



HIGHLAND CITY

HIGHLAND CITY COUNCIL AGENDA

TUESDAY, MAY 21, 2024

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

VIRTUAL PARTICIPATION

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

 Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Scott L. Smith

Pledge of Allegiance: Council Member Ron Campbell

1. UNSCHEDULED PUBLIC APPEARANCES

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

2. CONSENT ITEMS

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

a. Approval of Meeting Minutes *General City Management*

Stephannie Cottle, City Recorder

April 29, 2024 and April 30, 2024

3. EXPEDITED ITEMS

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

a. ORDINANCE: Adjustments to Park Hours *Municipal Code Update (Legislative)*

Rob Patterson, City Attorney

The Council will consider a proposed amendment to the municipal code related to park operating hours.

b. ORDINANCE: Campaign Finance Regulations *Municipal Code Update (Legislative)*

Rob Patterson, City Attorney

The City Council will consider a proposed amendment to the municipal code related to candidates for election and campaign finances.

c. ACTION: School District Reorganization Interlocal Board Member Appointment *General City Management*

Kurt Ostler, Mayor

The City Council will consider appointing City Administrator Erin Wells as the City's representative to the board administering the interlocal agreement related to the creation of a new school district with Alpine, American Fork, Cedar Hills, Draper, and Lehi.

4. DISCUSSION ITEMS

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

- a. **Alpine Highway Fence Replacement Program** *General City Management*
Rob Patterson, City Attorney/Planning & Zoning Administrator
The Council will discuss options for a grant/reimbursement program for the Alpine Highway fence.
- b. **Personnel Policy FMLA Updates** *General City Management*
Jess Andra
The City Council will consider and discuss proposed amendments to the City's personnel policies related to FMLA and similar federal laws.
- c. **Conditional Use Permit Code Requirements** *Development Code Update (Legislative)*
Ron Campbell, Council Member, Rob Patterson, City Attorney
The City Council will discuss current conditional use permit regulations and procedures and identify any desired changes.

5. COMMUNICATION ITEMS

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

- a. **Police Data Report** *Brian Gwilliam, Police Chief*
- b. **Update on Traffic Calming Toolbox Implementation** *Andy Spencer, City Engineer/Public Works Director*
- c. **School District Boundary Reorganization Update** *Rob Patterson, City Attorney*
- d. **Short Term Rental Owner Occupancy Code** *Kim Rodela, Council Member, Rob Patterson, City Attorney*
- e. **Accessory Structures Restrictions and Ridgeview PD** *Scott Smith, Council Member, Rob Patterson, City Attorney*
- f. **Right of Way Driveway Connections** *Andy Spencer, City Engineer/Public Works Director*
- g. **Council Policies and Procedures & Annual Conflict of Interest Statements** *Erin Wells, City Administrator*

6. CLOSED SESSION

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

ADJOURNMENT

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

ELECTRONIC PARTICIPATION

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

CERTIFICATE OF POSTING

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

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

Posted and dated this agenda on the 16th day of May, 2024

Stephannie Cottle, CMC, City Recorder

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



HIGHLAND CITY COUNCIL SPECIAL MEETING
Monday, April 29, 2024
Highland City Council Chambers,
5400 West Civic Center Drive, Highland Utah 84003
Waiting Formal Approval

8:00 PM SPECIAL MEETING

Call to Order – Mayor Kurt Ostler

Invocation - Scott Smith

Pledge of Allegiance - Ron Campbell

The meeting was called to order by Mayor Kurt Ostler as a special meeting at 8:03 pm. The meeting agenda was posted on the Utah State Public Meeting Website at least 24 hours prior to the meeting. The prayer was offered by Council Member Scott Smith and those in attendance were led in the Pledge of Allegiance by Council Member Ron Campbell.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS: Brittney P. Bills – present
Ron Campbell – present
Doug Cortney – present
Kim Rodela – present
Scott L. Smith – present

CITY STAFF PRESENT: City Administrator Erin Wells, City Attorney/Planning & Zoning Administrator Rob Patterson, Planning Commissioner Secretary Heather White

OTHERS PRESENT: Jon Hart, Sandi Howe, Lowell Nelson, Rachelle Smith, Liz Rice, Wesley Warren, Dustin Topham

1. ALPINE SCHOOL DISTRICT RECONFIGURATION PRESENTATION

The City Council will hear a report regarding the feasibility of a potential reconfiguration of Alpine School District.

Mayor Ostler summarized the process that must be followed in order for a School District to change their boundaries; he invited Council Member Bills, who is the Council's liaison to the District, to provide a presentation regarding the matter.

Council Member Bills explained that tonight is the beginning of the discussion about the potential reconfiguration of the Alpine School District's boundaries; she emphasized that the City Council is not unhappy with the District, and she has personally had a very positive experience with the District, and she taught for the District for five years. She stated that she wants to discuss what is best for Highland. She then stated the District began a study a few months ago regarding District reconfiguration; their study team came up with six recommendations for possible reconfiguration and she presented each of the six options:

Option 1 – One District

- Orem, Vineyard, Lindon, Pleasant Grove, Alpine, Cedar Hills, Highland, Draper, American Fork, Lehi, Cedar Fort, Fairfield, Eagle Mountain, Saratoga Springs

Option 2 – Two Districts

- East: Orem, Vineyard, Lindon, Pleasant Grove, Alpine, Cedar Hills, Highland, Draper, American Fork
- West: Cedar Fort, Fairfield, Eagle Mountain, Saratoga Springs, Lehi

Option 3 – Two Districts

- East: Orem, Vineyard, Lindon, Pleasant Grove, Alpine, Cedar Hills, Highland, Draper, American Fork, Lehi
- West: Cedar Fort, Fairfield, Eagle Mountain, Saratoga Springs

Option 4 – Three Districts

- East: Orem, Vineyard, Lindon, Pleasant Grove
- West: Cedar Fort, Fairfield, Eagle Mountain, Saratoga Springs
- Central: Lehi, Alpine, Highland, Draper, American Fork, Cedar Hills

Option 5 - Three Districts

- East: Orem, Vineyard, Lindon,
- West: Cedar Fort, Fairfield, Eagle Mountain, Saratoga Springs
- Central: Lehi, Pleasant Grove, Alpine, Highland, Draper, American Fork, Cedar Hills

Option 6 - Three Districts

- East: Alpine, Highland, Draper, American Fork, Cedar Hills, Orem, Vineyard, Lindon, Pleasant Grove
- West: Cedar Fort, Fairfield, Eagle Mountain, Saratoga Springs
- Central: Lehi

The School Board met last week and narrowed the six options down to two: options, three and four. The Highland Council has decided to be an active participant in the discussion of these two options, which includes development of an interlocal agreement that will govern the reconfiguration and creation of a new 'west' District. The Council wants to preserve local control and as many options as possible for residents with school-aged children. Representation is important and anyone elected to serve as a School Board Member must understand the needs of Highland and what makes it unique and different from other cities. If the Council chooses not to pursue an interlocal agreement, the decisions regarding the future of the District will be left to other entities to decide and the Council does not want others making decisions for Highland. The interlocal agreement route also preserves the City's ability to allow more public input than would otherwise be available if the District and other communities are allowed to decide for Highland. She prefers option four for many reasons, but the greatest reason is that it provides for greater cooperation and representation locally. She concluded by discussing the possible timeline for continued study of the matter and negotiations of the interlocal agreement; there will be 12 public hearings held regarding the matter over the next 45 days, and a public vote can be held this November. If the measure passes, a new School Board would be created in June of 2025.

Mayor Ostler then invited public comment.

Lowell Nelson stated that in the past, the legislature and school boards have decided school district boundaries and he asked what has changed and why this process is different. Council Member Bills stated this has actually been an option for long time; State legislation allows cities to enter into interlocal agreements to create a new district. There is also new legislation that will go into effect May 1, 2024 that will make the process easier and provides more opportunities for public input. Mayor Ostler added that only the citizens living in the cities that have entered into an interlocal agreement with one another will be able to vote on the matter. Mr. Nelson stated that he welcomes this development because he feels the Alpine School District is currently way too large and splitting it into multiple districts – perhaps three – is great and will give parents a greater say in what is happening in the district responsible for educating their children.

Dustin Topham stated that he has lived in Highland since 2012 and has taught in the District for two decades, currently teaching at Lone Peak High School. He is grateful that cities have gotten involved in this issue as there has been some murkiness since the COVID-19 pandemic relative to education. He is thrilled Highland is representing itself in a stronger way. He does hope that people will consider the impact of creating smaller districts will have on high school administrators, in terms of networking opportunities and salaries. He has heard that the State of Utah wanted Alpine School District to be smaller, but he has not heard the reasoning why.

Liz Rice stated she is a former teacher, and she has always felt the Alpine School District was well-run. She stated that she believes that this issue was first raised by Orem City, and now it cannot be stopped. She worries about the impact the split will have on students and she likened the district divide to a divorce in that it will have a financial impact on administrators, teachers, and students. However, she is not opposed to the reconfiguration, but it is important to focus on balance for the schools that will be included in the newly created district.

Briana Hew stated she is a Highland resident and a teacher; there are creative solutions that have been considered in order to make sure that the teachers are taken care of in terms of their compensation and benefits. The new School Board will need to address those issues. She stated it is important to emphasize that most employees are not dissatisfied with the Alpine School District and the reconfiguration is not based on any discontent. The most important goal should be allowing students and educators to thrive.

Wesley Warren stated he has a friend who is a superintendent of a large school district in Utah and 20 years ago they went through a large split. He has commented that those involved in the reconfiguration of the Alpine School District seem to be handling the matter with grace. He was intrigued by the interlocal agreement option, but expressed concern about the students who will be impacted. He feels the most important thing for all involved to consider is taking care of administrators and teachers, since they have the largest impact on students. He thanked Council Member Bills and the entire Council for being proactive.

Rachelle Smith stated she is the President of the Parent-Teachers Association at Ridgeline, and she has attended the School Board meetings where this issue has been discussed. She stated she is not opposed to what has been proposed tonight, but asked for reasoning behind the support for three districts rather than two. She also agreed with the previous comments about the need to support administrators and teachers in this process.

There were no additional persons appearing to be heard; Mayor Ostler closed the public comment period.

Council Member Rodela inquired as to the action that must be taken to place an initiative on the ballot. City Attorney Patterson stated that once the partner cities have negotiated the interlocal agreement, their respective governing bodies must vote to place the matter on the ballot and the initiative can pass with majority vote of the residents. Theoretically, Highland residents could vote in opposition to the initiative, but if all other cities' residents vote in favor, the measure would pass.

Mayor Ostler presented a map and identified the cities that are interested in participating in negotiation of an interlocal agreement; if the residents from that collective area vote in support of the initiative, the district would be created. If the initiative does not pass, the default will be option three.

The Mayor and Council then engaged in philosophical discussion about the implications of the district reconfiguration; each of them voiced their support for option four and providing their own reasoning for why they have reached that conclusion.

2. RESOLUTION: SCHOOL DISTRICT CREATION INTERLOCAL AGREEMENT

The City Council will consider approving a resolution directing the Mayor and staff to negotiate and execute an interlocal agreement with entities within the current boundaries of the Alpine School District for the creation of one or more new school districts.

Council Member Brittney P. Bills MOVED that the City Council approve the resolution directing the mayor and city staff to negotiate and execute an Interlocal and Cooperation Agreement between Alpine City, American Fork City, City of Cedar Hills, Draper City, Highland City, and Lehi City, and to submit a request to the Utah County Clerk for the creation of a new school district.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

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

The motion carried 5:0

Mayor Ostler then noted that all five cities that are involved in this matter have voted unanimously to pursue the interlocal agreement; he stated he is pleased that all cities are invested and in agreement on this matter .

ADJOURNMENT

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

The meeting was adjourned at 8:55 pm.

I, Heather White, Planning Commission Secretary, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on April 29, 2024. The document constitutes the official minutes for the Highland City Council Meeting.



HIGHLAND CITY COUNCIL WORK SESSION
Monday, April 30, 2024
Highland City Council Chambers,
5400 West Civic Center Drive, Highland Utah 84003
Waiting Formal Approval

7:00 PM WORK SESSION

Call to Order – Mayor Kurt Ostler

Invocation: Council Member Doug Cortney

Pledge of Allegiance: Mayor Kurt Ostler

The meeting was called to order by Mayor Kurt Ostler as a work session at 7:08 pm. The meeting agenda was posted on the Utah State Public Meeting Website at least 24 hours prior to the meeting.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS: Brittney P. Bills – present
Ron Campbell – present
Doug Cortney – present
Kim Rodela – present
Scott L. Smith – present

CITY STAFF PRESENT: City Administrator Erin Wells, City Engineer/Public Works Director Andy Spencer, Planning Commission Secretary Heather White, Finance Director David Mortensen

OTHERS PRESENT: Jon Hart, Liz Rice

1. FY2025 BUDGET

The City Council will discuss the Highland City FY2025 budget. No formal action will be taken. Finance Director Mortensen used the aid of a PowerPoint presentation to present the tentative Fiscal Year (FY) 2024-2025 budget; he presented a spreadsheet providing a summary of all funds in the budget and he highlighted the use of fund balance and estimated ending fund balance if the proposed revenues and expenditures are accepted as proposed. He also provided a chart illustrating the breakdown of General Fund revenues and expenditures. He then discussed changes to the budget document since the Council's last review of it on March 19, 2024:

- Sales Tax Projection Increased – \$30,000
- Interest Revenue Adjusted
 - -\$95,000 in Parks Capital Fund, -\$25,000 in Transportation Fund
- Wages for URS Tier II Employees Increased – \$12,631
- Administrator Allocations Adjusted
 - No increase, just shifted to different funds.
- Community Events & Code Compliance Adjusted
 - Events wages increased \$7,000 and Code Compliance hours increased \$8,269.
- Medical and Life Ins. Benefit Adjusted – -\$33,324

- Replaced the 10% placeholder with 4.65% increase (actual bid from a new provider).
- Training Software Added in Human Resources – \$3,000
- Appeal Authority Budget Moved to Building & Development Fund - \$3,500
- Yard of the Month Banner Added - \$1,000
- Lone Peak Public Safety Costs Decreased
 - Admin -\$335, Police -\$71,123, Fire -\$78,351
- General Plan Increased - \$10,000
- Canterbury Trail Budget Added - \$60,000
- Most of Road Fee Study Budget Moved to Road Fee Projects - \$115,000

Mayor Ostler asked for a brief explanation of the increased URS costs. Mr. Mortensen indicated that URS contribution rates have increased, but the City is only allowed to pay a certain percentage for non-sworn employees. City Administrator Wells indicated that some cities have considered increasing employee wages to offset the amount they will be required to pay for URS contributions, given that the City is only allowed to pay a certain amount. There was also a brief discussion about medical benefits offered to City employees and the portion of the costs of those benefits that the City covers.

Mr. Mortensen then stated potential changes still to come include:

- Sewer Fees as a Result of the Recent TSSD Increase
 - Staff has projected expected increases to revenue and expenditures
 - An update to the rate study is underway
- Certified Property Tax Rate
- Wage Study and Market Adjustments
 - 5% increase currently built into budget
- Election – Potential School District Changes
 - Currently budgeted, but could be removed if there will be no election.

The Mayor and Council engaged in discussion with staff regarding the methods that are being used to perform a market study and to determine the wage increases that are being recommended for employees; increases are performance related and not all employees will receive a five percent increase. Council Member Cortney stated that he is willing to consider an additional one-percent increase for top performers and in order to be competitive with the wages that have been approved for Fire and Police Departments. This led to philosophical discussion and debate of whether the City should provide merit and market adjustments to City employees; Ms. Wells stated she feels it is absolutely necessary to provide market adjustments in order to remain competitive with other government entities. However, she feels that a merit adjustment is also valuable for top performers. Council Member Campbell stated that it is important to define appropriate and measurable objectives in order to implement a merit system; if it is done incorrectly, a merit system can do more harm than good for an organization. Ms. Wells agreed.

Items for continued Council discussion/decision include:

- Alpine Highway Fence – Agenda Item May 7
- Legislative Consultant Contract – Currently in Culinary Budget
- Use of Net Revenue/Fund Balance
 - Power Conduits for Lights at Mountain Ridge Park - \$100,000
 - Maintenance Building at Mountain Ridge Park - \$200,000
 - Highland Blvd Matching Increase to Full Match - \$450,000
 - Emergency Manager/Storm Drain Employee - \$105,000
 - More Funding for Traffic Calming Toolbox

The Council and Mayor discussed the Legislative Consultant Contract and whether to continue that contract in the next budget year; Council Member Rodela argued that the City can manage its own grant writing or pursue other options; the consultant that was hired was not as successful as in years past because grant funds and

programs were reduced across the board. Council Member Smith stated he is open to considering a continuance of the contract and is awaiting the outcome of pending grant applications the consultant has managed.

There was then discussion of the timing of the maintenance building at Mountain Ridge Park; City Engineer/Public Works Director Spencer stated that staff is open to considering phasing of the project based upon final decisions made by the Council, but the maintenance building is critical to special events that are held or staged at the park or nearby.

Several options regarding use of General Fund balance have been considered and Mr. Mortensen discussed the impact each option would have on the City's reserve funding:

- \$0 Fund Balance Use – Estimated \$5,522,265 (43.3%)
- \$440,000 Fund Balance Use – Estimated \$5,082,265 (39.8%)
 - This is the amount currently proposed in the tentative budget
- \$890,000 Fund Balance Use – Estimated \$4,632,265 (36.3%)
- \$1,090,000 Fund Balance Use – Estimated \$4,432,265 (34.7%)
- \$1,340,000 Fund Balance Use – Estimated \$4,182,265 (32.8%)

Mr. Mortensen concluded by discussing the budget calendar, noting that final budget option is scheduled to occur during the Council's June 18 meeting. Related budget items to be acted upon during the June 18 meeting include:

- Public Hearing for Fiscal Year 2024-2025 Enterprise Fund Transfers
- Public Hearing for Fiscal Year 2024-2025 City Officer Compensation Changes
- Adoption of Final Highland City Fiscal Year 2024-2025 Budget
- Adoption of Certified Tax Rate for Fiscal Year 2024-2025
- Adoption of Consolidated Fee Schedule for Fiscal Year 2024-2025
- Adoption of Final Budget Adjustments for Fiscal Year 2023-2024 Budget

Council Member Smith complimented Mr. Mortensen on his presentation and improvement of the budget format; it is the best and most transparent budget document he has seen in his time as a Council Member. He thanked Ms. Wells for her efforts to improve the budget document as well.

Mayor Ostler facilitated discussion among the Council about the matters they would like to focus on in the upcoming budget open house meetings. He and Mr. Mortensen also solicited feedback regarding their budget priorities and any recommended changes to the budget; this included a focus on the maintenance facility at Mountain Ridge Park; traffic calming projects (including opportunities for addressing on-street parking near Long Peak High School); conduits for lights and security equipment at Mountain Ridge Park; an Emergency Manager position; and various park amenities. Ms. Wells and Mr. Mortensen indicated they will use the feedback provided to further adjust the budget document and to prepare the presentation for the upcoming budget open house. Outstanding items for which a decision was not made will be added to future agendas for continued discussion and action.

ADJOURNMENT

Council Member Kim Rodela MOVED to adjourn the meeting. Council Member Scott Smith SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 9:12 PM.

I, Heather White, Planning Commission Secretary, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on April 30, 2024. The document constitutes the official minutes for the Highland City Council Meeting.



CITY COUNCIL AGENDA REPORT

ITEM #3a

DATE: May 21, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney
SUBJECT: Adjustments to Park Hours
TYPE: Municipal Code Update (Legislative)

PURPOSE:

The Council will consider a proposed amendment to the municipal code related to park operating hours.

STAFF RECOMMENDATION:

Staff recommends that the City Council ADOPT the proposed ordinance.

PRIOR COUNCIL DIRECTION:

On May 7, 2024, the City Council discussed various methods to help protect park property (particularly Mountain Ridge Park), discourage vandalism and misuse of park property, and reduce the impact of noise and park activities on adjacent residents. Among other things, the Council directed staff to adjust the park hours of operation for all parks other than Highland Glen to 5:00 am to 10:00 pm, with sports activities not beginning earlier than 6:00 am.

BACKGROUND:

Highland City municipal code 12.24.010 establishes park and cemetery hours of operation. Currently, for the cemetery and all parks except Highland Glen, those hours are 5:00 am to 11:00 pm, with Highland Glen operating from dawn to dusk. The proposed code amendment accomplishes the following:

- Establishes general cemetery and park operating hours to be from 5:00 am to 10:00 pm (one hour earlier in the evening), with no sport practice, games, training, or play--such as pickleball or organized field usage--beginning earlier than 6:00 am (one hour later in the morning).
- Leaves Highland Glen's operating hours from dawn to dusk.
- Clarifies that operating hours do not apply to city uses and maintenance
- Clarifies that parking vehicles at parks, trails, and the cemetery is not permitted after 10:30 pm, to allow people time to leave after the parks close at 10:00 pm.
- Relocates the penalty language regarding curfew violations to the curfew section of the City code

FISCAL IMPACT:

No anticipated fiscal impact.

MOTION:

I move that the City Council ADOPT the ordinance amending curfew enforcement and park hours and

operations.

ATTACHMENTS:

1. Ordinance: Park Hours Amendment

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING HIGHLAND CITY MUNICIPAL CODE
REGULATING CURFEW AND PARK AND CEMETERY HOURS OF OPERATION**

WHEREAS, Highland City is authorized to adopt rules and regulations to protect and regulate the use of public spaces and areas, including parks, trails, and cemeteries;

WHEREAS, the Highland City Council desires to modify the hours of operation for park and cemetery usage to improve the safety and security of public property and reduce noise and other impacts to adjacent residents from the use of public space;

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

SECTION 1. Section 9.12.070 of the Highland Municipal Code is amended as follows:

9.12.070 Enforcement

- A. Any minor who is in violation of the provisions of this chapter is subject to arrest and citation.
- B. Upon arrest, the minor shall be returned to the custody of the parent, guardian or other person charged with the care and custody of the minor.
- C. It is unlawful for any parent, guardian or other person charged with the care and custody of a minor who is in violation of this chapter to knowingly refuse to appear and take custody of said minor within a reasonable time after being ordered to do so by a peace officer.
- ~~C.D.~~ A curfew violation is punishable as an Infraction for a first offense, and a class "C" misdemeanor for a subsequent offense.

SECTION 2. Section 12.24.010 of the Highland Municipal Code is amended as follows:

12.24.010 Hours Of Public Use For City Parks And Cemetery

Hours of public use of city parks and cemetery are established as follows:

- ~~A.~~ Highland City parks and cemetery shall be open -available- to the use of the public at all hours after five a.m. in the morning and before eleven p.m. each evening at the following hours:

1. The cemetery and all parks except Highland Glen Park: From 5:00 am to 10:00 pm, provided that use of fields or athletic courts for sport practice, training, competition, or play shall not begin earlier than 6:00 am.

2. , except Highland Glen Park; , which hours will be fFrom dawn until dusk.

A.B. _____ ~~This~~ These time restrictions ~~does~~ not apply to parks designated as campgrounds, ~~or to~~ cemetery burials, or to City operations, uses, and maintenance.

B.C. _____ The hours of operation may be extended only for special events with the prior approval of the Highland City Council.

C.D. _____ No parking shall be permitted in the parking lots for the city's parks, ~~or trails, or cemetery~~ past 10:30 pm-eurfew.

D.E. _____ A ~~eurfew~~ violation of this section is punishable as an Infraction for a first offense, and a class "C" misdemeanor for a subsequent offense.

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

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

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

Mayor

ATTESTED:

City Recorder

COUNCILMEMBER

YES

NO

Brittney P. Bills

Ron Campbell

Doug Cortney

Kim Rodela

Scott L. Smith



CITY COUNCIL AGENDA REPORT

ITEM #3b

DATE: May 21, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney
SUBJECT: Campaign Finance Regulations
TYPE: Municipal Code Update (Legislative)

PURPOSE:

The City Council will consider a proposed amendment to the municipal code related to candidates for election and campaign finances.

STAFF RECOMMENDATION:

Staff recommends that the City Council ADOPT the proposed regulations.

PRIOR COUNCIL DIRECTION:

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

BACKGROUND:

Utah State law specifically authorizes cities to adopt regulations related to campaign finance disclosures and conflicts of interest. Utah State law also generally allows municipalities to adopt regulations that promote and protect the general welfare. In accordance with these authorizations, and based on Council's direction, staff have prepared a draft ordinance regulating candidates and campaign finances related to municipal elected office. These regulations accomplish the following:

- Require candidates for office to adhere to the same conflict of interest standards as elected city officials, though filing conflict of interest disclosures is currently optional
- Prohibit any donations from any person or entity who has a land use or code amendment application that was filed or was pending approval within the same calendar year of the election
- Allows candidates to correct prohibited donations by refunding them or paying them to the City after receiving notice
- Imposes an infraction penalty and fine for candidates that fail to correct a prohibited donation, with a second infraction within a year also disqualifying the candidate from election

By way of additional background, several Utah cities have adopted requirements related to increased financial disclosures or have imposed maximum contribution limits for anonymous contributions, cash donations, and non-cash donations, though staff did not find limits specific to on-going developments and similar activities. The Utah State Legislature also has laws prohibiting donations to legislators while

they are convened in session.

FISCAL IMPACT:

No anticipated fiscal impact.

MOTION:

I move that City Council ADOPT the ordinance regulating municipal election candidates' standards of conduct and campaign finances.

ATTACHMENTS:

1. Ordinance - Campaign Finance Regulations

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING HIGHLAND CITY MUNICIPAL CODE
REGULATING MUNICIPAL ELECTION CANDIDATES' STANDARDS OF
CONDUCT AND CAMPAIGN FINANCES**

WHEREAS, Highland City is authorized to adopt rules and regulations regarding campaign finances, candidate conflict of interest standards, and other measures related to municipal elections and candidates;

WHEREAS, the Highland City Council finds that there is a compelling government interest in ensuring that all candidates seeking election to municipal office adhere to the standards of conduct expected of elected officers, including all conflict of interest requirements and the avoidance of gifts and payments that may improperly influence the candidate to depart from the faithful and impartial discharge of public duties or that may reward or induce official action;

WHEREAS, the Highland City Council finds that requiring candidates to comply with elected officials' standards of conduct and to avoid receiving in-kind or monetary donations from persons who have recently sought or are actively seeking City approval for private activity or development is narrowly tailored to accomplishing the government interests set forth above;

WHEREAS, the Highland City Council finds that it will protect the public welfare and enhance the quality and integrity of municipal elections adopt the regulations set forth herein.

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

SECTION 1. Title 2, Chapter 12 of the Highland Municipal Code is amended as follows:

Chapter 2.12.250 Candidates for Mayoral and Council Office

A. Definitions: "Candidate," "contribution," "in-kind contribution," and related terms shall have the meanings set forth in Title 10, Chapter 3, Section 208 and Section 209 of the Utah Code, as amended.

B. Conflicts of Interest.

1. Except as provided herein, all candidates shall adhere to the standards of conduct set forth in Section 2.04.070 upon the filing of their declaration of candidacy until they withdraw their candidacy, are disqualified, are eliminated during a primary or general municipal election, or take office after being elected.
2. Candidates may but are not required to file disclosures related to conflicts of interest. Such disclosures may be filed in conjunction with campaign finance statements.

C. Certain Contributions Prohibited.

1. Candidates shall not accept contributions or in-kind contributions from any person or entity who has filed or is otherwise seeking approval of an application with Highland City for a subdivision, conditional use permit, municipal or development code amendment, rezone or zoning map amendment, planned development, or annexation, if such application was filed or was pending approval in the same calendar year as the deadline for declaration of candidacy.
2. Within 10 business days after being notified that a contribution or in-kind contribution violates this section, candidates and officeholders shall correct the violation through the following methods:
 - a. Return the contribution to the donor or reimburse the donor the value of the in-kind contribution; or
 - b. Disburse the contribution or an amount equal to the value of the in-kind contribution to Highland City.
3. Contributions in violation of this section that are received and corrected shall be reported in the candidate's or officeholder's campaign finance statements as required by governing law.

D. Enforcement and Penalty

1. The city's election official shall notify each candidate at the time the candidate files a declaration of candidacy and at other times required by governing law of the restrictions, requirements, and penalties of this section.
2. Upon discovery of a contribution that violates this section, the city's election official or the city attorney shall notify the candidate of the violation, the methods of correcting the violation, and the deadline for correction.
3. Additional time to correct a contribution violation may be approved by the city's election official if the candidate requests additional time and demonstrates good cause for why the candidate cannot correct the violation within the normal time period.
4. If the candidate fails to correct a contribution violation as required herein, the candidate shall be guilty of an infraction, shall pay a fine equal to \$750 or 50% of the amount of the contribution, whichever is less, and shall be required to return, reimburse, or disburse the contribution as set forth in this section.
5. If a candidate is convicted of two violations of this section within one calendar year, the candidate shall be disqualified as a candidate for election in addition to other penalties.

SECTION 2. This ordinance shall take effect immediately upon its adoption and publication, as required by law.

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

Mayor

ATTESTED:

City Recorder

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



CITY COUNCIL AGENDA REPORT

ITEM #3c

DATE: May 21, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Kurt Ostler, Mayor
SUBJECT: School District Reorganization Interlocal Board Member Appointment
TYPE: General City Management

PURPOSE:

The City Council will consider appointing City Administrator Erin Wells as the City's representative to the board administering the interlocal agreement related to the creation of a new school district with Alpine, American Fork, Cedar Hills, Draper, and Lehi.

STAFF RECOMMENDATION:

Staff recommends that the Council APPROVE the appointment of City Administrator Erin Wells as the School District Creation Board representative.

PRIOR COUNCIL DIRECTION:

On April 29, 2024, the City Council approved the execution of an interlocal agreement with Alpine, American Fork, Cedar Hills, Draper, and Lehi to begin the process of allowing for the creation of a new school district within the respective cities. Section 2.4 of that agreement provides, "the Parties shall create a joint board with representation from each Party 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." Accordingly, the Council needs to appoint a representative to serve on this board.

BACKGROUND:

The school district interlocal agreement requires that each city appoint a representative to serve on the board that will administer the interlocal agreement. The cities recently informally discussed the makeup of this board and agreed to have each city's manager/administrator be the representative. The goal was to form a board that can quickly communicate, collaborate, and make scheduling and implementation decisions while also being responsive to the cities' respective councils. Accordingly, staff recommends that the Council appoint City Administrator Erin Wells to serve as Highland City's representative on this board.

FISCAL IMPACT:

No anticipated fiscal impact.

MOTION:

I move that City Council APPROVE the appointment of City Administrator Erin Wells as the School District Creation Board representative

ATTACHMENTS:

1. New School District Interlocal Final

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

This *Interlocal Agreement* (hereinafter "Agreement") is entered into by and among Lehi City (hereinafter "Lehi"), the City of Cedar Hills, (hereinafter "Cedar Hills"), Highland City (hereinafter "Highland"), Alpine City (hereinafter "Alpine"), American Fork City (hereinafter "American Fork"), and Draper City (hereinafter "Draper") (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 (the "Act").

This Agreement shall be binding and effective upon the completion of each of the following (hereinafter "Effective Date"): (1) each Party affixing their respective signatures hereto; (2) the Agreement being approved by each Party, as contemplated by Utah Code Ann. §§ 11-13-202(2) and 11-13-202.5; and (3) the Agreement being filed with the keeper of records of each of the Parties, 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, the Act specifically sets forth the process to create a new school district from an existing school district, and the Parties desire to follow said process.

1.3. WHEREAS, pursuant to the Act, 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 located within the boundaries of Utah County and certain unincorporated areas of Utah County within or adjacent to the incorporated limits of the Parties, which boundaries are depicted in the map attached hereto as **Exhibit A**.

1.4. WHEREAS, the boundaries of the new school district satisfy the requirements of the Act, because the boundaries are contiguous, include the entire boundaries of each participant municipality with the exception of Draper, include the portion of Draper that is currently within the Alpine School District, and include contiguous portions of Utah County that would become an isolated area if not included in the new school district in accordance with the Act, and will not result in any geographically isolated areas.

1.5. WHEREAS, a feasibility study was conducted by MGT Education to meet the requirements under the Act.

1.6. WHEREAS, the combined population of the Parties exceeds the minimum population threshold of at least 50,000.

1.7. WHEREAS, the combined population of the Parties is at least 80% of the total population of the proposed new school district, as required by the Act.

1.8. 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 the Act.

1.9. WHEREAS, the Parties desire to cooperate in obtaining voter approval for the creation of a new school district (hereinafter "District") pursuant to Act.

1.10. WHEREAS, pursuant to the 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 the Act, 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 the Act 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 located within the boundaries of Utah County into the District, including the portion of Draper within the boundaries of Utah County pursuant to the Act, and certain unincorporated areas of Utah County within or adjacent to the incorporated limits of the Parties, leaving the remaining boundaries of Alpine District contiguous, with no isolated area. The District 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 Party 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. To the extent permitted by Utah law and without waiving their right or duty to take the procedural steps and analyze the substantive considerations required by Utah law, the Parties intend to cooperate and work together in meeting all requirements under the Act for 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 B**, 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.

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 or applicable law, or until the Parties agree that the purpose of this Agreement is complete, but in no event longer than fifty (50) years from the Effective Date.

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.

3.3. A Party may withdraw from this Agreement by providing the other Parties with fourteen (14) days' written notice of the withdrawal.

Section 4. Budget and Taxes.

Each Party shall be solely responsible for any tax liability which it may incur as a result of this Agreement and to separately finance and budget for any other revenues or expenditures arising out of or required for the performance of the Party's obligations under this Agreement. Any tax and financial liability of the District after its establishment will be borne solely by the District.

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 to the extent 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.

5.3 Notwithstanding any provision set forth herein, no Party shall be liable to another Party or any other person for the Party's decision to withdraw from this Agreement after exercising such Party's right or duty to take the procedural steps and analyze and make a legislative decision regarding the substantive considerations required by Utah law in connection with the creation of the District.

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: Mayor
153 N 100 E
Lehi, UT 84043

To the City of Cedar Hills:

Attn: Mayor
10246 N Canyon Rd
Cedar Hills, UT 84062

To the City of Highland:

Attn: Mayor
5400 Civic Center Dr
Highland, UT 84003

To the City of Alpine:

Attn: Mayor
20 N Main St
Alpine, UT 84004

To American Fork City:

Attn: Mayor
51 E Main St
American Fork, UT 84003

To Draper City:

Attn: Mayor
1020 Pioneer Rd
Draper, UT 84020

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 governing bodies of the Parties; and the Addendum must be reviewed for proper form and compliance with applicable law by the attorney for the entity to be added and the attorneys for the respective Parties. Prior to becoming effective, this Agreement and any Addendum shall be filed with the official keepers of records of the Parties and 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.

15.4. This Agreement may be executed in counterparts, whether physical or electronic, which together form an original document.

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.

[SIGNATURE PAGE TO FOLLOW]

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

Lehi City:

City of Cedar Hills:

Mark Johnson

By: Mark Johnson

Its: Mayor

Dated: 4/29/2004

Attest:



Teisha Wilson
Teisha Wilson, City Recorder

Dated: 4-29-24

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

Ryan V. Wood
_____, City Attorney

By:

Its:

Dated: _____

Attest:

_____, City Recorder

Dated: _____

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

_____, City Attorney

Lehi City:

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

Denise Andersen
By: Denise Andersen
Its: Mayor

Dated: April 29, 2024

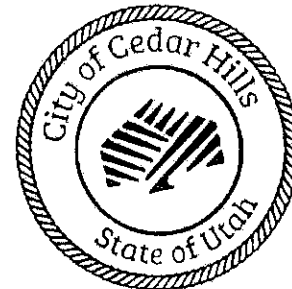
Attest:

Colleen A. Mulvey
Colleen A. Mulvey, City Recorder

Dated: April 29, 2024

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

Hyrum Gosseman
Hyrum Gosseman, City Attorney



Highland City:


By: KURT OSTER
Its: MAYOR
Dated: April 29, 2024

Attest:


_____, City Recorder, Deputy
Dated: April 29, 2024

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


ROBERT A. PATTERSON 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

American Fork City:

By: Brad Frost
Its: Mayor
Dated: 4/29/2024

Attest:

Terilyn Lurker
Terilyn Lurker, City Recorder
Dated: 4/29/24

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

Cheryl Egnor 4/29/24
Cheryl Egnor, City Attorney



Draper City:

By: Troy K. Walker
Its: Mayor
Dated: 4/29/24

Attest:

Laura Oscarson
Laura Oscarson, City Recorder
Dated: 4.29.2024

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

Mike Barker 4-29-24
Mike Barker, City Attorney



Highland City:

Alpine City:

By:

Its:

Dated: _____

Attest:

_____, City Recorder

Dated: _____

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

_____, City Attorney

By:

Its:

Dated: 29 April 2024

Attest:

DeAnn Parry, City Recorder

Dated: 29 April 2024

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

STEPHEN B. DOXEY, City Attorney

EXHIBIT A

Map of Proposed District Boundaries

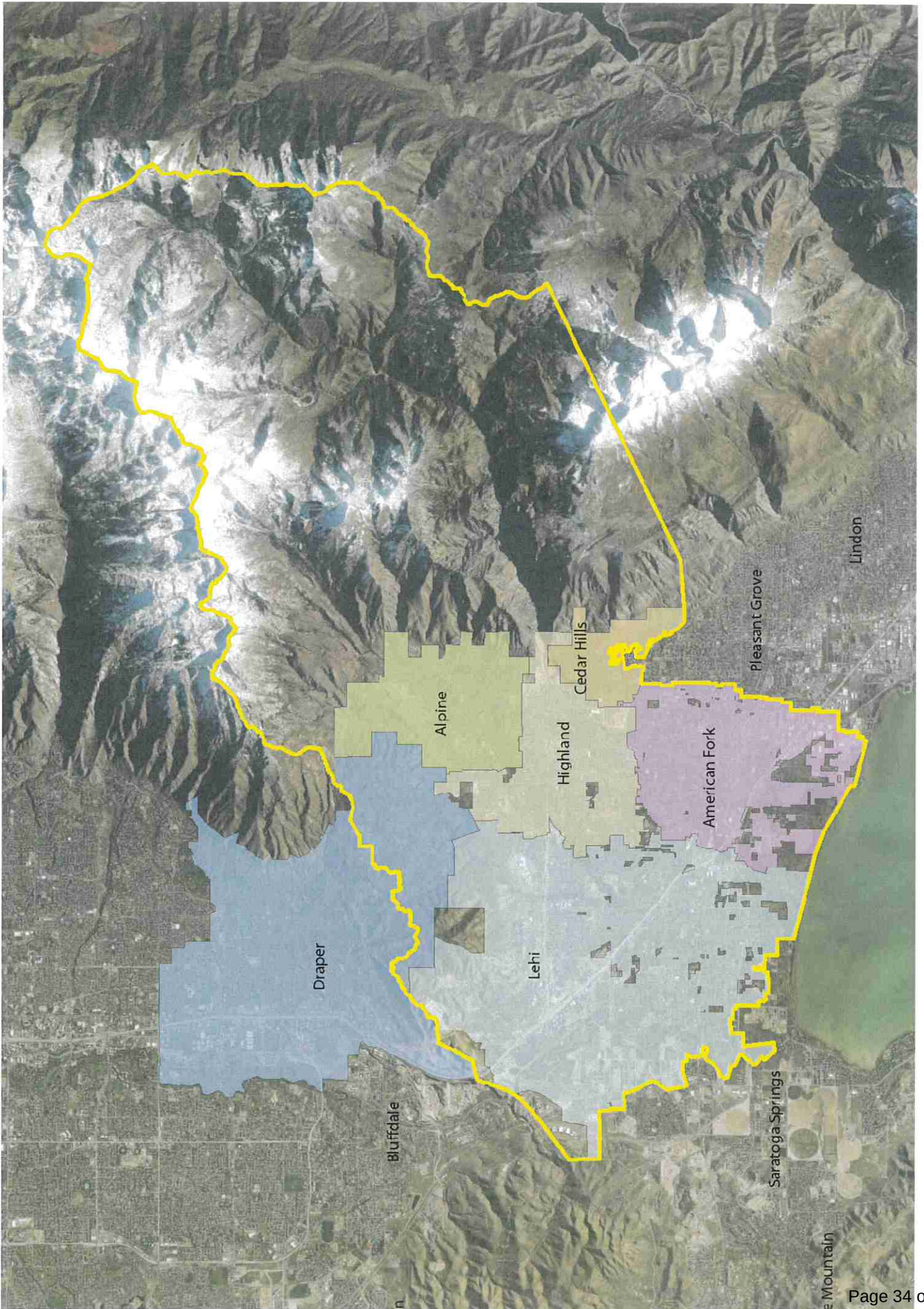


EXHIBIT B

Request to Initiate the Process to Create a New School District

Via Regular Mail and Email

Aaron R. Davidson
Utah County Clerk
100 East Center Street
Suite 3100
Provo, Utah 84606
clerkoffice@utahcounty.gov

Re: Request to the Utah County Clerk to Initiate the Process to Create a New School District, Pursuant to Utah Code Ann. § 53G-3-301 et seq.

Dear Mr. Davidson:

The cities of Lehi, Cedar Hills, Highland, Alpine, American Fork, and Draper (collectively, the "Interlocal Participants") have entered into an interlocal agreement for the purpose of submitting for voter approval a measure to create a new school district among the Interlocal Participants (the "Interlocal Agreement"). A copy of the executed Interlocal Agreement is attached hereto as Exhibit 1. Pursuant to Utah Code Ann. § 53A-3-301, et seq., the Interlocal Participants hereby request to initiate the process to create a new school district. The boundaries of the proposed new school district will be the contiguous area of the incorporated limits of each Interlocal Participant located within the boundaries of Utah County, as well as certain contiguous unincorporated areas of Utah County, as depicted in the map attached hereto as Exhibit 2.

The Interlocal Participants designate Lehi City, c/o Mark Johnson, as their both their sponsor and contract sponsor. Lehi City can be contacted at the following address and phone number: 153 N. 100 E., Lehi, Utah, 385-201-2274.

We appreciate your time and attention to this matter.

Sincerely,

The Interlocal Participants:

Lehi City:

By: 
Its: MARK JOHNSON
MAYOR

Address: 153 N. 100 E.
LEHI, UT 84043

City of Cedar Hills:

By:
Its:

Address: _____

Alpine City:

By: _____

Its: _____

Address: _____

Highland City:

By: 

KURT OSTLER
Its: MAYOR

Address: 6616 West 107th North
Highland, Utah 84003

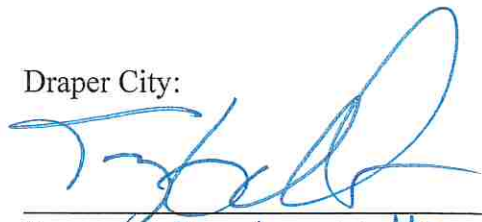
American Fork City:

By: 

Brad Frost
Its: Mayor

Address: 51 E Main
American Fork, UT
84003

Draper City:

By: 

Troy K. Walker
Its: Mayor

Address: 1020 E. Pioneer Rd
Draper, UT 84020

Via Regular Mail and Email

Aaron R. Davidson
Utah County Clerk
100 East Center Street
Suite 3100
Provo, Utah 84606
clerkoffice@utahcounty.gov

Re: Request to the Utah County Clerk to Initiate the Process to Create a New School District, Pursuant to Utah Code § 53G-3-301 et seq.

Mr. Davidson,

The cities of Lehi, Cedar Hills, Highland, Alpine, American Fork, and Draper (collectively, the "Interlocal Participants") have entered into an interlocal agreement for the purpose of submitting for voter approval a measure to create a new school district between the Interlocal Participants (the "Interlocal Agreement"). A copy of the executed Interlocal Agreement is attached hereto as Exhibit 1. Pursuant to Utah Code § 53A-3-301 et seq, the Interlocal Participants hereby request to initiate the process to create a new school district. The boundaries of the proposed new school district will be the contiguous area of the incorporated limits of each Interlocal Participant located within the boundaries of Utah County, as depicted in the map attached hereto as Exhibit 2.

The Interlocal Participants designate Lehi City, c/o Mark Johnson, as their both their sponsor and contract sponsor. Lehi City can be contacted at the following address and phone number: 153 N. 100 E., Lehi, Utah, (385)-201-2274.

We appreciate your time and attention to this matter.

Sincerely,

The Interlocal Participants:

Lehi City:

By: _____

Its: _____

Address: _____

City of Cedar Hills:

Denise Andersen

By: Denise Andersen

Its: Mayor

Address: 10246 N. Canyon Rd.
Cedar Hills, UT 84062

Alpine City:

By: 
Its: Mayor Pro Tem
Address: 20 N. Main St.
Alpine UT 84004

Highland City:

By: _____
Its: _____
Address: _____

American Fork City:

By: _____
Its: _____
Address: _____

Draper City:

By: _____
Its: _____
Address: _____



CITY COUNCIL AGENDA REPORT

ITEM #4a

DATE: May 21, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Alpine Highway Fence Replacement Program
TYPE: General City Management

PURPOSE:

The Council will discuss options for a grant/reimbursement program for the Alpine Highway fence.

STAFF RECOMMENDATION:

Staff recommends that the City Council consider the options and give direction to staff on the final terms of the fence replacement program, to be approved at a later council meeting.

PRIOR COUNCIL DIRECTION:

The Council has discussed the Alpine Highway fence situation on numerous occasions. on March 19, 2024, the Council considered a bid from a contractor to repair the current fence, which was approximately \$250,000. The Council directed staff to not proceed with the bid and to present information on a potential grant/reimbursement program to help the homeowners with the fence. On April 16, 2024, the Council discussed options for the reimbursement program.

BACKGROUND:

Based on the Council's April 16, 2024, discussion, staff has prepared three fence replacement program options for the Council to consider. These terms are not set, and any term can be adjusted by the Council. The intent of providing these options is to give the Council a jumping-off point for discussion. Once Council tentatively agrees on an option (with any changes), staff will prepare the item for formal approval at a future Council meeting.

ALPINE FENCE OPTION 1

- Total Funding: \$120,000
- Program Length: 2 years
- Funding Per Year: \$60,000
- Funding Per LF: \$25.80 per linear foot, until yearly cap is reached
 - Allows approximately 2,325 linear feet of fencing per year
 - Lots are 100' to 180', averaging 130', allowing approximately 18 lots per year
 - A 130' lot would receive \$3,354.00
- Clustering: None
- Design:
 - 1. Update and repair existing fence, leaving it wood/brick
 - 2. Replace with CMU fence, design TBD

- 3. Replace with pre-cast concrete, design TBD
- Reimbursement Only Program: Must verify construction of fence and cost

ALPINE FENCE OPTION 2

- Total Funding: \$186,000
- Program Length: 2 years
- Funding Per Year: \$93,000
- Funding Per LF: \$40.00 per linear foot, until yearly cap is reached
 - Allows approximately 2,325 linear feet of fencing per year
 - Lots are 100' to 180', averaging 130', allowing approximately 18 lots per year
 - A 130' lot would receive \$5,200.00
- Clustering: Minimum of three lots must join together
- Design:
 - 1. Replace with CMU fence, design TBD
 - 2. Replace with pre-cast concrete, design TBD
- Reimbursement Only Program: Must verify construction of fence and cost

ALPINE FENCE OPTION 3

- Total Funding: \$240,000
- Program Length: 3 years
- Funding Per Year: \$80,000
- Funding Per LF: \$51.61 per linear foot, until yearly cap is reached
 - Allows approximately 1,550 linear feet of fencing per year
 - Lots are 100' to 180', averaging 130', allowing approximately 12 lots per year
 - A 130' lot would receive \$6,709.30.
- Clustering: Minimum of three lots must join together
- Design:
 - 1. Replace with CMU fence, design TBD
 - 2. Replace with pre-cast concrete, design TBD
- Reimbursement Only Program: Must verify construction of fence and cost

FISCAL IMPACT:

The cost of the fence reimbursement program will be as determined by the City Council. Funding for this expense is not included in the current or future budget. As this expenditure was not included in the budget, a funding source will need to be determined, and the expenditure will then be included in the upcoming budget.

MOTION:

There is no decision required. Based on Council direction, staff will prepare a final program for Council to approve at a future Council meeting.

ATTACHMENTS:

1. Alpine Hwy Fence Material Options

Option 1- Repair existing Wood Fence and Brick Columns



Options 1, 2, 3 - Replace with CMU Fence



Options 1, 2, 3- Pre-Cast Concrete Fence (Style?)

A



B



C



D





CITY COUNCIL AGENDA REPORT

ITEM #4b

DATE: May 21, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Jess Andra
SUBJECT: Personnel Policy FMLA Updates
TYPE: General City Management

PURPOSE:

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

STAFF RECOMMENDATION:

Staff recommends that the Council review the proposed policy amendments and give direction whether the changes are acceptable or if there are additional or different changes the Council would prefer.

PRIOR COUNCIL DIRECTION:

In the first quarter of 2021, the City Council discussed amendments to the City's personnel policies related to maternity leave and FMLA leave. After discussion different options, the Council voted to approve allowing a more flexible option to use FMLA leave on a modified, part-time basis for maternity leave.

BACKGROUND:

The Family Medical Leave Act (FMLA) generally requires covered employers to provide FMLA leave to eligible employees when the employee or close family members of the employee experience certain situations:

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

Generally, FMLA requires employers to provide eligible employees with up to 12 weeks of unpaid leave during a 12-month period for a qualifying situation. FMLA requires the employer to continue to provide health care benefits and to protect the employee's job and position during that 12-week period. FMLA allows (but does not require) employers to require that employees use accrued leave time as part of FMLA leave and allows employees to elect to use any leave time not required to be used in order to be paid during the FMLA leave.

FMLA leave for medical/military reasons (for the employee or employee's family member) can be used either in a 12-week block or on an intermittent basis, depending on the needs of the employee. However, FMLA leave for birth/placement of a child, where there is no medical necessity, does not need to be

offered by an employer on an intermittent basis. In other words, an employer can require that employees use their FMLA leave for the birth/placement of a child in a single, continuous block, rather than spacing out the FMLA leave on a part-time basis.

Highland City's current policies are as follows:

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

Since the Council last considered FMLA leave, FMLA regulations have been updated to allow bonding with a newly born/placed child (separate from child birth or placement of a child for fostering/adoption) as a basis for FMLA leave. In addition, staff have discussed whether to allow for more flexibility with the use of FMLA leave on a part-time/intermittent basis, subject to City and department needs, and whether it makes sense to require the exhaustion of all accrued leave, when an employee may have sick or other family needs after FMLA leave. Finally, staff propose updating the policies to reference the new Pregnant Workers Fairness Act, which requires ADA-like accommodations for pregnant employees. The proposed amendments to the policies are summarized as follows:

- Adds a specific statement regarding the City's compliance with all state and federal employment and anti-discrimination regulations
- Reduces the amount of accrued leave that is required to be used for FMLA leave; all admin and comp leave must be used, and all vacation and sick leave beyond 40 hours each must be used, though employees may choose to use that time
- Clarifies maternity is paternal leave, as it applies to all parents
- Allows FMLA leave for parental leave to be used in any of the following methods:
 - As a continuous block of time (up to 12 weeks)
 - On any schedule as required by the medical needs of the parent/child
 - Where not medically required, on a part-time/intermittent basis on a schedule that is submitted by the employee and reviewed and approved by the employee's supervisor, the human resource generalist, and city administrator. This may include work-from-home options. Not all requested schedules may be accommodated, but are based on the employees' responsibilities and needs of the City and the employee's department.

Staff believes that these changes will provide for a more family friendly work environment for employees which will help the City attract and retain quality employees while still balancing the needs of the organization.

FISCAL IMPACT:

No anticipated fiscal impact.

MOTION:

No action is required at this time. Council should give direction to staff whether the current amendments are acceptable and whether the Council would like to see any different or additional amendments for future consideration and approval.

ATTACHMENTS:

1. Proposed FMLA Parental Leave Policy Amendment

SECTION 5: UNLAWFUL DISCRIMINATION, HARASSMENT (INCLUDING SEXUAL HARASSMENT) AND RETALIATION

7. FEDERAL REGULATIONS

Highland City will follow and comply with all state and federal employment and anti-discrimination regulations, including those related to the Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), and the Pregnant Workers' Fairness Act (PWFA). Employees may request reasonable accommodations or additional information regarding their rights by communicating with their supervisor or the human resource generalist.

SECTION 18: FAMILY AND MEDICAL LEAVE ACT (FMLA)

3. LEAVE OPTIONS.

A. Employees on FMLA leave must use ~~any-all~~ accrued ~~administrative and compensatory vacation and sick~~ leave and all vacation and sick leave accrued beyond 40 hours of each type for the FMLA leave. Employees ~~and~~ will be paid for that portion of the FMLA leave covered by the hours of paid leave being used.

B. Employees on FMLA leave may choose to use remaining vacation or sick leave not required to be used in order to be paid for additional portions of their FMLA leave.

C. All FMLA leave taken when there is no accrued ~~vacation and sick~~ leave used will be unpaid leave.

SECTION 19: LEAVES OF ABSENCE

5. MATERNITY-PARENTAL LEAVE.

A. Employees who have given birth, ~~or employees~~ whose spouse has given birth, and employees who have children placed with them for adoption or foster care may use ~~maternity-parental~~ leave in accordance with the Family and Medical Leave Act (FMLA) and the City's related FMLA policies in Section 18 and this section.

B. Employees must provide ~~through one of the following options (unless otherwise required by medical necessity) by providing~~ at least thirty (30) days advance notice of the need for FMLA Leave, where possible, to their supervisor and the City's human resource generalist. If advance notice cannot be given due to an emergency, the employee should notify their supervisor and the City's human resource generalist as soon as practicable.

C. FLMA Leave and Modified Schedule. The use of FMLA leave for parental leave counts against the twelve (12) week total allotment of FMLA leave. Parental leave must

be used within twelve (12) months of date of the child's birth or placement. Parental leave may be used according to the following schedules:

(1) Standard FMLA Leave. An eligible employee may use available FMLA leave for parental leave as a single, continuous block of leave, up to twelve (12) work weeks, after which the employee shall return to their usual work schedule. The terms and conditions of this leave are governed by Section 18.

(2) Adjusted Work Schedules and Intermittent Leave Usage.

(a) An eligible employee may use their FMLA leave for parental leave over the twelve (12) month period from the birth or placement of the child according to any schedule required by the medical needs of the parent or child. No special permission is required to use FMLA leave on an intermittent basis due to medical necessity, but the employee must notify and communicate with their supervisor and the City's human resource generalist to coordinate leave usage and work schedules.

(b) An eligible employee may request to use FMLA leave for parental leave on an intermittent, reduced, or part-time leave basis. The employee must inform the City's human resource generalist of their request and proposed schedule of leave usage and work. The City will attempt to accommodate requested schedules, but the availability of adjusted leave and work schedules depends on the needs of the City and the employee's department, and therefore not all proposed schedules will be able to be approved. The city administrator, or designee, will determine the availability of adjusted leave and work schedules, in consultation with the employee, the employee's supervisor, and the City's human resource generalist.

~~(2) Modified FMLA Leave. Instead of using all FMLA leave as a single, continuous block, an eligible employee who has at least eight (8) weeks of FMLA leave available may use their FMLA leave as follows:~~

~~(a) The employee shall initially use eight (8) weeks of FMLA leave from the birth as a single, continuous block of leave. The terms and conditions of this leave are governed by Section 18.~~

~~(b) After the initial eight-week leave period, the employee shall return to work on a reduced-time work schedule for up to eight (8) weeks, during which the employee shall use their remaining FMLA leave however, an employee must work a minimum of 20 hours on premise. The reduced-time schedule for maternity leave must be approved by the employee's Department Head and the City Administrator. The difference between the employee's usual work schedule and the employee's reduced-time schedule must be made up 94 by the employee's remaining FMLA leave, and any employee absence during scheduled hours shall be counted as~~

FMLA leave.

~~(c) The reduced time schedule shall end and the employee shall return to their usual work schedule after either~~

~~(i) sixteen weeks from the birth or~~

~~(ii) depletion of the employee's remaining FMLA leave under the reduced time schedule, whichever occurs first.~~

~~(d) The employee must use any accrued vacation time for FMLA leave used as part of a reduced time schedule and will be paid for that portion of the leave. Sick leave may not be used as part of a reduced time schedule.~~

~~(e) During a reduced time schedule, Highland City shall maintain benefits for the employee as though the employee were working their usual work schedule. The employee will typically be restored to their original or equivalent positions and other employment terms, as set forth in Section 18, upon returning to their usual work schedule.~~

~~(3) An employee shall inform the City Human Resource Generalist of which option they choose within thirty (30) days of taking maternity leave.~~



CITY COUNCIL AGENDA REPORT

ITEM #4c

DATE: May 21, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Ron Campbell, Council Member, Rob Patterson, City Attorney
SUBJECT: Conditional Use Permit Code Requirements
TYPE: Development Code Update (Legislative)

PURPOSE:

The City Council will discuss current conditional use permit regulations and procedures and identify any desired changes.

STAFF RECOMMENDATION:

Staff recommends that the Council give direction as to the changes, if any, the Council would like to see related to conditional use approvals or requirements.

PRIOR COUNCIL DIRECTION:

On May 7, 2024, the City Council approved a conditional use permit (CUP) for a pavilion for a church site. In reviewing and approving the CUP, the Council discussed the CUP approval process generally, and whether there should be any changes made to that process.

The last time the conditional use process was addressed by the City Council was on July 6, 2021, when the Council considered amendments to the conditional use process required to satisfy then-recent changes to state law. As part of that discussion, staff and the Council discussed whether the City wanted to continue the practice of holding public hearings for conditional use permits, because public hearings are not a requirement of state law. At the time, only the Planning Commission held a public hearing on a CUP. The Council ultimately voted to adopt the state-law mandated changes and also to require hearings at both the Planning Commission and City Council level.

BACKGROUND:

A "use" as a zoning matter is a category of business or activity that can be regulated. There are three types of "uses": allowed or permitted, conditional, or prohibited. A conditional use is defined by both city ([HDC 4-101](#)) and state law ([UCA 10-9a-103\(8\)](#) and [UCA 10-9a-507](#)) as uses that are generally appropriate for a zone, but require special consideration and conditions on approval in order to mitigate potential harm or impacts from that use on the city or adjacent properties.

The difference between a permitted use and a conditional use is that a permitted use is allowed, so long as all specific requirements of the City's code are satisfied, whereas a conditional use is generally permitted, but the requirements of the City's code are less specific and allow for more flexibility in crafting conditions or limitations on the use and approval.

For example, in the R-1-40 zone, a "residential facility for elderly persons" is a permitted use, though

there are several specific code requirements that must be met to operate a residential facility, including obtaining council approval of a site and safety plan, restrictions on the number of occupants, and a requirement for certain inspections. Once an applicant satisfies all of those specific code requirements, the City must approve the residential facility and cannot impose any additional requirements.

As a comparison, the R-1-40 zone allows museums and churches as a conditional use. There is no list of specific code requirements that must be met in order to operate a museum or church, but there are a list of factors and issues that the City can consider in determining (1) whether the use will have reasonably anticipated detrimental impacts on the City or adjacent properties and (2) what reasonable conditions can be imposed to mitigate those impacts. While the conditions imposed on a conditional use must be based on the City's code requirements, the specific conditions are not spelled out in the City's code.

The current process for approval of conditional use permits is as follows: First, applicant submission and staff review, typically followed by comments from staff asking for clarifications or changes to the proposed use to meet city standards. After staff review is complete, the item is submitted to the Planning Commission with staff's recommendations and proposed conditions. The Planning Commission holds a public hearing and makes a recommendation to the City Council. The City Council then reviews staff's and the Planning Commission's recommendations, holds a public hearing, and makes a decision on the conditions use.

There are a few ways that the current conditional use process could be changed, if desired by the Council:

1. Land Use Authority: who approves the CUP? Currently, it is the City Council with the recommendation of the Planning Commission. State law does not direct who should approve CUPs.
2. Hearings: whether and how many hearings should be held. Currently, there are hearings at both the Planning Commission and City Council. State law does not require public hearings for CUPs. The Utah State Ombudsman recommends against public hearings, to avoid allowing public clamor guide a decision on an administrative CUP.
3. Types of Uses: what uses should be conditional uses and what uses should simply be permitted? State law does not direct which uses are conditional vs permitted. As with the recent church pavilion example, there may be types of uses that have minimal impact that could be made permitted, rather than conditional.

Current Conditional Uses, Residential Zones:

- Public schools and school grounds
- Churches, church grounds, and accessory buildings associated with maintenance
- Libraries, museums, and art galleries
- Country clubs for golf with limits on sale of food and equipment
- Communications and other towers or masts
- Drilling wells
- Funeral homes

Current Conditional Uses, Commercial zones:

- C-1: Gas station and convenience stores
- C-1: Drive-thru restaurants
- C-1: Minor auto repair including lubrication, tires, washing, brakes, and other minor

maintenance

- Town Center Commercial: hotel
- Town Center Commercial: nail salon, pedicure, day spa
- Town Center Commercial: therapeutic massage
- Town Center Commercial: farmers markets
- Residential-Professional/Professional Office: Professional offices (architects, engineers, CPAs, insurance, lawyers)
- Residential-Professional/Professional Office: Medical offices (doctors, dentists, pharmacy, psychiatrist)
- Residential-Professional/Professional Office: Banks and financial institutions
- Residential-Professional/Professional Office: Daycares/preschools
- Residential-Professional/Professional Office: Art and craft galleries and studios

FISCAL IMPACT:

No anticipated fiscal impact.

MOTION:

No action is required at this time. Council should give direction to staff for any amendments they would like to see to current CUP regulations regarding the (1) land use authority, (2) public hearing requirements, or (3) types of uses to be brought back to Council for discussion and/or action.

ATTACHMENTS: