

ORDINANCE NO: O-2025-10

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE
RELATED TO LAND USE PROCEDURES**

WHEREAS, Highland City is authorized to enact land use regulations that govern the use and development of property in accordance with State law;

WHEREAS, HB 368 was adopted and signed into law during the 2025 general legislative session, which bill amends or newly enacts state law regulating local government land use and development procedures and regulations, including related to land use appeals, building permits, subdivision bonding, and annexations;

WHEREAS, Highland City desires to update its code to conform to the new laws;

WHEREAS, a duly noticed public hearing was held by the Planning Commission regarding the proposed amendments described herein on April 22, 2025, after which hearing the Commission recommended adoption of amendments to the regulations;

WHEREAS, the Highland City Council provided notice of and conducted a public hearing regarding the proposed amendments and to review the recommendation of the Planning Commission on May 6, 2025;

WHEREAS, the Highland City Council finds that the proposed amendments address and comply with the land use requirements and procedures amended or established by HB 368, and further the public welfare and are in the interest of the public.

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

SECTION 1. The Highland Development Code is amended as shown in Exhibit A, attached hereto.

SECTION 2. All ordinances and parts and provisions thereof in conflict with this ordinance are repealed to the extent of such conflict.

SECTION 3. The City Recorder, under the supervision of the City Administrator and City Attorney, may make non-substantive corrections to any portion of this ordinance for grammatical, typographical, numbering, and consistency purposes in accordance with the expressed intent of the City Council.

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this 6th day of May, 2025.



Kurt Ostler,
Mayor

ATTESTED:



Stephannie Cottle
City Recorder



Exhibit A

2-304 Organization And Procedure

1. The Appeal Authority may adopt reasonable policies and procedures in accordance with City ordinances to govern the conduct of its meetings ~~and~~ **hearings** and for any other purposes considered necessary for the functioning of the position of Appeal Authority.
2. The Appeal Authority shall hold meetings as needed to consider matters within its purview under the City's land use ordinance. The Appeal Authority meetings shall be held as deemed necessary by the Appeal Authority. All meetings shall be properly noticed and held in accordance with the Open and Public Meetings Act set forth in Utah Code Annotated section 52-4-101 et seq.
3. The Appeal Authority shall respect the due process rights of each of the parties to an appeal or variance application and shall give all parties a reasonable opportunity to present written or oral arguments before making a decision.
4. Written minutes of all meetings of the Appeal Authority shall be prepared and filed in the Office of the City Recorder for review and access by the public in accordance with Utah State Law.
5. The decision of the Appeal Authority takes effect on the date when the Appeal Authority issues a written decision.

2-306 Appeals

1. An applicant or any person adversely affected by the land use authority's decision administering or interpreting a land use ordinance may, within the applicable time period, appeal that administrative decision to the Appeal Authority by alleging that there is error in any order, requirement, decision, or determination made by the land use authority in the administration or interpretation of the land use ordinance.
2. Informal reviews are not subject to appeal. Formal recommendations are not subject to appeal and therefore may not be appealed to the Appeal Authority. Legislative actions are not subject to appeal.
3. An appeal shall be made in writing within ten (10) calendar days of the administrative decision by the city land use authority and shall be filed with the Community Development Department on an application form with required documentation and accompanied with the appropriate fees as required.
4. The appeal shall specify the decision appealed, the alleged error made in connection with the decision being appealed, and the reasons the appellant claims the decision to be in error, including every theory of relief that can be presented in district court. The appellant has the burden of proving the decision appealed is incorrect. Only information and claims that were previously presented as part of the land use application, hearings, or process may be submitted.
5. An appeal filed with to the Appeal Authority shall stay all further proceedings concerning the matter about which the appealed order, requirement, decision, determination, or interpretation was made until such time a decision is rendered by the Appeal Authority.
6. Upon receipt of an appeal of an administrative decision, the Appeal Authority shall schedule and hold a public meeting in accordance with the standards and procedures set forth in this Section. Notification of the date, time and place of the meetinghearing shall be given to the appellant, the respondent (i.e., the land use applicant) and the city at least ~~7~~-seven (7) calendar days before the public meeting.
7. All appeals shall be heard within 180 days after the filing of the appeal. Appeals not heard within this time frame due to the appellant's failure to

expeditiously pursue its appeal will be considered void and withdrawn by the appellant.

8. The Appeal Authority shall determine the correctness of the land use authority's interpretation and application of the plain meaning of the land use regulations and interpret and apply a land use regulation to favor a land use application unless the land use regulation plainly restricts the land use application. The Appeal Authority shall uphold the decision unless it is not supported by substantial evidence in the record or it violates a law, statute, or ordinance in effect when the decision was made. Only information and claims that were previously presented as part of the land use application, hearings, or process is to be considered by the Appeal Authority. The Appeal Authority shall render a written decision on the appeal. Such decision may reverse or affirm, wholly or in part, or may modify the administrative decision.

Table 2-704A

Subdivisions (subdivision conforming to current zoning regulations; exceptions require legislative approval)	[Review]	[Recommend]	[LUA]	[Appeal]
Major (3+ lots or road) - Preliminary Plat	DRC	DRC	PC	AA
Major (3+ lots or road) - Final Plat & Improvement Plans	DRC	DRC	DAB	AA
Minor (2+ lots, no road) - Final Plat & Improvement Plans	DRC	DRC	DAB	AA
<u>Subdivision Assurances, Acceptance of Subdivision Improvements and Warranty Work</u>	<u>DRC</u>	=	<u>CE</u>	<u>AA</u>

~~3-103~~ Zoning Of Annexed Territory

~~As part of its recommendation to the City Council regarding a proposed annexation, the Planning Commission may make recommendations regarding the zone classification which should be applied to the territory, and provided that due public notice of said recommendation shall have been given and a hearing held, as required under Chapter 9 of this Code, the City Council may, in or subsequent to adoption of the annexation ordinance, act to zone the annexed property in accordance with the Planning Commission's recommendation; provided, however, if no such recommendation is given and hearing held, the land shall be classified into that zone with which it has the longest contiguous boundary.~~

~~3-104~~ 103 Illegal Uses Prohibited

Any building or use of land or any construction thereon which was not authorized by or under the 1981 Zoning and Subdivision Ordinance of Highland City, including all amendments thereto, or which is illegal under such ordinances, shall remain unauthorized and illegal unless expressly authorized or permitted in the provisions of this Code.

6-102 Type And Amount Of Assurances

1. The amount of the performance guarantee shall be 100% of the estimated cost of the required public landscaping improvements or infrastructure improvements that have not yet been installed, inspected, and approved, as evidenced by an engineer's estimate or licensed contractor's bid, plus 10% of such estimated cost to cover administrative costs incurred by the City to complete the improvements. The estimate or bid shall allocate all costs according to the infrastructure improvement categories set forth in this Chapter. The total performance guarantee shall be not less than 110% of the total estimated cost of the improvements.
2. The form of performance guarantee shall be one of the following:
 - a. A deposit of cash in a separate escrow account in an amount not less than 1120% ~~(both performance guarantee and warranty assurance)~~ of the estimated cost of constructing the required improvements, as determined by the City. Said account shall be made with a financial institution acceptable to the City Administrator and shall be established in such a manner that any release therefrom shall require the advance written consent of the City, as set forth in this Chapter.
 - b. An irrevocable letter of credit in an amount not less than 110% of the estimated cost of constructing the required improvement or improvements, as determined by the City. Said letter shall be issued by a financial institution acceptable to the City Administrator and shall contain the terms and conditions required by this Chapter.
3. If the performance guarantee is provided as a cash deposit, the applicant shall be entitled to deposit the guarantee in an interest-bearing account and to collect all earned interest upon proper release of the guarantee. If the deposit is with the City, the City shall place the cash deposit in an interest-bearing account and return any earned interest to the applicant upon proper release of the guarantee.
4. The improvement warranty assurance shall be one of the forms permitted for a performance guarantee - a cash deposit in an escrow account and shall be in an amount not less than the lesser of 10% of the estimated cost of constructing all the required improvements or the reasonably proven costs of completion of all the required improvements, regardless of whether a performance guarantee was provided for the improvements. If a portion of a performance guarantee is provided or retained as an improvement warranty

assurance, the applicant shall ensure that such portion of the performance guarantee meets the standards set forth in this Chapter for an improvement warranty assurance.

5. The warranty assurance may be combined with a cash deposit escrow account provided as or for the performance guarantee. The warranty assurance shall be provided at the same time as the performance guarantee, or prior to the recordation of a final plat if no performance guarantee is provided by the applicant at the time the applicant desires to begin the improvement warranty period, which shall be at or after the applicant has filed written requests for inspection of improvements and the improvements have been inspected and accepted., and
6. †The warranty assurance shall not expire, lapse, or be released until after the improvement warranty period. The warranty assurance shall secure the developer's unconditional warranty as to the workmanship, design, materials, construction, and durability of the improvements.

3.—

6-104 Performance Bond - Subdivider

1. Prior to recordation of a final plat, after it has received approval, the subdivider shall either complete all of the public improvements required in the subdivision or enter into an agreement with the City to provide assurances that insure completion and durability of all public improvements required to be installed in the subdivision that have not yet been installed, inspected, and approved, according to the approved subdivision improvement plans. The agreement shall be in a form and contain such provisions as approved by the City Attorney's Office. The agreement shall include but not be limited to:
 - a. Incorporation by reference of the approved final plat, the approved subdivision improvement plans, and all data required which is used to compute the cost of the improvements by the Land Use AuthorityCity Engineer.
 - b. Completion of the improvements within a period of time not to exceed one year from the date the agreement is executed.
 - c. The improvements shall be completed to the satisfaction of the Land Use AuthorityCity Engineer and according to City standards, as established by the City and accepted.
 - d. The amount of all assurances shall be as set forth in this Chapter. 120% of the City Engineer's estimated cost of the public improvements to be installed, with 110% provided as a performance guarantee and 10% provided as an improvement warranty assurance.
 - e. The City shall have exclusive control over the assurance proceeds such that they may be released only upon written approval of the Land Use Authority City Engineer and they shall be released upon written demand of the Land Use AuthorityCity Engineer. No other person, including the developer or the issuer of the assurance, may have any right to limit when or how the City can demand release of the assurance proceeds.
 - f. If the assurance proceeds are inadequate to pay the cost of the completion of the improvements, which costs include administrative and legal costs, according to City standards for whatever reason, including previous reductions, then the developer shall be responsible for the deficiency. Building permits shall not be issued in the

subdivision until the improvements are completed, in accordance with state law.

- g. If upon written demand of the City after expiration of the time period, the assurance proceeds are not transferred to the City within 30 days of the demand, then the City's costs of obtaining the proceeds, including the City Attorney's Office costs or outside attorney's fees and court costs, shall be deducted from the assurance proceeds.
- h. Upon receipt of the assurance proceeds, after the expiration of the time period, the costs of completion shall include reimbursement to the City ~~Engineer and all other City departments~~ for the costs of administration of the completion of the improvements.
- i. The developer agrees to hold the City harmless from any and all liability which may arise as a result of the improvements which are installed until such time as the City accepts the improvements and the improvement warranty period has expired.
- j. The performance guarantee shall be valid and shall not expire for a term of at least two (2) years from issuance. The warranty assurance shall be valid and shall not expire or be released until after the improvement warranty period.

6-106 Inspection of Improvements, Final Disposition And Release Of Performance Guarantee

1. The developer, or other person giving the assurances required by this Chapter, shall be responsible for all materials and workmanship of the improvement. At the completion of the work, and prior to the full release of any performance guarantee and/or the beginning of the improvement warranty period, the ~~person giving the assurances applicant~~ shall submit to the ~~City Engineer Land Use Authority complete~~ record drawings as required by section 5-6-111 and a certificate of completion.

2. Inspection of Improvements.

a. The applicant shall request in writing inspection and acceptance of the condition of the improvements covered by the assurances or of warranty work and the City's acceptance thereof.

b. The ~~City Land Use Authority~~ shall have fifteen (15) ~~working days, or as soon as practicable after fifteen days if inspection is impeded by winter weather conditions or, for warranty work, by extraordinary circumstances, after receipt of the request, in writing, to complete inspections of improvements and warranty work and determine whether the improvements or work meet the City's standards and can be accepted~~respond.

i. If winter weather conditions do not reasonably permit a full and complete inspection of improvements or warranty work within fifteen (15) days of an applicant's request, the City shall notify the applicant in writing within the fifteen-day period that the City will require additional time to inspect and accept or reject the work.

ii. Extraordinary circumstances refer to circumstances when the City is processing a request for inspection that substantially exceeds the normal scope of inspection, the applicant has provided two or more requests for inspection within the same thirty-day period, or the City is processing an unusually large number of requests for inspection.

iii. If the City rejects an applicant's performance of warranty work three times, the City may take an additional fifteen (15) days to complete inspections and respond to requests.

c. If the Land Use Authority determines that the installation of improvements or performance of warranty work does not meet the City's standards, the Land Use Authority, or designee, shall, within fifteen (15) days of the day on which the Land Use Authority makes the determination, provide a written list of the reasons for the Land Use Authority's determination.

d. If the Land Use Authority fails to timely provide the list of reasons for its determination, the applicant may submit a written request for the list within five (5) days of the end of the fifteen (15) day period. If the Land Use Authority fails to provide the list of reasons for its determination within five (5) days after a written request for the list, the City shall, at the applicant's request, reimburse the applicant 20% of the performance guarantee or warranty assurance for the infrastructure improvement category, as applicable.

~~1.3.~~ _____ ~~The City Engineer shall then make a preliminary inspection of the improvements.~~ If the installation of improvements or warranty work do not conform to applicable City standards, the condition of material or workmanship shows unusual depreciation or does not comply with the acceptable standards of durability, or if any outstanding liens are not paid, the Land Use Authority~~City Engineer~~ may declare the person giving the guarantee in default.

~~2.4.~~ _____ Upon the City's receipt of complete record drawings and certificate of completion, and the City's successful inspection and acceptance of the improvements at the request of the developer, the performance guarantee shall be released and the improvement warranty period shall begin. For the duration of said warranty period, the developer shall provide an unconditional warranty that the installed and accepted improvements comply with the City's written standards for design, materials, and workmanship and shall not fail in any material respect, as a result of poor workmanship or materials.

6-107 Partial Release Permitted

1. The City Engineer Land Use Authority may, upon application of the person giving the guarantee, authorize from time to time a partial release of the performance guarantee in accordance with the following requirementschedule, provided that at no time shall ~~the 10%~~ amounts provided as a warranty assurance or to cover administrative costs incurred by the City be released prior to expiration of the improvement warranty period.
2. Partial and complete releases of a performance guarantee shall be made based upon completion of improvements within infrastructure improvement categories, which categories are:
 - a. Culinary water system;
 - b. Sanitary sewer system;
 - c. Storm water system;
 - d. Transportation system;
 - e. Pressurized irrigation system;
 - f. Public landscaping;
 - g. Public parks, trails, and open space improvements.
3. Releases of a performance guarantee or warranty assurance shall be made within fifteen (15) days of the day the Land Use Authority inspects and accepts the improvements or warranty work for the respective infrastructure improvement category, as set forth in this Chapter:

1.4. Schedule for partial releases:

Percent of Work Completed	Maximum Percentage of Performance Guarantee Eligible for Release
25%	Up to 20% of P performance G guarantee <u>allocated to the respective infrastructure improvement category (20% released)</u>
50%	Additional 20% of p Performance G guarantee <u>allocated to the respective infrastructure improvement category (40% released)</u>

75%	Additional 20% of P performance G guarantee <u>allocated to the respective infrastructure improvement category (60% released)</u>
100% and a satisfactory final inspection, <u>and provision of record drawings</u>	<u>Additional 30% of performance guarantee allocated to the respective infrastructure improvement category (90% released), unless the applicant has provided a separate warranty assurance. If a separate warranty assurance is provided, then all remaining amounts of the performance guarantee shall be released. All Remaining Amount of Performance Guarantee, Less Amounts Retained as Warranty Assurance</u> <u>Amounts provided to cover administrative costs shall not be released until the improvement warranty period expires and all improvements and warranty work have been inspected and accepted.</u>

6-108 Duration Of Assurances

1. The duration of the performance guarantee covering the construction and installation of the required improvements shall be for a period of at least two (2) years from the date of issuance. In the event that the performance guarantee expires or is otherwise released without the written approval of the ~~City Engineer~~Land Use Authority, and there remain incomplete or defective improvements or landscaping, the Land Use Authority ~~City Engineer~~ may require the responsible party to provide another performance guarantee insuring the completion of all remaining improvements in accordance with this Chapter. The City may withhold building permits, certificates of occupancy, or other approvals, to the extent permitted by state law, related to subdivisions, developments, and other projects for which a performance guarantee has not been properly provided or is otherwise not in place.

2. The duration of the improvement warranty period insuring the durability, condition, material, and workmanship of completed improvements and landscaping, shall be one (1) year, beginning on the date following the completion of all improvements and final acceptance of the same in writing by the Land Use Authority~~City Engineer~~, provided that the ~~City Engineer~~ Land Use Authority shall require the improvement warranty period to be extended, and the warranty assurance to be held, for a period of two (2) years if
 - a. The Land Use Authority determines, based on accepted industry standards and for good cause, that a one-year period would be inadequate to protect the public health, safety, and welfare; and
 - a-b. _____ the city has substantial evidence on record of:
 - i. Prior poor performance by the applicant: OR
 - ii. That the area upon which the infrastructure will be constructed contains suspect soil and the city has not otherwise required the applicant to mitigate the suspect soil.

- 2.3. _____ The warranty assurance, consisting of a cash deposit in the amount of not less than 10% of the total estimated cost of constructing and installing the required improvements shall be retained by the City until the completion of the improvement warranty period as security for the developer's warranty of the completed improvements. Such warranty assurance shall be a

guarantee of the durability of all improvements. If, at the end of the improvement warranty period, the durability, condition, material, and workmanship of said improvements are found to be satisfactory, the ~~City Engineer~~ Land Use Authority shall authorize release of the warranty assurance. If, however, during said period the condition, or material, or workmanship of the improvement or improvements fails or shows unusual depreciation, or if it becomes evident that certain work was not completed or was not completed according to all City, State, and other applicable standards, or that said improvements do not otherwise comply with accepted standards of durability, said condition shall be corrected by the person giving the warranty assurance. If the corrections are not made within a reasonable time, the Land Use Authority~~City Engineer~~ may, in accordance with this Chapter, declare such person in default and use the warranty assurance proceeds to defray the cost of any required work.

6-109 Default

1. When the ~~Land Use Authority~~City Engineer shall determine that the person posting the performance guarantee or warranty assurance has failed or neglected to satisfactorily install the required improvements or make required corrections, or to pay all liens in connection with said improvements, the ~~Land Use Authority~~City Engineer may declare the performance guarantee or warranty assurance, or any unreleased portion thereof, forfeited and thereafter may install or cause the required improvement to be installed or repaired using the proceeds of the assurances to defray the expense thereof. The ~~Land Use Authority~~City Engineer will give written notice to the person giving the assurances prior to declaring the assurance in default.
2. In the event that the unreleased portion of the assurances is not sufficient to pay additional costs and expenses of such installation or repair, the City may commence to declare legal action against the person giving the guarantee for any additional costs and expenses of such installation or repair, including all costs of administration, attorney fees, and enforcement.

7-101 ~~Intent~~ General Annexation Regulations

1. All requests to This ordinance is intended to outline procedures and conditions with Title 10-2-401 et, seq., Utah Code Annotated, 1953, as amended, and all other applicable State law for the purpose of annexation of additional property into Highland City boundaries shall comply with and be processed in accordance with the requirements and procedures of Utah State law.
2. Annexations are legislative in nature. The City is not required to accept or approve a petition for annexation even though the petitioners may comply with all provisions required for annexation under this Code and state law. If annexation is approved, the City may choose to annex all or some of property proposed for annexation and may impose conditions or restrictions on such annexation.
- 1.3. The Planning Commission shall prepare and recommend to the City Council an annexation policy plan and may prepare and recommend amendments to such plan from time to time, as necessary or expedient.

7-102 Procedure For Annexation Of Territory

1. Annexation Application and Petition. ~~The owners of a majority of the private property as shown in the records of the County Recorder's office and the owners of at least one third in value of the real property as shown by the last assessment rolls, in property contiguous to the corporate boundaries of the City may file with the City Recorder a written annexation application, together with the following:~~
 - a. An applicant shall follow the process for submitting a petition for annexation as set forth in Utah State Code, including submitting or facilitating all notices and preparing and completing all documents and instruments.
 - b. The City may require an applicant to submit such forms, documentation, and information as is necessary or desired for the City to review and evaluate the request.
 - c. The Applicant shall pay all applicable fees ~~tion Review Fee, Plat Review and other required fees~~ as may be set by the Highland City Council by resolution.
 - d. ~~The name, address, and telephone numbers of up to five sponsors of the annexation one of whom shall be designated the contact sponsor for the City to work with.~~
 - e.d. _____ ~~The sponsors shall also deliver or mail a copy of the petition to the Utah County Clerk.~~
2. ~~City Council Land Use Authority~~ Review and Action. ~~The City Council Land Use Authority~~ shall review the application/petition for annexation in accordance with the procedures set forth in Utah State law, and may send the application to the ~~Planning Commission~~ Reviewing Body, Recommending Body, Staff, and/or Consultants and other public or private entities and persons who may be affected, impacted, or provide services to the annexed property for recommendations.
- 2.3. _____ ~~The City Council Land Use Authority may request the application/petition be reviewed~~ an annexation application/petition according to the following review criteria and any additional criteria that the Land Use Authority determines is relevant to the proposed annexation:
 - a. Whether or not it is in the interest of the City to annex additional land at that time.

- b. The capability of ~~Highland the~~ City to supply adequate municipal services to the area proposed for annexation, such as public streets, water, sewer, police and fire protection including what necessary improvements will be a requirement of the petitioners/owners of the property.
 - c. Whether or not the proposed annexation is consistent with the City's General Plan and the City's annexation policy plan.
 - d. What conditions, if any, should be attached to proposed annexations in order to provide adequate services, protect health or safety, or are necessary for proper implementation of the General Plan such as dedications for or provision of parks, trails, open space, roads, ~~of~~ other public facilities, payment of impact fees, or dedications of water rights or shares.
 - e. Whether as a condition and requirement of annexation, an annexation fee will be negotiated between the City and the petitioners. This fee may be separate and distinct from, and in addition to, any development impact fee assessed pursuant to the terms of the City's impact fee ordinance. The purpose of these fees shall be to reimburse the city for any extraordinary impacts on the City and infrastructure which may be created by the annexation.
 - f. Whether adjacent property owners object to the annexation or may be negatively impacted by the annexation.
 - ~~f. Such other information as may be required or necessary to understand and evaluate the application/petition.~~
4. The City may require the applicant to execute agreements and other documents and record the same against the property to be annexed to memorialize and enforce any required terms, conditions, and limitations of annexation.
5. The City Council shall designate the zoning classification for any property that is annexed at the time the property is annexed. If no zoning designation is made, the land shall be classified into that zone with which it has the longest contiguous boundary.
- ~~3. Annexations Not To Create Unincorporated Islands or Peninsulas. In no event shall the City Council approve annexations which would result in unincorporated islands or peninsulas being left within the boundaries of the City except pursuant to State Law existing islands or peninsulas within the City may be annexed, if they are already developed and require the delivery of municipal type service.~~

- ~~4. Acceptance or Rejection by City Council. After reviewing the annexation request and recommendations from the Planning Commission, Staff or Consultants, if any were requested, the City Council shall vote to either accept or reject the annexation petitions. If the annexation request is rejected the City Recorder shall notify the contact sponsor and the County Clerk of the rejection within five (5) days of the decision to reject the annexation application.~~
- ~~5. Certification of Petitions. If the annexation application is accepted the City Recorder shall within thirty (30) days review the annexation petitions to determine if they comply with all applicable law. If the City Recorder certifies that the petitions are valid and sufficient the Recorder shall notify the City Council and the sponsors in writing. If the City Recorder determines that the petitions are insufficient, the Recorder shall notify the City Council and the sponsors of the deficiencies in the petitions and the sponsors may modify the petitions and re file the annexation with the City.~~
- ~~6. Notice of Intent Annex. The City Council shall cause a public notice to be published and mailed as required by Utah State Code.~~
- ~~7. Public Hearing. If no protest is filed within the protest period or if the Boundary Commission approves the annexation after the protest is heard, the City Council may proceed to annex the property. Before acting on the annexation, the City Council shall hold a public hearing and provide notice as required in Utah State Code.~~
- ~~8. Ordinance of Annexation. Following the public hearing, the City Council may adopt an Annexation Ordinance which is consistent with the decision of the Boundary Commission, if any.~~
- ~~9.6. _____ Recording of Annexation Plat and Documents. Upon passage of the ordinance of annexation, the territory shall be deemed to be annexed. The recording of the plat and noticing requirements shall be completed as required in Utah State Code.~~