

## NOTICE & AGENDA

Notice is hereby given that the City Council of Elk Ridge will hold a regular **City Council Meeting on Tuesday, November 20, 2007, at 7:00 PM, to be preceded by a City Council work Session at 6:00 PM.**

The meetings will be held at the Elk Ridge City Hall, 80 E. Park Drive, Elk Ridge, Utah.

**6:00 PM**

### **CITY COUNCIL WORK SESSION**

1. City Insurance – Matt Spencer & Utah Local Govt. Trust – Nelson Abbott

**7:00 - PM**

### **REGULAR COUNCIL MEETING AGENDA ITEMS:**

Opening Remarks and Pledge of Allegiance Invitation

Approval/Agenda Time Frame

7:05 Public Forum:

\*Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by the group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the Mayor or City Council.

7:15 2. Canvass of 2007 General Election

7:30 3. Elk Ridge Meadows PUD, Phase 3 / Addendum to Annexation Development Agreement – Mayor Dunn

7:45 4. Employee Performance Based Bonuses – Recommendation/Mayor Dunn

8:00 5. Re-schedule City Council Meeting on November 27, 2007, @ 6:00 PM (Bond Resolutions)

8:05 6. Approval of Minutes of Previous Meetings

8:10 7. Expenditures:

General:

A. City Hall Furnace Replacement – Mayor Dunn

Adjournment

\*Handicap Access, Upon Request. (48 Hours Notice)

The times that appear on this agenda may be accelerated if time permits. All interested persons are invited to attend this meeting. Dated this 16h day of November, 2007

  
City Recorder

### **CERTIFICATION**

I, the undersigned, duly appointed and acting City Recorder for the municipality of Elk Ridge, hereby certify that a copy of the Notice of Agenda was faxed to the Payson Chronicle, 145 E Utah Ave, Payson, Utah, and mailed to each member of the Governing Body on November 16, 2007.

  
City Recorder





**ELK RIDGE  
CITY COUNCIL MEETING  
November 20, 2007**

**TIME & PLACE  
OF MEETING**

This Special Meeting of the Elk Ridge City Council, was scheduled for **Tuesday, November 20, 2007, at 7:00 PM.** It was preceded by a **City Council Work Session, at 6:00 PM.**

All interested persons were invited to be heard.

The meetings were held at the Elk Ridge City Hall, 80 East Park Drive, Elk Ridge, Utah.

Notice of the time, place and Agenda of these Special Council Meetings & Public Hearing, was provided to the Payson Chronicle, 145 E Utah Ave, Payson, UT, and to the members of the Governing Body, on November 16, 2007.

**6:00 PM**

**CITY COUNCIL WORK SESSION**

**ROLL**

*Mayor:* Dennis A. Dunn; *City Council:* Alvin Harward, Raymond Brown, Nelson Abbott & Mary Rugg (Absent: Mark Johnson); *Council Elect:* Julie Haskell, Derrek Johnson & Sean Roylance; *Planning Commission:* Shawn Eliot & Sean Roylance; *Public:* Matt Spencer; and *City Recorder:* Janice H. Davis

**CITY INSURANCE**

Nelson Abbott: Councilmember Abbott has been handling the negotiations with Matt Spencer and the Utah Local Governments Trust (ULGT) regarding City Employee Insurance packages.

ULGT sent over a comparison of insurance proposals: the comparison is between PEHP (current City insurance), IHC & Select Med Plus. PEHP still remains the best deal with the best rates. The hospital in the south end of Utah County (Payson Hospital) is not an IHC Hospital and would not be available to the City's employees. He recommends that this be taken into consideration when the Council makes a decision regarding health insurance for the employees.

The closest IHC Hospital is Utah Valley (Provo).

PEHP is projecting a 6.5% rate increase, which seems low...usually the rate increases are in the "double digits".

The comparison between Select Med and IHC...they are both IHC...and the difference is not necessarily in what is offered, but in the deductible.

Raymond Brown: The difference he found was that Select Med seemed to have fewer providers available to the insured.

Mary Rugg: Councilmember Rugg feels it is very important to consider what the effect will be on the employees as far as who they see as physicians. It is difficult to change doctors.

Nelson Abbott: It will actually not be the primary care physician, but the specialist that would be affected.

PEHP will cover health and dental insurance..."Vision" and "Life" will remain through the ULGT.

MET Life was also considered, but not the recommended insurance.

Emergency Room visits are also affected.

ULGT was given the opportunity to come to the Meeting, but they could not attend.

Matt Spencer: (Broker with Association Health Plans) Mr. Spencer brought proposals from BlueCross BlueShield and from Regence; as compared to PEHP.

His handout would have been in the form of a Power Point Presentation, but he simply gave out the hard copies of his information.

"Health Insurance Evaluation 2008:

*Objectives:*

- Evaluate current health insurance
- Determine if beneficial to move
- Better understanding of choices available
- Medium-run projection

*Methods:*

- Ran proposals from other carriers
  - Altius
  - BlueCross
  - Select Health
- Proposals not returned but run
  - United Health Care
- Proposals not run
  - Humana
  - Aetna
  - All others

*What we found:*

- Current rates with PEHP on Summit Care are competitive
- PEHP network selection excellent
- PEHP product selection adequate
  - Could improve on matching competitor's product selection

*Association Health Plans Recommendations:*

- Short-run
  - Higher deductible
  - PTP Account
  - HRA Account
- Medium-run
  - Continue to relationship with Association Health Plans for future evaluations

*What is an HAS?*

- A class of major medical health plans that meet certain Federal guidelines are called Qualified High Deductible Health Plans (QHDHP)
- HAS plans are designed to shift front end cost to employees
- Exposure to risk is not compromised for the employee

*Choices for employees reviewed such things as "Money Flow with PPO", Money Flow with HAS, Costs, Added Value – Service, Major Medical Event & Freedom to Choose"*

To go direct with Altius, there would be a 24% rate increase...when out of the pool, the City would stand on its own.

Nelson Abbott: After review of the handout and further discussion, Councilmember Abbott's recommendation was to stay with PEHP, renew with them directly...but a decision does not have to be made this night, so consideration can be given to the various option and voted on at a later date. There is still some information needed from Altius.

He also feels that, in the future, the City should consider a HRA or HAS, depending on where the City is at the time. There is another type of account that builds the investment and the employee can take the investment with him/her at the time of retirement (this type is building in popularity right now).

\*Action will be taken on this at the Council Meeting on December 11, 2007.

Another suggestion was made to have Matt Spencer as the City's Broker for the City's Insurance and advisor. The Council agreed with this idea.

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CITY COUNCIL MEETING  
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**7:00 - PM**

**REGULAR CITY COUNCIL MEETING AGENDA ITEMS**

**ROLL**

*Mayor:* Dennis A. Dunn; *City Council:* Alvin Harward, Raymond Brown, Nelson Abbott & Mary Rugg (Absent: Mark Johnson); *Council Elect:* Julie Haskell, Derrek Johnson & Sean Roylance; *Planning Commission:* Shawn Eliot & Sean Roylance; *Public:* Matt Spencer; and *City Recorder:* Janice H. Davis

**OPENING REMARKS  
& PLEDGE OF  
ALLEGIANCE**

An Invocation was offered by Jan Davis; and Mayor Dunn led those present in the Pledge of Allegiance, for those willing to participate.

**AGENDA TIME  
FRAME**

**MOTION WAS MADE BY RAYMOND BROWN AND SECONDED BY ALVIN HARWARD TO  
APPROVE THE AGENDA TIME FRAME**

**VOTE: YES (4)                      NO (0)                      ABSENT (1) MARK JOHNSON**



PUBLIC FORUM

Alvin Harward: Congratulated the newly elected Councilmembers for being elected and for being present at the Meeting.  
City Recorder: Complimented the out-going City Councilmembers and commented what a great Council they have been to work with.  
Mayor Dunn: Most public officials do not know of the great accomplishments made by Councilmembers. It is important for the in-coming Council to be aware of their duties. These people did their job and most people will never know of their dedication. It is difficult to step I into the arena of public service and he encourages them to attend the Utah League's training session for newly elected officials...it is excellent; the City will pay for their attendance.  
Raymond Brown: Shared an experience that taught him that pleasing everyone is impossible. Doing what is right is what is important, regardless of the lack of recognition. Having new people in positions brings fresh perspective.  
Mayor Dunn: It would be nice if all citizens would have to spend a year in public service.

CANVASSING  
ELECTION RETURNS

**CITY COUNCIL CANVASS OF 2007 GENERAL ELECTION RETURNS**

City Recorder: Utah County covered the General Election this year; due to the Referendum No. 1 being on the ballot. It was difficult to get the updated Election Returns; they did not come in until the day before the Council Meeting (11-19-07). The Returns did not come in the usual form of information to check over; the reports are the summaries of the work performed by the County. The Council's canvassing is actually a stamp of approval on the results provided by the County Election's Office/Auditor's Office.

Some of the cities in the County have had problems with the poll numbers matching the totals on the official Returns; Elk Ridge is not one of those cities. The polling numbers match the numbers on the Returns. Although the votes between certain Candidates were close, none of the Candidates want to challenge the count.

(Page 1 of 3) "Turn Out" The one vote counted as "In-Office" seemed to throw the Provisional ballots off; but in speaking to the Elections Office, the City Recorder was informed that the Monday before the Election, if voters come in to vote, that is considered an "In-Office" vote; there were some new workers at the County and they placed those votes in Provisional envelopes. They had 15 Provisional envelopes, but when they broke the votes down, they discovered that one was an "In-Office" vote.

**(Summary Report)**

1. Citizens State Referendum Number 1:

• Number of Precincts:	2
• Precincts Reporting	2 (100.0 %)
• Vote For	1
• Total Votes	659
<b>FOR</b>	365 (55.39%)
<b>AGAINST</b>	294 (44.61%)

2. Elk Ridge Council:

• Number of Precincts	2
• Precincts Reporting	2 (100.0%)
• Vote For	3
• Total Votes	1,796

KEVIN C. HANSBROW	267 (14.87%)
ALVIN L. HARWARD	263 (14.64%)
<b>JULIE HASKELL</b>	273 (15.20%)
DENNIS G. JACOBSON	257 (14.31%)
<b>DERREK M. JOHNSON</b>	290 (16.15%)
<b>SEAN ROYLANCE</b>	431 (24.00%)
Write-in Votes	15 (0.84%)

**MOTION WAS MADE BY ALVIN HARWARD AND SECONDED BY RAYMOND BROWN TO ACCEPT THE INFORMATION PROVIDED BY UTAH COUNTY AS THE OFFICIAL ELECTION RETURNS OF THE 2007 GENERAL MUNICIPAL ELECTION, HELD ON NOVEMBER 6, 2007**  
**VOTE: YES (4) NO (0) ABSENT (1) MARK JOHNSON**

ELK RIDGE  
MEADOWS PUD,  
PHASE 3 –  
ADDENDUM TO  
ANNEXATION  
DEVELOPMENT  
AGREEMENT

Mayor Dunn: (Copies of the proposed "Addendum" provided to the Council)

There has been some interesting discussion regarding Phase 3 and Nebo School District:

The previous week the Mayor had received a fax with this proposed Addendum. As he read through it, he found many areas of concern (which he high-lighted).

1. The School District said they would not [purchase the property from Randy Young unless it is sold as just one large lot. The legal counsel for the School District connected with David Church to work out this issue.

2. The Addendum was written by the School District:

Concern: Mr. Young wants to count some of the School's playground area as "Open Space".

Mr. Eliot (Planner) reported that the School District was considering backing out of the deal completely; then the Mayor spoke to the Real Estate Broker for the School District (Eric Allen) and he said that the State governs School Districts differently, in that they are not bound by "Restrictions" (meaning development restrictions). (Paragraph2, last sentence): "Notwithstanding the foregoing, this obligation to contribute the above amount for Water System Improvements shall not be construed in any way as to obligate or commit the School District to construct a school or other facility on the School Property, or prohibit the School District from subsequently selling the School means that that open space could be in jeopardy in the future. The Mayor contacted the City Attorney and the City Planner and wanted to set up a meeting with the legal counsel for the School District, the City Attorney, the Assistant Superintendent, Randy Young and the Mayor (perhaps Eric Allen); at the School District's Offices. This issue is to be discussed.

Mayor Dunn spoke to Randy Young the previous afternoon here in the Mayor's Office.

The Mayor's opening comment to Mr. Young: The open space you want to count may be in jeopardy because the School claims the right to sell this property to a third-party with no restrictions. What that does to his project: The overall project would be short open space. The Mayor mentioned that the easiest solution would be if Mr. Young re-assessed the open space without the School Property.

Further complications:

A map that Mr. Young submitted to the Mayor indicated open space, including sidewalks, basketball courts, fields, etc. Mr. Young has a contract with the School District that they will maintain and provide the trail through their property. They will also reimburse Mr. Young for ½ of a common road. There would be a temporary turn-around on another road until the School is ready to build and they will install the rest of that road.

Mr. Young has added lots to the over-all project. There are 49.26 acres = 12.32open space; Currently there are 13.33 acres of open space. Mr. Young produced from the City's Code a section (10-14B-12-A) defining a roadway that is more "communal" (no entries to the road) as counting toward open space. Elk Ridge Drive would qualify and could be counted as open space, according to the City's Code.

*(It was later discovered that this was only applicable in Mountain Home Developments, which this project is not.)*

With these calculations, Mr. Young is providing nearly four acres of extra open space. The Mayor is still unsure if a third party could be held accountable for this open space. The State law has yet to be verified...that is what the meeting is about.

Alvin Harward: Mr. Young has already signed a Development Agreement; he cannot just change the Agreement arbitrarily; and the Council does not have to agree to any of the changes. His (Mr. Young's) signature is on the current Development Agreement; he is responsible to do certain things for the City and he can be held to that. If he wants to change it, he has to come to terms with the City. He cannot simply count whatever he wants. He is responsible to provide the upfront Water System money agreed to for this Phase of the PUD.

Raymond Brown: If the School District sells that property, it will be developed; and there will be roads extended into this planned open space area; there will have to be access.

Mayor Dunn: Agrees with Councilmember Harward that the building could be years in the future. His biggest concern is this issue, which he brought up to Mr. Young, to Eric Allen and to the Planner.

The 13 acres of land would be too small for a PUD, it would go with something contiguous Which would be the R-1-12,000 Zoning.

*Discussion of the future of the planned open space.*

Shawn Eliot: Feels the Section referred to regarding roads as open space could be interpreted differently...as in, if it is not being used as roads, it would be used as open space. The section is not clear; roads are typically not considered as open space.

Nelson Abbott & Mary Rugg: See that the wording is unclear.

Shawn Eliot: Recommends consulting with the City Attorney about this.

He did an analysis of the proposed open space: The playground is 1.61 acres...

If this were removed from the calculations, Mr. Young could only add 2 to 4 extra lots to the project. This is the Council's and the Planning Commission's determination as to what is considered open space.

Mr. Young is proposing that the lot for the School District is still a part of his PUD.

Mayor Dunn: We still have to go back to whether or not the School District can be bound by development restrictions; if not, they would not be part of the PUD.

Shawn Eliot: This has gone back through the Planning Commission for Preliminary and the Planning Commission's recommendation was to approve it, with contingencies; although the Planner's recommendation was to table it because of these issues not being resolved.

Mr. Young convinced the Planning Commission that if it were not passed, the School deal would be lost.

Mayor Dunn: Personally, if the School cannot go in on this property, there are other options; Mr. Young would have to take all this out of the equation for open space.

Raymond Brown: Of course, everyone would like to see a school go in there; but he would not want to lose the original concept of all the open space. It is really to Mr. Young's benefit to sell the land to the School District to get his money upfront.

Question: The School District brings its own water rights?

Mayor Dunn: Tony Fuller is to work with the School District on this.

The general consensus of the Council is to not lose the planned-on open space; though they would like to see a school in that location, not at the expense of the open space.

*\*The Mayor will relay these concerns at the planned meeting with legal counsel; particularly regarding:*

- Roads as open space (clarification of wording)
- What restrictions, if any, can the School District be held to?

EMPLOYEE  
PERFORMANCE –  
BASED BONUSES

To discuss certain personnel issues, the Council felt it would be best to move to a Closed Session:

**MOTION WAS MADE BY RAYMOND BROWN AND SECONDED BY ALVIN HARWARD TO MOVE TO A CITY COUNCIL CLOSED SESSION, TO DISCUSS CERTAIN PERSONNEL ISSUES**

**VOTE: YES (4) NO (0) ABSENT (1) MARK JOHNSON**

**CITY COUNCIL CLOSED SESSION**

ROLL CALL

Mayor: Dennis A. Dunn; City Council: Alvin Harward, Raymond Brown, Nelson Abbott & Mary Rugg (Absent: Mark Johnson); The City Recorder excused herself; the meeting was to be recorded digitally.

Discussion of Personnel

**REGULAR CITY COUNCIL MEETING AGENDA ITEMS; CONTINUED**

**MOTION WAS MADE BY ALVIN HARWARD AND SECONDED BY MARY RUGG TO RE-OPEN THE REGULAR SESSION OF THE CITY COUNCIL MEETING**

**VOTE: YES (4) NO (0) ABSENT (1) MARK JOHNSON**

After review of the issues and recommendations from the Mayor, the Council was ready to act upon said recommendations:

**MOTION WAS MADE BY RAYMOND BROWN AND SECONDED BY ALVIN HARWARD THAT AFTER THOROUGH REVIEW OF THE MAYOR'S RECOMMENDATIONS FOR THE PERFORMANCE-BASED BONUSES FOR CITY EMPLOYEES, THAT THE COUNCIL ACCEPTS THOSE RECOMMENDATIONS**

**VOTE (POLL): NELSON ABBOTT-AYE, MARY RUGG-NAY, ALVIN HARWARD-AYE & RAYMOND BROWN-AYE ABSENT (1) MARK JOHNSON**

Passes 3-1

*\*The Mayor will pass those along to the Accounts Payable Clerk.*



RE-SCHEDULE  
CITY COUNCIL  
MEETING

Mayor Dunn: Even though the Meeting scheduled for November 27, 2007, was cancelled and moved to this night of 11-20-07, to Canvass the Election Returns; it is necessary to re-schedule the Meeting on the 27<sup>th</sup> to consider adoption of the Bond Resolutions...this will allow sufficient time to close on the Bonds in time to also close on the purchase of the property for the proposed City Center. This will be the only item on the Agenda for that evening.

It also needs to be decided what amount the Bonds will be for; the parameters set the outside amounts, but what does the Council want to go for?

City Recorder: Tye Burgess (Wells Fargo Bank) will need to relay these amounts to the Bond Attorney, so the proper documents can be drawn up for the closing. Depending on negotiations with Payson City, Hole #7 may or may not be in the equation. Will that alter the amount of the Bond; or will the money be used to develop a park around the City Center (which flatter)?

After discussion:

**MOTION WAS MADE BY ALVIN HARWARD AND SECONDED BY RAYMOND BROWN TO STAY WITH THE PARAMETERS SET BY RESOLUTION AND TO APPROVE 1.5 MILLION DOLLARS FOR THE SALES TAX REVENUE BOND; AND \$500,000.00 FOR THE WATER BOND**

**VOTE (POLL): NELSON ABBOTT-AYE, MARY RUGG-AYE, ALVIN HARWARD-AYE & RAYMOND BROWN-AYE ABSENT (1) MARK JOHNSON**

*Passes 4-0*

**MOTION WASMADE BY RAYMOND BROWN AND SECONDED BY NELSON ABBOTT TO RE-SCHEDULE THE CITY COUNCIL MEETING FOR THE PURPOSE OF CONSIDERING THE ADOPTION OF THE BOND RESOLUTIONS; FOR NOVEMBER 27, 2007, AT 6:00 PM**

**VOTE: YES (4) NO (0) ABSENT (1) MARK JOHNSON**

MINUTES

No minutes available for approval.

EXPENDITURES

*General:*

*A. City Hall Furnace Replacement:*

Mayor Dunn: Corbett Stephens replaced the water heater in the City Hall (it was old and inefficient). He replaced it with instant heaters at each sink location. They are about \$140 each X 2. They are very efficient and results in additional storage capacity in the hall closet. The City also needs a more efficient furnace using natural gas. There is a grant available that will pay for 50% of the upgrades associated with increased efficiency. The Mayor asked Mr. Stephens to see if he could locate a used furnace or a "scratch & dent" one.

Nelson Abbott: Another issue is that this building has central air: there is a coil on top of the unit; will this be upgraded for more efficient use, as well?

If a more efficient furnace is purchased, but in the summer, there could also be a huge savings. This is just for the Office space in the City Hall.

There will also be some duct work that will be associated with this project.

\*Check the "tonnage" and efficiency of the air conditioner as well.

*(Councilmember Abbott's father works for a company that upgrades air conditioners.)*

The furnace can be replaced for about \$1,000.

**MOTION WAS MADE BY RAYMOND BROWN AND SECONDED BY MARY RUGG TO APPROVE \$1,000 TO REPLACE THE CURRENT FURNACE IN THE CITY HALL**

**VOTE (POLL): NELSON ABBOTT-AYE, MARY RUGG-AYE, ALVIN HARWARD-AYE & RAYMOND BROWN-AYE ABSENT (1) MARK JOHNSON**

*Passes 4-0*

ADJOURNMENT

Mayor Dunn adjourned the Meeting at 9:50 PM.



  
City Recorder

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### **6:00 PM      REGULAR COUNCIL MEETING AGENDA ITEMS:**

Opening Remarks and Pledge of Allegiance Invitation

1. CONSIDERATION FOR ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF ELK RIDGE CITY, UTAH (THE "ISSUER") FINALIZING THE TERMS AND CONDITIONS OF THE ISSUANCE AND SALE BY THE ISSUER OF ITS SALES AND FRANCHISE TAX REVENUE BONDS, SERIES 2007 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$1,500,000; AND RELATED MATTERS.
2. CONSIDERATION FOR ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF ELK RIDGE CITY, UTAH (THE "ISSUER") FINALIZING THE TERMS AND CONDITIONS OF THE ISSUANCE AND SALE BY THE ISSUER OF ITS WATER REVENUE BONDS, SERIES 2007 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$550,000; AND RELATED MATTERS.

Adjournment

\*Handicap Access, Upon Request. (48 Hours Notice)

The times that appear on this agenda may be accelerated if time permits. All interested persons are invited to attend this meeting.  
Dated this 26th day of November, 2007.

  
City Recorder

### **CERTIFICATION**

I, the undersigned, duly appointed and acting City Recorder for the municipality of Elk Ridge, hereby certify that a copy of the Notice of Agenda was faxed to the Payson Chronicle, 145 E Utah Ave, Payson, Utah, and hand delivered to each member of the Governing Body on November 26, 2007.

  
City Recorder







**ELK RIDGE  
CITY COUNCIL MEETING  
November 27, 2007**

**TIME & PLACE  
OF MEETING**

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**6:00 PM**

**REGULAR CITY COUNCIL MEETING**

**ROLL**

*Mayor:* Dennis A. Dunn; *City Council:* Alvin Harward, Raymond Brown, Nelson Abbott & Mark Johnson (Absent: Mary Rugg); *Public:* Tye Burgess (Wells Fargo Bank);  
& *City Recorder:* Janice H. Davis

**OPENING  
REMARKS &  
PLEDGE OF  
ALLEGIANCE**

Councilmember Raymond Brown offered an opening prayer and Mayor Dunn led those present in the Pledge of Allegiance, for those wishing to participate.

**RESOLUTIONS:**

**1. SALES AND FRANCHISE TAX REVENUE BOND:**

**CONSIDERATION FOR ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF ELK RIDGE CITY, UTAH (THE "ISSUER") FINALIZING THE TERMS AND CONDITIONS OF THE ISSUANCE AND SALE BY THE ISSUER OF ITS SALES AND FRANCHISE TAX REVENUE BONDS, SERIES 2007 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$1,500,000; AND RELATED MATTERS.**

Mr. Tye Burgess (Wells Fargo Bank) was present to explain any of the issues associated with these proposed Bonds and to answer any questions.

Mr. Burgess explained the Treasury Market and the Municipal Market; the City is in the Municipal Market. He included in this discussion information regarding categories of Bonds, percentage rates and how they may or may not affect the City finances.

The City will be charged an interest rate of 4.90% and it will yield a percentage rate of 4.60% (to be sold at this percentage rate). It is in the difference between the two percentage rates that Wells Fargo makes their fee.

He also ran some comparables over the last few weeks; he compared deals from other cities to the proposed bonds for Elk Ridge. This is how they determined the interest rate being charged.

He passed out a "Coverage Table" and an "Amortization Schedule" for both transactions.

\$1,500,000 Bond: Cost issuance of \$12,000 (\$4,000 – Trustee & \$8,000 – Bond Counsel)

Deposit to a Project Fund: \$1,488,000 (This will be held by the Trustee, a separate dept. of Wells Fargo). The money will be obtained through "requisition forms" for the bills that come in; by approval from the Trustee. (The same process the City went through on other bonds from the State Drinking Water Board.)

- The closing is scheduled for December 6, 2007. There will be a "requisition" already filled out for purchase of the land for the City Center, since the closing on that is scheduled right after that.
- The funded money will be invested by the City, at the City's direction to the Trustee; and any interest earned on this is the City's money. (The City will authorize transfer of the money into the PTIF (State Treasury)...they typically offer a higher interest rate.
- The money can only be spent on the designated project; but the project is defined in pretty broad terms: land (for park, public works or City Hall)
- The City will have three years to spend the money. Any balance left in the account after three years, can be spent to pay down the debt. on the bond.
- The Trustee will send out statements for the payments that are due. The Trustee will be paid and then they pay the bond. There will be an "interest only" payment in 2008.

**2. WATER REVENUE BOND:**

**CONSIDERATION FOR ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF ELK RIDGE CITY, UTAH (THE "ISSUER") FINALIZING THE TERMS AND CONDITIONS OF THE ISSUANCE AND SALE BY THE ISSUER OF ITS WATER REVENUE BONDS, SERIES 2007 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$550,000; AND RELATED MATTERS.**

- Both bonds are "callable" as listed on the bond purchase contract. (They can be paid off at any time without penalty).
- The debt service on this bond is 7 years...for \$500,000.
- The only cost is for the Bond Counsel (\$7,000); a Trustee is not needed on this. The City will act as its own payment agent.
- Wells Fargo will bill the City.
- The Debt Service is at 4.6% over the 7 years; with a 4.42% – 4.45, 4.48%% "coverage"
- \$493,000 will be deposited into the City's account (at Far West Bank); the City will manage our own construction fund.
- Only spend the money on the designated Project; and we have three years to spend it.
- Prior to closing, the City Attorney will have to prepare and sign an "Opinion", stating that the City is not being sued currently, that there is nothing pending that could impede the sale of the bonds.
- The Closing will be on December 10, 2007.

The resolutions are in draft form; they will be in final form by the closing; filling in the blanks and ready for signatures. The draft forms are file copies only.

One change on the "Bond Purchase Agreement" (between Wells Fargo Bank & the City): The change is that the Bank will be selling to investors. The change will be made on the final forms.

The Purchase Agreements were the only documents to be signed that night; the Resolutions can be signed later and sent in to the Bond Counsel.

*Discussion on "Rental" of home on the property to be purchased:*

After the sale of the property, the rent payments will be coming to the City. The people have been told they can stay in the home until the City needs the property.

Will the rent be prorated for the month of December?

\*Alvin Harward: Suggested billing month to month, with 60 days notice to move out. The Council agreed.

Mayor Dunn: The renters asked for an option to purchase the home, if the City decides to sell it.

Tye Burgess: The City is using tax exempt proceeds to purchase the land; if the City then rents it to a private party, there could be a problem with the City's tax exempt status with the bonds.

*(The City is not buying the house for value, it is just "demolition value...the City does not even want the house...it will either be torn down or moved.)*

The IRS has a rule that could apply here; it is a "5% Rule" (if more than 5% of the money is being used)...The City is not "buying" the house; the City will own the house because it is on the property, but the City is not using the money to purchase the house. He advised that the documents be very clear. If there is going to be a value assigned to the house, it must be less than 5% (of what?).

*(Alvin Harward: The contract for the "earnest money offer" stated "for land purchase only".)*

The City could not use tax exempt proceeds to buy land to then turn around and sell for a profit.

The City can buy land with the intent of holding that land; the City could always sell the land later.

If the City does sell a portion of the land, then we would have to figure the percentage that land is of the total purchase cost, then we would use that same percentage to pay down the bond.

In answer to a question regarding where the money can be spent for a park, Mr. Burgess said that the park could be developed anywhere the City either owns land or wants to purchase land for his purpose. The wording is very broad.

MOTION WAS MADE BY ALVIN HARWARD AND SECONDED BY RAYMOND BROWN TO ADOPT A RESOLUTION OF THE CITY COUNCIL OF ELK RIDGE CITY, UTAH (THE "ISSUER") FINALIZING THE TERMS AND CONDITIONS OF THE ISSUANCE AND SALE BY THE ISSUER OF ITS SALES AND FRANCHIZE TAX REVENUE BONDS, SERIES 2007 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$1,500,000; AND RELATED MATTERS.

VOTE (POLL): RAYMOND BROWN-AYE, ALVIN HARWARD-AYE, MARK JOHNSON-AYE, NELSON ABBOTT-AYE NO (0) ABSENT (1) MARY RUGG

Passes 4-0


MOTION WAS MADE BY ALVIN HARWARD AND SECONDED BY MARK JOHNSON TO ADOPT A RESOLUTION OF THE CITY COUNCIL OF ELK RIDGE CITY, UTAH (THE "ISSUER") FINALIZING THE TERMS AND CONDITIONS OF THE ISSUANCE AND SALE BY THE ISSUER OF ITS WATER REVENUE BONDS, SERIES 2007 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$550,000; AND RELATED MATTERS.

VOTE (POLL): RAYMOND BROWN-AYE, ALVIN HARWARD-AYE, MARK JOHNSON-AYE, NELSON ABBOTT-AYE NO (0) ABSENT (1) MARY RUGG

Passes 4-0

ADJOURNMENT

Mayor Dunn adjourned the Meeting at 6:35 PM.

  
City Recorder



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## NOTICE & AGENDA

Notice is hereby given that the City Council of Elk Ridge will hold a regular City Council Meeting on Tuesday, December 11, 2007, at 7:00 PM, to be preceded by a City Council Work Session at 6:00 PM.

The meetings will be held at the Elk Ridge City Hall, 80 E. Park Drive, Elk Ridge, Utah.

### **6:00 PM            CITY COUNCIL WORK SESSION**

1. Bond Closing Update – Mayor Dunn
2. Public Works Pick-up Update – Mayor Dunn
3. Elk Ridge Meadows PUD, Phase 3 – Discussion

### **7:00 - PM            REGULAR COUNCIL MEETING AGENDA ITEMS:**

Opening Remarks and Pledge of Allegiance Invitation  
Approval/Agenda Time Frame

#### **7:05            Public Forum:**

\*Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by the group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the Mayor or City Council.

#### **7:15            4. Crestview Estates 1 – Inspection Bond Reduction**

#### **7:20            5. Road Repair due to Construction – Patricia Gunnerson**

#### **7:30            6. Planning Commission Member Appointment**

#### **7:35            7. Insurance Renewal – Nelson Abbott**

#### **7:45            8. Approval of Minutes of Previous Meetings**

#### **7:50            9. Expenditures:**

General:

1. Add Attic Insulation - City Hall
2. Purchase of new Furnace for City Hall (Add \$200 to approved amount)

Adjournment

\*Handicap Access, Upon Request. (48 Hours Notice)

The times that appear on this agenda may be accelerated if time permits. All interested persons are invited to attend this meeting. Dated this 7<sup>th</sup> day of December, 2007.



  
City Recorder

### **CERTIFICATION**

I, the undersigned, duly appointed and acting City Recorder for the municipality of Elk Ridge, hereby certify that a copy of the Notice of Agenda was faxed to the Payson Chronicle, 145 E Utah Ave, Payson, Utah, and mailed to each member of the Governing Body on December 7, 2007.

  
City Recorder





**ELK RIDGE  
CITY COUNCIL MEETING  
December 11, 2007**

**TIME & PLACE  
OF MEETING**

This Special Meeting of the Elk Ridge City Council, was scheduled for **Tuesday, December 11, 2007, at 7:00 PM.** It was preceded by a **City Council Work Session, at 6:30 PM.**  
All interested persons were invited to be heard.  
The meetings were held at the Elk Ridge City Hall, 80 East Park Drive, Elk Ridge, Utah.

Notice of the time, place and Agenda of these Special Council Meetings & Public Hearing, was provided to the Payson Chronicle, 145 E Utah Ave, Payson, UT, and to the members of the Governing Body, on December 7, 2007.

**6:00 PM**

**CITY COUNCIL WORK SESSION**

**ROLL**

*Mayor:* Dennis A. Dunn; *City Council:* Alvin Harward, Raymond Brown, Nelson Abbott & Mary Rugg &; *Council Elect:* Julie Haskell, Derrek Johnson & Sean Royslance; *Planning Commission:* Shawn Eliot & Sean Royslance; *Public:* Randy Young, Eric Allen, Tricia Gunnerson, Dave Winn, Brad Saunders, Mitchel Loflin, Mark Christensen; and *City Recorder:* Janice H. Davis

**BOND CLOSING  
UPDATE**

Mayor Dunn: On December 6, 2007, the City Recorder and the Mayor attended the closing scheduled at the offices of the law firm of Ballard & Spahr (Bond Attorney), in Salt Lake City. The documents were well prepared and waiting for signatures. The Trustee Dept. of Wells Fargo was also present to sign and get acquainted with, since we will be working with them for bond releases.  
Concern: We need to check out homeowners insurance for the house on the property.  
The closing on the land for the City Center took place on 12-10-07, in Spanish Fork.  
The Fire Chief would also like to be considered to use the house for training, if the City ends up tearing the house down.  
The City will provide a \$100,000 tax credit to Mr. Kent Rasmussen (seller of the property). He had an offer of \$1,000,000 for the property; the City paid \$900,000, with the agreement that a tax credit would be provided.

**NON-AGENDA  
ITEMS**

1. Mayor Dunn: (Update on the progress of the Tank/Water Project)  
The floor of the tank was poured on this day; 146 yards of concrete was poured. The wall forms are up; they will be poured next. The cap will have about 230 cubic yards in it.  
The PRV Stations are being installed. One of the last things to do in the Project will be the upgrade of the Cloward Well, including a new pump house.  
  
2. Mayor Dunn: (New Snowplow for City)  
The Mayor and Councilmember Raymond Brown are going to visit Lake City Truck Company, to check out possible snowplows for the City. The purchase has been approved by the City Council. They are considering an International Harvester – All-wheel drive, 16,000 lb. "front-end" with a 10' scraper, automatic with 310 horse power; however the truck would have to be upgraded and would not be delivered until June, 2008. The total purchase package is \$145,000.  
There is about \$41,000 accrued in the Capital Projects Fund for equipment; the balance will be paid for with Fund Balance.  
Raymond Brown: Another alternative to paying cash, up front for the truck would be to make a down payment and acquire public financing for the balance; then the fund balance could be used toward the City Center.

**PUBLIC WORKS  
PICK-UP –  
UPDATE**

Mayor Dunn: The old pick-up driven by Mr. Haskell is going to require more work on it than it is worth; so a new pick-up was purchased from Wayne Frandson for \$8,000. The truck is in good condition with a new transmission.

**PRESENTATION  
TO OUT-GOING  
CITY  
COUNCILMEMBERS**

Mayor Dunn: Presented the three City Councilmembers with plaques and praised their dedication in service to the Community. They will be missed and are greatly appreciated. Most citizens will not know of all their accomplishments.  
Councilmembers Alvin Harward, Mary Rugg and Mark Johnson are ending their terms of office as The first City Council Meeting in January, when the new Councilmembers will be sworn in.

ELK RIDGE  
MEADOWS PUD,  
PHASE 3 –  
DISCUSSION

(Memo from City Planner, Shawn Eliot, to City Council, dated 12-11-07)

**"Background**

The first Elk Ridge Meadows 3 final plat was approved by the planning commission and recommended to the city council where it has remained without final approval waiting to resolve water issues. The Nebo Nebo School District has negotiated purchase of land from the applicant in phase 3 for the purpose of a future elementary school. At the 18 October 2007 commission meeting the applicant proposed that the code be interpreted in a way to allow for the school recreational park areas to be allowed in place of a portion of the required open space. The commission was in agreement with this allowance. All other open space areas shown at this meeting were shown as in prior renditions.

**Planning Commission**

At the following commission meeting, 1 November 2007, the applicant again approached the commission showing a new rendition of the plat showing 11 additional lots were now allowed in the open space area west of Elk Ridge DR, because the allowance of the school property open space area coupled with fewer lots (sold to the school) giving a larger open space ratio than what was required.

Regarding the roundabout, prior renderings of the layout of the roundabout have not been approved and it seemed that this feature would be unbuildable. With the city pursuing the purchase of land for a new city center south west of the proposed roundabout location, a new design allowing the through flow of Goosenest DR is should be attainable.

On Tuesday evening, 13 November 2007, the city council held a joint work session with the planning discussed. The council was unanimous that with the pending purchase of the city hall property that they wanted the planning commission to hold off on approving the preliminary plat of Elk Ridge Meadows 3 until it was known if the bond would be issued. This should be complete within 30 days. They were all supportive of upholding the development agreement to require the roundabout to be constructed.

Another issue was brought up. The council was concerned about the new school property and additional homes within the open space area west of Elk Ridge Dr. They were in agreement that the school property was a private dealing with the developer and that the open space that was already agreed upon shall stay.

**Meeting with Developer/School/Legal Council**

On 28 November 2007, the applicant, representatives of the school district, the mayor, and David Church met to discuss the issues related to the school property and how it relates to open space. Of concern was the school being held to a percentage of open space if it were to sell the property to a third party in the future. It was agreed at this meeting that only the fields would be counted as open space, 5.5 acres, and if the school were to sell this property this requirement would go with the property. *(High-light added: the Mayor read this to the Council specifically.)*

**Staff Finding**

- The roundabout is a part of the development agreement, to delete this feature it would require the agreement to be renegotiated between the developer and the city council.
- The pending purchase of the land south west of the proposed roundabout could make this project achievable.
- The open space area west of Elk Ridge DR should remain as what was shown to the planning commission at the 18 October 2007 meeting (same as what was approved as part of past approvals prior to land purchase by the school district.
- The cul-de-sac was created by the school land purchase needs a name - recommend Pine Tree Cove
- Silver Wolf Loop needs to be split into two names as to not have north and west addresses on the same street - recommend Silver Wolf ROW and Quaking Aspen ST

**City Council Discussion**

The council must decide:

- If the school open space area (5.5 acres) be counted toward the overall calculation of the total development open space.
- If the preliminary plat should keep the open space area west of Elk Ridge DR the same as shown in previous renditions.
- Code states "Open space calculations shall not include any common areas which are within thirty feet (30') of any structure". Should the calculations not include these areas?
- Full width roads need to be discussed for Goosenest DR and the old Elk Ridge DR (Golden Eagle Way). The city should participate in the cost of south end of Goosenest DR (city hall property); the west side of Golden Eagle Way is in the county. Should a full width road with no gutter on the west side be sufficient?
- The connection to parcels in the county at the sound end of Golden Eagle Way needs to be addressed.

# **Staff Recommendation**

- With the roundabout/city hall issue pending, the need to redraw and calculate the open space area, the additional purchase of lots by the school district, and the need to address the connection to county properties, staff recommends that preliminary plat approval of Elk Ridge Meadows Phase 3 be returned to the planning commission to review the changes."

Mayor Dunn: The Mayor welcomed comments and questions on the material in the memo. Also included in the Council packets was a copy of a letter from Planner Eliot to Mr. Randy Young, dated 11-28-07:

"28 November 2007

To: Randy Young

From: Shawn Eliot, city of Elk Ridge - Planner

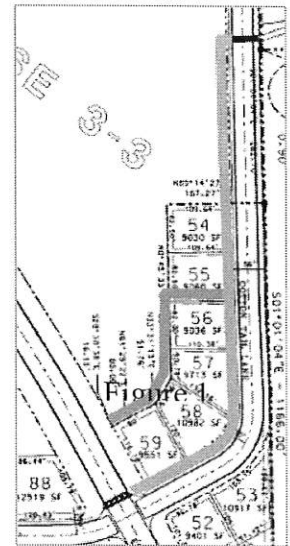
Re: Elk Ridge Meadows Phase 3

In review of the current design layout of phase 3 and talking with the mayor after your meeting this morning, there are a few issues that need to be addressed while you recalculate the design of the subdivision. They are:

- Open space calculations cannot include any areas that are within 30 feet of any structure (see attached code). Since there are no structures currently in place, in calculating your open space you should setback 30 feet from the building envelopes. Looking at the plat, this would disallow the 20-foot trail corridors between the homes. Also you will need to take the side yard (on corners) and backyard setbacks (generally 20 feet) and measure 30 feet from the building envelope lines and deduct the open space from the difference.
- The trail connection from the new cul-de-sac to the school property needs to be shown at 20 feet (10 foot trail, 10 foot landscaping).
- The trail connection between Elk Ridge DR and Cotton Tail LN via the north end of the school property (shown as red on figure 1) should be deleted. Lots 56-59 should be set back to where the trail was and a new trail paced along the west side of Cotton Tail DR (shown in green).
- Full road improvements along Goosenest DR will be required; the city can participate in the costs of the southern portion of the road as part of the city hall land purchase.
- Golden Eagle Way (currently Elk Ridge DR) between Goosenest DR and the realigned Elk Ridge DR will need full pavement improvements with curb and gutter only required on the east side abutting phase 3 south of lot 27. The entire road will need to be reconstructed. Also, it will need to be demonstrated that the new road grade will stay under 10%.
- The access point south of lot 27 to the properties west of the development does not show how all the properties that currently have access to Elk Ridge DR will continue to have access. Also, the current plat shows the current portion of Elk Ridge DR behind lot 27 and the small open space area adjacent to it will need to be vacated. This will leave a long strip of land in city ownership that the city does not desire. This strip should be incorporated into the design of the access to the properties to the west of the current Elk Ridge DR, into lot 27, and into the open space area.
- The cul-de-sac created because of the new school needs a name. Suggest "Pine Tree Cove".
- Silver Wolf Loop needs have two names. Suggest "Silver Wolf Row" and "Quaking Aspen Street".
- Round about needs to be engineered and approved as part of the preliminary plat (talked to Randy Young about this 6 Dec 2007. He feels that since the round about is mostly on city land that the city should paid for some of the engineering on it).

## **10-14C-5: OPEN SPACE:**

Each planned unit development is required to contain at least twenty five percent (25%) open space, which may contain recreation activity areas, picnic pavilions, gazebos, water features, playgrounds, parks, trails, steep slopes, stream or canal corridors, wetlands, open fields, or landscaped areas. The planning commission and/or city council shall ultimately determine what qualifies as open space. Open space calculations shall not include any common areas which are within thirty feet (30') of any structure. The open space may be held in common, administered by a homeowners' association, dedicated to the city upon acceptance by the city council, or used to provide amenities in the development. The twenty five percent (25%) open space requirement may not be used as part of the requirement to obtain a density bonus under the provisions of any other section herein. In order to achieve the maximum twenty five percent (25%)



density bonus, at least ten percent (10%) of the density bonus total must be attained through the provision of additional open space.

Maintenance of the open space is the responsibility of the owner of the development, if held in single ownership, or a homeowners' association, if the dwelling units are sold separately, unless dedicated to the city and accepted by the city council. (Ord. 05-5, 10-11-2005, eff. 11-3-2005)"

Mayor Dunn: Nebo School District plans to purchase lots 54 & 55 (shown on diagram on page 3), in case they have to locate the school building a little farther south; that is where the additional 6/10 of an acre comes into the equation. They worry about safety issues when there are somewhat isolated parcels: the worry is regarding illegal/immoral activities. The School Board will discuss the issue and make a decision on the direction to go with this.

Eric Allen (Representing the School District) He feels that the School District may simply deed this portion of the property back to the Homeowner's Association; he is sure they will come to a solution.

Mayor Dunn: Another issue was the trail that is to go behind the homes (marked in red); they want to fence this off on the School side. This could create a sort of "ally-way"; the suggestion was to move the trail to the front of the lots (green line) and set those homes back a bit, to be off the trail...they felt this would be a safer alternative for the location of the trail.

Mary Rugg: She questioned a previous Council discussion regarding road being considered as open space; this was to be reviewed and verified.

Mayor Dunn: It was discovered that the section quoted by the developer actually came from the section of the Code dealing Large-Scale Developments, and so is not applicable in this case.

Randy Young: He said that the Mayor gave a good introduction to the issues involved; but Mr. Young had some things to add to the "re-cap":

In August, 2007, Mr. Young started getting calls from the School District expressing interest in purchasing property for a school. A proposal was presented in September; and since that time, he has been trying to determine if the City is interested in this as an option. He did not want to spend time on it if the City is not interested. He already has Preliminary Plat Approval and is ready for Final Plat Approval on Phase 3, as it was originally presented. He met with the Planning Commission in October, 2007 (receiving Preliminary Approval, with conditions); and he was hoping to be on the Agenda for this Council Meeting for Preliminary Approval.

He needs to finalize plans with the School District. The District requires that they be their "own entity", as one lot in the PUD; this creates problems in that this would also remove some of the designated open space. He is hoping to include some of the required open space in the School property.

Mr. Young's calculations:

- He calculates 7.39 acres of open space
- If the School District does not build a school, and decides to sell to a third party; they say they are willing to dedicate 5 ½ acres of open space to come back into the City.
- Does the City want the School District involved in this Project? If so, where does Mr. Young go from this point? They need to have a Final Plat drawn up...as a single lot.

- The School District is contributing to the impact fee for water

- They are also willing to reasonably accommodate the trail system

He went as far as he could without the assistance of legal Counsel; that is why David Church was contacted...to see if he could he write Code on how the School can be separated out of the PUD. The Mayor gave permission for Mr. Young to contact Mr. Church; in that the City needs to be protected, as well.

(There is a question on deeding the road to the City.)

Shawn Eliot (Planner):

Recommendation:

- It must be decided what is "open space"?  
The open space faxed to the City had playgrounds, the hard-scape (Kindergarten playground that is fenced in and the parking stall islands in the parking lot).
- The actual field area (Code indicates that this is appropriate for open space = 4.77 acres. If the School District will go with 5.5 acres, there would have to be a compromise.

If we want to move forward and allow the "other stuff" to work through, we are proposing a Phase 3.3 and that could pass as its own Phase. The open space issue still needs to be addressed, if only the field area is counted.

Mr. Young's concern a couple of weeks ago was losing open space across the street because of the new plan. Both scenarios allow for more or less lots to compensate for the loss of open space.



Randy Young:

- On the 57.7 Acres, he could have 100 lots
- The School site takes 23 to 25 lots

He will take a loss to include the school into the plans per acre and how he distributes the cost for the infrastructure, including Elk Ridge Drive; plus absorbing costs for open space, and all the other amenities. This is all part of development; but in the Code it states that he can have so much open space and with that open space, he gets so many lots. He feels he is staying within the Code.

He gave up 23 lots; the school is absorbing part of the open space for him; he is still installing the road; so, his point is...if he is still within the Code for Open space, why would he be penalized by having lots taken away?

Mary Rugg: There are still some "clarification" issues, as Mr. Eliot indicated. There are still questions regarding how the school will be included in the PUD, or will it be? Has the Attorney explained these things?

Eric Allen: He was at the meeting with the School District, as well; in fact he was present at the Council Meeting as broker for the School District. David Church (at the joint meeting) talked about how the School District could be removed from the development Agreement, but if they were to sell it to a third party, it would revert back to the Development Agreement. The School District was to create an Addendum to the Development Agreement that would remove them from the restrictions in Code or the Development Agreement. By State statute they are not allowed to be involved with those. They are not subject to the same regulations as other property owners.

Mary Rugg: So, with this in mind; with the School District building a school there, that automatically takes them out of the equation with Randy Young's PUD, with regard to open space.

Eric Allen: They are willing to do certain things within Mr. Young's development, such as pay for impact fees on the lot, include part of the trails system on their property; as well as guaranteeing 5.5 acres toward open space, if they sell to a third party. They just cannot be held to the other aspects of the Development Agreement, unless agreed to in a contract.

Mayor Dunn: Their courtesy is to inform the City when they build a building...they do not even have to get a building permit through the City, or have inspections with the City Inspector. They are under a different "umbrella". But, they are willing to go with Mr. Young as far as the 5.5 acres for open space.

Eric Allen: He understood David Church to say that they could be taken out of the Development Agreement, but the open space could still be used by the Development.

Alvin Harward: Could that be recorded on the deed (referring to the 5.5 acres being dedicated as open space)?

Randy Young: It would be recorded, but it would not take effect unless they re-sold the property; then it would revert to the Agreement.

Eric Allen: In practical matters, this is the school they will build and they will have will end up having quite a bit of open space that will be available for public use; but it will be owned by the School District.

Randy Young: The School District has built this particular plan for a school at least two or three time before. They gave Mr. Young their engineering information, so the plan the Council saw was close to what would exist.

Eric Allen: The School District ended up with 13.6 acres for their school. The Superintendent is excited about the school being built. Their Attorney won't let them fully commit to the school building yet.

Mayor Dunn: The concern he had was when information became available that the School District could not be held to the same restrictions as other land owners. He wanted to be sure that, if the land is sold to a third party, the City would not lose the open space.

Mary Rugg: Even if the 5.5 acres of open space is written into an addendum, if the land is sold to a third party; how does this apply to the open space required of Mr. Young? What is he getting? He still gets his proposed 11 extra lots; so we are still counting the "hard-scape" as open space? It says if only the fields are included, then he only gets three (3) extra lots.

*(Shawn Eliot: With the fields, it is 4.77 acres.)*

So, which one is it?

*(Shawn Eliot: It would be somewhere in the middle...)*

Eric Allen: When they met with the School District, the Works Director said that they could guarantee 5.5 acres of open space. He is not sure where the 4.77 acres comes from...is that Mr. Eliot's calculation? (Yes.)

They said they need to add these other two lots (54 & 55) to make the 5.5 acres work. That may be where the additional acreage comes into it.

Randy Young: (Addressing Councilmember Rugg's question)

He asked that the Council turn to one of the faxed pages included in the Council's packets; the one with the open space calculations on it:

"Total acreage for Phase III = 49.26 Acres

(This acreage includes 86 lots, school site, all roads & open space)

Open-Space requirement is 25% = 12.32 Acres

The Current Plan for Open Space is = 13.95 Acres

Add this figure to Open Space 7.59 Ac. + 6.36 Ac. = 13.95 Acres

The II Phases of 86 lots Open Space = 6.36 Acres

The School Phase Open Space = 7.59 Acres"

(Alvin Harward: But the School District only guarantees 5.5 acres; and as far as he is concerned, that is all you get credit for.)

But, if it is 7.59 acres, then he gets a credit for more lots? If the extra acreage does not count, then it would be 5.5 acres.

Mayor Dunn: (Seeking clarification) So, you are saying that if they did sell it to a third party, then the guarantee would be 7.59 acres of open space?

Randy Young: "I am saying that, worst case, it is 5.5 acres. I am saying... that...okay, so we go through the process counting 5.5 acres; let's say they build a school...and there is 7.59 acres...is the City then willing to say, 'Okay the school built their project, there is more open space than what they guaranteed...Randy, you have credits to you'?"

Mary Rugg: She expressed another concern: we are still looking at this as if the school is part of his Development; what about the original statement where Mr. Church advised that the School is its own entity...if we take this completely out; what is it that the City still needs to grant to Mr. Young?

Mayor Dunn: Another important issue to consider is this: what if we look at that 7.59 acres, with some of the hard-scape...for a fact, when all of the mobile units are brought in, that open space is lost. We have to consider that, too. As the population and the demographics change, instead of building another school...the school could add on and bring in mobile units ...and this loss needs be considered. This would not be "permanent" open space, and it could change according to the school's needs. The School District says they will guarantee the 5.5 acres of open space; that is what they are comfortable with and he thinks this is what the City Council would be comfortable with.

Randy Young: He agrees that the school has needs, the City has needs and he (Randy Young) has needs. He does not need a school; so are we going to go with the worst-case scenario...with no one taking any kind of risk or "cut"...is the owner? Or, are we willing to say that we are willing to go with the 5.5 acres, and if the school comes, then Mr. Young would be compensated with extra lots. "That is what he is saying...you can't have it both ways. It seems that it is all one direction...the City wants it, the school wants it...yet it is my Project."

Alvin Harward: He feels the sale to the School District is Mr. Young's business; that is not the City's business. He does not feel that the City is part of that and he said he does not care one way or the other..."it would be nice; but that is an option you have as property owner; to sell. If they only give 5.5 credit, that's all he is willing to give. If they will guarantee that is how much they will guarantee, then he is fine with it; but like the Mayor and Mary said, if they come in with mobiles and take out some of the hard-scape...it is not likely that we can give you credit for it,"

Nelson Abbott: In considering the "math": the open space requirement = 12.32 acres; with Phase II, you can have 6.36 acres; adding the 5.5 acres = 11.86 acres. 11.86 acres from the 12.32 acres = .46 acres short

Add this to the 2.6 additional acres = roughly 2 acres less over-all open space if we go with the 5.5 acres of open space. He is not sure how this spreads out over all these lots...He feels that the City can only guarantee Mr. Young what the school is willing to guarantee.

The Council can only enforce the Code and what it allows.

Mary Rugg: "How vested are you with the School District, and the sale of this property?"

(Mr. Young: They are under contract...they extended; they were going to buy it last month.)

"So, you are looking to bargain with us; so I would still propose that we look at this as if the State (School District) is already in a position where they want to purchase this property from Randy...we look at this as separate...it is the School District...it has nothing to do with us...it is to be taken out of this whole, entire development; and we look strictly at his development plan and make him stick to the restrictions and the guidelines that he is obligated to within his development plan...and that piece comes out."



Shawn Eliot: He sees two things:

1. We want to get the School District plan broken out
2. Then figure out the open space

Then they can move forward with a Preliminary for the School District property; and work on the rest of the area through the process. We have been going back and forth lately. A few weeks ago, it was seen that the Code stated that streets could be used as open space...this was not correct. Then there is a part of the Code that states that open space is to be set back 30 feet from all structures...we need to get to a point where we feel comfortable. The Code does say that the Planning Commission and/or the City Council shall determine what constitutes Open space". When he has talked to other people, the point came up that in using the fields and playgrounds as open space; then it is not available until 3:00 PM because it is used by the school. So what was and is the original intent of the Code in defining open space? This needs to be defined.

Alvin Harward: The open space in the PUD is owned by the PUD and is not available to the whole public, anyway. The City is actually getting an advantage if the school goes in and the public can use it from 3:00 PM, on. Various sports could utilize the fields.

Mayor Dunn: He feels it is an advantage to assist Randy in piggy-backing the open space, for the reason just stated. If the 13 acres is simply removed; and if it ever comes back in, they would be required to have 25% of open space...and it would revert back to the PUD. The Property that is remaining, then Randy Young would have to find 25% of the remaining property, which basically means that those 11 lots would remain out. So, both parties are fine as "stand alone" property owners. That is a simple equation. The school is confident they will build the school; but he still feels they have to consider the worst-case scenario...what if down the road, the school has to be shut down, like some places in the Salt Lake Valley, and they surplus that property...then what?

There has to be something in place...but the original agreements have to be protected.

Eric Allen: He feels that this is major concession on the part of the School District to guarantee the 5.5 acres...it is also a concession on Randy's part, to say they are willing to have some of the ground to be removed from the PUD...the projects can stand on their own. They are concerned with benefit to both parties.

"David Church seemed like he felt this is a legal way of doing it, to allow Randy to 'piggy-back' off their open space. Mr. Allen feels this will be a great benefit to the Community.

Nelson Abbott: Calculating all of the numbers, he feels the guarantee of 5.5 acres for open space is the right way to go. He feels this would be a good thing, but he feels the City should only allow what the School District will guarantee. A decision needs to be made so everyone can move forward.

Mr. Young: Going back to the Code, his lots need to be a certain size. In order to get enough open space, would the City be willing to allow him to have a few lots that are smaller than what the Code allows? Then he would not lose lots.

Nelson Abbott: There is a short-fall in terms of open space...he feels ½ an acre could be made up by adjusting some lot lines and still be within the minimum size and get what Mr. Young needs.

Mr. Young: He still wants assurance that he can take off some of the size on some of the lots.

He does not want to plan on this and then not be approved.

He could take off some of the back lots.

Mayor Dunn: In an effort to summarize:

We are looking at:

- 5.5 acres to count with the School District
- + 3.17 acres he has
- ½ acre adjustment to bring it up to the 25%

The Council would like to leave the hard-scape off of the equation for the school, because these things can change; and the 5.5 acres is the guarantee from the school.

Mr. Young: He would like this in the form of a motion. He does need to final the school site; he is not referring to finagling the 86 lots...Phase 3.3.

There is another drawing of the round about; taking into consideration the City's purchase of the property on the corner of Goosenest and Elk Ridge Drive. He pointed out where his property line is; and to get the round about to function, certain adjustments would have to be made to some of the surrounding property. The plat for Phase 3 would not change...the grade might not work.

It would work well with the grade further north, on his property; that is why it was included in the Development Agreement.

Eric Allen: One other thing; the School District will not improve that site until they bring the school in; so the adjoining road would not be improved at this time.

Mayor Dunn: The road (Sky Hawk Way) will run east and west and Mr. Young will install this, with reimbursement from the School District.

The School District wrote that the School District would pay the City agreed to pay the pay the \$53,000 Water Impact Fees up front, at the time of Final. Then when the School District builds, that would be paid back as a single lot impact fee. He is not going to lose in that way.

Considering Cottontail Lane: as it turns off of Elk Ridge Drive, there would be a temporary turn-around where lot 56 is...all of the infrastructure would go in heading north, at the specifications required for the School.

Final Summary:

- *Accept 5.5 acres for the open space for the School District*
- *Mr. Young needs to find ½ acre in the existing lots*

Is the Council okay with this?

Mary Rugg: No.

Nelson Abbott: Yes.

Alvin Harward: Yes.

Mark Johnson: Yes.

Raymond Brown: He was unsure.

He is afraid that smaller lots or putting in 11 more lots will allow sufficient open space; even with the 5.5 acres. Is 3.17 adequate for Phase III.2?

Mr. Young: If you look at Elk Ridge Drive; on one side of the road is 1.07 acres and on the other side is 1.17 acres and, adding all together, there is a total of 6.36 acres.

Raymond Brown: When he added it up, there would have to be 8.36 acres.

*(Mr. Allen: Add this to the 5.5 acres from the school = 11.86 acres, which is short about .46 acre.)*

Mr. Young: This is where the adjusting of some of the lots could make this up; still staying with the Code.

Mary Rugg: Maintains that the Mayor's suggestion of removing the school property out of the equation should be approved; then each of the property owners would have to come up with the required 25%. She feels that Mr. Young is not going to be experiencing any loss, as he is an experienced businessman.

*(Eric Allen: The School is only willing to commit to the 5.5 so that Mr. Young benefits from the arrangement.)*

Shawn Eliot:

- He would like to see the plats re-drawn...particularly to see the smaller lots.
- Goosenest Drive is still an issue: Full-width roads needs to be addressed. Will the City participate with the City's ½ of the road?
- The round about...how will this work in this development? Will the corner lot be taken out?

Mr. Young: What does the School have to do to get Final for their one lot? He is aware that there is a contingency regarding the round about.

Mr. Allen: Read from an emailed version of the pending agreement that commits to the 5.5 acres of open space.

Mr. Young: Question: With the trail system going through the homes, he received an email that the trails do not count as open space: Trails were counted on the other two plats (Phase 1 & 2). Even though Code states open space needs to be 30' from a building, he feels it should be counted as open space.

Shawn Eliot: The intent is to have the open space as "open"; the Council can choose not to adhere to the Code. The only reason the 30' was mentioned was that in researching for the section referred to by Mr. Young regarding roads as open space, this regulation was found and brought up; it had been over-looked.

If the Council wants to expedite Phase 3.3, that could be easy; The things to be redone on another plat would be to remove the two lots (54 & 55) and then putting homes back to allow for the trail to be run in front of the lots rather than behind.

The other Phases: we just need to be sure the changes are reviewed with regard to lot line adjustments, the round about and then the question of the private access on north end of the property; how those County plans to give access to those property owners (on 1600 West).

The County said that they would deed that portion of Elk Ridge Drive (1600 W.); once Elk Ridge Drive takes off to the east (cutting through the PUD) a section of the old road is left as a sort of "no-man's land"; any changes to this need to be addressed and shown on the plat.

Mayor Dunn: Moving ahead with Phase 3.3 is pretty clear.

Raymond Brown: He has no problem with Phase 3.3; he is still struggling with the open space on Phase 3.2.

Mayor Dunn: Directed to the Planner: The Council has not seen the motion made by the Planning Commission about a month and ½ ago regarding recommendation to grant Preliminary Approval, with contingencies. The Council needs to have this information. Recommendation to move forward with Phase 3.3:

- Allow the School District to guarantee the 5.5 acres for open space
- Find ½ acre within the other lots to bring it up to the 25% for open space

The Council needs to obtain, review and act upon the motion by the Planning Commission. The Council will probably alter the motion with its contingencies, based on the discussion tonight. Motions based on contingencies leave too many loose ends that can change with added information. The information gathered in the discussion tonight has been valuable.

If this information had been available to the Planning Commission, their motion would likely have been very different. The Council won't be meeting again until January, 2008.

Alvin Harward: The Planning Commission and the City Council will be changing in January; so it is impossible to predict what the vote will be.

Randy Young: He still wanted it clarified if he needs to go back through the Planning Commission to finalize Phase 3, or can he simply come before the Council?

Shawn Eliot: He did not have the Planning Commission motion to the Council because it was on the agenda for discussion only. The motion was basically to approve the Preliminary Plat, with the contingencies that the open space and the round about should be worked out.

The Council will have the motion to act upon at the 1<sup>st</sup> meeting in January; Mr. Young should come back then.

Additional concerns with the other phases:

- Round about (now the City has purchased the corner property; this can aid the engineering for this)
- "Golden Eagle Way"... 1600 West/Elk Ridge Drive: the west side is County property and the east side is Elk Ridge City; the issues surrounding this area need to be addressed.
- The north end of the above mentioned area on 1600 West, where it will be detached where the new Elk Ridge Drive changes direction to the southeast

The Mayor, Mr. Young and the Planner should stay in touch to work out the details of all this.

**ELK RIDGE  
CITY COUNCIL MEETING  
December 11, 2007**

**TIME & PLACE  
OF MEETING**

This Special Meeting of the Elk Ridge City Council, was scheduled for **Tuesday, December 11, 2007, at 7:00 PM.** It was preceded by a **City Council Work Session, at 6:30 PM.**

All interested persons were invited to be heard.

The meetings were held at the Elk Ridge City Hall, 80 East Park Drive, Elk Ridge, Utah.

Notice of the time, place and Agenda of these Special Council Meetings & Public Hearing, was provided to the Payson Chronicle, 145 E Utah Ave, Payson, UT, and to the members of the Governing Body, on December 7, 2007.

**7:00 - PM**

**REGULAR CITY COUNCIL MEETING AGENDA ITEMS**

**ROLL**

*Mayor*: Dennis A. Dunn; *City Council*: Alvin Harward, Raymond Brown, Nelson Abbott & Mary Rugg &; *Council Elect*: Julie Haskell, Derrek Johnson & Sean Roylance; *Planning Commission*: Shawn Eliot & Sean Roylance; *Public*: Tricia Gunnerson, Dave Winn, Brad Saunders, Mitchel Loflin, Mark Christensen & John Hoschouer; and *City Recorder*: Janice H. Davis

**OPENING REMARKS  
& PLEDGE OF  
ALLEGIANCE**

An Invocation was offered by Mark Johnson; and Mayor Dunn led those present in the Pledge of Allegiance, for those willing to participate.

**AGENDA TIME  
FRAME**

**MOTION WAS MADE BY ALVIN HARWARD AND SECONDED BY NELSON ABBOTT TO  
APPROVE THE AGENDA TIME FRAME; ADJUSTING THE START TIME TO 7:40 PM  
VOTE: YES (5) NO (0)**

PUBLIC FORUM

The Mayor explained the difference between a Public Hearing and a Public Forum.

No action can be taken on a topic brought up in a public forum.

John Hoschouer: Complimented and thanked the Councilmembers whose terms of office are ending.

Mayor Dunn: Mentioned that the roads in Elk Ridge have been complimented by citizens who leave Elk Ridge and then come back in the winter to see well-plowed roads. There are a minimum of complaints and it is nice to hear good things because there is a lot of work that goes into keeping our roads cleared.

Shawn Eliot:

- He thanked the City Council for hiring him as the City Planner.
- Regarding open space/soccer park: When Eagle Mountain put in the "Ranches", there is a 5 acre park in the middle of it; and they have trails and open space all over; The homeowners association takes care of all of the open space, except for the park... the 1<sup>st</sup> five years the homeowners assoc. would get the park "up to speed" and take care of it for five years; then after that, the City would take it over. There has been some concern expressed that there is all this open space that cannot be used by the general public (PUD); perhaps this would be a solution.

The Mayor actually brought this concept up when he was still on the Planning Commission. Open space can become a problem if (when) homeowner's associations dissolve; there have been cases where the open space actually gets subdivided and becomes a development, thus losing all the intended open space.

The Mayor has asked that Mr. Young have this open space revert to the City; so if the Homeowner's Assoc. dissolves, the property is the City's.

CRESTVIEW  
ESTATES 1 –  
INSPECTION BOND  
REDUCTION

Mayor Dunn: At the time of the release of the Construction phase of a development, the durability time period begins, and the Inspection Bond is reduced. The Durability Bond stays in place.

After one year, the one inch overlay will be put onto Magellan Lane.

The developers are looking for the reduction of the Inspection Bond.

Nelson Abbott: There is nothing in the Council packets referring to this item. How does the Council take action without any information?

Mayor Dunn: He has spoken to both the Building Inspector and Craig Neeley (Engineer) and to Jan Davis; the construction phase has been completed and they are requesting a bond reduction. He could get a recommendation in writing from Craig Neeley the next day and then he can poll the Council.

**MOTION WAS MADE BY ALVIN HARWARD AND SECONDED BY NELSON ABBOTT TO GRANT A REDUCTION IN THE INSPECTION BOND FOR CRESTVIEW ESTATES 1, UPON RECEIPT OF A WRITTEN LETTER OF RECOMMENDATION FROM THE CITY ENGINEER AND/OR CORBETT STEPHENS**

**VOTE: YES (4)**

**NO (1) RAYMOND BROWN**

ROAD REPAIR  
DUE TO  
CONSTRUCTION

*(Memo from Inspector, Corbett Stephens, to the Council, dated 12-7-07)*

"Dear Mayor & Council Members,

As you are probably aware, the road in front of 21 E. Salem Hills dr. is in pretty bad shape. At the Mayor's Request, I made a visit to the site with Craig Neeley to get the Engineer's opinion of the situation. Observation of the road in front of the property in question as well as the neighboring properties provides some background for the following comments; 1) as shown in photo #1, although somewhat difficult to tell, the properties to the west (foreground) of the last home: both had to build up their building pad in order to construct their homes, 2) both photo 5 & 6 show the road in front of 19/18 West (Cahoon) and 6 West (Steele) as still intact although it has been "crack sealed", evident by the sealer lines, 3) photos 2 & 3 show only a section of road approximately 60' long in front of the home, has considerable damage. Any additional damage is difficult to ascertain due to dirt and snow at the time.

At the time of construction I had conversation, and later found that Kent Haskell had the same conversation prior to mine; with the contractor building the home; that it would be his responsibility to repair the road due to damage caused by the heavy equipment utilized to bring in the material required to build up the pad for the home. Trucks bringing material on site use "extra" axils to distribute the weight; yet prior to leaving the asphalt, were raising the "extra" axils. This action imposes more concentrated weight to the asphalt rather than distributing it, lending to premature failure."

*(Colored photos provided to the Council.)*

*(Tricia Gunnerson was present to address the issues.)*

Raymond Brown: It is about 8,000 lbs. per sq. inch (concentrated weight). Councilmember Brown went to the site with Staker (Asphalt Co.); and he is aware that the contractors left the



owners in a bad situation...beyond this house there are about 133' X 17' of road that has been damaged or appears to be damaged; beyond that is the area used for a turn around. There is also more damage heading toward another home. The road base is destroyed; the asphalt will have to be removed, re-do the road base and then overlay it again. The sump is also filled with trash; it was just cleaned about four months ago. Staker cannot do any road repairs now; the plants are shut down; they would have to come in and tear out the road base, pack it and overlay it; they are estimating \$6,500 to \$9,000. (133' X17')

- 1) It cannot be repaired until spring
- 2) RL Yergensen is perhaps going to be improving the road down one side; planning to do the work at the same time could lower costs. There is only \$500 posted as a performance bond; this is insufficient for the repair. He proposes larger performance bonds.

*Mayor Dunn read from a letter from the City Engineer, just received that morning)*

"On Thursday, December 6, Corbett Stephens and I inspected the road damage adjacent to the residence under construction at the referenced site; the AC pavement surface is completely destroyed and will have to be reconstructed. It will also be necessary to replace a few inches of road base because the surface of the original base has been contaminated. (*Contamination comes as it falls apart and gets like "dough"*) I could see no significant pavement distress on the fully-improved road to the side, which leads me to believe that site residential construction subjected the paved surface to heavier and longer duration loading than it was designed for. If no pre-existing damage was reported at the time of the building permit application, Elk Ridge City should expect the road to be restored to the condition it was in before the residential construction started. In making the repairs, the current City standard pavement section should be used.

(*Six inches on top of twelve inches, with 3 1/2" of asphalt*) I would expect the cost to be somewhere between \$4,000 & \$6,500. I recommend that City funds be used to pay the cost of the additional base and pavement that is required by the City standards."

(*The City would put in an additional 6" of road base to make the road stronger and the City would pay for the additional one inch of asphalt.*)

Explanation and discussion of extra axils and turning rates and the damage that can result as opposed to using smaller trucks.

When the road was installed by developer, Forrest Darling, the requirement was only 2" of asphalt; that is why the suggestion for the City to participate in the upgrade of the road to current City standards.

Tricia Gunnerson: Why this one spot when the contractors dumped along a larger area?

Raymond Brown: The professionals that came out said 133'; when a truck is too heavy, the asphalt will stay intact in some places, but the road base cracks and gives way. After a period of time the asphalt will crack. It is only visible to the naked eye in some places, but will eventually start to tear up.

Question: (Unidentified) Wouldn't this be an issue on everyone who has to backfill a lot?

In this case, there were an unusual number of loads and misuse of the drop axils on the trucks that caused the damage, but a poor road could experience the same problems.

Tricia Gunnerson: She hopes that there is a solution to fixing the road and perhaps to hold off and do the road all at once.

Mayor Dunn: Summarizing:

- The road will have to be repaired
- The City will assist in bringing the road up to current standards
- If road costs can be shared with another developer, that would help
- Nothing will be done until the spring

Raymond Brown: Suggested a bond to insure this will be repaired.

(*Mrs. Gunnerson brought a bid in for the work in the amount of \$5,050 from L&M Construction; with a 3" asphalt.*)

\*The Mayor will speak to Mr. Stephens and Mr. Neeley about a good estimate; then he will get back to Mrs. Gunnerson. (They are trying to move in, so she would appreciate knowing as soon as possible.)

Raymond Brown: Suggested having the Planning Commission review the performance bonds for building permits.

(*Discussion*)

Not all cases present these types of problems; it may not be necessary for all homes.

PLANNING  
COMMISSION  
MEMBER  
APPOINTMENT

Mayor Dunn: He has interviewed John Hoschouer; who has a desire to serve on the Planning Commission. He ran for City Council, but was not elected. He serves on the Fire Dept. This appointment would be to replace Shawn Eliot.  
**MOTION WAS MADE BY MARK JOHNSON AND SECONDED BY RAYMOND BROWN TO APPOINT JOHN HOSCHOUER AS A MEMBER OF THE ELK RIDGE PLANNING COMMISSION**  
**VOTE: YES (5) NO (0)**

INSURANCE  
RENEWAL

Nelson Abbott: Matt Spencer has been exploring different options for the City; but he is still of the opinion that the City should stay with the current insurance coverage, with PEHP; until next year...the market may change and the Council can re-visit insurance. The Council may want to consider raising the deductible, placing the savings into an account and use that to help off-set additional costs in meeting the deductibles.  
The fair way to do this would be to get a consensus from the employees to see what they would prefer. The City could have Matt Spencer as a broker and have him take a percentage to work in the City's behalf.  
January 1, 2008 is the renewal date, so the City needs to contact them as soon as possible.  
**MOTION WAS MADE BY MARY RUGG AND SECONDED BY MARK JOHNSON TO LEAVE THE EXISTING INSURANCE POLICY AS IT EXISTS CURRENTLY WITH PEHP; AND TO REVISIT THE ISSUE IN 2008, WHEN COUNCILMEMBER ABBOTT DEEMS IT APPROPRIATE**  
**VOTE: YES (5) NO (0)**

MINUTES

*1. Minutes of 10-23-07:*

Nelson Abbott: Two corrections:

1. Pg. 3, line 31: Change the capital "O" in the middle of a word
2. Pg. 10, line 41: Change to "sales tax"

Mayor Dunn: Pg. 13, line 23: Steve Clough

**MOTION WAS MADE BY RAYMOND BROWN AND SECONDED BY ALVIN HARWARD TO ACCEPT THE CITY COUNCIL MINUTES OF 10-23-07; WITH CORRECTIONS**  
**VOTE: YES (5) NO (0)**

EXPENDITURES

*General:*

- A new switch has been installed in the bay area to save on electricity on the lighting
- The water heater in the City Hall offices has been removed and replace with two instant water heaters (bathroom and shop)
- It was approved to replace the furnace; but a filter is also needed...for an additional \$200
- The attic was checked for insulation; and it is insufficient...additional insulation would cost about \$660 (Delta), \$739 (Sunrock), \$790 (Big City), \$816 (Hansen)...all blown-in type.

**MOTION WAS MADE BY RAYMOND BROWN AND SECONDED BY MARY RUGG TO APPROVE ADDED INSULATION FOR THE CITY HALL, AFTER THE REPLACEMENT OF THE FURNACE, UP TO \$750; AND ADDING \$200 FOR A FILTER FOR THE FURNACE**  
**VOTE (POLL): RAYMOND BROWN-AYE, MARK JOHNSON-AYE, ALVIN HARWARD-AYE, MARY RUGG-AYE & NELSON ABBOTT-AYE**


*Passes 5-0*

Raymond Brown: Suggested the purchase of an overhead projector for use in the City Hall. Cost comparisons need to be brought to the Council.

ADJOURNMENT

Mayor Dunn adjourned the Meeting at 8:53 PM.



  
\_\_\_\_\_  
City Recorder