



**SPECIAL CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Monday, April 29, 2024
City Council Meeting 11:00 a.m.**

Notice is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a **Special City Council Meeting on Monday, April 29, 2024, beginning at 11:00 a.m.** at the Community Recreation Center, 10640 N Clubhouse Drive, Cedar Hills, Utah. This is a public meeting, and anyone is invited to attend.

COUNCIL MEETING

1. Call to Order
2. Public Comment: Time has been set aside for the public to express their ideas, concerns, and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)
3. Review/Action on a Resolution Approving an Interlocal Agreement with other Entities Currently Within the Boundaries of the Alpine School District for the Creation of a New School District

ADJOURNMENT

4. Adjourn

Posted this 27th day of April, 2024

/s/ Gretchen F. Gordon, Deputy City Recorder

- Supporting documentation for this agenda is posted on the city website at www.cedarhills.org.
- In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting.
- A Closed Session may be called to order pursuant to Utah State Code 52-4-204 & 52-4-205.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.
- This meeting may be held electronically to permit one or more of the council members or staff to participate.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH OTHER ENTITIES CURRENTLY WITHIN THE BOUNDARIES OF THE ALPINE SCHOOL DISTRICT FOR THE CREATION OF A NEW SCHOOL DISTRICT

WHEREAS, Alpine School District (the “District”) is currently considering splitting the District and creating one or more new school districts;

WHEREAS, a feasibility study was conducted by MGT Education;

WHEREAS, The City of Cedar Hills desires to cooperate with other entities currently within the boundaries of the District to obtain voter approval for the creation of a new school district;

WHEREAS, on April 29, 2024, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: a) that Cedar Hills should enter into an interlocal agreement with other entities in the Alpine School District for the creation of a new school district; and b) such action furthers the health, safety and welfare of the citizens of Cedar Hills.

NOW, THEREFORE, be it resolved by the City Council of the City of Cedar Hills:

PART I:

1. The interlocal agreement attached hereto as Exhibit “A” is hereby approved and the mayor is directed to execute the agreement and to take any and all action necessary to make it effective.

2. This resolution shall take effect immediately.

PASSED AND APPROVED this 29th day of April, 2024.

City of Cedar Hills Council

By: _____
Denise Andersen, Mayor

VOTING:

Laura Ellison	Yes	No	Absent
Mike Geddes	Yes	No	Absent
Bob Morgan	Yes	No	Absent
Erika Price	Yes	No	Absent
Kelly Smith	Yes	No	Absent

ATTEST:

Colleen A. Mulvey, MMC
City Recorder

DEPOSITED in the office of the City Recorder this 29th day of April, 2024.

INTERLOCAL AGREEMENT FOR THE CREATION OF A SCHOOL DISTRICT AMONG THE CITIES OF LEHI, CEDAR HILLS, HIGHLAND, AND ALPINE

This *Interlocal Agreement* (hereinafter “Agreement”) is entered into by and among Lehi City (hereinafter “Lehi”), the City of Cedar Hills City, (hereinafter “Cedar Hills”), Highland City (hereinafter “Highland”), and Alpine City (hereinafter “Alpine”) (each, a “Party” and collectively, the “Parties”), pursuant to the State of Utah’s Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq., and Utah Code Ann. § 53G-3-301, et seq.

This Agreement shall be binding and effective upon the completion of each of the following: (1) each Party affixing their respective signatures hereto; (2) the Agreement has been approved by each Party as contemplated by Utah Code Ann. §§ 11-13-202(2) and 11-13-202.5; and (3) the Agreement is filed with the keeper of records of each of the Parties (hereinafter “Effective Date”), as required by Utah Code Ann. § 11-13-209.

Section 1. Recitals.

1.1. WHEREAS, the Parties have determined that it would be in the public interest to cooperate to provide for the improvement and more efficient administration of the public education system for grades K-12 in the incorporated limits of each Party.

1.2. WHEREAS, pursuant to Utah Code Ann. § 53G-3-302(2)(C), in order to make such improvements, the Parties have determined to create a new school district throughout the contiguous area of the incorporated limits of each Party, which new school district boundaries will not result in any geographically isolated areas.

1.3. WHEREAS, a feasibility study was conducted by MGT Education to meet the requirements under Utah Code Ann. § 53G-3-302(2)(b)(i)(A).

1.4. WHEREAS, the combined population of the Parties exceeds the minimum required population threshold of at least 50,000, as required by Utah Code Ann. § 53G-3-302(2)(b)(i)(B).

1.5. WHEREAS, the proposed new district shall be entirely contained within the geographical areas of the Parties and shall not cross county lines.

1.6. WHEREAS, the combined population of the Parties is at least 80% of the total population of the proposed new school district, as required by Utah Code Ann. § 53G-3-302(b)(i)(D).

1.7. WHEREAS, the student population of the proposed new district exceeds 3,000 and the existing district’s student population will not be less than 3,000 because of the creation of the new school district, as required by Utah Code Ann. § 53G-3-301(3)(d).

1.8. WHEREAS, the Parties desire to cooperate in obtaining voter approval for the creation of a new school district (hereinafter “District”) pursuant to Utah Code Ann. § 53G-3-302.

1.9. WHEREAS, pursuant to Utah Code, the Parties intend to end their relationship with Alpine School District (“Alpine District”) and create the District.

Section 2. Terms of Agreement.

2.1. Pursuant to Utah Code Ann. § 53G-3-302, the Parties are entering into this Agreement to submit a proposal for voter approval to create the District. The Parties shall work together in a close and cooperative relationship to implement the establishment of the District. The Parties agree to proportionately share the respective costs and fees associated with this Agreement.

2.2. In September 2023, Alpine District began a feasibility study with MGT Education related to the reconfiguration of Alpine District. This feasibility study satisfies the requirements under Utah Code Ann. § 53G-3-302(2)(b)(i)(A) in order to allow the Parties to submit a proposal to create the District to Utah County.

2.3. The District shall run for the contiguous area of the Parties and shall incorporate all the incorporated limits of the Parties into the District, leaving the remaining boundaries of Alpine District contiguous, with no isolated portion. The District shall be entirely contained within the geographical areas of the Parties and shall not cross county lines.

2.4. Pursuant to Utah Code Ann. § 11-13-207, the Parties shall create a joint board with representation from each entity having equal voting power. All decisions regarding the acquiring, holding, and disposing of real and personal property in furtherance of this Agreement shall be made pursuant to a vote of the joint board.

2.5. The Parties intend to cooperate and work together in meeting all requirements as required by Utah Code Ann. § 53G-3-101, et seq. in the creation of the District, including but not limited to immediately filing a request with the county clerk to initiate the process to create a new school district in the form of the attached **Exhibit A**, submitting the matter for voter approval, and establishing a transition team if required by law should the creation of the District be approved. If allowed by law, the Parties shall also work together collectively to seek reimbursement of the Parties’ costs incurred in the creation of the District pursuant to Utah Code § 53G-3-302(4)(e)(iii).

Section 3. Term and Termination.

3.1. This Agreement shall commence on the Effective Date and continue indefinitely, until terminated in accordance with this Agreement, applicable law, or until the Parties agree that the purpose of this Agreement is complete.

3.2. This Agreement may be terminated by the Parties in the event that any party materially breaches its obligations under this Agreement; provided that a breaching party shall be entitled to thirty (30) days’ notice to cure the breach; if the breaching party fails to cure the breach within this period, the non-breaching parties may terminate this Agreement.

Section 4. Taxes.

Each Party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

Section 5. Liability and Indemnification.

5.1. Each Party shall be solely responsible for responding to and defending any claims which may be asserted against it which occur prior to the formation of the District. Consequently, to the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Parties against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including (but not limited to) attorneys' fees, arising out of or resulting upon the indemnifying Party's responsibilities under this Agreement. However, the provisions of this Section 5.1. shall not be applicable to an indemnified Party if any claim of liability is the result of some negligent, grossly negligent, intentional, or unethical act or inaction attributable to such Party. After the formation of the District and expiration of any appeal, referendum, or challenge periods, this Section shall terminate and the District shall be responsible for its own liability including any and all claims and actions against it.

5.2. Nothing in this Agreement, nor the performance hereof, shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which any Party or its employees, officers and directors may assert under State or federal law, including but not limited to The Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq.* All claims against any Party or its employees, officers and directors are subject to the provisions of the aforementioned Act, which controls all procedures and limitations in connection with any claim of liability.

Section 6. Representations and Warranties.

Each Party represents that its signatory has the authority to bind the Party to this Agreement.

Section 7. Confidentiality.

The Parties acknowledge and agree that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.*, as the same may be amended from time to time.

Section 8. Recitals and Exhibits.

8.1. The introduction, as well as the recitals set forth in Section 1.0., are hereby incorporated into this Agreement by this reference.

8.2. Likewise, any exhibit referenced in this Agreement, or attached hereto, is incorporated into this Agreement by this reference.

Section 9. Notice.

9.1. If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To Lehi City:

Attn: _____

To the City of Cedar Hills:

Attn: _____

To the City of Highland:

Attn: _____

To the City of Alpine:

Attn: _____

9.1.1. The designation of a contact individual or address may be changed by providing written notice to the Parties in the same manner contemplated by this Section 9. Such a change in designation shall not be subject to Section 13.

9.2. If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third calendar day thereafter.

Section 10. Attorney's Fees and Costs.

10. Each Party shall bear its own attorney's fees and costs incurred in connection with the execution and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorney's fees, legal costs, and other collection fees and costs incurred by the prevailing Party in connection with the suit, both before and after judgment, in addition to any other relief to which such Party may be entitled.

Section 11. Further Assurances.

The Parties mutually agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

Section 12. Time.

Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein, including (but not limited to) the provisions contemplated in Section 2.

Section 13. Amendments.

13.1. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by each Party.

13.2. Other entities may become parties to this Agreement, by executing an Addendum to this Agreement. In order for an entity to be added to this Agreement by Addendum, the

Addendum must be approved by resolution of the governing body of the entity to be added and the Addendum must be reviewed for proper form and compliance with applicable law by the attorney for the entity to be added. Prior to becoming effective, this Agreement and any Addendum shall be filed with the official keeper of records of the entity being added to this Agreement.

Section 14. Waivers.

No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

Section 15. Drafting and Voluntary Execution.

15.1. The drafting and negotiation of this Agreement have been accomplished collectively by each Party, and for all purposes this Agreement shall be deemed to have been drafted jointly by each such Party. The Parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof.

15.2. The Parties have been afforded the opportunity to negotiate as to any and all terms of this Agreement, and each Party is executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The Parties further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their affiliates and agents, as well as any other representative or consultant, as to the extent and effect of the terms and conditions contained herein without any reliance upon any statement or representation of any other Party or any officer, director, employee, agent, servant, adjustor, or attorney on acting on behalf of any other Party.

15.3. The headings in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained herein.

Section 16. Severability.

If any provision of this Agreement is determined by a court of proper jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

Section 17. Third-Party Beneficiaries.

This Agreement is not intended to create any rights or benefits (whether intended or incidental) for any third party. Only the named Parties hereto may enforce the terms and conditions of this Agreement.

Section 18. Entire Agreement.

All agreements, covenants, representations and warranties – express or implied, oral or written – of the Parties concerning the subject matter hereof are contained solely in this Agreement. No other agreements, covenants, representations, or warranties – express or implied, oral or written – have been made by any Party to any other Party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged herein. This is an integrated agreement. This Agreement may be executed in identical duplicate originals, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

WHEREFORE, Lehi, Cedar Hills, Highland, and Alpine voluntarily enter into this Agreement, as evidenced by affixing their respective signatures below.

Lehi City:

By:
Its:

Dated: _____

Attest:

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

City of Cedar Hills:

By:
Its:

Dated: _____

Attest:

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

Highland City:

By:
Its:

Dated: _____

Attest:

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

Alpine City:

By:
Its:

Dated: _____

Attest:

_____, City Recorder

Dated: _____

Reviewed and approved as to
proper form and compliance
with applicable law:

_____, City Attorney

EXHIBIT A

Request to Initiate the Process to Create a New School District

DRAFT