



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
JANUARY 07, 2020 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.

5:30 p.m.

CEREMONIAL

OATH OF OFFICE - New Council Members; Matt Packard, Liz Crandall and Patrick Monney.

CALL TO ORDER- 6:00 P.M.

COUNCIL BUSINESS

1. Calendar

- Jan 14 - Work/Study Meeting 5:30 p.m.
- Jan 20 - Martin Luther King Day Observed (Monday - City Offices Closed)
- Jan 21 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Jan 28 - Budget Meeting 3:00 p.m. - 9:00 p.m.
- Jan 29 - ULCT 2020 Local Officials Day at the Legislature

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

- a) Invocation - Councilmember Jensen
- b) Pledge of Allegiance - Councilmember Snelson
- c) Consent Agenda
 - 1. Approval of minutes for the December 10, 2019 Regular Meeting.
 - 2. Approval Approval of an Off-Premise Beer Retailer License to Extra Mile #194/Jacksons Food Stores Inc., 1456 N. Main Street, Springville, Utah - Heidi Westerman, Business Licensing
 - 3. Approval of Surplus Property - Jason Riding, Streets Department Superintendent
 - 4. Approval of a Resolution regarding an Interlocal Cooperation Agreement with Utah County for funding a portion of the 1200 West corridor - Brad Stapley, Public Works Director

3. DISCUSSIONS/PRESENTATIONS

- a) Discussion regarding Banjo Surveillance Resource Services - John Penrod, Assistant City Administrator/City Attorney
- b) Discussion regarding a Tax Increment Financing Policy - Troy Fitzgerald, City Administrator
- c) Open and Public Meetings Training - John Penrod, Assistant City Administrator/City Attorney

4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 01/03/2020

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



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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REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
JANUARY 07, 2020 AT 7:00 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663

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 December 10, 2019 Regular Meeting.
2. Approval of an Off-Premise Beer Retailer License to Extra Mile #194/Jacksons Food Stores Inc., 1456 N. Main Street, Springville, Utah - Heidi Westerman, Business Licensing
3. Approval of Surplus Property - Jason Riding, Streets Department Superintendent
4. Approval of a Resolution regarding an Interlocal Cooperation Agreement with Utah County for funding a portion of the 1200 West corridor - Brad Stapley, Public Works Director

REGULAR AGENDA

5. Consideration of an Ordinance establishing Title 9 Chapter 2, Section 111 of the Springville City Municipal Code, Administrative Civil Infractions - Craig Martinez, Public Safety Director
6. Consideration of a Resolution establishing Administrative Civil Infraction Fees and amending the Springville City Comprehensive Fee Schedule - Craig Martinez, Public Safety Director
7. Consideration of a Resolution and approval of the Utah County OICI Agreement between Springville City and Utah County - Craig Martinez, Public Safety Director

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

8. *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
Springville City Council Work/Study Meeting - DECEMBER 10, 2019

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY,
DECEMBER 10, 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 Craig Jensen, Councilmember Brett Nelson, Councilmember Michael Snelson, City
Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, 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, Building and Grounds Director Bradley Neel, Community Development Director Josh Yost,
Operations Manager Rod Oldroyd, Recreation Director Corey Merideth, and Library Director Dan
Mickelson. Excused from the meeting, Councilmember Christopher Creer and Councilmember Jason
Miller.

CALL TO ORDER

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

COUNCIL BUSINESS

Calendar

- Dec 12 - City Employee Christmas Lunch 11:30 a.m.
- Dec 17 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Dec 25 - Christmas Holiday Observed (City Offices Closed Wednesday)
- Jan 07 - Newly Elected Council Members Swearing in Ceremony 5:30 p.m.
- Jan 07 - Work/Study Meeting 6:00 p.m., Regular Meeting 7:00 p.m.

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

APPROVAL OF THE MEETING'S AGENDA

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

MAYORS COMMENTS

Mayor Child explained that anyone wishing to sign up to speak to the Council can do so by
completing the Public Comment form located outside the Council Chambers at the front desk.

PUBLIC COMMENT

Mayor Child asked if there was anyone requesting to speak.

Ashton Kelly, a Merit Academy student, would like to establish a school zone and sidewalks
around his school. He stated there were no sidewalks around his school Merit Academy and it creates a
safety problem for those walking. Also, there are no school crossing signs in the area.

Penrod reported because it is a high school there is not a requirement for a school zone. He will
look into the age requirement. Chief Martinez stated it was limited to public schools.

Mayor Child requested staff look into the requirements.

44
46 **CONSENT AGENDA**

- 48 1. Discussion of minutes for the October 08, November 12 and 19, 2019 Work Study meetings and for
the November 19, 2019 Regular meeting.
50 2. Approval of the Mayors re-appointment of Lisa Willey to the Springville Library Board - Dan Mickelson
3. Approval of a Resolution Supporting a Pediatric Trauma Care Unit in Utah County - Mayor Richard J.
Child

52 COUNCILMEMBER JENSEN MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN
AND **RESOLUTION #2019-41**.

54 COUNCILMEMBER NELSON SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

56 COUNCILMEMBER CREER	ABSENT
COUNCILMEMBER JENSEN	AYE
58 COUNCILMEMBER MILLER	ABSENT
COUNCILMEMBER NELSON	AYE
60 COUNCILMEMBER SNELSON	AYE

RESOLUTION #2019-41 APPROVED

62
64 Mayor Child excused himself from the meeting due to owning property in the area and a possible
conflict of interest for items #4 and #5 on the agenda. Mayor Child left the meeting at 5:56 p.m.

66 COUNCILMEMBER JENSEN MOVED TO APPOINT COUNCILMEMBER SNELSON AS MAYOR
PRO TEM TO PERFORM, DURING THE MAYOR'S ABSENCE, THE DUTIES AND FUNCTIONS OF
68 MAYOR. COUNCILMEMBER NELSON SECONDED THE MOTION, AND ALL PRESENT VOTED AYE

70 **REGULAR AGENDA**

- 72 4. Consideration of an Ordinance amending Title 11, Chapter 5 of the Springville City Code, adopting
regulations for a Materials, Processing and Storage Overlay District - Josh Yost, Community
Development Director

74 City Attorney Penrod gave a background regarding materials processing in the area of Highway
51. The City was approached in May by some of the property owners regarding materials processing and
76 asked if they could work on an Ordinance to where their business was in-line with City regulations. Penrod
explained the City owns property in the area as well and is also working to become compliant. Materials
78 processing and storage operations are currently being conducted within the LIM Zone along SR 51. After
being approached by the property owners, the City Council agreed to look at what could be done
80 regarding materials processing and storage while minimizing adverse effects.

Penrod explained it was not to rezone any property it was setup as an overlay for certain LIM
82 Zones. Individual property owners would need to apply for a rezone. He reviewed the overlay would be
East of 900 West, south of 1600 South and West of Highway 51 and only allowed on lots with frontage.
84 Questions have been asked why not the entire LIM zone in the city, he explained there needs to be an
arterial road and the use is only allowed in the overlay area. Penrod reviewed the allowable uses in the
86 overlay. Staff recommended the overlay as it was the least intrusive and allows some properties to have
the uses.

88 In the Planning Commission meeting concerns of noise, emissions, hours of operation and lighting
on the property were discussed. They voted 4 to 0 recommending the overlay, two commissioners were
90 absent and one abstained due to having a similar business. Penrod reported there were a number of
individuals who spoke during the public hearing. Penrod reviewed the concerns of the Planning

Commission and reviewed the requirements of the ordinance. He explained the City has the authority to license and regulate businesses. The regulations and land use will be included in the ordinance and business license regulations.

After reviewing the area staff recommended coming up with a plan for the roadway, one that is more aesthetically pleasing for the southern entrance into the city.

Councilmember Snelson inquired about the state right of way along Highway 51 not currently paved. Penrod explained the requirements and it would be necessary to work with UDOT (Utah Department of Transportation) on the planning.

Mayor Pro Tem Snelson conferred with the Council about opening up the meeting for public comment, allowing for a representative from each side to speak. He stated, he did some research on materials processing and in terms of environmental impact, it is better to recycle concrete and asphalt. He visited the area of Western Paving to see what kind of impact they were having. He watched the crusher and had a conversation while standing next to the crusher, expressing there was not a lot of noise from the machine, and the dust was being contained by water. He explained each council member received a letter from Mr. Parker who owns property to the south.

Mayor Pro Tem Snelson opened up the meeting for comment and stated it was not a public hearing.

Phil Hansen a citizen of Springville reported he has owned his business for 48 years in the City and is located south of the property in question. He was concerned about the operation causing a decline in value of businesses and residential homes in area. He asked if there would be influence on property owners to seek special zoning districts. He commented SR-51 is heavily traveled, and was concerned with large trucks coming and going from the site, with no turn lanes on the highway. He was concerned it would it would create another traffic slow down, with dust and particles coming from trucks leaving the site, or possible noise and health concerns? He expressed a concern about the south gateway and development coming on the City's doorstep, will the operation be inviting to those coming to our city.

Brent Sumsion and Dan Sumsion, Western Paving addressed the council. Brent stated the company is a specialized contractor doing manhole adjustments and generates a fair amount of concrete, and specialized concrete for highway construction. The concrete being crushed was generated and used then recycled and reused for his business. He expressed the importance of recycling to keep it out of the landfills.

Councilmember Snelson asked how often they crush the product. Dan Sumsion commented he purchased the property 11-12 years ago, and it is done sporadically when they have material to crush. They have not had any complaints, and once they were informed by the City, they have been working to get in compliance. The EPA visited the site and was happy with the operation.

Councilmember Nelson asked if the product was stored until they were able to crush. Dan replied yes. Councilmember Nelson commented if it was allowed and there was an application received, he would hope they would be a good cooperate citizen.

Councilmember Jensen remarked the Company brought this about because they are wanting to make it right and work with the City. The City will need to get with the State regarding SR-51 to encourage better conditions and safety.

Councilmember Snelson asked Director Yost about the entrance to the property and the requirements. Yost replied in order to operate under the overlay they will need to comply with the ordinance requirements. Community Development staff proposed the overlay as a way to best mitigate problems, while allowing the use. As the area continues to evolve the uses will most likely not be permanent with development coming and is an appropriate movement forward.

Councilmember Snelson asked if there was an active way to enforce compliance. Penrod explained the business license requirement allows for revocation or criminal fines if not in compliance.

Mr. Tim Parker and audience members asked about making public comment. Councilmember Snelson explained it was not a public hearing and comment was allowed from both sides and the council received a letter from Mr. Parker.

Penrod explained the requirement for Public Hearings and Public Comment. He explained the differences for the requirement of public hearings by the Planning Commission versus the City Council.

Mayor Pro Tem Snelson allowed further public comment.

Tim Parker resident; read from the letter he gave each Councilmember. He expressed he has lived in the City for 33 years.

April Pimentel resident; asked for clarification. She stated at the last meeting, there were only two council members, and was told to come back. She asked about public comment and a public hearing. Penrod explained the public hearing was held by the Planning Commission. The Council meeting was cancelled due to lack of a quorum and items were moved to another date, the Council meeting was a public meeting and not a hearing. April asked if passed, would it be allowed to grow and become more of a nuisance.

Mayor Pro Tem Snelson commented it was a valid concern, based on the regulations and land use, he asked if it would allow for an increased use.

Penrod replied currently there is sporadic use, once passed it could increase. There will be regulations in place.

Yost commented the overlay zone does not entitle a property owner to begin the use, when someone new wants to operate the City Council has the option to say no.

Mont Jensen owns property south of Western Paving. He has gone through the Planning Commission and has his set-backs. This will allow others to adhere to the City Code.

COUNCILMEMBER NELSON MOVED TO APPROVE **ORDINANCE #26-2019** AMENDING SPRINGVILLE CITY CODE, ADOPTING ARTICLE 7 OF TITLE 11, CHAPTER 5 MATERIALS, PROCESSING AND STORAGE OVERLAY ZONE REGULATIONS.

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

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

ORDINANCE #26-2019 APPROVED

5. Consideration of an Ordinance adopting Title 7 Chapter 9 of the Springville City Code establishing Materials Processing and Storage Business Licensing Regulations - Josh Yost, Community Development Director

Director Yost explained several months ago, the City Council directed staff to bring back an ordinance to allow for materials processing and storage along SR 51. Staff prepared two ordinances to address the issue. One of the ordinances falls under the City's land use regulations and establishes a materials processing and storage overlay zone. The other ordinance establishes business license regulations for materials processing and storage operations.

COUNCILMEMBER JENSEN MOVED TO APPROVE **ORDINANCE #27-2019** ADOPTING MATERIALS PROCESSING AND STORAGE BUSINESS LICENSING REGULATIONS.

COUNCILMEMBER NELSON SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

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

ORDINANCE #27-2019 APPROVED

Mayor Child arrived at 6:46 p.m.

DISCUSSIONS/PRESENTATIONS

6. Park Reservation Cancellation fees - Bradley Neel, Building and Grounds Director

Director Neel provided information on reservation cancellations and the reservation system. He explained last year over \$19,000 in revenue was lost due to cancellations. He reviewed the proposed changes.

Councilmember Nelson questioned the time frame for refunding and asked if the time limitation should be adjusted.

Council expressed they would like to see one more tier on cancellation fees.

Neel explained reservations open in January, many dates are reserved by one group so they can get numerous spots and then cancel months later. Staff would also like to increase the use of online reservations to allow for more customer service.

Councilmember Snelson expressed he would like for people to be able call in and limit those so not to be overwhelmed. Neel explained phone calls will be taken, they are encouraging reservations online.

Councilmember Jensen left the meeting at 6:58 p.m.

7. Easement regarding the Bowman Property - John Penrod, Assistant City Administrator/City Attorney

Attorney Penrod asked to continue item #7 to the December 17, 2019 Council meeting.

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

Mayor Child asked for any other comments. There was none

8. CLOSED SESSION

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There was none.

ADJOURNMENT

COUNCIL ADJOURNED BY CONSENSOUS AT 6:59 P.M.

This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, December 10, 2019.

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, December 10, 2019.

Kim Crane, CMC
City Recorder



STAFF REPORT

DATE: January 7, 2020
TO: Honorable Mayor and City Council
FROM: Heidi Westerman, Business Licensing
SUBJECT: OFF-PREMISES BEER RETAILER LICENSE FOR EXTRA MILE #194/JACKSONS FOOD STORES, INC.

RECOMMENDED MOTION

Motion to APPROVE THE ISSUANCE OF AN OFF-PREMISES BEER RETAILER LICENSE TO **EXTRA MILE #194/JACKSONS FOOD STORES, INC.**
Located at 1456 N. MAIN STREET, SPRINGVILLE, UTAH.

SUMMARY OF ISSUES/FOCUS OF ACTION

Springville City Municipal Code requires any person engaging in the business of beer retailer, in bottles, original containers, or draft, within the limits of the City to first procure a license from the City as provided in Title 7, Chapter 3.

- No license may be granted to sell beer in any dance hall, theater, or in the proximity of any church or school.
- The license shall at all times be conspicuously displayed on the premises.
- All licensees shall comply with the Utah Alcoholic Beverage Control Act and the regulations of the Utah Alcoholic Beverage Control Commission.
- All licensed premises shall be subject to inspection by any officer, agent, or peace officer of the City, the State Liquor Control Commission, or the Utah County Health Department; and every licensee shall at the request of the Utah County Board of Health furnish to it samples of beer which the licensee shall have for sale.
- A person under the age of twenty-one (21) may not sell beer on the premises of a beer retailer for off-premise consumption.
- It shall be unlawful to sell beer to any person under the age of twenty-one (21) years, or to any person who is intoxicated or under the influence of an intoxicating beverage.
- It shall be unlawful to advertise the sale of beer, except under such regulations as are made by the Alcoholic Beverage Control Commission.
- Licensed premises shall be kept brightly illuminated at all times while occupied for business, and no booth, blind or stall shall be maintained unless all tables, chairs, and occupants, if any therein, are kept open to the full view from the main floor at the entrance of such licensed premises.
- No licensee shall violate the terms of the license issued; nor, unless he shall be so licensed, shall he sell beer in the original containers, or draft beer for consumption on the premises, or permit any beer to be consumed on the premises.
- It shall be unlawful for an outlet, off-premise beer retailer, on-premise beer retailer or any of these licensee's employees to sell, dispose of, deliver or give beer to any person outside of the hours of 7:00 a.m. to 12:59 a.m.

- It shall be unlawful for any person to sell beer through a “drive-up” window, meaning that beer cannot be sold or dispensed to any person sitting in a motor vehicle or on a motorcycle.
- If a beer retailer sells alcoholic beverages for off-premise consumption, the beer retailer shall not place any alcoholic beverage for sale or storage within fifteen (15) feet of any and all of the business’s customer entrances.
- A licensee involved in the transaction of retail beer sales for off-premise consumption shall require any and all employees who directly supervise the sale of beer to a customer for consumption off the premises, or who sells beer to a customer for consumption off the premises, to obtain a Certificate of Completion from a statewide alcohol training and education seminar as required by Utah State Code Section 32B-1-7-703 and 62A-15-4-401.
- All employees of a Licensee involved in the transaction of retail beer sales will be required to possess and wear a unique identification badge while on duty. This badge shall be worn on the front of the employee’s clothing, visible above the waist, bearing the first or last name, initials, or unique identification letters or numbers that are sufficiently large to be clearly visible and identifiable.
- The Licensee is required to inform the City of any employee possessing a valid certificate whose employment is terminated for conduct that would be punishable under the statutes or ordinances regulating alcoholic beverages.
- Licensees shall maintain a record of badges assigned and the record must be available for immediate inspection. The record must include the employee’s full name, address, and driver license number or similar identification number.
- Licensees shall permit law enforcement officers and Utah County Health Department employees to conduct random compliance checks on licensee’s premises.

DISCUSSION

The Code requires the applicant to meet several requirements before a license is issued.

1. Any applicant, partner, managing agent, officer or director who holds at least 20-percent stock of the applicant corporation will not be allowed to sell beer at retail unless he shall be of good moral character, over the age of 21, and a citizen of the United States
2. A license shall not be issued to anyone who has been convicted of any felony, or any violation of a federal, state or city law concerning the sale, manufacture, distribution, warehousing, adulteration, or transportation of alcoholic beverages.
3. A license shall not be issued to anyone who has been convicted of a violation relating to alcoholic beverages, or of drunken driving, or of keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude.
4. The total number of off-premise beer retailer licenses issued within the City shall not exceed that number determined by dividing the population of the City by one thousand (1,000).
5. No off-premise beer retailer license shall be granted to any person to sell beer within 180 feet of a community location, and it shall be unlawful for any person to sell beer within 180 feet of a community location. The distance shall be measured in a straight line from the nearest entrance of the building where the beer is or will be sold to the nearest property boundary of the public or private school, church, public library, public playground, or park.

Extra Mile #194/Jacksons Food Stores, Inc. is in good standing with the Division of Corporations and Commercial Code. The Registered Principles of this business are John D. Jackson, President; Cory Jackson, Secretary; Jason Manning, Treasurer.



This is an existing convenience store currently selling beer in Springville City. The current business is Storrs Investments, LLC. The business is being sold to Extra Mile #194/Jacksons Food Stores, INC. in January 2020. There are no schools, churches, public libraries, public playgrounds, or parks in the vicinity.

FISCAL IMPACT

The business license fee for the year has been paid by Jacksons Food Stores, Inc. The beer license fee (\$600.00) and application fee (\$100.00) have been collected. Expenses anticipated by the City are costs for the enforcement of the beer licensing provisions by the police department and code enforcement officer.

Heidi Westerman
Business Licensing

Attachments

CC: Kim Crane, City Recorder



UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
OFF-PREMISE BEER RETAILER LICENSE

LOCAL CONSENT

Date: 10/19/2019

Utah Department of Alcoholic Beverage Control
Licensing & Compliance Section
1625 S 900 W
PO Box 30408
Salt Lake City, Utah 84130-0408

Springville (City) (Town) (County) grants its consent to
the issuance of a state off-premise beer retailer license for Em #194,
(DBA)
owned by Jacksons Food Store

and located at 1454 n main Street, Springville pursuant to the
provisions of 32 B-7, Utah Code, for the purpose of the storage and sale of beer off-premises.

Applicant has met all local ordinances relating to issuance of local business license(s).

Name/title

Authorized signature



BUSINESS LICENSING
110 SOUTH MAIN STREET
SPRINGVILLE, UT 84663
OFFICE 801.491.7811
www.springville.org

Take over 1-21-20

BEER (ALCOHOL) LICENSE APPLICATION

Name of Business Extra Mile #194		Phone # 801-491-9711	DBA #	City License #
Business Address Street: 1456 N. Main St Springville, UT 84663		Springville, Utah 84663		
Fed ID # 82-0364157		State Tax # 12298248-002-5TC		
APPLICANT				
Name: Julie Hardy		Address:		
Birthdate:		Social Security #:		Drivers Lic #:
Have you ever been convicted of a felony? ☐ Yes ☒ No In the last twenty-four months have you been arrested for any alcohol related offense? ☐ Yes ☒ No If yes, to any of these questions, attach an extra page listing date, location, and circumstances surrounding the offense				
IF A PARTNERSHIP OR CORPORATION, LIST THE FOLLOWING INFORMATION ON ALL CONTROLLING* PARTNERS/OFFICERS/DIRECTORS				
see attachment				
Name: John Jackson		Address:		
Birthdate:		Social Security #:		Drivers Lic #:
Have you ever been convicted of a felony? ☐ Yes ☒ No In the last twenty-four months have you been arrested for an alcohol related offense? ☐ Yes ☒ No If yes, to any of these questions, attach an extra page listing date, location, and circumstances surrounding the offense				
Name: Jeff Jackson		Address:		
Birthdate:		Social Security #:		Drivers Lic #:
Have you ever been convicted of a felony? ☐ Yes ☒ No In the last twenty-four months have you been arrested for an alcohol related offense? ☐ Yes ☒ No If yes, to any of these questions, attach an extra page listing date, location, and circumstances surrounding the offense				
Name: Jason Manning		Address:		
Birthdate:		Social Security #:		Drivers Lic #:
Have you ever been convicted of a felony? ☐ Yes ☒ No In the last twenty-four months have you been arrested for an alcohol related offense? ☐ Yes ☒ No If yes, to any of these questions, attach an extra page listing date, location, and circumstances surrounding the offense				
Controlling = if partnership, all partners must be listed; if a corporation, managing agents, officers or directors holding at least 20-percent of the issued and outstanding stock of the applicant corporation (additional pages may be attached)				
*LICENSE CLASSIFICATIONS				
• Class A Beer License: License to sell beer on the licensed premises in original containers for off-premise consumption. • Class B Beer License: License to sell beer on the licensed premises in original containers for on-premise consumption. • Class C Beer License: License to sell beer on the licensed premises in containers or on draft for on or off premise consumption.				

COMPLETE THE FOLLOWING TO INDICATE THE ENTIRE NATURE OF YOUR BUSINESS

Type of Business? ☐ Tavern ☐ Grocery Store ☒ Convenience Store ☐ Other, list type _____

I understand all persons selling alcoholic beverages must be 21 years old or older CJ (initial)

Is this business open to the public? ☒ Yes ☐ No Members Only? ☐ Yes ☒ No

How long have you been the owner of this business at this location? new location for Jacksons

Do you understand that gambling and/or dancing are not permitted if you are issued this license? ☒ Yes ☐ No

I understand that all employees who sell beer or directly supervise the sale of beer must complete the statewide alcohol training and education seminar required by Utah Code Sections 32A-10-103 and 62A-15-401 and be certified within 30 days of the date they are hired. CJ (initial)

I understand that I must abide by all the laws and regulations of the Utah Beverage Control Act and Springville City Ordinance, Title 7, Section 3, Beer Sales. _____ (Initial)

I swear under oath that all facts in this report are true and that I give consent for a background check.

X [Signature]
Signature of Applicant

10-23-19
Date

Beer licenses expire on December 31 of each year. Renewal Form and Fee are due on or before December 31. Failure to meet the renewal requirements shall result in automatic forfeiture of the license, effective on the date the existing license expires. Springville City Code §7-3-7(2)

FEES:

\$100.00 Application Fee

\$600.00 License Fee (Class A)

\$300.00 License Fee (Class B & C)

Total Fees Due \$ 700.00

FOR OFFICIAL USE ONLY

CITY COUNCIL: Approval Date: _____ Denial Date: _____ Notes: _____

RECOMMENDATION AND FINDINGS OF POLICE CHIEF:

General reputation and character of persons habitually frequenting this establishment good

Nature and kind of business conducted at this establishment by applicant or any other person Service/ Gas Station

Alcohol served or drunk at this establishment Yes

Nature and kind of entertainment, if any N/A

Gambling or dancing permitted by applicant upon premises No

Proximity to any church _____; school _____; public library _____; public playground _____; or park _____

Recommendation of Police Department: (☒) Approval () Approval with Conditions () Denial

Comments: _____

X [Signature]
Police Chief Approval

Date 12-9-19



STAFF REPORT

DATE: December 10, 2019
TO: Honorable Mayor and City Council
FROM: Jason Riding, Streets Department Superintendent
SUBJECT: APPROVAL OF SURPLUS VEHICLE

RECOMMENDED MOTION

Motion declaring the Vehicle listed on the attached Surplus Property Form to be surplus property and authorize its surplus sale, according to the Springville City Surplus Property Policy.

SUMMARY OF ISSUES/FOCUS OF ACTION

From time to time as vehicles, equipment and other material property of the city reach the end of their useful lives. The vehicle is removed from service and disposed of according to the Surplus Property Policy. The Surplus Policy requires City Council approval for items with an estimated salvage value over \$5,000.

BACKGROUND

The item in the attached Surplus Property Form, a 2010 American-Lafrance Garbage truck has been replaced as part of the vehicle replacement process after meeting its useful service life.

DISCUSSION

The Truck had been evaluated by the Central Shop for replacement and recommended by the Vehicle Committee for replacement according to replacement policies and according to city surplus procedures, and as approved in the budget. The vehicle has been removed from service and at this time is ready to be disposed of through a public auction site.

ALTERNATIVES

There are none that meet the replacement and surplus policies.

FISCAL IMPACT

Proceeds from the trade in of the surplus equipment will be credited to the Solid Waste Department's Vehicle and Equipment Reserve Fund

Attachments: Surplus Property Form with vehicle picture





STAFF REPORT

DATE: December 10, 2019

TO: Honorable Mayor and City Council

FROM: Bradley D. Stapley, P.E., Director of Public Works

SUBJECT: INTER-LOCAL COOPERATION AGREEMENT - 1200 WEST FUNDING

RECOMMENDED MOTION

Motion to execute an Inter-Local Agreement between Utah County and Springville City outlining the respective rights and responsibilities for funding reimbursement to Mountainland Association of Governments (MAG) through Utah County for property acquisition as part of the 1200 West corridor near Center Street.

SUMMARY OF ISSUES/FOCUS OF ACTION

Springville City is in the process of acquiring a 5.86 acre parcel just north of Center Street for the purpose of constructing a Major Arterial Roadway with Trail (1200 West). MAG Corridor Preservation funds are immediately available for the purchase of said property.

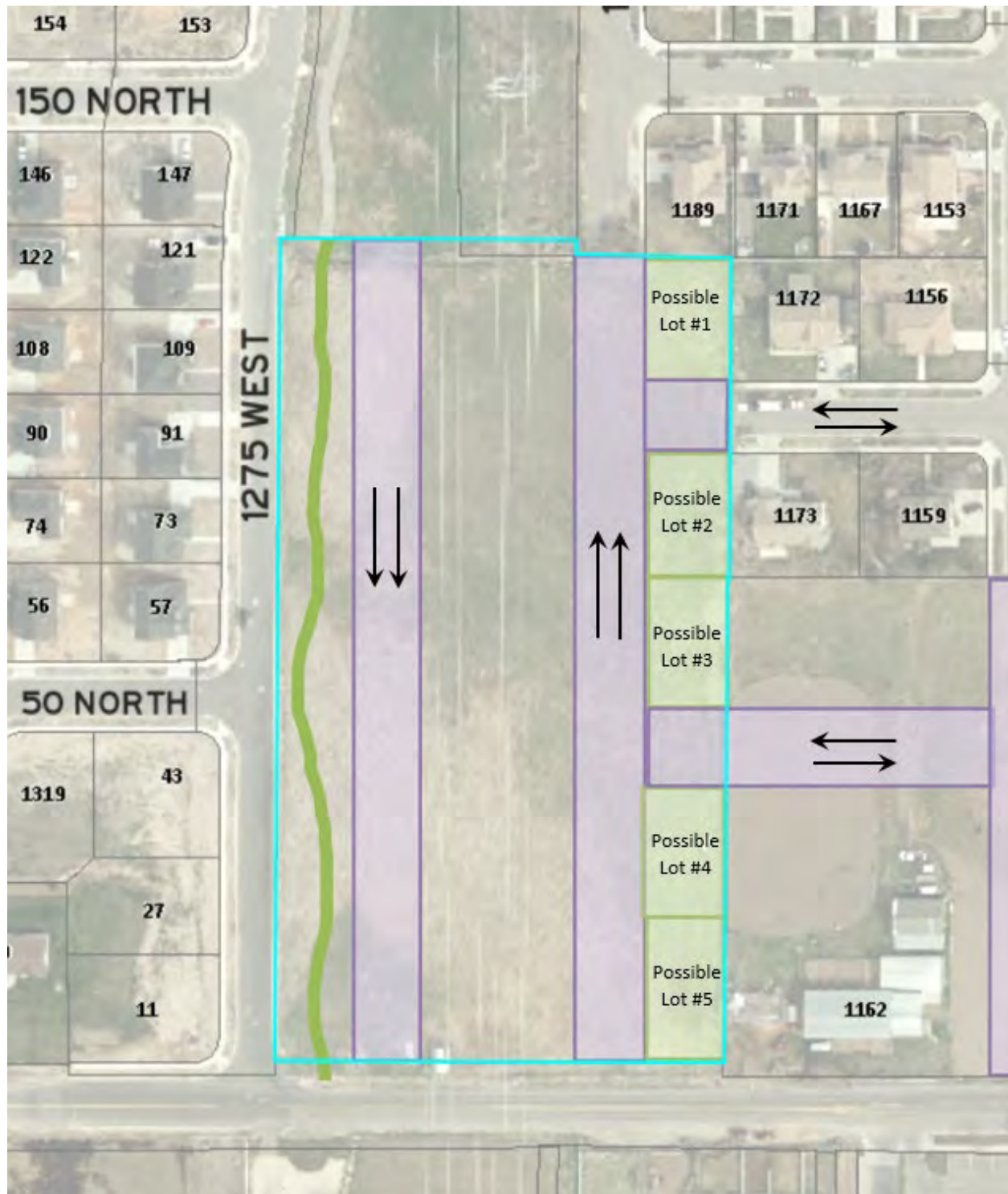
The agreement before the City Council will allow the immediate funding of this property purchase using MAG Corridor Preservation funds, with Utah County reimbursing MAG a portion of the total property cost in January 2021 when County funds become available.

These 2021 County funds have been authorized to construct the initial 1200 West 2-lane pilot roadway as part of the MAG Transportation Improvement Program (TIP).

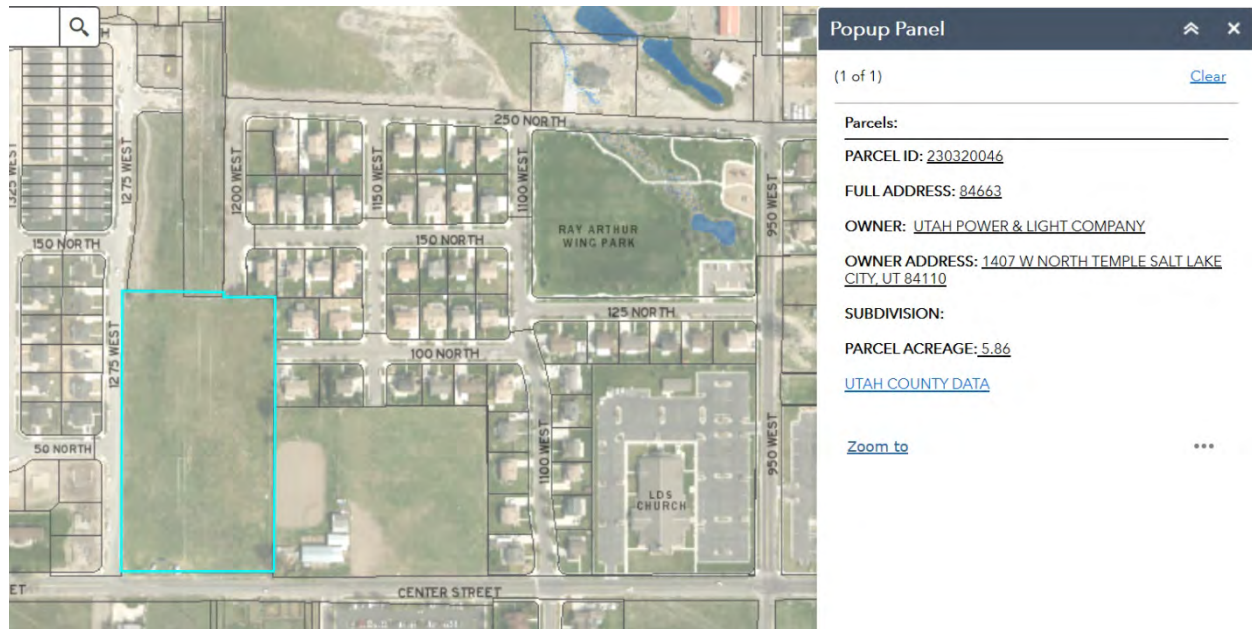
BACKGROUND

Springville City Public Works has received approval from MAG for the construction of a two-lane pilot roadway project known as 1200 West - Segment #3 (**1200 West Project**) which consists of a two-lane pilot roadway (initially accommodating north-south traffic) on 1200 West from 400 South to 550 North in Springville, Utah.

The initial pilot roadway cannot be built until a certain property (**Needed Property**) is purchased for right-of-way purposes, which Needed Property also encompasses the future right-of-way alignment for an expanded 1200 West Major Arterial Roadway (converting the initial north-south lanes to two (2) northbound only lanes and adding two (2) additional southbound lanes) as shown in the exhibit below.



The **Needed Property** is shown as Utah County Parcel number 230-3200-46, is owned by the Utah Power and Light Company (Rocky Mountain Power), and consists of 5.86 acres of undeveloped land with two (2) high voltage power lines running north-south through the property as shown in the photo below.



The **Needed Property** owner will only sell the **Needed Property** in whole, thus placing the **1200 West Project** and the **Future Project** (1200 West additional southbound lanes) within the same property purchase.

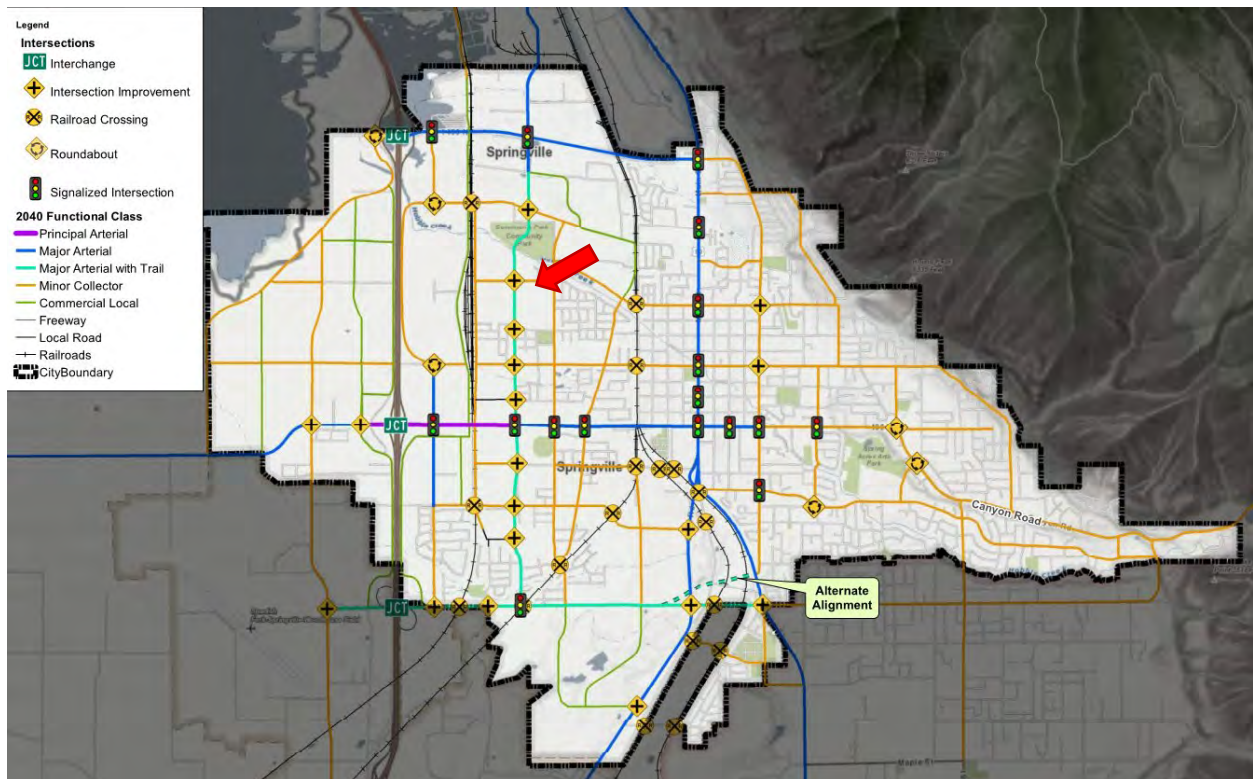
Springville City desires to initially use Mountainland Association of Governments (MAG) Corridor Preservation funding for the purchase of the **Needed Property** in whole to secure the **Needed Property**.

Utah County and Springville City desire to coordinate with MAG as follows:

- MAG to purchase the **Needed Property** in whole with MAG Corridor Preservation funds in the amount of \$610,000.00, with the intention that;
- One-half of the purchase price of the **Needed Property** to be funded with MAG Corridor Preservation funds for the **Future Project**, and
- One-half of the purchase price of the **Needed Property** to be reimbursed by Utah County to MAG when MAG TIP funding becomes available for the **1200 West Project** (January 2021).

DISCUSSION

1200 West is planned as a major north-south arterial roadway with trail in the City's Transportation Master Plan as shown below. Segment #3 of the 1200 West Project is bracketed.



ALTERNATIVES

No property purchase. No extension of 1200 West north of Center Street.

FISCAL IMPACT

Funding for the property purchase will be accomplished as follows:

- \$305,000 from MAG Corridor Preservation Funds, and
- \$305,000 from MAG TIP funds (issued by Utah County) already approved for the Segment #3 1200 West construction beginning January 2021.

Respectfully,

Bradley D, Stapley, P.E.
Director of Public Works, Springville City.

RESOLUTION #2020-XX

A RESOLUTION APPROVING THE EXECUTION OF AN INTER-LOCAL COOPERATIVE AGREEMENT WITH UTAH COUNTY FOR THE 1200 WEST - SEGMENT #3 PROJECT FOR CORRIDOR PRESERVATION FUNDING REIMBURSEMENT TO MOUNTAINLAND ASSOCIATION OF GOVERNMENTS.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies 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, Utah County (Program Manager) and Springville City desire to facilitate the construction of a two-lane pilot roadway project known as 1200 West - Segment #3 (**Approved Project**) which consists of a two-lane pilot roadway (initially accommodating north-south traffic) on 1200 West from 400 South to 550 North in Springville, Utah; and

WHEREAS, the initial pilot roadway cannot be built until a certain property (**Needed Property**) is purchased for right-of-way purposes, which Needed Property also encompasses the future right-of-way alignment for an expanded 1200 West major collector roadway (converting the initial north-south lanes to two (2) northbound only lanes and adding two (2) additional southbound lanes) in compliance with the City's transportation master plan; and

WHEREAS, the Needed Property is shown as Utah County Parcel number 230-3200-46, and is owned by the Utah Power and Light Company (Rocky Mountain Power), and consists of 5.86 acres of undeveloped land with two (2) high voltage power lines running north-south through the property; and

WHEREAS, the Needed Property owner will only sell the Needed Property in whole, thus placing the Approved Project and the **Future Project** (1200 West additional southbound lanes) within the same property purchase; and

WHEREAS, the Project Manager and Springville City desire to initially use Mountainland Association of Governments (MAG) Corridor Preservation funding for the purchase of the Needed Property in whole to secure the Needed Property; and

WHEREAS, the Program Manager and the City desire to coordinate with MAG as follows:

- MAG to purchase the Needed Property in whole with MAG Corridor Preservation funds in the amount of \$610,000.00, with the intention that:
- One-half of the purchase price of the Needed Property to be funded with MAG Corridor Preservation funds for the Future Project, and
- One-half of the purchase price of the Needed Property to be reimbursed by the Program Manager to MAG when MAG TIP funding becomes available for the Approved Project (January 2021); and

WHEREAS, the City Council desires to approve this Agreement and finds that this Agreement is necessary, beneficial and promotes the City's transportation infrastructure in accordance with the City's transportation master plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Springville, Utah that:

SECTION 1: Agreement Approval. The Inter-Local Cooperative Agreement, substantially in the same form as Exhibit A, is approved and shall be executed by Springville City's Mayor and any other necessary City personnel.

SECTION 2: Legal Review. The Inter-Local Cooperative Agreement has been reviewed by Springville City legal counsel for review and approval as to form and legality.

SECTION 3: Filing with Records Keeper. An executed original counterpart of the Inter-Local Agreement shall be filed immediately with the keeper of records of Springville City.

SECTION 4: Effective Date. This resolution shall become effective immediately upon its execution.

END OF RESOLUTION.

PASSED AND ADOPTED this 07th day of January, 2020.

Richard J. Child, Mayor

Attest:

Kim Crane, City Recorder

INTER-LOCAL COOPERATION AGREEMENT

between

**UTAH COUNTY and
SPRINGVILLE CITY**

For A Project Known As

1200 WEST – SEGMENT #3: 400 SOUTH TO 550 NORTH, SPRINGVILLE, UTAH

THIS AGREEMENT, made and entered into this 17 day of December 2019, by and between **UTAH COUNTY (Program Manager)**, a political subdivision of the State of Utah, with principle offices located at 100 East Center ST, Suite 2300, Provo, Utah 84606 and **SPRINGVILLE CITY (Project Sponsor)**, an inter-local agency of the State of Utah, with principle offices located at 110 South Main Street, Springville, Utah.

RECITALS:

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies 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 Program Manager and the Project Sponsor desire to facilitate the construction of a two-lane pilot roadway project known as 1200 West – Segment #3 (**Approved Project**) which consists of a two-lane pilot roadway (initially accommodating north-south traffic) on 1200 West from 400 South to 550 North in Springville, Utah; and

WHEREAS, the initial pilot roadway cannot be built until a certain property (**Needed Property**) is purchased for right-of-way purposes, which Needed Property also encompasses the future right-of-way alignment for an expanded 1200 West major collector roadway (converting the initial north-south lanes to two (2) northbound only lanes and adding two (2) additional southbound lanes); and

WHEREAS, the Needed Property is shown as Utah County Parcel number 230-3200-46,

and is owned by the Utah Power and Light Company (Rocky Mountain Power), and consists of 5.86 acres of undeveloped land with two (2) high voltage power lines running north-south through the property; and

WHEREAS, the Needed Property owner will only sell the Needed Property in whole, thus placing the Approved Project and the **Future Project** (1200 West additional southbound lanes) within the same property purchase; and

WHEREAS, the Project Manager and Project Sponsor desire to initially use Mountainland Association of Governments (MAG) Corridor Preservation funding for the purchase of the Needed Property in whole to secure the Needed Property.

WHEREAS, the Program Manager and the Project Sponsor desire to coordinate with MAG as follows:

- MAG to purchase the Needed Property in whole with MAG Corridor Preservation funds in the amount of \$610,000.00, with the intention that:
- One-half of the purchase price of the Needed Property to be funded with MAG Corridor Preservation funds for the Future Project, and
- One-half of the purchase price of the Needed Property to be reimbursed by the Program Manager to MAG when MAG TIP funding becomes available for the Approved Project (January 2021).

WHEREAS, the Project Sponsor approved this Agreement by the commission, board, council, or other body or officer vested with the executive power of the public agency.

WHEREAS, the Program Manager approved this Agreement by the commission or officer vested with the executive power.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the Program Manager and the Project Sponsor in the construction of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Utah County Public Works Director 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. MULTIPLE JURISDICTIONS.

If a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter in to this interlocal agreement and interface with the Program Manager as the Project Sponsor. Multiple jurisdictions and/or agencies interactions will be outlined within a separate interlocal agreement between said jurisdictions and/or agencies. This agreement shall be referenced in such agreement as an Exhibit.

Section 4. 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 Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event longer than 3 years from the execution date.

Section 5. NO SEPARATE LEGAL ENTITY.

The Program Manager and the Project Sponsor do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 6. TERMS.

- 1) **Project Scope** – Reimbursement by the Project Manager of one-half of the total Needed Property purchase price (\$610,000.00) to MAG, to be placed back into MAG's Corridor Preservation Fund when MAG TIP funds for the Approved Project become available in January 2021.
- 2) **Procurement** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT

pool, who will be responsible for project delivery. The Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. Different project engineers can be designated or hired for different phases of the project.

- 3) **Project Development** - The Project Sponsor and the designated project engineer, will design, acquire the necessary rights-of-way (ROW), bid out and manage the construction of the Approved Project.
 - a) **Design Standard** - The design and construction of the Approved Project will meet or exceed Springville City Standard Drawings and Specification standards.
 - b) **Environmental Work** - The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow their own adopted environmental process, or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed), or any other stricter environmental process under local or federal law. The Project Sponsor must follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.), and any other local or government agency requirements for the Approved Project.
 - c) **Design Work** - The Project Sponsor will involve the Program Manager at the following design milestones:
 - (1) Kickoff Meeting,
 - (2) 30% Scope and Schedule Review,
 - (3) 60% On Site Plan Review,
 - (4) 90% Plans, Specifications and Estimate,
 - d) **Final Design Approval** - Once project design is completed, the Project Sponsor will review the final design with the Program Manager. Both parties shall agree that the project is ready for the construction phase.
 - e) **ROW Acquisition** - The Project Sponsor will be responsible to acquire all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW

acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document, or as required by Utah law.

- f) **Construction Advertising** - To advertise construction, the Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the advertisement and the notice of award to the Program Manager.
- 4) **Project Signage/Contact Info** - It is recommended that the Project Sponsor install signage informing the public of the following:
- a) Project name.
 - b) Project description.
 - c) Start and completion dates (general).
 - d) Contact name, phone number, website address, email.
 - e) Use the sentence “This project funded with Mountainland Transportation Funding”.
 - f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County).
 - g) Generally, one sign at each access point to the project shall be installed.
 - h) Signs should be at least 4’ x 6’, or large enough for passing motorists to read.
 - i) Signs should be installed prior to construction and stay in place through construction.
- 5) **Construction Process** - The Project Sponsor will manage the construction process.
- a) The Program Manager will be notified of any changes that affect the scope of the project or costs that exceed the construction contingency.
- 6) **Project Completion** - Program Manager staff will be notified and allowed to attend the final inspection of the completed project.
- 7) **Project Hold** - The Program Manager has the authority to place a project on hold at any time during the project development process or withhold reimbursement of invoices during the construction process if the Program Manager deems that the Approved Project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland MPO committees for their review, recommendations, resolutions, and approvals.

- 8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed \$2,347,826.00 (Total Project Cost) for the direct costs of the Approved Project in FY 2021.
- a) **Matching Funds** - The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The use of Project Sponsor equipment and/or Project Sponsor employee time for the project shall not be reimbursable, but can be claimed by the Project Sponsor as a soft match toward the required 6.77% matching funds required from the Project Sponsor. Soft match being used as the required match for this project is NA, equating to \$0. The Project Sponsor is required to pay the difference between the required match and the value of the soft match, if any.
- b) **Funding Availability** - MAG Exchange funds are distributed to the MPO generally in October each year through a cooperative agreement with UDOT. The exchange process requires that MPO federal funds be exchanged with UDOT for state funds on an annual basis. The federal funds are made available by Congress, the release of funds can fluctuate yearly. County Transportation Sales Tax funds are generally available each January and are generated by sale tax revenue, which can fluctuate with the economy. MAG will not reimburse expenses on an Approved Project unless funding is made available by UDOT and Utah County. This could require the Approved Project to be placed on hold by the Program Manager or that the Project Sponsor advance their own funds toward the Approved Project with reimbursement to be made by the Program Manager upon receipt of available funding from UDOT and/or Utah County.
- c) **Reimbursement** - The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied by the Project Sponsor to the Program Manager without requiring separate inquiry. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for any fiscal year shall be the available funds actually received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed \$2,188,878.00 (Total Project Cost less Matching Funds). Any costs which

exceed \$2,188,878.00 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.

- d) **Cost Overruns** - The Program Manager maintains a contingency account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of \$500,000. The MPO Regional Planning Committee can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this Agreement. If no additional funds are awarded or the Approved Project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.
- e) **Surplus Funds** - Any surplus funds remaining after the completion of the Approved Project will be returned to the Mountainland or Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County selects and funds projects, not project sponsors. Surplus funds cannot be moved to a new project not already approved through the MPO project selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.
- 9) **Liability, Ownership and Maintenance of Approved Project** - The Project sponsor bears all liability through all stages of project development and construction. The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.
- 10) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.
- 11) **Other Expenses** - Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.
- 12) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.

13) **Recitals** - The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

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

Section 8. AMENDMENTS.

- 1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be one of the following: (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.
- 2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this Agreement must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Program Manager, and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of other approved projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. Extra work shall be outlined in a new exhibit.

Section 10. 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 11. 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 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager 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 Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor'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 Project Sponsor and Program Manager 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. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in 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 and passed on this 7 day of January 2020,

BOARD OF COMMISSIONERS
UTAH COUNTY, UTAH

William C. Lee, Commission Chair

ATTEST:

Amelia Powers Gardner, Utah County Clerk/ Auditor

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
David O. Leavitt, Utah County Attorney

SPRINGVILLE CITY

Authorized and passed on this 7 day of January 2020,

SPRINGVILLE CITY
UTAH COUNTY, UTAH

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By:

John Penrod, City Attorney



STAFF REPORT

DATE: December 17, 2019

TO: Honorable Mayor and City Council

FROM: Craig Martinez, Chief of Police

SUBJECT: AN ORDINANCE ADOPTING TITLE 9 CHAPTER 02 SECTION 111 IN THE SPRINGVILLE CITY MUNICIPAL CODE ESTABLISHING ADMINISTRATIVE CIVIL INFRACTIONS AND ESTABLISHING FEES AND AMENDING THE COMPREHENSIVE FEE SCHEDULE

RECOMMENDED MOTION

MOTION #1

Motion to approve Ordinance #XX-2020 adopting Title 9 Chapter 02 Section 111 in the Springville City Municipal Code, establishing Administrative Civil Infractions.

MOTION #2

Motion to approve Resolution #2020-XX amending the comprehensive fee schedule for the City of Springville establishing fees for administrative civil infractions.

BACKGROUND

The purpose of the Article is to decriminalize, where possible, certain violations of the municipal law that have traditionally been regulated by criminal laws. This is done to assist residents of the City of Springville, and others, by expediting the resolution of cases and to remove the social stigma attached to criminal actions.

DISCUSSION

Springville City has been enforcing parking issues criminally as allowed by the Utah Criminal/Traffic Code. The proposed ordinance will decriminalize enforcement and allow us to better serve our community by way of an administrative hearing for alleged violations. This will also free up some time utilized by the Legal Department and Springville Justice Court.

ALTERNATIVES

The City Council may choose not to approve this motion and continue with the criminal violations contained in the Utah Traffic and Criminal Code.

FISCAL IMPACT

There are small (less than \$100 a month) fiscal impact fees to the current budget by approving this ordinance.

ORDINANCE #XX-2020

AN ORDINANCE CREATING THE ADMINISTRATIVE CIVIL INFRACTIONS ORDINANCE, SECTION 9-2-111 OF THE SPRINGVILLE CITY CODE, TO HANDLE PARKING CITATIONS.

WHEREAS, the City has an existing ordinance that classifies parking violations as criminal in nature; and

WHEREAS, the City Council recognizes the value of decriminalizing, where possible, certain violations of municipal law which have traditionally been regulated by criminal laws; and

WHEREAS, making parking violations civil in nature will expedite the resolution of cases and remove the social stigma attached to criminal actions; and

WHEREAS, the City has the authority pursuant to Sections 10-3-703, 10-4-84, 41-6a-1401 through 41-6a-1409 Utah Code; and

WHEREAS, the City Council has determined that the implementation of this ordinance is 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 created:

SECTION 1: SECTION ADOPTED: Section 9-2-111 of Springville City Code is hereby adopted to read and provide as follows:

9-2-111 Administrative Civil Infractions

(1) Position of Civil Violations Hearing Officer Created - Powers and Duties.

The City Administration shall appoint a civil violations hearing officer(s) to perform all duties and exercise all powers described in this Article. The duties of a hearing officer may be performed through subordinates, except that a hearing shall be conducted only by a hearing officer if a person charged with an infraction so requests in writing.

(2) Acts Made Administrative Civil Infractions.

a) Civil Violations. The following acts are hereby declared to be administrative civil infractions, unless otherwise specified, and within the jurisdiction of the hearing officer:

- i. Violation of any of the parking regulations described in the Springville City Code;
- ii. Violation of parking laws and regulations not inconsistent with these ordinances which are described in state statutes, including those benefiting disabled (handicapped) persons; or
- iii. Violation of Section [9-2-108 and 9-2-109](#) Springville City Code regarding skateboards.

b) Bartholomew Park. Parking citations issued in and around Bartholomew Park may be handled by an independent parking enforcement company and shall not be subject to this ordinance.

(3) Notice of Administrative Civil Infraction.

Any peace officer and any person trained and authorized by the Police Department may issue a Notice of Administrative Civil Infraction (or Notice of Infraction) which notice shall contain the following information:

- a) The name and address of the person charged with the infraction. Notwithstanding anything in this section to the contrary, a Notice of Infraction for a parking violation, placed on a parked motor vehicle need not include a name and address;
- b) The infraction charged;
- c) The date and place of the infraction;
- d) If the infraction involved the use of a motor vehicle, the make of the vehicle and its license number; and
- e) Notice that the Notice of Infraction must be paid by a date certain or responded to by a date certain at the office of the Police Department if the administrative civil infraction is to be contested.

(4) Response to Notice of Infraction.

- a) Any person to whom a Notice of Infraction has been issued shall respond within fourteen (14) days thereof by:
 - i. Paying the fee described in section 9-2-111(5) (for good cause, the hearing officer may allow reasonable terms for payment of the fine); or
 - ii. Contesting the violation in the manner described in section 9-2-111(6) Springfield City Code.
- b) All payments must be received by the City within the times required by this Article. Fees may be paid by mail, but the risk of loss or delay of a payment shall be on the sender.

(5) Fee for Infractions – Payment.

- a) All fees, penalties, and interest related to civil infractions shall be paid to the City. No hearing officer or any subordinate thereof shall receive any fees for civil infractions over which the hearing officer has jurisdiction.
- b) The City Council shall by resolution establish the fees to be imposed for all administrative civil infractions. The City Council may also by resolution establish penalties for late payment and a rate of interest to accrue on fees which are not paid in a timely manner.

(6) Contesting an Administrative Civil Infraction – Hearing.

- a) A person charged with an administrative civil infraction may contest the same by delivering written notice of intent to contest or filling out a form at the Police Department. The person contesting the infraction is responsible for providing a correct mailing address to the Police Department.
- b) Upon the filing of a written notice of intent to contest, a date for an administrative hearing shall be set and notice of the hearing date shall be mailed to the individual at the address provided. The hearing shall be conducted by the hearing officer as informally as the circumstances will allow and shall be based on the civil standard of a preponderance of the evidence. The Notice of Infraction shall constitute prima facie evidence that the infraction alleged therein actually occurred. Any party may be required to testify at the hearing. All witnesses shall be placed under oath by the hearing officer prior to testifying.
- c) The hearing officer shall consider all of the evidence presented at the hearing and shall determine the existence or nonexistence of the infraction based on a preponderance of the evidence. If the hearing officer finds that the infraction alleged did not occur, the Notice of Infraction shall be without any further force or effect. If the hearing officer finds that the alleged infraction occurred, the person to whom the Notice of Infraction was issued shall pay the associated fine within five (5) days after the hearing, unless the hearing officer has allowed additional time or the decision is given by mail and not at the hearing, in which event the response shall be made within ten (10) days after the decision is mailed to the address given in the notice of intent to contest.

(7) Special Provisions Relating to Parking Regulations.

If a Notice of Infraction relates to a parking regulation, the following rules shall apply:

- a) The Notice of Infraction may be issued by affixing it to the subject motor vehicle in a conspicuous place.
- b) Whenever a motor vehicle has been parked in violation of any parking regulation, the registered owner of the vehicle shall be responsible for such violation and liable for payment of the applicable fee.
- c) Any motor vehicle with respect to which three (3) or more Notices of Infraction are in default is hereby declared to be a public nuisance and the City of Springville may authorize said motor vehicle to be towed from the public streets at the expense and risk of the registered owner. The motor vehicle shall be held and not released until the unpaid fees, penalties, accrued interest and reasonable costs of towing and storage have been paid.
- d) If a motor vehicle has been towed from the public streets pursuant to the provisions of this Article and is being held for the payment of fees and charges, the owner thereof,

or the agent of the owner, may, in writing, request a hearing to determine the validity of the action taken with respect to the motor vehicle, and the hearing shall take place within three (3) business days from the date of the request, unless the applicant agrees to a longer period of time before the hearing. The hearing officer may order the release of any motor vehicle without cost to the owner or the owner's agent if the motor vehicle was towed or is being held in violation of this Article or other applicable law.

- e) Nothing in this section shall limit the police department's rights to tow and impound vehicles pursuant to other sections of the Springville City Code.

(8) Civil Appeals.

Any person dissatisfied with a decision of a hearing officer may appeal within fifteen (15) days to the Justice Court.

(9) Default.

Any person who receives a Notice of Infraction shall be considered in default with respect to said infraction if the person:

- a) Fails to timely respond to the Notice of Infraction as outlined in section 9-2-111(4)(A);
- b) Fails to provide a correct mailing address after filing a notice of intent to contest.
- c) Fails to attend a hearing unless the person has paid the fee.
- d) Fails to pay the fee after a determination by the Hearing officer that an infraction occurred.

(10) Criminal Violation.

- a) Notwithstanding any other provision herein to the contrary, it shall be a criminal Class C misdemeanor violation, with exclusive original jurisdiction in the justice court:
 - i. for a person to whom a Notice of Infraction has been issued to allow the subject action to go into default. A person who allows a Notice of Infraction to go into default shall be prosecuted for the underlying offense;
 - ii. for a registered owner to fail or refuse to respond to a Notice of Infraction issued pursuant to subsection 9-2-111(3); or
 - iii. for a person to have three or more Notices of Infraction within one year.
- b) For purposes of this Article it shall be a rebuttable presumption that the Notice of Infraction and any other notices have been received by the addressee when mailed to the last known address via first class, United States mail.

(11) Civil Collection Actions.

The City of Springville may pursue the collection of overdue and unpaid fees through any and all legal remedies available to the City.

SECTION 2: This ordinance will become effective 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 07th day of January, 2020.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

RESOLUTION #2020-XX

A RESOLUTION AMENDING THE COMPREHENSIVE FEE SCHEDULE FOR THE CITY OF SPRINGVILLE TO ESTABLISH FEES FOR ADMINISTRATIVE CIVIL INFRACTIONS PROVIDED FOR IN SECTION 9-2-111 OF THE SPRINGVILLE CITY CODE.

WHEREAS, the City has an existing ordinance that classifies parking violations as civil in nature; and

WHEREAS, the City Council recognizes the need to implement a set fee schedule for violations of section 9-2-111 of the Springville City; and

WHEREAS, the City Council has determined that the implementation of this fee schedule is in the best interest of the citizens of Springville and an appropriate exercise of the City Council's legislative power.

NOW, THEREFORE, the City Council of Springville, Utah adopts the following fees to be added to the City's fee schedule:

SECTION 1: The Finance Director is hereby authorized and directed to amend the Comprehensive Fee Schedule for the City of Springville, Utah to add the fees outlined in Exhibit A.

SECTION 3: This fee schedule will become effective immediately upon passage.

ADOPTED by the City Council of Springville, Utah, this 07th day of January, 2020.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

Exhibit A
Establish Fees for Administrative Civil Infractions

	Approved Fees	Additional Conditions	Proposed Fee
Parking Violations		Excluding disabled parking*	\$30.00
Parking Violations (Disabled)		Disabled Parking Violations*	\$100.00
Red Curb Violation		*	\$55.00
School Bus Zone Violation		*	\$110.00
Additional Fees for unpaid violations.		<i>* Fees double after two weeks unpaid and triple on the fourth week unpaid. Fee quadruples on the sixth week unpaid. After six weeks unpaid it will be sent to collections.</i>	



STAFF REPORT

DATE: January 07, 2020
TO: Honorable Mayor and City Council
FROM: Craig Martinez, Chief of Police
SUBJECT: A RESOLUTION APPROVING PARTICIPATION IN THE UTAH COUNTY OFFICER INVOLVED CRITICAL INCIDENT AGREEMENT (OICI).

RECOMMENDED MOTION

Motion to approve Resolution #2020-XX approving participation in the Utah County Officer Involved Critical Incident Agreement.

BACKGROUND

The purpose of this Agreement is to form a Utah County OICI Task Force to meet the requirements set forth in the OICI Statute (76-2-408) and to provide improved OICI investigations while avoiding conflicts of interest. The Parties declare that there is a county-wide need for a Utah County OICI Task Force.

The following agencies are participants in the OICI: Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, City of Orem, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County.

DISUCSSION

Springville City's willingness to participate in the OICI.

ALTERNATIVES

None in order to conform to Utah Code Annotated 76-2-408.

FISCAL IMPACT

Participating officers/investigators duty-time during an OICI investigation.

RESOLUTION #2020-XX

A RESOLUTION APPROVING OF THE UTAH COUNTY OFFICER INVOLVED CRITICAL INCIDENT AGREEMENT.

WHEREAS, Springville City has been working with Utah County, cities in Utah County, Brigham Young University and Utah Valley University to draft and develop the Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol (the "OICI Agreement"); and

WHEREAS, the Chiefs of Police and County Sheriff agree that the OICI Agreement is in the best interests of their law enforcement agencies to address officer involved critical incidents; and

WHEREAS, on January 7, 2020, the City Council convened its regularly scheduled meeting to ascertain the facts regarding the OICI Agreement, which facts and comments are found in the hearing record; and,

WHEREAS, after considering the fact, comments and recommendations presented to the City Council, the Council finds the OICI Agreement will further the health, safety, and general welfare of the citizens of Springville City.

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

PART I:

The Mayor is authorized to sign the OICI Agreement, and the Department of Public Safety is hereby authorized and directed to abide by the OICI Agreement, attached as Exhibit A.

PART II:

This resolution shall take effect immediately.

END OF RESOLUTION.

PASSED AND APPROVED this 07th day of January 2020.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol



Revised December 2019

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UTAH COUNTY
OFFICER INVOLVED CRITICAL INCIDENT TASK FORCE
CONTRACTUAL AGREEMENT

THIS CONTRACTUAL COOPERATION AGREEMENT (“Agreement”) is entered into this **07 day of January, 2020** by and between the following higher education, municipal, and government entities for and on behalf of their respective law enforcement agencies: Alpine City, American Fork City, Brigham Young University, (solely for and on behalf of University Police, the remainder of the university being a private entity), Highland City, Lehi City, Lindon City, Mapleton City, City of Orem, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County for the purpose of facilitating the establishment of the Utah County Officer Involved Critical Incident Task Force hereby now referred to as OICI Task Force. The parties to this Agreement are sometimes referred to collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. UTAH CODE ANN. §76-2-408 (the “OICI Statute”) sets forth requirements for the Investigation of Officer Involved Critical incidents (“OICI”) delineated in the statute.
- B. The OICI Statute requires every law enforcement agency to adopt and post by December 31, 2015, (1) the policies and procedures the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially.
- C. The Parties have determined that the formation of a Utah County OICI Task Force (hereinafter referred to as “Utah County Task Force” or “OICI Task Force”) that will serve as the investigating agency for OICI’s that occur in Utah County will ensure that any investigation of an OICI will be conducted professionally, thoroughly and impartially.

- D. The Parties have determined that the Utah County OICI Task Force will be governed by the Utah County OICI Protocol established to provide uniform procedures for the investigation of OICI's.
- E. The utilization of a Utah County OICI Task Force to investigate OICI's is beneficial to the Parties, the citizens of Utah County and the officers who are involved in OICI's.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. General Purpose. The purpose of this Agreement is to form a Utah County OICI Task Force to meet the requirements set forth in the OICI Statute and to provide improved OICI investigations while avoiding conflicts of interest. The Parties declare that there is a county-wide need for a Utah County OICI Task Force.

2. Definitions.

- a. Actor. Any person whose act or actions result in an Officer Involved Critical Incident as defined herein.
- b. Administrative Investigators. Those investigators assigned by the Employer Agency to conduct an administrative investigation of the incident.
- c. Advisory Board. The Advisory Board that shall govern the administration of the OICI Protocol shall include the County Attorney or designee thereof, two City Attorney's from Protocol Member Agencies who have been nominated and agreed upon by a majority of the members of the Advisory Board, and a designee from each Protocol Member Agency.
- d. Case Officer. The OICI Task Force investigator assigned by the incident manager to organize and supervise the collection of reports, and write a comprehensive incident report of the incident and investigation.
- e. Crime Scene Supervisor. The OICI Task Force investigator assigned by the Incident Manager to supervise the crime scene(s).
- f. Criminal Investigators. Those investigators assigned by the County Attorney's Office and the Venue Agency, to conduct a criminal investigation of the incident.
- g. Employee. Unless otherwise indicated the word "employee" as used herein refers to the following employees of those agencies participating in this OICI Protocol:
 - i. Full-time, part-time, and hourly sworn peace officers, whether on or off-duty and acting for a law enforcement or private purpose at the time of the incident.
 - ii. Reserve peace officers who, at the time of the incident, are on-duty or are acting actually, apparently, or purportedly for a law enforcement purpose.
 - iii. Temporary employees and volunteers, paid or unpaid, who, at the time of the incident are on-duty or are acting actually, apparently, or purportedly for a law enforcement purpose.
 - iv. Informants: This OICI Protocol does not intend to create an employer-employee relationship between an informant and any agency participating in this OICI Protocol.

For the sole purpose of determining when an Officer Involved Critical Incident has occurred and whether the incident will be investigated, informants are considered employees when they are working under the immediate direction, control, and supervision of a peace officer.

- h. Employer Agency. The agency by whom the police employee involved in the OICI is employed or with which he/she is affiliated. In many cases the Venue Agency will also be the Employer Agency.
- i. Incident Manager. The OICI Task Force investigator assigned by the Task Force Manager/Commander and the Venue Agency Chief to manage the investigation of the incident.
- j. Injured. Any person who is injured by the act or actions of the actor which results in an Officer Involved Critical Incident. When used in this OICI Protocol, the word injured does not imply the existence or commission of a crime or inference of any liability, but is used simply to designate the person or persons injured.
- k. Interview Supervisor. The OICI Task Force investigator assigned by the Incident Manager to organize and supervise the interviews of witnesses and officers involved in the OICI.
- l. Investigating Agency. The OICI Task Force is composed of officers/employees from multiple law enforcement agencies.
- m. Officer Involved Critical Incident. An incident which occurs in any city, town, or unincorporated area of Utah County and involves any employee of the Protocol Member Agency and includes but is not limited to the following:
 - 1) The use of a dangerous weapon by an officer against a person that causes injury to any person;
 - 2) Death or serious bodily injury to any person, except the Officer, resulting from the use of a motor vehicle by an officer while on duty, or use of a government vehicle while the officer is off duty;
 - 3) The death of a person who is in law enforcement custody, but not including deaths that are the result of disease, natural causes, or conditions that have been medically diagnosed prior to the person's death.
 - 4) Death or serious bodily injury to a person resulting from the efforts of an officer attempting to prevent a person's escape from custody, make an arrest, or otherwise gain physical control of a person; and
 - 5) The use of deadly force by an officer against a person that causes damage to property but not death or serious bodily injury. However, in this situation, unless the Venue Agency Chief or the County Attorney request an investigation, none will be performed.
- n. OICI Protocol: the procedure and rules governing the Protocol Member Agencies' responses to OICI's as outlined in this Agreement.
- o. Protocol Member Agency. Any law enforcement agency operating in Utah County and which has committed to participation in this OICI Protocol.
- p. Task Force Command. Advisory Board and designated Task Force Manager/Commander.
- q. Task Force Manager/Commander. The command level OICI Task Force investigator assigned to manage/supervise an OICI Task Force investigation. This person is nominated

and voted on by the Advisory Board. There may be up to three OICI Task Force Manager/Commanders.

- r. Venue Agency. The agency or agencies within whose geographical jurisdiction the incident occurs.

3. **Utah County OICI Task Force Jurisdiction.** The OICI Task Force shall have jurisdiction throughout Utah County to investigate OICI's. Each Party to this Agreement hereby expressly consents to allow the OICI Task Force to investigate OICI's that occur in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI.
4. **Property Acquisition.** No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
5. **Consideration.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.
6. **Counterparts.** This Agreement may be executed in counterparts by the Parties. All signed counterparts shall be deemed to be one original.
7. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.
8. **Captions, Recitals.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof. The recitals form an integral part of this Agreement and are hereby incorporated.
9. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
10. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the state of Utah or any other jurisdiction).
11. **Notice.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address a Party may designate, or by fax to the fax number a Party may designate, and concurrently sent by first class mail to the Party and the Party's legal office; (b) personally delivered; or (c) sent by certified United States Mail addressed to the Party at the address the Party may designate, return receipt requested. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt

thereof, or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

- 12. Governmental Immunity.** All Parties, or their respective law enforcement agencies or departments are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2011), as amended (the “Act”). Subject to and consistent with the terms of the Act, each Party, or their respective law enforcement agencies or departments shall be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any negligent act or omission of any other Party, its employees, officers, or agents. No Party, or their respective law enforcement agencies or departments waives any defenses or limits of liability available under the Act and other applicable law. All, or their respective law enforcement agencies or departments Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.
- 13. Ethical Standards.** The Parties to this Agreement each represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of any of the Parties; (b) retained any person to solicit or secure participation in this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee of any Party to breach any of the ethical standards set forth in State statute.
- 14. Assignment.** No Party may assign any of its rights or delegate any performance under this Agreement. Any attempt to assign any rights or delegate any performance under this Agreement shall be void.
- 15. Responsibility for OICI Task Force members.** Each Protocol Member Agency shall fund all salaries, benefits, and other obligations for its employees assigned to the OICI Task Force.
- 16. Insurance.** Each Protocol Member Agency shall be solely responsible for providing workers’ compensation and benefits for its own employees who provide services under this Agreement. Each Protocol Member Agency shall obtain insurance, become a member of a risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement.
- 17. Effective Date.** This Agreement shall become effective when at least two Parties named above each execute an original or copy of the Agreement as required by law.

- 18. Term.** The term of this Agreement shall be three (3) years from the effective date, unless the Parties agree in writing to terminate the Agreement prior to the expiration of the initial term of the Agreement. Renewals shall occur automatically thereafter every three (3) years, for a period of up to fifty (50) years, unless the Parties agree in writing that the Agreement shall not be renewed.
- 19. Termination by Any Party.** Any Party to this Agreement may terminate its involvement with the OICI Task Force and this Agreement at any time prior to the expiration of the term of the Agreement. Such termination shall be provided via written notice to the Advisory Board in care of the Utah County Attorney, 100 East Center Street, Suite 2100 Provo, Utah 84606. and shall be effective upon delivery to the Advisory Board. Notwithstanding such termination, any terminating Party will agree to complete its involvement in any investigations that are open at the time that written notice to terminate is delivered.
- 20. Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Fourth Judicial District Court of Utah County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.
- 21. Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.
- 22. Rights and Remedies.** The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.
- 23. Modification.** This Agreement may be modified only by a writing signed by all parties hereto.
- 24. Additional Parties.** Any entity within Utah County which is subject to the provisions of the OICI Statute, and who is not an original party to this Agreement, may apply in writing to become a Party to this Agreement. The applicant shall become a Party to this Agreement upon (a) the approving vote of at least seventy-five (75) percent of the members of the Advisory Board; and (b) the approved applicant's execution and delivery of a counterpart of this Agreement whereby under the approved applicant agrees to be bound by all of the terms and conditions of this Agreement. Subject to the foregoing, the Parties' formal amendment to this Agreement for the purposes of admitting an applicant as an additional Party shall be unnecessary.
- 25. Invocation of the OICI Protocol.**
This protocol is effective immediately upon the occurrence of an Officer Involved Critical Incident.

- i. In the event of an Officer Involved Critical Incident as defined by UCA 76-2-408, this OICI Protocol is automatically effective.
- ii. The Venue Agency Chief shall immediately notify the County Attorney's Office of an Officer Involved Critical Incident.
- iii. The Venue Agency is required to immediately contact the Task Force Manager/Commander indicating the OICI Protocol has been invoked.
- iv. The Venue Agency Chief, the Utah County Attorney, and the Task Force Manager shall:
 - 1) Jointly designate the task force personnel to investigate the Officer Involved Critical Incident; and
 - 2) Designate which law enforcement agency is the lead investigative agency, if the Officer Involved Critical Incident involves multiple investigations.
- v. The lead investigating agency may not be the law enforcement agency employing the officer who is alleged to have caused or contributed to the Officer Involved Critical Incident.
- vi. Optional: Each Protocol Member Agency, when acting in the capacity of a Venue Agency or Employer Agency, may request activation of the OICI Protocol upon the occurrence of any Officer Involved Critical Incident involving an employee. The Task Force Command will consider the circumstances of the incident when determining whether or not to invoke the OICI Protocol. Upon this optional invocation, the matter will be investigated under the provisions of the OICI Protocol.
- vii. This section does not preclude the Employer Agency from conducting an internal administrative investigation.

26. Investigative Agencies, Formats and Responsibilities. To properly recognize and accommodate the various interests and the various rules of law which may be involved in an incident, investigations may be performed under two separate investigative formats: the criminal investigation and the administrative investigation.

27. Criminal Investigation.

- a. A criminal investigation that commences pursuant to the invocation of this OICI Protocol has priority over any parallel administrative investigation and will begin immediately following the incident for which this OICI Protocol is invoked.
- b. The criminal investigation of an Officer Involved Critical Incident commences with the invocation of this OICI Protocol, whether that invocation occurs automatically or at the direction of the Venue Agency Chief. Upon the invocation of this OICI Protocol the Venue Agency Chief and the Task Force Manager will select an Incident Manager. Such selection will be from a list of investigators constituted and maintained by Protocol Member Agencies. The selection of an Incident Manager may be made without respect to the rank or title of other investigators on the list who may also be asked to participate in the investigation.
- c. The Venue Agency Chief or his/her designee and the Task Force Manager/Commander shall inform the Incident Manager of the facts of the Officer Involved Critical Incident. The Incident Manager shall then assemble a task force of additional investigators of

sufficient numbers to thoroughly and properly investigate the incident for which the OICI Protocol has been invoked. The selection of additional investigators by the Task Force Manager/Commander and the Incident Manager shall also be from the list of specifically designated employees constituted and maintained by Protocol Member Agencies.

- d. Among those investigators selected to constitute the OICI Task Force conducting the criminal investigation there shall be one representative of the Employer Agency. The Incident Manager shall not be from the Employer Agency. One Deputy Utah County Attorney shall also be designated a member of the OICI Task Force by the Incident Manager as well an investigator from the Utah County Attorney's Office.

28. Venue Determination.

- a. When an Officer Involved Critical Incident occurs in part in two or more jurisdictions, each of those jurisdictions is a Venue Agency and the respective Venue Agency Chiefs shall jointly appoint the Incident Manager.
- b. When an Officer Involved Critical Incident occurs on the boundary of two jurisdictions, or under circumstances that make determination of the Venue Agency difficult or places venue in dispute the Venue Agency shall be:
 - i. The Employer Agency if the Actor is employed by either boundary agency;
 - ii. Both boundary agencies if Actors are employed by both; or
 - iii. The agency which has the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of acts leading up to the incident occur within its jurisdiction.
 - iv. The Advisory Board shall be the authority to resolve any Venue Agency investigative issues.
- c. Custodial deaths:
 - i. A subject who dies in police or corrections custody falls under the Protocol. If the death was anticipated and the result of a medical condition under the care of a physician, it will be considered an attended death and the OICI Task Force should not respond in accordance with UCA §76-2-408.
 - ii. If the death occurred at a correctional facility, police agency building, or holding area, the Venue Agency is the agency having control of the facility, building, or holding area.
 - iii. If the death occurred outside a correctional facility, the agency having jurisdiction in the area will act as the Venue Agency. The Employer Agency would be the agency that had custody of the subject. Using this scenario, the Venue Agency and employer agency could be the same.
 - iv. Custodial Death Scenes: When an incident occurs in a correctional facility, holding facility or other location and other inmates may be witnesses, those inmates should be identified, and if possible, separated, pending interviews by OICI Task Force investigators.

29. Scene Security.

- a. The Venue Agency is responsible for immediately securing the scene of an Officer Involved Critical Incident. This responsibility includes the preservation and integrity of the scene(s) and its contents, access, control, and the identification and sequestration of

witnesses. Responsibility for scene security may change as the investigation continues and the Incident Manager assumes responsibility for the criminal investigation. If, in the judgment of the senior representative of the Venue Agency, weather, or other factors make it imperative that evidence collection begins prior to the designation of the Incident Manager and constitution of the investigative team, such steps may be taken at the direction of and under the supervision of that representative of the Venue Agency.

- i. The following crime scene procedures and priorities will be observed as fully as circumstances permit:
 - 1) The scene shall be controlled to prevent further injury or criminal activity.
 - 2) Emergency life saving measures have first priority.
 - 3) Injured persons transported to a hospital will be accompanied, in the same vehicle if possible, by a police officer from the Venue Agency who will:
 - (a) Identify, locate, preserve, and take custody of physical evidence which may leave the scene with the injured person.
 - (b) Note and record as accurately as possible any spontaneous or excited utterances or statements which would describe the person's previous mental or physical state or any dying declaration.
 - (c) Maintain custody of the injured person if that person has been arrested.
 - (d) Provide information as may be known, which is necessary for the medical treatment of the injured person.
 - (e) Coordinate and communicate as necessary with investigators at the scene.
 - (f) Provide all information acquired to the Crime Scene Supervisor or Incident Manager.
 - 4) If a firearm or other deadly instrument was used in the Officer Involved Critical Incident, procedures at the scene shall be as follows:
 - (a) If the area is secure, loose firearms or other deadly instruments shall be left in place and undisturbed until removal is directed by the Crime Scene Supervisor or Incident Manager.
 - (b) If the area is not secure the senior representative of the Venue Agency shall decide whether any loose firearms or deadly instruments can be safely left in place or whether immediate removal is necessary. If it is determined that the item or items must be removed immediately all efforts shall be made to photograph the item in place and establish its location with reference to other fixed points.
 - (c) If any officer still has personal possession of a firearm discharged in the course of an Officer Involved Critical Incident, the senior representative present of the Venue Agency shall assign a peer support officer to the officer that discharged his/her firearm to insure the evidentiary value of the weapon is not compromised. When appropriate as deemed by the Venue Agency, and for safety and evidentiary purposes, the firearm, holster/case and duty belt may be taken as a unit without removing the firearm from the holster/case. As deemed appropriate by the Employer Agency, the involved officer may be given a replacement firearm and duty belt as soon as practical. The items taken shall be immediately secured in a manner consistent with their preservation as items

of evidence. The items shall be so maintained until further disposition is ordered by the Crime Scene Supervisor or Incident Manager. The Venue Agency representative to whom the firearms are surrendered shall document facts pertinent to the collection of the items, specifically the make and caliber of the firearm, the person from whom it was received, the item's location at the time it was received, the condition of the item and an indication of how it was used in the incident under investigation. Unless necessary for safety, no attempt shall be made to change the condition of the firearm at the time of its surrender. It shall not be unloaded nor cleared of a jam. The firearm may be made safe to handle by lowering the hammer or putting on the safety so long as those actions taken to make the firearm safe are documented fully by the person taking the actions.

- 5) Law Enforcement Employee Clothing: As deemed appropriate by the Incident Manager, Crime Scene Supervisor, or Interview Supervisor, any officer who discharged a firearm during the course of an Officer Involved Critical Incident, may be required to surrender his or her uniform and any outer-wear worn during the time of the incident.
- 6) Recording Devices (any device designed to capture audio, video or photographic data or images, including but not limited to body cameras, dash cameras, video cameras, cameras, cell phones, audio recorders, etc.) shall be handled in accordance with the following:
 - (a) If any involved or witness officer(s) has personal possession of a recording device during the course of an Officer Involved Critical Incident, the on-scene supervisor or senior representative of the Venue Agency, will insure the recording device is made available to the Incident Manager or his/her representative upon arrival or as soon as practical.
 - (b) The supervisor or senior representative of the Venue Agency will not review any recordings made on the device unless necessary for the safety of others (any review of a recording device may change the recording's metadata).
 - (c) At a minimum the supervisor or senior representative of the Venue Agency shall document the collection of the recording device, including the make and model of the recording device, the person from whom it was received, the time and location it was received, the condition of the device and an indication of how it was used in the incident under investigation.
 - (d) The supervisor or senior representative of the Venue Agency, prior to reviewing or downloading the device's contents, will release the device to the Incident Manager or his/her representative. The Incident Manager (or his/her designee) will download or oversee the download of the contents of the recording device and will provide a copy of the downloaded contents to the Venue Agency as soon as practicable. When practical the recording device will be maintained by the Incident Manager until further disposition is ordered by the County Attorney or his/her designee.
- 7) Other evidence and the identity of all witnesses shall be preserved.

30. Notifications. Upon identification of an Officer Involved Critical Incident, the Venue Agency shall make the following notifications as promptly as possible:

- a. Intra-department officers as required by the agency's procedures;
- b. The Employer Agency, if applicable and if not yet aware;
- c. The Task Force Manager and the County Attorney or designee; and
- d. The Medical Examiner or designated Investigator upon confirmation of a fatality consistent with the requirements of Utah Code.

31. Appointment of Investigators by Protocol Member Agency.

- a. Each Protocol Member Agency shall designate at least one of its most experienced criminal investigators to be available to participate in the investigation of an Officer Involved Critical Incident. A list of those officers so designated shall be maintained by the Task Force Manager/Commander and be updated semi-annually. A copy of the list shall be provided to each Protocol Member Agency and it is from this list that the Venue Agency Chief and Task Force Manager/Commander shall designate the Incident Manager and from which the task force conducting the criminal investigation of any Officer Involved Critical Incident shall be assembled.
- b. When assembling the OICI Task Force Investigative team for an OICI, the Venue Agency and the Task Force Manager/Commander will, in an effort to avoid creating too much work load for any one agency, take into consideration the number of investigators assigned from any one Protocol Member Agency.
- c. In designating investigators to be listed as available to participate in an Officer Involved Critical Incident investigation, Protocol Member Agencies should consider the following qualifications, characteristics, and attributes of those designated:
 - i. Experience in homicide investigations as well as other crimes against persons.
 - ii. The ability to effectively interview people of various backgrounds including police officers.
 - iii. Good working knowledge of physical evidence collection and preservation techniques and an appreciation of the use and limitations of scientific evidence.
 - iv. Good knowledge of police operational procedures and the criminal justice system.
 - v. Excellent report writing and communication skills.
 - vi. Good organizational and supervisory skills.
 - vii. Respected professionally by those whom he or she works for being competent, thorough, objective, fair, and honest.
 - viii. Ability to both participate in and direct a complicated investigation.

32. Transporting, Sequestering, and Interviewing Officers in an OICI.

- a. Officers who were present at the scene at the time of an Officer Involved Critical Incident, whether as Actors or witnesses, will be relieved of their duties at the scene as promptly as possible and shall be sequestered at their own police station unless other suitable and agreeable arrangements are made for them. Officers from the Venue Agency not involved in the OICI shall be assigned to accompany officers involved in the OICI and remain with them to ensure their privacy, accommodate their needs, and preserve the integrity of each

witness officer's report as they may be gathered later. It is highly recommended that certified peer support officers be used during this time.

- b. If circumstances prohibit removal of all witnessing and officers involved in the OICI from the scene at one time, those officers who can be identified as Actors as defined herein should be relieved first.
- c. OICI Task Force investigators, witnesses and officers involved in the OICI should be allowed to contact spouses and family members and should be encouraged to relax. Officers involved in the OICI are allowed legal assistance and/or representation prior to and during interviews.
- d. Generally speaking involved officers will not be interviewed for at least forty-eight hours after the incident in order to provide the best opportunity for recall (two sleep cycles). The involved officer's interview will be transcribed and serve as the officer's report.

33. Video Evidence.

- a. If an Officer Involved Critical Incident is captured on video, the review of this video by the officer is permitted prior to any report writing or interviews. Prior to the involved officer reviewing the video, the task force investigator will read the following advisory:
 - i. Video Advisory:

“You are about to view a camera recording of a use-of-force event. Understand that while this recording depicts visual information from the scene, the human eye and brain are highly likely to perceive some things in stressful situations differently than a camera records them, so this photographic record may not reflect how the involved officer actually perceived the event.

The recording may depict things that the officer did not see or hear. The officer may have seen or heard things that were not recorded by the camera. Depending on the speed of the camera, some action elements may not have been recorded or may have happened faster than the officer could perceive and absorb them. The camera has captured a 2-dimensional image, which may be different from an officer's 3-dimensional observations. Lighting and angles may also have contributed to different perceptions. And, of course, the camera did not view the scene with the officer's unique experience and training.

Hopefully, this recording will enhance your understanding of the incident. Keep in mind, though, that these video images are only one piece of evidence to be considered in reconstructing and evaluating the totality of the circumstances. Some elements may require further exploration and explanation before the investigation is concluded.”

- 34. Reports.** Inasmuch as Officer Involved Critical Incidents are of intense interest to the public, expeditious and thorough investigation and resolution of these matters is necessary. Prompt completion and distribution of reports is essential. Agencies involved in the OICI Task Force investigation will submit reports to the Incident Manager or his/her designee as soon as possible after an Officer Involved Critical Incident. The Case Officer will assemble all

individual reports and write a comprehensive incident report and submit this report and case file to the Incident Manager for approval. The Incident Manager will then submit this report and the case file to the Utah County Attorney or his/her designee. Upon request the County Attorney's Office will provide copies of the complete case file to the heads of all agencies having officers involved in an incident as Actors or witnesses.

35. Equipment. Each member of an OICI Task Force will provide equipment as requested by the Incident Manager whether or not officers from that department are involved in either the criminal or administrative investigation. Officers from the department providing equipment may retain custody and operation of the equipment if it appears the interests of the investigation will be served.

36. Autopsy.

- a. At least one member of the OICI Task Force shall be assigned by the Incident Manager to attend the autopsy. Protocol Member Agencies investigators involved in the OICI, including the administrative investigators, may also attend.
- b. The OICI Task Force investigator assigned to attend the autopsy will brief the medical examiner prior to the post mortem examination. This briefing will be as complete as possible.

37. County Attorney's Office.

- a. The County Attorney's Office has the following roles in Incident Investigations:
 - i. With the Venue Agency Chief and the Task Force Manager/Commander jointly designate the task force personnel to investigate the Officer Involved Critical Incident.
 - ii. Assign at least one attorney from the Utah County Attorney's Office and at least one investigator from the Utah County Attorney's Office to the OICI Task Force.
 - iii. Participate co-equally with other members of the OICI Task Force performing the criminal investigation.
 - iv. Assist and advise the task force on the various criminal law issues which may arise during the investigation.
 - v. The County Attorney's Office will strive to complete its report and findings within two weeks of the completion of the Protocol Investigation. However, this cannot be guaranteed, depending on the complexity of the incident.
 - vi. Upon completion of the criminal investigation, analyze the facts of the incident as well as the relevant law to determine if criminal laws have been violated. If so, prosecute as appropriate or arrange for a special prosecutor.
 - vii. The County Attorney has his or her own independent investigative authority. When deemed appropriate, the County Attorney may conduct an independent investigation of an Officer Involved Critical Incident separate but simultaneous with any other investigation.

38. Employer Agency Administrative Investigation.

- a. This OICI Protocol recognizes the need of the administrative investigators to acquire information about the Incident for the following non-criminal purposes:

- i. Internal Affairs and determination of whether or not employees have violated department policy or regulation.
 - ii. Agency improvement and determination of whether or not department policies, procedures, programs, equipment, and training are adequate.
 - iii. Acquiring sufficient information concerning an Officer Involved Critical Incident to appropriately inform its parent governmental body and be responsive to the public and the news media.
 - iv. To adequately address claims for damages and prepare for civil litigation that may be initiated by or against the Employer Agency.
- b. While both the criminal and administrative investigations are important and should be aggressively pursued, investigative conflicts between the two formats shall be resolved by allowing the criminal investigation to have priority. It is intended that this prioritization will preclude competition between the two investigative formats for access to witnesses, physical evidence, and the involved parties and will prevent the criminal investigation from being compromised by an untimely exercise of the Employer Agency's control of the scene, evidence, or witnesses.
- c. The initiation of an administrative investigation and the extent of that investigation is solely the responsibility of the Employer Agency. If an administrative investigation is being conducted, the Employer Agency should immediately assign administrative investigators upon being notified of the Officer Involved Critical Incident. Administrative investigators will be identified to the Incident Manager at the earliest possible opportunity. In addition to gathering information for the Employer Agency, it is anticipated that administrative investigators will act as a liaison between the Incident Manager and the Employer Agency even if no actual investigation is being conducted by the Employer Agency.
- d. Interview statements, physical evidence, toxicology test results, and investigative leads which are obtained by administrative investigators by ordering police employees to cooperate shall not be revealed to criminal investigators without the prior approval of the County Attorney following a determination of need and evaluation of the applicable law.
- e. The Incident Manager will periodically brief the administrative investigators on the progress of the criminal investigation. The administrative investigators will have access to briefings, the incident scene, physical evidence, and witness statements. Unless, for good reason it is determined otherwise, the County Attorney's Office will provide to the Employer Agency his or her findings of fact and a complete copy of the case file prepared by the task force investigators. A copy of the County Attorney's findings of fact will also be provided to the Incident Manager.

39. Report Writing.

- a. The Incident Manager will decide which investigator is responsible for a particular report. OICI Task Force investigators should not write more than one report on an interview or event, regardless of the number of interviews involved. OICI Task Force investigators are responsible for the final report of the Task Force investigation. Prior to submitting a law enforcement (employee) interview report, the interviewed employee should have the opportunity to review the report. All OICI Task Force investigators shall coordinate with

the Task Force Manager/Commander to write a final report which documents their participation in the investigation.

- b. Prompt completion and distribution of reports is essential. All agencies and investigators will strive for report completion and distribution as soon as possible while ensuring all information is obtained accurately prior to completion.

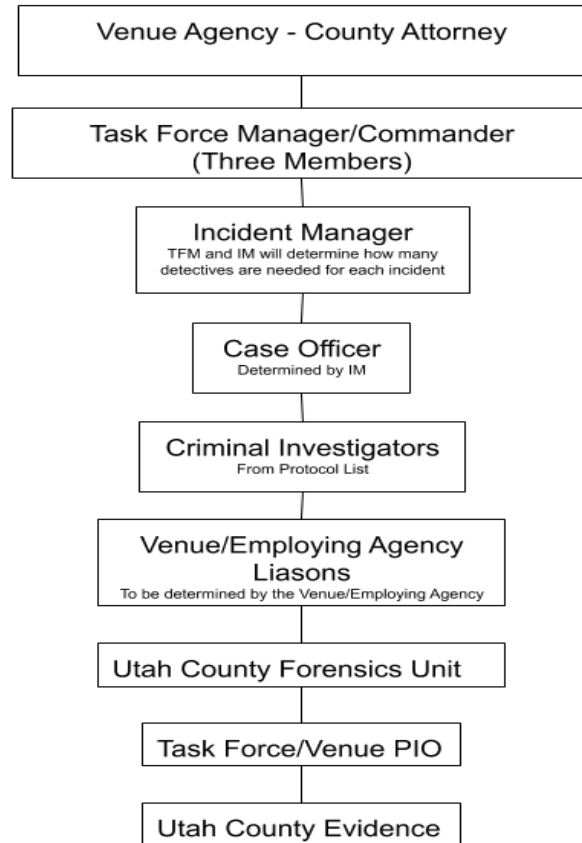
40. News Media Relations.

- a. The interests of the news media must be balanced with the requirements of the investigation and with the rights of the involved individuals.
- b. While any agency cannot be prohibited from making statements to the news media about an incident, these guidelines are established:
 - i. The Venue Agency Chief or designee has the responsibility for making press releases about the Incident and its investigation until such time as the matter is referred to the County Attorney's Office.
 - ii. The Incident Manager will provide the Venue Agency with information from which a press release can be made.
 - iii. Other participants in the investigation should refrain from making separate press releases or discussing the investigation with the press. If the Employer Agency is not also the Venue Agency, fewer problems will arise, especially at the early stages of the investigation, if the Employer Agency limits its comments to information which has been cleared for release by the Venue Agency.

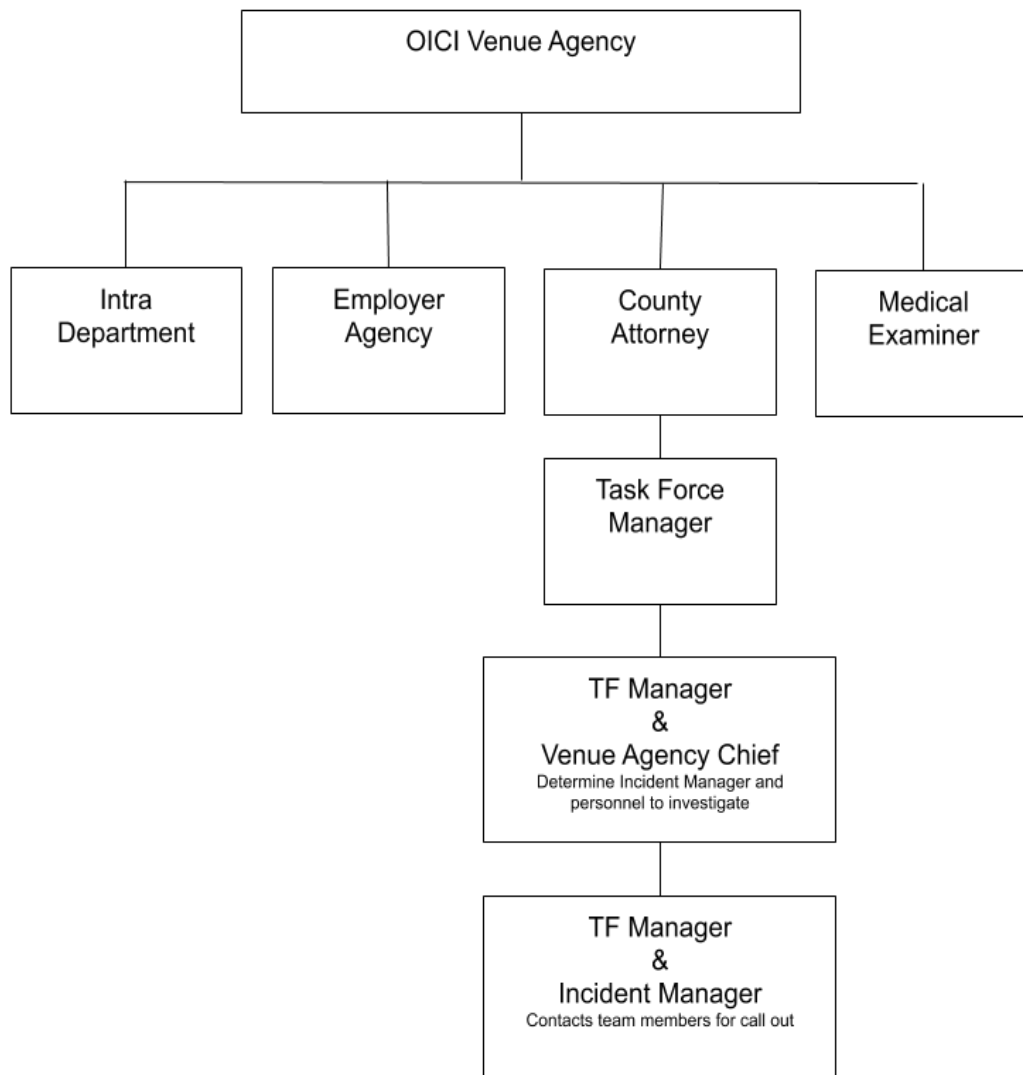
41. Reporting to Board and Training.

- a. The Task Force Manager/Commander(s) will report to the Advisory Board once per quarter at the monthly Chief Law Enforcement Executives meeting. This report will include but not be limited to, ongoing investigations, trainings held and to be held for team members, personnel issues and other needs.
- b. The Task Force Manager/Commander(s) will hold quarterly trainings for OICI Task Force members on; policy, investigative techniques, best practices, court findings and other necessary matters.
- c. OICI Task force members are required to attend two of the four trainings, however it is preferred that 100% attendance is maintained.

42. OICI Protocol Organizational Flow Chart



43. Callout Flow Chart



44.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by its duly authorized representative.

[Remainder of page intentionally left blank - SIGNATURE PAGES of Parties follow]

Signature Page pertaining to the **“Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol”** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Springville

By _____

Its Richard J. Child, Mayor

Attest:

Kim Crane, City Recorder