

PUBLIC NOTICE IS HEREBY GIVEN THAT

The Town Council of Fairfield, Utah

Shall hold a Work/Regular Session Meeting

On September 11, 2024 @ 6:00 P.M.

At the Town Office 103 East Main Street Fairfield, Utah

Work Session Agenda

- 1) Call to Order and Roll Call
- 2) Open sealed bids for Allen's Ranch Road Waterline Project.
- 3) Discussion and Review of Submitted Bids.
- 4) Adjournment

Regular Meeting Agenda

- 1) Call to Order and Roll Call
- 2) Prayer / Pledge Of Allegiance
- 3) Public Comments (2-minute limit per person): Comments are for any matter not on the agenda and not related to a pending land use application.
- 4) Vote to approve the regular session minutes on August 14, 2024.
- 5) Vote to approve Resolution No. R2024-19 A Resolution Appointing Codi Butterfield as Treasurer of Fairfield Town, Fairfield, Utah.
- 6) Vote to approve Resolution No. R2024-20 Resolution of Fairfield Town, Utah, Approving Interlocal Cooperation Agreement Between Utah County and Saratoga Springs, Eagle Mountain, and Fairfield Cities For the Administration of the 2024 New School District Election.
- 7) Sheriff's Department Update.
- 8) Presentation / Discussion with Barrick Mercur Mine (20 minutes).
- 9) Update and Discussion on Inland Port Authority.
- 10) Planning Commission Update.
- 11) Discussion on Lots on Record Pre-incorporation of Fairfield.
- 12) Update on Bowen Collin's Progress.
- 13) Approval and Discussion on Updating Fairfield's General Plan.
- 14) Vote to approve Resolution No. #2024-021 A Resolution Supporting the Creation of a Utah Inland Port Authority Project Area in Fairfield Town.
- 15) Select a date and process for procurement water line bids.
- 16) Discuss and vote on paying for the Allen Ranch Road Waterline Project.
- 17) Vote to approve Mayor McKinney's begin negotiations with GCBS for the General Plan.

- 18) Discussion on Town Attorney Attendance and Changing Town Council Meeting Dates.
- 19) Discussion on Christmas Event.
- 20) Discussion On Old Business & New Business.
- 21) Adjournment

Join Zoom Meeting
<https://us06web.zoom.us/j/88207250867?pwd=NXBYcnhmaFNCSEdWOVB5NG9WMDgxZz09>

Meeting ID: 882 0725 0867
Passcode: 499981

Certificate Of Posting

The above agenda notice was posted on or before the 10th day of September 2024 at the location of the meeting, Fairfield town office 103 East Main Street Fairfield, UT, and at the Fairfield town website <https://fairfieldtown.org/agendas-minutes/>, and on the Utah state public notice website at <https://www.utah.gov/pmn/index.html>.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Town offices at 801-766-3509.

Date	Stephanie Shelley Town Recorder/Clerk
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Resolution No. R2024-19 A Resolution Appointing Codi Butterfield as Treasurer of Fairfield Town, Fairfield, Utah.

Date: September 11, 2024

WHEREAS, Utah Code § 10-3-915 and Fairfield Town Code § 1.1.130.C.1. requires that the town treasurer shall be appointed by the Mayor and approved by the Town Council; and

WHEREAS, Michael Weber resigned his position as Fairfield Town Treasurer effective **September 11, 2024**, leaving the position vacant; and

WHEREAS, such resignation created a vacancy in the position of Fairfield Town Treasurer; and

WHEREAS, Codi Butterfield meets the qualifications required as Fairfield Town Treasurer pursuant to Fairfield Town Code section 1.1.130.C.1.; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and the Town Council of Fairfield Town, that Codi Butterfield is hereby appointed as Fairfield Town Treasurer **effective of the date this resolution is approved**.

This Resolution shall become effective immediately upon passage.

Passed and Adopted this **11th day of September, 2024**.

FAIRFIELD TOWN

Hollie McKinney, Mayor

RL Panek	yes_____no_____
Tyler Thomas	yes_____no_____
Michael Weber	yes_____no_____
Richard Cameron	yes_____no_____

ATTEST:

Stephanie Shelley, Town Recorder/Clerk

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

Resolution No. R2024-19 A Resolution Appointing Codi Butterfield as Treasurer of Fairfield Town, Fairfield, Utah.

Stephanie Shelley
Fairfield Town Recorder/Clerk

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**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND SARATOGA SPRINGS, EAGLE MOUNTAIN, AND FAIRFIELD CITIES
FOR THE ADMINISTRATION OF THE 2024 NEW SCHOOL DISTRICT ELECTION**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Saratoga Springs City, Eagle Mountain City, and Fairfield City, Utah municipalities and political subdivisions of the State of Utah, hereinafter referred to as CITIES.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, 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, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITIES; and

WHEREAS, CITIES have previously entered into an interlocal agreement with surrounding cities for the purpose of the creation of a new school district under Utah Count 53G-3-301.4; and

WHEREAS, CITIES are the sponsors of the request for the creation of a new school district; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, Utah County and CITIES desire to successfully conduct the 2024 CITIES New School District Election; and

WHEREAS, it is to the mutual benefit of both Utah County and CITIES to enter into an agreement providing for the parties’ joint efforts to administer the 2024 CITIES New School

District Election.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2024 CITIES New School District Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITIES. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or

personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2024 CITIES New School District Election. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2024 CITIES New School District Election.

CITIES agrees to pay to Utah County the actual cost of County's administration of the 2024 CITIES New School District Election which cost shall not exceed the estimated costs as contained in Exhibit B, C, D which are attached hereto and by this reference is incorporated herein. CITIES agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITIES will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk of Utah County and with the official keeper of records of CITIES, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or

provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the CITIES Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without

the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, on the dates listed below:

APPROVED AND ADOPTED this ____ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy Clerk

By: _____
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS UTAH COUNTY, UTAH	YEA	VOTE NAY
BRANDON B. GORDON, CHAIR	_____	_____
THOMAS V. SAKIEVICH, COMMISSIONER	_____	_____
AMELIA POWERS GARDNER, COMMISSIONER	_____	_____

Saratoga Springs City

Authorized and passed on the _____ day of _____ 2024.

Mark J. Christensen
Saratoga Springs Manager,

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

Eagle Mountain City

Authorized by Resolution No. _____, authorized and passed on the _____ day of
_____ 2024.

Eagle Mountain Mayor

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

Fairfield City

Authorized by Resolution No. _____, authorized and passed on the _____ day of
_____ 2024.

Fairfield Mayor

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

Exhibit A
2024 New School District Elections
Scope of Work for Election Services
Revised 23 August 2024

Services the City will provide include, but are not limited to:

- Publish Public Notices required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep Interlocal participants and the public up to date and informed on all legal requirements governing the creation of a new school district.
- Thoroughly examine and proof all election programming done for the City New School District Elections.
- Host on the official City web site: a link to or copy of the official reported results as hosted on the County Elections web page, the location of the county-owned ballot drop boxes, and a link to the website for citizens to opt-in to receive ballot alert texts.
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.
- If City elects to use County for preparing, printing, or mailing the Voter Information Pamphlet postcard, City will reimburse County for all associated costs.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous New School District elections.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot printing
- Ballot mailings
- Return postage
- Ballot processing
- Printing optical scan ballots
- Program and test voting equipment
- Program electronic voter register
- Poll Worker recruitment, training, and supervision
- Compensate vote center poll workers
- Delivery of supplies and equipment

- Tabulate and report election results on county website
- Provisional ballot verification
- Update voter history database
- Conduct audits (as required)
- Conduct recounts (as needed)
- Election day administrative support
- Operation of county wide vote centers.
- Provide final, canvass report of Official Election Results. Such results will constitute the final Official Results of the Election.
- Election security
- Ballot drop box services – maintain, lock and unlock boxes, and collect ballots.
- Accept arguments in favor of and against ballot proposition (including rebuttal arguments) as required under Utah Code 20A-7-402(3)
- If requested, provide services for preparing, printing, and mailing Voter Information Pamphlet postcards.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B, C, and D.

In the event of a state or county special election being held in conjunction with a New School District election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

The City acknowledges that this Interlocal Agreement relates to a New School District ballot and election and as required by state statute, the County Clerk is the Election Officer.

2024 General Elections

Exhibit B

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

Saratoga Springs

Election		11/5/2024	Not to exceed \$.75 per voter per election	
	Active Registered House holds		\$0.52	
General		12187	\$	6,337.24
		Estimated Cost as of 8/27/2024	\$	6,337.76

2024 General Elections

Exhibit C

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

Eagle Mountain

Election		11/5/2024	Not to exceed \$.75 per voter per election	
	Active Registered House holds		\$0.52	
General		12654	\$	6,580.08
		Estimated Cost as of 8/27/2024	\$	6,580.60

2024 General Elections

Exhibit D

Active Voters per house hold for billing purposes, will be calculated 11 days before each Election Day

Fairfield Town

Election		11/5/2024	Not to exceed \$.75 per voter per election	
	Active Registered House holds		\$0.52	
General		64	\$	33.28
		Estimated Cost as of 8/27/2024	\$	33.80

Resolution No. R2024-20 Resolution of Fairfield Town, Utah, Approving Interlocal Cooperation Agreement Between Utah County and Saratoga Springs, Eagle Mountain, and Fairfield Cities For the Administration of the 2024 New School District Election

Date: September 11, 2024

WHEREAS, pursuant to the provision of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, Fairfield Town and Utah County (“the parties”) desire to work together to successfully conduct the 2024 of Proposition 14 General (November 5) elections, and

WHEREAS, it is to the mutual benefit of the parties to enter into an agreement providing for the parties’ joint efforts to administer the 2024 of Proposition 14 as outlined in the attached Interlocal Agreement, and

WHEREAS, the Fairfield Town Council has reviewed the attached Interlocal Agreement.

NOW THEREFORE, be it resolved by the Fairfield Town Council that:

- 1. The attached Interlocal Agreement with Utah County is hereby approved; the Mayor is authorized to sign said agreement.
- 2. This resolution shall take effect immediately upon passage.

Passed this 11th day of September, 2024

FAIRFIELD TOWN

Hollie McKinney, Mayor

RL Panek	yes_____no_____Abstain_____
Tyler Thomas	yes_____no_____Abstain_____
Michael Weber	yes_____no_____Abstain_____
Richard Cameron	yes_____no_____Abstain_____

ATTEST:

Stephanie Shelley, Town Recorder/Clerk

(Seal)

FAIRFIELD TOWN

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, Stephanie Shelley, Town Recorder of Fairfield Town, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of a resolution passed by the Town Council of Fairfield Town, Utah, on the 12th day of June 2024.

Resolution No. R2024-20 Resolution of Fairfield Town, Utah, Approving an interlocal cooperation agreement between Utah County and the Town of Fairfield for the administration of the 2024 new school district election.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Fairfield Town, Utah, **this 11th day of September 2024.**

_____,
Stephanie Shelley
Fairfield Town Recorder/Clerk

(SEAL)

Fairfield - CAD Stats - August 2024

Officer Generated

ABAND VEHICLE	1
CITIZEN CONTACT	3
EXTRA PATROL	4
FOLLOWUP	1
TRAFFIC STOP	5
Grand Total	14

Public Generated

ANIMAL COMP	1
FIRE BRUSH	1
FOLLOWUP	1
SUSPICIOUS	1
VIN INSPECT	1
Grand Total	5