



**MAYOR AND COUNCIL DINNER - 5:00 P.M.**

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

No decisions will be made at this meeting. The public is invited to observe the work session. Public comment generally is not taken during work sessions.

**CALL TO ORDER- 5:30 P.M.**

**COUNCIL BUSINESS**

1. Calendar

- Jul 14 - Work/Study Meeting 5:30 p.m.
- Jul 21 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Jul 24 - Pioneer Day Observed (City Offices Closed - Friday)
- Aug 04 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.

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

- a) Invocation - Councilmember Packard
- b) Pledge of Allegiance - Councilmember Monney
- c) Consent Agenda
  - 1. Approval of minutes for the June 16, 2020 works study and regular meeting minutes.

3. **DISCUSSIONS/PRESENTATIONS**

- a) Discussion regarding disbursement of COVID relief funds - Troy Fitzgerald, City Administrator
- b) Park Master Plan Discussion - Bradley Neel, Building and Grounds Director
- c) Discussion regarding Westfield Central Zones - John Penrod, Assistant City Administrator/City Attorney

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**

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CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 07/02/2020

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**  
**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 June 16, 2020 works study and regular meeting minutes.

**REGULAR AGENDA**

2. Consideration of a Resolution and Interlocal Cooperation Agreement between Utah County and Springville City for disbursement from the Coronavirus Relief Fund - Troy Fitzgerald, City Administrator
3. Discussion regarding Accessory Dwelling Units (ADU) and Short-Term Rentals (STR) - John Penrod, Assistant City Administrator/City Attorney
4. Discussion regarding Land Use Tools - John Penrod, Assistant City Administrator/City Attorney

**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.*

**ADJOURNMENT**

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MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, JUNE 16, 2020 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

**Presiding and Conducting:** Mayor Richard J. Child

**Elected Officials in Attendance:** Liz Crandall  
Craig Jensen  
Patrick Monney  
Matt Packard  
Mike Snelson

**City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Public Safety Director Craig Martinez, Building and Grounds Director Bradley Neel, Community Development Director Josh Yost, Public Works Director Brad Stapley, Operations Manager Rod Oldroyd, Library Director Dan Mickelson, and Museum of Art Director Rita Wright.

**CALL TO ORDER**

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

**COUNCIL BUSINESS**

1. Calendar

- Jul 03 - Independence Day Observed (City Offices Closed - Friday)
- Jul 07 - Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Jul 14 - Work/Study Meeting 5:30 p.m.
- 

Mayor Child asked if there were any questions or additions to the calendar. There were none.

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

- a) Invocation - Councilmember Jensen
- b) Pledge of Allegiance - Councilmember Packard
- c) Consent Agenda
  1. Approval of minutes for the May 19, 2020, regular meeting and the June 02, 2020 work-study and regular meetings
  2. Approval of the Mayor's appointment of Jeremy Barker to the Active Transportation Ad-Hoc Committee
  3. Approval of the Mayor's appointment of Craig and Kim Bingham as advisors to the Youth City Council
  4. Approval for the Spring Pointe Commercial Condominiums located at 687 N 2000 W in the HC-Highway Commercial Zone - Josh Yost, Community Development Director

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

44

### 3. DISCUSSIONS/PRESENTATIONS

#### 46 a) Discussion of Police Department Policies - Craig Martinez, Public Safety Director

Chief Martinez introduced Sergeant Jeremy Leonard and noted Sergeant Leonard recently completed the School of Police Staffing and Command, through Northwestern University. He appreciates the work Sergeant Leonard has done and the department is very lucky to have him.

Chief Martinez addressed the policies and procedures of the police department. He explained the Eight Can't-Wait Program the department is doing. He addressed department policy prohibits chokeholds and it has not been authorized, over the last few years, POST stopped training on it as well. Officers are given continued ongoing training after attending the police academy. The Department has a use of force review board in policy and they are working to have it include a citizen component.

Councilmember Jensen commented he was happy the code enforcement position was moved to the police department. Mayor Child expressed he had received positive comments regarding Officer Willardson and code enforcement.

58

#### 60 b) Discussion of a proposed Main Street South Gateway Zone and Council direction for future action - Josh Yost, Community Development Director

Mayor Child explained the Main Street Gateway Zone was up for discussion with the council. He expressed something needs to be established by the council and then it will go to the Planning Commission for their recommendation.

Director Yost reported the Allen's Block was one of the top priorities of the council, it will help with the transition of downtown to south main. A developer requested a zone text amendment last October. There have been four work sessions with the council and two meetings with the Planning Commission. No development agreement has been submitted on the Allen's Block. An application has been received for a zone text amendment. The Council can direct staff to move to the Planning Commission for a recommendation.

Director Yost informed the council, staff was ready to have the item go before the Planning Commission in a Public Hearing. The Commission would then give a recommendation to the Council for a vote. He provided some considerations for the council. The building height has been the biggest issue. He provided a mock-up for a visual to the council of the zone as it stands. He then provided a matrix with an addition of the applicant's overlay currently in the ordinance. No design standards, no minimum first-floor requirements. He explained the entire block could be permitted for a skilled assisted living facility use.

Attorney Penrod stated concerning changing the code, there have been discussions of grandfather rights. The council would need to discuss what to include in a code amendment.

Councilmember Monney asked about landscaping. Director Yost replied currently 90% of the property can be covered with buildings. Currently, the code requires a developer to include onsite parking.

Administrator Fitzgerald stated previously structured parking has not been economical. Currently, there have been inquiries about structured parking. The economics have not improved much for structured parking. He asked the Council to give their direction on this for the Planning Commission.

Director Yost reviewed staff recommendations for the council to discuss and move to the Planning Commission.

Councilmember Jensen asked to see the pros and cons of the current standards and proposed standards.

Councilmember Packard stated the assisted living, height issue, residential and senior living are issues and the Council needs to give direction to the Planning Commission.

90 Councilmember Snelson doesn't believe there would be a big block space, with windows and fenestrations. The presentation was a worst-case scenario.

92 Mayor Child stated differing options from the council can be given to the Planning Commission for their recommendation.

94 Councilmember Monney received concerns about density, traffic, and height. His limitation on height was keeping a balanced look. He was in favor of higher unoccupied space.

96 Councilmember Crandall expressed the corner of main and 400 south was an issue. She did not want 50 feet on the corner. She questioned the block being sold in small increments.

98 Administrator Fitzgerald explained the south gateway includes more than the Allen's block and the council may want to look at the overall area. He explained a developer could sell off smaller portions of the block.

100 Council discussed the question of height on the corner of 400 south and main and the look of downtown.

102 Administrator Fitzgerald stated staff would give their recommendation and will rewrite to add the lower height and setbacks and proceed to Planning Commission with changes.

106 c) **Discussion regarding ongoing Canyon Water Adjudication - John Penrod, Assistant City Administrator/City Attorney**

108 Attorney Penrod reported due to lack of time, he will address the information during the regular meeting. He acknowledged it would be about the water adjudication and bringing the council up to speed.

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

112 Mayor Child asked for any other comments. There were none.

114 **5. CLOSED SESSION**

116 *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*

118 There was none.

120 **ADJOURNMENT**

122 COUNCILMEMBER PACKARD MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:41 P.M.

124 COUNCILMEMBER JENSEN SECONDED THE MOTION, ALL VOTED AYE.

126  
128 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, June 16, 2020. I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday, June 16, 2020.*

134 DATE APPROVED: \_\_\_\_\_

136 \_\_\_\_\_  
Kim Crane, CMC  
City Recorder

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, JUNE 16, 2020 AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

**Presiding and Conducting:** Mayor Richard J. Child

**Elected Officials in Attendance:** Liz Crandall  
Craig Jensen  
Patrick Monney  
Matt Packard  
Mike Snelson

**City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Bruce Riddle, Assistant City Administrator/Finance Director, and City Recorder Kim Crane. Public Safety Director Craig Martinez, Building and Grounds Director Bradley Neel, Power Director Leon Fredrickson, Community Development Director Josh Yost, Public Works Director Brad Stapley, Museum of Art Director Rita Wright

#### CALL TO ORDER

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

#### APPROVAL OF THE MEETING'S AGENDA

COUNCILMEMBER SNELSON MOVED TO APPROVE THE MEETINGS AGENDA AS WRITTEN. COUNCILMEMBER JENSEN SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

Mayor Child directed the Council to hear item #6 before item #5 on the regular agenda.

#### MAYORS COMMENTS

Mayor Child welcomed the Council, staff, and those in attendance. He asked if there were any youth on assignment in attendance. There were none.

#### PUBLIC COMMENT

Mayor Child introduced the Public Comment section of the agenda. He asked if there were any written comments submitted. The following comments were made.

Bruce Bennett, resident; would like to address the Allen's block, he is involved with the historical society and was a part of making Plat A, a stable place, he would like the council to consider how the Allen's block would impact Plat A. He expressed residential would add to the neighborhood, assisted living would take away, this is a rare opportunity to make a positive change. Plat A has improved consistently.

Louanne Packard, resident; would like to address safety on building a large complex on the Allen's block. Traffic was impacting the area, and it will greatly increase. With assisted living those visiting, employees and any shops will contribute to traffic, she was concerned about safety. She expressed more shopping should be on the west side of Springville

46 Natalie Marvin, resident; has lived in Springville her entire life. Springville is only going to grow  
and this is a good chance to take charge and support high-density housing.

48 Danielle Root, resident; she was in support of the Allen's block project. She attended the  
developer meetings, she believes they are interested and feels they are working to take care of traffic and  
50 tie the building in with the main street and the art city vibe. She supports high-density housing, Springville  
is growing and is a wonderful Art City.

52 Logan Millsap, resident; was in favor of higher density and mixed-use. Facebook is kind of a  
dumpster fire. It is where a lot of residents get their information, some incorrect. There is a need to  
increase civic engagement through streaming and recording meetings. Better communication with  
54 citizens is needed.

56 Rebecca Vandorp, resident; feels strongly about the corner as such a prominent corner. The  
corner is very busy and possible to have business grow. The type of business they are proposing is not  
filled and is empty. An assisted living facility did not make sense. A quaint shopping center would be nice,  
58 walking friendly. The city has a lot of roots to grow with what is currently here, there is a need to get the  
main street business back up and running.

60

### CONSENT AGENDA

- 62 1. Approval of minutes for the May 19, 2020, regular meeting and the June 02, 2020 work-study and  
regular meetings
- 64 2. Approval of the Mayor's appointment of Jeremy Barker to the Active Transportation Ad-Hoc  
Committee
- 66 3. Approval of the Mayor's appointment of Craig and Kim Bingham as advisors to the Youth City  
Council
- 68 4. Approval for the Spring Pointe Commercial Condominiums located at 687 N 2000 W in the HC-  
Highway Commercial Zone - Josh Yost, Community Development Director

70

COUNCILMEMBER JENSEN MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN.  
72 COUNCILMEMBER MONNEY SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

### 74 PUBLIC HEARING AGENDA

- 76 5. **Public Hearing to consider a Resolution and adoption of the Springville City Final Budget for Fiscal  
Year 2020/2021 - Bruce Riddle, Assistant City Administrator/Finance Director**

78 Director Riddle reported he would cover all three public hearings of adopting the Springville City  
Final Budget for FY 2020/2021, Enterprise Fund Transfers for FY 2020/2021, and Setting Compensation  
for Springville City Officers and Employees for FY 2020/2021; the council could then hold the respective  
80 public hearings for each.

82 Director Riddle reported traditionally, there are very few changes between the Tentative and Final  
Budget proposals. This year with rapidly changing economic circumstances, the entire budget was  
reviewed and modifications were made in conjunction with guidance from the Mayor, City Council, and  
84 Directors.

86 Director Riddle stated some economists reported April was the most difficult month for the  
economy and was expected to start improving.

88 Administrator Fitzgerald stated other cities have the forecast tax revenue to be flat, it looks like  
they could be down more than Springville. The Senate the House and the Governor's office are also  
forecasting the State to be down approximately \$132 million in the general fund and approximately \$700  
90 million in the education fund their rainy-day fund is lower than these amounts

92 Director Riddle commented the golf fund has fared well in light of the COVID pandemic. May was  
the biggest month for revenues in the history of the golf course.

94 Mayor Child opened the public hearing. No public comments were received.

96 COUNCILMEMBER JENSEN MOVED TO CLOSE THE PUBLIC HEARING. COUNCILMEMBER  
PACKARD SECONDED THE MOTION. ALL PRESENT VOTED AYE.

98

100 COUNCILMEMBER SNELSON MOVED TO APPROVE **RESOLUTION #2020-20** ADOPTING A  
BUDGET FOR SPRINGVILLE CITY CORPORATION IN THE AMOUNT OF \$76,454,803 FOR  
EXPENDITURES AND TRANSFERS IN THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING  
102 JUNE 30, 2021.

104 COUNCILMEMBER JENSEN SECONDED THE MOTION. THE VOTE IS RECORDED AS  
FOLLOWS:

106	COUNCILMEMBER CRANDALL	AYE
106	COUNCILMEMBER JENSEN	AYE
108	COUNCILMEMBER MONNEY	AYE
108	COUNCILMEMBER PACKARD	AYE
110	COUNCILMEMBER SNELSON	AYE

110 **RESOLUTION #2020-20 APPROVED**

112 6. **Public Hearing for consideration of a Resolution and Budget Amendment to the FY 2019/2020  
Springville City Budget - Bruce Riddle, Assistant City Administrator/Finance Director**

114 Director Riddle reported unexpected revenues and expenses had emerged since the beginning  
of the budget year. In order to proceed with addressing the variations from the original budget, the Council  
116 was requested to act through amending the budget.

118 Director Riddle stated POPS (Professional Outreach Programs in the Schools) funding from the  
state had been approved for the Museum of Art. He reviewed the other items in the amendment including  
a new full-time building inspector position, employee benefits, and overtime pay. He stated sales tax for  
120 March had been reported and was not down as much as expected. Transfers will only be what is within  
the state's limit.

122

Mayor Child opened the public hearing.

124

126 Karen Iffediba, resident; wants to commend all the good work done on the budget in this critical  
financial time. She appreciated the staff who oversees the budget, and the council can see what needs  
to be done at a viable level and employ those that know how to maintain a budget and keep employees.

128

130 COUNCILMEMBER PACKARD MOVED TO CLOSE THE PUBLIC HEARING.  
COUNCILMEMBER JENSEN SECONDED THE MOTION. ALL PRESENT VOTED AYE.

132 COUNCILMEMBER CRANDALL MOVED TO APPROVE **RESOLUTION #2020-21** TO OPEN  
AND AMEND THE GENERAL FUND, DEBT SERVICE FUND, AND GENERAL CIP FUND BUDGETS  
134 FOR OPERATING AND CAPITAL EXPENSES APPLYING TO THE FISCAL YEAR ENDING JUNE 30,  
2020 AS OUTLINED IN EXHIBIT A

136 COUNCILMEMBER MONNEY SECONDED THE MOTION. THE VOTE IS RECORDED AS  
FOLLOWS:

138	COUNCILMEMBER CRANDALL	AYE
138	COUNCILMEMBER JENSEN	AYE
140	COUNCILMEMBER MONNEY	AYE



COUNCILMEMBER PACKARD AYE

142 COUNCILMEMBER SNELSON AYE

**RESOLUTION #2020-21 APPROVED**

144  
146 7. **Public Hearing for consideration of a Resolution adopting the Enterprise Fund Transfers for FY 2020/2021 - Bruce Riddle, Assistant City Administrator/Finance Director**

148 Director Riddle reported other than opening a Public Hearing, no formal action was required of the City Council and there was no resolution to approve. He proposed the public hearing be opened and any comments from the public be heard.

150  
152 Mayor Child opened the public hearing. No public comments were received.

154 COUNCILMEMBER JENSEN MOVED TO CLOSE THE PUBLIC HEARING. COUNCILMEMBER SNELSON SECONDED THE MOTION. ALL PRESENT VOTED AYE.

156 8. **Public Hearing to consider an Ordinance and approval of Setting Compensation for Springville City Officers and Employees for FY 2020/2021**

158 Director Riddle reported each annual budget includes the City's compensation schedules and every employee's grade. It also specifically includes the elected official salaries. The process provides the transparency state law requires while allowing the process to be as efficient as possible.

160 Compensation schedules were reviewed and analyzed as part of the budget process. Due to budget constraints resulting from the economic downturn associated with the COVID-19 pandemic, the compensation schedules remained unchanged from last year's budget.

162  
164 Mayor Child opened the public hearing. No public comments were received.

166 COUNCILMEMBER MONNEY MOVED TO CLOSE THE PUBLIC HEARING.  
168 COUNCILMEMBER PACKARD SECONDED THE MOTION. ALL PRESENT VOTED AYE.

170 COUNCILMEMBER PACKARD MOVED TO APPROVE **ORDINANCE #13-2020** SETTING  
172 COMPENSATION FOR SPRINGVILLE CITY OFFICERS AND EMPLOYEES FOR THE FISCAL YEAR ENDING JUNE 30, 2021.

174 COUNCILMEMBER MONNEY SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

176 COUNCILMEMBER CRANDALL AYE

COUNCILMEMBER JENSEN AYE

COUNCILMEMBER MONNEY AYE

178 COUNCILMEMBER PACKARD AYE

COUNCILMEMBER SNELSON AYE

180 **ORDINANCE #13-2020 APPROVED**

182 **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

184 Mayor Child asked if there were any comments. There were none.

**CLOSED SESSION**

186 9. *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*

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

192 COUNCILMEMBER SNELSON MOVED TO CLOSE THE REGULAR MEETING AND GO INTO  
193 CLOSED SESSION AT 8:11 P.M. AND CONVENE IN A CLOSED SESSION REGARDING PROPERTY  
194 AND LITIGATION AND TO ADJOURN THE REGULAR MEETING

194 COUNCILMEMBER MONNEY SECONDED THE MOTION. THE VOTE IS RECORDED AS  
FOLLOWS:

196	COUNCILMEMBER CRANDALL	AYE
	COUNCILMEMBER JENSEN	AYE
198	COUNCILMEMBER MONNEY	AYE
	COUNCILMEMBER PACKARD	AYE
200	COUNCILMEMBER SNELSON	AYE

202 **ADJOURNMENT**

204 THE MEETING ADJOURNED AT 8:11 P.M.

206

208

210

210 *This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, June 16, 2020*  
211 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,*  
212 *State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday,*  
213 *June 16, 2020.*

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218

DATE APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Kim Crane, CMC  
City Recorder



## STAFF REPORT

**DATE:** June 30, 2020  
**TO:** Honorable Mayor and City Council  
**FROM:** Bruce Riddle, Finance Director  
**SUBJECT:** INTERLOCAL AGREEMENT WITH UTAH COUNTY - CORONAVIRUS RELIEF FUND

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### **RECOMMENDED MOTION**

The Finance Department recommends adopting Resolution \_\_\_\_\_ to enter into an Interlocal Agreement with Utah County agreeing to terms and conditions of distributions from the Coronavirus Relief Fund.

### **SUMMARY OF ISSUES/FOCUS OF ACTION**

The Utah Interlocal Cooperation Act authorizes local governmental entities to enter into certain cooperative agreements by resolution of the respective entities in order to carry out various governmental duties. This interlocal agreement will allow Utah County to disburse federal funding from the Coronavirus Relief Fund to Springville City to be used for authorized expenditures.

### **BACKGROUND**

On March 27, 2020, in response to the COVID-19 pandemic, President Trump signed the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"). The Federal Government provided \$1.25 billion to Utah state and local government through the Coronavirus Relief Fund ("CRF"). Based on the distribution formula in the CARES Act, \$934.8 million was paid to the State of Utah, \$203.6 million was paid directly to Salt Lake County, and \$111.6 million was paid directly to Utah County. The Utah County Commission has elected to share a portion of the \$111.6 million disbursement with local entities within Utah County. State and local government can only use the CRF payment to respond to the COVID-19 pandemic.

### **DISCUSSION**

Under the CARES Act regulations, CRF payments may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;

2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

The County's allocation formula results in Springville City receiving \$2,411,635.73 in CRF payments. Under the terms of this interlocal agreement, the City agrees to use the funds in accordance with federal guidelines and indemnify the County for any misuse of the funds. Additionally, the City agrees to utilize and report on the use of funds by November 2, 2020 and return any unused funds to the County.

### **ALTERNATIVES**

The City Council has the alternative of refusing to enter into the agreement. Doing so would result in the City not receiving any funding from the CRF. The City would need to cover any costs associated with COVID-19 response from within existing City funds.

### **FISCAL IMPACT**

The County's allocation formula results in Springville City receiving \$2,411,635.73 in CRF payments to be used for authorized expenditures. The City agrees to return any unspent funds to the County.



## RESOLUTION #2020-xx

### A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SPRINGVILLE CITY AND UTAH COUNTY FOR DISBURSEMENT FROM THE CORONAVIRUS RELIEF FUND

WHEREAS, Springville City does hereby determine that it is in the public interest to enter into an Interlocal Cooperation Agreement with Utah County for disbursement from the Coronavirus Relief Fund; and

WHEREAS, Springville City and Utah County are local governmental entities under the laws of the State of Utah; and

WHEREAS, they are authorized by the Utah Interlocal Cooperation Act, Section 11-13-1, et seq., Utah Code Annotated, (1953, as amended) to enter into agreements with each other upon a resolution to do so by their respective governing bodies to do what each agency is authorized by law to perform; and

WHEREAS, an Interlocal Agreement has been prepared for approval and execution by the participating public agencies which sets for the purposes thereof, the extent of the participation of the parties, and the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, be it resolved by the City Council of Springville, Utah as follows:

#### Section 1.

Adoption. The City Council hereby approves the aforementioned Interlocal Cooperation Agreement and the Mayor is hereby authorized to execute the same.

#### 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.

Severability. If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 5.

Effective Date. This Resolution shall become effective immediately upon its passage.

END OF RESOLUTION.

PASSED AND APPROVED this 07<sup>th</sup> day of July, 2020.

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Richard J. Child, Mayor

ATTEST:

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Kim Crane, City Recorder

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND LOCAL ENTITY FOR DISBURSEMENT FROM THE CORONAVIRUS RELIEF FUND**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (“Agreement”) effective the 15<sup>th</sup> day of June, 2020 by and between Utah County, a political subdivision of the State of Utah (“County”) and \_\_\_\_\_ Springville City \_\_\_\_\_, a political subdivision of the State of Utah (“Recipient”) (collectively “parties”).

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act (“Interlocal Act”), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

**WHEREAS**, pursuant to the Interlocal Act, the parties desire to work together through joint and cooperative action that will benefit the residents of Recipient and County; and

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

**WHEREAS**, earlier this year the United States of America began battling a public health emergency known as Coronavirus Disease 2019 (“COVID-19”). On March 27, 2020 and in response to COVID-19, President Trump signed the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”); and

**WHEREAS**, the Federal Government provided \$1.25 billion to Utah state and local governments through the Coronavirus Relief Fund (“CRF”) included in section 5001 of the CARES Act. Based on the distribution formula in the CARES Act, \$934.8 million was paid to the State of Utah (“State”), \$203.6 million was paid directly to Salt Lake County, and \$111.6 million was paid directly to Utah County (the “County Allocation”). State and local governments can only use the CRF payments to respond to the COVID-19 pandemic. While the County is not required to distribute a portion of its \$111.6 million payment to local entities, the County Commission have elected to share a portion with local entities within Utah County; and

**WHEREAS**, the CARES Act provides that payments from CRF may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to COVID–19, (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

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

**Section 1. EFFECTIVE DATE; DURATION**

This Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this



Agreement. The term of this Agreement shall be from the effective date hereof through December 31, 2020.

This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office and the attorney for Recipient. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

## **Section 2. ADMINISTRATION OF AGREEMENT**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, County, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

## **Section 3. PURPOSE**

This Agreement has been established and entered into between the County and Recipient to provide CRF funds to the Recipient from the County Allocation to respond to the COVID-19 pandemic.

#### **Section 4. CRF FUNDING AMOUNTS**

1. From the County Allocation, \$20 million will be set aside for economic support, to be overseen and recommended by a seven-member committee chosen by the Council of Governments (“COG”) within Utah County and then allocated by the County in accordance with the recommendation. This \$20 million shall be known as “Part 1” of the County Allocation and shall only be expended as authorized by the CARES Act including the costs incurred by County to administer this Part 1. This seven-member committee shall comply with the Utah Open and Public Meetings Act, Utah Code, Title 52, Chapter 4.
  
2. From the County Allocation, \$45,815,170.95 will be set aside for eligible recipients who may receive an allocation up to the maximum amount listed in the Available Funds for Cities and Unincorporated County document attached hereto as Exhibit “A” and incorporated herein by this reference. This \$45,815,170.95 shall be known as “Part 2” of the County Allocation. This amount may be subject to revision by the County due to federal mandate or by an order of a court of law. If Recipient places any CRF funds in an interest-bearing account, Recipient must expend the interest earned on CRF funds in accordance with the requirements of the CARES Act or return the interest earned to County. If Recipient received funds to reimburse or otherwise cover the costs of permissible expenditures, as described in Section 5, from any other sources other than the County Allocation, then Recipient shall provide an accounting to County of all such funds from the other sources and repay to County such funds up to an amount equal to the Recipient’s portion of the County’s Allocation. Recipient acknowledges

that it shall receive no funds from the County outside of those CRF funds in the County Allocation.

3. From the County Allocation, \$45,815,170.95 will be set aside for the County. This \$45,815,170.95 shall be known as “Part 3” of the County Allocation.

#### **Section 5. PERMISSIBLE USE OF CRF FUNDING**

The CARES Act and additional guidance issues by the United States Treasury Department provides that CRF funds may only be used to cover costs that meet the following conditions:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
  - a. The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency.
  - b. CRF Funds may NOT be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute.
  - c. The expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending the CRF funds.
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the Recipient; and
  - a. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially

different use from any expected use of CRF funds in such a line item, allotment, or allocation.

- b. The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the Recipient, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by the Recipient in response to the COVID-19 public health emergency.
  - c. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
- a. A cost is “incurred” when the Recipient has expended funds to cover the cost.

These provisions and guidance are current as of May 26, 2020. The Recipients accepting funds must agree to adhere to any additional current or future Federal or State legislative guidance regarding spending, reporting, or any other matter related to CRF funds. Further, the Recipients shall require that any subgrantee to which it awards CRF funds adhere to the CARES Act and any current or future guidance related to the CRF funds. Federal guidance has been updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

## **Section 6. TIME PERIOD**

The Recipient has until **November 2, 2020** to expend the CRF funds and provide the necessary documentation of the expenditure of the CRF funds to County. CRF funds provided by the County that are not expended on eligible expenditures on or before **November 2, 2020**, must be returned to the County on or before 5:00 P.M. MST, **November 9, 2020**, so that the County will have time to reallocate and expend the funds before they expire on December 30, 2020. The Recipient

may petition the County to retain allocated, but unspent CRF funds, after the **November 2, 2020** date, with approval from the County. Any requests for exceptions shall be emailed to Peter Brown, Finance Manager COVID Project, in the Utah County Clerk/Auditor's Office, [peterb@utahcounty.gov](mailto:peterb@utahcounty.gov), before 5:00 P.M. MST, November 2, 2020.

#### **Section 7. REPORTING ON USE OF CRF FUNDS**

The Recipient shall retain documentation related to any uses of the CRF funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with CARES Act by detailed, daily documentation. Any subgrants made by the Recipient shall similarly require, as a term of the grant, that the subgrantee shall retain documentation and shall produce such documentation to the Recipient and the County upon request.

Consistent with County's responsibilities for the management of CARES funds distributed to it and in accordance with being subject to the Federal Single Audit Act, Recipient shall be prepared to submit receipts and HR records if requested in connection with an audit. All receipts should be individually accompanied (either physically or by PO number) by an explanation form that will be provided by the County that will need to explain how the expenses respond to the "reasonably necessary" justification of the CARES Act Coronavirus Relief Fund (CFR). The Recipient is required to report CRF expenditures at the detailed transaction level on a quarterly basis or data uploaded to Transparent Utah if available for use by County and Recipient. CRF Funds will be identified using function codes specified for these CRF funds in the Uniform Chart of Accounts for Local Government of Utah (revised June 2020) and related resources provided by the Office of the State Auditor. The Recipient is also required to provide summary and detailed documentation supporting

the use of CRF Funds upon request of County, state, federal, or independent auditors. The County may request additional reporting if necessary.

**Section 8. ACCOUNTABILITY FOR THE USE OF CRF FUNDS**

If County, state, or federal audit findings determine that any CRF funds were expended by the Recipient in violation of the requirements of the CARES Act and request repayment of those CRF funds, the Recipient shall provide funds to the County for repayment to the Federal Government as required by the CARES Act. If the County is forced to repay the funds because the Recipient is unwilling or unable to repay the funds, the amount paid by the County will become a past due obligation of the Recipient to the County and may be collected as such.

**Section 9. AVAILABILITY OF CRF FUNDS**

It is expressly understood and agreed that the obligation of the County to proceed under this Agreement is conditioned upon the availability of CRF funds remaining in the County Allocation. If the CRF funds anticipated for the continuing fulfillment of the Agreement from the County Allocation are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide or if CRF funds are not otherwise available to the County, the County shall have the right upon ten (10) working days written notice to the Recipient, to terminate this Agreement without damage, penalty, cost, or expense to the Recipient of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

It is also expressly understood and agreed that any disbursement of CRF funds to

Recipient shall be considered an advance payment from County to Recipient subject to repayment of those CRF funds. Recipient shall either submit to County the appropriate justification documents of funds under the CARES Act or repay the CRF funds to the County. If the Recipient is unwilling or unable to repay any portion of the CRF funds which are not expended as required herein, that amount of the CRF funds will become a past due obligation of the Recipient to the County and may be collected as such.

#### **Section 10. METHOD OF TERMINATION**

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other party. The Parties of this Agreement agree to bring current, prior to termination, any financial obligation incurred in the exercise of its rights and obligations set forth herein.

#### **Section 11. INDEMNIFICATION**

To the fullest extent permitted by law, Recipient shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, audits, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Recipient shall also pay any litigation and appeal expenses that County incurs, including attorney's fees, penalties, and interest arising out of or related to the Agreement. Recipient shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. [Recipient is not responsible for](#)

other Recipient's or County's misuse of Parts 2 and 3 of the County Allocation. County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, audits, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement. Both Recipient and County agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. Recipient's obligations under this provision shall survive the expiration or other termination of this Agreement.

**Section 12. FILING OF INTERLOCAL COOPERATION AGREEMENT**

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

**Section 13. ADOPTION REQUIREMENTS**

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

**Section 14. AMENDMENTS**

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and



approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

**Section 15. SEVERABILITY**

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

**Section 16. NO PRESUMPTION**

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

**Section 17. HEADINGS**

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

**Section 18. BINDING AGREEMENT**

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

**Section 19. NOTICES**

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

**Section 20. ASSIGNMENT**

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

**Section 21. GOVERNING LAW**

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

**Section 22. COUNTERPARTS AND FACSIMILE SIGNATURES**

The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

### **Section 23. SUB-RECIPIENT REQUIREMENTS**

By virtue of terms and conditions of the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF funds received through this Agreement make Recipient a sub-recipient of the federal grant.

As Recipient is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County, except as herein expressly set forth. Recipient as Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of CRF funds received from the County for these necessary COVID-19 related purchases. Persons employed by the County and acting under the direction of the County shall not be deemed to be employees or agents of Recipient.

- a) All Recipient's records with respect to any matters covered by this Agreement shall be made available to the County, State of Utah, and the Comptroller General of the United States or any of their authorized representatives.
- b) Failure of Recipient to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments.
- c) Local governments or non-profit organizations that expend \$750,000 or more in total federal financial assistance (from all sources) in the Recipient's fiscal year shall have a Single Audit completed.

- d) All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, State of Utah, County and/or the General Accounting Office.
- e) To comply with 2 C.F.R. § 200.331 the County as the pass-through entity is providing the following required information:

Subrecipient Name	Springville City
Subrecipient DUNS number	073119422
Federal Award Identification Number	Not Available
Federal Award Date	March 27, 2020
Subaward Period of Performance Start & End Date	March 1, 2020 – December 30, 2020
Amount of Federal Funds Obligated by this action by the County to the Subrecipient	\$2,411,635.73
Total Amount of Federal Funds Obligated to the Subrecipient by the County including the current obligation	\$2,411,635.73
Total Amount of the Federal Award committed to the Subrecipient by the County	\$2,411,635.73
Federal award project description	Project description: Through this subaward, Utah County will provide Covid-19 relief funding for direct support for cities in Utah County, direct support relating to expenditures “reasonably necessary” to help combat the spread of Covid-19.
Name of Federal awarding agency	United States Department of the Treasury
Name of pass-through entity	Utah County Government
Contact information for awarding official of the pass-through entity	Utah County Auditor’s Office Attn: Peter Brown, CARES Act Finance Manager 100 East Center Street, Suite 3600 Provo, UT 84606 Phone: 801.851.8222 Email: <a href="mailto:PeterB@UtahCounty.gov">PeterB@UtahCounty.gov</a>
CFDA Number and Name	21.019
Is the award for Research and Development?	No
Indirect cost rate for the Federal award	None

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Recipient as Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

**UTAH COUNTY**

Authorized by Resolution No. 2020-\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH**

By: \_\_\_\_\_  
NATHAN IVIE, Vice-Chair

ATTEST: AMELIA POWERS GARDNER  
Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:  
DAVID O. LEAVITT

Utah County Attorney

By: \_\_\_\_\_  
Deputy County Attorney

**RECIPIENT**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
City/Town Recorder

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

\_\_\_\_\_  
City/Town Attorney