



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
AUGUST 06, 2019 AT 5:30 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663**

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- 5:30 P.M.

COUNCIL BUSINESS

1. Calendar

- Aug 13 - Work/Study Meeting 5:30 p.m.
- Aug 20 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Sept 02 - Labor Day Observed (City Offices Closed)
- Sept 03 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

2. DISCUSSION ON THIS EVENING'S REGULAR MEETING AGENDA ITEMS

- a) Invocation - Councilmember Nelson
- b) Pledge of Allegiance - Councilmember Creer
- c) Consent Agenda
 - 1. Approval of minutes for the July 02, 2019 Work Session and Regular meetings and the July 09, 2019 Work Session meeting.

3. DISCUSSIONS/PRESENTATIONS

- a) Speed Limit Changes - Brad Stapley, Public Works Director
- b) Red Mesa Solar Discussion - Shawn Black, Power Generation Superintendent

4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

5. CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

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 UCA 52-4-205.

6. ADJOURNMENT

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 08/01/2019

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 Crane, CMC, City Recorder





CALL TO ORDER

INVOCATION AND PLEDGE

APPROVAL OF THE MEETING'S AGENDA

MAYOR'S COMMENTS

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.

1. Approval of minutes for the July 02, 2019 Work Session and Regular meetings and the July 09, 2019 Work Session meeting.

REGULAR AGENDA

2. Consideration of the Arts Commission grant award recommendations - Rita Wright, Museum of Art Director
3. Consideration of an Ordinance and amendment to Springville City Code Section 9-2-110 Street-Legal All-Terrain Vehicles and Off-Highway Vehicles - John Penrod, Assistant City Administrator/City Attorney
4. Consideration of a Resolution and Interlocal Agreement with Nebo School District for an SRO Position - Chief Craig Martinez, Public Safety Director

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

5. *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 UCA 52-4-205.*

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MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, JULY 02, 2019 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Mayor Richard J. Child presided. In addition to Mayor Child, the following were present: Councilmember Christopher Creer, Councilmember Craig Jensen, Councilmember Jason Miller, Councilmember Michael Snelson, City Administrator Troy Fitzgerald, Assistant City Administrator/Finance Director Bruce Riddle and City Recorder Kim Crane.

Also, present were: Public Safety Director Craig Martinez, Power Department Director Leon Fredrickson, Golf Pro Craig Norman, Public Works Director Brad Stapley, Building and Grounds Director Bradley Neel, and Library Director Dan Mickelson, Excused from the meeting Councilmember Brett Nelson and Assistant City Administrator/City Attorney John Penrod,

CALL TO ORDER

Mayor Child welcomed everyone and called the Work/Study meeting to order at 5:30 p.m.

COUNCIL BUSINESS

1) Calendar

- Jul 04 - Independence Day Observed (City Offices Closed)
- Jul 09 - Work/Study Meeting 5:30 p.m.
- Jul 16 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Jul 24 - Pioneer Day Observed (City Offices Closed)
- Aug 06 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

Mayor Child asked if there were any questions or additions to the calendar. He mentioned the opening night street dance of the Worldfolk fest would be held on Jul 29, 2019.

2) Discussion on this evening's Regular Meeting agenda items

- a) Invocation - Councilmember Miller
- b) Pledge of Allegiance - Councilmember Jensen
- c) Consent Agenda
 - 1. Approval of minutes for the June 04, 2019 regular and work study meetings.
 - 2. Approval of a Resolution and Interlocal Agreement for a Justice Court Judge - John Penrod, Assistant City Administrator/City Attorney
 - 3. Consideration of a revised agreement with Prestige Broadband - John Penrod, Assistant City Administrator/City Attorney
 - 4. Approval of an amendment to Springville City Code Title 3 Chapter 1 Section 102 Director of Public Safety - John Penrod, Assistant City Administrator/City Attorney

Mayor Child asked if there was any discussion on tonight's consent agenda. There was none.

DISCUSSIONS/PRESENTATIONS

44 a) Discussion regarding Flood Mitigation Projects and Funding - Jeff Anderson, City Engineer

46 Engineer Anderson reported on the new FEMA maps and explained they were currently out for
the appeal process. He explained work has been done by Engineering to try and reduce the flood plain.
48 The new maps show approximately 282 homes are now in the flood plain. They are looking at grants
and other options to address the new flood plain and flood control. He asked for feedback from the
Council on how to proceed.

50 Engineer Anderson introduced Ricky Anderson, Senior Project Engineer with Jones and DeMille
Engineering, a consulting firm for engineering services.

52 Ricky addressed their recent report. He explained the bank along Hobble Creek on the west
side has been built up by farmers or developers and the bottom of the creek is the same level as the
54 flood plain, however FEMA does not consider it a levy. He reported FEMA requires specific designs for
levy's, one of which is called a sheet pile, where sheets of steel are placed into the ground to keep
56 water on one side or the other.

In their research they evaluated four different options and did a cost benefit analysis. He went on
58 to explain if there were a flood what the reduced risks and costs could be.

Councilmember Snelson asked in their report what structures would need to be removed. Ricky
60 replied most would be residential homes, also roads, utilities and power.

Ricky provided information on funding programs using grants. NRCS application period starts in
62 July and then October and November. FEMA has a grant with a cost share. They are looking to submit
different applications and bring them to the City Council for direction.

64 Engineer Anderson stated Utah County has been reviewing the flood plain; he noted Springville
has the highest amount of structures entering the new flood plain. One funding option was the NRCS
66 application for 100% coverage. It has a one year environmental study period and then it goes to
application where it may or may not be approved and then has a two-year turn-around time; FEMA is
68 quicker, however it would include a cost to the City.

Administrator Fitzgerald interjected the need to discuss with the Council, effects of homes in the
70 flood plain and the possibility of a special service district.

Councilmember Miller disclosed his home is now inside the flood plain and he said he would
72 recuse himself from voting on anything that would cost the city money. He did feel it was ridiculous, now
the maps have changed and people have built homes when the flood plain did not exist. He would like
74 the public to be notified before the maps go final. Engineer Anderson stated the maps will go final in
about a year or year and a half. They will work to notify the areas affected and provide information to
76 residents.

Fitzgerald expressed staff could move forward with applications and more analysis.

78 Ricky said another option would be to bring in partners, such as the June Sucker group. They
would need to see what benefit it would be to the City and overall cost. His group will be presenting to
80 them in August. The primary focus is for flood protection, if an amenity can be a part of it, the better.

Councilmember Creer asked about the time frame. Ricky responded they are on track to move
82 forward.

84 Mayor Child allowed for public comment:

Jake Harward, resident; stated this past winter he has worked at getting the secondary water
86 system hooked up for his fields. They have been were working very well; currently four stations are
irrigating 60 acres, using less water, and not pumping out of the ditches. It has been a big benefit to him
88 and his business. He expressed appreciation for the Mayor and Council and the Water Department for
their help.

90 Mayor Child conferred this is where everyone wins.

92 Mr. Harward spoke to the flood plain discussion. When the June sucker program was done, it
93 flooded his fields and destroyed what he had planted. He is working with the state to build a levy to
94 keep the water out; the water is coming from hobble creek. Fitzgerald explained in the code it states
95 the County may take flood control measures in the city boundaries, however it is unlikely they will.
96 Engineer Anderson commented Salt Lake County has a flood control district that takes care of the entire
97 flood areas.

98 **b) Discussion regarding Springville City Code 9-2-110 Street-Legal All-Terrain Vehicles and Off-
99 Highway Vehicles ordinance amendment - Cari Thomsen, Legal Assistant**

100 Thomsen reported the update was to bring the city code in line with the state code. She provided
101 information on the different categories the state deems as an all-terrain vehicle. She addressed the
102 state code regarding helmets. Staff recommended helmets be required for anyone under 21 years old in
103 an off-highway vehicle. She reviewed the state code regarding street legal vehicles and stated Staff
104 was recommending golf carts be restricted from city streets.

106 **c) Discussion regarding Springville City Code 7-3 Beer and Liquor Sales ordinance amendment -
107 Cari Thomsen, Legal Assistant**

108 Thomsen discussed repealing Section 7-3 of the Beer and Liquor Code to remove classes of
109 licenses, and remove duplication of criminal history requirements, while allowing for special events
110 involving alcohol and to include restaurants specifically. Classes of licenses are now outdated and is
111 not required by the state. Changes will go into effect with the State this November 2019 and any
112 changes in city code would need to go into effect at that time. Numbers for each license would remain
113 the same by population. Fitzgerald stated the population criteria is solely by jurisdiction. Special events
114 were discussed and fees required, and the number of licenses allowed for each category.

115 Council would like to see more information on the number allowed currently and a map of
116 locations.

118 **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

119 Mayor Child asked for any other comments.

120

121 **4) CLOSED SESSION**

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

126 There was none.

128 **ADJOURNMENT**

129 COUNCILMEMBER SNELSON MOVED TO ADJOURN THE WORK/STUDY MEETING OF
130 THE SPRINGVILLE CITY COUNCIL AT 6:55 P.M

131 COUNCILMEMBER JENSEN SECONDED THE MOTION, ALL VOTED AYE.

132

133 *This document constitutes the official minutes for the Springville City Council Work/Study
134 meeting held on Tuesday, July 02, 2019.*

135 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder
136 for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes
137 represent a true and accurate, and complete record of this meeting held on Tuesday, July 02, 2019.*

138

2 MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, JULY 02, 2019 AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
3 SPRINGVILLE, UTAH.

4
5 Mayor Richard J. Child presided. In addition to Mayor Child, the following were present:
6 Councilmember Christopher Creer, Councilmember Craig Jensen, Councilmember Jason Miller,
7 Councilmember Michael Snelson, City Administrator Troy Fitzgerald, Assistant City
8 Administrator/Finance Director Bruce Riddle and City Recorder Kim Crane.

9 Also, present were: Public Safety Director Craig Martinez, Building and Grounds Director
10 Bradley Neel, Power Department Director Leon Fredrickson, Public Works Director Brad Stapley,
Operations Manager Rod Oldroyd, Library Director Dan Mickelson, and Museum Director Rita Wright.
11 Excused from the meeting Councilmember Brett Nelson and Assistant City Administrator/City Attorney
12 John Penrod.

13
14
15 **CALL TO ORDER**

16 Mayor Child welcomed everyone and called the meeting to order at 7:00 p.m.

17
18 **INVOCATION AND PLEDGE**

19 Councilmember Miller offered the invocation, and Councilmember Jensen led the Pledge of
20 Allegiance.

21
22 **APPROVAL OF THE MEETING'S AGENDA**

23
24 COUNCILMEMBER SNELSON MOVED TO APPROVE THE MEETING'S AGENDA AS
WRITTEN. COUNCILMEMBER CREER SECONDED THE MOTION, AND ALL PRESENT VOTED
25 AYE.

26
27
28 **MAYOR'S COMMENTS**

29 Mayor Child welcomed the Council, staff and audience. He asked for any scouts or students on
30 assignment to please stand and be recognized.

31
32 **PUBLIC COMMENT**

33 Mayor Child introduced the Public Comment section of the agenda. He asked if there were any
34 requests. There was none.

35
36 **CONSENT AGENDA**

- 37 1. Approval of minutes for the June 04, 2019 regular and work study meetings
- 38 2. Approval of a Resolution and Interlocal Agreement for a Justice Court Judge - John Penrod,
Assistant City Administrator/City Attorney
- 39 3. Approval of a revised agreement with Prestige Broadband - John Penrod, Assistant City
40 Administrator/City Attorney
- 41 4. Approval of an Ordinance and amendment to Springville City Code Title 3 Chapter 1 Section
42 102 Director of Public Safety - John Penrod, Assistant City Administrator/City Attorney
- 43
- 44

46 COUNCILMEMBER CREER MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN
INCLUDING RESOLUTION #2019-26 AND ORDINANCE #14-2019.

48 COUNCILMEMBER MILLER SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

49	COUNCILMEMBER CREER	AYE
50	COUNCILMEMBER JENSEN	AYE
	COUNCILMEMBER MILLER	AYE
52	COUNCILMEMBER NELSON	ABSENT
	COUNCILMEMBER SNELSON	AYE

54 **RESOLUTION #2019-26 AND ORDINANCE #14-2019 APPROVED**

56 **REGULAR AGENDA**

57 5. **Consideration of an Ordinance amending the Springville City Development Code, Sections: 11-**
58 **3-402 Definitions (Outdoor Storage); 11-4-301 Land Use Matrix; 11-5-402 Use and**
60 **Development Regulations (Westfield's and Lakeside Overlays); and 11-5-406 Housing Mix**
Requirements - Laura Thompson, City Planner II

62 City Planner Thompson explained the amendment in part by defining outdoor storage. The
preferred use should be the actual store or building in the highway commercial zone.

64 Councilmember Snelson stated he agreed if they own the property; why not allow them to use it.
He asked how it would apply to a car dealer. Thompson stated car dealer lots are considered an
outdoor display not outside storage.

66 Fitzgerald added it does reduce and limit the density.

68 COUNCILMEMBER JENSEN MOVED TO APPROVE **ORDINANCE #15-2019** AMENDING THE
SPRINGVILLE CITY DEVELOPMENT CODE, SECTIONS: 11-3-402 DEFINITIONS (OUTDOOR
70 STORAGE); 11-4-301 LAND USE MATRIX; 11-5-402 USE AND DEVELOPMENT REGULATIONS
(WESTFIELD'S AND LAKESIDE OVERLAYS); AND 11-5-406 HOUSING MIX REQUIREMENTS.

72 COUNCILMEMBER CREER SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

74	COUNCILMEMBER CREER	AYE
	COUNCILMEMBER JENSEN	AYE
76	COUNCILMEMBER MILLER	AYE
	COUNCILMEMBER NELSON	ABSENT
78	COUNCILMEMBER SNELSON	AYE

80 **ORDINANCE #15-2019 APPROVED**

82 6. **Consideration of an Ordinance amending the Official Zone Map applying the Lakeside Overlay**
Zone to parcels located within the Lakeside Community Plan area - Laura Thompson, City
Planner II.

84 Planner Thompson explained the Lakeside Overlay.

86 COUNCILMEMBER CREER MOVED TO APPROVE **ORDINANCE #16-2019** AMENDING THE
OFFICIAL ZONE MAP BY APPLYING THE LAKESIDE OVERLAY ZONE TO PARCELS LOCATED
88 WITHIN THE LAKESIDE COMMUNITY PLAN AREA.

90 COUNCILMEMBER MILLER SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

91	COUNCILMEMBER CREER	AYE
92	COUNCILMEMBER JENSEN	AYE

94 COUNCILMEMBER MILLER AYE
COUNCILMEMBER NELSON ABSENT
COUNCILMEMBER SNELSON AYE

96 **ORDINANCE #16-2019 APPROVED**

98 7. **Consideration of a Cooperative Agreement with UDOT for a Traffic Signal and Intersection Spacing Control Plan - Brad Stapley, Public Works Director**

100 Director Stapley provided information on the agreement, explaining it preserves the corridor including Main Street and identifies traffic signals and spacing.

102 Councilmember Creer asked what would happen if UDOT did not live up to their part. Fitzgerald explained when it was necessary to have them in a different location it would likely happen. It helps UDOT in their organization and in turn can help the City.

106 COUNCILMEMBER MILLER MOVED TO APPROVE **RESOLUTION #2019-27** APPROVING
108 THE CORRIDOR PRESERVATION COOPERATIVE AGREEMENT BETWEEN THE UTAH
DEPARTMENT OF TRANSPORTATION AND SPRINGVILLE CITY, WHICH ESTABLISHES A
TRAFFIC SIGNAL AND ACCESS CONTROL PLAN ALONG US-89 FROM 1400 NORTH TO 1600
110 SOUTH IN SPRINGVILLE, UTAH.

112 COUNCILMEMBER SNELSON SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

114 COUNCILMEMBER CREER AYE
COUNCILMEMBER JENSEN AYE
COUNCILMEMBER MILLER AYE
116 COUNCILMEMBER NELSON ABSENT
COUNCILMEMBER SNELSON AYE

118 **RESOLUTION #2019-27 APPROVED**

120 **MAYOR, COUNCIL REPORTS**

122 Mayor Child asked if there were any comments. Director Stapley provided information on a notice that will be going out on July 15, 2019 regarding speed limit changes.

124 Fitzgerald reported on settlements made regarding claims for a home flooding. Another was on the Spanish Fork landfill case, where both cities were dismissed.

126 8. **CLOSED SESSION**

128 *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.*

132 COUNCILMEMBER CREER MOVED TO ADJOURN THE REGULAR MEETING AT 7:29 P.M. AND CONVENE IN A CLOSED SESSION REGARDING PROPERTY.

134 COUNCILMEMBER MILLER SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

136 COUNCILMEMBER CREER AYE
COUNCILMEMBER JENSEN AYE
138 COUNCILMEMBER MILLER AYE
COUNCILMEMBER NELSON ABSENT
140 COUNCILMEMBER SNELSON AYE

142 Council returned to the work session at 7:54 p.m.

144 **ADJOURNMENT**

146 COUNCILMEMBER SNELSON MOVED TO ADJOURN THE CITY COUNCIL MEETING AT
148 7:54 P.M. COUNCILMEMBER JENSEN SECONDED THE MOTION, AND ALL PRESENT VOTED
150 AYE.

150

152 *This document constitutes the official minutes for the Springville City Council Regular meeting held on Tuesday, July 02, 2019.*

154 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,
156 State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on
158 Tuesday, July 02, 2019.*

156

158

Kim Crane, CMC
City Recorder

160

162

MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD
ON TUESDAY, July 09, 2019 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
SPRINGVILLE, UTAH.

Mayor Richard J. Child presided. In addition to Mayor Child, the following were present:
Councilmember Christopher Creer, Councilmember Craig Jensen, Councilmember Jason Miller,
Councilmember Brett Nelson, Councilmember Michael Snelson, City Administrator Troy Fitzgerald,
Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director
Bruce Riddle, City Recorder Kim Crane and Deputy City Recorder Jennifer Grigg.

Also present were: Public Safety Director Craig Martinez, Power Director Leon Fredrickson,
Recreation Director Corey Meredith, Public Works Director Brad Stapley, Building and Grounds Director
Brad Neel, Facilities Superintendent Joel Bree, Library Director Dan Mickelson, Operations Manager
Rod Oldroyd, Golf Pro Craig Norman, Building Official Jason Van Ausdal and Museum of Art Director
Rita Wright.

CALL TO ORDER- 5:30 P.M.
COUNCIL BUSINESS

1. Calendar

- Jul 16 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Jul 24 - Pioneer Day Observed (City Offices Closed)
- Aug 06 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Aug 13 - Work/Study Meeting 5:30 p.m.

2. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

- a) Discussion with Department Directors
- b) Commission, Board and Committee Minutes
 - i. **Arts Commission minutes from March 12, 2019**
 - ii. **Economic Advisory Commission minutes from April 30, 2019**
- c) Mayor and Council Reports

Mayor Child asked how the Clyde Recreation Center is doing. Director Meredith said the registration software shows it is doing mind bogglingly well. Councilmember Snelson asked about the fieldhouse. Director Meredith answered football is going on and the equipment is moved from the high school to the fieldhouse. Councilmember Jensen asked about pickleball courts. Director Meredith said there is money for courts at the junior high, but he thinks they will be better at the south east side of the CRC. Administrator Fitzgerald asked if that is outside of the parking. Director Meredith said yes and it is big enough to make three pickleball courts. Councilmember Jensen asked about pickleball at Memorial Park. Director Meredith said the tennis courts at the old junior high would need to be ripped out. Penn is looking at indoor pickleball courts in the recreation center. Councilmember Jensen said pickle ball needs a net. Director Meredith said we will just drop the screen. There are three courts at the old gym at Cherry Creek Elementary. Councilmember Nelson asked if it has been posted on the Facebook page.

42 Councilmember Nelson said the speed limit post has lots of feedback. Administrator Fitzgerald asked
for an estimate for when Director Meredith will put out an RFP. Director Meredith answered he is buried
44 with RAP tax and he is working on it with Joel Bree. There is a lot of dirt to move for the CRC
infrastructure. He hopes to get it done next month.

Director Riddle said the budget books are at the printer.

46 Director Mickelson said summer reading is fun and keeps the library staff on their toes. Mr.
Oldroyd suggested more seating with the food trucks. Director Mickelson said moving the food trucks
48 over to 100 West lowered attendance, but there was more seating. He suggested moving the food
trucks to the city park next year. Councilmember Nelson asked how many people attend the food truck
50 roundup. Director Meredith reported around 250. The round up will end Labor Day weekend this year.

Mr. Norman said the new fiscal year at the golf course kicked off well, up \$4000 from last year.
52 He thanked Director Stapley for helping with water this morning.

Director Meredith said the UGSA (Union Girls Softball Association) softball tournament at Bird
54 Park wraps up, then the boys tournament starts this week. Councilmember Nelson asked how big those
tournaments are. Director Meredith said 26 boy teams and 16 girl teams compete in double elimination
56 for three days over two weeks. Director Fredrickson asked about the nets and lights. Mayor Child asked
when the Folkfest is. Director Meredith said the last week of July. Administrator Fitzgerald clarified the
58 Folkfest is July 30 to August 3. Councilmember Nelson asked for that to be added to the calendar.

Director Stapley said he is bracing for the traffic meeting. Councilmember Nelson asked what
60 brought about the proposed speed limit change. Director Stapley explained speed limits near school
crossings. Most people are concerned about their area. The traffic meeting will have three engineers
62 and a surveyor manning the stations plus Marcie Clark and Misty Gavin, from Public Works. Most
people are concerned about their area. The traffic meeting will have three engineers and a surveyor
64 manning the stations plus Marcie Clark and Misty Gavin, from Public Works. Mr. Oldroyd asked if
Director Stapley read the Facebook comments. Councilmember Nelson said it is worth having the
66 employees manning the stations read the concerns and address those specific issues brought up on
Facebook. Administrator Fitzgerald said the purpose of the community meeting is to collect feedback for
68 council.

Director Stapley continued by reporting the 1200 West MAG project is moving along. 1600
70 South is being patched to get that road ready for chip sealing. He said city staff has their own lay down
machine for minor paving, but the city subcontracts out the big jobs. Mayor Child said the projects are
72 well on schedule. Administrator Fitzgerald asked about Center Street.

Director Stapley answered there will be 92 surface digs then mill and overlay. He contracted the
74 lump sum to Staker Parson Companies, who will subcontract the water portion. Staker will honor the old
asphalt prices until next spring. The water service project will be broken into four pieces and will go out
76 to bid/advertisement on Friday. Construction on water services will be completed this season, Staker
will do the mill and overlay next spring.

78 Director Neel reported high use of the canyon parks, splash pad and Bartholomew Park. Fiscal
Year ended and they collected \$145,000 in revenue, missing their target by \$12,000. The Splash Pad is
80 downtown and visible. After two fiscal years of parking enforcement, revenue has been \$19,000, then
\$30,000 per year. Usage of Bartholomew Park by non-residents is still going up. Residents report they
82 are able to use the park since parking is enforced. Staff is being trained in management and efficient
process plans. Evaluations (pep) went well with support from human resources. There was two-deep
84 leadership in each evaluation. He appreciates the dollar amount budgeted for employee recognition and
is creating a plan to invest back into employees so they feel good about working here.

86 Director Wright reported the toddler programs are growing. The Spring Salon closed Saturday
and \$80,000 worth of art sold showing that the Art City mentality is growing. That amount has tripled in
88 the last few years.



Councilmember Snelson was contacted by the owner of KOA.

90 Chief Martinez reported that three impact fee study bids came back with a discrepancy between
\$8000 and \$25,000 and two of the companies were from out of state. He has worked with Zion in Orem.
92 Administrator Fitzgerald said the time for an update to the public safety impact fee, capturing all
possible impact fees well overdue. Reporting on the Sargent position opening, he has received eight
94 applicants, three from inside the department. Interviews are on Tuesday. He will start an employee
recognition program with nominations every quarter.

96 Building Official Jason Van Ausdal, representing Community Development, said we are tired
and three weeks behind. Rob Hansen's good efforts have improved our output. Inspections continue
98 until 6 pm and complaints are going down. He plans to retain Mr. Hansen as a part time plans examiner
for three weeks to a month. The RFP for outside groups to examine plans were priced very high. The
100 building side is receiving submissions on a regular basis. Councilmember Nelson asked if there is a
way to communicate to people why we are behind. Building Official Van Ausdal answered that they call
102 and ask how long it takes. We warn them we are behind. Councilmember Nelson reported a contractor
called him and reminded staff that Communication, communication, communication should be a priority.
104 Building Official Van Ausdal said there are new adoption codes and fees this year. He is reaching out to
contractors with a contractor's night. He reaches out quite often through email. Councilmember Jensen
106 asked if Rob is paid hourly or piece rate. Building Official Van Ausdal answered hourly. Administrator
Fitzgerald said piece rate is available on payroll through the city.

108 Director Frederickson stated our infrastructure is performing well. Mayor Child said this has
been the coolest summer in recent memory. Director Frederickson said it is forecast to continue to be a
110 cooler summer. He and Director Stapley are working on an article for the social media and newsletter
about rate increases this month. There was one day in June that power use made it over 15 megawatts.
112 Last year we were peaking at 60 megawatts. Council asked about the \$11 service fee. Director
Fredrickson said \$11 is a set base charge. Director Riddle said finance was prepared and received 4 or
114 5 emails and a hand full of calls. The general temperature of the emails is not too hot, just asking. It is
the rare person that reads their bill, but not the explanation. Director Frederickson said consumers can
116 make a conscience decision of which tier they are in. Administrator Fitzgerald said the utility bill lost
itemizing.

118 Director Stapley said this afternoon he got a scam phone call dropping name Shawn Black, then
she hung up.

120 Councilmember Snelson mentioned Roger Timmerman and Utopia. Administrator Fitzgerald
explained the history Airswitch in Springville American Fork and later Colorado. Springville City
122 purchased elements of the assets.

Councilmember Miller suggested a public relations email.

124 Director Riddle said there is a state level resurgence in interest in fiber services provided by the
state or municipalities.

126 Mayor Child reported that Martha Hernandez, a National Guard recruiter, came by ad asked for
more city participation.

128 Administrator Fitzgerald asked for a policy update from Chief Martinez. There were not many
fires on the Fourth of July.

130 Councilmember Snelson asked about hiring the Community Development director. Mr. Oldroyd
and Administrator Fitzgerald confirmed an offer is in the works.

132

3. CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

134 *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*



136 *of an individual, pending or reasonably imminent litigation, and the purchase, exchange, or*
137 *lease of real property, as provided by UCA 52-4-205.*

138 There was none.

140 **4. ADJOURNMENT**

141 COUNCILMEMBER MILLER MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE
142 SPRINGVILLE CITY COUNCIL AT 6:20 P.M.

143 COUNCILMEMBER NELSON SECONDED THE MOTION, ALL VOTED AYE.

144

146 *This document constitutes the official minutes for the Springville City Council Work/Study*
147 *meeting held on Tuesday, July 09, 2019.*

148 *I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting City*
149 *Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing*
150 *minutes represent a true and accurate, and complete record of this meeting held on Tuesday, July 09,*
151 *2019.*

152

154

Jennifer Grigg
Deputy City Recorder





STAFF REPORT

DATE: August 06, 2019
TO: Honorable Mayor and City Council
FROM: Rita Wright, Museum Director
Springville Arts Commission
Daryl Tucker, Arts Commission Chair

SUBJECT: ARTS COMMISSION GRANT AWARDS RECOMMENDATIONS

RECOMMENDED MOTION

Move to authorize funding for the arts organizations in the amounts as listed on the attachment. Total grants not to exceed \$25,000.

Motion to APPROVE/DISAPPROVE

SUMMARY OF ISSUES/FOCUS OF ACTION

The focus of this action is to review the funding recommendations as presented by the Springville Arts Commission distributing \$25,000 for various arts and humanities functions held within Springville during FY 2019/20.

BACKGROUND

On July 23, 2019 the Springville Arts Commission met and reviewed applications from local agencies and organizations requesting funding for various arts and humanities functions throughout the community. The grant program was properly noticed and agencies expressing an interest during the past 12 months were given the opportunity to submit an application. In addition to the administrative costs of the commission, applications for 11 programs were received. Springville Arts Commission unanimously agreed upon the attached recommendation and has submitted it for your approval.

ALTERNATIVES

If the Mayor and City Council wish to make any changes to the recommendations from the Arts Commission, the funds may be allocated in different amounts. Staff also recommends a review of the granting process and relevant adjustments to that process be addressed for the next fiscal year (2020/21) in order to continue to expand the process to include more applicants and wider dispersal of grant funds.

FISCAL IMPACT

\$25,000 as budgeted.

ATTACHMENTS

Arts Commission Draft Minutes

Commissioners in attendance: Daryl Tucker, Patrice Bolen, Julie Ahlborn, Debbie Allred

Excused: Polly Dunn, Ginny Ackerman

Staff in attendance: Museum Director Dr. Rita Wright

City Council Representative in attendance: Jason Miller

CALL TO ORDER

Mr. Tucker called the meeting to order at 7:11 and welcomed Rita Wright and Jason Miller

INVOCATION

The invocation was offered by Daryl Tucker

PUBLIC COMMENT

There was no public comment.

APPROVAL OF THE MINUTES

Minutes from the last meeting were reviewed. Patrice Bolen proposed and Julie Ahlborn seconded; the minutes were approved.

CHAIR'S REPORT

Mr. Tucker is working with Rita Wright to streamline how grant payments are made and it's recommended that the process be posted in advance.

Discussion of the need for greater publicity: there needs to be one place to see all options and opportunities in order to build a greater audience. Some formats in the community better than others and question is how to build on them. The number of Arts Commissioners has dwindled and we need new members of the board and it would be helpful if one or more also had experience in social media.

Rita Wright will question her staff to see if any would like to volunteer, other names and past members suggested.

OTHER BUSINESS

Rita Wright said the City Council determined to wait a year before putting the RAP (Recreation-Arts-Parks) Tax on the ballot which allows time to generate interest in the arts particularly with a younger demographic. The Tax could generate \$500K in Springville of which a portion would come to us for publicity, creation of programs, maintenance and expansion of programs, and education.

The following grants were requested, discussed and voted on:

- 1) Sunday Concert Series - \$3600 (10 concerts, 3rd Sunday, Aug to May)
- 2) Holiday Concert - \$1000 (Rosemary Matthews)
- 3) Easter Messiah Concert - \$599 (Arlene Bailey)
- 4) Murals to Live By - \$4000
- 5) Nebo Philharmonic - \$1000
- 6) Playhouse - \$6000
- 7) Arts & Education Program - \$4000
- 8) Folk Fest - \$6500
- 9) Historical Society ~~+/DUP~~ \$1200 for scanners
- 10) Senior Center Art Show - \$300 (during Art City days)
- 11) \$1000 for Shakespeare Education / Performance

#	Requested	Awarded
1	3600	3600
2	1000	900
3	599	599
4	4000	1000
5	1000	900
6	6000	5000
7	4000	4000
8	6500	5500
9	1200	1200
10	300	300
11	1000	1000
Total	29199	23999

Patrice Bolen sent article regarding Springville XXXXX to Reader's Digest.

ADJOURNMENT

Julie Ahlborn proposed adjournment and Patrice Bolen seconded. Meeting was adjourned at 8:50 pm.



STAFF REPORT

DATE: July 16, 2019
TO: Honorable Mayor and City Council
FROM: John Penrod, City Attorney
Cari Thomsen, Paralegal
SUBJECT: AMENDING ORDINANCE 9-2-110 STREET-LEGAL ALL-TERRAIN AND OFF-HIGHWAY VEHICLES

RECOMMENDATION

To amend Springville City Code §9-2-110 (Street-Legal All-Terrain and Off-Highway Vehicles) to come in line with current state laws regarding street-legal all-terrain vehicles, address unique vehicles and make clarifications.

SUMMARY OF ISSUES/FOCUS OF ACTION

The State Legislature has updated laws regarding street-legal and off-highway vehicles with some changes as recent as May of 2019. After review of our current City Code and review of other City's codes, it was determined that certain parts needed updated and that further clarification would be helpful. The issues addressed in the amended ordinance are as follows:

- The current City Code disallows street-legal vehicles that are not "utility type". Neither State Code or City Code define what "utility-type" may mean.
- State Code 41-22-10.5 states that "a municipality may not prohibit or restrict the use of a street-legal all-terrain vehicle on a street or highway where the use of another street-legal vehicle is permitted. This code conflicts with our current City Code.
- The State formerly defined Type I and Type II all-terrain vehicles but there was not a catch-all type for those that didn't fit into the other two categories. They have now created a Type III for that purpose.
- The following items were also not addressed previously in City Code:
 - Low-profile vehicles
 - Low-speed vehicles
 - Golf-carts
 - Helmets
- It was found that other cities make allowances in an emergency for vehicles normally not allowed on the City streets in conjunction with State Code.

Attachments: Proposed Amendments to Springville City Code §9-2-110

ORDINANCE #XX-2019

AN ORDINANCE AMENDING THE STREET-LEGAL ALL-TERRAIN AND OFF-HIGHWAY VEHICLE ORDINANCE, SECTION 9-2-110 OF THE SPRINGVILLE CITY CODE.

WHEREAS, the City has an existing ordinance regarding street-legal all-terrain and off-highway vehicles, as allowed under Section 10-8-11 of the Utah Code Annotated; and

WHEREAS, the City Council wants to amend the ordinance language to clarify when the use of street-legal all-terrain vehicles are allowed and to make clarifications as to the types and allowed uses of all-terrain and off-highway vehicles; and

WHEREAS, the changes are necessary to come into line with current State laws,

WHEREAS, the City Council has determined that the clarifications and amendments in this ordinance are in the best interest of the citizens of Springville and an appropriate exercise of the City Council's legislative power.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Springville, Utah that the following sections are hereby amended:

SECTION 1: Section 9-2-110 of Springville City Code is hereby amended to the following:

9-2-110 Street-Legal All-Terrain Vehicles and Off-Highway Vehicles.

~~(1) **Definitions.** The definitions of street-legal all-terrain vehicle, off-highway vehicle, all-terrain Type I vehicle, all-terrain Type II vehicle and utility-type vehicle as found in Sections 41-6a-102 and 41-22-2, Utah Code Annotated, are incorporated herein.~~

~~“All-Terrain Type I vehicle” means any motor vehicle 52 inches or less in width, having an unladen dry weight of 1,500 pounds or less, traveling on three or more low pressure tires, having a seat designed to be straddled by the operator, and designed for or capable of travel over unimproved terrain.~~

~~“All-Terrain Type II vehicle” means any motor vehicle 80 inches or less in width, traveling on four or more low pressure tires, having a steering wheel, non-straddle seating, a rollover protection system, and designed for or capable of travel over unimproved terrain; and is an electric-powered vehicle or a vehicle powered by an internal combustion engine; and has an unladen dry weight of 2,500 pounds or less. An all-terrain type II vehicle does not include golf carts, any vehicle designed to carry a person with a disability, any vehicle not specifically designed for recreational use, or farm tractors.~~

~~“All-Terrain Type III vehicle” means any other motor vehicle that is not an all-terrain type I or II, a snowmobile, or a motorcycle, that is designed for or capable of travel over unimproved terrain. An all-terrain type III vehicle does not include golf carts, any vehicle designed to carry a person with a disability, any vehicle not specifically designed for recreational use, or farm tractors.~~

“OHV” means off-highway vehicle.

“ATV” means all-terrain vehicle.

“Low-Profile Vehicle” means a motor vehicle that is designed to be operated from a seated position and measures less than 36 inches in height in its normal operating position, notwithstanding any flag, antenna, or other attachment or modification made thereto. This definition shall include but is not limited to miniature motorcycles, “pocket bikes”, “go carts”, and other similar vehicles characterized by short vehicle height and a low seating position.

“Low-Speed Vehicle” means a four-wheeled electric motor vehicle that is designed to be operated at speeds of not more than 25 miles per hour and has a capacity of not more than six passengers. Low-speed vehicle does not include a golf-cart or an off-highway vehicle.

“Off-Highway Vehicle” means any snowmobile, all-terrain type I vehicle, all-terrain type II vehicle, all-terrain type III vehicle, or motorcycle.

“Street Legal All-Terrain Vehicle” means an all-terrain type I vehicle, all-terrain type II vehicle, or all-terrain type III vehicle, that is modified to meet the requirements of Section 41-6a-1509 to operate on highways in the state in accordance with Section 41-6a-1509.

(2) ~~Street Legal All-Terrain Vehicles~~ Street-Legal Requirements.

~~(a) — Street legal utility type vehicles are authorized to be used on all City streets in accordance with this Section and with Utah law as set forth in Section 41-22-10.5, Utah Code Annotated. Street legal all terrain vehicles are not to be driven upon any Federal highways, State highways, or City streets which have more than one (1) lane in the same direction. These include, but are not limited to, Interstate 15, State Roads 51, 75, 77, and 89 (Main Street) and 1750 West.~~

~~(b) — In order to be street legal utility type vehicles must meet all of the criteria as set forth in Section 41-6a-1509, Utah Code Annotated.~~

~~(c) — Except for street legal utility type vehicles, all other street legal all terrain vehicles and off-highway vehicles are not permitted to be used on City streets.~~

~~(3) — Driver’s License. All operators of street legal all terrain vehicles or off highway vehicles must have in their possession a valid driver’s license, with appropriate endorsements.~~

~~(4) — Traffic Rules and Regulations. All traffic rules and regulations shall be followed by any operator of a street legal all terrain vehicle or an off highway vehicle.~~

~~(5) — Snow Removal Exception. All terrain Type I and Type II vehicles are permitted on City streets when such vehicles are being used for snow removal within twenty four (24) hours of snow falling.~~

In order to be considered a street legal all-terrain vehicle, the vehicle must meet all of the criteria as set forth in Section 41-6a-1509, Utah Code Annotated; and

(a) meet the same requirements as a motorcycle for:

(i) traffic rules under Utah Code 41-6a, Traffic Code;

(ii) titling, odometer statement, vehicle identification, license plates, and registration, excluding registration fees, under Utah Code 41-1a, Motor Vehicle Act; and

(iii) the county motor vehicle emissions inspection and maintenance programs under Section 41-6a-1642; and

(b) meet the same requirements as a motor vehicle for:

(i) driver licensing under Utah Code 53-3, Uniform Driver License Act; and

(ii) motor vehicle insurance under Utah Code 41-12a, Financial Responsibility of Motor Vehicle Owners and Operators Act; and

(c) meet the following:

(b) Fees as required under Utah Code 59-2-405.2

(c) Safety Inspection Requirements under Utah Code 53-8-205.

A non-resident operator of an off-highway vehicle that is authorized to be operated on the highways of another state has the same rights and privileges as a street-legal ATV that is granted operating privileges on the highways of this state (only if the non-resident's state reciprocates a Utah street-legal ATV on the other state's highways).

Golf carts are prohibited on public streets.

(3) Street Legal All-Terrain Vehicle Traffic Rules and Regulations.

All traffic rules and regulations shall be followed by any operator of a street-legal all-terrain vehicle. The operator of a street-legal all-terrain vehicle may not exceed the lesser of:

(a) the posted speed limit; or

(b) 50 miles per hour.

A street-legal all-terrain vehicle may not be operated on the freeway.

(4) Off-Highway Vehicles.

Off-highway vehicles may be used pursuant to State Code 41-22-10.3. Off-highway vehicles, excluding street-legal all-terrain vehicles, or low-profile vehicles shall not be operated:

(a) on any paved street or public property, except when posted as "open" to off-highway vehicles.

(b) in a careless, reckless or negligent manner so as to endanger the person or property of another or to cause injury or damage to such person or property.

(c) in any municipal or recreation area, except when posted as "open" to off-highway vehicles and only along established paths and trails within the hours permitted.

(d) in an unreasonable manner while approaching and crossing intersections and bridges, curves, hillcrests, narrow or winding roadways or when hazards exist such as pedestrians, other traffic, weather or surface conditions.

(e) while carrying a strung bow or loaded firearm.

(5) Low-Speed Vehicles

A low-speed vehicle may be used pursuant to State Code 41-6a-1508. A low-speed vehicle may not be operated on a roadway with a posted speed of more than 35 mph.

(6) Helmets.

If under 21 years of age, helmets must be worn when operating or riding as a passenger on any OHV (excluding street-legal all-terrain vehicles) on public property.

(7) Exceptions to Roadway Restrictions.

(a) All-terrain Type I, II, or III vehicles are permitted on City streets when such vehicles are being used for snow removal within twenty-four (24) hours of snow falling.

(b) Off-highway vehicles, golf carts and low-speed vehicles may be used during any period of time or location in an emergency when the operation of a conventional motor vehicle is impractical or as directed by a peace officer or other public authority.

(8) Penalty

Any person who violates the provisions of this Chapter shall be guilty of an infraction unless otherwise specified by State Code and, upon conviction thereof, the maximum fine shall be in accordance with the current State Uniform Fine Bail Schedule.

SECTION 2: This ordinance will become effective one day after publication hereof in the manner required by law.

SECTION 3: The City Recorder shall cause this ordinance or a short summary hereof to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

ADOPTED by the City Council of Springville, Utah, this 06th day of August, 2019.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder



STAFF REPORT

DATE: August 06, 2019
TO: Honorable Mayor and City Council
FROM: Craig Martinez, Public Safety Director
SUBJECT: INTERLOCAL AGREEMENT BETWEEN SPRINGVILLE CITY AND NEBO SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER (SRO)

RECOMMENDED MOTION

Approve the Interlocal Agreement between Springville City and Nebo School District for Springville Police Department to provide a School Resource Officer (SRO) who will work at Springville Junior High School and the Springville Middle School (Upon completion).

BACKGROUND

The Nebo School District would like to have an SRO assigned to both the Junior High School and Middle School, in Springville City. The budget for this position has been approved by the Nebo School District.

DISCUSSION

In 2016 the Utah State Legislature enacted a law requiring Springville City and Nebo School District to enter into a formal agreement outlining the duties and responsibilities of the SRO and Nebo School District. This upcoming school year, the Nebo School District has funded an SRO position at the Junior High. This position will be splitting time at the Junior High and Middle School as soon as it is completed.

This agreement does not change the basic duties and functions the SRO has performed for the past several years. The SRO will continue to work at Springville High School during the school year. The SRO will teach the SHS Law Enforcement class and work with students who are in need of extra help or support. The SRO will also assist in providing a safe campus for students and staff. As part of this agreement, Nebo School District will continue to pay one half of the SRO's salary and benefits each year, as they have been doing in the past.

When school is not in session the SRO works at the police department.

ALTERNATIVES

The City Council may choose to not enter into this agreement with Nebo School District. If there is no SRO program the officer would be assigned full time to the Police Department.

FISCAL IMPACT

There is no fiscal impact to the budget if this Interlocal Agreement is passed. If the Interlocal Agreement is not passed the City would need to budget an additional one half of the officer's salary and benefits that Nebo School District has been paying each year.

RESOLUTION #2019-XX

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT CITY REGARDING RESOURCE OFFICER SERVICES.

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 services; and

WHEREAS, Utah Code Annotated, Section 53A-11-1604 provides that the School District may contract with a law enforcement agency to provide School Resource Officer services at its schools after Board of Education review and approval of the Agreement; 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 regards to having a School Resource Officer to maintain safe schools, improve school climate, and support educational opportunities for students attending Springville Junior High School and Spring Canyon Middle School in Springville, Utah.

WHEREAS, the proposed Interlocal Agreement takes effect in August 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 06th day of August 2019.

By _____
Richard J. Child, Mayor

ATTEST

Kim Crane, Recorder

EXHIBIT A

INTERLOCAL AGREEMENT

SPRINGVILLE JUNIOR HIGH SCHOOL & SPRING CANYON MIDDLE SCHOOL
SCHOOL RESOURCE OFFICER
INTERLOCAL COOPERATION AGREEMENT

THIS SPRINGVILLE JUNIOR HIGH SCHOOL & SPRING CANYON MIDDLE SCHOOL - SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT (the "School District"), a political subdivision of the State of Utah, 350 South Main, Spanish Fork, Utah, 84660, and SPRINGVILLE CITY (the "City"), a political subdivision of the State of Utah, 110 South Main, Springville, Utah, 84663. The School District and the City are sometimes referred to in this Agreement collectively as the "parties," or individually as a "party."

WITNESSETH

WHEREAS, pursuant to the provisions of the UTAH INTERLOCAL COOPERATION ACT, UTAH CODE ANNOTATED, Section 11-13-101, et seq., as amended, 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;

WHEREAS, UTAH CODE ANNOTATED, Section 53G-8-701, et seq., provides that the School District may contract with a law enforcement agency to provide School Resource Officer services at its schools after Board of Education review and approval of the Agreement;

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 regard to having a School Resource Officer to maintain safe schools, improve school climate, and support educational opportunities for students while serving at Springville Junior High School and Spring Canyon Middle School in Springville, Utah;

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 any previously approved and executed Interlocal Cooperation Agreements by the School District and the City that concern the placement of a School Resource Officer at Springville Junior High School and Spring Canyon Middle School.

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 Interlocal Cooperation Agreement shall be effective as of July 1, 2019, and shall continue for a period of up to ten (10) years, unless sooner terminated as provided in this Agreement.

SECTION TWO
ADMINISTRATIVE ENTITY

The City and the School District do not contemplate nor intend to establish a separate legal entity under their terms of this Agreement.

SECTION THREE
PURPOSE

This Agreement is established for the purpose of jointly providing for a School Resource Officer ("SRO") to serve at Springville Junior High School and Spring Canyon Middle School in Springville, Utah.

SECTION FOUR
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. The City shall budget and be responsible for all payments related to the employment of the SRO. The City shall send an invoice to the School District on an annual basis following the completion of the school year for payment of one-half (½) of the said SRO's salary and benefits. The City will be responsible for all other costs and matters associated with employing and maintaining the SRO (e.g., accounting, automobile, training, uniforms, equipment, etc.). The invoice shall be paid within thirty (30) days of receipt by the School District. If this Agreement is terminated in the middle of the school year (defined as July 1st to June 30th), the City and the School District agree to divide the costs associated with the payment of the SRO for salary and benefits as of the time of termination. For planning and budgeting purposes, the City shall provide to the School District's Business Administrator the estimated cost of the SRO no later than May 1st of each year. The City will confirm to the School District's Business Administrator the actual cost of the SRO for the following school year prior to July 1st.

SECTION FIVE
JOINT ADMINISTRATORS

Pursuant to UTAH CODE ANNOTATED, Section 11-13-101, et seq., the parties agree that Springville City and Nebo School District shall act as the joint administrators responsible for this Agreement. Each party shall have the powers necessary to administer and fulfill their obligations under this Agreement without need to confer with the other (e.g., budgeting, training, adopting policies, etc.) and shall each maintain their own records and books. Any power or responsibility described herein that expressly requires both parties' participation shall be exercised only by mutual consent. This Agreement does not anticipate nor provide for any organizational changes in the City or the School District. However, the parties agree to establish an eight (8) member SRO Oversight Committee comprised of the following individuals: (a) the School District's Coordinator of Student Services, or his/her designee; (b) the principal of Springville Junior High School, or his/her designee; (c) the principal of Spring Canyon Middle School, or his/her designee; (d) the School District's Legal Counsel, or his/her designee; (e) the City's Chief of Police, or his/her designee; (f) the SRO currently assigned to Springville Junior High School and Spring Canyon Middle School, or his/her designee; (g) the City's Administrator, or his/her designee; and (h) the City's Attorney, or his/her designee. The School District's Coordinator of Student Services, or his/her designee, and the City's Chief of Police, or his/her designee, shall be the co-chairs of the

Committee. This Committee shall meet as necessary to address respective duties, responsibilities, and any other concerns related to this Agreement.

SECTION SIX
FILING OF AGREEMENT

A copy of this 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 SEVEN
DESCRIPTION OF ARRANGEMENT

A. Employment of the School Resource Officer

1. The City agrees to employ and provide one full-time police officer between Springville Junior High School and Spring Canyon Middle School during the school year (referred to herein as the "School Resource Officer" or "SRO"). It is clearly understood, acknowledged, and agreed to by the parties that the SRO is an employee of the City, subject to the administration, supervision, and control of the City, and that the SRO is not an employee of the School District.
2. The City will furnish training, uniforms, equipment, and schedule of deployment required under Utah law or that is needed for the operation of this Agreement. The School District shall coordinate with the City to also provide the SRO with applicable training, supplies, and equipment needed for the operation of this Agreement.
3. The SRO shall be subject to all personnel policies and practices of the City and the City's Police Department, as such may be adopted and amended from time to time, except as such policies or practices may be modified by the terms and conditions of this Agreement.
4. The City, in its sole discretion, shall have the power and authority to hire, replace and rotate, discharge, and discipline the SRO.
5. As an employee of the City, the SRO will be subject to the chain of command of the City's Police Department.
6. If the principal of Springville Junior High School or the principal of Spring Canyon Middle School is dissatisfied, with justifiable reason, with the SRO who has been assigned to the school, then the principal may request that the City's Chief of Police assign a different police officer as the SRO for the school. Unless the nature of the concerns warrant immediate replacement, such a request should normally occur after the principal has previously met with the City's Chief of Police to discuss concerns and allow a reasonable amount of time for the City to remediate the issues. If mutually agreed by the City and School District, the City's Chief of Police shall assign a new SRO to the schools. The City reserves the right to remove/re-assign any SRO along with notification given to the principals of Springville Junior High School and Spring Canyon Middle School and to the School District.

B. Duties of the School Resource Officer

1. The purpose of the SRO is to provide for and maintain a safe, healthy, and productive learning environment, emphasizing the use of restorative approaches to address negative behavior, while acting as a positive role model for students by working in a cooperative, proactive, problem-solving manner between the City and the School District.
2. The SRO is to build relationships, enhance community-policing activities, help identify safety concerns within the schools, help develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators and staff.
3. The SRO shall be expected to attend and participate in applicable school meetings, and to communicate and coordinate with the school principal and other appropriate school administrators concerning the needs of the school and its students.
4. In coordination with school administrators, the SRO may provide presentations to the school on safety, crime prevention, bullying, etc., and may also provide additional services to the school if available.
5. The City and the SRO will work closely with School District officials to help improve the social and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed may include substance abuse, violence reduction, social skills, problem-solving skills, and other areas of School District and community concern.
6. The City and School District understand that the SRO may use measures to secure school property as followed through established protocols of the City's Police Department and the School District in the event of an emergency situation that requires the activation of emergency response procedures (i.e., critical incident protocols such as "lock down" and "lock out").
7. The SRO will be a visible, active law enforcement figure dealing with the school's law enforcement matters at school and at school activities and events. Given the numerous activities, the SRO shall not be required to attend all school activities and events. The City and School District will confer and mutually agree concerning when law enforcement will be present for school activities and events. The City may elect to send the SRO or provide other officers for school activities and events that the parties agree needs law enforcement presence.
8. The SRO and school administrators will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, de-escalating school-based incidents whenever possible. Examples of student offenses best handled by the SRO, include, but are not limited to: gang related activity; possession of a weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; hazing;

behavior that is an immediate threat to others; terroristic threats; and other criminal law violations that may constitute a class B misdemeanor, a class A misdemeanor, or a felony. Examples of student offenses best handled by school administrators, include, but are not limited to: dress code violations; disruptive behavior that is not a threat to others or to the public safety, such as defiance of authority; profanity; possession of inappropriate items; inciting, but not actively participating in inappropriate behavior; truancy or attendance violations; offenses that would be considered to be a class C misdemeanor, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law; and other minor violations of School District policies. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.

9. The SRO will be involved in school discipline when it pertains to certain criminal matters and preventing a disruption that would, if ignored, place students, school personnel, and others at risk of harm. In all other cases, disciplining students for policy violations is a school responsibility. In those situations, the SRO may, if appropriate under the circumstances, take students who violate School District conduct policies to the administration offices for discipline to be taken by school administrators.
10. The SRO shall confer with school administrators for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
11. The SRO shall confer with school administrators on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or a weapon. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
12. The SRO will use reasonable efforts to initiate positive interaction with students in the classroom and general areas of the school campus to promote the profession of police officers and be a positive role model, while increasing the visibility and accessibility of police to the school community.
13. The SRO will share information with the school's administrators about persons and conditions pertaining to school campus safety concerns to the extent allowed by law and the City's Police Department policies.
14. The SRO may assist with resolving law enforcement issues that affect the students, the school, the School District, or the broader community. However, matters that are not of a significant or urgent nature or do not directly relate to the students, the school, the School District, or to issues concerning child abuse or neglect, but only concern the broader community, should first be coordinated between school administration and law enforcement before being conducted at the school in order to minimize the effect on student education and the school

environment. Outside law enforcement agencies shall first coordinate with school administration.

15. The SRO shall notify school administration upon removing a student from the school campus.
16. The SRO shall notify a parent as soon as possible when minor students are issued a criminal citation or arrested.
17. If a student arrest is warranted, the SRO shall use the least disruptive and the least obtrusive manner reasonably available to conduct the arrest of the student. The SRO should be accompanied by a school principal or assistant principal, if available, when arresting a student unless exigent circumstances require otherwise for the safety of the student, the SRO, and/or others.
18. The SRO shall not use physical force or restraints on a student, including handcuffs, Tasers, mace, or other physical or chemical restraints unless a student's actions pose a threat or they are subject to arrest and such action is warranted under the City Police Department's policies and practices.
19. The SRO shall question students in a manner and a time when it has the least impact on the student's education so long as the delay in questioning does not interfere with the effectiveness of an investigation, the disappearance or unavailability of a criminal suspect or evidence, or risk public safety or significant damage to property.
20. The SRO shall become familiar with School District's student conduct and discipline policies.
21. The SRO; the principal of Springville Junior High School, of his/her designee; and the principal of Spring Canyon Middle School, or his/her designee, will jointly complete the school resource officer training program described in UTAH CODE ANNOTATED, Section 53G-8-702. The training program curriculum and materials are to be developed by the Utah State Board of Education and will include training on the following topics: (a) childhood and adolescent development; (b) responding age-appropriately to students; (c) working with disabled students; (d) techniques to de-escalate and resolve conflict; (e) cultural awareness; (f) restorative justice practices; (g) identifying a student exposed to violence or trauma and referring the student to appropriate resources; (h) student privacy rights; (i) negative consequences associated with youth involvement in the juvenile and criminal justice systems; (j) strategies to reduce juvenile justice involvement; and (k) roles of and distinctions between a school resource officer and other school staff who help keep a school secure. If training is required during the school day, the School District and the City's Police Department will coordinate together to provide coverage for the SRO's classes and responsibilities at the school.
22. The City and School District may coordinate and jointly fund other beneficial training opportunities for the SRO and school administrators.
23. The purposes and duties of the SRO set forth above are for the benefit of the students, faculty, staff, and administrators of the schools and the School District

as a whole. This Agreement and the SRO's presence at the schools shall not be interpreted as creating a special relationship or heightened duty of care between the SRO, the City, the City Police Department, or the School District and any particular person.

C. Duties of School Administrators

1. School administrators shall provide the City's Police Department with appropriate school administrator names and contact information to facilitate communication.
2. School administrators shall provide an office/storage or workspace for the SRO's materials and personal effects.
3. School administrators shall provide classrooms, equipment and supplies needed for school presentations on safety, crime prevention, bullying, etc.
4. School administrators will arrange meetings with the SRO as needed by the school administration.
5. School Administrators and the SRO will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, de-escalating school-based incidents whenever possible. Examples of student offenses best handled by the SRO, include, but are not limited to: gang related activity; possession of a weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; hazing; behavior that is an immediate threat to others; terroristic threats; and other criminal law violations that may constitute a class B misdemeanor, a class A misdemeanor, or a felony. Examples of student offenses best handled by school administrators, include, but are not limited to: dress code violations; disruptive behavior that is not a threat to others or to the public safety, such as defiance of authority; profanity; possession of inappropriate items; inciting, but not actively participating in inappropriate behavior; truancy or attendance violations; offenses that would be considered to be a class C misdemeanor, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law; and other minor violations of School District policies. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.
6. School administrators shall confer with the SRO for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
7. School administrators shall confer with the SRO on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or

a weapon. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.

8. School administrators will make an effort to handle routine student conduct and disciplinary matters without involving the SRO in a law enforcement capacity, unless it is absolutely necessary or required by law.
9. School administrators will facilitate SRO-initiated investigations and actions.
10. School administrators will provide ongoing feedback to the City's Police Department for SRO evaluation purposes.
11. School administrators shall notify the SRO responding to a school-based infraction if any student involved has a disability with an accompanying Individualized Education Program ("IEP"), Section 504 Plan, or Health Care Plan, and who therefore may require special treatment or accommodations.
12. The School District acknowledges that the SRO is required by City policies and procedures to attend mandatory trainings and/or meetings.
13. If applicable and deemed necessary, school administrators will provide opportunities for the SRO and school administration to meet with parents and community members during the school year.
14. The SRO; the principal of Springville Junior High School, or his/her designee; and the principal of Spring Canyon Middle School, or his/her designee, will jointly complete the school resource officer training program described in UTAH CODE ANNOTATED, Section 53G-8-702. The training program curriculum and materials are to be developed by the Utah State Board of Education and will include training on the following topics: (a) childhood and adolescent development; (b) responding age-appropriately to students; (c) working with disabled students; (d) techniques to de-escalate and resolve conflict; (e) cultural awareness; (f) restorative justice practices; (g) identifying a student exposed to violence or trauma and referring the student to appropriate resources; (h) student privacy rights; (i) negative consequences associated with youth involvement in the juvenile and criminal justice systems; (j) strategies to reduce juvenile justice involvement; and (k) roles of and distinctions between a school resource officer and other school staff who help keep a school secure. If training is required during the school day, the School District and the City's Police Department will coordinate together to provide coverage for the SRO's classes and responsibilities at the school.
15. The City and School District may coordinate and jointly fund and provide other beneficial training opportunities for the SRO and school administrators.
16. School administrators shall comply with the provisions of student conduct and discipline policies, including Nebo School District Policies JD, JDA, JDB, JDC, JDD, JDE, JDF, JDG, JDH, JDI, JDJ, JDK, and other student conduct and discipline related policies, procedures, and handbooks.

D. Student Rights

SRO Search and Seizure

1. The SRO may conduct or participate in a search of a student's person, school locker, personal belongings, electronic devices, or vehicle only where there is "probable cause" to believe that the search will turn up evidence of criminal conduct or that the student has committed or is committing a criminal offense.
2. It is recommended that in addition to having probable cause, the SRO should follow state and federal law and the City's Police Department policies and procedures when conducting searches of persons and property which may require a search warrant.
3. Except in the event of exigent circumstances, the SRO shall inform school administrators prior to conducting a "probable cause" search where practicable.
4. The SRO shall not ask school administrators to search a student's person, school locker, personal belongings, electronic devices, or vehicle in an effort to circumvent the student's legal rights and protections.

School Administrators Search and Seizure

1. A school administrator may conduct a search of a student's person, school locker, personal belongings, electronic devices, or vehicle in accordance with the "reasonable suspicion" legal standards and procedures set forth in Section 7 of Nebo School District Policy JD, *Student Conduct and Discipline*.
2. Absent a real and immediate threat to any person or to the public safety, a school administrator shall not ask the SRO to be present or participate in a search when no probable cause has been established.
3. Strip searches of students by school administrators are prohibited.

Student Questioning

1. SRO - Student as Alleged Perpetrator. The SRO may question a student about conduct that could expose the student to arrest or criminal charges according to the following guidelines:
 - a. Student is Fourteen (14) Years of Age or Older. Before interviewing a student who is of the age of fourteen (14) years or older and who is a suspected perpetrator of a criminal matter, the SRO may make an effort to first contact the student's parent / legal guardian if deemed appropriate under the circumstances. Nevertheless, the SRO may interview a student who is fourteen (14) years of age or older so long as applicable legal criteria has been satisfied. The parent / legal guardian of a student who is interviewed by the SRO should be informed as soon as reasonably practicable that an interview has taken place.
 - b. Student is Under the Age of Fourteen (14) Years. Before interviewing a student who is under the age of fourteen (14) years and who is a suspected perpetrator of a criminal matter, the SRO must first contact the student's parent / legal guardian to either obtain their physical presence or obtain a waiver of physical

presence prior to conducting the interview. The SRO may interview the student who is under the age of fourteen (14) years so long as applicable legal criteria has been satisfied.

c. The SRO shall inform school administrators prior to questioning the student where practicable.

d. The SRO shall not ask a school administrator to question a student in an effort to circumvent the student's rights and protections.

2. SRO - Student as Alleged Victim or Witness. The SRO may question a student who is the alleged victim or witness to a possible criminal matter according to the following guidelines:

a. Student is Fourteen (14) Years of Age or Older. Generally, the SRO may question a student who is of the age of fourteen (14) years or older if the student is an alleged victim or witness to a criminal matter. School administrators and the SRO should use their best judgment in determining whether specific circumstances would warrant contacting the student's parent / legal guardian prior to the interview. In the event of an investigation involving alleged child abuse or neglect, the parent / legal guardian of a student who is interviewed by the SRO should be informed in accordance with applicable Utah law that an interview has taken place.

b. Student is Under the Age of Fourteen (14) Years. Before interviewing a student who is under the age of fourteen (14) years and who is an alleged victim or witness to a criminal matter, school administrators and the SRO should use their best judgment in determining whether specific circumstances would warrant contacting the student's parent / legal guardian prior to the interview. In the event of an investigation involving alleged child abuse or neglect, the parent / legal guardian of a student who is interviewed by the SRO should be informed in accordance with applicable Utah law that an interview has taken place.

c. The SRO shall inform school administrators prior to questioning the student where practicable.

d. The SRO shall not ask a school administrator to question a student in an effort to circumvent the student's rights and protections.

3. SRO – Child Abuse and Neglect Cases. In the event the SRO is investigating a suspected child abuse or neglect matter, the SRO and school administrators shall follow the procedures outlined in the Child Abuse and Neglect Protocol Handbook compiled by Nebo School District, Child Protective Services, and Law Enforcement. In conjunction therewith, the SRO who is requesting permission to interview a student at school must sign the Confidential School Liability Release Form.

4. SRO – Student Conversations. In general, conversations between the SRO and students will be on the premise of building relationships to help develop a healthy learning environment and promote pro-social behaviors.

5. School Administrators – Student Interviews and Questioning. School administrators have the responsibility to oversee the proper and efficient operation of their schools. Students should be educated in a safe, secure, and supervised environment. Utah law defines “in loco parentis” in UTAH CODE ANN., Section 53E-6-703 as “the power of professional school personnel to exercise the rights, duties, and responsibilities of a reasonable, responsible parent in dealing with students in school-related matters.” Accordingly, school administrators are free to communicate, interview, and question students for any academic and non-academic matters, including, but not limited to, issues relating to school and student safety, policy compliance and violations, student discipline, etc. In addition, school personnel have a legal responsibility and protocol in cooperating with the Division of Child and Family Services (DCFS) and law enforcement officials relating to suspected child abuse or neglect.

Access to Education Records

1. School administrators shall allow the SRO to inspect and copy any public records, including student “directory information,” maintained by the school to the extent allowed by state and federal law and Nebo School District Policy JO, *Student Records and Data Protection*.
2. If some information in a student’s educational record is needed in an emergency to protect the health or safety of the student or others, school administrators shall disclose to the SRO the information that is needed to respond to the emergency situation based on: (i) the seriousness of the threat to the health or safety of an individual; (ii) the need of the information to meet the emergency situation; and (iii) the extent to which time is of the essence.
3. If the SRO needs confidential student educational record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable state and federal law and Nebo School District Policy JO, *Student Records and Data Protection*.

SECTION EIGHT **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 NINE **RIGHTS AND REMEDIES**

In the event of any breach hereunder and after the lapse of the cure period as per Section Eight 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 respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise. In the event the School District breaches this Agreement and fails to make corrections as set forth in Section

Eight above, the City may terminate this Agreement and cease providing a School Resource Officer to Springville Junior High School and Spring Canyon Middle School. In the event the City breaches this Agreement and fails to make corrections as set forth in Section Eight above, the School District may terminate this Agreement and cease to make further payments as described in Section Four.

SECTION TEN
GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement and all right 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 ELEVEN
COSTS OF ENFORCEMENT

In the event of any lawsuit or other proceeding or dispute concerning this Agreement, the prevailing party will be entitled to recover its costs from the non-prevailing party (including, but not limited to, court fees and expert witness costs, but not including attorneys' fees associated with the enforcement of this Agreement), whether such sums are expended with or without suit and regardless of the forum. For purposes of the foregoing sentence: (a) a "prevailing party" means (i) in the case of the party initiating the enforcement of rights or remedies, that it recovered substantially all of its claims, and (ii) in the case of the party defending against such enforcement, that it successfully defended substantially all of the claims made against it; and (b) if no party is a "prevailing party" within the meaning of the foregoing, then no party will be entitled to recover its costs and expenses from the other party.

SECTION TWELVE
NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, 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 THIRTEEN
TERM AND TERMINATION

This Agreement shall be effective as of July 1, 2019, and shall continue for a period of ten (10) years, unless sooner terminated as provided herein. Either party may terminate this Agreement for any or no reason and at any time by giving the other party at least ninety (90) days prior written notice of the same.

SECTION FOURTEEN
APPROPRIATION OF FUNDS

The parties' obligations under this Agreement are expressly subject to the appropriation of funds by the School District and the City. Further, in the event that funds are not appropriated

in whole or in part sufficient for performance of the obligations under this Agreement, the parties may terminate this Agreement.

SECTION FIFTEEN
LIABILITY AND INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah (the "Governmental Immunity Act"), UTAH CODE ANNOTATED, Section 63G-7-101, et seq., as amended. Consistent with the terms of the Governmental Immunity Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its employees, officers, agents, or volunteers. Neither party waives any defenses otherwise available under the Governmental Immunity Act, nor does any party waive any limits of liability now or hereafter provided by law. Subject to the foregoing, each party agrees to save, keep, hold harmless, and indemnify the other party, its employees, officers, agents, and volunteers from all damages, costs, or expenses in law or equity, including attorneys' fees, that may at any time arise or be set up because of damages to property and/or personal injury incurred by reason of or in the course of performing the services under this Agreement which may be occasioned by any willful, negligent, or wrongful acts or omissions of the party, its employees, officers, agents, or volunteers. The terms of this section shall survive the termination of this Agreement.

SECTION SIXTEEN
REAL AND PERSONAL PROPERTY

A. Real Property. The parties do not contemplate or intend to jointly acquire, hold, or dispose of any real property pursuant to this Agreement. At all times and upon termination of this Agreement, all real property shall remain the property of the party that acquired it.

B. Personal Property. The parties do not contemplate or intend to jointly acquire, hold, or dispose of any personal property pursuant to this Agreement. Any personal property acquired, held, or disposed of in furtherance of this Agreement shall be acquired, held, or disposed of by each party separately, pursuant to each party's respective policies and procedures. At all times and upon termination of this Agreement, all personal property shall remain the property of the party that acquired it regardless of how such property may have been used.

SECTION SEVENTEEN
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. This Agreement may be modified only by a writing signed by each of the parties hereto.

D. Covenants and Conditions. Each provision of this Agreement performable by the City and the School District shall be deemed to be both a covenant and a condition.

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

F. Binding Effect. This Agreement shall bind the parties and their respective successors and assigns.

G. 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.

H. Time. Time is of the essence of each term, provision, and covenant of this Agreement.

I. 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.

J. 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. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

K. 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.

L. 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.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this SPRINGVILLE JUNIOR HIGH SCHOOL & SPRING CANYON MIDDLE SCHOOL - SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2019.

SPRINGVILLE CITY

By: _____
RICHARD J. CHILD, Mayor

ATTEST:

By: _____
KIM CRANE, City Recorder

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

JOHN PENROD,
Springville City Attorney

DATED this ____ day of _____, 2019.

**BOARD OF EDUCATION OF
NEBO SCHOOL DISTRICT**

By: _____
CHRISTINE RILEY, 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