



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
JANUARY 16, 2018 AT 5:30 P.M.**

City Council Chambers
110 South Main Street
Springville, Utah 84663

AMENDED JANUARY 12, 2018 AT 2:00 P.M.

MAYOR AND COUNCIL DINNER – 5:00 P.M.

The Mayor and Council will meet in the Council Work Room for informal discussion and dinner. No action will be taken on any items.

CALL TO ORDER- 5:15 P.M.

COUNCIL BUSINESS

1. Calendar

- Jan 24 – ULCT 2018 Local Officials Day at the Legislature
- Feb 06 – Work/Study Meeting 5:30 p.m./City Council 7:00 p.m.
- Feb 13 – Work/Study Meeting 5:30 p.m.
- Feb 19 – Presidents Day Observed (City Offices Closed)
- Feb 20 – Work/Study Meeting 5:30 p.m./City Council 7:00 p.m.

2. **DISCUSSION ON THIS EVENING’S REGULAR MEETING AGENDA ITEMS**

- a) Invocation – Councilmember Jensen
- b) Pledge of Allegiance – Councilmember Creer
- c) Consent Agenda
 2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.

3. **DISCUSSIONS/PRESENTATIONS**

- a) Basic Water System Overview – Brad Stapley, Public Works Director
- b) Discussion Regarding Cemetery Plots – Brad Neel, Building and Grounds Director
- c) Discussion Regarding the Spanish Fork/Springville Airport – Bruce Riddle, Assistant City Administrator/Finance Director
- d) Open Meetings, Simplified Roberts Rules Training – John Penrod, Assistant City Administrator/City Attorney
- e) 5:30 P.M. Swearing in of Councilmember Brett Nelson

4. **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

5. CLOSED SESSION

The Springville City Council may temporarily recess the regular meeting and convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated Section 52-4-205.

6. ADJOURNMENT

CERTIFICATE OF POSTING

This meeting was noticed in compliance with Utah Code 52-4-202 on January 12, 2018. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendasminutes. Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website.

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means and the meeting will be conducted pursuant to Springville City Municipal Code 2-4-102(4) regarding electronic meetings.

s/s - Kim Rayburn, CMC, City Recorder



**REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
JANUARY 16, 2018 AT 7:00 P.M.**

City Council Chambers
110 South Main Street
Springville, Utah 84663

CALL TO ORDER

INVOCATION AND PLEDGE

APPROVAL OF THE MEETING'S AGENDA

MAYOR'S COMMENTS

CEREMONIAL AGENDA

1. Presentation of the Mayor's Awards – Shannon Acor, CTC Coordinator

PUBLIC COMMENT

Audience members may bring any item not on the agenda to the Mayor and Council's attention. Please complete and submit a "Request to Speak" form. Comments will be limited to two or three minutes, at the discretion of the Mayor. State Law prohibits the Council from acting on items that do not appear on the agenda.

CONSENT AGENDA

The Consent Agenda consists of items that are administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Council. The Agenda provides an opportunity for public comment. If after the public comment the Council removes an item from the consent agenda for discussion, the item will keep its agenda number and will be added to the regular agenda for discussion, unless placed otherwise by the Council.

2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.

REGULAR AGENDA

3. Consideration of a Resolution to Amend the Facility Interlocal Agreement between Nebo School District and Springville City – John Penrod, Assistant City Administrator/City Attorney
4. Consideration of a Resolution to formally initiate proceedings to Amend the Springville City Code in a manner that would prohibit approval of applications for single and multi-family dwellings above the first floor in the Community Commercial and Town Center Zones. – John Penrod, Assistant City Administrator/City Attorney
5. Discussion of Small Cell Towers – John Penrod, Assistant City Administrator/City Attorney

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION

6. The Springville City Council may temporarily recess the regular meeting and convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated Section 52-4-205.

ADJOURNMENT

CERTIFICATE OF POSTING

This meeting was noticed in compliance with Utah Code 52-4-202 on December 15, 2017. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendasminutes. Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website.

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s/s - Kim Rayburn, CMC, City Recorder



STAFF REPORT

DATE: January 9, 2018

TO: The Honorable Mayor and City Council

FROM: Bradley Neel, Director of Buildings and Grounds

SUBJECT: Cemetery Operations and Re-Sale of Plots

RECOMMENDED ACTION:

Not applicable and this report is for information purposes only so the City Council can understand the operations of the cemetery.

GOALS AND OBJECTIVES:

Communication & Customer Service:

- 1) The family
- 2) The Mortuaries
- 3) The vault companies
- 4) The monument companies
- 5) City staff
- 6) The family (emphasis!)

Burial Process:

- 1) Phone call from family/mortuary or in-person visit (24 hour notice is preferred)
- 2) Teresa Tipton locates the plots or sells plots
- 3) Grave opening order: burial information, dates, times, etc.
- 4) Acceptance of fees for plots and Sexton fees
- 5) Create burial record in the cemetery program
- 6) Notify City Sexton and cemetery staff
- 7) Cemetery staff locates the plot via ground markers and on-line burial program showing cemetery, section, block, lot, and plot.
- 8) Cemetery staff is trained using the proper equipment and tools to prepare the grave or open the grave
- 9) Coordinates with vault-company to put vault in place and to set up canopy, chairs, greens, etc.
- 10) After funeral services, Cemetery staff works with vault company to seal the vault and clean up
- 11) Cemetery staff finalizes burial by closing the grave and grooming the ground
- 12) Records maintenance and remove flowers after two weeks along with inspection of ground settling
- 13) Reports to Utah County each month by Teresa Tipton

Types of Burials:

- 1) Standard 42" X 96" X 72"
- 2) Double deep: 42" X 96" X 108"
- 3) Infant: 16" X 24" X 24" hole in the ground

CITY COUNCIL AGENDA

- 4) Cremation by use of 12" X 12" X 24" hole in the ground
- 5) Cremation niche by use of the cremation vault (City Cemetery)
- 6) Oversize burial for oversized caskets and vaults: vault company must submit dimensions
- 7) Disinterment: reversed burial or dig up burials for removal or relocation purposes. Criminal and court orders.

Cemetery Fees:

Burial prices for residents of Springville and for non-residents are listed below. If you have any questions regarding the cemetery fees, please call (801) 489-2770 or [email](#) the Cemetery staff.

PLOTS

Resident Upright — \$1,000

Resident Flat — \$850

Resident Oversized — \$1,150

Resident Infant — \$300

Infant plots are only in Heaven's Garden in Section L in Evergreen Cemetery

Non-Resident Upright — \$2,010

Non-Resident Flat — \$1,660

Non-Resident Oversized — \$2,450

Non-Resident Infant — \$400

Infant plots are only in Heaven's Garden in Section L in Evergreen Cemetery

CREMATION PLOT

Cremation plots are only in designated areas of each cemetery. Cremation plots are half plots.

Resident Upright — \$500

Resident Flat — \$425

Non-Resident Upright — \$1,005

Non-Resident Flat — \$830

CREMATION NICHE

Cremation niche prices pertain to the cremation wall in Springville City's Historic Cemetery. Cremation burials in any other area will pay for cremation plot and/or cremation sexton fees.

Resident — \$400

Second Interment — \$200

Non-Resident — \$650

Second Interment — \$250

SEXTON FEES

Resident Child/Adult — \$350

Non-Resident Child/Adult — \$650

Resident Infant/Cremation — \$250

Non-Resident Infant/Cremation — \$300

Weekend/Holiday Fee

Resident — \$250 extra

Non-Resident — \$300 extra

Double Deep Fee

Resident — \$350 extra

Non-Resident — \$650 extra

Overtime Fees

Resident — \$100 per half hour

Non-Resident — \$150 per half hour

DISINTERMENT FEES

For disinterment, the Sexton will be responsible for exposing the vault only. Removal of and transporting of the vault is the family's responsibility.

Adult — \$1,250

Infant — \$650

TRANSFER PLOTS

The burial rights transfer cost is per plot.

Resident to Resident — \$25

Non-Resident to Resident — \$25

Non-Resident to Non-Resident — \$50

Resident to Non-Resident — *the difference in price between Resident and Non-Resident burial rights in similar plot*

BURIAL RIGHTS PRICES						
Resident refers to residents of Springville City						
Plots	Full Plot	Cremation Plot*	Cremation Niche in City Cemetery***			
Resident Upright	1000.00	500.00	Resident	400.00	2nd Interment	200.00
Resident Flat	850.00	425.00	Non-resident	650.00	2nd Interment	250.00
Resident Oversized	1150.00					
Resident Infant**	300.00					
Non-Res Upright	2010.00	1005.00				
Non-Res Flat	1660.00	830.00				
Non-Res Oversized	2450.00					
Non-Res Infant**	400.00					
SEXTON FEES	Child/Adult	Infant/Cremation Sexton Fee	Weekend/Holiday Fee	Double Deep Fee	Overtime Fees	
Resident	350.00	250.00	extra 250.00	extra 350.00	100.00 per 1/2 hour	
Non-Resident	650.00	300.00	extra 300.00	extra 650.00	150.00 per 1/2 hour	
Disinterment Fees*****						
Adult	1250.00					
Infant	650.00					
TRANSFER PLOTS****						
Resident to Resident	25.00					
Non-Res to Resident	25.00					
Non-Res to Non-Res	50.00					
Resident to Non-Res	Difference in price between Resident and Non-Resident burial rights in similar plot.					
*Cremation plots are only in designated areas of each cemetery. Cremation plots are half plots.						
**Infant plots are only in Heaven's Garden in Section L in Evergreen Cemetery.						
***Cremation niche prices pertain to cremation wall. Cremation burials in any other area will pay for cremation plot and/or cremation sexton fees.						
****Burial rights transfer cost is per plot.						
*****Sexton's responsibility for disinterment will be to expose the vault only. Removal of and transporting the vault will be the responsibility of the family.						
Cemetery Office: (801) 489-2777; Secretary's Office: (801) 489-2770; Fax: (801) 489-7217						

Re-Sale of Cemetery Plots at City Cemetery:

This process is new for the City and will be explained during the presentation. There are approximately 200 plots available for re-sale at the City Cemetery.

Cemetery Policies:

Policy Effective: July 1, 2014

PURPOSE

The primary use of Springville City Cemeteries is for the burial of deceased persons according to Springville City and State Codes. All other uses of cemetery facilities and grounds will be discouraged. Residents and non-residents of Springville may be interred in Springville City cemeteries. Springville Cemeteries will operate under the direction of the

Director of Buildings and Grounds. Daily operations in the cemeteries will be overseen by the Cemetery Sexton. Springville City will charge fees according to City code for cemetery burial rights and all pertinent services provided for.

DEFINITIONS

Springville Resident: A person will be considered a Springville resident if they can prove that they have a current residential address within Springville City limits at the time of the purchase of a burial plot or sexton services. A deceased person must be a resident of Springville at the time of their death to be considered a Springville resident for sexton fees and any other related fees.

BURIAL RIGHTS

Purchase of Cemetery Plots/Burial Rights:

Cemetery plots may be purchased in either the Historic City Cemetery or the Evergreen Cemetery. Upon purchase of a cemetery plot, the purchaser acquires only burial rights for that plot and perpetual care of that plot by the City subject to rules and policies of the City. No purchase of real property is made or inferred.

Cemetery Plot Purchase Options:

Cemetery plots may be purchased by outright payment for the plots or by an arranged payment plan that may last up to two years. No interment will occur in any burial plot that is not fully paid for. Any plot that is not paid for within two years of the initial agreement date will forfeit all burial rights to that plot, will forfeit all monies paid for that plot, and the plot will be sold again at the current purchase price.

TRANSFER OF BURIAL RIGHTS

Transfer of burial rights may occur in accordance to provisions set forth in Springville City Code.

INDIGENT BURIALS

Arrangements for indigent burials can be made through the City. All indigent burials will be approved by the Mayor or City Council before interment. Indigent burial plots will be chosen by the Director of Buildings and Grounds at his discretion.

INHERITANCE OF BURIAL RIGHTS

Heirs may acquire burial rights to cemetery plots. Heirs must provide legal power of attorney or legal inheritance documents before burial rights can be reassigned to a new owner. New owners of burial rights will be bound to all existing and current fees and regulations.

Perpetual Care

Springville City will provide perpetual care of the cemeteries. The City will maintain cemetery grounds, infrastructure, roads, and all other elements associated with the cemeteries and cemetery properties. Springville City will be responsible for all necessary growth and development within the cemeteries. Perpetual care does not include maintenance or upkeep of any headstone, marker, monument, flower vase, or any other property that is not the property of Springville City.

TYPES OF CEMETERY PLOTS AVAILABLE

Upright Headstone Plots:

Upright headstone plots will allow placement of an upright single or double headstone, monument, or marker on the west end of the grave site. All upright headstones, markers, and monuments must meet all requirements pertaining to headstones, markers, and monuments before being placed in either cemetery. Upright headstones, markers, or monuments may not be placed at any plot that is not designated as an upright headstone plot. Flat headstones, markers, or monuments may be placed on an upright headstone plot. The cost of an upright headstone plot will be listed in the City's fee schedule.

Flat Headstone Plots:

Flat headstone plots will only allow markers that will remain flush with the ground. Planting of trees, shrubs, bushes or other vegetation on flat headstone plots is prohibited. The cost of a flat headstone plot will be listed on the City's fee schedule.

Infant Plots (1/3 size plots):

Infant plots are available in the infant section of the Evergreen Cemetery and in occasional areas of both cemeteries where full size plots are not available due to roads or infrastructure. Infants may also be buried at the east end of an already occupied plot if burial rights for that plot have already been purchased. The cost of an infant burial plot will be listed on the City's fee schedule.

Cremation Burials

Cremation burials may occur in an unoccupied burial plot with burial rights where no future full burial will occur, at the east end of an already occupied burial plot with proper burial

rights to that plot, or in a half size plot not located in the infant section of the Evergreen Cemetery. The price of the respective burial plot will remain the same regardless of full burial or cremation burial. Sexton fees for cremation burials will be less than full burial fees.

BURIALS

General Requirements:

- Interments will be limited to human dead.
- All associated fees must be paid to the City before any burial can occur in a City cemetery.
- Families and/or funeral directors will make all necessary arrangements with the City before an order for interment will be issued to the Cemetery Sexton.
- Notice for opening a grave must be submitted to the responsible party of Springville City at least 24 hours in advance to burial time.
- No interment will be allowed in any cemetery unless arranged for by someone legally holding a burial-transit permit.
- The City will provide excavation and refilling services for burials. Funeral directors, and other associated professionals will provide all other services related to funerals and graveside services.
- In winter months, the City will remove whatever snow is necessary to facilitate excavation and refilling of the grave. Extra snow removal may be provided, but is not required.
- The City is not responsible to move or reset any monument, headstone, or marker to facilitate a burial. The city may provide such services, at the discretion of the Sexton, for a fee. The City will accept no liability or responsibility for the monument, headstone, or marker during this process.
- No grave shall be opened, excavated, filled, or resodded by any person except the Sexton, or other designated City employee. The Sexton may, at his discretion, allow associated parties to assist with these procedures.

BURIAL VAULTS

- All burials including a casket require a burial vault.
- Burial vaults must be made of concrete, or similar structurally sound material, and constructed in such a manner that the vault will not collapse at any point.

- Infant or cremation burials may not require a concrete vault. However, any vault or container used in such a burial must be approved by the Sexton prior to placement.
- All vaults and containers must have a properly fitting lid. Lids must be sealed with appropriate materials before refilling of the grave can take place.
- The Sexton, or his designee, may not approve a vault to be placed if he feels that the vault will fail or does not meet expectations.

BURIAL PLOT ALLOWANCES

The following may occupy a burial plot:

- One body in one single casket.
- Two caskets buried on top of each other in a double deep burial.
- One parent and one infant child in a single casket.
- Two children in a single casket.
- Two separate infant/children interments.
- Up to six cremation containers.
- One adult and one infant in separate caskets if plot length allows.
- One infant burial per plot in infant sections.

DISINTERMENT

- A legal permit for disinterment and re-interment is required before any burial will be scheduled for disinterment.
- Springville City code provides that Springville City will only expose the vault for a disinterment. All other processes required for a disinterment will be the responsibility of those arranging the disinterment.
- Springville City will not remove any vault, casket, or remains from any grave as part of a disinterment.
- Springville City may deny a disinterment if the Sexton determines that such would damage or destroy cemetery grounds and/or adjacent burial plots where an interment has already occurred.

- It will be the responsibility of those arranging for the disinterment to repair any and all damages and to return cemetery grounds to the conditions that existed before the disinterment.

HOLIDAYS

Interments or disinterment will not occur on holidays that are observed by Springville City unless extreme circumstances require such.

MONUMENTS, MARKERS, AND HEADSTONES

- All monuments, markers, and headstones are not the property of Springville City. Springville City assumes no responsibility for the safety, upkeep, or condition of any monument, marker, or headstone in its cemeteries.
- Placement of any monument, marker, or headstone will only occur under the approval and direction of the Sexton, or his associate. All monument companies must check in with the sexton before they arrive to place a monument, marker, or headstone.
- The Sexton, at his discretion, may disallow the placement of any monument, marker, or headstone if such do not meet cemetery requirements, if no prior approval has been arranged, or if cemetery or grounds conditions do not allow setting to occur without damage to cemetery grounds.
- Upright monuments, markers, or headstones may only be placed in areas of the cemeteries where such is allowed. Flat monuments, markers, or headstones may be placed in any area of the cemetery.
- All upright monuments, markers, or headstones must be placed at the west end of the burial plot in line with all other markers.
- Any infant, child, or cremation burial occurring at the east end of a plot may have one flat headstone placed at the east end of the plot.
- Monuments, markers, or headstones placed in the infant section of the cemetery must be flat.
- Flat military markers may be placed at the east of a burial plot if another marker is at the west end of the plot.

MONUMENT, MARKER, OR HEADSTONE REQUIREMENTS:

- A double monument, marker, or headstone may not exceed 84" in length including cement borders and vases.
- A single monument, marker, or headstone may not exceed 42" in length including cement border and vases.
- A flat monument, marker, or headstone may not extend above the top of the concrete base, or above ground level.
- A monument, marker, or headstone to be placed in the infant section of a cemetery may not exceed 16" in width and 24" in length including concrete border. Infant markers may not have vases or holes for flowers in the concrete border.
- Concrete borders for all monuments, markers, or headstones except infant monuments, markers, or headstones must be a minimum of 8" wide and 6" deep.
- Concrete borders for infant monuments, markers, or headstones must be a minimum of 4" wide and 4" deep.
- All monuments, markers, and headstones will be placed in the traditional north-south orientation.
- Vases or holes for flowers should be located and centered on the north and south sides of the monument, marker, or headstone and be included in the concrete border. Vases and holes for flowers may not exceed maximum width and length requirements.
- All materials (stone, bronze, etc.) of the monument, marker, or headstone should be poured into or mechanically attached to the concrete base so as to prevent the monument, marker, or headstone being removed from the base and being damaged or causing damage.

PLANTINGS, TREES, AND OR SHRUBS IN THE CEMETERIES

- No tree, shrub, or other plant may be planted at any time in any cemetery without the expressed permission of the Sexton. Planting trees, bushes, shrubs or any other vegetation on flat headstone plots is prohibited.

- Trees, shrubs, and any other plants in the cemetery may be removed at any time at the discretion of the Sexton.
- The Sexton and his staff are under no obligation to prune, weed, or care for any shrub or other plant in the cemetery apart from existing cemetery trees and grass.
- Shrubs, or other plants, that impede with maintenance of cemetery grounds or impede the view of monuments, markers, or headstones may be removed at any time.

DECORATION OF GRAVES

Graves may be decorated, by interested parties, within the following guidelines:

No shepherd hooks or similar devices.

- Decorations should be tasteful
- No food, drink, candles, or lights
- No breakable items or glass containers
- No wires, stakes, sticks, or other such items
- Flowers, floral arrangements, plants in vases, etc. will be removed without notice when the Sexton, or his staff, deem them to be unsightly due to age.
- Following Mother's Day, Memorial Day, Father's Day, and Veterans Day, decorations will be left for seven days. After seven days, all decorations may be cleared from the cemetery and disposed of.
- Decorations on flat headstones may be removed at any time to facilitate cemetery maintenance except during the holiday times mentioned above.
- Decorations may remain in the cemetery from December 1 to February 28 without removal. Beginning March 1st, all decorations are subject to removal.
- Springville City is not responsible for theft, damage, or destruction of any decorations or personal items left in the cemeteries.

GENERAL CEMETERY REGULATIONS

- All vehicles should travel slowly through the cemeteries. 15 MPH is recommended.
- All vehicles should remain on paved roads, except when necessary to facilitate burials.
- Use of alcohol, smoking, and fireworks and prohibited in the cemeteries at all times.

Cemetery Care and Maintenance

- Cemetery lawn will be mowed at least once weekly during the growing season as weather allows.
- Cemetery lawn will be watered sufficient to keep the grass green and healthy when water restrictions do not prohibit watering.
- Cemetery lawn will be maintained so as to have a minimal amount of weeds.
- Cemetery trees will be maintained in accordance to ISA standards for tree pruning and maintenance. Trees deemed to be of risk to cemetery grounds or patrons will be removed.
- Cemetery roads will be kept free of snow and ice, within reason.
- Cemetery buildings and fences will be kept in good repair and presentable to the public.
- Trash and debris will be removed from cemetery grounds as soon as possible within reason.

BACKGROUND:

City Cemetery: First burial was 1851
Evergreen Cemetery: First burial was 1883

ALTERNATIVES:

N/A

FISCAL IMPACT: (see next page for four year history and yearly average)

**The information in this table was updated on January 4, 2018.

CEMETERIES	FYTD 2018	FY 2017	FY 2016	FY 2015	FY 2014	4 Yr. Average
Burials	106	182	177	179	182	180
Cremation Burials	14	19	19	18	21	19.25
Plots Sold	78	110	143	145	142	135
Revenues	\$ 158,943.00	\$ 240,154.00	\$ 270,212.34	\$ 255,889.00	\$ 268,346.00	\$ 258,650.34
Total # of Plots	25,298.00					
Total Plots Sold	21,471.00					
Total Plots Unsold	3,826.00					
Total Plots Occupied	14,025.00					



STAFF REPORT

DATE: January 9, 2018

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION TO AMEND THE FACILITY INTERLOCAL AGREEMENT BETWEEN NEBO SCHOOL DISTRICT AND SPRINGVILLE CITY.

RECOMMENDED MOTION

Move to approve Resolution No.2018-02 that approves the Nebo School District & Springville Master Facility Use Interlocal Cooperation Agreement.

BACKGROUND

Update Since December

This item was recently brought before the City Council on December 19, 2017. At that time, concerns were raised with respect to the Nebo School District's \$2.6 million payment, the "fundamental fairness" principles on which the agreement is based, and the District's requested swim lane usage in the morning. Since the December meeting, staff has reevaluated the morning lane usage and has discussed the \$2.6 million and "fundamental fairness" issues with the District. Here's how the agreement has been revised since December's meeting:

1. \$2.6 million. In the December meeting, the Council discussed the purpose behind the District's donation. When the District offered the \$2.6 million towards the new aquatic center, the amount of money offered (\$2 million originally and \$600,000 later based on increased costs) was based on the cost to increase the pool from what the City needed to a ten-lane pool. However, the resolution that the District passed to commit the original \$2 million also stated that the donation was for use of the pool. Even though the \$2.6 million is for construction, the District will not donate the \$2.6 million without some assurances that they will get to use the facility.

In an effort to bring both parties together on this issue, staff recommends the new language in the proposed agreement that states that the agreement may not be terminated for 13 years, except for legal necessity or the parties' mutual agreement. The agreement does allow the District to use the pool for at least 13 years to recoup the investment the

District believes it is making and provides assurance to the City that it will be allowed to continue to use the District's facilities for that same time period.

2. "Fundamental Fairness." Language has been added to the agreement stating that pool usage and other facility usage in the proposed agreement between the two parties meets the principle of "fundamental fairness" the two parties are trying to achieve. The agreement now states that fundamental fairness is based on cooperating, good faith, understanding each party's needs, communication, and acceptable facility use solutions.
3. Morning Lane Usage. After reevaluating the morning lane usage, our recreation staff has determined that allowing the 6 lanes in the morning is reasonable and will allow both parties to meet their swimming pool needs. Staff will answer any questions regarding the sixth lane in the City Council meeting.

The remaining portion of this report is the staff report provided to the Council for the December 19th meeting with a few minor revisions.

Prior Staff Report

Several years ago, the Nebo School District revised its facility use policies, and as part of the revisions, the School District and the City entered into an interlocal agreement that allows both parties to utilize the other party's facilities. The interlocal agreement provides the process and procedures for how the parties will work together to utilize each other's facilities and gives a schedule of what uses will occur in what facilities. Since entering into the facility interlocal agreement, the parties have worked well together to meet each party's facility needs. At this time, the interlocal agreement is being amended to address a few outstanding issues and issues related to the new Clyde Recreation Center ("CRC").

Prior to the general bond election for the CRC, the School District passed a resolution wherein the School District agreed to pay \$2 million to the City to help upsize the competition pool and allow the School District to use the pool. During the design phase of the CRC, the City again approached the School District for more money to offset construction inflation costs that were higher than anticipated. The School District agreed to pay an additional \$600,000.

The revisions to the Interlocal Agreement include the School District's payment of \$2.6 million, which roughly represents \$1.3 million of construction costs and \$1.3 million of pool use.

There are a few revisions in the interlocal agreement that are not related to the CRC, but the majority of revisions are related to the CRC. The revisions are as follows:

- Quicker Decision Process. The agreement establishes a committee to analyze and approve facility uses. The committee consists of six members, three from each party. The committee has worked well over the years and will continue to function. However, the committee is not set up to provide quick responses to facility uses that are not specifically listed on the agreement's official use

schedule. In an effort to make quicker decisions concerning uses that fall outside of the schedule, the agreement has been amended to allow the City's Recreation Director and the School District's Coordinator of School Services to make those decisions.

- Parking Lots. The School District uses the Art's Park parking lot as a driving range, and Springville uses the Cherry Creek Elementary School parking lot for the Art Museum. In the past, the parties have shared maintenance costs associated with these two parking lots. Recently, with new personnel involved, questions have arisen concerning the payment for parking lot maintenance. The agreement revisions require both parties to share equally in maintenance costs.
- Termination. Either party may terminate the agreement with one year's notice. However, if the agreement is terminated, the School District may still utilize the CRC for the entire 13-year period.
- CRC Payments. The School District will pay the City \$2 million within 10 days of the agreement being executed. The remaining \$600,000 will be paid within 10 days of a certificate of occupancy being issued for the CRC.
- School District Use of the CRC.
 - Practices
 - From September to January
 - 6 lanes from 5:45 am to 7:15 am
 - 10 lanes from 1:30 pm to 3:00 pm
 - 8 lanes from 3:00 pm to 4:30 pm
 - From January to February
 - 6 lanes from 5:45 am to 7:15 am
 - 8 lanes from 3:00 pm to 4:30 pm
 - Swimmers and Coaches will receive passes to enter CRC for practices and meets
 - Co-chairs from both parties will meet at least annually to evaluate practice times and each parties' needs
 - Swim Meets
 - Dual and Tri Meets
 - Each year a maximum of 8 one-day meets from the hours of 3:00 pm to 7:00 pm
 - Meets will be scheduled on an annual basis
 - The School District will be allowed to use other areas of the CRC besides the pool for meets as long as the use does not conflict with patrons and programs
 - Invitation and Region Meets
 - Each year a maximum of 3 two-day meets from the hours of 7:00 am to 7:00 pm
 - Meets will be scheduled on an annual basis
 - The School District will be allowed to use other areas of the CRC besides the pool for meets as long as the use does not conflict with patrons and programs

- Other Uses
 - Co-Usage
 - Elementary/Secondary School Activity Trips
 - Scheduled in advance for Sept to May from 9:00 am to 2:00 pm
 - Up to two schools at a time
 - Only one grade per school per year
 - Maximum of 50 activity trips per year
 - Entry fees will be 50% of regular cost
 - School Employee Social Functions
 - Schedule in advance for anytime of year during normal operating hours
 - Maximum of 50 school employee social functions per year
 - Only one function per school per year
 - 50% discount on pass
 - Exclusive Usage for School District Employee Social Functions
 - Scheduled in advance for anytime during the year during normal operating hours
 - Up to two events per year
 - Exclusive use of the facility for two hours
 - School District will pay for City's personnel costs

ALTERNATIVES

Decide not to amend the facility interlocal agreement and provide direction to staff on how the Council wants to move forward with changes to the interlocal agreement and facility use.

FISCAL IMPACT

Springville will receive \$2.6 million. The entire \$2.6 million is currently budgeted to be used to pay the construction costs of the CRC.

Attachments: Proposed Resolution and Interlocal Agreement

RESOLUTION 2018-02

A RESOLUTION APPROVING THE NEBO SCHOOL DISTRICT & SPRINGVILLE CITY MASTER FACILITY USE INTERLOCAL COOPERATION AGREEMENT.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “**Act**”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the providing of services and facility use; and

WHEREAS, Springville City and the Nebo School District (the “**District**”) are public agencies for purposes of the Act; and

WHEREAS, after careful analysis and consideration of relevant information, Springville City desires to enter into the Nebo School District & Springville City Master Facility Use Interlocal Cooperation Agreement (the “**Interlocal Agreement**”) with the District whereby Springville City and the District consent to utilizing each party’s facilities; and

WHEREAS, the proposed Interlocal Agreement takes effect on January 16, 2017; and

WHEREAS, Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SPRINGVILLE CITY, UTAH:

SECTION 1. Agreement Approval. The Interlocal Agreement, substantially in the form attached as Exhibit A, is approved and shall be executed by Springville City.

SECTION 2. Legal Review. As required by Section 11-13-202.5 of the Act, the Interlocal Agreement has been submitted to legal counsel of the City for review and approval as to form and legality.

SECTION 3. Filing with Records Keeper. As required by Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, an executed original counterpart of the Interlocal Agreement shall be filed immediately with the keeper of records of Springville City.

SECTION 4. Effective Date. This resolution shall become effective immediately upon passage.

PASSED AND APPROVED this 16th day of January 2018.

By _____
Richard J. Child, Mayor

ATTEST

Kim Rayburn, Recorder

EXHIBIT A

INTERLOCAL AGREEMENT

NEBO SCHOOL DISTRICT & SPRINGVILLE CITY
MASTER FACILITY USE
INTERLOCAL COOPERATION AGREEMENT

THIS NEBO SCHOOL DISTRICT & SPRINGVILLE CITY - MASTER FACILITY USE INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT ("School District"), a political subdivision of the State of Utah, of 350 South Main, Spanish Fork, Utah, 84660, and SPRINGVILLE CITY ("City"), a political subdivision of the State of Utah, of 110 South Main, Springville, Utah, 84663.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the School District and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in the shared use of the School District's Facilities and the City's Facilities located in or about Springville, Utah, in conjunction with the School District's classes, programs, activities, and events; and the City's classes, programs, activities, and events, as described herein;

WHEREAS, the governing bodies of the School District and the City have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

WHEREAS, this Agreement shall replace and supersede the Nebo School District & Springville City - Master Facility Use Interlocal Cooperation Agreement approved and executed in the year 2015 by the School District and the City.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

SECTION ONE
EFFECTIVE DATE AND DURATION

This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of up to fifty (50) years, unless sooner terminated as provided herein.

SECTION TWO
ADMINISTRATIVE ENTITY

The School District and City do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. However, the parties agree to establish a six (6) member Joint Governance Committee (the "Committee") comprised of the following individuals: (a) the Nebo School District Coordinator of School Services, or his/her designee; (b) the Nebo School District Operations Director, or his/her designee; (c) the Nebo School District Legal Counsel, or his/her designee; (d) the Springville City Buildings and Grounds Director, or his/her designee; (e) the Springville City Recreation Director, or his/her designee; and (f) the Springville City Attorney, or his/her designee. The Nebo School District Coordinator of School Services, or his/her designee, and the Springville City Recreation Director, or his/her designee, shall be the co-chairs of the Committee. This Committee shall meet as necessary and shall, in addition to any other duties and responsibilities set forth in this Agreement, establish usage guidelines and rules, scheduling procedures,

supervision and security, custodial duties, and payment of expenses associated with the Facilities, as described herein, subject to the terms and conditions of this Agreement. Governance of the Committee shall be by majority rule. In the event of a deadlock when there is an even division among the members of the Committee with respect to a matter concerning this Agreement, and the Committee members are unable to break the deadlock, the Superintendent of the School District and the City Administrator shall mutually cast a final vote to break the deadlock.

SECTION THREE **PURPOSE**

This Agreement is established for the purpose of sharing the use and maintaining the School District's Facilities and the City's Facilities located in or about Springville, Utah, in conjunction with the School District's classes, programs, athletic teams, activities, and events, including community school classes and programs; and the City's classes, programs, activities, and events, including city recreation teams and programs, and to set forth the respective duties and responsibilities of the School District and the City in conjunction therewith. Exhibit "A" attached hereto contains a list of the various School District Facilities along with the authorized uses, responsibilities, services and considerations of the City. The City may use School District Facilities for other City sponsored classes, programs, activities, and events that are not specifically listed under the "Authorized Uses" in Exhibit "A" so long as approval is granted by the School District's Coordinator of School Services and the City's Recreation Director. In the event that either of these two individuals believes the desired use needs to be heard by the Committee, the decision may be submitted to the Committee, and the Committee will make the final decision concerning the use in accordance with Section Two of this Agreement. Exhibit "B" attached hereto contains a list of the various City Facilities along with the authorized uses, responsibilities, services and considerations of the School District. The School District may use City Facilities for other School District sponsored classes, programs, activities, and events that are not specifically listed under the "Authorized Uses" in Exhibit "B" so long as approval is granted by the School District's Coordinator of School Services and the City's Recreation Director. In the event that either of these two individuals believes the desired use needs to be heard by the Committee, the decision may be submitted to the Committee, and the Committee will make the final decision concerning the use in accordance with Section Two of this Agreement.

SECTION FOUR **USE AND SCHEDULING OF FACILITIES**

A. School District Facilities: The School District shall have the exclusive use of its buildings, properties, and facilities (the "School District Facilities") during school hours and during school related classes, programs, athletic teams, activities, and events, including community school classes and programs. At other times when the School District Facilities are not being used by the School District, the School District may schedule the use of the School District Facilities for appropriate City classes, programs, activities, and events, including city recreation teams and programs. The City acknowledges and agrees that the School District may allow other individuals and entities to generally schedule up to six (6) months in advance for use of the School District Facilities in accordance with Nebo School District's School Facility Use Policy #KA. The specific City classes, programs, activities, and events shall be pre-approved by the Committee to assure that such activities are proper and compatible with the School District Facilities, and in compliance with applicable School District policies, procedures, and directives. All scheduling and access arrangements for the use of the School District Facilities shall be coordinated through the respective school principals or assistant principals. The City may schedule dates and times for the use of the School District Facilities up to one (1) year in advance by using a School District form requesting use of School District Facilities. To the extent legally and reasonably possible, the School District shall give the City second priority in scheduling the use of the School District Facilities (subsequent to the School District who has first priority). However, as with any scheduling of the School District Facilities, whether by the City or other individuals or entities, school related classes, programs, activities, and events will take precedence. Emergency or unforeseen circumstances that require the use of the School District Facilities by the School District, as determined to be in the best interests of the School District,

will take precedence over any prior scheduling by the City or any other individuals or entities. In the event the City disagrees with the School District's determination that there is an "emergency or unforeseen circumstance" which has taken precedence over the City's prior scheduled use of the School District Facilities, the City shall attempt to resolve the issue with the School District at the lowest level possible beginning with the school principal and continuing up to the Superintendent of the School District. Use of the School District Facilities by the City shall be in accordance with all the terms, conditions, rules, and regulations set forth in Nebo School District's School Facility Use Policy #KA, which policy is incorporated fully herein and made a part of this Agreement. The City's use of the School District Facilities shall also be in accordance with the reasonable rules, regulations, and directions imposed by the school administrators and/or custodians. Upon giving reasonable prior notice to the City, the School District may prohibit the use of any of its Facilities in the event the Facility is in need of maintenance, repair, or restoration; the physical condition of the Facility is unsafe for the intended activity(ies); or for any other reason relating to the condition of the Facility deemed to be in the best interests of the School District as determined in its sole and absolute discretion. In consideration of the services and expenditures provided by the City for the use of the School District Facilities as set forth in Exhibit "A" hereto, there will be no rent charged for the City's use of the School District Facilities. However, the City shall be responsible to pay any and all costs for the employment of school personnel, such as supervisors, custodians, technicians, and food service workers. The City shall be entitled to use the School District Facilities subject to the following conditions:

1. The City shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations.
2. The City shall not commit or suffer to be committed any destruction or damage, beyond reasonable wear and tear.
3. The City shall not commit or suffer to be committed any public or private nuisance.
4. The City shall maintain the School District Facilities in a reasonably clean and safe condition.

B. City Facilities: The City shall have the exclusive use of its buildings, properties, and facilities (the "City Facilities") for city related classes, programs, activities, and events, including city recreation teams and programs. At other times when the City Facilities are not being used by the City, the City may schedule the use of the City Facilities for appropriate School District classes, programs, athletic teams, activities, and events, including community school classes and programs. The School District acknowledges and agrees that the City may allow other individuals and entities to generally schedule up to six (6) months in advance for use of the City Facilities in accordance with its policies and procedures. The specific School District classes, programs, athletic teams, activities, and events shall be pre-approved by the Committee to assure that such activities are proper and compatible with the City Facilities, and in compliance with applicable City policies, procedures, and directives. All scheduling and access arrangements for the use of the City Facilities shall be coordinated through the respective City department directors, the City Recreation Director, the City Buildings and Grounds Director, or the Art Museum Director. The School District may schedule dates and times for the use of the City Facilities up to one (1) year in advance by using a City form requesting use of City Facilities. To the extent legally and reasonably possible, the City shall give the School District second priority in scheduling the use of the City Facilities (subsequent to the City who has first priority). However, as with any scheduling of the City Facilities, whether by the School District or other individuals or entities, city related programs, activities, and events will take precedence. Emergency or unforeseen circumstances that require the use of the City Facilities by the City, as determined to be in the best interests of the City, will take precedence over any prior scheduling by the School District or any other individuals or entities. In the event the School District disagrees with the City's determination that there is an "emergency or unforeseen circumstance" which has taken precedence over the School District's prior scheduled use of the City Facilities, the School District shall attempt to resolve the issue with the City at the lowest level possible beginning with the Springville City Recreation Director and continuing up to the City Administrator. Use of the City Facilities by the School District shall be in accordance with all the

terms, conditions, rules, and regulations set forth in City's Facility Use Policy, which policy is incorporated fully herein and made a part of this Agreement. The School District's use of the City Facilities shall also be in accordance with the reasonable rules, regulations, and directions imposed by City supervisors. Upon giving reasonable prior notice to the School District, the City may prohibit the use of any of its Facilities in the event the Facility is in need of maintenance, repair, or restoration; the physical condition of the Facility is unsafe for the intended activity(ies); or for any other reason relating to the condition of the Facility deemed to be in the best interests of the City as determined in its sole and absolute discretion. In consideration of the services and expenditures provided by the School District for the use of the City Facilities as set forth in Exhibit "B" hereto, there will be no rent charged for the School District's use of the City Facilities. However, the School District shall be responsible to pay any and all costs for the employment of City personnel, such as supervisors, custodians, and technicians. The School District shall be entitled to use the City Facilities subject to the following conditions:

1. The School District shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations.
2. The School District shall not commit or suffer to be committed any destruction or damage, beyond reasonable wear and tear.
3. The School District shall not commit or suffer to be committed any public or private nuisance.
4. The School District shall maintain the City Facilities in a reasonably clean and safe condition.

SECTION FIVE **MANNER OF FINANCING**

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall follow any applicable rules and regulations adopted by the Committee.

SECTION SIX **CUSTODIAL & MAINTENANCE SERVICES**

A. School District Facilities: The School District shall be responsible to hire and pay for all custodial and maintenance services associated with the operation, maintenance, and repair of the School District Facilities. In addition, the City shall, as necessary and appropriate, provide and pay for custodial and maintenance services as a result of the City's use of the School District Facilities. In the event a City activity or event creates an extraordinary or excessive amount of Facility clean-up which then causes the School District to incur additional custodial and maintenance costs above and beyond normal duties, the City agrees to be responsible to reimburse the School District for said custodial and maintenance costs which are incurred as a direct result of the City's use of the School District Facilities. Such additional custodial and maintenance costs shall be mutually determined by the City Recreation Director or his/her designee and the School District Coordinator of Operations or his/her designee. In the event the foregoing individuals are unable to mutually agree upon the additional custodial and maintenance costs, the matter shall be presented to the Committee for a decision in accordance with the procedures set forth in Section Two of this Agreement. Any such reimbursement shall be due and payable by the City to the School District within thirty (30) days following receipt of a written invoice therefore.

B. City Facilities: The City shall be responsible to hire and pay for all custodial and maintenance services associated with the operation, maintenance, and repair of the City Facilities. In addition, the School District shall, as necessary and appropriate, provide and pay for custodial and maintenance services as a result of the School District's use of the City Facilities. In the event a School District activity or event creates an

extraordinary or excessive amount of Facility clean-up which then causes the City to incur additional custodial and maintenance costs above and beyond normal duties, the School District agrees to be responsible to reimburse the City for said custodial and maintenance costs which are incurred as a direct result of the School District's use of the City Facilities. Such additional custodial and maintenance costs shall be mutually determined by the City Recreation Director or his/her designee and the School District Coordinator of Operations or his/her designee. In the event the foregoing individuals are unable to mutually agree upon the additional custodial and maintenance costs, the matter shall be presented to the Committee for a decision in accordance with the procedures set forth in Section Two of this Agreement. Any such reimbursement shall be due and payable by the School District to the City within thirty (30) days following receipt of a written invoice therefore.

C. Specific Facilities: Based on the historical use of the (1) parking lot located immediately east of the Springville Art Museum, which is approximately 27,000 square feet; and (2) Arts Park parking lot, which is approximately 90,000 square feet, the parties agree to share equally in the maintenance and repair costs associated with these parking lots (the "Parking Lots"). Even though both parties agree to share equally in the maintenance and repair costs of the Parking Lots, nothing in this subsection waives any rights that each party has to ownership and determining the operation of or when and how maintenance and repairs will be made to each party's respective parking lot. The parties will work together to determine when maintenance and/or repairs need to be made to the above facilities.

SECTION SEVEN **SUPERVISION AND SECURITY**

A. School District Facilities: The City shall be responsible to provide and pay for all necessary and appropriate supervision and security during the City's use of the School District Facilities. The persons responsible for such supervision and security shall have undergone and been cleared through a criminal history check by the Utah Bureau of Criminal Identification or other equivalent service.

In the event the School District has any concerns with a specific City supervisor, the School District shall discuss and attempt to resolve said concerns with the City. In the event the concerns cannot be adequately resolved, the School District may request the City to replace the individual with another City supervisor.

B. City Facilities: The School District shall be responsible to provide and pay for all necessary and appropriate supervision and security during the School District's use of the City Facilities. The persons responsible for such supervision and security shall have undergone and been cleared through a criminal history check by the Utah Bureau of Criminal Identification or other equivalent service.

In the event the City has any concerns with a specific School District supervisor, the City shall discuss and attempt to resolve said concerns with the School District. In the event the concerns cannot be adequately resolved, the City may request the School District to replace the individual with another School District supervisor.

SECTION EIGHT **PERSONAL PROPERTY**

Each party shall be responsible to provide its own athletic equipment and other personal property (herein referred to as "Personal Property") to be used in conjunction with the use of the other party's Facilities. Each party shall be the owner of its respective items of Personal Property. Each party shall be responsible for any loss, damage, or destruction incurred to its respective items of Personal Property, and to maintain insurance on the same. Unless otherwise authorized in writing by the other party, no Personal Property owned by one party may be left or stored at the other party's Facilities, and in the event such Personal Property is left or stored at the other party's Facilities, the parties hereby acknowledge and agree that the other party shall not be liable

for any loss or damage to said Personal Property from whatever cause. The parties further acknowledge and agree that there may be items of Personal Property (i.e., wrestling mats, volleyball nets, etc.) that are jointly owned by the School District and the City. Such jointly owned Personal Property may be used by both parties, and both parties are jointly responsible for its care, maintenance, and repair. In addition, there may be items of Personal Property that are inherently connected with the use of a party's particular facility for which the other party may be authorized to use in connection therewith.

SECTION NINE
ADMINISTRATION OF AGREEMENT

Pursuant to Utah Code Annotated, Section 11-13-101, et seq., the parties hereby agree that the Joint Governance Committee, as set forth in Section Two above, shall be responsible for administering this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the School District or the City.

SECTION TEN
FILING OF AGREEMENT

A copy of this Nebo School District & Springville City - Master Facility Use Interlocal Cooperation Agreement shall be placed on file in the Office of the City Recorder of the City and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

SECTION ELEVEN
INSURANCE

A. City Insurance: The City shall procure and maintain in force at its expense during the term of this Agreement public liability insurance providing insurance coverage for the City's use of the School District Facilities. Such insurance shall provide for such coverages, protections, insurable amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the Utah Local Government Trust.

B. School District Insurance: The School District shall procure and maintain in force at its expense during the term of this Agreement public liability insurance providing insurance coverage for the School District's use of the City Facilities. Such insurance shall provide for such coverages, protections, insurable amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the State of Utah Risk Management ("State Risk Management").

C. Property Insurance: Each party shall procure and maintain in force at its expense during the term of this Agreement property insurance for each party's Facilities.

SECTION TWELVE
NOTICE OF DEFAULT; CORRECTIVE ACTION

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

SECTION THIRTEEN
RIGHTS AND REMEDIES

In the event of any breach hereunder and after the lapse of the cure period as per Section Twelve above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

SECTION FOURTEEN
LIABILITY FOR INJURY, LOSS, OR DAMAGE TO PERSONS OR PERSONAL PROPERTY

A. City Use: The City shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, defend, indemnify, and hold harmless the School District for any death, personal injury, loss, or damage to persons or personal property (hereinafter “losses”) arising out of the City’s use of the School District Facilities, except for losses arising out of the sole negligence of the School District.

B. School District Use: The School District shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, defend, indemnify, and hold harmless the City for any death personal injury, loss, or damage to persons or personal property (hereinafter “losses”) arising out of the School District’s use of the City Facilities, except for losses arising out of the sole negligence of the City.

SECTION FIFTEEN
DAMAGE OR DESTRUCTION TO FACILITIES

A. City Use: If the School District Facilities are damaged or destroyed as a result of the use thereof by the City, repair or replacement costs up to Ten Thousand Dollars (\$10,000) will be determined and payable by the City as specified in the Joint Governance Committee guidelines and rules to be developed as stated in Section Two of this Agreement. Responsibility for and payment of damages or costs rising above that amount will be determined and payable through normal dispute resolution procedures, including, but not limited to, mediation, arbitration, or lawsuits, dependent upon the fault of the parties or others, subject to subrogation principles.

B. School District Use: If the City Facilities are damaged or destroyed as a result of the use thereof by the School District, repair or replacement costs up to Ten Thousand Dollars (\$10,000) will be determined and payable by the School District as specified in the Joint Governance Committee guidelines and rules to be developed as stated in Section Two of this Agreement. Responsibility for and payment of damages or costs rising above that amount will be determined and payable through normal dispute resolution procedures, including, but not limited to, mediation, arbitration, or lawsuits, dependent upon the fault of the parties or others, subject to subrogation principles.

SECTION SIXTEEN
GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

SECTION SEVENTEEN
COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

SECTION EIGHTEEN
NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the City, notice shall be mailed to the attention of the City Administrator at the above address. Either party may notify the other to designate a different address for mailing.

SECTION NINETEEN
ANNUAL REVIEW

The Committee set forth in Section Two shall meet at least annually to review this Agreement. The Committee shall specifically review and assess the usage of the School District Facilities and the City Facilities and the considerations given in exchange therefore as set forth in this Agreement and Exhibits "A" and "B" hereto. The objective of the Committee during their annual review is to make any necessary revisions or amendments to this Agreement and Exhibits "A" and "B" of this Agreement in order to achieve an acceptable level of "fundamental fairness" between the parties for the use of their respective Facilities. As of the date of this Agreement, the parties agree that this Agreement represents what the parties are trying to achieve as "fundamental fairness." In achieving "fundamental fairness," it is the intent of the parties to work cooperatively and in good faith with one another to address the needs of both parties. Being informed and understanding of each party's needs, having clear and open communication, and seeking for mutually acceptable facility use solutions are guiding principles in establishing and adjusting this Agreement to meet a level of "fundamental fairness" between both parties.

SECTION TWENTY
TERMINATION

Unless the parties mutually agree to terminate this Agreement earlier, or there is a legal requirement making it necessary to do so, this Agreement shall continue in full force and effect and may not be terminated by either party until the elapse of the thirteen (13) year period as described in Section Twenty-Two, Paragraph C below. Following the elapse of the thirteen (13) year period, this Agreement will continue for the duration, as described in Section One above, unless and until either party decides to terminate this Agreement (at any time and for any or no reason) by giving the other party at least one (1) year prior written notice of the same.

SECTION TWENTY-ONE
ACCEPTANCE OF FACILITY CONDITION

A. City Acceptance: The City agrees to use the School District Facilities in their "AS IS" condition. If repairs or maintenance are necessary or desirable, the City may request the School District to make such repairs and maintenance, but the School District is not under any obligation to do so. If the City makes repairs or conducts maintenance it shall be at its own cost.

B. School District Acceptance: The School District agrees to use the City Facilities in their "AS IS" condition. If repairs or maintenance are necessary or desirable, the School District may request the City to make

such repairs and maintenance, but the City is not under any obligation to do so. If the School District makes repairs or conducts maintenance it shall be at its own cost.

SECTION TWENTY-TWO
CLYDE RECREATION CENTER

A. Background. On August 12, 2015, the Board of Education of Nebo School District approved a Board Resolution wherein the School District committed to provide a financial contribution to the City for the construction of a new aquatics facility contingent upon the successful passage of a municipal bond. The aquatics facility would include a regulation-sized indoor competition swimming pool, which would be appropriate in length (minimum of 25 meters), width (minimum of 25 yards), swimming lanes (minimum of 8 lanes / 2 meters wide), depth (minimum of 4.5 feet), support facilities, etc. for Utah High School Activities Association (UHSAA) competitive high school swimming. In consideration of the financial contribution, the City would provide the School District certain usage of the aquatics facility. The specific terms and conditions of the School District's usage of the aquatics facility are to be memorialized in a mutually agreed upon Interlocal Cooperation Agreement. In November of 2015, Springville City residents voted to approve a municipal bond for the construction of a new aquatics facility. The City has designed and begun construction of the Clyde Recreation Center, which includes an indoor competition swimming pool (as described above) and related equipment and fixtures (e.g., racing blocks, lane dividers, timing equipment, scoreboards, etc.). Prior to beginning construction, the parties met and agreed that the pool depth would be thirteen feet (13') at one end of the competition pool, where the starting blocks will be located, and four feet (4') at the other end of the pool, where swimmers will do their turns, which depths meet UHSAA swimming pool dimension regulations. The Clyde Recreation Center is anticipated to be completed and operational around May of 2018. Accordingly, the School District and the City hereby set forth in this Agreement their mutual considerations and usages of the Clyde Recreation Center.

B. Financial Contributions. The School District shall pay to the City for the construction and usage of the new Clyde Recreation Center the total amount of Two Million Six Hundred Thousand Dollars (\$2,600,000), which shall be paid as follows: (a) Two Million Dollars (\$2,000,000) shall be paid within ten (10) business days following the execution of this Agreement; and (b) Six Hundred Thousand Dollars (\$600,000) shall be paid within ten (10) business days following the date a certificate of occupancy is issued for the Clyde Recreation Center. The parties agree that the School District's financial contribution to the City is allocated for the following intents and purposes: (1) to help pay for the construction of a facility the School District needs to meet UHSAA competition swimming pool regulations by constructing additional competition lanes and increasing spectator seating; and (2) for prepaid, discounted, and exclusive usage times the School District may use the competition swimming pool and other facilities at the Clyde Recreation Center as more specifically set forth in this Section Twenty-Two.

C. Usage of Clyde Recreation Center. In consideration of the financial contributions by the School District to the City as set forth in Section Twenty-Two, Paragraph B above, the City hereby grants to the School District the following usage of the Clyde Recreation Center for a period of thirteen (13) years beginning September of 2018.

1. Competition Swimming Pool / Locker Rooms / Spectator Seating Area / Restrooms

High School Swimming Team Practices
(Free Use of Facilities to the School District)

- *September 15th to End of Second Term (approximately January 15th) -- as per School District and UHSAA schedule to be coordinated in advance for each swimming season (see Section Four)*

- Forty-Three point Seven Five (43.75) lane hours per week (5:45 a.m. to 7:15 a.m.) with five (5) reserved lanes beginning at 5:45 a.m. and six (6) reserved lanes beginning at 6:00 a.m.
- Seventy-Five (75) lane hours per week (1:30 p.m. to 3:00 p.m.) with ten (10) reserved lanes
- Sixty (60) lane hours per week (3:00 p.m. to 4:30 p.m.) with eight (8) reserved lanes
- Practices to be held Monday through Friday
- Approximately five (5) day moratorium during Christmas break in December
- School District will determine and assign the usage for each high school swim team within the above practice schedule
- *End of Second Term (approximately January 15th) through Region Meets (approximately February 15th) -- as per School District and UHSAA schedule to be coordinated in advance for each swimming season (see Section Four)*
 - Forty-Three point Seven Five (43.75) lane hours per week (5:45 a.m. to 7:15 a.m.) with five (5) reserved lanes beginning at 5:45 a.m. and six (6) reserved lanes beginning at 6:00 a.m.
 - Sixty (60) lane hours per week (3:00 p.m. to 4:30 p.m.) with eight (8) reserved lanes
 - Seventy-Five (75) lane hours per week (8:00 p.m. to 9:30 p.m.) with ten (10) reserved lanes
 - Practices to be held Monday through Friday
 - Following the conclusion of Region Meets, the foregoing practice schedule may be adjusted to reduce the number of lanes and lane hours in order to accommodate the high school swim team members who qualify for State
 - School District will determine and assign the usage for each high school swim team within the above practice schedule
- To facilitate the foregoing, each School District swim team member, coach, and assistant coach will be issued a six (6) month pass to the Clyde Recreation Center to provide access only for the purposes outlined in this Paragraph C1
- The practice schedule outlined in this Paragraph C1 is illustrative of the needs of the School District's high school swimming teams in relation to the number and length of time blocks, lane hours, and number of swimming lanes. The City and School District understand and agree that circumstances may change which could necessitate adjustments in the above practice schedule. The change in circumstances may arise from either the City or the School District. It is the intent hereof that the City and School District will work cooperatively and in good faith with one another to address the needs of both parties in regards to the practice schedule. Being informed and understanding of each party's needs, maintaining similar usage of the competition swimming pool, having clear and open communication, and seeking for mutually acceptable solutions are guiding principles in establishing and adjusting the practice schedule.
- The City's Recreation Director and School District's Coordinator of School Services, as co-chairs of the Joint Governance Committee ("Co-Chairs"), shall annually review the practice and swim meet schedules prior to the beginning of the swimming season, and at other times during the current swimming season in the event circumstances have or will change. Should any changes need to be made to the practice schedule set forth in this Paragraph C1, the revised practice schedule must be approved by both Co-Chairs and shall be set forth in writing and executed by the Co-Chairs. The meet schedule for each year must also be approved by both Co-Chairs in writing. The most recently agreed upon and executed practice schedule will become the established practice schedule as per this Paragraph C1.

2. Competition Swimming Pool / Locker Rooms / Spectator Seating Area / Restrooms / Gym & Exercise Areas

**High School Swimming Competition Meets - Team, Dual, and Tri Meets
(Free Use of Facilities to the School District)**

- *September 15th to February 15th -- as per School District and UHSAA schedule to be coordinated in advance for each swimming season (see Section Four)*
- Meets will be scheduled in advance in accordance with the scheduling process under Paragraph C1
- One day meets with a maximum of eight (8) meets per year
- Entire Competition Swimming Pool is reserved, along with the non-exclusive use of locker rooms, spectator seating area, restrooms, and gym/exercise areas for team preparation and set-up
- The City may revoke the School District's non-exclusive use of the gym/exercise areas should the use conflict with Clyde Recreation Center patrons or programs
- Said meets to be held Monday to Thursday from 3:00 p.m. to 7:00 p.m.
- Approximately five (5) day moratorium during Christmas break in December
- To facilitate the foregoing, each School District swim team member, coach, and assistant coach will be issued a six (6) month pass to the Clyde Recreation Center to provide access only for the purposes outlined in this Paragraph C2
- The hosting/sponsoring entity(ies) of the team, dual, or tri meets will be responsible to arrange, coordinate, and pay the City the costs associated with providing lifeguards needed for said swim meets

**High School Swimming Competition Meets - Invitational and Region Meets
(Free Use of Facilities to the School District)**

- *September 15th to February 15th -- as per UHSAA schedule to be coordinated in advance for each swimming season (see Section Four)*
- Meets will be scheduled in advance in accordance with the scheduling process under Paragraph C1
- One to two day meets with a maximum of three (3) meets per year
- Entire Competition Swimming Pool is reserved, along with the non-exclusive use of locker rooms, spectator seating area, restrooms, and gym/exercise areas for team preparation and set-up
- The City may revoke the School District's non-exclusive use of the gym/exercise areas should the use conflict with Clyde Recreation Center patrons or programs
- Said meets to be held Monday to Saturday from 7:00 a.m. to 7:00 p.m.
- Approximately five (5) day moratorium during Christmas break in December
- To facilitate the foregoing, each School District swim team member, coach, and assistant coach will be issued a six (6) month pass to the Clyde Recreation Center to provide access only for the purposes outlined in this Paragraph C2
- The hosting/sponsoring entity(ies) of the invitational or region meets will be responsible to arrange, coordinate, and pay the City the costs associated with providing lifeguards needed for said swim meets

3. Co-Usage of All Facilities at Clyde Recreation Center

**Elementary/Secondary School Student Activity Trips
(Discounted Use of Facilities to the School District)**

- *September 1st to May 31st from 9:00 a.m. to 2:00 p.m.*

- To be scheduled in advance with the City
- Only one or two schools may schedule their student activity trip(s) on the same date and time
- A student activity trip is limited to one grade level per school per year
- Maximum of fifty (50) student activity trips per year
- 50% discount on daily pass per school employee/volunteer
- 50% discount on daily pass per student

**Elementary/Secondary School Employee Social Functions
(Discounted Use of Facilities to the School District)**

- *January 1st to December 31st during normal operating hours*
- To be scheduled in advance with the City
- Only one or two schools may schedule their employee social function(s) on the same date and time
- An employee social function is limited to one per school per year
- Maximum of fifty (50) school employee social functions per year
- 50% discount on daily pass per employee/guest

4. Exclusive Usage of All Facilities at Clyde Recreation Center

**School District Sponsored Employee Social Functions
(Free Use of Facilities to the School District)**

- *January 1st to December 31st during normal operating hours*
- To be scheduled in advance with the City
- Two (2) hour exclusive usage
- Maximum of two (2) School District sponsored employee social functions per year

SECTION TWENTY-THREE
GENERAL PROVISIONS

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. Except as provided in Section Three and in Section Twenty-Two, Paragraph C1, this Agreement may only be modified by a writing signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

F. Exhibits. The following Exhibits attached hereto, and any Exhibits subsequently attached hereto from time to time, shall be considered to be binding upon all parties.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

H. Gender and Number. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

I. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

J. No Partnership, Joint Venture, or Third Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

K. No Waiver of Governmental Immunity. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act of Utah.

L. Effect on Previous Contracts and Interlocal Cooperation Agreements. This Agreement shall not supersede any previous Contracts and/or Interlocal Cooperation Agreements entered into between the School District and the City regarding the shared use of School District Facilities or City Facilities. This Agreement shall have the effect of supplementing and clarifying the parties' respective roles, duties, and responsibilities in relation to each other with the shared use of School District Facilities and City Facilities that may be specifically addressed in previous Contracts and/or Interlocal Cooperation Agreements. The parties hereby acknowledge and agree that the following Contracts and/or Interlocal Agreements are currently in effect as of the date of this Agreement which concern the Facilities of the School District and the City:

1. Interlocal Agreement - Parking Lot & Driving Range at Spring Acres Arts Park, dated August 28, 2000.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this Nebo School District & Springville City - Master Facility Use Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ___ day of January, 2018.

SPRINGVILLE CITY

By: _____
RICHARD J. CHILD, Mayor

ATTEST:

By: _____
VENLA GUBLER, City Recorder

**APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:**

JOHN A. PENROD,
Springville City Attorney

DATED this ___ day of January, 2018.

**BOARD OF EDUCATION OF
NEBO SCHOOL DISTRICT**

By: _____
KRISTEN C. BETTS, Board President

ATTEST:

By: _____
TRACY D OLSEN, Business Administrator

**APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:**

REED B. PARK,
Nebo School District Legal Counsel

EXHIBIT "A"

**CITY USE OF
SCHOOL DISTRICT FACILITIES
SPRINGVILLE HIGH SCHOOL**

FACILITY	AUTHORIZED USES
Auditorium	Miss Springville Pageant, occasional City use.
Auxiliary Gymnasiums	Adult basketball and volleyball leagues; youth basketball leagues and camps; youth baseball and softball leagues team selections; youth volleyball camps; special events.
Football Field	Youth Track and Field meets; summer youth track and field team; 7 th , 8 th , and 9 th grade football games.
Main Gymnasium	Adult basketball leagues; youth basketball leagues; volleyball leagues; youth baseball and softball leagues team selections; youth wrestling matches and tournaments; special events.
Soccer Fields	Occasional youth soccer games.
Grass Fields	Youth tackle football practices.
Track	Youth track and field meets; summer youth track and field team.
Baseball Field	Colt League baseball.
Basement Track	Community recreational walking and jogging during mornings and evenings.
Parking Lots	Parking for all City sponsored activities and events.

NEBO SUMMIT CENTER

FACILITY	AUTHORIZED USES
Gymnasium	Youth basketball leagues games and practices; volleyball games and practices; adult 3 on 3 basketball tournament.
Playing Fields	Youth tackle football leagues practices; youth soccer, baseball, softball, and football sports leagues practices.
Auditorium	Occasional City use.
Parking Lots	Parking for all City sponsored activities and events.

SPRINGVILLE JUNIOR HIGH SCHOOL

FACILITY	AUTHORIZED USES
Gymnasium	Youth basketball leagues games and practices; volleyball games and practices; adult 3 on 3 basketball tournament.
Playing Fields	Youth tackle football leagues practices; youth soccer, baseball, softball, and football sports leagues practices.
Parking Lots	Parking for all City sponsored activities and events.

ART CITY ELEMENTARY SCHOOL

FACILITY	AUTHORIZED USES
Playing Fields	Youth baseball, softball, soccer, and football leagues games and practices.
Parking Lots	Parking for all City sponsored activities and events.

BROOKSIDE ELEMENTARY SCHOOL

FACILITY	AUTHORIZED USES
Playing Fields	Youth baseball, softball, soccer, and football leagues games and practices.
Parking Lots	Parking for all City sponsored activities and events.

CHERRY CREEK ELEMENTARY

FACILITY	AUTHORIZED USES
Gymnasiums	Adult basketball leagues games and practices; youth basketball leagues games and practices; adult volleyball leagues games; youth volleyball leagues games; adult pickleball.
Playing Fields	Youth soccer leagues games and practices; youth football leagues practices.
Parking Lots	Parking for all City sponsored activities and events.
Grass Area & North Parking Lot	Activities, events, and parking associated with the Springville Art Museum, except during school hours used for school bus loading and unloading zone.

MEADOW BROOK ELEMENTARY SCHOOL

FACILITY	AUTHORIZED USES
Playing Fields	Youth baseball, softball, soccer, and football leagues games and practices.
Parking Lots	Parking for all City sponsored activities and events.

SAGE CREEK ELEMENTARY SCHOOL

FACILITY	AUTHORIZED USES
Playing Fields	Youth baseball, softball, soccer, and football leagues practices.
Parking Lots	Parking for all City sponsored activities and events.

WESTSIDE ELEMENTARY SCHOOL

FACILITY	AUTHORIZED USES
Playing Fields	Youth baseball, softball, soccer, and football leagues games and practices.
Parking Lots	Parking for all City sponsored activities and events.

GRANT BUILDING

FACILITY	AUTHORIZED USES
Playing Fields	Youth baseball, softball, soccer, and football leagues games and practices.
Parking Lots	Parking for all City sponsored activities and events.

CITY CONSIDERATIONS

- Pay one-half (1/2) the costs for additional items that are used by both the City and the School District (i.e., score boards, wrestling mats, rims, backboards, volleyball equipment, nets, soccer goals, etc.).
- Provide and pay for all fees for the watering of the baseball field, football field, practice field, and soccer fields at Springville High School.
- Provide and pay for all fees for the watering of the playing fields at Springville Junior High School.
- .
- Provide and pay for football field preparation and half of striping costs at Springville High School during the high school football team season and at other times.
- Provide labor and organization of all Youth track and field meets at Springville High School.
- Provide substitute teachers for coaches during Youth track and field meets.
- City police services for Springville High School Homecoming Parade.
- School District use of City Facilities.
- General good faith cooperation and considerations to the School District.

EXHIBIT "B"

NEBO SCHOOL DISTRICT USE OF CITY FACILITIES	
BIG HOLLOW PARK	
FACILITY	AUTHORIZED USES
Grass Fields	Springville High School girls soccer
BIRD PARK	
FACILITY	AUTHORIZED USES
Softball Fields	Springville High School softball team for practices and games.
Grass Fields	Springville High School football, marching band practices, and cross-country.
Walking/Jogging Course	Springville High School physical education classes.
Parking Lots	Parking for all School District sponsored activities and events.
CIVIC CENTER	
FACILITY	AUTHORIZED USES
Council Chambers	Nebo School District Truancy Court.
Justice Court	Nebo School District Truancy Court.
Multi-purpose Room	Springville High School Hope Squad trainings and other meetings.
CITY CANYON PARKS	
FACILITY	AUTHORIZED USES
City Pavilions	Reasonable use for School District activities and events, as specifically approved in writing by the School District and the City.
Grass Area	Reasonable use for School District activities and events, as specifically approved in writing by the School District and the City.
Parking Lots	Parking for all School District sponsored activities and events.
HOBBLE CREEK GOLF COURSE	
FACILITY	AUTHORIZED USES
Golf Course	Springville High School, Springville Junior High School, and Mapleton Junior High School golf teams for practices and tournaments. <i>Also governed by the Memo, dated December 1, 2004, executed by the Golf Professionals from East Bay, Spanish Oaks, Gladstan, Hobble Creek, and Cascade Golf Courses.</i>
Parking Lots	Parking for all School District sponsored activities and events.
HOBBLE CREEK TRAIL	
FACILITY	AUTHORIZED USES
Trail	Springville High school cross-country teams and physical education classes.
KOLOB PARK	
FACILITY	AUTHORIZED USES
Grass Area	Elementary school playground for recess and school activities.
Parking Lots	Parking for all School District sponsored activities and events.
MEMORIAL PARK	
FACILITY	AUTHORIZED USES
Grass Area	Springville High School cross-country teams for some practices and races.
Parking Lots	Parking for all School District sponsored activities and events.
SENIOR CITIZEN CENTER	
FACILITY	AUTHORIZED USES
Senior Citizen Building	Community Education classes.
SPRING ACRES ARTS PARK	
FACILITY	AUTHORIZED USES
Amphitheater/Stage and Grounds	Springville High School home coming activities and "Last Chance Dance".
Driver's Education Range	Springville High School Driver's Education classes; Springville High School athletic teams for banquets and special functions. <i>Also governed by a separate Interlocal Cooperation Agreement dated August 28, 2000.</i>
Tennis Courts	Springville High School tennis team for practices and matches; Springville High School physical education classes. <i>Note: School District and City shared construction costs for tennis courts.</i>

Grass Fields	Springville High School cross-country.
Parking Lots	Parking for all School District sponsored activities and events.
CLYDE RECREATION CENTER	
FACILITY	AUTHORIZED USES
Competition Swimming Pool and Related Facilities	See Section Twenty-Two of this Agreement.
Co-Usage of All Facilities	See Section Twenty-Two of this Agreement.
Exclusive Usage of All Facilities	See Section Twenty-Two of this Agreement.
Parking Lots	Parking for all School District sponsored activities and events.
SPRINGVILLE ART MUSEUM	
FACILITY	AUTHORIZED USES
Art Museum Rooms	Springville High School dance, orchestra, and choir concerts; Springville High School faculty banquet.
SPRINGVILLE CITY LIBRARY	
FACILITY	AUTHORIZED USES
Multi-Purpose Room; Upstairs Event Room	School District sponsored activities and events.
SWIMMING POOL	
FACILITY	AUTHORIZED USES
Swimming Pool	Springville High School swim team for practices and meets (\$0 per student); Spanish Fork High School, Maple Mountain High School, Salem Hills High School, and Payson High School swim teams for practices and meets (\$65 per student) [The foregoing shall be terminated upon the opening of the Clyde Recreation Center]
Parking Lots	Parking for all School District sponsored activities and events; school bus layover parking. [The foregoing shall be terminated upon the opening of the Clyde Recreation Center]
NEBO SCHOOL DISTRICT CONSIDERATIONS	
<ul style="list-style-type: none"> • Pay one-half (½) the costs for additional items that are used by both the School District and the City (i.e., score boards, wrestling mats, rims, backboards, volleyball equipment, nets, soccer goals, etc.). • Provide timers and scorekeepers for the youth track and field meets. • Printing and mailing of postcards for Fall and Winter Nebo School District Community Education Programs, which include website links to Springville City Recreation Programs. • City use of School District Facilities. • General good faith cooperation and considerations to the City. 	



STAFF REPORT

DATE: January 9, 2018

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: **CONSIDERATION OF A RESOLUTION TO FORMALLY INITIATE PROCEEDINGS TO AMEND THE SPRINGVILLE CITY CODE IN A MANNER THAT WOULD PROHIBIT APPROVAL OF APPLICATIONS FOR SINGLE AND MULTI-FAMILY DWELLINGS ABOVE THE FIRST FLOOR IN THE COMMUNITY COMMERCIAL AND TOWN CENTER ZONES.**

RECOMMENDED MOTION

Move to approve Resolution No. 2018-03 that formally initiates proceedings to amend the Springville City Code in a manner that would prohibit approval of applications for single and multi-family dwellings above the first floor in the community commercial and town center zones.

BACKGROUND

Under Section 10-9a-509 of the Utah Code, once a city has formally initiated proceedings to amend its land use regulations, a land use development application may not be approved if the pending ordinance would prohibit approval of the application as submitted.

Staff has already initiated proceedings to amend Springville's land use regulations to prohibit single and multi-family dwellings above the first floor in the community commercial and town center zones, which are located along Main Street and on 400 South, east of Main Street. The planning commission will review the proposed ordinance revisions on January 23, 2018. The attached resolution is to also formally initiate proceedings to amend the City's land use regulations.

ALTERNATIVES

Decide not to approve the resolution.

FISCAL IMPACT

None.

Attachments: Proposed Resolution

PERMITTED USE	ZONING DISTRICTS																		
	A1	R1-15	R1-10	R1-8	R1-5	R2	R-MHP	R-MF1	R-MF2	PO	BP	VC	TC	NC	CC	RC	HC	L-IM	H-IM
Attached																			
Dwelling – Single-Family Detached	P	P	P	P	P	P		P	P										
Dwelling – Single-Family Detached, Manufactured	P	P	P	P	P	P	P	P	P										
Dwelling – Two-Unit (Duplex)						P		P	P										
Mobile Home Park							P												
Residential Facilities for Elderly Persons (Small – 8 or Less)	P	P	P	P	P	P	P	P	P	P									
Residential Facilities for Persons with Disabilities (8 or Less)	P	P	P	P	P	P	P	P	P										

Signed this _____ day of _____ 2018.

SPRINGVILLE CITY

Exhibit “A”

RESOLUTION NO. 2018-03

RESOLUTION OF SPRINGVILLE CITY TO FORMALLY INITIATE PROCEEDINGS TO AMEND SPRINGVILLE'S LAND USE REGULATIONS UNDER SECTION 10-9A-509 OF THE UTAH CODE ANNOTATED.

WHEREAS, Springville's City Council, in accordance with Section 11-1-102 of the Springville City Code, avails itself of the powers granted pursuant to the "Municipal Land Use, Development, and Management Act," Title 10, Chapter 9a of the Utah Code Annotated 1953, as amended, in a manner that will promote the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of Springville; and

WHEREAS, as part of the City's purpose for development, Springville City encourages and facilitates orderly growth and development within the City, lessens congestion in the streets, prevents overcrowding of land, and promotes the development of a more attractive, wholesome and serviceable City; and

WHEREAS, Springville's City Council is concerned with the current City ordinances that regulate single and multi-family dwellings above the first floor of commercial uses in the town center and community commercial zones; and

WHEREAS, pursuant to Section 10-9a-509(1)(a)(ii)(B) Springville's City Council desires to formally initiate proceedings to amend its land use regulations in a manner that would prohibit approval of applications submitted for single and multi-family dwellings above the first floor of commercial uses in the town center and community commercial zones; and

WHEREAS, Section 11-7-102 of the Springville City Code provides that amendments to Springville City's Code may be initiated under Subsection 11-7-102(1) by being submitted to the Planning Commission for its recommendations or under Subsection 11-7-102(2) by petition to the Planning Commission; and

WHEREAS, this Resolution is to formally initiate proceedings under Section 11-7-102 of the Springville City Code to amend Springville's land use regulations.

Now, THEREFORE, BE IT RESOLVED, by Springville's City Council that Springville City, pursuant to Section 10-9a-509 of the Utah Code Annotated, has formally initiated proceedings to amend its land use regulations in a manner that would prohibit approval of applications submitted for single and multi-family dwellings above the first floor of commercial uses in the town center and community commercial zones; and

FURTHER RESOLVED, that the Springville City Council hereby directs the Planning Commission to provide the City Council with recommendations concerning the repeal of portions of Section 11-4-301 "Land Use Matrix" of the Springville City Code as this section relates to single and multi-family dwellings above the first floor of commercial uses in the town center and community commercial zones; and

FURTHER RESOLVED, that the Springville City Council directs staff to sign the written Petition to the Planning Commission attached as Exhibit A that designate the desired changes to Section 11-4-301; and

FURTHER RESOLVED, that the filing fee for the attached Petition to the Planning Commission is considered paid.

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 16th day of January 2018.

By _____

Richard J. Child, Mayor

ATTEST

Kim Rayburn, Recorder