

INTERLOCAL COOPERATION AGREEMENT
between
UTAH COUNTY AND THE TOWN OF SPRING LAKE
For
For a Municipal Services Grant and Road Maintenance

THIS AGREEMENT, made and entered into this ____ day of _____ 2026, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, ("County") and the Town of SPRING LAKE, a municipality and political subdivision of the State of Utah ("Town").

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Title 11, Chapter 13, permits local governmental units including cities, counties, towns, and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, The Parties are local governmental units under the Interlocal Cooperation Act; and

WHEREAS, Town is a newly incorporated town with an incorporation date of January 1, 2026; and

WHEREAS, County may, under Utah Code 10-2a-219, share with Town taxes levied and collected from the previously unincorporated area that is now within the newly incorporated area of Town in order to allow Town to provide services within the newly incorporated area of Town; and

WHEREAS, County is willing to appropriate funds and distribute to Town in the form of a grant for municipal services; and

WHEREAS, Town needs assistants with and County is willing to provide assistants with road maintenance, including road snow removal, throughout Town; and

WHEREAS, Town and County held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, Town and County hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between County and Town for the purpose of outlining the respective rights and responsibilities of Town and County in the transition of the newly incorporated municipality. Further, the County intends to share tax revenue with Town under Utah Code 10-2a-219.

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 Utah Code Section 11-13-207, the Utah County Administrator, 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 Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. EFFECTIVE DATE, DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the County and the Town. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in any event, this agreement shall terminate no later than December 31, 2027.

Section 4. NO SEPARATE LEGAL ENTITY.

The Parties do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 5. TERMS.

A. Municipal Services Grant: Under Utah Code 10-2a-219, and to assist Town in paying startup expenses and to pay for municipal services, County will provide Town with a Municipal Services Grant from taxes levied and collected from the previously unincorporated area that is now within the newly incorporated area of Town in the amount of \$ 83,320.00.

B. Road Maintenance: From January 1, 2026, through December 31, 2027, County will provide road maintenance to the roads within the Town of Spring Lake as identified in blue on the attached map.

1. The road maintenance will include snow removal, patching, maintenance of existing striping and road signage, and road-side mowing in the same manner and priority as the County historically performed for the identified roads. The agreed cost for this service is \$15,000 per year payable from Town to County on June 30 of 2026 and 2027.

2. Additional road maintenance, not identified above, such as but not limited to, road widening, additional road signage, overlays, etc. can be provided by County at Town's request and will be payable by Town at County's cost to provide additional road maintenance, including materials, equipment, and labor.

3. It is understood by the Parties that Town will either provide its own road maintenance or select another service provider to provide road maintenance after the term of this agreement.

B. Town's Obligation to Provide Services: Except as otherwise expressly stated herein, all expenses for the provision of municipal services of Town and all other financial obligations of Town shall be the sole responsibility of Town.

Section 6. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the County and the Town, and shall remain on file for public inspection during the term of this Agreement.

Section 7. 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, and (c) filed in the official records of each party.

Section 8. SEVERABILITY.

If any term or provision of this 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 9. 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 10. INDEMNIFICATION.

The Town shall indemnify and hold County harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Highway or any part thereof. The Town shall further indemnify and hold County harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Town's part to be performed under the terms of this Agreement, or arising from any act or negligence of Town, or any of Town's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Town and the 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. Town 's obligations under this provision shall survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2026 - ____, authorized and passed on the ____ day of ____ 2026.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy Utah County Clerk

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE LAW:
JEFFREY S. GRAY
Utah County Attorney

By: _____

Deputy Utah County Attorney

TOWN OF SPRING LAKE

Authorized by Resolution No. ____, authorized and passed on the ____ day of _____ 2026.

TOWN OF SPRING LAKE

Print name: _____
Its _____ (title)

ATTEST:
Print name: _____
Spring Lake Recorder

By: _____

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

Print name: _____
Attorney for Town

By: _____

RESOLUTION NO. 25-01

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND THE TOWN OF SPRING LAKE FOR A MUNICIPAL SERVICES GRANT AND ROAD MAINTENANCE

WHEREAS, the Town of Spring Lake is a newly incorporated municipality; and

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Title 11, Chapter 13, authorizes local governmental entities to enter into interlocal agreements for the efficient provision of services; and

WHEREAS, Utah County and the Town of Spring Lake are local governmental units authorized to enter into an interlocal cooperation agreement pursuant to state law; and

WHEREAS, Utah Code § 10-2a-219 authorizes a county to share taxes levied and collected from a previously unincorporated area with a newly incorporated municipality to assist with municipal services and startup costs; and

WHEREAS, Utah County has agreed to provide the Town of Spring Lake with a Municipal Services Grant in the amount of \$83,320.00 and to provide road maintenance services, including snow removal and routine maintenance, for certain roads within the Town through December 31, 2027; and

WHEREAS, the Town Council of the Town of Spring Lake has reviewed the proposed Interlocal Cooperation Agreement and finds that entering into the Agreement is in the best interest of the Town and its residents.

NOW THEREFORE, the Town Council of the Town of Spring Lake, Utah hereby ordains as follows:

1. – Approval of Agreement

The Interlocal Cooperation Agreement between Utah County and the Town of Spring Lake for a Municipal Services Grant and Road Maintenance is hereby approved.

2. – Authorization to Sign

The Mayor is hereby authorized and directed to execute the Interlocal Cooperation Agreement on behalf of the Town of Spring Lake, together with any non-substantive or administrative changes.

3. – Effective Date

This Resolution shall take effect immediately upon its adoption.

ADOPTED AND PASSED by the Town Council of the Town of Spring Lake, Utah, this __ of _____, 20__.

Signed: _____

Wade Menlove, Mayor

Attest: _____

Spencer Foster, Temporary Town Recorder

TOWN COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Wade Menlove	_____	_____	_____	_____
Sharon Bascom	_____	_____	_____	_____
David Charles	_____	_____	_____	_____
Robert Judd	_____	_____	_____	_____
Robert Marsh	_____	_____	_____	_____

RESOLUTION NO. 25-02

A RESOLUTION AUTHORIZING THE APPROVAL OF THE 2026 ANNUAL TOWN COUNCIL REGULAR MEETING SCHEDULE

WHEREAS, the Town Council of the Town of Spring Lake is required to establish and publicly notice its regular meeting schedule in accordance with the Utah Open and Public Meetings Act, Utah Code Title 52, Chapter 4; and

WHEREAS, the Utah Open and Public Meetings Act requires a public body to provide advance notice of its regular meeting schedule, including the dates, times, and locations of meetings; and

WHEREAS, Utah County and the Town of Spring Lake are local governmental units authorized to enter into an interlocal cooperation agreement pursuant to state law; and

WHEREAS, the Town Council desires to establish a regular meeting schedule for calendar year 2026 to ensure transparency, consistency, and public access to Town Council meetings; and

WHEREAS, the proposed 2026 Annual Town Council Regular Meeting Schedule provides that regular meetings will generally be held on the first and third Wednesdays of each month at 6:00 p.m., subject to holiday conflicts, cancellations, or rescheduling as properly noticed; and

WHEREAS, the Town Council has reviewed the proposed 2026 Annual Town Council Regular Meeting Schedule and finds it to be in the best interest of the Town and in compliance with applicable law.

NOW THEREFORE, the Town Council of the Town of Spring Lake, Utah hereby ordains as follows:

1. – Approval of Meeting Schedule

The 2026 Annual Town Council Regular Meeting Schedule, including the dates, times, and general meeting location as set forth in the attached schedule, is hereby approved.

2. – Posting and Notice

The Town Recorder is hereby directed to post the approved meeting schedule on the Utah Public Notice Website and the Town's official website, and to otherwise provide notice as required by the Utah Open and Public Meetings Act.

3. – Flexibility and Changes

The Town Council reserves the right to cancel, reschedule, or hold special meetings as necessary, provided such meetings are properly noticed in accordance with state law.

4. – Effective Date

This Resolution shall take effect immediately upon its adoption.

ADOPTED AND PASSED by the Town Council of the Town of Spring Lake, Utah, this __ of _____, 20__.

Signed: _____

Wade Menlove, Mayor

Attest: _____

Spencer Foster, Temporary Town Recorder

TOWN COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Wade Menlove	_____	_____	_____	_____
Sharon Bascom	_____	_____	_____	_____
David Charles	_____	_____	_____	_____
Robert Judd	_____	_____	_____	_____
Robert Marsh	_____	_____	_____	_____

TOWN OF SPRING LAKE TOWN COUNCIL

2026 ANNUAL NOTICE OF REGULAR MEETING SCHEDULE

Regular Town Council meetings are generally held on the First and Third Wednesdays of the month unless there is a conflict with a holiday or event. Meetings are being held at 6:00 p.m. at 3744 West 12240 South, Spring Lake, Utah 84651. The meeting location will change, and notice will be provided to the public when a more permanent meeting location is determined. A meeting may be cancelled or re-scheduled, and Special Meetings may be scheduled as publicly noticed. Please refer to the agenda and meeting packet material publicly noticed on the Utah Public Notice Website <https://www.utah.gov/pmn/> or the Town Website <https://springlakeutah.gov/>

Regular meetings will be held as follows:

January

Wednesday, January 7, 2026
Wednesday, January 21, 2026

February

Wednesday, February 4, 2026
Wednesday, February 18, 2026

March

Wednesday, March 4, 2026
Wednesday, March 18, 2026

April

Wednesday, April 1, 2026
Wednesday, April 15, 2026

May

Wednesday, May 6, 2026
Wednesday, May 20, 2026

June

Wednesday, June 3, 2026
Wednesday, June 17, 2026

July

Wednesday, July 1, 2026
Wednesday, July 15, 2026

August

Wednesday, August 5, 2026
Wednesday, August 19, 2026

September

Wednesday, September 2, 2026
Wednesday, September 16, 2026

October

Wednesday, October 7, 2026
Wednesday, October 21, 2026

November

Wednesday, November 4, 2026
Wednesday, November 18, 2026

December

Wednesday, December 2, 2026
Wednesday, December 16, 2026

Town Recorder

Approved by the Town Council on December 23, 2025

ORDINANCE NO. 25-02

AN ORDINANCE OF THE TOWN OF SPRING LAKE, UTAH, ADOPTING RULES GOVERNING ELECTRONIC MEETINGS PURSUANT TO UTAH CODE §52-4-207

WHEREAS, the Utah Open and Public Meetings Act, Utah Code Title 52, Chapter 4, requires that meetings of public bodies be conducted openly and with reasonable public access to deliberations and actions of the Town Council and other Town public bodies; and

WHEREAS, Utah Code § 52-4-207 authorizes a public body to hold an electronic meeting and to count members participating electronically toward a quorum, provided that the public body has first adopted an ordinance, resolution, or rule governing the use of electronic meetings; and

WHEREAS, as a newly incorporated Town with limited staff, facilities, and resources, the Town desires to provide flexibility for elected and appointed officials to participate in meetings when in-person attendance is impractical, while ensuring transparency, public access, and compliance with state law; and

WHEREAS, the Town Council finds that adopting clear rules governing electronic meetings will promote efficient governance, continuity of operations, and meaningful public participation while maintaining full compliance with the Utah Open and Public Meetings Act;

NOW THEREFORE, the Town Council of the Town of Spring Lake, Utah hereby ordains as follows:

SECTION I – PURPOSE

The Town adopts this ordinance to authorize and govern electronic meetings for the Town Council and other Town public bodies, consistent with the Utah Open and Public Meetings Act (“OPMA”). This ordinance is intended to ensure public transparency and meaningful public access when one or more members attend remotely.

SECTION II – AUTHORITY

This ordinance is adopted under Utah Code § 52-4-207, which requires a public body to adopt a resolution, rule, or ordinance governing electronic meetings before holding them.

SECTION III – APPLICABILITY

This ordinance applies to:

- The Town Council; and
- Any other Town “public body” (e.g., Planning Commission, Boards/Committees) as defined by OPMA.

SECTION IV – DEFINITIONS

For purposes of this ordinance, the following terms have the meanings set forth in OPMA or as used below:

1. **Anchor Location** – the physical location from which the electronic meeting originates or where the public may attend and monitor the meeting.
2. **Electronic Meeting** – a meeting where some or all members attend via electronic video, audio, or both.
3. **Remote Member** – a member participating electronically rather than physically at the anchor location.
4. **Monitor/Participate** – the ability of the public to hear/see the public statements and (when applicable) provide comment.

SECTION V – ELECTRONIC MEETINGS AUTHORIZED

Any Town public body may convene and conduct an electronic meeting only if:

1. The public body complies with OPMA notice and access requirements; and
2. The meeting is conducted in compliance with this ordinance.

Quorum/Counting Remote Members. A remote member may be included in calculating a quorum only under the conditions stated in this ordinance (as required by Utah Code § 52-4-207).

SECTION VI – WHEN ELECTRONIC PARTICIPATION IS ALLOWED

The presiding officer (or majority of the public body) may permit one or more members to participate remotely when it supports continuity of operations and member participation (travel, illness, emergencies, scheduling, etc.). The Town may limit electronic meetings based on budget, logistical capacity, or public policy considerations.

SECTION VII – ANCHOR LOCATION AND PUBLIC ACCESS

1. **Anchor Location Required.** Unless otherwise permitted by OPMA (e.g., emergencies as allowed by law), the Town shall provide an anchor location where the public may attend and monitor the open portions of the meeting.
2. **Default Anchor Location.** The default anchor location for Town public body meetings is: 3744 West 12240 South, Spring Lake, Utah 84651.
3. **Additional/Alternate Anchor Location.** If the anchor location changes, the Town shall state the address in the meeting notice.

SECTION VIII – NOTICE REQUIREMENTS FOR ELECTRONIC MEETINGS

For any electronic meeting, the Town shall:

1. Provide public notice as required by OPMA; and
2. Include in the public notice clear instructions on how the public may attend/monitor the meeting electronically (link, phone number, meeting ID, etc.); and
3. Provide public body members, at least 24 hours before the meeting (unless an emergency meeting), information needed to connect.

SECTION IX – CONDUCT OF THE MEETING

Same rules as in-person. Meeting procedures and decorum rules apply equally to electronic meetings.

Roll call and votes. If one or more members are remote:

1. The chair should conduct roll call for attendance and for motions/votes when needed to ensure clarity;
2. Votes should be taken in a manner that clearly records each member's vote (roll call is recommended by the Town when remote participation occurs)

Public hearings. If the meeting includes a public hearing, the Town will provide a reasonable opportunity for public comment consistent with OPMA and Town procedures (in-person at the anchor location and/or electronically).

SECTION X – MINUTES AND RECORDINGS

Minutes shall be kept in accordance with OPMA. Minutes shall note any member who participated remotely and the means of participation.

SECTION XI – TECHNICAL DIFFICULTIES AND LOSS OF QUORUM

If technical difficulties prevent the public body from maintaining real-time communication with a remote member, the chair may:

1. Pause briefly to attempt reconnection; or
2. Proceed only if a quorum remains present under this ordinance and OPMA; or
3. Continue the matter or adjourn and reschedule if a quorum cannot be maintained.

SECTION XII – CLOSED MEETINGS

If the public body enters a closed meeting, the Town will follow OPMA closed meeting procedures, and the electronic connection (if used) must be managed to preserve confidentiality and comply with OPMA requirements.

SECTION XIII – SEVERABILITY

If any provision of this ordinance is held invalid, the remainder shall remain in effect.

SECTION XIV – EFFECTIVE DATE

This ordinance is effective upon passage and publication/posting as required by law.

ADOPTED AND PASSED by the Town Council of the Town of Spring Lake, Utah, this __ of _____, 20__.

Signed: _____

Wade Menlove, Mayor

Attest: _____

Spencer Foster, Temporary Town Recorder

TOWN COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Wade Menlove	_____	_____	_____	_____
Sharon Bascom	_____	_____	_____	_____
David Charles	_____	_____	_____	_____
Robert Judd	_____	_____	_____	_____
Robert Marsh	_____	_____	_____	_____