



HIGHLAND CITY COUNCIL AGENDA

TUESDAY, FEBRUARY 6, 2024

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

VIRTUAL PARTICIPATION



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



Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Scott L. Smith

Pledge of Allegiance: Council Member Ron Campbell

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. PRESENTATIONS

a. FY2023 Audit Presentation

Steve Rowley with Keddington & Christensen will present the FY2023 Audit.

b. Timpanogos Special Service District Update

Brian Braithwaite, Highland City's TSSD Representative, will present an overview of the changes at the District, including the recent increase in impact and monthly use fees.

3. CONSENT ITEMS

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

December 5, 2023 and January 18, 2024

4. ACTION ITEMS

Items in this section are to be acted upon by City Council.

a. ACTION: 2024 Sewer Lining Project *General City Management*

Andy Spencer, City Engineer/Public Works Director

The City Council will consider a request to approve a bid from Insituform for the installation of 2,284 feet of an 8-foot sewer liner in the area of 5100 W. and 11100 N. and 1,305 feet of an 8-foot and 140 feet of 10-foot sewer liner in the Alpine Country Club area.

b. ACTION: Snow Equipment Purchase *General City Management*

Andy Spencer, City Engineer/Public Works Director

The City Council will consider the purchase of a multi-use snowblower/lawnmower for use at Mountain Ridge Park, and other areas throughout the city.

c. ACTION: License Agreement with Provo River Water Users Association for the 6000 West Pump Station Connection General City Management

Andy Spencer, City Engineer/Public Works Director

The City Council will consider authorizing a license agreement with Provo River Water Users Association for the connection to Provo River Aqueduct to allow water to be withdrawn from the aqueduct at the 6000 West booster pump location. The Council will take appropriate action.

d. ACTION: Facility Rental Policy Update General City Management

Jay Baughman, Assistant City Administrator/Community Development Director

The City Council will discuss proposed updates to the City's Facility Rental Policy in order to align the policy with necessary changes in practice. The Council will take appropriate action.

5. EXPEDITED ITEMS

Items in this section are to be acted upon by City Council. These items have been brought before Council previously. The report and presentation may be abbreviated.

a. EXPEDITED: Highland Elementary Safe Routes to School Project Funding General City Management

Andy Spencer, City Engineer/Public Works Director

The City Council will consider authorizing the expenditure of funds for the Safe Routes To School grant project that the City was awarded in the Highland Elementary area. The Council will take appropriate action.

b. RESOLUTION: Sales Price Calculation for City Owned Land General City Management

Jay Baughman, Assistant City Administrator/Community Development Director

The City Council will consider a resolution designating the value of orphan parcels and other City-owned land for 2024. The Council will take appropriate action.

6. DISCUSSION ITEMS

Items in this section are for discussion and direction to staff only. The City Council will not take any formal action.

a. Tri-Party Agreement for Access and Improvements to Highland Boulevard near 11800 North Land Use (Legislative)

Andy Spencer, City Engineer/Public Works Director

The City Council will discuss improvements to Highland Boulevard and materials provided by D.R. Horton pursuant to the tri-party agreement between Highland City, Lehi City, and D.R. Horton.

b. Cedar Hollow Holdings Property on 6800 West near 10050 North Land Use (Legislative)

Andy Spencer, City Engineer/Public Works Director

The City Council will discuss a request by Cedar Hollow Holdings to allow a portion of their property to de-annex from Highland City and annex to Lehi City and provide feedback to Cedar Hollow Holdings.

7. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

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

a. Fling Concert Feedback Erin Wells, City Administrator

- b. Mountain Ridge Phase II Amenities** *Erin Wells, City Administrator*
- c. Legislative Updates** *Kurt Ostler, Mayor*
- d. Planning Commission Report** *Rob Patterson, City Attorney*

8. CLOSED SESSION

The City Council may recess to convene in a closed session to discuss items, as provided by Utah Code Annotated §52-4-205.

ADJOURNMENT

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

ELECTRONIC PARTICIPATION

Members of the City Council may participate electronically during this meeting.

CERTIFICATE OF POSTING

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

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

Posted and dated this agenda on the 1st day of February, 2024

Stephannie Cottle, CMC, City Recorder

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



HIGHLAND CITY COUNCIL AGENDA

TUESDAY, DECEMBER 5, 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

6:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Scott L. Smith

Pledge of Allegiance: Council Member Ron Campbell

The meeting was called to order by Chair Kurt Ostler as a Board of Canvassers meeting at 6:03 pm. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS

PRESENT: Ron Campbell, Brittney P. Bills, Jon Lefrandt, Kim Rodela, 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, City Engineer/Public Works Director Andy Spencer, Library Director Donna Cardon, Fire Chief Brian Patten, Communications Specialist Brooklyn Wild

OTHERS PRESENT: Jon Hart, Doug Cortney, Wesley Warren, Liz Rice, David Mortensen

1. BOARD OF CANVASSERS - CANVASS OF 2023 MUNICIPAL ELECTION

Stephannie Cottle, City Recorder reported the results of the 2023 Municipal Elections.

- Brittney P. Bills – 2,355 votes (29.11%)
- Kim Rodela – 2,183 votes (26.98%)
- Doug Cortney – 1,396 votes (17.26%)
- Write in: Liz Rice – 1,086 votes (13.42%)
- Write in: Jon Lefrandt – 702 votes (8.66%)
- Write in: Wesley Warren - 270 votes (3.35%)

Ms. Cottle noted there were also 97 invalid write-in votes and she explained the reasons that they were deemed invalid. The total voter turnout was 26.9 percent of the City's active voters. She noted that the City did have 116

challenged ballots and 67 were not cured. She concluded by asking that the Council consider certifying the 2023 Municipal General Election results.

Council Member Smith asked how the turnout in this election compares to the last municipal election. Ms. Cottle stated she cannot recall the turnout at the last election, but she believes that the turnout in 2023 was a bit lower than in the last municipal election. She stated the vote center that was located in Highland served 95 in-person voters, with 62 of them being Highland residents.

Mayor Ostler asked for the statistics for the ‘fast cast’ voting option that was offered at the vote center. Ms. Cottle stated she is not sure how many people used that option, but she can reach out to the County Clerk’s office for that information.

City Administrator Wells addressed Council Member Smith’s question about historical voter turnout and noted that in the last election where there were three Council vacancies, the City’s turnout was 3,700; this means there was a decrease in votes of approximately 400 this year, which is disappointing. Council Member Smith stated that could be because there were only three candidates for the three open positions this year.

Board Member Scott L. Smith MOVED that the Highland City Council, acting as the Board of Canvassers, certify and approve the Election Canvass Returns from the 2023 General Municipal Election and declare Brittney P. Bills, Kim Rodela, and Doug Cortney as City Council Members.

Board Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

<i>Board Member Ron Campbell</i>	<i>Yes</i>
<i>Board Member Brittney P. Bills</i>	<i>Yes</i>
<i>Board Member Jon Lefrandt</i>	<i>Yes</i>
<i>Board Member Kurt Ostler</i>	<i>Yes</i>
<i>Board Member Kim Rodela</i>	<i>Yes</i>
<i>Board Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 6:0.

2. CLOSED SESSION

The City Council may recess to convene in a closed session to discuss items, as provided by Utah Code Annotated §52-4-205.

At 6:17 pm Council Member Brittney P. Bills MOVED that the City Council recess to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, and pending or reasonably imminent litigation, as provided by Utah Code Annotated §52-4-205.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Jon Lefrandt</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>

Council Member Scott L. Smith Yes

The motion passed unanimously.

Council Member Brittney P. Bills MOVED to adjourn the CLOSED SESSION and Council Member Kim Rodela SECONDED the motion. All voted in favor and the motion passed unanimously.

The CLOSED SESSION adjourned at 7:08 pm.

The Regular meeting reconvened at 7:14 pm.

3. UNSCHEDULED PUBLIC APPEARANCES

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

There were no public comments.

4. PRESENTATIONS

a. Employee Years of Service Erin Wells, City Administrator

The City Council will hear a presentation showing Highland City employees and their years of service to the City.

City Administrator Wells reported the City recently implemented an anniversary awards program for continual service with the City; the City currently has 51 employees and their years of service total 280. City Administration feels it is important to recognize an employee dedication and longevity with the City and Ms. Wells reported 11 employees have worked for the City less than a year, 17 have worked for the City for one to four years, 14 have worked for the City for five to nine years, and nine have worked for the City for over 10 years. She then presented a list of the names of employees in each service category, and she specifically highlighted those that have been with the City over 10 years:

- 11 years – Juli Munger
- 12 years – Tayson Arnoldsén and Brad Herzog
- 13 years – Roy Bond
- 16 years – Jeff Murdoch and Hadley Hutchings
- 17 years – Terry Biggs and Josh Castleberry
- 18 years – Ty Christensen

Mayor Ostler stated he would be interested to know if other cities have similar employee service statistics. Ms. Wells stated that she could reach out to comparable cities for that information. She added she would like to discuss service once a quarter with the Council.

Council Member Smith asked if the City is aware of the number of employees that are also Highland residents. Ms. Wells stated she is aware of just two that live in Highland; many live in neighboring communities.

5. CONSENT ITEMS

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*
City Council Meeting Minutes - September 19, 2023 and October 3, 2023.
- b. **ORDINANCE: 2024 Meeting Schedule General City Management** *Stephannie Cottle, City Recorder*
The City Council will consider approving the City Council Regular Meeting Schedule for 2024.
- c. **Library Long-Range Strategic Plan General City Management** *Donna Cardon, Library Director*
The City Council will consider approving the Library's 2023-2028 Long-Range Strategic Plan

Council Member Scott L. Smith requested to pull 4a for further discussion.

Council Member Kim Rodela MOVED, item 4b, Ordinance adopting the 2024 Meeting Schedule, and 4c, Library Long-Range Strategic Plan.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Jon Lefrandt</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

Council Member Smith stated he pulled 4a from the consent agenda in order to thank City Recorder Cottle for the great job done on minutes; they reflect what occurred in the meeting very accurately while also ‘smoothing the rough edges’.

Council Member Scott L. Smith MOVED that the City Council approve consent item 4a, the approval of meeting minutes from September 19, 2023 and October 3, 2023.

Council Member Ron Campbell SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Jon Lefrandt</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

6. ACTION ITEMS

Items in this section are to be acted upon by City Council.

- a. **RESOLUTION: Fee Schedule - Bonds for Lots on Private Roads Land Use**

(Legislative) Rob Patterson, City Attorney

The City Council will consider an amendment to the City's fee schedule to allow for a reduction in the bond amount required for a building permit for lots accessed by private roads.

City Attorney Patterson explained Highland City Development Code 3-615 requires applicants for a building permit to provide the City with a bond to cover any damage that may occur to public infrastructure (sidewalks, curb, streets, water meters, etc.) in the process of construction. If damage to public infrastructure occurs, the City requires the applicant/builder to repair the damage. The bond provides protection to the City in case the applicant/builder fails to complete any repairs, giving the City a source of money to use to correct any damage. The current bond amount is \$4,000. City staff received a request from a homebuilder in Ridgeview asking for a reduction in the building permit bond because the homes they will be building are all accessed from private roads, where there is less risk of damage to City infrastructure (no public sidewalks, curbs, or roads surfaces). In this circumstance, city staff agrees that there is less risk to the City, and so the bond amount does not need to be \$4,000. However, the current fee schedule does not allow staff to adjust the required bond amount. Staff requests that the City Council consider amending the fee schedule relative to the lot infrastructure bond to allow City staff to adjust the amount and type of the bond in circumstances where the lots are accessed from private roads. The proposed amendment is as follows, with proposed additions underlined and in red:

- Lot Infrastructure Bond (including but not limited to sidewalk, curb, pavement, meter boxes) ... \$4,000*
*For Lots accessed by private roads, bond amount and type may be adjusted with approval of building official and public works director or designees commensurate with measure of risk to public infrastructure

Mr. Patterson noted this amendment will allow staff to approve a lesser bond and/or single overall bond to cover lots on private roads. Staff recommends the City Council review and adopt the resolution amending the fee schedule related to lot infrastructure bonds.

Council Member Smith inquired as to the formula that is used to determine the bond amount for lots on private roads. City Engineer/Public Works Director Spencer stated that the way the bond amount will be determined is subjective as there is no defined formula. Staff will rely upon their experience and understanding of costs to repair damages to public infrastructure associated with development of a home or development of certain sizes. He specified that the bond will not provide for repairs to private infrastructure.

Council Member Kim Rodela MOVED that City Council adopt the resolution amending the Highland fee schedule related to lot improvement bonds.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Jon Lefrandt</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

b. ACTION: Mountain Ridge Park Phase II Authorization *General City Management Erin Wells, City Administrator*

The City Council will consider the construction of Mountain Ridge Park Phase II and authorizing the use of parks impact fee funds for the construction costs.

City Administrator Wells stated on March 21, 2023, Council set the budget for Phase I of Mountain Ridge Park at \$8,556,424 using a variety of funding sources. On April 18, 2023, the City received a \$500,000 donation from the Paul and Rachel Adams Family for \$500,000 bringing the total available budget for the park to \$9,056,424. On May 16, 2023, Council adopted an updated Parks Impact Fee Facilities Plan and Impact Fee Analysis that allows for the use of impact fee money on new parks capital items. The new fee of \$6,301 for single-family homes went into effect on August 14, 2023. On August 1, 2023, City Council and staff discussed the possibility of using Parks Impact Fee funds to pay for the construction of Phase II of Mountain Ridge Park. She presented a list of approved and planned revenue sources for the project, totaling \$9,056,424. Phase one is nearly complete and approximately \$8.3 million has been spent; this leaves \$700,000 available for a future phase.

Council Member Campbell asked if any of the funding sources included in the list provided by Ms. Wells are restricted. Ms. Wells answered yes; staff has performed an analysis to determine that restricted funds are only being used as intended/required. She then presented a conceptual plan and identified the areas of the park still left to complete, including a soccer field area, baseball field area, and a few other amenities including a ninja park and stage.

Council Member Campbell stated that during the public input gathering phase of the project, several recommendations were made by residents, and some have been satisfied while others have not. One that is outstanding is a fence around the perimeter of the playground area and this is very important to parents who want to ensure safety of their children. He asked how to get a fence added back onto the plan for the project. This led to discussion of the location of fencing that has already been installed and Council Member Campbell identified the location where he would like to see additional fencing. Council Member Smith stated he can support looking into costs of additional fencing. He then asked how aggressive the City is being with its fundraising efforts. There are many businesses and residents who want to maximize their tax deductions via a donation by the end of the calendar year. Mayor Ostler stated that he has reached out to everyone that was included on the donor list; it is important to be able to communicate to donors the manner in which different donation levels will be recognized.

Ms. Wells stated that what she is asking tonight is for the Council to approve up to \$1.3 million in park impact fee revenue for the project; this would be used along with the \$700,000 balance to complete phase two, which staff estimates will cost \$2 million. She noted any additional fundraising success will ultimately decrease the amount of parks impact fee money needed for the project. She then discussed the condition of the City's Parks Capital Fund. After all Mountain Ridge Park expenses are paid, there will be \$3 million in the fund and the City still owes \$2.5 million on the outstanding park bond. The last payment of the bond is due in September of 2027. If the City uses all \$1.3 million of the fund balance, \$800,000 in revenue would be needed to pay the park bond. This equates to 148 total homes, or 42 homes per year for the next three years. She stated that for the last 20 years, the City averages 129 new homes per year and even in the worst five years, the City still issued 52 permits per year. Staff feels that the number of homes is reasonable.

Council Member Campbell noted he would like to use his \$3,000 in discretionary funds for the fence that he mentioned at the Park.

Council Member Kim Rodela MOVED that City Council direct staff to prepare construction packages for Phase II of Mountain Ridge Park and authorize the use of up to \$1.3 million of parks impact fee revenue to be used on its construction.

Council Member Scott L. Smith SECONDED the motion.

Council Member Smith asked if the Park Impact Fee revenue being allocated to Phase 2 will be collected over the next four years. Ms. Wells stated that it is actually for the next 3.5 years. Council Member Smith stated the reliance on that money will be reduced based upon additional fundraising. Ms. Wells stated that is correct. Council Member Smith stated he wants to be sure Administration truly believes there will be sufficient money available

to repay bond debt. Ms. Wells stated she is not concerned about being able to make the bond payment.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Jon Lefrandt</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

- c. RESOLUTION: Timpanogos Special Service District Impact Fee Amendment General City Management**
Candice Linford, Treasurer
The City Council will consider the fee schedule amendment related specifically to Timpanogos Special Service District (TSSD) Impact Fees.

City Administrator Wells reported that at its September 21, 2023 board meeting, the Administrative Board of the Timpanogos Special Service District (“District”) approved the 2022 Impact Fee Facilities Plan (the “Plan”), the 2023 Technical Memorandum to the Plan (“2023 TM”), and the 2023 Impact Fee Analysis (“2023 IFA”). These materials were prepared for the District by Bowen, Collins and Associates (2023 TM) and Zions Bank (2023 IFA). The 2023 IFA results in an increase in the amount currently assessed for the District’s Sewer Impact Fee. The fee will increase from \$3,559/Equivalent Residential Unit (ERU) to \$4,981/ERU. The impact fee charged for each unit in a residential multi-unit development is \$4,981/ERU. The new fee will be effective January 1, 2024. The new fee applies to all permits current under review and those moving forward, and the new fee shall be assessed based on the date the applicant pays the impact fee. The new impact fee of \$4,981/ERU shall be assessed on any development for which the impact fee for a building permit applicant is paid on or after January 1, 2024. Ultimately, Highland acts as a simple pass-through for the impact fee from builders to TSSD and as such there is no net fiscal impact to the City. The revenue and expense is not even shown in the City budget. Staff recommends the adoption of the increase from \$3,559 to \$4,981 per ERU. This is a pass-through cost assessed by TSSD.

Mayor Ostler asked if this fee applies to new construction only, to which Ms. Wells answered yes.

Council Member Bills asked why the increase is so significant. Ms. Wells stated she is unsure as the reasoning behind the fee increase; however, she knows there is one large project in the Pioneer Crossing area and the District is also being required to upgrade their facility to comply with new Environmental Protection Agency (EPA) regulations.

Council Member Campbell stated he is uncomfortable with approving a fee that the Council has not authority in determining. Council Member Smith agreed; he is uncomfortable that the fee is tripling in one year. Ms. Wells stated that the City’s appointee to the District’s Board, Brian Braithwaite, was unable to attend tonight’s meeting. The fee is intended to go into effect prior to the next City Council meeting. City Attorney Patterson added that the City has a contract with the District for them to provide services to Highland residents; one of the terms of that contract is that the City agrees to charge the rates set by the District and if the rates are not passed on to residents, the City is responsible to pay them. He noted that this is not an uncommon contract between cities and special service districts.

Mayor Ostler reported that Brian Braithwaite represents the City on the Board; he was appointed to that position at the time he was serving as a Council Member. If the Council wants to change the City’s representation, they can make that change, but he would like for them to hear from Mr. Braithwaite first to understand the role and

duties of the Board. This led to high level discussion of the type of entity the District is and how it functions; Mr. Patterson noted there are currently nine fully supported cities and two partially supported cities. Council Member Smith noted that there are efforts underway to change the manner in which special service districts are controlled and he looks forward to those changes.

Council Member Bills stated that she does not feel the Council has a choice in whether to approve the fees. Council Member Smith agreed and stated he would like to hear from Mr. Braithwaite when he is available.

Council Member Ron Campbell MOVED that City Council adopt the amended fee schedule to include TSSD's new impact fee.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Jon Lefrandt</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

d. ACTION: Contract Approval: Culvert Lining Under 11800 North On Broadleaf Hollow

General City Management

Andy Spencer, City Engineer/Public Works Director

The City Council will consider the award of a contract to rehabilitate a culvert that crosses under 11800 North on the Broadleaf Hollow channel.

City Engineer/Public Works Director Spencer explained as a part of the FY2024 Budget approval, the Council approved \$358,156 in funds for Storm Sewer System Repairs and Maintenance. The rehabilitation of this culvert is one of the identified projects in the budget documents and utility rate studies. The culvert crossing 11800 North has a metal pipe that has begun to rust and deteriorate, especially on the bottom of the pipe. The proposed project will rehabilitate the pipe before it has a chance to further degrade and require a more significant repair or cause failure of the roads and water pipes which are above the culvert. As there are several different technologies available for rehabilitation, staff solicited proposals from 3 different companies. The methodology proposed by Cardinal is to spray a geopolymer lining in the pipe which creates a 1.5-inch-thick liner in the existing pipe. This will extend the life of the pipe and preserve the integrity of the facility to pass runoff water. It will also protect the critical infrastructure above the pipe within 11800 North. The spray in liner was selected because it was significantly less cost than the other options. Staff is content that it will provide an additional life span of at least 20 years. The contractor's bid for the work is \$124,570. The cost of this project is \$137,027 including a 10% contingency. Funding for this expense is included in GL 54-40-41 within the FY2024 budget.

Council Member Smith inquired as to the linear length of the pipe. Mr. Spencer answered 135 feet. Council Member Smith stated the contract price is a great deal of money for such a short distance and he believes it is an example of cities being charged more than they should be for this type of work. Mr. Spencer stated he does not disagree; he knows the polymer will last at least 20 years and other options for rehabilitating the culvert would be as expensive, but more disruptive to residents living in the area. He added that winter is the best time to perform this type of work, which is why he is recommending the award of the contract at this time.

Council Member Scott L. Smith MOVED that the City Council APPROVE a contract with Cardinal Infrastructure Services in an amount up to \$137,027 to rehabilitate the 11800 North culvert and AUTHORIZE the City Administrator to sign the contract documents.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Jon Lefrandt</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

e. RESOLUTION: Recertification of the Justice Court General City

Management Rob Patterson, City Attorney

The City Council will consider a resolution requesting re-certification of the Highland City Justice Court.

City Attorney Patterson reported that once every four years since at least August 1991, the Highland City Council has adopted a resolution requesting recertification of the City's Justice Court and affirming the Council's commitment to provide funding and other necessary support to the Justice Court. The most recent resolution was adopted on October 1, 2019. Utah State Code 78A-7-103 requires that every justice court continues for a four-year term, and that the justice court must be re-certified at the end of the term in order to continue. The City's Justice Court's current term will expire in January 2024, after previously being re-certified in January 2000. The process for recertification requires City staff to review and update (as necessary) the Justice Court's operations to ensure it meets minimum standards, the justice court judge to provide an affidavit certifying that the operational standards for the justice court are being met, and the City Council to adopt a resolution requesting recertification.

City staff, including the city administrator Erin Wells and city attorney Rob Patterson worked with Court staff to review the current operations, staffing, needs, and funding of the Justice Court to determine whether any changes needed to be made. Based on that review, it appears that the Justice Court is functioning appropriately and has the materials, funding, and staffing necessary to continue operations in accordance with the requirements of state law and the regulations of the state judicial council. He noted he has provided an opinion letter summarizing the minimum operational requirements for the Justice Court and opining that the Justice Court meets those minimum requirements and can continue operations in accordance with governing laws and regulations. The justice court judge will also be providing her affidavit. Staff recommends that the Council adopt the resolution requesting recertification of the Highland City Justice Court.

Council Member Bills asked if the Council has a choice in this matter. Mr. Patteson answered yes; if the Council chooses not to recertify the court, it will be necessary to follow the process for dissolving the court, which is lengthy and requires approval from the State Legislature.

Council Member Smith stated that according to Mr. Patterson's opinion letter, the revenues of the court do not cover the expenses and he inquired as to the funding source to make up the difference. Mr. Patterson stated the Justice Court is subsidized by the General Fund when revenues do not cover expenditures. Justice Courts typically do not generate revenue, but they are considered a service to local residents.

Mayor Ostler asked where the cases currently handled by the Justice Court would go if the City's Justice Court were

dissolved. Mr. Patterson stated they would be sent to the County's Justice Court or the District Court.

Council Member Smith asked if the court serves Alpine City as well. Mr. Patterson stated the Alpine Justice Court is technically separate from Highland, though they use the same judge and clerk; the City could pursue an interlocal agreement with Alpine to share in costs for operating the Justice Court. Council Member Smith stated he feels that would be appropriate given the City has partnered with Alpine to create the Lone Peak Public Safety District (LPPSD). Mr. Patterson stated he can look into that. He added that there has been some discussion among the State Legislature about eliminating justice courts in the State and he will provide the Council with update on that matter when available.

Council Member Kim Rodela MOVED move that City Council adopt the resolution requesting recertification of the Highland Justice Court.

Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Jon Lefrandt</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed 5:0.

7. DISCUSSION ITEMS

Items in this section are for discussion and direction to staff only. The City Council will not take any formal action.

a. DISCUSSION: Timpanogos Special Service District Legislative Letter of Support *General City Management*

Erin Wells, City Administrator

The City Council will provide direction on Timpanogos Special Service District's request for a letter of support for a legislative change they are seeking.

City Administrator Wells explained on September 5, 2023, the Council approved a resolution supporting the reorganization of the Timpanogos Special Service District (TSSD) to become an Independent Service District separate from Utah County. TSSD has recently been undergoing the process to become an Independent Service District separate from Utah County. The last city that needs to consent to the switch is Eagle Mountain City. Their Council will be meeting to discuss this issue on Tuesday, December 5. One concern that Eagle Mountain has had is that this reorganization would mean that they may lose their appointment authority as the County Commission would be the entity to appoint the board member that would represent their City. This is due to the fact that a portion of Eagle Mountain City is not serviced by TSSD, but rather a city-owned treatment plant and Utah State Code only allows for "included municipalities," whose boundaries are entirely within the boundaries an Independent Service District to make an appointment to the board. Despite only a portion of its City being serviced by TSSD, Eagle Mountain's TSSD population is the third largest of any City serviced by TSSD. As such, the TSSD organization understands Eagle Mountain's concerns. To fix the issue, TSSD is proposing a legislative change during the 2024 session that would amend state code so that if TSSD provides services to a non-included municipality that has at least as many residents served as the smallest included municipality, the non-included municipality is entitled to make a direct appointment to the board. TSSD has asked that Mayor Ostler sign a letter indicating Highland's support for this legislative change. Ms. Wells noted the Mayor is seeking

Council feedback on this issue and she referenced the draft legislation and template letter of support, which were included in the packet for the meeting.

The Council briefly discussed the matter and expressed support for the Mayor to sign the letter of support for TSSD.

8. MAYOR/COUNCIL AND STAFF COMMUNICATION ITEMS

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

The Mayor called for a recess at 8:23 p.m.

The meeting reconvened at 8:31 p.m.

a. Text Amendment - Alcohol Sales *Rob Patterson, City Attorney*

City Attorney Patterson used the aid of a PowerPoint presentation to discuss the idea of a text amendment regarding alcohol sales in Highland City; staff is looking for feedback from the Council on the following questions:

- Should staff draft municipal code and development code amendments together in one ordinance or separately in two ordinances.
- Should the text amendment apply to just the CR Zone or all commercial zones in the City.
- Does the Council want to allow limited service or full-service restaurants.
- Does the Council want to impose additional regulations – such as location and spacing requirements – for alcohol licenses.
- Does the Council want to allow restaurant sales of beer for off-premise consumption.

Mayor Ostler and Mr. Patterson facilitated discussion among the Council to gather their input on the five questions; the Council concluded that they would like two ordinances. Council Member Bills stated she is willing to apply the text amendment to all commercial zones. Council Members Smith and Campbell stated they would like it to only apply to the CR zone. Council Member Bills stated she is undecided on whether to allow limited service or full-service restaurants. Council Members Smith and Campbell stated they only want to consider limited-service restaurants. Relative to additional regulations, the entire Council indicated they would like a menu of options to consider in terms of regulating the location and spacing requirements for those holding an alcohol license. They also were not supportive of allowing restaurants to sell beer for off-premise consumption.

Council Member Lefrandt stated his feedback is based on the results of the citizen survey; he is supportive of one ordinance and for the text amendment to apply to all commercial zones and to allow full-service restaurants. He is also supportive of additional regulations based upon spacing and location of restaurants. He is also not supportive of allowing beer sales at restaurants for off-premise consumption. He stated that 94 percent of the over 2,000 people who completed the survey indicated they would like to allow alcohol sales in restaurants throughout Highland and he is surprised the Council is disregarding that message.

Council Member Rodela stated she also wants to listen to the results of the survey, and she is in favor of applying the text amendment to all commercial zones. She is undecided on whether one or two ordinances are needed. She supports full-service restaurants as well. She would like to know the State regulations for distance and location limitations for licenses before deciding on that matter. She concluded she also does not support beer sales for off-site consumption.

Mayor Ostler invited Mr. Cortney to provide his input as he will be a Council Member when this matter is voted

on. Mr. Cortney stated he agrees with Council Member Rodela's feedback. Relative to the number and location of licenses, he would be willing to allow four to five licenses City-wide.

Mayor Ostler then provided his input as well; he feels two ordinances are appropriate. He is undecided on whether to apply the text amendment to the CR zone or all commercial zones and he asked why some are hesitant to apply it City-wide. Council Member Campbell stated that he wants to 'test the waters' and understand the impact of allowing alcohol sales before extending it to the entire City. Council Member Smith agreed; he sees the negative impact of alcohol and sees no reason to sell it throughout the entire City. There was then a discussion about the alcohol content for beverages sold at limited-service restaurants versus full-service restaurants, with Mayor Ostler reiterating the survey results were in support of full-service restaurants. Council Member Campbell stated that the average restaurant will get 12 percent of their sales from alcohol, but in Utah it is just four percent. Those seeking to build a restaurant here will need to pursue other offerings to attract customers.

Mr. Patterson summarized his understanding of the feedback from the Mayor and Council; he indicated he will begin working on two draft ordinances that will be presented to the Council in January. He thanked the Mayor and Council for their discussion of this matter.

b. Development Code Changes *Rob Patterson, City Attorney*

City Attorney Patterson reviewed the timeline for the Planning Commission and City Council consideration of development code changes. The deadline to adopt the changes to comply with State Law is February 1, 2024 and the Council is scheduled to consider it on January 16, 2024. The Code changes address review and approval of preliminary plats; a new Board will approve final plats and the Board will consist of three staff members and two Planning Commission members. They will meet weekly on Thursday afternoons. The Council discussed this change and expressed concern about the authority to approve and execute plats being taken out of the hands of an elected official. Mr. Patterson stated he understands the concerns and advised the Mayor and Council to lobby the State Legislature if they would like to see a change in the law. He noted additional changes to the Development Code will include:

- Creation of new Approval Board
- Adjustments to Planning Commission powers and duties
- Minor subdivision process changes (lot splits only)
- Major subdivision process changes (new approval process)

A non-code update addresses City public infrastructure engineering and design standards and specifications, as well as inclusion of active transportation standards.

c. Volunteers for General Plan RFP Review Group *Jay Baughman, Assistant City Administrator/Community Development Director*

Assistant City Administrator/Community Development Director Baughman stated Administration is looking for two members of the Council to volunteer to serve on a review committee for the response to the requests for proposal (RFP) for the City's General Plan update. Council Member-elect Cortney and Council Member Campbell volunteered. Council Member Smith asked that the proposals still be sent to the entire Council for review. He would like to provide input but acknowledged that Council Members Cortney and Campbell will represent the Council in the selection of a consultant. Mr. Baughman asked that the Council send any feedback and suggested development criteria for staff to consider in the evaluation of the proposals.

d. Planning Commission Text Amendment Proposal - Accessory Dwelling Units *Rob Patterson, City Attorney*

City Attorney Patterson stated the Planning Commission is recommending a text amendment to allow detached

accessory dwelling units (ADUs); the thought is to limit them to 1,000 to 1,500 square feet, require impact fees, require dedicated parking spaces, and limit them to certain zones of the community, such as the R-1-40 zone. Council Member Cambell stated he would be opposed to limiting the use to just the R-1-40 zone rather than make it a conditional use for every zone that can meet lot square footage requirements. Mr. Patterson stated that the Council can discuss that issue and amend any proposal that is forwarded by the Planning Commission. The Mayor, Council, and staff engaged in philosophical discussion and debate of the pros and cons of detached ADUs and the impacts of the use on surrounding properties. Council Member Rodela indicated she would like to wait to consider this text amendment until after the 2024 legislative session because there will be legislation that impacts housing requirements for local communities. Council Member Smith indicated a willingness to wait until after the legislative session, but he would also like to study opportunities to regulate developers who indicate they are building affordable housing to ensure that their housing prices are actually affordable. The Council directed staff to ask the Planning Commission to wait a few months to make a formal recommendation on the matter.

e. PO Zone Design Standards *Rob Patterson, City Attorney*

City Attorney Patterson stated there is a pending application for development of property that is currently zoned PO (Professional Office); the PO zone has very specific design standards that are typically imposed on commercial developments, but the property owner has indicated some opposition to the guidelines. Patterson Development is proposing an amendment to the PO zone to move away from specific exhibits and simply propose a site-specific master plan and design book in order to develop their land. The Council and Mayor discussed the properties that are currently classified as PO and indicated they are comfortable hearing a proposal regarding specific design criteria for the Patterson property.

f. Landscaping in Development Code *Jay Baughman, Assistant City Administrator/Community Development Director*

Assistant City Administrator/Community Development Director Baughman reviewed landscaping requirements in the City's Development Code; one provision is that at least seventy percent (70%) of the area contained within a required front yard or side yard adjacent to a street shall be landscaped within one year of occupancy. The definition of landscaping contemplates a variety of different landscaping means and the City's Code Enforcement Officer has encountered issues with determining if some properties comply with the Development Code. He presented photographs of a property that has not been improved but is largely landscaped with gravel and other xeriscape materials, but not plantings. Code Enforcement has been trying to get him to landscape his property for over a year and has been unsuccessful and staff wanted to get some feedback from the Council. The Council indicated they would like to adjust the text of the Code to provide a required percentage of shrubs or other landscaping materials.

g. Water Meter Sizing with Lot Combinations *Andy Spencer, City Engineer/Public Works Director*

City Engineer/Public Works Director Spencer explained a resident has purchased a couple of lots near their existing residence and they are proposing to combine the lots into one in order to build a fairly sizeable accessory structure. They would like to keep both water services or upgrade to one large water service. The City typically allows just one water meter per residential lot, but staff has evaluated this situation and has considered past situations and feels that it would be more beneficial to provide them one larger service line and meter rather than two meters. If it ever becomes necessary to turn off the water, staff needs access to just one meter and valve for the property. The resident has expressed a willingness to accept staff's recommendation. Mayor Ostler asked if this type of policy would only be allowed to people who combine lots. Mr. Spencer answered yes; a text amendment will be proposed in a future business meeting to formalize that policy.

h. Mountain Ridge Park – Sign Rendering *Andy Spencer, City Engineer/Public Works Director*

City Engineer/Public Works Director Spencer explained the Mountain Ridge Park sign has not been installed because the park has not been officially named. He stated that the archway can be installed, but the stainless-steel plates where the name will be located would be left blank. Another option is to use the name “Mountain Ridge Park” with the plan to replace the name later if the City secures a donation for the naming rights of the Park. Council Member Rodela suggested the archway and blank plates be installed with a sign advertising the opportunity for naming rights for a large donation. The Council supported that proposal.

i. North Pointe Special Service District *Scott L. Smith, Council Member*

Council Member Smith reported the North Point Special Service District is moving towards negotiating an interlocal agreement, which will give the cities that are part of the District more power. He stated that the change will be considered in the District’s January meeting, and he will report back to the Council.

j. Council Retreat – January 18 *Mayor Kurt Ostler*

Mayor Ostler asked the Council to review their calendar to determine their availability for a Council retreat. They concluded to meet on January 18. City Administrator Wells indicated she will be sending the Council an email to prepare them for topics of discussion during the retreat.

k. Final 2023 Meeting *Mayor Kurt Ostler*

Mayor Ostler thanked Council Member Lefrandt for his willingness to serve as a member of the City Council and to run for office as a write-in candidate.

9. CLOSED SESSION

The City Council may recess to convene in a closed session to discuss items, as provided by Utah Code Annotated §52-4-205.

At 10:16 pm Council Member Scott L. Smith MOVED that the City Council recess to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual pending, reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Jon Lefrandt</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion passed unanimously.

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

The CLOSED SESSION adjourned at 11:37 pm.

ADJOURNMENT

Council Member Jon Lefrandt MOVED to adjourn the regular meeting and Council Member Ron Campbell SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 11:39 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 December 5, 2023. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC
City Recorder

DRAFT



HIGHLAND CITY

HIGHLAND CITY COUNCIL BUDGET RETREAT MINUTES

Thursday, January 18, 2024

Waiting Formal Approval

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

Travel to Alta Bank 33 E Main St, American Fork, UT 84003

9:00 AM CITY COUNCIL RETREAT

Call to Order – Mayor Kurt Ostler

The meeting was called to order by City Administrator Erin Wells as a work session at 9:27 am. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS: Brittney P. Bills – Present
Ron Campbell – Present
Doug Cortney – Present
Kim Rodela – Present
Scott L. Smith – Present (left meeting at 4:00 pm)

CITY STAFF PRESENT: City Administrator Erin Wells, Assistant City Administrator/Community Development Director Jay Baughman, City Recorder Stephannie Cottle, Finance Director David Mortensen, City Engineer/Public Works Director Andy Spencer, Assistant Public Works Director Jeff Murdoch, Library Director Donna Cardon, City Attorney Rob Patterson (arrived at 12:00 pm)

OTHERS PRESENT: None

1. TEAM BUILDING ACTIVITIES

The City Council will participate in various team building and leadership skills activities.

Erin Wells, City Administrator, showed a portion of a keynote speech given at the Utah League of Cities and Towns (ULCT) convention by Tim Shriver regarding the Dignity Index. The City Council and staff had a high-level discussion about how the concepts in the Dignity Index can be applied to our relationships within the Council as well as with staff and residents.

The City Council and staff participated in a team building exercise prior to moving on to the discussion regarding the FY2025 budget.

2. FISCAL YEAR 2025 BUDGET

The City Council will discuss the budget priorities for fiscal year 2025. No formal action will be taken.

Erin Wells, City Administrator presented to the Council a list of Areas of Focus/Priorities which had been submitted by Mayor, Council Members, and Staff. The areas of focus were listed by department. The Council discussed each item to ensure understanding. The list of areas of focus/priorities was presented as follows:

- **Public Works & Engineering**
 - Traffic calming
 - Adjustments to the existing traffic calming priority ratings that would emphasize placing lower-costs projects (maybe under \$2,000) higher on the list simply so we can impact many more communities with the same amount of funds.
 - Consistency in speed limits throughout the City
 - Safety improvements at SR-92 and 4800 W
 - Investigate need/feasibility of a four-way stop at 5600 W and 10400 N
 - Finishing Mountain Ridge Park
 - Donations, parks impact fee
 - Parks and trails maintenance, updated maintenance plan, and adequate funding
 - Study long-term anticipated cost of sewer & culinary water line (etc.) replacement / major maintenance.
 - Park Maintenance Building
 - Updated road maintenance plan
 - Alpine Highway Fence
- **Recorder's Office**
 - Restart cemetery veteran's bricks program
 - Add Memorial Day event
 - Update Cemetery Perpetual Care Fund Study
- **Finance Department**
 - Overall budget health – Taxes and fees correct rate? Collecting money the best way (Public Safety Fee and Road Fee)
 - Study possibilities of automation/streamlining for manual processes (e.g. billing)
- **Community Development**
 - City events
 - General Plan update including RFP review, community involvement, economic update, PC & CC joint meeting
 - Continue open space assessment of neighborhoods
 - Encroachment enforcement: staff time and legal route
- **Public Safety and General City Projects**
 - Create a level-of-service document for residents (especially for parks and trails)
 - Build unity/identity amongst staff, council, and residents

The City Council was asked to prioritize these items in order of importance.

The meeting recessed for lunch at 12:10 pm. Reconvened at 1:00 pm
City Administrator Wells presented the results of the ranking.

Public Works Projects:

- 1 Traffic calming
- 1 Finishing Mountain Ridge Park
- 1 Parks & trails maintenance, updated maintenance plan, and adequate funding
- 2 Safety improvements at SR92 and 4800 West
- 3 Updated road maintenance plan
- 4 Parks Maintenance Building
- 5 Study long-term cost of sewer & culinary water line replacement / major maintenance
- 6 Investigate need for a four-way stop at 5600 W and 10400 N
- 7 Adjustments to traffic calming methodology
- 8 Consistency in speed limits throughout the City

City Recorder/Cemetery Projects

- 1 Study to update Cemetery Perpetual Care Fund
- 2 Resume cemetery Veteran's bricks program
- 3 Add a Memorial Day event

Finance Projects

- 1 Overall budget health – Are taxes and fees correct rate? Collecting money the best way?
- 2 Study possibilities of automation/streamlining for manual processes (e.g. billing)

Community Development Projects

- 1 General Plan update
- 2 Encroachment enforcement: staff time and legal route
- 3 City events
- 4 Continue open space assessment of neighborhoods

General City Projects

- 1 Build unity amongst staff, council, and residents
- 2 Alpine Highway Fence
- 3 Create a level-of-service document for residents (especially for parks & trails)

Erin Wells, City Administrator, led a discussion regarding the use of Open Space Fund balance, which is approximately \$300,000. This balance is created from previous property sales. Ms. Wells proposed the following areas where that fund balance could be used, and the Council discussed each area:

• **Open Space Fund Balance uses:**

- Traffic calming measures to Park Drive in Viewpoint
- Purchase of Property/location for a future dog park
- Fund the gap of the construction of the Parks Maintenance Building
- Alpine Highway fence repair
- Parks Maintenance Plan improvements (General Fund)
- Additional trail maintenance or improvement projects
- Mountain Ridge Park

The Council was asked to rank their choices on which areas the open space fund balance should be spent. The results were compiled and presented as follows:

- 1 Parks maintenance building - fill gap in funding
- 1 Park Maintenance Plan improvements (General Fund)
- 2 Alpine Highway fence repair
- 3 Mountain Ridge Park
- 4 Additional trail maintenance or improvement projects
- 5 Traffic calming measures to Park Drive in Viewpoint
- 5 Purchase of property/location for dog park

As there was a tie for the Parks Maintenance Building and the Park Maintenance Plan improvement (General Fund), Council chose to spend the money on the Parks Maintenance Building.

City Recorder Stephannie Cottle gave a brief presentation on how to navigate the new agenda using bookmarks.

Erin Wells, City Administrator, reviewed the budget calendar and reminded the City Council about upcoming meetings. The mayor will be meeting with staff the first week in March. The Council will see the budget on March 19th. Council members will have a couple of weeks to meet with staff and ask questions. She also discussed the Lone Peak Public Safety District budget which will need to be adopted as well. The tentative budget will be presented in May. An open house is planned during the first part of May. The final budget will be adopted in June. David Mortensen, Finance Director, explained there will be a new format for the budget reports, as well as a citizen's budget which will be available in August.

The City Council discussed and chose a date for a budget work session, Wednesday, April 24th.

Ms. Wells gave an update on the public safety fee and road fee. ULCT has been working on a bill to clarify how cities can charge a road fee. This new bill will require us to update our study, possibly including an ERU component. The bill also has a stipulation that a Public Safety Fee cannot be charged unless you are contracting with another organization. Highland City is contracting with Lone Peak Public Safety District, so our fee should be able to continue. There was a discussion about the transparency of the fees which are charged. Mr. Mortensen recommended making some clarifications regarding these fees in the citizen's budget. The Council discussed the status of Lone Peak Public Safety District as an interlocal agreement, rather than a special service district with the ability to be an independent taxing authority.

Ms. Wells reviewed Ongoing Projects, Future Projects, and Budget Priorities as follows. The ongoing projects have already been funded as indicated. The future project list is carried over from last year.

Ongoing Projects

- Utility rate study projects
- Mountain Ridge Park Phase II (\$2 million Council previously gave authorization on)

Future Projects

- Library expansion
- Cemetery extra land purchase
- Long term cemetery maintenance building

There was a discussion about each of the following budget priority items. Ms. Wells explained that the Council would be asked to rank 1-4 from essential to unneeded.

Budget Priorities

- City Hall displays: Historical society, Wreaths Across America, etc.
- Columbarium added to the cemetery (for stacking of cremains). Could also serve as a sound barrier if placed on the north end by the highway.



- The library hopes to purchase new upholstered furniture in FY 2025. The current furniture has served the library for 15 years and is badly stained. The library plans to purchase four couches and six chairs that will match the new carpet. The estimated cost of the new furniture will be about \$25,000 but the Library has enough money in unallocated funds from previous year carryover to cover the expense.
- Repair the driveway at the Fire Department.
 - The driveway at the fire department is badly damaged and cracked. Staff believe it is due to a combination of inadequate original construction, the heavy nature of the fire equipment, and the tight turn radius at that building. The cracked concrete is currently causing tires to wear out much more quickly than is typical (every 8 months instead of every 16 months for \$2,550) and staff is concerned for the long-term stability of the approach. To be fixed properly, the grass and garden box area east of the station would need to be removed to allow for a less sharp turn for the fire apparatus. The garden boxes could be relocated to the tree sale lot.



- Alpine Highway Fence Repair
- Mitchell Hollow Trail Engineering and Right-of-Way Purchase:
 - MAG has funded the extension of the Mitchell Hollow Trail from the Hidden Pond area to the Equestrian Center. The construction monies will be available in late 2024 or early 2025. If the City would like to be in a position to build the trail as soon as the construction monies are available, then the engineering and right-of-way will need to be completed in advance. The City will be reimbursed for these services, but not until the funding is available. It is anticipated that the engineering will cost up to \$100,000 and the right-of-way will be dependent on the appraisals.
- Fund phase II of Mountain Ridge park (above and beyond \$2 million amount previously authorized)
- Dog park at Town Center
- Finish Beacon Hills Park
- Setting aside funds to update/replace existing infrastructure including park equipment as they exceed their designed life expectancy.
- Cameras in Parks and other City Facilities:
 - The City often experiences vandalism in the parks and at various other City facilities. The addition of cameras, and associated public notification of the cameras, will deter vandalism and aid in locating and prosecuting the offenders when vandalism does occur.
- Additional “yard of the month” banner for Beautification (for xeriscaping)
- Traffic Control Measures – Budget Implementation:
 - With the adoption of the traffic calming manual and associated application program, it is anticipated that there will be request for implementation of various traffic control items throughout the City. As such, it is recommended that a budget line item be established to dedicate funding for the traffic calming program. Anticipated annual expenditures are between \$50,000 and \$100,000.
- Updated Roads Maintenance Plan:
 - It is anticipated that the State legislation associated with Transportation Utility Fees will pass this session. The legislation will require the City to update the studies and plan associated with the roads fee. As inflation has outpaced the road fee and the ability to fund projects, it is anticipated the roads fee will need to extend beyond 2027. The new legislation will require the updated studies be completed and approved by 2026 to continue the road fee in the City.
- Software
- Additional funds if needed for General Plan update
- Community programs: adopt a trail program, the graffiti clean up program, community tree replacement, etc. Events that bring the community together and improve the events we already have.
- Public safety appreciation dinner with the Alpine Youth City Council
- Cemetery Memorial Day event
- Budget adjustment for low fire wages
- Emergency Manager/Storm Drain Utility Superintendent Position (New FTE):
 - A State mandate was recently imposed that requires Cities to have an Emergency Manager. It is recommended that the Emergency Manager live in or very near the City. Given the City’s funding limitations, it is not anticipated that this position could be funded entirely by General Fund revenues. The storm-drain system maintenance and natural-channel maintenance efforts in the City often fall secondary to other priorities. The City is mandated by the EPA and State to comply with regulations associated with operating a storm water system. It is anticipated that the needs of both emergency management and storm drain operations could be addressed in a combined staff position. This combination of revenue sources will allow for the position to be funded.
- Full-Time Parks Staff Increases (New FTE):

- With the addition of Mountain Ridge Park, along with other recent park additions such as Spring Creek Park, the Parks Department is stretched ever further. Additional parks staffing will help meet needs that are currently going unaddressed or are anticipated to be difficult to address with the addition of Mountain Ridge Park.
- Make Communications position full-time (PTE to FTE)
 - Brooklyn's work has proved to be extremely valuable and useful to the City. Due to her talent and fit with the staff, she has also begun working for the fire department. There are a number of additional projects that we would like to give to her if she had more hours available. Some additional project include: website redesign, more thorough website updating and editing, grant writing, additional social media work including reinstituting council previews, communications work on road fee and parks tax, more positive coverage of the myriad of city projects/ government 101, and adding bookmarks to our city council videos tied to the agenda items. This would also allow her time for professional development and training which she doesn't get much of now. She is interested and willing to become a full-time employee.
- Part-Time Building Maintenance (New PTE):
 - The City's current facilities and mechanical staff are struggling to keep up with the demands of the building maintenance for City Hall, the Community Center, the Police and Courts Building, and the Fire Station. A part-time maintenance position could aid in getting to the myriad of little things that go unaddressed, thereby allowing the full-time staff to concentrate on the larger issues in these facilities.
 - Some to-do's at City hall that have not been addressed in a long time due to time constraints include: paint splitting in the women's bathroom and a hole in the ceiling, paint nicks throughout the building, nicks in the wood paneling throughout the building, broken sink in the janitors closet, leaky sink in the kitchen, etc.

The Council requested a few days to complete the ranking of the budget priorities list. The results were tabulated after the meeting and are included as an attachment to the meeting minutes.

Ms. Wells discussed the issue of staff salaries. She spoke of 3 ways that can be considered: inflationary adjustment which is the same for everyone, market adjustment which includes a market study, or merit-based approach. Ms. Wells gave a background on how salaries have been handled in the past. There was discussion among Council and staff regarding the different types of salary increases and how to administer and communicate those to employees, especially if the increase is merit-based. Ms. Wells spoke about the desire to pay employees enough that they will stay with the organization and discussed the new program to award employees for longevity. The Council asked to separate market and merit adjustments. Merit can be flexible if we have a high market year. Ms. Wells restated the Council direction which would include a market study to be done, and then the numbers brought back to the Council for their approval, along with a number for the merit increases.

The meeting was adjourned at 4:45 pm.



CITY COUNCIL AGENDA REPORT

ITEM #4a

DATE: February 6, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, City Engineer/Public Works Director
SUBJECT: 2024 Sewer Lining Project
TYPE: General City Management

PURPOSE:

The City Council will consider a request to approve a bid from Insituform for the installation of 2,284 feet of an 8-foot sewer liner in the area of 5100 W. and 11100 N. and 1,305 feet of an 8-foot and 140 feet of 10-foot sewer liner in the Alpine Country Club area.

STAFF RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the contract with Insituform to proceed with the sewer lining project for \$213,140 and **AUTHORIZE** the City Administrator to execute the necessary contract documents for the project.

PRIOR COUNCIL DIRECTION:

The FY2024 budget included \$160,856 in funding for Capital Expenses/Projects (52-40-73) in the Sewer Fund.

BACKGROUND:

Staff has identified 3,729 linear feet of sewer main line where we are experiencing pipe degradation, root intrusion, and ground water infiltration into our sewer system. While the project does represent a capital cost, the project also creates savings for the City. When the pipes are sealed and infiltration is reduced, the fees from Timpanogos Special Service District (TSSD) are reduced as we are not paying to treat ground water infiltrating our pipes. After the liner has cured, the contractor will open the 40 lateral connections from homes adjacent to lining project. The curing and connection process all occurs on the same day, so there is not significant impact on adjacent residents.

The City issued a bid request in December 2023 for the project and received five bids and Insituform presented the lowest bid in the amount of \$193,763. This total includes the base bid and 6 of the alternate bid top-hat lateral seals. Top-hat seals are seals that are placed inside the main sewer pipe after the sewer lateral connection to the pipe has been restored. The seal is between the sewer main and the lateral. It extends approximately 6-inches into the sewer lateral and seals the lateral-to-main connection. They are called "Top Hat" because the assembly has the appearance of a top hat. The project was bid with top-hat seals for all laterals; however, given that the bid was over budget, staff recommends only doing seals at the 6 most critical locations. While staff is updating the rate study for the Sewer Fund in light of the recent TSSD rate changes, staff will also consider adding top-hat seals as a cost for sewer lining projects. Staff has been pleased with the work that Insituform has done in the past and recommends working with them again.

The recommended method is CIPP (Cured in Place Pipe). It is a 4.5mm liner with a resin that is cured and hardened with steam or ultraviolet (UV) light. A portion of this liner will need to be UV cured due to existing pipe conditions. When hardened, it becomes a new pipe within the existing pipe without any joints. It is a trenchless repair installed through the manholes. It has a 100-year design life with a 1-year installation warranty. This is the same product we have used in past successful projects.

Staff will continue to identify problem areas throughout the City and incorporate them into the City routine sewer maintenance program. It is anticipated that similar projects will be brought before Council for approval in future years.

FISCAL IMPACT:

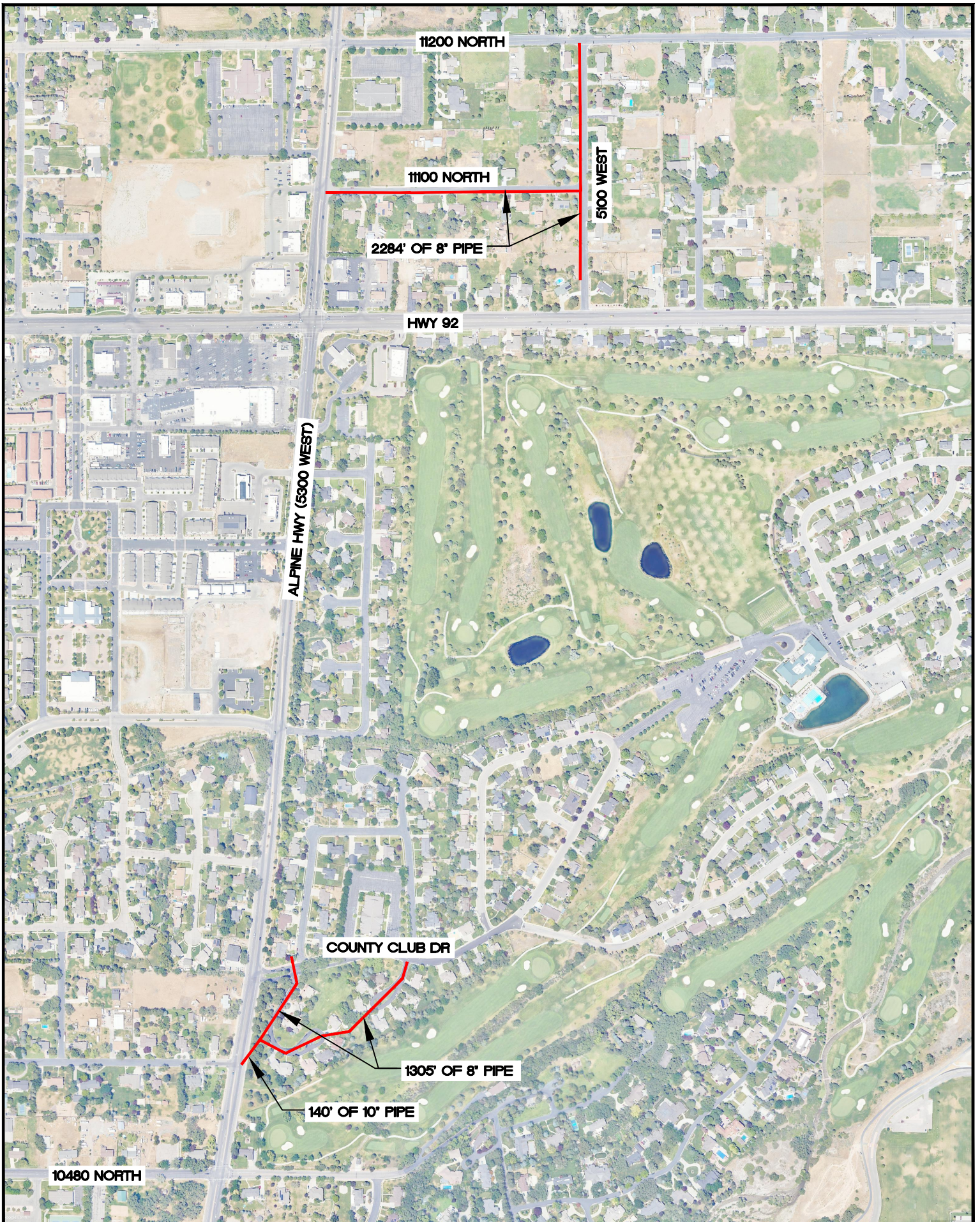
The cost of this project is \$193,763 with a 10% contingency of \$19,377 totaling \$213,140. Funding for this expense was included in the FY24 budget under GL 52-40-73 Capital Expenses/Projects in the amount of \$160,856. A portion of this account has been expended on other projects and \$132,340 remains. Additional funding from GL 52-40-78 Manholes, Root, Infiltration \$11,500 and GL 52-40-32 Engineering/Prof Services \$12,500 will be allocated for this project. As the cost increase was not anticipated in the budget, a portion of the project will need to be funded by sewer fund balance in the amount of approximately \$56,800. This amount will be included as part of the mid-year budget adjustments unless otherwise directed by the Council. There is sufficient fund balance available for this expense.

MOTION:

I move that the City Council APPROVE a contract with Insituform for the sewer lining project in an amount up to \$213,140 and AUTHORIZE the City Administrator to sign the contract documents, and direct staff to include a budget adjustment of \$57,000 in the mid-year budget adjustments from sewer fund balance.

ATTACHMENTS:

1. Overall Project Figure
2. 00 00 30 - Inv to Bid
3. Bid Tabulation - Summary
4. Bid Tabulation - Detailed Breakdown



HIGHLAND CITY 2024 SEWER LINING PROJECT

FIGURE
1

DOCUMENT 00 00 30
INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Qualified Bidders are invited to bid on the Construction Contract known as ***2024 Sewer Lining Project***.
- B. The location of the project is ***5100 West, 11100 North, Hampton Court and Windsor Lane in Highland, Utah***.
- C. The work to be performed consists of furnishing and installing the equipment, facilities, services and appurtenances thereto as included in the Contract Documents. The Work generally includes, but is not limited to, the following:

The installation of approximately 3,729 linear feet of 8” and 10” cured-in-place pipe (CIPP). After liner has cured, Contractor will reconnect 40 lateral connections. Other work includes any by-pass pumping required for the pipe lining, traffic control and other items incidental to this type of construction.
- D. All questions relative to the project shall be submitted online through the Utah Public Procurement Place website or via email to Trevor Aston – trever@highlandcity.org. Questions received after January 5 at 5:00 p.m. may not be answered.

1.2 BID LOCATION AND OPENING

- A. Separate sealed bids will be received by the OWNER in their office located at 5400 W Civic Center Dr, Suite 1, Highland, Utah 84003 until 10:00 a.m. on Tuesday, January 9, 2024 and then at said office publicly opened and read aloud. Bids shall be addressed and delivered to Highland City Recorder, prior to the Bid Opening.
- B. On the outside of the envelope, the bidder shall indicate the Construction Contract title, the name and address of the Bidder, and the date and time of Bid opening and the Bidder's return mailing address.

1.3 BID SECURITY

- A. Bid security in the amount of 5 % (percent) of the Bid must accompany each Bid in accordance with the Instructions to Bidders. Bid Security will be returned to each unsuccessful Bidder after tabulation and award of the Construction Contract.

1.4 PRE-BID CONFERENCE

- A. No Pre-Bid Conference will be held.

1.5 CONTRACT TIME

- A. The Work shall be substantially completed on or before May 15, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 1, 2024.

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. CONTRACT DOCUMENTS can be obtained via the Utah Public Procurement Place (U3P) website and the City's website <https://www.highlandcity.org/202/Bidding>.

1.7 RIGHT TO REJECT BIDS

- A. The OWNER reserves the right to reject any or all bids; or to accept or reject the whole or any part of any bid; or to waive any informality or technicality in any bid in the best interest of the OWNER. Only bids giving a firm quotation properly signed will be accepted.

1.8 VALIDITY PERIOD FOR BIDS

- A. Bids shall remain valid for 30 days after the day of Bid opening. Bidders who withdraw their bid after Bid opening, but before expiration of said period, shall forfeit their bid security if Notice of Intent to Award to the successful Bidder is made by OWNER.

END OF DOCUMENT

Highland City 2024 Sewer Lining**1/9/2024**

Received From	Base Bid	Final Bid including all Alternates
Insituform	\$ 182,963.00	\$ 254,963.00
Integrity Inspection Solutions	\$ 233,505.00	\$ 306,305.00
Planned and Engineered Construction, Inc	\$ 210,000.00	\$ 325,000.00
Inliner Solutions	\$ 251,733.00	\$ 366,733.00
Iron Horse LLC	\$ 253,473.00	\$ 373,473.00
Whitaker Construction	\$ 322,033.00	\$ 395,033.00
Mocon Pacific Inc.	\$ 404,308.00	

UNIT PRICE SCHEDULE - BASE BID				Insituform		Whitaker		Mocon Pacific Inc.		Integrity Inspection Solutions		Inliner Solutions					
Item #	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	SCHEDULE A Base Bid Schedule																
1	Mobilization		1	\$12,600.00	\$ 12,600.00	\$69,000.00	\$ 69,000.00	\$35,000.00	\$ 35,000.00	\$25,000.00	\$ 25,000.00	\$22,000.00	\$22,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
2	Traffic Control		1	\$13,500.00	\$ 13,500.00	\$9,200.00	\$ 9,200.00	\$24,000.00	\$ 24,000.00	\$17,000.00	\$ 17,000.00	\$6,500.00	\$6,500.00	\$9,850.00	\$9,850.00	\$5,000.00	\$5,000.00
3	Bypass Pumping		1	\$1,315.00	\$ 1,315.00	\$15,650.00	\$ 15,650.00	\$25,000.00	\$ 25,000.00	\$20,000.00	\$ 20,000.00	\$1,500.00	\$1,500.00	\$5,925.00	\$5,925.00	\$6,500.00	\$6,500.00
4	Install 8" CIPP Liner between MH#2 and MH #3 (UV Curing Required		348	\$87.00	\$ 30,276.00	\$61.00	\$ 21,228.00	\$72.00	\$ 25,056.00	\$45.00	\$ 15,660.00	\$72.00	\$25,056.00	\$60.00	\$20,880.00	\$57.00	\$19,836.00
5	Install 8" CIPP Liner (Water, Stream or UV Curing Allowed)		3,241	\$32.00	\$ 103,712.00	\$55.00	\$ 178,255.00	\$72.00	\$ 233,352.00	\$45.00	\$ 145,845.00	\$57.00	\$184,737.00	\$45.00	\$145,845.00	\$57.00	\$184,737.00
6	RE-Connection of Sewer Lateral		140	\$94.00	\$ 13,160.00	\$115.00	\$ 16,100.00	\$85.00	\$ 11,900.00	\$50.00	\$ 7,000.00	\$71.00	\$9,940.00	\$75.00	\$10,500.00	\$110.00	\$15,400.00
7			40	\$210.00	\$ 8,400.00	\$315.00	\$ 12,600.00	\$1,250.00	\$ 50,000.00	\$75.00	\$ 3,000.00	\$50.00	\$2,000.00	\$50.00	\$2,000.00	\$50.00	\$2,000.00
	SCHEDULE A TOTAL				\$ 182,963.00		\$ 322,033.00		\$ 404,308.00		\$ 233,505.00		\$ 251,733.00		\$ 210,000.00		\$ 253,473.00
	SCHEDULE B Additive Alternate Bid Schedule																
Alt-1	Additional Cost to Install Top Hat Lateral Sealing Liner		40	\$1,800.00	\$ 72,000.00	\$1,825.00	\$ 73,000.00		\$ -	\$1,820.00	\$ 72,800.00	\$2,875.00	\$115,000.00	\$2,875.00	\$115,000.00	\$3,000.00	\$120,000.00
					\$ -		\$ -		\$ -		\$ -						
					\$ -		\$ -		\$ -		\$ -						
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					\$ -		\$ -		\$ -		\$ -						
					\$ -		\$ -		\$ -		\$ -						
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					\$ -		\$ -		\$ -		\$ -						
	SCHEDULE B TOTAL				\$ 72,000.00		\$ 73,000.00		\$ -		\$ 72,800.00		\$ 115,000.00		\$ 115,000.00		\$ 120,000.00
	TOTAL SCHEDULE A AND B				\$ 254,963.00		\$ 395,033.00		\$ 404,308.00		\$ 306,305.00		\$ 366,733.00		\$ 325,000.00		\$ 373,473.00



CITY COUNCIL AGENDA REPORT

ITEM #4b

DATE: February 6, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, City Engineer/Public Works Director
SUBJECT: Snow Equipment Purchase
TYPE: General City Management

PURPOSE:

The City Council will consider the purchase of a multi-use snowblower/lawnmower for use at Mountain Ridge Park, and other areas throughout the city.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the purchase of a multi-use snowblower/lawn mower for use within the city.

PRIOR COUNCIL DIRECTION:

Not applicable.

BACKGROUND:

Mountain Ridge has proven to be extremely popular since its opening and staff assumes that popularity will only continue. As such, staff is striving to maintain this park to a high standard for the public. One piece of equipment that would be helpful in these efforts is a large snowblower. In terms of snow removal equipment, the City currently only has one walk behind snow blower and one larger UTV machines for clearing trails. Neither of these items will work for certain areas of Mountain Ridge Park as the UTV's are too large to navigate the sidewalks and the spaces between the pickleball and basketball area is very long and narrow without a good place to pile snow to the side, so it all has to be pushed forward to the field areas. Our walk behind snowblower is not sufficiently strong to push that much snow for that great of a distance.

Staff recommends purchasing a multi-use snowblower/lawn mower to address these problems. As it is also a lawn mower, this piece of equipment could be used year round not just at Mountain Ridge Park, but also for other areas of the city.

FISCAL IMPACT:

The cost of this purchase is \$36,365.13. This is the state contract price. Funding for this expense is included within the FY2023-2024 budget as follows:

- \$21,819.08 in GL 10-70-46 Mountain Ridge Park Maintenance; and
- \$14,546.05 in GL 10-70-31 Park Maintenance Contract.

MOTION:

I move that City Council APPROVE the purchase of a multi-use snowblower/lawnmower for \$36,365.13, and authorize the city administrator to sign the purchase documents.

ATTACHMENTS:

1. HIGHLAND CITY QUOTE WALKER

Q U O T A T I O N

PAGE: 1

Wilkinson Supply
3021 Grant Avenue
Ogden, UT 84401 USA
Phone #: (801)621-0360
Fax #: (801)393-5821

PHONE #: (801)756-5751
CELL #: (801)420-5105
ALT. #:
P.O.#:
TERMS: **Net 30**
SALES TYPE: **Quote**

DATE: **1/29/2024**
ORDER #: **1265077**
CUSTOMER #: **31187**
CP: **BRAD**
LOCATION: **1**
STATUS: **Active**

BILL TO 31187

HIGHLAND CITY
5400 W CIVIC CENTER DRIVE
HIGHLAND CITY, UT 84003 US

SHIP TO

HIGHLAND CITY
5400 W CIVIC CENTER DRIVE
HIGHLAND CITY, UT 84003 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
	WALKH24D	Model H, 23.6Hp Kohler Dielsel Liquid-Cooled Engine (H24D-16)	1	\$18,690.00	\$15,887.00	\$15,887.00
	WALKDS61-3	WALKER 61" SIDE DISCHARGE DECK, BELT DRIVE	1	\$5,400.00	\$4,590.00	\$4,590.00
	WALK2692-1	Mulch Baffle With Blades DS61	1	\$333.05	\$304.50	\$304.50
****	LABOR	INSTALL MULCH KIT	1	\$115.00	\$115.00	\$115.00
	WALKA34	MH37I ROPS KIT/GRAMMER SET	1	\$1,005.00	\$854.00	\$854.00
****	LABOR	INSTALL ROPS KIT	1	\$109.99	\$100.00	\$100.00
	WALKA33	OPERATOR CAB (MODEL H)	1	\$8,710.00	\$7,404.00	\$7,404.00
	WALK2200-24	Operator Cab Heater	1	\$859.85	\$708.99	\$708.99
****	LABOR	INSTALL CAB AND HEATER	1	\$750.00	\$750.00	\$750.00
	WALKH19	Implement Mount Hitch (Model H)	1	\$1,710.00	\$1,539.00	\$1,539.00
	WALKH17	50" Two-Stage Snow Blower (Model H)	1	\$3,465.00	\$2,945.00	\$2,945.00
	WALK2647-11	Tail Weight Kit/MH (New Axle)	1	\$361.42	\$361.42	\$361.42
	WALK2647-6	Tail Weight 55LBS	1	\$280.22	\$256.20	\$256.20
	WALK2070-5	AT Wheel&Tire LH (23x10.5-12) (2070-4 Tire & 2071-1 Wheel)	1	\$300.34	\$200.01	\$200.01
	WALK2070-6	AT Wheel&Tire/RH (23x10.5-12) (2070-4 Tire & 2071-1 Wheel)	1	\$300.34	\$200.01	\$200.01
****	LABOR	INSTALL I/H AND WEIGHT KIT	1	\$150.00	\$150.00	\$150.00

STATE CONTRACT # MA3346.

THANKS,
BRAD ROWBERRY
801-231-1306.

All quotes are valid for 10 days if product is in stock. If product is not in stock, prices are subject to change upon delivery pricing.

SUBTOTAL:	\$36,365.13
TAX:	\$0.00
ORDER TOTAL:	<u>\$36,365.13</u>

Q U O T A T I O N

PAGE: 2

Wilkinson Supply
3021 Grant Avenue
Ogden, UT 84401 USA
Phone #: (801)621-0360
Fax #: (801)393-5821

PHONE #: **(801)756-5751**
CELL #: **(801)420-5105**
ALT. #:
P.O.#:
TERMS: **Net 30**
SALES TYPE: **Quote**

DATE: **1/29/2024**
ORDER #: **1265077**
CUSTOMER #: **31187**
CP: **BRAD**
LOCATION: **1**
STATUS: **Active**

Authorized By: _____



CITY COUNCIL AGENDA REPORT

ITEM #4c

DATE: February 6, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, City Engineer/Public Works Director
SUBJECT: License Agreement with Provo River Water Users Association for the 6000 West Pump Station Connection
TYPE: General City Management

PURPOSE:

The City Council will consider authorizing a license agreement with Provo River Water Users Association for the connection to Provo River Aqueduct to allow water to be withdrawn from the aqueduct at the 6000 West booster pump location. The Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends approval of the license agreement.

PRIOR COUNCIL DIRECTION:

On October 17, 2023, Council approved a contract for the connection to the Provo River aqueduct with COP Construction. The approved FY 2024 budget included funding to construct the pump station.

BACKGROUND:

A license agreement is part of the requirements by Provo River Water Users Association to complete their approval for the connection to the Provo River Aqueduct.

FISCAL IMPACT:

There is no direct cost for this license agreement. The application fees for the connection have already been paid and were included in the cost of the project which has been included within the FY2024 budget.

MOTION:

I move that City Council APPROVE the license agreement with Provo River Water Users Association for the 6000 West Pump Station and AUTHORIZE the Mayor to sign the agreement.

ATTACHMENTS:

1. PRWUA License Agreement
2. Vicinity Map - 6000 West Pump Station

PROVO RIVER WATER USERS ASSOCIATION

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), is entered into this 3rd day of January, 2024 (the "Effective Date"), between PROVO RIVER WATER USERS ASSOCIATION, a Utah non-profit corporation (the "Association"), and Highland City Corp (together with its permitted successors and assigns, "Licensee").

RECITALS

A. The Association presently owns fee title, easement and other interests in and to certain lands and properties used in connection with the location, ownership, use, operation, maintenance, inspection, repair and replacement of a steel pipeline utilized to convey water, and commonly known as the Provo River Aqueduct (such lands and properties being referred to herein as the "PRA Corridor").

B. Licensee proposes, at its sole cost and expense, to utilize a portion of the PRA Corridor for the purpose and at the location hereinafter described.

C. The Association has determined that such use by Licensee is consistent with the Association's existing Real Property Management Policy, and will not be incompatible with Association and other existing purposes.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (including the payment by Licensee of a one-time license fee to the Association), the Association and Licensee hereby agree as follows:

SECTION 1. GRANT OF LICENSE. The Association hereby grants to Licensee, subject to the terms and conditions set forth herein, a revocable, non-exclusive license to use a portion of the PRA Corridor at the location, and for the purpose, described below:

Location: Provo River Aqueduct, Station 709⁺⁵⁰, as more particularly described on Exhibit A attached hereto (hereinafter referred to as the "Licensed Land").

Purpose(s): See Exhibit B attached hereto. Any facilities or equipment installed or constructed pursuant to this License Agreement are referred to collectively herein as "Licensee Improvements."

SECTION 2. NO WARRANTY OF TITLE; RELEASE.

(a) Licensee accepts the Licensed Land and all aspects thereof in an "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including but

not limited to both latent and patent defects, and the existence of Hazardous Materials (as hereinafter defined), if any. Licensee hereby waives all warranties, express or implied, regarding the title, condition and use of the Licensed Land, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Association makes no representations or warranties regarding the existing or non-existence of any prior leases, rights-of-way, easements, licenses and other instruments or agreements affecting the Licensed Land, whether recorded or unrecorded. Portions of the PRA Corridor are owned by the Association in fee, and other portions are occupied by the Association pursuant to easements or other interests. The Association is willing to permit the described use of the Licensed Land, without any representation or warranty whatsoever regarding the status of the Association's ownership interest in the Licensed Land. This Agreement does not purport to give Licensee any right of use that is valid as against others who have interests in the Licensed Land. To the extent the Licensed Land is held by the Association in easement, rather than fee, Licensee assumes the risk and responsibility of acquiring any additional rights necessary for lawful use of the Licensed Land. This Agreement does not purport to satisfy any legal requirements. Licensee is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning approvals. The Association has not agreed to provide any assistance to Licensee in understanding or meeting these other requirements. All operations of Licensee and any Licensee Parties (as hereinafter defined) shall be conducted at the sole risk, cost, and expense of Licensee. Licensee shall enter upon the Licensed Land at its sole risk and hazard, and Licensee and all Licensee Parties release the Association from any claims relating to the condition of the Licensed Land and the entry upon the Licensed Land by Licensee and all Licensee Parties, and from the all activities of the Association within the PRA Corridor.

(b) The United States of America, Department of the Interior, Bureau of Reclamation (the "United States"), quitclaimed the PRA Corridor to the Association on October 31, 2014. In its Quit Claim Deed, the United States reserved certain easements in portions of the PRA Corridor for both temporary access and construction, and for permanent use. Licensee's use of the Licensed Land shall be subject at all times to the terms of the easements reserved by the United States. Information regarding the location and terms of such reserved easements may be reviewed by Licensee at the Association's offices during regular business hours upon reasonable request by Licensee.

(c) The Association has conveyed certain easements in the PRA Corridor to the Metropolitan Water District of Salt Lake and Sandy, the Central Utah Water Conservancy District, and the Jordan Valley Water Conservancy District (collectively, the "Districts"), for both temporary access and construction, and for permanent use. Licensee's use of the Licensed Land shall be subject at all times to the terms of the easements conveyed by the Association to the Districts. Information regarding the location and terms of such easements may be reviewed by Licensee at the Association's offices during regular business hours upon reasonable request by Licensee.

(d) The Association has granted to Utah County (the "County"), a license to use portions of the PRA Corridor in connection with the construction, maintenance, inspection, operation, repair and replacement of the Murdock Canal Trail, pursuant to that certain Murdock Canal Trail License Agreement between the Association and the County, dated May 28, 2013, and effective on October 31, 2014 (the "Trail License Agreement"). Licensee's use of the Licensed Land shall be subject at all times to the terms of the Trail License Agreement, including the responsibility of Licensee under Section 1(g) of the Trail License Agreement to pay all expenses incurred by the County to relocate

any of the County's improvements to accommodate Licensee's Improvements. Information regarding the location and terms of such easements may be reviewed by Licensee at the Association's offices during regular business hours upon reasonable request by Licensee.

(e) This Agreement and the license granted herein is further subject to all of the rights reserved in Section 19 below.

SECTION 3. TERM OF LICENSE; EARLY TERMINATION.

(a) The term of this License Agreement shall be ^{twenty}~~five~~ (25) years from and after the Effective Date, at which time this License Agreement, and the use rights granted hereunder, shall automatically expire and terminate. At or just prior to expiration of the term of this Agreement, and at the request of Licensee, the parties shall discuss in good faith whether extending the term of this License Agreement, or entering into a new license agreement, may be in their respective interests. As used in this provision, "good faith" means only that both parties shall meet at reasonable times, with a view toward reaching a consensus and does not impose an obligation to act on either party in such a way that may then be contrary to that party's own best interests as seen by that party.

(b) The Association may terminate this License Agreement upon thirty (30) days prior written notice to Licensee,

- i. For nonuse of the Licensed Land by Licensee for a period of two (2) continuous years;
- ii. Upon the determination by the Association that Licensee's use of the Licensed Land is no longer compatible with PRA Corridor purposes;
- iii. Failure by Licensee to comply with the terms or conditions of this License Agreement, and the failure of Licensee to adequately cure the violation within thirty (30) days after receipt of written notice from the Association; provided that the Association shall have the final determination regarding the adequacy of the cure; or
- iv. For the reasonable convenience of the Association.

SECTION 4. LICENSEE WORK.

(a) Licensee warrants and agrees that all work performed by Licensee hereunder in connection with the construction, installation, inspection, operation, use, maintenance, repair or replacement of the Licensee Improvements (the "Licensee Work"), shall be performed in strict accordance with plans, drawings and specifications prepared by Licensee as attached hereto as Exhibit C (which plans, drawings and specifications, together with all plans, drawings and specifications relating to any future work performed by Licensee after the initial construction and installation, are collectively referred to herein as the "Plans"), and in a manner satisfactory to the Association, and in compliance with PRA Standard Policies and Design Guidelines. Any modifications of the Plans shall be submitted in advance in writing for review by the Association. The Association's review of the Plans is limited in scope to verifying that the same do not unreasonably interfere with the operation and functionality of the Provo River Aqueduct and the PRA Corridor. Licensee shall not construe the Association's review of the Plans as an approval of technical specifications of the design of the Licensee Improvements, of the structural integrity or

safety thereof, or of compliance of such Plans with federal, state or local design standards, codes or regulations. The Association disavows any responsibility relating to the foregoing, and does not, by reviewing the Plans, assume liability for any defects in design or construction. The Licensee shall be fully responsible to verify that Plans are in compliance with the PRA Standard Policies and Design Guidelines.

(b) Licensee shall coordinate major work (including repair and maintenance work under Section 5) with the Association, the United States, the Districts and the County so that such work does not interfere with the care, operation, maintenance or use of facilities owned by such entities. Licensee shall notify the Association at least thirty (30) days prior to entry upon the Licensed Land or any other land owned or controlled by the Association (collectively, "Association Lands"), for and Licensee Work; provided that (i) no notice shall be required for activities relating to routine activities, and (ii) no notice is required in the case of emergencies, provided that notice of entry and of the nature of the emergency is given as soon as is reasonably possible. Licensee shall be responsible for contacting the United States, the Districts and the County regarding the notification requirements of such entities.

(c) The cost and expense of designing, constructing, operating, maintaining, repairing and replacing the Licensee Work are the sole responsibility of Licensee.

(d) Unless expressly waived by the Association, Licensee warrants in connection with the Licensee Work that:

- i. All Licensee Work shall strictly comply with the Plans;
- ii. The Licensee Work shall meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;
- iii. Licensee shall obtain all required construction or other permits;
- iv. The Licensee Work shall be performed by skilled, experienced, competent and properly licensed contractors and workers;
- v. The Licensee Work shall be conducted in a timely, careful, safe, workmanlike and professional manner;
- vi. The Licensee Work shall be conducted so as not to interfere with the use of, or damage, any improvements within the Association Lands;
- vii. The construction site shall be clearly marked to indicate that the Licensee Work is part of a Licensee project, and to indicate Licensee contact information; and

(e) The Association shall have the right, but not the obligation, to observe the progress of the Licensee Work and to collect information on the materials being used at all times. The Association may also reasonably require inspection or testing by others of any work or materials. The Association shall have the right to stop work and require correction of any Licensee Work, or replacement of any materials, that in the reasonable judgment of the Association does not comply with any term or condition of this License Agreement or the Plans. If, after notice from the Association that is reasonable under the circumstances, Licensee fails to remove or correct

unacceptable Licensee Work or materials, the correction or removal of unacceptable Licensee Work or materials may be accomplished by the Association or its contractor, and Licensee shall reimburse the Association for such removal or correction. The Association shall have no obligation whatsoever to review or supervise the method or manner in which the Licensee Work is accomplished. The Association shall have no obligation whatsoever for the safety of workers or others on or adjacent to the job site. No observation or review undertaken by the Association is intended to be for the benefit of Licensee or any Licensee Parties. Unless expressly stated in writing, any observation or review by the Association shall not constitute an acceptance of any Licensee Work or materials that do not comply with the approved Plans, this License Agreement, or applicable law, regulations or codes.

(f) Licensee shall provide to the Association as-built drawings, in a format acceptable to the Association, of all completed Licensee Work.

SECTION 5. LANDSCAPE PRESERVATION AND NATURAL BEAUTY.

(a) Licensee shall exercise care to preserve the natural landscape and shall conduct the Licensee Work so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Except where clearing is required for permanent facilities, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage that may be caused by Licensee's Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property, facilities or equipment.

(b) Existing gravity drainage of the Association Lands must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the Association Lands without adequate provision for removal of drainage water or adequate protection of the Association Lands.

(c) Upon completion of the Licensee Work, the construction site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise corrected in a manner satisfactory to the Association, at Licensee's expense.

SECTION 6. STRUCTURES. Licensee acknowledges that the Association has made no representations regarding the existence or nonexistence of structures or other improvements on or adjacent to the Licensed Land, including but not limited to fiber optic, power and telephone lines or pipelines, and Licensee agrees that it will be solely responsible for, and will repair or replace at its own expense, any and all damage to such structures or improvements resulting from Licensee's operations.

SECTION 7. GENERAL USE RESTRICTIONS.

(a) Neither Licensee nor any of the Licensee Parties shall bring any explosive devices, weapons (including bows, guns, and firearms), alcoholic beverages, or illegal drugs onto the Licensed Land. Neither Licensee nor any of the Licensee Parties shall use trail bikes, motorcycles, ATV's, snowmobiles, or other vehicles on the Licensed Land for recreational purposes. Neither Licensee nor any of the Licensee Parties are permitted to smoke on the Licensed Land. Licensee and the Licensee Parties shall at all times keep the Licensed Land clean and free of any trash, refuse, graffiti, weeds, cans, papers, bottles or other debris.

(b) Licensee shall take reasonable steps to prevent fire and to promptly extinguish fire occurring on the Licensed Land. Licensee may not construct open fires on the Licensed Land. No trash or timber slash may be burned by Licensee on the Licensed Land. Licensee shall promptly and fully compensate the Association for all damages caused by fire arising out of Licensee's use of the Licensed Land by paying market value for damages for any Association losses. In addition, Licensee shall reimburse the Association for any charges incurred by the Association for fire suppression, replacement of fences and other property damaged or destroyed by fire.

(c) Licensee shall not stack or store on the Licensed Land equipment, supplies, materials, tubular goods, pipes, or any other item to be used in connection with Licensee's use of the Licensed Land, except for materials to be used during construction; provided that such materials are removed immediately thereafter.

SECTION 8. PERMITS/LEGAL REQUIREMENTS. Licensee shall comply will all laws, rules (including Association rules), and regulations pertaining to the Licensed Land and to Licensee's operations thereon. Licensee shall, at its cost and expense, apply for and obtain such permits as may be required by any county, state, federal, or other duly constituted authorities. Licensee agrees to indemnify and save harmless the Association for any penalty, fine, or assessment for failure to obtain, or to comply with the terms and conditions of, such permits, or to otherwise comply with applicable laws, rules, and regulations.

SECTION 9. ENCUMBRANCES. Licensee shall take no actions, or omit to take any actions, the taking or omission of which could result in encumbrances or liens of any kind or nature whatsoever being asserted against any Association Lands. The assertion of any lien or encumbrance shall require Licensee, within thirty (30) days after receipt of notice of the filing or recording of such lien, to either remove the same from the Association Lands as an encumbrance or to provide a corporate security or other bond acceptable to and to the benefit of the Association in the sum of at least twice the amount of such encumbrance or lien. Upon the provision of satisfactory surety for such lien, Licensee may litigate and contest such lien. If at the end of such thirty (30) day period no surety has been provided, the Association may pay the lien or encumbrance, and Licensee shall immediately reimburse the Association for all funds expended, including, but not limited to, reasonable attorneys' fees and recording costs.

SECTION 10. WASTE. Licensee shall not commit or permit to be committed any waste upon the Licensed Land or permit a nuisance thereon.

SECTION 11. MAINTENANCE OF LICENSEE IMPROVEMENTS.

(a) All of the Licensee Improvements on the Licensed Land, or close enough to the Licensed Land to present risk to the improvements or operations of the Association, the United States, the Districts or the County, shall be maintained, at the expense of Licensee, in a condition that:

- (i) is reasonably satisfactory to the Association, the United States, the Districts and the County;
- (ii) does not interfere with the ability of the Association, the United States, the Districts or the County to use, operate, repair, reconstruct, maintain, improve or modify the any facilities owned by the Association, the United States, the Districts or the County for their respective purposes, as those purposes may change from time to time change;
- (iii) is reasonably clean, safe and attractive, free of weeds, debris, graffiti and other unsightly conditions;
- (iv) is free of trees and shrubs, except those planted pursuant to a landscaping plan approved by the Association;
- (v) complies with all applicable codes, ordinances, other legal requirements, as well as generally recognized written trade and industry standards and recommendations; and
- (vi) complies with all applicable written rules and policies of the Association including, but not limited to, the Protection Criteria attached hereto as Exhibit D, including any amendments thereto made by the Association from time to time.

(b) The Association may from time to time and as is reasonable have any or all of Licensee Improvements inspected by qualified professionals.

(c) The Association may (but shall be under no obligation to) notify Licensee of any conditions applicable to the Licensee Improvements or the Licensed Land requiring maintenance or repair, and Licensee shall promptly perform such maintenance or repair work. Failure by Licensee to perform such work within a reasonable time, as may be specified in the notice by the Association, may result in the suspension of the rights of Licensee under this Agreement. The Association shall have no obligation whatsoever to inspect, maintain or repair any element or feature of the Licensee Improvements or the Licensed Land.

(d) The Association shall notify Licensee of any significant work to be performed by the Association within the Licensed Land, shall afford Licensee the reasonable opportunity to protect the Licensee Improvements, and shall exercise reasonable care (without a responsibility to incur additional costs) to avoid unnecessary damage to the Licensee Improvements. If the Association determines that it is reasonably necessary to move, remove, alter, or destroy any of the Licensed Improvements in order to accommodate the use, operation, maintenance, repair, replacement, or improvement by the Association of any facilities or improvements owned by the Association, the

sole responsibility of the Association, shall be to restore the surface to the previously existing grade. Licensee shall, at its sole cost and expense, repair or replace the damaged or removed facilities.

SECTION 12. ENVIRONMENTAL MATTERS.

(a) Licensee shall not use, place, hold, store, or dispose of, nor introduce to any waters controlled by the Association, any Hazardous Materials, as defined below, in, under or upon the Licensed Land. For purposes of this Agreement, "Hazardous Materials" means (1) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to, substances deemed as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any Environmental Laws (as hereinafter defined). Any leak, spill or other release of any Hazardous Materials on the Licensed Land shall be immediately reported to the Association, and immediately thereafter, after consultation with the Association, contained, cleaned up, removed and remediated by Licensee, at Licensee's sole cost and expense; provided that containment, clean up, removal and remediation activities shall not be delayed based on Licensee's inability to contact the Association. Reporting shall be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day after the event if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment. Licensee agrees to comply with all federal, state, and local environmental laws and to reimburse, indemnify and defend the Association from any costs or liabilities incurred by the Association as a result of Licensee's breach of this provision.

(b) "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 466 et seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401, 1450), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Clean Air Act and the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and any other federal, state, tribal or local statute, law, ordinance, code, rule, regulation, order or decree pertaining to the protection or preservation of the environment, human health, wildlife or environmentally sensitive areas, or regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, dangerous, harmful or polluting waste, substance or material, as may now or at any time in the future be in effect.

(c) Licensee shall not allow the contamination or pollution of any lands, waters or facilities owned, controlled or managed by the Association and for which Licensee has the responsibility for care, operation, and maintenance by its employees or agents, and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides, pesticide containers, or any other pollutants.

(d) Licensee shall not introduce pollutants, invasive species or place foreign materials of any kind in water conveyance facilities.

(e) The violation of any of the provisions of this Section, as determined by the Association, shall constitute grounds for termination of this Agreement.

(f) Licensee agrees to include the provisions contained in paragraphs (a) through (e) of this Section in any contract or subcontract for work to be performed within the Licensed Land.

SECTION 13. PEST CONTROL.

(a) Licensee shall not use or permit the use of any pesticides on Association Lands without prior written approval of the Association. Licensee shall submit to the Association for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.). Applicators shall meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to the Association not later than five (5) business days after any application of a pesticide.

(c) Any equipment, tools, or machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by the Association.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter any Association facilities, storm drains, sewers, or other non-target areas.

(e) Licensee shall initiate any necessary measures for containment and clean-up of pesticide spills. Spills shall be reported to the Association with full details of the actions taken. Reporting shall be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency, or by the first working day after the event if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited.

(g) For all purposes of this Section, "pesticides" shall be construed as including herbicides.

(h) Licensee agrees to include the provisions contained in paragraph (a) through (g) of this Section in any subcontract or subcontract for work to be performed within the Licensed Land.

SECTION 14. INDEMNIFICATION.

(a) Licensee agrees to indemnify, defend (with counsel acceptable to the Association) and hold harmless the Indemnified Parties (as hereinafter defined), from any and all Claims (as hereinafter defined). For purposes of this Agreement, "Indemnified Parties" means, collectively, the Association and its agents, employees, officers, directors and assigns. For purposes of this Agreement, "Claims" means all claims, actions, causes of action, suits, demands, rights, losses, damages, personal injuries (including those resulting in death), damages to property, costs (including reasonable attorneys' fees, discovery and investigative costs, witness fees and any other associated costs), expenses and liabilities of any nature whatsoever, whether based in tort, contract, warranty, statute or other theory, and regardless of the cause of the foregoing, that (i) directly or indirectly arise out of or are based upon the existence, construction, installation, inspection, operation, use,

maintenance, condition, repair or replacement of Licensee's Improvements on or within the Licensed Land, or any other use by any of the Licensee Parties (as hereinafter defined) of, or encroachment upon or within, any Association Lands, including the Licensed Land, (ii) directly or indirectly arise out of or are based upon the acts, errors, omissions or other fault of any of the Licensee Parties, (iii) allege that the Association was at fault in allowing Licensee's use of the Licensed Land, (iv) allege that any of the Indemnified Parties was at fault in failing to supervise, inspect, direct, instruct, or warn and Licensee Parties with respect to, or otherwise manage or control Licensee's use of, any Association Lands, including the Licensed Land, (v) allege that the Association knew of, should have known of, or had constructive knowledge of, a dangerous condition created by any of the Licensee Parties, (vi) allege that any of the Indemnified Parties is vicariously liable for acts of any of the Licensee Parties (under the Peculiar Risk Doctrine or otherwise), (vii) challenges in any manner Licensee's use of the any Association Lands, including the Licensed Land, (viii) arise out of any failure by Licensee to abide by the terms of this License Agreement, or (ix) are otherwise in any way derivative of the use by any of the Licensee Parties of any Association Lands, including the Licensed Land. For purposes of this Agreement, "Licensee Parties" means Licensee and any Licensee affiliates, associates, directors, officers, members, agents, employees, representatives, principals insurers, attorneys, shareholders, relatives, guests, contractors, subcontractors, invitees or other parties or entities related in any way to Licensee.

(b) The intent of subparagraph (a) is that Licensee shall defend the Indemnified Parties against liability to the maximum extent permitted by law. In connection with such defense, Licensee may assert any applicable immunity defenses available to the Indemnified Parties, including without limitation immunity available under the Utah Limitation of Landowner Liability--Public Recreation Act (Utah Code Section 57-14-1 *et. seq.*). In the event of a finding of liability, responsibility or fault of any Licensee Parties, and to the extent not covered by the insurance referenced in Section 15 below, Licensee agrees to indemnify the Indemnified Parties to the extent of the proportionate share of negligence or other fault of the Licensee Parties, up to the limits of the insurance described in Section 15 below (as such limits may be increased from time to time), even if the Licensee Parties would otherwise be protected from liability by governmental or other immunity. In connection with Claims against an Indemnified Party by any employee of Licensee, its contractors, anyone directly or indirectly employed by them, or anyone for whose acts or omissions Licensee may be liable, the indemnification obligation under this Section shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee, or its contractors, under workers' compensation acts, disability benefit acts, or other employee benefit acts. The indemnification contained in this Section shall not be construed as a waiver of governmental immunity against persons or entities other than the Indemnified Parties.

(c) In no event shall any fault of any of the Licensee Parties be reapportioned to any of the Indemnified Parties. Licensee shall indemnify and hold the Indemnified Parties harmless from any such reapportionment of fault. The described duty to defend and indemnify is not intended to run to the benefit of any Association liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond the Association's deductible or self-insured retention.

(d) Licensee agrees that none of the Indemnified Parties shall be responsible for any damage caused to facilities, equipment, structures, or other property of Licensee or others if damaged by reason of the use of or encroachment upon the PRA Corridor, including the Licensed Land, by Licensee or the public, or the operation, inspection, maintenance, repair and/or replacement of the Licensee Improvements now or hereafter situated within the Licensed Land. Licensee hereby

releases the Indemnified Parties from liability for any and all loss or damage of every description or kind whatsoever that may result to Licensee or others from the use by any of the Indemnified Parties of the PRP Corridor, or the existence, construction, installation, inspection, operation, use, maintenance, condition, repair or replacement by any of the Indemnified Parties of any facilities now or in the future owned or operated by the Indemnified Parties.

(e) Licensee agrees to pay the Association, the United States, the Districts and the County for all damage (including any reduction in useful life) to any of facilities owned or operated by the Association, the United States, the Districts or the County, whether or not situated on the Licensed Land, which damages may reasonably be attributable to the existence of the Licensee Improvements within the Licensed Land, or Licensee's operation, maintenance, inspection, repair or replacement of any of the Licensee Improvements, or any other use by Licensee of any Association Lands, including the Licensed Land, whether or not such damage is caused by Licensee's actions, or by third parties, including damage due to factors such as vibration, compaction, drainage and natural disasters.

(f) In interpreting the foregoing provisions, it is not the intent of the parties that Licensee shall indemnify, defend and hold harmless the Indemnified Parties from Claims arising from the gross negligence or willful misconduct of any of the Indemnified Parties or, with respect to the construction of the Licensee Improvements, any fault of any of the Indemnified Parties, the indemnification of which would be contrary to the provisions of Section 13-8-1, Utah Code Annotated.

(g) Licensee shall be strictly liable for failure of any of the Licensee Parties to perform in strict conformity with this Agreement and the policies of the Association.

(h) The obligation to indemnify, defend and hold harmless the Indemnified Parties shall extend beyond termination of this Agreement and shall continue in effect for so long as Claims may be asserted against the Indemnified Parties or any of them.

(i) Licensee hereby represents, agrees and warrants that it shall fully and completely assume and reimburse the Association, the United States, the Districts and the County for any and all costs, expenses, liabilities, damages, obligations, duties, responsibilities, regulatory compliance or other burdens of any kind and nature whatsoever (collectively, "Costs"), that occur, arise, are required or reasonably requested of, are imposed upon or are assumed by the Association, the United States, the Districts or the County as a result of the existence, construction, installation, inspection, operation, use, maintenance, condition, repair or replacement of the Licensee Improvements on or any Association Lands, including the Licensed Land, or any other use by Licensee of, or encroachment upon or within, the any Association Lands, including the Licensed Land; it being the express intention of the parties that the Association, the United States, the Districts and the County shall be made entirely whole from and against all Costs that exceed the Costs that would have been incurred if this License Agreement had not been entered into and the Licensee Improvements did not exist. Costs subject to payment by Licensee include, without limitation, direct out-of-pocket Costs, and indirect Costs attributable to staff time, overhead and the like. Such Costs shall include, without limitation, engineering and legal Costs associated with any review by the Association, the United States, the Districts or the County of Licensee's Plans, and design and construction costs associated with changes in the plans of the Association, the United States, the Districts or the County required to accommodate the Licensee Improvements. All payments to the Association, the United States, the Districts and/or the County hereunder shall be promptly paid to or to the order of the Association,

the United States, the Districts and the County, immediately upon receipt of an itemized invoice, and shall be delinquent if not paid within thirty (30) days after the date of such invoice.

(j) The indemnity provided by this Section is not intended in any way to preclude, limit, or affect any insurance coverage or protection of the Indemnified Parties.

SECTION 15. INSURANCE AND BONDS.

(a) Licensee shall be jointly and severally liable for any act, fault, error, omission or non-compliance with this Agreement by any of the Licensee Parties. Licensee warrants that Licensee and all persons or entities performing any work within the any Association Lands, including the Licensed Land, on behalf of Licensee will (i) provide insurance and bonds in strict compliance with Exhibit D attached hereto and by this reference incorporated herein, or (ii) at the election of Licensee and with the approval of the Association, to reimburse to the Association the cost of such insurance policy or, in the event such insurance is combined with other insurance of the Association, the incremental additional cost for such policy of insurance associated with the Licensed Land, the use thereof by Licensee, and the addition of Licensee as additional insureds. Licensee shall provide to the Association an insurance certificate evidencing compliance with this provision at least annually.

SECTION 16. REIMBURSEMENT OF COSTS. If Licensee is required to reimburse the Association, the United States, the Districts or the County for costs reasonably incurred by the Association in connection with this Agreement, Licensee shall make such reimbursement within thirty (30) days after receipt of an itemized invoice for such costs.

SECTION 17. LICENSEE TO DEFEND TITLE. Licensee shall defend the Indemnified Parties from and against any action that challenges Licensee's use of the Licensed Land under this Agreement, if the Association tenders such defense to Licensee prior to the time an answer is due in the proceedings.

SECTION 18. INTERFERENCE PROHIBITED. Licensee shall use, occupy, and maintain the Licensee Improvements with due care to avoid damage to or obstruction of the facilities of the Association, the United States, the Districts and the County, or any interference in any way with the operation and maintenance of the same.

SECTION 19. RIGHTS RESERVED.

(a) The license granted hereby is non-exclusive. The Association reserves the right to issue additional licenses, rights-of-way, or permits for compatible uses of the Licensed Land; provided, however, any such license, right-of-way, or permit shall be conditioned on such licensee, grantee, or permittee paying Licensee's expenses to relocate any Licensee Improvements as may be required for such compatible use.

(b) The Association reserves for itself the right of its officers, directors, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of Licensed Land, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct facilities and structures of all kinds, for any purpose whatsoever. Licensee's use of the Licensed Land shall be subordinate to all current or proposed future uses by the Association.

(c) If existing fences are allowed to remain, any replacements shall be constructed of chain link, wood, wire, vinyl or composite, shall stand no higher than six feet, and shall be in compliance with applicable federal, state, and local statutes, regulations and ordinances.

(d) Any and all rights of Licensee under the terms of this Agreement shall be limited by, subject to, and subordinate to, any and all rights of, the Association, the United States, the Districts and the County, and their respective officers, officials, directors, employees, agents, and permittees, to enjoy, manage, supervise, use, operate, occupy, enter, exit, inspect, repair, maintain, replace, improve or modify the Association Lands and any Association, the United States, the Districts or the County improvements or operations.

(e) The Association shall make reasonable efforts to provide reasonable advance notice to Licensee of any work the Association reasonably recognizes as materially adverse to Licensee's authorized use of the Licensed Land. The Association may implement electronic notice procedures. Licensee shall be responsible to timely provide the Association with current contact information. Licensee accepts all risks that any or all of the Licensee Improvements installed on the Licensed Land may be modified, destroyed or reconstructed at Licensee's sole cost and expense to accommodate the exercise by the Association, the United States, the Districts or the County of their respective rights to use the Licensed Land.

(f) Neither the Association, the United States, the Districts, the County or any of their respective officers, officials, trustees, directors, employees and contractors shall have any liability for any damage to, or interference with the Licensee Improvements as a result of the exercise by the Association, the United States, the Districts or the County of any of their rights.

(g) All reservations of rights by the Association under this License Agreement are in addition to any and all other rights the Association may have by operation of law or otherwise.

SECTION 20. ILLEGAL USE. The conduct by Licensee of any activity deemed to be illegal on the Licensed Lands shall be cause for immediate termination of this License Agreement.

SECTION 21. REMOVAL OF FACILITIES. The Association shall determine whether the Licensee Improvements must be removed upon termination. If the Association determines that the Improvements must be removed, removal shall be made within thirty (30) days after termination, and the site shall be restored as nearly as practicable to its original condition. Removal of the Licensee Improvements and restoration of the site shall be at the sole expense of Licensee.

SECTION 22. ASSIGNMENT OR TRANSFER. It is understood that this Agreement shall apply to and bind any successors in interest and assigns of the respective parties. Neither this License Agreement, nor any rights to use the Licensed Land, either hereunder or otherwise, may be assigned or transferred by Licensee (except to any successor state agency), without the prior written consent of the Association, which consent may be withheld in the sole and absolute discretion of the Association. Any such attempt to assign without the prior written consent of the Association shall be considered null and void and shall be grounds for termination of this Agreement. Any bankruptcy filing by Licensee, other purported assignment by operation of law, or appointment of a receiver, shall automatically terminate this Agreement.

SECTION 23. SEVERABILITY. Each provision of this License Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this License

Agreement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of this License Agreement as a whole.

SECTION 24. NOTICE. All payments, notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (i) sent by fax to the fax number set forth below or at such other number as the respective party may designate by notice as provided herein, and concurrently sent by 1st class U.S. mail, postage prepaid, (ii) personally delivered, or (iii) sent by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the address set forth below or at such other address as such party may hereafter designate by written notice to the other party as herein provided:

If to Association: Provo River Water Users Association
Attn: Renee Gluch
285 West 1100 North
Pleasant Grove, UT 84062
Telephone: (801) 796-8770
Email: rmg@prwua.org

If to Licensee: Highland City Corp
Attn: Kurt Ostler
5400 West Civic Center Dr Ste 1
Highland, Utah 84003
Telephone: 801-756-5751
Email: publicworks@highlandcity.org

Notice by mail shall be deemed effective and complete at the time it is received or served. Notice by fax shall be deemed effective and completed at the time the fax is sent. Licensee shall provide the Association a list of names and telephone numbers, fax numbers and e-mail addresses of appropriate contacts. Licensee shall provide the Association with a 24-hour emergency contact number.

SECTION 25. MISCELLANEOUS PROVISIONS. The parties hereto agree to the following additional provisions:

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

(b) A Memorandum of Agreement may be recorded in the official property records of Utah County.

(c) No modification or variation of this Agreement shall be of any force or effect unless evidences by a writing executed by both parties.

(d) It is expressly stipulated and agreed that time shall be of the essence in this Agreement.

(e) The Association and Licensee each agree to pay and discharge all reasonable costs and expenses, including attorneys' fees, made and incurred by the prevailing party in enforcing the covenants and agreements of this Agreement.

(f) The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid provision were omitted.

(g) The parties shall execute such additional documents as may be necessary or desirable to carry out the intent of this Agreement.

(h) The Section headings used herein are for the convenience of the parties and shall not be deemed to modify or construe the meaning of this Agreement. Definitions given anywhere in this Agreement apply throughout the Agreement.

(i) The United States, the Districts and the County are intended third-party beneficiaries of this Agreement, to the extent indicated herein.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the Effective Date.

PROVO RIVER WATER USERS ASSOCIATION

By: _____
Jeffrey D. Budge, P.E., General Manager

ACKNOWLEDGMENT OF PROVO RIVER WATER USERS ASSOCIATION

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On this _____ day of _____, 20____, personally appeared before me _____, known to me to be the General Manager of the Provo River Water Users Association, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of Provo River Water Users Association pursuant to authority delegated to him.

NOTARY PUBLIC

S
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LICENSEE:

By: _____
Title: _____

ACKNOWLEDGMENT OF LICENSEE

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On this _____ day of _____, 20____, personally appeared before me _____, known to me to be the signer of the above instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

EXHIBIT A

[Here describe the Licensed Land, including a map.]

EXHIBIT B

The uses authorized by this Agreement consist of the construction, installation, inspection, operation, use, maintenance, repair and replacement of [here describe proposed use].

EXHIBIT C

[Here attach approved Plans, drawings and specifications for Licensee Improvements, if any.]

EXHIBIT D

PROTECTION CRITERIA

EXHIBIT D**INSURANCE AND BOND REQUIREMENTS**

A. Minimum Limits of Insurance. Except as approved in writing by the Association in advance of the work to be performed, all of Licensee's contractors, and all subcontractors of Licensee's contractors, shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$4,000,000 Aggregate, Broad Form Commercial General Liability, (ISO 1993 or better), to include Products - Comp/OP, aggregate of 4,000,000, limits to apply to this project individually.

2. Professional Liability: \$2,000,000 per occurrence, \$4,000,000 aggregate.

3. Automobile Liability: \$2,000,000 per occurrence, "Any Auto" coverage required.

4. Workers' Compensation and Employers' Liability: Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah. Employers Liability limits of \$2,000,000 per occurrence.

B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retention must be declared to and approved by the Association in writing. At the option of the Association, either (i) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects the Association, the United States, the Districts and the County, and their respective trustees, directors, officers, officials and employees (collectively referred to as the "mandatory insureds"), or (ii) Licensee may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. Performance and Payments Bonds. All persons and entities performing any work on Association Lands or rights of way shall provide performance and payment bonds for the full sum of their contracts, naming Licensee and the Association as co-obligees.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.

i. The mandatory insureds are to be covered as additional insureds as respects liability arising out of any activities conducted on Association Lands or interests in lands. The form of any additional insured endorsements shall be approved by the Association. The coverage shall contain no special limitations on the scope of protection afforded to the mandatory insureds.

ii. The insurance coverage of Licensee's contractors and subcontractors, shall be a primary insurance as respects the mandatory insureds. Any insurance or self-insurance maintained by any of the mandatory insureds shall be in excess of the insurance described here, and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the mandatory insureds.

2. **All Coverages.** Each insurance policy required here shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Association.

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

F. **Verification of Coverage.** Licensee and all of Licensee's contractors and all subcontractors of Licensee's contractors shall furnish the Association with certificates of insurance and with original endorsements effecting coverage required by this License Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Association before work commences. The Association reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. **Licensee Strictly Liable for Compliance of Contractors.** Licensee shall see that each of Licensee's contractors, and each of their subcontractors, complies with these insurance requirements, and Licensee shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

6000 WEST PI PUMP STATION





CITY COUNCIL AGENDA REPORT

ITEM #4d

DATE: February 6, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Jay Baughman, Assistant City Administrator/Community Development Director
SUBJECT: Facility Rental Policy Update
TYPE: General City Management

PURPOSE:

The City Council will discuss proposed updates to the City's Facility Rental Policy in order to align the policy with necessary changes in practice. The Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommend approving the proposed changes to the Highland City Facility Rental Policy.

PRIOR COUNCIL DIRECTION:

On October 17, 2023, Council was presented with a draft update to the City's Building Use Policy. After a discussion about the state of the Highland City Community Center, Staff was directed to bring the Policy back for consideration once more progress had been made on repainting and re-carpeting the Community Center. The Council also asked for clarification on fees charged to residents and non-residents and how the damage deposit was managed.

BACKGROUND:

Highland City has a Building Use Policy, now called the Facility Rental Policy (the Policy), that regulates the use of City buildings that are available to be rented by the public for non-commercial use. As circumstances, policies, uses and technology have changed, it is necessary that the Policy be updated to conform with changes in:

- Use priority – Priorities have been simplified based on current practice and practical feasibility.
- City financial policies – Current Highland City financial policies (per state regulation) require that once a check is received, it must be deposited in a timely manner. Previous practice was to simply hold the check and only cash it if the deposit was not to be refunded.
 - Information is also provided that explains the City's use and storage of credit card information.
 - The Policy also now references the City Fee Schedule for the rental deposit amount, rather than having the amount listed in the Policy itself. This is so that the Policy does not have to be changed if the rental deposit fee amount changes.
- Legal requirements – Some language has been inserted to protect the City from potential legal liability.
- Wireless internet availability – The Highland Community Center has recently had a wireless internet system installed. A section has been inserted in the Policy to discuss the City's limitations and liabilities related to that service.

- Readability – General changes have also been made to the document for clarity in language and correctness in grammar.

In terms of the improvements to the Community Center, the interior was painted from January 10-12. It is expected that the carpet can be selected and installed within a month of the painting being completed.

The name of the Policy has been changed from Building Use Policy to Facility Rental Policy to better reflect the intended scope and purpose of the document.

Some of the discussion on October 17 pertained to the refundable room deposit fee and the hourly fee that is charged for renting the building. The current fee is \$150, which is collected at the time of reservation. With the proposed policy changes, the City would be able to take a customer's credit card information and only charge it if needed based on inspection of the facility. This would eliminate the need for customers to be charged the fee unless they choose to pay with cash or check.

The individual and organization rates are charged as follows according to the fee schedule:

- Resident: \$15.00 per hour
- Non-resident: \$30.00 per hour
- Non-profit and government entities: \$5.00 per hour

Changes to the amounts charged for the rental of City facilities will be addressed in the City Fee Schedule and not the Facility Rental Policy.

On October 17, Council inquired about the rental makeup of the Community Center. The Highland City Community Center 2023 reservations for February through December 2023 are summarized below.

Reservations	359 Total	
Resident	258	72% (includes Highland City Arts Council reservations)
Non-resident	101	28%
Number of Different Users	58	
Use Types		
HCAC	218	61%
Private Music Recitals	64	18%
Government Entities	25	7%
Other	51	14%
	359	100%

FISCAL IMPACT:

None

MOTION:

I move that the City Council approve the suggested changes to the Facility Rental Policy.

ATTACHMENTS:

1. Facility Rental Policy - Draft 01.2024 Redline
2. Facility Rental Policy - Draft 01.2024 Clean



HIGHLAND CITY ~~BUILDING USE~~ FACILITY RENTAL POLICY

POLICY

Highland City (“City”) supports making the Community Center and City Hall Council Chambers (“Buildings”) available to the public for certain types of meetings as set forth below.

All applications for the use of the Buildings shall be approved or denied by the Building Supervisor, who shall be a person so designated by the City Administrator. The administration of this ~~Use Policy~~ Rental Policy shall be vested in the Building Supervisor.

~~The Requested~~ requested use of the Buildings must be for a lawful and ~~for a~~ non-commercial purpose, ~~which shall not include except performances and recitals as determined by the bBuilding sSupervisor, and pPriority 1One and 2Two uses.~~ Any permissible use must be in compliance with this Policy, the Utah State Open and Public Meeting Act, and may not conflict with any official City or governmental business.

The City shall not discriminate in the use of the Buildings on the basis of race, creed, color, national origin, sex, religion, or disability.

~~The rR~~ental of the Buildings does not constitute an endorsement from Highland City.

USE PRIORITY

1. Classification of Use Types

a. Priority One: Highland City ~~Government~~ government and Eevents.

b. Priority Two: Highland City Arts Council (HCAC)

HCAC is a Standing Committee of Highland City as well as a nonprofit, 501(c)3 corporation which is subject to the same regulatory procedures and laws as a municipal corporation.

~~HCAC is an organization that will continue the development of the cultural and arts programs for Highland City and for others as the opportunity arises.~~

i. ~~HCAC is expected to submit their requests in a timely manner, at least three (3) months in advance. HCAC is expected to only use the facility when necessary for official HCAC events or classes.~~

i.

~~b. Priority ThreeTwo: Highland Residents for non-commercial purposes.~~

~~e. **Priority Three:** Other governmental agencies, including cities, counties, the State of Utah, regional governments, school districts, and other similar organizations. Political meetings or election education for the residents of Highland City.~~

~~d. **Priority Four:** 501(c)(3) tax-exempt organizations.~~

~~e.c. **Priority Five:** Non-Highland Residents for non-commercial purposes. All other non-commercial groups or individuals.~~

2. Use Priority Policy

Priority One meetings shall have priority over all other uses. ~~If there is a scheduling conflict, Priority One meetings will have priority.~~ Any other meeting reservation will be cancelled or rescheduled to accommodate ~~the a~~ Priority One meeting.

In the event of a conflict, the Building Supervisor shall contact the group or individual whose meeting conflicts with the Priority One meeting as soon as possible and attempt to reschedule the conflicting meetingevent.

Except under extenuating circumstances, Priority One and Two groups will submit their reservations at least three (3) months in advance. HCAC will only use the facility when necessary for official HCAC events or classes.

RESERVATION PROCEDURES

1. Application

Any authorized group wishing to reserve an available area of the Building shall contact the Building Supervisor in advance of the proposed reservation date and complete a reservation application form.

2. Confirmation

If the Building is available on the date and times requested and the Building Supervisor determines that the proposed use is compliant with the ~~Use Policy~~Rental Policy, the Building Supervisor shall notify the applicant that the meeting has been scheduled and make all the appropriate arrangements.

3. Payment of Fees and Deposits

A Security Deposits and any applicable fees are required within five (5) business days following approval. If not received, the approval is withdrawn and the reserving party loses their confirmed reservation.

a. Security Deposit: The use of the Building will require a security deposit ~~asin an~~ amount stated in the Highland City Fee Schedule. ~~The~~ Deposit may be secured as outlined below.

i. Credit Card on File

A valid credit card may be kept on file in lieu of providing a security deposit. Any credit card information kept on file shall be taken through the City's approved reservation software. Highland City does not store credit card information but utilizes a secure third-party site.

ii. Deposits paid via cash or ~~check:-a~~

After an inspection if there is no ~~Deposit checks are held and not cashed unless there is~~ damage or added cleaning costs as a result of the rental, ~~then checks- deposit amount is are refunded.-~~ If cleaning costs or repair of damage to the City facilities or its contents exceeds the deposit, the party renting the facility at the time damage was incurred must pay the total costs of such cleaning or repairs.

Deposit check refunds shall be mailed within 14 days of the Building Supervisor's approval of the post-event condition of the property.

~~i-~~ If damage or mistreatment of the premises have occurred, charges will be made to the credit card on file or deductions will be made from the deposit to reimburse the City for cleaning costs and/or Building repairs. If insufficient, a charge will be assessed to the individual and/or group. It is advised that the renting party inspect the reserved room and areas to be used and document any preexisting damage and make not and/or take pictures prior to set-up and use.

Card on File

~~Any credit card information kept on file shall be inputted ontaken through the City's approved reservation software. Highland City does not store credit card information but utilizes a secure third-party site.~~

The deposit, if any remains, shall be shredded (or mailed to the applicant if a self-addressed and stamped envelope was provided) within 14 days of the Building Supervisor's approval of the post-event condition of the property.

b. Inspection:

~~b-~~ An inspection may be in person by the building supervisor or other designated Highland City employee, OR an inspection may be completed by the individual(s) who rented the facility through before and after pictures submitted ~~via~~ electronically. If a picture inspection appears to show damage to the facility, a physical inspection will take place by a Highland City employee.

If Damages or Mistreatments Occur

~~== Credit Card on File~~

~~A valid credit card may be kept on file in lieu of providing a security deposit. If damage or mistreatments of the premises have occurred and there is no security deposit to deduct from, or costs exceed the amount of the security deposit this card may be charged for the remaining balance.~~

~~Or Security Deposit~~

~~The use of the Building will require a security deposit as stated in the Highland City Fee Schedule. If damage or mistreatment of the premises have occurred, deductions will be made from the remaining deposit to reimburse the City for cleaning costs and/or Building repairs. If insufficient, a charge will be assessed to the individual and/or group.~~

~~a. Credit Card on File~~

~~A valid credit card may be kept on file in lieu of providing a security deposit. If damage or mistreatment of the premises have occurred, or costs exceed the amount of the security deposit this card may be charged for the remaining balance.~~

~~in lieu of providing a security depositThe use of the Building will require a security deposit as stated in the Highland City Fee Schedule. If damage or mistreatments of the premises have occurred, deductions will be made from the remaining deposit to reimburse the City for cleaning costs and/or Building repairs. If insufficient, a charge will be assessed to the individual and/or group.~~

4. Refunds for Cancellation

A refund of one hundred percent (100%) will be made if the reservation is cancelled more than ~~seven (7)~~⁵ business days prior to the event. No refund will be given if cancelled less than ~~seven (7)~~⁵ business days prior to the scheduled event.

USE REGULATION

1. Conduct While in the Building

- a. Any individual or group using the Building shall always conduct themselves in a lawful and orderly manner. Nothing in this ~~Use Policy~~^{Rental Policy} shall be interpreted by the City to restrict otherwise lawful expressive conduct.
- b. No ~~use of~~ tobacco, vaping, possession of ~~or use of~~ illegal drugs, or drinking of alcoholic beverages will be permitted at any time.
- c. Open flames, lighted candles, glitter, rice, confetti, graphite, paint, hay, straw, corn stalks, grass, palm fronds, feathers and other similar materials ARE NOT allowed in the Building.
- d. Tables and chairs are provided in the Building. Heavy items are to be carried when moved to avoid damage to the floor. Tables, chairs and other equipment are not to be taken from the Building for any reason.

- e. Hallways, exits, restrooms and other traffic areas are to remain free of tables, chairs, boxes, and other items at all times.
- f. No nails, tape, or tacks may be used on the walls. No item may be strung or attached to the walls. Painter's tape may be used for hanging light objects, such as paper decorations, upon the approval of the Building Supervisor.
- g. Participants and guests are to remain in the appropriate area(s) of the Building. Playing in halls or restrooms is prohibited. Children attending meetings in the Building must be supervised at all times by a responsible adult who is present. The party reserving the facility is responsible for the conduct of the participants and guests.
- h. Meetings shall end on time. Sufficient time shall be scheduled for cleanup within the scheduled room at the conclusion of the activity.
- i. Lights should be turned off in the Building at the conclusion of the meeting.
- j. Pets or animals are not allowed in the Building except for service animals as defined in the American with Disabilities Act.
- k. Portable electrical appliances, i.e. ovens, hot plates or space heaters will not be allowed. Special lighting, sound and other non-standard equipment will be allowed with the approval of the Building ~~supervisor~~Supervisor. Computers and ~~Projectors~~projectors are allowed.
- l. Gambling in any form is prohibited.
- m. Use of the Community Center piano will be allowed if requested for an additional fee in advance.
- n. Use of the City Hall projector will be allowed if requested for an additional fee in advance. City computers are not available for rental use.
- o. All materials for the meeting must be contained to the meeting space and cannot be placed in hallways, entryways, etc.

2. Cleaning Responsibility

- a. It shall be the responsibility of the individual or group using the Building to clean up the area used.
- b. The Building Supervisor will verify cleaning has been adequately performed.
- c. If cleaning has not been adequately performed, or if any damage has occurred, the Building Supervisor shall make a written list and take photographs to document the damages in case the security deposit is forfeited or other damages are sought.
- d. Highland City assumes no responsibility for any belongings left unattended. Patrons are expected to keep all personal belongings in their possession at all times. Personal belongings left unattended for extended periods of time may be

subject to removal and/or disposal. Unattended items may be inspected and/or removed in order to preserve a safe and clean environment. Lost property is defined as property not owned by Highland City or its congruent as determined by the Building Supervisor, Sshall be held for a aof maximum of thirty days. After this time the property may be donated, sold, destroyed, or otherwise disposed of.

- e. These standards are applicable to all priority groups.

3. Serving Food

- a. The Community Center is equipped with a kitchen strictly for the use of clean up and preparation of events. ~~City Hall is not equipped with a kitchen.~~ Refreshments and catered meals are allowed provided the food can be prepared and served lawfully without the use of kitchen facilities. ~~Red and orange based Colored~~ punch, grape juice, or other strong colored liquids, sauces, toppings, or foods which would stain carpets are not allowed (i.e., strawberry, raspberry, blueberry). City Hall is not equipped with a kitchen. No food is allowed in Highland City Council Chambers, unless approved by the bBuilding sSupervisor.
- b. Chairs and/or tables need to be set up and taken down by the applicant making the reservations. City staff will not perform any setup or preparation. When food is served, it will be the responsibility of those renting the Building to provide table coverings.

4. Rules Violation

Reservations may be cancelled on-site due to failure to follow the ~~Building Use~~Facility Rental

Rules. The applicant's privilege to make Future-reservations in the future may also be put in jeopardy.

5. Building Hours

a. **Community Center**

The Building will generally be available for use during the following times:

Monday - Saturday	8:00 a.m. – 10:00 p.m.
Sunday	CLOSED
Official City Holidays	CLOSED

b. **City Hall**

No activities that would disturb the Library, City Council Room, or City Offices will be allowed. City Hall is only available for use by Priority One, ~~and~~ Priority ~~Three~~ Priority Two, and Oother governmental agencies, including cities, counties, the State of Utah, regional governments, school districts, and other similar organizations. Political meetings or election education for the residents of Highland City: and Ggovernmental groups or organizations may not use the

Council Chambers if Highland City is ~~running~~ acting as a Voting Center at the same time. ~~groups~~ Organizations or individuals may only rent City Hall once per calendar month. The Building will generally be available for use during the following times:

Monday - Thursday	8:00 a.m. – 8:00 p.m.
Friday	10:00 a.m. – 4:00 p.m.
Saturday	12:00 p.m. – 4:00 p.m.
Sunday	CLOSED
Official City Holidays	CLOSED

6. Wireless Internet ~~WiFi~~ Use

- a. The wireless network service is provided completely at Highland City's discretion. Your access to the network may be blocked, suspended, or terminated at any time for any reason.
- b. The wireless network shall not be used for any purpose that is unlawful or otherwise prohibited and you are fully responsible for your use.
- c. The wireless network is provided "as is" without warranties of any kind, either expressed or implied.

7. Hold Harmless

Those who use the Buildings agree to hold the City harmless from any and all harm, loss, damages or liability, and also agree to indemnify the City for harm incurred by third-parties arising from their use of the building.

8. ~~Use Policy~~Rental Policy Subject to Change

Rules or regulations will be established as necessary by the governing body. ~~Rules or regulations pertaining to sections, Reservation Procedure, In the Event of Additional Costs, and Use Regulation,~~ will be established as necessary by the City Administrator or designee. All ~~sections~~ shall be enforced by the Building Supervisor, City Administrator, Mayor, or designee.

~~Any other rules or regulations pertinent to the effective an efficient operation and preservation of the Building will be established as necessary by the governing body and enforced by the City Administrator, Mayor, or designee~~

The City's governing body reserves the right to amend and terminate the ~~Use Policy~~Rental Policy, related rules, fees, and deposits at any time when deemed necessary or desirable by the governing body.



HIGHLAND CITY FACILITY RENTAL POLICY

POLICY

Highland City (“City”) supports making the Community Center and City Hall Council Chambers (“Buildings”) available to the public for certain types of meetings as set forth below.

All applications for the use of the Buildings shall be approved or denied by the Building Supervisor, who shall be a person so designated by the City Administrator. The administration of this Rental Policy shall be vested in the Building Supervisor.

The requested use of the Buildings must be for a lawful and non-commercial purpose, except performances and recitals as determined by the Building Supervisor, and Priority One and Two uses. Any permissible use must be in compliance with this Policy, the Utah State Open and Public Meeting Act, and may not conflict with any official City or governmental business.

The City shall not discriminate in the use of the Buildings on the basis of race, creed, color, national origin, sex, religion, or disability.

The rental of the Buildings does not constitute an endorsement from Highland City.

USE PRIORITY

1. Classification of Use Types

- a. Priority One: Highland City government and events.
- b. Priority Two: Highland City Arts Council (HCAC)
 - i. HCAC is a Standing Committee of Highland City as well as a nonprofit, 501(c)3 corporation which is subject to the same regulatory procedures and laws as a municipal corporation.
- c. Priority Three: All other non-commercial groups or individuals.

2. Use Priority Policy

Priority One meetings shall have priority over all other uses. Any other reservation will be cancelled or rescheduled to accommodate a Priority One meeting.

In the event of a conflict, the Building Supervisor shall contact the group or individual whose meeting conflicts with the Priority One meeting as soon as possible and attempt to reschedule the conflicting event.

Except under extenuating circumstances, Priority One and Two groups will submit their reservations at least three (3) months in advance. HCAC will only use the facility when necessary for official HCAC events or classes.

RESERVATION PROCEDURES

1. Application

Any authorized group wishing to reserve an available area of the Building shall contact the Building Supervisor in advance of the proposed reservation date and complete a reservation application form.

2. Confirmation

If the Building is available on the date and times requested and the Building Supervisor determines that the proposed use is compliant with the Rental Policy, the Building Supervisor shall notify the applicant that the meeting has been scheduled and make all the appropriate arrangements.

3. Payment of Fees and Deposits

A Security Deposit and any applicable fees are required within five (5) business days following approval. If not received, the approval is withdrawn and the reserving party loses their confirmed reservation.

- a. Security Deposit: The use of the Building will require a security deposit in an amount stated in the Highland City Fee Schedule. The Deposit maybe secured as outlined below.

- i. Credit Card on File

A valid credit card may be kept on file in lieu of providing a security deposit. Any credit card information kept on file shall be taken through the City's approved reservation software. Highland City does not store credit card information but utilizes a secure third-party site.

- ii. Deposits paid via cash or check

After an inspection if there is no damage or added cleaning costs as a result of the rental, the deposit amount is refunded. Deposit check refunds shall be mailed within 14 days of the Building Supervisor's approval of the post-event condition of the property.

If damage or mistreatment of the premises have occurred, charges will be made to the credit card on file or deductions will be made from the deposit to reimburse the City for cleaning costs and/or Building repairs. If insufficient, a charge will be assessed to the individual and/or group. It is advised that the renting party inspect the reserved room and areas to be used and document any preexisting damage and make not and/or take pictures prior to set-up and use.

b. Inspection: An inspection may be in person by the building supervisor or other designated Highland City employee, OR an inspection may be completed by the individual(s) who rented the facility through before and after pictures submitted electronically. If a picture inspection appears to show damage to the facility, a physical inspection will take place by a Highland City employee.

4. Refunds for Cancellation

A refund of one hundred percent (100%) will be made if the reservation is cancelled more than seven (7) business days prior to the event. No refund will be given if cancelled less than seven (7) business days prior to the scheduled event.

USE REGULATION

1. Conduct While in the Building

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- b. No use of tobacco, vaping, possession of or use of illegal drugs, or drinking of alcoholic beverages will be permitted at any time.
- c. Open flames, lighted candles, glitter, rice, confetti, graphite, paint, hay, straw, corn stalks, grass, palm fronds, feathers and other similar materials ARE NOT allowed in the Building.
- d. Tables and chairs are provided in the Building. Heavy items are to be carried when moved to avoid damage to the floor. Tables, chairs and other equipment are not to be taken from the Building for any reason.
- e. Hallways, exits, restrooms and other traffic areas are to remain free of tables, chairs, boxes, and other items at all times.
- f. No nails, tape, or tacks may be used on the walls. No item may be strung or attached to the walls. Painter's tape may be used for hanging light objects, such as paper decorations, upon the approval of the Building Supervisor.
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- h. Meetings shall end on time. Sufficient time shall be scheduled for cleanup within the scheduled room at the conclusion of the activity.
- i. Lights should be turned off in the Building at the conclusion of the meeting.

- j. Pets or animals are not allowed in the Building except for service animals as defined in the American with Disabilities Act.
- k. Portable electrical appliances, i.e. ovens, hot plates or space heaters will not be allowed. Special lighting, sound and other non-standard equipment will be allowed with the approval of the Building Supervisor. Computers and projectors are allowed.
- l. Gambling in any form is prohibited.
- m. Use of the Community Center piano will be allowed if requested for an additional fee in advance.
- n. Use of the City Hall projector will be allowed if requested for an additional fee in advance. City computers are not available for rental use.
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- b. The Building Supervisor will verify cleaning has been adequately performed.
- c. If cleaning has not been adequately performed, or if any damage has occurred, the Building Supervisor shall make a written list and take photographs to document the damages in case the security deposit is forfeited or other damages are sought.
- d. Highland City assumes no responsibility for any belongings left unattended. Patrons are expected to keep all personal belongings in their possession at all times. Personal belongings left unattended for extended periods of time may be subject to removal and/or disposal. Unattended items may be inspected and/or removed in order to preserve a safe and clean environment. Lost property is defined as property not owned by Highland City or its congruent as determined by the Building Supervisor, shall be held for a maximum of thirty days. After this time the property may be donated, sold, destroyed, or otherwise disposed of.
- e. These standards are applicable to all priority groups.

3. Serving Food

- a. The Community Center is equipped with a kitchen strictly for the use of clean up and preparation of events. Refreshments and catered meals are allowed provided the food can be prepared and served lawfully without the use of kitchen facilities. Colored punch, grape juice, or other strong colored liquids, sauces, toppings, or foods which would stain carpets are not allowed (i.e., strawberry, raspberry,

blueberry). City Hall is not equipped with a kitchen. No food is allowed in Highland City Council Chambers, unless approved by the Building Supervisor.

- b. Chairs and/or tables need to be set up and taken down by the applicant making the reservations. City staff will not perform any setup or preparation. When food is served, it will be the responsibility of those renting the Building to provide table coverings.

4. Rules Violation

Reservations may be cancelled on-site due to failure to follow the Rental Policy Rules. The applicant's privilege to make reservations in the future may also be put in jeopardy.

5. Building Hours

a. **Community Center**

The Building will generally be available for use during the following times:

Monday - Saturday	8:00 a.m. – 10:00 p.m.
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Official City Holidays	CLOSED

b. **City Hall**

No activities that would disturb the Library, City Council Room, or City Offices will be allowed. City Hall is only available for use by Priority One, Priority Two, and other governmental agencies, including cities, counties, the State of Utah, regional governments, school districts, and other similar organizations. Political meetings or election education for the residents of Highland City and governmental groups or organizations may not use the Council Chambers if Highland City is acting as a Voting Center at the same time. Organizations or individuals may only rent City Hall once per calendar month. The Building will generally be available for use during the following times:

Monday - Thursday	8:00 a.m. – 8:00 p.m.
Friday	10:00 a.m. – 4:00 p.m.
Saturday	12:00 p.m. – 4:00 p.m.
Sunday	CLOSED
Official City Holidays	CLOSED

6. Wireless Internet Use

- a. The wireless network service is provided completely at Highland City's discretion. Your access to the network may be blocked, suspended, or terminated at any time for any reason.
- b. The wireless network shall not be used for any purpose that is unlawful or otherwise prohibited and you are fully responsible for your use.

- c. The wireless network is provided "as is" without warranties of any kind, either expressed or implied.

7. Hold Harmless

Those who use the Buildings agree to hold the City harmless from any and all harm, loss, damages or liability, and also agree to indemnify the City for harm incurred by third-parties arising from their use of the building.

8. Rental Policy Subject to Change

Rules or regulations will be established as necessary by the governing body. All sections shall be enforced by the Building Supervisor, City Administrator, Mayor, or designee.

The City's governing body reserves the right to amend and terminate the Rental Policy, related rules, fees, and deposits at any time when deemed necessary or desirable by the governing body.



CITY COUNCIL AGENDA REPORT

ITEM #5a

DATE: February 6, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, City Engineer/Public Works Director
SUBJECT: Highland Elementary Safe Routes to School Project Funding
TYPE: General City Management

PURPOSE:

The City Council will consider authorizing the expenditure of funds for the Safe Routes To School grant project that the City was awarded in the Highland Elementary area. The Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends authorization of project expenditures up to \$100,000.

PRIOR COUNCIL DIRECTION:

On June 6, 2023, the City Council approved an agreement with UDOT for the Highland Elementary area Safe Routes to School grant. The Grant funding is \$130,000 with a City match minimum of \$9,440. The project expenses are estimated to well exceed \$140,000, and as such the FY2024 budget actually includes \$100,000 for City expenditures associated with the project.

BACKGROUND:

In 2021, the City applied for a Safe Routes to School grant for the area surrounding Highland Elementary. The project funding is now available, and the City will begin to incur costs associated with property acquisition, design, construction, and construction management services. Staff is seeking approval to expend City funds for project related expenses. The funds were planned in the FY2024 budget. UDOT administers the grant funds and their processes will dictate the procedure moving forward. It is anticipated that the construction will be able to occur in summer 2024; however, as the City is not the sole agency involved in the planning and construction, the exact construction date is unknown.

The full project objective maps are included in the provided materials. However, budget constraints may dictate that not all of the project objectives are met. The initial monies will be used towards the sidewalk on 6000 West. There is one parcel that will need to be acquired for the project. That parcel is shown in the provided materials. Staff has had preliminary and ameanable conversations with the property owner of the parcel.

FISCAL IMPACT:

The cost for the City portion of this project is \$100,000. Funding for this expense is included in GL 10-60-37 Streets and Roads Sidewalk Repair and Maintenance within the FY2024 budget.

MOTION:

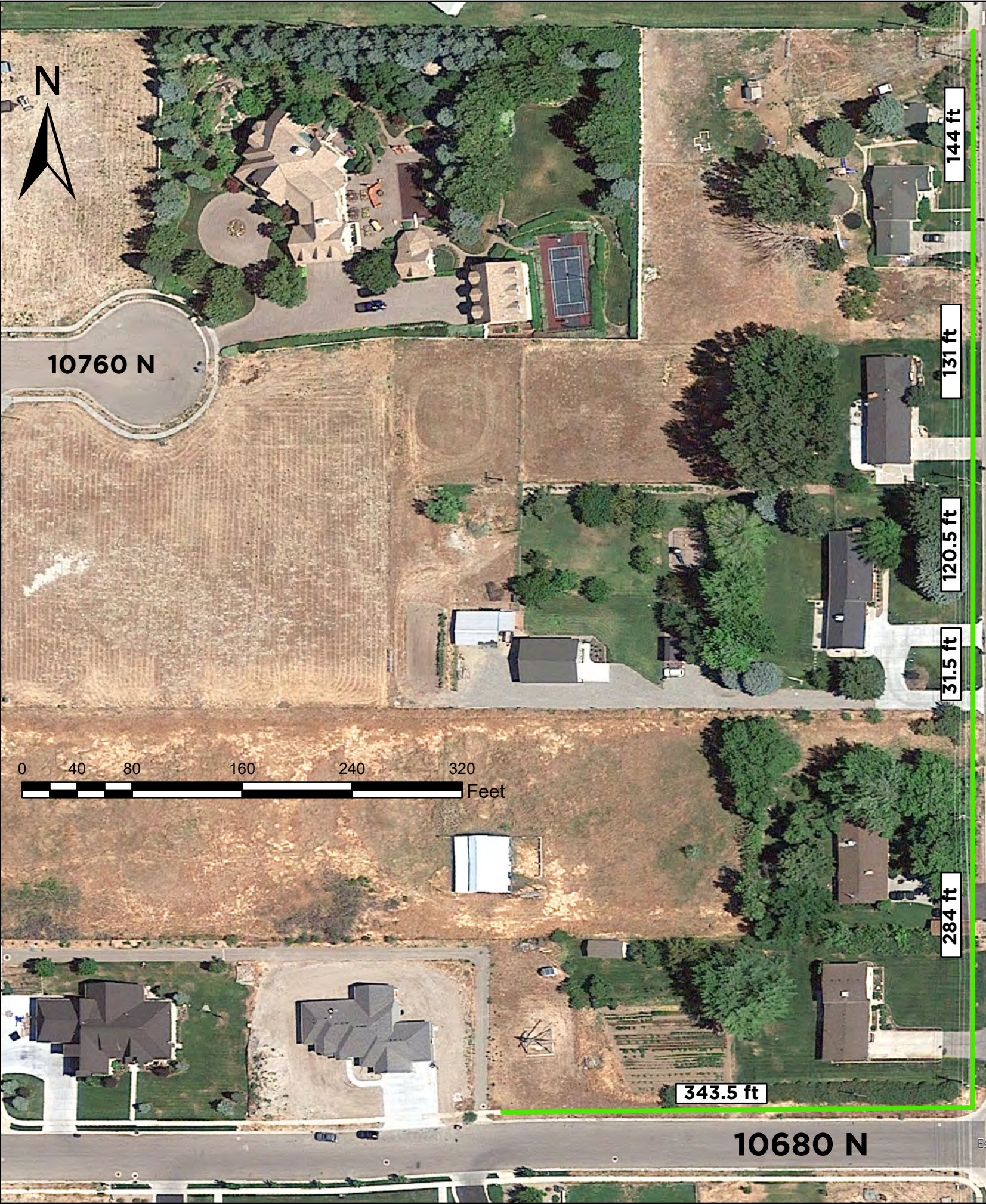
I move that City Council APPROVE up to \$100,000 in expenses associated with the Highland Elementary area Safe Routes to School program, and AUTHORIZE the City Administrator to expend funds for project expenses including property purchase, design, and construction related expenses in accordance with City and UDOT procedures.

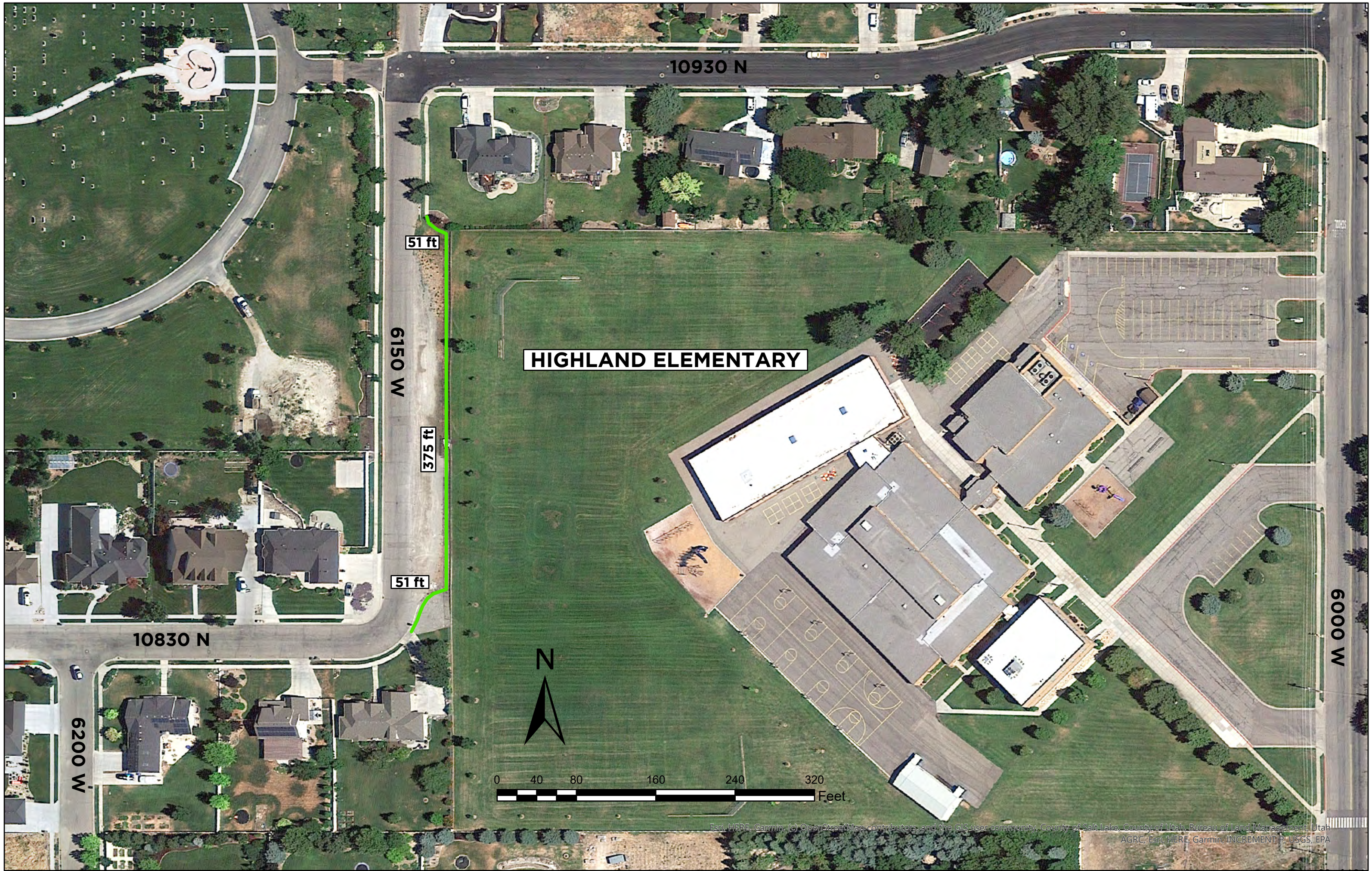
ATTACHMENTS:

1. Project Area Maps
2. Acquisition Parcel Map

Project Area & Detail Maps







Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, County of Salt Lake, County of Utah, Bureau of Land Management, Utah AGRC, Esri, HERE, Garmin, INCREMENT P, USGS, EPA



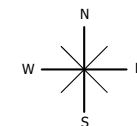
Utah County Parcel Map

Parcel Map

1 inch equals 188.1 feet

Date: 1/11/2024

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.





CITY COUNCIL AGENDA REPORT

ITEM #5b

DATE: February 6, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Jay Baughman, Assistant City Administrator/Community Development Director
SUBJECT: Sales Price Calculation for City Owned Land
TYPE: General City Management

PURPOSE:

The City Council will consider a resolution designating the value of orphan parcels and other City-owned land for 2024. The Council will take appropriate action.

STAFF RECOMMENDATION:

Staff recommends the City Council adopt the resolution.

PRIOR COUNCIL DIRECTION:

In 2021, the City Council adopted an orphan property disposal policy (Resolution No: 2021-15). The policy declares the following:

The City Council declares that is the policy of Highland City to determine the valuation of surplus orphan parcels as follows:

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

Resolution No: 2021-09 was approved by the City Council on June 1, 2021. This resolution describes how the cost per square foot is determined in detail. The same process to determine the cost for purchases in 2021 has been used every year since using a multiplier of 25%. The proposed resolution describes the same formula and solidifies the calculated cost for orphan parcels in 2024.

BACKGROUND:

Based on the methodology discussed above, the value for orphan parcels for 2024 is \$4.49 per square

foot. The value for 2023 was \$4.71, but an average decrease in the assessed value of the sample lots has decreased the value for 2024.

Approving this new rate does not obligate the Council to sell any property. It just sets a rate for 2024 if the Council decides to do so.

FISCAL IMPACT:

This will set the value for the sale of City owned orphan parcels for 2024.

MOTION:

I move that City Council adopt the Resolution designating the valuation of orphan parcels for 2024.

ATTACHMENTS:

1. Highland City Sellable Land - Cost Calculator 2024
2. Resolution

Parcel Code	Open Space	Address	Acreage	Sq. Ft.	Value	\$/acre	\$/sq. ft.	25%
Avery								
36:930:0070	Yes	6638 W CANTERBURY DR	0.3900	16988.4	\$337,400	\$865,128	\$19.86	\$4.97
36:979:0198	Yes	6749 W CANTERBURY DR	0.5243	22839.2	\$305,500	\$582,665	\$13.38	\$3.34
41:599:0002	No	6541 W AVERY AVE	0.6932	30196.7	\$526,900	\$760,076	\$17.45	\$4.36
Eagleview								
12:005:0066	No	6248 W 9600 NORTH	0.5000	21780.0	\$292,300	\$584,600	\$13.42	\$3.36
37:104:0001	No	9639 N 6220 WEST	0.9390	40902.8	\$346,700	\$369,223	\$8.48	\$2.12
37:104:0003	No	6255 W 9680 NORTH	0.5170	22520.5	\$289,900	\$560,735	\$12.87	\$3.22
11350 N								
41:409:0001	No	11339 N 5835 WEST	1.0590	46130.0	\$684,800	\$646,648	\$14.84	\$3.71
55:537:0005	No	5876 W 11350 NORTH ST	1.2560	54711.4	\$623,800	\$496,656	\$11.40	\$2.85
55:537:0004	No	5856 W 11350 NORTH ST	1.0900	47480.4	\$681,500	\$625,229	\$14.35	\$3.59
View Pointe								
54:195:0101	Yes	4031 W PARK CIR	0.2170	9452.5	\$281,700	\$1,298,157	\$29.80	\$7.45
54:195:0106	Yes	4087 W PARK CIR	0.2080	9060.5	\$278,200	\$1,337,500	\$30.70	\$7.68
54:197:0308	Yes	4151 W VIEW POINTE	0.2250	9801.0	\$284,800	\$1,265,778	\$29.06	\$7.26
Average	41.67%		0.6349	27655.28	\$411,125	\$782,700	\$17.97	\$4.49
Previous year's price (2023)								\$4.71

Cell: F1

Note: Updated 6/1/2022

A RESOLUTION DESIGNATING THE VALUATION OF ORPHAN PARCELS FOR 2024

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

WHEREAS, the City Council desires to establish a uniform method for handling the valuation and disposal of such property that protects the interests of the City and its residents and produces a fair return. NOW THEREFORE, BE IT RESOLVED by the Highland City Council as follows:

- 1. The City Council designates the valuation of surplus orphan parcels as follows: Based on the average 2023 county assessed value of sample properties, at a 25% multiplier, the 2024 valuation of surplus orphan parcels is **\$4.49 per square foot**.
- 2. This valuation shall be in effect for surplus orphan parcels designated as such by resolution for the year 2024. Sales and other disposals of property that are not approved within 2024 are not entitled to rely on the \$4.49 valuation and may be subject to different and higher valuations.
- 3. The potential buyer may, at their own cost and expense, conduct an appraisal to challenge the valuation provided above, which the City Council shall consider in deciding whether and on what terms to sell the parcel.

PASSED AND ADOPTED by the Highland City Council, January 16, 2024

HIGHLAND CITY, UTAH

Kurt Ostler
Highland City Mayor

ATTEST:

Stephannie Cottle
Highland City Recorder

COUNCIL MEMBER	YES	NO
Doug Cortney	☐	☐
Brittney P. Bills	☐	☐
Ron Campbell	☐	☐
Kim Rodela	☐	☐
Scott L. Smith	☐	☐



CITY COUNCIL AGENDA REPORT

ITEM #6a

DATE: February 6, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, City Engineer/Public Works Director
SUBJECT: Tri-Party Agreement for Access and Improvements to Highland Boulevard near 11800 North
TYPE: Land Use (Legislative)

PURPOSE:

The City Council will discuss improvements to Highland Boulevard and materials provided by D.R. Horton pursuant to the tri-party agreement between Highland City, Lehi City, and D.R. Horton.

STAFF RECOMMENDATION:

Staff recommends, consistent with prior Council direction, that the Council direct staff to implement the following:

- The intersection improvement at 11800 North be a roundabout with an incorporated HAWK signal.
- Access be allowed from the D.R. Horton development to Highland Boulevard from 11800 North and Grant Boulevard.
- Landscaped median islands be installed in Highland Boulevard

PRIOR COUNCIL DIRECTION:

In 2021, the Council approved an agreement, signed on October 5, 2021, between Highland City, Lehi City, and D.R. Horton Inc. regarding the frontage improvements and access to Highland Boulevard between 11800 North and the City boundary.

In 2023, Council and staff discussed the impending development and Council gave staff the direction outlined above.

BACKGROUND:

D.R. Horton has provided concept materials to the City to facilitate discussion on the construction associated with the tri-party agreement.

Access to Highland Boulevard

D.R. Horton has proposed an access north of the 11800 North intersection. They have asserted that Highland City consented to the intersection as they feel it was shown on the concept plan in the agreement. A clean copy of the agreement concept plan has been provided for the City Council's review.

The City Attorney has reviewed the agreement and finds that the tri-party agreement, as it relates to Highland Boulevard, focuses on cost sharing, the road frontage improvement requirements on Highland

Blvd, and the 11800 North intersection. Any site plan improvements that were incidentally shown within the concept plan are not binding on the City because they were not detailed in the agreement. As such, the City is under no obligation to approve any further accesses to Highland Blvd beyond the 11800 North access. Any other access, including the access at Grant Boulevard, is entirely a discretionary decision by the Council. Staff does not recommend allowing the access immediately north of 11800 North as it would provide additional conflicts near a heavily-used intersection. In addition, the newly adopted City standards do not allow additional accesses to Highland Boulevard.

11800 North Intersection

D.R. Horton hired Horrocks Engineers to complete traffic studies at the intersection. The traffic study recommends a signalized intersection at 11800 North as a single lane roundabout did not show capacity to address the long-term traffic needs. They found a dual-lane roundabout would be necessary to serve the traffic needs. Additionally, Lehi City expressed safety concerns associated with school children and a roundabout due to the traffic exiting the roundabout failing to yield to pedestrians.

Highland City commissioned an independent study of the intersection from Keller Associates. Kellers' findings are that a roundabout could be feasible if a 2nd lane were added in a north-south direction and a High-Intensity Activated Crosswalk (HAWK) signal were installed to facilitate crossing by school children.

The Council will note that a roundabout will require acquisition of property from some of the residents located near the intersection.

Both traffic studies have been included for Council review.

Runaway Trucks

As the issue of brake failure on large vehicles is not caused by D.R. Horton, Highland City hired Horrocks Engineers to complete a study of the Highland Boulevard (Highland City)/Suncrest Drive (Draper City) area to recommend a location for an escape lane for runaway vehicles. The study recommended the area just inside the Draper border. Staff has reached out to Draper City to discuss the study findings. The study is included in the packet materials for Council review. Due to the extraordinary estimated cost of this project, staff is not recommending that this be pursued concurrent with the D.R. Horton construction, however staff is pursuing grant options.

Speed Mitigation

D.R. Horton has proposed a narrowed southbound roadway cross-section near the City border. This will alert drivers that they are entering Highland City, and more frequent access conflicts from adjacent neighborhoods. It will also slow cars as they enter the City.

Median Islands

Median islands are shown on the submitted plans. The elimination of the access north of the 11800 North intersection will allow for a larger median in that area of the road.

Trails

The agreement contemplates the possibility of a trail from Highland City to D.R. Horton. Staff has been informed by D.R. Horton that the Highland City residents are not interested in facilitating the trail connection.

FISCAL IMPACT:

The City is contractually obligated to pay thirty-three (33%) percent of the costs associated with the

11800 North/Highland Boulevard intersection improvements and fifty (50%) percent of the costs associated with the median islands.

MOTION:

Not applicable for discussion items.

ATTACHMENTS:

1. Tri-Party Agreement (Highland-Lehi-DR Horton) Fully Executed (002)
2. Tri-Party Agreement Exhibit B - Clean Copy
3. Highland City - Roundabout Study
4. Highland City - Emergency Escape Ramp Memo
5. DR Horton - Highland Blvd Concept Plan Submittal
6. DR Horton - Traffic Study

TRI-PARTY AGREEMENT

This TRI-PARTY AGREEMENT (this "*Agreement*"), dated to be effective as of Oct. 5, 2021 (the "*Effective Date*"), is entered into by and between the CITY OF HIGHLAND, a Utah municipal corporation (the "*Highland*"), the CITY OF LEHI, a Utah municipal corporation ("*Lehi*"), and D.R. HORTON, INC., a Delaware corporation ("*Horton*"). Highland, Lehi, and Horton are referred to herein individually as a "*Party*" and together as the "*Parties*."

RECITALS

A. Horton owns some parcels of land located in unincorporated Utah County, as depicted on the map attached as Exhibit A (the "*Horton Property*"), which Horton intends to develop as part of a larger master planned residential community with certain other property of Horton's located within the City of Lehi

B. Highland Boulevard is a public street owned and/or maintained by Highland located adjacent to the Horton Property (the "*Highland Boulevard Section*"), as generally shown on conceptual site plan attached as Exhibit B (the "*Concept Plan*").

C. In connection with the development of the Horton Property, Horton intends to file a petition to annex the Horton Property to Lehi (the "*Annexation Petition*").

D. The Parties desire to set forth certain agreements and obligations concerning the Annexation and the ongoing maintenance and other obligations relating to the Highland Boulevard Section following approval of the Annexation Petition, subject to the terms and conditions set forth below.

NOW, THEREFORE, to these ends and in consideration of the mutual covenants and the agreements set forth below, as well as the mutual benefits to be derived from this Agreement, the Parties agree as follows:

AGREEMENT

1. Consent to Annexation. Highland hereby consents to the filing of the Annexation Petition and Lehi's approval of the proposed annexation to Lehi (the "*Annexation*"), and agrees to reasonably cooperate with Horton and Lehi, at no out-of-pocket cost to Highland, to effectuate the Annexation as contemplated by this Agreement. Highland acknowledges and agrees that Lehi and Horton may provide an executed copy of this Agreement to Utah County to demonstrate evidence of Highland's consent to the Annexation.

2. Maintenance Obligations. Highland shall continue to own and maintain the Highland Boulevard Section, and Lehi shall be responsible for fifty percent (50%) of the cost (the "*Lehi Maintenance Contribution*") incurred by Highland to maintain and repair the Highland Boulevard Section in accordance with Highland's roadway standards and requirements (as the same may be modified from time to time) and Highland's bidding and contracting procedures. Highland staff shall coordinate with Lehi staff as part of any planned maintenance, improvement,

repair, or other construction project involving the Highland Boulevard Section, and Highland and Lehi may as part of such coordination agree on bidding processes, construction timing and procedures, payment schedules, and other terms regarding work on the Highland Boulevard Section and payment of the Lehi Maintenance Contribution. Highland and Lehi will agree to an estimated cost based on construction submittals from both cities, if necessary. Once Highland has completed all required work according to Highland standards and procedures, it shall submit an invoice to Lehi for the Lehi Maintenance Contribution within 60 days of completion of the maintenance or repair work on the Highland Boulevard Section. Lehi shall pay such invoice within 30 days after receipt of the invoice.

3. Public Services. The parties acknowledge that from and after final approval of the Annexation Petition, Lehi shall be solely responsible for the provision of all public services, including, without limitation, police and fire protection services, for the area incorporated pursuant to the Annexation.

4. Highland Boulevard Section Improvements/Annexation.

a. As part of the development of the Horton Property following final approval of the Annexation Petition, Horton shall install an additional traffic light or other traffic control measure along the Highland Boulevard Section at the intersection 11800 North (the "*Additional Traffic Control*"). The total cost for the Additional Traffic Control shall be shared by the Parties as follows: (a) Lehi and Highland shall each be responsible for thirty-three percent (33%) of such costs; and (b) Horton shall be responsible for thirty-four percent (34%) of such costs. The Parties shall coordinate and agree in writing on the type, timing, costs, and other details of the Additional Traffic Control at such time as Horton begins to develop the Horton Property adjacent to the Highland Boulevard Section.

b. As part of the development of the Horton Property following final approval of the Annexation Petition, Horton shall be responsible for 50% of the costs associated with the installation of medians within the Highland Boulevard Section, if Highland requests the installation of medians. Highland shall make the request as part of the Parties' coordination of the Additional Traffic Control, and Highland may not request Horton contribute to the cost of medians after the Parties have agreed on the details of the Additional Traffic Control.

c. Within 45 days of the execution of this Agreement, Highland City will file a petition to annex those portions of Highland Boulevard that are owned by Highland City but are currently unincorporated.

5. Development of the Horton Property. As part of the development of the Horton Property following final approval of the Annexation Petition, Horton agrees to do each of the following:

a. Develop the Horton Property substantially in accordance with the Concept Plan, subject to the following density limitations for each pod of development shown on the Concept Plan (each, a "*Pod*"): (which Horton may increase by no more than ten percent (10%) depending on the final location and layout of proposed open spaces and roads):

i. No more than seventy-seven (77) single family lots located the forty-five (45)-acre Pod designated on the Concept Plan as "Estate";

ii. No more than ninety-five (95) single family lots located on the thirty-six (36)-acre Pod designated on the Concept Plan as "Emerald";

iii. No more than one hundred seventy-four (174) single family lots located on the forty (40)-acre Pod designated on the Concept Plan as "Horton Plus";

iv. No more than two hundred forty-nine (249) units located on the thirty-nine (39)-acre Pod designated on the Concept Plan as "Active Adult"; and

v. No more than two (2) total clubhouses (one for the single-family residences and one for the active adult units).

Notwithstanding the foregoing, Horton may increase the total number of lots or units permitted in any Pod by up to ten percent (10%) so long as the total density of the Horton Property as a whole does not exceed five hundred ninety-seven (597) units.

b. Incorporate Highland's standard Parkway Detail along the west side of the Highland Boulevard Section, provided that Horton shall be permitted to use xeriscape or other waterwise landscaping in accordance with Highland's standards.

c. Address stormwater runoff generated by the development of the Horton Property in accordance with applicable law.

d. Incorporate the recommendations set forth in that certain Traffic Study, dated Aug 18, 2021, prepared by Horrocks Engineers, with respect to Highland Boulevard.

e. Set the minimum lot size of any subdivision of the Horton Property directly adjacent to the boundary with Highland shown on the Concept Plan to be no less than one-half (1/2) an acre.

f. Include a trail connection to the Dry Creek area of Highland as part of the development of the Horton Property so long as the intervening landowner(s) have granted an easement to Highland for trail purposes prior to the date on which Horton obtains Area Plan Approval from the Lehi City Council for the Horton Property.

g. Install monument signage on the northeast and southeast corners of the Horton Property that includes both the name of the proposed Horton subdivision and jurisdiction.

6. No Requirement to Develop. Nothing in this Agreement shall require the continued efforts of Horton to process the Annexation Petition and/or develop the Horton Property. Horton may, at any time and for any reason, elect to abandon such efforts, in which event Horton may elect to terminate this Agreement upon providing written notice to Lehi and Highland.

7. Further Assurances. Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements,

certificates, instruments and documents, as any other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the Annexation Petition.

8. Notices. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service, by electronic email (with confirmation of receipt), or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Developer: D.R. Horton, Inc.
Attn: Boyd Martin & Rob Hartshorn
12351 South Gateway Park Place
Suite D-100
Draper, UT 84020
email: RBHartshorn@drhorton.com
[]

With a copy to: D. R. Horton, Inc., West Region
1081 Whitney Ranch Drive, Suite 141
Henderson, NV 89014
Attn: David Jennings, Region Counsel
E-mail: DSJennings@drhorton.com

If to the Highland: City of Highland
5400 Civic Ctr. Dr. Ste 1
Highland UT 84003
Attn: City Recorder

If to Lehi: City of Lehi
153 North 100 East
Lehi Utah 84043
Attn: City Recorder

9. No Partnership or Joint Venture; Nonliability of Individuals. Nothing contained in this Agreement shall be construed to make, or is intended to create, any partnership or joint venture between Horton, Lehi, or Highland. In no event shall any shareholder, officer, director, member, partner, affiliate, agent or employee of Horton or any of Horton's affiliates be or be held liable or responsible in any way for the obligations or liabilities of Horton under this Agreement.

10. Severance; Survival; Further Assurance. This Agreement contains the entire agreement between the Parties relating to the subject matter hereof, and neither Party shall be bound by any verbal statement or agreement made heretofore. This Agreement cannot be modified or amended except by written agreement executed by the Parties. If any term in this Agreement or part hereof is ever held invalid or unenforceable by any court or is otherwise not in compliance with any law, such term, or part shall be deemed severed and the remainder of this Agreement and applications thereof shall not be affected thereby. This Agreement shall be binding upon the Parties, their successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives to be effective as of the Effective Date.

CITY OF HIGHLAND, a Utah municipal corporation

By: [Signature]
Name: Bedney W Mann
Its: Mayor

ATTEST:

[Signature]
City Recorder



ATTEST:

[Signature]
City Recorder

CITY OF LEHI, a Utah municipal corporation

By: [Signature]
Name: MARK JOHNSON
Title: MAYOR

D.R. HORTON, INC., a Delaware corporation

By: [Signature]
Name: Adam B. Loser
Title: Vice President

EXHIBIT A

Depiction of the Horton Property

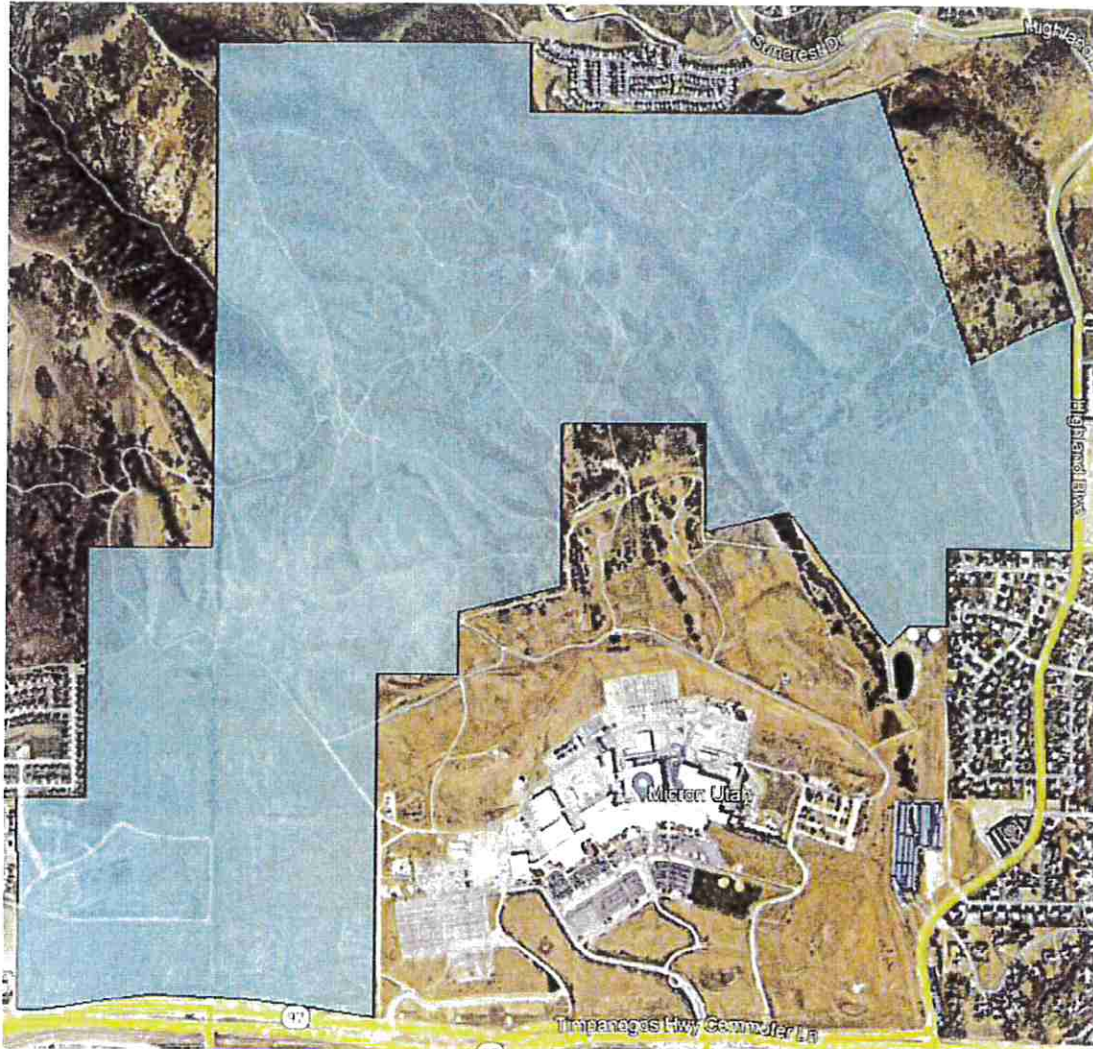


EXHIBIT B

Concept Plan

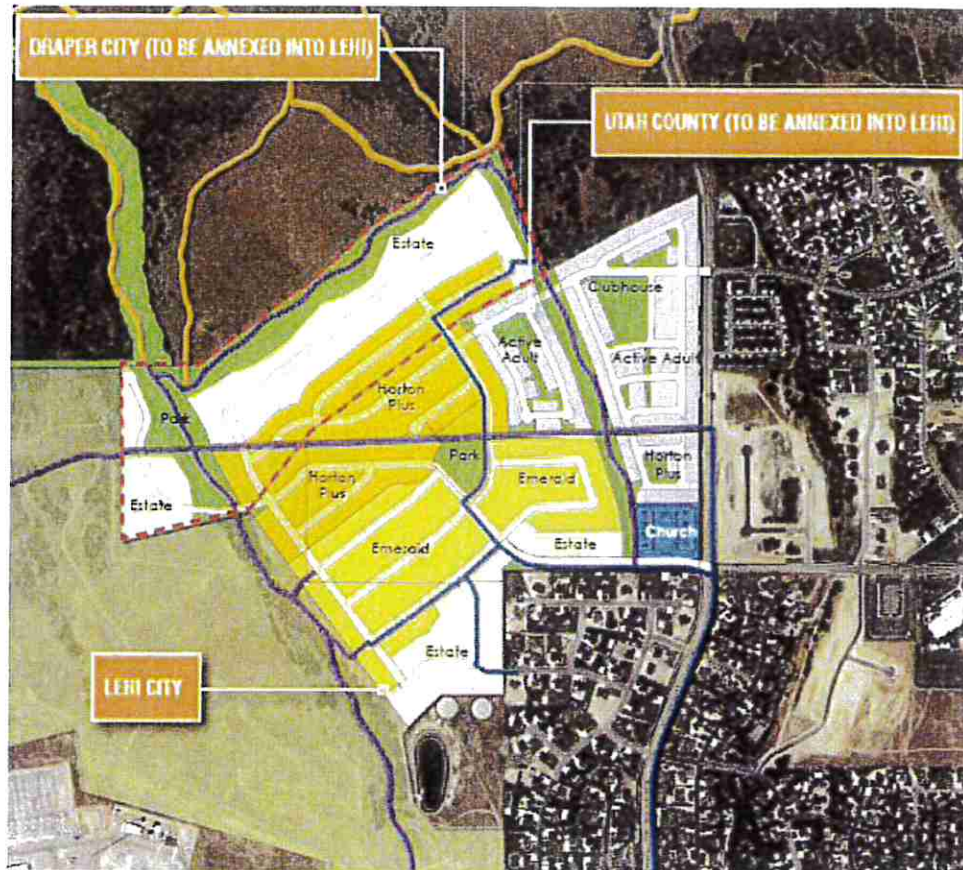
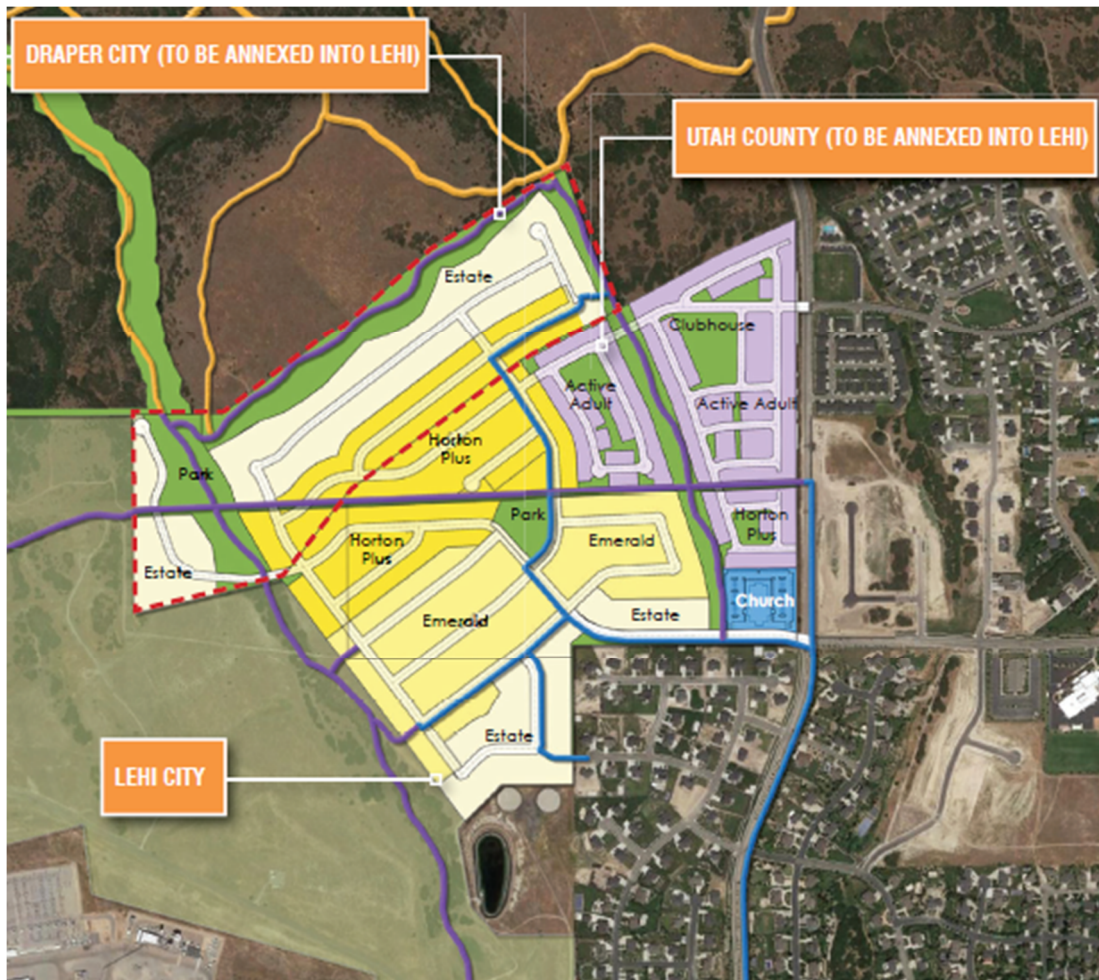


EXHIBIT B

Concept Plan



Technical Memorandum

TO: City of Highland – Andy Spencer

FROM: Keller Associates, Inc. – Nathan Cleaver, PE; Michael Clark, PE

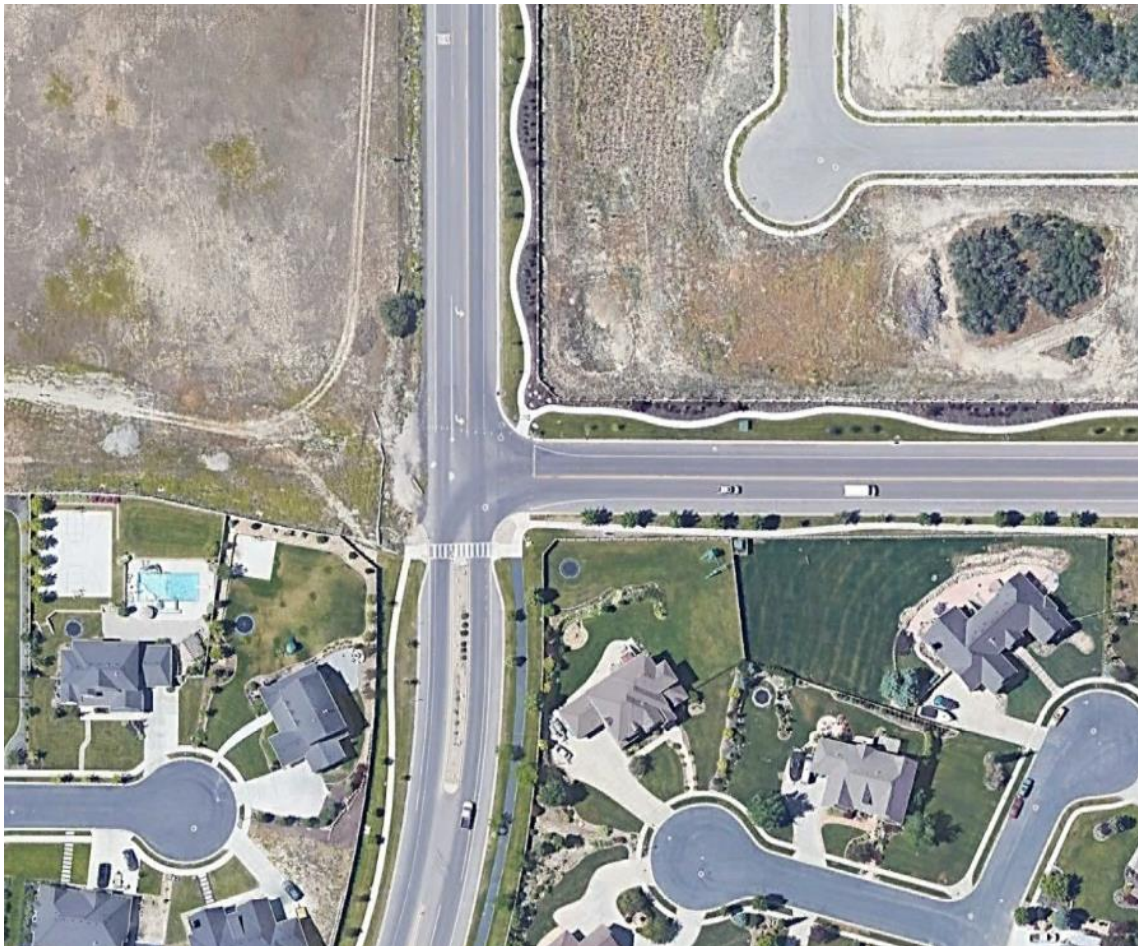
DATE: January 17, 2024

SUBJECT: 11800 North Highland Boulevard Intersection Assessment

PROJECT UNDERSTANDING

Highland City (Highland) contracted with Keller Associates to assess the 11800 North Highland Boulevard intersection and provide recommendations relative to proposed improvements by developers. It is understood that Lehi City (Lehi) and Highland share the intersection and wish to collectively improve pedestrian safety, increase traffic circulation capacity, calm traffic, and beautify the roadway.

FIGURE 1: 11800 NORTH HIGHLAND BOULEVARD INTERSECTION





1. INTERSECTION EVALUATION AND MITIGATION MEASURES

1.1. 11800 N HIGHLAND BOULEVARD INTERSECTION CONCERNS

Highland and Lehi place a high priority on pedestrian safety and recognize the heightened safety concern at this intersection with increased growth, particularly during school hours when it is heavily utilized by elementary-aged children. Highland has unfortunately experienced a fatal vehicle-vehicle, side-impact crash at this intersection. Rather than a signal, Highland believes a roundabout is the right intersection treatment to raise driver and pedestrian awareness, reduce vehicular speeds, reduce crash severity, and beautify the intersection.

Lehi has an existing two-lane roundabout at Liberty Hills Elementary where the crossing guards have expressed concerns about vehicles not recognizing or adhering to the crossing guard and street signs. Lehi is concerned about implementing a roundabout at 11800 N Highland Boulevard and having similar issues. If a roundabout were to be implemented, Lehi would want the design of the new roundabout to mitigate the issues experienced at the Liberty Hills Elementary roundabout.

1.2. ROUNDABOUTS VS SIGNALIZED INTERSECTIONS

Studies and research consistently indicate that roundabouts tend to be safer than signalized intersections across various safety metrics. Here are some key points of comparison:

Overall Crash Reduction:

Roundabouts: Generally, roundabouts demonstrate a substantial reduction in overall crashes compared to signalized intersections. The continuous flow design and lower approach speeds contribute to a decrease in collision frequency.

Signalized Intersections: Traditional signalized intersections may experience more frequent crashes, including rear-end collisions and right-angle collisions.

Severity of Crashes:

Roundabouts: Injuries sustained in crashes at roundabouts are often less severe due to the lower speeds maintained within the circular geometry. The absence of high-speed, right-angle collisions contributes to a significant reduction in severe injuries and fatalities.

Signalized Intersections: T-bone and right-angle collisions at signalized intersections can result in higher injury severity, particularly at higher speeds.

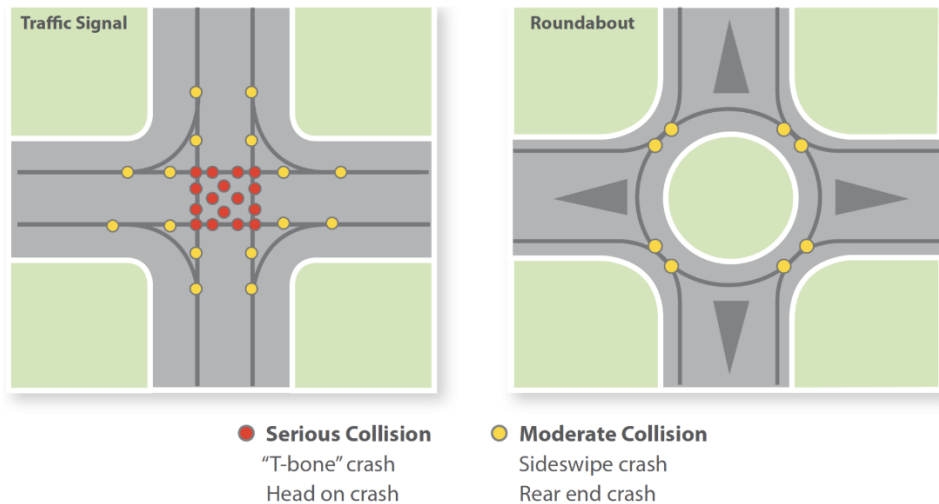


Pedestrian Safety:

Roundabouts: Roundabouts are generally considered safer for pedestrians. Crosswalks with refuge islands, reduced crossing distances, and lower vehicle speeds enhance pedestrian safety.

Signalized Intersections: Pedestrians at signalized intersections may face risks associated with high-speed turning movements and the potential for conflicting movements during signal changes.

FIGURE 2: SIGNAL VS ROUNDABOUT CONFLICT POINTS



Reduction in High-Speed Conflicts:

Roundabouts: By design, roundabouts require slower entry and circulating speeds, minimizing the likelihood of high-speed conflicts between vehicles.

Signalized Intersections: Signal changes can lead to sudden acceleration or deceleration, potentially increasing the risk of rear-end collisions.

Traffic Flow and Efficiency:

Roundabouts: The continuous flow of traffic in roundabouts often leads to improved traffic efficiency and a reduction in delay, contributing to a smoother traffic flow.

Signalized Intersections: Signal changes can cause delays and may contribute to stop-and-go traffic conditions, potentially increasing the risk of rear-end collisions.



In summary, studies consistently highlight the safety advantages of roundabouts over signalized intersections. Roundabouts exhibit a substantial reduction in overall crashes, with injuries being less severe due to lower speeds and the absence of high-speed conflicts. Pedestrian safety is enhanced by features like refuge islands, while the design minimizes high-speed conflicts and improves traffic flow. These findings emphasize the overall effectiveness of roundabouts in creating safer and more efficient traffic environments compared to traditional signalized intersections.

1.2.1. RRFB and Hawk System Benefits

Rectangular Rapid Flashing Beacons (RRFB)

To address pedestrian safety at the intersection, we recommend installing RRFBs. RRFB signs use rapidly flashing LED lights in a rectangular pattern to attract attention. This heightened visibility alerts motorists to the presence of pedestrians at the crosswalk, particularly during low-light conditions or inclement weather.

FIGURE 3: RRFB PEDESTRIAN CROSSING



Improved Pedestrian Crossings: RRFB signs are effective in improving pedestrian safety at roundabouts by providing additional visual cues to drivers. The flashing lights encourage motorists to yield to pedestrians at crosswalks, reducing the likelihood of conflicts.

Enhanced Crosswalk Compliance: The flashing lights of RRFB signs have been shown to increase driver compliance with yielding to pedestrians. Pedestrians benefit from a safer crossing experience as motorists are more likely to acknowledge and yield to them at the crosswalk.

Adaptability to Pedestrian Presence: RRFB signs are activated only when pedestrians are present, reducing unnecessary disruptions to traffic flow. This adaptive feature enhances overall efficiency and ensures the signs are activated only when needed.



Cost-Effective Solution: Compared to more extensive infrastructure changes, RRFB signs offer a cost-effective means of improving pedestrian safety. They can be easily integrated into existing crosswalks without major construction.

Compliance with Traffic Regulations: RRFB signs are designed to comply with traffic regulations and guidelines, providing a standardized solution for enhancing pedestrian safety at roundabouts.

In summary, RRFB signs at roundabouts contribute to safer pedestrian crossings by increasing visibility, improving driver compliance, and offering a cost-effective and adaptable solution to enhance overall safety at these intersections.

High-Intensity Activated Crosswalks (HAWK)

To further increase pedestrian safety at the elementary school crossing (south leg of the intersection), in lieu of RRFB's, a HAWK system is an effective alternative. They provide several benefits for pedestrian safety at crosswalks.

Increased Visibility: HAWK lights feature a distinctive beacon with intense flashing signals, enhancing visibility to alert motorists about the presence of pedestrians at the crosswalk. This increased visibility is particularly crucial in low-light conditions or adverse weather.

Reduced Traffic Delays: Unlike traditional traffic signals, HAWK lights remain dark until activated, minimizing unnecessary stops for motorists when no pedestrians are present. This adaptive feature reduces traffic delays and enhances the efficiency of traffic flow.

Enhanced Driver Awareness: The unique HAWK light sequence—alternating between flashing and steady phases—grabs the attention of drivers, prompting them to recognize the need to yield to pedestrians. This improves driver awareness and compliance with pedestrian crossing regulations.

Pedestrian-Friendly Operation: HAWK lights prioritize pedestrian safety by allowing them to initiate the signal when ready to cross. This encourages safe and timely crossings, especially in areas with varying pedestrian volumes.



FIGURE 4: HAWK PEDESTRIAN CROSSING



1.3. INTERSECTION ANALYSIS

1.3.1. Review of Existing Traffic Impact Analysis and SYNCRO Analysis

Keller reviewed the Skye Area Plan, 2nd Amendment (Micron) traffic impact study completed by Horrocks. Keller used the traffic counts and forecasts contained in that study to analyze the intersection of 11800 N Highland Boulevard using SYNCRO software.

We analyzed both 2025 year and 2050 year with project during the AM and PM peak hours using a signalized intersection and a single lane roundabout. The model indicated that either a signalized intersection or a single lane roundabout would be sufficient to handle 2025 PM peak hour traffic.

When we increased traffic demand to simulate 2050 PM peak hour, the signalized intersection was sufficient while the single lane roundabout was not sufficient. We upsized the single lane roundabout to a 2x1 multilane roundabout in the model and found the intersection to operate at a Level of Service A in the AM peak hour and Level of Service B in the PM peak hour. See the model output below.

**FIGURE 5 - 2050 PM PEAK HOUR - 2X1 ROUNDABOUT VS SIGNAL**

Scenario	Control Type	Lane	AM Peak			PM Peak		
			Delay	LOS	V/C Ratio	Delay	LOS	V/C Ratio
2050 Roundabout	Four-leg 2x1 roundabout	WB	5.8 sec	A	0.237	12.2 sec	B	0.504
		EB	9.0 sec	A	0.268	12.0 sec	B	0.278
		NBTL	4.9 sec	A	0.112	9.3 sec	A	0.478
		NBTR	4.0 sec	A	0.119	9.2 sec	A	0.5
		SBTL	5.6 sec	A	0.246	10.4 sec	B	0.516
		SBTR	5.5 sec	A	0.259	10.2 sec	B	0.539
		Intersection	5.4 sec	A	0.207	10.2 sec	B	0.469
2050 Signal	Four-leg signalized intersection	WBL	11.6 sec	B	0.33	49.4 sec	D	0.78
		WBT	0.0 sec	A	0.00	0.0 sec	A	0.00
		WBR	8.6 sec	A	0.21	29.4 sec	C	0.40
		EBL	9.1 sec	A	0.01	32.2 sec	C	0.01
		EBT	0.0 sec	A	0.00	0.0 sec	A	0.00
		EBR	9.2 sec	A	0.38	29.0 sec	C	0.34
		NBL	12.0 sec	B	0.13	8.4 sec	A	0.40
		NBT	0.0 sec	A	0.00	10.5 sec	B	0.01
		NBR	7.9 sec	A	0.37	8.0 sec	A	0.34
		SBL	10.2 sec	B	0.29	22.7 sec	C	0.81
		SBT	0.0 sec	A	0.00	0.0 sec	A	0.00
		SBR	9.3 sec	A	0.68	1.9 sec	A	0.63
		Intersection	9.5 sec	A	0.200	14.5 sec	B	0.310

* Signal results are based off of Horrocks TIS given to Keller*

FIGURE 6 - 2050 PM PEAK HOUR - 2X1 ROUNDABOUT

HCM 6th Roundabout

3:

01/05/2024

Intersection						
Intersection Delay, s/veh	10.2					
Intersection LOS	B					
Approach	EB	WB	NB	SB		
Entry Lanes	1	1	2	2		
Conflicting Circle Lanes	2	2	2	2		
Adj Approach Flow, veh/h	130	372	1008	1042		
Demand Flow Rate, veh/h	132	380	1029	1063		
Vehicles Circulating, veh/h	1288	744	312	361		
Vehicles Exiting, veh/h	136	596	1108	762		
Ped Vol Crossing Leg, #/h	0	0	0	0		
Ped Cap Adj	1.000	1.000	1.000	1.000		
Approach Delay, s/veh	12.0	12.2	9.2	10.3		
Approach LOS	B	B	A	B		
Lane	Left	Left	Left	Right	Left	Right
Designated Moves	LTR	LTR	LT	TR	LT	TR
Assumed Moves	LTR	LTR	LT	TR	LT	TR
RT Channelized						
Lane Util	1.000	1.000	0.470	0.530	0.470	0.530
Follow-Up Headway, s	2.535	2.535	2.667	2.535	2.667	2.535
Critical Headway, s	4.328	4.328	4.645	4.328	4.645	4.328
Entry Flow, veh/h	132	380	484	545	500	563
Cap Entry Lane, veh/h	475	754	1013	1089	968	1045
Entry HV Adj Factor	0.984	0.979	0.979	0.980	0.980	0.981
Flow Entry, veh/h	130	372	474	534	490	552
Cap Entry, veh/h	468	738	992	1068	949	1025
V/C Ratio	0.278	0.504	0.478	0.500	0.516	0.539
Control Delay, s/veh	12.0	12.2	9.3	9.2	10.4	10.2
LOS	B	B	A	A	B	B
95th %tile Queue, veh	1	3	3	3	3	3



1.3.2. 2x1 Multilane Roundabout Conceptual Layout and Recommendations

Based on the model and the numerous safety benefits associated with roundabouts, we recommend the installation of a 2x1 multilane roundabout. A concept drawing of a 2x1 multilane roundabout is shown below with an inscribed diameter of about 125-130 feet.

FIGURE 7 - 2X1 MULTILANE ROUNDABOUT

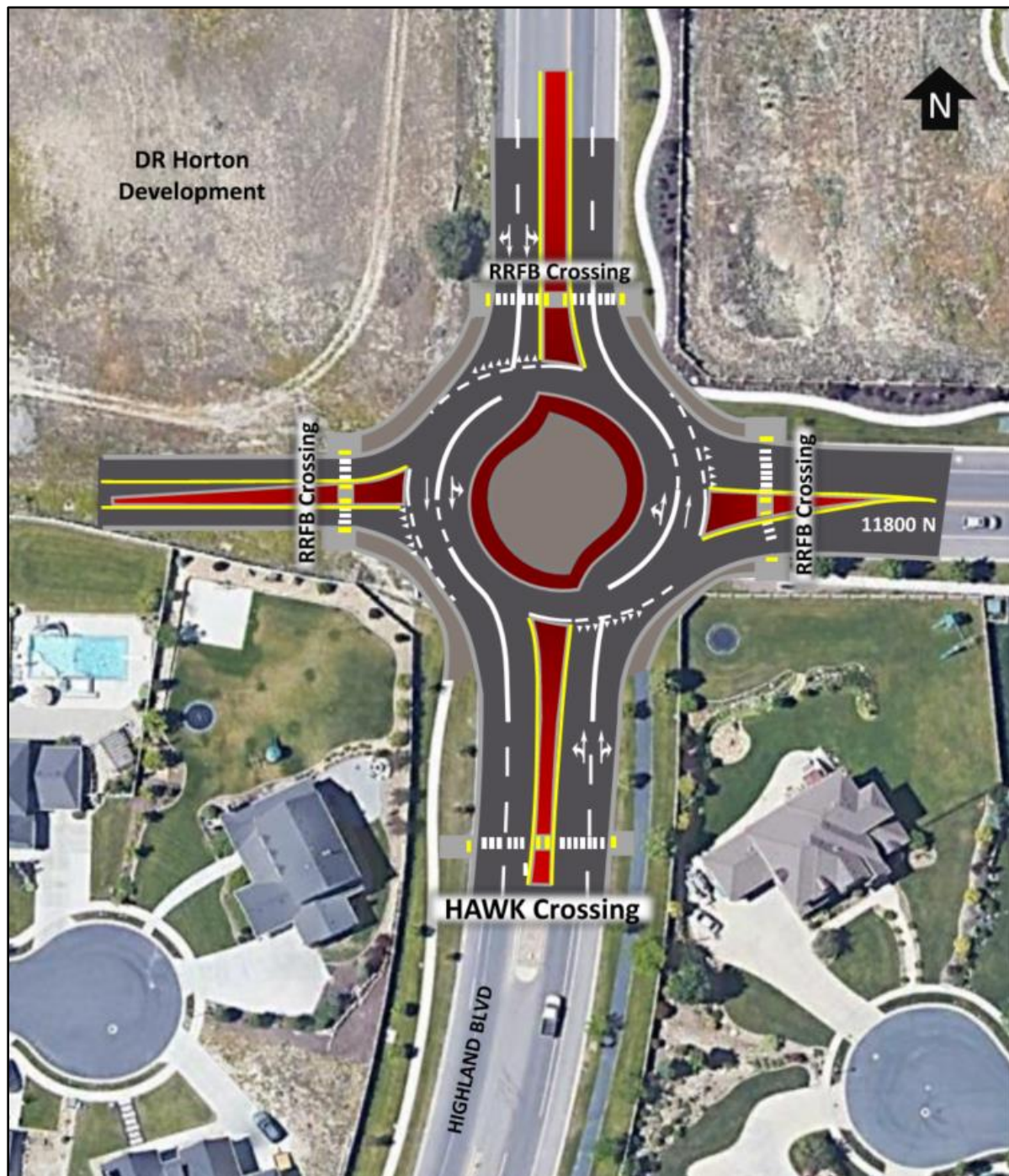




FIGURE 8 - 2X1 MULTILANE ROUNDABOUT - FULL EXTENTS



We explored the possibility of installing an intermediate, single-lane roundabout and later adding an additional lane. However, the model indicates that peak-hour demand would reach 75% of a single-lane roundabout's capacity soon after installation and exceed the capacity in



around 10 years. Therefore, our recommendation is to proceed directly with the installation of the 2x1 multilane roundabout.

We also recommend installing the following:

- Flashing yield signs on all entry points to the roundabout.
- RRFB signs on the north, east and west legs of the roundabout.
- Install a HAWK on the south leg of the roundabout. Given the 15-20 mph design speed of the roundabout, the recommended stopping sight distance (SSD) for a 20 mph design speed might be around 80 to 100 feet. This would allow a driver traveling at 20 mph to perceive a hazard, react, and bring the vehicle to a complete stop under normal conditions. We recommend the HAWK be placed 100 feet south of the intersection.

MEMORANDUM

TO: Andy Spencer, P.E.
Highland City

FROM: Horrocks Traffic Team

DATE: Tuesday, January 23, 2024

SUBJECT: Highland Blvd Emergency Escape Ramp Study

INTRODUCTION

This memorandum contains the evaluation of the existing conditions of Highland Blvd from the last three curves north of the Highland/Draper boundary to Normandy Way considering the need for an emergency escape ramp. Emergency escape ramps would provide a safe option for heavy vehicles operators experiencing brake failure traveling southbound into Highland City and improve the safety of residents. There are multiple escape ramp types to fit the varying topography surrounding the roadway, for this study the Truck Arresting System (TAS) was the primary type considered. Three locations along Highland Blvd were considered for an emergency escape ramp. As a result of the study, the recommended location is just north of the Highland/Draper boundary.

STUDY AREA

Highland Blvd is a minor arterial that connects Draper City to Highland City over the east side of Traverse Mountain. It is the designated route for all truck traffic descending from the top of the mountain in Draper. Truck traffic is prohibited from using Traverse Ridge Rd and is directed down Suncrest Dr (**Figure 1**). Suncrest Dr is the Draper roadway that becomes Highland Blvd within Highland City limits. The roadway is a winding mountain road with elevation grades of up to 8%. The elevation profile from Google Earth is shown in **Figure 2**. This is showing the entire 5-mile route from the intersection of Suncrest Dr and Traverse Ridge Rd to the intersection of Highland Blvd and Timpanogos Hwy. Highland Blvd has a speed limit of 40 MPH that reduces to 35 MPH upon entering Highland from Draper. This study is considering the placement of an Emergency Escape Ramp along this designated truck route. The proposed project area is shown in

Figure 3.



Figure 1: Sign Directing Truck Traffic to Highland via Suncrest Dr

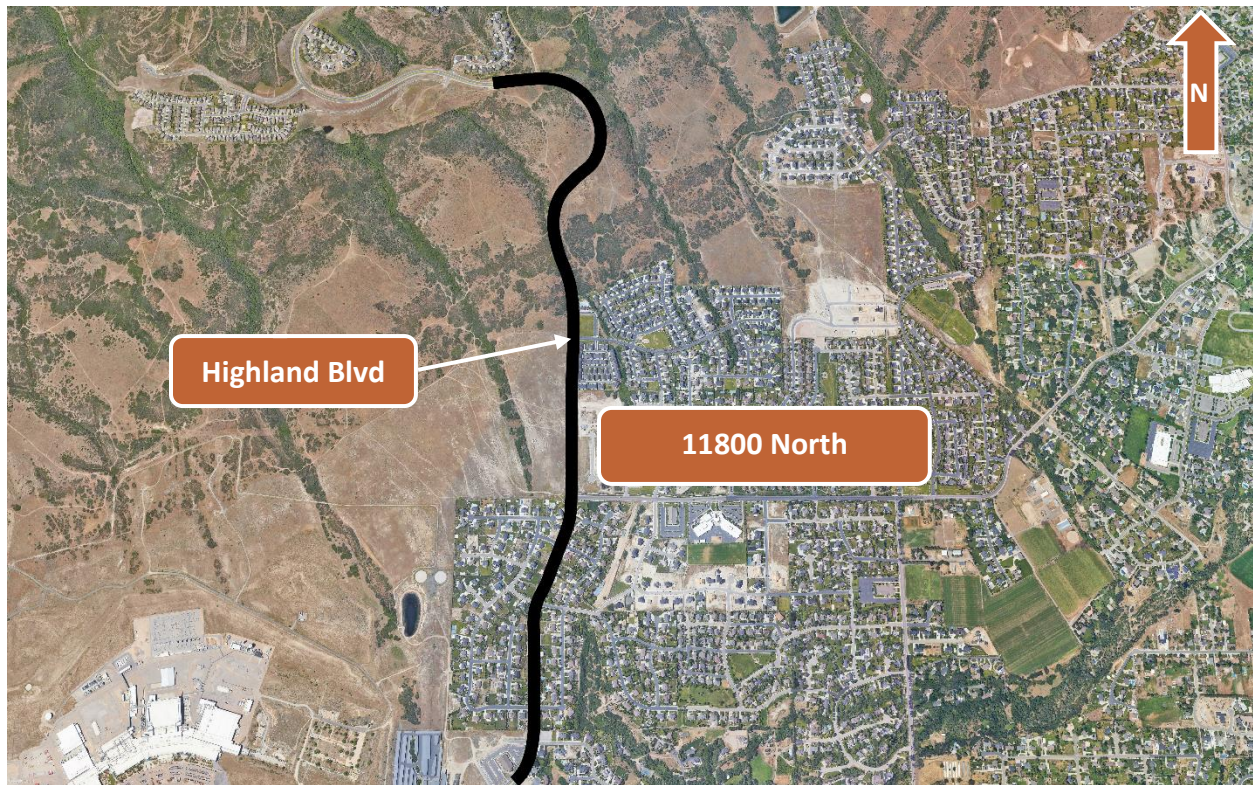


Figure 2: Highland Blvd Grade Data



Average grade shown for 1-mile segments

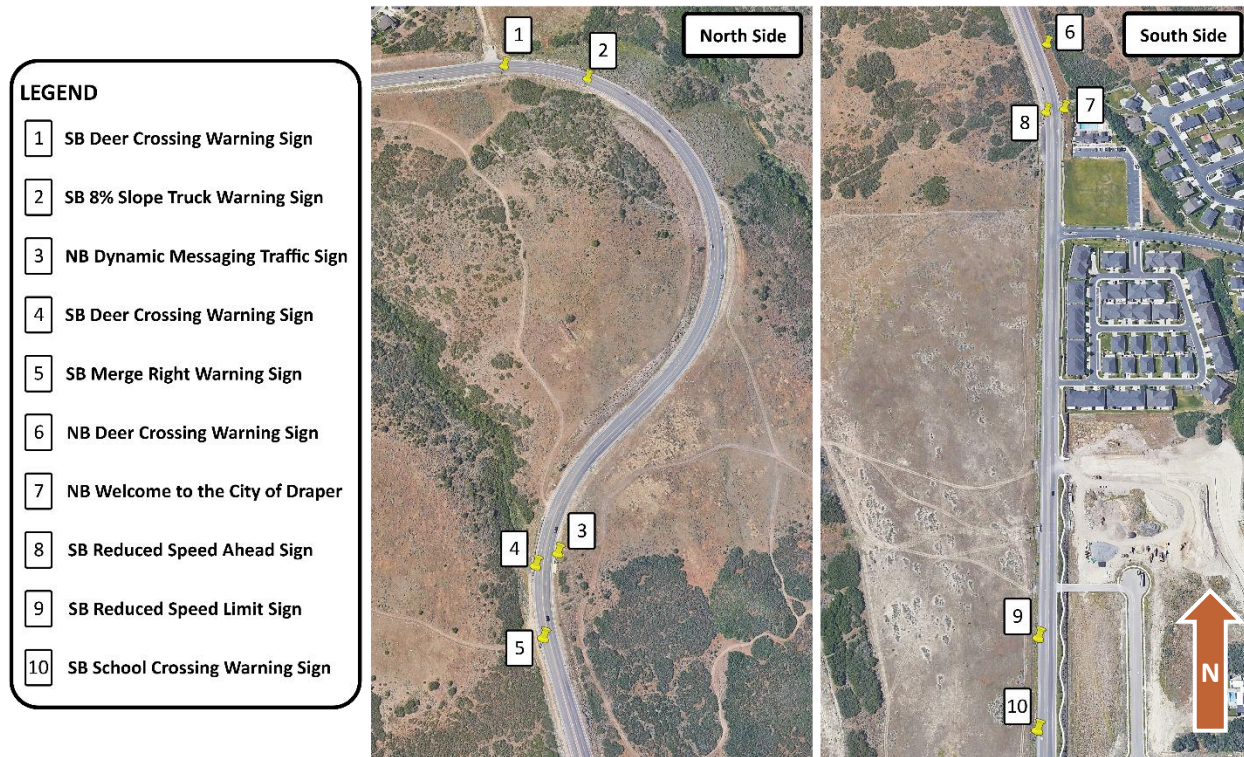
Figure 3: Highland Emergency Escape Ramp Study Area



Existing Signage

The project area contains 7 southbound (SB) roadway signs and 3 northbound (NB) roadway signs pertaining to speed, grade, wildlife, etc. The specific signs and their corresponding locations can be found in **Figure 4**.

Figure 4: Project Areas Signage Locations



DATA COLLECTION

Horrocks utilized three methods to collect data on speed, vehicle classification, and average daily traffic (ADT). The three methods are:

1. Horrocks Pneumatic Traffic Counter System
2. Horrocks Radar Detection System
3. Streetlight software

The following describes the methods used, the results of which are summarized in the **Data Collection Results** section below.

Horrocks Pneumatic Traffic Counter System & Horrocks Radar Detection System

Data was collected from January 2, 2024, to January 15, 2024, at the three locations found in **Figure 5**. These locations were selected because they are the final curves on Highland Blvd before entering the residential areas. This is also the longest section of continuous 8% average grade of the roadway. At each of these locations, a pneumatic traffic counter system was deployed along with a traffic radar detection system that collects ADT and speed data along with a visual recording showcasing classification of vehicles. The pneumatic counters collected data from Jan 2nd to Jan 4th, and the radar detectors collected data from Jan 2nd to Jan 15th.

Two data collection systems were used due to both wet and dry weather conditions during the data collection dates. The dry condition showed conditions where vehicles operate at a higher level of speed and aren't impacted by snow conditions. In wet conditions lower speed and more cautious driving are assumed decreasing volumes and traffic patterns.

Pneumatic counters are more accurate because of the interactions with each vehicle and these counters were used during the dry conditions. The radars provide a larger sample size to be compared to the more accurate pneumatic counters. The radar was used in both wet and dry conditions. It is common to see a 10% difference between these two collection methods.

These locations were identified as possible points where an emergency escape ramp could be installed. The equipment was placed at each point, providing insight into the existing conditions of the roadway. This equipment yielded data on the ADT, vehicle classification, and vehicle speed delivering a baseline of what vehicles travel on Highland Blvd.

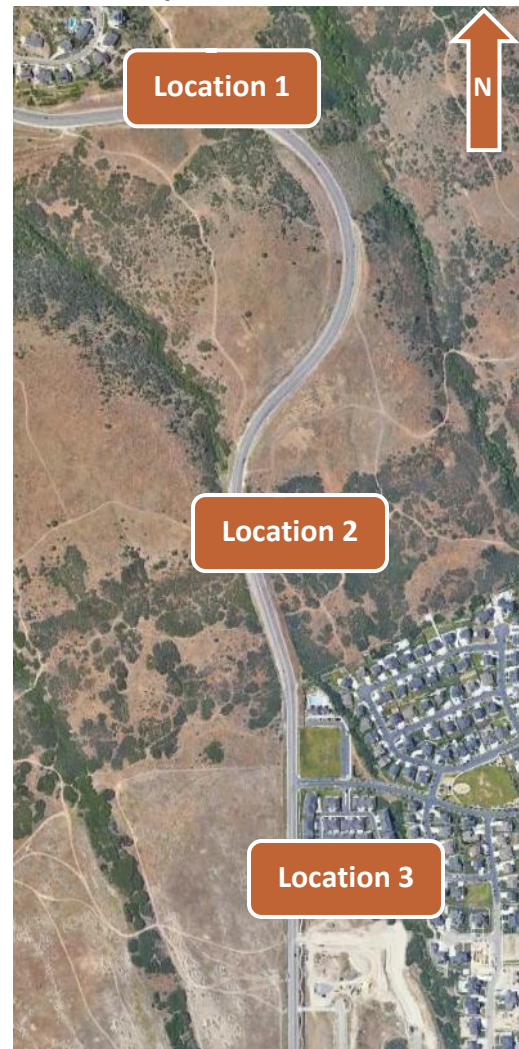


Figure 5: Collection Locations

StreetLight

Another method of data collection that was implemented in this study was the use of StreetLight data, an online database service that allows its users to setup a basic traffic model to collect a variety of information over time.

StreetLight draws on trillions of GPS and cellular data points from numerous sources, including cell phones, connected cars; almost anything that transmits information about location can be used. Their software anonymizes the information it receives, and it isn't available in any form of output (venturebeat.com). After being founded in 2012, their software is "used in all top 25 MSAs (Metropolitan statistical area) in the U.S. and top 15 MSAs in Canada, StreetLight's data has been validated against public, external sources incl. permanent sensors, household surveys, license plates, bluetooth scanning, and the Census. Additional validations with clients and partners using private data also support the quality of our Metrics" (streetlight.com).



Using the most current data from January 1, 2021, to December 31, 2021, the team investigated the Average Annual Daily Traffic (AADT) by vehicle classes.

StreetLight splits vehicle classes into three categories:

1. **LIGHT-DUTY:** <14,000 lbs (Class 1 – Class 3)
2. **MEDIUM-DUTY:** 14,000 – 26,000 lbs (Class 4 – Class 6)
3. **HEAVY-DUTY:** 26,000+ lbs (Class 7+)

*This type of analysis in StreetLight averages the annual daily traffic across the entire year, including weekends. This differs from the ADT Horrocks collected through its pneumatic counters and radar/visual system as these volumes are only calculated for the weekdays. Due to this difference, the AADT volumes Streetlight calculates are lower than the ADT volumes Horrocks calculated, however, the percentage of trucks stays consistent between the two calculations.

Data Collection Results

The data was examined and organized into the categories of speed, ADT, and vehicle class. The results of the data collection efforts are broken down into two tables. **Table 1** includes the speed data collected by the pneumatic traffic counter system and Horrocks Radar, categorized by classification of vehicle. **Table 2** provides an analysis of ADT volume for Highland Blvd by classification of vehicle using all three methods of data collection. **Figure 6** is a representation of the standard FHWA vehicle classifications.

The 85th percentile speed determined by the Horrocks pneumatic counter and the Horrocks radar is shown in **Table 1**. The 85th percentile speed is the speed at or below which 85 percent of the drivers travel on a road segment. Motorists traveling at or below this speed are generally considered to be traveling at a safe and reasonable speed for road and traffic conditions. The 85th percentile speed is often used as a guideline to determine the posted speed limit for the area, though it is not the only guideline. Often the posted speed limit also considers roadway classification, number of accesses, and the width and slope of the road. In the study area, Suncrest Drive (Draper) has a posted speed limit of 40 MPH that reduces to 35 MPH as it transitions to Highland Blvd (Highland) at the Draper/Highland border.

Table 1: Speed Data Collection Break Down

Speed Data Collection Break Down			
Collection Method	Location	Horrocks Pneumatic	Horrocks Radar
Average Downhill Speed 85th%	1	54 MPH	59 MPH
	2	59 MPH	60 MPH
	3	52 MPH	45 MPH
Downhill Medium Vehicle Speed 85th%	1	53 MPH	-
	2	59 MPH	-
	3	53 MPH	-
Downhill Heavy Vehicle Speed 85th%	1	52 MPH	-
	2	47 MPH	-
	3	41 MPH	-

Table 2: ADT Data Collection Break Down

ADT Data Collection Break Down			
Collection Method	Horrocks Pneumatic	Horrocks Radar	StreetLight (2021)
ADT	4272 Vehicles	4655 Vehicles	2381 Vehicles*
Medium Vehicles	544 Vehicles	-	242 Vehicles
Percentage	13%	-	10%
Heavy Vehicles	37 Vehicles	41 Vehicles	23 Vehicles
Percentage	1%	1%	1%

*See the **StreetLight** section above

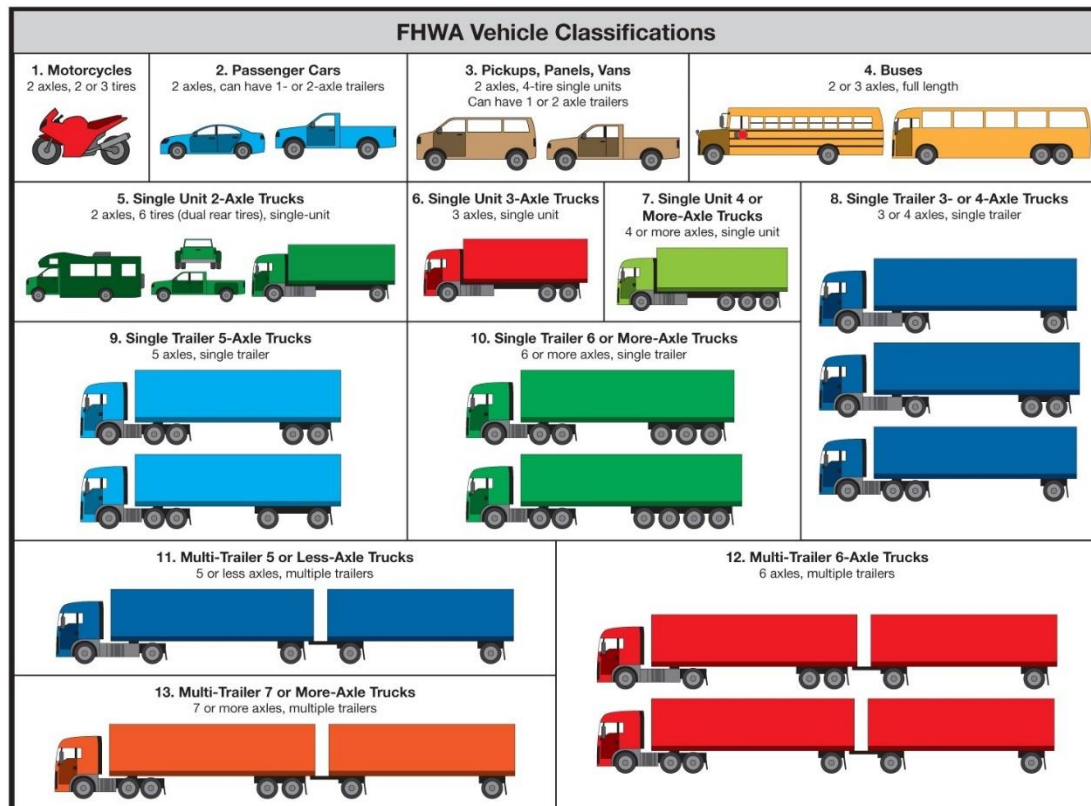


Figure 6: Federal Highway Administration Vehicle Classification Chart

CRASH DATA

Crash data was collected from UDOT's AASHTOW Safety Program, using data from 2018-2022. The possible escape ramp locations have been divided into three main areas shown in **Figure 7**. It also displays the total number of crashes that have occurred in each area and identifies where heavy truck involved crashes were located. Federal Highway Administration identifies a heavy truck as a truck with a gross vehicle weight (GVW) rating greater than 10,000 pounds.

Table 3 shows the in-depth crash data for each area. In total, 28 crashes were recorded within the project area, three of which involved heavy trucks. The heavy trucks in each of the three crashes had recorded speeds of 30, 35, and 60 MPH. It should be noted that the heavy truck traveling 60 MPH rear-ended another vehicle. No fatalities nor injuries were reported for all crashes involving heavy trucks, just property damage only (PDO). Heavy truck crashes make up about 10 percent of all crashes reported in the project area within the last five years.



Figure 7: Project Area Crash Locations

Table 3: Project Area Crash Data

Area Location	Year	Number of Crashes		Crash Severity		Heavy Truck Involved	Weather Conditions
		Total	w/ Injury	PDO	Injury	PDO	
1	2018	2	-	2	-	-	Clear, Dry
	2019	3	1	2	-	-	Clear, Dry/ Ice
	2020	1	1	-	-	-	Clear, Dry
	2021	1	-	1	-	-	Clear, Dry
	2022	1	-	1	-	-	Rain, Wet
2	2018	2	1	1	-	-	Cloudy, Dry/ Clear, Mud
	2019	2	1	1	-	-	Clear/Cloudy, Dry
	2020	2	-	1	-	-	Clear/Cloudy, Dry
	2021	1	-	1	-	-	Snowing, Snow
	2022	-	-	-	-	-	-
3	2018	4	2	2	-	-	Clear, Dry
	2019	-	-	-	-	-	-
	2020	1	-	1	-	-	Clear, Dry
	2021	7	-	4	-	3	Clear/Cloudy, Dry
	2022	1	-	1	-	-	Clear, Dry



EMERGENCY ESCAPE RAMP OVERVIEW

Emergency escape ramps are a dedicated location for out-of-control vehicles to slow and stop out of the main flow of traffic. Effective ramps save lives and reduce property damage. AASHTO's "Green Book" 7th Edition (2018), section 3.4.5 'Emergency Escape Ramps' provides the guidelines for the calculations that should be considered when designing an emergency escape ramp.

Escape Ramp Types

The need for an emergency escape ramp is unique to each roadway being considered. The roadway alignment, grade, length, decent speed, and type of vehicles using the roadway are all considered. There are three categories when considering emergency escape ramps: gravity, sandpile, and arrester-bed. The grade of the ramp for gravity and sandpile ramps is ascending. Because of the descending topography of the study area, these types of escape ramps were not considered. The descending-grade arrester-bed ramp is most applicable for the study area. The following description of this type of escape ramp is taken from AASHTO's "Green Book" 7th Edition (2018), section 3.4.5 'Emergency Escape Ramps'.

Descending-grade arrester-bed escape ramps are constructed parallel and adjacent to the through lanes of the highway. These ramps use loose aggregate in an arrester-bed to increase rolling resistance to slow the vehicle. The gradient resistance acts in the direction of vehicle movement. As a result, the descending-grade ramps can be rather lengthy because the gravitational effect is not acting to help reduce the speed of the vehicle. The ramp should have a clear, obvious return path to the highway so drivers who doubt the effectiveness of the ramp will feel they will be able to return to the highway at a reduced speed.

Local Applications

Emergency Escape Ramps have been used throughout the state of Utah. In Parleys Canyon near Washington Park, westbound traffic has a horizontal arrester-bed escape ramp that is 1700 ft long with very little change in elevation after the initial downhill entry. This design utilizes the surrounding hillside and available space to slow potential out-of-control vehicles.

South of Magna on Bacchus Hwy (UT-111) there is descending-grade arrester-bed escape ramp that is 750 ft long with and elevation loss of 35 ft (4.7% grade). The descending grade requires more space to slow an out-of-control vehicle, but there is sufficient space at this location to accommodate the additional length.

The roadway On Bear Lake Blvd (UT-30) in Old Laketown Canyon there is a gravity ramp that is 645 ft long with an elevation gain of 165 ft (26% grade) from the roadway. The surrounding canyon walls provide a natural change in grade sufficient to slowing out-of-control vehicles at this tight left-hand turn.

Logan Rd (US-89) heading east into Garden city had a descending-grade arrester-bed constructed with a [Truck Arresting System \(TAS\)](#) shown in Figure 8. The arrester-bed is 600 ft long that starts descending, but changes to ascending in the last 200 ft. The average descending grade is 4.6%. The TAS is recognized as an improvement from using surface materials to increase rolling resistance. The energy absorbers and barrier nets allow the ramp to slow out-of-control vehicles, especially on a descending-grade, in a shorter distance than other escape ramp designs. While damage to the vehicle is sustained, the impact on vehicle load, and more importantly, the driver, are minimal.



Figure 8: Example of TAS Ramp in [Garden City Utah](#)

Highland Blvd Application

Highland Blvd was analyzed considering the design parameters described about from AASHTO's "Green Book". The steep incline needed for a gravity ramp isn't readily available in the surround topography along the project roadway. A sandpile's compact dimensions are desirable but the abrupt deceleration characteristic are making this a less common solution. Additionally, as described above, the sandpile would be negatively affected by Utah's wide swings in weather conditions over the course of the year.

The descending-grade arrester-bed ramp is the most applicable escape ramp to design for Highland Blvd. It doesn't require bringing in earth or sand to construct a steep enough hill for a gravity ramp or sandpile. All the ramp locations considered in the study are on the descending-grade. Given the short nature of some of the potential escape ramp locations, the TAS ramp is a desirable option given its ability to reduce the speed of an out-of-control vehicle in less distance than an arrester-bed with coarse aggregate.

RAMP LOCATIONS CONSIDERED

Three locations were considered for emergency escape ramps within the project area. **Figure 9** shows an overview of location within the study area. Each location has advantages and disadvantages discussed in detail below. All three locations are situated in undeveloped land.

North

The North location was considered due to the position of the ramp being before two major downhill curves. **Figure 10** shows the approximate ramp layout and topography of the North location. Several electrical transformers sit within the needed right of way and would require coordination and planning to reroute the electrical boxes. Extensive earth work would be required due to the existing



Figure 9: Ramp Locations

slope and topography. The removed earth could be used to shape a ramp area that would decrease the grade requiring less length to stop an out-of-control vehicle.

The North location corresponds to the data collected at location 1 (**Figure 5**). The average 85th percentile speeds collected at this location were 52 MPH and 53 MPH for heavy and medium vehicles respectively. This is the highest speed for the heavy vehicles which suggests that operators begin to slow after this location. Of the 8 crashes between 2018-22 in this area, none were reported to have heavy vehicles involved.

Figure 10: North Location



Advantages:

- Ramp is placed before two major curves preventing out of control vehicles from navigating these at high speeds
- Cut materials could be used to reshape the topography decreasing the descending-grade with the arrester-bed of the escape ramp

Disadvantages:

- Electrical transformers placed on the south side of the roadway section
- At the top of the continuous -8.0% average grade allowing for the possibility of brake failure after the emergency escape ramp
- Requires extensive earth work to bring surface to roadway grade
- Speed data shows heavy vehicle slowing happens after this location
- Crash data doesn't show this as the greatest area of concern for heavy vehicles

Middle

The Middle location was considered because it is at the bottom of the -8% grade and is the last option before entering the neighborhood communities along Highland Blvd. **Figure 11** shows the approximate ramp layout and topography of the Middle location. It requires much less earthwork but has surface utilities that would need to be located or worked around. At this location, the existing travel lanes reduce from 2 to 1 and upcoming speed limit reduction from 40 MPH to 35 MPH just after the curve act as a traffic calming measures. A developer is considering constructing additional traffic calming near the Highland/Draper boundary. These traffic calming measures could increase the chances of vehicle operators discovering a brake malfunction in the vicinity of this location.

The Middle location corresponds to the data collected at location 2 (**Figure 5**). The average 85th percentile speeds collected at this location were 47 MPH and 59 MPH for heavy and medium vehicles respectively. The decrease in speed for the heavy vehicles suggests that operators have begun to slow before this location. The speed data shows that continued braking occurs after this location. Medium and light vehicles are at their highest speed of the 3 locations through this area. The previous curve has the steepest grade of the study and could be a contributing factor to these highest speeds. Of the 7 crashes between 2018-22, none were reported to have heavy vehicles involved.

Figure 11: Middle Location



Advantages:

- Minimal fill needed to bring to roadway grade
- Before Highland City entry and neighborhood communities

- At the end of the continuous -8% average grade section, after the steepest section of the study area
- Braking already encouraged at this location that can alert vehicle operators to brake failure

Disadvantages:

- Existing surface utility conflicts
- Requires complete navigation of previous curves before emergency escape ramp is accessible
- Speed data shows that heavy truck braking continues after this location
- Crash data doesn't show that this is the greatest area of concern for heavy vehicles

South

The South location was considered for its location where the descending grade decreases from -8% average to -4% average grade. **Figure 12** shows the approximate ramp layout and topography of the South location. There are no existing utility conflicts and similar to the Middle location there would be minimal earth work needed to bring the surface to the same grade as the roadway. At this location the speed limit changes from 40 MPH to 35 MPH. This traffic calming measure could increase the chances of vehicle operators discovering a brake malfunction in the vicinity of this location.

The South location corresponds to the data collected at location 3 (**Figure 5**). The average 85th percentile speeds collected at this location were 41 MPH and 53 MPH for heavy and medium vehicles respectively. This is the lowest average speed for the heavy vehicles suggesting that operators have done the most braking before this location. Of the 13 crashes between 2018-22, three were reported to have heavy vehicles involved at speeds 30, 35, and 60 MPH.

Figure 12: South Location





Advantages:

- Minimal fill needed to bring to roadway grade
- After the continuous -8% average grade section and at a -4% average grade in the arrester-bed
- Braking already encouraged at this location that can alert vehicle operators to brake failure
- Speed data indicates majority of heavy braking occurs before this location
- Crash data indicates this is the location of concern for heavy vehicles

Disadvantages:

- Requires complete navigation of previous curves before emergency escape ramp is accessible
- Within residential area limits putting out-of-control vehicles in conflict with residential traffic, pedestrians, bicyclists, etc.

LOCATION RECOMMENDATION

After considering the advantages and disadvantages of each location including topography, speed data, crash data, and the design recommendation from AASHTO's "Green Book" (2018), the Middle location is recommended as the best option to construct an emergency escape ramp. This location would remove the conflict of out-of-control vehicles with residential traffic. This location is after the steepest grade of the study section, so vehicle operators will be using their brakes. This makes it more likely that mechanical malfunctions will be discovered around this location. The travel lane reduction at this location and upcoming speed limit reduction also encourage braking in this area.

The speed data shows heavy vehicle braking continues after this location. To mitigate this concern, it is recommended to modify/install signage to improve vehicle operator awareness and construct additional traffic calming measures near this location to shift the heavy braking north of this location. This will help to reduce the average 85th percentile speed for all vehicle types and decrease crashes south of this location relating to out-of-control vehicles. The following signs and traffic calming are recommended.

- Prior to the curve within the North area, add a large square sign with flashing lights reading "Runaway Truck Ramp Ahead" with a distance to the ramp and a directional arrow pointing to the right side of the road
- Prior to the truck ramp in the Middle area, add a diamond sign with flashing lights indicating that the left lane ends ahead (also add flashing lights to the lane end sign at the merge point)
- Construct improvements that increase side friction (e.g., curbing, landscaping, monument signs, etc.) at the north end of the residential development

Cost Estimate

The cost estimate summary shown in **Table 4** was put together using the MAG application spreadsheet. The Garden City project was \$5 million and provided a baseline for the assumption made in this estimate. An overlay of the Garden City TAS escape ramp is shown in **Figure 13** at the Middle location of the study area.



Table 4: Cost Estimate of TAS at Middle Location

Cost Estimate (ePM screen 505)		2024		2027	
	P.E.		\$586,000		\$654,000
	Right of Way		\$600,000		\$675,000
	Utilities		\$125,000		\$153,000
	Construction		\$3,661,000		\$4,484,000
	C.E.		\$256,000		\$286,000
	Incentives		\$0		\$0
	Aesthetics	0.75%	\$27,000		\$33,000
	Change Order Contingency	9.00%	\$332,000		\$407,000
	UDOT Oversight	4.00%	\$163,000		\$200,000
	Miscellaneous		\$0		\$0
		TOTAL	\$5,750,000	TOTAL	\$6,892,000

Figure 13: Garden City TAS Escape Ramp at Middle Location





CONCLUSION

The Middle location is the recommended location for an emergency escape ramp using the TAS system. Removing the conflict of out-control-vehicles from the residential area is a large contributing factor. This location is prior to the residential areas in Highland City along Highland Blvd so it is assumed that there would be fewer pedestrian/bicycle conflicts than if a ramp were considered further south into the developments. The crash data shows crashes involving heavy vehicles south of this location, however, mitigations including increased signage and traffic calming surrounding the Middle location help to address these concerns.

Additional Considerations

In addition to the recommendations listed above, the following are additional considerations that could be implemented alongside the construction of an emergency escape ramp.

- As additional traffic calming is built around the Highland/Draper border and additional development occurs on the west side of the road in Highland, move the reduced speed signs north to the Middle area.
- Add a separate, lower speed limit sign for vehicles over 10,000 GVW.
- Build a brake check area to allow drivers to stop and perform a mechanical check before beginning the descent along Suncrest Dr / Highland Blvd and increase awareness for caution along this route.



ATTACHMENTS

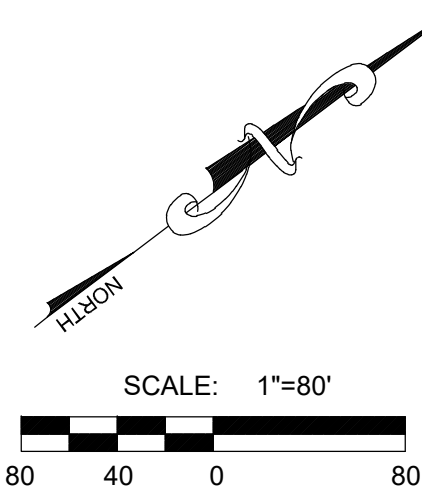
Crash Detail List

Area Location	Year	Manner of Collision	Crash Severity	Heavy Truck Involved	Weather Conditions
3	2018	Angle	Possible injury	N	Clear, Dry
3	2018	Not Applicable/Single Vehicle	No injury/PDO	N	Clear, Dry
2	2018	Front to Rear	Possible injury	N	Cloudy, Dry
2	2018	Not Applicable/Single Vehicle	No injury/PDO	N	Clear, Mud
1	2018	Not Applicable/Single Vehicle	No injury/PDO	N	Clear, Dry
1	2018	Not Applicable/Single Vehicle	No injury/PDO	N	Clear, Dry
2	2019	Angle	No injury/PDO	N	Cloudy, Dry
2	2019	Angle	Suspected Minor Injury	N	Clear, Dry
1	2019	Not Applicable/Single Vehicle	Possible injury	N	Clear, Dry
1	2019	Not Applicable/Single Vehicle	No injury/PDO	N	Clear, Ice/Frost
1	2019	Not Applicable/Single Vehicle	No injury/PDO	N	Clear, Dry
3	2020	Angle	Possible injury	N	Clear, Dry
3	2020	Angle	No injury/PDO	N	Clear, Dry
2	2020	Not Applicable/Single Vehicle	No injury/PDO	N	Cloudy, Dry
2	2020	Not Applicable/Single Vehicle	No injury/PDO	N	Clear, Dry
1	2020	Not Applicable/Single Vehicle	Possible injury	N	Clear, Dry
3	2021	Front to Rear	No injury/PDO	Y	Clear, Dry
3	2021	Angle	No injury/PDO	N	Cloudy, Dry
3	2021	Not Applicable/Single Vehicle	No injury/PDO	Y	Clear, Dry
3	2021	Not Applicable/Single Vehicle	No injury/PDO	N	Clear, Dry



2	2021	Front to Rear	No injury/PDO	N	Snowing, Snow
1	2021	Not Applicable/Single Vehicle	No injury/PDO	N	Clear, Dry
3	2021	Not Applicable/Single Vehicle	Suspected Serious Injury	N	Clear, Dry
3	2021	Front to Rear	No injury/PDO	N	Cloudy, Dry
3	2021	Front to Rear	No injury/PDO	Y	Clear, Dry
1	2022	Not Applicable/Single Vehicle	No injury/PDO	N	Rain, Wet
3	2022	Sideswipe Same Direction	No injury/PDO	N	Clear, Dry

HIGHLAND BLVD - PRELIMINARY



VICINITY MAP

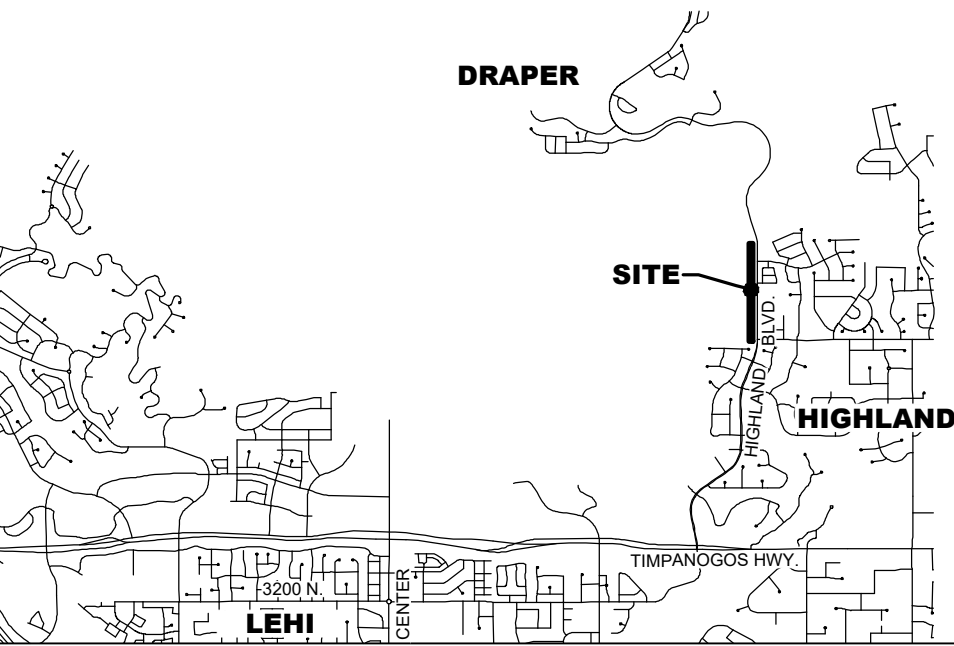


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NOTES

- ALL CONSTRUCTION IS TO BE DONE AS PER THE LATEST EDITION OF THE HIGHLAND CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
- THE STREETS IN THIS SUBDIVISION FOLLOW THE TOPOGRAPHY OF THE EXISTING HILLSIDE, CAUSING SOME TRAILS & SIDEWALKS TO BE NON-COMPLIANT FOR ADA ACCESS. CONTRACTOR TO CONSTRUCT PEDESTRIAN RAMPS TO BEST FIT WITH THE INTERSECTION DESIGN. ADA ACCESSIBLE ROUTES MAY NOT BE PROVIDED AT ALL STREET CROSSINGS.
- PRIOR TO THE COMMENCEMENT OF ANY WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD.
- ALL STREET SIGNS/MARKINGS SHALL BE PER THE MUTCD.

LEGEND

EXISTING	PROPOSED	
---	---	BOUNDARY LINE
---	---	STREET CENTERLINE
---	---	EASEMENT LINE
---	---	LOT LINES
EX-SS	SS	SEWER PIPE
EX-SM	SM	SEWER MANHOLE
EX-SR	SR	SEWER SERVICE
EX-SD	SD	STORM DRAIN PIPE (RCP)
EX-SM	SM	STORM DRAIN MANHOLE
EX-SI	SI	CURB INLET
EX-SB	SB	COMBO BOX
EX-SB	SB	4x4' CATCH BASIN
EX-SB	SB	3x3' CATCH BASIN
EX-SB	SB	INLET/OUTLET W/ GRATE
EX-W	W	CULINARY WATER PIPE
EX-W	W	45" PIPE ELBOW (W)
EX-W	W	22.5" PIPE ELBOW (W)
EX-W	W	11.25" PIPE ELBOW (W)
EX-W	W	FIRE HYDRANT
EX-W	W	SERVICE & METER (W)
EX-W	W	PRV (W)
EX-W	W	AIR-VAC VALVE (W)
EX-W	W	BLOW-OFF (W)
EX-W	W	TEMP. BLOW-OFF (W)
EX-W	W	VALVE (W & SW)
EX-W	W	TEE
EX-W	W	CROSS
EX-PI	PI	PRESSURIZED IRRIGATION
EX-PI	PI	45" PIPE ELBOW (PI)
EX-PI	PI	22.5" PIPE ELBOW (PI)
EX-PI	PI	11.25" PIPE ELBOW (PI)
EX-PI	PI	SINGLE SW SERVICE
EX-PI	PI	DUAL SW SERVICE
EX-PI	PI	AIR-VAC VALVE (PI)
EX-PI	PI	BLOW-OFF (SW)
EX-PI	PI	TEMP. BLOW-OFF (PI)
EX-PI	PI	STOP SIGN
EX-PI	PI	STREET SIGN
EX-PI	PI	MONUMENT
EX-PI	PI	FENCE
EX-PI	PI	STREET LIGHT
EX-PI	PI	POWER POLE
EX-PI	PI	DITCH
EX-PI	PI	FIBER OPTIC
EX-PI	PI	GAS
EX-PI	PI	OVERHEAD POWER
EX-PI	PI	FLOW ARROW
EX-PI	PI	CONTOURS

DEVELOPER / OWNER

DR HORTON
12351 S. GATEWAY PARK PL #D-100
DRAPER, UTAH 84020

ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
(801)798-0555

PROJECT NAME

HIGHLAND BLVD PRELIMINARY PLAN

HIGHLAND BLVD - PRELIMINARY

HIGHLAND, UTAH

COVER

REVISIONS

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LEI PROJECT #:

2020-0067

DRAWN BY:

DSE/MJV

DESIGNED BY:

BCT

SCALE:

1"=80'

DATE:

01/10/2024

SHEET

COVER

GENERAL NOTES

1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED AND INSPECTED IN STRICT ACCORDANCE WITH ALL JURISDICTIONAL AUTHORITIES.
2. CONTRACTOR SHALL COMPLY WITH THE STANDARDS INDICATED WITHIN THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL NOTIFY ALL AGENCIES, OWNERS, ENGINEERS, AND UTILITY COMPANIES FIVE DAYS PRIOR TO A PRE-CONSTRUCTION MEETING.
3. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
4. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
5. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF, AND AT, THE SITE OF WORK. IF, DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, (1) THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.
6. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED. VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND ANSWER ANY QUESTIONS BEFORE CONSTRUCTION.
7. ALL TRAFFIC CONTROL IS TO CONFORM TO THE CURRENT MUTCD AND UDOT STANDARDS. FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAYS OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVE PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
8. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER.
9. CONTRACTOR TO VERIFY EXISTING CONDITIONS, TIE IN POINTS, UTILITY CONNECTIONS, ETC. PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
10. THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCHMARKS, CONTROL POINTS, SECTION CORNERS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY UNNECESSARY LOSS OR DISTURBANCE.
11. CONTRACTOR TO FURNISH, MAINTAIN, AND RESTORE ALL SURVEY MONUMENTS AND MONUMENT REFERENCE MARKERS WITHIN THE PROJECT SITE. CONTRACTOR TO CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT PERMITTING, LOCATIONS AND CONSTRUCTION DETAILS.
12. ALL EXISTING ASPHALT WILL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.

GENERAL CLEARING AND GRADING NOTES

1. CLEARING, GRUBBING AND DISPOSAL OF VEGETATIVE MATERIAL NEEDS TO BE IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS, WHICH APPLY TO SOLID WASTE.
2. THE EXISTING TOPOGRAPHY SHOWN ON THESE PLANS IS BASED ON DRAWINGS AND A TOPOGRAPHIC SURVEY PERFORMED BY LEI ENGINEERS (UNLESS OTHERWISE NOTED). IF THE EXISTING GRADE IS DIFFERENT FROM WHAT IS SHOWN ON THE GRADING PLAN, CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY.
3. ALL EARTH WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S REPORT.
4. WHEN USING ELECTRONIC FILES OF MASS GRADING SITES PREPARED BY LEI THE CONTRACTOR MUST USE THE DIGITAL TERRAIN MODEL CREATED BY AUTODESK CIVIL 3D AND NOT A REPRODUCTION OF PROPOSED CONTOURS. LEI IS NOT RESPONSIBLE FOR ANY INACCURACIES, ERRORS AND/OR DISCREPANCIES DUE TO CONVERSION OR USE OF ELECTRONIC FILES.
5. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
6. EROSION CONTROL - A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED IN ACCORDANCE WITH THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES) PERMIT FOR CONSTRUCTION, OUTLINING HOW EROSION AND SILTATION WILL BE CONTROLLED. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND MAINTAINING THE APPROPRIATE PERMITS AND INSPECTIONS. A COPY OF THE PLAN MUST BE ON SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE PLAN AND INSTALLING AND MAINTAINING THE EROSION CONTROL FACILITIES WITH EACH PHASE OF WORK. SHOULD SILT LEAVE THE SITE OR EROSION OCCURS, IT WILL BE THE CONTRACTORS RESPONSIBILITY TO TAKE CORRECTIVE ACTION AND REPAIR ANY DAMAGE CAUSED BY THE SILT OR EROSION IMMEDIATELY. ALL COSTS ASSOCIATED WITH THE MODIFICATION AND APPROVAL OF THE PLAN WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

GENERAL UTILITY NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING BLUE STAKES FOR MARKINGS TO VERIFY ALL EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES AND FOR ALL INTERRUPTIONS CAUSED BY THE RESULTS OF HIS WORK.
2. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTORS FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY CONTRACTORS WORK FORCE.
3. START AT THE LOW END OF ALL GRAVITY FEED LINES AND WORK UPHILL. DO NOT DRY START GRAVITY FEED LINES THAT TIE INTO EXISTING GRAVITY LINES. FAILURE TO COMPLY WITH THIS NOTE SHALL RELEASE THE CIVIL ENGINEER OF ALL LIABILITY.
4. CONTRACTOR SHALL LAYOUT AND POTHOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON OR OFF-SITE AS REQUIRED PRIOR TO ANY CONSTRUCTION.
5. ANY POWER, NATURAL GAS, AND COMMUNICATIONS UTILITIES SHOWN ON THE PLANS ARE FOR REFERENCE PURPOSES ONLY AND ARE NOT DESIGN DRAWINGS FOR THE RELOCATION OR REMOVAL OF EXISTING UTILITIES, NOR FOR ANY NEW UTILITY SERVICES. CONTRACTOR TO SUBMIT SITE PLAN TO APPROPRIATE UTILITY PROVIDER FOR DESIGN OF SERVICE CONNECTIONS.
6. ALL DIMENSIONS, GRADES AND UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXISTS PRIOR TO CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
7. ALL EXISTING MANHOLES, WATER VALVES, CLEAN OUTS, ETC., ARE TO BE RAISED OR LOWERED TO GRADE.
8. THE DRY START OF ANY UTILITY WITHOUT DIRECT CONNECTION TO EXISTING UTILITY INFRASTRUCTURE IS HIGHLY DISCOURAGED UNLESS DIRECTED OTHERWISE BY THE OWNER/DEVELOPER. LEI IS NOT RESPONSIBLE FOR ANY ISSUES OR CHANGES RESULTING FROM SUCH CONSTRUCTION METHODS.
9. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER AND AT THE SOLE RISK OF THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE OWNER/DEVELOPER.
10. CONTRACTOR IS RESPONSIBLE TO REMOVE, SALVAGE, AND REPLACE FENCE LINES WHICH ARE DISTURBED DURING CONSTRUCTION.
11. SANITARY SEWER TO BE INSTALLED A MINIMUM OF 10 FEET HORIZONTALLY AND 18 INCHES VERTICALLY FROM ALL WATER LINES.
12. ALL PIPE LENGTHS SHOWN ON PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS NOTED OTHERWISE.
13. UTILITY LATERAL TO BE INSTALLED PER CITY STANDARD LOCATION UNLESS OTHERWISE NOTED.

ELECTRONIC FILE NOTES

1. THE HARD COPIES OF THIS INFORMATION WILL GOVERN OVER THE ELECTRONIC DATA IN THE EVENT ANY DISCREPANCIES ARE FOUND WITH THE INFORMATION. PLEASE CONTACT LEI BEFORE CONSTRUCTION IF ANY DISCREPANCIES ARE FOUND.
2. THE INFORMATION RECORDED ON OR TRANSMITTED AS ELECTRONIC MEDIA WAS CREATED USING AUTODESK CIVIL 3D 2020 SOFTWARE. THEREFORE, THE INFORMATION IS SUBJECT TO UNDETECTABLE ALTERATION, EITHER INTENTIONAL OR UNINTENTIONAL DUE TO, AMONG OTHER CAUSES, TRANSMISSION, CONVERSION, MEDIA DEGRADATION, SOFTWARE ERROR, OR HUMAN ALTERATION.



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NOT FOR
CONSTRUCTION

HIGHLAND BLVD - PRELIMINARY

HIGHLAND, UTAH

GENERAL NOTES

REVISIONS

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LEI PROJECT #:

2020-0067

DRAWN BY:

DSE/MJV

DESIGNED BY:

BCT

SCALE:

NONE

DATE:

01/10/2024

SHEET

NOTES



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HIGHLAND BLVD - PRELIMINARY
HIGHLAND, UTAH
EXISTING CONDITIONS PLAN

REVISIONS

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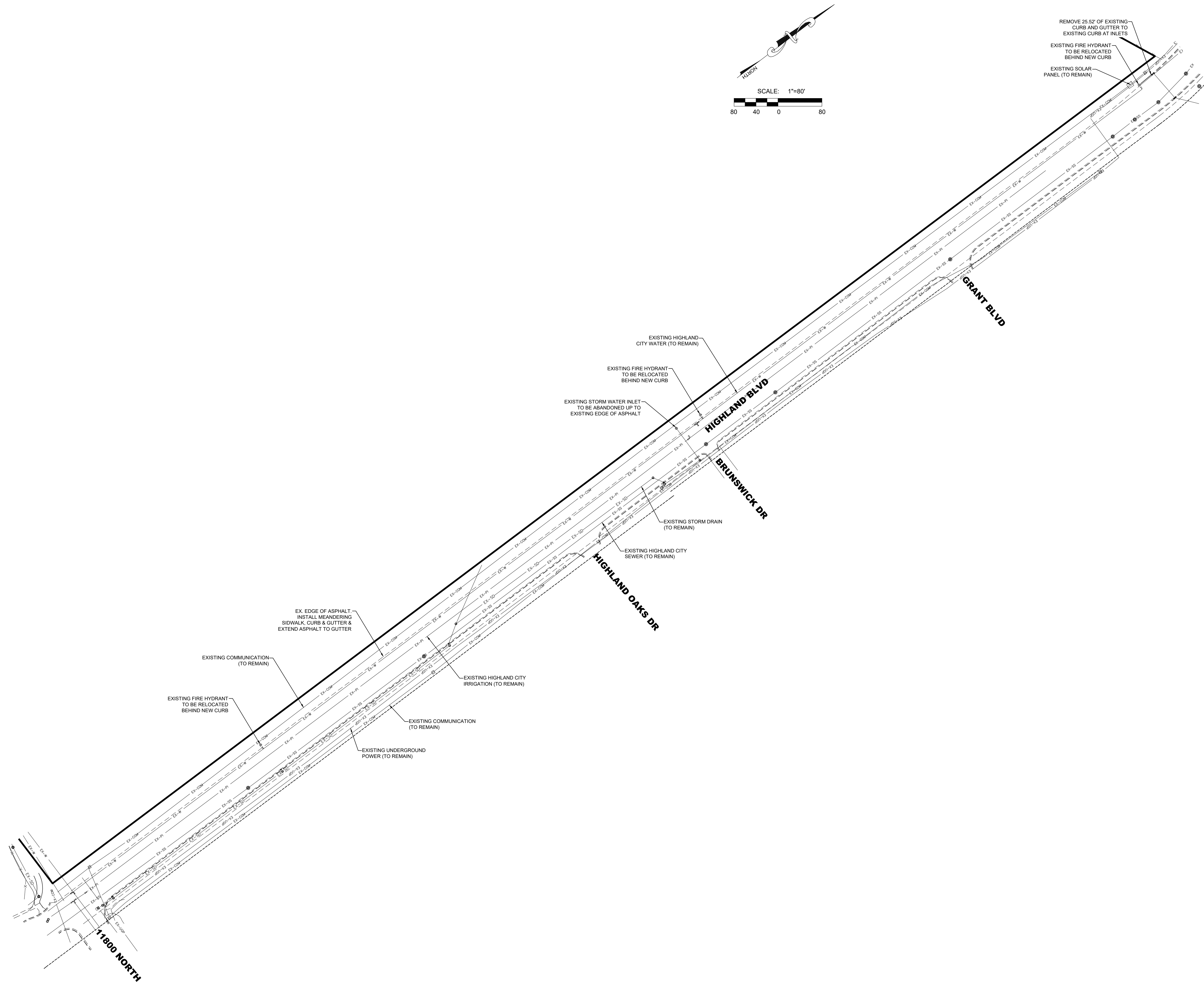
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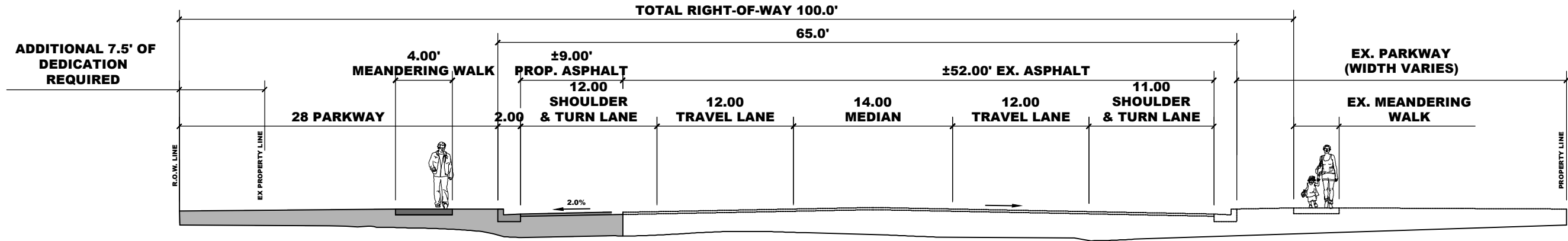
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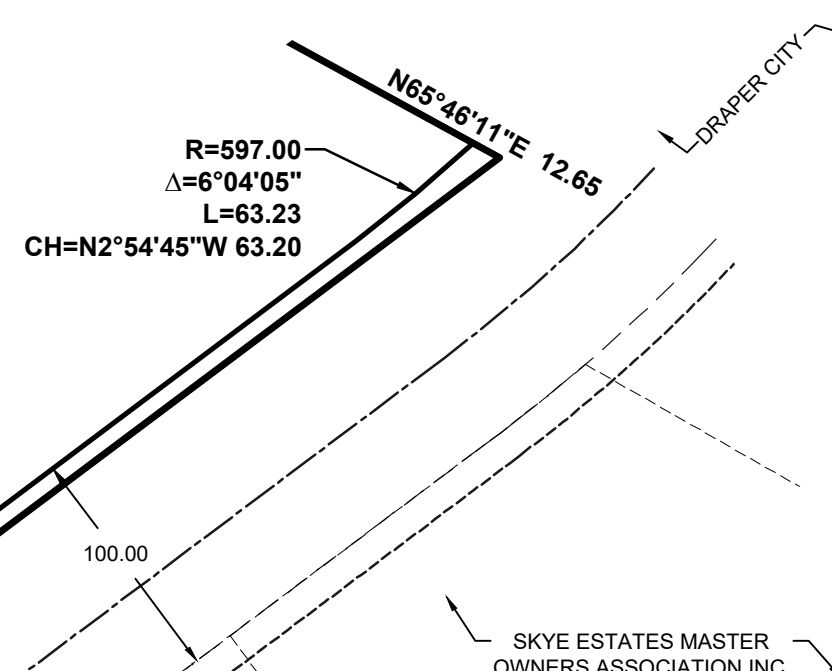
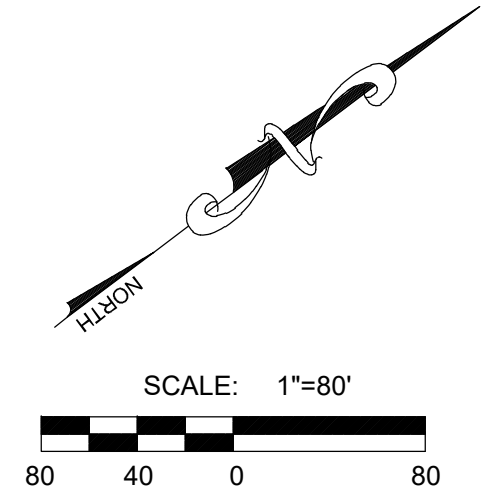
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101





MAJOR COLLECTOR CROSS SECTION
SEE HIGHLAND CITY STANDARD DETAIL ST-02



SOUTH QUARTER CORNER
SECTION 22, T4S, R1E, SLB&M
(FOUND 1987 UTAH COUNTY MONUMENT)

SECTION LINE (RECORD 1987 2407'E 2441.43)
N89°52'17\"/>

AREA DEDICATED
TO HIGHLAND CITY
18,776 SF
0.43 AC

N0°07'18\"/>

HIGHLAND OAKS DR

BRUNSWICK DR

HIGHLAND BLVD
(PUBLIC - WIDTH VARIES)

GRANT BLVD

SOUTHEAST CORNER
SECTION 22, T4S, R1E, SLB&M
(NOT FOUND, MONUMENT HAS BEEN DESTROYED)

KENNEDY, MATTHEW JUDSON
& MIKELLE PETERSEN

HIGHLAND CITY
CORPORATION
11800 NORTH

HAWKINS, GREGORY
& ARLENE

LEI

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HIGHLAND BLVD - PRELIMINARY

HIGHLAND, UTAH

LOT LAYOUT PLAN

REVISIONS	
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LEI PROJECT #: 2020-0067	
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DESIGNED BY: BCT	
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DATE: 01/10/2024	
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NOT FOR
CONSTRUCTION

HIGHLAND BLVD - PRELIMINAR

HIGHLAND, UTAH

UTILITY PLAN

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2020-0067

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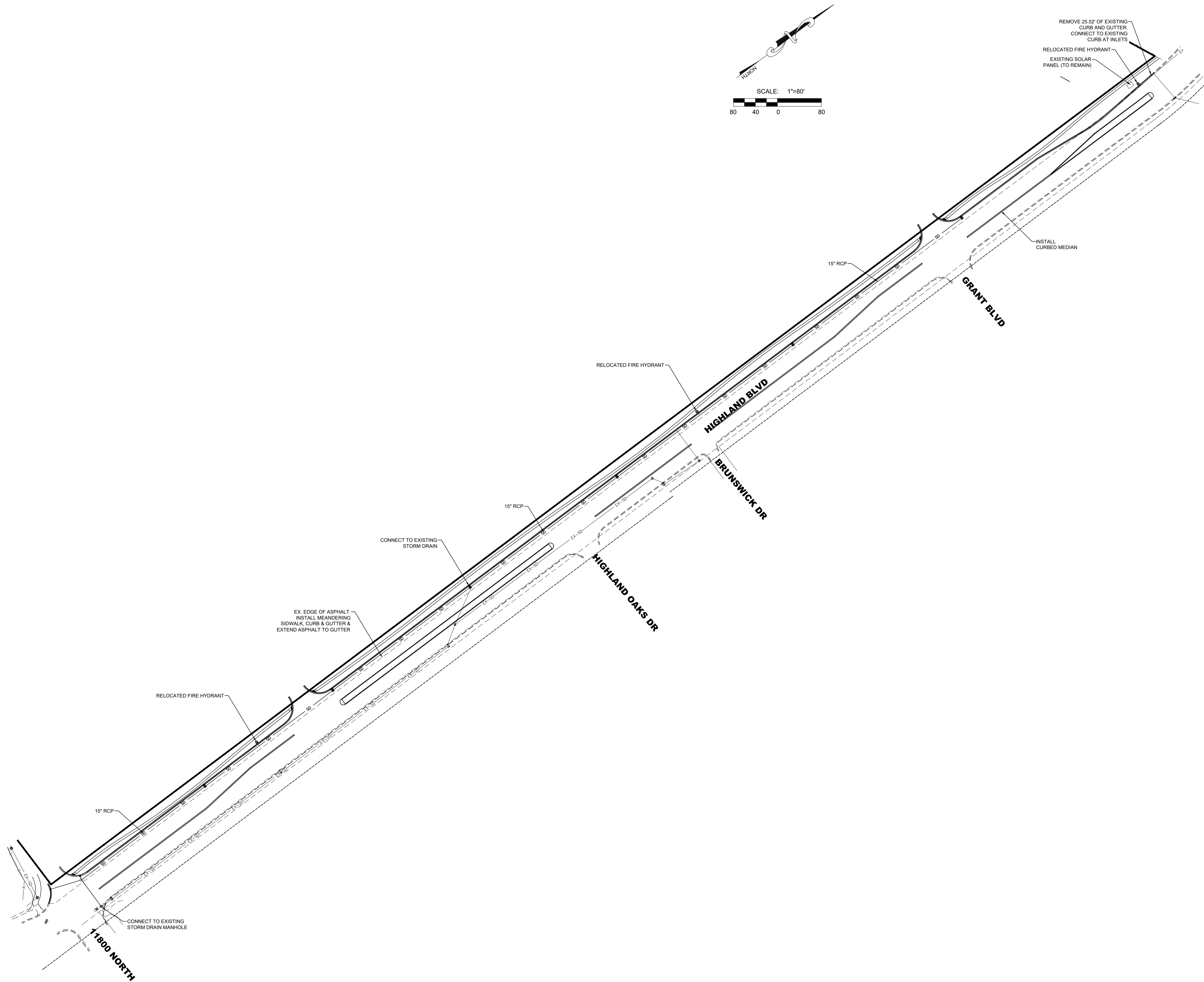
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BCT

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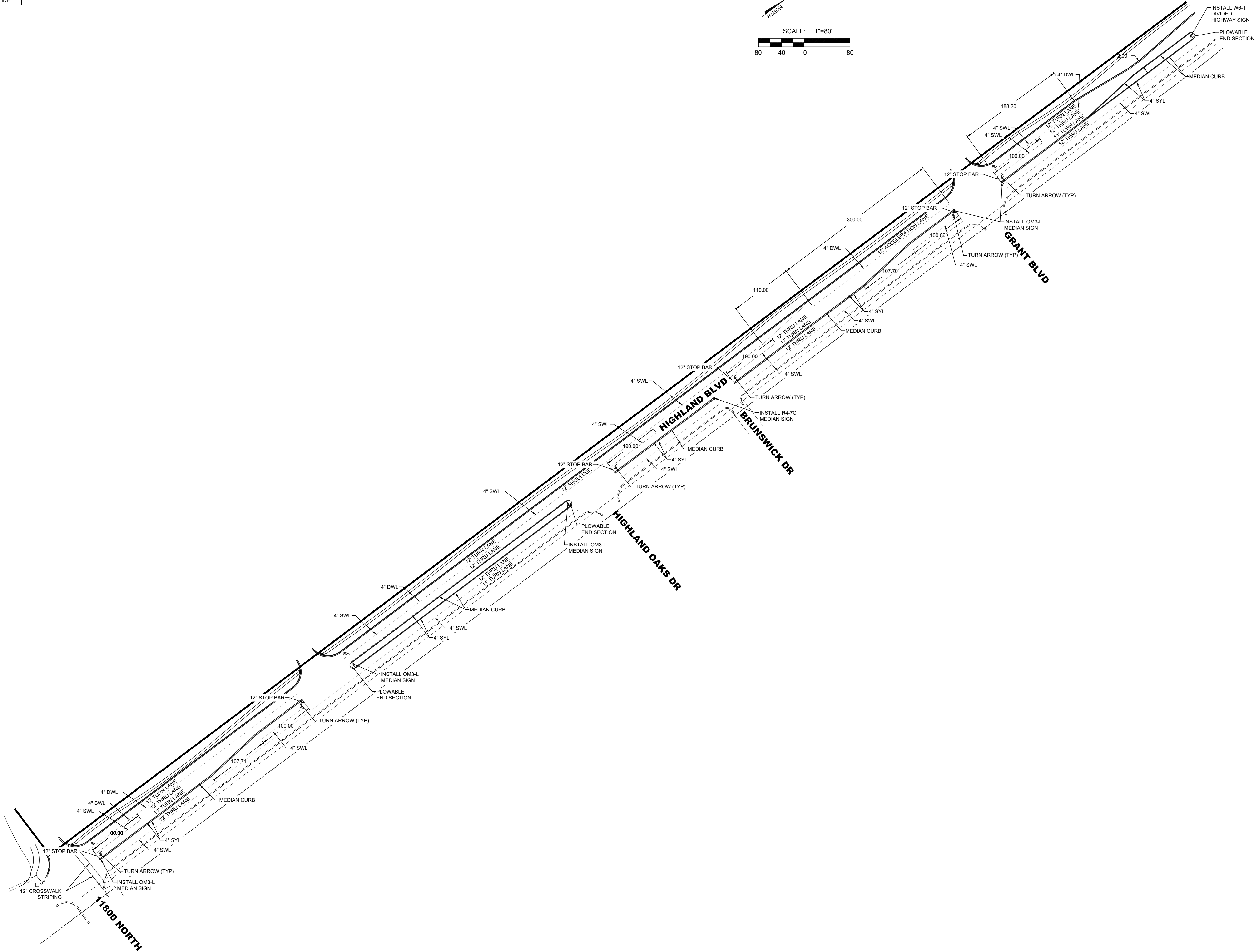
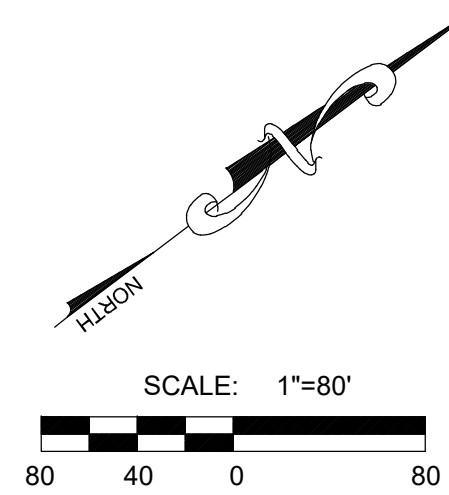
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01/10/2024

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201



STRIPING KEY	
BWL	BROKEN WHITE LINE
DWL	DASHED WHITE LINE
SWL	SOLID WHITE LINE
SYL	SOLID YELLOW LINE



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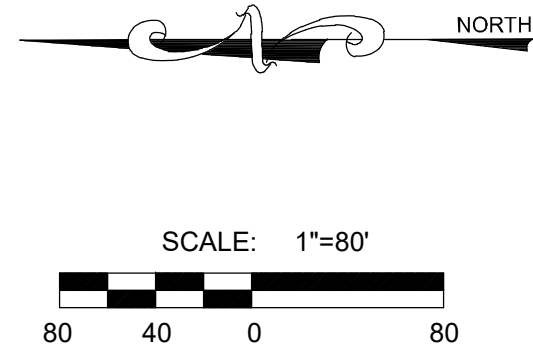
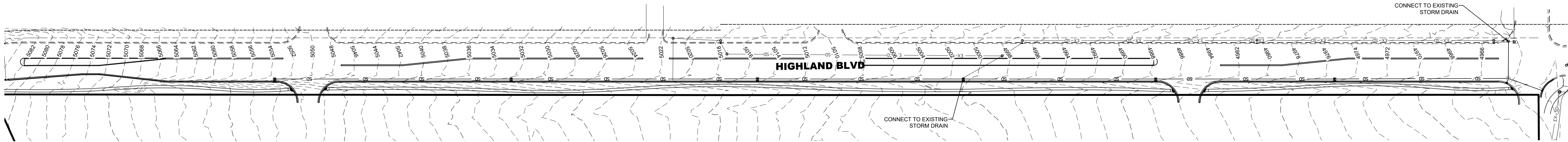
HIGHLAND BLVD - PRELIMINARY
HIGHLAND, UTAH
SIGNAGE AND STRIPING PLAN

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LEI PROJECT #:
2020-0067
DRAWN BY:
DSE/MJV
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DATE:
01/10/2024

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202

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NOT FOR
CONSTRUCTION

HIGHLAND BLVD - PRELIMINARY

HIGHLAND, UTAH

OVERALL GRADING PLAN

REVISIONS

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5 -

6 -

LEI PROJECT #:

2020-0067

DRAWN BY:

DSE/MJV

DESIGNED BY:

BCT

SCALE:

1"=80'

DATE:

01/10/2024

SHEET

301



HORROCKS

ENGINEERS



Skye Area Plan, 2nd Amendment (MICRON) TIS LEHI, UT

SEPTEMBER 27, 2022 PROJECT # UT-CV-3498-21

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Introduction

PURPOSE OF REPORT AND STUDY OBJECTIVES

The purpose of this Traffic Impact Study (TIS) is to identify the traffic impacts for the proposed development, located in Lehi, Utah. The study objectives are: (1) To define the study intersections, (2) estimate trip generation and distribution for the site before and after development, (3) analyze AM and PM peak traffic conditions with and without the project traffic in 2026 and 2050, (4) perform capacity analysis, (5) signal warrant analysis, and (6) recommend improvements to mitigate traffic impacts if necessary.

EXECUTIVE SUMMARY

Site Location and Study Area – The location for the proposed development site is on the north side of SR-92, also known as Timpanogos Highway, and approximately two miles east of I-15 (see **Figure 1**). The proposed development is located to the west and north of Micron plant in Lehi, Utah. This study will address the following intersections near the study area.

- Highland Blvd & Grant Blvd
- Highland Blvd & SR-92
- Highland Blvd & SR-92 Commuter Lane On-Ramp
- Center St/8000 West & SR-92
- SR-92 & 500 West
- 500 West & Traverse Terrace Drive
- 3900 North & Canyon Hills Rd
- Canyon Hills Rd & 4050 North
- Highland Blvd & 11800 North
- SR-92 & 1200 East

Signal Warrant Analysis

Horrocks recommends the stop-control of the following intersections to be upgraded to a signal:

- 11800 North & Highland Boulevard in 2026
- 500 West & Traverse Terrace Drive in 2050

Signal warrant analysis was performed at this intersection. This analysis can be found in the APPENDIX.

Development Description:

The proposed development will have 2,424 residential housing units consisting of townhomes, single-family homes, and estates. The site also has an elementary school, a middle school, two churches, and areas for mixed use development. The mixed-use development will consist of both residential and commercial space. The annexed portion will consist largely of estates.

CONCLUSIONS AND RECOMMENDATIONS

1. Existing Conditions: - All study intersections operate at an acceptable LOS. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 29.0 sec/veh in the AM and a LOS D and a delay of 48.5 sec/veh in the PM. No recommended mitigations currently.
2. 2026 Background Conditions: - Traffic volumes were projected over five-years from 2021 to 2026 by adding a 10% growth rate to existing traffic conditions. This 10% growth rate (or 2% per year) was generated using UDOT's historic AADT counts. All study intersections perform at an acceptable LOS except for Highland Blvd & 11800 North. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 31.3 sec/veh in the AM and Highland Blvd & 11800 North with a LOS E and a delay of 39.7 sec/veh in the PM.

Recommended Mitigations:

- Highland Blvd & 11800 North
 - Upgrade intersection from stop control to signal
 - Modify westbound shared left/right to dedicated left and right.

After mitigations, all study intersections operate at an acceptable LOS. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 28.6 sec/veh in the AM, and a LOS D with a delay of 41.0 sec/veh in the PM. No recommended mitigations currently.

3. Project Trip Generation: - Horrocks estimates the proposed development to generate approximately 30,793 new external daily trips with 2,541 during the AM peak and 2,852 during the PM peak, respectively.
4. 2026 Background plus Project Conditions: - Horrocks added project traffic to the 2026 Background conditions to create 2026 Background plus Project Conditions. All study intersections perform at an acceptable LOS. The study intersection with the highest delay is 1200 East & SR-92 with a LOS D and a delay of 52.2 sec/veh in the AM and Center St/8000 West & SR-92 with a LOS D with a delay of 53.3 sec/veh in the PM. This scenario includes all previous mitigations. No recommended mitigations currently.
5. 2050 Background Conditions: - Traffic volumes were projected over thirty-years from 2021 to 2050 using the Travel Demand Model for the area. All study intersections perform at an acceptable LOS except Highland Blvd & Grant Blvd. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 32.4 sec/veh in the AM and Highland Blvd & Grant Blvd with a LOS F with a delay of 43.5 sec/veh in the PM. This scenario includes all previous mitigations.

Recommended Mitigations:

- Highland Blvd & Grant Blvd
 - Upgrade intersection from stop-control to signalized

After mitigations, all study intersections operate at an acceptable LOS. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 32.4 sec/veh in the AM and Highland Blvd & SR-92 with a LOS D with a delay of 46.9 sec/veh in the PM. This scenario includes all previous mitigations. No recommended mitigations currently.

6. 2050 Background plus Project conditions: - Horrocks added project traffic to 2050 Background conditions to create 2050 Background plus Project Conditions. All study intersections perform at an acceptable LOS except for Highland Blvd & SR-92 and 500 West & Traverse Terrace Drive. The study intersections with the highest delay are 1200 East & SR-92 with a LOS D and a delay of 52.2 sec/veh in the AM and 500 West & Traverse Terrace Drive with a LOS E and a delay of 88.1 sec/veh in the PM. This scenario includes all previous mitigations.

Recommended Mitigations:

- 500 West & Traverse Terrace Drive
 - o Upgrade intersection from stop-control to signalized
- Highland Blvd & SR-92
 - o Add additional westbound left-turn lane
 - o Add additional southbound left-turn lane
 - o Add additional thru lane for a total of 2 lanes

With these mitigations, all intersections operate at an acceptable LOS. The study intersections with the highest delay are 1200 East & SR-92 with a LOS D and a delay 36.6 sec/veh in the AM and Center St/8000 West & SR-92 with a LOS D with a delay of 50.0 sec/veh in the PM. This scenario includes all previous mitigations. No recommended mitigations currently.

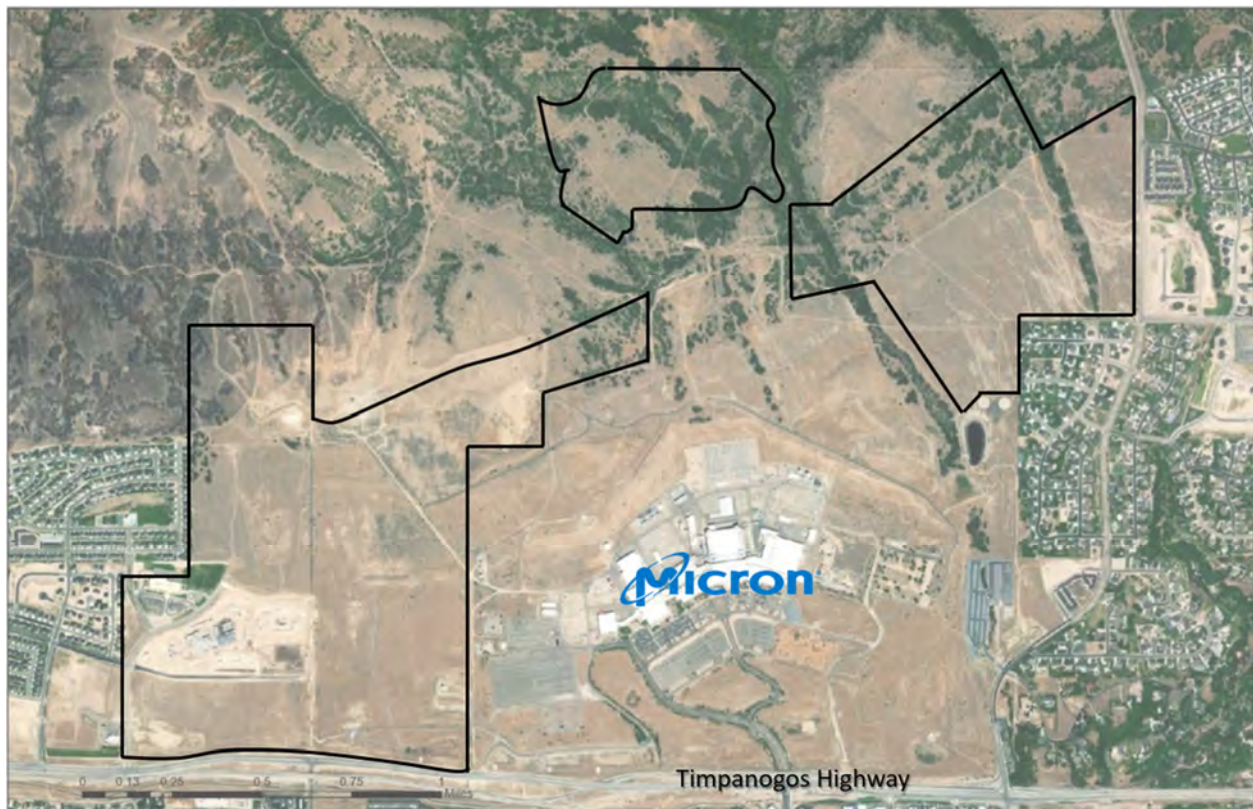
7. Safety History: - There was a total of 736 crashes on SR-2 from 2016 through 2021. The types of vehicle crashes are as follows:
- Two fatal crashes
 - 68 Suspected minor injury crashes
 - 131 Possible injury crashes
 - 535 Property damage only crashes

Proposed Development

SITE LOCATION

Figure 1 shows the location for the development surrounding Micron in Lehi, Utah. The project is located on the north side of Timpanogos Highway and approximately two miles east of I-15 in Lehi, Utah.

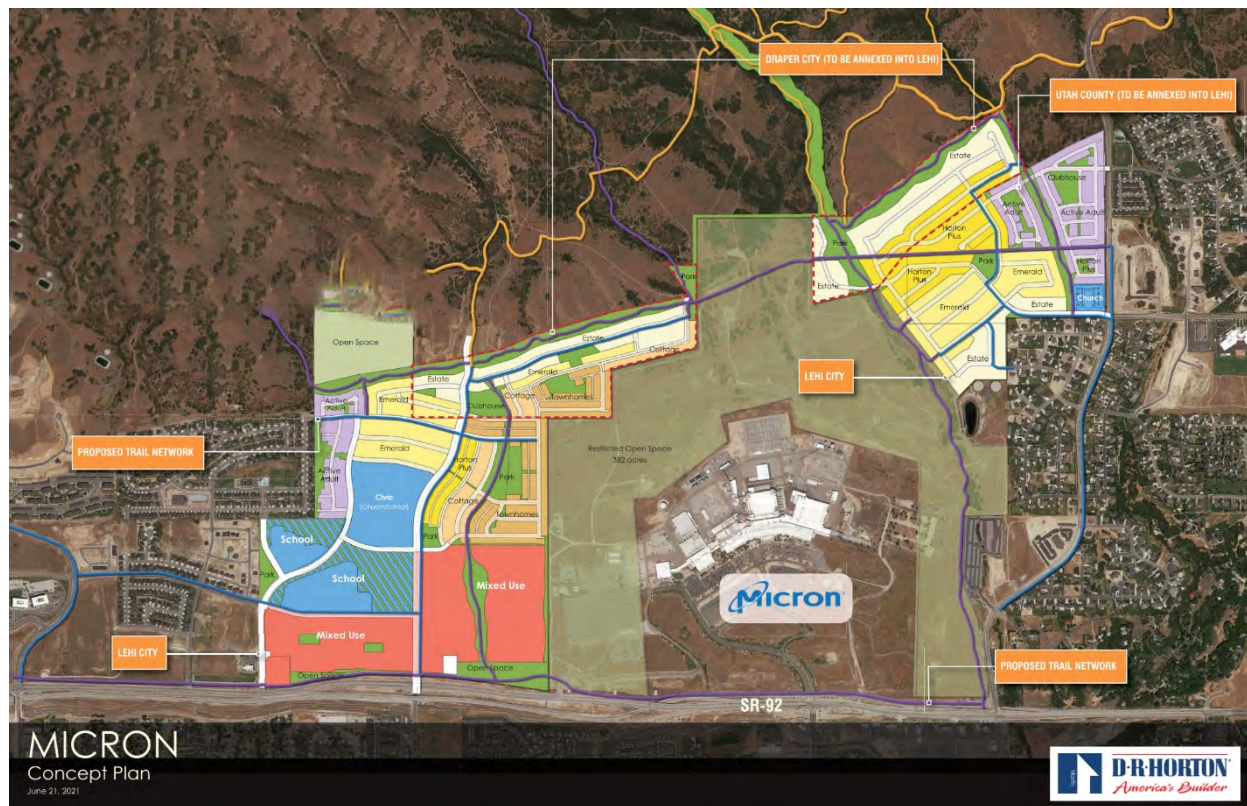
Figure 1: Project Location



SITE PLAN AND PREFERRED ACCESS

The proposed site will have three major accesses from SR-92. There are two accesses on the west side of Micron, at 500 West and Center Street. Highland Boulevard serves as an access on the east side of Micron. **Figure 2** shows the site plan for the development.

Figure 2: Site Plan



Study Area

STUDY AREA

The major streets potentially impacted by the Micron development is Timpanogos Highway (S.R. 92), 500 West, and Highland Boulevard. The functional classification map, seen in **Figure 3**, shows the functional classification of roadways surrounding the project area. The speed limits listed in the description are the currently posted speed limits.

Roadway Descriptions

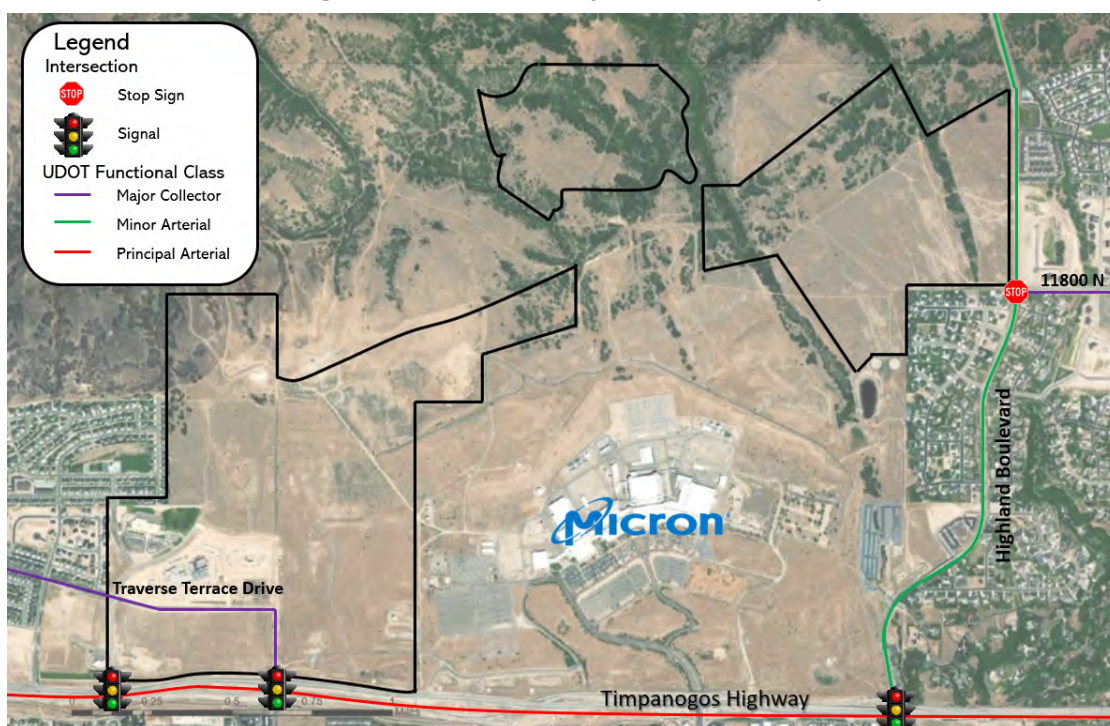
- Timpanogos Highway (S.R. 92): is a west/east running road classified as a primary arterial with a speed limit of 55 mph except for the section of the roadway east of 1000 East where the speed limit is 50 mph. This primary arterial is a four-lane roadway with two dedicated thru lanes for each direction separated by a center left turn lane. It has dedicated left and right turning lanes at intersections and is characterized by nearby one lane commuter lanes going both directions.
- Highland Boulevard: is a north/south running road classified as a minor arterial with a speed limit of 35 mph. This minor arterial is a two-lane roadway with one dedicated thru lane for each direction separated by a vegetated median. It has dedicated left turning lanes at intersections.
- 500 West: is a north/south running road classified as a collector with a speed limit of 30 mph. This collector is a four-lane roadway with two dedicated thru lanes for each direction separated by a center left turn lane.

Intersection Descriptions

- 500 West / SR-92: is a signalized High-T-intersection. The southbound lane geometry has one dedicated left-turn lane and one dedicated right-turn lane. The eastbound lane geometry has two dedicated thru lanes and one dedicated left-turn lane. The westbound lane geometry has two dedicated thru-lanes and a dedicated right-turn lane.
- 500 West / Traverse Terrace Drive: is a two-way stop-controlled intersection. The northbound and southbound lane geometries are the same with one dedicated left-turn lane, one dedicated thru lane, and a shared thru-right lane. The westbound and eastbound lane geometries are the same with one dedicated left-turn and a shared thru-right. The westbound and eastbound lanes are stop-controlled, while the northbound and southbound lanes are not.
- 500 West / Canyon Hills Road: is a T-intersection with Canyon Hills Road being stop-controlled at 500 West. The southbound lane geometry is a shared left-turn and one dedicated right-turn lane. The eastbound lane geometry has two dedicated thru lanes and one dedicated left-turn lane. The westbound lane geometry has one dedicated thru-lane and a shared thru-right.
- Canyon Hills Road / 4050 North: is a two-way stop-controlled intersection. The lane geometries of all approaches are shared left-thru-right. The eastbound and westbound lanes are stop-controlled, while the northbound and southbound lanes are not.
- Grant Boulevard / Highland Boulevard: is a T-intersection with Grant Boulevard being stop-controlled at Highland Boulevard. The northbound and westbound lane geometries are the same with a shared left-thru-right lane. The southbound lane geometry has one dedicate thru-lane and one dedicate left-turn lane.

- 11800 North / Highland Boulevard: is a T-intersection with 11800 North being stop-controlled at Highland Boulevard. The northbound and westbound lane geometries are the same with a shared left-thru-right lane. The southbound lane geometry has one dedicate thru-lane and one dedicate left-turn lane.
- Commuter Lane On-ramp / Highland Boulevard: The southbound lane geometry has two dedicated thru-lanes and one dedicated right-turn lane onto the westbound SR-92 commuter lane. The northbound lane geometry has two dedicated thru-lanes.
- Highland Boulevard / SR-92 is a signalized intersection. The southbound lane geometry has one dedicated left-turn lane, one dedicated thru lane, and a channelized right-turn lane. The northbound lane geometry has one dedicated left-turn lane, one dedicated thru lane, and one dedicated right-turn lane. The eastbound lane geometry has two dedicated left-turn lanes, three dedicated thru lanes, and one dedicated right-turn lanes. The westbound lane geometry has one dedicated left-turn lane, two dedicated thru lanes, and one dedicated right-turn lane.
- 1200 East / SR-92: is a signalized intersection. The northbound lane geometry has two dedicated left-turn lane, two dedicated thru lanes, and one dedicated right-turn lane. The southbound lane geometry has two dedicated left-turn lanes, two dedicated thru lanes, and one channelized right-turn lane. The eastbound lane geometry has two dedicated left-turn lanes, three dedicated thru lanes, and one dedicated right-turn lane. The westbound lane geometry has one dedicated left-turn lane, two dedicated thru lanes, and one dedicated right-turn lane.
- Center Street (8000 West) / SR-92: is a signalized intersection. The northbound lane geometry has two dedicated left-turn lanes and one right-turn lane. The eastbound lane geometry has two dedicated thru lanes and one right-turn lane. The westbound lane geometry has two dedicated left-turn lanes and two thru lanes.

Figure 3: UDOT Roadway Classification Map



Analysis of Existing Conditions

STUDY INTERSECTION LEVEL OF SERVICE

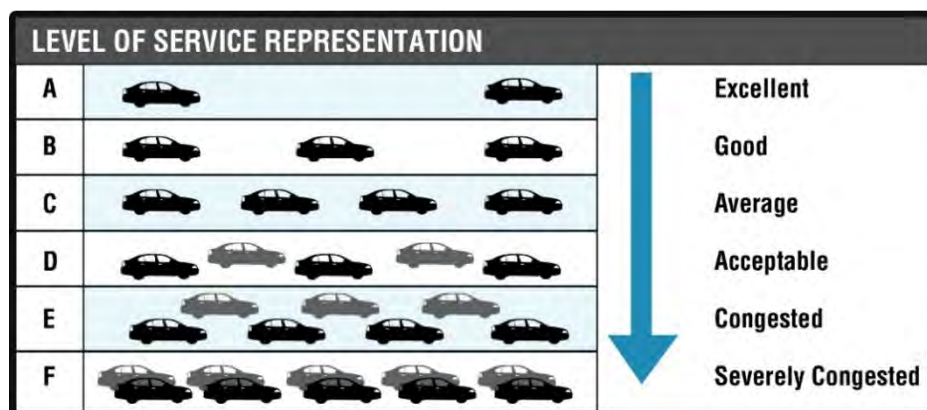
Level of Service (LOS) is a term used by the *Highway Capacity Manual* (HCM) to describe the traffic operations of an intersection, based on congestion and delay. It ranges from LOS A (almost no congestion or delays) to LOS F (traffic demand is above capacity and the intersection experiences long queues and delays). LOS C is generally considered acceptable for rural intersections, while LOS D is acceptable for urbanized intersections. LOS E is the threshold when the intersection reaches capacity. For two-way stop-controlled intersections, average intersection-wide delay and LOS are not defined by the HCM. **Table 1** summarizes LOS delay criteria for stop-controlled movements at unsignalized and signalized intersections. A visual representation of this is shown in **Figure 4**.

Table 1: Level of Service Criteria

Level of Service	Average Control Delay (sec/veh)	
	Signalized	Unsignalized
A	≤ 10	≤ 10
B	$> 10 - 20$	$> 10 - 15$
C	$> 20 - 35$	$> 15 - 25$
D	$> 35 - 55$	$> 25 - 35$
E	$> 55 - 80$	$> 35 - 50$
F	> 80	> 50

Source: Highway Capacity Manual (HCM) 6

Figure 4: LOS example.



EXISTING INTERSECTION OPERATIONS

Horrocks performed the AM and PM peak hour traffic counts for the study intersections in May 2021 and balanced the counts where needed. **Figure 5** and **Figure 6** show the balanced turnings movements. All study intersections perform at an acceptable LOS, as shown in **Table 2**. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 29.0 sec/veh in the AM and a LOS D and a delay of 48.5 sec/veh in the PM.

Table 2: Existing Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
Existing Peak Hour Conditions					
1	Highland Blvd & Grant Blvd	11.9	B	13.3	B
2	Highland Blvd & 11800 North	16.4	C	26.9	D
3	Highland Blvd & SR-92	22.1	C	32.0	C
4	1200 East & SR-92	29.0	C	48.5	D
5	Center St/8000 West & SR-92	18.5	B	20.4	C
6	SR-92 & 500 West	18.0	B	12.9	B
7	500 West & Traverse Terrace Drive	14.7	B	10.1	B
8	3900 North & Canyon Hills Rd	10.3	B	8.6	A
9	Canyon Hills Rd & 4050 North	18.8	C	9.1	A

Source: HCM Methodologies using Synchro Software

Control delay for unsignalized intersections shown for the worst approach only per the HCM.

CRASH DATA

Horrocks received crash data for SR-92 from the Utah Department of Public Safety website. There was a total of 736 total crashes on SR-92 in a 5-year span from 2016 to 2021. The highway experienced the following types of crashes:

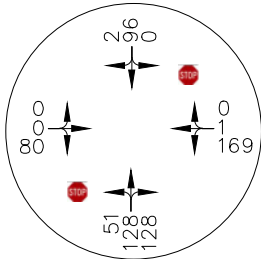
- Two fatal crashes
- 68 Suspected minor injury crashes
- 131 Possible injury crashes
- 535 No injury crashes

MITIGATIONS

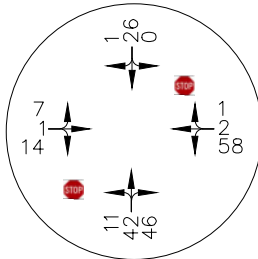
No recommended mitigation currently.



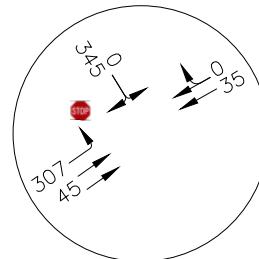
1 AM PEAK HOUR



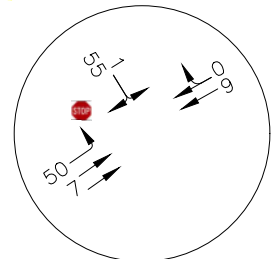
1 PM PEAK HOUR



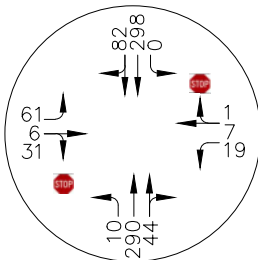
2 AM PEAK HOUR



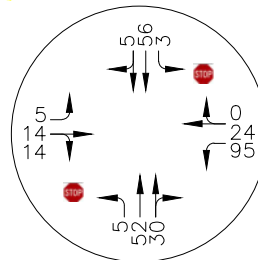
2 PM PEAK HOUR



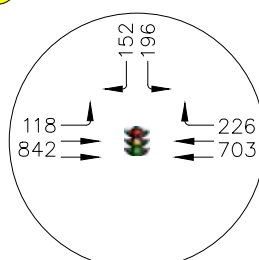
3 AM PEAK HOUR



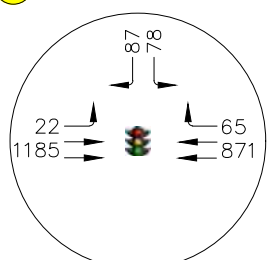
3 PM PEAK HOUR



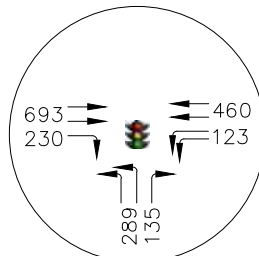
4 AM PEAK HOUR



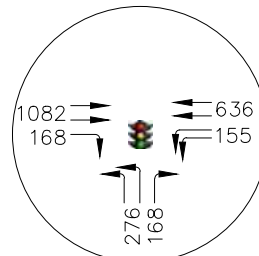
4 PM PEAK HOUR

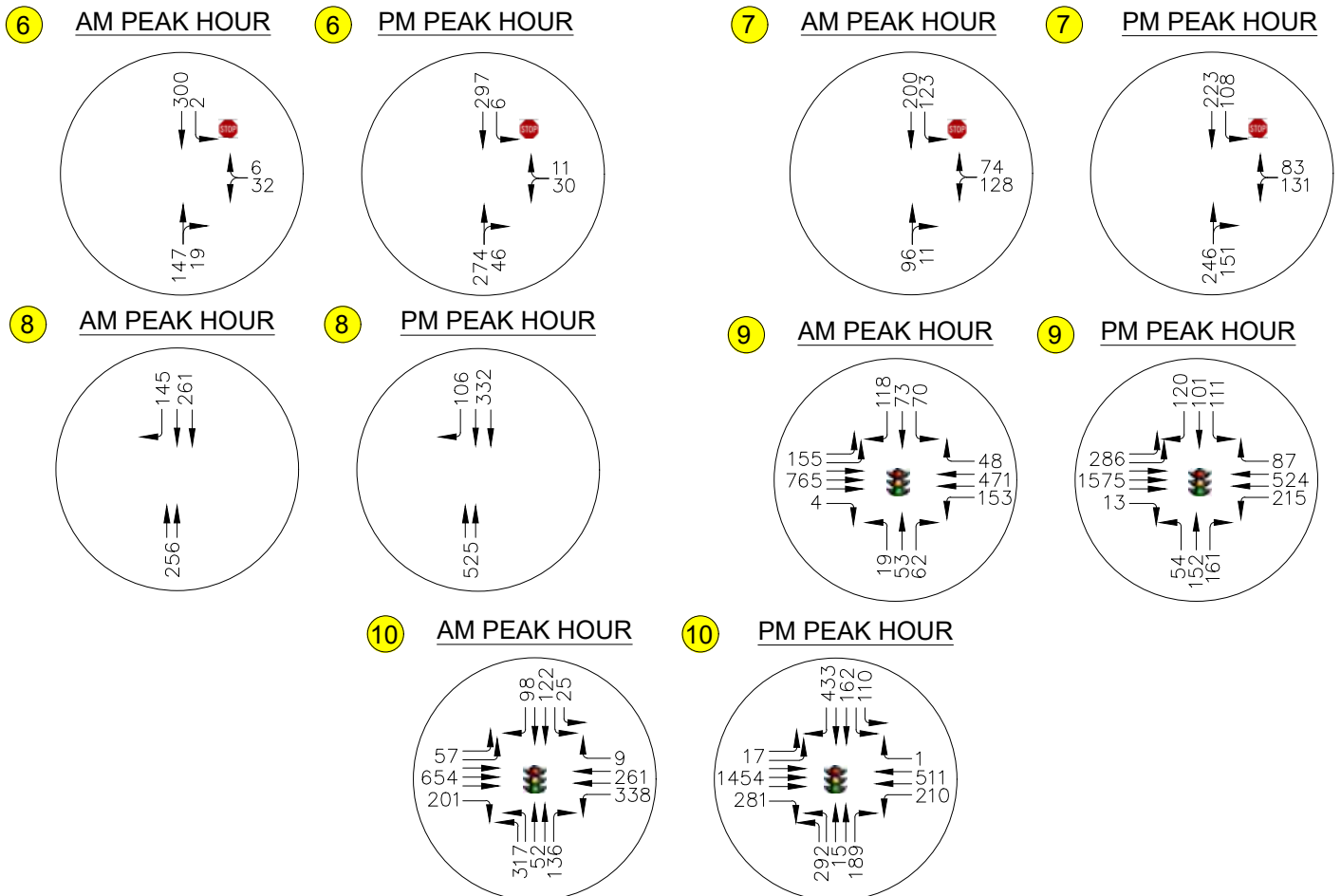


5 AM PEAK HOUR



5 PM PEAK HOUR





Analysis of 2026 Background Conditions

GROWTH RATES

For the 2026 background condition, Horrocks obtained historical traffic data from UDOT at locations surrounding the project. Using the UDOT historical traffic data, an annual background growth factor of 2% will be used for the analysis. The APPENDIX contains the traffic data used to determine the growth.

2026 BACKGROUND CONDITIONS

Existing traffic was grown by 2% annually to create a 2026 background traffic scenario, as shown in **Figure 7** and **Figure 8**. All study intersections perform at an acceptable LOS except for Highland Blvd & 11800 North. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 31.3 sec/veh in the AM and Highland Blvd & 11800 North with a LOS E and a delay of 39.7 sec/veh in the PM, as shown in **Table 3**.

Table 3: 2026 Background Peak Hour Conditions

Intersection Number	Intersection	AM Peak Hour			PM Peak Hour		
		Average Control Delay (sec/veh)	Difference from Existing	Level of Service	Average Control Delay (sec/veh)	Difference from Existing	Level of Service
2026 Background Peak Hour Conditions							
1	Highland Blvd & Grant Blvd	12.4	+0.5	B	14.3	+1.0	C
2	Highland Blvd & 11800 North	19.3	+5.5	C	39.7	+12.8	E
3	Highland Blvd & SR-92	23.9	+1.8	C	31.5	-0.6	C
4	1200 East & SR-92	31.3	+2.3	C	41.0	-6.7	D
5	Center St/8000 West & SR-92	19.0	+0.5	B	21.2	+0.6	C
6	SR-92 & 500 West	20.8	+2.8	C	12.3	+0.6	B
7	500 West & Traverse Terrace Drive	15.9	+1.2	C	10.4	+0.3	B
8	3900 North & Canyon Hills Rd	10.6	+0.3	B	8.6	+0.0	A
9	Canyon Hills Rd & 4050 North	22.5	+3.7	C	9.2	+0.1	A

Source: HCM Methodologies using Synchro Software

Control delay for unsignalized intersections shown for the worst approach only per the HCM.

MITIGATIONS

Highland Blvd & 11800 North

- Upgrade intersection from stop control to signal
- Modify westbound shared left/right to dedicated left and right.

With these mitigations, all intersections operate at an acceptable LOS, as shown in .

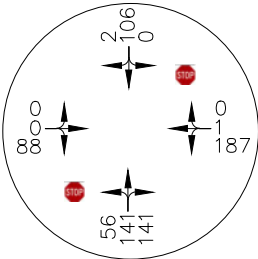
Table 4. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 28.6 sec/veh in the AM, and a LOS D with a delay of 41.0 sec/veh in the PM. Signal warrant report included in the APPENDIX. The red arrows in the figures below show the recommended mitigations.

Table 4: 2026 Background with Mitigation Peak Hour Conditions

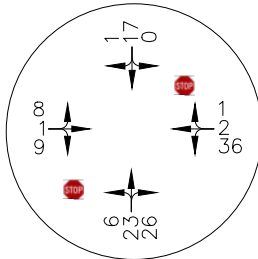
Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2026 Background with Mitigation Peak Hour Conditions					
1	Highland Blvd & Grant Blvd	12.4	B	14.3	B
2	Highland Blvd & 11800 North	7.3	A	7.9	A
3	Highland Blvd & SR-92	23.9	C	31.5	C
4	1200 East & SR-92	28.6	C	41.0	D
5	Center St/8000 West & SR-92	19.0	B	21.2	C
6	SR-92 & 500 West	20.8	C	12.3	B
7	500 West & Traverse Terrace Drive	15.9	C	10.4	B
8	3900 North & Canyon Hills Rd	10.6	B	8.6	A
9	Canyon Hills Rd & 4050 North	22.5	C	9.2	A



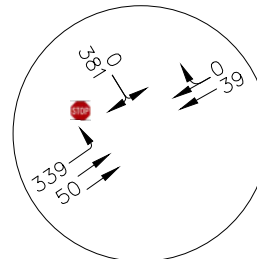
① AM PEAK HOUR



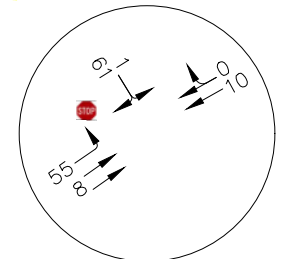
① PM PEAK HOUR



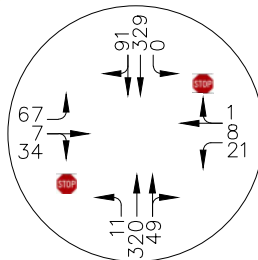
② AM PEAK HOUR



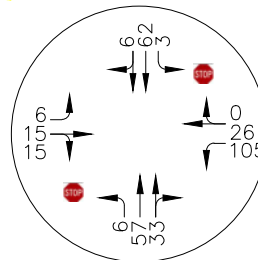
② PM PEAK HOUR



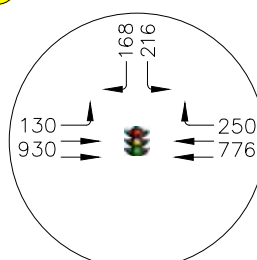
③ AM PEAK HOUR



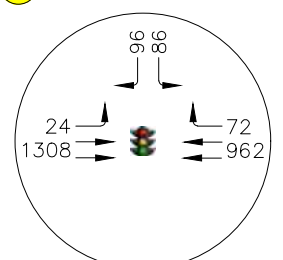
③ PM PEAK HOUR



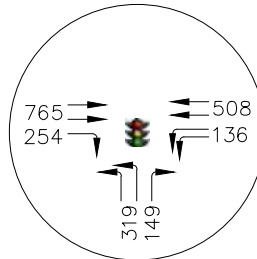
④ AM PEAK HOUR



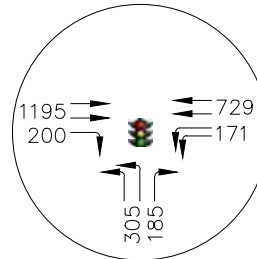
④ PM PEAK HOUR

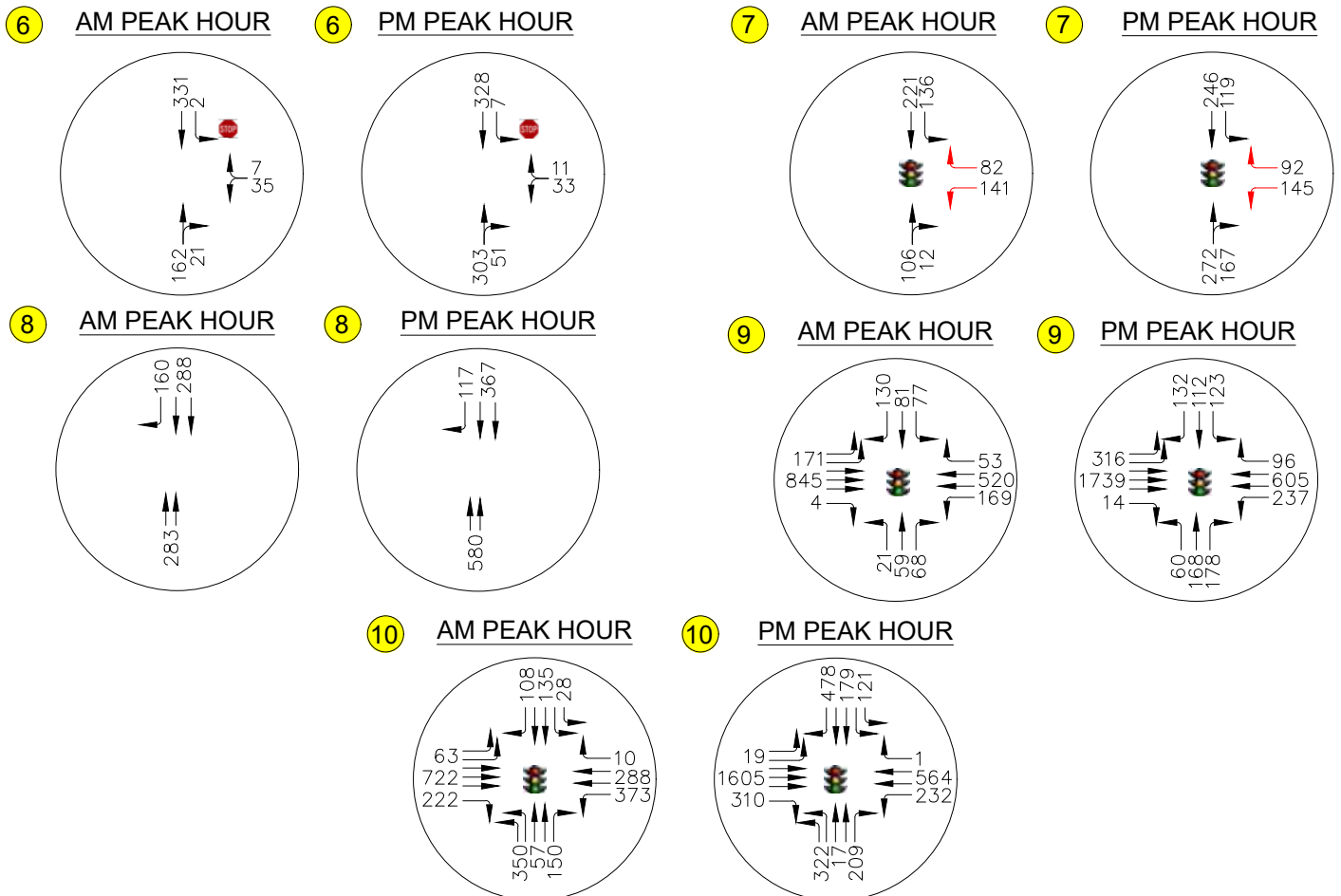


⑤ AM PEAK HOUR



⑤ PM PEAK HOUR





Project Traffic Volumes

Project traffic volumes were estimated and distributed using the industry-standard trip generation literature and using existing traffic counts and engineering judgment to distribute project traffic to the existing road network.

TRIP GENERATION

The trip generation was estimated using the *ITE Trip Generation Manual 10th Edition*. The following land use from the manual was used:

- *Single-Family Detached Housing (ITE 210)* – Single-family detached housing includes all single-family detached homes on individual lots. A typical site surveyed is a suburban subdivision.
- *Multifamily Housing (Mid-Rise) (ITE 221)* – Mid-rise multifamily housing includes apartments, townhomes, and condominiums located within the same building with at least three other dwelling units and that have between three and 10 levels (Floors). Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (Land Use 225), and mid-rise residential with 1st-floor commercial (Land Use 231) are related land uses.
- *Public Park (ITE 411)* – Public parks are owned and operated by a municipal, county, state, or federal agency. The parks surveyed vary widely as to location, type, and number of facilities, including boating or swimming facilities, beaches, hiking trails, ball fields, soccer fields, campsites, and picnic facilities. Seasonal use of the individual sites differs widely because of the varying facilities and local conditions, such as weather. For example, some of the sites are used primarily for boating or swimming; others are used for softball games. Soccer complex (Land Use 488) is a related use.
- *Elementary School (ITE 520)* – An elementary school typically serves students attending kindergarten through the fifth or sixth grade. Elementary schools are usually centrally located in residential communities to facilitate student access and have no student drivers. This land use consists of schools where bus service is usually provided to students living beyond a specified distance from the school. Both public and private elementary schools are included in this land use. Middle school/junior high school (Land Use 522), high school (Land Use 530), private school (K-8) (Land Use 534), private school (K-12) (Land Use 536), and charter elementary school (Land Use 537) are related uses.
- *Middle School/Junior High School (ITE 522)* – A middle or junior high school serves students who have completed elementary school and have not yet entered high school. Both public and private middle schools/junior high schools are included in this land use. Elementary school (Land Use 520), high school (Land Use 530), private school (K-8) (Land Use 534), private school (K-12) (Land Use 536), and charter elementary school (Land Use 537) are related uses.
- *Church (ITE 560)* – A church is a building in which public worship services are held. A church houses an assembly hall or sanctuary; it may also house meeting rooms, classrooms, and, occasionally, dining, catering, or party facilities. Synagogue (Land Use 561) and mosque (Land Use 562) are related uses.
- *Shopping Center (ITE 820)* – A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. A shopping center's

composition is related to its market area in terms of size, location, and type of store. A shopping center also provides on-site parking facilities sufficient to serve its own parking demands. Factory outlet center (Land Use 823) is a related use.

Based on the ITE methodology, the development within the study area is estimated to generate approximately 30,793 new external daily trips, with 2,541 trips, and 2,852 trips occurring during the AM peak and PM peak hours, respectively. The land use descriptions are on the previous page and copies of the ITE Trip Generation 10th Edition land use descriptions and rates used in this project are in the APPENDIX. **Table 5** contains a summary of the calculated trip generation for the project. **Figure 9** shows the location of the development zones.

TRIP DISTRIBUTION

The estimated new trips from the proposed development were distributed onto the roadway network based on the proposed site access locations, existing turning movements, traffic patterns, and proximity to major roadways, as shown in **Figure 10**. Horrocks used the origin/destination approach for this distribution. Horrocks used the collected traffic count data to distribute project trips to and from the project area. Horrocks assumed that all trips will be made by non-transit vehicles, so modal split was not necessary.

- 35% - West on SR-92
- 15% - South on Center Street
- 15% - South on 1200 East
- 30% - East on SR-92
- 5% - North on Highland Boulevard

Table 5: ITE Trip Generation

Micron TIS											
	Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
Zone 1	Multifamily Housing (Mid-Rise) (ITE 221)		$T=5.45(x)-1.75$	50%	50%	0.36	26%	74%	0.44	61%	39%
	Dwelling Units	225	1,225	612	612	81	21	60	99	60	39
	Shopping Center (ITE 820)		37.75	37.75	50%	50%	0.94	62%	3.81	48%	52%
	1000 Sq. Ft. GFA	50	3,752	1,876	1,876	47	29	18	325	156	169
	Total Internal Capture						5	3		19	45
	Total New Trips		4,977	2,488	2,488	128	45	75	424	197	163
Zone 2	Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
	Middle School/Junior High School (ITE 522)		20.17	50%	50%	6.73	55%	45%	3.33	45%	55%
	1000 Sq. Ft. GFA	117	2,360	1,180	1,180	787	433	354	390	175	214
	Total Internal Capture							4		0	11
	Total New Trips		2,360	1,180	1,180	787	429	351	390	165	208
Zone 3	Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
	Single-Family Detached Housing (ITE 210)		$\ln(T)=0.92\ln(x)+2.71$	50%	50%	$T=0.71(x)+4.80$	25%	75%	$\ln(T)=0.96\ln(x)+0.20$	63%	37%
	Dwelling Units	255	2,460	1,230	1,230	186	46	139	250	157	92
	Multifamily Housing (Mid-Rise) (ITE 221)		$T=5.45(x)-1.75$	50%	50%	0.36	26%	74%	0.44	61%	39%
	Dwelling Units	517	2,816	1,408	1,408	186	48	138	227	139	89
	Elementary School (ITE 520)		19.52	50%	50%	6.97	55%	45%	1.37	45%	55%
	1000 Sq. Ft. GFA	46	898	449	449	321	176	144	63	28	35
	Church (ITE 560)		6.95	50%	50%	$T=0.36(x)-0.74$	60%	40%	0.49	45%	55%
	1000 Sq. Ft. GFA	290	2,016	1,008	1,008	104	62	41	142	64	78
	Total Internal Capture						2	2		6	2
	Total New Trips		8,189	4,095	4,095	788	326	455	682	369	287
Zone 4	Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
	Single-Family Detached Housing (ITE 210)		$\ln(T)=0.92\ln(x)+2.71$	50%	50%	$T=0.71(x)+4.80$	25%	75%	$\ln(T)=0.96\ln(x)+0.20$	63%	37%
	Dwelling Units	258	2,487	1,243	1,243	188	47	141	252	159	93
	Multifamily Housing (Mid-Rise) (ITE 221)		$T=5.45(x)-1.75$	50%	50%	0.36	26%	74%	0.44	61%	39%
	Dwelling Units	324	1,764	882	882	117	30	86	143	87	56
	Public Park (ITE 411)		0.78	50%	50%	0.02	59%	41%	0.11	55%	45%
	Acres	4	91	45	46	0	0	0	0	0	0
	Total Internal Capture						1	2		10	3
	Total New Trips		4,342	2,171	2,171	305	77	225	395	231	145
Zone 5	Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
	Multifamily Housing (Mid-Rise) (ITE 221)		$T=5.45(x)-1.75$	50%	50%	0.36	26%	74%	0.44	61%	39%
	Dwelling Units	225	1,225	612	612	81	21	60	99	60	39
	Shopping Center (ITE 820)		37.75	50%	50%	0.94	62%	38%	3.81	48%	52%
	1000 Sq. Ft. GFA	50	3,752	1,876	1,876	47	29	18	325	156	169
	Total Internal Capture						5	3		19	45
	Total New Trips		4,977	2,488	2,488	128	45	75	424	197	163
Zone 6	Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
	Single-Family Detached Housing (ITE 210)		$\ln(T)=0.92\ln(x)+2.71$	50%	50%	$T=0.71(x)+4.80$	25%	75%	$\ln(T)=0.96\ln(x)+0.20$	63%	37%
	Dwelling Units	267	2,566	1,283	1,283	194	49	146	261	164	96
	Church (ITE 560)		6.95	50%	50%	$T=0.36(x)-0.74$	60%	40%	0.49	45%	55%
	1000 Sq. Ft. GFA	97	674	337	337	34	21	14	48	21	26
	Public Park (ITE 411)		0.78	50%	50%	0.02	59%	41%	0.11	55%	45%
	Acres	4	91	45	46	0	0	0	0	0	0
	Total Internal Capture						0	1		7	2
	Total New Trips		3,332	1,666	1,666	228	69	158	309	176	120
Zone 7	Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
	Multifamily Housing (Mid-Rise) (ITE 221)		$T=5.45(x)-1.75$	50%	50%	0.36	26%	74%	0.44	61%	39%
	Dwelling Units	226	1,230	615	615	81	21	60	99	61	39
	Single-Family Detached Housing (ITE 210)		$\ln(T)=0.92\ln(x)+2.71$	50%	50%	$T=0.71(x)+4.80$	25%	75%	$\ln(T)=0.96\ln(x)+0.20$	63%	37%
	Dwelling Units	127	1,296	648	648	95	24	71	128	81	47
	Public Park (ITE 411)		0.78	50%	50%	0.02	59%	41%	0.11	55%	45%
	Acres	5	92	46	46	0	0	0	1	0	0
	Total Internal Capture						0	1		5	2
	Total New Trips		2,617	1,309	1,309	176	45	130	228	133	84
Total Development Trips			30,793	15,396	15,397	2,541	1,034	1,469	2,852	1,468	1,169

Figure 9: Zone Map

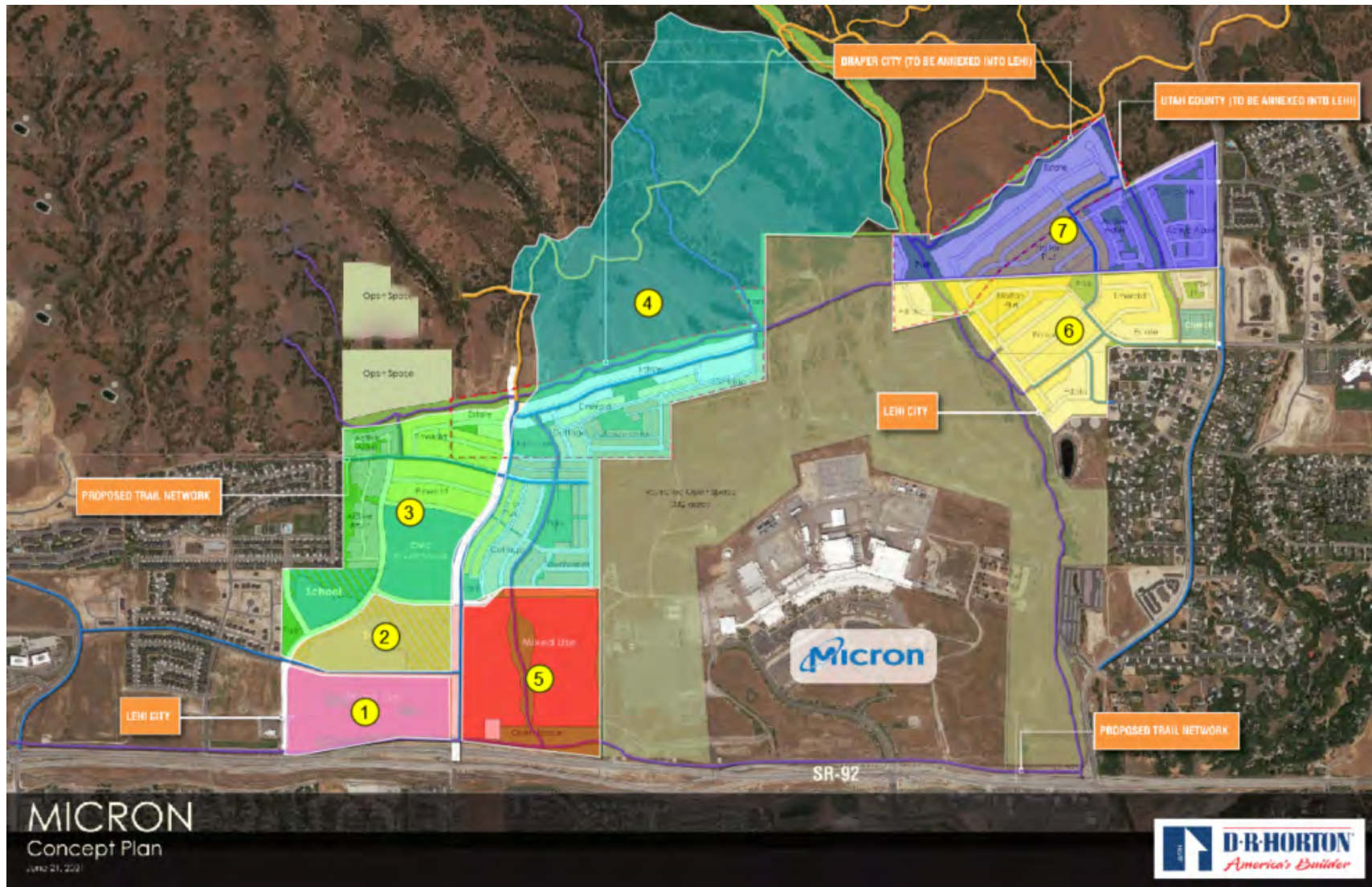
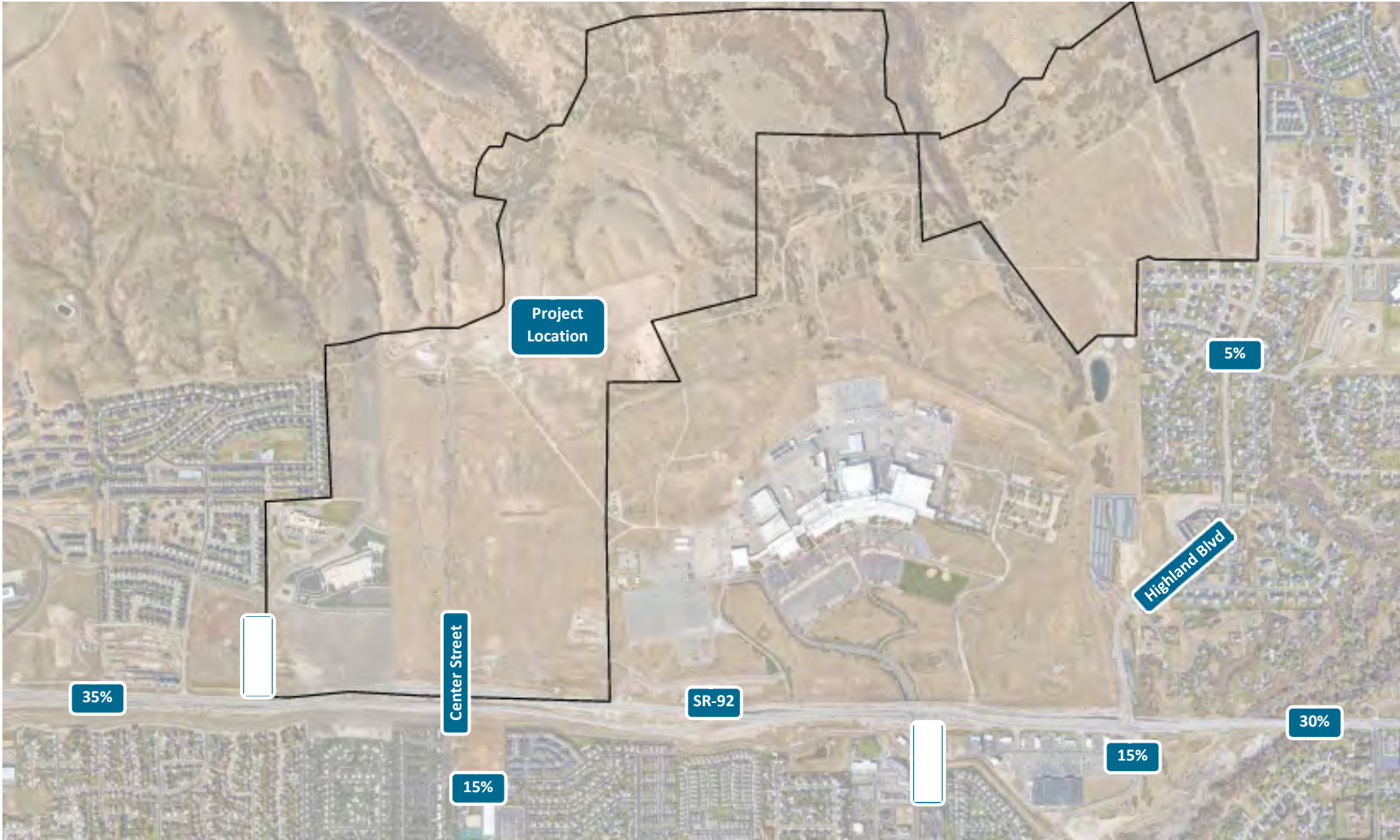




Figure 10: Trip Distribution



CENTER STREET & SR-92

The Center Street/8000 West & SR-92 intersection will have a new north leg (southbound approach) when the project is constructed. DR Horton is coordinating with UDOT in conjunction with LEI. The intersection is being constructed to handle a higher volume of traffic on all approaches in anticipation of higher future traffic volumes. This intersection will perform at an improved Level of Service than the minimum required due to these improvements done above and beyond what is required. The lane geometry for the new approach is two dedicated left-turn lanes, one dedicated thru lane, and one dedicated right-turn lane. The updated lane geometry for the existing approaches are as follows:

- Southbound Approach: Two dedicated left-turn lanes, a thru lane, and one shared thru-right lane.
- Eastbound Approach: Two dedicated left-turn and thru lanes, and one dedicated right-turn lane.
- Westbound Approach: Two dedicated left-turn and thru lanes, and one dedicated right-turn lane.
- Northbound Approach: Two dedicated left-turn lanes, a thru lane, and one shared thru-right lane.

Figure 11 shows the updated lane geometry for the intersection.

Figure 11: North Leg Geometry



Analysis of 2026 Background Plus Project Conditions

2026 BACKGROUND PLUS PROJECT CONDITIONS

Horrocks applied the project conditions from the proposed development with the annexation to the 2026 Background Conditions to create the 2026 Background plus Project conditions, as shown in **Figure 12** and **Figure 13**. Traffic generated by the project site is shown in **Figure 14** and **Figure 15**. All study intersections perform at an acceptable LOS. The study intersection with the highest delay is 1200 East & SR-92 with a LOS D and a delay of 52.2 sec/veh in the AM and Center St/8000 West & SR-92 with a LOS F with a delay of 53.5 sec/veh in the PM, as shown in **Table 6**. This scenario includes all previous mitigations.

Table 6: 2026 Background plus Project Peak Hour Conditions

Intersection Number	Intersection	AM Peak Hour			PM Peak Hour		
		Average Control Delay (sec/veh)	Difference from 2026 Background	Level of Service	Average Control Delay (sec/veh)	Difference from 2026 Background	Level of Service
2026 Background plus Project Peak Hour Conditions							
1	Highland Blvd & Grant Blvd	21.6	+9.2	C	30.7	+16.4	D
2	Highland Blvd & 11800 North	9.5	+2.2	A	13.3	+5.4	B
3	Highland Blvd & SR-92	33.6	+9.7	C	48.3	+16.8	D
4	1200 East & SR-92	52.2	+23.6	D	36.2	-4.8	D
5	Center St/8000 West & SR-92	41.7	+22.7	D	53.3	+32.1	D
6	SR-92 & 500 West	40.3	+19.5	D	27.9	+15.6	C
7	500 West & Traverse Terrace Drive	34.5	+18.6	D	17.3	+6.9	B
8	3900 North & Canyon Hills Rd	13.4	+2.8	B	9.2	+0.6	A
9	Canyon Hills Rd & 4050 North	17.1	-5.4	C	10.4	+1.2	B

Source: HCM Methodologies using Synchro Software

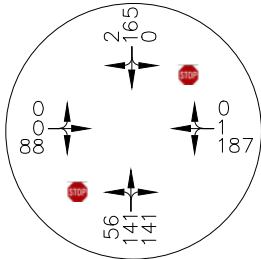
Control delay for unsignalized intersections shown for the worst approach only per the HCM.

MITIGATIONS

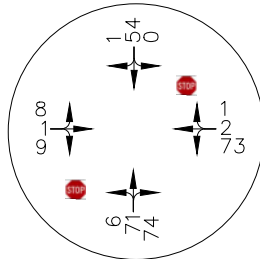
No recommended mitigation currently.



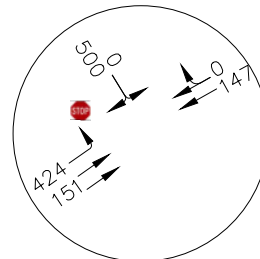
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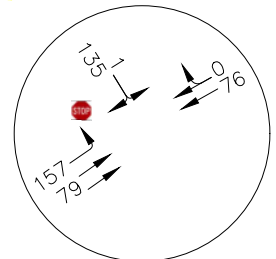
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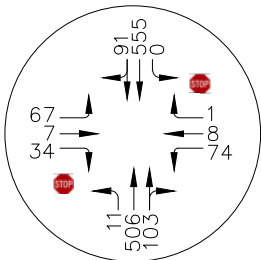
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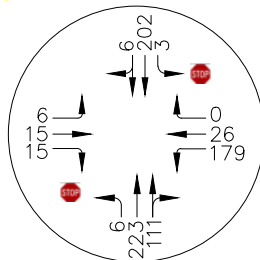
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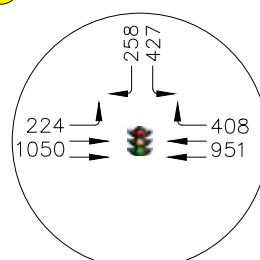
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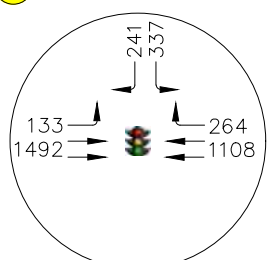
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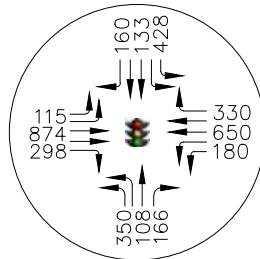
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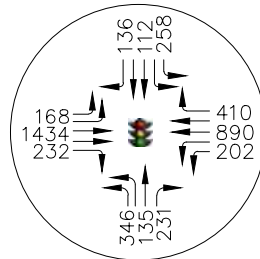
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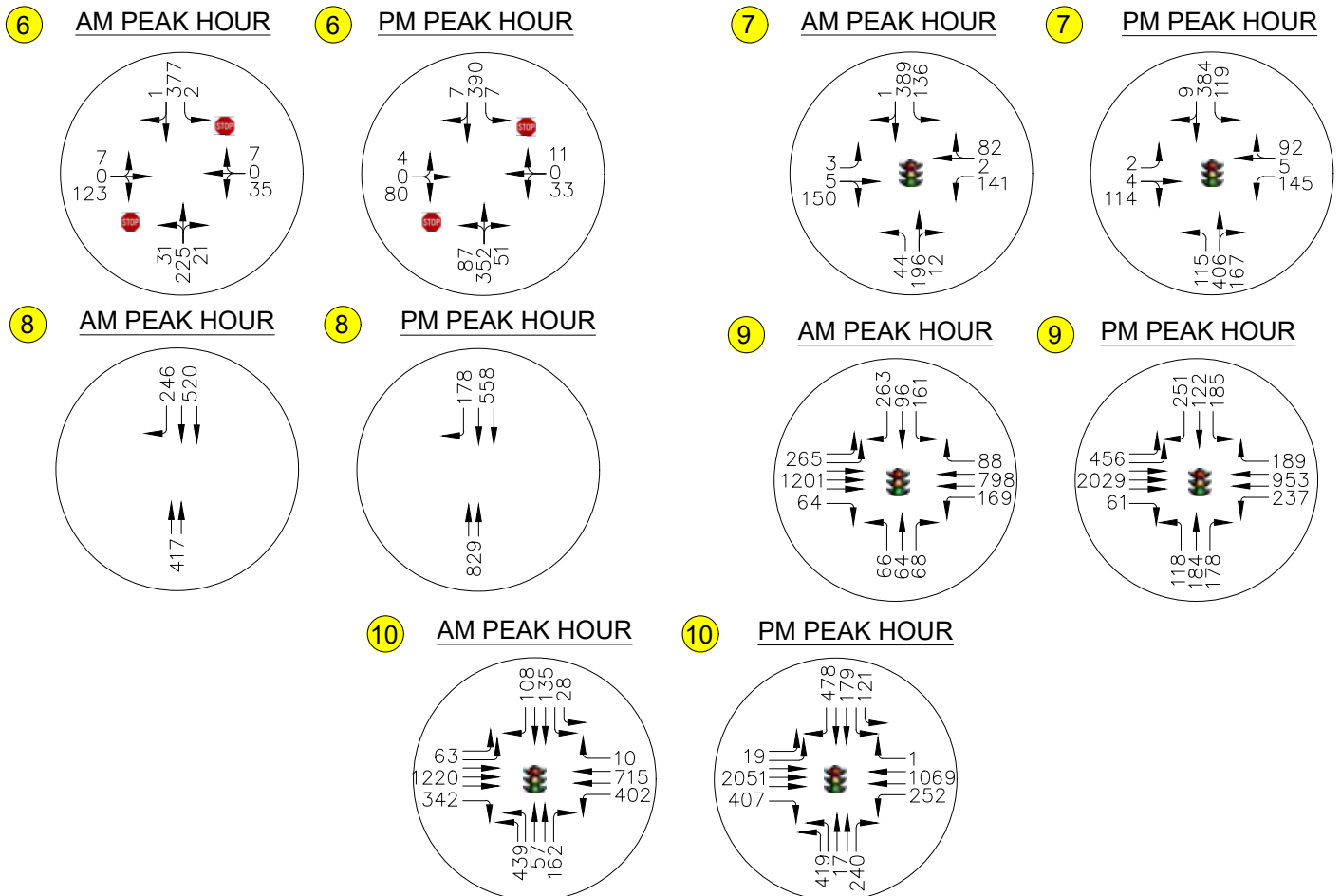


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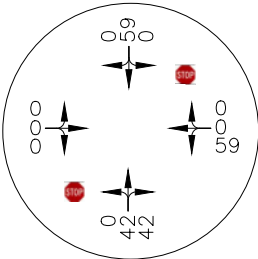
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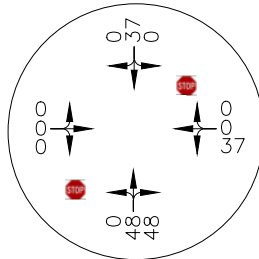




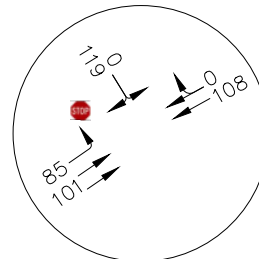
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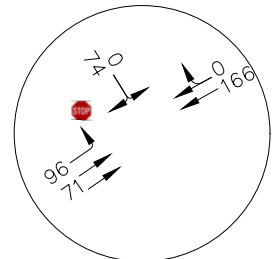
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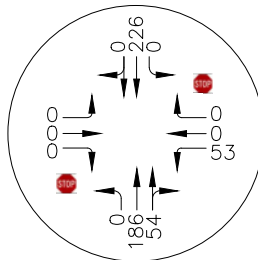
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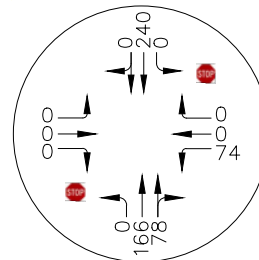
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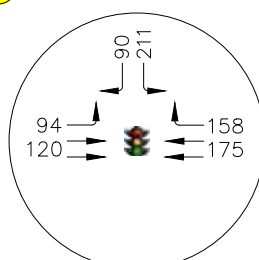
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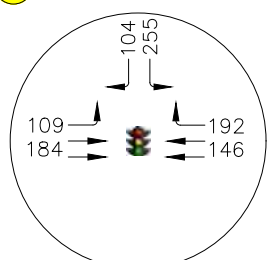
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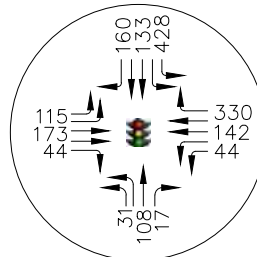
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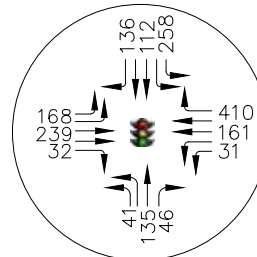
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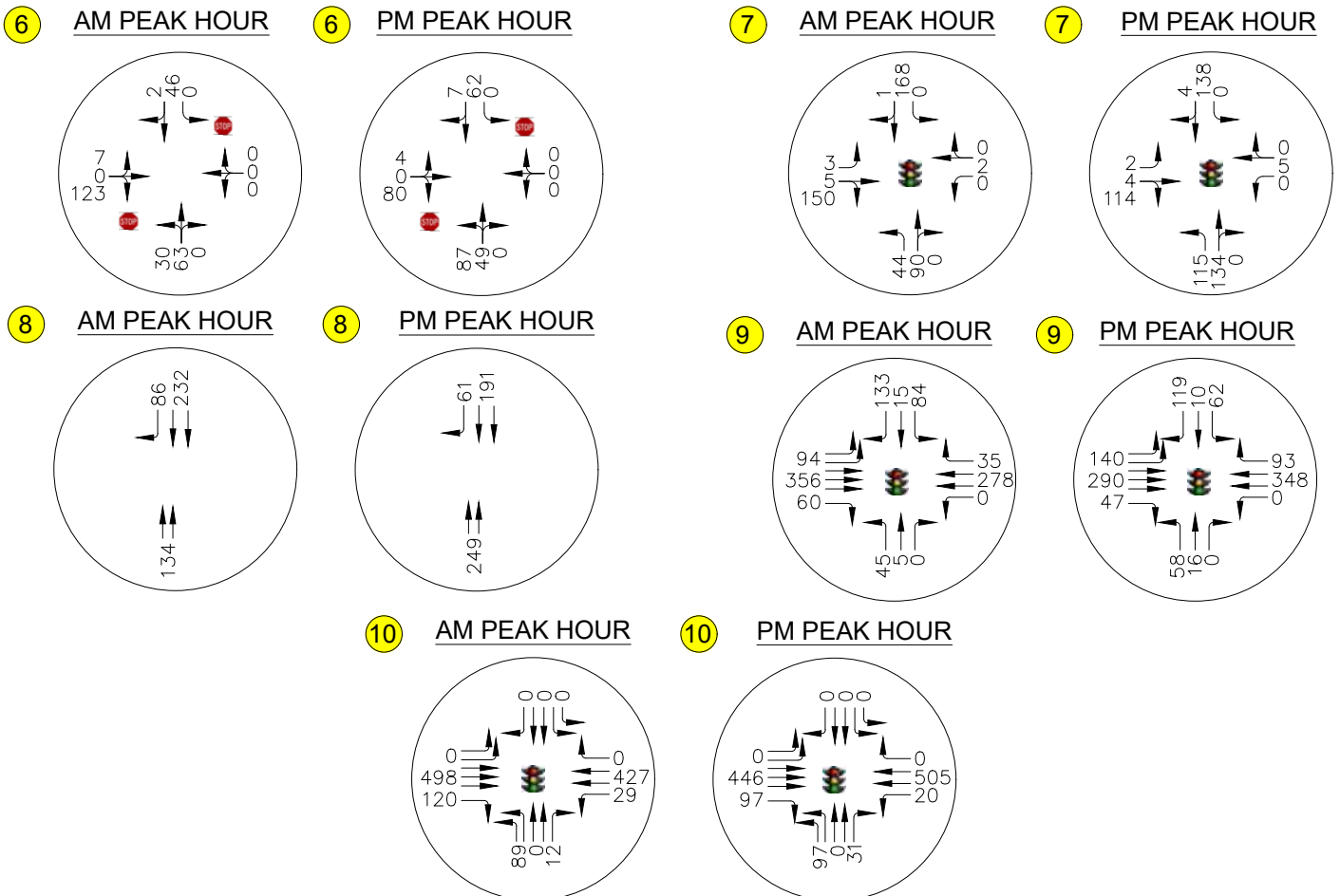


⑤ AM PEAK HOUR



⑤ PM PEAK HOUR





Analysis of 2050 Background Conditions

2050 VOLUME PROJECTION

For the 2050 background condition, Horrocks used the Regional Travel Demand Model (TDM) for the area to obtain the 2050 volumes, as shown in **Figure 16** and **Figure 17**. The APPENDIX contains the traffic data used to determine the growth.

Regional Travel Demand Model (TDM)

MAG is the designated Metropolitan Planning Organization (MPO) for Summit, Utah, and Wasatch counties in Utah. MAG works in partnership with UDOT, Utah Transit Authority (UTA), local governments, and other stakeholders to develop long-range transportation plans for the communities within their jurisdictions. As part of its transportation planning work, MAG, in collaboration with the Wasatch Front Regional Council (WFRC), maintains a regional Travel Demand Model (TDM) for its jurisdictional area (currently version 8.3.1). References to “the model” in this report refer to the scripts and data maintained by MAG/WFRC, not to the Cube software.

The TDM is a state-of-the-practice tool that allows transportation analysts to input various land use and growth scenarios for different road and transit networks to forecast the expected traffic for each scenario. At its core, the TDM uses the common four-step modeling process, which consists of trip generation, trip distribution, mode split, and trip assignment.

Specific inputs to the TDM include socioeconomic forecasts and transportation system data. The socioeconomic data includes population, households, employment, and average household income. Household data is further classified by household size (one person to 6+ persons), number of workers (0 to 3+ persons), and income quartiles. Employment data is classified into 12 categories that include subcategories for retail, industrial, and office. Public school enrollment is classified into elementary, middle, and high school. Special trip generation tables are included for colleges, the Salt Lake City International Airport, and Lagoon. Transportation system data include both roadway and transit networks. The roadway network includes freeways, arterial routes, and collector routes. The transit network includes commuter rail, light rail, bus rapid transit, express bus routes, and many local bus routes. New to version 8 of the model is a freight component that estimates truck traffic. Bicycle and pedestrian trips are tracked internally by the model, but do not have any specific inputs.

The geographical area of the TDM is split into individual Traffic Analysis Zones (TAZs), which in turn hold the socioeconomic source data. The model uses the information in each TAZ for trip generation, trip distribution, and mode split. Trips generated by each TAZ are loaded onto the roadway network using special links called centroid connectors. The model then uses the roadway network in an iterative process to assign routes for each trip destination.

MAG TransPlan50 is the RTP using 2030, 2040, and 2050 for the timeline of Phase 1, Phase 2, and Phase 3 projects, respectively. The TDM has roadway and transit networks associated with each of these phases. This study uses these networks as the assumed base conditions depending on the year being analyzed.

INTERSECTION OPERATIONS

All study intersections perform at an acceptable LOS except Highland Blvd & Grant Blvd. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 32.4 sec/veh in the AM and Highland Blvd & Grant Blvd with a LOS F with a delay of 43.5 sec/veh in the PM, as shown in Table 7.

Table 7: 2050 Background Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour			PM Peak Hour		
		Average Control Delay (sec/veh)	Difference from 2026 Background plus Mitigation	Level of Service	Average Control Delay (sec/veh)	Difference from 2026 Background plus Mitigation	Level of Service
2050 Background Peak Hour Conditions							
1	Highland Blvd & Grant Blvd	16.0	+3.6	C	43.5	+29.2	F
2	Highland Blvd & 11800 North	8.6	+1.3	A	15.2	+7.3	B
3	Highland Blvd & SR-92	27.1	+3.2	C	46.9	+15.4	D
4	1200 East & SR-92	32.4	+3.8	C	40.1	+0.9	D
5	Center St/8000 West & SR-92	19.0	+0.0	B	30.7	+9.5	C
6	SR-92 & 500 West	12.2	-8.6	B	25.9	+13.6	C
7	500 West & Traverse Terrace Drive	10.1	-5.8	B	13.8	+3.4	D
8	3900 North & Canyon Hills Rd	8.9	-1.7	A	9.3	+0.7	A
9	Canyon Hills Rd & 4050 North	10.0	-12.5	B	10.9	+1.7	B

Source: HCM Methodologies using Synchro Software

Control delay for unsignalized intersections shown for the worst approach only per the HCM.

MITIGATIONS

Highland Blvd & Grant Blvd

- Upgrade intersection from stop-control to signalized

Horrocks did not perform a signal warrant analysis on the intersection of Highland Blvd & Grant Blvd. Horrocks recommends this intersection's stop-control upgrade to a signal based on the unacceptable LOS occurring in the 2050 Background conditions. A signal warrant analysis should be performed as the years draw closer to 2050.

With this mitigation all intersections operate at an acceptable LOS, as shown in **Table 8**. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 32.4 sec/veh in the AM and Highland Blvd & SR-92 with a LOS D with a delay of 46.9 sec/veh in the PM. The red arrows in figures below show the recommended mitigations.

Table 8: 2050 Background plus Mitigations Peak Hour Conditions

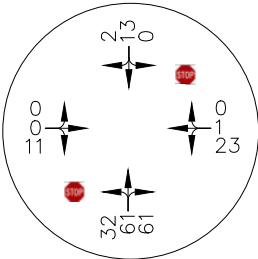
Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2050 Background plus Mitigations Peak Hour Conditions					
1	Highland Blvd & Grant Blvd	5.7	A	5.9	A
2	Highland Blvd & 11800 North	8.6	A	15.2	B
3	Highland Blvd & SR-92	27.1	C	46.9	D
4	1200 East & SR-92	32.4	C	40.1	D
5	Center St/8000 West & SR-92	19.0	B	30.7	C
6	SR-92 & 500 West	12.2	B	25.9	C
7	500 West & Traverse Terrace Drive	10.1	B	13.8	B
8	3900 North & Canyon Hills Rd	8.9	A	9.3	A
9	Canyon Hills Rd & 4050 North	10.0	B	10.9	B

Source: HCM Methodologies using Synchro Software

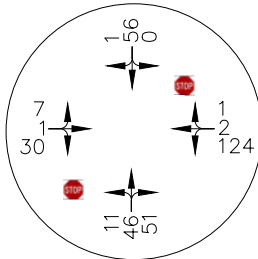
Control delay for unsignalized intersections shown for the worst approach only per the HCM.



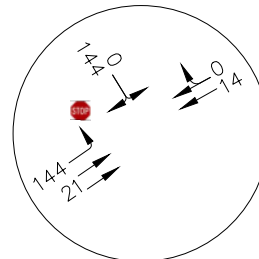
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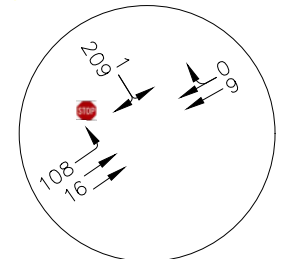
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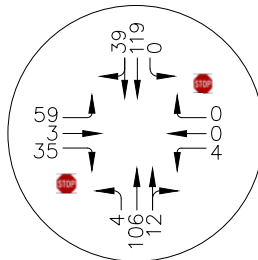
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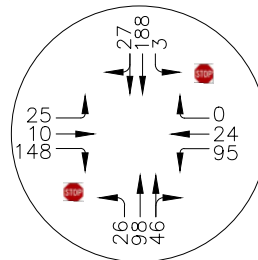
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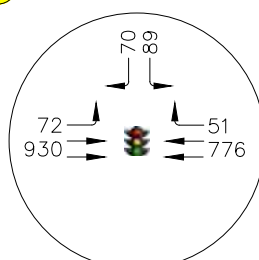
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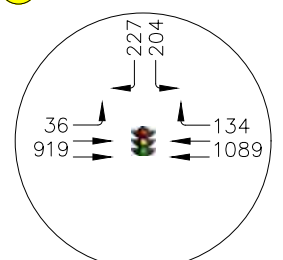
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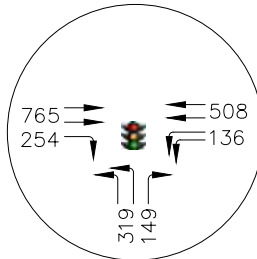
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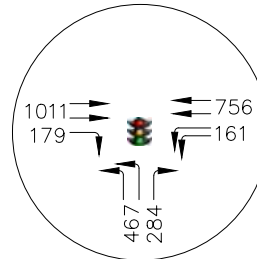
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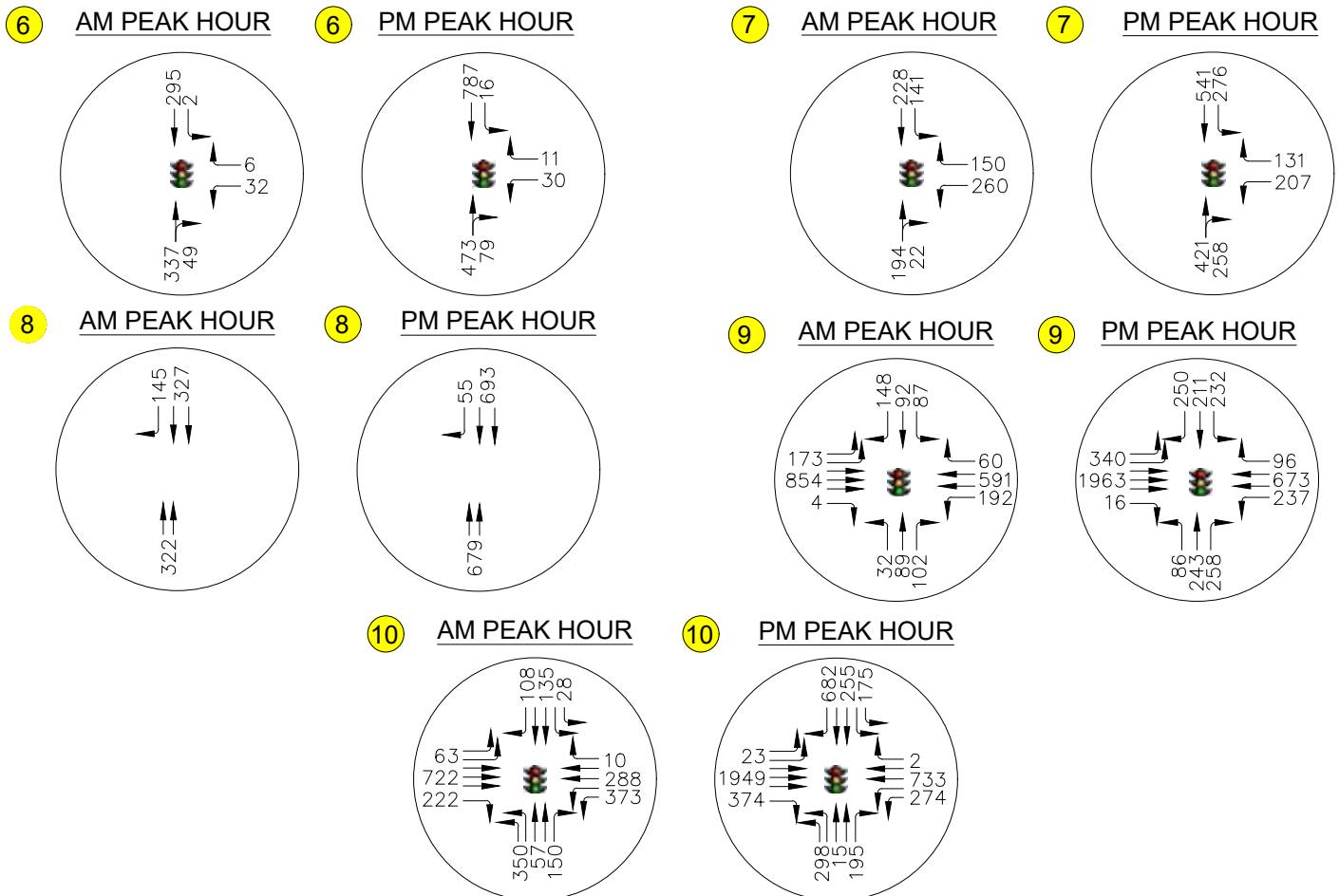


⑤ AM PEAK HOUR



⑤ PM PEAK HOUR





Analysis of 2050 Background plus Project Conditions

INTERSECTION OPERATIONS

Horrocks applied the project conditions from the proposed development with the annexation to the 2050 Background Conditions to create the 2050 Background plus Project, as shown in **Figure 18** and **Figure 19**. All study intersections perform at an acceptable LOS except for Highland Blvd & SR-92, 500 West & Traverse Terrace Drive, and Center St/8000 West & SR-92, as shown in **Table 9**. The study intersections with the highest delay are 1200 East & SR-92 with a LOS D and a delay of 52.2 sec/veh in the AM and 500 West & Traverse Terrace Drive with a LOS E and a delay of 88.1 sec/veh in the PM. This scenario includes all previous mitigations.

Table 9: 2050 Background plus Project Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour			PM Peak Hour		
		Average Control Delay (sec/veh)	Difference from 2050 Background Mitigation	Level of Service	Average Control Delay (sec/veh)	Difference from 2050 Background Mitigation	Level of Service
2050 Background plus Project Peak Hour Conditions							
1	Highland Blvd & Grant Blvd	21.6	+15.9	C	7.3	+0.0	A
2	Highland Blvd & 11800 North	9.5	+0.9	A	14.5	+0.7	B
3	Highland Blvd & SR-92	33.6	+6.5	C	88.1	+41.2	F
4	1200 East & SR-92	52.2	+19.8	D	39.0	+1.1	D
5	Center St/8000 West & SR-92	42.4	+23.4	D	54.1	+23.4	D
6	SR-92 & 500 West	40.3	+28.1	D	36.8	+10.9	D
7	500 West & Traverse Terrace Drive	30.5	+20.4	D	34.5	+20.7	C
8	3900 North & Canyon Hills Rd	13.4	+4.5	B	10.4	+1.1	B
9	Canyon Hills Rd & 4050 North	27.0	+17.0	D	13.7	+2.8	C

Source: HCM Methodologies using Synchro Software

Control delay for unsignalized intersections shown for the worst approach only per the HCM.

MITIGATIONS

500 West & Traverse Terrace Drive

- Upgrade intersection from stop-control to signalized

Horrocks did not perform a signal warrant analysis on the intersection of 500 West & Traverse Terrace Drive. Horrocks recommends this intersection's stop-control upgrade to a signal based on the unacceptable LOS occurring in the 2050 Background plus Project conditions. A signal warrant analysis should be performed as the years draw closer to 2050.

Highland Blvd & SR-92

- Add additional westbound left-turn lane
- Add additional southbound left-turn lane
- Add additional northbound thru lane for a total of 2 lanes

With these mitigations, all intersections operate at an acceptable LOS, as shown in **Table 10**. The study intersections with the highest delay are 1200 East & SR-92 with a LOS D and a delay 52.2 sec/veh in the AM and Center St/8000 West & SR-92 with a LOS D with a delay of 50.0 sec/veh in the PM. This scenario includes all previous mitigations. The red arrows in figures below show the recommended mitigations.

Table 10: 2050 Background plus Project with Mitigations Peak Hour Conditions

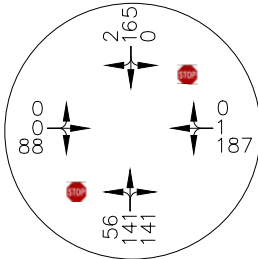
Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2050 Background plus Project with Mitigations Peak Hour Conditions					
1	Highland Blvd & Grant Blvd	21.6	C	8.8	A
2	Highland Blvd & 11800 North	9.5	A	19.8	B
3	Highland Blvd & SR-92	31.9	C	50.0	D
4	1200 East & SR-92	52.2	D	40.4	D
5	Center St/8000 West & SR-92	42.4	D	46.3	D
6	SR-92 & 500 West	40.3	D	34.0	C
7	500 West & Traverse Terrace Drive	6.7	A	8.7	A
8	3900 North & Canyon Hills Rd	13.4	B	10.4	B
9	Canyon Hills Rd & 4050 North	27.0	D	13.7	B

Source: HCM Methodologies using Synchro Software

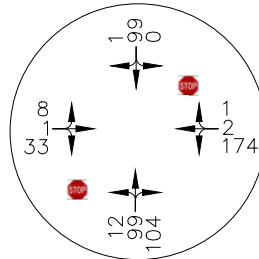
Control delay for unsignalized intersections shown for the worst approach only per the HCM.



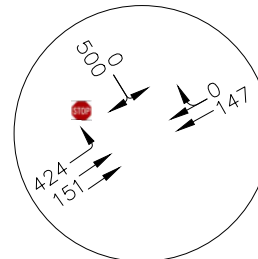
1 AM PEAK HOUR



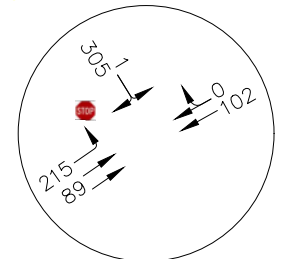
1 PM PEAK HOUR



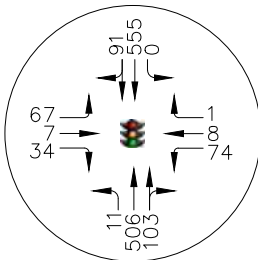
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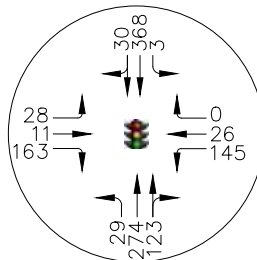
2 PM PEAK HOUR



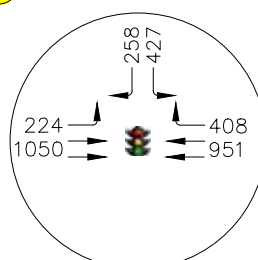
3 AM PEAK HOUR



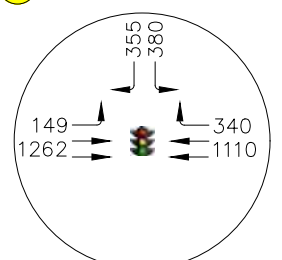
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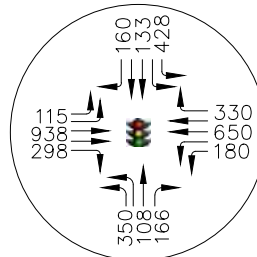
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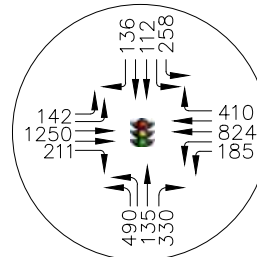
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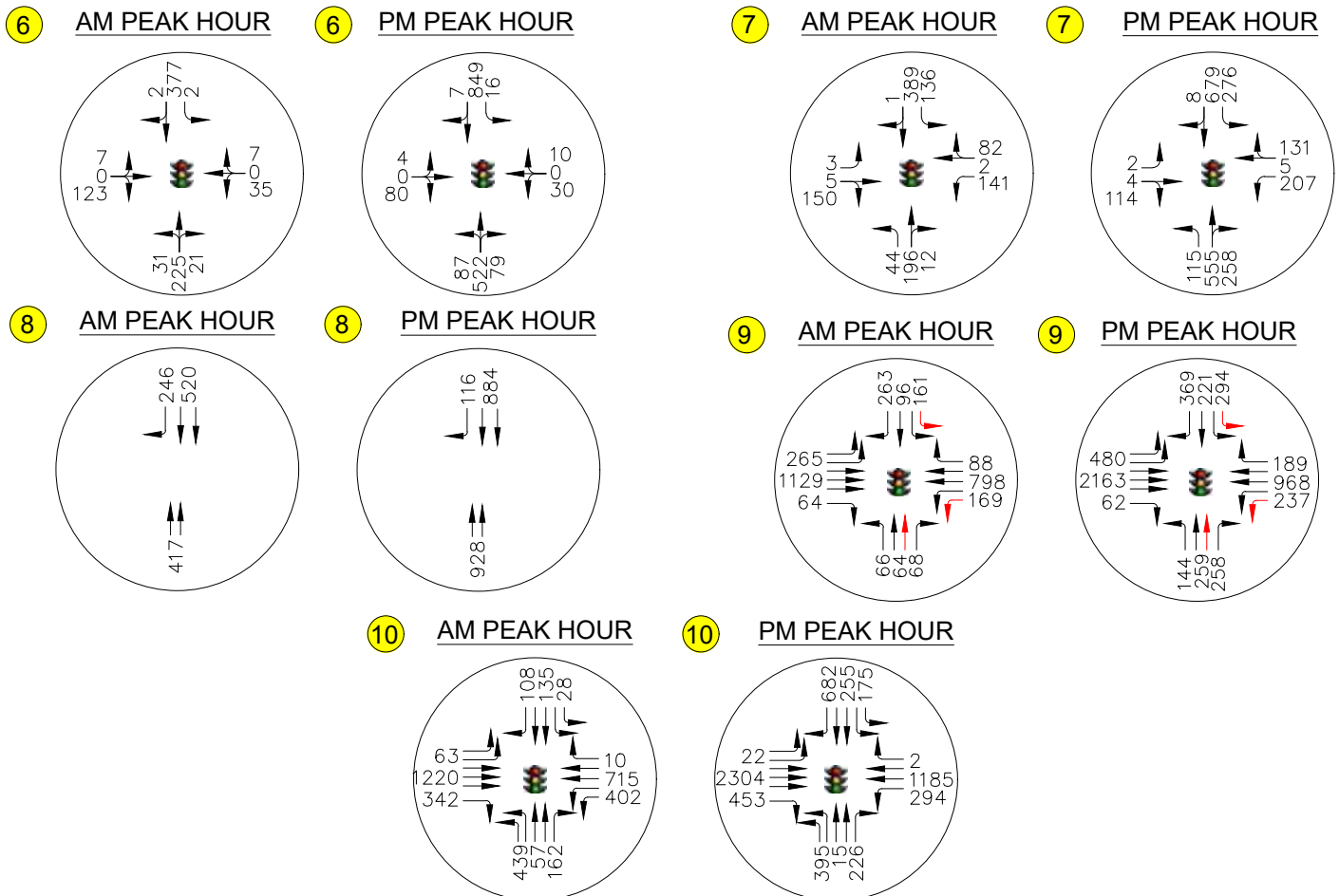


5 AM PEAK HOUR



5 PM PEAK HOUR





CONCLUSIONS AND RECOMMENDATIONS

1. **Existing Conditions:** - All study intersections operate at an acceptable LOS. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 29.0 sec/veh in the AM and a LOS D and a delay of 48.6 sec/veh in the PM. No recommended mitigations currently.
2. **2026 Background Conditions:** - Traffic volumes were projected over five-years from 2021 to 2026 by adding a 10% growth rate to existing traffic conditions. This 10% growth rate (or 2% per year) was generated using UDOT's historic AADT counts. All study intersections perform at an acceptable LOS except for Highland Blvd & 11800 North. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 31.3 sec/veh in the AM and Highland Blvd & 11800 North with a LOS E and a delay of 39.7 sec/veh in the PM.

Recommended Mitigations:

- Highland Blvd & 11800 North
 - Upgrade intersection from stop control to signal
 - Modify westbound shared left/right to dedicated left and right.

After mitigations, all study intersections operate at an acceptable LOS. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 28.6 sec/veh in the AM, and a LOS D with a delay of 41.0 sec/veh in the PM. No recommended mitigations currently.

3. **Project Trip Generation:** - Horrocks estimates the proposed development to generate approximately 30,793 new external daily trips with 2,541 during the AM peak and 2,852 during the PM peak, respectively.
4. **2026 Background plus Project Conditions:** - Horrocks added project traffic to the 2026 Background conditions to create 2026 Background plus Project Conditions. All study intersections perform at an acceptable LOS. The study intersection with the highest delay is 1200 East & SR-92 with a LOS D and a delay of 52.2 sec/veh in the AM and Center St/8000 West & SR-92 with a LOS D with a delay of 53.5 sec/veh in the PM. This scenario includes all previous mitigations. No recommended mitigations currently.
5. **2050 Background Conditions:** - Traffic volumes were projected over thirty-years from 2021 to 2050 using the Travel Demand Model for the area. All study intersections perform at an acceptable LOS except Highland Blvd & Grant Blvd. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 32.4 sec/veh in the AM and Highland Blvd & Grant Blvd with a LOS F with a delay of 43.5 sec/veh in the PM. This scenario includes all previous mitigations.

Recommended Mitigations:

- Highland Blvd & Grant Blvd
 - Upgrade intersection from stop-control to signalized

After mitigations, all study intersections operate at an acceptable LOS. The study intersections with the highest delay are 1200 East & SR-92 with a LOS C and a delay of 32.4 sec/veh in the AM and Highland Blvd & SR-92 with a LOS D with a delay of 44.9 sec/veh in the PM. This scenario includes all previous mitigations. No recommended mitigations currently.

6. 2050 Background plus Project conditions: - Horrocks added project traffic to 2050 Background conditions to create 2050 Background plus Project Conditions. All study intersections perform at an acceptable LOS except for Highland Blvd & SR-92 and 500 West & Traverse Terrace Drive. The study intersections with the highest delay are 1200 East & SR-92 with a LOS D and a delay of 52.2 sec/veh in the AM and 500 West & Traverse Terrace Drive with a LOS E and a delay of 247.6 sec/veh in the PM. This scenario includes all previous mitigations.

Recommended Mitigations:

- 500 West & Traverse Terrace Drive
 - o Upgrade intersection from stop-control to signalized
- Highland Blvd & SR-92
 - o Add additional westbound left-turn lane
 - o Add additional southbound left-turn lane
 - o Add additional thru lane for a total of 2 lanes

With these mitigations, all intersections operate at an acceptable LOS. The study intersections with the highest delay are 1200 East & SR-92 with a LOS D and a delay 52.2 sec/veh in the AM and Center St/8000 West & SR-92 with a LOS D with a delay of 54.8 sec/veh in the PM. This scenario includes all previous mitigations. No recommended mitigations currently.

7. Safety History: - There was a total of 736 crashes on SR-2 from 2016 through 2021. The types of vehicle crashes are as follows:
- Two fatal crashes
 - 68 Suspected minor injury crashes
 - 131 Possible injury crashes
 - 535 Property damage only crashes



CITY COUNCIL AGENDA REPORT

ITEM #6b

DATE: February 6, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, City Engineer/Public Works Director
SUBJECT: Cedar Hollow Holdings Property on 6800 West near 10050 North
TYPE: Land Use (Legislative)

PURPOSE:

The City Council will discuss a request by Cedar Hollow Holdings to allow a portion of their property to de-annex from Highland City and annex to Lehi City and provide feedback to Cedar Hollow Holdings.

STAFF RECOMMENDATION:

Staff is not opposed to the applicants request provided an interlocal agreement is signed with Lehi City and Cedar Hollow to ensure that final subdivision plans are in conformity with an agreed upon layout. All Highland City lots will need to comply with Highland City development code and the parkway detail will need to be constructed along 6800 West frontage. Staff supports the plan alternative showing a roadway connection to 6800 West at 10050 North.

PRIOR COUNCIL DIRECTION:

The Council has not recently discussed this item.

BACKGROUND:

Cedar Hollow Holdings has approached the City and requested that the City allow a portion of their property to Lehi City. The property is bordered on the south and west by Lehi City. The property is entirely within Highland City, except for a small portion shown with a cul-de-sac on the southerly boundary.

The proposed boundary adjustments are shown on the concept plans provided.

FISCAL IMPACT:

Not applicable at this juncture.

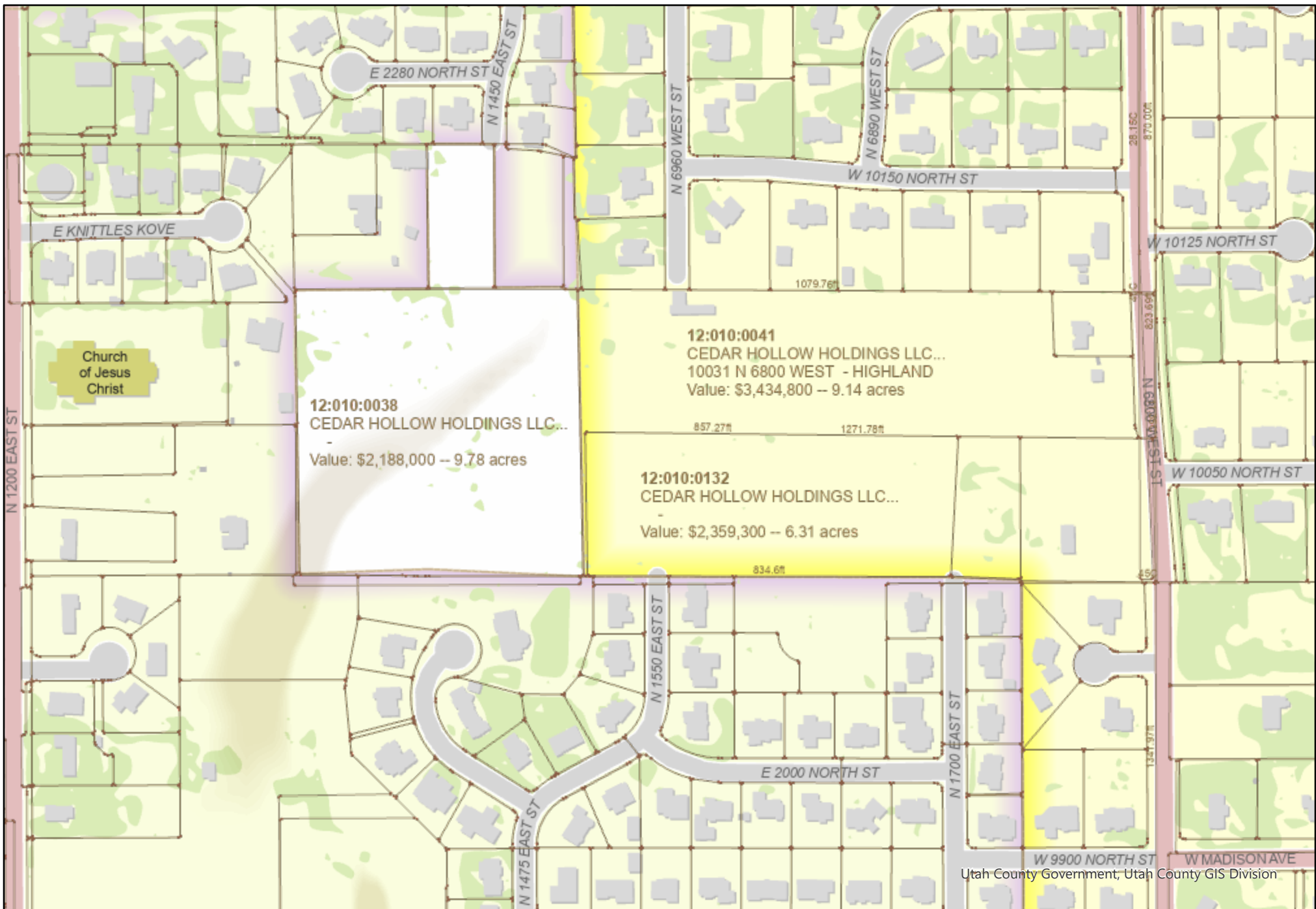
MOTION:

Not applicable for discussion items.

ATTACHMENTS:

1. Utah County Parcel Map 02.01.2024
2. Utah County Parcel Map with Image 02.01.2024

3. Concept 1
4. Concept 2
5. Concept 2 with Image



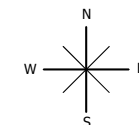
Utah County Parcel Map

Parcel Map

1 inch equals 376.2 feet

Date: 2/1/2024

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.

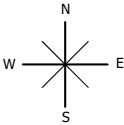




Utah County Parcel Map

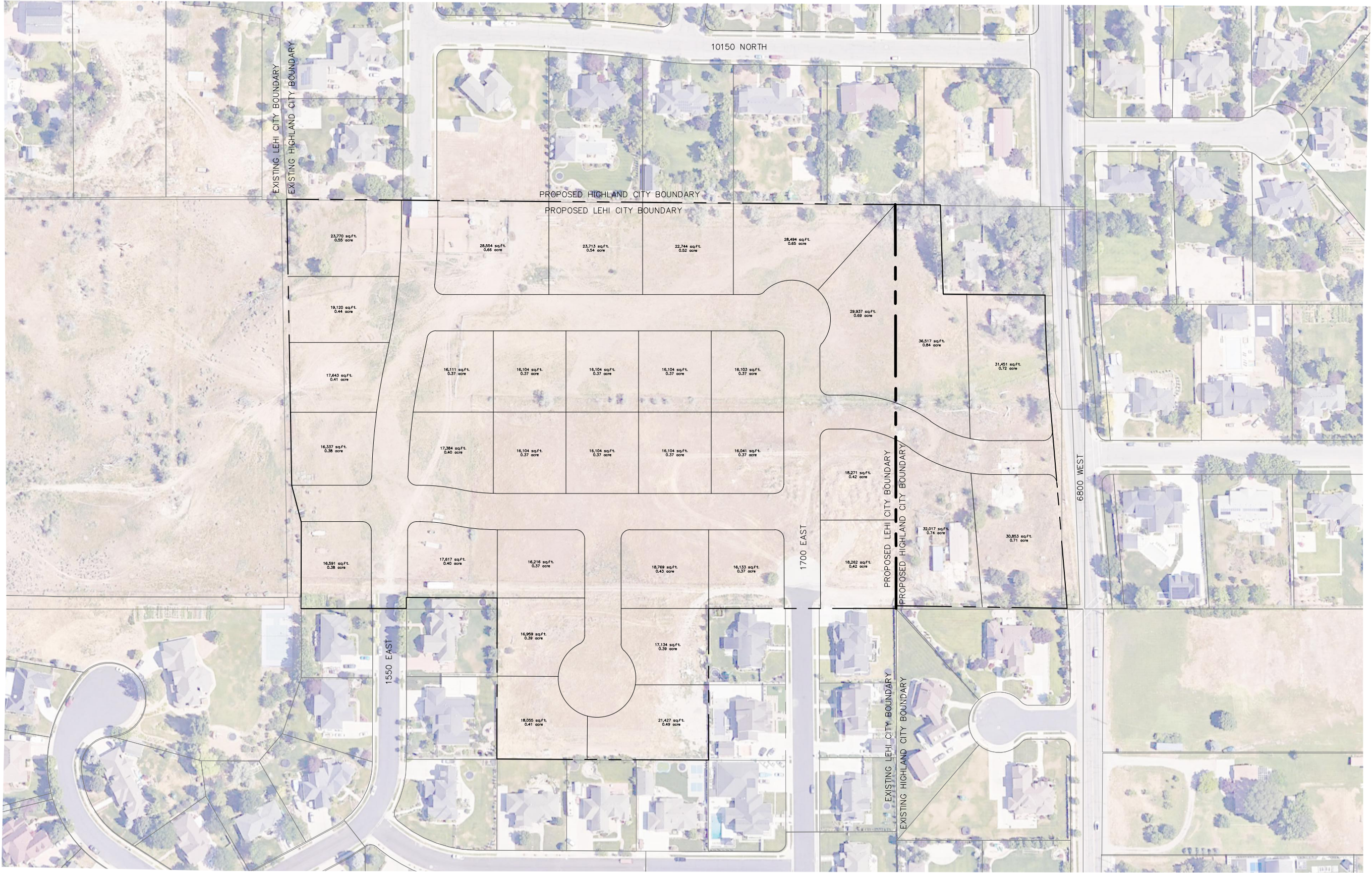
Parcel Map

1 inch equals 376.2 feet
 Date: 2/1/2024
 This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.





REVISIONS				DESIGNED BY: TGT DRAWN BY: TT CHECK BY: TGT DATE: 01/03/24 COGD FILE:	TRANE ENGINEERING, P.C. CONSULTING ENGINEERS AND LAND SURVEYORS 27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544	LEHI, UTAH	CEDAR HOLLOW	A RESIDENTIAL SUBDIVISION	CONCEPT PLAN	1
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DATE:	01/03/24
CGD FILE:	

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

LEHI, UTAH

CEDAR HOLLOW
A RESIDENTIAL SUBDIVISION

CONCEPT PLAN

1