

RESOLUTION NO. R-29-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH RECEIVING A FEASIBILITY STUDY FOR THE CREATION OF A NEW SCHOOL DISTRICT PURSUANT TO UTAH CODE § 53G-3-301.4, SCHEDULING A PUBLIC COMMENT PERIOD, SCHEDULING FUTURE PUBLIC HEARINGS, SCHEDULING FINAL ACTION ON THE CREATION OF A NEW SCHOOL DISTRICT, AND RELATED MATTERS

WHEREAS, pursuant to the provisions of Utah Code § 53G-3-301.4, Eagle Mountain City, the City of Saratoga Springs, and the Town of Fairfield (“interlocal participants”), with the written support from the Town of Cedar Fort, approved an interlocal agreement on April 29, 2024 to begin the process for the possible creation of a new school district encompassing the incorporated limits of Saratoga Springs, Eagle Mountain, Fairfield, and Cedar Fort, as well as certain unincorporated areas west of Utah Lake; and

WHEREAS, pursuant to Utah Code § 53G-3-301.4(4), on April 30, 2024, the interlocal participants filed a request with the Utah County Clerk to initiate the new school district creation process (“Request”); and

WHEREAS, in accordance with Utah Code § 53G-3-301.4(5), on May 7, 2024, the County Clerk certified the Request; and

WHEREAS, a feasibility study was conducted by MGT Education and Lewis Robertson Burningham to meet the requirements under Utah Code Ann. § 53G-3-301.4(7)(b) (“Feasibility Study”), which studies and/or summaries are attached as Exhibit A and incorporated herein by this reference; and

WHEREAS, the City Council of Eagle Mountain City, Utah, hereby receives the Feasibility Study pursuant to § 53G-3-301.4(7)(b); and

WHEREAS, in accordance with Utah Code § 53G-3-301.4(8)(a)(i), the City Council hereby provides for a 45-day public comment period to begin on May 21, 2024 (the date the Feasibility Study is received by the City Council) and ending on July 5, 2024; and

WHEREAS, pursuant to Utah Code § 53G-3-301.4(8)(a)(ii), public hearings with the City Council are hereby scheduled on June 13, 2024, and June 18, 2024, to consider public comment on the Feasibility Study and recommendations contained therein on the new school district creation; and

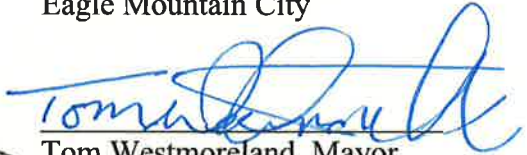
WHEREAS, pursuant to Utah Code § 53G-3-301.4(8)(b)(i), the City Council will meet on July 16, 2024 to vote on the creation of the new school district and submittal of the matter to a vote by the residents of the new school district boundaries.

NOW THEREFORE BE IT RESOLVED by the City Council of Eagle Mountain City, Utah as follows:

1. That the Feasibility Study is hereby received, which is attached as Exhibit A and incorporated herein by this reference;
2. That the 45-day public comment period required by Utah Code § 53G-3-301.4(8)(a)(i) shall begin on May 21, 2024 and end on July 5, 2024;
3. That the City Council shall schedule 2 public hearings during the 45-day period to consider public comment on the Feasibility Study and recommendations contained therein on the new school district creation;
4. That, in accordance with Utah Code § 53G-3-301.4(8)(b), the City Council shall meet on July 16, 2024, to take final action on the creation of the new school district and submitting the matter to the legal voters residing in the boundaries of the new district; and
5. That this Resolution shall take effect immediately upon passage.

Passed, adopted, and approved this 21st day of May, 2024.

Eagle Mountain City


Tom Westmoreland, Mayor

Attest:


City Recorder



The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 21st day of May 2024.

Those voting yes:

Donna Burnham

Melissa Clark

Jared Gray

Rich Wood

Brett Wright

Those voting no:

Donna Burnham

Melissa Clark

Jared Gray

Rich Wood

Brett Wright

Those excused:

Donna Burnham

Melissa Clark

Jared Gray

Rich Wood

Brett Wright

Those abstaining:

Donna Burnham

Melissa Clark

Jared Gray

Rich Wood

Brett Wright


Fionnuala B. Kofod, MMC
City Recorder



EXHIBIT A

Feasibility Study

MEMORANDUM

To: Steve Mumford, Interim City Manager/Community Development Director, Eagle Mountain City
 Mark Christensen, City Manager, Saratoga Springs
 From: LRB Public Finance Advisors
 Date: May 21, 2024
 RE: New School District Feasibility Study Findings

Pursuant to Section §53G-3-102(4)(a)(ii), LRB was commissioned to assess the financial viability, the financial impact, and tax impact of the creation of a new school district made up of the municipal boundaries of Saratoga Springs, Eagle Mountain, Cedar Fort, and Fairfield (the New District). This analysis focuses primarily on the impacts of creating a new school district and reviewing the impacts to major funds including the General Fund, Capital Projects Fund and Debt Service Fund. It outlines projections based on reasonable assumptions and available data from Alpine School District (ASD), the New District, the Utah State Board of Education (USBE) and other sources. This report also includes projections regarding start-up costs and the potential for new capital facilities. The financial analysis concludes by outlining the tax burden on property owners within the proposed new school district.

BASE FINANCIAL ASSUMPTIONS

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

The ratio of enrollment for each district was used to forecast weighted pupil units (WPU). The number of WPUs provided to each school district within the State is based on number of students enrolled, number of special education students, and other weighted factors. The forecasted WPUs are calculated based on an historic average of 0.970 WPUs per student (calculated using WPU data from FY 2018 – FY 2024 estimates). WPUs are calculated for each district based on percent enrollment and average WPUs per student.

TABLE 1.1: ENROLLMENT AND WPU PROJECTIONS

FISCAL YEAR	ASD		NEW DISTRICT		REORGANIZED ASD		NEW	REORGANIZED
	ENROLLMENT	WPUS	ENROLLMENT	WPUS	ENROLLMENT	WPUS	DISTRICT % OF TOTAL	DISTRICT % OF TOTAL
2023 ⁽¹⁾	84,668	81,170	24,184	23,185	60,484	57,985	28.56%	71.44%
2024	84,250	83,939	24,680	24,589	59,570	59,350	29.29%	70.71%
2025	85,252	84,937	25,541	25,447	59,710	59,490	29.96%	70.04%
2026	86,323	86,005	26,433	26,335	59,890	59,669	30.62%	69.38%
2027	87,466	87,144	27,356	27,255	60,111	59,889	31.28%	68.72%
2028	88,682	88,355	28,310	28,206	60,372	60,149	31.92%	68.08%
2029	89,973	89,641	29,299	29,191	60,674	60,450	32.56%	67.44%

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

Taxable value is fundamental to projections of future fiscal impact on the New District and the division of assets and liabilities, including debt. Taxable value forms the basis for local revenues, as well as the ability of a district to bond for capital infrastructure.¹ To determine taxable value growth, an estimate of 2.25 percent new growth is applied to the District as a whole based on ASD’s FY 2024 Budget projections. Based on tax data for Saratoga

¹ Section §53G-3-307(3)

Springs and Eagle Mountain, this analysis assumes the New District would experience an estimated eight percent new growth multiplier, with the Reorganized District at 1.5 percent. There are a number of reasons why it is believed sustained taxable value growth for Saratoga Springs and Eagle Mountain will be achievable for the near future. These include the availability of affordable land for both residential and commercial development. Commercial growth for goods and services will continue to expand as residential growth continues to expand and both Saratoga Springs and Eagle Mountain have stated that they know they have the potential to develop additional commercial valuation to capture sales leakage occurring in the community. Based on these assumptions, it is estimated that the New District's taxable value will increase from 21 percent of the taxable value in 2025 to 26 percent by 2029.

TABLE 1.2: FORECASTED TAXABLE VALUE

FISCAL YEAR	ASD	NEW DISTRICT	REORGANIZED ASD	NEW DISTRICT % OF TOTAL	REORGANIZED DISTRICT % OF TOTAL
2025	\$54,604,602,181	\$11,461,741,149	\$43,142,861,032	20.99%	79.01%
2026	\$55,833,205,730	\$12,378,680,441	\$43,454,525,290	22.17%	77.83%
2027	\$57,089,452,859	\$13,368,974,876	\$43,720,477,983	23.42%	76.58%
2028	\$58,373,965,548	\$14,438,492,866	\$43,935,472,683	24.73%	75.27%
2029	\$59,687,379,773	\$15,593,572,295	\$44,093,807,478	26.13%	73.87%
AAGR	2.25%	8.00%	0.55%		

A comparison of the taxable value per student illustrates that the New District is slightly lower than projected for the other district scenarios. The lower taxable value will provide the New District with less local revenues per pupil, but will correspond with an increase in State revenues, as discussed in the General Fund analysis of this report.

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

	TOTAL VALUE	TV % OF TOTAL	ENROLLMENT	% ENROLLMENT	TV PER STUDENT
ASD	\$50,111,489,706	100%	84,668	100%	\$591,859
New District	\$9,826,595,635	20%	24,184	29%	\$406,326
Reorganized ASD	\$40,284,894,071	80%	60,484	71%	\$666,042

GENERAL FUND ANALYSIS

The General Fund includes all financial resources necessary for the general operation of the District. The General Fund is comprised of three major revenue sources: local, state and federal. Local funding is generated through the property taxes collected by the County. State Funds are distributed based on WPU assumptions and federal funds are earmarked for special purposes such as special education, special programs, vocational education, and nutrition services.

As a ratio of local revenues per pupil, the New District is projected to receive fewer local revenues per pupil than the other scenarios due to a lower taxable value per student. It is anticipated that State funds² will be increased to account for decreased local revenues as illustrated in **Table 1.4**.

² Section 553F-3



TABLE 1.4: FORECASTED GENERAL FUND REVENUES

FY	LOCAL REVENUE	STATE REVENUE	STATE ADD-ON	FEDERAL	TOTAL	PER STUDENT					DIFFERENCE FROM ASD
						LOCAL	STATE	STATE ADD-ON	FEDERAL	TOTAL	
ASD											
2025	\$202,032,193	\$543,123,050	\$54,167,732	\$34,492,270	\$833,815,246	\$2,370	\$6,371	\$635	\$405	\$9,781	
2026	\$206,550,059	\$567,094,060	\$57,025,900	\$35,624,369	\$866,294,387	\$2,393	\$6,569	\$661	\$413	\$10,035	
2027	\$211,171,815	\$593,397,512	\$60,176,853	\$36,818,045	\$901,564,225	\$2,414	\$6,784	\$688	\$421	\$10,308	
2028	\$215,899,872	\$621,338,693	\$63,543,992	\$38,076,521	\$938,859,078	\$2,435	\$7,006	\$717	\$429	\$10,587	
2029	\$220,736,698	\$651,021,577	\$67,202,125	\$39,403,198	\$978,363,598	\$2,453	\$7,236	\$747	\$438	\$10,874	
NEW DISTRICT											
2025	\$40,529,159	\$169,140,763	\$22,076,825	\$10,333,894	\$242,080,641	\$1,587	\$6,622	\$864	\$405	\$9,478	(\$303)
2026	\$43,636,990	\$179,830,052	\$22,685,868	\$10,908,482	\$257,061,390	\$1,651	\$6,803	\$858	\$413	\$9,725	(\$310)
2027	\$46,991,297	\$191,460,802	\$23,383,055	\$11,515,043	\$273,350,197	\$1,718	\$6,999	\$855	\$421	\$9,992	(\$315)
2028	\$50,611,730	\$203,840,753	\$24,069,203	\$12,155,358	\$290,677,043	\$1,788	\$7,200	\$850	\$429	\$10,267	(\$319)
2029	\$54,519,505	\$217,017,897	\$24,760,126	\$12,831,306	\$309,128,835	\$1,861	\$7,407	\$845	\$438	\$10,551	(\$323)
REORGANIZED DISTRICT											
2025	\$161,409,036	\$373,991,045	\$20,958,590	\$24,158,376	\$580,517,047	\$2,703	\$6,263	\$351	\$405	\$9,722	(\$58)
2026	\$162,689,100	\$387,270,327	\$22,485,688	\$24,715,888	\$597,161,002	\$2,716	\$6,466	\$375	\$413	\$9,971	(\$65)
2027	\$163,813,425	\$401,940,323	\$24,463,330	\$25,303,002	\$615,520,081	\$2,725	\$6,687	\$407	\$421	\$10,240	(\$68)
2028	\$164,763,660	\$417,498,560	\$26,657,486	\$25,921,163	\$634,840,869	\$2,729	\$6,915	\$442	\$429	\$10,516	(\$71)
2029	\$165,519,848	\$434,000,993	\$29,136,872	\$26,571,892	\$655,229,605	\$2,728	\$7,153	\$480	\$438	\$10,799	(\$75)

General fund expenditures for each scenario have been estimated based on existing ASD expenditures. LRB used historic growth rates, analyzed each expenditure function to determine any duplication of expenditures, researched staffing projections, and apportioned expenditures on a per building basis. These expenditure functions include instruction, student support services, and instructional support services. Other expenditure functions are used based on the percent of education facilities within each district, the percent of full-time equivalent (FTE) employees, or the proportion of total district facilities, including duplicate administrative facilities.

Using the most recent ASD budget estimates as the base (FY 2024), LRB inflated expenditures for subsequent years.³ LRB also inflated expenditures based on WPU growth. It is anticipated that the creation of a new district could result in duplicated costs of approximately \$2.2M in 2025. The New District is projected to have the lowest per pupil expenditures among the scenarios in the early years. This is a result of the lower ratio of duplicate administrative costs as well as apportioning some costs on a per building and taxable value basis, in which the New District has a lower proportion relative to the District.

TABLE 1.5. GENERAL FUND SUMMARY

YEAR	TOTAL GF REVS	GF REVS PER STUDENT	TOTAL GF EXPENDITURES	GF EXPENDITURES PER STUDENT	NET GF	NET GF PER STUDENT
ASD						
2025	\$833,815,246	\$9,781	\$849,702,675	\$9,967	(\$15,887,429)	(\$186)
2026	\$866,294,387	\$10,035	\$881,120,853	\$10,207	(\$14,826,466)	(\$172)
2027	\$901,564,225	\$10,308	\$913,731,490	\$10,447	(\$12,167,265)	(\$139)
2028	\$938,859,078	\$10,587	\$947,580,697	\$10,685	(\$8,721,619)	(\$98)
2029	\$978,363,598	\$10,874	\$982,716,394	\$10,922	(\$4,352,796)	(\$48)
NEW DISTRICT						
2025	\$242,080,641	\$9,478	\$248,282,830	\$9,721	(\$6,202,189)	(\$243)
2026	\$257,061,390	\$9,725	\$262,603,082	\$9,935	(\$5,541,691)	(\$210)
2027	\$273,350,197	\$9,992	\$277,758,016	\$10,154	(\$4,407,819)	(\$161)
2028	\$290,677,043	\$10,267	\$293,796,703	\$10,378	(\$3,119,661)	(\$110)

³See ASD FY2024 Budget, p. 147 for inflationary increases utilized.



YEAR	TOTAL GF REVS	GF REVS PER STUDENT	TOTAL GF EXPENDITURES	GF EXPENDITURES PER STUDENT	NET GF	NET GF PER STUDENT
2029	\$309,128,835	\$10,551	\$310,771,121	\$10,607	(\$1,642,286)	(\$56)
REORGANIZED DISTRICT						
2025	\$580,517,047	\$9,722	\$603,698,296	\$10,110	(\$23,181,249)	(\$388)
2026	\$597,161,002	\$9,971	\$620,372,927	\$10,358	(\$23,211,926)	(\$388)
2027	\$615,520,081	\$10,240	\$637,530,414	\$10,606	(\$22,010,333)	(\$366)
2028	\$634,840,869	\$10,516	\$655,185,148	\$10,853	(\$20,344,279)	(\$337)
2029	\$655,229,605	\$10,799	\$673,351,958	\$11,098	(\$18,122,353)	(\$299)

While the New District is projected to have a fund deficit, the New District's high growth in taxable value and enrollment suggests the New District may overcome the General Fund deficit beyond the study period.

CAPITAL PROJECTS ANALYSIS

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

Expenditures are allocated to each district based primarily on the percentage of education buildings within each district, including technical and specialty schools, which are inflated at one percent. Land acquisition, land improvement, building acquisition and construction, and building improvement costs were zeroed out for future projections to prevent a duplication of costs as this fund does not address the bond needs identified in the five-year bond plan. Rather, these capital needs are fully funded within the Debt Service Fund (see **Table 1.6**). This results in a positive fund balance within the Capital Projects Fund for each district and thus there is no tax increase within the Capital Projects Fund. Surplus revenues within the Capital Projects Fund are utilized to offset future debt service expense at approximately \$65M.

DEBT SERVICE ANALYSIS

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

There are three major components included in the analysis of this fund: the allocation of outstanding bonds, new bonding needs as identified by ASD, and start-up costs. Utah Code stipulates the transfer of outstanding debt is determined by calculating the ratio of total taxable value in the year immediately preceding the creation of the New District which is 2024 for the purposes of this analysis. As a result, the New District would be responsible for 20 percent of the outstanding debt. New bonding in this analysis is based on existing ASD recommendations. Last, start-up costs relative to a New District Office, legal fees, moving costs, and computer system costs were also identified. It is important to note that \$12,500,000 in unassigned fund balance from ASD was allocated to each district based on the ratio of enrollment for purposes of funding start-up costs.⁴

⁴ Section §53G-3-302(4)(b)



TABLE 1.6: DEBT SERVICE SUMMARY

YEAR	AUTHORIZED DEBT	PROPOSED NEW DEBT	TOTAL	OBLIGATION PER STUDENT
ASD				
2025	\$68,255,190	\$37,956,410	\$106,211,600	\$1,246
2026	\$46,585,605	\$37,956,410	\$84,542,015	\$979
2027	\$44,711,305	\$37,956,410	\$82,667,715	\$945
2028	\$39,645,005	\$37,956,410	\$77,601,415	\$875
2029	\$39,652,255	\$37,956,410	\$77,608,665	\$863
NEW DISTRICT				
2025	\$13,384,478	\$16,424,394	\$29,808,872	\$1,167
2026	\$9,135,188	\$16,424,394	\$25,559,582	\$967
2027	\$8,767,648	\$16,424,394	\$25,192,042	\$921
2028	\$7,774,174	\$16,424,394	\$24,198,568	\$855
2029	\$7,775,596	\$16,424,394	\$24,199,989	\$826
REORGANIZED DISTRICT				
2025	\$54,870,712	\$17,421,399	\$72,292,111	\$1,211
2026	\$37,450,417	\$17,421,399	\$54,871,816	\$916
2027	\$35,943,657	\$17,421,399	\$53,365,056	\$888
2028	\$31,870,831	\$17,421,399	\$49,292,230	\$816
2029	\$31,876,659	\$17,421,399	\$49,298,059	\$813

TAX IMPACT

In summary, this analysis combined each fund discussed in this analysis into a comprehensive table based on the tax impact per \$450,000 primary residential home. The tables below show the projected tax rate needed within the three funds analyzed should a district division occur. It is important to note that for the purposes of evaluating impacts, the study assumes a starting period of FY 2025.

TABLE 1.7: NEW DISTRICT GENERAL FUND TAX IMPACT

YEAR	TOTAL GF EXPENDITURES	TOTAL REVENUES	NET GENERAL FUND	TAXABLE VALUE	BASELINE TAX RATE	TAX RATE NEEDED	TAX RATE INCREASE
2025	\$248,282,830	\$242,080,641	(\$6,202,189)	\$11,461,741,149	0.003340	0.003881	0.000541
2026	\$262,603,082	\$257,061,390	(\$5,541,691)	\$12,378,680,441	0.003340	0.003788	0.000448
2027	\$277,758,016	\$273,350,197	(\$4,407,819)	\$13,368,974,876	0.003340	0.003670	0.000330
2028	\$293,796,703	\$290,677,043	(\$3,119,661)	\$14,438,492,866	0.003340	0.003556	0.000216
2029	\$310,771,121	\$309,128,835	(\$1,642,286)	\$15,593,572,295	0.003340	0.003445	0.000105

TABLE 1.8: NEW DISTRICT CAPITAL OUTLAY TAX IMPACT

YEAR	CAPITAL OUTLAY EXPENDS	TOTAL REVENUES	NET CAPITAL OUTLAY	TAXABLE VALUE	BASELINE TAX RATE	TAX RATE NEEDED	TAX RATE INCREASE
2025	\$6,172,567	\$23,448,838	\$17,276,271	\$11,461,741,149	0.001065	0.001065	-
2026	\$6,209,760	\$22,648,117	\$16,438,357	\$12,378,680,441	0.001065	0.001065	-
2027	\$6,247,325	\$23,461,306	\$17,213,981	\$13,368,974,876	0.001065	0.001065	-
2028	\$6,285,265	\$24,052,590	\$17,767,325	\$14,438,492,866	0.001065	0.001065	-
2029	\$6,323,585	\$24,600,489	\$18,276,904	\$15,593,572,295	0.001065	0.001065	-

TABLE 1.9: NEW DISTRICT DEBT SERVICE TAX IMPACT

YEAR	TOTAL DEBT	TAXABLE VALUE	TAX RATE UNDER ASD	TAX RATE NEEDED	TOTAL TAX RATE INCREASE
2025	\$29,808,872	\$11,461,741,149	0.0019450	0.0026007	0.0006557
2026	\$25,559,582	\$12,378,680,441	0.0015140	0.0020648	0.0005508
2027	\$25,192,042	\$13,368,974,876	0.0014480	0.0018844	0.0004364
2028	\$24,198,568	\$14,438,492,866	0.0013290	0.0016760	0.0003470
2029	\$24,199,989	\$15,593,572,295	0.0013000	0.0015519	0.0002519



TABLE 1.10: NEW DISTRICT DEBT SERVICE TAX IMPACT

YEAR	TAX RATE NEEDED	TAX PER HOUSEHOLD (\$450,000 RESIDENTIAL) (ANNUALLY)	TAX PER HOUSEHOLD (MONTHLY)
2025	0.001197	\$296.19	\$24.68
2026	0.000999	\$247.20	\$20.60
2027	0.000766	\$189.68	\$15.81
2028	0.000563	\$139.34	\$11.61
2029	0.000357	\$88.34	\$7.36

When all major funds are considered (General Fund, Capital Projects and Debt Service), property owners within the New District will likely experience a tax increase, as shown in **Table 1.10**. This is driven by several factors including duplicate O&M costs, start-up costs, and new capital needs. However, as shown in **Table 1.10**, the tax per household decreases annually and is reasonable to assume it may continue to decrease over time.

ALTERNATIVE CONSIDERATION

The allocation of General Fund expenditures is driven primarily by proportionate enrollment in each district, with consideration of duplicate expenses. If the majority of the General Fund is allocated based on percentage of schools within each district, similar to the MGT study, then the shortfall in the General Fund may be reduced or eliminated. This would result in a lower tax impact in the short-term as the primary driver of the impact to the New District will be debt service related. However, the objective of building additional schools within the New District will likely result in an increase in General Fund expenses over time.

VIABLE CONCLUSION

In conclusion, noting that our analysis estimates that the cost per average household to form a new district will be in the range of \$24.67 per month declining to \$7.33 per month we are of the opinion that the new school district is a viable alternative to the existing school district.

The benefit obtained in forming a new school district is more localized control and a district that may be more unified in meeting the needs of students in this high growth area where voters interests in supporting new facilities may be more aligned with one-another.



May 7, 2024

Eagle Mountain City Council
1650 Stage Coach Run
Eagle Mountain, UT 84005

Re: Delivery of the certified request to the legislative bodies of the interlocal agreement participants

Dear Eagle Mountain City Council:

Pursuant to Utah Code 53G-3-301.4(5)(b)(i)(A), please see the enclosed certification of the request to create a new school district.

Sincerely,



Brian Voeks
Chief Deputy Clerk
Office of the Utah County Clerk
100 E Center St, Suite 3200
Provo, UT 84606
(801) 851-8107
brianv@utahcounty.gov

May 7, 2024

Via Regular Mail and Email

Councilman Christopher Carn
1307 North Commerce Drive
Saratoga Springs, UT 84045

Re: Request to Initiate School District Creation Process

Dear Councilman Carn:

I received your *Request To Initiate School District Creation Process* on April 30, 2024. Under Utah Code 53G-3-301.4(5), I certify your request and will deliver a copy of the certified request to each of the legislative bodies of the interlocal agreement participants.

This letter serves as notification as required under Utah Code 53G-3-301.4(5)(b)(i)(B).

Sincerely,



Aaron R. Davidson
Utah County Clerk
100 E Center Street, Suite 3100
Provo, UT 84606
aarond@utahcounty.gov

Petition / Referendum Receipt



1 Organization: Interlocal Agreement with ^{city of} Saratoga Springs Eagle Mountain city Fairfield TOWN

2 Submitted by: Nicolette Filce, Saratoga Springs City Recorder

3 Phone number: 801-766-9793

4 Email: nfilce@saratogasprings-ut.gov

5 Total Packets Received:

6 Estimated total of Signatures:

7 List of Packet numbers received:

Table with 9 columns and 8 rows for listing packet numbers received.

Signature of office staff: Camrin Castroll

Received date and time stamp: RECEIVED APR 30 2024 @ 9:02 AM

REQUEST TO INITIATE SCHOOL DISTRICT CREATION PROCESS

Eagle Mountain City, the City of Saratoga Springs, and the Town of Fairfield (collectively the “Participants”) hereby file this Request to Initiate School District Creation Process (the “Request”) with the Utah County Clerk pursuant to Utah Code Sections 53G-3-301 and 53G-3-301.4.

WHEREAS, the Participants 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 entity.

WHEREAS, pursuant to Utah Code Ann. § 53G-3-301, in order to make such improvements, the Participants have determined to create a new school district throughout the contiguous area of the incorporated limits of each entity, the Towns of Fairfield and Cedar Fort, and certain unincorporated areas west of Utah Lake, which new school district boundaries will not result in any geographically isolated areas.

WHEREAS, a feasibility study was conducted by MGT Education to meet the requirements under Utah Code Ann. § 53G-3-301.4(7)(b).

WHEREAS, the Participants desire to cooperate in obtaining voter approval for the creation of a new school district (hereinafter “District”) pursuant to Utah Code Ann. § 53G-3-301.4, which proposed District boundaries are shown in the attached Exhibit A.

WHEREAS, the combined population of the Participants constitutes at least 80 percent of the total population of the District in compliance with Utah Code Ann. § 53G-3-301.4(2)(a)(ii).

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

WHEREAS, the Participants entered into an interlocal cooperation agreement (the “Agreement”) effective May 1, 2024 for the purpose of initiating the creation of a new school district and in accordance with the terms of Utah Code Chapter 11-13 and Utah Code Sections 53G-3-301 and 53G-3-301.4, which is attached to this Request as Exhibit B.

WHEREAS, the County Clerk is to process this Request in accordance with Utah Code Sections 53G-3-301 and 53G-3-301.4 effective on May 1, 2024.

NOW, THEREFORE, the Participants hereby file this Request with the Utah County Clerk for the purpose of initiating the creation of the District.

SECTION 1

The following members of the governing bodies of each municipality are making the Request:

1.1 Eagle Mountain City

1.1.1 Tom Westmoreland
3308 East Golden Eagle Road
Eagle Mountain, UT 84005

1.1.2 Donna Burnham
1407 East Hawk Way
Eagle Mountain, UT 84005

1.1.3 Melissa Clark
7436 North Lewis Street
Eagle Mountain, UT 84005

1.1.4 Jared Gray
8775 North Cedar Pass Road
Eagle Mountain, UT 84005

1.1.5 Rich Wood
4602 East Ponderosa Way
Eagle Mountain, UT 84005

1.1.6 Brett Wright
8326 North Cedar Drive
Eagle Mountain, UT 84005

1.2 City of Saratoga Springs

1.2.1 Jim Miller
493 Rolling Sage Way
Saratoga Springs, UT 84045

1.2.2 Audrey Barton
1911 North Trellis Place
Saratoga Springs, UT 84045

1.2.3 Christopher Carn
191 East Cameron Drive
Saratoga Springs, UT 84045

1.2.4 Michael McOmber
1767 South Centennial Boulevard
Saratoga Springs, UT 84045

1.2.5 Lance Wadman
608 West Canteloupe Court
Saratoga Springs, UT 84045

1.2.6 Stephen Willden
1883 North Goldenrod Way
Saratoga Springs, UT 84045

1.3 Town of Fairfield

1.3.1 Hollie McKinney
99 North 430 East
Fairfield, UT 84013

1.3.2 Richard Cameron
103 East Main Street
Fairfield, UT 84013

1.3.3 R. Leland Panek
56 North 200 East
Fairfield, UT 84013

1.3.4 Tyler Thomas
59 North 200 East
Fairfield, UT 84013

1.3.5 Michael Weber
27 East 75 North
Fairfield, UT 84013

SECTION 2

The District shall run for the contiguous area of Saratoga Springs, Eagle Mountain, Fairfield, Cedar Fort, and all the incorporated limits of ASD west of Utah Lake leaving the remaining boundaries of ASD contiguous, which will leave no isolated portion. A more precise map of the proposed District is shown as Exhibit A. The District shall be entirely contained within the geographical areas shown in Exhibit A and shall not cross county lines. New properties annexed into Saratoga Springs, Eagle Mountain, Fairfield, and Cedar Fort shall automatically be annexed into the District in accordance with state law.

SECTION 3

The following individuals shall be the sponsors of the Request:

Christopher Carn – Contact Sponsor
1307 North Commerce Drive
Saratoga Springs, UT 84045
(385) 258-3461

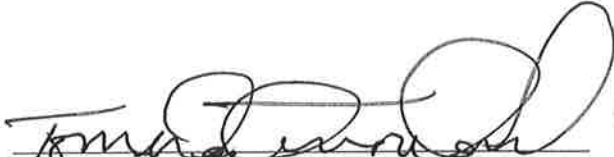
Jim Miller
1307 North Commerce Drive
Saratoga Springs, UT 84045
(385) 505-6301

Tom Westmoreland
1650 Stagecoach Run
Eagle Mountain, UT 84005
(801) 564-9342

Jared Gray
1650 Stagecoach Run
Eagle Mountain, UT 84005
(801) 789-6600

Hollie McKinney
PO Box 271
Cedar Valley, UT 84013
(801) 766-3509

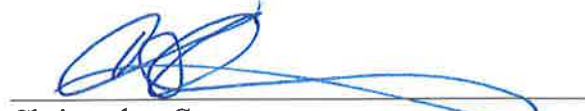
[SIGNATURE PAGE TO FOLLOW]


Tom Westmoreland

Dated: 4-29-2024


Hollie McKinney


Dated: 4-29-2024


Christopher Carn

Dated: 4-29-2024


Jim Miller

Dated: 4-29-2024


Jared Gray

Dated: 4-29-24

EXHIBIT A
New District Boundaries

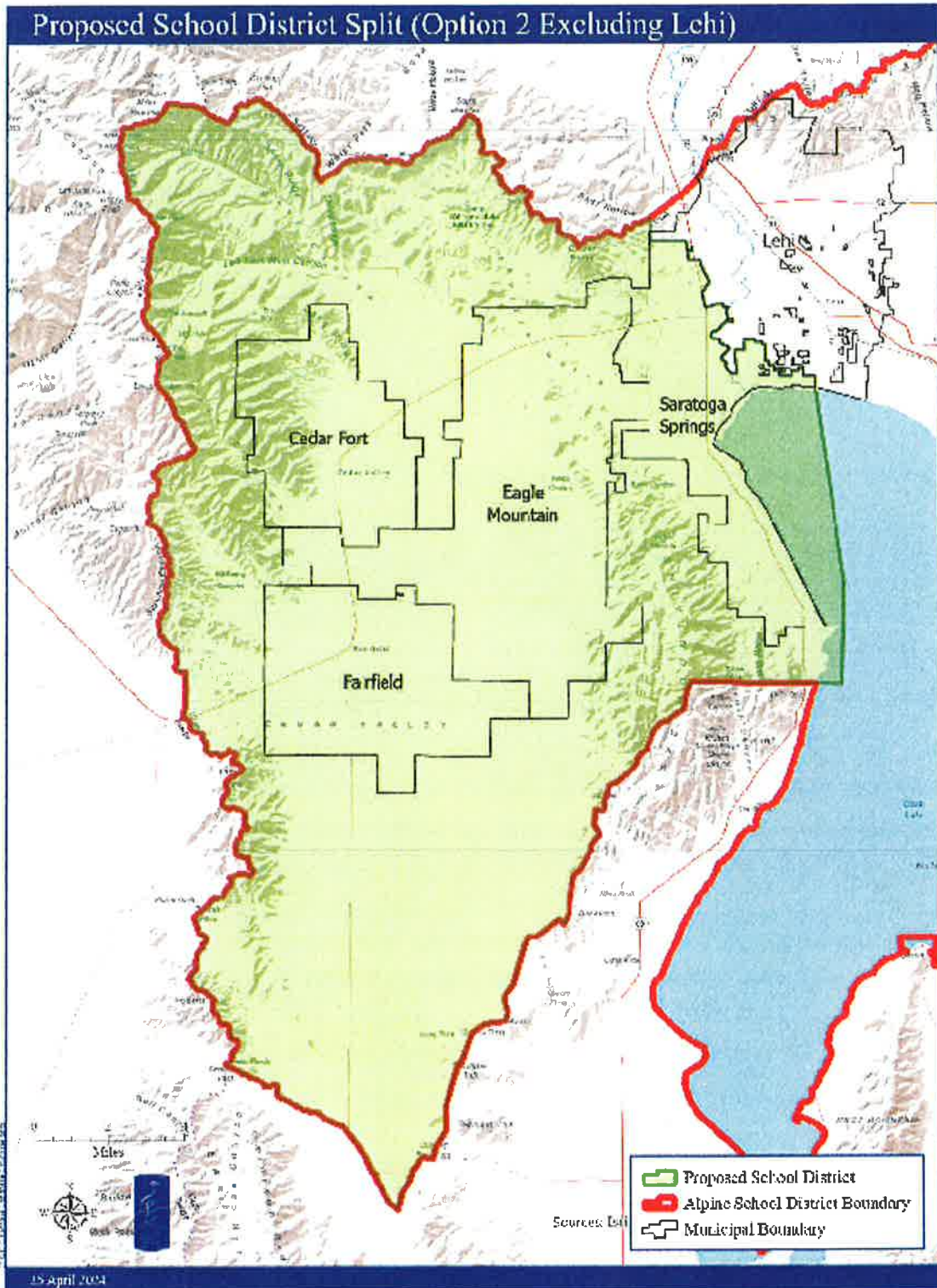


EXHIBIT B
Copy of Interlocal Agreement

**INTERLOCAL AGREEMENT FOR THE CREATION OF A SCHOOL DISTRICT
BETWEEN THE CITY OF SARATOGA SPRINGS, EAGLE MOUNTAIN CITY, AND
FAIRFIELD TOWN**

This *Interlocal Agreement* (hereinafter “Agreement”) is entered into by and between Eagle Mountain City, Utah (hereinafter “Eagle Mountain”), the City of Saratoga Springs, Utah (hereinafter “Saratoga Springs”), and Fairfield, Utah (collectively the “Parties”), pursuant to the State of Utah’s Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq.

This Agreement shall be effective as of May 1, 2024 (hereinafter “Effective Date”). The Parties shall cooperate together diligently to ensure that each of the following has been completed as of May 1, 2024: (1) each party has affixed 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 hereto 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 entity.

1.2. WHEREAS, pursuant to Utah Code Ann. § 53G-3-301, 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 entity, the Towns of Fairfield Town and Cedar Fort, and certain unincorporated areas west of Utah Lake, 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-3-301.4(7)(b).

1.4. 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-3-301.4, which proposed District boundaries are shown in the attached Exhibit A.

1.5. WHEREAS, the combined population of the Parties constitutes at least 80 percent of the total population of the District in compliance with Utah Code Ann. § 53G-3-301.4(2)(a)(ii).

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

Section 2. Terms of Agreement.

2.1. Pursuant to Utah Code Ann. § 53G-3-301.4, 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 began a feasibility study with MGT Education related to the reconfiguration of Alpine. This feasibility satisfies the requirements under Utah Code Ann. § 53G-3-301.4(7)(b) in order to allow the Parties to submit the proposal to Utah County.

2.3. The District shall run for the contiguous area of Saratoga Springs, Eagle Mountain, Fairfield, Cedar Fort, and all the incorporated limits of Alpine west of Utah Lake leaving the remaining boundaries of Alpine contiguous, which will leave no isolated portion. A more precise map of the proposed District is shown as Exhibit A. The District shall be entirely contained within the geographical areas shown in Exhibit A and shall not cross county lines. New properties annexed into Saratoga Springs, Eagle Mountain, Fairfield, and Cedar Fort shall automatically be annexed into the District in accordance with state law.

2.4. Pursuant to Utah Code Ann. § 11-13-207, the Parties appoint the Saratoga Springs City Manager as the administrator of the interlocal agreement.

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 submitting a request to Utah County for the creation of the District, designating sponsors of the request, providing for a public comment period, holding public hearings, taking a final vote on the creation of the District, and cooperating with Utah County in submitting the matter for voter approval.

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 party 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 if any claim of liability is the result of some negligent, grossly negligent, intentional, or unethical act or inaction attributable to the other 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 either 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 the either 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 Eagle Mountain City:

Attn: Steve Mumford
1650 Stagecoach Run
Eagle Mountain, UT 84005
smumford@emcity.org

To the City of Saratoga Springs:

Attn: Mark J. Christensen
1307 N. Commerce Drive, Suite 100
Saratoga Springs, UT 84045
markc@saratogasprings-ut.gov

To Fairfield Town:

Attn: Hollie McKinney
PO Box 271
Cedar Valley, UT 84013
mayor@fairfieldtown.org

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 said 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.

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

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 hereto 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 hereto 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.

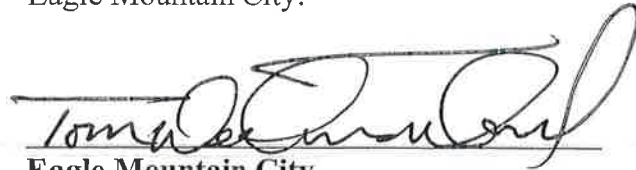
All agreements, covenants, representations and warranties – express or implied, oral or written – of the Parties concerning the subject matter hereof are contained solely in this Agreement. No other agreements, covenants, representations, or warranties – express or implied, oral or written – have been 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.

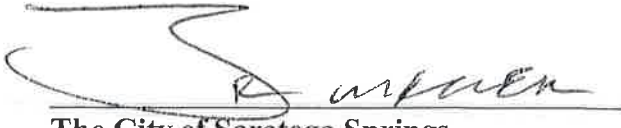
[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, Eagle Mountain, Saratoga Springs, and Fairfield voluntarily enter into this Agreement, as evidenced by affixing their respective signatures below.

Eagle Mountain City:

Saratoga Springs:





Eagle Mountain City
By: Tom Westmoreland
Its: Mayor

The City of Saratoga Springs
By: Jim Miller
Its: Mayor

Dated: 4-29-2024

Dated: 4-29-2024

Attest:

Attest:


Fionnuala B. Kofoed, MMC, City Recorder


Nicolette Fike, City Recorder

Dated: 4/29/2024

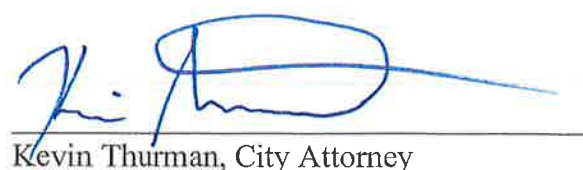
Dated: 4-29-2024



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

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


Marcus Draper, City Attorney


Kevin Thurman, City Attorney

Fairfield Town:



Fairfield Town

By: Hollie McKinney

Its: Mayor

Dated: 4-29-2024

Attest:



Stephanie Shelley, Town Recorder

Dated: April 29, 2024

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



Larry Jenkins, Town Attorney



Resolution #2024-12 A Resolution of Fairfield Town, Utah, Approving an Interlocal Agreement between the City of Saratoga Springs, Eagle Mountain City, and Fairfield Town for the creation of a school district.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

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 entity; and

WHEREAS, pursuant to Utah Code Ann. § 53G-3-301(2024), 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 Saratoga Springs, Eagle Mountain, Fairfield, Cedar Fort, and certain unincorporated areas west of Utah Lake, which new school district boundaries will not result in any geographically isolated areas; and

WHEREAS, a feasibility study was conducted by MGT Education to meet the requirements under Utah Code Ann. § 53G-3-301.4(7)(b)(2024); and

WHEREAS, the Parties desire to cooperate in obtaining voter approval for the creation of a new school district pursuant to Utah Code Ann. § 53G-3-301.4(2024); and

WHEREAS, the combined population of the Parties constitutes at least 80 percent of the total population of the District in compliance with Utah Code Ann. § 53G-3-301.4(2)(a)(ii)(2024); and

WHEREAS, pursuant to the Utah Code, the Parties intend to end their relationship with Alpine School District and create the new district; and

WHEREAS, no interlocal entity is being created by the Agreement; and

WHEREAS, the Town Attorney has reviewed the Agreement and has determined that the Agreement meets the requirements of the Interlocal Cooperation Act; and

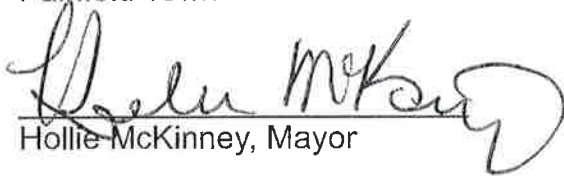
WHEREAS, the Agreement will further the health, safety, and welfare of Town residents by allowing for the joint and cooperative action for these services.

NOW THEREFORE BE IT RESOLVED by the Town Council of Fairfield Town, Utah as follows:

1. That it hereby approves the Interlocal Agreement for the creation of a school district between the City of Saratoga Springs, Eagle Mountain City, and Fairfield Town ("Agreement") attached as Exhibit "A."
2. The Staff for Fairfield Town is hereby directed to file all necessary paperwork with the Utah County Recorder's Office on May 1, 2024, and to ensure all necessary requirements are met as required by Utah Code Chapter 53G-3(2024) et seq. for the creation of a school district by interlocal agreement participants.
3. That the Town Mayor is authorized to sign said Agreement.
3. **This Resolution shall take effect on May 1, 2024.**

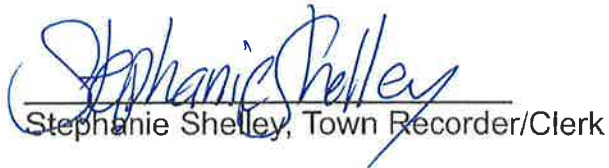
Passed, adopted, and approved this 29th day of April, 2024.

Fairfield Town


 Hollie McKinney, Mayor

RL Panek	Yes <u>RP</u>	No <u> </u>
Tyler Thomas	Yes <u>TT</u>	No <u> </u>
Richard Cameron	Yes <u>RSC</u>	No <u> </u>
Michael Weber	Yes <u>W</u>	No <u> </u>

Attest:


 Stephanie Shelley, Town Recorder/Clerk

(Seal)



RESOLUTION R - 17 - 2024

A RESOLUTION OF EAGLE MOUNTIAN CITY, UTAH, APPROVING AN INTERLOCAL AGREEMENT BETWEEN EAGLE MOUNTAIN CITY, UTAH, THE CITY OF SARATOGA SPRINGS AND FAIRFIELD TOWN FOR THE CREATION OF A SCHOOL DISTRICT

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

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 entity; and

WHEREAS, pursuant to Utah Code Ann. § 53G-3-301(2024), 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 Saratoga Springs, Eagle Mountain, Fairfield, Cedar Fort, and certain unincorporated areas west of Utah Lake, which new school district boundaries will not result in any geographically isolated areas; and

WHEREAS, a feasibility study was conducted by MGT Education to meet the requirements under Utah Code Ann. § 53G-3-301.4(7)(b)(2024); and

WHEREAS, the Parties desire to cooperate in obtaining voter approval for the creation of a new school district pursuant to Utah Code Ann. § 53G-3-301.4(2024); and

WHEREAS, the combined population of the Parties constitutes at least 80 percent of the total population of the District in compliance with Utah Code Ann. § 53G-3-301.4(2)(a)(ii)(2024); and

WHEREAS, pursuant to the Utah Code, the Parties intend to end their relationship with Alpine School District and create the new district; and

WHEREAS, no interlocal entity is being created by the Agreement; and

WHEREAS, the City Attorney has reviewed the Agreement and has determined that the Agreement meets the requirements of the Interlocal Cooperation Act; and


WHEREAS, the Agreement will further the health, safety, and welfare of City residents by allowing for the joint and cooperative action for these services.

NOW THEREFORE BE IT RESOLVED by the City Council of Eagle Mountain City, Utah as follows:

1. That it hereby approves the Interlocal Agreement for the creation of a school district between Eagle Mountain City, the City of Saratoga Springs and Fairfield Town (“Agreement”) attached as Exhibit “A.”
2. Eagle Mountain City Staff is hereby directed to file all necessary paperwork with the Utah County Recorder’s Office on May 1, 2024, and to ensure all necessary requirements are met as required by Utah Code Chapter 53G-3(2024) et seq. for the creation of a school district by interlocal agreement participants.
3. That the Mayor is authorized to sign said Agreement.
3. This Resolution shall take effect on May 1, 2024.

Passed, adopted and approved this 29th day of April, 2024.

EAGLE MOUNTAIN CITY



Tom Westmoreland, Mayor

ATTEST:



Fionnuala B. Kofoed, MMC
City Recorder



RESOLUTION R24-28 (4-29-24)

**A RESOLUTION OF THE CITY OF SARATOGA SPRINGS, UTAH
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
OF SARATOGA SPRINGS, EAGLE MOUNTAIN CITY, AND FAIRFIELD
TOWN FOR THE CREATION OF A SCHOOL DISTRICT**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

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 entity; and

WHEREAS, pursuant to Utah Code Ann. § 53G-3-301(2024), 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 Saratoga Springs, Eagle Mountain, Fairfield, Cedar Fort, and certain unincorporated areas west of Utah Lake, which new school district boundaries will not result in any geographically isolated areas; and

WHEREAS, a feasibility study was conducted by MGT Education to meet the requirements under Utah Code Ann. § 53G-3-301.4(7)(b)(2024); and

WHEREAS, the Parties desire to cooperate in obtaining voter approval for the creation of a new school district pursuant to Utah Code Ann. § 53G-3-301.4(2024); and

WHEREAS, the combined population of the Parties constitutes at least 80 percent of the total population of the District in compliance with Utah Code Ann. § 53G-3-301.4(2)(a)(ii)(2024); and

WHEREAS, pursuant to the Utah Code, the Parties intend to end their relationship with Alpine School District and create the new district; and

WHEREAS, no interlocal entity is being created by the Agreement; and

WHEREAS, the City Attorney has reviewed the Agreement and has determined that the Agreement meets the requirements of the Interlocal Cooperation Act; and

WHEREAS, the Agreement will further the health, safety, and welfare of City residents by allowing for the joint and cooperative action for these services.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Saratoga Springs, Utah as follows:

1. That it hereby approves the Interlocal Agreement for the creation of a school district between the City of Saratoga Springs, Eagle Mountain City, and Fairfield Town (“Agreement”) attached as Exhibit “A.”
2. The Staff for the City of Saratoga Springs is hereby directed to file all necessary paperwork with the Utah County Recorder’s Office on May 1, 2024, and to ensure all necessary requirements are met as required by Utah Code Chapter 53G-3(2024) et seq. for the creation of a school district by interlocal agreement participants.
3. That the City Mayor is authorized to sign said Agreement.
3. This Resolution shall take effect on May 1, 2024.

Passed, adopted and approved this 29th day of April, 2024.

City of Saratoga Springs


Jim Miller, Mayor

Attest:


City Recorder



5/7/24

To: Aaron R Davidson -
Utah County Clerk

I hope this letter finds you well. As the Mayor of Cedar Fort, it is my duty to ensure the prosperity and well-being of our town and its residents. With that in mind, I am writing to address an important matter that directly impacts our community.

I am pleased to announce that Cedar Fort Town is in full support of the interlocal agreement between Saratoga Springs, Eagle Mountain, and Fairfield cities to split from the Alpine School District and create a new school district. After careful consideration and thorough discussions with our neighboring cities, we believe that this decision is in the best interest of our residents and the future generations of our community.

We understand that the creation of a new school district will bring about changes, but we are confident that these changes will ultimately lead to a more efficient and effective educational system for our children. By having a more localized control over our schools, we can better address the unique needs and priorities of our community.

Furthermore, this agreement demonstrates the power of collaboration and cooperation among neighboring cities. By working together, we can achieve great things for our communities and ensure a bright future for all.

I encourage all residents of Cedar Fort to support this interlocal agreement and join us in our commitment to providing the best possible education for our children. Together, we can build a stronger and more prosperous Cedar Fort.

Thank you for your dedication to our town.

Sincerely,



Wyatt Cook
Mayor of Cedar Fort