Call to Order – Mayor Rod Mann
Invocation – Council Member Ed Dennis
Pledge of Allegiance – Council Member Tim Irwin

1. UNSCHEDULED PUBLIC APPEARANCES
   Time has been set aside for the public to express their ideas, concerns, and comments. (Please limit comments to three minutes per person. Please state your name and address.)

2. PRESENTATIONS (30 minutes)
   a. MOUNTAINLAND ASSOCIATION OF GOVERNMENTS (MAG) REPORT – Planning Dept. Dir. Shawn Seager
   b. LIBRARY ANNUAL REPORT – Library Director Donna Cardon
   c. YOUTH COUNCIL REPORT – Youth Council Member

3. CONSENT ITEMS (5 minutes)
   Items on the consent agenda are of a routine nature or have been previously studied by the City Council. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.
   a. ACTION: APPROVAL OF MEETING MINUTES
      Regular City Council Meeting August 6, 2019
      Regular City Council Meeting September 3, 2019
   b. ACTION: FINAL PLAT APPROVAL FOR ARABIAN MEADOWS
      City Council will consider a request from Sterling Gardner for a Preliminary/Final Plat Approval of a two-lot subdivision. The property is approximately 1.67 acres located at 10530 N 6000 W. The Council will take appropriate action.
   c. ACTION: APPROVAL OF CONSTRUCTION BID WITH ROOTS LANDSCAPING
      The City Council will consider a request to approve a construction bid with Roots Landscaping for cobble stone lining in the Country French Detention Basin in the amount of $37,200 and authorize the Mayor or City Administrator and City Clerk to execute the necessary documents. The Council will take appropriate action.
   d. ACTION: APPROVAL OF CONSTRUCTION BID WITH FENCE SPECIALISTS
      The City Council will consider a request to approve a construction bid with Fence Specialist for the replacement of the portion of the cemetery fence along SR92 in the amount of $48,263.70 and authorize the Mayor or City Administrator and City Clerk to execute the necessary documents. The Council will take appropriate action.
4. **PUBLIC HEARING/RESOLUTION: ADOPTION OF A MUNICIPAL TRANSIENT ROOM TAX** *(10 minutes)*
The City Council will hold a public hearing to consider the adoption of a 1% Municipal Transient Room Tax for short term rentals. The Council will take appropriate action.

5. **PUBLIC HEARING/ACTION: AMEND THE R-P ZONING DISTRICT TO ALLOW RECEPTION AND EVENT CENTERS AS CONDITIONAL USES** *(20 minutes)* continued from September 17, 2019
A request from Cynthia Thorsen to amend the R-P Zoning District to allow Reception and Event Centers as Conditional Uses. (TA-19-07). The Council will take appropriate action.

6. **ACTION: WATER EXCHANGE AGREEMENT WITH SARATOGA SPRINGS AND DR HORTON TO APPROVE AN EXCHANGE OF UTAH LAKE DISTRIBUTING WATER SHARES FOR LEHI IRRIGATION WATER SHARES** *(20 minutes)*
The City Council will consider a request by Saratoga Springs and DR Horton to approve an exchange of Utah Lake Distributing Water Shares for Lehi Irrigation Water Shares and authorize the Mayor or City Administrator and City Clerk to execute the necessary documents. The Council will take appropriate action.

7. **ACTION: APPROVE CONSTRUCTION OF CHOKERS ON 5500 W** *(15 minutes)*
The City Council will consider a request to proceed with the construction of concrete chokers on 5500 West and authorize the City Administrator and City Clerk to execute the necessary documents to hire a contractor for a cost not to exceed $12,000. The Council will take appropriate action.

8. **ACTION: APPROVE CONSTRUCTION BID WITH A & D QUALITY CONSTRUCTION, INC. AND FLATLINE CONSTRUCTION** *(15 minutes)*
The City Council will consider a request to approve construction bids with A & D Quality Construction, Inc. for the footing and foundations for the amount of $38,111.21 and Flatline Construction for the flat work for the amount of $58,735 for the construction of the Salt Building and authorize the Mayor or City Administrator and City Clerk to execute the necessary contract documents for the project. The Council will take appropriate action.

9. **MAYOR/COUNCIL AND STAFF DISCUSSION AND COMMUNICATION ITEMS**

10. **FUTURE MEETINGS**
   a. Future Meetings
      - October 10, Council Candidate Debate, 7:00 PM City Hall
      - October 15, City Council Meeting, 7:00 pm, City Hall
      - October 22, Planning Commission Meeting, 7:00 pm, City Hall
11. CLOSED SESSION
The Highland City Council may temporarily recess the City Council meeting to convene in a closed session to discuss the pending or reasonable imminent litigation and the character, professional competence, or physical or mental health of an individual 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 via telephone, Skype, or other electronic means during this meeting.

CERTIFICATE OF POSTING
I Cindy Quick, the duly appointed City Recorder certify that the foregoing agenda was posted in three public places within Highland City limits. The agenda was also 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 26th day of September, 2019

Cindy Quick, MMC
City Recorder

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS.
HIGHLAND CITY COUNCIL MINUTES
Tuesday, August 6, 2019
Waiting Formal Approval

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

PRESIDING: Mayor Rod Mann

COUNCIL MEMBERS PRESENT: Brian Braithwaite, Ed Dennis, Tim Irwin, Kurt Ostler, Scott L. Smith

CITY STAFF PRESENT: City Administrator / Community Development Director Nathan Crane, Assistant City Administrator Erin Wells, Finance Director Gary LeCheminant, City Engineer Todd Trane, Planner & GIS Analyst Tara Tannahill, City Attorney Tim Merrill, City Recorder Cindy Quick, and Police Chief Brian Gwilliam

OTHERS: Linda Walton, Jennifer Knowles, Doug Cortney, Laura Botkin, Pam Erickson, Jon Eyering, Yun Sparks, Tony LaPray, Julie Cox, David Schwanke, Don Clealler, Brock Manning, Jeff Shaw, Laura Thomson, Samantha Kirby, Steve Collard, Lorraine Collard, Wayne Patterson, Sherrill Erickson, Dustin Schulties, Melanie Westcott, Kim Rodela, Clyde Redford, James Sparks, Chris Brown, Tyler Jackson, Helene Pockrus, Michelle Manning, Chelsey Olsen, Troy Dyches, Trenton Mason, Lynn LeBaron, Tami LeBaron, Anne Sward Hansen, Tim Ball, Ken Knapton, Natalie Ball, John Timothy

7:00 PM REGULAR SESSION (CITY COUNCIL CHAMBERS)
Call to Order – Mayor Rod Mann
Invocation – Linda Walton
Pledge of Allegiance – Police Chief Brian Gwilliam

The meeting was called to order by Mayor Rod Mann as a regular session at 7:03 p.m. The meeting agenda was posted on the Utah State Public Meeting Website at least 24 hours prior to the meeting. The prayer was offered by Linda P. Walton and those assembled were led in the Pledge of Allegiance by Police Chief Brian Gwilliam.

1. UNSCHEDULED PUBLIC APPEARANCES

Linda Walton, resident, stated she was concerned with garbage on the road.

2. CONSENT ITEMS (5 minutes)

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. ACTION: Approval of Meeting Minutes
Regular City Council Meeting July 16, 2019
b. **ACTION: Cell Tower Agreement**

City Council will consider approving an American Towers Lease Extension Agreement. The Council will take appropriate action.

Council Member Kurt Ostler asked that item 2b. be pulled off the consent agenda for further discussion.

*Council Member Ed Dennis MOVED to approve consent item 2a. July 16, 2019 City Council Minutes. Council Member Brian Braithwaite SECONDED the motion.*

*The vote was recorded as follows:*

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<th>City Council Member</th>
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<td>Brian Braithwaite</td>
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<td>Ed Dennis</td>
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<td>Kurt Ostler</td>
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<td>Scott L. Smith</td>
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*The motion passed.*

Council Member Kurt Ostler asked for clarification regarding the lease agreement and why they wanted to renew ten years ahead of time. He said they were selling the tower lease short. City Attorney Tim Merrill said the City Council could approve or deny the agreement. They could try to negotiate better terms. This request was a continuation with an annual 4% increase.

Council Member Kurt Ostler asked if this was a first offer, to which Mr. Merrill responded in the negative. He added that the City desired to have a cash flow in lieu of a lump sum, and they settled at $75,000 for a lump sum. Council Member Kurt Ostler commented cell towers earned more than this amount. Mr. Merrill confirmed they only leased the ground and added that they could conduct a market analysis.

Council Member Brian Braithwaite stated that this was only a good deal for the cell tower and not for the City. He said they needed to have further discussion. Council Member Tim Irwin agreed. He said there were health hazards they needed to discuss.

*Council Member Kurt Ostler MOVED to postpone the Cell Tower Agreement for further negotiations and hold a Closed Session in preparation. Council Member Brian Braithwaite SECONDED the motion.*

*The vote was recorded as follows:*

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<td>Scott L. Smith</td>
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*The motion passed.*

3. **PUBLIC HEARING/ACTION: A FINAL PLAT AMENDMENT TO BRIARWOOD RANCHES PLAT ‘A’ TO INCORPORATE THE COMMON AREA INTO EACH INDIVIDUAL LOT (10 Minutes)**

Tara Tannahill informed the City Council regarding a request by Laura Botkin for approval of a Final Plat Amendment to the Briarwood Ranches Subdivision located approximately at 6000 W 9960 N (PA-19-01). She presented the approved plat from 1986 as well as the common areas that would be incorporated. She
noted the proper notifications were made and 100% of ownership approved of the disposal. She then presented the following staff stipulations:

1. The final plat shall be in substantial conformance with the final plat received July 16, 2019.
2. Prior to recording, the final plat shall be revised as required by the City Engineer.

Mayor Mann opened the public hearing at 7:17 PM and called for any citizens who would like to speak on the item to come to the podium and state their name for the record.

Citizen Comments:

There were none.

Mayor Mann closed the public hearing at 7:17 PM

Council Member Ed Dennis asked if this was private property and not typical open space, to which Ms. Tannahill confirmed that was correct.

Council Member Ed Dennis MOVED that the City Council approve Briarwood Ranches Plat ‘A’ Amended subject to the two stipulations recommended by staff. Council Member Kurt Ostler SECONDED the motion.

Staff stipulations
1. The final plat shall be in substantial conformance with the final plat received July 16, 2019.
2. Prior to recording, the final plat shall be revised as required by the City Engineer.

The vote was recorded as follows:
Council Member Brian Braithwaite  Yes
Council Member Ed Dennis  Yes
Council Member Tim Irwin  Yes
Council Member Kurt Ostler  Yes
Council Member Scott L. Smith  Yes

The motion passed.

4. ACTION/ORDINANCE: SITE PLAN AND CONDITIONAL USE PERMIT FOR FLEX OFFICE BUILDINGS (30 minutes)

Ms. Tannahill oriented the City Council regarding a request from Andrew Patterson for approval of a site plan and conditional use permit for flex office buildings located in the Professional Office Zone south of 11251 N. Sunset Drive (SP-19-02 and CU-19-02). The applicant was proposing a 2.13 acres access from Sunset Drive. Ms. Tannahill displayed the landscaped plan and architecture elevations and referred to Utah State Code 10-9a-507 for the conditional uses. She explained that the applicant hosted a neighborhood meeting and one neighbor attended. There were 17 written correspondence and 29 emails received that were not in favor. The Planning Commission met on June 25th and recommended denial. There were seven recommendations given by the Commission:

1) Section 3-4922 Site plan does not closely conform to Exhibit “A”.
2) Section 3-4922 Architecture outline 1A address the bulk issue. Overall Architectural Outline, the bulkiness of the building needs to be addressed.
3) Section 3-4922 1B the proposed building appears to be monotonous and repetitious.
4) Section 3-4922 1G all elevations should be architecturally treated with the exemption of the back
5) Section 3-4922 1I all the buildings are required to have public restrooms, including a men’s room, women’s room and a handicapped room.
6) Section 3-4902 the zone is intended to allow for professional services, not general retail or commercial.
7) Section 3-4919 the roof design cannot be a mansard or fake mansard roof.

Four stipulations from staff were recommended:

1. Development of the site shall comply with the site plan January 23, 2019 and building elevations dated May 23, 2019 except as modified by these stipulations.
2. All signage shall require a separate permit and comply with the Development Code requirements.
3. Final civil engineering plans shall be reviewed and approved by the City Engineer. The site shall meet all requirements of the City Engineer.
4. Final civil engineering plans shall be reviewed and approved by the Fire Marshall.

Mayor Mann opened the public hearing at 7:24 PM and called for any citizens who would like to speak on the item to come to the podium and state their name for the record.

Council Member Kurt Ostler stated he had a conflict of interest with this item. He recused himself until the decision was made.

Council Member Brian Braithwaite said they needed to identify where the applicant did not meet the code. Therefore, he requested that any public comments be specific on how the applicant did not meet the code. Council Member Tim Irwin clarified they were interested where the applicant did not meet the development code, not the general plan.

The public hearing began at 7:27 pm.

Clyde Reckord, resident, stated that he thought the Planning Commission did a good job of explaining why the application should be denied. He said it was not their job as residents to point out where the application did not meet the code, as they were not attorneys. Rather, it was the job of the Council and staff to make those determinations.

James Sparks, resident, stated that this application was not in compliance with the will of the residents. He said he and 17 people expressed their opposition. He was concerned about the traffic increase and the dangers associated with the traffic. When he built his home, he was held to the regulations of the code. He said it would not be fair if it was passed, and he would want an explanation as to why it was passed.

A resident said he had his attorney send a letter to the Council. He then reviewed the contents of the letter. He noted which portions of the code this application was not following, noting he was forced to hire an attorney to review the code. He was concerned about this application being passed without the resident’s knowledge.

Samantha Kirby, resident, stated it was not fair that the residents should know the intricacies of the development code. The building did not make any logical sense in the neighborhood. She asked what the designation Flex Office meant. She noted the applicant had not changed their plan since the last time this item was presented. Finally, she was concerned the building was sharing a road with the LDS church.

Anne Sward Hansen, resident, stated she wanted her comments recorded in the minutes. She urged the council to vote against the conditional use permit for flex office buildings. The Planning Commission voted against the site proposal during their last meeting. In addition, the developer did not want to meet with the...
conditions and criteria of the professional office zone. The conditional use permit goes against the stipulations and intentions of the zone that define flex buildings as not permitted. She referenced 3-4901 Purpose and Intent of the zone, 3-4902 and 3-4904 in the development code and noted that there were several more non-complying criteria the developer would be disregarding with the proposal. She continued to explain this development would also cause traffic hazards and would not have enough parking. She said it was clear what type development should be built in this zone.

Melanie Westcott, a resident from Country French, asked that the table referenced earlier be displayed. She noted in a Highland Related Land Use Table that Flex Use Office is not permitted. She further explained that in 2003 Patterson submitted plans that showed four buildings surrounding the storage unit and those buildings looked more like a home. She distributed a copy of the 2003 plan proposed. She further explained that those plans were presented to her when she purchased her home and what she expected to be built there. She felt what was being proposed was significantly different from the plans proposed in 2003. She felt frustrated with the possibility of a developer building something contrary to planning commission recommendations and previous plans proposed.

Andrew Highland, resident, reiterated the code did not allow for this type of development. He asked if this was the only type of property in Highland, to which Mr. Nathan Crane responded in the negative. Mr. Highland said they wanted to live in a community they loved, and this type of property would be contrary to what they wanted because it would be busy on Sundays. He noted this development would also cause an increase of traffic.

Jeff Shaw, resident, noted that a gentleman during the Planning Commission said he would put his accounting firm in this development. This was not reasonable, explaining that he had worked as a CPA for years and never worked in a building like this development. He was concerned about the Council approving this item because the Planning Commission had recommended denial.

Janet Eyring, resident, agreed with what had been said: Flex Office should not be used in this location. She noted in a table of uses that flex office is not a conditional use it he code. She noted that the city code indicated that “professional office development” space prohibits storage sheds of up to 9 acres, which had already been filled by Highland Hideaway storage. She stated that the Highland Business Park undermines permitted uses of professional office. She felt the design seemed more consistent with retail offices which were not permitted in the professional zone. She asked if the developer had any applicants for the office space.

Brooke Sweeney, resident of Country French, said most residents were in opposition. She speculated the one resident in favor was connected to the project. She said the code should not be changed because of the issues with the water table issues. She said this would set a bad precedent. Finally, she expressed concerns with the traffic.

Mayor Mann reminded those speaking that when Council discusses the item there would be no more public comment.

Anne Sward Hansen asked for Mr. Crane’s opinion on the matter. Mayor Mann noted that Mr. Crane’s opinion was provided with staff recommendations. She explained the only egress to this development would cause traffic problems.

Samantha Kirby, residents, said other states required developers to provide assistances towards schools and roads. She asked if there was anything provided for schools or roads in Utah from developers. Mayor Mann stated the developers paid impact fees.
Melanie Westcott, resident, stated Flex Office and retail space was not permitted. She noted the last meeting case studies were shared and none of these examples demonstrated when the City won. She said this was biased.

Clyde Rykert, resident, said he objected to the type of building use; the proposed building did not comply with the code.

**Mayor Mann closed the public hearing at 8:03 PM.**

**Council Discussion:**

Mayor Mann said he researched the code regarding the type of permitted uses, and the code conflicted with itself as there was some ambiguity.

Mr. Merrill said attorneys had issues agreeing on this item, as there was ambiguity in the code that worked in the developer’s favor. He explained that the language regarding compatibility allowed for this type of development. It was his opinion that there was compatibility to allow for the development.

Mr. Crane explained the table reference for permitted uses was for the Town Center Zone. In his opinion, the table was not a good argument against the development.

Council Member Brian Braithwaite explained that the code helped the City to know how to make these decisions. He said the development needed to be compatible with the master plan. He asked how much flexibility they could give the developer.

Mr. Merrill explained that the City needed to adhere to the minimum standards of the code. He said the development met all the standards of the code. Council Member Brian Braithwaite stated the City could force the developer to build what was originally designed. Mr. Merrill said this was correct but there was some flexibility to still meet the standards.

Mayor Mann asked if the Council was obligated to approve the development if it fit the conditional uses. Mr. Merrill responded in the affirmative.

Council Member Brian Braithwaite asked if they could force the developer to build the original plans. Mr. Merrill responded that he could not decide as he did not have the original plans available. Mr. Crane commented the Council could not deny the application if it met the master plan.

Council Member Brian Braithwaite asked why the developer could change the plans without the permission of the City. Mr. Crane responded that the changes were an administrative action not a legislative change. There were specific parameters which the developer could change. Council Member Brian Braithwaite said he was concerned the master plan showed two buildings not one. This was specific to the code. Mr. Merrill agreed this was an administrative action.

Council Member Scott L. Smith thanked the Patterson Construction Company and those who spoke tonight. He said he was elected to represent the people. They brought up valid concerns and it would be difficult to vote against the Planning Commission’s recommendations. He concluded that the City needed to clean up the code because there was too much ambiguity.

Wayne Patterson, developer, said they were assured nothing would be built other than professional office buildings. He said there were no promises made. He was working with applicants to build newer, modern
buildings. This was a request of the residents. He noted traffic would always be an issue regardless of their developers. He also noted there were no wetlands on the property.

Council Member Brian Braithwaite asked why they were proposing the change. Mr. Patterson responded a lot of people wanted the changes. Council Member Brian Braithwaite said the residents wanted what they already developed. Mr. Patterson said this change met the same intent.

Council Member Brian Braithwaite said he favored the applicant continuing with the original plans.

Council Member Tim Irwin MOVED that the City Council approve the conditional use permit with the appropriate four stipulations and in accordance with state law and adopt the ordinance amending the site plan. There was no second to the motion.

Council Member Ed Dennis MOVED to continue the item until enough research has been done to determine whether there are items that can be substantially modified and still comply with the code. Council Member Scott L. Smith SECONDED the motion.

Council Member Brian Braithwaite asked how to compile the information and who should be responsible for this information. He said they needed to be clear what the conditions were. Mayor Mann said they needed to include in the motion to direct the Council to provide staff no later than Monday, August 12th, with specific questions the Council wanted to address.

Council Member Ed Dennis amended the motion as stated.

Council Member Ed Dennis MOVED to continue the Site Plan and Conditional Use Permit for Flex Office Buildings to allow City Council to provide staff no later than Monday, August 12, 2019, with specific areas and questions they would like staff to address. Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:
Council Member Brian Braithwaite Yes
Council Member Ed Dennis Yes
Council Member Tim Irwin No
Council Member Kurt Ostler abstain
Council Member Scott L. Smith Yes
The motion passed 3:1.

5. PUBLIC HEARING/ORDINANCE: AMENDING SECTION 3-623 OF THE DEVELOPMENT CODE RELATING TO TEMPORARY USE PERMITS FOR PRODUCE STANDS (TA-19-04) (20 minutes)
Tara Tannahill oriented the Council regarding an amendment to Section 3-623 of the Highland City Development Code relating to Temporary Use Permits for produce stands (TA-19-04). The applicant proposed wording to allow produce stands when adjacent to arterial streets. The Planning Commission recommended approval. Staff reviewed modifications to the wording to narrow down the locations and produce stands when located on intersection arterial streets.

Mayor Mann opened the public hearing at 8:44 PM and called for any citizens who would like to speak on the item to come to the podium and state their name for the record.

Citizen Comments:
Doug Cortney, resident, said he was content with the changes but wanted to limit this to produce stands. He noted there were other uses that would possibly cause problems.

Helene Pockrus, resident, said the produce stand locations were problematic. She suggested they locate off the main highway.

**Mayor Mann closed the public hearing at 8:48 PM.**

The applicant said he had no problem limiting the change to produce only. They also had no issue with major wrecks on the street they operated their business.

Council Member Kurt Ostler asked if there were ever any parking issues. The applicant stated they were never too busy; it was rare if people parked across the street. Council Member Kurt Ostler asked where they paid sales tax. The applicant responded they had an exemption and paid into the general fund.

Council Member Scott L. Smith asked who owned the property. The applicant responded the property was owned by Jordan Valley Water.

Council Member Kurt Ostler said he was concerned about safety. Todd Trane said parking was allowed on SR92. He said they would address issues if there were any with parking or safety.

**Council Member Tim Irwin MOVED to approve the amendment to Section 3-623 of the Highland City Development Code with the recommended changes from staff. “...AND PRODUCE STANDS WHEN LOCATED ON INTERSECTING ARTERIAL STREETS AND THE INTERSECTION OF ARTERIAL STREETS AND MINOR OR MAJOR COLLECTOR STREETS.” Council Member Ed Dennis SECONDED the motion.**

Council Member Brian Braithwaite said he liked the produce stands but was concerned about other uses. He suggested they reach out to residents to inquire if they wanted other uses.

**Tim Irwin MOVED the Question. Council consensus was to vote on the motion.**

The vote was recorded as follows:

- Council Member Brian Braithwaite: Yes
- Council Member Ed Dennis: Yes
- Council Member Tim Irwin: Yes
- Council Member Kurt Ostler: No
- Council Member Scott L. Smith: Yes

The motion passed 4:1

6. **ACTION: TRAP & EUTHANIZE OPTION FOR URBAN DEER CONTROL PROGRAM (10 minutes)**

City Recorder Cindy Quick oriented the Council with an option to trap and euthanize deer as a removal method for the Urban Deer Control Program. Background was provided showing the program had been in effect from 2014 through 2017. In February 2018, the City Council renewed the program through the 2021 fall hunting season. In 2019 DWR no longer allowed trapping and relocation of deer. The traps could be utilized in smaller areas where using archery equipment was difficult and unsafe. This option was presented by Brian Cook the Program Administrator. If there were subdivisions with close quarters but a lot of deer still frequent it would be a great option. The cost was $75 per animal (in addition to the $2,500 per site as
previously approved). They had been watching a certain area where residents had been complaining about deer.

Council Member Ed Dennis reiterated that the option could be utilized in areas where there was no fencing and the homes were close together.

Council Member Scott L. Smith asked how the deer were trapped. Brian Cook, Urban Deer Program Administrator, responded that the deer were trapped in a clover trap which was a netted mechanical trap. They had been used for seven years to relocate the deer. However, the survival rate with relocating deer had been less than 15%. The possibility of removing an animal with disease was not worth the cost or risk. City deer were not healthy deer. Their survival rate was only a 50% success rate.

Council Member Brian Braithwaite asked how the program ensured that animals or children were kept out of the traps. Mr. Cook responded the traps were monitored with cameras. The traps were not lethal, and it was not difficult to escape. The cost of the trap would include the monitoring and taking samples.

Council Member Scott L. Smith asked what became of the harvested meat. Mr. Cook responded it was donated to volunteers or to people on a waiting list.

Mr. Cook explained they were attempting to control the population, not remove them completely. He explained majority ruled to decide which neighborhoods they would set up the traps.

Mayor Mann opened the floor for public comments.

Pam Erickson, resident, commented she had deer problems in her yard. She asked how they could request this service.

Linda Walton, resident, shared that her father was in the mafia and then a hunter. She said she cared about the animals and was concerned about the growth of Utah County. She noted the deer problem would continue to increase. She suggested they come up with a solution.

Anne Sward Hansen, resident, said a lot of species had disappeared due to the growth of Utah County. She suggested they create foraging corridors for these animals. She said a study needed to be done because too many deer were being killed by cars. She said she was very compassionate about the animals and wanted a solution.

Council Discussion:

Council Member Brian Braithwaite said this program would be beneficial for Highland. He was forced to replace his trees and bushes every year. He wanted a rural life and enjoyed the deer, but they needed to be managed. He said the deer being hit by cars was a danger to the community.

Council Member Scott L. Smith said there needed to be an option for neighborhoods to not have this program.

Council Member Tim Irwin MOVED to include the Trap and Euthanize option as a deer removal method for the Urban Deer Control Program. Council Member Brian Braithwaite SECONDED the motion.

The vote was recorded as follows:

Council Member Brian Braithwaite  Yes
Council Member Ed Dennis  Yes
Council Member Tim Irwin  Yes
The motion passed 5:0.

7. MAYOR/COUNCIL AND STAFF DISCUSSION AND COMMUNICATION ITEMS
   a. Motocross ATV Restrictions – City Attorney Tim Merrill

Tim Merrill said they needed to discuss options for addressing the nuisance of Motocross and ATV vehicles. Council Member Scott L. Smith asked what an ATV was, to which Mr. Merrill responded these were motorcycles and four wheelers.

Council Member Kurt Ostler explained the issue of people using these vehicles in their own backyard for extended periods of time. He said there was nothing to prevent the nuisance that occurred with the use of the vehicles.

Mayor Mann said there was a provision for dogs causing a nuisance but nothing for these vehicles. Council Member Tim Irwin said this was one of the hazards of living in a big lot community. Council Member Kurt Ostler said there were instances where people would not stop using the vehicles regardless of being asked to stop. Currently, the only current to prevent these incidents was to settle the issue in civil court. Council Member Ed Dennis said they should address the noise.

Mayor Mann opened the floor for public comment.

David Bradshaw, resident, said his neighbor had a motocross track. He was concerned about liability issues because the motorcyclist could land into his yard. He noted there was issues with dust exposure and fumes because of the vehicles. He said this met all the criteria of a public nuisance.

John Timothy, resident, shared a video with an audio clip to demonstrate the noise. He said the neighbor rides during inappropriate hours disturbing his family. He asked the Council to consider action on the matter.

Council Member Ed Dennis asked if this was a part of a business, to which Mr. Timothy responded in the negative. He said it was family and friends.

Jennifer Knowles, resident, said she lived two houses away from the motocross track. She said she could hear and smell the vehicles when she was outside. She knew the people complaining and they were not the type of people to cause trouble with their neighbors.

Michael Bradshaw, resident, challenged the idea that something could not immediately happen. He said the police should enforce the noise ordinances as this was a public nuisance. He asked they act today. Mayor Mann said this was not an action item.

Council Member Ed Dennis asked if they had a noise ordinance. Mr. Merrill read from the City code regarding air pollution and noise nuisance. He added that he wanted to update the code because it was last updated in 1988.

Mayor Mann asked the neighbors to start keeping logs of the nuisance. This would give the City the ability to enforce the code.

8. FUTURE MEETINGS
a. Future Meetings
- August 20, City Council Meeting, 7:00 pm, City Hall
- August 27, Canvass Election Returns 6:00 pm, City Hall, Electronic Meeting
- August 27, Planning Commission Meeting, 7:00 pm, City Hall

ADJOURNMENT

Mayor Rod Mann called for a motion to adjourn.

Council Member Scott L. Smith MOVED to adjourn the meeting and Council Member Ed Dennis SECONDED the motion. All voted yes and the motion passed unanimously.

The meeting adjourned at 10:08 PM.

I, Cindy Quick, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on August 6, 2019. This document constitutes the official minutes for the Highland City Council Meeting.

Cindy Quick, MMC
City Recorder
HIGHLAND CITY COUNCIL MINUTES  
Tuesday, September 3, 2019
Waiting Formal Approval

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

PRESIDING: Mayor Rod Mann

COUNCIL MEMBERS PRESENT: Brian Braithwaite, Ed Dennis, Tim Irwin, Kurt Ostler, Scott L. Smith

CITY STAFF PRESENT: City Administrator / Community Development Director Nathan Crane, Finance Director Gary LeCheminant, City Engineer Todd Trane, City Attorney Tim Merrill, and City Recorder Cindy Quick, Police Chief Brian Gwilliam.

OTHERS:

7:00 PM REGULAR SESSION (CITY COUNCIL CHAMBERS)

Call to Order – Mayor Rod Mann
Invocation – Tavis Timothy
Pledge of Allegiance – Megan Maybe

The meeting was called to order by Mayor Rod Mann as a regular session at 7:00 p.m. The meeting agenda was posted on the Utah State Public Meeting Website at least 24 hours prior to the meeting. The prayer was offered by Tavis Timothy and those assembled were led in the Pledge of Allegiance by Megan Maybe.

1. UNSCHEDULED PUBLIC APPEARANCES

Time has been set aside for the public to express their ideas, concerns, and comments. (Please limit comments to three minutes per person. Please state your name and address.)

There were no public appearances.

2. PRESENTATIONS (35 minutes)

a. EVENT UPDATE – Civic Events Manager Julie Tapusoa

City Events Manager Julie Tapusoa and Assistant Miranda Mugleston provided an update regarding the last few events. They discussed the Luau, Children’s Entrepreneur event, and several other events. It was noted that all three events were well attended.

Ms. Tapusoa presented the budget and explained that they had some increases in the budget and were able to keep costs down. Council Member Tim Irwin asked if the Chamber of Commerce helped with the budget, to which Ms. Tapusoa responded in the negative. She noted that they distributed ads towards joining the alliance. Council Member Tim Irwin said he hoped the Chamber would help reduce the costs in the future.
Council Member Kurt Ostler asked if there was an increase in attendance and costs, to which Ms. Tapusoa responded in the affirmative. She noted that they had a $500 increase in the budget.

Council Member Tim Irwin asked if there was any event that they would not do next year. Ms. Tapusoa responded in the negative. Council Member Tim Irwin and Kurt Ostler thanked her for the work and effort that went into these events. Ms. Tapusoa said she enjoyed her time working on these events and remarked that it was unfortunate she was moving. She then thanked the City and its staff.

Council Member Kurt Ostler thought it was fun to see which police and fire men eat bugs.

Ms. Tapusoa thanked the volunteers. She recognized them each by name as follows:

- Erin Pritchett (photographer)
- Drew Sparks (family adventure race)
- Carey Wise (backyard garden)
- Brandon Golfman (golf tournament)
- Suzanne Mann (baby celebration)
- Mary G. Widgets & Kristen Monsen (Service Project)
- Roy Beweler and Arnold Hope (horseshoe championship)
- Shauna Larson (Arts Council)
- Tammy Parker (playday rodeo chair)
- Tyler Anderson and Steve Hardmen (Strong man competition and Highland games)
- Charlie Greenland (historical society)
- Parker Brown (trash management)
- Doug Cortney and Audrey Wright (Parade management)
- Ellen Burns (orchestra)

b. **YOUTH COUNCIL REPORT – Megan Maybe**
Ms. Maybe oriented the Council with the success of recent events. She announced that Kids’ Night would take place September 14th due to the weather.

c. **WATER CONSERVATION STRATEGIES – Tavis Timothy**
Tavis Timothy oriented the Council with strategies for water conservation. He provided an update regarding water and displayed the annual PI source figures. He noted that the City used more water in 2018 despite being in a drought.

Council Member Brian Braithwaite asked about the well water being used on the north end of the City. Mr. Timothy responded with the amounts of gallons per minute these wells could produce. Council Member Brian Braithwaite asked if the pump only serviced the north end. Mr. Timothy explained that the pump produced 1100 gallons per minute which was a lot. The capacity of the aqueducts was decreasing due to other cities taking water.

Council Member Kurt Ostler stated that Highland traded water with Lehi. He asked if they traded pumped water or water from Deer Creek, to which Mr. Timothy responded they traded Deer Creek water. He then discussed how the traded deal was arranged. City Engineer Todd Trane noted the water they traded was placed in a pond off 6800 West.

The irrigation application rates were displayed. Council Member Brian Braithwaite said this information would be beneficial for those who used too much water. He noted many residents felt they were following
the rules and they needed to know their numbers. Mr. Trane said they reached out to the users that abused the water usage. He noted they did not have enough meters to make an impact.

Council Member Brian Braithwaite said he wanted a report of usage; he would use less if it was making a difference.

Mr. Trane continued by explaining there were many facets that required attention. They needed meters, smart controllers, public awareness and educations, water scheduling, and several other items. These strategies would help increase the conservation efforts.

Mr. Trane then discussed Senate Bill 52, which required all new connections to have a meter. The bill required the water use to be tracked through the Division of Water Rights. Lastly, the bill required a plan to be submitted to the division of water rights with costs to meter. He said the cost estimate would be $4,500,000 for residential, commercial, and institutional properties. The cost for City connections would be $400,000. They estimated a cost of $800 to $1200 per resident.

Council Member Brian Braithwaite noted the larger cost was due to the system being maxed out. Mr. Trane said they were forced to upsize their lines due to this issue.

Council Member Scott L. Smith stated these were unfunded mandates. Mr. Trane said they had appropriated a loan of 1 to 1.5% and had also investigated a rate with Zions bank. He noted there were Federal grants for which they could apply, as well as a State loan.

Mr. Trane explained there were many benefits of metering including better conservation, fewer PI projects, and lower power costs.

3. CONSENT ITEMS (5 minutes)
Items on the consent agenda are of a routine nature or have been previously studied by the City Council. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. ACTION: Approval of Meeting Minutes
Regular City Council Meeting August 6, 2019

b. ACTION: Authorize the Surplus Sale of the 2007 Chevrolet
City Council will consider authorizing the surplus sale of a 2007 Chevrolet K1500 truck from the Highland City Fleet. The City Council will take appropriate action.

Council Member Tim Irwin MOVED to approve consent items. Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:
Council Member Brian Braithwaite Yes
Council Member Ed Dennis Yes
Council Member Tim Irwin Yes
Council Member Kurt Ostler Yes
Council Member Scott L. Smith Yes

The motion passed 5:0.

4. ACTION/ORDINANCE: SHORT TERM RENTALS (20 minutes)
City Attorney Tim Merrill oriented the City Council with an ordinance regulating short term rentals in Highland City. Staff was directed to bring the ordinance back before the Council. The ordinance would mitigate the nuisance factor. Parties and parking were the main nuisances they would regulate. The ordinance also included an enforcement factor. The short-term rentals would require a business license to determine who are the offenders.

Council Member Tim Irwin asked if this would have an impact. Mayor Mann said he felt the enforcement would work. They would have a way to contact the owners to enforce the regulations. The City currently had no way of contacting the owners.

Council Member Tim Irwin asked what this would cost. Mr. Merrill stated that the cost would be added to the fee schedule as a home business fee.

Council Member Scott L. Smith stated these short-term rentals became party homes with drinking in the street. He said this was difficult to live near and there should be rules and regulations to control these nuisances.

Council Member Kurt Ostler said he rented out a property and his neighbors expressed concerns about parking. He stopped renting the property when the problems affected his neighbors. Council Member Tim Irwin stated he thought the ordinance presented a solution to these concerns.

Mayor Mann said he liked the code was specific to short-term rentals. All the vehicles would be required to be off the street. Council Member Kurt Ostler agreed. The code could be enforced and could potentially cause the rentals to lose licensure.

City Administrator Nathan Crane said if the Council decided to allow short-term rentals this code permitted the rentals. If there were complaints about the rentals not being used appropriately, they could lose their permission. Council Member Scott L. Smith said he was not opposed to the rentals, but they needed more structure. The Council agreed. Council Member Brian Braithwaite said he wanted to have more enforceability.

Council Member Ed Dennis suggested they have an occupancy limit. This would prevent large parties taking place in the rentals.

It was discussed that the owner would ultimately be responsible. This was difficult because they were not always available or in the State. There was then discussion about the minimum days required. It was agreed an owner-occupied rental would be allowed to have one-night rentals. The other rentals would be required to have five-day rentals. When asked how they could enforce this requirement, Mr. Merrill said they could conduct sting operations by law enforcement.

Mayor Mann opened the floor for public comments.

Helene Parkus, resident, said she was concerned with the ordinance and issues in her own neighborhood. She said the family she was referencing had 20 children and the oldest still lived at home. They had three trailers in their side yard. She said she spoke to the owners about the trailer blocking the house’s view and explained that this affected the home values of the neighborhood.

Mayor Mann commented this was not a short-term rental issue, but would be addressed with staff, nonetheless.
Council Member Kurt Ostler MOVED to approve Ordinance O-2019-14 with the changes proposed; a one-day rental needs to be owner occupied and any other rental is a two-day minimum. Change the word ‘room’ to ‘bedroom’ and in Section 5.24.060, letter D in the first sentence, insert ‘owner’ as follows: Each short term rental operator and owner shall ensure that the occupants and guest of its short-term rental property do not create unreasonable noise or disturbances... as well as, including the definition of Owner Occupied. Council Member Scott L. Smith SECONDED the motion.

The vote was recorded as follows:

Council Member Brian Braithwaite  Yes
Council Member Ed Dennis  Yes
Council Member Tim Irwin  Yes
Council Member Kurt Ostler  Yes
Council Member Scott L. Smith  Yes

The motion passed 5:0.

5. ACTION/ORDINANCE: AMENDING NUISANCE ORDINANCE (20 minutes)
City Attorney Tim Merrill oriented the City Council with an ordinance amending Section 8.16.100 of the Highland City Municipal Code governing nuisances of noise, light and dust. The ordinance did not anticipate every incident and would rely on the judgement of the officers to apply the code.

Council Member Tim Irwin asked if Chief Gwilliams read the ordinance. Chief Gwilliams responded in the negative. It was then asked if there was a decibel level limit. Mr. Merrill stated that the level was found in many codes, but the trend was to remove this limit. He noted no one had a decibel reader.

Council Member Scott L. Smith asked what the ten minute or more limitation was, to which Mr. Merrill responded this exempted lawn maintenance. If something like a car was making noise longer than ten minutes, it would be considered excessive. There was subsequent discussion about what would be reasonable noise.

Mayor Mann opened the floor for public comments.

Josh Bird, resident, commented that the ordinance was his fault. He explained he had excavated his basement and took the dirt to his back yard. His children used motorcycles in his backyard. He noted he spoke with a neighbor who had complained about the motorcycle noise. The neighbor allegedly told the Council information that was not true about the noise. He said this ordinance was a waste of time and money. He said this was not an issue and it was hypocritical because the neighbors also were causing nuisance.

Brian Dobbins, resident, stated he lived across the street from Mr. Bird. He noted he had sent an email to the Council concerning the matter. He asked the Council to do its research and due diligence about this issue. He said the complaints were false and not true. The motorcycles were not running more than a few hours, five times a week at the most.

Council Member Brian Braithwaite asked Mr. Bird if he found a resolution with his neighbors. Nicole Bird, wife of Josh Bird, responded they were unable to reach a compromise. Council Member Tim Irwin stated they were told this was happening a lot. Ms. Bird said it was not and there was proof to that effect. Council Member Tim Irwin asked about the dust. Ms. Bird explained that they put on sprinklers before they played on the motorcycles which abated the dust.
Council Member Kurt Ostler asked if this was one hour a day for five times a week. Ms. Bird said it was less. Council Member Brian Braithwaite asked if anyone else used the track, to which Ms. Bird responded in the negative.

Mr. Merrill said this was a code enforcement issue and was not directed at the Birds. He asked the Council not to focus just on the Bird family. Council Member Brian Braithwaite said this was a difficult situation to regulate because it was too subjective. Council Member Tim Irwin agreed.

Ms. Bird said they were willing to compromise but wanted their kids to remain active. They now have silent motorcycles to avoid the noise. They moved to this area to enjoy the outdoors.

Council Member Kurt Ostler commented the neighbors were very emotional about this issue, including one neighbor who wanted to move due to then noise. Ms. Bird said she was concerned the neighbors would complain no matter what. She said they wanted to put in a pool and a basketball court, and the neighbors were upset. She felt they were too sensitive.

Mr. Merrill said their goal was to write the code to allow a reasonable and normal person to determine if there was a nuisance.

A retired attorney expressed empathy for Mr. Merrill, noting he had litigated nuisance cases for 39 years. He recommended they leave the code alone and not create an ordinance as there could be unintended consequences. The proposed language would become increasingly complicated. It would be less expensive for an attorney to bring a claim to the court.

*Council Member Tim Irwin MOVED that the item be continued to a later date and that Council Members provide suggested changes by email to City Administrator Nathan Crane for City Attorney Tim Merrill and bring the changes back to a future Council meeting.* Council Member Ed Dennis SECONDED the motion.

The vote was recorded as follows:

- Council Member Brian Braithwaite: Yes
- Council Member Ed Dennis: Yes
- Council Member Tim Irwin: Yes
- Council Member Kurt Ostler: Yes
- Council Member Scott L. Smith: No (he would prefer to deny it)

The motion passed 4:1.

6. DISCUSSION: CEMETERY FENCE REPLACEMENT OPTIONS (10 minutes)

City Administrator Nathan Crane oriented the City Council with options related to replacing a portion of the cemetery fence and maintaining the remainder of the fence. He asked Council for direction. The site map was shown with lines to show what needed to be replaced.

Mr. Crane said he contacted a few fence companies for cost estimates. Photos were shown of the fence along SR92. The fence was installed in 07-08 with the cemetery expansion. It started to rust from the inside out. It was powder coated and could not be repaired. Mr. Crane provided some options and the associated costs. He discussed their potential benefits. It was noted a fence was required.

Council Member Ed Dennis asked why the fence was required to be five feet high. Mr. Crane stated that this was just an option and the staff were open to suggestions. Council Member Ed Dennis said he like a lower fence, similar to the one around the splash pad.
Council Member Kurt Ostler asked if there were issues at the cemetery. Chief Gwilliam responded in the negative. There was subsequent discussion on the available options. The Council discussed the height, thickness and the material. It was agreed to inquire in the price difference between height and materials.

Council Member Brian Braithwaite asked if there was something better than the fence. Council Member Ed Dennis explained that a perpetual care fund was set up for the cemetery that would cover the fence costs.

City Engineer Todd Trane stated there were portions of the fence that were potentially dangerous. It was staff’s opinion that this was a pressing issue. He said they could eliminate the fence but there would be complaints.

7. MAYOR/COUNCIL AND STAFF DISCUSSION AND COMMUNICATION ITEMS
   a. Animal Board Policy for Feral Cats
      Council Member Scott L. Smith oriented the Council regarding options for handling feral cats. He was on the Animal Shelter Board and they had discussed how these cats were euthanized. He said they planned to neuter these cats and return them back to where they were taken. He explained this would increase cost and noted the Board was dependent upon donations.

   b. Condition of Median Strips on Alpine Highway
      Council Member Scott L. Smith oriented the Council with concerns relating to the condition of the median strips on Alpine Highway. The City was responsible for weeding the median strips and they were currently in bad condition.

      City Engineer Todd Trane said the City was understaffed, thereby making it difficult to address the matter. Staff was concerned about the condition of the weeds and would try to remove them. He said they had reached out to landscaping companies to take care of the issues, and they would take bids from them as soon as possible.

8. FUTURE MEETINGS
   a. Future Meetings
      - September 10, City Council & Planning Commission Joint Meeting Moderate Income Housing Plan, 7:00 pm, City Hall
      - September 17, City Council Meeting, 7:00 pm, City Hall
      - September 24, Planning Commission Meeting, 7:00 pm, City Hall

9. CLOSED SESSION
   The Highland City Council may temporarily recess the City Council meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual as provided by Utah Code Annotated §52-4-205

   At 9:43 PM Council Member Scott L. Smith MOVED that the City Council recess to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual as provided by Utah Code Annotated § 52-4-205. Council Member Brian Braithwaite SECONDED the motion.

   The vote was recorded as follows:
   Council Member Brian Braithwaite        Yes
   Council Member Ed Dennis                Yes
   Council Member Tim Irwin                Yes
   Council Member Kurt Ostler              Yes
The motion passed unanimously.

**ADJOURNMENT**

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

The CLOSED SESSION adjourned at 10:50 PM.

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

The meeting adjourned at 10:51 PM.

I, Cindy Quick, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on February 5, 2019. This document constitutes the official minutes for the Highland City Council Meeting.

Cindy Quick, MMC
City Recorder
The City Council will consider a request by Sterling Gardner for final plat approval of a 2-lot subdivision located at 10539 N 6000 W. The Council will take appropriate action.

The property is approximately 1.68 acres and located north of 10530 N 6000 W. The applicant is requesting to create a 2-lot subdivision.

The property is designated as Low Density Residential on the General Plan Land Use Map. The current zoning is R-1-40. The R-1-40 District allows for one home per 40,000 square feet of land within the development. The minimum lot width is 130 feet.

The applicant is requesting approval of a 2-lot subdivision. Each lot is .842 acres or 36,677 square feet.

Access to the site will be from 6000 West.

Notice of the September 9, 2019 Development Review Committee meeting was mailed to all property owners within 500 feet of the proposed site on August 22, 2019. Two residents attended the meeting.

Notice of the Planning Commission meeting was published in the Daily Herald on September 9, 2019 and posted on the state website September 5, 2019. Notification of the public hearing associated with this meeting was mailed to all property owners within 500 feet of the proposed site on September 9, 2019. No written correspondence has been received.

Notification is not required for City Council.

ANALYSIS:
The General Plan designation for this property is Low Density Residential. The surrounding properties are zoned R-1-40 and non-conforming R-1-20. The proposed subdivision is in conformance with the General Plan and compatible with the surrounding uses.

- Access to the site will be from 6000 West.
- The standard ten (10) feet public utility easements have been included on the plat.
- The setbacks for each lot meets R-1-40 standards for setbacks of 30' for the front, 30' for the rear, and 15' for the sides.
- Each lots frontage is 153.78', which is above the 130' requirement for R-1-40.
- Proposal meets all criteria for a 2-lot subdivision within the R-1-40 zone.

CONCLUSION:
With the proposed stipulations, the proposed Preliminary/Final Plat appears to meet the required findings for approval.

PLANNING COMMISSION ACTION:
The Planning Commission held a public meeting on September 24, 2019. There were two comments from the public regarding the proposal. The Commission voted unanimously to recommend approval of the preliminary and final plat subject to the following stipulations:

1. The recorded plat conforms to the final plat date stamped August 27, 2019 except as modified by these stipulations.
2. All public improvements shall be installed as required by the City Engineer.
3. The civil construction plans shall meet all requirements as determined by the City Engineer.

RECOMMENDATION AND PROPOSED MOTION:
I move that the City Council APPROVE Arabian Meadows Final Plat subject to the three stipulations recommended by Planning Commission.

ALTERNATIVE MOTION:
I move that the City Council DENY Arabian Meadows Preliminary / Final Plat subject to the following findings: (Council should state appropriate findings).

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

ATTACHMENTS:
1. Vicinity Map
2. Proposed Plat
Utah County Parcel Map

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

Date: 9/10/2019
NOTES:
1. All material and work shall conform to Highland City Standards and Specifications for Construction.

LOT 1
2.0 ACRES

LOT 2
1.8 ACRES

NOT TO SCALE
ROAD NOTES

INLET BOX AND SUMP
SEE DETAIL SD-01

4" CONCRETE SIDEWALK

ALL MATERIALS AND WORK SHALL CONFORM TO HIGHLAND CITY STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION.

1. TYPICAL LAYOUT IS SHOWN. FIELD VERIFY CROSS SLOPE OF NEW PAVEMENT IS BETWEEN 1% AND 4%.

2. SAWCUT TO BE A MINIMUM OF 12 INCHES FROM EDGE OF EXISTING ASPHALT.

BASE COURSE:
9.0' UNTREATED
2.0' 4" CRUSHED
The City Council will consider a request to approve a construction bid with Roots Landscaping for cobble stone lining in the Country French Detention Basin in the amount of $37,200 and authorize the Mayor or City Administrator and City Clerk to execute the necessary documents. The Council will take appropriate action.

Country French is a subdivision that was constructed back in 2006 and is located on Highland Blvd. As part of the development a detention basin was constructed on the corner of Normandy Way and highland Blvd. The detention basin is designed poorly and very difficult to maintain. Over time it has seriously over grown with vegetation and become a wetland nuisance. There was always standing water due to the exit pipe slowly filling with sediment. Our current storm drain standards would not allow this type of detention construction.

This spring Highland experienced a good storm in the northwest part of the city and the detention basin completely filled with water, even above the designed high water. The outlet pipe had completely plugged. It became a safety issue for those residents close by. Our public works staff was able to pump the detention basin down and we spent a good amount of time trying to excavate and open up the outlet pipe.

Due to the emergency nature of the situation, the city hired a contractor to reconstruct the piping through the detention and bring it up to current standards. This work was completed this summer. The detention is functioning appropriately now. Staff feels that we shouldn’t leave the detention unsurfaced. The weeds and vegetation will more than likely just return and continue to be an eye sore.

The detention basin has steep slopes which would make it very difficult to safely mow it if sprinklers and sod were installed. Staff is recommending that the basin be lined with a geotextile fabric then install a layer of rock cobble.

Staff received three bids for the work and they are as follows:
Roots Landscape - $37,200.00  
SDX Excavation - $42,174.00  
KW Robinson Construction - $73,840.11

The schedule for the work is this fall before snow falls.

**FISCAL IMPACT:**
The cost is $37,200. The funds for this project will come out of the Storm Sewer Enterprise Fund reserves, which is funded through storm fees. The fund was recently evaluated by Zions, which determined that the fund had sufficient monies to complete the project. As this expenditure was not included in the current fiscal year budget funds will need to come previous years’ revenue. This will be included as part of the mid-year budget adjustments unless otherwise directed by the Council.

**RECOMMENDATION AND PROPOSED MOTION:**
Staff recommends that the City Council approve the construction bid with Roots Landscaping in the amount of $37,200 for the lining of the Country French Dentition Basin and authorize the Mayor or City Administrator and City Clerk to execute the necessary contract documents for the project.

I move that the City Council approve construction bids with Roots Landscaping in the amount of $37,200 for the lining of the Country French Dentition Basin and authorize the Mayor or City Administrator and City Clerk to execute the necessary contract documents for the project.

**ATTACHMENTS:**
1. Vicinity Map  
2. Roots Landscape Bid  
3. SDX Bid  
4. KW Robinson Bid
## FULL SERVICE
Landscape, Sprinkler, and Design
Carey Christenson - Owner/Architect
801-636-0652
30+ years experience

Remit payment to:
Roots Landscape
44 West 200 North
American Fork, UT 84003

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| NOTES |

| SUB TOTAL | $37,200 |
| TOTAL     |         |
Sterling Don Excavation
P.O. Box 949
Lehi, UT  84043
(801) 520-6336
www.sdxutah.com

Estimate

ADDRESS
Highland City
5400 West Civic Center Drive
Highland, UT

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JOB
Country French-Landscape

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TOTAL
$42,174.00

Accepted By

Accepted Date
BID PROPOSAL

Project Name: Country French Detention Basin
Location: Highland, Ut.  Date: 9/12/19
Submitted To: Ty  Estimator: Jared Robinson
Company: Highland City

SCOPE OF WORK: Install Fabric and Cobble

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|          |                        |              |      |        | Base Total:  
|          |                        |              |      | $73,840.11 |              |
|          |                        |              |      |        | TOTAL ESTIMATE: $73,840.11 |

ALTERNATE:

1
2
3
4

EXCLUSIONS:

1. Survey, layout, construction staking, and grade verification
2. Testing
3. Rock Removal
4. Manufacturing Onsite Material
5. Dewatering
6. Permits, Fees, Bonds
7. Topsoil Backfill

SPECIAL PROVISIONS:

1. Water required for compaction and dust control will be available on-site at no charge.
2. This bid proposal excludes winter conditions costs and snow / frost removal.
3. This bid proposal is based on the acceptance of all items detailed above. This proposal is strictly limited to the scope of work outlined above, and defined by this proposal. If accepted, this proposal will be included in, and become part of any subcontract.
4. This bid is based on the cost of fuel and oil prices on bid day. Any increase in oil prices will be passed through to the owner.
5. This bid is based on Conversation with Ty and Site Visit
6. This bid is valid for 30 days from date of bid.
The City Council will consider a request to approve a construction bid with Fence Specialist for the replacement of the portion of the cemetery fence along SR92 in the amount of $48,263.70 and authorize the Mayor or City Administrator and City Clerk to execute the necessary documents. The Council will take appropriate action.

Staff has become increasingly concerned with the condition of the fence at the Cemetery, especially along SR-92 (Timpanogos Highway). Residents and those attending funeral services have called expressing concern that the fence has become an eye-sore and an inspection of the fence has proved this to be the case (Attachment 1). While the majority of the fence around the perimeter is in relatively good condition, the 870’ of fence along the highway has become rusted with the paint/powder coating chipped away and needs to be replaced. There are some areas where the raw metal is exposed and other areas where the metal is rusted through.

This fence was installed as part of a cemetery expansion project done in 2007/2008 by S & L Landscaping. It is constructed of steel square tubing which was powder coated after being welded together. While powder coating is a viable method of preventing rust on steel, it is not fail-proof. If any part of the steel is exposed - even by something as small as a chip or scratch in the powder coating, corrosion will start. Salt on the adjacent highway during the winter has exacerbated the situation and resulted in this entire length of the fence needing to be replaced. Since the rust has gone beyond the metal surface, it is not repairable via commercial repair methods.

This item was discussed at the September 3, 2019 at which time the Council directed staff to obtain three different bids for the fence and look into the possibility of a power coat steel fence.

Staff received three bids for the work and they are as follows:
Fence Specialist - $48,263.70
Northwest Fence and Supply - $73,780
Staff received one verbal quote for the powder coated steel fence from Fence Specialist for $75,000. Due to the cost differential between the different companies and the different products additional bids were not pursued.

**FISCAL IMPACT:**
The cost is $48,263.70. The City General Fund will be responsible for $12,066 of the cost. The remaining cost will come from the Cemetery Fund. As this expenditure was not included in the current fiscal year budget funds will need to come previous years’ revenue. This will be included as part of the mid-year budget adjustments unless otherwise directed by the Council.

**RECOMMENDATION AND PROPOSED MOTION:**
Staff recommends that the City Council approve the construction bid with Fence Specialists in the amount of $48,263.70 for the replacement of cemetery fence along SR92 and authorize the Mayor or City Administrator and City Clerk to execute the necessary contract documents for the project.

I move that the City Council approve the construction bid with Fence Specialists in the amount of $48,263.70 for the replacement of cemetery fence along SR92 and authorize the Mayor or City Administrator and City Clerk to execute the necessary contract documents for the project.

**ATTACHMENTS:**
1. Bids
### QTY and DESCRIPTION

<table>
<thead>
<tr>
<th>Description</th>
<th>5' tall Aluminum Fencing</th>
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<tr>
<td>Commercial</td>
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<tr>
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<td>Removal of old Fence</td>
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<tr>
<td>Cash Price</td>
<td>$48,263.70</td>
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</table>

| Total Contract | $0.00 |
| Total after deposit | $0.00 |

**Financing Est. Payment**

| Amount | $0.00 mo. |

**Acknowledgment**

- *12 months No Payment, No Interest financing plan is subject to qualifying credit approval. Interest accrues during the promotional period but all interest is waived if the purchase amount is paid before the expiration of the promotional period. Financing for GreenSky® consumer credit programs is provided by federally insured, federal and state chartered financial institutions without regard to race, color, religion, national origin, sex or familial status. Please call for more details. Subject to qualifying credit approval.*

  Thank You

**Acknowledgment**

- *All Returned checks will be charged a $30.00 handling fee*

  Customer understands that charges to the original bid will need to be in writing and signed by both parties and could result in delay of installation.

  Customer understands that the sprinkler lines and heads are the property owner's responsibility to mark, move or repair in the unlikely event that damage does occur.

  Customer understands that property lines are the property owner's responsibility and need to be clearly marked. The fence will be set at the center of the defined property line unless otherwise specified. Any moving of the fence line after installation will be at the property owner's expense.

  Fence Specialist does not haul post hole dirt off site, but will put in designated spot on customer's property (as long as we know before hand rather than after the fact).

  Customer understands that if Fence Specialist sets posts and then has to come back after customer does concrete work and/or landscaping there is a return trip charge and customer goes to the end of the line on the schedule.

  Customer is responsible for securing all permits.

  Thank You

**Up Front Cash Discounted Option**

| Amount | $0.00 |
**NORTHWEST FENCE & SUPPLY**

240 S 1060 W Lindon UT 84042
PHONE (801) 796-8800  FAX (801) 796-8899
northwestfenceutah.com

**IN NO EVENT SHALL THE COMPANY OR ANY THIRD PARTY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY WATER OR RELATED DAMAGE SUFFERED AS A RESULT OF COMPANY’S SERVICE OR MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING IN THE EVENT THAT THE COMPANY BREAKS OR RUPTURES A WATER LINE, PIPE OR CONTAINER.***

**BUYER MUST BE PRESENT WHEN JOB IS STARTED***

---

**HOLE INS IN ASPHALT**

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<tr>
<th>Rail Type</th>
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**Sprinkler Line Insurance $6.00 Per Hole**

Due to unforeseen underground obstacles, additional charges may be incurred.

**Fabric or Panel Description**

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**GATE POSTS**

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**Wire Spacing**

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**Mushroom Stop**

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**Gate Holdback**

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**POWDER COATING**

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**Pipe Origin**

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**Pipe Origin**

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**Corner Posts**

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**End Posts**

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**Barbed Wire, Ties & Hog Rings**

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**By signing, purchaser acknowledges reading and agrees to the terms set forth in this contract and the attached Terms and Conditions. Purchaser also acknowledges and agrees to the personal guarantee set forth in the Terms and Conditions, and acknowledges and agrees to be responsible for underground utilities and irrigation lines.**

**Purchaser is responsible for obtaining permits and locating property lines**

**GRAND TOTAL**

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**Once signed contract/proposal and 1/2 down is received, buyer will be added to our installation roster, and will be contacted prior to starting job.**
Allied Fence Co.
8580 Chromalloy Circle
West Jordan, UT 84088

Providing Quality Fencing & Gates Since 1986

<table>
<thead>
<tr>
<th>Bill To</th>
<th>Ship To</th>
</tr>
</thead>
</table>
| Highland City  
5400 W. Civic Center Dr., Suite 1  
Highland, UT 84003 | Highland City Cemetary  
6200 W 11000  
Highland, UT 84003 |

<table>
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<tr>
<th>Web Site</th>
<th>Rep</th>
<th>P.O. No.</th>
<th>Terms</th>
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<tr>
<td><a href="http://www.alliedfenceco.com">www.alliedfenceco.com</a></td>
<td>BC</td>
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<td>1/2 Down, Balance Due Upon Comp</td>
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<tr>
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<td>2-1/2&quot; x 2-1/2&quot; (.125&quot;) x 94&quot; Post - Line</td>
<td>10,230.00</td>
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<tr>
<td>248</td>
<td>High Strength Concrete Mix</td>
<td>1,240.00</td>
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<tr>
<td>128</td>
<td>2-1/2&quot; x 2-1/2&quot; Side Mount Post Flange</td>
<td>3,936.00</td>
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<tr>
<td>512</td>
<td>Anchor Bolt for Post Flange</td>
<td>330.24</td>
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<tr>
<td>156</td>
<td>5' High x 6' Wide Imperial Belmont 3-Channel Panel with Standard Picket Spacing</td>
<td>36,387.00</td>
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| 868 | Removal & Disposal of Ornamental Steel Fence  
- Grind rails off where posts are embedded in concrete pillar.  
- Cut line posts off at ground level and leave concrete footing in ground. | 9,360.00 |
| 868 | Installation  
- Set line posts around existing post footings.  
- Mount end posts on to existing concrete pillar with side mount post flange. | 30,000.00 |

**NOTE:** Estimate is not valid until removal of existing fence panels and/or post footings is determined. Additional line posts and panels may be required if existing post footings remain in ground and obstruct even placement of new posts.

Total: $96,763.24

Licensed & Insured  
Estimate Valid for 10 Days  
Professionally Trained Installers  
Schedule May Vary
The City Council adopt Resolution 2019-*** requesting the recertification of the Highland City Justice Court. The Council will take appropriate action.

State statute requires that municipal justice courts be recertified by the Utah Judicial Council every four years. The certification of the Highland Justice Court expires in January. One of the items that needs to be completed as part of the recertification process is the adoption of the attached resolution by the City Council.

The proposed resolution will not impact current fiscal year expenditures.

The City Council should adopt the resolution requesting recertification of the Highland City Justice Court.

I move that the City Council approve Resolution 2019-** requesting recertification of the Highland City Justice Court.

1. Proposed Resolution
WHEREAS, the provisions of U.C.A. 78A-7-103 require that Justice Courts be recertified at the end of each four-year term; and

WHEREAS, the term of the present Court shall expire in January 2019; and

WHEREAS, the members of the Highland City Council have received an opinion letter from Tim Merrill, City Attorney, which sets forth the requirements for the operation of the Justine Court and feasibility of continuing to maintain the same; and

WHEREAS, the members of the Highland City Council have determined it is in the best interests of Highland City to continue to provide for a Justice Court.

BE IT RESOLVED, the Highland City Council hereby requests recertification of the Highland City Justice Court by the Board of Justice Court Judges and the Utah Judicial Council.

BE IT FURTHER RESOLVED, the Highland City Council hereby affirm their willingness to continue to meet all requirements set forth by the Judicial Council for continued operation of the Justice Court for the next four-year term of court, expect as to any requirements waived by the Utah Judicial Council.

This resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the City Council of Highland City, Utah, this 16th day of July, 2019.

HIGHLAND CITY, UTAH

__________________________
Rodney W. Mann
Mayor

ATTEST:

__________________________
Cindy M. Quick, MMC
City Recorder

<table>
<thead>
<tr>
<th>COUNCILMEMBER</th>
<th>YES</th>
<th>NO</th>
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<tr>
<td>Brian Braithwaite</td>
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<td>Ed Dennis</td>
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<td>Tim Irwin</td>
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<td>Kurt Ostler</td>
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<td>Scott L. Smith</td>
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The City Council will hold a public hearing to consider the adoption of a 1% Municipal Transient Room Tax for short term rentals. The Council will take appropriate action.

Staff is recommending that the City Council adopt short term rental regulations. State allows a municipality to adopt a 1% transient room tax. The purpose of this tax is to allow municipalities to collect revenue to offset impacts of short term rentals on the community. The tax would apply to hotel rooms, short term residential rentals and similar uses where customers stay for less than 30 days.

If the Council adopts the tax it takes effect October 1, 2020.

This action will not have an impact on expenditures during the current fiscal year.

ATTACHMENTS:

1. Resolution R-2019-20
RESOLUTION NO. R-2019-20

A RESOLUTION OF THE HIGHLAND CITY COUNCIL, HIGHLAND CITY, UTAH
ADOPTING A ONE PERCENT TRANSIENT ROOM TAX.

BE IT HEREBY RESOLVED, by the City Council of Highland:

That a one percent transient room tax rate is hereby enacted and shall be effective on the first calendar day of the quarter following 90-day notice period prescribed by statute. This tax is enacted pursuant to Utah State Code Section 59-12-352.

BE IT FURTHER RESOLVED, that the City Recorder is hereby directed to send a copy of this resolution to the County Auditor of Utah County so that this levy can be placed on the tax rolls and collected according to law.

The Resolution will take effect on January 1, 2020.

THIS RESOLUTION APPROVED AND ADOPTED, this 1st day of October, 2019 by the City Council of Highland, Utah.

HIGHLAND CITY, UTAH

__________________________
Rodney W. Mann
Mayor

ATTEST:

______________________________
Cindy M. Quick, MMC
City Recorder

COUNCILMEMBER      YES     NO
Brian Braithwaite     □      □
Ed Dennis             □      □
Tim Irwin             □      □
Kurt Ostler           □      □
Scott L. Smith        □      □
The City Council will hold a public hearing to consider a request by Cynthia Thorsen to amend Section 3-4502 of the Highland City Development Code to allow Reception and Event Centers in the RP Zone. The Council will take appropriate action.

BACKGROUND:
Larsen Professional Office recently completed their building on 11020 N 5500 W. The building is located in the Residential Professional (RP) zone. Reception and event centers aren’t permitted in this zone currently.

The building is two stories and is 10,000 square feet. The parking lot has fifty-two (52) parking spaces available with two ADA accessible spaces. The top floor of the building has Elevated Family Dentistry and will need twenty (20) parking stalls.

A development code amendment is a *legislative* process.

SUMMARY OF THE REQUEST:
1. The proposed amendment allows Larsen Professional Office and other businesses in the RP zone to have a reception and event center for up to 150 people.

2. Subsequent to the Planning Commission meeting the applicant has proposed a new text amendment request for Special Event Centers.

Amended Section 3.4502.10

*Permitted Conditional Uses*

...  
10. Special Event Center.
A facility or establishment meant for hosting celebrations, ceremony’s, weddings, receptions, corporate functions, or similar activities with food and beverage brought on
site subject to the following requirements:
a) The maximum number of attendees shall not exceed 150.
b) All events shall end by 10:00 PM, including cleanup.
c) Commercial onsite kitchens shall be prohibited.
d) All event space shall be ran by a professional event planner or hosting service.

ANALYSIS:

- The purpose of the RP zone is to provide various professional office, private education, and related uses while protecting and buffering residential neighborhoods from commercial uses. There are currently three areas in the city that are zoned RP: southwest corner of 5600 W and SR92, northeast corner of 5500 West and SR92 and the southeast corner of Alpine Highway and SR92.

- Permitted uses in the RP zone are permitted conditional uses. The special event center would have to apply for a conditional use permit for the proposed site.

- Since most events and receptions tend to occur during the evenings or on the weekends, the City Council should discuss the potential impact of the use on adjacent residential properties.

- The top floor of the building currently has Elevated Family Dentistry. The dental office will need 20 parking stalls. This would leave 22 available stalls for the special event center and another other tenant in the proposed location. The applicant is proposing utilizing 2,500 square feet of the building.

- Special Event Centers have different parking needs than office uses. Currently, the RP District does not have a separate parking requirement for this type of use. Special Event Centers parking requirements for different cities and the number of stalls needed per the applicant’s request:

<table>
<thead>
<tr>
<th>City</th>
<th>Parking</th>
<th>No. Stalls*</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Fork</td>
<td>0.25 per person in permitted capacity</td>
<td>150 People: 37</td>
</tr>
<tr>
<td>Lindon</td>
<td>One (1) per three and one-half (3 ½) person capacity in the building or facility, based on maximum use of all facilities at the same time</td>
<td>150 People: 42</td>
</tr>
<tr>
<td>Draper</td>
<td>4 spaced per 1,000 square feet gross building floor area</td>
<td>2,500 sq ft: 10</td>
</tr>
<tr>
<td>Pleasant Grove</td>
<td>One parking space per one hundred fifty (150) square feet of gross floor area</td>
<td>2,500 sq ft: 16</td>
</tr>
<tr>
<td>Orem</td>
<td>C2 &amp; HS Zone:</td>
<td>2,500 sq ft: 10</td>
</tr>
</tbody>
</table>
Buildings with less than 10,000 square feet gross floor area: One stall shall be required for every 250 square feet of gross floor area.
Buildings with 10,000 square feet gross floor area or greater: One stall shall be required for every 250 square feet of gross leasable area. If the gross leasable area is not known, one stall shall be required for every 250 square feet of gross floor area.

<table>
<thead>
<tr>
<th>M2 Zone:</th>
<th>2,500 sq ft:</th>
</tr>
</thead>
<tbody>
<tr>
<td>One parking stall per 750 square feet shall be required for the first 100,000 square feet of building area or portion thereof.</td>
<td>3</td>
</tr>
<tr>
<td>One parking stall per 1,000 square feet shall be required for the next 50,000 square feet of building area or portion thereof. Building(s) larger than 150,000 square feet shall require 184 parking stalls plus one parking stall per 2,250 square feet of building area excess of 150,000 square feet.</td>
<td></td>
</tr>
<tr>
<td>The parking requirement for office spaces is one (1) parking stall per 250 square feet regardless of the size of the building.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BP Zone:</th>
<th>2,500 sq ft:</th>
</tr>
</thead>
<tbody>
<tr>
<td>One stall shall be required for every 250 square feet of gross leasable floor area.</td>
<td>10</td>
</tr>
</tbody>
</table>

*For Larsen Professional Office / the applicants proposed building.

- Due to different parking needs for reception and event centers, the City Council should discuss amending the parking requirement in Section 3-509.2 of the Development code and exclude the ability for a parking reduction for special event centers.

**CITIZEN PARTICIPATION:**
Notice of the Planning Commission meeting was published in the Daily Herald on August 11, 2019 and posted on the state website August 8, 2019. No written correspondence has been received.

Notice of the City Council meeting was published in the Daily Herald on September 1, 2019 and posted on the state website on August 29, 2019. Two written correspondence have been received not in favor.

**DISCUSSION ITEMS:**
Cities have very little direction when it comes to the review of conditional use permits. The best way to address this issue is to not allow uses that are not compatible with surrounding uses. The Council will need to determine if the use is appropriate in the RP District. The following questions have been provided to assist the Council in determining...
their decision:

- Is the proposed use constituent with the intent of the RP District?
- Is the proposed use compatible with the uses in the RP District?
- Is the proposed use compatible with surrounding residential uses?
- Do the development standards in the RP District adequately address the potential impacts of this type of use?
- Is the parking requirement adequate to limit offsite impacts?

If the Council chooses to approve the proposed amendment, the Council should also create a minimum parking requirement for this type of use. Staff would recommend utilizing per person parking requirement similar to Lindon’s parking requirement of one per three and half person. In addition, this use should be exempt from being able to reduce the minimum parking requirement.

PLANNING COMMISSION ACTION:
The Planning Commission held a public hearing on August 27, 2019. There was no comment from the public for the proposed amendment. The Commission voted 7 to 0 to recommend denial of the text amendment due to problems with parking, hours of operation, and the expectancy of the RP zone being a buffer zone between residential and commercial.

RECOMMENDATION and PROPOSED MOTIONS:
The City Council should hold a public hearing, discuss the discussion items above and determine if the amendment should be approved.

I move that the City Council accept the findings and APPROVE the proposed amendment based on the following findings: (The Council will need to draft appropriate findings.)

I move that the City Council DENY case TA-19-07, a request for a text amendment for Permitted Uses based on the following findings: (The Council will need to draft appropriate findings.)

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

ATTACHMENTS:
1. Ordinance
2. Current Development Code Section 3-4502 Permitted Conditional Uses
3. Narrative
4. Highland City Zoning Map
5. Citizen Comment
6. Minutes from August 27, 2019 Planning Commission Meeting
7. Example parking calculation for site
AN ORDINANCE OF THE HIGHLAND CITY COUNCIL AMENDING HIGHLAND CITY DEVELOPMENT CODE SECTION 3-623 AS SHOWN IN FILENAME TA-19-04.

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

WHEREAS, the Commission held a public hearing on this Ordinance on July 9, 2019 and

WHEREAS, the City Council held a public hearing on this Ordinance on X, 2019.

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

SECTION 1. That Section 3-4502 Permitted Conditional Uses of Residential Professional (RP) zone of the Highland City Development Code, is hereby amended as follows:

Amended Section 3.4502.10
Permitted Conditional Uses

10. Special Event Center:
A facility or establishment meant for hosting celebrations, ceremony’s, weddings, receptions, corporate functions, or similar activities with food and beverage brought on site subject to the following requirements:
   a) The maximum number of attendees shall not exceed 150.
   b) All events shall end by 10:00 P.M., including cleanup.
   c) Commercial onsite kitchens shall be prohibited.
   d) All event space shall be ran by a professional event planner or hosting service.

SECTION 2. That the Mayor, the City Administrator, the City Recorder and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose of this Ordinance.

SECTION 3. This Ordinance shall become effective immediately after posting.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provision and such holding shall not affect the validity of the remaining portions of this Ordinance.
PASSED AND ADOPTED by the Highland City Council, May 21, 2019

HIGHLAND CITY, UTAH

_________________________________
Rodney W. Mann, Mayor

ATTEST:

_________________________________
Cindy Quick, City Recorder

<table>
<thead>
<tr>
<th>COUNCILMEMBER</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Braithwaite</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ed Dennis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tim Irwin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kurt Ostler</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scott Smith</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3-4502 Permitted Conditional Uses

The only uses allowed within the R-P Zone shall be Conditional Uses which satisfy the primary intent or purpose for the Zone and which are subject to special conditions as may be imposed by the planning commission or city council. All such conditional uses are subject to additional conditions considered appropriate and necessary by the Planning Commission and City Council. Those uses which are incompatible with the desired land use for the R-P Zone are prohibited. Following is a list of conditional uses for the R-P Zone, subject to the standards and procedures established in this Code.

1. Community Uses
2. Financial Institutions
3. Medicare Care Facilities
4. Professional Offices, including, but not limited to, the following:
   a. Architect
   b. Certified Public Accountant
   c. Doctor, Dentist, Psychologist, Psychiatrist, or Nurse
   d. Insurance (not claims adjustment)
   e. Lawyer
   f. Engineer or Surveyor
   g. Physical Therapist
5. Single-family Residence compatible with R-1-40 Zoning Regulations
6. Other types of stores or services which the Planning Commission and City Council determine to be compatible with the intent of the Zone.
7. Accessory structures and uses necessarily and customarily incidental to the above uses and specifically provided for in the Conditional Use Permit. Uses must be compatible with the Zone.
8. Private Educational Institutions, Preschools, Day Care. A private educational institution is defined as such: if it is under the financial and managerial control of a private body, firm, association, organization, or corporation, or charitable trust rather than by a public agency; it accepts mostly fee-paying pupils; it has one or more teachers to give instruction; it has an assigned administrator; it has enrolled or prospectively enrolled students; and its educational program meets all of the following criteria:

   a. The primary purpose of the program is to provide private or religious based education, provides educational services to a minor child and aims to improve the lives of their students by providing services tailored to very specific needs of individual students; and

   b. The program provides at least 850 hours of individual class instruction by subject each school year; and

   c. The program provides a sequentially progressive curriculum of fundamental instruction in any/or all of the following subjects: reading, language arts, mathematics, social studies, science and health, the visual arts, or performing arts. This subsection does not require the program to include in its curriculum any concept, topic or practice in conflict with the program’s religious doctrines or to exclude from its curriculum any concept, topic or practice consistent with the program’s religious doctrines.

   d. The program is not operated or instituted for the purpose of avoiding or circumventing any compulsory school attendance requirement.

   e. The pupils in the institution’s educational program, in the ordinary course of events, return daily to the homes of their parents or guardians and the institution is not licensed as a child welfare agency.

9. Whenever a use has not specifically been identified in the foregoing classification, it shall be the duty of the City Planning Commission to recommend, and the City Council to determine, if said use

   a. Is consistent with the intended use of the R-P Zone; and

   b. Is compatible with other listed uses; and

   c. Is compatible with the uses of adjacent properties.

(Amended: 6/17/03)
Attachment 3:

Narrative

We want permitted use in the RP zone in Highland, Utah to hold events in the building located at 11020 N 5500 W for groups of people no larger than 100-150 persons. There will be no loud music and no late hours in keeping with the Highland City Noise Ordinance. The over-size parking lot should accommodate parking needs for the small to medium sized groups. During a routine building inspection, the fire marshal was asked about some of the space being used to hold events and he explained the necessary fire barriers needed to meet the 1 hour fire wall requirement, like an enclosed ceiling, and he saw no concerns with the building being used for that purpose.
Ruby House in Highland offers a unique location and venue for small and medium social gatherings from family celebrations like golden anniversaries and milestone birthdays to corporate retreats and private ceremonies and dinners. Ruby House provides professional planning and hosting services to ensure that every evening at Ruby House is important and memorable for guests and adheres to all safety regulations and city ordinances.

A strong sense of community radiates through the core of Ruby House, it is a place to bring people together and Ruby House itself is part of the surrounding community and thus we share the same concerns as our neighbors and the City of Highland.

Traffic impact is everyone's top concern.
- Ruby House provides 50 plus parking stalls including # of ADA stalls.
- Typical gatherings are in the evenings which allows all the parking stalls to be considered since the other tenant is closed in the evening.
- Event set up from 4:00-5:30pm. Events start at 6:00-7:00pm. Event clean-up from 9:00-10:00pm
- Evening gatherings allows for “rush hour” traffic to clear.
- Gathering at Ruby House are fun and enjoyable, patrons actually stay so they don’t miss anything, avoiding the increased “drive thru” or “drop by and leave” traffic.
- Traffic is minimized by having real start/end times. Although traffic may peak before and after, it will not be steady and prolonged traffic.

Business expansion beyond the initial intent.
- Will gatherings be held every night? No. Professional planned events require setup and cleanup/repair time which limits the use and most activities will be Thursday - Saturday evenings.
- Will the location grow into a restaurant? No. Ruby House provides a separate prep room for catering partners to organize and serve guests, but it does not provide any cooking facilities.
- Will this become price exclusive with limited access? No. There is a great need for this size location in the community. Although it will never be a DIY location, it is expected that it could provide a meeting space for nonprofits and volunteer organizations which will take some pressure off of other locations like public libraries.

Neighbor and other businesses will be impacted.
- This location is on a main road in Highland. Guests will not meander through neighborhoods, even when lost, to arrive.
- Guest visiting Ruby House are likely to stop and buy gas, visit the ATM, or stop and buy a gift card on the way to the event and some quick groceries on the way home.

Highland is a growing community and we are excited to be a part of Highland and to provide our services to bring happiness and joy into people's lives.
Attachment 5:

Date: September 26, 2019

Subject: Email Correspondence

Email from Clyn & Nianne Young dated September 11, 2019:

Please be advised that we oppose the proposal by Elevated Dentistry to operate an event center. We live at 11144 No, on 5500 West. Thank you for your attention to our view on the matter. Clyn L and Nianne Young

Email from Edgar Tooley dated September 12, 2019:

Dear Members of the City Council,

I would like to take this opportunity to thank you for the work you do on the council. I know you spend many hours on my behalf and the members of this community where I have been a resident for over 20 years.

While reading a brief in the city email I saw that you are considering a change to the professional zone to allow event centers. I understand that in this request the event center is described as only for small gatherings. My comments are from my experience working for an event center for over three years and watching my daughters also work for an event center. In my experience, the events you plan and contract for often do not remain in the scope agreed upon.

For various reasons, events can become larger than expected. They might include sound amplification on a bigger scale than typically allowed. At times guests may come under the influence of alcohol or other substances and may bring these substances on the premises without permission. From my personal experience once an event is started it is difficult for event managers to stop or even control bad actors. In close proximity to a residential area, an event center will lead to conflicts that may lead to additional pressure on police and other services.

Event centers are needed even with these flaws but the professional zone as it is currently defined is a good buffer between residential zones and more commercial zones with extended hours and high traffic. Please consider the benefit of keeping the professional zone for professional office activities follow and expected pattern and not add something is difficult to define or control.

Please reach me by email or phone if you have questions about the points I have made here.

Regards,

Edgar
The regular meeting of the Highland City Planning Commission was called to order by Planning Commission Chair, Christopher Kemp at 7:05 PM on August 27, 2019. An invocation was offered by Commissioner Jones and those assembled were led in the Pledge of Allegiance by Commissioner Ball.

**PRESENT:**
- Commissioner: Christopher Kemp
- Commissioner: Jerry Abbott
- Commissioner: Tim Ball
- Commissioner: Brittney Bills
- Commissioner: Ron Campbell
- Commissioner: Claude Jones
- Commission Alternate: Audrey Wright

**EXCUSED:**
- Commissioner: Sherry Carruth

**STAFF PRESENT:**
- Community Development Director: Nathan Crane
- Planner: Tara Tannahill
- Planning Coordinator: JoAnn Scott
- Planning Commission Secretary: Heather White

**OTHERS:**
- See attached attendance lists

**TRAINING**

Members of the Planning Commission were given instructions on how to use the electronic voting system.

**PUBLIC APPEARANCES**

Commissioner Kemp asked for public comment. None was offered.

**PUBLIC HEARING ITEMS**

1. **TA-19-07**
   - A request by Cynthia Thorsen to amend the RP Zoning District to allow Reception and Event Centers as a Conditional Use.

Commissioner Kemp opened the public hearing at 7:07 PM.
Ms. Tannahill reviewed the details of the application. She said according to staff analysis, reception centers had different parking needs compared to what was currently seen in the RP (residential professional) zone. She encouraged the commissioners to discuss parking requirements as defined in Section 3-509.2. Commissioner Kemp mentioned that parking was the main concern.

Applicant Cynthia Thorsen said that she hoped to put a facility that would run events inside the lower portion of the Elevated Dentistry building. She said there were 50 parking stalls. She explained that the dentist office was not open on Friday or Saturday and she could work with the them to accommodate parking for daytime events. Ms. Thorsen said she had a lot of experience with large events and was experienced with large and small groups. She said shuttling had always been an option and something they did a lot of the time. She said she had experience containing people and utilizing spaces that were provided. She wasn’t sure but thought the maximum occupancy for the interior space was 200-250 people. She said she would never have two events at the same time so anyone renting the space would have access to both inside and outside, weather permitting. Ms. Thorsen explained that some events might be during the time the dentist was working. She said it depended on the needs of the event and that they could transport from other locations so parking was not needed. She explained that the dentist owned the building and that she hoped to be his tenant. Ms. Thorsen said they did not have other locations where they operated. She said she had affiliations with most venues in the state. She had been doing this for about 20 years and had clients come to her to customize events. She said parking needs were very dependent on the needs of the event. The portion of the building that she was interested in was 2,500 square feet.

Commissioner Abbott asked if the building had other vacant space. Ms. Thorsen thought there was one other area that was currently vacant. Commissioner Abbott pointed out that if all three spaces were being used, it would be under parked.

Commissioner Kemp asked for public comment. Hearing none, he asked for additional discussion.

Commissioner Abbott thought the benefit with the RP zone was that businesses were closed on weekends. He pointed out that the change might introduce parties and events right by residential areas during weekends. The Planning Commission discussed other areas in which the amendment might affect. They discussed parking requirements that would be appropriate for potential uses. They were concerned that there would not be enough space if all tenets needed parking at the same time. They talked about potential hours of operation.

Commissioner Kemp wondered why Ms. Thorsen was interested in this location. He voiced concern with potentially loud music bothering residents in the evenings. She explained that smaller locations like this were difficult to find and were frequently booked out early. She said the smaller space allowed her to bring in her own venders. She talked about the beauty of the surrounding area. She said it might not be the right venue for evening parties with loud music. She explained that the building had a huge parking lot which would be a noise buffer for neighbors. She said some neighbors thought the lights were a safety measure. She talked about
the wall and thought it would also be a noise buffer. Ms. Thorsen explained that the space was not currently finished and that she did not plan on adding a kitchen.

Commissioner Bills was concerned with specific home owners and remembered how they were concerned with noise when the dentist office was approved. She understood the difficulty in finding space like this, but thought her responsibility was to the Highland residents. She explained that she would need to see what the benefit was to Highland and residents.

Commissioner Wright was concerned about changing the code without knowing how it might affect other locations in the RP zoning district.

Commissioner Abbott agreed and said a reception center was a higher parking use that might affect areas that were already developed. He didn’t see a use for changing the code unless a parking lot could be upgraded.

Commissioner Campbell talked about standards that were generally used to calculate parking for reception centers; per person or per square feet. He said parking worked for this location based on those calculations, but they couldn’t know if it worked for other locations in the RP zone.

Commissioner Kemp asked Mr. Crane his thoughts on the matter. Mr. Crane said the commissioners made good observations. He said parking enforcement was a challenge in this situation. He said reception centers in general, not necessarily this application, had large parking demands. He said staff had many of the same concerns as the commissioners unless parking was addressed adequately.

Commissioner Kemp thought the venue would be good in Highland and hoped something could be worked out maybe at a different location. Commissioner Campbell wondered if there were any provisions that could be created having to do with shuttling people after a specific number of dedicated stalls were used. Mr. Crane said enforcement would become problematic.

Ms. Thorsen explained that being able to be local was a benefit to the city. She said most people wanted to stay close to their home and neighborhood. She mentioned that she ran the Sandy City parade for about 10 years with 65,000 people. She worked closely with law enforcement and that it was possible to create an event while containing people. Commissioner Kemp said the concern was with the other areas in the RP zone if the code were changed.

MOTION: Commissioner Campbell moved to deny TA-19-07; Request for a Text Amendment for Permitted Use, based on the following findings:

1. Problems associated with parking
2. Hours of operation that might not coincide with the expectancy of a residential buffer zone

Commissioner Wright seconded the motion. Commissioner Kemp, Commissioner Abbott, Commissioner Ball, Commissioner Bills, Commissioner Campbell, Commissioner Jones, and Commissioner Wright were in favor. None were opposed. The motion carried. (Commissioner Abbott voted in favor of the motion, but the results of electronic voting were incorrect and showed that he was opposed.)
Alison Larson, Dr. Larson’s wife, said they talked to the property owner of the adjacent vacant lot. She wondered if the vacant lot could be used for additional parking. Commissioner Kemp said staff needed to see if something could work with the parking. He wanted to talk to neighbors about potential lights and noise during weekends. The planning commission talked about other options and ways to make the use fit this location. They talked about parking and the need for a buffer zone to residential areas. They agreed that more information was needed.

Commissioner Kemp closed the public hearing at 7:47 PM.

2. **PC-19-03**

McKay Christensen is requesting approval of a Planned Development (PD) District of approximately 5.80 acres named Apple Creek. The property is located approximately at 5532 W Parkway West Dr. The planned development will include a 10,200 square foot commercial space and a maximum of 121 residential units.

Commissioner Kemp opened the public hearing at 7:48 PM.

Ms. Tannahill reviewed the details of the PD application and pointed out that the developer proposed 20.72 units per acre. She reviewed the parking plan, landscaping plan, amenities, commercial space, and height requirements. She pointed out that the council had the ability to approve a building height of up to 50 feet. Ms. Tannahill reviewed the details of the residential units and said it would be modern farmhouse style architecture. She noted that access for the commercial district would be from Alpine Highway and a shared access with Ace Hardware. Access for the residential district would be from Alpine Highway, 10700 N, and a share access with Ace Hardware. She reported that a traffic study indicated that a light would not be needed on 10700 North and Alpine Highway because the project was anticipated to utilize 7.8% of Alpine Highway’s road capacity. For general reference, she reviewed density, parking, and building heights of surrounding developments. She mentioned that Apple Creek proposed 300 parking stalls and a density of 20.72 where the town center district requirement was 403 parking stalls and the development code defined 12 units per acre.

McKay Christensen, representing Apple Creek LLC, said they planned to partner with Holmes Homes. He reviewed the history of the application. He mentioned that the proposed development was similar to the previous application except that it was now a PD district. He said Apple Creek made all 38 recommended changes from city staff.

Commissioner Campbell wondered who made the decision about the light. He said traffic was already a problem and wondered how there could not be a light on 10700 N. Commissioner Kemp said the traffic at the intersection had always been a concern.

Mr. Christensen mentioned that he met with UDOT (Utah Department of Transportation) and that Apple Creek commissioned the traffic study. He said the property was currently zoned commercial and if they only did commercial development it was estimated that the number of trips per day would double compared to the estimated trips per day from the proposed...
ATTACHMENT 7:

Background
Total Building size: 10,000 square feet
Top Floor Dental Office: 5,000 square feet
Bottom Floor Special Event Center: 2,500 square feet
Maximum Attendees: 150 people

Available Parking Stalls
Total Stalls Available Onsite: 52
Top Floor Need: 20
Remaining for Bottom Floor: 22

Parking Examples

<table>
<thead>
<tr>
<th>Parking</th>
<th>No. of Stalls</th>
<th>Shortage</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) parking stall per three and half (3 ½) person.</td>
<td>42</td>
<td>20 stalls short</td>
</tr>
<tr>
<td>One (1) per 0.25 person</td>
<td>37</td>
<td>15 stalls short</td>
</tr>
<tr>
<td>Four (4) per 1,000 square feet</td>
<td>10</td>
<td>None</td>
</tr>
<tr>
<td>Three (3) per 1,000 square feet</td>
<td>7</td>
<td>None</td>
</tr>
</tbody>
</table>
The City Council will consider a request by Saratoga Springs and DR Horton to approve an exchange of Utah Lake Distributing Water Shares for Lehi Irrigation Water Shares and authorize the Mayor or City Administrator and City Clerk to execute the necessary documents. The Council will take appropriate action.

DR Horton is developing a property in Saratoga Springs. Saratoga Springs is requiring that the development convey culinary and secondary water shares to the city. The water shares that have been sold to DR Horton with the property are 195 Lehi Irrigation Shares. Saratoga Springs currently has no way to get Lehi Irrigation water into their pressurized irrigation system, therefor Saratoga Springs will not accept the water for the development. Lehi Irrigation water is a great source (straight from American Fork Canyon) for the Highland pressurized irrigation system.

Highland City Currently owns 54 shares of Utah Lake Distributing Company shares. Highland currently has no way to utilize this water in the pressurized irrigation system. Saratoga Springs can utilize the Utah Lake Distributing Water in their pressure irrigation system. DR Horton approached the two cities to facilitate a water exchange which would transfer the Lehi Irrigation shares to Highland and the Utah Lake shares to Saratoga. The trade would need to be an even trade (equal acre-foot for acre-foot), since neither city can divest itself of water. The 195 shares of Lehi Irrigation shares represent 507 acre-feet of water. The 54 shares of Utah Lake Distributing shares represent 275.94 acre-feet. The get to the 507 acre-feet required for an even trade, Highland City will include 47.74 shares of East Jordan Irrigation shares, which represents 231.06 acre-feet of water.

Upon execution of the agreement, Saratoga Springs and DR Horton will be responsible to complete the change application process through the state to transfer the East Jordan shares to Saratoga Springs. If the transfer is unsuccessful, per the agreement, all shares will transfer back to original ownership prior to the signing of this agreement.
FISCAL IMPACT:
This action will not have a fiscal impact.

RECOMMENDATION AND PROPOSED MOTION:
Staff recommends that he City Council approve the water exchange agreement with Saratoga Springs and DR Horton and authorize the Mayor or City Administrator and City Clerk to execute the necessary documents.

I move that the City Council approve the water exchange agreement with Saratoga Springs and DR Horton and authorize the Mayor or City Administrator and City Clerk to execute the necessary documents.

ATTACHMENTS:
   1. Water Right Exchange Agreement
WATER EXCHANGE AGREEMENT

This Water Exchange Agreement (“Agreement”) is entered effective the ____ day of September, 2019 (the “Effective Date”) by and among Saratoga Springs, Utah a municipal corporation of the State of Utah (“Saratoga Springs”), Highland City, Utah, a municipal corporation of the State of Utah (“Highland”), and D.R. Horton (“Horton”). The parties may be collectively referred to herein as the Parties or individually as a Party.

RECITALS

A. Horton owns 195 shares of stock in the Lehi Irrigation Company representing 507 acre-feet of water as identified on the records of the State Engineer as having a diversion value of 2.60 acre-feet per share. The shares allow for the irrigation of 126.75 acres in the service area of Lehi Irrigation Company. For the purposes of this Agreement, these shares are hereinafter referred to as the “Lehi Irrigation Shares.”

B. Highland is a Municipal Corporation chartered by the State of Utah located near the mouth of American Fork Canyon and operates a water diversion and delivery system for secondary water service within its service area.

C. Highland owns 54.0 shares of stock in the Utah Lake Distributing Company representing 275.94 acre-feet of water as identified on the records of the State Engineer as having a diversion value of 5.11 acre-feet per share. The shares allow for the irrigation of 55.188 acres in the service area of Utah Lake Distributing Company. For the purposes of this Agreement, these shares are hereinafter referred to as the “Utah Lake Shares.”

D. Highland also owns 60.0 shares of stock in the East Jordan Irrigation Company approved for municipal use of 290.4 acre-feet of water identified on the records of the State Engineer as having a diversion value of 4.84 acre-feet per share in the service area of Highland under water right number 55-9453(a26314) (“East Jordan Change Application”). Highland is willing to exchange 47.74 shares of stock in the East Jordan Irrigation Company subject to the East Jordan Change Application representing the right to use 231.06 acre-feet of water for municipal use. For the purposes of this Agreement, the 47.74 shares are hereinafter referred to as the “East Jordan Shares and Change Application.”

E. Saratoga Springs is a Municipal Corporation chartered by the State of Utah located on the western shore of Utah Lake and operates a water diversion and delivery system within its service area.

F. Highland wishes to transfer ownership of the Utah Lake Water Shares to Saratoga Springs in exchange, subject to the terms and conditions of this Agreement, for a portion of the Lehi Irrigation Shares.

G. Highland also wishes to transfer ownership of the East Jordan Water Shares and Change Application to Saratoga Springs in exchange, subject to the terms and conditions of this Agreement, for the remaining portion of the Lehi Irrigation Shares.
H. Horton wishes to receive water right dedication credits from Saratoga Springs in exchange, subject to the terms and conditions of this Agreement, for Horton transferring the Lehi Irrigation Shares to Highland and the receipt by Saratoga Springs of the Utah Lake and the East Jordan Shares and Change Application.

I. Saratoga Springs wishes to receive the Utah Lake Shares and the East Jordan Shares and Change Application from Highland in exchange, subject to the terms and conditions of this Agreement, for issuing water right dedication credits as specified in Section 5 below (“Water Credits”) to Horton.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Transfer of the Shares. Subject to the terms, conditions, and contingencies and in consideration of the mutual promises and covenants set forth in this Agreement, (a) Horton agrees to convey to Highland the Lehi Irrigation Shares, (b) Highland agrees to convey to Saratoga Springs the Utah Lake Shares, the East Jordan Shares and Change Application, and (c) Saratoga Springs agrees to provide the Water Credits to Horton (collectively referred to herein as the “Exchange”). All of the transactions in this paragraph shall occur at the time of closing. Closing shall occur at a date, time, place, and manner as agreed to by all the Parties.

2. Lehi Irrigation Shares. At closing, Horton shall endorse and deliver to Highland the original executed and notarized share certificates for the Lehi Irrigation Shares. Horton shall also execute and deliver to Highland an Assignment and Bill of Sale transferring the Lehi Irrigation Shares to Highland. In exchange, Saratoga Springs shall provide to Horton the Water Credits as defined in Section 5 below.

3. Utah Lake Shares. At closing, Highland shall endorse and deliver to Saratoga Springs the original executed and notarized share certificates for the Utah Lake Shares and take any additional steps necessary to complete the transfer of the Utah Lake Shares. Highland shall also execute and deliver an Assignment and Bill of Sale transferring the Utah Lake Shares to Saratoga Springs. Highland and Saratoga Springs have evaluated the water rights and sources of water supply involved in the Exchange, including the diversion rates, the depletion allowances, the relative values, and the priority dates. In evaluating the shares and the intended water uses, Highland and Saratoga Springs, in consultation with their professional advisors, have independently determined that the 54 Utah Lake Shares and 106.13 shares of the Lehi Irrigation Company have an equal value as required under Article XI Section 6 of the Utah Constitution.

4. East Jordan Shares and Change Application Exchange for Lehi Irrigation Shares. At closing, Highland shall endorse and deliver to Saratoga Springs the original signed and notarized East Jordan Shares certificates and take any additional steps necessary to complete the transfer of the East Jordan Shares. Highland shall also execute and deliver an Assignment, Bill of Sale and Water Deed conveying the East Jordan Shares and Change Application to Saratoga Springs.
Springs. Highland and Saratoga Springs have evaluated the water rights and sources of water supply involved in the Exchange, including the diversion rates, the depletion allowances, the relative values, and the priority dates. In evaluating the rights and the intended water uses, Highland and Saratoga Springs, in consultation with their professional advisors, have independently determined that the 47.74 East Jordan Shares and Change Application, and the 88.87 shares of the Lehi Irrigation Company have an equal value as required under Article XI Section 6 of the Utah Constitution.

5. **Change Applications.** The Parties acknowledge that Saratoga Springs’ obligations to Horton are contingent upon East Jordan Irrigation Company and State Engineer approval of change applications approving Saratoga Springs’ use of the East Jordan Shares and Change Application and the Utah Lake Shares within its service area and from its points of diversion.

   a) Upon execution of this Agreement, Saratoga Springs, in cooperation with the relevant irrigation companies, shall prepare and file with the Utah State Engineer Applications for Permanent Change of Water seeking to change the points of diversion, place of use, and nature of use of the water represented by the East Jordan Shares and Change Application and the Utah Lake Shares. Saratoga Springs shall seek the right to use the East Jordan Shares from its culinary wells for municipal use and will seek to the right to use the Utah Lake Shares in its secondary irrigation system (“Change Applications”).

   b) Saratoga Springs shall be responsible for the preparation, filing, and prosecution of the Change Applications to final non-appealable Orders of the State Engineer. Horton shall reimburse Saratoga Springs for its actual, documented expenses incurred in filing and prosecuting the Change Applications. Saratoga Springs will provide Horton an invoice and supporting documents demonstrating the expenses incurred by Saratoga Springs and Horton will reimburse the expenses within thirty (30) days of receipt.

   c) If an Order of the State Engineer limits or rejects one or both of the Change Applications for any reason, Horton will have the right to decide whether to accept the limitation or pursue an appeal of the State Engineer’s Order. If the rejection or limitation of a Change Application that Horton decides, in its sole discretion, is unacceptable becomes final the relevant portions of this Agreement will terminate without further action or Horton may, in its sole discretion, terminate the entire Agreement and the Parties will have no further obligations to one another under this Agreement. If Horton elects to terminate this Agreement in part or in whole, the shares and change application shall be transferred, assigned and conveyed, by the respective Parties, back to the respective Parties in the same manner they were at the time this Agreement was entered into such that the Parties are returned to their original position before this Agreement and so that Highland and Saratoga Springs have exchanged water rights and sources of water supply of equal value.

6. **Banking of Water Credits.** In exchange for the receipt of the Utah Lake Shares and the East Jordan Shares and Change Application Saratoga Springs shall issue the Water Credits to Horton, subject to and in conformance with the following:
a. **In Satisfaction of Water Right Dedication Requirements.** Horton shall receive Water Credits for each acre-foot of water approved for use in Saratoga Springs under the Change Applications. The Water Credits can be used to fulfill the water right exaction requirements imposed upon Horton as a condition of receiving water service from Saratoga Springs including, without limitation, the obligation to dedicate water rights as required pursuant to the Saratoga Springs City Code as currently adopted or as may be amended from time-to-time ("**Water Right Dedication Requirements**"). The Water Credits shall satisfy only the water dedication component of the Saratoga Springs City Code.

b. **Quantification of Water Credits.** The Water Credits shall represent credit in the amount of water that is approved for use within Saratoga Springs’ service area under the Change Applications. Horton will receive culinary water credits for the quantity of water approved for diversion from Saratoga Springs’ drinking water wells under the Change Applications. Horton will receive secondary irrigation water credits for the quantity of water approved only for depletion from Saratoga Springs’ secondary water sources multiplied by a factor of 1.56 to account for losses to Saratoga Springs’ secondary water distribution system. It is anticipated that Horton will receive culinary water credits for the East Jordan Shares and Change Application and will receive secondary irrigation water credits for the Utah Lake Shares. If the East Jordan Shares and Change Application are not approved for diversion from Saratoga Springs’ culinary wells, Horton may choose, in its sole discretion, to receive secondary irrigation water credits for the East Jordan Shares and Change Application subject to approval of a revised change application. The Water Credits shall be allocated for development purposes, pursuant to Saratoga Springs’ Water Right Dedication Requirement according to lot size and the nature of connection in conformance with the Saratoga Springs City Code.

c. **Reimbursement of Saratoga Springs Costs and Expenses.** Horton, as the holder of the Water Credits, shall reimburse Saratoga Springs for any actual, documented costs and expenses incurred by Saratoga Springs including, without limitation, irrigation company assessments incurred prior to closing, and costs and expenses incurred for attorneys, engineers, accountants and consultants’ services, in connection with this Agreement, including, without limitation, the preparation of this Agreement, all costs and expenses incurred by Saratoga Springs in fulfilling its responsibilities pursuant to this Agreement. Horton shall reimburse Saratoga Springs for actual, documented costs and expenses incurred by Saratoga Springs pursuant to this section within thirty (30) days of Saratoga Springs’ invoice. As an express condition of the tender or assignment of the Water Credits pursuant to subparagraph 5.f. or 5.g. below, Horton shall also reimburse Saratoga Springs its costs associated with the tender or assignment of the Water Credits including but not limited to Saratoga Springs staff time, consultant fees, legal fees, and any and all administrative costs within thirty (30) days of Saratoga Springs’ invoice.

d. **Horton Acknowledgments.** Horton: (i) hereby recognizes the authority of Saratoga Springs to establish a water right exaction policy of Saratoga Springs and to quantify the Water Credits accordingly; (ii) understands the methodology of Saratoga
Springs’ water right exaction policy in quantifying the number of Water Credits to be dedicated in connection with the development of Horton’s property, and acknowledges that Saratoga Springs’ water right exaction policy has been set by Saratoga Springs in good faith, (iii) acknowledges the right of Saratoga Springs to review and revise its Water Right Dedication Requirement under its water right exaction policy as Saratoga Springs determines advisable in its sole discretion, pursuant to State law, (iv) hereby accepts and agrees to be bound by Saratoga Springs’ Water Right Dedication Requirement and water right exaction policy as set forth above and the quantification of Water Credits pursuant thereto as set forth herein.

e. Saratoga Springs’ Representations and Warranties. Saratoga Springs hereby represents and warrants to Horton as follows: (i) this Agreement is binding and enforceable against Saratoga Springs in accordance with its terms, and the execution, delivery and performance of this Agreement by Saratoga Springs has been duly and validly authorized by all necessary action and proceedings, such that no further action or authorization is necessary on the part of Saratoga Springs with respect to the transactions contemplated pursuant hereto; (ii) Saratoga Springs will not sell, assign, encumber, hypothecate, or otherwise transfer the Water Credits to any person other than Horton, subject to and in conformance with the terms and provisions of this Agreement; and (iii) subject to the installation by Horton of all required storage, distribution, and transmission improvements required by Saratoga Springs standards and payment of all impact fees (other than water right dedication), Saratoga Springs presently has the ability to fully service all of the Water Credits and will perpetually maintain such ability for the benefit of Horton subject to Horton continuing to hold the Water Credits.

f. Tender of Water Credits for Development Projects. In conformance with the terms and conditions of this Agreement, Water Credits may be tendered by Horton, or its assigns, to Saratoga Springs as follows:

i. Horton, or its assigns, shall tender to Saratoga Springs the required amount of Water Credits necessary for the development of property in satisfaction of the Water Right Dedication Requirements for the development property. The tendered amount of Water Credits shall be deducted from the previous balance of Water Credits of record, if any, and Saratoga Springs shall thereupon send an account statement acknowledging its approval and acceptance of the tendered Water Credits and setting forth the number of Water Credits, if any, which remain vested in Horton or its assigns.

ii. Upon tender of Water Credits and acceptance of the same by Saratoga Springs, Horton or its assigns shall be entitled to connect to Saratoga Springs’ water system and receive water service from Saratoga Springs within Saratoga Springs’ incorporated limits subject to (a) this Agreement, (b) the installation of all required storage, distribution, and transmission facilities per Saratoga Springs regulations, (c) payment of all impact fees for capital improvements including storage, distribution, and transmission, and (d) all other
applicable Saratoga Springs regulations, in the same manner and on the same basis as any other customer of Saratoga Springs.

g. **Assignment of Water Credits.** The Water Credits available for culinary water dedication requirements shall be limited to use for development of Horton’s Northshore project or other projects located within the boundary of Saratoga Springs east of the Jordan River. The Water Credits for secondary irrigation may be used on any land within the legal boundary of Saratoga Springs. The Water Credits shall be fully assignable by Horton to a substitute developer for development, subject to the place of use limits set forth in this paragraph and in conformance with the following:

i. Horton shall be required to pay any actual, documented costs and expenses incurred by Saratoga Springs, including costs for legal, accounting, and other consultants’ services in connection with the assignment of the Water Credits. Saratoga Springs shall provide Horton and invoice and documentation identifying the expenses incurred as a result of such assignment. Such invoice shall be due and payable within thirty (30) days of receipt and payment shall be an express condition precedent to the authorization of the assignment by Saratoga Springs.

ii. An assignment shall be accomplished through the execution of an Assignment of Ownership Interest (“Assignment”) in a form approved by Saratoga Springs’ attorney and executed by Assignor, Assignee, and Saratoga Springs. The Assignment shall, among other things, (i) identify the assignee, (ii) acknowledge Saratoga Springs’ approval of the assignment of the ownership interest, (iii) set forth the amount of Water Credits assigned, (iv) acknowledge that any portion of the Water Credits not assigned shall remain in force and effect under Horton’s account, (v) affirm that the assignee takes the interest in the Water Credits subject to the terms, provisions, and conditions of this Agreement. The Assignment shall be signed by Horton and the transferee, with said signatures being duly acknowledged by a notary public. The authorization of the assignment by Saratoga Springs and the receipt for payment in full of all costs and expenses required to be paid by the transferor as a condition to Saratoga Springs’ authorization shall be manifested and confirmed by the signature of Saratoga Springs City Manager on the Assignment. Subsequent to the execution of the Assignment by Saratoga Springs, Saratoga Springs will provide to Horton an account statement verifying the amount of Water Credits, if any, that remains vested in Horton subsequent to the Assignment.

h. **Compliance with Saratoga Springs Code.** Except as otherwise provided herein, Horton shall comply with and abide by all other requirements of Saratoga Springs’ code and regulations incident to the development of Horton’s property within Saratoga Springs, including, without limitation, improvement requirements, execution of a Development Agreement, exactions, except water right dedication fulfilled by the Water Credits, and conditions of approval, applications, and the payment of deposits and applicable development fees, including reservation fees and water service fees.
Option to Buy-back Water Credits. If Horton, or its assign, does not use the Water Credits within fifteen (15) years of the Effective Date, Saratoga Springs has the option to purchase and retire the Water Credits at the then current appraised value of the underlying irrigation company shares. To exercise the option Saratoga Springs must provide written notice to Horton, or its assign, of Saratoga Springs intent to exercise the option. Saratoga Springs, at its sole expense, will obtain an appraisal to determine the current fair market value of the irrigation company shares underlying the Water Credits Saratoga Spring intends to buy back.

7. Closing Conditions. The transactions under this Agreement are expressly conditioned for each closing upon satisfaction of the following conditions with respect to the water shares involved with such closing:

a) The absence of pending or threatened litigation relating to the Lehi Irrigation Shares, the Utah Lake Shares, the East Jordan Shares, and the absence of pending or threatened litigation relating to this Agreement.

b) Approval by the East Jordan and Utah Lake Distributing Company of the respective Change Applications without conditions or with conditions satisfactory to Horton and Saratoga Springs.

c) The State Engineer issuing final, non-appealable Orders on the Change Applications satisfactory to Horton.

8. Costs and Expenses. Each Party shall bear its own costs and professional fees related to the negotiation and performances required under this Agreement, except as otherwise set forth herein.

9. Horton’s Representations, Warranties, and Covenants. Horton hereby represents, warrants, covenants and agrees as follows:

(a) Title. Horton represents it has good and marketable title to the Lehi Irrigation Shares, which title is free and clear of all liens, encumbrances, reservations, restrictions, and adverse claims. Horton is solely responsible for producing the original certificates for the Lehi Irrigation Shares.

(b) Use and Legal Compliance. To the best of Horton’s knowledge, the Lehi Irrigation Shares are in good standing and are not subject to forfeiture for any period of non-use and Horton is in full compliance with all requirements applicable to relevant federal, state, and local laws, rules, and regulations with regard to the Lehi Irrigation Shares.

(c) No Violations. Horton has not received any written notices from any governmental agencies with respect to any violations concerning the Lehi Irrigation Shares.

(d) No Proceedings. There are no attachments, levies, executions, assignments for the benefit of creditors, receivership, conservatorship, or voluntary or involuntary proceedings
in bankruptcy (or pursuant to any other debt or relief laws) contemplated or filed by Horton (with respect to Horton) or, to Horton’s actual knowledge, pending or threatened in any current judicial or administrative proceedings against Horton.

10. Highland’s Representations, Warranties, and Covenants. Highland hereby represents, warrants, covenants, and agrees as follows:

   (a) **Title.** Highland represents it has good and marketable title to the Utah Lake Shares and the East Jordan Shares and Change Application, which title is free and clear of all liens, encumbrances, reservations, restrictions, and adverse claims. Highland is solely responsible for producing the original shares certificates for the Utah Lake Shares and the East Jordan Shares.

   (b) **Use and Legal Compliance.** To the best of Highland’s knowledge, the Utah Lake Shares and the East Jordan Shares are in good standing and are not subject to forfeiture for any period of non-use and Highland is in full compliance with all requirements applicable to relevant federal, state, and local laws, rules, and regulations with regard to the Utah Lake Shares and the East Jordan Shares.

   (c) **No Violations.** Highland has not received any written notices from any governmental agencies with respect to any violations concerning the Utah Lake Shares or the East Jordan Shares.


   (a) **Valid Entities.** The Representing Party is an entity duly formed, validly existing, and in good standing under relevant laws and has the legal power, right, and authority to enter into this Agreement and the instruments to be executed by the Representing Party pursuant to this Agreement and to consummate the transaction contemplated hereby.

   (b) **Authority.** The individuals executing this Agreement and the instruments to be executed by the Representing Party pursuant to this Agreement on behalf of the Representing Party have the legal power, right, and authority to bind the Representing Party to the terms and conditions of this Agreement and such instruments.

   (c) **Binding Contract.** This Agreement executed when and delivered constitutes a valid and binding obligation enforceable against the Representing Party in accordance with its terms, and will not result in any violation of, or any default under, any other agreement to which the Representing Party is subject.

   (d) **Consents and Approvals.** Other than those specifically mentioned above, no consent, approval, authorization, declaration, filing, or registration with or of any third party, including any governmental or regulatory authority, is required in connection with the execution, delivery, and performance of this Agreement by the Representing Party.
12. Preservation of Shares. From and after the Effective Date and until the closing, the Parties shall not:

(a) sell or contract to sell, lease, license, transfer, pledge, mortgage, hypothecate, or otherwise dispose of or encumber the Lehi Irrigation Shares, the Utah Lake Shares, or the East Jordan Shares or any interest in such;

(b) enter into any transaction with, or solicit or encourage submission of inquiries, proposals, or offers from, any other person relative to any potential disposition or encumbrance of the Lehi Irrigation Shares, the Utah Lake Shares, or the East Jordan Shares or any part thereof;

(c) provide further information to any person other than Highland, Horton, or Saratoga Springs relating to any possible disposition or encumbrance of the Lehi Irrigation Shares, the Utah Lake Shares, or the East Jordan Shares or any parts thereof; or

(d) fail to take actions necessary to preserve the Lehi Irrigation Shares, the Utah Lake Shares, or the East Jordan Shares.

13. Notice. Any notice which this Agreement requires or permits to be given to Horton, Highland, or Saratoga Springs must be in writing and must be delivered to such person either personally or by depositing it in the United States mail, certified mail, addressed to such person at the address set below, and the notice will be deemed complete when received. The parties to this Agreement may hereafter designate in writing a different address or person to whom such notices must be given.

If to Horton:

D.R. Horton, Inc.
Utah Division
12351 South Gateway Park Place, Suite D-100
Draper, Utah 84020
Attn: Boyd Martin, Division President
Email: bamartin@drrhorton.com
Phone: (801) 571-7101; Fax (801) 571-7102

With a copy to:

D.R. Horton, West Region
11241 Slater Avenue NE, Suite 120
Kirkland, WA 98033
Attn: J. Matt Farris and Melissa Trunnell, Esq.
E-mail: mfarris@drrhorton.com;
     mtrunnell@drrhorton.com
Phone: (425) 307-6268
If to Highland:  
Public Works Director  
5400 W Civic Center Dr., Suite 1  
Highland, UT 84003  
With a copy to:  
City Attorney  
5400 W Civic Center Dr., Suite 1  
Highland, UT 84003  
If to Saratoga Springs:  
Public Works Director  
1307 N. Commerce Dr., #200  
Saratoga Springs, UT 84045  
With a copy to:  
Kevin Thurman  
Saratoga Springs City Attorney  
1307 N. Commerce Dr., #200  
Saratoga Springs, UT 84045  

14. **Brokerage/Indemnification.** Neither Party has entered into any contract or had any dealings regarding the Exchange with a licensed real estate broker or any person who can claim a right to commission or finder’s fee as a result of the Exchange contemplated by this Agreement. Each Party shall indemnify and hold the other Parties harmless against and from any claims for a real estate commission or other fee with respect to the closing of the Exchange contemplated by this Agreement as the result of the conduct of such indemnifying Party. This section shall survive closing.

15. **Attorney’s Fees.** In any action arising out of this Agreement, including without limitation, an alleged breach or default by any Party, each prevailing Party will be entitled to recover from the non-prevailing Party or Parties its costs and reasonable attorneys’ fees incurred in such action. The venue for such an action shall be Utah County, Utah. This section shall survive closing.

16. **Time is of the Essence.** Time is of the essence regarding the dates and time constraints set forth in this Agreement. This section shall survive closing.

17. **Governing Law.** This Agreement is governed by, construed, and enforced in accordance with the laws of the State of Utah.

18. **Successors and Assigns.** This Agreement and all of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

19. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing which is signed by the Parties.

20. **Assignability.** No assignment of this Agreement, other than as set forth herein, shall be allowed absent the written consent of the Parties, which consent may not be unreasonably withheld.
21. **Necessary Acts and Cooperation.** The Parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement or which are necessary and proper to make effective the provisions of and transaction contemplated by this Agreement.

22. **Warranties to Survive the Closing.** All representations, warranties, covenants and indemnities of the Parties contained herein shall survive the closing and shall not be deemed merged in any document delivered pursuant hereto.

23. **Captions.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

24. **Relationship.** None of the terms or provisions of this Agreement shall be deemed to create a partnership among the Parties, nor cause them to be considered as a principal, agent, employer or employee of the other Party. This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in any person or entity.

25. **Counterparts.** This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. The Parties agree that signatures transmitted by e-mail or facsimile shall be binding as if they were original signatures.

26. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior understanding, representation, or agreement of the Parties regarding the subject matter hereof.

**IN WITNESS WHEREOF,** the parties have executed this Agreement.
Dated this _____ day of ______________, 2019.

<table>
<thead>
<tr>
<th>D.R. HORTON, INC.,</th>
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<tbody>
<tr>
<td>a Delaware corporation</td>
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</table>

By:
Name:
Title:

STATE OF _____________ )
COUNTY OF _____________)

The foregoing instrument was acknowledged before me this _____ day of ______________, 2019 by __________________ as the ________________ of D.R. Horton, Inc., a Delaware corporation.
CITY OF SARATOGA SPRINGS

By:
Its:

ATTEST:

Saratoga Springs City Recorder

HIGHLAND CITY

By:
Its:

ATTEST:

Highland City Recorder
EXHIBIT A
ASSIGNMENT AND BILL OF SALE FOR LEHI IRRIGATION COMPANY SHARES
FROM HORTON TO HIGHLAND
EXHIBIT B

ASSIGNMENT AND BILL OF SALE FOR UTAH LAKE WATER SHARES
FROM HIGHLAND TO SARATOGA
EXHIBIT C
ASSIGNMENT, BILL OF SALE AND WATER RIGHT DEED FOR EAST JORDAN SHARES AND
CHANGE APPLICATION WATER RIGHT
FROM HIGHLAND TO SARATOGA
The City Council will consider a request to proceed with the construction of concrete chokers on 5500 West and authorize the City Administrator and City Clerk to execute the necessary documents to hire a contractor for a cost not to exceed $12,000. The Council will take appropriate action.

On April 18th, 2017, the City Council approved the dental office on the corner of SR-92 and 5500 West. As part of the approval stipulations, the City Council included the following pertaining to the subdivision directly north of the dental office:

2) Signage entering the subdivision specify local traffic only.
3) The road at the entrance of the subdivision be narrowed and parking prohibited.

Now that the dental office is open, staff is bringing back a design to approved for construction.

This design takes care of both stipulations pertaining to the subdivision to the north. These chokers will narrow the asphalt to the minimum required for two passing vehicles
of 22 feet. Local traffic only signs will be installed at the south end of the chockers so that northbound traffic will see the local traffic only signs. The chockers will be raised up 6” above the asphalt surface. They will be filled with stamped concrete to minimize the maintenance.

Staff has recently received three requests from residents to proceed with the project, and one request not to proceed.

Staff believes that this may create an unwanted precedent and is worried of future requests for these chockers in other parts of the city.

**FISCAL IMPACT:**
Monies for this project will come from 10-60-37 Sidewalk Repair and Maintenance. As this expenditure was not included in the current fiscal year budget funds will need to come previous years’ revenue. This will be included as part of the mid-year budget adjustments unless otherwise directed by the Council.

**RECOMMENDATION AND PROPOSED MOTION:**
Staff recommends that the City Council debate the issue and determine if staff should proceed with the project.

I move that the City Council authorize staff to proceed with the construction of the chockers on 5500 West for a cost not to exceed $12,000 and for the authorize the City Administrator and City Clerk to execute the necessary documents to hire a contractor.

I move that the City Council not proceed with the construction of the chokers on 5500 West.

**ATTACHMENTS:**
1. Plan Sheet
The City Council will consider a request to approve a construction bids with A & D Quality Construction, Inc. for the footing and foundations for the amount of $38,111.21 and Flatline Construction for the flat work for the amount of $58,735 for the construction of the salt building and authorize the Mayor or City Administrator and City Clerk to execute the necessary contract documents for the project. The Council will take appropriate action.

City Staff worked with JUB engineers to design a salt storage facility on the corner of Park Drive and SR-92. The new site/structure will over double the amount of salt that we can store and make salt deliveries much safer for vehicles and pedestrians on Park Drive.

There are five main phases to the construction of the salt storage facility (excavation/grading, footings/foundation, concrete flatwork, roof structure, and fencing). To save money and do our best to stay within budget, city staff will be acting as the project manager by bidding the phases separately. This will allow the City staff to do the excavation work as well as save the mark up profit from a general contractor.

City staff invited 4 footings/foundation contractors to bid the project. The bids are as follows:

**Footings and Foundation**
A & D Quality Construction, Inc. - $38,111.21  
Q4 Construction & Excavation - $49,800.00 Footings and Foundation ($124,500.00 total)  
Watterson Brothers – Unresponsive  
Elite Construction – Unresponsive

Q4 Construction provided a bid to the city with an overall excavation price ($39,000) and
an overall concrete bid with footings and foundation and flat work together ($124,500.00). We asked them to separate the number so that we would be able to compare prices apples to apples. Their preference was to leave it together because they wanted to be awarded the project as a whole. We used the flat work bids that we received (shown below) together with A & D’s footing and foundation bid to estimate how Q4’s bid should be divided between the two phase of footings/foundation and flat work.

**Flat work**

Flatline Construction - $58,735.00  
All Purpose Concrete, LLC - $59,410.00  
Q4 Construction & Excavation - $74,700.00  
Footings and Foundation ($124,500.00 total)

Staff believes that these contractors do good work and are committed to get the concrete work done in an acceptable time frame to utilize the new salt storage facility for the winter.

**RECOMMENDATION AND PROPOSED MOTION:**

Staff recommends that the City Council approve the construction bids with bids with A & D Quality Construction, Inc. for the footing and foundations and Flatline Construction for the flat work for the construction of the salt building and authorize the Mayor or City Administrator and City Clerk to execute the necessary contract documents for the project.

I move that the City Council approve the construction bids with A & D Quality Construction, Inc. for the footing and foundations for the amount of $38,111.21 and Flatline Construction for the flat work for the amount of $58,735.00 for the construction of the salt building and authorize the Mayor or City Administrator and City Clerk to execute the necessary contract documents for the project.

**FISCAL IMPACT:**

Funding for the slat storage building is in account GL 42-40-66. The current budget is $145,000. The authorization of these contracts would commit $96,846.12. The remaining $48,153.79 for roof structure and fencing. Costs may or may not exceed this amount. Staff will be bringing those bids back to council shortly for approval.

**ATTACHMENTS:**

1. Plan Set
SALT STORAGE BUILDING
HIGHLAND CITY CORPORATION
May 2019

BID SET

PROJECT NO. 50-18-065

JUB
J-U-B ENGINEERS, INC.

240 West Center Street, Suite 200, Orem, UT 84057
p 801 226 0393 w www.jub.com

OTHER J-U-B COMPANIES

OWNERS ACCEPTANCE
HIGHLAND CITY CERTIFIES THAT THE CITY ACCEPTS THE DRAWINGS AND ACCOMPANYING SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT.

HIGHLAND CITY
ROD MANN, MAYOR

ENGINEER'S CERTIFICATE
J-U-B ENGINEERS, INC., CERTIFIES THAT THE CORPORATION WAS EMPLOYED TO PREPARE THE DRAWINGS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT IN HIGHLAND, UTAH AND THAT THESE DRAWINGS AND ACCOMPANYING SPECIFICATIONS ARE THE INFORMATION TO BE SUBMITTED FOR APPROVAL.

J-U-B ENGINEERS, INC.
GREG J. FRIANT, P.E.
PROJECT ENGINEER

5/1/19

REUSE OF DOCUMENTS
All rights on the DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS (Documents) are reserved. J-U-B grants to CLIENT a nonexclusive, non-transferable license to use the Documents as follows:

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GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST CONTROL, AS WELL AS ANY INCIDENT WHICH MAY BE CAUSED BY THE WORK.

2. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL AND PROTECTION OF EXISTING UTILITIES AND ADJACENT PROPERTY.

3. ANY WORK DONE WITHIN A PUBLIC HIGHWAY OR WOODY FIELD SHOULD BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUTCD.

4. ALL PIPE LINES AND TANK ACCESSES MUST BE LABELLED AND MAINTAINED TO PREVENT INJURY OR DAMAGE.

5. ALL DISTANCES AND DATA SHALL BE CHECKED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL AND THE PROTECTION OF EXISTING UTILITIES.

7. SHOULD CONSTRUCTION BE HALTED DUE TO INCLEMENT WEATHER CONDITIONS, THE CONTRACTOR SHALL PROVIDE APPROPRIATE COVERAGE AND NOTIFICATION.

8. THE CONTRACTOR'S PERSONNEL, EQUIPMENT, AND OPERATIONS SHALL COMPLY WITH ALL REQUIREMENTS.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL LOCAL, STATE, AND FEDERAL PERMITS.

10. ALL WORK SHALL BE CONTAINED IN OR LIMITED TO THE CITY'S PROPERTY.

11. ALL WORK SHALL BE CONDUCTED IN OR LIMITED TO THE CITY'S PROPERTY.

12. CONTRACTOR TO PROVIDE, CONSTRUCT, MAINTAIN, AND REMOVE A TEMPORARY FENCE AROUND THE CONSTRUCTION SITE.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST CONTROL.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST CONTROL.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST CONTROL.

16. DURING CONSTRUCTION, ALL OPEN ENDS OF ALL PIPE LINES AND TANK ACCESSES SHALL BE COVERED AND SEALED AT THE END OF THE WORK DAY.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST CONTROL.

CONTACT PHONE NUMBERS

CITY OFFICES
TODD FRANK 801-226-5768
JUB OFFICE 801-756-5350

ENGINEERING OFFICE
CRAIG FRIANT 801-226-5393
TODD TRANE 801-369-4768

OTHER CONTACTS
801-226-5393
801-756-5350
435-713-9514

GENERAL INFORMATION
JUB PROJ. #:
FILE:
CHECKED BY:
LAST UPDATED:
SHEET NUMBER:

DESIGN BY:
DRAWN BY:
JUB PROJ. #:
FILE: 50-18-065_G-002_VMAP

EXISTING UTILITY

1. CONTRACTOR IS RESPONSIBLE FOR coordinated with the appropriate utility company to mark the location of existing utilities.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST CONTROL, AS WELL AS ANY INCIDENT WHICH MAY BE CAUSED BY THE WORK.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST CONTROL.

4. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST CONTROL.

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16. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST CONTROL.

17. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST CONTROL.

INSPECTION AND TESTING

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERMIT TESTING INCLUDING BUT NOT LIMITED TO CONCRETE, FLOORING, LEAK, PRESSURE, WATER, AND TELEPHONE.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERMIT TESTING INCLUDING BUT NOT LIMITED TO CONCRETE, FLOORING, LEAK, PRESSURE, WATER, AND TELEPHONE.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERMIT TESTING INCLUDING BUT NOT LIMITED TO CONCRETE, FLOORING, LEAK, PRESSURE, WATER, AND TELEPHONE.

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SURVEY CONTROL NOTES


2. THE PROJECT COORDINATES SHOWN HEREON WERE DERIVED BY HOLDING THE OBSERVED N.A.D. 83, U.S. SURVEY FOOT, STATE PLANE, UTAH CENTRAL ZONE VALUES FOR EACH CONTROL POINT AND SCALING SAID VALUES TO GROUND ABOUT POINT 0,0 USING A COMBINED GRID TO GROUND SCALE FACTOR OF 1.0002903221 (0.999709762162). A FALSE NORTHING OF -7,279,659.23445 AND A FALSE EASTING OF -1,370,067.55501 WAS THEN APPLIED. ALL DISTANCES ARE GROUND VALUES.

3. THE BASIS OF BEARINGS WAS ESTABLISHED USING THE OBSERVED N.A.D. 83 BEARING OF SOUTH 89°48'05" WEST ALONG THE LINE BETWEEN CONTROL POINT NUMBER 1 AND CONTROL POINT NUMBER 2. SAID CONTROL POINTS WERE FOUND TO BE AS SHOWN ON THEIR RESPECTIVE MONUMENT REFERENCE SHEETS ON FILE AT THE OFFICE OF THE UTAH COUNTY SURVEYOR.


5. THE CONTROL POINT COORDINATES SHOWN HEREON ARE BASED ON ACTUAL FIELD MEASUREMENTS AND SHOULD BE USED FOR ALL CONSTRUCTION PURPOSES.

POINT TABLE

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<tr>
<th>POINT</th>
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SURVEYOR'S CERTIFICATION

I, JASON D. WILLES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 376067 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I ALSO CERTIFY THAT THIS SURVEY CONTROL SHEET WAS PREPARED UNDER MY DIRECTION.

I FURTHER STATE THAT THE POINTS OF THIS SURVEY CONTROL SHEET IS TO PROVIDE THE COORDINATE DATA AND BEARING BASE THAT WAS USED FOR THE DESIGN OF THIS PROJECT. I CERTIFY THAT THE PROJECT COORDINATES AND BEARINGS SHOWN HEREON WERE DERIVED FROM OBSERVED N.A.D. 83, U.S. SURVEY FOOT, STATE PLANE, UTAH CENTRAL ZONE VALUES FOR EACH CONTROL POINT AND SCALING SAID VALUES TO GROUND ABOUT POINT 0,0 USING A COMBINED GRID TO GROUND SCALE FACTOR OF 1.0002903221 (0.999709762162). A FALSE NORTHING OF -7,279,659.23445 AND A FALSE EASTING OF -1,370,067.55501 WAS THEN APPLIED. ALL DISTANCES ARE GROUND VALUES.

I FURTHER STATE THAT THE BASIS OF BEARINGS WAS ESTABLISHED USING THE OBSERVED N.A.D. 83 BEARING OF SOUTH 89°48'05" WEST ALONG THE LINE BETWEEN CONTROL POINT NUMBER 1 AND CONTROL POINT NUMBER 2. SAID CONTROL POINTS WERE FOUND TO BE AS SHOWN ON THEIR RESPECTIVE MONUMENT REFERENCE SHEETS ON FILE AT THE OFFICE OF THE UTAH COUNTY SURVEYOR.

I CERTIFY THAT THE PROJECTCOORDINATES SHOWN HEREON ARE BASED ON ACTUAL FIELD MEASUREMENTS AND SHOULD BE USED FOR ALL CONSTRUCTION PURPOSES.


I CERTIFY THAT THE COORDINATES SHOWN HEREON WERE DERIVED BY HOLDING THE OBSERVED N.A.D. 83, U.S. SURVEY FOOT, STATE PLANE, UTAH CENTRAL ZONE VALUES FOR EACH CONTROL POINT AND SCALING SAID VALUES TO GROUND ABOUT POINT 0,0 USING A COMBINED GRID TO GROUND SCALE FACTOR OF 1.0002903221 (0.999709762162). A FALSE NORTHING OF -7,279,659.23445 AND A FALSE EASTING OF -1,370,067.55501 WAS THEN APPLIED. ALL DISTANCES ARE GROUND VALUES.

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TYPICAL SEDIMENT BASIN WALL

B1

TYPICAL JOINT SEALANT DETAIL

B2

TURNED DOWN SLAB DETAIL

B3
GENERAL

A. These general structural notes and specifications supplement the project written specifications and drawings. They shall be read in conjunction with the project written specifications and drawings. If there is a conflict between these notes and the written specifications and drawings, the notes shall govern.

B. Where terms or references conflict between this Project Notes, the Contract Documents, and applicable Codes, Standards, and Manufacturer's Specifications, the more stringent requirement shall apply, unless specifically approved in writing by the Engineer.

C. The Contractor is responsible for all concrete item locations, temporary supports, and other external work, both on and off the site, in accordance with applicable Codes, Standards, and Manufacturer's Specifications. All inspection and testing shall be performed in accordance with these notes and the project written specifications and drawings. Work is not complete until the Engineer has approved the work as complete.

D. CONCRETE MIX DESIGN. A ready-mixed concrete contractor shall be selected by the Contractor and the Engineer. The Contractor agrees to provide the Engineer with a copy of the Contractor’s loft mix design with a minimum 5% slump and 28-day compressive strength of 4000 psi and 5000 psi for all projects.

E. REINFORCEMENT. All reinforcement shall be of the same grade as specified in the project written specifications and drawings, and shall be of a grade and quality approved by the Engineer.

F. CONCRETE CURING. Concrete pads not exposed to the weather shall be covered with a suitable material to prevent drying shrinkage.

G. CONCRETE PLACEMENT. Concrete shall be placed and compacted in accordance with the project written specifications and drawings. The Contractor shall provide all necessary equipment for the placement and compaction of concrete. All concrete placed in the field shall be tested for density, slump, and air content.

H. CONCRETE Curing. Concrete shall be cured by the method specified in the project written specifications and drawings. The Contractor shall provide all necessary equipment for the curing of concrete.

I. CONCRETE QUALITY. Concrete shall be placed and compacted in accordance with the project written specifications and drawings. The Contractor shall provide all necessary equipment for the placing and compaction of concrete.

J. SPECIAL INSPECTIONS. Special Inspections per IBC Chapter 17 are required for the following:

K. OTHER. The Contractor shall be responsible for the proper installation of concrete and for the proper curing of concrete. The Contractor shall also be responsible for the proper installation of all necessary equipment for the placing and compaction of concrete.

L. THE CONTRACTOR shall be responsible for the proper installation of concrete and for the proper curing of concrete. The Contractor shall also be responsible for the proper installation of all necessary equipment for the placing and compaction of concrete.

M. THE WORK shall be performed in accordance with the project written specifications and drawings. The Contractor shall provide all necessary equipment for the placing and compaction of concrete.

N. THE WORK shall be performed in accordance with the project written specifications and drawings. The Contractor shall provide all necessary equipment for the placing and compaction of concrete.

O. THE WORK shall be performed in accordance with the project written specifications and drawings. The Contractor shall provide all necessary equipment for the placing and compaction of concrete.

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Y. THE WORK shall be performed in accordance with the project written specifications and drawings. The Contractor shall provide all necessary equipment for the placing and compaction of concrete.

Z. THE WORK shall be performed in accordance with the project written specifications and drawings. The Contractor shall provide all necessary equipment for the placing and compaction of concrete.
GENERAL STRUCTURAL NOTES CONTINUED

Section 5.3.4 and ACI 318, Chapter 8
0.2. For the top surfaces of walls, provide a "Scratched" finish per Section 5.3.4.2.a.
0.2.2. Engineering floor surfaces shall receive a "Polished" finish per Section 5.3.4.3.
0.3. Provide a finished finish for exterior surfaces and areas indicated on the plans.

10. DETAILS OF REINFORCEMENT
A. Placement of all reinforcing steel within concrete structures shall be in conformance with ACI 318.
B. Reinforcing steel hooks, links, ties, splices and other reinforcement details shall be in accordance with ACI 318, Chapter 3 and 4, and Chapter 8.
C. Spacing limits for reinforcement shall be in accordance with ACI 318.
D. Concrete protection for reinforcement: Unless noted otherwise on the drawings, all concrete protection shall be in accordance with ACI 318.
E. Concrete not exposed to weather; Concrete exposed to weather or liquid; Concrete exposed to both weather and liquid.
F. Concrete exposed to frost; Concrete exposed to weather.

11. STRUCTURAL STEEL
A. STRUCTURAL STEEL
1. Structural Steel
2. Structural Steel in Buildings
3. Structural Steel in Bridges
4. Structural Steel in Towers
B. STRUCTURAL STEEL: High Strength Bolts shall be ASTM A325, Type 1. Nuts for high strength bolts shall conform to ASTM A563, Grade A, Heavy Hex.
C. STRUCTURAL STEEL: All welds shall conform to the requirements of the AWS D1.1-02.
D. Weld Metal: For all welds, the base metal shall have a minimum yield strength of 70 ksi.
E. Non-structural steel: For all non-structural steel, the base metal shall have a minimum yield strength of 50 ksi.
F. Bolted connections: All bolted connections shall be in accordance with the AWS D1.1-02.
G. Bolts: All bolts shall be in accordance with the AWS D1.1-02.
H. Rivets: All rivets shall be in accordance with the AWS D1.1-02.
I. Welds: All welds shall be in accordance with the AWS D1.1-02.

12. PRE- MANUFACTURED METAL BUILDING
A. A pre-manufactured building shall be designed with rigid frames parallel to concrete walls along grids 1 and 2.
B. The concrete walls are not designed for lateral loads perpendicular to walls due to rigid frame loads.
C. Determine plans and calculations for review prior to fabrication.

J-U-B INC.
240 W. Center St.
Suite 200
Salt Lake City, UT 84101
Phone: 801.226.0393
Fax: 801.226.0394
www.jub.com
1. Adequate reinforcement for the anticipated floor loads with interior and exterior edge of the footings 6 inches for every 12 feet.

2. Non-rigid attachment of the slabs to foundation walls and footings to help control normal shrinkage and stress cracking, the slabs should be connected to each other by at least a 6 inches of free-draining granular material such as one inch of gravel or one inch of sand and no more than 2 inches tapping the floor slab and no particles coarser than a 1/4 inch in maximum dimension.

3. Concrete slab on grade over at least 4 inches of free-draining granular material such as one inch of gravel or one inch of sand and no more than 2 inches tapping the floor slab and no particles coarser than a 1/4 inch in maximum dimension.

4. Adequate drained gravel or sand beneath the proposed structure.

5. Pressures may be increased by 1/3 for temporary loads such as wind and snow loads. Allowable bearing pressure of 2,500 PSF. The allowable bearing pressure will be increased by 1/3 for temporary loads such as wind and snow loads.

6. Footings and foundation details on (S-502) for foundation details on (S-502) for construction and control joints in concrete walls.

7. Site soil conditions.

8. Structural fill beneath footings, the structural fill should be composed of well-graded gravelly material with no less than 25% passing the #200 sieve and no particles coarser than 1/4 inch in maximum dimension.

9. Structural fill should be properly moisture conditioned and compacted. The structural fill should be compacted to a minimum of 90% of Standard Proctor Density. A minimum consistent compaction density of 90% should be achieved at a depth of at least 9 inches at the minimum dry density as determined by Standard Proctor. The structural fill placed below footings should extend beyond the width of the footing and 9 inches deep. The structural fill placed above the footing, 6 inches high, and the structural fill placed above the footing, 9 inches high, should extend one foot more than the footing on both sides.

10. The structure will be used to store road salt, we recommend the use of a barrier of at least 6 inches of free-draining gravel, walls, and apron for the structure due to the high salt concentrations.

11. Design by: 50-18-065_S-101X_STRUCTURAL

12. Foundation Plan Notes:

- See footing and foundation details on (S-502) for footings.
- See footing and foundation details on (S-502) for reinforcement around footings.
- See footing and foundation details on (S-502) for typical construction and control joints in floor slabs.
- See footing and foundation details on (S-502) for connections to footing walls.
- See footing and foundation details on (S-502) for connections to concrete walls.

13. Construction/Control Joint: See footing and foundation details on (S-502) for construction and control joints in floor slabs.

14. Marks & Symbols Legend:

- Concrete wall: see footing and foundation details on (S-502).
- Steel bar: see footing and foundation details on (S-502).
- Control joint: see footing and foundation details on (S-502).
- Wall: see footing and foundation details on (S-502).
- Foundation details: see footing and foundation details on (S-502).

15. Existing Fill:

- Site conditions as per Standard Proctor. The structural fill should be composed of well-graded gravelly material with no less than 25% passing the #200 sieve and no particles coarser than 1/4 inch in maximum dimension.

16. Site soil conditions.

17. Structural fill beneath salt storage, pad and retention and placement of fill materials.

18. Foundation and footing plan.

19. Foundation and footing plan notes.

20. Foundation plan.

21. Foundation plan notes.
## Concrete Pier Schedule

<table>
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<tr>
<th>Pier Mark</th>
<th>Pier Size</th>
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**Concrete Pier Notes:**

1. See Foundation Plan for Pier Callouts.
2. Install (3) sets of ties at 2" O.C. at top of all piers unless otherwise noted.
3. See General Structural Notes for all other requirements.

### Anchors

1. "U" Bar at top of wall, place hore bars on outside of threaded rods where possible.
2. "D" Bar at top of wall lap with (2) "U" Bar at top of wall parallel with frame, place hore bars on outside of threaded rods.

---

### Typical Anchor Rod

See plan & schedule
**CONCRETE REINFORCING STEEL LAP SPLICE SCHEDULE**

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- **NOTE:**
  1. FOUNDATIONS SHALL BE ESTABLISHED ENTIRELY ON NATURAL GRAVEL BENCH OR UPON STRUCTURAL UNDERGROUND FILL EXTENDING TO SUBGRADE UNDISTURBED NATURAL GRAVEL BENCH.
  2. USE THIS DETAIL ONLY IF STRUCTURAL FILL IS REQUIRED.
  3. PLACE ALL MATERIAL IN LAY-ON CONSISTENT WITH CONSTRUCTION LAWS AND CONTRACT.

**REINFORCING DETAIL FOR MISCELLANEOUS OPENINGS IN CONCRETE WALLS**

**FOOTING AND FOUNDATION DETAILS**

- **NOT TO SCALE**

**PIPE PARALLEL TO FOOTING DETAIL**

**STRUCTURAL FILL DETAIL**

**PIPE PERPENDICULAR TO FOOTING DETAIL**

**CORNER REINFORCEMENT DETAIL FOR CONCRETE WALLS**

**CONCRETE REINFORCING DEVELOPMENT & SPLICE LENGTH (IN)**

<table>
<thead>
<tr>
<th>BAR LOCATION</th>
<th>BAR SIZE</th>
<th>TYPE</th>
<th>CONCRETE</th>
<th>BAR LOCATION</th>
<th>BAR SIZE</th>
<th>TYPE</th>
<th>CONCRETE</th>
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<tbody>
<tr>
<td>VERT. WALL BARS</td>
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<td>24</td>
<td>12</td>
<td>20</td>
<td>24</td>
<td>12</td>
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<tr>
<td>HORIZ. WALL BARS</td>
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<tr>
<td>FOOTING BARS</td>
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<td>12</td>
<td>20</td>
<td>24</td>
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</tr>
<tr>
<td>SLAB ON GRADE</td>
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<td>12</td>
<td>20</td>
<td>24</td>
<td>12</td>
<td>20</td>
</tr>
</tbody>
</table>

- **NOTE:**
  1. FOUNDATIONS SHALL BE ESTABLISHED ENTIRELY ON NATURAL GRAVEL BENCH OR UPON STRUCTURAL UNDERGROUND FILL EXTENDING TO SUBGRADE UNDISTURBED NATURAL GRAVEL BENCH.
  2. USE THIS DETAIL ONLY IF STRUCTURAL FILL IS REQUIRED.
  3. PLACE ALL MATERIAL IN LAY-ON CONSISTENT WITH CONSTRUCTION LAWS AND CONTRACT.

**REUSE OF DRAWINGS**

**NOTES**
A1 PIPE BOLLARD DETAIL

NOTES:
1. REFER TO OTHER DETAILS FOR ALL WALL REINFORCING REQUIREMENTS.
2. REFER TO OTHER DETAILS FOR PERMISSIBLE REINFORCING STEEL LAP SPLICE LENGTHS AND LOCATIONS.

B3 WCJ TYPICAL VERTICAL WALL CONSTRUCTION/CONTROL JOINT

NOTES:
1. REFER TO FOUNDATION PLANS & OTHER DETAILS FOR FOOTING THICKNESS, REINFORCING REQUIREMENTS, SLAB THICKNESS, FINISH ELEVATIONS, SLOPES, AND OTHER REQUIREMENTS.
2. REFER TO OTHER DETAILS FOR PERMISSIBLE REINFORCING STEEL LAP SPLICE LENGTHS AND LOCATIONS.

B4 TYPICAL FOOTING CONSTRUCTION/CONTROL JOINT

NOTE:
½" EXPANSION JOINT FILLER
BACKER ROD
IMMEDIATELY AFTER SAWCUTTING JOINTS

D1 TYPICAL WALL DETAIL

NOTE:
1/8" CHAMFER AT ALL EXPOSED CORNERS, TYP.

D3 CJ SLAB ON GRADE JOINT DETAIL

NOTE:
JOINT SEALANT SHALL BE 2 COMPONENT, NON-SAG, POLYURETHANE ELASTOMERIC SEALANT CONFORMING TO ASTM C920 AND FEDERAL SPECIFICATION TT-S-00227E

D4 JOINT SEALANT DETAIL

NOTE:
JOINT SEALANT SHALL BE 2 COMPONENT, NON-SAG, POLYURETHANE ELASTOMERIC SEALANT CONFORMING TO ASTM C920 AND FEDERAL SPECIFICATION TT-S-00227E