



HIGHLAND CITY COUNCIL AGENDA

TUESDAY, JULY 2, 2024

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

VIRTUAL PARTICIPATION

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

 Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Brittney P. Bills

Pledge of Allegiance: Mayor Kurt Ostler

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. PRESENTATIONS

a. North Pointe Solid Waste Special Service District - *Neil Schwendiman*

The City Council will hear a presentation from North Pointe Solid Waste Special Service District including the history of the district, services provided, and potential growth and expansion.

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. Library Board Appointments *General City Management*

Kurt Ostler, Mayor, Donna Cardon, Library Director

The City Council will consider reappointing existing Library Board members whose seats expire this year.

4. ACTION ITEMS

a. PUBLIC HEARING: School District Public Hearing *General City Management*

Brittney Bills, Council Member, Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will conduct a public hearing regarding the proposal to create a "central" school district (Alpine, American Fork, Cedar Hills, Draper, Highland, Lehi) from Alpine School District.

b. PUBLIC HEARING/ORDINANCE: Fence Regulations: Trail Corridors, Collector Roads, and Retaining Walls *Development Code Update (Legislative)*

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will hold a public hearing and consider potential amendments to the City's fencing and retaining wall regulations.

- c. **PUBLIC HEARING/ORDINANCE: Swimming Pool Regulation Amendments Land Use (Legislative)**
Rob Patterson, City Attorney/Planning & Zoning Administrator
 The City Council will consider amendments to swimming pool regulations related to setbacks and fencing requirements.
- d. **PUBLIC HEARING/ORDINANCE: Residential Conditional Use Amendments Land Use (Legislative)**
Rob Patterson, City Attorney/Planning & Zoning Administrator
 The City Council will consider amendments to conditional uses within residential zones and general conditional use requirements.
- e. **ACTION: Mountain Ridge Park - Phase 2 Amenities General City Management**
Andy Spencer, City Engineer/Public Works Director
 The City Council will consider authorizing the following items for the Mountain Ridge Park Improvements: Ninja course, Stage Foundation, Shades for Baseball Bleachers, Futsol Fence, 5600 West Fencing, Additional Security Cameras, Conduits for Future Lighting, Baseball Field Maintenance Building, and the associated landscape repairs.
- f. **ACTION: 6000 W Pump Station Road and Trail Improvements General City Management**
Andy Spencer, City Engineer/Public Works Director
 The City Council will consider approving the additional roadway and trail improvements associated with the 6000 West Pressurized Irrigation (PI) Pump Station project.

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: Alpine Highway Fence Replacement Program General City Management**
Rob Patterson, City Attorney/Planning & Zoning Administrator
 The City Council will consider options for a fence design and contractor to replace the Alpine Highway fence and consider approving the creation of a reimbursement/grant program for the replacement of the Alpine Highway fence.
- b. **ACTION: Vehicle Purchase General City Management**
Andy Spencer, City Engineer/Public Works Director
 The City Council will consider approving the purchase of two vehicles, one for the parks division and one for the community development department.

6. DISCUSSION ITEMS

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

- a. **Campaign Finance Regulations Municipal Code Update (Legislative)**
Ron Campbell, Council Member, Rob Patterson, City Attorney/Planning & Zoning Administrator
 The Council will discuss the potential for additional regulations related to municipal candidate campaign financing.

7. COMMUNICATION ITEMS

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

- a. **Urban Deer Program Stephannie Cottle, City Recorder**
- b. **Right of Way Permit Regulations and Driveway Connections Andy Spencer, City Engineer/Public Works Director**

- c. **Officer Residency Requirement** *Rob Patterson, City Attorney/Planning & Zoning Administrator*
- d. **DR Horton - Highland Blvd Improvements** *Andy Spencer, City Engineer/Public Works Director*
- e. **Accessory Structures Restrictions and Ridgeview PD** *Scott Smith, Council Member, Rob Patterson, City Attorney/Planning & Zoning Administrator*
- f. **Sign Code** *Kurt Ostler, Mayor, Rob Patterson, City Attorney/Planning & Zoning Administrator*
- g. **Update on Traffic Calming Toolbox Implementation** *Andy Spencer, City Engineer/Public Works Director*
- h. **Council Policies and Procedures & Annual Conflict of Interest Statements** *Erin Wells, City Administrator*
- i. **Community Development Update** *Jay Baughman, Assistant City Administrator/Community Development Director, Rob Patterson, City Attorney/Planning & Zoning Administrator*

8. CLOSED SESSION

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

ADJOURNMENT

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

ELECTRONIC PARTICIPATION

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

CERTIFICATE OF POSTING

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

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

Posted and dated this agenda on the 27th day of June, 2024

Stephannie Cottle, CMC, City Recorder

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

ITEM #3a

DATE: July 2, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Kurt Ostler, Mayor, Donna Cardon, Library Director
SUBJECT: Library Board Appointments
TYPE: General City Management

PURPOSE:

The City Council will consider reappointing existing Library Board members whose seats expire this year.

STAFF RECOMMENDATION:

Staff recommends that the City Council reappoint Lynns Lonsdale and Amy Brinton to the Library Board.

PRIOR COUNCIL DIRECTION:

No prior direction.

BACKGROUND:

Library Board members are appointed for three-year terms and can hold two consecutive terms in a row. (Utah Code 9-7-403) This year seats 4 and 5, held by Amy Brinton and Lynn Lonsdale, are expiring. Ms Lonsdale has completed her first full term and is eligible to complete another term. Ms Brinton is finishing a term vacated by Claude Jones in 2022 and is eligible to begin her first full term.

The Library Board met on May 23, 2024, and unanimously voted to recommend to the Mayor that Board members Brinton and Lonsdale be reappointed to the Library Board. Mayor Ostler considered their recommendation and has agreed to present their names to the City Council for reappointment.

FISCAL IMPACT:

No fiscal impact.

MOTION:

I move that City Council reappoint Amy Brinton to seat 4 and Lynn Lonsdale to seat 5 on the Highland City Library Board.

ATTACHMENTS:



CITY COUNCIL AGENDA REPORT

ITEM #4a

DATE: July 2, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Brittney Bills, Council Member, Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: School District Public Hearing
TYPE: General City Management

PURPOSE:

The City Council will conduct a public hearing regarding the proposal to create a "central" school district (Alpine, American Fork, Cedar Hills, Draper, Highland, Lehi) from Alpine School District.

STAFF RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing regarding the proposed district split.

PRIOR COUNCIL DIRECTION:

On April 16, 2024, the City Council briefly discussed the then-ongoing discussions by the western north Utah County cities (Eagle Mountain, Saratoga Springs, Fairfield, Cedar Fort) to potentially create a new school district from Alpine School District, and the possibility that the central north Utah County cities (Alpine, American Fork, Cedar Hills, Draper, Highland Lehi) would do the same.

On April 29, 2024, the City Council met to receive a report regarding the potential impacts and feasibility of creating a new school district with the central north Utah County cities. This report was based on the study performed at the request of Alpine School District, and it presented multiple feasible options for splitting and reconfiguring Alpine School District, including the possibility of a three-way split with the western cities and central cities each forming a new school district. After receiving and discussing this report, the City Council voted to enter into an interlocal agreement with the other central cities to pursue the potential of a new, central school district. The City Council discussed that the primary reason for doing so was to give Highland residents the most options possible. Because it is very likely that the western cities will form a new district, the remaining question was and is whether the central cities will remain with Alpine School District or form a third school district. The only way to allow the residents of Highland and the other central cities to vote on that issue was to proceed with the interlocal agreement.

Each of the other central cities also voted on April 29, 2024, to enter into the interlocal agreement

On April 30, 2024, the central cities filed a formal proposal with the Utah County Clerk to create a new school district. This proposal does not mean that the decision to create the district has been made. The filing of the proposal simply started the process of putting the creation of the third school district on the ballot for a vote.

After April 30, 2024, the central cities worked together to hire a consultant to perform a feasibility

analysis. The cities hired LRB Public Finance Advisors (formerly Lewis Young Robertson Burningham) to perform that analysis.

On June 18, 2024, the city councils of each of the six central cities met in the Highland City council chamber to receive a report and recommendation from LRB. After discussing the supporting data and the two methodologies for analyzing the data, LRB made the recommendation that the creation of the central school district was financially viable. The conclusion of the report provides, "In conclusion, based on this analysis, we are of the opinion that the new school district is a viable alternative to the existing school district, providing the following benefits: • Potential tax savings relative to ASD. • The opportunity for more localized control. • Allow the Central District greater control to meet the needs of students in the New District."

That meeting and the presentation can be watched online here:

https://www.youtube.com/watch?v=_86t3NXYrJs

The full feasibility study is attached to this report, and both the study and the presentation given to the cities can be found online here: <https://centralschooldistrict.org/resources/>

BACKGROUND:

Under Utah State law, cities can join together by way of an "interlocal cooperation agreement" to propose the creation of a new school district. The central north Utah County cities, consisting of Alpine, American Fork, Cedar Hills, the portion of Draper within Utah County, Highland, and Lehi, have entered into an interlocal agreement and started the process of creating a new school district. Before the district can be created, however, there are many steps that the cities must follow. Most importantly for this meeting, each city must hold at least two public hearings regarding the proposed school district. Highland City's public hearings are on July 2, 2024, and July 16, 2024. All of the cities' hearings are as follows:

- **July 2, 7 p.m.** | Highland City Council Chambers – Highland City Public Hearing #1
- **July 2, 7 p.m.** | Draper Council Chambers – Draper City Public Hearing #1
- **July 9, 6 p.m.** | American Fork City Hall – American Fork Public Hearing #1
- **July 9, 6 p.m.** | Alpine City Hall – Alpine City Public Hearing #1
- **July 9, 6 p.m.** | Lehi City Council Chambers – Lehi City Public Hearing #1
- **July 16, 6 p.m.** | Community Recreation Center – Cedar Hills Public Hearing #1
- **July 16, 7 p.m.** | Draper Council Chambers – Draper City Public Hearing #2
- **July 16, 7 p.m.** | Highland City Council Chambers – Highland City Public Hearing #2
- **July 23, 6 p.m.** | American Fork City Hall – American Fork Public Hearing #2
- **July 23, 6 p.m.** | Alpine City Hall – Alpine City Public Hearing #2
- **July 23, 6 p.m.** | Lehi City Council Chambers – Lehi City Public Hearing #2
- **July 30, 5 p.m.** | Community Recreation Center – Cedar Hills Public Hearing #2

Residents and other interested persons can attend these hearings in person and can also submit comments and find additional information online at <https://centralschooldistrict.org/>

After the cities each hold two public hearings, the cities must then decide whether to put the creation of the central school district on the ballot. The cities do not directly decide whether to create the district. That decision is left to the voters to decide. Currently, it is anticipated that the cities will decide on August 6, 2024, whether to put the central school district on the ballot. If they do, then the voters within the proposed school district's boundaries will vote on whether to create a new, central school district in the November 2024 election. The new school district will only be created if the voters approve vote in

favor of it. If the voters do not, then the central cities will remain within Alpine School District.

If the new school district is formed, a new school board would be elected in November 2025, and that new board would, beginning July 2027, take over the education of the students in the central district. The new school board would ultimately decide the name of the new district as well as make decisions related to program offerings, staff wage and benefits, district funding, facilities, and all other district functions.

FISCAL IMPACT:

Public hearing only - no action to be taken.

MOTION:

Public hearing only - no action to be taken.

ATTACHMENTS:

1. LRB Feasibility Study

MEMORANDUM

To: David Bunker, David Dobbins, Chandler Goodwin, Shane Sorensen, Jason Walker, Erin Wells
From: LRB Public Finance Advisors
Date: June 18, 2024
RE: New Central School District Feasibility Study Findings

Pursuant to UCA 53G-3-301.4(7)(b), LRB was commissioned to assess the financial viability, the financial impact, and the tax impact of the creation of a new school district made up of the municipal boundaries of Lehi, Highland, Alpine, Cedar Hills, American Fork, and the portion of Draper that is within Utah County (the New Central District). This analysis focuses primarily on the impacts of creating a new school district and reviewing the impacts to major funds including the General Fund, Capital Projects Fund and Debt Service Fund. It outlines projections based on reasonable assumptions and available data from Alpine School District (ASD), the Utah State Board of Education (USBE) and other sources. This report also includes projections regarding start-up costs and the potential for new capital facilities as currently contemplated by ASD. The financial analysis concludes by outlining the tax burden on property owners within the proposed new school district.

This study assumes that a new district consisting of the municipalities of Eagle Mountain, Saratoga Springs, Cedar Fort, and Fairfield (the New West District) will be created, as the New West District has entered into an Interlocal Agreement to begin the creation of a new school district.¹ Therefore, the Reorganized District in this study includes the cities of Lindon, Orem, Vineyard, and Pleasant Grove.

BASE FINANCIAL ASSUMPTIONS

The enrollment projections developed use FY 2023 projected enrollment growth from ASD as the base. For purposes of determining the projected enrollment, LRB evaluated historic enrollment data from ASD for each City within ASD and applied an annual average growth rate (AAGR) to subsequent years that aligns with those findings.

The ratio of enrollment for each district was used to forecast weighted pupil units (WPU). The number of WPUs provided to each school district within the State is based on number of students enrolled, number of special education students, and other weighted factors. Beginning in 2025, the forecasted WPUs are calculated based on an historic average of 0.996 WPUs per student (calculated using WPU data from ASD FY 2024 estimates). WPUs are calculated for each district based on percent enrollment and average WPUs per student.

TABLE 1.1: ENROLLMENT AND WPU PROJECTIONS

FISCAL YEAR	ASD (AS CURRENTLY CONSTITUTED)		NEW CENTRAL DISTRICT		REORGANIZED ^[2] ASD		NEW CENTRAL DISTRICT % OF TOTAL	REORGANIZED DISTRICT % OF TOTAL
	ENROLLMENT	WPUs	ENROLLMENT	WPUs	ENROLLMENT	WPUs		
2023 ^[1]	84,668	81,170	34,812	33,374	25,672	24,611	41.12%	30.32%
2024	84,250	83,939	34,606	34,478	24,964	24,872	41.08%	29.63%
2025	85,252	84,937	35,078	34,948	24,632	24,542	41.15%	28.89%
2026	86,323	86,005	35,579	35,448	24,311	24,221	41.22%	28.16%
2027	87,466	87,144	36,111	35,978	24,000	23,911	41.29%	27.44%

¹ Saratoga Springs. (May 21, 2024). *Notice of the Possible Creation of a New School District, Receipt of Feasibility Studies, the Beginning of a 45-Day Public Comment Period, and Public Hearings with the City Council*. <https://www.saratogasprings-ut.gov/492/Public-Notices>

FISCAL YEAR	ASD (AS CURRENTLY CONSTITUTED)		NEW CENTRAL DISTRICT		REORGANIZED ^[2] ASD		NEW CENTRAL DISTRICT % OF TOTAL	REORGANIZED DISTRICT % OF TOTAL
	ENROLLMENT	WPUs	ENROLLMENT	WPUs	ENROLLMENT	WPUs		
2028	88,682	88,355	36,674	36,539	23,698	23,610	41.35%	26.72%
2029	89,973	89,641	37,269	37,131	23,405	23,319	41.42%	26.01%

^[1] Projections reflect ASD projections (see *Alpine School District Reconfiguration Data, May 8, 2024*).

^[2] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

Taxable value is fundamental to projections of future fiscal impact on the New Central District and the division of assets and liabilities, including debt. Taxable value forms the basis for local revenues, as well as the ability of a district to bond for capital infrastructure.² Based on historic certified tax rate data for Lehi, Highland, Alpine, Cedar Hills, American Fork, and the portion of Draper, this analysis assumes the New Central District would experience an estimated three percent new growth multiplier, with the Reorganized District at 0.5 percent. To determine taxable value growth for ASD, new growth from the New Central District, New West District (Eagle Mountain, Saratoga Springs, Cedar Fort, and Fairfield) and the Reorganized District were added together to reflect total new growth for ASD. Based on these assumptions, it is estimated that the New Central District's taxable value will slightly decrease from 45 percent of the taxable value in 2025 to 44 percent by 2029, due to higher projected growth in the New West District.

TABLE 1.2: FORECASTED TAXABLE VALUE

FISCAL YEAR	ASD	NEW CENTRAL DISTRICT	REORGANIZED ^[1] ASD	NEW CENTRAL DISTRICT % OF TOTAL	REORGANIZED DISTRICT % OF TOTAL
2025	\$55,064,613,951	\$24,662,757,432	\$18,940,115,371	45%	34%
2026	\$56,816,136,543	\$25,402,640,155	\$19,034,815,948	45%	34%
2027	\$58,663,684,263	\$26,164,719,359	\$19,129,990,028	45%	33%
2028	\$60,613,793,784	\$26,949,660,940	\$19,225,639,978	44%	32%
2029	\$62,673,491,241	\$27,758,150,768	\$19,321,768,178	44%	31%
AAGR	3.29%	3.00%	0.50%		

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

A comparison of the taxable value per student illustrates that the New Central District is slightly higher than projected for the Reorganized ASD. The higher taxable value will provide the New Central District with more local revenues per pupil but will impact to some degree some decrease in State revenues relative to ASD, as discussed in the General Fund analysis of this report.

TABLE 1.3: COMPARISON OF TAXABLE VALUE RATIOS (FY 2023)

	TOTAL VALUE	TV % OF TOTAL	ENROLLMENT	% ENROLLMENT	TV PER STUDENT
ASD	\$50,111,489,706	100%	84,668	100%	\$591,859
New Central District	\$23,247,014,263	46%	34,812	41%	\$667,787
Reorganized ASD ^[1]	\$17,037,879,808	34%	25,672	30%	\$663,676

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

GENERAL FUND ANALYSIS

The General Fund includes all financial resources necessary for the general operation of the District, including instructional employment costs (72 percent of the 2024 budget). The General Fund is comprised of three major revenue sources: local, state and federal. Local funding is generated through the property taxes collected by

² UCA 53G-3-307(3)

the County. State Funds are distributed based on WPU assumptions and federal funds are earmarked for special purposes such as special education, special programs, vocational education, and nutrition services.

As a ratio of local revenues per pupil, the New Central District is projected to receive higher local revenues per pupil than the other scenarios due to a higher taxable value per student. It is anticipated that State funds³ will be decreased to account for increased local revenues as illustrated in Table 1.4.

TABLE 1.4: FORECASTED GENERAL FUND REVENUES

FY	LOCAL REVENUE	STATE REVENUE	STATE ADD-ON	FEDERAL	TOTAL	PER STUDENT					DIFFERENCE FROM ASD
						LOCAL	STATE	STATE ADD-ON	FEDERAL	TOTAL	
ASD											
2025	\$203,639,934	\$542,516,755	\$51,863,517	\$34,492,270	\$832,512,476	\$2,389	\$6,364	\$608	\$405	\$9,765	
2026	\$209,985,402	\$565,798,557	\$53,639,244	\$35,624,369	\$865,047,572	\$2,433	\$6,554	\$621	\$413	\$10,021	
2027	\$216,673,754	\$591,322,675	\$55,842,371	\$36,818,045	\$900,656,845	\$2,477	\$6,761	\$638	\$421	\$10,297	
2028	\$223,728,072	\$618,386,599	\$58,146,958	\$38,076,521	\$938,338,150	\$2,523	\$6,973	\$656	\$429	\$10,581	
2029	\$231,173,158	\$647,085,882	\$60,620,904	\$39,403,198	\$978,283,141	\$2,569	\$7,192	\$674	\$438	\$10,873	
NEW CENTRAL DISTRICT											
2025	\$91,203,898	\$220,728,779	\$22,100,242	\$14,192,223	\$348,225,143	\$2,600	\$6,293	\$630	\$405	\$9,927	\$162
2026	\$93,889,874	\$230,736,753	\$22,903,912	\$14,683,020	\$362,213,558	\$2,639	\$6,485	\$644	\$413	\$10,181	\$159
2027	\$96,656,679	\$241,724,834	\$23,918,653	\$15,200,569	\$377,500,735	\$2,677	\$6,694	\$662	\$421	\$10,454	\$157
2028	\$99,506,747	\$253,408,862	\$25,011,003	\$15,746,270	\$393,672,883	\$2,713	\$6,910	\$682	\$429	\$10,734	\$154
2029	\$102,442,584	\$265,833,418	\$26,213,959	\$16,321,599	\$410,811,559	\$2,749	\$7,133	\$703	\$438	\$11,023	\$150
REORGANIZED DISTRICT ^[1]											
2025	\$70,130,307	\$151,397,116	\$13,038,817	\$9,966,153	\$244,532,393	\$2,847	\$6,146	\$529	\$405	\$9,927	\$162
2026	\$70,539,843	\$153,976,526	\$13,081,693	\$10,032,868	\$247,630,929	\$2,902	\$6,334	\$538	\$413	\$10,186	\$165
2027	\$70,953,586	\$156,876,561	\$13,230,935	\$10,102,433	\$251,163,515	\$2,956	\$6,537	\$551	\$421	\$10,465	\$168
2028	\$71,371,629	\$159,871,121	\$13,387,711	\$10,174,893	\$254,805,354	\$3,012	\$6,746	\$565	\$429	\$10,752	\$171
2029	\$71,794,065	\$162,963,168	\$13,571,294	\$10,250,293	\$258,578,820	\$3,067	\$6,963	\$580	\$438	\$11,048	\$175

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

General fund expenditures for each district scenario have been estimated based on existing ASD budget expenditures. LRB used ASD FY 2024 budget growth rates, analyzed each expenditure function to determine any duplication of expenditures, and apportioned expenditures based on two financial scenarios.

SCENARIO 1

The first financial scenario primarily apportioned general fund expenditures on a percentage of enrollment basis for the following expenditure functions: instruction, student support services, instructional support services, and student transportation services. Operation and maintenance of plant expenditures are apportioned based on the percent of district facilities within each district, with district administration and central support functions primarily being based on the percent of full-time equivalent (FTE) employees, including duplicate administrative facilities. Last, school administration expenditures were determined using the percentage of schools within each district. Under this scenario, the most recent ASD budget estimates were

³ UCA 53F-3

used as the base (FY 2024) and LRB inflated expenditures for subsequent years,⁴ (2.5% for employment costs 1% for other) plus an additional enrollment multiplier based on WPU growth.

TABLE 1.5. GENERAL FUND EXPENSE ASSUMPTIONS COMPARISON

	2024 ENROLLMENT % OF TOTAL	WPU GROWTH MULTIPLIER	CURRENT SCHOOL COUNT % OF TOTAL	CURRENT FACILITIES COUNT % OF TOTAL	ALL FACILITIES COUNT % OF TOTAL	MGT STUDY EXPENSE ALLOCATION
ASD	100%	1.50%	100%	100%	100%	100%
New Central District	41%	1.70%	40%	60%	42%	43%
Reorganized ASD	30%	-1.20%	36%	20%	35%	34%

Under Scenario 1, it is anticipated that the division of ASD could result in a combined duplicated O&M cost of approximately \$4.9M in 2025 for all districts. This is a result of duplicate administrative expenses necessary for multiple districts. For the first financial scenario, the New Central District is projected to have higher per pupil expenditures relative to ASD in the early years. This is a result of the higher ratio of duplicate administrative costs as well as the enrollment multiplier, in which the New Central District has higher projection growth relative to the District as shown in **Table 1.6**.

TABLE 1.6. SCENARIO 1 GENERAL FUND SUMMARY

YEAR	TOTAL GF REVS	GF REVS PER STUDENT	TOTAL GF EXPENDITURES	GF EXPENDITURES PER STUDENT	NET GF	NET GF PER STUDENT
ASD						
2025 ²	\$832,512,476	\$9,765	\$849,702,675	\$9,967	(\$17,190,199)	(\$202)
2026	\$865,047,572	\$10,021	\$881,120,853	\$10,207	(\$16,073,281)	(\$186)
2027	\$900,656,845	\$10,297	\$913,731,490	\$10,447	(\$13,074,645)	(\$149)
2028	\$938,338,150	\$10,581	\$947,580,697	\$10,685	(\$9,242,548)	(\$104)
2029	\$978,283,141	\$10,873	\$982,716,394	\$10,922	(\$4,433,253)	(\$49)
NEW CENTRAL DISTRICT						
2025	\$348,225,143	\$9,927	\$355,054,804	\$10,122	(\$6,829,660)	(\$195)
2026	\$362,213,558	\$10,181	\$368,845,241	\$10,367	(\$6,631,683)	(\$186)
2027	\$377,500,735	\$10,454	\$383,184,751	\$10,611	(\$5,684,016)	(\$157)
2028	\$393,672,883	\$10,734	\$398,095,597	\$10,855	(\$4,422,714)	(\$121)
2029	\$410,811,559	\$11,023	\$413,600,958	\$11,098	(\$2,789,399)	(\$75)
REORGANIZED DISTRICT^[1]						
2025	\$244,532,393	\$9,927	\$251,283,519	\$10,201	(\$6,751,126)	(\$274)
2026	\$247,630,929	\$10,186	\$253,571,859	\$10,430	(\$5,940,929)	(\$244)
2027	\$251,163,515	\$10,465	\$255,890,244	\$10,662	(\$4,726,729)	(\$197)
2028	\$254,805,354	\$10,752	\$258,239,048	\$10,897	(\$3,433,695)	(\$145)
2029	\$258,578,820	\$11,048	\$260,618,648	\$11,135	(\$2,039,828)	(\$87)

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

^[2] ASD begins at a slight deficit due to changes in projected state funding and inflation in General Fund expenses. While ASD may adjust spending to mitigate this funding shortfall for comparison purposes, this analysis assumes the calculated funding and expense when making comparison between scenarios.

⁴ See ASD FY2024 Budget, p. 147 for inflationary increases utilized.

SCENARIO 2

Under the second financial scenario, expenditure functions are largely allocated based on the percentages used in the existing April 2024 MGT Reconfiguration Feasibility Study (see Table 1.5)⁵, with operation and maintenance of plant expenditure functions allocated based on the proportion of total education and district facilities within each district and student transportation services expenditures allocated on an enrollment basis. Similarly, the most recent ASD budget estimates were utilized as the base (FY 2024) and LRB inflated expenditures for subsequent years. However, this scenario does not apply the additional enrollment multiplier based on WPU growth to the expense projections. Instead, new operational and maintenance (O&M) costs were added to the projected cost to capture the additional costs of the proposed school buildings.⁶ New O&M costs were calculated using general fund expenditure by location data from the District.

Under Scenario 2, it is anticipated that the division of ASD could result in a combined duplicated O&M cost of approximately \$6.1M in 2025 for all districts. This is a result of duplicate administrative expenses necessary for multiple districts. Using the MGT allocation methodology, the New Central District is projected to have higher per pupil expenditures relative to ASD in the early years. Similar to the first scenario, this is a result of the higher ratio of duplicate administrative costs as well as the higher ratio of expense apportioned the New Central District as shown in **Table 1.7**.

TABLE 1.7. GENERAL FUND SUMMARY BASED ON MGT ALLOCATION

YEAR	TOTAL GF REVS	GF REVS PER STUDENT	TOTAL GF EXPENDITURES	GF EXPENDITURES PER STUDENT	NET GF	NET GF PER STUDENT
ASD						
2025	\$832,512,476	\$9,765	\$837,145,493	\$9,820	(\$4,633,016)	(\$54)
2026	\$865,047,572	\$10,021	\$877,152,177	\$10,161	(\$12,104,605)	(\$140)
2027	\$900,656,845	\$10,297	\$921,562,814	\$10,536	(\$20,905,970)	(\$239)
2028	\$938,338,150	\$10,581	\$949,871,962	\$10,711	(\$11,533,813)	(\$130)
2029	\$978,283,141	\$10,873	\$970,719,922	\$10,789	\$7,563,219	\$84
NEW CENTRAL DISTRICT						
2025	\$348,225,143	\$9,927	\$357,221,191	\$10,184	(\$8,996,048)	(\$256)
2026	\$362,213,558	\$10,181	\$371,481,067	\$10,441	(\$9,267,509)	(\$260)
2027	\$377,500,735	\$10,454	\$379,541,605	\$10,510	(\$2,040,871)	(\$57)
2028	\$393,672,883	\$10,734	\$387,789,982	\$10,574	\$5,882,901	\$160
2029	\$410,811,559	\$11,023	\$396,230,727	\$10,632	\$14,580,833	\$391
REORGANIZED DISTRICT^[1]						
2025	\$244,532,393	\$9,927	\$265,932,200	\$10,796	(\$21,399,808)	(\$869)
2026	\$247,630,929	\$10,186	\$271,646,582	\$11,174	(\$24,015,653)	(\$988)
2027	\$251,163,515	\$10,465	\$277,493,465	\$11,562	(\$26,329,950)	(\$1,097)
2028	\$254,805,354	\$10,752	\$283,476,037	\$11,962	(\$28,670,684)	(\$1,210)
2029	\$258,578,820	\$11,048	\$289,597,566	\$12,373	(\$31,018,745)	(\$1,325)

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

⁵ District Configuration Information, Alpine School District, <https://alpineschools.org/configuration/>

⁶ It is assumed that increases to O&M expenses due to the construction of new elementary and high schools are accounted for based on the first scenario's methodology based on enrollment. However, to capture the impacts of the new schools on ASD, the New District and the Reorganized District, additional O&M expenses are added to the pro forma for the second scenario.

While the New Central District is projected to have a fund deficit initially upon creation, both financial scenarios presented illustrate the New Central District may overcome the General Fund deficit within the study period or within the 10-year horizon.

CAPITAL PROJECTS ANALYSIS

Based on the current tax levies provided from ASD, LRB projected future capital outlay revenues for each scenario. The Capital Projects Fund can be augmented by state support programs titled Enrollment Growth and Foundation Guarantee. Through these funds, districts with a smaller tax base (per pupil) and higher growth can receive additional support revenues. LRB projected these funds using state allocation formulas provided by the Utah State Board of Education (USBE).

Expenditures are allocated to each district based primarily on the percentage of education buildings within each district, including technical and specialty schools, which are inflated at one percent. Land acquisition, land improvement, building acquisition and construction, and building improvement costs from the ASD budget were removed for future projections to prevent a duplication of costs as the known capital cost were accounted for in the Debt Service Fund (see **Table 1.6**). This results in a positive fund balance within the Capital Projects Fund for each district and thus there is no tax increase within the Capital Projects Fund.

DEBT SERVICE ANALYSIS

The majority of the Debt Service Fund revenues come from local property taxes, with a small portion of revenue coming from interest and other categories. The current ASD Debt Service tax rate is 0.001020. As a result of the Debt Service Fund revenue relying on local property tax, the feasibility of a New Central District will be influenced by the level of debt needed versus the taxable value available to assess the necessary revenues. Thus, the capital facility needs above the capital fund rates combined with each district's taxable value per pupil will likely result in a need to increase the rate necessary for the repayment of debt in the short term within the new school district.

There are three major components included in the analysis of this fund: the allocation of outstanding bonds, new bonding needs as identified by ASD, and start-up costs. Utah Code stipulates the transfer of outstanding debt is based on the adjusted assessed value of the new school district and reorganized district.⁷ For the purposes of this analysis the ratio of total taxable value in the year immediately preceding the creation of the New Central District, which is 2024, is applied to apportion debt to each district scenario. This approach is utilized as opposed to changing the percentage annually based on each district's adjusted assessed value given the uncertainty of future growth. As a result, the New Central District would be responsible for 45 percent of the outstanding debt.

TABLE 1.8: CAPITAL COST INCLUDED IN DEBT SERVICE CALCULATIONS

	ASD	NEW CENTRAL DISTRICT	NEW WEST DISTRICT	REORGANIZED ASD
Start Up Funds	\$0	\$2,556,812	\$10,029,512	\$0
High School Buildings	\$155,000,000	\$0	\$155,000,000	\$0
Middle School Buildings	\$0	\$0	\$0	\$0
Elementary Buildings	\$140,000,000	\$35,000,000	\$105,000,000	\$0
Renovation and Remodel	\$200,000,000	\$75,000,000	\$0	\$125,000,000
Land	\$9,000,000	\$0	\$9,000,000	\$0
Additional Projects	\$8,000,000	\$0	\$8,000,000	\$0

⁷ UCA 53G-3-307(3)(a)(ii)

New bonding in this analysis is based on existing ASD recommendations. ASD identified \$512M in capital needs for the district, with \$110M attributed to the New Central District, \$277M to the New West District, and \$125M to the Reorganized District. Last, start-up costs relative to legal fees, computer system, and moving costs were also identified. It is important to note that \$12.5M in unassigned fund balance from ASD was allocated to each district based on the ratio of enrollment for purposes of funding start-up costs, in which the New Central District makes up 41% of total ASD enrollment.⁸

TABLE 1.9: DEBT SERVICE SUMMARY

YEAR	AUTHORIZED DEBT	PROPOSED NEW DEBT	TOTAL	OBLIGATION PER STUDENT
ASD				
2025	\$68,255,190	\$37,956,410	\$106,211,600	\$1,246
2026	\$46,585,605	\$37,956,410	\$84,542,015	\$979
2027	\$44,711,305	\$37,956,410	\$82,667,715	\$945
2028	\$39,645,005	\$37,956,410	\$77,601,415	\$875
2029	\$39,652,255	\$37,956,410	\$77,608,665	\$863
NEW CENTRAL DISTRICT				
2025	\$30,603,715	\$8,344,243	\$38,947,959	\$1,110
2026	\$20,887,681	\$8,344,243	\$29,231,924	\$822
2027	\$20,047,297	\$8,344,243	\$28,391,540	\$786
2028	\$17,775,710	\$8,344,243	\$26,119,953	\$712
2029	\$17,778,961	\$8,344,243	\$26,123,204	\$701
REORGANIZED DISTRICT^[1]				
2025	\$24,087,199	\$9,266,702	\$33,353,901	\$1,354
2026	\$16,440,021	\$9,266,702	\$25,706,723	\$1,057
2027	\$15,778,582	\$9,266,702	\$25,045,284	\$1,044
2028	\$13,990,689	\$9,266,702	\$23,257,391	\$981
2029	\$13,993,248	\$9,266,702	\$23,259,949	\$994

^[1] Reorganized ASD assumes New West District creation due to the notice to begin the creation of a new school district.

TAX IMPACT

Pursuant to UCA 53G-3-102(4)(a)(ii)(C), the following tables address the tax impact on taxpayers within the boundaries of the proposed New Central District. In summary, this analysis combines the General Fund, Capital Projects Fund, and Debt Service Fund into a comprehensive table based on the tax impact per \$500,000 primary residential home. The tables below show the projected tax rate needed within the three funds analyzed should a district division occur, with both general fund expense scenarios shown in **Tables 1.10** and **1.11**. It is important to note that for the purposes of evaluating impacts, the study assumes a starting period of FY 2025.

TABLE 1.10: NEW CENTRAL DISTRICT GENERAL FUND TAX IMPACT SCENARIO 1

YEAR	TOTAL GF EXPENDITURES	TOTAL REVENUES	NET GENERAL FUND	BASELINE TAX RATE	TAX RATE UNDER ASD	TAX RATE NEEDED	TAX RATE INCREASE
2025	\$355,054,804	\$348,225,143	(\$6,829,660)	0.003495	0.003807	0.003772	(0.000035)
2026	\$368,845,241	\$362,213,558	(\$6,631,683)	0.003495	0.003778	0.003756	(0.000022)
2027	\$383,184,751	\$377,500,735	(\$5,684,016)	0.003495	0.003718	0.003712	(0.000006)
2028	\$398,095,597	\$393,672,883	(\$4,422,714)	0.003495	0.003647	0.003659	0.000012
2029	\$413,600,958	\$410,811,559	(\$2,789,399)	0.003495	0.003566	0.003595	0.000029

⁸ UCA 53G-3-302(4)(b)

TABLE 1.11: NEW CENTRAL DISTRICT GENERAL FUND TAX IMPACT SCENARIO 2

YEAR	TOTAL GF EXPENDITURES	TOTAL REVENUES	NET GENERAL FUND	BASELINE TAX RATE	TAX RATE UNDER ASD	TAX RATE NEEDED	TAX RATE INCREASE
2025	\$357,221,191	\$348,225,143	(\$8,996,048)	0.003495	0.003579	0.003860	0.000281
2026	\$371,481,067	\$362,213,558	(\$9,267,509)	0.003495	0.003708	0.003860	0.000152
2027	\$379,541,605	\$377,500,735	(\$2,040,871)	0.003495	0.003851	0.003573	(0.000278)
2028	\$387,789,982	\$393,672,883	\$5,882,901	0.003495	0.003685	0.003277	(0.000408)
2029	\$396,230,727	\$410,811,559	\$14,580,833	0.003495	0.003374	0.002970	(0.000404)

TABLE 1.12: NEW CENTRAL DISTRICT CAPITAL OUTLAY TAX IMPACT

YEAR	CAPITAL OUTLAY EXPENDS	TOTAL REVENUES	NET CAPITAL OUTLAY	BASELINE TAX RATE	TAX RATE UNDER ASD	TAX RATE NEEDED	TAX RATE INCREASE
2025	\$12,126,565	\$27,220,066	\$15,093,502	0.001065	0.001065	0.001065	-
2026	\$12,189,793	\$27,806,295	\$15,616,502	0.001065	0.001065	0.001065	-
2027	\$12,253,653	\$28,853,578	\$16,599,925	0.001065	0.001065	0.001065	-
2028	\$12,318,152	\$29,835,863	\$17,517,711	0.001065	0.001065	0.001065	-
2029	\$12,383,296	\$30,774,501	\$18,391,205	0.001065	0.001065	0.001065	-

TABLE 1.13: NEW CENTRAL DISTRICT DEBT SERVICE TAX IMPACT

YEAR	TOTAL DEBT	TAXABLE VALUE	TAX RATE UNDER ASD	TAX RATE NEEDED	TOTAL TAX RATE INCREASE
2025	\$38,947,959	\$24,662,757,432	0.0019290	0.0015790	(0.0003500)
2026	\$29,231,924	\$25,402,640,155	0.0014880	0.0011510	(0.0003370)
2027	\$28,391,540	\$26,164,719,359	0.0014090	0.0010850	(0.0003240)
2028	\$26,119,953	\$26,949,660,940	0.0012800	0.0009690	(0.0003110)
2029	\$26,123,204	\$27,758,150,768	0.0012380	0.0009410	(0.0002970)

When all major funds are considered (General Fund, Capital Projects and Debt Service), property owners within the New Central District may experience tax savings under both methodologies. This is primarily driven by the proportional allocation of new capital needs in the New Central District when compared to ASD as a whole.

VIABLE CONCLUSION

In conclusion, based on this analysis, we are of the opinion that the new school district is a viable alternative to the existing school district, providing the following benefits:

- Potential tax savings relative to ASD.
- The opportunity for more localized control.
- Allow the Central District greater control to meet the needs of students in the New District.

TABLE 1.14: NEW CENTRAL DISTRICT TOTAL TAX IMPACT (SCENARIO 1)

YEAR	TOTAL TAX RATE NEEDED	TAX PER HOUSEHOLD (\$500,000 RESIDENTIAL) (ANNUALLY)	TAX PER HOUSEHOLD (MONTHLY)
2025	(0.000385)	(\$105.88)	(\$8.82)
2026	(0.000359)	(\$98.73)	(\$8.23)
2027	(0.000330)	(\$90.75)	(\$7.56)
2028	(0.000299)	(\$82.23)	(\$6.85)
2029	(0.000268)	(\$73.70)	(\$6.14)

TABLE 1.15: NEW CENTRAL DISTRICT TOTAL TAX IMPACT (SCENARIO 2)

YEAR	TAX RATE NEEDED	TAX PER HOUSEHOLD (\$500,000 RESIDENTIAL) (ANNUALLY)	TAX PER HOUSEHOLD (MONTHLY)
2025	(0.000069)	(\$18.98)	(\$1.58)
2026	(0.000185)	(\$50.88)	(\$4.24)
2027	(0.000602)	(\$165.55)	(\$13.80)
2028	(0.000719)	(\$197.73)	(\$16.48)
2029	(0.000701)	(\$192.78)	(\$16.06)

APPENDIX A. EXISTING STUDY COMPARISON – OPERATIONAL COSTS

TABLE: MGT STUDY FINDINGS (BASE YEAR 2023)

DISTRICT	ENROLLMENT	% OF TOTAL ENROLLMENT	TAXABLE VALUE	% OF TOTAL TAXABLE VALUE	GF REVENUE	% OF TOTAL REVENUE	GF EXPENSES	% OF TOTAL EXPENSE	SURPLUS DEFICIT
ASD	84,414	100%	\$49,249,675,861	100%	\$767,657,401	100%	\$754,733,592	100%	\$12,923,809
West District	24,623	29%	\$9,144,295,315	19%	\$223,920,537	29%	\$196,397,796	26%	\$27,522,741
Central District	34,616	41%	\$22,203,419,402	45%	\$314,796,463	41%	\$323,009,732	43%	(\$8,213,269)
Reorganized District	25,175	30%	\$17,901,961,144	36%	\$228,940,402	30%	\$235,326,064	31%	(\$6,385,662)

TABLE: LRB STUDY FINDINGS (BASE YEAR 2024) – FACILITIES METHODOLOGY SCENARIO

DISTRICT	ENROLLMENT	% OF TOTAL ENROLLMENT	TAXABLE VALUE	% OF TOTAL TAXABLE VALUE	GF REVENUE	% OF TOTAL REVENUE	GF EXPENSES	% OF TOTAL EXPENSE	SURPLUS DEFICIT
ASD	84,250	100%	\$53,403,033,918	100%	\$806,124,568	100%	\$819,432,580	100%	(\$13,308,012)
West District	24,680	29%	\$10,612,723,286	20%	\$234,562,463	29%	\$215,543,686	26%	\$19,018,777
Central District	34,606	41%	\$23,944,424,691	45%	\$336,772,813	42%	\$349,678,842	43%	(\$12,906,030)
Reorganized District	24,964	30%	\$18,845,885,941	35%	\$242,817,360	30%	\$260,347,207	32%	(\$17,529,846)

TABLE: LRB STUDY FINDINGS (BASE YEAR 2024) – ENROLLMENT METHODOLOGY SCENARIO

DISTRICT	ENROLLMENT	% OF TOTAL ENROLLMENT	TAXABLE VALUE	% OF TOTAL TAXABLE VALUE	GF REVENUE	% OF TOTAL REVENUE	GF EXPENSES	% OF TOTAL EXPENSE	SURPLUS DEFICIT
ASD	84,250	100%	\$53,403,033,918	100%	\$806,124,568	100%	\$819,432,580	100%	(\$13,308,012)
West District	24,680	29%	\$10,612,723,286	20%	\$234,562,463	29%	\$234,750,930	29%	(\$188,467)
Central District	34,606	41%	\$23,944,424,691	45%	\$336,772,813	42%	\$341,792,052	42%	(\$5,019,239)
Reorganized District	24,964	30%	\$18,845,885,941	35%	\$242,817,360	30%	\$249,024,858	30%	(\$6,207,497)



CITY COUNCIL AGENDA REPORT

ITEM #4b

DATE: July 2, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Fence Regulations: Trail Corridors, Collector Roads, and Retaining Walls
TYPE: Development Code Update (Legislative)

PURPOSE:

The City Council will hold a public hearing and consider potential amendments to the City's fencing and retaining wall regulations.

STAFF RECOMMENDATION:

Staff recommends that the City Council hold a public hearing and adopt and APPROVE their preferred amendments to Section 3-612 of the Development Code.

PRIOR COUNCIL DIRECTION:

On May 7, 2024, the City Council discussed whether to make additional changes to fencing and retaining wall regulations, based on issues that have arisen with enforcing fencing regulations and directed staff to prepare a proposed code amendment for consideration.

On June 11, 2024, the Council took a site tour of various fences and trail areas within the City and discussed options to allow privacy fencing in different trail corridor situations.

On June 18, 2024, the Council opened a public hearing to consider the proposed amendments and continued the item for further consideration, directing staff to break down the proposed amendments into discreet items for more specific review and decision.

BACKGROUND:

The proposed code amendment proposes several changes to the City's fencing regulations, found at [HDC 3-612](#). Many of the changes are clarifications to existing regulations, rather than substantive changes. These clarifications include the following:

- Consolidating definitions
- Removing redundant regulations
- Clarifying the approval process and the ability of the City to approve fence permits with conditions
- Clarifying that theme walls and screen walls remain subject to all standard fence regulations and are generally privacy fences except along trails and open space.
- Using more consistent language for privacy fencing and open-style fencing
- Clarifies that fences and walls are to be located on the applicant's property unless they have the neighbor's written permission. This also applies to construction near City property.

- Clarifies that the distance requirement between retaining walls is measured from back of the lower wall to the front of the higher.
- Clarifies fence height for fences on retaining walls:
 - Privacy fences are limited to a combined wall/fence height of 8 feet from the lower property, with the fence portion still limited to 6 feet from the higher property
 - Open style fences have no combined wall/fence height restriction, but are still limited to 6 feet from the higher property.

The following are more substantive changes:

1. Allows fence posts and monuments to exceed normal fence height by six inches.
2. Modifies the definition of finished grade to exclude improvements that raise the grade only immediately next to a fence/wall (e.g., planters, garden areas)
3. Adds a definition for retaining walls that require the retaining wall to be designed in accordance with engineering practices, building code requirements, or manufacturer specifications, and that portions of a retaining wall not used to retain material are subject to fence regulations (e.g., height). This would address situations where a two-foot retaining wall was constructed with a six-foot fence on top, but there was only one foot of difference in grade.
4. Revises when building permits are required for retaining walls to align with current building code.
5. Allows public entities and public utilities to also use chain link fencing and have some greater flexibility in fencing requirements, as with Highland. However, there is a new proposed requirement that public entities and utilities may be required to use open style fencing adjacent to trail corridors that are less than 30 feet wide. School districts are exempt from City fencing regulations.
6. Changes when fences are allowed to be full six feet of privacy fencing along certain trail corridors (discussed further below).

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing to consider the proposed amendments on May 28, 2024. Three residents/property owners attended the hearing. Two of them asked the Planning Commission to consider changing fence regulations to allow fences along side property lines to be privacy fencing, rather than requiring that the fence either be setback 14 feet from curb or be an open-style fence. The other participant requested the ability to install 8-foot fences along busy roads. A majority of the Commission was supportive of the first resident-proposed change, but not the second.

The Planning Commission voted 6 to 1 to recommend approval of the proposed changes, with three additional changes.

1. The Commission recommended modifying the definition of "fence" to remove vegetation. The Commission expressed that they did not feel that the concerns behind fence height and privacy regulations were not as applicable to vegetation, especially because the City has not had a practice of requiring property owners to cut down or remove fence-like vegetation along property lines that grew above permitted fence heights, though the Commission wanted the City to be more proactive about clearing vegetation that overhang or grow onto trail areas. As recommended by the Commission, subsection 2(a)(ii) would be amended as follows: "**Fences, walls, hedges, and any other combination of plants, shrubs, trees, barriers, structures, or objects that act as a visual or physical screen or barrier.**"
2. The Commission recommended allowing privacy fencing to be installed along side/rear lot lines,

even when adjacent to a public street, if the street is classified as a major collector. As recommended by the Commission, subsection 3(a)(ii) would be amended as follows: "A fence shall be set back a minimum of fourteen (14) feet from the back of curb on all sides that abut a street. This setback may be reduced to be on the property line if the fence is 66% open and is at least six (6) feet from the back of the curb, or if the abutting street is classified as a major collector."

3. Commission supported allowing privacy fences along trail corridors where the property on the other side was publicly owned (Freedom Elementary example), but the Commission also recommended requiring school districts to install vinyl-dipped chain-link fencing along those corridors. However, upon review after the Commission meeting, staff confirmed that the City cannot regulate school district fencing on school property; accordingly, no language is proposed for consideration.

The vote against the recommendation was due to the Commissioner's objection to the change allowing privacy fences to be on side property lines along collector roads. The Commissioner preferred the current standard (open-style fencing along side property lines and privacy fencing being setback at least 14 feet from back of curb). The Commissioner was agreeable to all other proposed changes.

After the Planning Commission Review, staff suggests some minor modifications in order to clean up the revisions based on staff's re-review of the proposed changes:

- 2(a)(vi): Add "or primarily" in phrase, "A fence that is constructed to be fully or primarily opaque throughout the vertical surface area of the fence," to help avoid arguments regarding whether a partially open fence is a privacy fence.
- 3(a)(ii): Remove addition of "side" in phrase, "This side setback may be reduced to be on property line" because the setback may also be a rear lot line setback.
- 3(c)(iii): Add "up to the maximum allowed fence height" in phrase: "Privacy fences higher than four (4) feet in height along the side or rear lot lines that are adjacent to a trail or open space are permitted, up to the maximum allowed fence height," to avoid confusion on whether this avoids maximum fence height regulations.
- 5(a)-(b): Re-add "minimum" in phrase: "provide a screen wall with a minimum height of six (6) feet," because certain commercial zones require 8 foot screen walls to buffer residential zones from commercial uses.
- 6(d)(i): Re-add "vertical" in phrase, "Privacy fences are permitted to be on the same vertical plane as a retaining wall" The removal of "vertical" was unintentional in relocating this phrase.

COUNCIL SITE TOUR:

On June 11, 2024, the City Council toured several areas of the City with trail corridors and fencing to discuss regulations for fences along trail corridors. As part of the Council's discussion during that site tour, the Council indicated that it would like to consider the following changes to the proposed amendments:

1. Establish a maximum width for post/columns and caps in addition to allowing the 6-inch height increase and establish a minimum distance between posts/columns (to avoid allowing 6.5-foot-high fences). Staff proposes a maximum width of 2 feet, with minimum spacing of 4 feet (to allow for gates) with the following proposed language: "Fence posts, columns, and monuments and caps thereon may exceed the otherwise required fence height limit by no more than six (6) inches if the width of the post, column, monument, or cap does not exceed two (2) feet with a

minimum spacing between posts, columns, and monuments of four (4) feet."

2. Potentially allow more ability to install privacy fences along shorter trail corridors and connections (discussed below).

DISCUSSION TOPICS AND PROPOSED ORDINANCES:

Staff has included six ordinances with this staff report. These ordinances, except where specified otherwise, are the proposed amendments as recommended by the Planning Commission with the clean-up changes from staff (including fence post size regulations). To ensure that the final regulations reflect the Council's goals, the Council can address and vote on each ordinance/topic separately. The ordinances are presented as follows :

1. General Clean-Up and Staff-Proposed Changes: General clean-up of the fence regulations proposed by staff (definitions, retaining wall clarifications, building code conformity, etc.) with the additional fence post/cap size regulations. Does not include any of the amendments from the other ordinances described below.
2. Definition of Fence: The proposed ordinance reflects the Planning Commission's recommendation to remove vegetation from fence regulation. Councilmember Cortney has also suggested a different definition of "fence" to avoid including buildings, interior fences, and ornamental structures.
Options:
 - a. Current Regulations (No amendment): Definition of fence includes structures and vegetation that create a screen or barrier
 - b. Planning Commission Recommendation (Option in Proposed Ordinance): Do not regulate vegetation (trees, shrubs, hedges, etc.) as a fence
 - c. C. Cortney: Revise fence definition to more specifically focus on fences that enclose property, rather than interior/ornamental fences
3. Privacy Fences Along Major Roads: The proposed ordinance reflects the Planning Commission's recommendation to allow privacy fences on side/rear lot lines adjacent to major collector streets.
Options:
 - a. Current (No Amendment): Side/rear fences along any road must be open-style or be privacy and setback 14 feet from curb. All fences along arterial roads are always required to be set back at least 30 feet or the parkway detail.
 - b. Planning Commission Recommendation (Option in Proposed Ordinance): Allow privacy fences to be on property line (back of sidewalk) along major collector roads. Could be expanded to include arterial roads as well.
4. Trail Corridor Fencing - Short Trail Corridors: The proposed ordinance contains two options for amendments to allow more privacy fencing along trail corridors, described below:
 - a. Current (No Amendment): If a trail corridor is less than 30 feet wide, the top 2 feet of a fence must be open
 - b. Planning Commission Recommendation (Option in Proposed Ordinance): Allow privacy fencing if a trail corridor is less than 30 feet wide but shorter than the lesser of 200 feet or one lot
 - c. Council Site Tour Discussion (Option in Proposed Ordinance): Allow privacy fencing If a trail corridor is less than 30 feet wide but still visible from public areas within 300 feet, privacy fencing is allowed (allows privacy fencing in Canterbury trail connection area and similar areas).

5. Trail Corridor Fencing - Adjacent to Public Property: The proposed ordinance reflects the Planning Commission's recommendation to allow residents' to have privacy fencing along trail corridors if the other side is public property (public entity or public utility) with no or open fencing.
- Current (No Amendment): If a trail corridor is less than 30 feet wide, the top 2 feet of a fence must be open
 - Planning Commission (Option in Proposed Ordinance): If a trail corridor is less than 30 feet but adjacent to public/utility property that is not fenced or has open fencing, privacy fencing for the resident is allowed (public entities/utilities except schools must have open-style fencing along narrow trails).
6. Other Amendments: C. Cortney suggested allowing 8-foot fences along parks that are "athletic complexes," such as Mountain Ridge Park
- Current (No Amendment): Fences limited to 6 feet in height. Fences on retaining walls are limited to a total wall/fence combined height of 8 feet from the lower property.
 - Amendment (Proposed Ordinance): Allow 8 feet tall fences on property lines adjacent to athletic complexes.

FISCAL IMPACT:

No anticipated fiscal impact.

MOTION:

I move that the City Council adopt and APPROVE the amendments to Section 3-612 of the Highland Development code as set forth in:

- Ordinance 1: General Amendments
- Ordinance 2: Definition of Fence
- Ordinance 3: Fence Setbacks Along Roads
- Ordinance 4: Fences Along Short Trail Corridors [Council to pick PC option (one-lot deep) or Site Tour Option (300 ft visibility)]
- Ordinance 5: Fences Along Trail Corridors Near Public Entity or Utility Property
- Ordinance 6: Other Amendments - Athletic Complex Fencing

Council can make a motion for each of these six ordinances individually. Council can also further amend, add to, or take away from each ordinance, as desired.

ATTACHMENTS:

1. Ordinance 1-General Amendments
2. Ordinance 2-Definition of Fence
3. Ordinance 3-Fence Setbacks Along Roads
4. Ordinance 4-Fences Along Short Trails
5. Ordinance 5-Fences Along Trail Corridors Near Public Entity or Utility Property
6. Ordinance 6-Other Amendments - Athletic Complex Fencing
7. Transportation Master Plan
8. Athletic Complexes Map

Highland City, Utah

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE 3-612
RELATED TO FENCE AND RETAINING WALL REGULATIONS**

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 fences and retaining walls;

WHEREAS, a duly noticed public hearing was held by the Planning Commission regarding the proposed amendments described herein on May 28, 2024, after which hearing the Commission recommended adoption of certain amendments to the regulations;

WHEREAS, the Highland City Council provided notice of and opened a public hearing regarding the proposed amendments and to review the recommendation of the Planning Commission on June 18, 2024;

WHEREAS, the Highland City Council desires to amend its fencing and retaining wall regulations to clarify definitions, increase consistency in fencing regulations, and provide greater flexibility in fencing options to residents along trails and to public entities and public utilities;

WHEREAS, the Highland City Council finds that the proposed amendments further the public welfare and conform to the vision of Highland City, which includes scrutinizing and adjusting requirements related to the “interface between residential neighborhoods, open space, roads and other features” to meet the requirements of the community.

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

SECTION 1. Section 3-612 of 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. 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

COUNCILMEMBER**YES****NO**

Brittney P. Bills

Ron Campbell

Doug Cortney

Kim Rodela

Scott L. Smith

EXHIBIT A

1. Amendments to HDC 3-612 – General

3-612 Fences, Theme Walls, Screen Walls, And Retaining Walls

1. Permit Required.

- a. All fences, theme walls, screen walls, and retaining walls shall be subject to review and approval by the Zoning Administrator ~~and shall not be constructed without first obtaining the approval of the Zoning Administrator.~~**
- b. ~~All fences, theme walls, screen walls, and retaining walls shall comply with the conditions set forth herein, unless a more specific standard applies.~~ An application shall contain an application form, any information specifically required by this ordinance, such additional information specified by the Zoning administrator, ~~and when required,~~ a fee established by the City Council. See Section 3-4112(4) for fencing around athletic courts.**
- a. ~~The Zoning Administrator shall approve, approve with conditions, or deny an application within a reasonable time after a complete application is received. The applicant shall comply with all conditions of approval of the application. Appeals of the Zoning Administrator's final decision may be brought to the Appeal Authority per the requirements of Chapter 2, Article 3 of this Code.~~**
- c.**

2. General.

- a. Definitions: As used in this section, the listed terms are defined as follows:**
 - i. **Athletic Court Fencing.** Fencing surrounding or enclosing an athletic court, which is a solid playing surface constructed for recreational purposes such as a basketball, tennis, or pickleball court. Athletic court fencing is subject to the fence regulations of this Section and applicable zoning regulations (See Section 3-4112(4), Section 3-4212(4), and Section 3-4262(4)).**
 - ii. **Fence.** Fences, walls, hedges, and any other combination of plants, shrubs, trees, barriers, structures, or objects that act as a visual or physical screen or barrier. A fence does not include a retaining wall.**
 - iii. **Fence Height.** The highest point of the finished grade to the highest point of the main fence structure. Fence posts, columns, and monuments and caps thereon may exceed the otherwise required fence height limit by no more than six (6) inches if the width of the post, column, monument, or cap does not exceed two (2) feet with a minimum spacing between posts, columns, and monuments of four (4) feet.**

iv. **Finished Grade.** The final surface elevation of a property after completion of grading and other surface improvements. Surface improvements that do not extend more than five (5) feet perpendicularly from the fence or wall line, including planter boxes and raised garden or patio areas, are not considered surface improvements that establish the finished grade.

v. **Open or Open Style.** A fence that is constructed so a majority of the vertical surface is open, with no bars, supports, lines, or other fence structures. Where no more specific requirement is established, an open-style fence shall be a minimum of 55% open.

vi. **Privacy Fencing.** A fence that is constructed to be fully or primarily opaque throughout the vertical surface area of the fence.

vii. **Retaining Wall.**

(1) Any structure designed to resist the lateral displacement of soil or other materials to a slope that would not naturally be sustained (typically a steep, near vertical, or vertical slope) in accordance with accepted engineering practices, building code requirements, and/or manufacturer specifications. Examples include block walls, rock walls, concrete walls, and segmented walls.

(2) Walls that are parts of buildings or underground structures, such as foundation walls, basement walls, vault walls, tunnels, and swimming pool structures are not considered retaining walls. Walls that are not foundation or basement walls, but provide access to basement or below-grade entrances (e.g., daylight basements and window wells) are considered retaining walls and shall be subject to all applicable retaining wall regulations.

(3) Retaining walls are not considered fences, provided that any portion of a retaining wall that extends above the retained material and is not required to resist the lateral forces or lateral displacement of the retained material is considered a fence and shall be subject to all applicable fence regulations, including height regulations.

viii. **Screen Wall.** A fence that is installed by a developer or subdivider of a non-residential development between different land uses or to screen trash enclosures, loading docks, utility connections and equipment, outdoor storage areas, or other similar features as determined during the development review process.

ix. **Theme Wall.** A fence installed by a developer or subdivider of a residential subdivision or a planned development with residential uses

along state highways, arterial and collector streets, and trails and open space areas as determined during the development review process.

- b. All fences, retaining walls, screen walls, and theme walls shall comply with the following general regulations and all other specific regulations set forth in this Section, unless a more specific standard applies:
- i. ~~Fences shall be set back not less than the front setback approved for the subdivision.~~ Fences shall not exceed six (6) feet in height.
 - ii. Fence height shall be measured from the highest point of the finished grade to the highest point of the fence. Where there is a difference in finished grade within five (5) feet of either side of a fence, the fence height shall instead be measured from “Finished grade” means the average finished grade of the property within five (5) feet of either side provided that the fence shall not exceed eight (8) feet in total height as measured from the lowest point within five (5) feet of either side of the fence.
 - iii. Fences subject to the parkway detail shall follow location height, and setback requirements as specified therein. All other fences shall follow the requirements set forth in this Chapter.
 - iv. Fences on or adjacent to retaining walls are subject to Subsection 6 Retaining Walls.
 - iv.v. Fences, retaining walls, screen walls, and theme walls, including all posts, footings, and other support structures, shall be located entirely on the applicant’s property, unless the applicant obtains the written approval of the adjacent property owner.
- 2.3. Residential Fences. For the purposes of this section, fences shall include walls and hedges, and any other combination of plants, shrubs, trees, barriers, structures, or objects that act as a visual or physical screen or barrier within or on any residential lot or parcel. All ~~such~~ fences shall comply with the following regulations in addition to all other applicable regulations set forth in this Chapter:
- a. Location
 - i. Fences may be installed on the side and rear lot lines behind the front setback of the applicable zone. ~~The fence shall not exceed six (6) feet in height.~~ A fence along the side lot lines may extend into the front set back up to fourteen (14) feet from the back of curb if the fence is with a maximum height of three (3) feet.
 - ii. A fence shall be set back a minimum of fourteen (14) feet from the back of curb on all sides that abut a street. This setback may be reduced to be on the property line if the fence is 66% open and is at least six (6) feet from the back of the curb.

iii. All fences shall not exceed three (3) feet in height in the clear vision area and shall comply with the clear view area requirements as defined in Section 3-610 Clear View of Intersecting Streets.

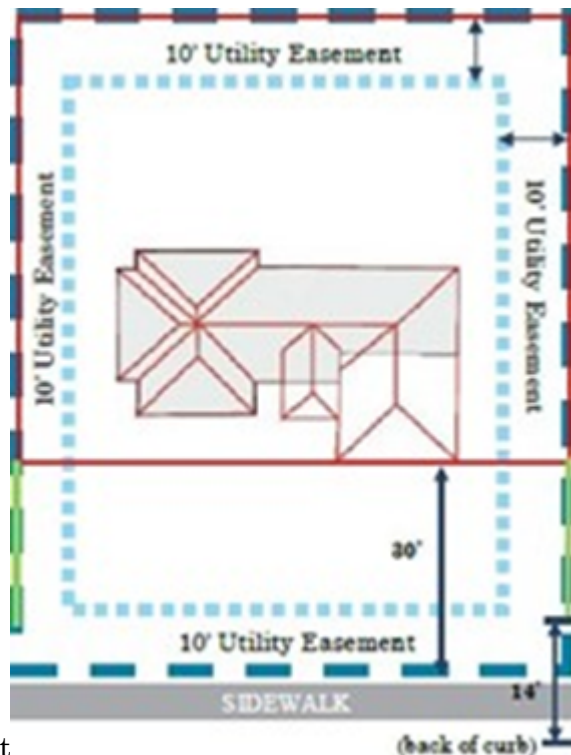
iv. In no event shall a fence be installed within the front setback of the applicable zone parallel to a street.

b. Materials

i. Permitted: Vinyl, wood, open style metal fencing with the appearance of wrought iron, precast concrete, concrete, steel cable, gabion, stone, masonry, and hog/horse wire within wooden or metal beams and posts. Hog/horse wire without beams are permitted for animal enclosures required for large animals.

ii. Prohibited: Chain link and all other materials not listed above are prohibited.

c. Specific lot considerations



i. Typical Lot

Sight Triangle (nothing taller than 3' can be in this triangle, including landscaping.)

-
- Diagram illustrating a residential lot with setbacks and easements. The lot is 40' wide and 40' deep. A 10' Utility Easement is shown along the top, bottom, and left sides. A 30' setback is shown from the house to the right property line. A 14' setback is shown from the house to the sidewalk. A 40' setback is shown from the house to the corner of the lot.

Sight Triangle (nothing taller than 3' can be in this triangle, including landscaping.)

- (1) The ~~side~~-setback along the street may be reduced to be on the property line if the fence is 66% open and is at least six (6) feet from the back of the curb.

iii. Lots adjacent to trails or open space

- (1) Open style fences and privacy fences less than four (4) feet in height along the side or rear lot lines that are adjacent to a trail or open space are permitted. ~~Solid or closed style fences~~

- ~~(1)~~(2) Privacy fences higher than four (4) feet in height along the side or rear lot lines that are adjacent to a trail or open space are permitted, up to the maximum allowed fence height, except that privacy fencing along the side or rear lot lines adjacent to a trail or open space ~~must be~~ is limited to a maximum of four (4) feet ~~solid of privacy fencing,~~ with at least the top two (2) remaining feet ~~at least 55%~~ open in either of the following circumstances:

(A) The trail or open space area is less than thirty (30) feet in width and is not immediately adjacent to a public street.

(B) The trail or open space ~~corridor area~~ is wider than thirty (30) feet but cannot be seen from two public areas such as a street or park.

- ~~(2)~~(3) The Zoning Administrator may approve an alternative fence design for fencing adjacent to trails or open space~~for either circumstance described above based on the following factors:~~

(A) The proposed alternative meets the intent of this section; and,

(B) There are special circumstances attached to the property that do not generally apply to other properties in the same subdivision; and,

(C) The natural visibility or observation of the trail or open space is not diminished if the proposed alternative is constructed on all the lots adjacent to the trail or open space.

iv. Highways/arterial lot

- (1) On all state highways or arterial streets, fences shall be set back a minimum of thirty (30) feet from the back of curb or as required by the parkway detail. This 30-foot restriction is applicable to

fences along the front, side, and rear property lines that abut the highway or arterial street, no matter the height.

v. Lots with side or rear property lines adjacent to a golf course facility

- (1) The fence may be a maximum of fifteen (15) feet in height. The materials of this fence are limited to open style netting with black support posts or beams no closer than five (5) feet apart.

3.4. Theme Walls. Theme walls shall comply with all regulations applicable to fences, except to the extent such regulations conflict with the requirements of this Subsection, in which case the requirements of this Subsection shall control. A theme wall is a wall that is installed along state highways, arterial, and collector streets, and open space areas as determined during the development review process.

a. Any developer of a residential subdivision shall provide a six (6) foot theme wall adjacent to all arterial and collector streets, open space areas, and trails except as provided herein.

b. Gates connecting to open space areas may be allowed in theme walls if approved as part of the development review process.

a-c. All theme walls shall be located on private property and owned by the owner of such private property or by a homeowners' association, unless the City agrees otherwise by way of a condition of approval during the development review process or recorded agreement.

b-d. Materials and Design

i. Permitted Materials: Precast concrete, concrete, masonry block, brick, stone, or a similar solid, durable material of equal or better quality. Accent landscaping and design elements such as stone veneer, brick, planters, marble, rock, decorative pilasters, decorative caps, stone or tile insets, or other significant design features are also permitted.

ii. Prohibited: Vinyl, wood, chain link.

iii. All theme walls between different uses shall provide columns every fifty (50) feet to provide variety and visual interest. Said columns shall extend a minimum of six (6) inches from the face of the theme wall and be architecturally enhanced as required above.

iii-iv. Theme walls and gates shall be privacy fencing, provided that theme walls and gates adjacent to open space and trails shall meet the requirements of Subsection 3(c)(iii).

e-e. Maintenance and Reconstruction

i. The Owner of the theme wall shall maintain the theme wall in reasonably good and safe condition.

- ii. Any reconstruction of the theme wall shall conform to the theme wall design approved as part of the development review process, unless a different design is approved by the City Council.

~~4.5. Screen Walls. Screen walls shall comply with all regulations applicable to fences, except to the extent such regulations conflict with the requirements of this Subsection, in which case the requirements of this Subsection shall control. A screen wall is a wall that is installed between different land uses as required in this section or used to screen trash enclosures, loading docks, outdoor storage areas, etc., or as determined during the development review process.~~

- a. The developer of any residential development with a density greater than six (6) units per acre which abut any R-1-40, R-1-30, R-1-20, or A-1 district must provide a screen wall with a minimum height of six (6) feet along the abutting property line.
- b. The developer of any nonresidential use that abuts any residential district must provide a screen wall with a minimum height of six (6) feet along the abutting property line. Any loading docks within one hundred (100) feet of a residential district must have a separate eight (8) foot high screen wall of similar materials compatible with the building design to screen the dock areas.
- c. All outdoor storage areas shall have a six (6) foot screen wall as required in this section.
- d. Materials and Design
 - i. Permitted: Precast concrete, concrete, masonry block, brick, stone, or a similar solid, durable material of equal or better-quality. Accent landscaping and design elements such as stone veneer, brick, planters, marble, rock, decorative pilasters, decorative caps, stone or tile insets, or other significant design features.
 - ii. Prohibited: Vinyl, wood, chain link.
 - ~~iii.~~ iv. If a screen wall is erected as an enclosure, a gate of equal height shall be required in order to secure the enclosure. The gate shall be ~~opaque~~ privacy fencing and shall be compatible with the design of the building(s).
 - ~~iii.iv.~~ Screen walls and gates shall be privacy fencing, provided that screen walls adjacent to open space and trails shall meet the requirements of Subsection 3(c)(iii).

~~5.6.~~ Retaining Walls

- a. A retaining wall within the front setback shall be a minimum of ten (10) feet from the front property line and shall not exceed four (4) feet in exposed height. The maximum height of a retaining wall in any other location is six (6) feet

exposed height. A retaining wall shall be set back a minimum of fourteen (14) feet from the back of curb on all sides that abut a street.

- b. Retaining walls for daylight basements or window wells have a maximum exposed height of eleven (11) feet.
- c. Retaining walls shall not be placed any closer to another retaining wall than at a ratio of one foot horizontal to one foot vertical height of the wall, measured from the back side of the lower wall to the front side of the higher wall.

d. Fences and Retaining Walls: Fences on or adjacent to retaining walls are subject to the following regulations:

- i. Privacy fences are permitted to be on the same vertical plane as a retaining wall, provided that the Under no condition shall height of the combined aprivacy fence and retaining wall may not exceed eight (8) feet in height on the same vertical plane measured from the finished grade of the lower property. If a privacy fence and retaining wall or other opaque, non-open style fencing that is on top of a retaining wall would exceed eight (8) feet in height, measured from the finished grade of the lower property, the privacy fence shall be set back at least four (4) feet from the back side of the retaining wall. Under no event may the height of a privacy fence exceed six (6) feet measured from the finished grade of the higher property.
- ii. Open style fences are permitted to be on the same plane as a retaining wall. The height of an open style fence may not exceed six (6) feet measured from the finished grade of the higher property.

d.e. Retaining walls shall not be permitted within public utility easements without city approval, and no approval will be granted where a storm drain, culinary water line, pressurized irrigation line, or sewer line is installed or may be installed in the near future.

f. Retaining walls require a building permit if there is a four (4) foot difference between the grades on either side of the retaining wall or the retaining wall supports a surcharge, per building code, it exceeds four (4) feet in height measured from the bottom of the footing to the top of the retaining wall.

e.g. The application submittal for the a building permit for a retaining wall must include:

- i. a stamped engineered plan from a licensed engineer.
- ii. a drainage plan which provides for containment of run-off water on site or discharged to a City approved location.
- iii. plans for a conduit as required by the City Engineer if the retaining wall is to be constructed within the public utility easement where utilities do not exist. The property owner shall be financially

responsible for the removal or reconstruction of a retaining wall in a public utility easement if the easement is needed per Utah State Law (UCA 54-3-27).

7. Municipal Public and Utility

- a. Fencing and Retaining Walls. Fences for Highland City, other public entities, and public utilities may be chain link.
- b. Fences and retaining walls for Highland City, other public entities, and public utilities may deviate from the standards set forth in this Chapter for the benefit of the public and public resources with the approval of the Zoning Administrator.
- c. Fences for non-Highland City public entities and utilities are required to be open style fencing along trail corridors that are less than thirty (30) feet wide.
- f.d. Nothing herein shall exempt non-Highland City entities from applying for and obtaining City approval of fences and retaining walls prior to construction.

Highland City, Utah

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE 3-612
RELATED TO FENCE AND RETAINING WALL REGULATIONS**

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 fences and retaining walls, and the City Council has previously adopted Ordinance No. 2024-XX, amending its fence regulations;

WHEREAS, the Highland City Council desires to further amend its fencing and retaining wall regulations, for the reasons set forth in the above-described Ordinance.

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

SECTION 1. Section 3-612 of 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. 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

COUNCILMEMBER	YES	NO
Brittney P. Bills		
Ron Campbell		
Doug Cortney		
Kim Rodela		
Scott L. Smith		

EXHIBIT A

2. Amendments to HDC 3-612 – Definition of Fence

3-612 Fences, Theme Walls, Screen Walls, And Retaining Walls

...

2. General.

a. Definitions: As used in this section, the listed terms are defined as follows: ...

ii. **Fence.** Fences, walls, ~~hedges,~~ and any other combination of ~~plants, shrubs, trees,~~ barriers, structures, or objects that act as a visual or physical screen or barrier. A fence does not include a retaining wall.

Highland City, Utah

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE 3-612
RELATED TO FENCE AND RETAINING WALL REGULATIONS**

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Mayor

ATTESTED:

City Recorder

COUNCILMEMBER	YES	NO
Brittney P. Bills		
Ron Campbell		
Doug Cortney		
Kim Rodela		
Scott L. Smith		

EXHIBIT A

3. Amendments to HDC 3-612 – Fence Setbacks Along Roads

3-612 Fences, Theme Walls, Screen Walls, And Retaining Walls

...

3.a.ii A fence shall be set back a minimum of fourteen (14) feet from the back of curb on all sides that abut a street. This setback may be reduced to be on the property line if the fence is 66% open and is at least six (6) feet from the back of the curb or if the abutting street is classified as a major collector.

...

3.c.i.(1) The ~~side~~-setback along the street may be reduced to be on the property line if the fence is 66% open and is at least six (6) feet from the back of the curb or if the abutting street is classified as a major collector.

...

3.c.ii.(1) The ~~side~~-setback along the street may be reduced to be on the property line if the fence is 66% open and is at least six (6) feet from the back of the curb or if the abutting street is classified as a major collector.

...

3.c.iv. Highways/arterial lot

- (1) On all state highways or arterial streets, fences shall be set back a minimum of thirty (30) feet from the back of curb or as required by the parkway detail. This 30-foot restriction is applicable to fences along the front, side, and rear property lines that abut the highway or arterial street, no matter the height.

Highland City, Utah

ORDINANCE NO. 2024-_____

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RELATED TO FENCE AND RETAINING WALL REGULATIONS**

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 fences and retaining walls, and the City Council has previously adopted Ordinance No. 2024-XX, amending its fence regulations;

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SECTION 3. 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

COUNCILMEMBER	YES	NO
Brittney P. Bills		
Ron Campbell		
Doug Cortney		
Kim Rodela		
Scott L. Smith		

EXHIBIT A

4. Amendments to HDC 3-612 – Fences Along Short Trail Corridors

3-612 Fences, Theme Walls, Screen Walls, And Retaining Walls

[PLANNING COMMISSION OPTION]

3.c.ii.(2) Privacy fences higher than four (4) feet in height along the side or rear lot lines that are adjacent to a trail or open space are permitted, up to the maximum allowed fence height, except that privacy fencing along the side or rear lot lines adjacent to a trail or open space ~~must be~~ is limited to a maximum of four (4) feet ~~solid of~~ privacy fencing, with at least the top two (2) remaining feet ~~at least 55%~~ open in either of the following circumstances:

- (A) The trail or open space area is less than thirty (30) feet in width, ~~and is not immediately adjacent to a public street, and is longer than the lesser of 200 feet or one residential lot in depth before connecting to a public area such as a street or park.~~
- (B) The trail or open space ~~corridor area~~ is wider than thirty (30) feet but cannot be seen from two public areas such as a street or park.

[COUNCIL SITE TOUR DISCUSSION OPTION]

3.c.ii.(2) Privacy fences higher than four (4) feet in height along the side or rear lot lines that are adjacent to a trail or open space are permitted, up to the maximum allowed fence height, except that privacy fencing along the side or rear lot lines adjacent to a trail or open space ~~must be~~ is limited to a maximum of four (4) feet ~~solid of~~ privacy fencing, with at least the top two (2) remaining feet ~~at least 55%~~ open in either of the following circumstances:

- (A) The trail or open space area is less than thirty (30) feet in width and is not immediately adjacent to a public street, and the entire area is not visible from a public area such as a street or park within 300 feet.
- (B) The trail or open space ~~corridor area~~ is wider than thirty (30) feet but cannot be seen from two public areas such as a street or park.

Highland City, Utah

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE 3-612
RELATED TO FENCE AND RETAINING WALL REGULATIONS**

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

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WHEREAS, the Highland City Council desires to further amend its fencing and retaining wall regulations, for the reasons set forth in the above-described Ordinance.

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

Mayor

ATTESTED:

City Recorder

COUNCILMEMBER	YES	NO
Brittney P. Bills		
Ron Campbell		
Doug Cortney		
Kim Rodela		
Scott L. Smith		

EXHIBIT A

5. Amendments to HDC 3-612 – Fences Along Trail Corridors Near Public Entity or Utility Property

3-612 Fences, Theme Walls, Screen Walls, And Retaining Walls

...

3.c.ii.(2) Privacy fences higher than four (4) feet in height along the side or rear lot lines that are adjacent to a trail or open space are permitted, up to the maximum allowed fence height, except that privacy fencing along the side or rear lot lines adjacent to a trail or open space must be is limited to a maximum of four (4) feet solid-of privacy fencing, with at least the top two (2) remaining feet at least 55% open in either of the following circumstances:

- (A) The trail or open space area is less than thirty (30) feet in width and is not immediately adjacent to a public street or to other property owned by a public entity or utility with open style or no fencing.
- (B) The trail or open space ~~corridor area~~ is wider than thirty (30) feet but cannot be seen from two public areas such as a street or park.

...

7.c. Fences for non-Highland City public entities and utilities are required to be open style fencing along trail corridors that are less than thirty (30) feet wide.

Highland City, Utah

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE 3-612
RELATED TO FENCE AND RETAINING WALL REGULATIONS**

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 fences and retaining walls, and the City Council has previously adopted Ordinance No. 2024-XX, amending its fence regulations;

WHEREAS, the Highland City Council desires to further amend its fencing and retaining wall regulations, for the reasons set forth in the above-described Ordinance.

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

SECTION 1. Section 3-612 of 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. 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

COUNCILMEMBER	YES	NO
Brittney P. Bills		
Ron Campbell		
Doug Cortney		
Kim Rodela		
Scott L. Smith		

EXHIBIT A

6. Other Amendments – Athletic Complex Fencing

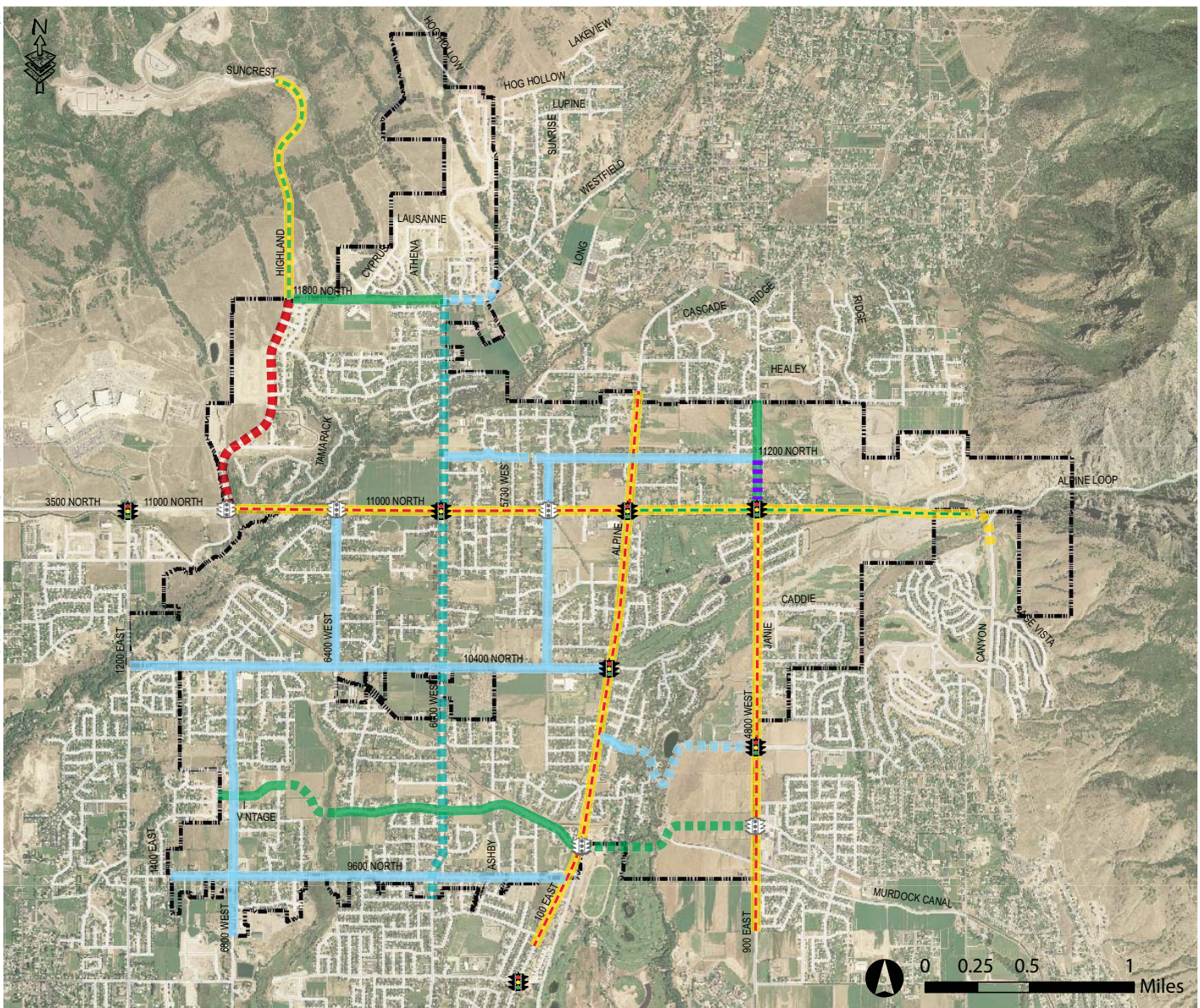
3-612 Fences, Theme Walls, Screen Walls, And Retaining Walls

...

2.b.i. Fences shall not exceed six (6) feet in height, provided that property line fences separating a residential property from a park designated as an athletic complex shall not exceed eight (8) feet in height.

MAP 3-2 RECOMMENDED TRANSPORTATION NETWORK

- 5-Lane Arterial - Constructed
- - - 5-Lane Arterial - Proposed
- 3-Lane Major Collector - Constructed
- - - 3-Lane Major Collector - Proposed
- · - · - 3-Lane Minor Collector - Proposed
- 2-Lane Residential Collector - Constructed
- - - 2-Lane Residential Collector - Proposed
- Other Jurisdiction (State, County, Municipal)
- Highland City
-  Existing Signals
-  Planned Signals
- - - 4-Lane Arterial - Proposed
(Amendment Adopted March 12, 2024)



Highland City
General Plan Update



Adopted February 19, 2008
With Amendments Adopted March 12, 2024

MAP 8-3 EXISTING AND FUTURE HIGHLAND CITY ATHLETIC COMPLEXES

Land Use

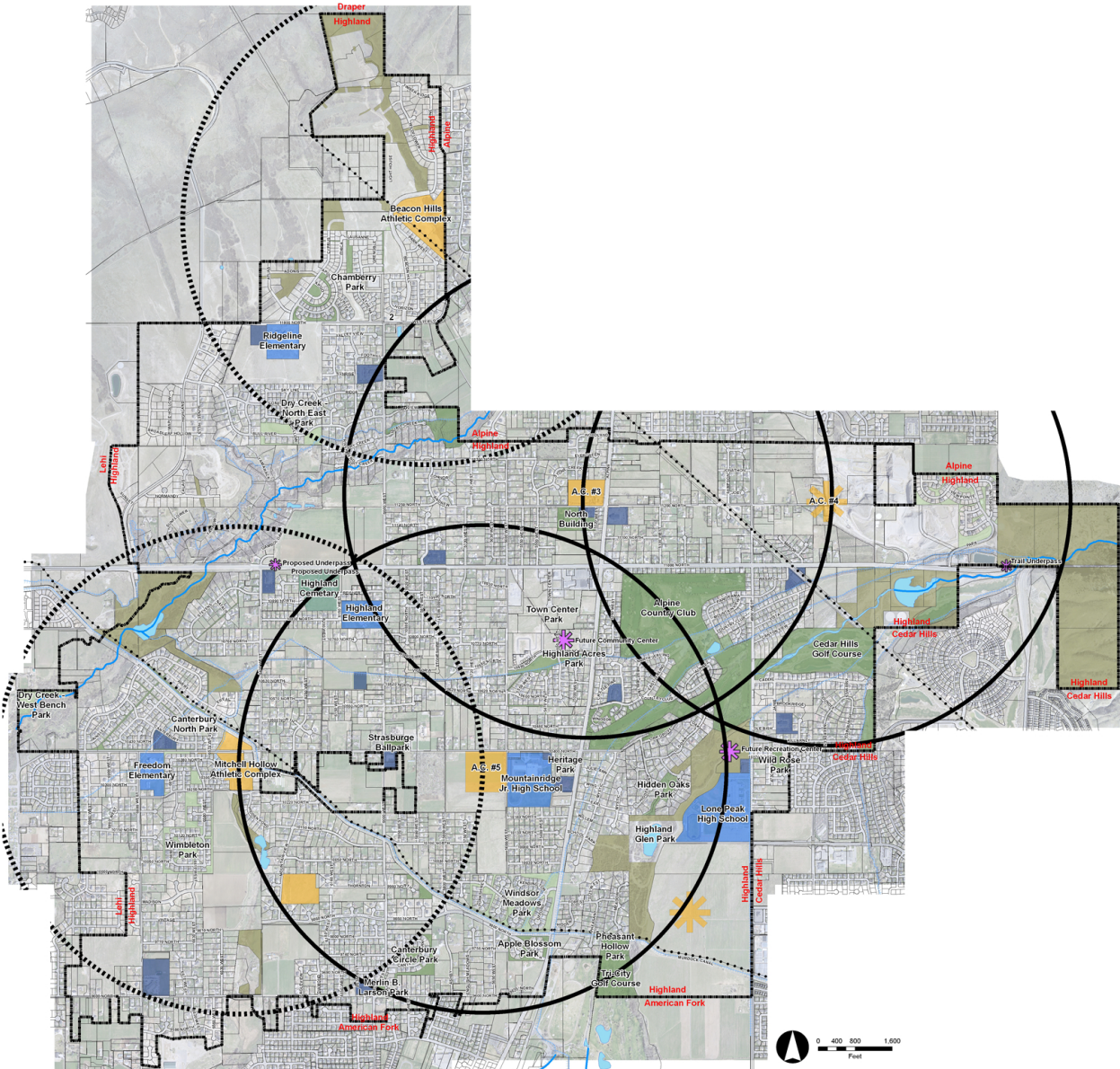
- Religious
 - School
 - Cemetery
 - Private Recreation & Mini Parks
 - Open Space
 - Highland City Public Park
 - Highland City Athletic Complex
 - Waterbody
 - Parcels
 - Stream or River
 - Canal or Ditch
 - Pipeline or Aquaduct
 - City Boundary
 - Existing Park Service Area
 - Future Park Service Area
- Note: 1 mile radius for athletic complexes.

 Potential Future Athletic Complex. Location not yet determined.

Highland City General Plan Update



Adopted





CITY COUNCIL AGENDA REPORT

ITEM #4c

DATE: July 2, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Swimming Pool Regulation Amendments
TYPE: Land Use (Legislative)

PURPOSE:

The City Council will consider amendments to swimming pool regulations related to setbacks and fencing requirements.

STAFF RECOMMENDATION:

Staff recommends that the City Council hold a public hearing, consider the amendments and the recommendation of Planning Commission, and adopt and APPROVE their preferred amendments to the pool regulations with any desired changes.

PRIOR COUNCIL DIRECTION:

In 2022, the City Council considered a request by a resident to change the code to not have enclosed swimming pools count against accessory structure lot coverage limitations. The Planning Commission unanimously voted against that amendment, and then the City Council voted to deny the amendment.

On June 18, 2024, staff informed the City Council that these proposed amendments would be heard by the Planning Commission on June 25, 2024.

BACKGROUND:

The proposed amendments are being recommended by City staff based on staff's experience in dealing with common questions and issues with pools, particularly difficult or complex lot arrangements. The goal of these amendments is to (1) consolidate the residential zones' swimming pool regulations into a single code section, (2) clarify setback requirements for pools and pool accessories, and (3) modify pool fencing requirements to align with current construction code.

Consolidation

Each residential zone (R-1-40, R-1-30, and R-1-20) has a virtually identical code section that regulates swimming pools within the zone. Because these requirements are essentially the same, staff believes it makes more sense to have a single code section that encompasses all swimming pool regulations to avoid contradictory regulations. Accordingly, staff recommends repealing the individual zoning regulations (HDC 3-4111, 3-4211, 3-4261), and adopting a single pool regulation code. Staff also proposes some clean-up of the regulations to remove redundant or unnecessary language.

Planning Commission Recommendation: The Commission recommended approval of the consolidation amendments.

Setback Clarifications

Current regulations have four different provisions related to pool setbacks:

- A provision that states pools are subject to the same setback requirements as accessory structures
- A provision that states that enclosed or covered pools are considered accessory structures.
- A provision that provides minimum setback requirements for pools, which are similar, but not exactly the same as setbacks for accessory structures (street-side lot setbacks are 10' for pools, 20' for accessory structures, and there is no discussion of setbacks from other buildings).
- A provision that provides that pools are not allowed within easements, which includes public utility easements

This makes it unclear as to what setbacks should apply. Also, it is unclear whether pool setbacks include pool accessories (diving board, water slide), and whether the setback is measured to the inside pool wall or to the outside of the structure. For these reasons, staff recommends removing the reference to accessory structure setbacks (except for covered/enclosed pools) to allow for "swim-out" pools and pools close to homes, addressing pool accessories setbacks in some form, and clarifying where pool setbacks are measured to. Staff initially proposed to the Planning Commission that pool accessories are only regulated if they were over 14 feet in height or 120 square feet and measuring pool setbacks to the outside structure of the pool, excluding walkways.

Staff also received a request from residents to consider amending pool setback requirements to allow pools to be up to 5 feet from a side property line, in order to locate a pool within unique lot configurations. Those residents were in attendance at the Planning Commission meeting as well to request that amendment be considered. Generally, side lot setbacks for accessory structures in Highland are 10 feet, though many cities have 5-foot minimum setbacks for swimming pools and accessory structures.

Planning Commission Recommendation: The Planning Commission recommended removing the main dwelling setback for pools, classifying all pool accessory features as accessory structures and therefore subject to accessory structure setbacks, and measuring pool setbacks to 1 foot from the interior pool wall. The Commission also recommended reducing side and rear pool setbacks to 5 feet, but still prohibiting pools within any easement. This would allow pools to be installed 5 feet from a side or rear property line if the resident were able to have the public utility easement vacated; otherwise, pools would generally be at least 10 feet from side and rear property lines.

After discussion with the building official, staff would propose an alternate setback regulation to accomplish the Planning Commission's recommendation:

- Side and rear setbacks remain at 10 feet, provided that the setback may be reduced to 5 feet if each of the following are satisfied:
 - There are no utility easements within the pool or setback area or such easements are vacated
 - The property owner obtains a survey of the property and setback lines
 - There are no structures, retaining walls, utility facilities, sensitive lands as defined by Chapter 8, or any other feature or improvement within 10 feet of either side of the relevant property line that may be affected by the excavation and installation of the swimming pool.
 - No access or work is permitted on the neighboring property without the neighboring property owner's written authorization.

- No pool accessory or feature is permitted between the pool and the property line. Any structure sheltering pool equipment or utilities must be set back at least ten feet away from the property line.
- A soil stabilization plan is required to prevent soil collapse during excavation and construction.

Fencing

Current city regulations require all pools to have automated safety covers and to be fenced with self-closing and self-locking gates. The requirement to have both was based on previous construction code requirements. Current construction code requirements only require a fence and gates if the pool does not have an automated cover. Staff initially proposed to the Planning Commission that the City only require gates that comply with construction code if a pool is not installed with an automatic safety cover. As initially proposed by staff, a fence would still be required, but this change would allow residents more flexibility in gate design and location if the resident installed an automated pool cover.

Planning Commission Recommendation: The Planning Commission recommended that the City follow the requirements of the current construction code, which requires pools to either be fenced or have an automated safety cover, but not both.

Planning Commission Action:

The Planning Commission conducted a public hearing on the proposed amendments on June 25, 2024. Two residents were in attendance and spoke during the hearing to request that pool setbacks be reduced to 5 feet from rear and side property lines. After discussion, the Planning Commission voted 5-1 to recommend the amendments as follows:

- Recommended the consolidation of swimming pool regulations and clean-up of the code
- Recommended removing the main dwelling setback for pools, classifying all pool accessory features as accessory structures and therefore subject to accessory structure setbacks (30' front/consistent with home, 20' street side, 10' interior side, 10' rear), and measuring pool setbacks to 1 foot from the interior pool wall. The Commission also recommended reducing side and rear pool setbacks to 5 feet, but still prohibiting pools within any easement. This would allow pools to be installed 5 feet from a side or rear property line if the resident were able to have the public utility easement vacated; otherwise, pools would generally be at least 10 feet from side and rear property lines.
- Recommended that the City follow the requirements of current construction code for fencing and pool covers, and not require fencing if an automated safety cover were installed.

The dissenting Commissioner voted against the recommendation because she disagreed with the change to not require both fencing and a pool cover. She indicated that she supported the other changes. The proposed ordinance incorporates the amendments as recommended by the Planning Commission. For clarity with setback measurements, the ordinance has been drafted to measure setbacks to the interior pool wall, but increase all recommended setbacks by 1 foot, so to obtain the Planning Commission's recommended setbacks.

Proposed Findings:

1. The proposed amendments clarify existing regulations for the benefit of staff and residents.
2. The proposed amendments modify pool regulations to allow for increased flexibility in pool construction.
3. The proposed amendments are in line with the current requirements of the International Pool and

Spa Code.

FISCAL IMPACT:

No anticipated fiscal impact.

MOTION:

I move that City Council adopt and APPROVE the proposed amendments to the pool regulations.
[Council may specify modifications or additions to the proposed amendments to be adopted].

ATTACHMENTS:

1. Ordinance - Pool Regulations Amendments

Highland City, Utah

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE
RELATED TO SWIMMING POOL REGULATIONS**

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 swimming pools;

WHEREAS, a duly noticed public hearing was held by the Planning Commission regarding the proposed amendments described herein on June 25, 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 July 2, 2024;

WHEREAS, the Highland City Council desires to amend its swimming pool regulations to allow for greater flexibility in the location of swimming pools, ensure greater consistency in application of regulations, and to better conform to state construction code;

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. Sections 3-4111, 3-4211, and 3-4261 of the Highland Development Code are repealed.

SECTION 2. Section 3-627 of the Highland Development Code is enacted as shown in Exhibit A, attached hereto. Language marked in green (reflecting current swimming pool regulations) or in red underline (reflecting newly added regulations) are together enacted as Section 3-627, while language struck through is not enacted or added to the code.

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

COUNCILMEMBER	YES	NO
Brittney P. Bills		
Ron Campbell		
Doug Cortney		
Kim Rodela		
Scott L. Smith		

EXHIBIT A

3-627 Swimming Pools

A swimming pool is a semi-permanent or permanent structure that is constructed to hold water that can be entered and used for recreational purposes, including pools and spas as defined by the currently adopted International Pool and Spa Code. A pool that could be installed by the typical homeowner and may be packaged as a kit, or a pool that is erected for temporary use of less than one year, is not considered a permanent swimming pool. ~~A swimming pool that is constructed near or below grade with the intention of lasting more than one year shall be considered a permanent pool and shall be in all zones are~~ subject to the following requirements:

- ~~1. All permanent pools shall be subject to all setback requirements for accessory structures as defined in Section 3-4109 of this Code; and~~
1. Swimming pools may be installed only in zones that expressly authorize the installation of swimming pools.
2. Any structural portion of a swimming pool shall not be permitted within an easement of any kind; ~~and,~~
3. Pools that are enclosed or covered within a permanent structure other than the main or primary building on the property, and pool facilities, equipment, and enhancements, such as slides, water features, and diving boards, shall be considered ~~an~~ accessory structures and shall be subject to all regulations related to accessory structures of the applicable zone ~~Sections 3-4104 and 3-4109 of this Code~~.
- a. For the purposes of this section only, a “permanent structure” shall be considered any structure or landscaping object exceeding one-hundred twenty (120) square feet in size or exceeding fourteen (14) feet in height constructed for the purpose of enhancing the swimming pool or pool equipment facilities.
4. Swimming pool setback requirements from property lines are measured to the inside wall of the swimming pool, and are as follows:
 - a. Front Yard: Thirty-one feet (30’), or consistent with the primary building, whichever is greater. Min.
 - b. Rear Yard: Ten-Six feet (10’6”) Min.
 - c. Side Yard: Ten-Six feet (10’6”) Min.

- d. Side Yard Adjacent to a Street: ~~Ten-Eleven~~ feet (101') ~~Min.~~ (fence is permitted 5' from property line).
- e. Trail or Landscape Easement: ~~Ten-Eleven~~ feet (101') ~~Min.~~ (measured from nearest easement line.)

~~5.~~ All outdoor swimming pools shall be enclosed with a fence and gates or equipped an automated safety cover, as required by the currently adopted International Pool and Spa Code. ~~enclosed with a fence with a minimum height of four feet and include a self-closing locking gate; or~~

~~a. That all swimming pool properties shall be enclosed with a fence that is a minimum height of a 6 feet, unless in an open space subdivision which will then be a minimum height of 5 feet;~~

~~b.f. In either case, it will include a self-closing locking gate and an automated swimming pool cover.~~

6.5. All permanent swimming pools shall require a building permit.



CITY COUNCIL AGENDA REPORT

ITEM #4d

DATE: July 2, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Residential Conditional Use Amendments
TYPE: Land Use (Legislative)

PURPOSE:

The City Council will consider amendments to conditional uses within residential zones and general conditional use requirements.

STAFF RECOMMENDATION:

Staff recommends that the City Council hold a public hearing, consider the amendments and recommendation of Planning Commission, and adopt and APPROVE the proposed amendments to conditional use regulations.

PRIOR COUNCIL DIRECTION:

On May 7, 2024, the City Council reviewed and approved the conditional use permit for the pavilion on the church site. As part of that discussion, the Council discussed the need for a conditional use permit for a simple accessory structure and whether the conditional use process should be reviewed.

On May 21, 2024, the City Council specifically discussed whether changes should be made to the conditional use process and requirements. There was generally a consensus to change the code to allow accessory uses within residential zones without a conditional use permit. The Council also discussed whether there should be a change in the approval process (whether the Commission should make the decision, whether public hearings were necessary), and whether to make different conditional use processes for residential vs non-residential uses, though there was no consensus on those items.

BACKGROUND:

Conditional uses are types of activities that the City considers generally appropriate for a zone, but that require special review and the imposition of unique conditions to mitigate impacts on adjacent property owners and on the City. Utah State Law restricts the types of conditions that may be imposed on a conditional use, but it does not require any particular process or notice for conditional use permits, nor does it specify which uses should be conditional vs. permitted uses. This means that the process by which a conditional use permit is reviewed and approved is determined entirely by City Code--which uses are conditional uses, which person or body approves conditional uses, and whether there are any special hearings or notices issued for conditional uses.

Each zone generally has its own set of allowed conditional uses. The proposed amendments focus on conditional uses within the City's residential zones, with some proposed amendments to general conditional use requirements.

The City's residential zones (R-1-40, R-1-30, and R-1-20) generally have similar permitted conditional uses:

- Public schools and grounds
- Churches, church grounds, and non-temporary accessory buildings associated with maintenance
- Libraries, museums, art galleries
- Funeral homes (R-1-40 only)
- Non-profit country clubs (except R-1-30)
- Communication towers (except R-1-30)
- Drilling wells for water

The zoning regulations also require that these uses have at least 35% landscaped sites.

With the recent church pavilion CUP, there was a discussion about whether accessory buildings of that nature--which do not have significant impacts on the primary use or on neighbors and which comply with general accessory structure regulations--should be subject to the conditional use process. To simplify the process for such accessory uses, staff recommends modifying the residential zones' conditional use regulations and the general conditional use procedures to exempt minor changes and accessory structures.

Proposed Amendments

The proposed amendments do the following:

1. Clean-up and reorganization of language
2. Remove "school grounds," "church grounds," and church accessory maintenance buildings as conditional uses, in order to allow them to be permitted without a CUP
3. Add communication towers as conditional uses within the R-1-30 zone to be consistent with the other zones and to specify that communication towers in all residential zones remain subject to other applicable city, state, and federal law.
4. Add a new section to the general conditional use section that authorizes accessory and minor changes to a conditional use site or building without a CUP (so no Planning Commission or City Council review) if the change does not have a material impact on the site or neighbors and otherwise complies with City regulations. This would allow the following changes without a CUP or CUP amendment:
 - A. Accessory structures
 - B. Tenant improvements
 - C. Signs
 - D. Landscaping changes, especially to incorporate xeriscaping
 - E. Reconstruction of damaged structures
5. Add a new section to the general conditional use section that allows CUPs to be amended to address changed circumstances on a property or more significant changes to a CUP. The proposal is for the amendment to be heard directly by the City Council without prior Planning Commission review.
6. Clarify that changes in ownership do not require a new CUP.
7. Clarify that notice of public hearings requires a minimum 7-day notice (currently no specific notice standard for the public hearings).

Additional Consideration

The Council can also change the overall process by which a CUP is approved, including whether the

Council or the Commission should be the final approval body and whether public hearings should be required. The current conditional use process is as follows:

- Submission of an application
- Review by staff for completeness and potential submission of additional information by the applicant in order to address City standards
- Public hearing, review, and recommendation by Planning Commission as to approval/denial and conditions on the use
- Public hearing, review, and final decision by City Council as to approval/denial and conditions on the use

Because this process is defined entirely by City Code, the Council can consider changes to the conditional use approval process, such as:

- Eliminating or reducing the number of public hearings (Commission only, Council only, no public hearings, or public hearings at both as currently required)
- Changing the land use authority, such as by making the Planning Commission the land use authority for all or some CUPs and amendments (such as CUPs and amendments within residential zones, but leaving the City Council as the land use authority for CUPs and amendments in non-residential zones).

These amendments have not been proposed by staff or recommended by the Planning Commission, but can be adopted at the Council's direction. While there was earlier discussion regarding potentially having different procedures for approving CUPs for residential and commercial areas, staff recommends against this to ensure equal treatment of applicants.

Planning Commission Action:

The Planning Commission held a public hearing on the proposed amendments on June 25, 2024. The Commission discussed, but did not recommend any changes to the conditional use process. The Commission instead recommended (6-0) that the Council keep the current and proposed process, namely, the Council as the approving body and public hearings at both Commission and Council.

The Commission also recommended (6-0) approval of the proposed amendments with one change: The Commission recommended that additional examples or clarifications be added to the conditional use amendment language so that it was clearer when a proposed change to a conditional use was minor (approved by staff) or major (approved by Council). Accordingly, staff has proposed that the following examples be added to the proposed amendments as circumstances when a conditional use permit amendment must be reviewed and approved by the City Council:

1. Any expansion of or modification to a legal, non-conforming, conditional use other than conversion to a conforming permitted use;
2. Removal or relocation of existing walkways and parking areas;
3. Modifications to requirements related to screening the conditional use or controlling any noise, dust, vibration, or other emission created by the conditional use;
4. New utility connections;
5. Modifications to twenty-five percent (25%) or more of the property or structures subject to the conditional use permit.

FISCAL IMPACT:

No anticipated fiscal impact.

MOTION:

I move that City Council adopt and APPROVE the proposed amendments to the conditional use regulations.

ATTACHMENTS:

1. 2024.06.26 CUP Amendments - CC with PC Rec

Highland City, Utah

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE
SECTION 3-4108, SECTION 3-4208, SECTION 3-4258, AND CHAPTER 4 RELATED
TO RESIDENTIAL CONDITIONAL USES**

WHEREAS, Highland City is authorized to enact land use regulations that govern the use and development of property and to allow for and regulate conditional uses;

WHEREAS, Highland City has previously adopted regulations regarding residential conditional uses and the process by which the same are reviewed and approved;

WHEREAS, a duly noticed public hearing was held by the Planning Commission regarding the proposed amendments described herein on June 25, 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 July 2, 2024;

WHEREAS, the Highland City Council desires to amend its conditional use regulations to clarify residential conditional uses, make residential conditional uses more consistent, and provide a process for the approval of minor and major amendments to existing conditional use permits;

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. Section 3-4108, Section 3-4208, Section 3-4258, and Chapter 4 of the Highland Development Code are 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. 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

COUNCILMEMBER	YES	NO
Brittney P. Bills		
Ron Campbell		
Doug Cortney		
Kim Rodela		
Scott L. Smith		

EXHIBIT A

[R-1-40 Conditional Use Amendments]

3-4108 Conditional Uses

1. The ~~following~~ buildings, structures, and uses of land described herein shall be allowed in the R-1-40 Zone upon compliance with the provisions of this Section as well as other requirements of this Code and upon obtaining a conditional use permit as specified in Chapter 4 of this Code.
2. All conditional uses shall landscape a minimum of 35% of their site and comply with parking requirements as determined by the City Council.
- 1.3. Authorized conditional uses::
 - a. Public schools ~~and school grounds~~.
 - b. Churches, ~~not including temporary facilities~~.
 - c. Libraries, museums, art galleries.
 - d. Nonprofit country clubs used for recreational purposes as defined in this Section by members of the club. A non-profit country club shall be limited to golf. Preparation and serving of food and/or beverages associated with golf, on property specifically associated for these uses may be approved with Conditional Use. Sale of equipment and/or supplies may be approved with the conditional Use. Preparation and serving of food and/or beverages and the sale of equipment and/or supplies shall be a secondary and ancillary use to golf. Non-profit country clubs shall have memberships and regular periodic dues associated with the country club. A minimum of 50% of the proposed property associated with a non-profit country club shall be landscaped. The proposed landscaping area shall be limited to 15% non-living material. The applicant shall submit annually to Highland City a copy of the certified annual report required by the Utah Department of Commerce.
 - i. Applicants desiring to obtain a nonprofit country club conditional use shall provide the following information when applying for a Conditional Use:
 1. Legal evidence and documentation of their non-profit corporation status with the Utah State Department of Commerce; and

2. Two (2) copies of detailed Architectural elevations (1/8" scale) for any structures and associated site plan (1" = 20' scale); and
3. Two (2) copies of a detailed Landscaping Plan (1" = 20' scale).

~~1. Churches, church grounds, and accessory buildings associated with the maintenance of those grounds, not including temporary facilities.~~

- e. ~~Wireless and other C~~ommunications ~~and other towers, masts or towers, subject to other city, state, and federal regulations.~~

~~2. All Conditional Uses shall landscape 35% of their site and comply with parking requirements as determined by the Planning Commission.~~

~~a.f.~~Drilling wells.

~~b.g.~~_____ Funeral Homes subject to the following requirements:

- i. The property fronts onto an arterial street and the primary access is from an arterial street.
- ii. Crematories are not permitted.
- iii. A caretaker's residence may be permitted as an accessory use, provided that the caretaker's residence shall be contained within the mortuary building.
- iv. The architecture shall be compatible with residential uses.

[R-1-20 Conditional Use Amendments]

3-4208 Conditional Uses

1. The ~~following~~ buildings, structures and uses of land described herein shall be allowed in the R-1-20 Zone upon compliance with the provisions of this Section as well as other requirements of this Code and upon obtaining a conditional use permit as specified in Chapter 4 of this Code.÷
2. All conditional uses shall landscape a minimum of 35% of their site and comply with parking requirements as determined by the City Council.
- 1.3. Authorized conditional uses:
 - a. Public schools ~~and school grounds~~.
 - b. Churches, ~~church grounds, and accessory buildings associated with the maintenance of those grounds, not including temporary facilities.~~
 - c. Libraries, museums, art galleries.
 - d. Nonprofit country clubs used for recreational purposes as defined in this Section by members of the club. A non-profit country club shall be limited to golf. Preparation and serving of food and/or beverages associated with golf, on property specifically associated for these uses may be approved with Conditional Use. Sale of equipment and/or supplies may be approved with the conditional Use. Preparation and serving of food and/or beverages and the sale of equipment and/or supplies shall be a secondary and ancillary use to golf. Non-profit country clubs shall have memberships and regular periodic dues associated with the country club. A minimum of 50% of the proposed property associated with a non-profit country club shall be landscaped. The proposed landscaping area shall be limited to 15% non-living material. The applicant shall submit annually to Highland City a copy of the certified annual report required by the Utah Department of Commerce.
 - i. Applicants desiring to obtain a nonprofit country club conditional use shall provide the following information when applying for a Conditional Use:
 1. Legal evidence and documentation of their non-profit corporation status with the Utah State Department of Commerce; and

2. Two (2) copies of detailed Architectural elevations (1/8" scale) for any structures and associated site plan (1" = 20' scale); and
3. Two (2) copies of a detailed Landscaping Plan (1" = 20' scale).

e. Wireless and other Communications ~~and other towers,~~ masts or towers, subject to other city, state, and federal regulations.

~~f. All Conditional Uses shall landscape 35% of their site and comply with parking requirements as determined by the Planning Commission.~~

~~g.f.~~ Drilling wells.

[R-1-30 Conditional Uses]

3-4258 Conditional Uses

1. The ~~following~~ buildings, structures and uses of land described herein shall be allowed in the R-1-30 Zone upon compliance with the provisions of this Section as well as other requirements of this Code and upon obtaining a conditional use permit as specified in Chapter 4 of this Code.÷
2. All conditional uses shall landscape 35% of their site and comply with parking requirements as determined by the City Council.
- 1.3. Authorized conditional uses:
 - a. Public schools ~~and school grounds~~.
 - b. Churches, ~~church grounds, and accessory buildings associated with the maintenance of those grounds, not including temporary facilities.~~
 - c. Libraries, museums, art galleries.
 - e.d. Wireless and other communications masts or towers, subject to other city, state, and federal regulations.
 - d. ~~All Conditional Uses shall landscape 35% of their site and comply with parking requirements as determined by the Planning Commission.~~
 - e. Drilling wells for water.

[Chapter 4 Conditional Use Procedure Amendments]

4-102 Application

1. An application for a conditional use permit shall be made to the Zoning Administrator as provided herein. The Zoning Administrator shall review and evaluate the application. Following said review and evaluation, the Zoning Administrator shall transmit the application to the Planning Commission for ~~action~~recommendation to the City Council, together with the recommendation of the Zoning Administrator as to approval or disapproval of the conditional use permit and any conditions which the Zoning Administrator may recommend to be imposed.
2. Applications for a conditional use permit shall be accompanied by such fees, maps, drawings, statements, or other documents as the ~~Planning Commission, and~~ Zoning Administrator shall deem necessary to fully evaluate the application and have the application reviewed by the Planning Commission and City Council.
3. Notices of hearings to review an application under this Chapter shall be published at least seven (7) days prior to the hearing.

4-103 ~~Fee~~Accessory Uses, Modifications, and Amendments

~~The application for any conditional use permit shall be accompanied by the fee that may be specified in the current schedule of fees and charges which has been adopted by the City Council.~~

1. Except as otherwise required by a conditional use permit, the issuance of a conditional use permit authorizes the following activities and improvements so long as such activities and improvements comply with all requirements of the Development Code and the conditional use permit, do not materially modify, impact, or relocate the approved structures and site, and do not materially increase off-site impacts or create increased parking or utility demands:
 - a. Accessory structures;
 - b. Tenant improvements within approved buildings that do not modify the exterior shell;
 - c. Erection of signs;
 - d. Modification to landscaping that incorporate xeriscaping or other modifications that do not remove minimum required site landscaping;

- e. Reconstruction or restoration of damaged or destroyed buildings and structures in conformance with the conditional use permit.
- 2. For an expansion or modification of an existing conditional use that may materially modify, impact, or relocate approved structures or the site, increase off-site impacts, or increase parking or utility demands, as determined by the Zoning Administrator, an amendment to the conditional use permit is required.
 - a. An amendment shall not be used to appeal or challenge a condition of approval, though an amendment seeking to change a condition of approval may be considered if the circumstances or bases for the condition of approval have changed.
 - b. An amendment shall be reviewed and decided by the City Council, without prior review of the Planning Commission, after a public hearing according to the process set forth herein.
 - c. The following are non-exhaustive examples of expansions or modifications of existing conditional uses that require an amendment to the conditional use permit:
 - i. Any expansion of or modification to a legal, non-conforming, conditional use other than conversion to a conforming permitted use;
 - ii. Removal or relocation of existing walkways and parking areas;
 - iii. Modifications to requirements related to screening the conditional use or controlling any noise, dust, vibration, or other emission created by the conditional use;
 - iv. New utility connections;
 - v. Modifications to twenty-five percent (25%) or more of the property or structures subject to the conditional use permit.
- 1.3. Except as otherwise required by a conditional use permit, changes in ownership of a property or portion thereof subject to a conditional use do not require an amended or new conditional use permit if the new owner continues the conditional use in conformance with the Development Code and conditional use permit.



CITY COUNCIL AGENDA REPORT

ITEM #4e

DATE: July 2, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, City Engineer/Public Works Director
SUBJECT: Mountain Ridge Park - Phase 2 Amenities
TYPE: General City Management

PURPOSE:

The City Council will consider authorizing the following items for the Mountain Ridge Park Improvements: Ninja course, Stage Foundation, Shades for Baseball Bleachers, Futsol Fence, 5600 West Fencing, Additional Security Cameras, Conduits for Future Lighting, Baseball Field Maintenance Building, and the associated landscape repairs.

STAFF RECOMMENDATION:

Staff recommends the Council select the items that Council believes are appropriate additions to Mountain Ridge Park and approve the associated expenditures.

PRIOR COUNCIL DIRECTION:

On December 5, 2023, the Council approved the use of \$1.3M in Parks Impact fee funds for Mountain Ridge Phase 2 in addition to the \$700,000 left over from Phase 1 construction. The Council subsequently provided direction relative to priority items for the Phase 2 potential items that could be added to the park. On April 16, 2024, the Council approved the contracts for the balance of all planted areas (topsoil, sprinklers, grass, and trees, shrubs, rock) to Stratton and Bratt; a contract for asphalt trail to Eckles Paving; and a contract for the baseball field to S & L. On May 7, 2024, the Council approved the updated design of the park which included a new location for the Ninja Course and modified the western trail to allow for more trees west of the trail. Subsequently, on June 4, 2024, the Council discussed the available funding and potential improvements. On June 11, 2024 Council and staff did a walking tour of Mountain Ridge Park to discuss amenity locations.

BACKGROUND:

The table below contains a summary of the contemplated potential improvements slated for Mountain Ridge Park and the associated costs.

Ninja Course	\$568,667.51
Stage Foundation	\$110,000.00
Shades and Bleachers for Baseball Area	\$141,240.00
Futsol Fence	\$42,130.00
Additional Security Cameras	\$33,000.00
Conduits for future lighting	\$146,237.44
Baseball Field Maintenance Building	\$128,920.00
42" Tall Fence along 5600 W	\$42,319.20

Drinking Fountain by Baseball Fields	\$6,600.00
Total of All Items	\$1,219,114.15

FISCAL IMPACT:

The cost for each of the presented items can be funded through the use of parks impact fees in the Parks Capital fund (see attached summary from June 4, 2024 Council discussion). The amenities that the Council opts to proceed with will require budget adjustments that will be included in the mid-year budget adjustments. As previously presented to Council, there are sufficient funds available for all currently contemplated improvements if the Council would like to proceed with all improvements. The currently provided totals do not include any further sound mitigation for the adjacent residents above the added trees previously approved. As such, any additional mitigation efforts would result in additional costs.

MOTION:

I move that City Council APPROVE the construction funding for the following amenity improvements for Mountain Ridge Park, Phase 2 (Council to indicate selected options) and AUTHORIZE the City Administrator to sign the appropriate contract documents with the companies and per the expenses associated with the improvements as provided in the Council packet materials and staff report, authorizing staff to administer a ten-percent (10%) contingency for unforeseen construction expenses.

ATTACHMENTS:

1. Master Plan Option 3
2. 06.04.2024 CC Park Budget Discussion
3. Phase 2 Amenity Budget Amounts
4. Updated SL Mountain Ridge Phase 2 Amenity Pricing
5. Ninja Course
6. Baseball Shade Structure Estimate
7. Northwest Fence and Supply
8. Baseball Maintenance Building



Mountain Ridge Park



Master Plan | Alternate 2

04.30.2024



These materials were presented to the City Council on June 4, 2024
pertaining to the available funds for Mountain Ridge Park, Phase 2.

Park Capital Fund Status FY 23-24

FY23 Ending Fund Balance	~\$7,100,000
FY24 Expected Revenues - Impact fees and previously authorized funding sources: Town Center transfer, Enterprise Fund contributions, FY23 Parks Tax, donations, etc.	~\$1,400,000
FY24 Planned Expenses - Bond payments and Mountain Ridge previously authorized spending on Phase I and II	~\$4,100,000
FY24 UNEXPECTED Revenues – Impact fees and interest	~\$1,300,000
FY24 ESTIMATED Ending Fund Balance	~\$5,700,000

These materials were presented to the City Council on June 4, 2024
pertaining to the available funds for Mountain Ridge Park, Phase 2.

Park Capital Fund Status FY 24-25

FY24 ESTIMATED Ending Fund Balance	~\$5,700,000
FY25 Budgeted Revenues - Impact fees, General Fund transfer, interest	~\$1,200,000
FY25 Non-Mountain Ridge Expenses - Bond payment, trail spending, Wildrose park, parks equipment replacement	~\$900,000
FY25 Phase II Mountain Ridge Expenses - Baseball field, soccer fields, trail, storage building, lighting conduits	~\$2,000,000
FY25 ESTIMATED Ending Fund Balance	~\$4,000,000

These materials were presented to the City Council on June 4, 2024
pertaining to the available funds for Mountain Ridge Park, Phase 2.

FY26 and Future & Potential Expenses

FY25 ESTIMATED Ending Fund Balance	~\$4,000,000
Remaining Bond Payments	~\$2,000,000
ESTIMATED Remaining Fund Balance	~\$2,000,000
Non-contracted Phase II Amenities ESTIMATED cost – Ninja course, baseball audience shade and batting cages, stage base, additional security cameras, extra fencing, baseball storage building, etc.	~\$1,200,000
ESTIMATED Remaining Fund Balance	\$800,000

FY25 Revenue - Impact Fees & Others

- \$600,000 in Impact Fees Budgeted for FY25
 - Requires 122 new home permits (multi-family price)
 - 138 permits so far in 2024 (impact fees paid)
 - ~225 entitled, but not issued permits throughout the City (no impact fee money collected)
 - 165 in Ridgeview
 - 60 in other approved developments
- Other revenue sources
 - \$370,000 General Fund Transfer
 - \$165,000 Interest Income
 - less than half of current year revenue

Park Improvement	Cost	10% Contingency	Total	
Ninja Course				
Ground Work	\$ 141,750.00	\$ 14,175.00	\$ 155,925.00	
Equipment	\$ 355,220.46	\$ 35,522.05	\$ 390,742.51	
Landscape Repairs	\$ 20,000.00	\$ 2,000.00	\$ 22,000.00	Approx.
<i>Ninja Course Total</i>	<i>\$ 516,970.46</i>		<i>\$ 568,667.51</i>	
Stage Foundation	\$ 100,000.00	\$ 10,000.00	\$ 110,000.00	Approx.
Shades and Bleachers for Baseball Area	\$ 128,400.00	\$ 12,840.00	\$ 141,240.00	
Futsal Fence	\$ 38,300.00	\$ 3,830.00	\$ 42,130.00	
Additional Security Cameras	\$ 30,000.00	\$ 3,000.00	\$ 33,000.00	Approx.
Conduits for future lighting	\$ 132,943.13	\$ 13,294.31	\$ 146,237.44	
Baseball Field Maintenance Building	\$ 117,200.00	\$ 11,720.00	\$ 128,920.00	
42" Fence along 5600 W	\$ 38,472.00	\$ 3,847.20	\$ 42,319.20	
Drinking Fountain by Baseball Fields	\$ 6,000.00	\$ 600.00	\$ 6,600.00	Approx.
Total of All Items	\$ 1,108,285.59		\$ 1,219,114.15	

S&L Inc Budget

PROJECT: Mountain Ridge Field
LOCATION: Highland Utah
PREPARED FOR: Highland City- Andy Spencer
DATE: June 26, 2024

WORK DESCRIPTION	Qty	UNIT	UNIT COST	TOTAL
Construction Management				
Project Manager	0.0	Mon	\$0.00	\$0.00
Superintendent	4.0	Mon	\$8,000.00	\$32,000.00
Office Support	4.0	Mon	\$500.00	\$2,000.00
Sanitation/Safety	4.0	Mon	\$500.00	\$2,000.00
Site tools & Supplies	4.0	Mon	\$100.00	\$400.00
Construction Surveying/Layout (inc. landscaping)	1	LS	\$15,000.00	\$15,000.00
QC Testing Allowance (by owner)	1	LS		\$0.00
Site Mobilization/Demob	1	LS	\$4,000.00	\$4,000.00
Concrete Washout	1	LS	\$3,500.00	\$3,500.00
SWPPP permitting & inspection	1	LS	\$3,500.00	\$3,500.00
Water & Dust Control	1	LS	\$6,500.00	\$6,500.00
Close out/Punchlist/Opening	1	LS	\$1,000.00	\$1,000.00
			Sub-total	\$69,900.00
			Sub-total + 5%	\$73,395.00
Grading Phase budget				
Cut & Fill	12,000	CY	\$3.65	\$43,800.00
Rough Grade Site	445,000	SF	\$0.15	\$66,750.00
				\$0.00
			Sub-total	\$110,550.00
			Sub-total + 5%	\$116,077.50
Fine Grading				
Concrete Walks Prep	7,700	SF	\$2.00	\$15,400.00
Mowstrip Prep	1,650	LF	\$5.00	\$8,250.00
Prep & backfill backstop wall	150	LF	\$20.00	\$3,000.00
			Sub-total	\$26,650.00
			Sub-total + 5%	\$27,982.50
Landscaping				
By Others				\$0.00
				\$0.00
			Sub-total	\$0.00
			Sub-total + 5%	
Field Improvements				
4" Infield Mix from Orem City (inc cages) BY OWNER	425	CY	\$0.00	\$0.00
Delivery	425	CY	\$20.00	\$8,500.00
Installation & Grading of Infield & Warning Track	1	LS	\$40,000.00	\$40,000.00
3-4" Warning Track Lava Rock	150	CY	\$200.00	\$30,000.00
Topdressing (1 ton per 3000 SF)	10	Tons	\$1,000.00	\$10,000.00
Home Plate Turf to backstop w/logo (approx 1500 SF)	1	LS	\$30,000.00	\$30,000.00
			Sub-total	\$118,500.00
			Sub-total + 5%	\$124,425.00
Storm Drain				
French Drain	950	LF	\$25.00	\$23,750.00
ADS Cleanouts w/sump at ends	4	EA	\$2,000.00	\$8,000.00
Perimeter Swale	3,000	LF	\$4.00	\$12,000.00
			Sub-total	\$43,750.00
			Sub-total + 5%	\$45,937.50
Amenities				
Outfield & Dugout Fencing Complete	1	LS	\$130,000.00	\$130,000.00

Netting System Allowance (7 posts + net)	1	LS	\$38,000.00	\$38,000.00
Site Concrete Complete	1	LS	\$165,000.00	\$165,000.00
Bases w/install	1	LS	\$1,100.00	\$1,100.00
10" Portable Game Mound	1	LS	\$5,250.00	\$5,250.00
10" Practice Mound	2	Ea	\$3,500.00	\$7,000.00
Corrugated Fence Cap	650	LF	\$7.00	\$4,550.00
Footings for Pavillion over bleachers	8	Ea	\$2,200.00	\$17,600.00
Roof Panels for dugout- labor w/angle iron 3' OC	2	Ea	\$2,500.00	\$5,000.00
21' Inground Elite Dugout Benches	2	Ea	\$3,500.00	\$7,000.00
5/16" Rubber Belting at Backstop Attach 36" OC	150	LF	\$30.00	\$4,500.00
TUFFframe Pro Batting Cage	2	Ea	\$23,000.00	\$46,000.00
Bullpen Mounds w/concrete pad	2	EA	\$5,500.00	\$11,000.00
3 Row Colored Bleachers 21' long	2	EA	\$5,500.00	\$11,000.00
			Sub-total	\$431,000.00
			Sub-total + 5%	\$452,550.00

Baseball Field	Sub Total	\$800,350.00
	Total + 5%	\$840,367.50

Electrical Conduits				
Trenching & Backfill	2,700	LF	\$18.00	\$48,600.00
Bedding Sand (from Stockpile)	200	CY	\$4.00	\$800.00
3- 1.5" Conduit w/string	2,000	LF	\$10.00	\$20,000.00
2-1.5" Conduit w/string	600	LF	\$6.50	\$3,900.00
1.5" Conduit w/string	250	LF	\$3.25	\$812.50
36"x10' PVC Future Pole Base Sleeving w/cap	6	EA	\$5,000.00	\$30,000.00
Junction Box	9	EA	\$2,500.00	\$22,500.00
			Sub-total	\$126,612.50
			Total + 5%	\$132,943.13

42" Fence along 5600 W				
4' Montage Plus Fencing	458	LF	\$80.00	\$36,640.00
			Sub-total	\$36,640.00
			TOTAL + 5%	\$38,472.00

Ninja Course Adds				
Ninja Course Concrete	1	LS	\$40,000.00	\$40,000.00
Ninja Course Prep & Base	1	LS	\$10,000.00	\$10,000.00
Demo at Ninja Course	1	LS	\$5,000.00	\$5,000.00
Ninja Course Drainage Add	1	EA	\$15,000.00	\$15,000.00
Ninja Course Electrical- Scotvale	1	LS	\$55,000.00	\$55,000.00
Ninja Course Electrical- Excavation, restoratin & bases- S&L	1	LS	\$10,000.00	\$10,000.00
Ninja Course Landscaping Adjustments by Stratton	1	LS	\$0.00	\$0.00
			Sub-total	\$135,000.00
			TOTAL + 5%	\$141,750.00

Overall Total	\$1,153,532.63
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Big T Recreation
11618 S. State St #1602
Draper, UT 84020
801-572-0782
taft@bigtrec.com

QUOTE

Date	Quote #
04/16/2024	18012
Exp. Date	06/28/2024

Shipping Address

Highland City
5400 W Civic Center Dr., Ste 1
Highland, UT 84003

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Structure	X-Treme Ninja Outdoor Fitness Course X-Treme Ninja Fitness Course Package 3 Reference Attached Drawing and Product Info	1	246,768.86	246,768.86
Installation	Installation of Fitness Course Package 3	1	34,153.60	34,153.60
Surfacing	Sports Synthetic Turf Package with Pad (color green) Up To 3,825 Sqft Curbing and Site Prep Not Included Does not Include Needed Compacted Base Materials	1	64,866.00	64,866.00
Freight	Freight Please Note: This Fitness Equipment is classified as Adult Fitness Equipment and is designed to be used by individuals 14 years or older. The Ninja Fitness Course is NOT PLAYGROUND EQUIPMENT! Tax Exempt Certificate Due at Time of Order	1	9,432.00	9,432.00
			SUBTOTAL	
			TAX	
			TOTAL	\$355,220.46

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft@bigTrec.com or merit@bigTrec.com.

We thank you for your business.



2024 X-TREME NINJA COURSE 3





See Adam Rayl run through
an X-treme Ninja course

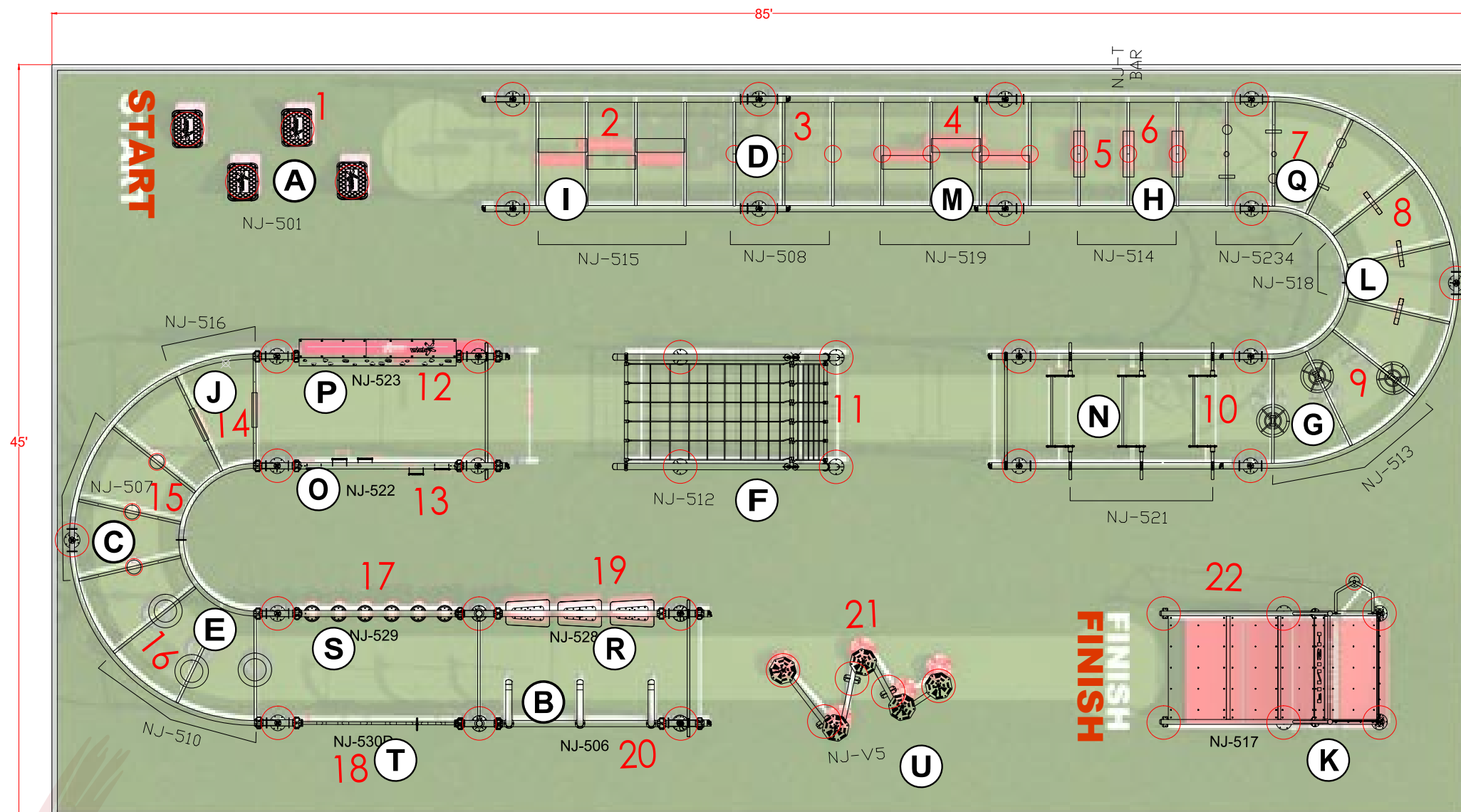
SCAN THE CODE OR VISIT
[GREENFIELDSFITNESS.COM](https://www.greenfieldsfitness.com/x-treme-ninja-course)
/X-TREME-NINJA-COURSE

REQUIRED AREA:
85' x 45'
FEATURES: 20



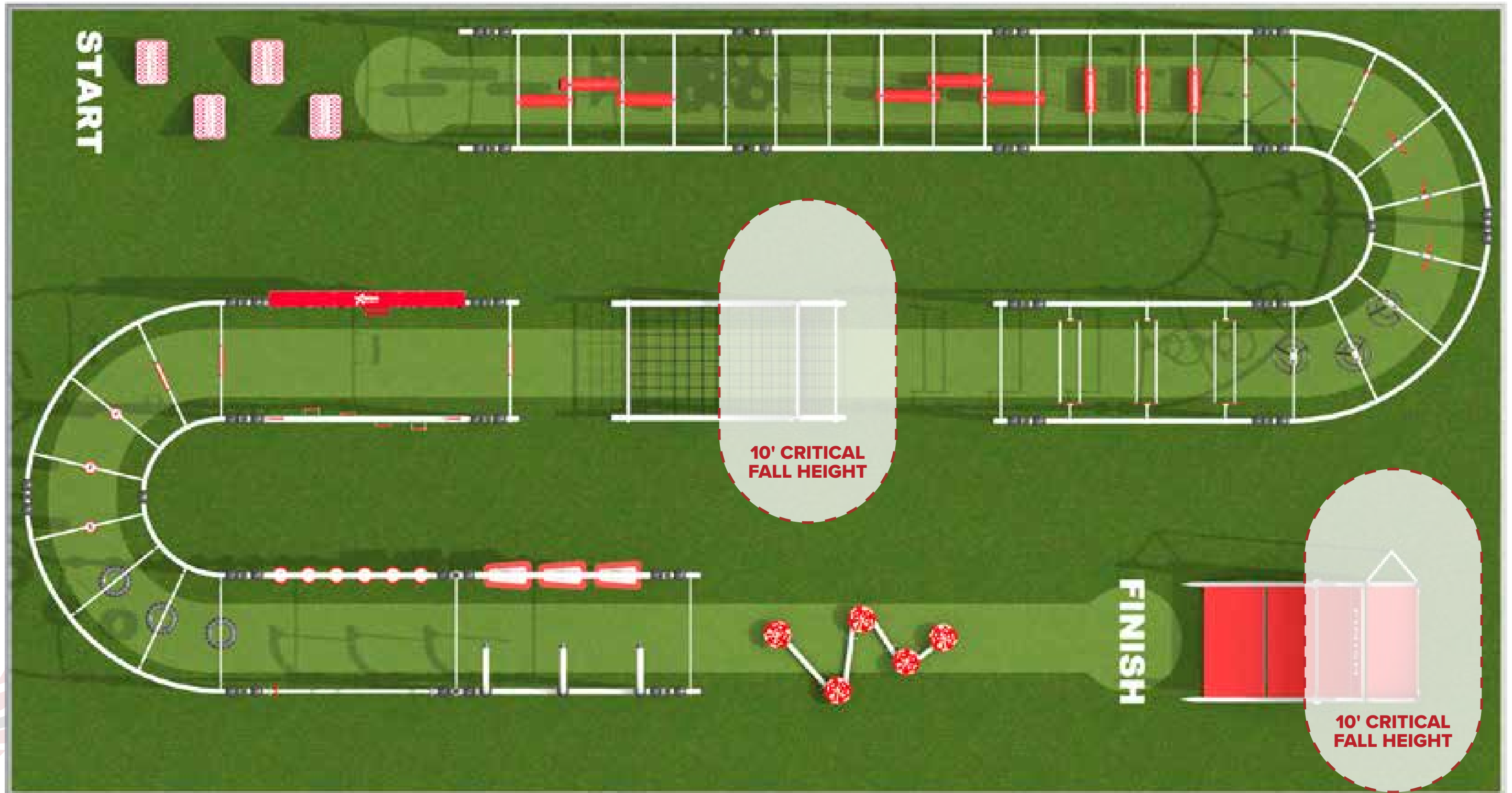






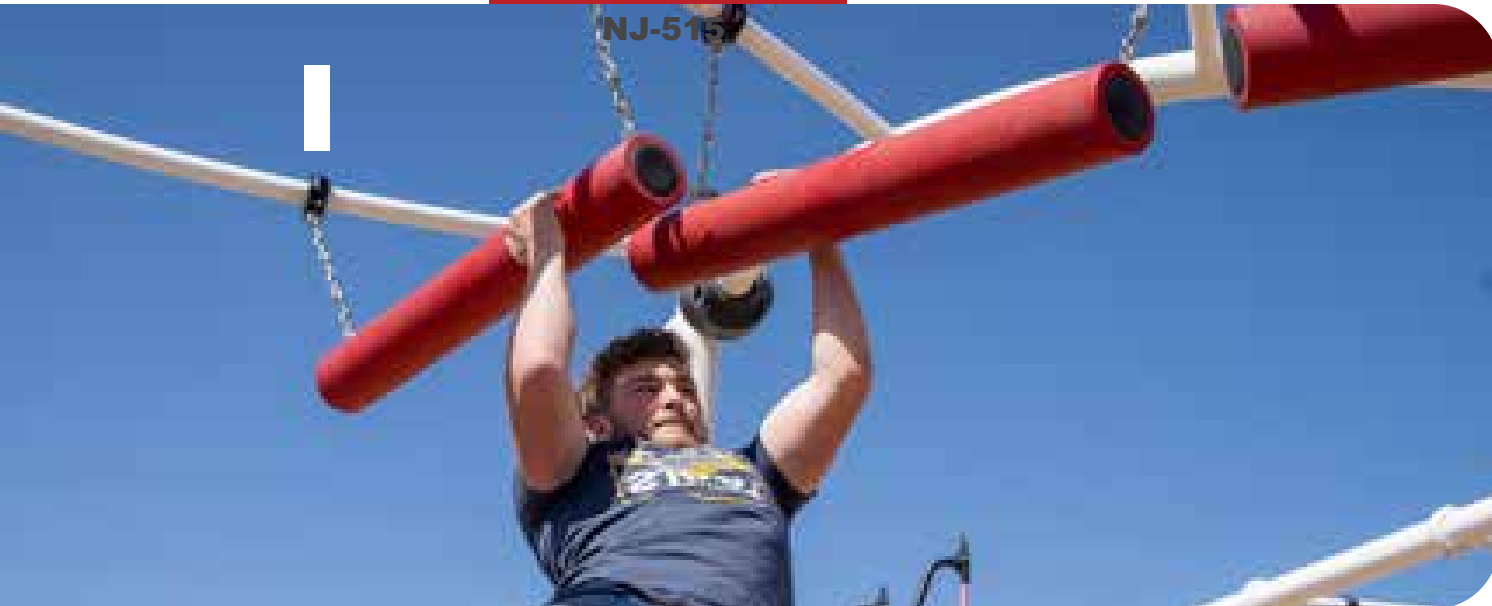
COURSE FEATURES:

A	Slanted Jump Boards	NJ-501
B	Swinging Ropes	NJ-506
C	Hanging Beams	NJ-507
D	Cheese Walls	NJ-508
E	Tire Swings	NJ-510
F	Spider Web Climber	NJ-512
G	Rotating Cone Wheels	NJ-513
H	Burmese Floating Bridge	NJ-514
I	Spider Walk	NJ-515
J	Trapeze Trainers	NJ-516
K	Finish Wall	NJ-517
L	Swings	NJ-518
M	Hovering Beams	NJ-519
N	Toggle Pull-Up Triangles	NJ-521
O	Rotating Poles	NJ-522
P	Rock Wall	NJ-523
Q	Rings, Grip Balls, & Cones	NJ-5234
R	Hanging Platforms	NJ-528
S	Hanging Coins	NJ-529
T	Ring Jump	NJ-530D
U	Vertigo 5 Trainer	NJ-V5



SPIDER WALK

NJ-515



B

SWINGING ROPE

NJ-506



RINGS, GRIP BALLS, & CONES

NJ-5234



Q



A

SLANTED JUMP BOARDS

NJ-501

Outdoor Fitness



H

BURMESE FLOATING BRIDGE

NJ-514



N

TOGGLE PULL-UP TRIANGLES

NJ-521



M

HOVERING BEAM

NJ-519



G

ROTATING CONE RINGS

NJ-513



R

HANGING PLATFORMS

NJ-528



SWING
NJ-518



CHEESE WALLS
NJ-508



SPIDER WEB CLIMBER
NJ-512



VERTIGO 5 TRAINER

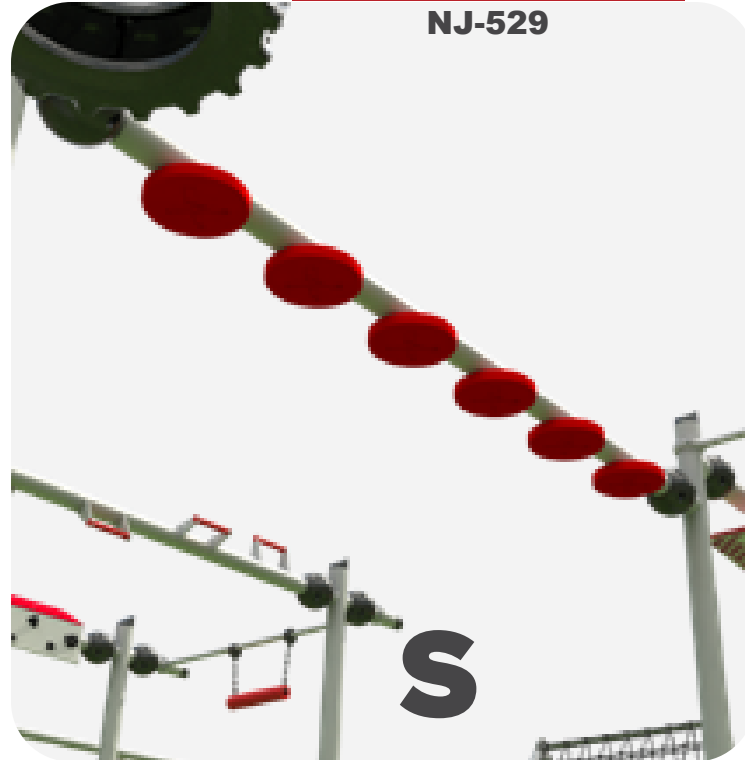
NJ-V5



U

HANGING COINS

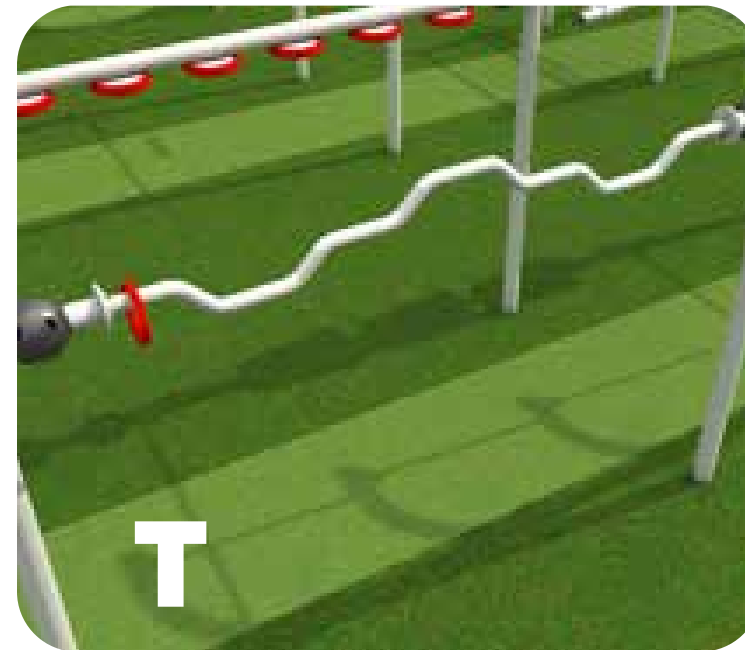
NJ-529



S

RING JUMP

NJ-530D



T

HANGING BEAMS

NJ-507



C



E

TIRE SWINGS

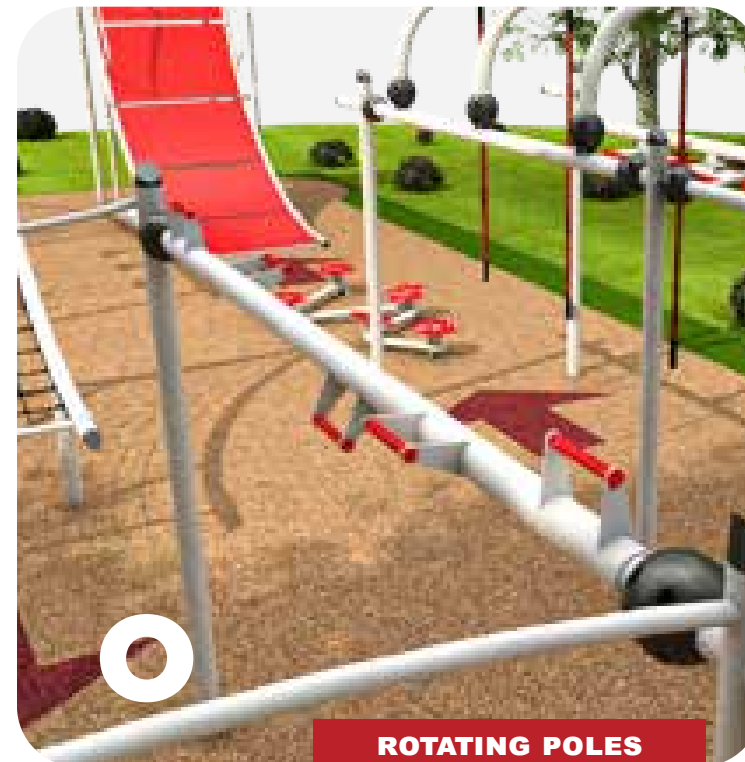
NJ-510



J

TRAPEZE TRAINERS

NJ-516



O

ROTATING POLES

NJ-522



P

ROCK WALL

NJ-523



WARRANTY

WARRANTY

- Limited 10-year warranty on main posts and metal structures
- Limited 5-year warranty on moving parts and bearings
- Limited 5-year warranty on seats and backrests
- Limited 3-year warranty on hydraulic pistons
- Limited 2-year warranty on footrests, armrests, rubber parts, and chains
- Limited 1-year warranty on battle ropes, climbing ropes, and suspension trainers

All warranties cover failure due to natural deterioration or manufacturing defects and do not include any cosmetic issues or wear and tear from normal use. This warranty does not cover cosmetic items such as scratches, dents, marring, fading, discoloring, weathering, wear and tear, or normal level of rusting. Warranty is valid only if the equipment is installed and maintained in conformity with Greenfields' installation and maintenance procedures furnished by Greenfields Outdoor Fitness. Equipment should not be exposed to any irrigation, especially with reclaimed water, as this will void the warranty. Equipment must be installed on a surface with proper drainage and or slope to prevent water buildup around the base of the equipment. Equipment should not be installed in basins or in low-lying areas which result in equipment being submerged. Equipment should be installed in a timely fashion after delivery; however, if the equipment must be stored for an extended period of time, crates should be stored in a dry, indoor environment.

OTHER PRODUCT INFORMATION

Greenfields will continue to develop its line of products and therefore reserves the right to change the design specifications without notice. The equipment is designed for use by individuals weighing up to 300 pounds. The equipment is NOT intended to be used by individuals younger than 14 years of age unless supervised by adults. Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are regarded as "one size fits most, but not all."

CUSTOMER SUPPORT

Upon written notification (email or fax) to Greenfields of a product's failure to conform to any of the aforementioned warranties during the applicable warranty period, Greenfields shall correct such failure/nonconformity by repairing the defective part(s) or providing replacement part(s) within 60 calendar days of receipt of the notification. Greenfields shall ship the required replacement part(s) to the site free of charge, but will not be responsible for providing labor or the cost of labor for removing defective part(s) or installing replacement part(s). Greenfields will warranty the replacement part(s) for the remainder of the original warranty period. Furthermore, no representation, oral or written, of any individual may be substituted for this exclusive limited warranty.

To the extent permitted by law, Greenfields shall not be liable for any direct, indirect, special, incidental or consequential damages, which are expressly excluded from the sale of its product. To make claims under the terms of this warranty, please contact Greenfields' Customer Support Center at CSC@GreenfieldsFitness.com. Please include photos or video.

INSTALLATION

Greenfields' equipment is constructed from heavy steel pipes and is subject to heavy forces and torques when in use as intended. Extra care must be taken to ensure that the equipment is securely installed so that it can be safely enjoyed for years to come. There are two methods of installation for the equipment:

- Surface mount installation with posts bolted to a reinforced concrete slab a minimum of 6"-8" thick (please refer to Installation Instructions & Video for detailed guidelines)
 - Permanent in-ground installation in which the equipment post extensions are placed in concrete footings and use provided rebar pegs (please refer to Installation Instructions & Video for detailed guidelines)
- Installers and project managers are encouraged to contact Greenfields' Customer Support Center with any questions before, during, and/or after installation. Detailed installation instructions are available for all products and are included in the Operations & Maintenance (O&M) Owner's Manuals which are shipped with every order. Often the installation of Greenfields' products is assigned to the lowest bidding contractor. The contractor may not have been in contact with Greenfields prior to the project or seen the detailed Installation Instructions. It is the responsibility of the project manager to ensure installing contractor is provided with the most updated set of Greenfields' Installation Instructions & Installation Video to ensure the validity of the warranty. Should the project installer need a copy of the Installation Instructions, please contact Greenfields' Customer Support Center at 888-315-9037 x105 or by email at CSC@GreenfieldsFitness.com.

SAFETY STANDARDS

This adult outdoor fitness equipment is not intended for use by unsupervised individuals younger than 14 years of age. ASTM recently adopted ASTM F3101-21A Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment. While playgrounds are subject to laws in various states requiring compliance with ASTM and/or Consumer Product Safety Commission (CPSC) guidelines, at time of this publication, and to the best knowledge of Greenfields Outdoor Fitness, there are no state laws requiring compliance with standards set forth by ASTM for outdoor fitness equipment (nor with CPSC guidelines, as none currently exist.) Play equipment can be certified to be in compliance with ASTM by the International Playground Equipment Manufacturers Association (IPEMA), and many agencies have a requirement that they only purchase equipment that is IPEMA certified.

However, at this time, this is not possible with outdoor fitness equipment, as IPEMA does not currently certify compliance of outdoor fitness equipment. In addition, at this time there are no programs in place to train certified inspectors for outdoor fitness equipment. Without a state law that requires compliance, specifications are voluntary only. However, Greenfields Outdoor Fitness strives to comply with all of the voluntary specifications of ASTM F3101-21A. Greenfields recommends adding a customized sign to each project to limit liability.

SURFACING MATERIALS

Over the years, Greenfields' product has been installed using the following various types of surfacing. ASTM 3101-21A suggests impact attenuating surfacing for some scenarios. The type of surfacing used is ultimately the choice of the owner and their project manager. When it comes to Functional Fitness, Challenge Course and any other apparatus with an overhead structure, it is advised to use fall attenuating surfacing. Greenfields does not promote the use of one type of surfacing over another – the decision is ultimately up to project owners and their architects / engineers. For project specific information, please feel free to contact a Greenfields project manager.

MAINTENANCE & EQUIPMENT UPKEEP

Greenfields Outdoor Fitness equipment is intended to be used by the unsupervised public in a variety of outdoor settings. Greenfields is extremely proud of the safe and durable design of its products, which are built to surpass their warranty under normal usage. Installations worldwide prove this equipment's success in both hot and cold climates, as well as dry and humid conditions. While the units are designed to require, for the most part, little to no maintenance, Greenfields recognizes that heavy and constant usage will require a minimal level of maintenance which will be scheduled based on the specific nature of each project. Installation on an ocean front, or with a direct line of sight to the ocean, will expose the units to salt and will require additional maintenance which is not required at inland sites or in dry climates. Such installations will require a regular freshwater rinse to remove the salt from the units (do not use reclaimed water - exposing the equipment to reclaimed water will void warranty). Greenfields recommends periodic inspection by a maintenance team to ensure each and every apparatus functions as intended. Please refer to the Periodic Inspection Checklist provided with the O&M Owner's Manuals. For project specific information, please feel free to contact a Greenfields project manager.



Smith Steelworks, LLC
270 W 500 S
Spanish Fork, UT 84660
(801) 414-1724
russelhsmith@gmail.com

Estimate

ADDRESS

Highland City Utah
5400 W Civic Center Dr.
Highland, UT 84003

SHIP TO

Mountain Ridge Park

ESTIMATE # 2137

DATE 04/09/2024

ACTIVITY	QTY	RATE	AMOUNT
Custom 18x34 Gable Pavilion with 12' columns. Columns set at 14' OC and 30' OC. Bleacher Size is 27' wide x 9.5' deep.	2	49,850.00	99,700.00
Pavilion to have 4 Steel Columns that are 12' tall. 2 Large Beams and 5 Purlins. 26 Ga mega Rib Metal Roof to match the existing roofs from previous jobs.			
Custom Installation of 18x34 pavilions. Does not include: Excavation, Concrete or Installation.	2	7,900.00	15,800.00
Custom Roof Panels, Trim and Screws only to cover 10'x32' dugouts.	2	6,450.00	12,900.00

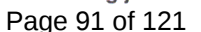
Please review the attached estimate! We look forward to working with you!

Sincerely,
Russel Smith
Smith Steelworks, LLC

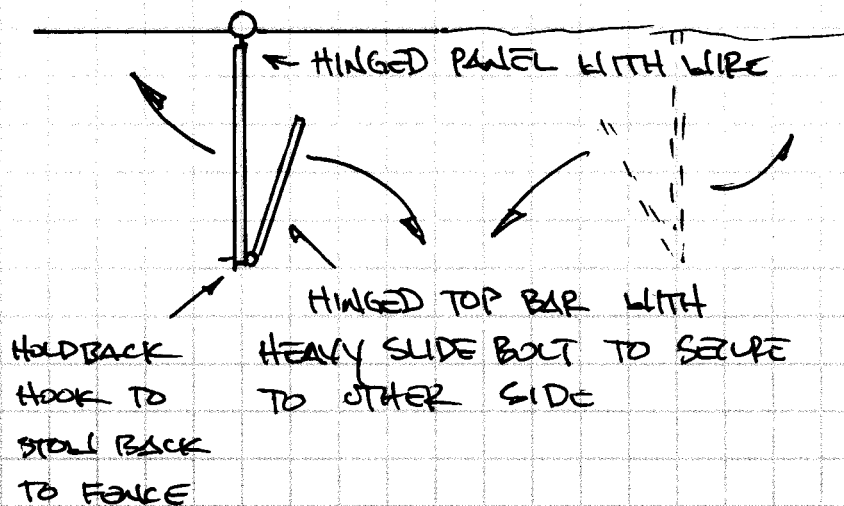
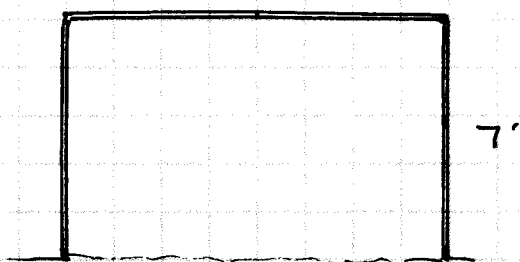
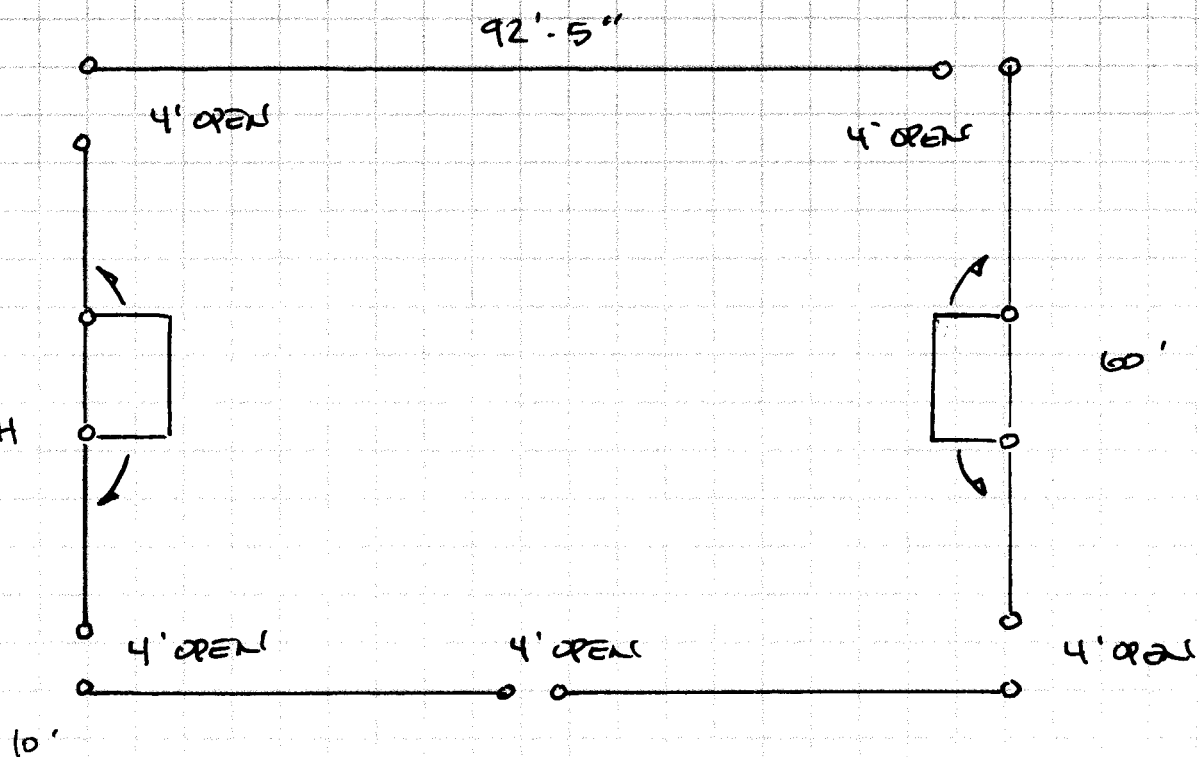
SUBTOTAL	128,400.00
TAX	0.00
TOTAL	\$128,400.00

Accepted By

Accepted Date



FUTSOL
7' x 10' x 7' H



TERMS AND CONDITIONS

By signing or otherwise agreeing (whether via email or orally) to the Contract/Proposal (the **“Contract”**) to which these Terms and Conditions (these **“Terms,”** and together with the Contract, the **“Agreement”**) are attached, the purchaser who has signed or otherwise agreed to the Contract (**“Purchaser”**) agrees to be bound by the Contract and these Terms. Northwest Fence & Supply (**“Company”** or **“Seller”**) shall be bound by this Agreement (and any changes thereto) only upon the execution of the Contract by an authorized agent of Company.

1. **General Terms.** Pursuant to the terms and conditions of this Agreement, Company agrees (either itself or through its subsidiary, affiliate or a subcontractor) to provide only the fence installation services, including labor and materials (collectively, the **“Services”**), described in the Contract, at the location specified in the Contract (the **“Service Location”**).

2. **Fee.** In addition to all other amounts Purchaser may owe to Company hereunder, Purchaser agrees to pay to Company (a) the fee set forth in the Contract, and (b) all additional fees and all costs and expenses incurred by Company as a result of (i) changes in the Services requested by Purchaser or (ii) inaccurate representations made by Client (collectively, as such may be adjusted pursuant to the terms and conditions of this Agreement, the **“Fee”**). Client agrees to pay the Fee as such amounts are invoiced to Client throughout the performance of the Services.

3. The Seller may at its option suspend work and deliveries under this contract if the Purchaser has not paid cash in full for all amounts owing under this Agreement, and, in Seller’s sole opinion, the credit of the Purchaser becomes doubtful or impaired, until the Seller has received full settlement or satisfactory security for shipments made and services rendered and is satisfied as to Purchaser’s credit for further shipments and/or services. If Purchaser fails or refuses to make payment as provided or to furnish such satisfactory security, the Seller shall have the right to enforce payment of the value of the Services already furnished, or in process, and shall have a reasonable extension of time for the performance thereof as is necessitated by the suspension.

4. Company shall be responsible only for reasonable diligence in performance. In the event the Services are not substantially completed within the time period specified in the Contract, or an extended time period required in connection with changes in the Services, because of the unavailability of materials, failure of other contractors performing work at the Service Location to complete their respective work in a timely manner, labor strikes, acts of God or causes that are beyond the reasonable control and anticipation of Company, Company shall have a reasonable additional period of time to complete the Services and otherwise perform under this Agreement. Such delays shall not be deemed a breach of this Agreement by Company and shall not serve to cancel, amend or diminish any of Purchaser’s obligations. Without limiting the foregoing, acceptance of performance by Purchaser shall constitute a waiver of any claims for damages on account of delays.

5. Purchaser agrees that Purchaser shall have a period of five (5) days from substantial completion of the Services to inspect the materials and work provided with respect thereto (the **“Inspection Period”**). Any Services not rejected by Purchaser during the Inspection Period shall be deemed accepted. Purchaser agrees that Purchaser shall have no right whatsoever to reject any materials or work provided as part of the Services after the Inspection Period except as set forth in Section 6 below.

6. **WARRANTY DISCLAIMER.** Seller agrees to provide the Services in a good and workmanlike manner. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF DESIGN, CONDITION OR QUALITY, OR ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, RELATED TO ANY OF THE MATERIALS AND/OR SERVICES SELLER PROVIDES HEREUNDER, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES. Purchaser hereby acknowledges and accepts such disclaimer and hereby waives any and all rights Purchaser may have by virtue of the representations and warranties disclaimed. While Seller does not warrant any materials provided, the manufacturers of such materials may provide warranties with respect thereto. COMPANY HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY OTHER THAN AS PROVIDED IN THE FIRST SENTENCE OF THIS SECTION.

7. **Exclusive Remedy.** CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF COMPANY’S SOLE WARRANTY SET FORTH IN SECTION 6 ABOVE OR FOR ANY SERVICES RIGHTFULLY REJECTED BY CUSTOMER WITHIN THE INSPECTION PERIOD PURSUANT TO SECTION 5 SHALL BE REPLACEMENT OF, OR, AT COMPANY’S SOLE OPTION, AND SUBJECT TO SECTION 5, REFUND FOR ANY NONCONFORMING MATERIALS OR LABOR PROVIDED AS PART OF THE SERVICES.

8. **Limitation on Company’s Liability.** EXCEPT AS OTHERWISE RESTRICTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL COMPANY OR ANY THIRD PARTY BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THE SERVICES OR THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS ARISING HEREUNDER OR IN CONNECTION HERewith) EVEN IF COMPANY OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. COMPANY’S TOTAL LIABILITY FOR DAMAGES SUFFERED HEREUNDER, IF ANY, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID TO COMPANY BY CUSTOMER UNDER THIS AGREEMENT.

9. No one has authority to depart from the terms and conditions of sale as set forth in this Agreement, nor to make representations or arrangements other than those printed hereon whether in the execution or in the performance of this Agreement, unless the same are written on this Agreement or are given in writing with it or in pursuance of it, and are approved in writing by an authorized agent of Seller.

10. Purchaser agrees to furnish necessary property line and grade stakes. If errors are discovered while work is in progress, or after installation has been completed, changes and/or alterations will be charged to the Purchaser in an amount equal to Seller’s consequent additional expense.

11. The Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In the event Seller shall institute and prevail, or defend and prevail, in any action or suit for payment of the determination of right hereunder, Purchaser will pay to Seller all costs and expenses, including a reasonable attorney’s fee, incurred on account thereof.

12. Full payment for all Services is due 30 days from the invoice date (**“Payment Deadline”**). Any outstanding balance after the Payment Deadline will accrue interest at a rate of 1.5% per month or 18% per year compounded monthly or the maximum amount allowable under applicable state law, whichever is greater. Seller accepts payment by credit card and check. In the event that payment is not received by the Payment Deadline, this account may be turned over to a collections agency for collection. Purchaser is responsible for all costs of collection, including without limitation reasonable attorneys’ fees.

13. All changes to the Services provided by Seller hereunder and the applicable price of such work shall be agreed upon by Seller and Purchaser, whether orally or in writing, prior to Seller’s performance of the services or providing of the materials applicable to such change. Purchaser agrees that Seller is entitled to payment for all materials and Services Seller provides in connection with any changes to the Contract requested by Purchaser as if such materials and services were part of the Contract from the beginning and that Purchaser will pay Seller for such materials and Services in accordance with this Agreement even if a separate written agreement has not been entered into by the parties for the provision of such additional materials and Services.

14. Purchaser shall obtain and maintain, for the Seller’s benefit, fire, hazard, and home or property owners insurance on the premises in which Seller is providing materials and services with reasonable and customary terms, policy limits and deductibles. Purchaser shall bear the cost of all premiums of such insurance.

15. Purchaser will be responsible for and indemnify the Seller against any irrigation line damage, or damage to any other underground pipes, lines, wires, etc. Purchaser shall be responsible for obtaining all applicable permits and licenses, and for marking and staking underground utilities, including contacting Blue Stakes or other authority responsible for locating or marking underground utilities.

16. If the Purchaser is a corporation, limited liability company, partnership, trust, estate or other entity, the person executing the Agreement warrants that he or she has authority to bind such party to the terms and conditions contained in the Agreement.

17. ANY PERSON SIGNING THE CONTRACT ON BEHALF OF ANOTHER PERSON, ENTITY OR OTHER PARTY ALSO PERSONALLY GUARANTEES, BY WAY OF SUCH SIGNATURE, THE PAYMENT OF ALL AMOUNTS OWED FOR SERVICES AND MATERIALS PROVIDED BY SELLER UNDER THIS AGREEMENT, TOGETHER WITH ALL OTHER AMOUNTS OWED TO SELLER UNDER THIS AGREEMENT, INCLUDING INTEREST, COLLECTION COSTS AND ATTORNEYS’ FEES.

18. Credit reports from all of the credit reporting agencies may be run on Purchaser (or any individual executing this Agreement on behalf of Purchaser, as applicable) if credit is extended to Purchaser or Purchaser’s account is past due. Purchaser (or the individual executing this Agreement on behalf of Purchaser, as applicable), by signing below, hereby authorizes Seller to order such credit reports.

19. By signing below, Purchaser authorizes Seller to charge the credit card set forth on the Contract for all amounts to which Seller is entitled under this Agreement and which the Purchaser does not otherwise pay on demand. Any charges to such credit card under this Agreement will include an additional bank handling fee of 3%. The Purchaser represents and warrants that the Purchaser is authorized to use the above-referenced credit card for the purposes stated in this Agreement and that such credit card is valid and has not expired.

20. Special order materials, as determined by Company, will be subject up to a 100% restocking fee if the job is cancelled or changed such that such materials are no longer utilized in the anticipated project for the Purchaser. Please discuss with a Company representative whether any of the materials to be used in connection with the Services involve or constitute “special order” materials.

21. **Access; Interruptions.** Seller shall at all times have access to the Service Location. Purchaser agrees that neither Purchaser nor Purchaser’s agents shall interfere with, restrict, interrupt, harass or obstruct the Services or their progress, physically, by nuisance, or in any other manner. Purchaser acknowledges and agrees that Seller’s employees, unless otherwise told or restricted, will use Purchaser’s onsite services, which include water and electrical. Purchaser will be responsible for and indemnify Seller from and against any damage to any property or person, including Purchaser’s property, that results from Seller’s use of the onsite services, which include water and electrical. Purchaser agrees to notify Seller of any problems associated with the use of the onsite services, which include water and electrical.

22. These Terms and the Proposal (including all attachments thereto), which is incorporated herein, constitute the entire agreement between the parties and supersede any and all prior negotiations, warranties, understandings or agreements between the parties. There are no oral agreements, representations or warranties that modify or affect the Agreement. Except as otherwise stated herein, the Agreement cannot be modified except by mutual written agreement of the parties.

23. The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

24. **Protection Against Liens.** Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that, under Utah law, Purchaser may be protected against liens being maintained against an “owner-occupied residence” and from other civil action being maintained to recover monies owed for “qualified services” performed or provided by suppliers and subcontractors as part of this Agreement, if and only if the conditions required by law are satisfied, including the following: (a) Purchaser or Purchaser’s agent must enter into a written contract with the Company as an “original contractor” who is properly licensed or exempt from licensure, and (b) Purchaser must pay the Company in full in accordance with this Agreement and any written amendments to this Agreement. Purchaser must be the owner of an owner-occupied residence that is a detached single-family unit or duplex. As provided by applicable law, the Company may be entitled to file a lien against Purchaser’s real property if Purchaser fails to make payment to Company for materials and services the Company provides to Purchaser, in which case Purchaser shall be liable for all costs and fees the Company incurs in connection therewith.

25. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

26. I, the Purchaser, certify that I have reviewed this Agreement, including the personal guaranty set forth in **Section 17**. I understand and agree to this Agreement.

Highland City - Parks Maintenance Building
 Bid Tabulation
 Printed: 5/29/2024

UNIT PRICE SCHEDULE - BASE BID						Complete Contracting	
Item #	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount
	SCHEDULE A Bid						2183015
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
	SCHEDULE A TOTAL						\$ 2,183,015.00
	SCHEDULE B Alternates						
	EXISTING PARKING LOT PAVEMENT REPLACEMENT AT THE COMMUNITY CENTER					\$	21,000.00
	WESTERLY MEZZANINE AND STAIRS (INCLUDING ALL ELEMENTS: FRAMING, STEEL, STEEL RAILING, STAIRS, ELECTRICAL ETC)					\$	93,404.00
	PARKS MAINTENANCE BUILDING 24'X30' AT PARK (INCLUDES ALL ELEMENTS: MASSONRY STEEL DOORS, CONCRETE PAD, ELECTRICAL ETC)					\$	117,200.00
	FUEL SHED - ONSITE (INCLUDES ALL ELEMENTS: MASONRY, STEEL DOORS, CONCRETE PAD, ETC					\$	33,760.00
	TRASH ENCLOSURE ON-SITE (INCLUDES ALL ELEMENTS: MASONRY, STEEL DOORS, CONCRETE PAD, ETC)					\$	21,966.00
	Trash ENCLOSURE AT THE PARK (INCLUDES ALL ELEMENTS: MASONRY, STEEL DOORS, CONCRETE PAD, ETC)					\$	21,966.00
						\$	-
						\$	-
	SCHEDULE B TOTAL					\$ -	\$ 309,296.00
	TOTAL SCHEDULE A AND B						\$ 2,492,311.00



CITY COUNCIL AGENDA REPORT

ITEM #4f

DATE: July 2, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, City Engineer/Public Works Director
SUBJECT: 6000 W Pump Station Road and Trail Improvements
TYPE: General City Management

PURPOSE:

The City Council will consider approving the additional roadway and trail improvements associated with the 6000 West Pressurized Irrigation (PI) Pump Station project.

STAFF RECOMMENDATION:

Staff recommends approval of the additional improvements to the 6000 West roadway and Murdock Trail crossing that are associated with the construction of the new PI pump station as presented in the June 4, 2024 City Council meeting.

PRIOR COUNCIL DIRECTION:

On June 4, 2024, Council approved Schedule A (Pump Station) and awarded a contract to Nelson Bro. Construction Company in an amount up to \$3,127,381 for the construction of a new PI pump station along with the installation of a Culinary Pressure Reducing Valve (PRV) to be installed in the 6000 West roadway in an amount up to \$127,915, for a maximum authorized contract amount of \$3,255,296. The PRV was a portion of Bid Schedule B, which includes all improvements outside the pump station fencing and aqueduct connections including frontage work, street repair, and the trail crossing. The Council provided staff direction to evaluate the improvements outside the approved pump house fencing area (Schedule B) to determine if the entire scope of work should be awarded to Nelson Brothers Construction Company.

The Council also requested that the Mayor contact Utah County to identify if the County would participate in the costs of the trail improvements.

BACKGROUND:

As a part of the completion of the frontage improvements for the 6000 West pump station, the City has also planned improvements to 6000 West, 10100 North, and the Murdock Trail crossing of 6000 West. This area is both a heavily used roadway and trail crossing. The City has observed the potential for improvements to the crossing for improved safety for Murdock Trail users crossing 6000 West. Staff recommends constructing these improvements while the construction of the adjacent 6000 West pump station is underway. There will be substantial trenching and impacts to 6000 West from the various piping improvements for the pump station and PRV. As such, reconstruction of the pavements in this area is appropriate with the construction. Given that the pavement is recommended for reconstruction, there is an opportunity to create a safer crossing in a single construction effort. The simultaneous construction will minimize the disruption to the public in lieu of two or three separately constructed

projects.

As indicated above, on June 4, 2024, the City Council approved bid Schedule A with Nelson Brothers for the construction of the new PI pump station located on 6000 West along with a portion of Schedule B, the Culinary PRV. Council requested that the remaining items from Bid Schedule B be brought back for further discussion to consider the road improvements, Murdock Trail realignment, and frontage improvements to the PI pump station. The overall bid for Schedule B is \$630,548 minus \$116,286 (PRV) which was previously approved on June 6th. Leaving approx. \$515,800 of improvements included in Schedule B. These improvements can be generally broken out into 3 separate sections.

1- The frontage of the PI pump station, including landscaping, sidewalk, curb and gutter and road improvements: approximate cost of \$107,800

The frontage is an item that staff would strongly recommend completing as a part of this project to bring the area up to current standards and be consistent with what would be required of a private party building a similar site.

2- Road rebuild, which would rebuild this section of roadway, which has ironically been skipped over from previous improvement projects: approximate cost of \$122,000

The road rebuild does not have to be completed at this time. There is approximately 5~8 years of life remaining in the road. It is just advantageous to do the work while crews are in the area and will be disturbing the road as a part of the project. If the road rebuild is not done, the ride quality will diminish due to the number of trenches that will be placed with the pump station. In addition, this will create a high quality road along 6000 West from 10400 North to 9600 North, this project area is one of the last remaining pieces that is in need of higher levels of repair.

3- Trail related items, which will reconstruct the existing Murdock Trail to create a safer crossing for trail users along with adding traffic-calming features for motorists traveling on 6000 West: approximate cost of \$286,000

Staff would recommend doing some work to improve the safety of the trail crossing in this area.

However, the scope could be scaled back. The design currently includes curb on all sides and a center protected island. The curb and islands are intended to frame the crossing thereby clearly identifying the pedestrian crossing point and slow the vehicular traffic. Staff could redesign to something less expensive with push-button activated flashing signs and a different textured crosswalk. This level of improvement would be in the \$20,000 ~ \$30,000 range.

FISCAL IMPACT:

The cost of this project, Schedule B, is approximately \$567,380, which includes a 10% contingency. Funding for this will be split between two departments; Streets and PI. The funding will be divided as follows:

- Streets- \$448,800 in 41-40-71 Major Road Maintenance. This expense will span the FY25-Fy26 budget years, impacting the extent of other major road projects for those years.
- PI- \$118,580 in 53-40-60 Capital Expense/Projects This expense will span the FY25-FY26 budget years as well.

The Mayor has spoken with County Commissioners who have indicated that due to budget constraints their potential participation will have to be limited. As such, the City should plan on paying for the full cost of the project.

MOTION:**Motion to approve the project as currently bid:**

I move that City Council APPROVE a contract with Nelson Brothers Construction Company for the remaining Bid Schedule B items in an amount up to \$567,380 and AUTHORIZE the City Administrator to sign the necessary contracts.

Alternative Motion

If Council would like to eliminate or alter sections of the bid, the motion would be:

I move that City Council APPROVE a contract with Nelson Brothers Construction Company for the following Bid Schedule B items (insert items) and AUTHORIZE the City Administrator to sign the necessary contracts and direct staff to redesign the trail crossing [Council would need to specify any additional requested items or guidance].

ATTACHMENTS:

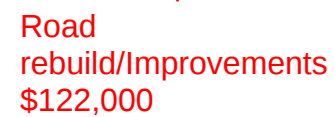
1. 6000 West - Schedule B - Categorized Improvements
2. 6000 West - Road and Trail Exhibit
3. Bid Tabulation - 6000 PS 5-14-24
4. Proposed Contractor's Construction Schedule

PROGRESS
PRINT
4.9.2024
DATE

Not to be used
for construction.

No.	DATE	REVISION

PROJECT NO.: 001.23.001	DATE: APRIL 2024
DRAWN BY: JB	CHECKED BY: TT
PROJECT MANAGER: T. TIMOTHY	



FILE NAME: \\USERS\BRADY\PROJECTS\HIGHLAND CITY\6000 WEST PI PS\CAD\C3 - ROAD WORK SITE PLAN - SOUTH.DWG
FILE DATE: 4/9/2024 08:27:51 (JEB)

0

30

60

SCALE IN FEET

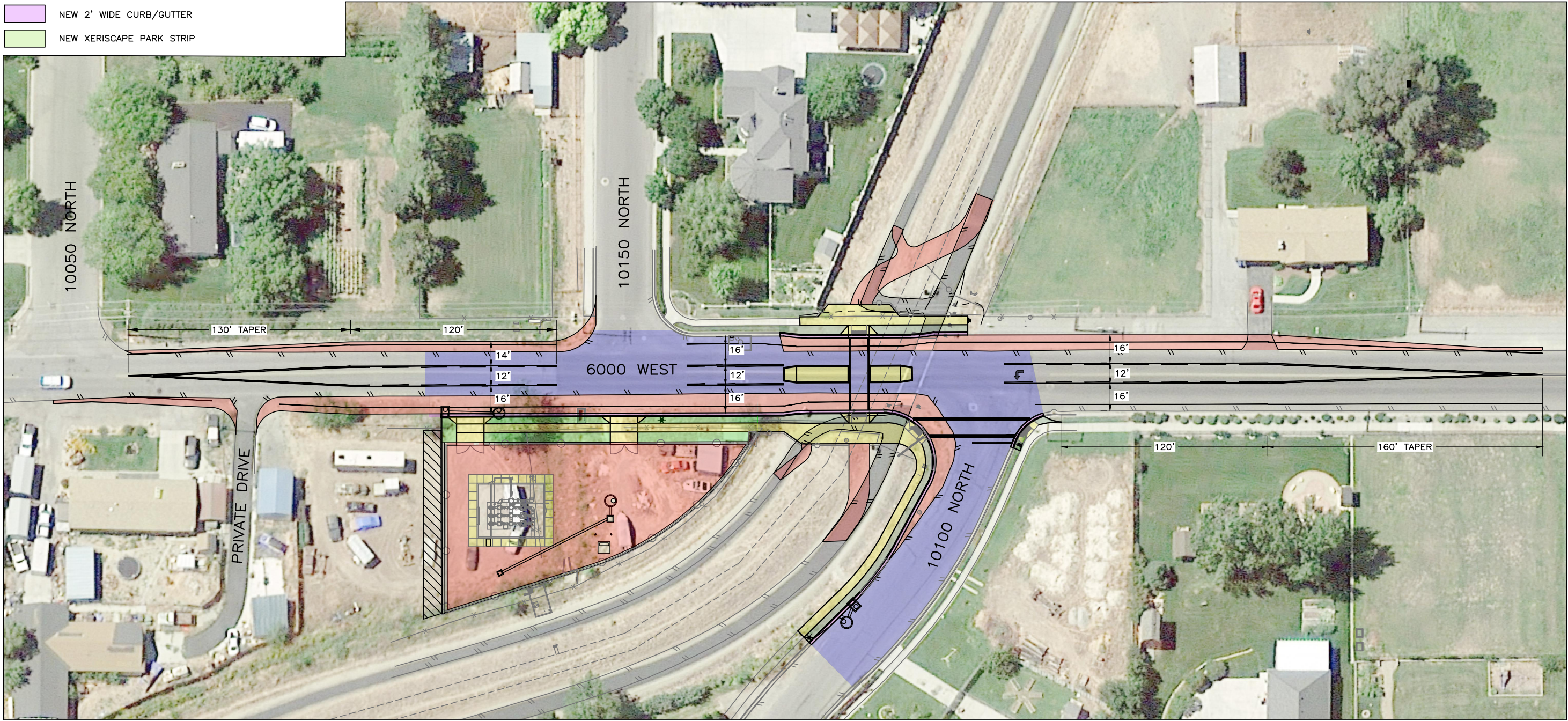
NEW ASPHALT

REPLACE EXISTING ASPHALT

NEW CONCRETE SIDEWALK

NEW 2' WIDE CURB/GUTTER

NEW XERISCAPE PARK STRIP



BT ENGINEERING

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

CONTACT:
ANDY SPENCER
801-772-4508

HIGHLAND CITY

6000 WEST IRRIGATION PUMP STATION

ROAD WORK SITE PLAN

PROGRESS
PRINT
4.9.2024
DATE

Not to be used
for construction.

NO.	DATE	REVISION	BY

PROJECT NO.:

DATE:

001.23.001

APRIL 2024

DRAWN BY:

CHECKED BY:

JB

TT

PROJECT MANAGER:

T. TIMOTHY

1

Page 99 of 121

Highland City - 6000 W PI Pump Station
Bid Tabulation
Bid Date: May 14, 2024

UNIT PRICE SCHEDULE - BASE BID				Nelson Brothers Construction Co.		VanCon, Inc.		COP Construction		S&L Inc.	
Item #	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	SCHEDULE A - Pump Station & Site Improvements										
A1	Mobilization	L.S.	1	\$202,590.00	\$202,590.00	\$176,998.73	\$ 176,998.73	\$399,000.00	\$ 399,000.00	\$200,000.00	\$ 200,000.00
A2	Materials Testing	L.S.	1	\$23,100.00	\$23,100.00	\$18,000.00	\$ 18,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00
A3	Construction Surveying	L.S.	1	\$8,017.00	\$8,017.00	\$27,000.00	\$ 27,000.00	\$14,000.00	\$ 14,000.00	\$20,000.00	\$ 20,000.00
A4	Traffic Control	L.S.	1	\$38,463.00	\$38,463.00	\$15,000.00	\$ 15,000.00	\$60,000.00	\$ 60,000.00	\$25,000.00	\$ 25,000.00
A5	6' High Temporary Chain Link Construction Fencing	L.F.	410	\$22.00	\$9,020.00	\$85.00	\$ 34,850.00	\$32.00	\$ 13,120.00	\$15.00	\$ 6,150.00
A6	4' High Temporary Field Fencing Along South Boundary	L.F.	104	\$16.50	\$1,716.00	\$20.00	\$ 2,080.00	\$16.00	\$ 1,664.00	\$25.00	\$ 2,600.00
A7	Meter Vault and Associated Piping	L.S.	1	\$152,950.00	\$152,950.00	\$245,000.00	\$ 245,000.00	\$208,000.00	\$ 208,000.00	\$225,000.00	\$ 225,000.00
A8	Pump Station Building	L.S.	1	\$585,716.00	\$585,716.00	\$625,000.00	\$ 625,000.00	\$737,000.00	\$ 737,000.00	\$450,000.00	\$ 450,000.00
A9	Pump Station Internal Piping and Pumps (Minus Piping Schedule B for Amiad Filters)	L.S.	1	\$537,388.00	\$537,388.00	\$600,000.00	\$ 600,000.00	\$712,000.00	\$ 712,000.00	\$625,000.00	\$ 625,000.00
A10	Internal Piping and Electrical for Amiad Filters (Piping Schedule B on Sheet M4)	L.S.	1	\$247,324.00	\$247,324.00	\$190,000.00	\$ 190,000.00	\$143,000.00	\$ 143,000.00	\$260,000.00	\$ 260,000.00
A11	Electrical and HVAC Systems for Meter Vault	L.S.	1	\$109,199.00	\$109,199.00	\$120,000.00	\$ 120,000.00	\$444,000.00	\$ 444,000.00	\$200,000.00	\$ 200,000.00
A12	Electrical and HVAC Systems for Pump Station	L.S.	1	\$531,987.00	\$531,987.00	\$500,000.00	\$ 500,000.00	\$177,000.00	\$ 177,000.00	\$400,000.00	\$ 400,000.00
A13	SCADA Programming and Integration by ICTech	L.S.	1	\$28,586.27	\$28,586.27	\$28,586.27	\$ 28,586.27	\$28,586.27	\$ 28,586.27	\$28,586.27	\$ 28,586.27
A14	Connection to 20" BFV with 20" x 18" DIP Reducer at PRWUA Aqueduct	L.S.	1	\$5,662.00	\$5,662.00	\$10,000.00	\$ 10,000.00	\$27,000.00	\$ 27,000.00	\$30,000.00	\$ 30,000.00
A15	Connection to 20" PI Main in 6000 West	L.S.	1	\$23,955.00	\$23,955.00	\$40,000.00	\$ 40,000.00	\$27,000.00	\$ 27,000.00	\$40,000.00	\$ 40,000.00
A16	18" MJ Butterfly Valve	Each	1	\$7,024.00	\$7,024.00	\$9,500.00	\$ 9,500.00	\$9,800.00	\$ 9,800.00	\$12,000.00	\$ 12,000.00
A17	18" DIP Water Line and Fittings	L.F.	95	\$647.00	\$61,465.00	\$550.00	\$ 52,250.00	\$570.00	\$ 54,150.00	\$400.00	\$ 38,000.00
A18	6" PVC Blowoff Line and Fittings	L.F.	57	\$115.00	\$6,555.00	\$170.00	\$ 9,690.00	\$260.00	\$ 14,820.00	\$150.00	\$ 8,550.00
A19	Remove Existing Fencing, Piping and Structures Shown on Plans	L.S.	1	\$2,840.00	\$2,840.00	\$25,000.00	\$ 25,000.00	\$11,000.00	\$ 11,000.00	\$25,000.00	\$ 25,000.00
A20	24" RCP Drainage Pipe	L.F.	15	\$438.00	\$6,570.00	\$600.00	\$ 9,000.00	\$440.00	\$ 6,600.00	\$300.00	\$ 4,500.00
A21	18" RCP Drainage Pipe	L.F.	235	\$172.00	\$40,420.00	\$300.00	\$ 70,500.00	\$180.00	\$ 42,300.00	\$150.00	\$ 35,250.00
A22	18" Concrete Flared End Section and Grate	Each	1	\$3,209.00	\$3,209.00	\$2,500.00	\$ 2,500.00	\$7,400.00	\$ 7,400.00	\$3,500.00	\$ 3,500.00
A23	15" RCP Drainage Pipe	L.F.	70	\$163.00	\$11,410.00	\$225.00	\$ 15,750.00	\$110.00	\$ 7,700.00	\$200.00	\$ 14,000.00
A24	2' X 2' Inlet Box	Each	1	\$1,676.00	\$1,676.00	\$6,000.00	\$ 6,000.00	\$4,100.00	\$ 4,100.00	\$2,500.00	\$ 2,500.00
A25	3' X 3' Junction Box	Each	4	\$3,102.00	\$12,408.00	\$9,000.00	\$ 36,000.00	\$5,300.00	\$ 21,200.00	\$4,000.00	\$ 16,000.00
A26	Install Owner Furnished 18" Canal Gate	Each	2	\$646.00	\$1,292.00	\$2,000.00	\$ 4,000.00	\$3,000.00	\$ 6,000.00	\$2,000.00	\$ 4,000.00
A27	3' X 3' Inlet Box and Sump	Each	1	\$21,474.00	\$21,474.00	\$35,000.00	\$ 35,000.00	\$11,000.00	\$ 11,000.00	\$25,000.00	\$ 25,000.00
A28	5' Wide Sidewalk Around Pump Station	S.F.	814	\$17.50	\$14,245.00	\$18.00	\$ 14,652.00	\$22.00	\$ 17,908.00	\$12.00	\$ 9,768.00
A29	16' Wide Concrete Drive Approach	L.S.	2		\$11,467.00	\$10,000.00	\$ 20,000.00	\$5,200.00	\$ 10,400.00	\$4,000.00	\$ 8,000.00
A30	6' Tall Black Vinyl Chain Link Fence and Concrete Mow Strip	L.F.	446	\$105.00	\$46,830.00	\$100.00	\$ 44,600.00	\$140.00	\$ 62,440.00	\$105.00	\$ 46,830.00
A31	16' Wide Black Vinyl Double Swing Gate	L.S.	2		\$4,000.00	\$2,750.00	\$ 5,500.00	\$4,400.00	\$ 8,800.00	\$3,500.00	\$ 7,000.00
A32	3' Wide Black Vinyl Gate	L.S.	1	\$928.00	\$928.00	\$1,100.00	\$ 1,100.00	\$870.00	\$ 870.00	\$2,000.00	\$ 2,000.00
A33	1" PI Service Line and Meter Box	L.S.	1	\$2,936.00	\$2,936.00	\$7,000.00	\$ 7,000.00	\$6,900.00	\$ 6,900.00	\$4,000.00	\$ 4,000.00
A34	1" DW Service Line and Meter Box	L.S.	1	\$10,614.00	\$10,614.00	\$10,000.00	\$ 10,000.00	\$6,700.00	\$ 6,700.00	\$4,500.00	\$ 4,500.00
A35	Keystone Retaining Wall Along South End	L.F.	100	\$228.00	\$22,800.00	\$375.00	\$ 37,500.00	\$150.00	\$ 15,000.00	\$100.00	\$ 10,000.00
A36	Extend 6" Concrete Mow Strip to New TBC at South Boundary	L.F.	15	\$65.00	\$975.00	\$20.00	\$ 300.00	\$58.00	\$ 870.00	\$30.00	\$ 450.00
A37	New Asphalt Parking Area	Tons	182	\$241.00	\$43,862.00	\$350.00	\$ 63,700.00	\$370.00	\$ 67,340.00	\$200.00	\$ 36,400.00
A38	Parking Bollard	Each	2	\$1,200.00	\$2,400.00	\$1,500.00	\$ 3,000.00	\$1,300.00	\$ 2,600.00	\$2,000.00	\$ 4,000.00
	SCHEDULE A TOTAL				\$2,843,073.27		\$ 3,115,057.00		\$ 3,412,268.27		\$ 2,858,584.27

	Schedule B - Roadway Improvements										
Item #	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
B1	Mobilization	L.S.	1	\$21,185.00	\$21,185.00	\$76,500.00	\$ 76,500.00	\$117,000.00	\$117,000.00	\$60,000.00	\$60,000.00
B2	Materials Testing	L.S.	1	\$10,428.00	\$10,428.00	\$10,000.00	\$ 10,000.00	\$7,800.00	\$7,800.00	\$15,000.00	\$15,000.00
B3	Construction Surveying	L.S.	1	\$6,675.00	\$6,675.00	\$15,000.00	\$ 15,000.00	\$5,400.00	\$5,400.00	\$10,000.00	\$10,000.00
B4	Traffic Control	L.S.	1	\$30,107.00	\$30,107.00	\$55,000.00	\$ 55,000.00	\$46,000.00	\$46,000.00	\$60,000.00	\$60,000.00
B5	Drinking Water PRV Vault	L.S.	1	\$116,286.00	\$116,286.00	\$135,000.00	\$ 135,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
B6	Storm Drain Combo Box and Sump	Each	2	\$24,761.00	\$49,522.00	\$40,000.00	\$ 80,000.00	\$9,900.00	\$19,800.00	\$30,000.00	\$60,000.00
B7	Concrete Sidewalk	S.F.	3,287	\$18.00	\$59,166.00	\$13.00	\$ 42,731.00	\$29.00	\$95,323.00	\$12.00	\$39,444.00
B8	Curb and Gutter	L.F.	572	\$94.00	\$53,768.00	\$68.00	\$ 38,896.00	\$86.00	\$49,192.00	\$50.00	\$28,600.00
B9	Park Strip Landscaping	L.S.	1	\$30,358.00	\$30,358.00	\$52,000.00	\$ 52,000.00	\$136,000.00	\$136,000.00	\$38,000.00	\$38,000.00
B10	New Asphalt Roadway Shoulder	Tons	274	\$189.50	\$51,923.00	\$300.00	\$ 82,200.00	\$99.00	\$27,126.00	\$250.00	\$68,500.00
B11	Mill Existing Roadway Asphalt	S.Y.	1,838	\$7.50	\$13,785.00	\$7.00	\$ 12,866.00	\$6.50	\$11,947.00	\$12.00	\$22,056.00
B12	Replace Existing Roadway Asphalt	Tons	424	\$99.00	\$41,976.00	\$150.00	\$ 63,600.00	\$100.00	\$42,400.00	\$150.00	\$63,600.00
B13	New Murdock Trail Asphalt	Tons	46	\$406.00	\$18,676.00	\$600.00	\$ 27,600.00	\$210.00	\$9,660.00	\$400.00	\$18,400.00
B14	Double-Head Street Light	Each	1	\$11,572.00	\$11,572.00	\$10,000.00	\$ 10,000.00	\$8,700.00	\$8,700.00	\$15,000.00	\$15,000.00
B15	Single-Head Street Light	Each	1	\$11,572.00	\$11,572.00	\$9,500.00	\$ 9,500.00	\$8,700.00	\$8,700.00	\$10,000.00	\$10,000.00
B16	Adjust Valve/Manhole to Grade and Install Concrete Collar	Each	15	\$894.00	\$13,410.00	\$1,250.00	\$ 18,750.00	\$2,900.00	\$43,500.00	\$1,000.00	\$15,000.00
B17	Relocate Existing Sign at Trail Crossing	Each	9	\$753.00	\$6,777.00	\$900.00	\$ 8,100.00	\$630.00	\$5,670.00	\$300.00	\$2,700.00
B18	Relocate Existing Cathodic Protection Test Station	Each	3	\$2,565.00	\$7,695.00	\$6,750.00	\$ 20,250.00	\$5,700.00	\$17,100.00	\$5,000.00	\$15,000.00
B19	Relocate Existing Trail Closure Gate	Each	2	\$940.00	\$1,880.00	\$1,300.00	\$ 2,600.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00
B20	9' Wide ADA Ramp	Each	2	\$5,673.00	\$11,346.00	\$5,300.00	\$ 10,600.00	\$4,300.00	\$8,600.00	\$2,800.00	\$5,600.00
B21	6' Wide ADA Ramp	Each	2	\$4,808.00	\$9,616.00	\$4,000.00	\$ 8,000.00	\$3,800.00	\$7,600.00	\$2,500.00	\$5,000.00
B22	Remove Existing Asphalt Trail and Re-Seed	S.F.	1,200	\$5.20	\$6,240.00	\$5.00	\$ 6,000.00	\$25.00	\$30,000.00	\$2.50	\$3,000.00
B23	Install New 4' Tall Chain Link Fence	L.F.	180	\$38.30	\$6,894.00	\$40.00	\$ 7,200.00	\$36.00	\$6,480.00	\$100.00	\$18,000.00
B24	12" RCP Culvert Extension	L.F.	20	\$163.00	\$3,260.00	\$275.00	\$ 5,500.00	\$32.00	\$640.00	\$200.00	\$4,000.00
B25	Install 'End of Sidewalk' Sign	Each	2	\$1,329.00	\$2,658.00	\$900.00	\$ 1,800.00	\$220.00	\$440.00	\$400.00	\$800.00
B26	Raised Concrete Center Median	S.F.	615	\$46.00	\$28,290.00	\$40.00	\$ 24,600.00	\$79.00	\$48,585.00	\$50.00	\$30,750.00
B27	Roadway Striping	L.S.	1	\$5,483.00	\$5,483.00	\$3,000.00	\$ 3,000.00	\$13,000.00	\$13,000.00	\$5,000.00	\$5,000.00
	SCHEDULE B TOTAL				\$630,548.00		\$ 827,293.00		\$922,663.00		\$768,450.00
	TOTAL WITH SCHEDULE A + B				\$3,473,621.27		\$ 3,942,350.00		\$4,334,931.27		\$ 3,627,034.27

6000 West Irrigation Pump Station and Roadway Improvements - Proposed Construction Schedule

	June 4, 2024	July/Aug 2024	Sept 2024	Nov/Dec 2024	Dec 2024	April 2025	April/May 2025	May/June 2025	June 2025	June/July 2025	July 2025	July/Aug 2025
Notice of Award												
Mobilization												
Begin Pump Station Structure												
Irrigation Ditches Piped												
PRWUA Vault Completion												
Amiad Filters												
Pump Station Piping												
Pump Placement												
PRWUA Fiber Optic												
Electrical for Pump Station												
Pump Station Complete												
PRV Installation												
Full Week Road Closure												
Murdock Trail Improvements												
Roadway Improvements												
3-Day Closure for Paving												



CITY COUNCIL AGENDA REPORT

ITEM #5a

DATE: July 2, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Alpine Highway Fence Replacement Program
TYPE: General City Management

PURPOSE:

The City Council will consider options for a fence design and contractor to replace the Alpine Highway fence and consider approving the creation of a reimbursement/grant program for the replacement of the Alpine Highway fence.

STAFF RECOMMENDATION:

Staff recommends that the City Council consider the design and contractor options, select the design and contractor that best aligns with the Council's vision for Alpine Highway, and review and adopt the proposed ordinance to the extent it reflects the Council's intent to fund the replacement of the Alpine Highway fence.

PRIOR COUNCIL DIRECTION:

The Council has discussed the Alpine Highway fence on several occasions. On May 21, 2024, the Council discussed various options to fund the replacement of the Alpine Highway fence. A majority of the Council reached consensus for a program with \$250,000 of funding over a two-year program, reimbursing \$50.00 per linear foot of fence, and the requirement for three-property clustering. Council directed staff to prepare a program for Council review with these terms. The Council also directed staff to obtain potential fence design and construction options for the replacement fence.

BACKGROUND:

Staff have prepared an ordinance that establishes a grant and reimbursement program to replace the Alpine Highway fence. This program contains the following terms:

- A. Total Funding: \$250,000 over two (2) years (FY 2025 and FY 2026)
- B. Funding Available per Year: \$125,000
- C. Funding Available to Applicants: \$50.00 per linear foot of fencing. Amounts will be paid to applicants as reimbursement of costs after removal of the Original Fence and installation of the Replacement Fence.
- D. Design and Material: Replacement Fence required to be of the design and material approved by the City Council and installed by the contractor approved by the City Council.
- E. Clustering: Minimum of three adjacent properties must apply together to qualify for Program.
- F. Damage: Resident will be responsible for costs to repair damage to City/UDOT property and landscaping, including sidewalks, sprinklers, trees, and sod.

The bids staff obtained for the fencing installation are for installing 400 linear feet of fencing

(approximately three lots' worth), and represent different fence options and designs. To ensure a consistent fence to replace the existing fence, the Council would need to pick a single design and contractor. Below are the bids staff received:

1. Best Vinyl:

- a. Cost: \$34,096 (\$85.24 per linear foot) for fence installation (includes demo of all fence)
- b. Material: PVC, lightweight material with the appearance of concrete (requires code amendment to allow vinyl theme wall)
- c. Contractor willing to demo all existing fence, costs included in bid (\$5.50 per linear foot, \$75.00 for each concrete ball removed, \$350.00 for each column removed ~10,000 total)

2. Rhino Rock:

- a. Cost: \$43,125 (\$107.81 per linear foot) (includes demo of wood portion of fence, but not columns)
- b. Material: Concrete fence with foam core (does not require code amendment)
- c. Contractor willing to demo wood portion of fence, but not concrete/brick columns. Columns would need to be removed by another contractor or the residents. Based on Best Vinyl's bid, a contractor would charge somewhere in the vicinity of \$7,500.

3. Olympus:

- a. Cost: \$46,000 (\$115 per linear foot) (no demolition)
- b. Material: Pre-Cast concrete fence (does not require code amendment)
- c. Contractor not willing to demo any portion of existing fence. Demolition of fence would need to be done by another contractor or the residents. Based on Best Vinyl's bid, a contractor would charge somewhere in the vicinity of \$10,000.

Contractors expressed concern with demolition of fence and impact to landscaping. The bid costs do not include any repair or restoration of damage to landscaping, sidewalks, sprinklers, trees, or other features. Because of the limited access through the residents' properties, access to remove and replace the fence will need to be through the City's/UDOT's property. This means most of the damage will be to the City's parkway detail. In addition, the heavier the fence material, the heavier the equipment is required to install it, and the more damage to City property. There will be landscaping and other repair costs that are not captured by the bids or the current replacement program proposal. Staff recommends that the replacement grant program clarify who is responsible for repairing damage to City/UDOT property and landscaping.

FISCAL IMPACT:

Funding for this expense has not been included in the FY25 budget. As this expenditure was not included in the budget, it will need to be funded by General Fund Fund Balance and will be included as part of mid-year budget adjustments unless otherwise directed by the Council.

MOTION:

I move that the City Council adopt and APPROVE the ordinance establishing the Alpine Highway fence replacement program and designate [Contractor/Material] to be used for the replacement fence and direct staff to execute the grant program as outlined.

ATTACHMENTS:

- 1. Ordinance Establishing Fence Reimbursement Program
- 2. May 21, 2024 CC Meeting Minutes
- 3. Rhino Rock Bid - Foam Core Concrete
- 4. Olympus Bid - Pre-Cast Concrete

Highland City, Utah

ORDINANCE NO. 2024-_____

AN ORDINANCE ESTABLISHING A REIMBURSEMENT PROGRAM FOR FENCE RECONSTRUCTION ALONG THE EAST SIDE OF ALPINE HIGHWAY AND RELATED MATTERS

WHEREAS, Highland City is authorized to expend enact land use regulations that govern the use and development of property and to allow for and regulate conditional uses;

WHEREAS, a theme wall fence (“**Original Fence**”) was installed along Alpine Highway fence by the developers and/or owners of the properties on the east side of Alpine Highway, which Original Fence is privately owned and is to be maintained by the owners of the adjacent property;

WHEREAS, the Original Fence has begun to deteriorate and is in need of repair or replacement;

WHEREAS, the Highland City Council finds that there is an important aesthetic and placemaking value to have a consistent and well-maintained fence along Alpine Highway, and that replacing the Original Fence will beautify an important entry corridor in Highland City, all of which inure to the benefit of Highland City and its residents;

WHEREAS, the Highland City Council desires to facilitate and assist with the replacement of the Original Fence with a new, high-quality, and attractive fence by establishing a grant program that will reimburse residents who replace the Original Fence with a fence of a type and material approved by Highland City (“**Replacement Fence**”);

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

SECTION 1. Highland City hereby establishes a grant and reimbursement program (“**Program**”) as follows:

- a. Total Funding: \$250,000 over two (2) years (FY 2025 and FY 2026)
- b. Funding Available per Year: \$125,000
- c. Funding Available to Applicants: \$50.00 per linear foot of fencing. Amounts will be paid to applicants as reimbursement of costs after removal of the Original Fence and installation of the Replacement Fence.
- d. Design and Material: Replacement Fence required to be of the design and material approved by the City Council and installed by the contractor approved by the City Council.
- e. Clustering: Minimum of three adjacent properties must apply together to qualify for Program.

- f. Damage: Resident will be responsible for costs to repair damage to City/UDOT property and landscaping, including sidewalks, sprinklers, trees, and sod.

SECTION 2. The Highland City Council directs the mayor, city administrator, and city staff to implement and administer the Program and to create and adopt rules, policies, procedures, and forms to implement and administer the Program.

SECTION 3. Receipt of funds by an applicant through the Program is conditioned on compliance with this Ordinance and all rules, policies, procedures, and forms created and adopted to implement and administer the Program.

SECTION 4. Nothing in this Ordinance assumes or accepts any ownership, liability, or responsibility by Highland City, its officers, officials, employees, agents, and representatives, of or regarding the Original Fence or the Replacement Fence or any activity related thereto. The Original Fence, the Replacement Fence, any other fence that replaces the Original Fence, and any maintenance, repair, demolition, reconstruction, or other activity related to such fences is the sole responsibility and under the sole control and ownership of the property owner.

SECTION 5. Nothing in this Ordinance guarantees or may be relied on as confirmation of the availability of funding for the Program. Continuation of the Program requires the appropriation of funds according to the City's budgetary procedures in accordance with governing law and the exercise of the City Council's legislative discretion. The failure to appropriate funds shall terminate the Program.

SECTION 6. 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

COUNCILMEMBER	YES	NO
Brittney P. Bills		
Ron Campbell		
Doug Cortney		
Kim Rodela		
Scott L. Smith		

Council Member Doug Cortney 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. DISCUSSION ITEMS

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

a. Alpine Highway Fence Replacement Program General City Management

Rob Patterson, City Attorney/Planning & Zoning Administrator

The Council will discuss options for a grant/reimbursement program for the Alpine Highway fence. City Administrator Wells explained the Council has discussed the Alpine Highway fence situation on numerous occasions. On March 19, 2024, the Council considered a bid from a contractor to repair the current fence, which was approximately \$250,000. The Council directed staff to not proceed with the bid and to present information on a potential grant/reimbursement program to help the homeowners with the fence. On April 16, 2024, the Council discussed options for the reimbursement program. Based on the Council's April 16, 2024, staff has prepared three fence replacement program options for the Council to consider. These terms are not set, and any term can be adjusted by the Council. The intent of providing these options is to give the Council a jumping-off point for discussion. Once Council tentatively agrees on an option (with any changes), staff will prepare the item for formal approval at a future Council meeting. She then summarized the three options as follows:

- Option 1:
 - \$120,000 over two years (\$60k each), \$25.80 per linear foot (LF), ~18 lots per year.
 - No clustering, allow current or council-approved fence.
- Option 2:
 - \$186,000 over two years (\$93k each), \$40 per LF, ~18 lots per year.
 - 3-lot clustering, allow only new council-approved fence.
- Option 3:
 - \$240,000 over three years (\$80k each), \$51.61 per LF, ~12 lots per year.
 - 3-lot clustering, allow only new council-approved fence.

Ms. Wells then noted an additional discussion point for the Council is a proposal from a resident to allow for a more affordable fence design that still gives a precast type of look; this would require a change to the City's theme wall code and the Council would need to decide if the change would apply to the Alpine Highway Fence only, or to all future theme walls.

Council Member Campbell stated that he learned late this afternoon that the type of fence recommended by the resident will not be as durable as previously believed and he can no longer support that option. Ms. Wells thanked Council Member Campbell for that information.

Ms. Wells then noted that any funding for this project would need to come from General Fund Fund Balance; if the Council chooses to proceed, questions that must be answered include:

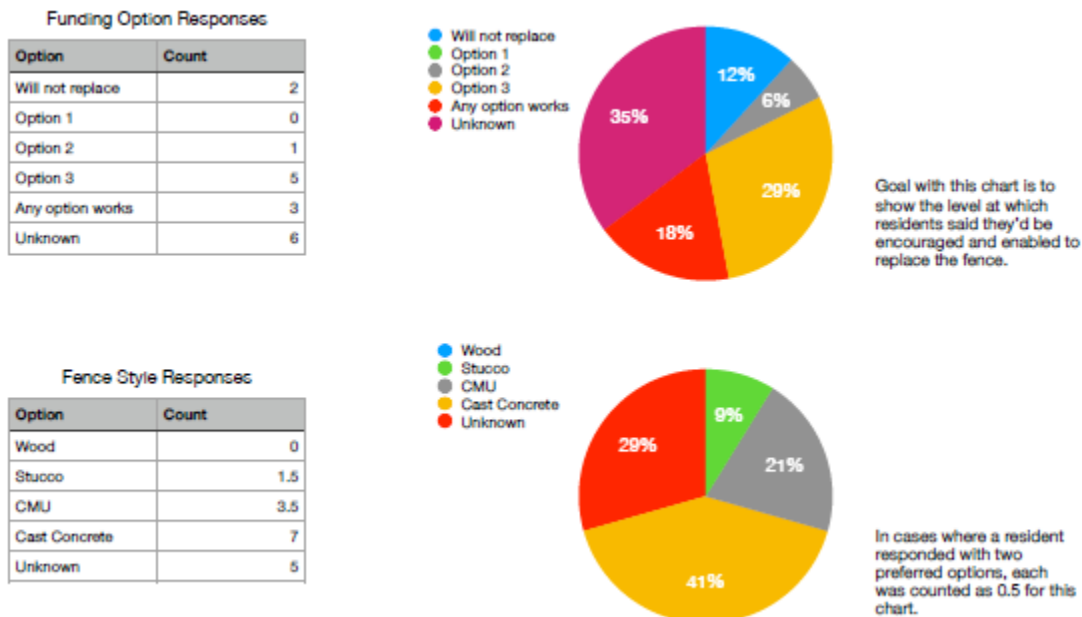
- Total grant amount
- Number of years for grant program

- Fence type required for grant/ update theme wall
- Require clustering/ groups of homes

Once these questions are answered, staff will prepare a final grant program for future consideration/action of the Council.

Ms. Wells and Mayor Ostler facilitated discussion among the Council in an attempt to gather feedback and answer the questions listed by Ms. Wells. The discussion focused on consistency of the wall design in an effort to preserve the theme wall; and the cost of the different design options.

Council Member Cortney stated that he canvassed the neighborhood to poll homeowners who will be impacted by this project; he created a graph to categorize the responses from the residents, which he reviewed as follows:



Council Member Campbell stated that he wants to avoid a patchwork look along Alpine Highway; if a property owner chooses a fence other than what the City approves, they should not be eligible to receive any grant money from the City. For that reason, he is leaning towards option three because he believes a higher grant amount will encourage more residents to participate in creating a theme wall.

Council Member Cortney asked if the Council could eliminate the option of replacing the fence with something similar to the current fence style. Ms. Wells stated she will ask for legal advice from City Attorney Patterson. Mayor Ostler stated his understanding is that any new fence must comply with the new ordinance with updated design criteria. Council Member Smith expressed his opinion that the City should participate in the fence replacement because the residents have been told for the past 20 years that the fence is City-owned. He supports option three for that reason. Council Member Bills stated she leans toward option two; she feels the City should contribute to the project, but must also leave funding available for other beautification projects in the City. Council Member Rodela agreed; the City needs to prioritize all needed beautification projects in the community. She likes the idea of clustering a minimum of five lots together.

Council Member Cortney stated it is his personal judgement that everyone has the opportunity to make their own moral judgements regarding these types of issues. He stated that it was an honest mistake on the part of the City to communicate over the years that the fence was owned by the City and not residents; however, that communication was still made, and it is wrong to wait until the fence is literally falling down and then communicate to the residents that they own it and are responsible to fix it. The right thing for the City to do is hand over the fence to the residents in good repair.

The City has examined the cost to do this and determined it would cost approximately \$250,000. He stated he does not think that anyone wants to keep the existing fence, however, so repairing the existing fence and then turning it over to the residents is not desired. He does support allocating \$250,000 to the grant program because that is the amount that would have been spent to repair the existing fence.

Council Member Campbell agreed and stated he supports option three, with an increase in the grant fund from \$240,000 to \$250,000. Mayor Ostler stated that he understands Council Member Cortney and Council Member Campbell's position, but from the perspective of the general taxpayer in the City, he asked why the City would be contributing more than 50 percent to the fence replacement costs. Council Member Campbell stated that doing so will increase the probability of achieving the desired outcome; there are some residents who cannot afford to replace the fence unless the City allocates a meaningful amount of funding to the program. He stated he would like to impose design and construction requirements in order to preserve the theme wall design. He added that it will be difficult to extend a program longer than two years because future elected officials cannot be committed by the current Council. Council Member Campbell stated he would be willing to agree to a two-year program to avoid binding future Councils. Council Member Rodela stated it will be difficult for her to support \$250,000 for a beautification project in the same year that the Council did not fully fund pay increases for public safety employees. She is willing to compromise, but she cannot prioritize this project over public safety of the community. Council Member Smith stated he also supports public safety, but this project is a 'drop in the bucket' when compared to the public safety budget. He stated this project will truly beautify the City and will not jeopardize the City's ability to adequately fund public safety. Mayor Ostler reiterated that he understands all viewpoints, but it will be necessary to vocalize why the Council supports allocating \$250,000 to this project, but likely will not consider funding other beautification projects that involve private property.

Discussion among the Council then centered on clustering fence replacement projects and the amount per linear foot they are willing to fund in the grant program. They settled on \$50 per linear foot with a program over a three-year term.

Council Member Bills stated that while she supports option two over option three, she commended the affected residents for their persistence; she will be happy to vote to support the decision of the Council so the residents can proceed with the fence replacement project.

Council Member Campbell stated he would like to get input from residents regarding the clustering concept.

Nate Woodbury stated he understands the idea behind clustering, but asked what will happen if some residents are able to proceed, but they cannot get a third property owner to join with them for clustering purposes. Steve Hogan agreed and stated he shares the same concern of Mr. Woodbury. Mayor Ostler stated that those residents could still proceed with the fence replacement without financial support from the City. Council Member Smith agreed and noted that would preserve the grant funding for others in the future.

Council Member Smith stated he supports a three-property clustering requirement. Council Members Campbell and Cortney stated they can reluctantly support the three-home cluster. Mayor Ostler stated that the Council can approve including a cluster requirement and adjust the program later if the determination is made that the clustering requirement is preventing residents from proceeding.

Discussion then shifted to the design criteria for the fence. City Engineer/Public Works Director Spencer noted that if the City Council wants to ensure that the entire length of the fence looks the same, it will be necessary to use the same manufacturer. If multiple manufacturers are used, the fence will look similar, but not identical.

Council Member Campbell stated he would like for staff to provide options and recommendations based upon cost. Mr. Spencer stated the residents have solicited some prices from different vendors, but it is important to

ensure that all contractors are bidding on the same specifications. Council Member Bills stated she would like for staff to present options to the Council at their next meeting for a final vote on the matter. Council Member Cortney agreed; he added that in his canvass of the neighborhood, he heard from one resident who wanted the ability to include a gate in their fence and another who wanted to sign a contract with the City to ensure the City will reimburse him for a portion of the cost of the fence. Mayor Ostler stated he feels an agreement would benefit both parties. Ms. Wells added that the City has typically not allowed gates on theme walls. Mayor Ostler stated he is not in favor of allowing gates; Council Members Smith and Campbell agreed.

Mayor Ostler asked Ms. Wells if she had enough information to formulate a final proposal for the Council to consider at their next meeting, to which Ms. Wells answered yes.

b. Personnel Policy FMLA Updates *General City Management*

Jess Andra

The City Council will consider and discuss proposed amendments to the City's personnel policies related to FMLA and similar federal laws.

City Administrator Wells indicated that in the first quarter of 2021, the City Council discussed amendments to the City's personnel policies related to maternity leave and Family Medical Leave Act (FMLA) leave. After discussing different options, the Council voted to approve allowing a more flexible option to use FMLA leave on a modified, part-time basis for maternity leave. FMLA generally requires covered employers to provide FMLA leave to eligible employees when the employee or close family members of the employee experience certain situations:

- Birth of a child or placement of a child with the employee for adoption or foster care
- Caring for a child, spouse, or parent with a serious health condition
- The employee's inability to work due to a serious health condition
- Reasons related to a family member's service in the military

Generally, FMLA requires employers to provide eligible employees with up to 12 weeks of unpaid leave during a 12-month period for a qualifying situation. FMLA requires the employer to continue to provide health care benefits and to protect the employee's job and position during that 12-week period. FMLA allows (but does not require) employers to require that employees use accrued leave time as part of FMLA leave and allows employees to elect to use any leave time not required to be used in order to be paid during the FMLA leave. FMLA leave for medical/military reasons (for the employee or employee's family member) can be used either in a 12-week block or on an intermittent basis, depending on the needs of the employee. However, FMLA leave for birth/placement of a child, where there is no medical necessity, does not need to be offered by an employer on an intermittent basis. In other words, an employer can require that employees use their FMLA leave for the birth/placement of a child in a single, continuous block, rather than spacing out the FMLA leave on a part-time basis. Highland City's current policies are as follows:

- Require employees using FMLA leave to use all accrued vacation and sick leave for the duration of the FMLA leave.
- Parental leave (called maternity leave in the current policy) allows the 12 weeks of FMLA leave to be taken in one of two forms:
 - 12-week block of continuous leave, or
 - 8-week block of continuous leave, with the remaining 4 weeks of FMLA leave spread out over 8 weeks, allowing a part-time use of FMLA.

Since the Council last considered FMLA leave, FMLA regulations have been updated to allow bonding with a newly born/placed child (separate from childbirth or placement of a child for fostering/adoption) as a basis for FMLA leave. In addition, staff have discussed whether to allow for more flexibility with the use of FMLA leave on a part-time/intermittent basis, subject to City and department needs, and whether it makes sense to require the exhaustion of all accrued leave, when an employee may have sick or other family needs after FMLA leave.



RhinoRock
PO Box 971178
Orem, UT 84097
+1 8017358877
info@rhinorock.com
www.rhinorock.com

Estimate

ADDRESS

Highland City
Jeff Murdock
Alpine hwy / 5300 W
Highland Utah

ESTIMATE # 4881

DATE 06/18/2024

P.O. NUMBER

400lnft per time

	QTY	RATE	AMOUNT
Installation Service:142 Installation of 6' tall Rhinorock light weight concrete fence in natural gray (# of 9' sections required)	45	850.00	38,250.00
Installation Service:Color Staining OPTIONAL Color staining is (**per panel **) (Weather delays for staining are not the responsibility of Rhinorock, invoicing of staining may come at a later time once the staining is complete) (Priced for Dialogue, natural grey is at no charge)	45	80.00	3,600.00
Installation Service:Hand Excavation Hand excavate footing due to buried utilities or limited access with equipment	0	55.00	0.00
Installation Service:Pump IF REQUIRED Concrete Pumping (single pump charge), wheelbarrowing or hand mixing of inaccessible area with equipment (up to 200 per foot)	0	925.00	0.00
Installation Service:Labor fence removal Labor charge for removal of **wood fence** (up to 400 feet, additional fence will increase this cost) (NO CONCRETE) NOTE: Estimate is good for 30 days (Steel, concrete and other products we have no pricing control over are subject to change at anytime) NOTE: Any Sprinkler damage is the responsibility of owner, sprinklers may need to be removed before, repaired afterwards or replaced. (Repairs are not included) NOTE: Owner responsible for tying existing landscaping into new fence including any back filling, changing of grade elevation or existing fences that require connection. (Repairs are not included) NOTE: Owner responsible for establishing property markers and placement of fence (Rhinorock does not have the ability to identify property markers) (Rhinorock will not take responsibility	1	1,275.00	1,275.00

	QTY	RATE	AMOUNT
--	-----	------	--------

for fence placement, property markers and fence placement marker will need to placed before any work begins)

NOTE: Spoils from digging footings will not be removed unless specified on the invoice (Repairs are not included)

NOTE: Landscaping done after this estimate will change the estimated cost if the equipment access becomes limited (A minimum of \$10 per foot will be charged)

NOTE: Natural Grey color is unstained, the natural color of the material it is made with

Note: If utilities lie within 30" of buried utilities an extra charge may apply.
 Note: 50% deposit required before any work is scheduled
 Note: Invoices over 30 days are subject to an 18% APR finance charge

SUBTOTAL	43,125.00
TAX (7.45%)	0.00
TOTAL	\$43,125.00

Accepted By

Accepted Date



®

Structural & Architectural Precast

Olympus Precast LLC • 16120 S Pony Express Rd #100 • Bluffdale, UT 84065

Phone (801) 571-5041 • Fax (801) 676-0115

Proposal #: QUOTE HIGHLAND CITY PROJECT

To: HIGHLAND CITY
HIGHLAND, UT.

Date: June 25, 2024

Attention: JEFF MURDOCH
801-420-4861
jeff@highlandcity.org

Terms: 50% Down
48% Due upon completion of Installation
2% Due upon completion of Stain.

Project Address: HIGHLAND, UT.

IF PAYING BY CREDIT CARD THERE WILL
BE A 3.5% FEE

CONTRACT DOCUMENTS: The contract documents shall include this Proposal with Exhibits, architectural and structural plans, all shop drawings, diagrams, placement designs, placement designs etc.

Produced, delivered & installed for:

*Based on Olympus drawing
F-4.1 (NON-ENGINEERED 6')

* If project requires site specific engineering this will be done upon award.
Any changes to the above drawing may require changes to the cost.

TOTAL: \$ 46,000.00

MATERIALS AND LABOR FURNISHED: As clarified by this proposal as per drawings dated

Panel Style: Ashlar Customer Initial _____
Pillar Style: Ashlar
Caps: Sandstone

Footings:

32 - 2 x 2 x 4 footings as specified in drawings included with this proposal

Precast Panels:

31 - 6' H x 12' L precast concrete panels

Precast Pillars:

32 - 6' H precast concrete pillars

Coloring of precast fence (One base coat and up to three highlight colors. Colors to be selected from Verti-Crete color chart)

*Note: Stain may be delayed due to weather conditions

THIS PROPOSAL SPECIFICALLY INCLUDES:

Customer Initial: _____

Production of precast products

Approx. 409 linear feet of precast fence

Precast delivery

One mobilization for footing crew with mini excavator and auger (Additional mobilizations will be charged at minimum of \$300.00 each).

Any additional equipment required will carry additional charge

All footings will not exceed 5" above or below existing grade

One mobilization for installation crew. To be performed using a 12,000 lbs forklift. (Additional mobilizations will be charged \$600.00 each)
(Installation equipment required beyond the capacity of a forklift, ie crane, will be at additional expense to purchaser)

One mobilization for stain crew (Additional mobilizations will be charged at \$200.00 each)

(Stain is post applied and requires at least 10' on both sides of the fence in order to stain.)

THIS PROPOSAL SPECIFICALLY EXCLUDES: (but not limited to)

Customer Initial: _____

1. Removal of footing spoils (excavated dirt)
2. Access must be provided and established, Olympus Precast is not responsible for broken sidewalks, driveways, damage to yards, underground piping or any other damage caused by lack of access.
3. Fees, permits, variances, surveys, set back requirements, codes, or any other compliance are the responsibility of the purchaser. Olympus Precast is not responsible for determining property lines or locations.
4. Grading and elevations - must be done before arrival of footings crew.
5. Patching of chips caused by other trades.
6. Cleaning of mud or dirt left on street from wet conditions due to installation access provided
7. Any precast other than that indicated above.
8. Independent inspection or testing of our product or welding either in plant or in the field.
9. Exterior wall engineering to hold added loads do to precast.
10. Expansion joint material.
11. Sales Tax
12. PERFORMANCE AND /OR PAYMENT BOND.
13. Removal of existing fence or obstacles impeding the work area
14. Traffic control or any other service allowing access to job site
15. Grout Pump
16. Grading prior to and/or after install, Road base(fill), and/or Compaction
17. Any additional labor and/or material necessary to complete fence due to unforeseen obstacles underground or above ground. This includes but is not limited to: extra excavation equipment in addition to the mini excavator, change in depth or shape of footings due to soil conditions (e.g. spread footings), additional work required because of utilities impeding placement of footings (e.g. hand digs), changes to elevations of footings requiring sonotube and/or additional excavation, if an unforeseen condition requires additional
18. Any other service or material that is not expressly included above.

SPECIFICATIONS

All material provided is manufactured according to the plans and/or specifications set forth on the face hereof, and in the absence thereof, according to the Precast/Prestressed Concrete Institute (PCI) Specifications in effect at the time the estimate or proposal underlying this agreement was prepared by Olympus Precast. These specifications are incorporated into this agreement and any agreement entered into between Olympus Precast and the Purchaser arising from or related to the scope of work underlying this agreement. Olympus Precast disclaims any and all liability for applications by others of Olympus Precast's material that deviate from such specifications.

TERMS AND CONDITIONS:

1. **Delivery dates will be determined at time of award.**
2. Should a performance bond be required it will be at an ADDITIVE cost.
3. This agreement, when duly signed by both parties, supersedes and invalidates any verbal or other prior agreement(s) between the Purchaser and Olympus Precast LLC. (Hereinafter "Olympus Precast"), related to the subject matter hereof. With the exception of increases in the scope of the work or delays in the scheduling of the work, this agreement may only be modified in writing with the approval of both parties, evidenced by the signature of their respective authorized representatives thereon, except that clerical errors herein may be corrected. With respect to increases in the scope of the work or delays in the scheduling of the work, Olympus Precast shall be entitled to modifications to this agreement based upon whether the actual work varies from the work as originally specified or whether there have been impacts upon Olympus Precast due to scheduling adjustments or delays arising from a source other than Olympus Precast's own conduct.
4. Terms and Charges in Terms of payment are as shown on the face of this agreement. Invoices will be rendered upon completion of work, or at the end of each month for work previously completed during that month, whichever date shall be earlier. Unless otherwise stated, Purchaser agrees to pay all charges rendered on such invoices, within thirty (30) days from the date of invoice. Payments not made when due shall be subject to a service charge of 1.5 % per month (18% per annum) , compounding monthly, in addition to the invoice charge. If the Purchaser's account based on this agreement is turned over to be collected by an attorney or collection agent, Purchaser agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether a lawsuit is actually commenced or not. The Purchaser shall pay any Federal, State, County or Municipal sales, occupation, or similar taxes, which may be imposed by reason of this transaction, and it is agreed that the contract price shall be increased to include such applicable charges. The contract price is based upon a standard eight (8) hour day and five (5) days per week. Should Olympus Precast be requested to work overtime or other non-standard work week to complete the performance of this agreement; all applicable extra costs, plus 30% for overhead and profit, shall be paid to Olympus Precast by Purchaser, unless Olympus Precast agrees that it has caused a delay in any progress schedule that Olympus Precast previously agreed to.
5. Purchaser will provide adequate level access to the perimeter and interior of structure for Olympus truck and crane to operate under their own power. Sufficient job site storage will be provided for Olympus trailers Olympus anticipates needing a minimum of Five (5) spaces with two (2) of those spaces being within hook reach of the crane and /or forklift access. Additional spaces will be provided upon request if deemed necessary based upon Olympus's sole judgment. Adequate coordination of access into and around structure based upon Olympus's sole judgment is essential and is required as part of this proposal.
6. Olympus Precast will comply with OSHA Safety Standards for Fall Protection.

7. Purchaser shall be responsible for obtaining and paying for all permits and licenses required by any laws or regulations in order to perform this agreement at the location designated herein. Purchaser shall be solely responsible for the design and adequacy of all structural members, foundations, and soil conditions upon which Olympus Precast products may be placed, and Purchaser shall be solely responsible for compliance with local codes, ordinances and laws governing the installations and use of Olympus Precast material.

8. Shipments, deliveries, and erections under this agreement shall at all times be subject to the approval of the Credit Department of Olympus Precast, and may be temporarily or permanently suspended whenever Olympus Precast, in its sole judgment, shall have any reasonable doubt as to the Purchaser's ability or intention to pay for the material or work provided herein. In the event that Olympus Precast has reasonable doubt as to Purchaser's ability or intention to pay, Olympus Precast reserves the right to remove any of its materials or product from the jobsite, unless said product has already been attached to the real property.

9. The Purchaser agrees to keep the area surrounding the job reasonably clear and provide Olympus Precast free access to the job site for the operation of its trucks, cranes, forklifts, and other required equipment. Olympus Precast shall have no obligation to remove any obstructions, but shall be paid all its expenses where delays are occasioned by such obstructions, and delays so occasioned shall automatically extend the completions and delivery schedule set forth herein.

10. This proposal is based on a single mobilization(s) for fork lift/crane and crew. Any additional mobilizations will be an added cost to the contract amount.

11. Where materials are specified to be delivered F.O.B. to the jobsite only, the Purchaser agrees to promptly provide labor, cranes, or other equipment to unload and remove the materials from the trucks, and further agrees to pay Olympus Precast for man hours and equipment expenses for all time at the job site in excess of one (1) hour for each truck.

12. On shipments to be delivered by trucks, delivery will be made as near to the construction site as the trucks can travel under its own power. Purchaser will be responsible for protecting the surrounding areas that will be accessed by Olympus in performing its work hereunder. Damage to existing areas surrounding the structure or project, including but not limited to landscaping, drives, sidewalks, curbs, foundations, slabs, underground utilities, sprinklers, and other installations, that are caused by Olympus in the performance of the work hereunder will not be the responsibility of Olympus Precast and Purchaser hereby agrees to defend and indemnify Olympus Precast from any such damage claims. In the event that any delivery will require a license or permit, Purchaser shall be responsible to secure in advance all necessary permits or licenses to effect such deliveries.

13. Where this proposal includes erection of material by Olympus Precast, the proposed structure shall be accessible to all necessary Olympus Precast erection equipment, including trucks, forklifts and cranes, and operations of this equipment shall not be impeded by piles of construction materials or waste or presence of wires, pipes, poles, fences or framings, or other structures that may interfere with the handling of said equipment and Olympus Precast products. Foundations, other bearing walls, or steel structures shall be prepared true to line and grade by others, and will be level and true before the delivery and erection of Olympus Precast products.

14. The Purchaser shall be responsible for necessary barricades, guard rails and warning lights for the protection of vehicular and pedestrian traffic and Olympus Precast equipment. Further, the Purchaser shall be responsible for furnishing, installing, and maintaining any and all applicable safety devices which are required on this project under U.S. Department of Occupational Safety and Health Regulations (OSHA) for construction and all other safety regulations imposed by the said department and the State and local governmental agencies having jurisdiction over the project. The Purchaser hereby agrees to hold harmless and indemnify Olympus Precast from all penalties imposed upon it as a result of violations of Safety and Health or other laws committed by the Purchaser, general contractor, and other subcontractors.

15. It is expressly understood, unless stated otherwise in this agreement, that shoring, forming, framing, cutting of holes, openings for mechanical trades and other modifications of Olympus Precast products are to be performed by Olympus Precast and are not included in the price of this agreement, unless otherwise set forth on the face hereof.

16. Claims for shortages or defect of Olympus Precast products, materials or failure of performance hereunder must be made in writing immediately upon receipt of materials, on the face of the freight bill by the local agent of the common carrier, or by written notation upon the delivery ticket by Olympus Precast's truck driver at the time of unloading, or within 30 days from when the failure of performance was discovered or should have been discovered through reasonable diligence. Any defective material furnished or other failure of performance by Olympus Precast herein will be resolved by replacement of the defective material within a reasonable time or otherwise corrected as applicable if reported promptly, but it is expressly agreed by the Purchaser that Olympus Precast shall not be liable for any other claims of any kind or description, including but not limited to special, incidental, or consequential damages, arising out of such defective material or failure of performance by Olympus Precast hereunder.

17. Olympus Precast shall not be responsible for any loss, damage, or delay caused by fire, weather, accident, labor dispute, civil or military authority, insurrection, riot, flood, or any causes or occurrences beyond its control. Delivery dates are not guaranteed, and Olympus Precast shall not be liable for any damages direct or indirect, resulting from delays in shipments where such delays result from delayed receipts of approved drawing, or from any other cause not within the direct or indirect control of Olympus Precast. Olympus Precast shall not be responsible, in any event, for special, incidental, or consequential damages for delay, regardless of the cause of the delay.

18. Any agreed upon schedule or delivery dates will be dependent upon the timeliness of receipt by Olympus of final and completed architectural & structural drawings, and prompt return of signed and approved Olympus Precast shop drawings. Olympus Precast reserves the right to forbear or discontinue work hereunder until approved drawings are received and accepted by Olympus Precast.

19. The Purchaser shall be responsible for any damage to material and products delivered by Olympus Precast after such delivery. Purchaser agrees that Builder's Risk Insurance will be provided without cost to Olympus Precast, insuring and protecting the full replacement value of Olympus Precast's products, materials, and equipment at the site from loss or damage caused by fire or the standard perils of extended coverage, including vandalism and malicious mischief, and Olympus Precast shall be indemnified and held harmless in the event of such a loss, and shall receive any insurance proceeds intended to cover the loss to any of Olympus Precast's products, materials, equipment, or other property. This provision shall in no way excuse Purchaser from liability under this agreement to pay Olympus Precast for service, materials or equipment provided hereunder.

20. In the event this agreement is terminated prior to its completion for any reason, Olympus Precast shall be entitled to the entire contract amount less any amount for materials, service, equipment, or other expense that has not been incurred due to the cancellation or termination of the agreement.

21. Olympus Precast will not accept a contract or purchase order with terminology stating or similar to "Pay if Paid".

22. General Contractor/owner will provide 110 and 220 volt power, water, sanitary facilities, lighting as necessary, and other additional requirements, mandated by OSHA

23. General Contractor/ owner is to provide layout locations for fencing

24. Olympus Precast shall carry workmen's compensation, general liability, and auto liability insurance, and a certificate of such insurance will be furnished upon request. If additional insurance beyond the coverage carried by Olympus Precast is requested, the cost of the same, if available, will be paid by the Purchaser. In addition, the expense of providing performance bonds, payment bonds, and any other such additional insurance or surety coverage shall also be paid by the Purchaser.

Notwithstanding anything contained in any contract documents to the contrary, neither Olympus Precast nor its insurance carrier(s) agree to waive subrogation rights with respect to workers compensation or general liability or auto liability claims.

25. The Purchaser agrees to and shall indemnify and hold Olympus Precast harmless from and against any and all damages, loss, costs, and expenses incurred by or claimed against Olympus Precast resulting from any negligent acts or omissions of Purchaser related to the performance of the work required by this agreement. Notwithstanding anything contained in the contract documents to the contrary, Olympus Precast in no way agrees to indemnify, hold harmless, protect, defend or insure any entity from that entity's own negligence.

26. Performance of this agreement is conditioned upon the ability of Olympus Precast to obtain cement, steel, and other applicable raw materials. Olympus Precast shall not be responsible for any delay in performance occasioned by any raw material shortages, or any damages resulting from such delay.

27. Any controversy arising out of this agreement, or the interpretation thereof shall, in Olympus Precast's sole discretion, be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment may be entered upon confirmation of the arbitration award.

28. Olympus Precast warrants the original purchase only, that the services and materials provided by Olympus Precast will be free of material or workmanship defects for the period of 1 (one) year from the date of purchase. Olympus Precast's sole obligation and your exclusive remedy under this limited warranty or any implied warranty shall be the repair or replacement of pieces, without charge, which are defective in materials or workmanship and which have not been misused or damaged subsequent to installation. This warranty excludes any damages caused by anyone other than Olympus Precast and excludes any damage to surrounding property or landscaping resulting in the need for access to perform any repair or replacement provided. Rights under this warranty are conditioned upon receipt in the principal office of Olympus Precast, as indicated above, of written notice of the defective materials or workmanship within the earlier of the period of the warranty stated above or 90 days from when the defect was discovered or should have been discovered through reasonable diligence.

Any implied warranty shall likewise be limited in duration to the earlier of 1 (one) year from the date of substantial completion or 90 days from when the defect was discovered or should have been discovered through reasonable diligence.

In no event shall the Olympus Precast be liable for any incidental or consequential damages, (including but not limited to liability for loss of profits), arising from the sale or use of this product.

29. The agreement resulting from this proposal shall be governed by the laws of the State of Utah, and the venue and jurisdiction for any disputes arising hereunder is agreed to be the Utah state courts located in Salt Lake County, Utah, if Olympus Precast determines not to have the matter resolved pursuant to the Arbitration Clause contained herein.

30. If acceptance of this proposal is made on anything other than this form, such acceptance shall be subject to the terms and conditions herein, and any different or additional terms and conditions of Purchaser shall be subject to review and acceptance by Olympus Precast.

31. In the event of conflict between the terms and conditions of this agreement and any other agreement between Olympus Precast and Purchaser, the terms of this agreement shall govern, unless the conflict is with the Proposal submitted by Olympus Precast, in which event, the terms and conditions of the Proposal shall govern.

32. PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner- occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if and only if the following conditions are satisfied: (1) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (2) the

original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (3) the owner paid in full the original contractor, factory built housing retailer, or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract." (4) An owner who has satisfied all of these conditions may perfect his protection from liens by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing by calling (801) 530-6628 or toll free in Utah only (866) 275-3675 and requesting to speak to the Lien Recovery Fund.

DESIGN:

1. Olympus Precast reserves the right to modify the design to preserve the integrity of the precast panels and to facilitate the most efficient means for production and erection. All such design changes will be subject to the design specifications and approval by the Engineer of Record.
2. Wall panel finish: Exterior finish will consist of a vertical mold form finish. Minor imperfections, such as form lines and bug holes are to be expected in all precast finishes. Products will be produced with common gray cement along with the variations in color common to gray cement.
3. **Cracking and minor chipping is an inherent aspect of precast construction. Such panels, pre-stressed or non-pre-stressed, may experience some cracking and chipping**
4. When applicable or available Olympus Precast will be provided with all AutoCAD files pertaining to the precast and its Measurements & quantities have been verified by: **JEFF MURDOCH**

MISCELLANEOUS:

1. The project shall be constructed in accordance with the contract drawings and documents, within acceptable construction tolerances. Out-of-tolerance conditions will not be the responsibility of Olympus Precast, and any cost incurred by Olympus resulting or arising from a condition that is outside acceptable construction tolerances will result in a change order regardless of whether a change order is formally submitted, requested, or approved.
2. The prices quoted herein are in effect for fifteen (15) days from the date of this proposal. After fifteen (15) days, the prices are subject to change by Olympus Precast . Project delays after award, that are outside of Olympus Precast's control, are likewise subject to change by Olympus Precast in order to compensate Olympus Precast for actual escalating costs of material or labor. Olympus Precast reserves the right, in its sole discretion, to pass along to Purchaser any increases in the costs of the raw materials or energy sources used in the manufacturer or installation of the product being purchased herein, in the event that those increases occur between the time that the original quote is provided to Purchaser and the time that the product is installed or delivered (if installation is not included in the agreement)
4. **Production will not commence until the receipt of signed contract and down payment**

This proposal is subject to acceptance on or before fifteen (15) days from the date appearing on the face hereof, such acceptance being given by returning a signed copy hereof to Olympus Precast within such period of time.

Olympus Precast LLC

By _____

Salesman: TJ FORD

Date _____

Accepted By ("Purchaser"):

Name (Print)

Date

Address

Phone

SCR # or Building Permit #

Signature of Purchaser

Title



CITY COUNCIL AGENDA REPORT

ITEM #5b

DATE: July 2, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Andy Spencer, City Engineer/Public Works Director
SUBJECT: Vehicle Purchase
TYPE: General City Management

PURPOSE:

The City Council will consider approving the purchase of two vehicles, one for the parks division and one for the community development department.

STAFF RECOMMENDATION:

Staff recommends approving the purchase of the two vehicles consistent with the FY 2024-2025 Budget.

PRIOR COUNCIL DIRECTION:

On June 18, 2024, the Council adopted the Highland City Fiscal Year 2024-2025 Budget which included these vehicles.

BACKGROUND:

As indicated above, the FY25 budget included the purchase of these trucks. The parks truck will be used by 17-year old drivers, who due to insurance restrictions relating to the weight of vehicles, can not drive the other vehicles in our current fleet. The community development truck will mainly be used for code compliance, but could also be used for more general planning work by the Community Development Director or the Planning and Zoning Administrator.

FISCAL IMPACT:

The cost for each of these vehicles is \$31,290.00. Funding for the parks truck expense is included in GL 10-70-75, Parks and Recreation Capital Equipment Purchase. Funding for the community development truck expense is included in GL 24-52-(specific account number still to be assigned), Building and Development Capital Outlay Equipment. The final cost of the trucks did come in slightly higher than had been anticipated in the budget preparation. The cost of the trucks had been anticipated as \$29,000. Staff will evaluate other department expenses through the first half of FY25 and may recommend a minor mid-year budget adjustment to allow for the additional \$2,290 expenses for each truck.

MOTION:

I move that City Council approve the purchase of the 2 vehicles for the parks division and community development department in the amount of \$62,580.

ATTACHMENTS:

1. State Contract Vehicle Pricing



CITY COUNCIL AGENDA REPORT

ITEM #6a

DATE: July 2, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Ron Campbell, Council Member, Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Campaign Finance Regulations
TYPE: Municipal Code Update (Legislative)

PURPOSE:

The Council will discuss the potential for additional regulations related to municipal candidate campaign financing.

STAFF RECOMMENDATION:

Staff recommends that the City Council discuss the options related to campaign finance donation restrictions and disclosure requirements and direct staff on what regulations, if any, the Council would like to consider for adoption.

PRIOR COUNCIL DIRECTION:

On February 20, 2024, the City Council discussed options for additional regulations of campaign finances. After discussing different options and methods of potential regulations, the Council directed staff to prepare regulations that were focused on campaign contributions from persons or entities with active projects and pending applications with the City.

On May 21, 2024, the City Council discussed a draft amendment to the City's municipal code that would restrict campaign donations from certain entities and individuals with current or recent land use applications before the City. After discussing the draft amendment and related issues, the Council voted to table the item for further discussion and to consider additional options.

BACKGROUND:

Utah State law specifically authorizes cities to adopt regulations related to campaign finance disclosures and conflicts of interest. [Utah State law 10-3-208](#) specifically authorizes municipalities to adopt ordinances that restrict anonymous contributions beyond that required by state law, require greater disclosures of campaign contributions or expenditures (such as additional reporting and filing of campaign finance statements), and that impose additional penalties on candidates for failure to comply with City ordinances related to campaign finance and disclosure requirements.

Utah State law also generally allows municipalities to adopt regulations that promote and protect the general welfare, and the Utah Supreme Court has upheld the right of municipalities to impose campaign finance regulations beyond those specifically authorized by state law. Ordinances that enhance campaign and election transparency and protect against conflicts of interest are regulations within the City's authority to adopt. Several Utah cities have adopted requirements related to increased financial

disclosures or have imposed maximum contribution limits for anonymous contributions, cash donations, and non-cash donations, though staff did not find any Utah cities with limits on donations specific to ongoing developments and similar activities. There are examples from other states of such limits and restrictions, however. The Utah State Legislature also has laws prohibiting donations to legislators while they are convened in session.

Based on early council discussion, staff prepared proposed amendments to address campaign donations from persons and entities who have or had a recent land use application pending before the City. Staff is looking for direction on what changes or additions the Council would like to see related to those proposed amendments or whether the Council is still interested in any campaign finance regulations beyond those required by the state.

FISCAL IMPACT:

No anticipated fiscal impact.

MOTION:

No proposed motion - item is presented for discussion only.

ATTACHMENTS: