



HIGHLAND CITY COUNCIL AGENDA

TUESDAY, NOVEMBER 12, 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

4:00 PM SITE TOUR

Highland Family Park & Parks Maintenance Building

7:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Kim Rodela

Pledge of Allegiance: Brittney P. Bills

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. PRESENTATIONS

a. Highland Farmer's Market

Heather Heras will provide a brief review of the 2024 Highland Farmer's Market.

3. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion.

Items on the consent agenda may be pulled for separate consideration.

a. Approval of Meeting Minutes *General City Management*

Stephannie Cottle, City Recorder

October 1, 2024

4. ACTION ITEMS

a. PUBLIC HEARING/ORDINANCE: Amendment to PD Zone to Remove Commercial Requirement *Land Use (Legislative)*

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider amending the City's Planned Development (PD) zone requirements to remove the requirement to include commercial uses within a PD.

b. ORDINANCE: Cross Connection Control Authority Statement *Municipal Code Update (Legislative)*

Chris Trusty, City Engineer/Public Works Director

The City Council will consider the implementation of a Cross Connection Control Authority Statement as an ordinance in Highland City. This ordinance aims to protect our public water supply by preventing contamination through cross-connections. Under this ordinance, property owners would be required to install, maintain, and regularly test backflow prevention devices to safeguard our drinking water.

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. **RESOLUTION: Interlocal Agreement with Cedar Hills - Building Inspection Services** *General City Management*
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will consider a proposed interlocal agreement with Cedar Hills City to provide mutual aid in providing building inspection services.
- b. **ORDINANCE: Smith Annexation Ordinance Update** *Land Use (Legislative)*
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will consider adopting a revised ordinance approving the annexation of the Smith property and consenting to the mutual Lehi-Highland boundary

6. DISCUSSION ITEMS

Items in this section are for discussion and direction to staff only. No final action will be taken.

- a. **Fire Station Driveway Bid** *General City Management*
Chris Trusty, City Engineer/Public Works Director
The City Council will consider Fire Station driveway and parking lot improvements.
- b. **Fire Sprinklers For Homes Over 10,000 sq ft** *Municipal Code Update (Legislative)*
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will give direction on whether to require fire sprinklers in certain single-family residential homes.
- c. **Sewer Rate Increase** *General City Management*
David Mortensen, Finance Director
The City Council will consider options for sewer rate increases in response to increases previously made and additional increases that are expected to be made to Timpanogos Special Service District (TSSD) rates by the TSSD Board.

7. COMMUNICATION ITEMS

Communication items are informational only. No final action will be taken.

- a. **Alpine Highway Fence** *Jay Baughman, Assistant City Administrator/Community Development Director*
- b. **Election Update** *Stephannie Cottle, City Recorder, Rob Patterson, City Attorney/Planning & Zoning Administrator*
- c. **2025 Meeting Schedule** *Stephannie Cottle, City Recorder*
- d. **Citizen Survey Update** *Jay Baughman, Assistant City Administrator/Community Development Director*

8. CLOSED MEETING

The City Council may recess to convene in a closed meeting 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 7th day of November, 2024

Stephannie Cottle, CMC, UCC
City Recorder

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



HIGHLAND CITY COUNCIL MINUTES

Tuesday, October 1, 2024

Waiting Formal Approval

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

7:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Brittney P. Bills

Pledge of Allegiance: Mayor Kurt Ostler

The meeting was called to order by Mayor Kurt Ostler as a regular session at 7:00 pm. The meeting agenda was posted on the Utah State Public Meeting Website at least 24 hours prior to the meeting. The prayer was offered by Council Member Brittney P. Bills and those in attendance were led in the Pledge of Allegiance by Mayor Kurt Ostler.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS:

Brittney P. Bills	Present
Ron Campbell	Present
Doug Cortney	Present
Kim Rodela	Present
Scott L. Smith	Present

CITY STAFF PRESENT: City Administrator Erin Wells, Assistant City Administrator/Community Development Director Jay Baughman, City Attorney/Planning & Zoning Administrator Rob Patterson, City Recorder Stephannie Cottle, Finance Director David Mortensen, Assistant Public Works Director Jeff Murdoch, Communications Specialist Brooklyn Wild

OTHERS PRESENT: Jon Hart, Liz Hart, Wesley Warren, Landon Waldvogel and family, Lieutenant Jamey Brooks, Officer Austin Williams and family, Officer Dakota Kinser and family, Corey Freeze

1. UNSCHEDULED PUBLIC APPEARANCES

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

Liz Rice stated she has reviewed documents the Council will be considering approval of tonight and she spoke with the City Attorney about one matter that is not addressed by a land use chart and the Development Code. She believes that when any developer comes back to the City for an adjustment to something that has already been approved, that matter should be presented to the City Council for approval and the developer should be charged to cover the costs associated with processing the change. She referred to this type of situation as a 'bait and switch' program and if the developer is only required to appear before the Planning Commission, the City

Council may not be aware of what is happening. She read the following statement for inclusion in the record of the meeting: “I think it is only fair that the people of Highland get to see the difference between what Highland was promised with Highland Mains, and what the developer is now doing and what the project will finally look like. My understanding is that it is different, and I would very much like to see the difference.”

Corey Freeze stated he has been working with Highland City staff on a public property issue; he has spoken with City Administrator Wells about potentially applying for an exception to the Development Code to reach a solution for his property in the Ridgeview Development, which abuts the park-and-ride lot in Highland Glen. He is seeking permission to install a gate in his fence between his property and the public property and he believes there has been a precedent set for this type of issue. He will continue to work with staff and submit an application to the City, which he hopes will eventually be presented to the Council for consideration.

2. PRESENTATIONS

a. Chief's Citation Award *Brian Gwilliam, Police Chief*

This item was moved to a later point in the meeting to give Police personnel additional time to arrive at the meeting.

The matter was revisited at 7:26 p.m.

In Chief Gwilliam's absence, Lieutenant Jamey Brooks, reported on an incident that occurred on August 8, 2024 around midnight. Officer Williams noticed a speeding vehicle on Canal Boulevard and when he attempted to track it, he found it had left the road and struck a tree. The accident was so severe he believed the driver would be deceased, but when he approached the car, he could hear cries coming from the vehicle. He sprang into action and called for assistance. Officer Kinser, police officers from American Fork and a good Samaritan, Landon Waldvogel, were able to rescue the driver from the vehicle. Lieutenant Brooks played the dash camera footage from Officer William's car as well as the body cam footage from one of the American Fork officers.

Lieutenant Jamey Brooks presented Landon Waldvogel with the Chief's Citation Award. Mayor Ostler presented Highland Hero certificates to Landon Waldvogel, Officer Austin Williams, and Officer Dakota Kinser.

b. Timpanogos Special Service District Fees Update *General City Management* *Erin Wells, City Administrator*

Brian Braithwaite, the City's representative on the Timpanogos Special Service District (TSSD) used the aid of an excel spreadsheet to illustrate the proposed impact fee changes intended to aid in repaying debt that will be issued to fund future TSSD capital projects. Current residents will not experience any sort of fee increase; the impact fees will be assessed on new homes/businesses in the community. He engaged in high level discussion with the Council regarding the scope and purpose of the capital projects, future potential impact fee increases, and other funding sources available to the TSSD.

Mr. Braithwaite then reported on proposed increases to monthly sewer rates, which will be presented to the Council for consideration during their October 15 work session meeting. City Administrator Wells stated the detailed proposal has been provided to Administration and will be publicly presented to the Mayor and Council during the work session referenced by Mr. Braithwaite.

3. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion.

Items on the consent agenda may be pulled for separate consideration.

Council Member Doug Cortney requested that Expedited item 5b Annual Fertilizer Order be moved to the consent agenda.

a. ACTION: Annual Fertilizer Order *General City Management*

Jeff Murdoch, Assistant Public Works Director

The City Council will consider the annual purchase of fertilizer for the fall and spring park and cemetery applications. The Council will take appropriate action.

Council Member Doug Cortney MOVED that the City Council APPROVE the consent agenda.

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 Doug Cortney</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 carried 5:0

4. ACTION ITEMS

a. PUBLIC HEARING/ORDINANCE: Text Amendment - Land Use Authority Table Development
Code Update (Legislative)

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will hold a public hearing to consider amendments to the Highland City Development Code creating a land use authority table to provide clarity on the reviewing, recommending, and approving bodies for land use matters.

City Attorney/Planning & Zoning Administrator Patterson explained the text amendment is intended to simplify the City Code. There is some inconsistency or lack of clarity regarding the person/body at the City that is responsible to review, recommend, or approve different land use matters. The Planning Commission has considered the matter and held a public hearing on September 24, 2024, during which three residents spoke and provided ideas that were ultimately accepted by the Planning Commission. The body voted seven to zero to recommend approval of the proposed Land Use Authority table, with the following four stipulations:

- Add language explaining difference between legislative and administrative approvals (added to 2-704)
- Aid table readability (added numbering and footnote explaining process where no recommending body)
- Specify that the listed subdivision approval process for subdivisions under current zoning (added to table)
- Clarify minor vs major subdivisions in table (added to table)

Mr. Patterson then provided an overview of the proposed text amendment:

- Creates a Land Use Authority table identifying who reviews, recommends, approves, and hears appeals of land use matters (administrative and legislative)
- Adds new definitions
 - Development Review Committee (staff)
 - Reviewing Body, Recommending Body, Land Use Authority, Appeal Authority
 - Administrative vs legislative actions

- Revises code to use these terms throughout
- Cleans up and correlates application processes throughout the zones
 - Remove extraneous staff approvals and recommendations (city engineer approves parking lot grading for site plans)
 - Uses same reviewing, recommending, approval, and appeals bodies for the same applications in all zones (some substantive changes here)
 - Site plan amendments require same approval process
 - Appeals of sensitive lands handled per underlying application
- CR zone architecture review LUA will be Commission instead of Council as per other non-residential zones (C-1, R-P, SCALO, Town Center, P.O., P-I, P-U)
- Non-residential zones, Council will decide "rear" vs "side" setbacks (previously Commission)
- Appeals for site plans will be appeals hearing officer (previously was unclear, court, or hearing officer).
- Non-residential zones, approval of fence/wall materials and design will be the Zoning Administrator (like other fences), rather than Planning Commission or Council
- Extensions of approvals for site plans, architectural review, CUPs, and subdivision will be DAB. Previously there was no land use authority (site plans/arch review), or it was Planning Commission (CUPs) or the DAB (subdivision).
- Clarify makeup and role of the Development Review Committee (DRC) as facilitating non-binding staff review
- Zoning Administrator is responsible to determine the completeness of all land use applications, with appeals handled as per LUA table
- CUP transfer language was cleaned up to correlate with the recently adopted CUP code that (transfers from owner to owner permitted, but not property to property)
- In Residential Professional and Professional Office zones, all uses are conditional uses (no baseline permitted uses)
- Both zones have provisions where uses that are not specifically identified as allowed conditional uses are to be evaluated by the Planning Commission for compatibility with the zone
- Propose having the conditional use permit LUA (city council) make determination as to compatibility of uses and using similar language in both zones
- 1. In the P.O. Zone, any use not expressly listed as a conditional use shall be evaluated by the conditional use Land Use Authority planning commission for compatibility to determine if said use
 - a. Is consistent with the intended use of the zone; and
 - b. Is compatible with other listed uses; and
 - c. Is compatible with the uses of adjacent properties.

Mr. Patterson engaged in a high-level discussion with the Mayor and Council regarding the Land Use Authority for various types of land use applications and the types of land use applications for which an appeal of the final decision can be filed. Council Members also asked questions about how the proposed text amendment and land use table could impact changes to existing developments or new developments in the future. Council Member Smith expressed his concern about removing the City Council from the decision-making process for certain commercial land use matters; he expressed support for the Planning staff and Administration of the City, but indicated many of them do not live in Highland and may not be as invested in certain land use issues as the Planning Commission or City Council may be. Council Member Bills agreed. Mr. Patterson stated he understands that concern and offered options for including language in the Land Use Code to require City Council review or input on commercial matters.

Council Member Cortney then stated the term ‘appeal authority’ means two different things in the land use code; a hearing officer functions as the appeal authority and the land use table indicates the land use authority also functions as the appeal authority. He would like to change the land use table to state ‘appeal body’ rather than ‘appeal authority’ in order to reconcile this issue. Council Member Smith stated he supports that change. Mr. Patterson stated he is not concerned about the change. Council Member Cortney then stated that he is concerned

about using the City Council as the appeal body in cases where the Zoning Administrator is the land use authority because the City Council will be relying upon the City Attorney to determine if the law has been followed and, given that the Zoning Administrator and City Attorney are the same person, he is concerned about a potential conflict. He stated he suspects this is an issue that needs to be addressed in the future, independent of this action. Mr. Patteson agreed and discussed instances where it has been somewhat difficult to navigate a land use matter from the perspective of both the Zoning Administrator and City Attorney.

Council Member Cortney then stated that he believes the Council can take action on the proposed text amendment tonight, with some text changes:

- Change site plan to commercial site plan in the land use table;
- Change Accessory Dwelling Unit (ADU) to attached ADU;
- Change extensions to zoning extensions;
- Change appeal authority to appeal body in the land use table;
- Make the architectural review land use authority to the City Council.

Council Member Smith stated on the fifth change, he believes the Planning Commission should be the recommending body and the City Council the land use authority. Council Member Rodela agreed.

Mayor Kurt Ostler opened the public hearing at 9:07 p.m.

Liz Rice stated that the Mayor and Council are the elected officials of the City; for developers who continue to request changes to previous approvals they have received, she believes the City Council should be the land use authority. She cited the Highland Mains development as an example and indicated the developer of that project has requested at least three different amendments since their original approval. She stated that she would love to see them develop as initially intended.

Wesley Warren stated that he wished to echo Ms. Rice's comments; he is also in favor of the Council being the land use authority for commercial matters, specifically commercial architecture. Highland is a bedroom community and commercial development has the potential to have a big impact on the makeup of the City. He is very interested in hearing about changes in commercial developments and it is difficult to know about those things if they are not presented to the City Council. He stated it may be helpful to define who the table is for; for example, which types of applicants and property owners should abide by the land use code. This may help to reduce any confusion about various land use processes.

Mayor Kurt Ostler closed the public hearing at 9:12 p.m.

Council Member Smith stated that he supports Mr. Warren's recommendations regarding the land use table. He then asked at what point changes to a development would need to be brought back to the Council for approval. Mr. Patterson stated that for the Highland Mains project specifically, the Council approved development and architecture themes and there is quite a bit of flexibility in that type of approval. If the general configuration, footprint, and concept remain the same, the developer would not be required to come back to the Council for approval.

There was then brief discussion regarding the definition of a family for the purposes of considering approval of a residential treatment center.

Council Member Doug Cortney MOVED that the City Council APPROVE and ADOPT the proposed amendments to the Highland Development Code related to the creation of a land use authority table with the following five amendments:

- 1. Change the land use application or matter text from Accessory Dwelling Unit to Attached Accessory Dwelling Unit*
- 2. Change the land use application or matter text from Site Plan to Commercial Site Plan*

3. *Change the land use application or matter text under Planned Developments from Extensions to Zoning Extensions.*
4. *Change the Architectural Review line so the Planning Commission is the recommending body, the City Council is the land use authority, and the Appeal Authority is the appeal authority*
5. *Change the header in the table from 4. Appeal Authority to 4. Appeal Body and reflect those changes in the references to the table.*

Council Member Scott L. Smith SECONDED the motion.

Council Member Ron Campbell MOVED to AMEND the motion to change the language from Attached Accessory Dwelling Unit to Internal Accessory Dwelling Unit.

Council Member Doug Cortney SECONDED the motion.

The vote on the AMENDED Motion 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 Doug Cortney</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 carried 5:0

The vote on the ORIGINAL motion 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 Doug Cortney</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 carried 5:0

b. ACTION: Development Agreement - Howden 6000 West Sidewalk and Fence Land Use (Legislative)

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider the City's entering into a development agreement with the Howdens regarding the construction of a sidewalk and theme wall along 6000 West adjacent to their property.

City Attorney/Planning & Zoning Administrator Patterson explained the Howdens own property on the east side of 6000 West north of 11200 North where there is no sidewalk; they are considering paying for the installation of a sidewalk and fence along 6000 West (connecting to existing sidewalks on either side) if the City agrees to allow exceptions to sidewalk and fence requirements due to topography. Exceptions to this ordinance require legislative approval in the form of a development agreement. The Planning Commission is the recommending body, with the City Council being the approval authority. He presented a map of the subject property and images illustrating where the sidewalk and fence would be installed. He also summarized development agreement terms, but indicated the Howdens have not decided whether they will enter into the agreement if it is approved by the Council.

Council Member Scott L. Smith MOVED that the City Council APPROVE the proposed development agreement

with the Howdens for a sidewalk and fence along 6000 West.

Council Member Kim Rodela *SECONDED* the motion.

The vote was recorded as follows:

Council Member Brittney P. Bills	Yes
Council Member Ron Campbell	Yes
Council Member Doug Cortney	Yes
Council Member Kim Rodela	Yes
Council Member Scott L. Smith	Yes

The motion carried 5:0

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. ACTION: Chad Christopherson Donation Agreement General City Management
Rob Patterson, City Attorney

The City Council will consider approving a recognition and naming agreement with Chad Christopherson related to his donation for the baseball field for Highland Family Park.

City Attorney/Planning & Zoning Administrator Patterson explained in January of 2023 the Council approved a template for "Special Recognition and Naming Agreement - Mountain Ridge Park", which has since been changed to "Highland Family Park". The purpose of the agreement is for the City to enter into naming rights agreements with donors offering significant dollar amounts. The agreement establishes:

- The donation is a gift to the City.
- The donor has the right to choose a name/statement to be recognized and honored in association with the facility funded by the donation.
- The naming rights will generally continue for the useful life of the facilities (including any repairs/restoration).
- The naming rights will generally be terminated (subject to a right of first refusal) if and when the facilities reach the end of their useful life or are otherwise fully demolished and reconstructed by the City, to allow for redevelopment of City property.

In discussions with the Christophersons related to their donation of \$250,000 for a baseball field in the Highland Family Park, the Christophersons were concerned that the "useful life" of a baseball field is somewhat ambiguous, since fields require reconstruction regularly. The Christophersons desired to have a more specific timeframe in which their naming rights would continue. Accordingly, staff has proposed that the agreement be clarified (paragraph #5) that the "useful life" of the field be a time period of not less than 30 years. This means that--absent any decision by the City to redevelop or repurpose the baseball fields--the Christophersons would have naming rights associated with the baseball field for at least 30 years. Staff supports clarifying the agreement to alleviate the Christophersons' concerns that the City will remove their name prematurely. 30 years seems to be a reasonable, minimum timeframe for the naming rights to continue. The expiration of 30 years would not require the City to remove the recognition of the Christophersons' donation, but having that timeframe established would simply allow the City, if it chooses after 30 years, to reconstruct the baseball field without any special naming rights or recognition. The terms and conditions of naming rights and accepting donations are subject to the Council's discretion.

Council Member Rodela asked if Mr. Christopherson has asked for exclusive reservation rights for the field, to which Mr. Patterson answered no.

Council Member Cortney stated that he previously submitted some suggested edits to the agreement, but if the donor has already signed the agreement, he does not believe the edits are needed.

Council Member Smith expressed his gratitude to the Christopherson family for this very generous donation; he also thanked Council Member Rodela for her efforts to negotiate the agreement with the Christophersons. Mayor Ostler agreed.

Council Member Kim Rodela MOVED that City Council APPROVE the Special Recognition and Naming Agreement for the Christophersons with a minimum period for the naming rights to continue of 30 years.

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 Doug Cortney</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 carried 5:0

c. ACTION: Land Purchase Agreement with Jordan Valley Water Conservancy District General City Management

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider approving a real estate purchase agreement with Jordan Valley Water Conservancy District for the City to acquire the property on the southwest corner of the intersection of Alpine Highway and Town Center Blvd.

City Attorney/Planning & Zoning Administrator Patterson explained that the Council previously directed staff to submit a purchase offer for the property located on the southwest corner of the intersection of Alpine Highway and Town Center Blvd at the end of 2023. After negotiation and discussions that followed, the parties appear to have reached a mutually agreeable purchase price and contract terms.

Council Smith inquired as to the size of the property, to which Council Member Cortney answered 1.053 acres. Mayor Ostler added he feels this could be a great place for a dog park. Council Member Bills stated she would be interested in hearing from Wesley Warren. Mr. Warren stated that he has also been very interested in a dog park in the City and there is an orphan parcel of land, 1.2 acres in size adjacent to the subject property, that would be great for a dog park because it has a wooded area, and it could accommodate an extension of the City trail. He concluded he supports the purchase of this property.

Council Member Doug Cortney MOVED that City Council APPROVE the real estate purchase agreement with Jordan Valley Water Conservancy District and AUTHORIZE the Mayor to sign the agreement, allowing for non-substantive changes to be worked through by the respective attorneys.

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 Doug Cortney</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 carried 5:0

d. RESOLUTION: Reimbursement Interlocal Agreement with Utah County for 6800 West Road Resurfacing *General City Management*

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider entering into an interlocal cooperation agreement with Utah County for Utah County to reimburse Highland City certain costs associated with resurfacing 6800 West.

City Attorney/Planning & Zoning Administrator Patterson reviewed the history of the 6800 West road resurfacing project; most recently, on April 18, 2023, the Council approved a contract with Geneva to perform micro surfacing work on certain roads, including on portions of 6800 West. This work was done by Geneva, who was already mobilized in connection with the MAG-funded 6800 West project but was outside the scope of the MAG project and therefore was funded entirely by Highland City. The overall cost to the City for this additional work was \$225,304, with \$68,504.20 of the project being on portions of 6800 West in or near Utah County land. Utah County indicated to City staff at the time that the County may be willing to help with some of the cost of this portion of the micro surfacing project, as it would benefit roads in or adjacent to the County. Staff recommends that the City Council ADOPT the resolution approving the interlocal agreement with Utah County for the 6800 West micro surfacing reimbursement.

Council Member Cortney stated that he has expressed concerns in the past about the Council's authority to approve an interlocal agreement; he is appreciative of staff's efforts to negotiate this agreement, and thanked Mr. Patterson for adding a recital to the agreement that addresses his concerns about the Council's authority to approve an interlocal agreement.

Council Member Kim Rodela MOVED that City Council ADOPT the resolution approving the 6800 West micro surfacing interlocal agreement with Utah County.

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 Doug Cortney</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 carried 5:0

6. DISCUSSION ITEMS

Items in this section are for discussion and direction to staff only. No final action will be taken.

a. ACTION: Purchase of Flock Cameras *General City Management*

Brian Gwilliam, Police Chief, Erin Wells, City Administrator

The City Council will consider the costs and potential locations for Flock cameras in the City and provide direction to staff on next steps.

City Administrator Wells explained on August 6, 2024, the City Council and staff discussed the possibility of deploying Flock cameras in Highland City. The Council gave their initial approval for the concept and asked staff to bring the item back for discussion to finalize the number and location of the cameras. The Police Department and Administration are recommending the installation of 5 cameras capturing vehicles entering the City located at approximately:

- Mouth of American Fork Canyon
- Alpine Highway and 9600 North
- Timpanogos Highway and 6400 West
- Highland Boulevard and Grant Boulevard
- 6800 West and 9400 North

Additional locations staff considered, but felt were not as high of a priority were:

- North County Boulevard and Harvey Boulevard
- 6000 West and 9600 North

Ms. Wells concluded each Flock camera costs \$3,000 per year for equipment fees. There is also a one-time installation fee and \$650 per camera. Software fees are covered by the Lone Peak Police Department. If Council elects to move forward with the five cameras staff is recommending, the ongoing cost of this project will be \$15,000. Funding for this expense was not included in the FY25 budget. As this expenditure was not included in the budget, it will need to be funded by General Fund net revenue and will be included as part of the mid-year budget adjustments unless otherwise directed by the Council.

Council Member Smith wondered why the camera listed under the second bullet point would not be located on Canal Boulevard rather than 9600 North; there is so much more traffic that comes off of Canal Boulevard than 9600 North. Mayor Ostler added that he would consider a sixth camera at Canal Boulevard and 4800 North, which would capture more traffic near the high school. Council Members Campbell and Rodela stated they would err on trusting the judgement of Police Chief Gwilliam in choosing the appropriate locations for the Flock cameras. Mayor Ostler agreed, but indicated he still feels a sixth camera at the location he suggested would be appropriate. Ms. Wells indicated staff will proceed with that direction and will eventually bring a budget amendment to the Council for their consideration.

In conclusion, there was a brief discussion about the manner in which the Flock cameras are used and how the captured data will be used in enforcement efforts and crime prevention.

7. COMMUNICATION ITEMS

Communication items are informational only. No final action will be taken.

a. Political Activities Act *Erin Wells, City Administrator*

City Administrator Wells indicated that the purpose of this agenda item was to give the Council the opportunity to ask any questions about the recent training regarding the Political Activities of Public Entities Act (PAPEA).

Council Member Smith stated that he may have some questions as the election nears. Mayor Ostler agreed and added that ballots will be mailed around October 15.

Council Member Bills asked if any cities in Utah give their employees the day off for Election Day. Ms. Wells indicated she is not aware of any cities that do that.

Council Member Doug Cortney MOVED to extend the meeting to 10:15 pm.

Council Member Ron Campbell SECONDED the motion.

All voted in favor and the motion passed.

b. Cell Tower Lease Setback *Rob Patterson, City Attorney/Planning & Zoning Administrator*

City Attorney/Planning & Zoning Administrator Patterson explained this agenda item relates to a potential Verizon cell tower at Mitchell Hollow Park; Verizon has asked for a variance related to setbacks. The R-1-40 zone calls for a 30-foot setback for a main building and a 20-foot setback for an accessory building, but the Land Use Code does not address setbacks for this type of structure and Verizon has asked for consideration of a 10-foot setback from the curb. He presented an image of the site which staff has visited and attempted to consider the impact of the cell tower on the property. Staff is comfortable with a 14-foot setback, which would provide sufficient room for a park strip and sidewalk in the future. The Council discussed other precedents in the community regarding setbacks for cell towers; Council Member Rodela indicated her neighborhood is opposed to this project and she wants to take back some information from this discussion to her neighbors. Mr. Patterson stated that he has told Verizon that the City will accept input from the residents living in that neighborhood. Additionally, Verizon would be required to follow a formal process to secure approval of the setback they have requested. He discussed design options for the tower and the Council indicated they would be most supportive of something that does not create an eyesore for the neighborhood or creates health issues. They also discussed other sites that could host a cell tower and the implications of pushing the tower to another location.

8. CLOSED MEETING

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

There was no closed meeting.

ADJOURNMENT

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

The meeting adjourned at 10:16 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 October 1, 2024. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC, UCC
City Recorder



CITY COUNCIL AGENDA REPORT

ITEM #4a

DATE: November 12, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Amendment to PD Zone to Remove Commercial Requirement
TYPE: Land Use (Legislative)

PURPOSE:

The City Council will consider amending the City's Planned Development (PD) zone requirements to remove the requirement to include commercial uses within a PD.

STAFF RECOMMENDATION:

Staff recommends that the City Council hold a public hearing, consider the proposed amendments and the recommendation of the Planning Commission, and approve and ADOPT the amendments to the City's Planned Development zone to remove the requirement to include commercial uses within a PD.

PRIOR COUNCIL DIRECTION:

Utah State law requires cities to adopt at least three specific moderate income housing strategies out of a list created by the State and provide a timeline and benchmarks for how those strategies would be implemented.

On January 24, 2023, the Planning Commission reviewed potential strategies to be incorporated into the City's moderate income housing plan within the City's general plan, to comply with the State mandate. The Commission recommended adopting three strategies, with related timelines and benchmarks, to be adopted as the City's moderate income housing plan: strategy "E" (easing regulations for internal and detached ADUs), "N" (providing a mortgage assistance program for city employees), and "U" (developing zoning and other regulations for housing projects for disabled or senior residents).

The City Council considered the Planning Commission's recommendation on February 7, 2023. The Council agreed with the Commission on adopting strategy "E" related to ADUs and strategy "U" for senior housing, but did not adopt strategy "N" related to mortgage assistance. Instead, the Council adopted strategy "F" as the third strategy. Strategy "F" deals with zoning for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers. These strategies and benchmarks were submitted to the State, which approved them as satisfying the City's moderate income housing requirement under state law.

The proposed amendments address one of the benchmarks/timeline goals of Strategy "F" related to zoning for higher density or moderate income residential in certain commercial or mixed use zones.

BACKGROUND:

As part of Highland's moderate income housing plan, the City adopted strategy "F" from the list of State-approved strategies. This strategy, together with its timeline and benchmarks, was adopted by the City as follows:

Implementation Measure: Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.

Timeline and Implementation Plan:

- 2023-2025: Permit the remaining 425 lots for the townhomes, carriage lots, and cottage lots that have yet to apply for building permits in the Ridgeview Planned Development.
- 2024: Remove the requirement to include a commercial aspect in Planned Development (PD) Districts.
- 2026: Work with the Planning Commission and City Council to update the Land Use Plan in the General Plan to allow for higher density housing adjacent to the Commercial Retail, Commercial-1, and appropriate Planned Development zones.
- 2027: Work with the Planning Commission and City Council to research and draft an ordinance creating a residential zone with higher density such as a senior housing zone.

The proposed amendments deal with the second benchmark related to removing a commercial aspect in Planned Development (PD) zones. As written in the City's moderate income housing plan, the City stated that it would remove the requirement for commercial components in new PDs, not just consider it. If the City fails to accomplish its moderate income housing goals and strategies, there is a possibility that the City will be subject to daily fines (\$500) and be disqualified from certain transportation funding (which the City generally does not currently receive).

Planned Developments are a special type of development where a developer proposes a unique development type and master-planned, and requests that a new zone be created to allow and facilitate that development and master plan. PDs allow for residential and commercial developments that differ from the City's traditional residential or commercial zoning. PDs require legislative approval because they involve rezoning property to apply new, site-specific zoning requirements. So each PD must be reviewed by the Planning Commission and then ultimately approved by the City Council as a legislative matter.

Examples of PDs in Highland include Ridgeview, Skye Estates, Ten700, and Wild Rose. Each of these areas have been rezoned with a specific master plan and zoning regulations unique to the PD. As part of that plan and zoning, the PDs were permitted to increase their residential density beyond what the City traditionally allowed (allowing 4 to 10 units per acre, instead of the traditional 1 unit per acre) and, in some cases, were permitted to allow multifamily housing in addition to denser single family (townhomes, twinhomes, etc.).

The City has historically required that each PD include a commercial aspect or portion in addition to increased residential density. This is why Ridgeview, Skye Estates, Ten700, and Wild Rose have at least one commercial site within the PD. The City's moderate income housing strategy requires the Planning Commission and Council to remove this commercial requirement in 2024. The moderate income housing strategy lists this as a thing the City "shall" do, not just consider. To change this requirement, the City would need to amend the moderate income housing portion of the city's general plan.

The proposed amendments remove the requirement that PDs have a mix of residential and non-

residential uses and remove the requirement that PDs be located solely in the City's "mixed-use" land designation in the general plan. This would allow PDs that facilitate mixed types of residential uses in addition to the traditional PDs that mix commercial and residential uses. These amendments also allow greater flexibility for developers to place residential PDs in appropriate areas (such as existing commercial or mixed-use developments or major transit investment corridors) without also needing to amend the general plan to designate the property as "mixed-use."

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing regarding the proposed amendments on October 22, 2024. One resident spoke during the public hearing, voicing opposition to the removal of the requirement for commercial within PDs and stating (in effect) that, while the City can theoretically still require commercial in future PDs, it is harder to impose that requirement if it is not a code requirement. The Planning Commission discussed the matter, and eventually unanimously voted to recommend approval of the proposed amendments, with the addition of language that would have a commercial component remain as an expectation of all PDs, unless there is sufficient justification for the lack of commercial in a new PD.

The proposed amendments have been modified to incorporate the recommendation from the Planning Commission, adding the following language under Section 3-510(1):

All PD Districts are expected to include a commercial or mixed-use (residential and non-residential) component, unless such component is not feasible or desirable for the proposed PD District, as determined by the City Council in its discretion.

Ultimately, approval of the location of a PD and the specific uses, density, housing types, and other zoning details for a new PD would be up to the Planning Commission and City Council. As recommended by the Planning Commission, these amendments allow developers to propose non-commercial PDs if the developer can provide justification as to the lack of commercial, but do not obligate the City to approve a particular type or location of PD zone or PD development or to approve the lack of commercial as part of any new PD. These amendments also would not undo or amend any existing PD. The developer of an existing PD would have to request a major amendment to its existing PD zone to remove existing requirements for commercial uses, which would require legislative approval with the Planning Commission and City Council's review. The City would not be obligated to approve that type of amendment.

STAFF REVIEW:

Staff believes that the proposed amendments accomplish the City's moderate income housing goal of removing the requirement that new Planned Developments include commercial aspects in their development. By adopting these amendments, as recommended by the Planning Commission, the City will finish its 2024 benchmark for one of its moderate income housing strategies, but still maintain the expectation that PDs (new and existing) include commercial components unless it is not feasible or necessary for the proposed development, according to the City Council.

FINDINGS:

1. The proposed amendments conform to the City's moderate income housing plan, as adopted by the City.
2. The proposed amendments satisfy and accomplish the City's 2024 benchmark to implement its strategy to zone for higher density or moderate income residential development in appropriate areas by removing the requirement for non-residential development as part of new PDs.

FISCAL IMPACT:

No anticipated fiscal impact.

MOTION:

I move that City Council APPROVE the proposed amendments to Chapter 3, Article 5 of the Highland Development Code.

ATTACHMENTS:

1. Ordinance - Removal Commercial Aspect PD
2. General Plan - Moderate Income Housing Strategies
3. General Plan - Land Use Designation

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE
RELATED TO THE REQUIREMENT FOR COMMERCIAL COMPONENTS IN
PLANNED DEVELOPMENT DISTRICTS**

WHEREAS, Highland City is authorized to enact land use regulations that govern the use and development of property;

WHEREAS, Highland City has previously adopted regulations regarding planned developments that require each planned development district to include a commercial aspect;

WHEREAS, Highland City has previously adopted certain moderate income housing strategies and objectives as part of its general plan, which include the removal of the requirement for commercial aspects in planned developments;

WHEREAS, a duly noticed public hearing was held by the Planning Commission regarding the proposed amendments described herein on October 22, 2024, after which hearing the Commission recommended adoption of certain amendments to the regulations;

WHEREAS, the Highland City Council provided notice of and conducted a public hearing regarding the proposed amendments and to review the recommendation of the Planning Commission on November 12, 2024;

WHEREAS, the Highland City Council desires to comply with its moderate income housing goals and amend its planned development regulations;

WHEREAS, the Highland City Council finds that the proposed amendments further the public welfare and are in the interest of the public.

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

SECTION 1. The Highland Development Code is amended as shown in Exhibit A, attached hereto.

SECTION 2. All ordinances and parts and provisions thereof in conflict with this ordinance are repealed to the extent of such conflict.

SECTION 3. The City Recorder, under the supervision of the City Administrator and City Attorney, may make non-substantive corrections to any portion of this resolution and to the personnel policies referenced herein for grammatical, typographical, numbering, and consistency purposes in accordance with the expressed intent of the City Council.

SECTION 4. This ordinance shall take effect immediately upon its adoption and publication, in accordance with law.

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this
_____ day of _____, 2024.

Mayor

ATTESTED:

City Recorder

Exhibit A

Amendments to Chapter 3, Article 5, Planned Development (PD) District

3-500 Purpose

1. The purpose of the Planned Development (PD) District is to:
 - a. Promote the development of mixed use developments that include residential and non-residential development and developments that provide diversity of housing types.
 - b. Provide a process which relates the uses, architecture, design and scale of the project to the characteristics of the site and surrounding properties.
 - c. Require development to be supported by adequate utilities, transportation, and recreation areas to serve the development.
 - d. Minimize impact on existing or future adjacent development.
 - e. Encourage development that is consistent with the policies and the guidelines established in the General Plan.
2. PD zones are not intended for use for standard residential development, in situations where a proposed development is reasonably feasible under one of the City's existing zoning classifications ~~or in situations where the primary purpose is to obtain a relaxation of standards applicable to similar types of development in other zones.~~

3-510 Establishment Of A PD District

1. General Provisions.

~~A PD Districts shall only be located in the mixed use land use category.~~

a. All PD Districts ~~shall have~~ ~~may have a mixed of uses,~~ such as a mix of residential and non-residential uses, including office, retail, and business park uses, ~~or a mix of residential housing types, including moderate income housing, single-family and multi-family housing, and senior housing uses.~~ PD Districts with only non-residential uses are ~~also~~ permitted.

~~a.b.~~ All PD Districts are expected to include a commercial or mixed-use (residential and non-residential) component, unless such component is not feasible or desirable for the proposed PD District, as determined by the city council in its discretion.

~~b.c.~~ All approved plans (site plans, subdivisions, buildings, documents and permits, etc) shall conform to the approved PD Narrative.

....

Goals and Policies

With the zoning pattern already established and a mostly infill expectation for new development, support for alternative housing types is a difficult goal to achieve. The City can still find creative ways to make a reasonable allowance for affordable housing types that would be acceptable and even welcomed by residents. The City may choose to focus on solutions, such as basement accessory dwelling units, senior housing (some of which may include deed restrictions to maintain affordability) and multi-family housing mixed-use developments. The goals, policies, and implementation measures below build on these ideas.

Goal: Support for alternative housing type.

Policy: Proactively encourage the development of moderate income and senior housing as follows:

Implementation Measure: develop a moderate income housing project for residents who are disabled or 55 years old or older;

Timeline and Implementation Plan:

2024	Work with the Planning Commission and City Council to draft an age-restricted senior housing residential zone. Work with the Planning Commission and City Council to determine areas in the City where this zoning could be approved.
2026	Adopt the new senior housing zone.
2028	If no property owners have requested to rezone in appropriate areas, rezone areas determined to be appropriate by the Planning Commission and City Council.

Implementation Measure: zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;

Timeline and Implementation Plan:

2023-2025	Permit the remaining 425 lots for the townhomes, carriage lots, and cottage lots that have yet to apply for building permits in the Ridgeview Planned Development.
2024	Remove the requirement to include a commercial aspect in Planned Development (PD) Districts.
2026	Work with the Planning Commission and City Council to update the Land Use Plan in the General Plan to allow for higher density housing adjacent to the Commercial Retail, Commercial-1, and appropriate Planned Development zones.
2027	Work with the Planning Commission and City Council to research and draft an ordinance creating a residential zone with higher density such as a senior housing zone.

Implementation Measure: create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;

Timeline and Implementation Plan:

2023	Include in the City's annual survey a question to gauge support for detached accessory dwelling units in residential zones.
2025	Review the results of the annual survey. If there is significant support for detached accessory dwelling units, work with the Planning Commission and City Council to update the Development Code to allow for them; if there is not significant support from the residents, determine an alternative way to reduce regulations for internal accessory dwelling units.

Policy: Maintain quality housing stock and the current aesthetic style of Highland City.

Implementation Measure: Adopt design guidelines for medium and higher density housing based on residents' opinions and perceptions of the community character. The guidelines should not be cost prohibitive to affordable housing.

Highland City

General Plan Land Use Map

Skye Estates
(Map not updated
with annexation)

MIXED USE
Town Center
Ten700

MIXED USE
Wild Rose

MIXED USE
Ridgeview

Highland City Landuse

Future Land Use Designations	
	Low Density Residential
	Mixed Use Development
	Commercial
	Office
	Institutional
	School
	Religious
	Open Space
	Highland City Public Park
	Trail Corridor & Greenway
	Private Recreation and Mini Park
	Cemetery
	Utility
	Waterbody



CITY COUNCIL AGENDA REPORT

ITEM #4b

DATE: November 12, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Chris Trusty, City Engineer/Public Works Director
SUBJECT: Cross Connection Control Authority Statement
TYPE: Municipal Code Update (Legislative)

PURPOSE:

The City Council will consider the implementation of a Cross Connection Control Authority Statement as an ordinance in Highland City. This ordinance aims to protect our public water supply by preventing contamination through cross-connections. Under this ordinance, property owners would be required to install, maintain, and regularly test backflow prevention devices to safeguard our drinking water.

STAFF RECOMMENDATION:

Staff recommends that Highland City implement a cross connection control authority statement and make it an ordinance.

PRIOR COUNCIL DIRECTION:

N/A

BACKGROUND:

A Cross Connection Control Authority Statement in city ordinances is usually aimed at protecting public water supplies from contamination by preventing "cross-connections." These cross-connections occur when potable (drinkable water lines) are connected to non-potable sources, potentially allowing contaminants to backflow into the drinking water system. Implementing such an ordinance would help Highland city ensure that residents' water remains clean and safe by requiring businesses, property owners, and sometimes homeowners to install backflow prevention devices and undergo regular inspections. Consideration of this measure could help reinforce public health protections and align Highland City with the best practices for water safety.

Inspections on connections will be conducted by contractors during the installation process and must be submitted to the City. The City does not anticipate conducting regularly scheduled inspections to ensure compliance, but this ordinance will allow the City to conduct an inspection in cases where possible cross connections may have occurred and levy possible fines if warranted. Highland obtained recommended verbiage from the state which has been included in the amended ordinance language provided to the City Council.

FISCAL IMPACT:

MOTION:

I move that Highland City Council approves an amendment Chapter 13 of the Highland Municipal Code as it relates to cross connection prevention.

ATTACHMENTS:

1. Cross-Connection Ordinance

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING HIGHLAND CITY MUNICIPAL CODE RELATED
TO THE REGULATION AND PREVENTION OF CROSS CONNECTIONS**

WHEREAS, Highland City is authorized to operate, maintain, protect, regulate and control water systems, including as set forth in Utah Code §§ 10-8-14 and 10-8-15;

WHEREAS, Highland City desires to operate and protect its culinary water system in accordance with state and federal regulations, including by preventing contamination of the system from cross connections to the pressurized irrigation system or other water, sewer, or drainage sources;

WHEREAS, the Highland City Council desires to amend its regulations to protect its water supply, to control or eliminate cross connections, and provide for enforcement of its regulations for the benefit, health, and welfare of the public and all who use the City's culinary water system;

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

SECTION 1. Chapter 13 of the Highland Municipal Code is amended as shown in Exhibit A, attached hereto.

SECTION 2. The City Recorder, under the supervision of the City Administrator and City Attorney, may make non-substantive corrections to any portion of this ordinance and to the City codes referenced herein for grammatical, typographical, numbering, and consistency purposes in accordance with the expressed intent of the City Council.

SECTION 3. All ordinances and parts and provisions thereof in conflict with this ordinance are repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect immediately upon its adoption and publication, in accordance with law.

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this _____ day of _____, 2024.

Mayor

ATTESTED:

City Recorder

EXHIBIT A

Amendments to Municipal Code Chapter 13

13.30.200 Cross-Connections

It shall be unlawful for any person to connect any part of the pressurized irrigation system to any part of any culinary water system so as to create a potential cross-connection whereby irrigation water could be introduced into any system that provides culinary water or to otherwise create an unlawful cross connection to the culinary water system. Cross connections are further regulated by Title 13, Chapter 32. ~~A statement of compliance shall be filled out by every resident in Highland and inspected and signed by the Highland Water Company before they can use the pressure irrigation system. If Highland City locks off any resident's pressurized irrigation connection for noncompliance, a twenty-five dollar lock off fee will be assessed.~~

Title 13 PUBLIC SERVICES

Chapter 13.32 CROSS CONNECTIONS

13.32.010 Purpose of Chapter:

- A. To protect the public drinking water supply of Highland City from the possibility of contamination or pollution by requiring compliance with the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah, that require cross connection control protection of all public drinking water systems in the State of Utah. Compliance with these codes will be considered reasonable diligence for the prevention of contaminants or pollutants which could backflow into the public drinking water system; and,
- B. To promote the reasonable elimination or control of cross connection in the plumbing fixtures and industrial piping system(s) of the consumer, as required by the state and plumbing regulations to assure water system safety; and,
- C. To provide for the administration of a continuing program of backflow prevention which will systematically examine risk and effectively prevent the contamination or pollution of the drinking water system.

13.32.020 Definitions

- A. **Water Purveyor:** The person designated to be in charge of the culinary water system of Highland City, who is invested with the authority and responsibility for the implementation of an effective cross connection control program and for the enforcement of the provisions of this Chapter.
- B. **Approved Backflow Assembly:** An assembly accepted by the Utah State Department of Environmental Quality, Utah State Rules for Public Drinking Water Systems, and the Plumbing Code as adopted by the State of Utah as meeting an applicable specification or as suitable for the proposed use.
- C. **Auxiliary Water Supply:** Any water supply on or available to the premises other than the purveyor's public water supply will be considered as an auxiliary water supply. These auxiliary waters may include water from another purveyor's public potable water supply, secondary irrigation water, or any natural source(s) such as a private well, spring, river, stream, etc., or "used water" or "industrial fluids". These waters may be contaminated or polluted,

or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have authority.

D. Backflow: The reversal of the normal flow of water caused by back-pressure or back-siphonage.

E. Back-Pressure: The reversal of the normal flow of water or other liquids, mixtures, or substances from a region of high pressure to a region of lower pressure caused by an increase of pressure in the downstream piping.

F. Back-Siphonage: The reversal of the normal flow of water or other liquids, mixtures, or substances under vacuum conditions caused by a sub-atmospheric pressure in the potable water system.

G. Backflow Preventer: An assembly or device designed to prevent backflow. Specifications for backflow prevention assemblies and devices are contained within the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah.

H. Cross Connection: Any actual or potential connection between the public water system or the consumer's water system and any other source or auxiliary supply through which it is possible to introduce anything else. This would include temporary conditions, such as dual source connections, swing connections, removable sections, four way plug valves, spools, dummy sections of pipe, swivel or change-over devices, sliding multiport tubes, or other plumbing arrangements.

I. Contamination: Means a quality degradation of the potable water supply by a toxic substance that is introduced which poses a threat to public health. This would include sewage, industrial fluids, irrigation chemicals, boiler compounds, waste liquids, or other materials not suitable for human consumption.

J. Cross Connection-Controlled: A connection between a potable water system and an auxiliary supply or other cross connections with an approved backflow preventer properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

K. Cross Connection-Containment: The installation of an approved backflow preventer at the water service connection to any consumer's premises for cross connection control.

L. **Dual Source Connection:** A pipe that is installed so that either the nonpotable (i.e. secondary) irrigation water or the potable water is connected to a pressurized irrigation system one at a time, but not both at the same time; or a pipe that is installed so that either the potable water or private well water is connected to a residence at one time, but not the same time.

13.32.030 Responsibility: Drinking Water Purveyor

A. Highland City shall be responsible for the enforcement of this Chapter to protect the drinking water distribution system from the foreseeable condition of possible contamination or pollution of the drinking water system due to the backflow of contaminants or pollutants into the drinking water supply from unprotected and unlawful cross connections.

B. Drinking water system surveys/inspections of the consumer's water distribution system(s) shall be conducted or caused to be conducted by individuals deemed qualified by and representing Highland City. Survey records shall indicate compliance with the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah. All such records will be maintained by Highland City.

C. Highland City shall schedule and notify in writing all consumers of the need for the periodic system survey to ensure compliance with existing applicable minimum health and safety standards.

D. Selection of an approved backflow preventer for containment protection required at the service connection shall be determined from the results of the cross connection hazard assessment survey.

13.32.040 Responsibility: Consumer

A. The consumer shall comply with this Chapter as a term and condition of connecting to the city's water supply and system. A consumer's acceptance of water service is admittance and acknowledgment of their awareness and acceptance of responsibilities as a water system user.

B. It shall be the responsibility of the consumer to purchase, install, and arrange testing and maintenance of any backflow preventor/assembly required to comply with this Chapter. Failure to comply with this Chapter shall constitute grounds for discontinuation of service.

13.32.050 Responsibility: Plumbing Official

- A. The building official's responsibility to enforce the applicable sections of the plumbing code begins at the point of service (downstream or consumer side of the meter) and continues throughout the length of the consumer's water system.
- B. The building official will review all plans to ensure that unprotected cross connections are not an integral part of the consumer's water system. If a cross connection cannot be eliminated, it must be protected by the installation of an air gap or an approved backflow preventer/assembly, in accordance with the Plumbing Code as adopted by the State of Utah and this Chapter.

13.32.060 Responsibility: Certified Backflow Technician, Surveyor, or Repair Person

Whether employed by the consumer, city, or a utility to survey, test, repair, or maintain backflow prevention assemblies, a certified backflow technician, surveyor, or repair person will have the following responsibilities:

- A. Ensuring that acceptable testing equipment and procedures are used for testing or repairing of backflow prevention assemblies.
- B. Record all testing and/or repairs and submit report forms to the consumer and the water purveyor within 30 days of work performed.
- C. Report to the water purveyor of any failed backflow preventor/assembly test within 5 days of work performed.
- D. Ensuring that replacement parts are equal in quality to parts originally supplied by the manufacturer of the backflow preventor/assembly being repaired.
- E. Not changing the design, material, or operational characteristics of the backflow preventor/assembly during testing, repair, or maintenance.
- F. Performing all tests of the mechanical devices/assemblies and shall be responsible for the competence and accuracy of all tests and reports.
- G. Ensuring that their backflow technician license is current, the testing equipment being used is acceptable to the State of Utah and is in proper operating condition.

H. Being equipped with, and competent to use, all necessary tools, gauges, and other equipment necessary to properly test, and maintain backflow prevention assemblies.

13.32.070 Responsibility: Repair of backflow assemblies

In the case of a consumer requiring a backflow preventor/assembly, installation, repair, or relocation of the backflow preventor/assembly shall be done with individuals having appropriate training, experience, and licensure from the Utah Division of Professional Licensing.

13.32.080 Requirements

A. No water service connection to any premises shall be installed or maintained by a water user or permitted by the Water Purveyor unless the water supply is protected as required by the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah and this Chapter. Water service to a water user shall be discontinued by the Water Purveyor after due process of written notifications of violation and an appropriate time for voluntary compliance are provided, if:

1. A backflow preventer is not installed, tested, and maintained as required by the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah and this Chapter for cross connection control, or
2. If it is found that a backflow preventer has been removed or by-passed, or
3. If an unprotected cross connection exists on the premises, or
4. If the cross connection hazard assessment survey has not been conducted.
5. Service will not be restored until such conditions or defects are corrected.

B. The consumer's system(s) shall be open for a cross connection hazard assessment survey at all reasonable times to authorized representatives of the Water Purveyor to determine whether cross connections or other structural or sanitary hazards exist, including violations of the Utah State Rules for Public

Drinking Water Systems, the Plumbing Code as adopted by the State of Utah, or this Chapter.

C. An approved backflow preventer shall be installed on the service line of the identified consumer's water system, at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line.

D. The type of backflow preventer/assembly installed at the point of containment shall be determined by the Water Purveyor.

E. It shall be the responsibility of the consumer at any premises where backflow preventers are installed to have certified surveys, inspections, and operational tests at the consumer's expense.

F. All backflow prevention assemblies shall be tested within ten (10) working days of installation, relocation, or repair and annually thereafter. In processes where the Water Purveyor deems the hazard to be significant, they may require tests at a more frequent interval.

G. Backflow prevention assemblies shall be installed with 12 inches of surrounding clearance, and safely and readily accessible to Backflow Technicians, Repair Persons, and the Water Purveyor. No backflow prevention assemblies shall be installed so as to create a safety hazard. (Example: Installed over an electrical panel, steam pipes, boilers, or other unsafe location)

H. Dual source, or swing connections are not permitted within Highland City. Where permitted, dual source connections are required to be protected by a Reduced Pressure Principle Assembly. Any dual source connection found connection to Highland City found in violation of this Chapter shall be removed.

13.32.090 Violation, Enforcement

A violation of this Chapter exists if there has not been any corrective action taken by the consumer within ten (10) days of the written notification of the deficiencies as noted within the survey or test results. The water purveyor shall then deny or immediately discontinue service to the premises by providing a physical break in the service line until the consumer has corrected the condition(s) in conformance with all State and local regulations and statutes relating to plumbing, safe drinking water suppliers, and this Chapter.



CITY COUNCIL AGENDA REPORT

ITEM #5a

DATE: November 12, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Interlocal Agreement with Cedar Hills - Building Inspection Services
TYPE: General City Management

PURPOSE:

The City Council will consider a proposed interlocal agreement with Cedar Hills City to provide mutual aid in providing building inspection services.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the interlocal agreement with Cedar Hills and ADOPT the proposed resolution.

PRIOR COUNCIL DIRECTION:

On July 16, 2024, the Council approved a virtually identical interlocal agreement with Draper City.

BACKGROUND:

In 2024, the Utah Legislature adopted SB 185, which imposes additional requirements regarding building inspections. As part of these requirements, each city is required to provide a building inspection within three business days (Monday-Friday) of a request for inspection. Each city is also required to maintain a list of at least three approved third-party building inspectors who can provide a building inspection in the event the city cannot provide an inspection within the required three business days. Highland City currently has two private firms contracted to provide building inspection services and, due to the Council's prior approval of a similar agreement, has Draper City as the third third-party inspector.

While the City does use third party inspectors on certain projects, the City has consistently been able to provide a timely inspection upon request. As with the Draper agreement, staff do not believe that we will need to use Cedar Hill's services. However, because the City is required to have a list of third-party inspectors available, staff's preference would be to have as many cities on that list as possible. That way, most building inspection services are still provided by a city building official, and we reduce the appearance that builders can "shop" for a preferred building inspector.

As with the previously approved Draper agreement, this agreement provides that the cities agree to provide up to 8 hours per month of building inspection services for each other for free. After those 8 hours are exhausted, the city responding to a request for inspections may bill the other city for time, at \$86.00 per hour. The contract does not require a city to respond to a request for inspections, and a city may refuse to respond to any request if responding to the request could impact the responding city's own building inspection workflow. The cities do not take on any liability for the other city's actions or

employees, though the cities are responsible for paying, insuring, and providing other benefits to the responding building inspector as usual. The only difference between this agreement and the agreement with Draper City are minor clarifications related to the 8 hours per month and that building permit applicants have the ability to request inspections.

The City Attorney has reviewed and approved this agreement as to form and compliance with Utah State law.

FISCAL IMPACT:

Staff does not anticipate any significant fiscal impacts from this agreement.

MOTION:

I move that City Council approve the interlocal agreement with Cedar Hills and ADOPT the proposed resolution.

ATTACHMENTS:

1. Resolution - Cedar Hills Building Inspections Agreement
2. Cedar Hills and Highland MUTUAL AID AGREEMENT - Building Inspections

RESOLUTION NO. 2024-_____

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT
FOR BUILDING INSPECTION SERVICES BETWEEN THE CITY OF CEDAR
HILLS AND HIGHLAND CITY**

WHEREAS, Highland City, as a Utah Municipality, is authorized to enter into contracts for the benefit and welfare of Highland City and its residents, including pursuant to Utah Code § 10-1-202.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, as amended, (“Act”) permits local governmental units including cities, counties, interlocal agencies, and other political subdivision of the State of Utah to enter into agreements for mutual advantage and to exercise joint cooperative action;

WHEREAS, Highland City and the City of Cedar Hills each provide building inspection services to property within their respective cities;

WHEREAS, pursuant to SB 185 (2024), codified at Utah Code § 10-6-160 and Utah Code § 15A-1-105, each municipality is required to maintain a list of third-party building inspectors to provide building inspection services if the municipality cannot provide a requested inspection within three business days;

WHEREAS, Highland City and Cedar Hills desire to enter into an agreement to mutually aid each other in providing building inspection services to each other’s jurisdiction and to include each other on their list of third-party building inspectors in accordance with the requirements of Utah State law.

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

1. The City Council approves of the Multi-Jurisdictional Building Inspection Services Agreement between the City of Cedar Hills and Highland City, which agreement is attached hereto as Exhibit A, which has an effective date of July 16, 2024.
2. The City Council authorizes the Mayor and City Staff, as necessary, to execute and carry out the Interlocal Agreement according to the terms set forth therein.
3. This resolution shall take effect immediately upon adoption.

RESOLVED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this _____ day of _____, 2024.

Mayor

ATTESTED:

City Recorder

EXHIBIT A
Form of Interlocal Cooperation Agreement

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into effective as of the ____ day of _____, 2024, by and among **the City of Cedar Hills and the City of Highland** (collectively referred to as the “Parties” or individually as a “Party”).

RECITALS

- A. Each Party has building inspectors with equipment and personnel trained to provide the inspections typically required to ensure compliance with building permits and building regulations.
- B. Each Party desires to cooperate with and assist the others at times to facilitate the timely completion of building inspections.
- C. The Parties wish to benefit all Parties and their residents by entering into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party’s jurisdiction at the request of the Party having jurisdiction.
- D. The Parties also intend to be listed on one another’s “Third-party inspection firm list” as required by Utah Code Ann. Section 15A-1-105.
- E. The Parties intend by this Agreement to assist one another whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared, or is available, for assisting other Parties.
- F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for mutual assistance and authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing building inspections within a Party’s own geographic area of jurisdiction. If providing assistance becomes burdensome, the Building Officials will investigate ways to overcome the burden.

2. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. **SERVICE AREA.** The area to be served by this Agreement includes the collective municipal area of **Cedar Hills and Highland** service area specifically

identified herein. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. RESPONSE. The Parties will each provide their available personnel and equipment to assist any other Party upon request by any other Party, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. No Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

a. Mutual Assistance: Requests for assistance will typically be made from one Party's Building Official to another Party's Building Official when the requesting Party foresees that the requesting Party will be unable to perform one or more building inspections within three business days of a building permit applicant's request or when a building permit applicant has specifically selected the Party to be the third-party inspection firm.

b. Third-Party Inspection Firm List: The Parties agree to be listed on one another's "third-party inspection firm list" as defined in Utah Code Ann. Section 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's request, and the building permit applicant is therefore entitled to select a third-party inspection firm pursuant to Utah Code Ann. Section 10-6-160(2)(b) or Utah Code Ann. Section 17-36-55(2)(b), and the building permit applicant selects and contacts another Party, the Party contacted by the building permit applicant shall notify the building permit applicant of the contacted Party's availability. At the building permit applicant's request, the contacted party shall schedule the building inspection according to availability.

5. FEES. For each calendar month, each responding Party will provide up to eight hours of building inspections, at no cost, to each requesting Party. A Party with jurisdiction over the building permit application will be considered the requesting Party for a building permit applicant's request. Additional hours, beyond the allocated 8 hours, will be billed at the rate of \$86.00 per hour, plus mileage. At the discretion of the responding Party, the responding Party may bill the requesting Party within 60 days of the end of the calendar month. Building inspections shall only be provided within the boundaries of the requesting Party and shall not be provided to cover areas outside the boundaries of the requesting Party even if the requesting Party has an agreement to provide service to another party who is not signatory to this Agreement. Neither Party is responsible to pay building inspection fees that exceeds the scope of the work identified under the original request for inspection.

6. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when, in the sole discretion of the responding Party, performance will not jeopardize the building inspection services in the jurisdiction of the responding Party.

7. **INSURANCE.** Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

8. **GOVERNMENTAL IMMUNITY.** The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this Agreement are considered within their current scope of employment with each Party.

9. **INDEMNIFICATION.** Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

10. **EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA.** The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act.

11. **NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED.** This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

12. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered the date when two or more of the Parties each execute this Agreement and that date shall be entered above in the preamble. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

13. ADDITIONAL PARTIES. Approval of the governing bodies of the current Parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement.

14. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Third Judicial District, State of Utah

15. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.

16. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

17. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

18. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

19. NOTICES. All notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit "A", their respective contact information, and such contact information will be applicable until modified in writing.

20. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit "A". Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.

21. ENTIRE AGREEMENT; NO WAIVER. This Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

22. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]

MULTI-JURISDICTIONAL BUILDING INSPECTION
SERVICES AGREEMENT
EXHIBIT “A”

CEDAR HILLS

Agreed this ____ day of __, 2024 for the City of **CEDAR HILLS** _____

Name, Title

ATTEST:

City Recorder

APPROVED AS TO FORM:

CEDAR HILLS Attorney

CONTACT INFORMATION FOR **CEDAR HILLS**:

HIGHLAND

Agreed this ____day of __, 2024 for the City of **HIGHLAND** _____

Name, Title

ATTEST:

City Recorder

APPROVED AS TO FORM:

HIGHLAND Attorney

CONTACT INFORMATION FOR **HIGHLAND**:



CITY COUNCIL AGENDA REPORT

ITEM #5b

DATE: November 12, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Smith Annexation Ordinance Update
TYPE: Land Use (Legislative)

PURPOSE:

The City Council will consider adopting a revised ordinance approving the annexation of the Smith property and consenting to the mutual Lehi-Highland boundary

STAFF RECOMMENDATION:

Staff recommends that the City Council ADOPT the revised ordinance approving the Smith annexation and boundary line with Lehi City.

PRIOR COUNCIL DIRECTION:

On September 17, 2024, the City Council approved the annexation of the Smith property located generally at 7015 W 9600 N, Highland. Since then, the property owner has signed and recorded the annexation agreement, paid impact fees, and has submitted a proposed subdivision plat. However, the annexation has not yet been completed, due to a property line issue.

BACKGROUND:

As staff worked with the applicant to complete the annexation, there arose an issue with the western boundary line of the property being annexed. There are overlaps in the county property records. The historical property line appears to be a fence line, but this does not correspond with the county's records of the properties' boundary lines. The current Lehi City municipal boundary follows one of the overlapping properties, which includes some of the area proposed to be annexed into Highland. This has caused issues with completing the annexation.

Lehi City and the property owners involved have all agreed to establish the property lines and municipal boundary lines according to the annexation plat as proposed by the annexing property owners, and it appears that the County will accept that agreement to allow the annexation to move forward. However, there is a 60-day statutory time limit to complete an annexation after the city council adopts the ordinance approving the annexation, which time limit expires Saturday, November 16, meaning city staff needs to resolve all issues by Thursday, November 14.

Highland city staff are concerned that the resolution of this boundary issue will not be resolved by the end of the week, and therefore, out of an abundance of caution, and with the hope of avoiding starting the annexation process over for a third time, staff has proposed that the council adopt a new ordinance approving the annexation and consenting to the boundary line adjustment with Lehi City. This way, if additional time is needed, staff can use the new ordinance to establish the 60-day annexation window.

The only changes to the annexation ordinance are references to the boundary line issue and an updated annexation plat. No substantive changes have been proposed, and all original terms of annexation and development of the property remain the same.

FISCAL IMPACT:

No fiscal impact.

MOTION:

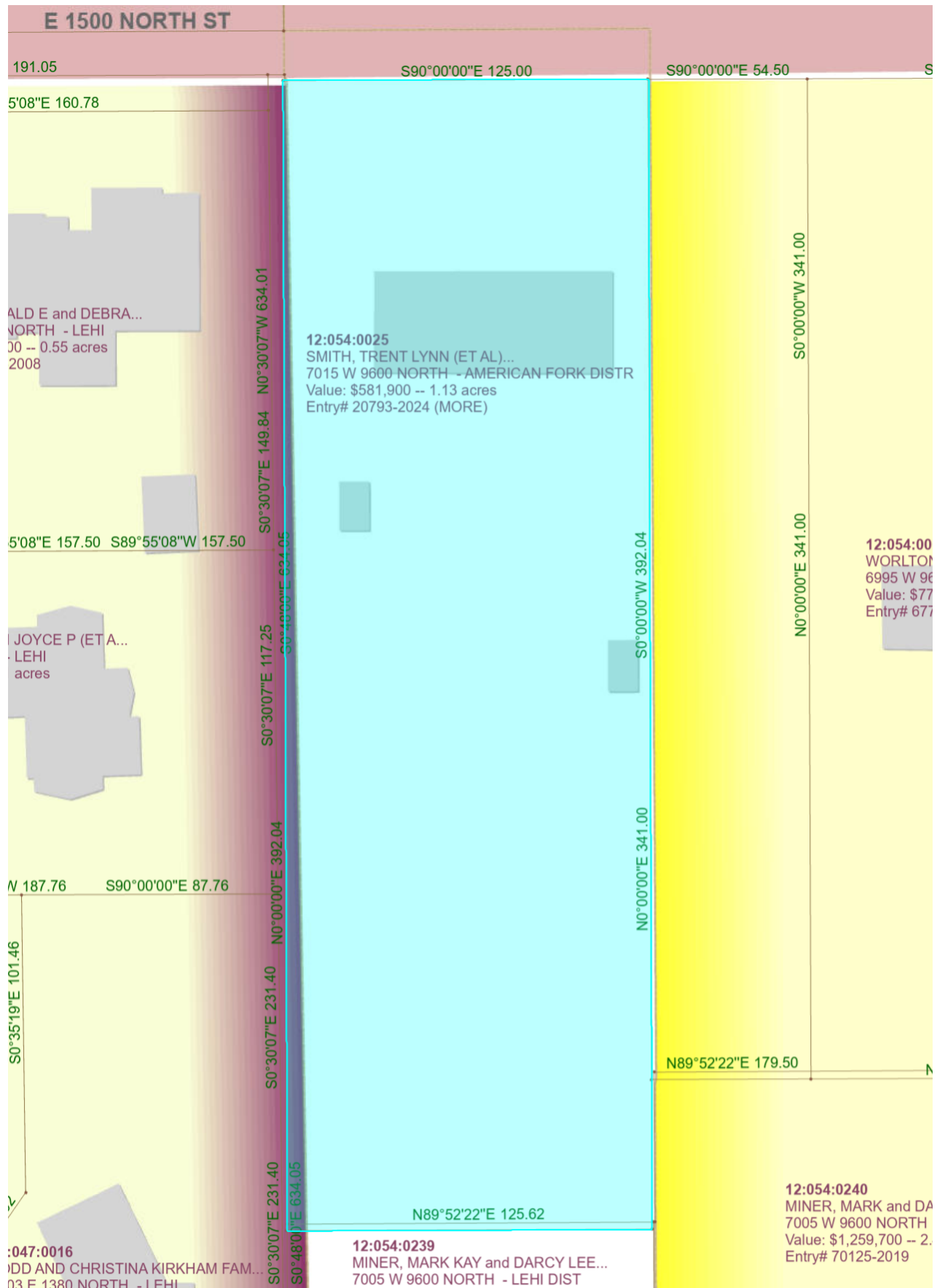
I move that City Council ADOPT the ordinance approving the Smith annexation subject to the conditions set forth therein.

ATTACHMENTS:

1. Vicinity Map - Overlap
2. Ordinance - Annexation Approval - Nov 12
3. Annexation Agreement - Smith - Recorded

Vicinity Map – 7015 W 9600 N

Overlapped Property Lines and Municipal Boundaries on West Side



ORDINANCE NO. 2024-_____

**AN ORDINANCE GRANTING THE TRENT SMITH PETITION FOR ANNEXATION,
APPROVING THE ANNEXATION OF CERTAIN PROPERTY, AGREEING TO
DESIGNATE THE NEW HIGHLAND CITY-LEHI CITY BOUNDARY LINE, AND
AMENDING HIGHLAND CITY'S MUNICIPAL BOUNDARIES**

WHEREAS, Title 10, Chapter 2, Part 4, of the Utah Code, as amended (the "Act") establishes procedures to annex real property into a municipality's boundaries and jurisdiction;

WHEREAS, Highland City has received a petition from Shalynn Larson, representing Trent Smith, ("Property Owners"), owner or trustee of the owner of property located contiguous to Highland City, which property is currently within the unincorporated area of Utah County, as described and shown in the attached Exhibit A ("Property");

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

WHEREAS, the Highland City Council has determined that the Property is within the Highland City Annexation Policy Plan, is contiguous to the Highland City municipal boundaries, and is therefore eligible for annexation;

WHEREAS, the Highland City Council accepted the Property Owners' petition for annexation for further consideration on August 6, 2024, and directed City staff to publish notice and take all required steps related to the noticing of the protest period and the calling of a public hearing related to the potential approval of the petition for annexation in accordance with the Act;

WHEREAS, the City recorder certified the petition and provided notice thereof as required by the Act on August 15, 2024;

WHEREAS, the protest period required by the Act expired on September 16, 2024, without any protests being filed;

WHEREAS, a public hearing was held regarding the petition for annexation on September 17, 2024;

WHEREAS, all notices related to the protest period and public hearing were given as required by the Act;

WHEREAS, after considering all public comments, the information and comments submitted by the Property Owners, and other appropriate matters, the City Council finds that it will be to the benefit of Highland City to grant the petition and annex the Property on the conditions set forth herein;

WHEREAS, it was discovered that the western boundary of the Property, which adjoins properties within Lehi City, was unclear according to the County property records, which causes the municipal boundary of Lehi City to also be unclear;

WHEREAS, Lehi City and the affected property owners, including the annexing Property Owners, have agreed to settle the boundary of the affected properties and of Lehi City in this area as shown on the annexation plat proposed by Property Owners and approved by Highland City;

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

SECTION 1. The City Council approves the Property Owners' petition to annex the Property into the boundaries of the City ("Annexation"), subject to the following conditions:

- a. The Annexation shall not be effective unless and until Property Owners execute and record against title to the Property the annexation agreement in substantially the form attached hereto as Exhibit B;
- b. The Annexation shall not be effective unless and until the Property Owners pay all impact fees as required and described by the annexation agreement;
- c. Upon the execution and recordation of the annexation agreement and payment of impact fees, the City recorder shall file all necessary documents with the Lieutenant Governor's office to complete the Annexation as required by the Act.

SECTION 2. The City Council approves the boundary line between Highland City and Lehi City, after annexation of the Property, to be as shown on the approved annexation plat submitted by Property Owners, a portion of which is reproduced as Exhibit A.

SECTION 3. Upon completion of the Annexation, the Property shall be zoned R-1-20.

SECTION 4. The mayor and city staff are directed to take all actions necessary to complete the Annexation and carry out the annexation agreement as set forth herein.

SECTION 5. This ordinance shall take effect immediately upon its adoption and publication, as required by law.

SECTION 6. This ordinance shall repeal and replace Ordinance 2024-26.

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this _____ day of _____, 2024.

Mayor

ATTESTED:

City Recorder

EXHIBIT A
Description of Annexed Property

Legal Description of Property at 7015 W. 9600 N. Highland, UT 84003:

All that certain parcel of land situated in the County of Utah, State of Utah, being known and designated as follows:

A PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY UTAH. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE BETWEEN HIGHLAND CITY AND UTAH COUNTY, SAID POINT BEING NORTH 89°52'22" EAST 1006.49 FEET ALONG THE NORTH SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 10 AND RUNNING THENCE;

NORTH 89°52'22" EAST 124.76 FEET ALONG THE BOUNDARY LINE OF UTAH COUNTY AND HIGHLAND CITY; THENCE SOUTH 00°07'38" EAST 408.54 FEET ALONG AN EXISTING FENCE LINE, MORE OR LESS, TO A POINT LOCATED ON THE NORTHERLY LINE AS DESCRIBED BY THAT CERTAIN AFFIDAVIT OF CORRECTION, RECORDED ON SEPTEMBER 18, 2019 AS ENTRY NO. 92459:2019 OF OFFICIAL RECORDS, ALSO BEING ALONG THE BOUNDARY LINE OF HIGHLAND CITY; THENCE SOUTH 89°52'22" WEST 127.82 FEET ALONG SAID AFFIDAVIT OF CORRECTION TO A POINT ON AN EXISTING FENCE LINE RUNNING NORTH AND SOUTH; THENCE ALONG SAID FENCE LINE ALSO BEING THE BOUNDARY LINE BETWEEN UTAH COUNTY AND LEHI CITY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°15'04" WEST 112.53 FEET;
 2. NORTH 00°38'30" EAST 126.08 FEET;
 3. NORTH 00°24'54" EAST 169.95 FEET TO A POINT ON THE SOUTHERLY LINE OF 1500 NORTH STREET TO
- THE POINT OF BEGINNING.

CONTAINING 51,775 SQUARE FEET OR 1.189 ACRES, MORE OR LESS.



NORTHWEST CORNER, SECTION 10,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
S.L.B.&M., 3" STANDARD FLAT BRASS
MONUMENT (FOUND)

1006.49'

N89°52'22"E 2659.23'
(BASIS OF BEARING)

HIGHLAND CITY
UTAH COUNTY

1500 NORTH STREET



NORTH QUARTER CORNER, SECTION
10, TOWNSHIP 5 SOUTH, RANGE 1
EAST, S.L.B.&M., 3" STANDARD FLAT
BRASS MONUMENT (FOUND)

POINT OF BEGINNING

PARCEL ID: 50-065:0001
JONES, DONALD E & DEBRA

PARCEL ID: 50-065:0002
WATHEN, BOYD J & JOYCE P

PARCEL ID: 50-047:0016
TODD AND CHRISTINA KIRKHAM FAMILY TRUST

N0°24'54"E 169.95'

N0°38'30"E 126.08'

N0°15'04"W 112.53'

PARCEL ID: 12-054:0025
SMITH, TRENT LYNN

ANNEXATION AREA
51,775 SQ. FT.
1.189 ACRES

PARCEL ID: 12-054:0126
WATHEN, BOYD J & JOYCE P

S89°52'22"W 127.82'

PARCEL ID: 12-054:0239
MINER, MARK KAY & DARCY LEE

PARCEL ID: 12-054:0069
HIGHLAND CITY CORPORATION

S0°07'38"E 408.54'

PARCEL ID: 12-054:0068
WORLTON, EVELYN H

PARCEL ID: 12-054:0240
MINER, MARK & DARCY

EXHIBIT B
Form of Annexation Agreement

When Recorded, Return to:
Highland City
5400 West, Civic Center Dr
Highland, UT 84003



ANNEXATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3. City Utilities. Petitioner shall complete, construct, install, assure, and warranty, according to City Code the improvements described below, and comply with the following obligations related to the use and connection of the Property to the City Utilities:

2.3.1. Culinary Water.

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

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

2.3.2. Pressurized Irrigation.

2.3.2.1. Petitioner shall be required to provide secondary water shares to the City as required by City Code for the Property. Such shares shall be provided when the Existing Home connects to the pressurized irrigation system or when Petitioner subdivides or develops the Property, whichever comes first. The amount of shares to be provided shall be based on the total acreage of the Property, regardless of any subdivision.

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

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

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

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

2.4.1. 9600 North.

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

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

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

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

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

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

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

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

2.5. Lehi Irrigation Ditch. Petitioner shall work with the Lehi Irrigation Company to pipe or fill the Lehi Irrigation ditch located on the northwest corner of the Property. The decision

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

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

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

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

5. Reserved Legislative Powers.

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

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

relates to any legislative act contemplated or undertaken in connection with this Agreement. In the case of a successful initiative, referendum, or challenge, this Agreement and the approval of the Annexation shall voided.

6. Compliance with City Requirements and Standards. Unless otherwise expressly provided in this Agreement, Petitioner acknowledges that nothing in this Agreement will be deemed to relieve Petitioner from its obligations to comply with all applicable requirements, standards, specifications, drawings, regulations, policies, resolutions, and ordinances of the City for development of the Property and recordation of subdivision plats, including those related to the payment of unpaid fees, the approval of site plans or plats, the approval of building permits and construction permits, the construction and installation of public infrastructure, and the providing of completion and warranty assurances.

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

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

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

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

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

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

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

12. Other Miscellaneous Terms.

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

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

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

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

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

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

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

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

12.9. Notices. Any notice, demand or document which any party is required to be in writing, and may be personally delivered or given or made by United States registered or

certified mail, return receipt requested, or by overnight delivery service (e.g., Federal Express), addressed as follows:

To the City:

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

To the Petitioner:

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

~~SIGNATURE PAGES TO FOLLOW~~

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

HIGHLAND CITY

By: 
Mayor Kurt Ostler

ATTEST:

By: 
City Recorder Stephannie Cottle

STATE OF UTAH)
: ss
County of Utah)

On the 2 day of October, 2024, personally appeared before me, Kurt Ostler, the Mayor of Highland City, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

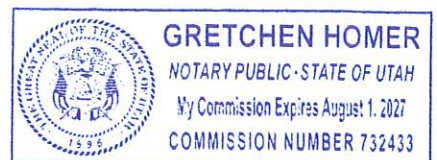

NOTARY PUBLIC



STATE OF UTAH)
: ss
County of Utah)

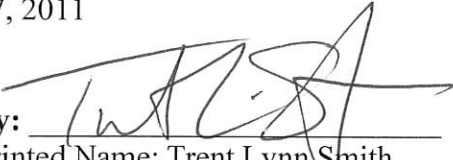
On the 2 day of October, 2024, personally appeared before me, Stephannie Cottle, the City Recorder of Highland City, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.


NOTARY PUBLIC



PETITIONER

TRENT LYNN SMITH, trustee of the LESCO IRREVOCABLE TRUST DATED FEBRUARY 17, 2011

By: 
 Printed Name: Trent Lynn Smith
 Title: Trustee

STATE OF UTAH)
 : ss
 County of UT)

On the 9 day of October, 2024, personally appeared before me, Trent Lynn Smith, the Trustee of Petitioner, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.



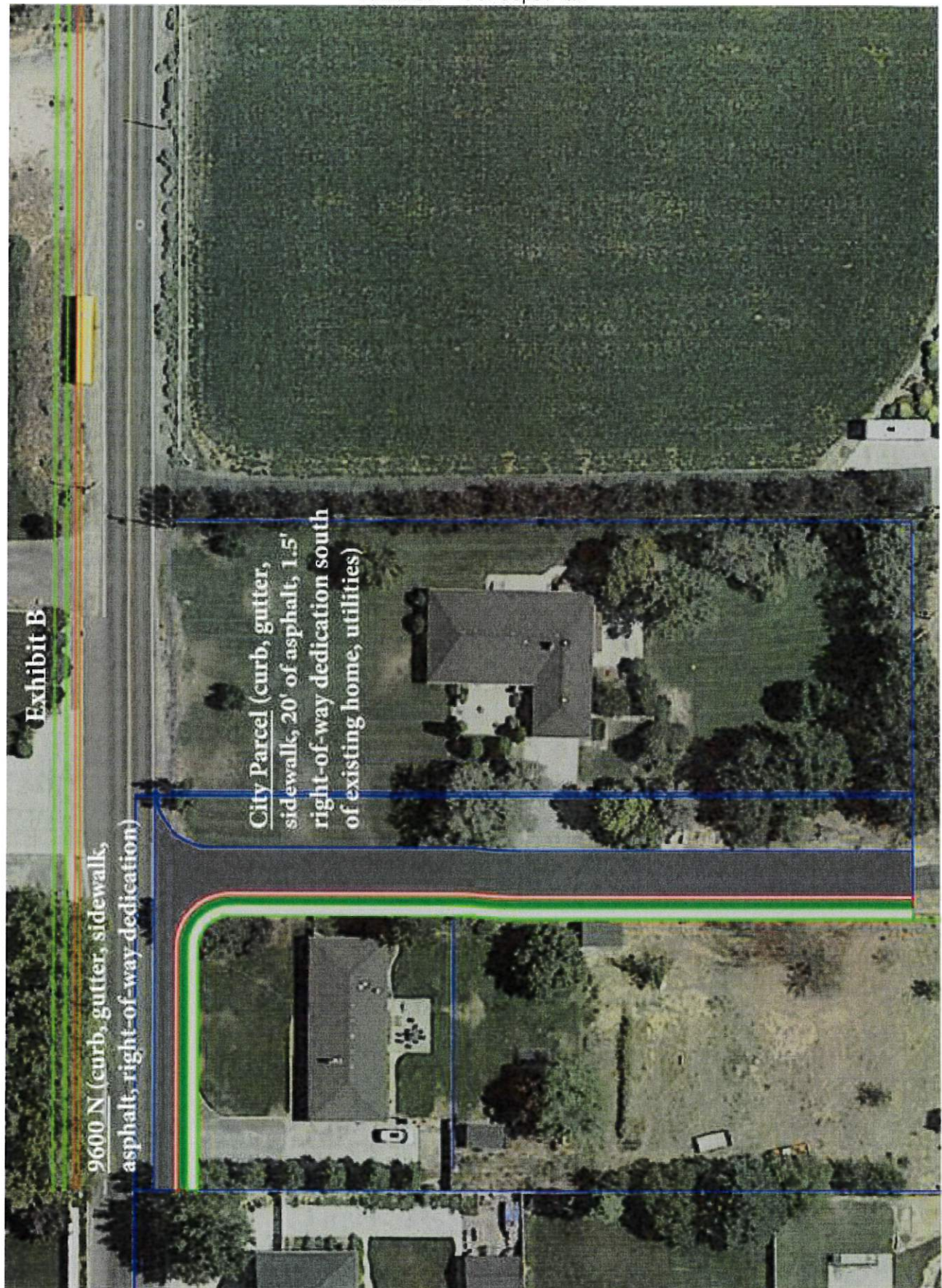

 NOTARY PUBLIC

Exhibit A

Legal Description of the Property

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

Area 1.125 AC





CITY COUNCIL AGENDA REPORT

ITEM #6a

DATE: November 12, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Chris Trusty, City Engineer/Public Works Director
SUBJECT: Fire Station Driveway Bid
TYPE: General City Management

PURPOSE:

The City Council will consider Fire Station driveway and parking lot improvements.

STAFF RECOMMENDATION:

Staff recommends that we move forward in deciding the best option for the fire station driveway and parking lot improvements.

PRIOR COUNCIL DIRECTION:

City Council approved a budget amount of \$100,000 in FY2025

BACKGROUND:

The fire station parking lot is deteriorating significantly, showing signs of cracks, corrosion, scaling, spalling, and popouts. Additionally, the current turn radius into the garage is causing excessive wear on the fire truck tires. To address these issues, the parking lot requires complete reconstruction, including widening to better accommodate the fire trucks. Originally, staff provided an estimate to reconstruct the parking lot of \$100,000 to have a placeholder in the city budget. Now that a design has been generated and quantities calculated, it is apparent that actual costs will be much more expensive. Staff worked with the design consultant to look at alternative construction methods to reduce some of the costs. City staff are looking for direction from the City Council on how they would like to proceed. Costs are expected to be between \$280,000 and \$340,000 based on engineer estimates for the improvements. We do believe some of the costs could be reduced by City staff doing the demo work for the project, which is valued at \$75,400.

The staff recommendation is to move forward with the all-concrete layout. Concrete is more durable than asphalt and would look better than the asphalt parking and concrete driveway option.

FISCAL IMPACT:

Depending on how the Council wishes to proceed, additional funding would be required to cover additional costs. Funding for this expense is included within the FY 2024/2025 budget at \$100,000.00 in GL 42-40-65. Any additional funding would likely come from the city's general fund balance for the difference in cost.

MOTION:

I move that City Council approve that we move forward on the Fire Station parking improvements.

(select option)

ATTACHMENTS:

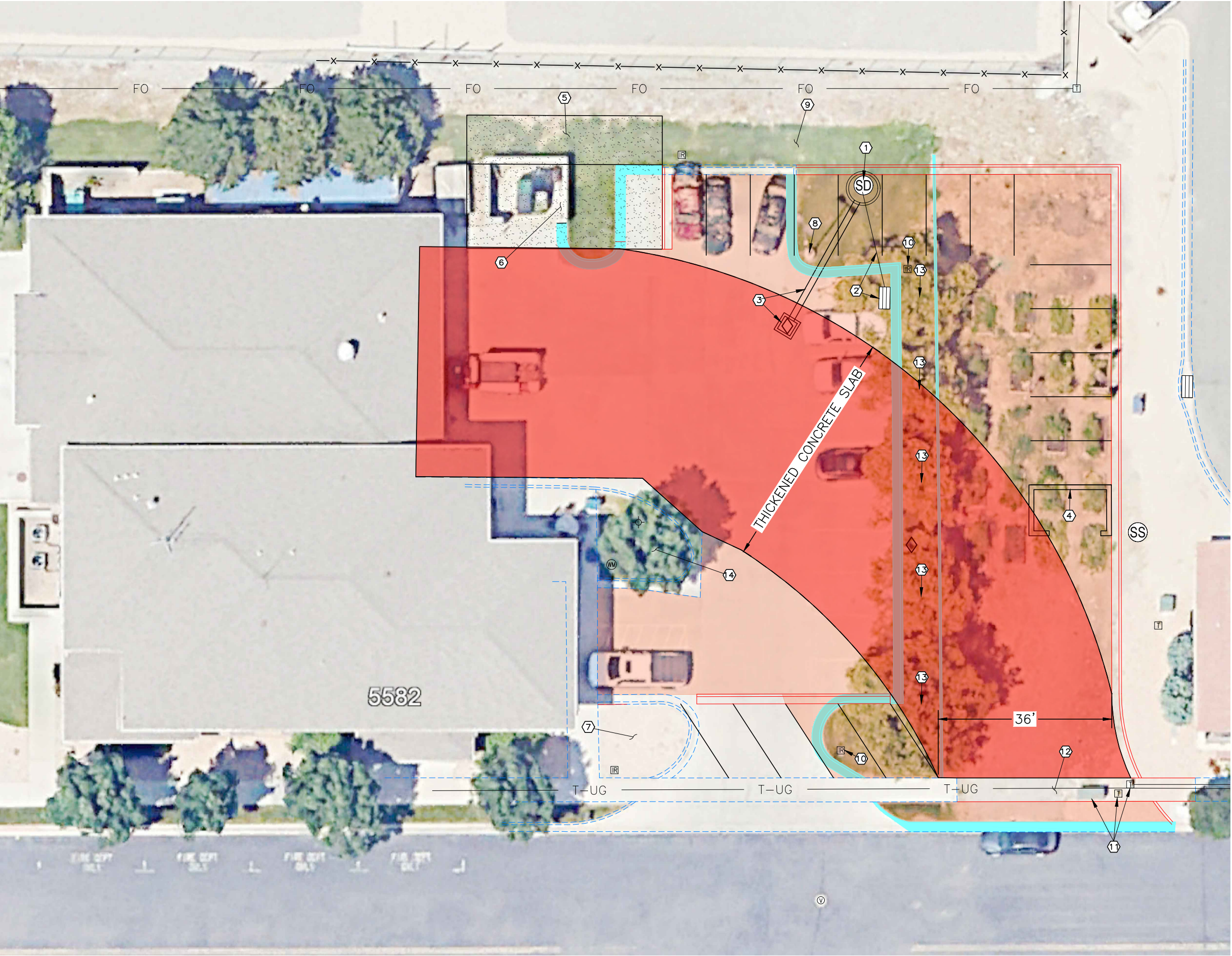
1. Fire Station Parking Lot Cost Estimate 10-21-24
2. Fire Station Parking Lot - 9-24-24

HIGHLAND CITY
FIRE STATION PARKING LOT IMPROVEMENTS
Engineer Opinion of Probable Costs

	Unit	Unit Price	Quantity	Total Price
ALL CONCRETE PARKING AREA				
Demo All Existing Concrete Parking Area	SF	\$ 10	7540	\$ 75,400
7.5" Thickened Concrete for Fire Truck Access	SF	\$ 15	7950	\$ 119,250
4" Standard Concrete Parking Lot	SF	\$ 8	5610	\$ 44,880
New Curb/Gutter	LF	\$ 60	216	\$ 12,960
Miscellaneous Site Improvements	LS	\$ 30,000	1	\$ 30,000
20% Contingency	LS	\$ 56,498	1	\$ 56,498
Total for All Concrete Parking Area				\$ 338,988

	Unit	Unit Price	Quantity	Total Price
ALL ASPHALT PARKING AREA				
Demo All Existing Concrete Parking Area	SF	\$ 10	7540	\$ 75,400
6" Thickened Asphalt for Fire Truck Access	SF	\$ 10	7720	\$ 77,200
3.5" Standard Asphalt Parking Lot	SF	\$ 6	5610	\$ 33,660
6" Thickened Concrete Driveway Approach	SF	\$ 15	235	\$ 3,525
New Curb/Gutter	LF	\$ 60	216	\$ 12,960
Miscellaneous Site Improvements	LS	\$ 30,000	1	\$ 30,000
20% Contingency	LS	\$ 46,549	1	\$ 46,549
Total for All Asphalt Parking Area				\$ 279,294

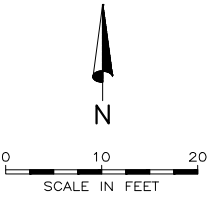
	Unit	Unit Price	Quantity	Total Price
MIXED ASPHALT/CONCRETE PARKING AREA				
Demo All Existing Concrete Parking Area	SF	\$ 10	7540	\$ 75,400
7.5" Thickened Concrete for Fire Truck Access	SF	\$ 15	7950	\$ 119,250
3.5" Standard Asphalt Parking Lot	SF	\$ 6	5610	\$ 33,660
New Curb/Gutter	LF	\$ 60	216	\$ 12,960
Miscellaneous Site Improvements	LS	\$ 30,000	1	\$ 30,000
20% Contingency	LS	\$ 54,254	1	\$ 54,254
Total for Mixed Asphalt/Concrete Parking Area				\$ 325,524



LEGEND

- EXISTING CURB/GUTTER/SIDEWALK
- EXISTING CURB/GUTTER/SIDEWALK TO BE REMOVED
- NEW CURB/GUTTER/SIDEWALK
- NEW CONCRETE PARKING LOT
- NEW ASPHALT PARKING LOT

- ① REMOVE TOP SECTION OF EXISTING SUMP MANHOLE TO MATCH NEW GRADE
- ② REMOVE EXISTING INLET BOX AND STORM DRAIN PIPE
- ③ INSTALL NEW INLET BOX AND STORM DRAIN PIPE
- ④ NEW LOCATION FOR DUMPSTER ENCLOSURE
- ⑤ REPLACE SOD WITH GRAVEL LANDSCAPING
- ⑥ NEW GRAVEL PAD FOR CON-EX CONTAINER
- ⑦ EXISTING ROCK LANDSCAPED ISLAND TO REMAIN
- ⑧ RELOCATE EXISTING STREET LIGHT TO THE NORTH
- ⑨ EXISTING SOD TO REMAIN
- ⑩ ABANDON EXISTING SPRINKLER CONTROL VALVE
- ⑪ EXISTING ELECTRICAL AND TELEPHONE BOXES TO BE RELOCATED
- ⑫ CONNECT EXISTING SIDEWALKS
- ⑬ REMOVE EXISTING TREE
- ⑭ EXISTING LANDSCAPED ISLAND TO REMAIN





CITY COUNCIL AGENDA REPORT

ITEM #6b

DATE: November 12, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Fire Sprinklers For Homes Over 10,000 sq ft
TYPE: Municipal Code Update (Legislative)

PURPOSE:

The City Council will give direction on whether to require fire sprinklers in certain single-family residential homes.

STAFF RECOMMENDATION:

Staff recommends requiring fire sprinklers in at least certain homes over 10,000 square feet.

PRIOR COUNCIL DIRECTION:

No prior council direction related to fire sprinklers. The Council in 2021 updated the City's municipal code to reflect that the City adopts and follows the current state fire code.

BACKGROUND:

Under the current state fire code act, Utah Code 15A-5-203, cities may require that certain single family home construction include automatic fire sprinklers. However, the requirement for fire sprinklers is not automatic; the state fire code states that cities "may require an automatic sprinkler system for the structure only by ordinance and only if any of the following conditions exist...." So unless the Council adopts an ordinance, fire sprinklers are not required for single family homes. The conditions under state law in which the City can require sprinklers are:

- When the home is in the urban-wildland interface area;
- Where fire hydrants do not exist nearby;
- Where the only fire apparatus access road has a grade greater than 10% for more than 500 continual feet;
- Where the home is over 10,000 square feet; and
- Where the home is double the average size of other homes in the subdivision under 10,000 square feet.

Staff had previously understood the requirement for fire sprinklers in single family homes over 10,000 square feet to be an automatic requirement of state fire code. However, after an objection from a home builder, staff became aware that this requirement is optional, and unless the Council adopts a specific ordinance, the building and fire department cannot require that a home has fire sprinklers.

Staff recommends adopting an ordinance to require automatic fire sprinklers in certain homes. It appears that most adjacent cities have adopted an ordinance specifically requiring fire sprinklers in larger homes

or have adopted standards that incorporate sprinkler requirements, such as urban-wildland interface fire code requirements.

The recommendation from the Fire Department is to adopt an ordinance that would mirror state code, requiring fire sprinklers in all of the listed conditions. The Building Division was open to a narrower ordinance that required all listed conditions, except that they would be required for homes over 10,000 square feet unless the home demonstrates that there is adequate fire flow to adjacent fire hydrants. This approach would be similar to the ordinance [adopted by Lehi](#) (requiring fire sprinklers if "The water supply to the structure does not provide at least one thousand (1,000) gallons per minute fire flow for a minimum of thirty (30) minutes, if the total square foot living space exceeds ten thousand (10,000) square feet.").

Staff is looking for direction from the City Council on whether the Council would like to require fire sprinklers for single-family home construction and, if so, in what circumstances.

FISCAL IMPACT:

MOTION:

Discussion only

ATTACHMENTS:



CITY COUNCIL AGENDA REPORT

ITEM #6c

DATE: November 12, 2024
TO: Honorable Mayor and Members of the City Council
FROM: David Mortensen, Finance Director
SUBJECT: Sewer Rate Increase
TYPE: General City Management

PURPOSE:

The City Council will consider options for sewer rate increases in response to increases previously made and additional increases that are expected to be made to Timpanogos Special Service District (TSSD) rates by the TSSD Board.

STAFF RECOMMENDATION:

N/A

PRIOR COUNCIL DIRECTION:

On October 15, 2024 Council held a work session regarding proposed sewer rate increases. A presentation with the administration's recommendation was given by Fred Philpot with LRB Public Finance Advisors (LRB), the City's financial advisor, who has been working on the sewer rate study for the past several months. After considering the proposed increases, Council asked staff to prepare and present additional options, including a phased-in approach for the increase, as well as looking at what increases would be required if a lower "days of cash on hand" target of 270 days was used in the rate study model rather than the previously presented 365 days.

BACKGROUND:

In January 2024, TSSD increased their user rates by 40%. In January 2025, TSSD is expected to increase their rate again by 15%. Due to these increases, Highland City needs to adjust sewer rates charged to the residents of Highland in order to keep the sewer fund healthy and to be able to continue providing sewer collection and treatment services for residents. City staff engaged LRB, the City's financial advisor, in a sewer rate study that has taken place over the last few months. The discussion today will be a continuation of the discussion that began at the October 15, 2024 work session where LRB and administration's original proposal was presented. LRB has put together additional options to present and discuss. It is anticipated that the Council will choose one of these options and take action to approve the new rates at the December 3, 2024 Council Meeting. The changes would be effective January 1, 2025.

FISCAL IMPACT:

The increased rates are intended to offset the increased cost of sewer treatment charged to the City by TSSD, and would establish and maintain a healthy amount of "days of cash on hand" for the Sewer Fund to ensure that sewer treatment services including personnel, equipment, repair/maintenance, and required future upgrades can continue to be provided to the residents of Highland.

MOTION:

N/A

ATTACHMENTS: