



SPRINGVILLE CITY COUNCIL AGENDA  
TUESDAY, JUNE 18, 2024  
110 South Main Street  
Springville, Utah 84663

NO FORMAL ACTIONS ARE TAKEN IN A WORK SESSION

**5:30 P.M. - WORK MEETING - MULTI-PURPOSE ROOM**

**CALL TO ORDER**

**COUNCIL BUSINESS**

1. **Calendar**

- Jul 02 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Jul 04 - Independence Day Observed (Civic Center Closed - Thursday)
- Jul 09 - Work Study Meeting 5:30 p.m.

2. **REVIEW OF THE 7:00 P.M. REGULAR MEETING AGENDA ITEMS**

a) Invocation - Councilmember Snelson

b) Pledge of Allegiance - Councilmember Millsap

c) Consent Agenda

- 3. Approval of minutes for the May 14, 2024 work meeting and the June 04, 2024 work and regular meetings.

- 4. Approval of a Resolution and Audit Services Agreement with HBME, LLC - Bruce Riddle, Assistant City Administrator/Finance Director

3. **WORK MEETING DISCUSSIONS/PRESENTATIONS**

a) Consultant David Stewart

b) Parks and Recreation Master Plan IFA and IFFP Discussion - Stacey Child, Parks and Recreation Director

c) Art Loop Plans - Emily Larsen, Museum of Art Director

**MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

**ADJOURNMENT**

**CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION**

The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.





SPRINGVILLE CITY COUNCIL AGENDA  
TUESDAY, JUNE 18, 2024  
110 South Main Street  
Springville, Utah 84663

**7:00 P.M. REGULAR COUNCIL MEETING - CITY COUNCIL ROOM**

**CALL TO ORDER**

**INVOCATION**

**PLEDGE**

**APPROVAL OF THE MEETING'S AGENDA**

**MAYOR'S COMMENTS**

**CEREMONIAL**

1. Recognition of outgoing PAR Board Members; Jeremy Barker, Sydney Condie, Kate Henderson, Kimberly Stinson, and Lee Taylor - Emily Larsen, Museum Director
2. Recognition of Kim Christensen, Library as one of the top eight librarians across the country to be recognized by the Wimpy Kid Group and ABRAMS Publishers - Dan Mickelson, Library Director

**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 previously discussed or 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. It will be added to the regular agenda for discussion unless placed otherwise by the Council.

3. Approval of minutes for the May 14, 2024 work meeting and the June 04, 2024 work and regular meetings.
4. Approval of a Resolution and Audit Services Agreement with HBME, LLC - Bruce Riddle, Assistant City Administrator/Finance Director

**REGULAR AGENDA**

5. Consideration of a Resolution to approve a referral agreement with JD Evans - John Penrod, Assistant City Administrator/City Attorney
6. Consideration of a Resolution adopting a preliminary and final development checklist for subdivisions and commence a pending Ordinance regarding the same - Carla Wiese, Planner
7. Consideration of a Resolution and Agreement with UDOT for a no cost Utility relocation - Brad Stapley

**PUBLIC HEARING AGENDA**

8. Public Hearing for consideration of a Resolution and Budget Amendment to the Fiscal Year 2023/2024 Springville City Budget - Bruce Riddle, Assistant City Administrator/Finance Director



9. Public Hearing for consideration of an Ordinance and approval of **setting compensation** for Springville City Officers and Employees for Fiscal Year 2024-2025 - Patrick Monney, Administrative Services Director
10. Public Hearing for consideration of a Resolution approving a **compensation increase for Springville City executive municipal officers for FY 2024-2025** - Patrick Monney, Administrative Services Director
11. Public Hearing for consideration of adopting the **Enterprise Fund Transfers** for Fiscal Year 2024/2025 - Bruce Riddle, Assistant City Administrator/Finance Director
12. Public Hearing to consider a Resolution and adoption of the **Springville City Tentative FY 2023-2024 Budget**, until such date and time that the City holds a truth in taxation public hearing and adopts the Final FY 2023-2024 Budget - Bruce Riddle, Assistant City Administrator/Finance Director

## **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

### **ADJOURNMENT - CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION**

The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.

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CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE - POSTED 06/14/2024

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, MMC, City Recorder





MINUTES  
Springville City Council Work/Study Meeting - MAY 14, 2024

MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON  
2 TUESDAY, MAY 14, 2024, AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,  
SPRINGVILLE, UTAH.

4 Presiding and Conducting: Mayor Matt Packard

Elected Officials in Attendance: Craig Jensen  
6 Logan Millsap  
8 Mike Snelson  
Jake Smith  
Mindi Wright

10 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, Community Development Director Josh Yost, Fire Chief Hank Clinton, Public Works Director Brad Stapley, Police Chief Lance Haight, Library Director Dan Mickelson, Library Supervisor Kim Christensen, Administration Director Patrick Monney, Economic Development/City Planner Carla Wiese, Parks and Recreation Director Stacey Child and Director of Engineering and Internal Services Scott Sensanbaugh.

16 **CALL TO ORDER**

Mayor Packard welcomed everyone and called the meeting to order at 5:29 p.m.

18 **COUNCIL BUSINESS**

1. Calendar

- 20 May 18 - Spring Salon 100 Art Ball - 6:00 - 9:30 p.m.
- 22 May 21 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- 24 May 27 - Memorial Day Observed (City Civic Center Closed-Monday)
- Jun 1-8 - Art City Days Celebration
- Jun 04 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

26 Director Child reminded the Council that they are invited to the Art City Days Color Run on Saturday, June 1, 2024, and to arrive bright and early.

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

28 a) Community Board Update - Mayor Packard/Cl. Smith

30 Mayor Packard asked Director Yost to review the past few Community Board meetings. Director Yost explained an interim zone for the North Main Street area while the *North Gateway Plan* and the update to the General Plan are completed. He added the board is interested in addressing Highway 89 and SR 51 to the south city limit. Director Monney explained that our branding contractor is working on concepts for a city flag. He added the board is applying their training to the look and feel of the city. Director Yost said the board will look at the *Station Area Plan* in the June meeting. He added that *Houseal Lavigne* will update the general plan. They are pioneers of modeling and the digital twin approach and have developed a robust process management system to deliver a product that is unique and tailored to our community. He continued to say that as far as implementation they plan to build the plan and zoning so the private sector can deliver. Mayor Packard requested that the general plan take priority over the flag for the Community Board.

40                   b) Library

42                   Director Mickelson segued into his discussion of how the general plan will guide the direction of  
44                   the library. He reviewed what is included in a collection and why reading is important including promoting  
46                   literacy, education, entertainment, escape, contacting someone else's imagination, sharing the human  
48                   experience, and the preservation of culture and history. A public library strikes a balance between a chain  
50                   bookstore which emphasizes popular materials and a special collection focused on delicate historical  
52                   resources. The Springville Library moved away from the Dewey Decimal system over ten years ago and  
54                   adopted a bookstore-style customer service model. Councilmember Snelson clarified the data shows 18  
56                   checkouts per resident per year. Mayor Packard asked about demand. Director Mickelson explained the  
58                   collection purchasing process is based on the Springville residents utilizing the hold system online. He  
                         said the library has increased funding and focus on digital items which make up 22% of the collection.

52                   Director Mickelson moved on to explain the Springville Library is in the 90<sup>th</sup> percentile in *Combined  
54                   Circulation per Capita* while only ranking 65<sup>th</sup> percentile on total funding devoted to book purchases with  
56                   taxpayer revenue. Turnover at a library is calculated by checkouts divided by the number of items in the  
58                   collection and Springville Library is in the 95<sup>th</sup> percentile. Councilmember Wright asked about the type of  
                         hard-copy books being checked out. Director Mickelson said children's books are a sizable chunk of our  
                         circulation. 80% of Springville households use the library and those households get a value of \$1,450/year  
                         through books alone, not including services or attending events. He explained the logarithmic scale of  
                         new releases and riding the popularity of a book.

60                   In addition to adhering to the bookstore model, the Springville Library focuses on the sense of  
62                   community by providing a robust number of book club sets, keeping a substantial focus on children's  
64                   materials, an extensive LDS collection, creating a historical walking tour, keeping series filled, retaining  
66                   the classics and providing books in Spanish for all ages. Councilmember Millsap asked about filling the  
68                   top and bottom shelves to fit more books in the library. Director Mickelson referred to studies on shelf fill  
70                   rates that show over 65% full overwhelms patrons and limits displays. The bottom shelf is the last resort  
                         because people do not like to stoop. Councilmember Wright asked about a set quantity in the collection.  
72                   Director Mickelson answered an ideal build-out without the second floor would be 85,000 to 90,000.  
74                   Councilmember Millsap asked about increasing stacks to the second floor. Councilmember Wright asked  
76                   about increasing programs. Director Mickelson said libraries are a place to come talk, story time, and a  
78                   teen gathering place as well as books. Those services fit the scope of Springville Library. Councilmember  
                         Millsap complimented the *Camp Springville* program and said programs drive checkouts. Mayor Packard  
                         complimented Director Mickelson and his staff for doing a great job.

72                   c) Public Safety

74                   Director Haight followed Director Riddle detailing the tragic death of Sergeant Bill Hooser of  
76                   Santaquin. He described a PIT maneuver (pursuit intervention technique). He said a police officer can go  
78                   his whole career without facing this type of situation. Springville detectives participated in the investigation  
                         as well as our officers who are members of the Utah County SWAT team. Jeremy Leonard spent his  
                         birthday taking calls during the investigation. Director Haight expressed appreciation for the support of  
                         the public. He emotionally described the grandeur of the funeral honoring Sergeant Hooser including the  
                         police vehicle procession stretching from UVU to Santaquin, over 27 miles.

80                   He reported Public Safety statistics for the quarter. The state offers fewer DUI shifts near the end  
82                   of the fiscal year. Levi Wright is deployed in the military. Larry Teuscher logged over 100 DUI arrests and  
                         Chief plans to submit his name for an award.

84                   He reported that the Fire Department takes an average of 150-250 calls per month and calling out  
                         for mutual aid is less than every other day. He described new software to assist dispatch with medical  
                         scenarios. Another software integrates all Utah County Fire Departments to send the closest available



86 unit which will reduce human error and reduce response time. Councilmember Wright asked how the  
87 software knows the location of units. Chief Haight said it uses GPS. Councilmember Millsap asked if  
88 Springville could respond to Mapleton's calls for mutual aid more often with this software. Chief Clinton  
89 said available units in the Springville District will be assigned.

90 Councilmember Snelson asked about patrol officers deciding what neighbors to patrol Chief  
91 Haight answered any time they receive a call they patrol that area but stay in high-traffic areas otherwise.  
92 Administrator Fitzgerald added the patrol assignment system is advanced enough to program additional  
93 patrols. Councilmember Snelson declared every councilmember should ride along with a patrol. Mayor  
94 Packard told them that the mayor and council support and respect the members of the Springville Public  
95 Safety Department. Councilmember Jensen agreed and stated this department is a really good group.

96 d) Finance

97 Director Riddle followed Director Mickelson with training, reporting, and a request for feedback.  
98 He asked the meeting if they completed the required municipal officials' fraud risk training which included  
99 budgeting, GRAMA, ethics, nepotism, the audit, separation of duties, and fraud. He continued to ask for  
100 feedback on hiring an independent auditor. Councilmember Jensen and Mayor Packard agreed to stay  
101 with the same firm and switch the lead auditor. Mayor Packard explained there is an advantage to having  
102 someone new. Councilmember Wright asked about the contract. Director Riddle said it has the possibility  
103 of extension. Mayor Packard suggested an RFP and due diligence.

104 Director Riddle presented training on risk assessment. The treasurer and comptroller are  
105 separated and report to him. The fraud triangle includes pressure, rationalization, and opportunity. He  
106 presented the state fraud assessment which rated Springville at a very low risk of fraud.

107 e) Community Development

108 Director Yost followed Chief Haight by reporting application turn-around times. Inspector  
109 utilization is up to 64% this quarter and most building inspections are complete the next business day.  
110 Permit revenue started to improve in April. He described the trend from July 2021 to today as peaking  
111 each Spring. Councilmember Jensen asked about the variety of builders in Westfields Central. Director  
112 Yost said there are four builders with about 30 permits. He said the builders each do things differently  
113 and they are sharing plans.

114 Director Yost explained staff has created a strategic work plan for long-range planning integrating  
115 council priorities, implementation of new plans, and staff priorities. Of 18 planning projects he was  
116 assigned when he was hired five years ago, eight remain and six are a priority. Councilmember Wright  
117 asked about an *Economic Development Leakage Analysis*. Councilmember Jensen asked for a sales tax  
118 revenue update in the future.

119 Mayor Packard suggested the *Station Area Plan* should be a priority. Director Yost said it is  
120 defacto prioritized and moving toward adoption. He showed there is progress on several plans and listed  
121 a staff initiative of implementing code that requires development to contribute to the Art City identity.  
122 Another staff goal is to create new standards for hospitable, habitable, and sustainable parking lots.  
123 Councilmember Jensen suggested prioritizing correcting the wide streets and Director Yost said the  
124 *Active Transportation Plan* addresses wide streets. Mayor Packard noted these plans include form-based  
125 code structure. Director Yost said the appearance of a building will be addressed. Mayor Packard said  
126 completing this list in the next two years will be a home run. Councilmember Jensen congratulated  
127 Director Yost on completing so many projects. Councilmember Wright asked about improving  
128 relationships and communication with the development community and land owners. Director Yost said  
129 Economic Development/City Planner Wiese has the experience, bandwidth, and connections to act as  
130 the communicator between developers and land owners and the general plan process will increase those  
relationships. A third staff priority is informing the council and public about what is in the development



132 pipeline. Councilmember Millsap asked about the so many plans that are completed but not implemented  
133 and asked if parking should be a priority. Director Yost said many plans have racked up adoption without  
134 implementation and will be addressed with the general plan update. Councilmember Millsap agreed and  
135 said many plans interlock. Director Yost said staff has created many plans and is working to not let them  
136 gather dust.

137 Mayor Packard asked for any more comments. Director Stapley reported that one year ago today,  
138 at the peak of the 2023 record snow runoff, Hobble Creek was running at 859 cfs (cubic feet per second)  
139 at midnight. Today it is at a reasonable 133 cfs. Mayor Packard said last year the creek was completely  
140 full out at the Westfields streamflow monitor.

### 3. ADJOURNMENT

141 **Motion:** Councilmember Snelson moved to adjourn the meeting at 6:56 p.m. **Councilmember Jensen**  
142 **seconded** the motion. **Voting Yes:** Councilmember Crandall, Councilmember Jensen, Councilmember  
143 Miller, Councilmember Snelson, and Councilmember Sorensen. The motion **Passed Unanimously; 5-0**

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

144 *The Springville City Council may temporarily recess the work/study meeting and convene in a closed  
145 session to discuss the character, professional competence, or physical or mental health of an individual,  
146 pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as  
147 provided by UCA 52-4-205.*

148 There was none.

149 *This document constitutes the official minutes for the Springville City Council Work/Study Meeting held on Tuesday, May 14, 2024 I,  
150 Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting Deputy Recorder for Springville City, of Utah County, State  
151 of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday, May  
152 14, 2024.*

153 DATE APPROVED: \_\_\_\_\_  
154 \_\_\_\_\_  
155 Jennifer Grigg  
156 Deputy Recorder





MINUTES  
Springville City Council Work/Study Meeting - June 04, 2024

2 MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON  
2 TUESDAY, JUNE 04, 2024 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,  
SPRINGVILLE, UTAH.

**Presiding and Conducting:** Mayor Matt Packard

<b>Elected Officials in Attendance:</b>	Craig Jensen Logan Millsap Jake Smith Mike Snelson Mindi Wright
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**City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Community Development Director Josh Yost, Administrative Services Director Patrick Monney, Internal Services Director Scott Sensanbaugher, Library Director Dan Mickelson, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey Child, Public Works Director Brad Stapley, Public Safety Director Lance Haight.

**CALL TO ORDER** - Mayor Packard welcomed everyone and called the Work/Study meeting to order at 5:33 p.m.

## COUNCIL BUSINESS

## 1. Calendar

- Jun 11 - Work Study Meeting 5:30 p.m.
- Jun 18 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Jul 02 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- July 04 - Independence Day Observed (Civic Center Closed - Thursday)

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

- a) Invocation - Councilmember Jensen
- b) Pledge of Allegiance - Councilmember Wright
- c) Consent Agenda
  - 2. Approval of minutes for the May 21, 2024 work meeting and regular meeting
  - 3. Approval of the fireworks ban for the wildland interface and high-risk areas - Fire Chief Clinton

Mayor Packard asked if there was any discussion on the consent agenda. There was none.

### 3. DISCUSSIONS/PRESENTATIONS

#### a) Discussion Regarding Impact Fees - Troy Fitzgerald, City Administrator

Troy reported on the topic of impact fees during the city council meeting. Troy asked the council if the service level was correct, whether to take more risk on future costs or to fully fund these costs. It was noted that construction inflation had risen by 40%.

Troy explained that an impact fee is an attempt to calculate the costs of adding a home or business to the city's systems, with the City determining the service level. Troy inquired whether development should cover 100% of their impact to join the community and how this decision would balance with the current housing shortage and the desire for new businesses and homes.

Troy noted that, by law, existing deficiencies cannot be paid for by impact fees and highlighted that some infrastructure falls under this category. It was explained that the Council will adopt the level of service with input from staff and consultants and that the chosen level of service will drive the cost to citizens.

Troy asked the council, as the master plans are completed should the staff reconsider service levels. The staff will present master plans and impact fees over the next few months.

Councilmember Millsap expressed that while a high level of service is great, there are also maintenance and replacement costs.

Troy inquired if the projects were being completed at the planned cost. Troy explained that once the plan is finalized, there would be a maximum limit that cannot be exceeded, but justification for changes could be made before finalization. He asked the council if they wanted to see more information on other cities. Councilmember Snelson stated that it was important to see where we are compared to other cities.

Troy discussed the concept of fully funding impact fees, noting that the impact fee process could return the maximum allowable fee. It was mentioned that currently adopted fees could be underfunded if set lower than necessary.

The council expressed an interest in seeing service level ideas, with an idea of the maximum.

Mayor Packard expressed a desire for an annual review and suggested conducting a true-up with other cities to compare the maximum and minimum fees.

Councilmember Wright would like to see historical data on collections.

Councilmember Smith requested a list of the existing impact fees along with their corresponding percentages.

Councilmember Snelson requested to see the reasoning behind why the city is not collecting 100% of the impact fees.

Troy stated he would come back in a work session with more information.

#### b) Communication Policy - Brad Stapley, Public Works Director

Brad presented the Communication Outreach Policy, which establishes how the city communicates with the public and the manner in which this is done. The policy ensures that notifications are given to property owners, citizens, and businesses, allowing them to anticipate, plan for, and respond to activities that are not part of the normal day-to-day processes or routine.

Councilmember Snelson remarked that people want to understand the "why" behind disruptions and suggested that this should be explained in the notices.

Mayor Packard suggested using door hangers more frequently for communication, noting that not all citizens use or see social media.

Councilmember Millsap emphasized the importance of being mindful and accepting feedback from the public.

## MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

88 **ADJOURNMENT CLOSED SESSION IF NEEDED - TO BE ANNOUNCED IN MOTION**

89 *The Springville City Council may temporarily recess the meeting and convene in a closed session as  
90 provided by UCA 52-4-205.*

92 **ADJOURN**

93 **Motion:** Councilmember Snelson moved to adjourn the work meeting at 6:59 p.m. **Councilmember Millsap**  
94 **seconded** the motion. **Voting Yes Councilmember Jensen:** Councilmember Jensen, Councilmember  
95 Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion  
96 **Passed Unanimously; 5-0**

98

100

101 *This document constitutes the official minutes for the Springville City Council Work/Stu*

102 *dy Meeting held on Tuesday, June 04, 2024.*  
103 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,*  
104 *State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this meeting held on Tuesday,*  
105 *June 04, 2024.*

106

107 *DATE APPROVED:* \_\_\_\_\_

108

109 \_\_\_\_\_

110

111 *Kim Crane  
City Recorder*



Springville City Council Regular Meeting - June 04, 2024

2 MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY,  
2 JUNE 04, 2024, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE,  
UTAH.

**Presiding and Conducting:** Mayor Matt Packard

<b>Elected Officials in Attendance:</b>	Craig Jensen Logan Millsap Jake Smith Mike Snelson Mindi Wright
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**City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Community Development Director Josh Yost, Administrative Services Director Patrick Monney, Internal Services Director Scott Sensanbaugher, Library Director Dan Mickelson, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey Child, Power Director Jason Miller, Public Works Director Brad Stapley, and Public Safety Director Lance Haight.

## CALL TO ORDER

Mayor Packard called the meeting to order at 7:04 p.m.

## INVOCATION AND PLEDGE

Councilmember Jensen offered the invocation, and Councilmember Wright led the Pledge of Allegiance.

## APPROVAL OF THE MEETING'S AGENDA

**Motion:** Councilmember Millsap moved to approve this evening's agenda as written. Councilmember Snelson seconded the motion. **Voting Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously: 5-0.**

## **MAYORS COMMENTS**

Mayor Packard welcomed the Council, staff, and those in attendance.

## CEREMONIAL

1. **Recognition of the 2024 Art City Days Dignitaries - Stacey Child, Parks and Recreation Director**  
Stacey presented the Art City Days dignitaries. Springville is home to many outstanding people, and every year the best of the best are chosen to be honored during Art City Days! The Art City Days Committee chooses the annual Grand Marshal and Resident Artist. The Business of the Year and the Citizen of the Year are named by the Springville-Mapleton Area Chamber of Commerce. The following

44 2024 Art City Days dignitaries were recognized. Grand Marshalls Ralph and Janet Snelson, Resident  
Artist Leslie Duke, Citizen of the Year Dr. Harold Davis, Business of the Year Nebo Credit Union

46 **PUBLIC COMMENT**

48 Mayor Packard introduced the Public Comment section of the agenda and inquired if there were  
any written requests to speak. There were none.

50 **CONSENT AGENDA**

52 2. Approval of minutes for the May 21, 2024 work meeting and regular meeting  
3. Approval of the fireworks ban for the wildland interface and high-risk areas - Fire Chief Clinton

54 **Motion:** Councilmember Snelson moved to approve the consent agenda as written. Councilmember  
56 Smith seconded the motion. **Voting Yes:** Councilmember Jensen, Councilmember Millsap,  
Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed  
58 Unanimously; 5-0**

60 **Regular Agenda**

62 4. **Consideration of an Ordinance adopting Moderate Income Housing Elements of the General  
Plan - Carla Wiese, Planner**

64 Carla reported that the State code requires a Moderate-Income Housing Plan to be included in  
the City's General Plan. The Moderate-Income Housing Plan must include implementation strategies  
selected from a list outlined in the state code. The City must report annually on the progress of each  
strategy. State code requires the city to demonstrate progress in three strategies. To be prioritized for  
certain state transportation funding, we must show progress in five strategies. In the last report of  
66 August 2023, Springville City demonstrated progress in four out of the five strategies. In preparation for  
68 the upcoming annual report, they identified certain adopted strategies that have been nearly completely  
implemented and can no longer show further progress. Therefore, new strategies need to be adopted.  
70 Councilmember Snelson asked how often they need to report to the state. Carla reports yearly by  
August 1<sup>st</sup> of the previous year.

72 **Motion:** Councilmember Wright moved to approve **Ordinance #06-2024** amending the General Plans'  
74 Moderate Income Housing Plan to add new implementation strategies as listed in Exhibit A  
76 Councilmember Jensen seconded the motion. **Roll Call Vote; Voting Yes:** Councilmember Jensen,  
Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright.  
78 The motion **Passed Unanimously; 5-0. Ordinance #06-2024 Adopted**

80 5. **Arts Master Plan Update - Emily Larsen, Museum of Art Director**

82 Emily reported on the Arts Master Plan, outlining the expected timeline and plan adoption  
scheduled for August. She provided detailed information regarding the "Art City Vision" and highlighted  
what Springville is known for in relation to its arts and cultural initiatives.

84 6. **A Look at Sales Tax - Troy Fitzgerald, City Administrator**

86 Troy presented a report on the breakdown of sales tax received by the city. It was noted that in  
recent years, the legislature had imposed fees against city sales tax to fund state programs. Bruce added  
88 that sales tax is the single most volatile revenue source for the general fund due to fluctuating sales.

88 **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**



90 Mayor Packard asked for any further comment. There were none.

92 **CLOSED SESSION, AND ADJOURNMENT IF NEEDED - TO BE ANNOUNCED IN MOTION**

94 *The Springville City Council may adjourn the regular meeting and convene into a closed session as provided by UCA 52-4-205.*

96 **ADJOURNMENT**

98 **Motion:** Councilmember Millsap moved to adjourn the regular meeting to closed for property at 8:01 p.m.  
100 **Councilmember Snelson seconded** the motion. **Voting Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously; 5-0.**

102

104

106 *This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, June 04, 2024.*

108 *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, accurate, and complete record of this meeting held on Tuesday, June 04, 2024.*

110

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

114

Kim Crane  
City Recorder



## STAFF REPORT

**DATE:** June 11, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Holly Wilkinson, Controller

**SUBJECT: MULTI-YEAR CONTRACT AGREEMENT WITH HBME, LLC FOR ACCOUNTING AND AUDIT SERVICES**

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**Recommended Motion:**

Springville City Finance Department staff recommends the Springville City Council approve a resolution approving the multi-year contract with HBME, LLC for accounting and audit services. The Audit Committee has reviewed and concurred with the departments recommendation.

**Executive Summary:**

As requested by the City Council the Finance Department issued a Request for Proposal (RFP) for Independent Audit Services. The purpose of the RFP was to solicit proposals from qualified accounting firms to perform the City's annual financial audit for FY 2024 in compliance with State standards. The RFP contemplates the City extending the contract through fiscal year 2028. After reviewing the submitted RFP's the Finance Department recommends approving a contract with HBME, LLC.

**Focus of Action:**

To approve the contract with HBME, LLC for accounting and audit service for fiscal year 2024 renewing every year through fiscal year 2028.

**Background:**

The City last issued an RFP in 2017 and awarded a contract to HBME, LLC, who have audited the City's finance in each of the last six years. HBME is now very familiar with the City's systems and procedures, but the City Council felt that best practices dictate that we consider an open market process every five years.



### **Discussion:**

After posting the RFP on SciQuest (the State of Utah's procurement platform) and directly mailing the RFP to a number of firms that we know to provide audit services for local governments, three firms provided proposals by the closing date of the RFP: HBME, LLC; Allred Jackson, PC, and Larson & Company.

The proposals were reviews by staff of the City's Finance Department: Holly Wilkinson, Controller, Heather Penni, City Treasurer, and Bruce Riddle, Finance Director. The consensus preferred proposal was from HBME. HBME proposes to switch the lead auditor from Robert Wood, CPA (who has been the lead auditor for the last six years) to another partner in the firm, Jeffrey Miles, CPA with additional report review by partner Aaron Hixson, CPA.

In our evaluation, we think there are four factors that make HBME less expensive and/or a better value:

1. In an average year, we spend between \$3,000 and \$5,000 per year in accounting services and consulting dollars that are outside the base audit contract. These are charges for services such as implementation of new GASB pronouncements, treatment of peculiar accounting scenarios, etc. These consulting fees are typically at the partner-level billing rate. HBME's partner-level billing rates are 32% and 45% less expensive than Allred Jackson and Larson respectively. This translates to between and \$1,265 and \$1,800 / yr. savings if we assume \$4,000 in annual consulting costs.
2. In year one, if we go with a new auditor, we're estimating that we'll spend approximately \$3,500 in Springville staff time in supporting the new auditor to get our chart of accounts loaded and mapped in their software, explain and produce financial policies and procedures, and orient them to the organizational structure of the city. Because HBME already has that loaded and are oriented to the city, we won't have to expend that extra staff time.
3. Any year that we are awarded more than \$750k in federal grants, we're required to complete a Single Audit, which is a separate audit that complies with federal standards and is submitted to the federal government. The last two Single Audits we had performed by HBME were \$3,500 and Allred Jackson and Larson's fees are proposed at \$7,000 and \$4,000 respectively.
4. Finally, if we consider the amount of each firm's staff time proposed by position to be allocated to the audit functions, HBME provides the best value. HBME allocates 40 hrs. of partner-level time, while Allred Jackson and Larson propose



only 20 and 15 hrs. respectively. The balance of the work is done by lower-level employees of the firms.

For these reasons, we think HBME provides the best value and results in a lower overall costs.

**Alternatives:**

The council can switch to one of the other proposals from Allred Jackson or Larson & Company or go back out for a new RFP. But they are required by state law to have an audit performed by the end of the year.

**Fiscal Impact:**

5-year contract value

	Allred Jackson	Larson	HBME
Base audit	\$ 147,500.00	\$ 150,100.00	\$ 153,000.00
Yr 1 costs	\$ 3,355.00	\$ 3,355.00	\$ -
Single audit (assume 2 audits)	\$ 14,000.00	\$ 8,000.00	\$ 7,000.00
Consulting	\$ 26,335.00	\$ 29,000.00	\$ 20,000.00
	\$ 191,190.00	\$ 190,455.00	\$ 180,000.00

**RESOLUTION 2024-\_\_**

**A RESOLUTION APPROVING THE CONTRACT WITH HMME, LLC FOR ACCOUNTING AND AUDITING SERVICES FOR FISCAL YEAR 2024 RENEWING EVERY YEAR THROUGH 2028.**

WHEREAS the City Council requested the Finance Department issue a Request for Proposal (RFP) for Independent Audit Services.

WHEREAS the purpose of the RFP was to solicit proposals from qualified accounting firms to perform the City's annual financial audit for FY2024 in compliance with State standards.

WHEREAS the RFP contemplates the City extending the contract through fiscal year 2028.

WHEREAS the finance department after reviewing the submitted RFP's recommends approving a contract with HBME, LLC.

NOW THEREFORE, BE IT RESOLVED THE SPRINGVILLE CITY COUNCIL approves the contract with HBME, LLC for accounting and audit services for fiscal year 2024 renewing every year through fiscal year 2028.

APPROVED AND ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PASSED AND APPROVED this 18<sup>th</sup> day of June, 2024.

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Matt Packard, Mayor

ATTEST:

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Kim Crane, City Recorder

## **AGREEMENT**

This Agreement (“Agreement”) dated effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, is between The City of Springville, a Utah Municipal Corporation, (“City”), 110 South Main, Springville, Utah 84663 and HBME, LLC (the “Contractor”), 559 W 500 S Bountiful, Utah 84010.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants of the parties set forth herein, the parties hereto hereby agree as follows:

**Responsibility of Service:** During the term of this Agreement, Contractor agrees to provide accounting and audit services for Springville City with specific duties as set forth in Exhibit A – RFP 2024-03.

**Contract Price and Payment:** The contract price for the services provided by Contractor are set forth in Exhibit A – RFP 2024-03 with the first year of service starting for fiscal year 2024 and is renewable for 4 years through fiscal year 2028.

**Term of the Contract:** Contractor agrees to commence the services required under this Agreement in June, 2024 and the entire services performed must be completed on or before November 15, 2024 with the agreement being renewed for the next 4 years through 2028. In the event the parties mutually decide to renew this Agreement beyond the term outlined in this Agreement, the parties shall negotiate new terms, conditions and provisions to this Agreement.

**Default:** A default hereunder shall occur if either party shall default in the performance or observation of any covenant or condition of this Agreement to be performed or observed, or by breach of any duty set forth in Exhibit A hereto. If Contractor fails to complete its assigned duties as set forth herein, Contractor shall be in default.

**Remedies:** In the event of any breach or default of this Agreement by either party hereto, as defined in the section entitled “Default,” then this Agreement may be declared terminated by the non-breaching party. This Agreement and the terms and conditions shall then expire upon receipt of the notice of termination by the breaching party. The rights and remedies afforded to the non-breaching party in the foregoing sentence shall not be exclusive, but shall be in addition to all other legal rights and remedies. The exercise of any right or remedy by the non-breaching party shall not be to the exclusion of any other right or remedy.

**Termination:** This Agreement may be terminated at any time by either party with 30 days prior written notice of termination.

**Independent Contractor:** Contractor’s relationship with City under this Agreement shall be that of an independent contractor. Contractor certifies that he has done work for others in a similar capacity. All training of Contractor’s employees, if any, shall be done by Contractor and

not by the City. Contractor is exercising its own discretion in the method and manner of performing its duties, and the City will not exercise control over contractor or its employees.

**Taxes and Laws:** Contractor acknowledges that, as an independent contractor, Contractor is responsible for paying all state and local taxes. Contractor is responsible for workman's compensation and other insurance required by law. Contractor certifies that Contractor has complied with all Federal, State and Local laws regarding business licenses, permits and certificates.

**Time is of the Essence:** Both parties acknowledge that time is of the essence.

**Indemnity:** Contractor and its successor and assigns hereby agrees to indemnify, defend (with counsel acceptable to the City) and hold the City, its elected officials, officers, employees and volunteers harmless from any and all liens, encumbrances, costs, demands, claims, judgments, injuries, employee claims and/or damage caused or arising out of (a) the acts and omissions of Contractor and its agents, servants, employees, and/or contractors and (b) any work performed by the Contractor, its agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

**Insurance:** Contractor shall provide the following minimum insurance coverage or greater if required by law. All such insurance shall be primary to any insurance maintained by Owner, and Contractor shall name Owner as additional insured with waiver of subrogation on the liability insurance coverage:

- a. The Contractor's Worker's Compensation Insurance shall be written for not less than the statutory limits for the locale of the Project, and the Contractor's Employer's Liability Insurance shall be written for not less than \$1,000,000.
- b. The Contractor's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$1,000,000 each occurrence.
- c. The Contractor's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Completed Operations insurance must be kept in effect for 2 years after completion of work.
- d. The Contractor shall not commence Work under this Agreement until all of the insurance required herein shall have been obtained by the Contractor. The Contractor shall furnish to the Owner Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that Owner will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.

**Miscellaneous:**

**Attorney's Fees:** If any party is required to retain legal counsel in order to enforce this Agreement, with or without the commencement of a formal legal action, such party shall be entitled to recover its attorney's fees and costs from the breaching party or parties. In addition,

City shall be entitled to attorney's fees and costs for all expenses arising out of a default by the Contractor.

**Change Orders:** The parties may agree to change the scope of the work contained in the Project. Change Orders must be in writing and signed by both parties. Change Orders must contain the change agreed upon and a specific cost or credit associated with the change in work.

**Binding Effect:** This Agreement shall be binding on the parties and their respective heirs, successors and assigns.

**Governing Law:** This Agreement shall be governed by the laws of the State of Utah.

**Modifications:** This Agreement shall not be amended or modified except by written document signed by the party to be charged with such amendment or modification.

**Notices:** Any notice, demand, request, consent, approval or other communication (collectively, the "Notices") required or permitted to be given by any provision of this agreement shall be in writing and sent by hand-delivery, by special courier (for example Federal Express), by United States Certified Mail (return receipt requested, postage prepaid), or by telefax, addressed to the party to be so notified. Notice pursuant to this Agreement shall be deemed given pursuant to the following rules: if hand delivered, at the time of delivery; if sent by special courier, on the third (3rd) day after deliver to the courier; if mailed, on the later of the date of receipt or the third day after deposit thereof in the United States Mails; and if sent by telefax, on the date that the telefax is acknowledged as received.

**Assignment:** Contractor may not assign this Agreement without the written consent of City.

**No Waiver:** No failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

**Section Headings:** The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective for all purposes as of the date first written above.

CITY OF SPRINGVILLE

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

MAYOR MATT PACKARD

Attest:

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KIM CRANE, CITY RECORDER

CONTRACTOR - \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**RFP 2024-03**

**SPRINGVILLE CITY CORPORATION**

**RFP # 2024-03**

**PROPOSAL FOR:  
INDEPENDENT AUDITING SERVICES  
AND  
PREPARATION OF FINANCIAL REPORTS**

**JUNE 30, 2024 – JUNE 30, 2028**

**HBME, LLC  
559 West 500 South  
Bountiful, UT 84010  
(801) 296-0200  
(801) 296-1218 (fax)**

**Contact Person – Aaron R. Hixson, CPA  
Email Address: [aaron@hbme.com](mailto:aaron@hbme.com)  
[www.hbme.com](http://www.hbme.com)**

**May 24, 2024**

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COMMITTED. EXPERIENCED. TRUSTED.

MICHAEL L. SMITH, CPA  
JASON L. TANNER, CPA  
ROBERT D. WOOD, CPA  
AARON R. HIXSON, CPA  
TED C. GARDINER, CPA  
JEFFREY B. MILES, CPA  
JESSE S. MALMROSE, EA

MONTANA T. HADLEY, CPA  
NATHAN E. ERICKSON, EA

May 24, 2024

Springville City Corporation  
Attn: Bruce Riddle, Finance Director  
110 South Main Street  
Springville, UT 84663

To the Selection Committee:

Thank you for inviting us to submit a proposal to provide professional auditing services to Springville City Corporation (the City). We appreciate the information you sent to us and the time your staff spent explaining your current needs. You would continue to be an especially important client to our firm. The services we perform for you will receive our highest priority. We believe we have the means to provide a quality audit with vital knowledge and superior staffing to meet your needs.

We would be very pleased to serve as your independent accounting firm, and we hope that our proposal conveys our desire and qualifications to fulfill your current and future professional needs.

You will benefit from our services in the following ways:

- **EXPERIENCED PROFESSIONALS:** Nine of our professionals are partners and five are directors or managers, out of a total of 28 personnel. At HBME, LLC, our partners and managers work closely with clients. As a result, you will have our personal attention whenever needed. We will also give you the continuity of service you expect.
- **MUNICIPAL GOVERNMENT AUDIT EXPERIENCE:** Collectively and individually, our audit team has many years' experience in performing and managing governmental entity audits (approximately 31 governmental entities), including Federal Single Audits and Utah State Compliance Audits. Some of our current clients similar to the City include: Draper City, Provo City, Layton City, Riverton City, Ogden City, Clearfield City, Hyrum City, Pleasant Grove City, and Kaysville City. Our audit professionals have experience ranging from 2-31 years.
- **TIMELINESS:** We will meet your deadlines. Our professionals are trained to anticipate, identify and respond to your needs in a timely manner. We will work closely with your management team to optimize our audit services to your needs. We believe in clear, up-front and open communication with no surprises. We understand and will comply with the schedules and scope for the audit, as outlined in your Request for Proposal, and will perform all work within the time frames outlined. We understand the transition from one professional services

**FOUNDERS**

E. LYNN HANSEN, CPA  
CLARKE R. BRADSHAW, CPA  
GARY E. MALMROSE, CPA  
EDWIN L. ERICKSON, CPA

firm to another can be the cause of some inconvenience to the City's management and staff. We understand this dynamic and realize the decision to change service providers is not one to be taken lightly. Our firm does have the capability to rotate audit partners and managers on engagements, if required, but we also see a great benefit to your City when continuity of staff is maintained based on organizational knowledge and experience gained from servicing your professional needs. We are flexible though and have the capacity to service your audit needs with many experienced professionals.

- **FEES:** We can provide you with timely, high-quality professional work at a reasonable fee. We have proposed fees that reflect our sensitivity to potential budget constraints and program needs of the City. The fee for the audit includes routine phone calls and meetings during the year. Prior to performing any specialized services, we will discuss an estimate of the fee and obtain your approval before commencing work on special projects. The choice of services is always yours, and you always have control over fees.
- **VALUE:** We value our business relationships and demonstrate this through our partner and manager involvement. Our senior level professionals are involved with our clients and are accessible throughout the year. They do not delegate all tasks to staff, but rather stay involved onsite during fieldwork as well as staying connected throughout the year. This approach delivers the greatest benefit to our clients in that we are able to stay abreast of changes in and updates to our client's operating environment and partner with them to achieve optimal results. Our clients offer a wealth of knowledge and information about their organization and communicating with them as a business partner ultimately produces the best outcome.

These key benefits will become a reality as we work closely with you. We hope we have given you some additional insight into the manner in which HBME, LLC professionals serve our clients.

We look forward to serving you.

Sincerely,



Aaron R. Hixson, CPA  
Partner

## Proposal to Serve Springville City Corporation

### PROFILE OF HBME, LLC

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#### BACKGROUND OF FIRM

HBME, LLC (HBME) was formed in April 1980 and is a local firm located in Bountiful, Utah. The firm currently has seven partners with a total of twenty-four employees. We have tailored our practice to serve local governments and small-to-medium size organizations. We work hard to keep current with our clients' needs and make sure their organizational plans become realities.

Our CPA practice is very much a firm; not just practitioners sharing office space. Each professional has an area of specific emphasis; therefore, giving clients the benefits of experts in areas of service. The composition of our staff is as follows:

Partners	9
Directors	1
Managers	4
Seniors	5
Staff/Administrative	9
Total	<u>28</u>

We are unique in our approach to client service. Our partners and managers work directly with each engagement and function as in-charge accountants, rather than merely reviewing the final product. As a result, your engagement is conducted by professionals with extensive years' experience, rather than recent college graduates.

#### GOVERNMENTAL AUDITING EXPERIENCE

We have significant experience with government entities, including financial, Federal Single Audits, and State of Utah compliance audits. We provide auditing or financial statement and accounting assistance to approximately 16 municipalities and 15 other governmental entities that include counties, a school district, and local and special service districts. Each of the auditors have extensive governmental auditing experience, ranging from 2 to 31 years. This experience has allowed us to be efficient, thorough, and committed to meeting all client needs and deadlines. It has also allowed us to share best practices and to examine risks and findings from one entity to the next by sharing our knowledge and ensuring our governmental entities are receiving trusted guidance.

We also have other professional staff who participate in audit engagements, as needed. We will also use administrative staff to assist the audit team, as applicable.

## Proposal to Serve Springville City Corporation

### PROFILE OF HBME, LLC

#### SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES

HBME has been engaged to perform the year-end financial audit services for the following Utah municipalities and other governmental entities through and for the year ended June 30, 2023 or December 31, 2023. The completion date for all of the clients listed were within the six-month time frame, as required by Utah State Law. All required submissions were on-time. See contact information in the references section.

Client	Scope of Engagement*	Years Served	Service Through Date	Engagement Partner	Engagement Manager
<b>Municipalities</b>					
Kaysville City	Financial Audit	11 years	6/30/2023	Aaron Hixson	Aaron Hixson
Pleasant Grove City	Financial Audit	8 years	6/30/2023	Aaron Hixson	Shawn Martin
Clearfield City	Financial Audit	2 years	6/30/2023	Aaron Hixson	Shawn Martin
Hyrum City	Financial Audit	1 year	6/30/2023	Aaron Hixson	Shawn Martin
Ogden City	Financial Audit	4 years	6/30/2023	Jeff Miles	Aaron Hixson
Draper City	Financial Audit	10 years	6/30/2023	Robert Wood	Robert Wood
Layton City	Financial Audit	21 years	6/30/2023	Robert Wood	Robert Wood
Taylorsville City	Financial Audit	15 years	6/30/2023	Robert Wood	Robert Wood
Springville City	Financial Audit	7 years	6/30/2023	Robert Wood	Robert Wood
Holladay City	Financial Audit	7 years	6/30/2023	Robert Wood	Robert Wood
Harrisville City	Financial Audit	1 year	6/30/2023	Robert Wood	Robert Wood
Provo City	Financial Audit	17 years	6/30/2023	Jeff Miles	Jeff Miles
Riverton City	Financial Audit	12 years	6/30/2023	Jeff Miles	Shawn Martin
Park City	Financial Audit	1 year	6/30/2023	Jeff Miles	Jeff Miles
Bluffdale City	Financial Audit	18 years	6/30/2023	Jeff Miles	Shawn Martin
Millcreek City	Financial Audit	6 years	6/30/2023	Jeff Miles	Jeff Miles
<b>Other Governmental Entities</b>					
Provo City School District	Financial Audit	11 years	6/30/2023	Aaron Hixson	Shawn Martin
Morgan County	Financial Audit	7 years	12/31/2023	Aaron Hixson	Shawn Martin
Wasatch County	Financial Audit	3 years	12/31/2023	Jeff Miles	Shawn Martin

\* Financial audit services include Federal Single Audits and Utah State Compliance requirements

#### GFOA CERTIFICATE OF ACHIEVEMENT EXPERIENCE

Many of the clients listed above prepare an ACFR and submit their financial statements for GFOA certification annually. These entities have successfully been awarded and received the GFOA Certificate of Achievement for Excellence in Financial Reporting for each of the years for which we have been engaged to provide their audit services. HBME assists these clients in ensuring the submitted statements are of the highest possible quality and comply with certificate of achievement requirements.

#### INDEPENDENCE WITH RESPECT TO SPIRNGVILLE CITY

We affirm that HBME personnel are independent in relation to the City, as defined by the American Institute of Certified Public Accountants and by the Government Auditing Standards, 2024 revision, published by the U.S. General Accounting Office. We have maintained that independence the past five years while serving as your independent auditors.

## **Proposal to Serve Springville City Corporation**

### **PROFILE OF HBME, LLC**

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#### **COMMITMENT TO STAFF CONTINUITY**

We take pride in the low amount of staff turnover our firm has experienced over the years. During the past five years, we have had two employees and one intern leave our firm. We understand the importance our clients place on continuity of service and commit to you that the partners, managers and staff assigned to your engagement will not be reassigned to other clients.

#### **COMPUTER AUDITING AND OTHER SOFTWARE CAPABILITIES**

All of our personnel have significant computer experience and auditing computerized systems. We have experience in using various audit software packages of local governments, including Tyler Technology, Cayenta, Caselle, and many others, and in using computers to enhance audit efficiency. We also have assisted various governmental clients in general ledger and ERP software transitions. We recognize the many complexities of this significant change, especially relating to the external reporting process, and believe our staff can help ease the stresses as they relate to the audit.

#### **PROFESSIONAL LICENSES**

We affirm that HBME, LLC (a Utah-based Limited Liability Corporation) is properly licensed to practice as certified public accountants in the State of Utah.

#### **CONTINUING EDUCATION AND QUALITY REVIEW**

All partners and professional staff of HBME receive a minimum of 80 hours of continuing education every two years. All personnel who will be assigned to the City's engagement have received specialized governmental accounting and auditing training, including requirements with Federal Single Audit, Uniform Grant Guidance. We affirm that HBME meets the continuing education requirements contained in *Government Auditing Standards*, 2024 revision, published by the U.S. General Accounting Office.

As a member of the AICPA Private Companies Practice Section, we are required to undergo a peer review every three years. We successfully completed our last peer review in January 2024 and received an unmodified opinion or PASS rating (the highest rating possible). A copy of our last peer review report and letter of comments is included herein, as required by *Government Auditing Standards*, 2024 revision. We affirm that we comply with the quality control review requirements in *Government Auditing Standards*, 2024 revision.

#### **LIABILITY INSURANCE**

We affirm that HBME carries professional liability insurance.

#### **AFFIRMATIVE ACTION**

We also state that during the course of the audit, those employees associated with HBME will not discriminate against any employee who is employed in the work covered by the contract, or against any applicant for such employment because of race, religion, sex, color, age, handicap, or national origin. In addition, these items will not be a factor in consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion or separation.

## Proposal to Serve Springville City Corporation

### QUALIFICATIONS AND EXPERTISE OF STAFF

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#### ENGAGEMENT TEAM

A key element in your selection of a public accounting firm is the people you will work with on the engagement. HBME, LLC professionals have served organizations such as yours throughout their careers. They understand your needs and are highly motivated to help you make your organization even more successful. Shown below are brief descriptions of the responsibilities of those who will be serving you on-site. Their resumes are further detailed on the following pages.

**Aaron R. Hixson, CPA**, Partner, in charge of Accounting & Auditing Services, will be responsible for coordinating and performing all audit services provided, and for the review of all reports. He will help coordinate the drafting of the financial statements and all applicable reports. He will also be closely involved in any special services requested.

**Robert D. Wood, CPA**, Partner, will be responsible for the independent quality control final review of all reports and assistance with any technical issues.

**Jeffrey B. Miles, CPA**, Partner, may be the on-site lead supervisor. He will oversee and perform most of the audit fieldwork and supervise senior and staff accountants. He will also assist in the drafting of the financial statements, as needed.

**Todd H. Sullivan**, Senior Associate, will assist with the performance of audit fieldwork.

**Warren P. Anderson, CPA**, Senior Associate, will assist with the performance of audit fieldwork and review of any work performed by audit associates that could be assigned to assist.

#### FORMAL INVESTIGATION AND OTHER CLAIMS

HBME, LLC, its partners and professionals, are not the focus of any pending or ongoing litigation, formal investigation, or administrative proceedings related to attestation services.

#### FEDERAL OR STATE REVIEWS OF AUDITS

HBME has had no desk or field reviews of its audits by any federal auditors or federal regulators during the past three years. During 2014 and 2018, the Utah State Auditor's Office conducted a field review at our office. HBME received a PASS, based on a PASS/NEEDS IMPROVEMENT/FAIL grade. A copy of this review letter is available upon request.

## **Proposal to Serve Springville City Corporation**

### **QUALIFICATIONS AND EXPERTISE OF STAFF**

---

**AARON R. HIXSON, CPA**  
**Audit Partner**  
**HBME, LLC**

Mr. Hixson has been in auditing for over 22 years. He has had extensive experience with a variety of governmental audit and attestation engagements, including Provo City, Logan City, Riverton City, Ogden City, Clearfield City, Hyrum City, Bluffdale City, and Provo City School District. He specializes in supervising, planning and conducting financial and compliance audits of several cities, special districts, and school districts.

Mr. Hixson is very proficient in IT matters and is charged with all the software used during fieldwork, including specialized auditing tools.

**PROFESSIONAL EXPERIENCE:**

2007 - Present	HBME, LLC
2004 - 2007	Eide Bailly LLP (Boise, ID office)
2002 - 2004	Ernst & Young LLP (Seattle, WA office)

**INDUSTRY EXPERIENCE:**

- Special districts
- City governments
- School districts
- Colleges and universities
- County governments
- Non-profit organizations

**SPECIALIZED TRAINING:**

- Utah State Auditor's Office Local Government Annual Updates
- GFOA Advanced Governmental Accounting Seminar
- Utah Government Finance Officers Conference
- AICPA Conferences for Audit and Accounting Updates

**ACADEMIC EXPERIENCE:**

MBA	University of Utah
B.S. - Accounting	Brigham Young University

**OTHER:**

Member	Utah Association of Certified Public Accountants
Member	American Institute of Certified Public Accountants
Member	Utah Government Finance Officers Association

**Proposal to Serve Springville City Corporation**  
**QUALIFICATIONS AND EXPERTISE OF STAFF**

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**ROBERT D. WOOD, CPA**  
**Audit Partner**  
**HBME, LLC**

Mr. Wood has been practicing as a Certified Public Accountant for over 24 years and has been in the accounting profession for over 27 years. He has had significant experience with several cities, and other government entities, including Murray City, Draper City, Riverton City, Layton City, Provo City, Taylorville City, Herriman City, Kaysville City, Springville City, Holladay City, and Harrisville City. He worked at the Utah State Auditor's Office for over 5 years, working on audits of various State agencies and State universities and colleges. He currently manages our firm's audit practice and also supervises managers and staff during all phases of audit engagements for private businesses, nonprofit organizations, and governmental entities.

Mr. Wood is responsible for audit and review engagements performed by the firm. He also has assisted several Cities and Counties in Utah with their initial conversion to GASB 34 compliant financial statements.

**PROFESSIONAL EXPERIENCE:**

2005 - Present	HBME, LLC (formerly Hansen, Bradshaw, Malmrose & Erickson)
2000 - 2005	Utah State Auditor's Office

**INDUSTRY EXPERIENCE:**

City and County governments	Construction
Special districts	Manufacturing
Colleges and Universities	Wholesale and retail companies
State government	Professional service companies
Nonprofit organizations	

**SPECIALIZED TRAINING:**

GFOA Advanced Governmental Accounting Seminar
Utah Association of CPAs State and Local Government Update Conferences
Utah Government Finance Officers Conference
Local Office Governmental Accounting and Auditing Training
Utah State Auditor's Office Local Government Annual Updates
AICPA Conferences for Audit and Accounting Updates

**ACADEMIC EXPERIENCE:**

MAcc - Audit	Weber State University
B.S.	Weber State University

**OTHER:**

Member	American Institute of Certified Public Accountants
Member	Utah Association of Certified Public Accountants
Member	Government Finance Officers Association
Member	Utah Government Finance Officers Association

## Proposal to Serve Springville City Corporation

### QUALIFICATIONS AND EXPERTISE OF STAFF

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#### JEFFREY B. MILES, CPA

Audit Partner  
HBME, LLC

Mr. Miles has had experience in public accounting for over 18 years. His responsibilities include performance of audits for small and medium-sized businesses, cities, and nonprofit organizations. He also manages our firm practice related to auditing of 401(k) and other retirement plans. Some of his governmental experience includes: Provo City, Riverton City, Ogden City, Park City, Logan City, Bluffdale City, Millcreek City, Pleasant Grove City, Herriman City, Taylorsville City, and Centerville City.

#### PROFESSIONAL EXPERIENCE:

2008 - Present      HBME, LLC  
2006 - 2008      Price Waterhouse Coopers, LLP

#### INDUSTRY EXPERIENCE:

Large and medium sized governments  
Nonprofit organizations  
Wholesale and retail companies  
Manufacturing companies  
Retirement plans/401(k)

#### SPECIALIZED TRAINING:

Utah State Auditor's Office Local Government Annual Updates  
GFOA Advanced Governmental Accounting Seminar  
Utah Government Finance Officers Annual Conference  
AICPA Conferences for ERISA Engagements and Audit and Accounting Updates

#### ACADEMIC EXPERIENCE:

BBA - Accounting Idaho State University

#### OTHER:

Member	American Institute of Certified Public Accountants
Member	Utah Association of Certified Public Accountants
Member	Utah Government Finance Officers Association

**Proposal to Serve Springville City Corporation**  
**QUALIFICATIONS AND EXPERTISE OF STAFF**

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**TODD H. SULLIVAN**  
**Audit Senior**  
**HBME, LLC**

Mr. Sullivan graduated with his master's degree in accounting. He is currently working on achieving his CPA License. Before joining the firm, he was with the Utah State Tax Commission for a year and half, as an Associate Tax Auditor. His responsibilities include performance of audits for small and medium-sized businesses, cities and nonprofit organizations, including Murray City, Draper City, Kaysville City, Provo City, Springville City, Layton City, Pleasant Grove City, Taylorsville City, Holladay City, Logan City, Midvale City, Morgan County, and Wasatch County.

**PROFESSIONAL EXPERIENCE:**

2016 - Present	HBME, LLC
2015 - 2016	Utah State Tax Commission

**INDUSTRY EXPERIENCE:**

Large and medium sized governments  
Nonprofit organizations  
Manufacturing companies  
Professional service companies

**ACADEMIC EXPERIENCE:**

MAcc	Southern Utah University
B.S. - Accounting	Dixie State University

**OTHER:**

Member	American Institute of Certified Public Accountants
Member	Utah Association of Certified Public Accountants
Member	Association of Certified Fraud Examiners

**Proposal to Serve Springville City Corporation**

**QUALIFICATIONS AND EXPERTISE OF STAFF**

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**WARREN P. ANDERSON, CPA**

**Audit Senior  
HBME, LLC**

Mr. Anderson has experience in public accounting for 7 years and as a staff accountant in industry for 1 year. His responsibilities include performance of audits for counties, cities, nonprofit, and other organizations, including Murray City, Ogden City, Layton City, Kaysville City, Springville City, Park City, Oquirrh Recreation and Parks District, Kearns Improvement District, Provo City, Pleasant Grove City, Draper City, Bluffdale City, Wasatch County, Morgan County, and more.

**PROFESSIONAL EXPERIENCE:**

2020 – Present	HBME, LLC, Audit Senior
2019 – 2020	Western States Lodging and Management, Staff Accountant
2018 – 2019	WSRP, LLC, Tax Associate
2016 – 2018	CBIZ MHM, LLC, Tax Associate

**INDUSTRY EXPERIENCE:**

Nonprofit organizations  
City governments  
County governments  
Small to medium-sized companies

**ACADEMIC EXPERIENCE:**

MAcc University of Utah  
B.S. - Accounting Dixie State University

**OTHER:**

Member American Institute of Certified Public Accountants  
Member Utah Association of Certified Public Accountants

## Proposal to Serve Springville City Corporation

### EXAMINATION APPROACH

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At HBME, LLC (HBME), we promise you a better overall experience. While we recognize that multiple firms are capable of accomplishing the objectives of an audit, HBME appreciates that every situation and every organization is different, and we tailor our approach based on the needs of each governmental client.

HBME values its business relationships and demonstrates this through our partner and manager involvement. Our senior level professionals are involved with our clients and are accessible throughout the year. They do not delegate all tasks to staff, but rather stay involved onsite during fieldwork as well as staying connected throughout the year. This approach delivers the greatest benefit to our clients in that we are able to stay abreast of changes in and updates to our client's operating environment and partner with them to achieve optimal results.

#### Communication Method

Additionally, our clients experience a communication approach that stands apart in both style and frequency. Because we recognize that effective communication is critical throughout the entire audit process, our service approach is one where communication begins with planning and continues through the year. Additionally, we take a collaborative communication approach with our clients and include them in the process as our peers. We will communicate with senior level management, a member or members of the City Council, Audit Committees, if applicable, the Finance Director and accounting staff, and other employees throughout the organization in various departments. Our clients offer a wealth of knowledge and information about their organization and communicating with them as a business partner ultimately produces the best outcome.

During the course of our auditing services, we will hold periodic meetings with your management. This continuous communication ensures you are fully informed and provides us with timely information that will enable us to best serve your organization. Prior to beginning the engagement, we will discuss with management:

- The engagement time line
- The audit approach and process
- Additional considerations that may affect scope, schedules and workpapers to be prepared by your personnel
- Risk assessments and other potential areas, departments, or funds of any concerns
- Internal control procedures and updates

#### Audit Sampling

Sampling may be performed for tests of controls, compliance testing and substantive tests of certain accounts and transactions. During our audit of basic financial statements, we will also select various transactions for testing based on materiality assessed at the appropriate level by fund. These transactions may include such items as capital assets additions and dispositions, expenditures, subsequent disbursements and subsequent receipts. We will be pleased to discuss specific sample sizes and selection methods when they are determined, either during audit planning or during fieldwork. We will select the appropriate sample size to support our conclusions in compliance with laws, regulations, and auditing standards.

We will use confirmations in the areas of cash and investments, debt, state retirement systems, and other areas deemed necessary.

## Proposal to Serve Springville City Corporation

### **EXAMINATION APPROACH**

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We will perform tests of the City's compliance with certain provisions of laws, regulations, contracts and grants. We will assess the risk of material misstatement resulting from violations of laws and regulations having a direct and material effect on the determination of financial statement amounts. These laws and regulations can relate to items such as budgetary compliance, purchasing compliance and cash and investment compliance, as well as single audit compliance, as applicable.

We will combine compliance tests of laws and regulations that involve the inspection of documentation supporting transactions with substantive tests of transactions and tests of control procedures.

Our audit will meet all federal and state requirements, as applicable. Samples will be used to the extent necessary to support our conclusions on compliance with laws and regulations.

#### Software

HBME staff utilizes progressive and effective software to streamline the audit process and make it as efficient as possible. The major software products we utilize include:

- **CCH Prosystems Engagement** - Software to facilitate the preparation of audit adjustments and financial statements in a paperless format. System used to house our audit workpapers, including creation and performance of any analytical procedures and performance and satisfaction of client risk assessments.
- **Microsoft Excel** - Software to prepare audit workpapers and schedules.
- **Microsoft Word** - Software to generate audit memos, audit correspondence and audit workpapers.
- **CCH Teammate Analytics** – Analytical software to enhance auditing procedures by performing data analysis to identify certain trends or patterns.
- **CCH Accounting Research Manager** - Internet access of all accounting and auditing standards. Areas include GASB, FASB, AICPA, and other resource material. We can access this material at any given time and can provide a quick response to any technical questions you may have.

Through the use of our Electronic Data Processing (EDP) software, our audit approach delivers an effective and efficient use of time. We have found that we can achieve this objective by obtaining various reports from the EDP system. During the planning phase, we will review your EDP software to determine control features. Our audit procedures will test these features. We will also meet with your information technology staff to identify the ability of your EDP system to generate reports and information, which we can use throughout the audit to supplement or replace other audit procedures. Potential data to be downloaded from the City's server includes trial balances, disbursement ledgers, and payroll ledgers.

#### Analytical Procedures

HBME will apply analytical procedures throughout general planning to improve our understanding of your operations and to identify audit areas for increased attention. These will be applied to assist in planning the nature, timing and extent of other procedures. They will be applied to all balance sheet, revenue/receipt and expense/expenditure areas. These procedures include, but are not limited to, the

## **Proposal to Serve Springville City Corporation**

### **EXAMINATION APPROACH**

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comparison of current year to prior year and budget amounts. Areas that show results different from those anticipated or planned will be further investigated to determine the validity of the variance.

#### Audit Hour Estimates

Providing our clients with effective and efficient audit services is very important to us. We recognize the importance of ensuring our audit team is assigned to each audit area, based on our risk-based approach. The estimated hours, by staff level, is determined by the partner and managers during the planning phase and is monitored throughout all phases of the audit engagement. Refer to these costs in Proposed Audit Fees section.

#### Internal Controls Approach

The approach we will take to gain an understanding of your internal controls includes:

- Interview City personnel
- Review organizational charts, accounting and procedure manuals and programs
- Complete internal control questionnaires
- Write-up or review of system narratives
- Evaluate items selected for testing
- Review controls over financial information systems

In addition, our engagement approach is based on two key assumptions:

- Observations we believe will help the City achieve its objectives will be shared. We will also be pleased to respond to inquiries you may have about financial or other business matters.
- The assistance to be provided by your personnel, including the preparation of schedules and analyses of accounts, will be discussed with the Finance Department. The timely completion of this work will assist us in performing our work efficiently.

#### Compliance with Laws and Regulations

During the planning process, we will discuss with the City's management and personnel the laws and regulations to which the City is subject. The object of our discussion will be to determine those laws and regulations that could have a material impact on the financial statements. Pertinent to our discussion will be our knowledge of such laws and regulations, and our knowledge of *Government Auditing Standards*. We are aware of the applicable requirements and consider them when determining the necessary audit procedures for the City.

#### Audit Strategy

HBME's strategy for approaching the audit is to deliver value by remaining true to practices that have worked well for our clients in the past:

- Hire only talented individuals with a passion for client care.
- Treat our employees right and provide educational and professional advancement opportunities to minimize turnover.
- Assign highly qualified professionals with government experience.
- Maintain stability on audit teams from year to year to enhance our relationship with our clients, make the best use of their time, and to deliver consistent service.

## Proposal to Serve Springville City Corporation

### EXAMINATION APPROACH

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These core practices are often cited by our clients as the reasons they chose to be and remain as HBME clients.

#### Client Responsibilities

The following represents the type of information we request during the audit process:

- Reconciliations of detailed subsidiary ledgers to the general ledger
- Analysis of account balances
- Provide documentation to support balances and transactions
- Preparation of confirmations and internal control and other questionnaires
- Prepare financial statements

#### Audit Objectives

The primary objective of our audit procedures is to enable us to issue opinions on the City's financial statements.

- A. Our audit procedures are conducted in accordance with auditing standards generally accepted in the United States of American and *Government Auditing Standards* and will include tests of accounting records and other procedures considered necessary to enable the expression of such opinions.
- B. Our audit procedures are designed to obtain reasonable assurance about whether the financial statements are free of material misstatement using accounting principles generally accepted in the United States of America.
- C. The audit procedures include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. The audit procedures also include discussions with management, an assessment of the quality of the accounting principles used and significant estimates made, as well as evaluating the overall consistency of the financial statements and related disclosures.
- D. The audit procedures also include, when required, testing compliance with the Subpart F of the new Omnibus (OMB) and other federal grant requirements. We will obtain evidence supporting the related revenues and expenditures, and disclosures in the financial statements.

#### Management Letter Reporting and Communications

There are many ways to say the same thing. We understand that our job is to communicate information to you, regardless of its nature. To build a better client experience, we focus on employing communication styles that are collaborative rather than combative. By keeping our communication positive, friendly, and open, we believe we can create positive discussions with our clients.

As we identify issues during the audit, we focus on communicating information as early as possible, which results in concluding the audits without springing surprises on our clients at the end of the process. By keeping the lines of communication open and properly planning the audit, we can keep the process moving in an efficient manner.

## Proposal to Serve Springville City Corporation

### EXAMINATION APPROACH

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#### Planning

During this phase, we determine the timing of the various procedures, complete logistical arrangements, arrange for assistance to be provided by personnel from the City, and prepare the audit work programs. We believe the planning component is important to the process as it helps properly address changes and concerns prior to commencement of the audit field work. For this reason, we spend a significant amount of our time in the planning phase. We will also complete a risk analysis, develop a better understanding of the City, perform preliminary review procedures, and assess fraud risk factors in accordance with SAS 99 as well as SAS 104-111. In addition, we will perform selected compliance testing and fraud risk documentation.

The following outline summarizes the elements of the planning phase:

1. Assess Risk

- a. The partners and managers review and identify estimates to determine areas of risk in relation to the financial statements.
- b. Management override of internal control can significantly impact the financial reporting process. We consider this in our planning and timing of procedures for the City.

2. Identify Issues

- a. During the planning phase, we will also have pre-engagement planning discussions with the City's management, City Council Members, and Audit Committee (if applicable), to discuss accounting issues, changes in the financial statements, and other issues affecting the audit process.
- b. Our audit team will review interim financial statements. This review provides us with information necessary to help plan our audit and develop questions.

3. Document Systems

Through discussions held with personnel from the City and the completion of various questionnaires, we develop an understanding of your financial reporting process and internal controls. We reassess the procedures and controls annually and appropriately plan the audit to address any concerns. We address any concerns identified in connection with this review in our letter of comments to the City Council.

4. Consideration of Fraud

Auditors have a responsibility to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. HBME's audit approach has historically addressed many of these issues in accordance with our internal policies. Accounting standards require us to properly and adequately provide documentation regarding fraud risk factors and our response to those factors that could impact the City.

## Proposal to Serve Springville City Corporation

### EXAMINATION APPROACH

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#### 5. Tailor Audit Approach

After considering the above factors, we design audit procedures to address changes and difficult areas, including any areas needing additional emphasis. Examples include using data extraction software to analyze various accounts and transactions.

#### Preparing/Internal Control

During this phase, we will review the internal control systems for the City and review Council minutes. We will also review agreements entered into during the current year. In addition, we will perform some preliminary substantive procedures.

The following outline summarizes the elements of the preparing phase:

##### 1. Communicate Expectations

We will set audit fieldwork time frames for both interim and year-end testing. We will communicate regularly with City personnel and audit committee members, if applicable, throughout the audit process. We will also set report delivery times for both drafts and final copies of the financial statements and letter to the City Council and Administration.

##### 2. Conduct Preliminary Analytical Review

Our audit team will review interim financial statements to identify significant or unusual variances from the prior year and from the budget. This information will be used to formulate expectations and will also be used in the fraud risk analysis.

##### 3. Tailor Data and Schedule Requests

We will coordinate information requests and timing of our onsite work with management and make arrangements to meet with personnel from the City involved in the audit.

##### 4. Select Samples and Set Scopes

We will begin making sample selections from preliminary financial information to distribute time requirements of personnel from the City during the audit process.

#### Conducting/Fieldwork

This phase of the audit includes the primary portion of the substantive testing of the financial statements. This testing includes confirming certain accounts and transactions, vouching selected transactions to source documents, analyzing account balances, making inquiries of management and others, and conducting an analytical review of various account balances and the financial statements.

All of our partners and managers have extensive experience with yellow book audits, including drafting financial statements with GASB 34 adjusting entries. We currently draft or assist in drafting ACFRs for many of our clients. We also have significant experience with OMB Subpart F Single Audits for some of our City and nonprofit clients in reference to the Uniform Guidance (Federal Single Audit).

## **Proposal to Serve Springville City Corporation**

### **EXAMINATION APPROACH**

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The following outline summarizes the elements of the conducting phase planned for our audit of the City:

#### **1. Risk-Based Approach**

During fieldwork, we continually reevaluate the risk factors identified during the Planning and Preparing Stages. As we will have a partner and a manager on site, we are able to quickly respond to changes and make the necessary modifications in our audit approach.

#### **2. Tests of Balances and Transactions**

- Utilize computer assisted auditing tools in sampling accounts receivable and account payable transactions, in the review of general journal entries, and the identification of significant or unusual transactions in specific accounts.
- Vouch to source documents for selected items.
- Review activity subsequent to year-end (to substantiate cut-off as well as substantiate liabilities).
- Confirm balances with external sources, such as financial institutions, investment managers and actuaries.
- Determine proper GASB 40 classifications for the investments.
- Determine proper GASB 63, 65, and 68 compliance for deferred outflows, deferred inflows, and net position.
- Determine proper lease and subscription agreement treatments for GASB 87 and 96.
- Work with City to determine and provide a schedule of when all functions of the City will be audited during the five-year contract (based on need and risk assessment).
- We don't plan to use specialists, unless needed for tasks such as arbitrage rebate calculations.

#### **3. Compliance**

We review federal and state statutes to ensure they are being met.

#### **4. Review Estimates**

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

#### **5. Final Analytical Procedures**

We will compare financial statement line items for the current, preceding period and budget amount, analyze the results, and inquire of management and others within the City regarding significant changes. We will also consider whether sufficient audit evidence has been obtained in response to unusual or unexpected balances or relationships. In addition, we will consider whether responses to inquiries throughout the audit about analytical relationships have been vague or implausible or have produced evidence that is inconsistent with other evidential matter accumulated during the audit.

## **Proposal to Serve Springville City Corporation**

### **EXAMINATION APPROACH**

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#### **6. Review of Working Papers and Financial Statements**

The partner and managers will review the working papers. We believe it is important to complete the majority of the working paper reviews in the field to omit the number of phone calls back to your staff and reduce interruptions. In addition to the review conducted by these individuals, the financial statements will be reviewed by a partner not otherwise associated with the audit of the City to obtain a second opinion on the completeness and adequacy of financial statement disclosures and audit procedures.

#### **7. Hold Exit Conference with Management and Audit Committee to Discuss Findings and Reports**

This meeting generally occurs on the last day of fieldwork.

#### **Reporting**

We will issue the audit reports and other letters to the City's Council and will present these reports to the Council at their regularly scheduled meeting. Our comments will address the City's significant accounting policies, management's judgments and estimates related to the financial statements, and other items related to the conduct of the audit. If our audit procedures disclose the existence of reportable conditions or other matters that we feel should be communicated, we will report those items to the City Council.

## Proposal to Serve Springville City Corporation

### PROPOSED AUDIT SCHEDULE

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We sincerely pride ourselves at HBME of never missing a deadline. We will always ensure that hard deadlines with the State, Federal Government, or any other entity will be met. We will also ensure that the City is aware of the deadlines, so that we can work together to be 100% compliant. Our firm has never missed a reporting deadline as required by State and Federal laws.

The following is our proposed schedule for completing the 2019 audit (subsequent audit years will be modified, if needed):

<u>Audit Function</u>	<u>Approximate Dates</u>
Pre-audit conference	Late June - Early July
Review, evaluation and testing of internal control structure, preparation of audit programs, and interim auditing procedures, including state compliance testing	July 1 - 31
Confirmations sent on cash accounts, receivables, bonds and other debt, tax revenues, State Retirement System, etc.	July 1 – 20
Complete interim auditing procedures, year-end financial and compliance auditing procedures, including single audit, if applicable	September – October
Preparation and review of financial statements, preparation of State and Yellow Book reports, including any management letters	October – November 15
Closing conference with City Council, issuance of all Reports	by November 15th

## Proposal to Serve Springville City Corporation

### PROPOSED AUDIT FEES

Our fees are based on the estimated hours required of our professional staff at all levels, estimated hours required of our support staff, and out-of-pocket expenses. The schedule below contains our estimates of the hours required and the proposed audit fees for 2024 through 2028. The fees quoted are a not-to-exceed fee for the services contained in our proposal and includes our out-of-pocket expenses.

<b>Year Ended</b>	<b>Estimated Hours</b>	<b>Audit Total Fees</b>
June 30, 2024	155	\$ 28,000
June 30, 2025	155	29,000
June 30, 2026	155	30,500
June 30, 2027	155	32,000
June 30, 2028	155	33,500
		<b><u>\$ 153,000</u></b>

The fees for the 2024 audit, were determined based on the following rates:

<b>Classification</b>	<b>Standard</b>		<b>Audit Total Fees</b>
	<b>Hourly Rates</b>	<b>Estimated Hours</b>	
Partners	\$ 300	40	\$ 12,000
Manager/Seniors	175	50	8,750
Staff	150	65	9,750
		<b><u>155</u></b>	<b><u>\$ 30,500</u></b>

The proposed fees for 2024 reflect the following adjustments:

Total professional fees at standard hourly rates	\$ 30,500
Discounts: fee at quoted rates and additional discount	(2,500)
Proposed total cost of the 2024 audit	<b><u>\$ 28,000</u></b>

As it is impossible to predict the issuance of new and time consuming standards or other significant changes in the auditing and reporting process, including the financial audit, the single audit, as well as the Utah State Audit Compliance guide, the above fees are based on the nature of the City as it presently exists, under the current standards and procedures, and are also based upon our understanding that your personnel will provide certain schedules and other information on a timely basis that will be required during the course of the audit, and that all information and support provided will agree to the general ledger. The above fees will not change, even under these circumstances, until a conversation occurs with appropriate personnel.

Generally, questions on technical or other matters that arise throughout the year are not charged to you, unless they will require any substantial work on our part (i.e. more than an hour). At this case, we would inform you of this potential and generally bill at our 90% of our standard hourly rates.

#### Single Audit

Should the City require a federal single audit, we will determine an agreeable fee in discussion with appropriate City personnel. Factors that determine the amount of time involved and the fees are generally the number of federal grants and the City's experience with these grants.

## Proposal to Serve Springville City Corporation

### REFERENCES

Below is a list of similar-sized clients of the proposed assigned partner and manager of Springville City Corporation.

<u>Entity</u>	<u>Business</u>	<u>Person(s) to Contact</u>	<u>Phone #</u>	<u>Email</u>
Draper City	Government	John Vuyk, Finance Director	801-576-6318	john.vuyk@draper.ut.us
Provo City	Government	John Borget, Finance Director	801-852-6504	jborget@provo.utah.gov
Riverton City	Government	Kevin Hicks, Administrative Service Director	801-208-3134	khicks@rivertoncity.com
Hyrum City	Government	Todd Perkins, Treasurer	435-245-6033	tperkins@hyrumcity.com
Pleasant Grove City	Government	Denise Roy, Finance Director	801-785-5045	droy@pgcity.org
Taylorsville City	Government	Scott Harrington, CFO/Asst City Mgr	801-955-2004	sharrington@taylorsvilleut.gov
Kaysville City	Government	Dean Storey, Finance Director	801-546-1235	dstorey@kaysvillecity.com
Bluffdale City	Government	Dave Sanderson, Finance Director	801-571-3991	dave@dsaccounting.net
Murray City	Government	Brenda Moore, Administrative Services Director	801-264-2513	bmoore@murray.utah.gov

## Proposal to Serve Springville City Corporation

### REFERENCES

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#### WHY HBME, LLC

We understand that some may think: when it comes to a compliance audit, it doesn't matter who you choose—it's all the same, right? Anyone can check a box and test a number. At HBME, LLC, we are here to tell you, it is different! It does matter! To us, an audit is much more than a few weeks of work every year, after the books are closed; and a client is much more than a scheduled engagement, a task at hand, or a revenue source.

At HBME, we very much value our clients. We strive to develop strong relationships with each of them, and encourage regular contact throughout the year, as questions arise, making both our jobs easier and better. When you relax, close your eyes and picture an auditor, what do you see? A boring, green-visor wearing introvert? An impersonal, unhappy power-hungry accountant with a "gotcha" attitude? Not us! We are funny, happy, and smart! We believe our clients look forward to our arrival, not dread it.

So, why will making HBME your external auditor be the best decision you could make? Because we value and respect our clients and help make their jobs easier through making the audit process better. We are detail oriented, and we also teach and educate about the standards and accounting requirements to help our clients understand and improve their performance, as needed. We truly feel our core values and practices are being committed, experienced, and trusted, which means you will receive excellent service and have a quality product issued in the form of your annual financial statements. We will be your TRUSTED advisor!

#### GOVERNMENT CLIENTS LOST IN THE PAST THREE YEARS

As has been discussed, we value every client and strive to develop strong relationships with them. Evidence of this is our strong retention rate. Of our approximate thirty government clients served over the last three years, NONE have been lost through RFP or any other reason. In fact, we have continued to grow our practice and audit services each year.

## Proposal to Serve Springville City Corporation

### PEER REVIEW REPORT

Larry D. Graham, CPA  
Richard P. Reinmann, CPA  
Stephen A. Willadson, CPA  
Stephanie L. Means, CPA  
Dick A. Montgomery, CPA



Joni Kumor, CPA  
John A. Smith, CPA  
Scott Buckingham, CPA  
Andrew J. Beyeler, CPA  
Melanie J. Urwiler, CPA  
Larry G. Bean, CPA - Of Counsel

January 11, 2024

To the Members of HBME, LLC  
and the Peer Review Committee of the Nevada Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of HBME, LLC (the firm) in effect for the year ended August 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control it to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not preformed or reported in conformity with the requirement of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the firm's system of quality control based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of HBME, LLC in effect for the year ended August 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. HBME, LLC has received a peer review rating of pass.

*Lenhart, Mason & Associates, LLC*

Lenhart, Mason & Associates, LLC

Member American Institute of Certified Public Accountants  
900 Werner Dr., Suite 200 • Casper, WY 82601  
Tel: (307) 234-7300 • Fax: (307) 234-9847, (307) 234-5414

## Proposal to Serve Springville City Corporation

### STATE REVIEW REPORT

---



#### OFFICE OF THE STATE AUDITOR

August 23, 2018

Hansen, Bradshaw, Malmrose and Erickson  
559 West 500 South  
Bountiful, UT 84010

Dear Hansen, Bradshaw, Malmrose and Erickson:

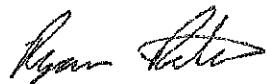
We have completed our review of the workpapers of Pleasant Grove City for the year ending June 30, 2017. **Our review was not a peer review.** The results of our review did not disclose any noncompliance with state requirements or professional standards. However, other miscellaneous items were verbally discussed at the completion of our on-site review and we recommend those suggested improvements be implemented.

The results of our quality reviews of CPA firms and practitioners who audit local government entities will soon be included on our website. Your firm will be noted as receiving a "Pass" rating.

As a reminder, when you audit public accounts of governmental entities you are operating under the delegated authority of the State Auditor, whose authority is detailed in the Utah Constitution Article VII, Section 15. As such, you are expected to achieve a high standard of audit quality in accordance with auditing standards.

We appreciate our professional relationship and your commitment to providing quality audit services to local governments. If you have questions concerning this letter or other matters please feel free contact me.

Sincerely,

A handwritten signature in black ink that reads "Ryan Roberts".

Ryan E. Roberts, CPA  
Local Government Supervisor  
801-538-1721  
[ryanroberts@utah.gov](mailto:ryanroberts@utah.gov)

Note: This is the most recent report. The State Auditor's Office has not performed a workpaper review since this report was issued.

REQUEST FOR PROPOSALS  
THIS IS NOT AN ORDER RETURN ORIGINAL KEEP ONE COPY

RFP # 2024-03  
INDEPENDENT AUDIT SERVICES  
AND PREPARATION OF FINANCIAL REPORTS FOR  
SPRINGVILLE CITY, UTAH

Return your Bid in three paper copies in an envelope, sealed and clearly marked on the outside with RFP #2024-03 shown to:

**CITY OF SPRINGVILLE  
FINANCE DEPARTMENT  
ATTN: BRUCE RIDDLE  
110 SOUTH MAIN STREET  
SPRINGVILLE, UT 84663**

Bids must be received and logged in prior to the date and time indicated. Bids will not be accepted after:

**10:00 a.m. Wednesday, May 29, 2024**

For Technical Information Contact:

Bruce Riddle, Finance Director

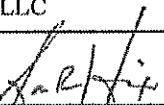
Email: [briddle@springville.org](mailto:briddle@springville.org)

Phone: (801) 489-2708

Delivery Requirement:

**FAILURE TO SIGN THIS SECTION WILL DISQUALIFY YOUR RESPONSE**

The undersigned agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the requirements of this Request for Proposal including, but not limited to, the standard contract terms and conditions:

Firm Name HBME, LLC	
Signature 	
Printed Name Aaron R. Hixson, CPA	
Date 5/24/2024	Phone 801-560-5045
Fax 435-250-7826	
Email <a href="mailto:aaron@hbme.com">aaron@hbme.com</a>	Website <a href="http://www.hbme.com">www.hbme.com</a>

# ATTACHMENT 1

RFP #2024-03

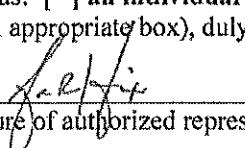
## INDEPENDENT AUDIT SERVICES AND PREPARATION OF FINANCIAL STATEMENTS FOR SPRINGVILLE CITY, UTAH

TO: Springville City Corporation  
Finance Department  
110 South Main Street  
Springville, Utah 84663

The undersigned, having carefully read and considered the Request for Proposal to provide Independent Audit Services for Springville City, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

**OFFEROR**  
Company Name: HBME, LLC

Doing business as:  an individual  a partnership  a corporation  a limited liability company (mark appropriate box), duly organized under the laws of the State of \_\_\_\_\_.

BY:   
(Signature of authorized representative) Aaron R. Hixson, CPA  
(Please Print or Type Name)

**PRINCIPAL OFFICE ADDRESS:**

Street Address 559 W 500 S

City Bountiful County Davis

State UT Zip Code 84010

Telephone (801) 296-0200 FAX ( )

E-mail Address aaron@hbme.com

**TAXPAYER IDENTIFICATION NUMBER:**

Employer I.D. No. 82-4439676 OR Social Security No. \_\_\_\_\_  
(Corporation or Partnership) (Individual)

**ALL PROPOSALS MUST INCLUDE COVER SHEET, ATTACHMENT 1,  
PROPOSAL CONTENT & EVALUATION REQUIREMENTS  
LISTED IN THE RFP.**



## STAFF REPORT

**DATE:** June 14, 2024

**TO:** Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF A RESOLUTION TO APPROVE AN AGREEMENT WITH JDE SPANISH FORK, LLC, THAT WILL REQUIRE IMPROVEMENTS TO BE INSTALLED AT A LATER DATE.**

---

**Recommended Motion:** Motion to approve **Resolution #2024-XX** that approves an agreement with JDE Spanish Fork, LLC that will require improvements to be installed at a later date.

**Executive Summary:** When a developer is developing a property where abutting property does not have curb, gutter or sidewalk, Section 11-6-120 of Springville City's Code allows the City Council to approve allowing a developer to install required public improvements at a later date or have the developer sign a waiver of protest that the developer will be part of a special improvement district to install the improvements. JDE Spanish Fork, LLC, is in the process of development property along SR 51. The properties on both sides of JDE's property does not have curb, gutter or sidewalk.

The proposed agreement would require JDE to install or pay for the required public improvements (which include, sewer, pressurized irrigation, and an upsized water line), when one of the following occurs: 1. City gives notice to install the improvements; 2. abutting properties install the improvements; 3. a special improvement district is set up to install the improvements; or 4. JDE develops more of its property.



**Focus of Action:** Consideration of a resolution approving the execution of an agreement that defers the installment of required public improvements to a later date.

**Background:**

JDE owns real property located at 2135 South State Street in Springville, Utah (the "Property"). JDE is currently constructing a building on the Property. As part of the building process, Section 11-6-120 of the Springville City Code requires that all public improvements, including all utilities, be installed. When abutting properties do not have curb, gutter or sidewalk, Section 11-6-120 allows for the improvements to be included in construction plans and the developer and city enter into an agreement that "such improvements will be installed, or if by recommendation of the City Engineer, a waiver of protest may be signed and approved by the City Council, waiving the right of the landowner to protest any possible future special improvement district." No sidewalk, curb or gutter has been installed on the parcels abutting the Property.

JDE desires to defer installing the culinary water, pressurized irrigation and sewer improvements (the "Deferred Improvements") within and along the frontage of the Property until property on either side of the Property is developed or a special improvement district is established to install the improvements. As of right now, the closest sewer connection is 2,000 feet away the Property, and the closest pressurized irrigation line is approximately 4,650 feet away from the Property. In addition to sewer and pressurized irrigation lines, JDE is also required to upsize the water line.

The proposed agreement would allow JDE to build its building on the Property, and receive a certificate of occupancy for the building, without installing the Deferred Improvements, as long as JDE is (1) willing to waive protest rights to any Local District or Special Improvement District ("SID") which may be created in the future in accordance with State law and incorporates the Property, and (2) willing to install the Deferred Improvements at a future date pursuant to the requirements of the proposed agreement.



**Discussion:** The engineers are good with the proposed agreement. There is also a small risk that, if the sewer line is installed now, the needed elevation would miss the required elevation at the Property to work.

The plan is for development to bring the pressurized irrigation improvements to the Property. The timeline for development to do this is unclear.

One of the biggest risks of entering into the proposed agreement is that, when it comes time to install the Deferred Improvements under the agreement, JDE, or JDE's successor, may decide to fight the agreement. This risk goes away should the Council require JDE to install the improvements before receiving a certificate of occupancy on JDE's building.

One issue addressed in the proposed agreement is that the City ordinances require this type of agreement to be finalized prior to a building permit being issued. JDE has already been issued the building permit. Both parties waive this requirement in the proposed agreement.

**Alternatives:** The Council could decide not to approve the proposed resolution and require JDE to install the improvements now.

**Fiscal Impact:** None at this time. The City could have some fiscal impact in the future should JDE not follow the agreement and legal action is pursued.

**Attachments:** Proposed Resolution and Agreement.

**RESOLUTION #2024-\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH JDE SPANISH FORK, LLC, THAT WOULD ALLOW JDE SPANISH FORK, LLC, TO DEFER INSTALLING PUBLIC UTILITIES TO A FUTURE DATE.**

**WHEREAS**, JDE Spanish Fork, LLC (“JDE”) is developing property located at 2135 South State Street in Springville, Utah (the “Property”); and

**WHEREAS**, there is no curb, gutter or sidewalk within approximately 2,000 feet of the property, no sewer main within approximately 2,000 feet of the Property, and no pressurized irrigation infrastructure within approximately 4,650 feet of the property; and

**WHEREAS**, Section 11-6-120 of the Springville City Code, allows the City to enter into an agreement with a developer to defer the installation of the improvements; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to enter into the proposed agreement that will require JDE to install the required public improvements at a future time and date.

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

**SECTION 1. Agreement Approve.** The City is authorized to execute the agreement attached Exhibit A, with minor changes that are approved by the city attorney.

**SECTION 2. Effective Date.** This resolution shall become effective immediately upon passage.

**PASSED AND APPROVED** this 18<sup>th</sup> day of June 2024.

---

Matt Packard, Mayor

Attest:

---

Kim Crane, City Recorder

WHEN RECORDED RETURN TO:  
Springville City Corporation  
110 South Main  
Springville, UT 84663

## **AGREEMENT (Utilities)**

This Agreement is entered into as of June \_\_\_, 2024, by and between JDE Spanish Fork, LLC (hereinafter referred collectively to as "Developer"), with real property located at in the vicinity of 2135 South State Street, Springville, Utah 84663, and Springville City, a municipality of the State of Utah (hereinafter referred to as "Springville"), with an address of 110 South Main Street, Springville, Utah 84663.

### **RECITALS**

A. Developer owns real property located in the vicinity of 2135 South State Street in Springville, Utah, as more particularly shown on Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

B. As part of the building process, Section 11-6-120 of the Springville City Code requires that all public improvements, including all utilities, be installed prior to constructing a building, or if the lot on either side of the property being developed does not have curb, gutter, or sidewalk and the public improvements are included in the construction plans, the developer and City may enter into an agreement that "such improvements will be installed, or if by recommendation of the City Engineer, a waiver of protest may be signed and approved by the City Council, waiving the right of the landowner to protest any possible future special improvement district."

D. No sidewalk, curb, or gutter has been installed on the parcels abutting the Property.

E. Developers desire to defer installing the culinary water, pressurized irrigation ,and sewer improvements (the "Deferred Improvements") within and along the frontage of the Property until property on either side of the Property is developed or a special improvement district is established to install the improvements. The Deferred Improvements are shown on the construction plans attached as part of Exhibit A.

F. Springville is willing to allow Developer to build a structure on the Property, and receive a certificate of occupancy for the structure on the Property, without installing the Deferred Improvements, as long as Developer is (1) willing to waive protest rights to any Local District or Special Improvement District ("SID") that may be created in the future in accordance with State law and incorporates the Property, and (2) willing to install the Deferred Improvements at a future date pursuant to the requirements of this agreement.

### **TERMS**

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Term.** The term of this agreement shall be 50 years from the date this agreement is executed or until such time that the Deferred Improvements, as defined in Section 3, are installed, whichever event first occurs.

2. **Building Permit.** A building permit has been issued to Developer with the requirement that Developer install the Deferred Improvements. In as much as Section 11-6-120 of the Springville City Code or any other ordinance requires an agreement like this be entered into prior to the issuance of a building permit, the parties waive such requirement and agree that this agreement shall have full force and effect as to Developer's requirements and obligations described in this agreement.

3. **Improvements.** Springville will defer the requirement to complete the following improvements: a culinary water line, a pressurized irrigation line, and a sewer line (the "Deferred Improvements"). The Deferred Improvements are listed and described on the construction plans attached as Exhibit A. The culinary water line as shown on the construction plans is a twelve-inch (12") water line. Developer is required to install a 10-inch water line, and the City is required to pay for the upsizing difference from a 10-inch water line to a 12-inch water line. All improvements shown on the construction plans besides the Deferred Improvements must be installed prior to Developer receiving a certificate of occupancy on any building.

4. **Timing of Installation.** In return for deferring the requirement to install the Deferred Improvements at this time, Developer agrees to install the Deferred Improvements at a future date, pursuant to one of the following events:

a. City Notice. Springville may require Developer to install the Deferred Improvements at any time as deemed appropriate by Springville. Within 90 days of receiving a written notice from Springville, Developer shall commence installing the Deferred Improvements. Developer shall fully install and complete the Deferred Improvements to the satisfaction of Springville within 180 days of receiving the written notice.

b. Abutting Properties. If improvements similar to the Deferred Improvements are installed on or along any parcel or lot abutting the Property, Developer shall install the Improvements. Developer shall have 180 days to install the Deferred Improvements following the commencement of the installation of improvements similar to the Deferred Improvements on a parcel or lot abutting the Property.

c. Waiver of Protest. Developer waives any right of protest Developer may have if Springville decides to include the Property in a Local District or Special Improvement District ("SID") for installation of the Deferred Improvements. Developer's waiver to protest and consent to participate in a future SID shall not be withdrawn by Developer or any successor in interest of Developer to the Property.

d. Future Development. Developer shall install the Deferred Improvements at any time that Developer decides to further develop or construct any additional structures on the Property.

e. **Property Exchange.** Prior to Developer selling or transferring any interest or title in the Property to another entity or individual, Developer shall install the Deferred Improvements or pay City a cash amount equivalent to the cost and expense of installing the Deferred Improvements, which amount must be approved by the City Attorney.

5. **Installation of Improvements.** Developer shall not be relieved from the obligation to install the Deferred Improvements until such installation has been performed to the satisfaction of Springville. Developer shall pursue the completion of the Improvements (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the construction plans as approved by the City Engineer, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code, rules, regulations, and official policies of Springville City, and Springville City's public works construction standards and specifications applicable to the installation of the Improvements. Developer shall be solely responsible for all costs and expenses to furnish all materials, supplies, tools, equipment, labor, and other services necessary for the installation, construction and completion of the Deferred Improvements.

6. **Improvement Warranty.** Prior to Springville's acceptance of the Deferred Improvements, Developer shall execute an improvement warranty for a one (1) year improvement warranty period following the completion of the Deferred Improvements. The improvement warranty shall be in the amount of 10% of the cost of installing and constructing the Deferred Improvements. The 10% amount shall be held for the duration of the one (1) year warranty period as a guarantee that all improvements are installed and inspected to Springville City specifications, and that all defects are corrected by Developer and approved by Springville City prior to final acceptance by Springville City following the one (1) year warranty period.

7. **Indemnification.** Developer agrees to indemnify, release and defend with Counsel of Springville's choice, and hold Springville, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Developer or Developer's agents or subcontractors, (ii) the deferral of installing the Deferred Improvements and the installation of the Deferred Improvements, (iii) any negligent or defective construction of any part of the Deferred Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Deferred Improvements by Springville City, and (iv) liens or claims on the Deferred Improvements by any persons providing materials and/or services related to the Deferred Improvements on behalf of or at the request of Developer.

8. **City Installation.** The parties expressly agree that Springville may at any time, at its own option, install the Deferred Improvements. In the event that Springville installs the Deferred Improvements, Developer shall reimburse Springville within 60 days of Springville completing the Deferred Improvements for any and all costs incurred by Springville for installing and constructing the Deferred Improvements. Nothing in this Section 8 shall be construed to mean that Springville has any obligation whatsoever to install the Deferred Improvements.

9. **Remedies.** Springville shall have any and all available remedies in law or equity to enforce this agreement. Developer expressly agrees that should Developer fail to install and complete the Deferred Improvements as required under this agreement, or reimburse Springville pursuant to Paragraph 8, Springville shall have the right to file a lien against the Property.

10. **Recording.** The parties agree that this agreement shall be recorded with the Utah County Recorder's Office and shall constitute a covenant running with the land. Developer's obligations under this agreement shall be binding upon Developer's successors-in-interest, assigns, and transferees, and all subsequent owners of the Property.

11. **Authority.** All proper authority for the execution of this agreement has been received by Developer and Springville from any corporate or municipal board or council.

12. **Notice.** Any notice which is required or which may be given pursuant to this agreement is sufficient if in writing and sent to a party by certified or registered mail, postage prepaid, addressed as shown below:

Developer:

JDE Spanish Fork  
Jamie Don Evans, Jr.  
2097 Ironton Boulevard  
Provo, UT 84606

Springville:

Mayor  
Springville City  
110 South Main Street  
Springville, Utah 84663

A party may change the address for notice to it by giving a notice pursuant to this paragraph. Notwithstanding anything herein to the contrary, notice to Developer of any amount due under this agreement shall also be sufficient if given by facsimile transmission, telegraph, telephone, or personally, orally, or in writing, to an address, location, or person reasonably likely to provide actual notice to Developer.

13. **Future Action.** Nothing in the agreement shall limit the future exercise of the police power by Springville in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this agreement.

14. **Invalid Provisions.** The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision of this agreement. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.

15. **Waiver.** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions contained herein, or the waiver of any breach of any of the term and conditions contained herein, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred.

16. **Entire Agreement.** This agreement contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of

whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

17. **Attorney's Fees.** If this agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers.

**SPRINGVILLE CITY**

ATTEST:

---

City Recorder

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

STATE OF UTAH )  
: SS.  
COUNTY OF UTAH )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me,  
\_\_\_\_\_, signer of the foregoing instrument, who duly acknowledged to me that he  
executed the same.

---

NOTARY PUBLIC

**DEVELOPER – JDE Spanish Fork, LLC**

STATE OF UTAH )  
: SS.  
COUNTY OF UTAH )

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me,  
\_\_\_\_\_, signer of the foregoing instrument, who duly acknowledged to me that he  
executed the same.

---

NOTARY PUBLIC

# Exhibit A

(Legal Description of the Property and Construction Plans)

**Exhibit A**

(Agreement)



## STAFF REPORT

**DATE:** June 14, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Carla Wiese, Planner/Econ Dev Specialist

---

**SUBJECT: RESIDENTIAL AND COMMERCIAL SUBDIVISION CHECKLISTS**

---

**Recommended Motion:**

Motion to approve Resolution No. \_\_\_\_\_-2024 to formally initiate proceedings to review and amend Springville City's residential and commercial subdivision regulations and application process to include preliminary and final plan application checklist

**Executive Summary:**

Residential preliminary and final application requirements were included in the text of the Title 14 Subdivision Regulations. To simplify the code Community Development staff chose to keep the application requirements lists as separate documents and to refer to them within the code and provide links to adopted standard and specifications for each department for ease of access.

**Focus of Action:**

Does the proposed resolution provide an opportunity to review and update subdivision application checklists to align with the departmental requirements and meet state requirements for residential subdivision review?

**Background:**

The City Council adopted changes to Title 14 Subdivision Regulations in December of 2023. These changes were made to comply with the changes in state code regarding the residential subdivision review process.

As part of the changes required by the state, it was determined that rather than listing the required application items in the code, a reference would be made in the code to the checklist and application which would detail the information required from the developer



for an application to be considered complete and for a thorough review by the various city departments. This change in the code provided an opportunity to review and update the list of items that each department required or should require. The pending legislation resolution will provide city departments time to finalize application requirements and update standards and specifications while still providing information to developers as to what will be needed for the application process.

Separate lists are being created for Residential Preliminary and Final Plans as well as for Commercial Preliminary and Final Plans.

**Discussion:**

Planning staff met with staff from other departments involved with the development review process including City Administrator and City Attorney. The City Attorney advised planning staff to research if other cities keep separate lists or include the information in code. Staff researched all cities in Utah County and cities of similar size to Springville along the Wasatch Front. There is a mix among the cities, but most of them have separate lists available as part of the application process.

As part of the pending legislation, Engineering, Power, Planning and Zoning staff have been working together to develop thorough lists and update standards and specifications as well as updating the application checklists.

**Alternatives:**

Deny the Resolution

*Carla Wiese*  
Carla Wiese

**RESOLUTION #2024-\_\_**

**A RESOLUTION OF SPRINGVILLE CITY PURSUANT TO TITLE 14 SUBDIVISION REGULATIONS OF THE SPRINGVILLE CITY CODE AND SECTION 109A-509 OF THE UTAH CODE ANNOTATED TO FORMALLY INITIATE PROCEEDINGS TO AMEND SPRINGVILLE CITY'S RESIDENTIAL AND COMMERCIAL SUBDIVISION REGULATIONS AND APPLICATION PROCESS TO INCLUDE PRELIMINARY AND FINAL PLAN CHECKLISTS.**

**WHEREAS**, Springville City establishes regulations and policies for the development of subdivisions within the City; and

**WHEREAS**, Springville updated Title 14 Chapter 2 Subdivision Regulations, Application and Approval Process to comply with changes in Utah State Code; and

**WHEREAS**, Springville City Community Development is reviewing and updating the requirements for submitting an application for subdivision development to provide the development community with a streamlined and complete process for application; and

**WHEREAS**, pursuant to Section 10-9a-509(1)(a)(ii)(B) of the Utah Code Annotated, the City Council desires to formally initiate proceedings to amend its land use regulations and information to be required in the subdivision application process; and

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

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

**NOW, THEREFORE**, be it resolved that the Municipal Council of the City of Springville, Utah, that Springville City, pursuant to Section 10-9a-509 of the Utah Code Annotated, has formally initiated proceedings to amend its land use regulations and information to be required in the subdivision application process; and

**FURTHER RESOLVED**, that the Springville City Council hereby directs the Planning Commission to provide the City Council with recommendations concerning the amendment to Springville's land use regulations to amend the requirements for a subdivision application; and

**FURTHER RESOLVED**, that the Springville City Council directs staff to sign the written Petition to the Planning Commission attached as Exhibit A that designate the desired changes to Springville City ordinances; and

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

END OF RESOLUTION

This Resolution shall take effect immediately upon passage.

Passed and Approved by the City Council of Springville, Utah, this 18<sup>th</sup> day of June, 2024.

---

Matt Packard, Mayor

ATTEST:

---

Kim Crane, City Recorder

## Exhibit A

### Petition to the Planning Commission



## STAFF REPORT

**DATE:** June 10, 2024

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** UDOT 1600 SOUTH WIDENING PHASE 2 - UDOT THIRD-PARTY RELOCATION AGREEMENT

---

### **RECOMMENDED MOTION**

Motion to approve Resolution 2024- ## entering into a Third-Party Relocation Agreement (Agreement) with the Utah Department of Transportation (UDOT) for the relocating, adjusting or protecting of existing utilities along the 1600 South corridor as part of the UDOT 1600 South Phase 2 Widening Project (Project).

### **EXECUTIVE SUMMARY**

Springville City is working with UDOT to widen the City's existing 1600 South roadway from Interstate 15 to State Route 51. This Project will require the relocation, adjustment or protection of existing City above ground and underground facilities, defined as "Third-Party Work."

UDOT will be responsible to design and construct the "Third-Party Work" at UDOT's cost.

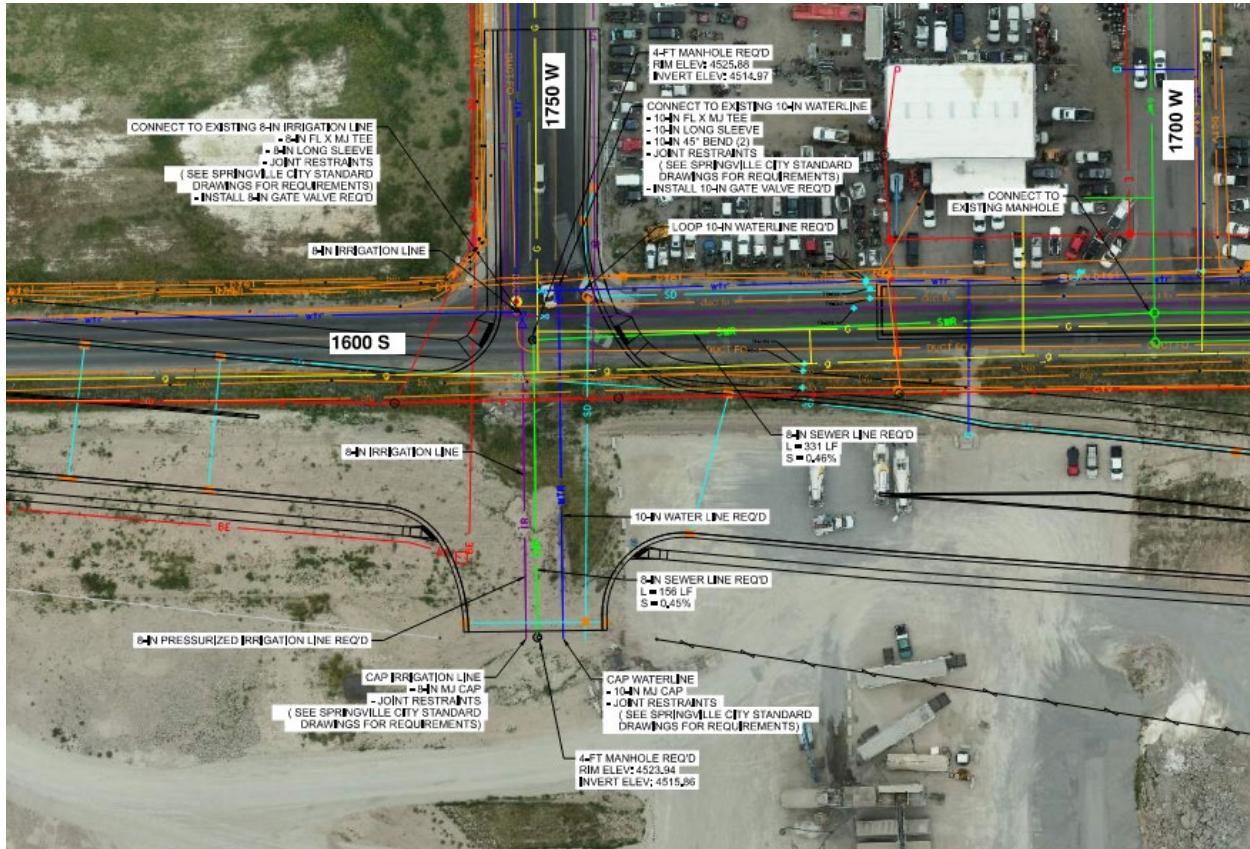
The Agreement sets forth the terms and conditions where under the Third-Party Work shall be performed.

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

The Agreement defines the "Third-Party Work" as the relocation, adjustment or protection of existing water, sewer and other utilities along the East Frontage Road near 1600 South and along 1600 South from Interstate 15 to State Route 51.

This "Third-Party Work" will be accomplished by a UDOT contractor as part of the Project.

UDOT will be required to provide or inspection services as part of the Agreement. Springville City will provide inspection assistance and consultation as needed.



## ALTERNATIVES

Staff recommends executing the attached Third-Party Relocation Agreement, SVCY-01 with UDOT.

## FISCAL IMPACT

None.

Sincerely,

**BRADLEY D. STAPLEY**  
Public Works Director  
[bstapley@springville.org](mailto:bstapley@springville.org)  
801.489.2711  
[springville.org](http://springville.org)

**springville**  
PUBLIC WORKS

**RESOLUTION #2024 - \_\_\_\_\_**

**A RESOLUTION APPROVING A NO-COST RELOCATION AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) AS PART OF THE UDOT 1600 SOUTH ROADWAY PHASE 2 WIDENING PROJECT.**

**WHEREAS**, Springville City is working with UDOT to widen the City's existing 1600 South roadway from Interstate 15 to State Route 51; and

**WHEREAS**, the widening requires UDOT to relocate existing City utilities within the 1600 South right-of-way; and

**WHEREAS**, UDOT will be responsible for the cost of relocating said City utilities; and

**WHEREAS**, the City Council has had the opportunity to review the UDOT agreement and finds that the agreement is in the best interests of the City.

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

**SECTION 1. Agreement Approve.** The City is authorized to enter into this agreement with UDOT, and the Mayor is authorized to execute the agreement.

**SECTION 2. Effective Date.** This resolution shall become effective immediately upon passage.

**END OF RESOLUTION**

**PASSED AND APPROVED** this 18<sup>th</sup> day of June 20234.

---

**Matt Packard, Mayor**

Attest:

---

Kim Crane, City Recorder

## SPRINGVILLE CITY CORPORATION RELOCATION AGREEMENT

**THIS RELOCATION AGREEMENT**, by and between the Utah Department of Transportation ("UDOT"), and Springville City Corporation, a registered political subdivision in the State of Utah ("Third-Party"). Each as party, ("Party") and together as parties, ("Parties").

### RECITALS

**WHEREAS**, UDOT will award a contract for the highway project identified as I-15; Springville/Spanish Fork Interchange in Utah County, Utah ("Project"); and

**WHEREAS**, UDOT has identified Third-Party owned facilities within the limits of the Project; and

**WHEREAS**, Project construction necessitates relocating, adjusting or protecting the Third-Party's facilities ("Third-Party Work"); and

**WHEREAS**, UDOT will complete the design and construction of the Project and of the Third-Party Work.

**THIS AGREEMENT** is made to set out the terms and conditions where under the Third-Party Work shall be performed.

### AGREEMENT

Now therefore, the Parties agree as follows:

#### 1. Contact Information

UDOT's Resident Engineer is Travis Ackermann, telephone number (385) 208-5197, and e-mail [tackermann@utah.gov](mailto:tackermann@utah.gov), or their designated representative, as assigned.

UDOT's Region Utility Leader is Marshall Terry telephone number (801) 874-4267, and e-mail [mjterry@utah.gov](mailto:mjterry@utah.gov).

Third-Party's contact person is Jeff Anderson, telephone number (801) 491-2719, and e-mail [janderson@springville.org](mailto:janderson@springville.org).

#### 2. Scope of Relocation Work

A copy of the Third-Party Work plan is included in Exhibit A that is incorporated by reference.

The Third-Party Work includes:

- a. Installation of 8-inch pressurized irrigation line, 8-inch sewer line, and 10-inch water line stub outs on 1750 West.
- b. Installation of (2) 4-foot sewer manholes on 1750 West.
- c. Installation of 8-inch sewer line along 1600 South from 1750 West to 1700 West.
- d. Installation of 8-inch water line between 1750 West and 1700 West, including an 8-inch gate valve on 1700 West.
- e. Relocation of (2) fire hydrants along the north side of 1600 South (one east of Wallace Drive and one west of 950 West).

- f. Relocation of water meter on the north side of 1600 South, east of Wallace Drive.
- g. Looping of 10-inch water line at various locations along the north side of 1600 South.
- h. Looping of 8-inch irrigation line at various locations along the north side of 1600 South.
- i. Connection to existing Third-Party facilities.

### **3. Project Specific Special Provisions**

- a. None.

### **4. Conformance with Utah Administrative Code R930-7**

The design and construction of the Third-Party Work, access for future maintenance and servicing of Third-Party's property located on the right of way of the Project, will be in conformance with Utah Administrative Code R930-7, and any supplements or amendments.

### **5. Contractor to Notify UDOT and the Third-Party Before Beginning Third-Party Work and Upon Completion of Third-Party Work**

The contractor will notify the Third-Party and UDOT's Resident Engineer, at least **2 business days** in advance of beginning any Third-Party Work described in this Agreement. The contractor will give subsequent notifications of when and where the contractor will be performing Third-Party Work to the Third-Party on a day-to-day basis. Such subsequent notifications can be informal. Upon completion of the Third-Party Work the contractor will provide notification to the Third-Party and UDOT's Resident Engineer within **2 business days**.

### **6. Buy America Requirements**

The contractor, while engaged in the adjustment or relocation of its facilities on this Project, will comply with the requirements of 23 C.F.R §635.410, Buy America Requirements as well as Pub. L. No 117-58, div. G §§ 70901-27. The contractor will provide UDOT's Resident Engineer with signed Buy America Certifications prior to or at the time subject materials are delivered to the Project site.

### **7. Traffic Control and Flagging**

UDOT will provide MOT and traffic control for Third-Party Work at no cost to the Third-Party. Except in the case of emergencies, Third-Party Work will be scheduled and comply with the requirements of the Limitation of Operations contained in UDOT's contract with respect to lane closures, peak hour work restrictions, holiday and special event limitations, etc.

### **8. Discovery of Historical Objects**

The contractor, while engaged in the relocation of Third-Party facilities, shall comply with UDOT's Standard Specifications, Section 01355, Subpart 1.13, Discovery of Historical, Archeological or Paleontological Objects, Features, Sites, or Human Remains.

### **9. Daily Record Keeping**

UDOT and the Third Party will each keep daily records of onsite activities. The Third-Party's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The daily records shall be signed by UDOT's Resident Engineer or their authorized representatives and by the Third-Party or its authorized representatives. Copies of the daily records shall be retained by the Parties to this Agreement. When emergencies occur, requiring the Third-Party's work forces to leave the job, the record keeping shall be resumed upon return to the Project.

## **10. Inspection**

The Third-Party shall provide on-call engineering support by the Third-Party engineer or appropriate representative for design review, schedule coordination, or to correct or clarify issues during Third-Party Work, and to perform the necessary inspection of the Third-Party's facilities installed by UDOT.

- a. The Third-Party engineer and/or inspector shall work with and through UDOT's Resident Engineer and shall give no orders directly to UDOT's contractor unless authorized in writing to do so. UDOT will accomplish the Third-Party work covered herein on Third-Party's facilities in accordance with the plans and specifications provided and/or approved by the Third-Party, including changes or additions to the plans and specifications, which are approved by the Parties hereto.
- b. The Third-Party shall immediately notify UDOT's Resident Engineer of any deficiencies in the Third-Party Work on the Third-Party facilities. The Third-Party shall follow up with written detail to UDOT's Project Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to Third-Party's concerns within 24-hours of written notification.
- d. The Third-Party, through its inspection of the Third-Party Work, will provide UDOT's Resident Engineer with information covering any problems or concerns the Third-Party may have with acceptance of the facilities upon completion of the Third-Party work.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Third-Party Work does not relieve the Third-Party of its duty in the performance of the Third-Party Work or to ensure compliance with applicable standards.

## **11. Changes in the Third-Party Work**

In the event there are changes in the scope of the Third-Party Work, extra Third-Party Work, or changes in the planned Third-Party Work covered by this Agreement, a modification to this Agreement signed by the Parties is required prior to the start of Third-Party Work on the changes or additions.

## **12. As-Built Records**

Upon completion of construction, UDOT's contractor will provide as-built plans to the Third-Party in PDF format. UDOT shall collect as-built data during the Third-Party Work performed in order to accurately capture all features related to the facilities; both above and below grade. Utah Administrative Code R930-7-11. Standard UDOT Survey codes, in accordance with UDOT's Standard Specifications, Section 01721, Survey, 3.16, Utilities, will be used for as-built collection.

## **13. Prohibition of Certain Telecommunications and Surveillance Equipment**

All work that relates to any agreement with UDOT is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The Third-Party shall at all times comply with the Telecommunications Laws. The Third-Party hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the Third-Party and UDOT, the Third-Party hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The Third-Party shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the Third-Party or its associates is not in compliance with the Telecommunications Laws, the Third-Party agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

#### **14. Miscellaneous**

- a. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest interest for transportation and safety of the traveling public.
- b. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this agreement, or by law, will not release either Party from any obligations arising under this agreement.
- c. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.
- d. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT and Third-Party.
- e. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- f. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- g. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- h. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- i. The date of this agreement is the date this agreement is signed by the last Party.

\*\*\*\*\*



Project No. F-I15-6(239)259; Utah County  
I-15; Springville/Spanish Fork Interchange  
Springville City Corporation  
CID No. 55731 PIN 15153

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be executed by their duly authorized officers.

**Attest**

**Springville City Corporation**

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**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(IMPRESS SEAL)

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**Recommended for Approval**

**Utah Department of Transportation**

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**Title:** Utility and Railroad Leader

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**Title:** Region Director

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**UDOT Comptroller Office**

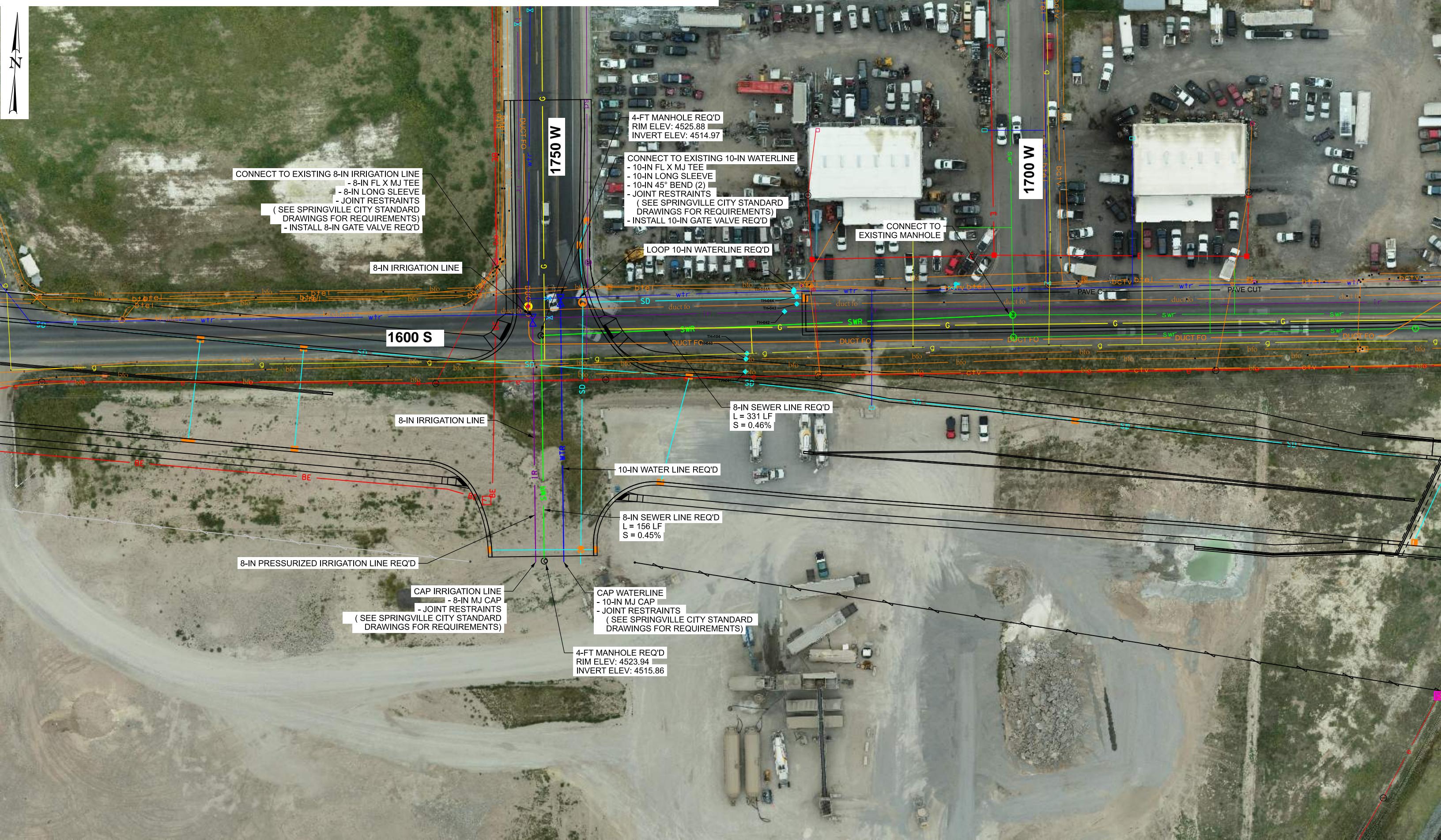
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**Title:** Contract Administrator

**Date:** \_\_\_\_\_

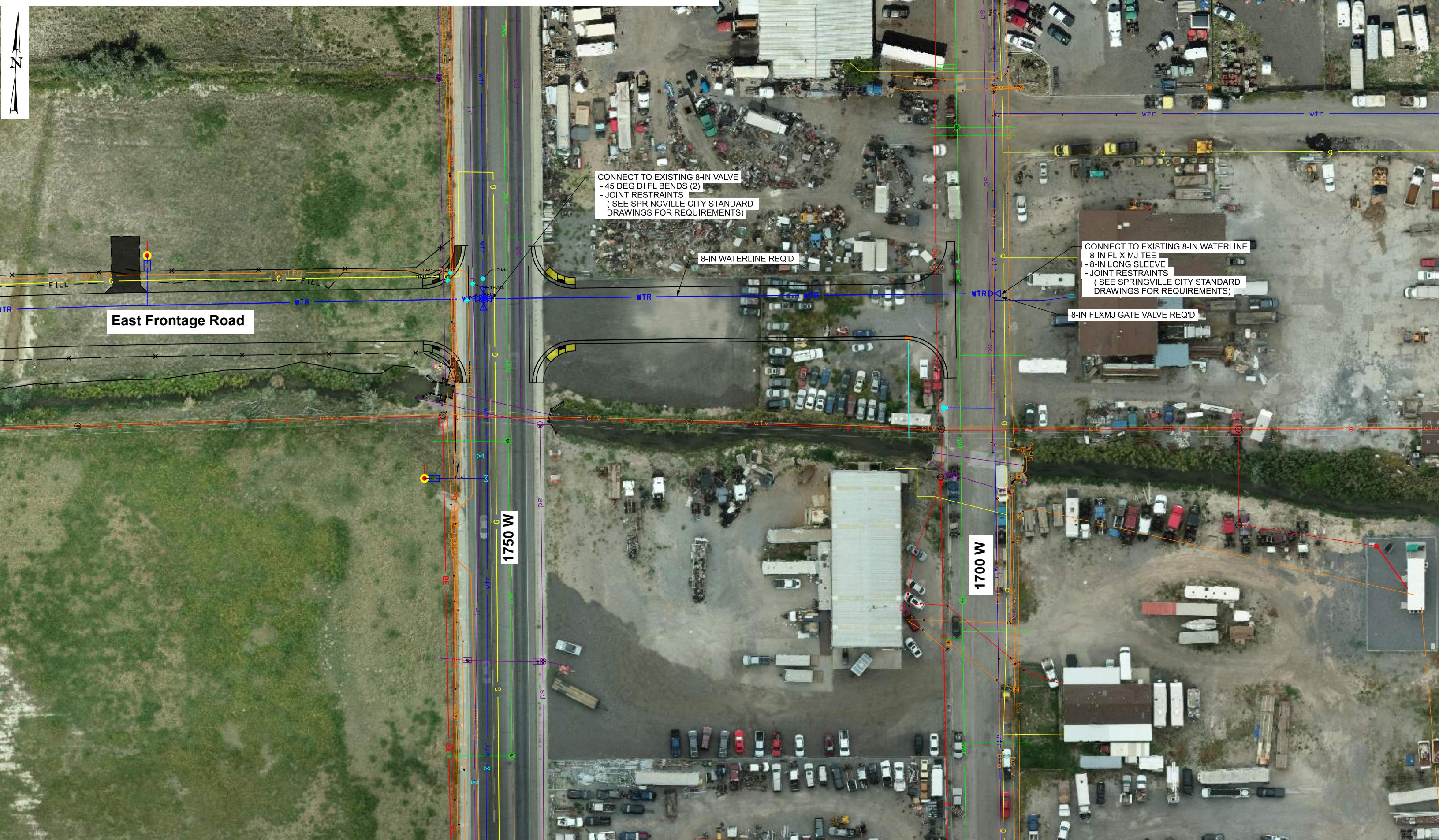
## EXHIBIT A

# 15153 SPRINGVILLE/SPANISH FORK INTERCHANGE SPRINGVILLE CITY UTILITY WORK



## EXHIBIT A

# 15153 SPRINGVILLE/SPANISH FORK INTERCHANGE SPRINGVILLE CITY UTILITY WORK



## EXHIBIT A

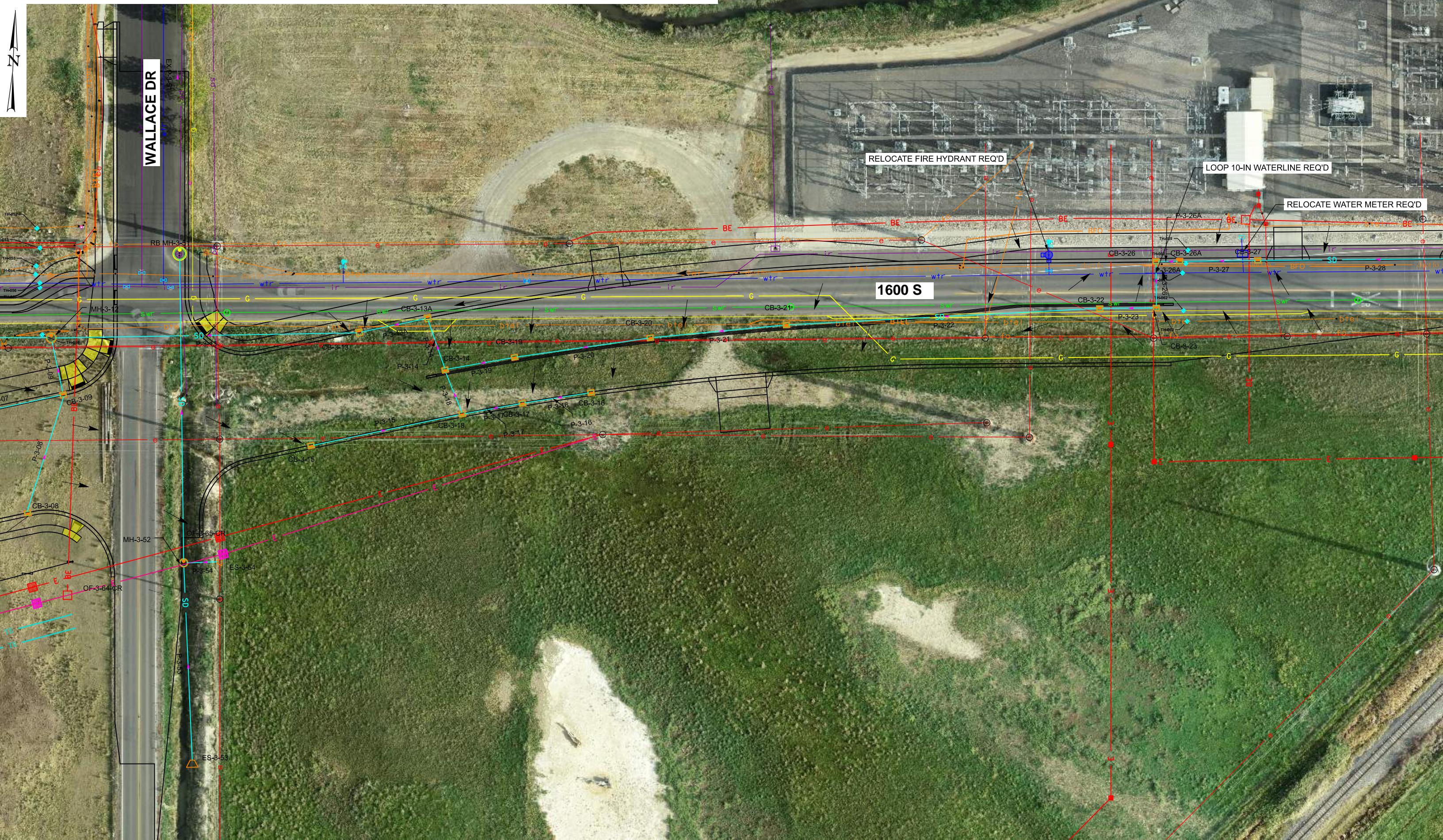
# 15153 SPRINGVILLE/SPANISH FORK INTERCHANGE SPRINGVILLE CITY UTILITY WORK

3/6

## EXHIBIT A

# 15153 SPRINGVILLE/SPANISH FORK INTERCHANGE SPRINGVILLE CITY UTILITY WORK

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# EXHIBIT A

# 15153 SPRINGVILLE/SPANISH FORK INTERCHANGE SPRINGVILLE CITY UTILITY WORK

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## EXHIBIT A

6/6

15153 SPRINGVILLE/SPANISH FORK INTERCHANGE  
SPRINGVILLE CITY UTILITY WORK



## STAFF REPORT

**DATE:** June 11, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Bruce Riddle, Finance Director

**SUBJECT:** FY 2024 BUDGET AMENDMENT

---

### **RECOMMENDED MOTION**

The Finance Department recommends adopting Resolution \_\_\_\_\_ to open and amend the General Fund and Special Revenue Fund budgets for operating and capital expenses applying to the Fiscal Year ending June 30, 2024 as outlined in Exhibit A (attached).

### **EXECUTIVE SUMMARY**

This budget amendment will appropriate funds from grants and operating revenues for activities not budgeted in the original FY 2024 budget. These amendments will affect the General Fund and Special Revenue Fund as specified in the attached Exhibit A.

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

The Uniform Fiscal Procedures Act for Utah Cities sets forth the procedures for the governing body to review and increase or decrease the appropriations in operating and capital budgets of the city. The resolution will provide the budget authority for the city to proceed with the projects detailed in the report.

### **BACKGROUND**

Unexpected revenues and expenses have emerged since the beginning of the budget year. In order to proceed with addressing the variations from the original budget, The Council will need to act through amending the budget.

### **DISCUSSION**

In response to new developments and after reviewing the various fund budgets the Finance Department recommends the following budget amendment. Requests for appropriation as well as the funding sources are summarized in Exhibit A (attached). A brief description of the recommended action is as follows:

- *General Fund*
  - Engineering. The Engineering Department has entered into additional contracts to further the design for the Hobble Creek Flood Plain Mitigation project. The amount of the next phase of design is \$153,000 and is reimbursable with federal grant monies.
  - Fire & EMS. After an RFP process, the Fire Department has switched ambulance billing services from a provider that had been providing the services for many years to Gold Cross. Gold Cross has been providing much better accounting information, but this information is resulting in the need to make some accounting adjustments to better reflect billing revenue as well as bad debt expense. Gold Cross is projecting to sent \$250k in bad debt to collections, some of which is clean-up from the previous billing service. We are anticipating \$175k in revenue beyond what was budgeted with the balance of the \$250k coming from savings in other budget lines within the Fire Department.
  - Recreation. The Recreation Department secured donations and sponsorships of \$15k beyond what was budgeted for Art City Days. These donations are being used for new or enhanced program offerings at Art City Days. Also, Youth Sports program participation rates have been up in several areas resulting in increased revenues, but also additional expenses. This budget amendment will allocate \$5k of additional revenue to the youth sports line.
- *Special Revenue Fund*.
  - Park Improvement Projects. The Recreation Department secured two separate grants from the State and County totaling \$500,000 for enhancements at the bike park. This budget amendment allocates the grant funding to the project account

## ALTERNATIVES

The Council has the alternative of considering different funding sources than those recommended by staff in Exhibit A. However, taking no action at all on the resolution will leave the staff without the budget authority to proceed with this project.

## FISCAL IMPACT

The fiscal impacts of the proposed appropriations are included in Exhibit A.



**Exhibit A**  
**City of Springville**  
**Budget Amendment Form**

*Fiscal Year Ending June 30, 2023*

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
<b>Revenues</b>									
	10	3300	359	Federal Grants	0	153,000		153,000	Federal Flood Plain grant
	10	3400	456	Ambulance Fees	750,000	175,000		925,000	Additional billings
	10	3600	626	Youth Sports Revenue	367,000	5,000		372,000	Increased program participation
	10	3600	838	Misc. Donations	20,000	15,000		35,000	Additional Donations
	46	3600	916	Grant Revenue	0	500,000		500,000	State and County grants for bike park
Utilize Reserves						0			
Total Revenue Amendments						<b>848,000</b>			
<b>Expenditures</b>									
	10	4185	310	Professional Services	80,200	153,000		233,200	Engineering services for flood plain mitigation; grant funded
	10	4220	150	Bad Debt Expense	10,000	175,000		185,000	Uncollectable accounts
	10	4560	271	Youth Sports	120,812	5,000		125,812	Increased program participation
	10	4560	700	ACD General Expense	84,850	15,000		99,850	Additional programming from additional donations
	46	6000	017	Park Improvement Projects	2,365,298	500,000		2,865,298	State and County grants for bike park
Total Expenditure Amendments						<b>848,000</b>			



**RESOLUTION #2024-\_\_\_\_\_**

**A RESOLUTION OPENING AND AMENDING THE GENERAL FUND AND SPECIAL REVENUE FUND BUDGETS FOR OPERATING AND CAPITAL EXPENSES APPLYING TO THE FISCAL YEAR ENDING JUNE 30, 2024 AS OUTLINED IN EXHIBIT A.**

WHEREAS, the City Council has received a recommendation from the Administration that the Springville City General Fund and Special Revenue Fund budgets be opened and amended for operating and capital expenses; and,

WHEREAS, on June 18, 2024 the City Council held a duly noticed public hearing to ascertain and discuss the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the Administration's recommendation, and facts and comments presented to the City Council, the Council finds the proposed appropriations reasonably 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 Budget Officer is hereby authorized and directed to amend the budgets in the General Fund and Special Revenue Fund, for operating and capital expenses as outlined in Exhibit A.

**PART II:**

This resolution shall take effect immediately.

**END OF RESOLUTION.**

PASSED AND APPROVED this 18<sup>th</sup> day of June, 2024.

---

Matt Packard, Mayor

ATTEST:

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Kim Crane, City Recorder

**Exhibit A**  
**City of Springville**  
**Budget Amendment Form**

*Fiscal Year Ending June 30, 2023*

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
<b>Revenues</b>									
	10	3300	359	Federal Grants	0	153,000		153,000	Federal Flood Plain grant
	10	3400	456	Ambulance Fees	750,000	175,000		925,000	Additional billings
	10	3600	626	Youth Sports Revenue	367,000	5,000		372,000	Increased program participation
	10	3600	838	Misc. Donations	20,000	15,000		35,000	Additional Donations
	46	3600	916	Grant Revenue	0	500,000		500,000	State and County grants for bike park
	Utilize Reserves					848,000			
	Total Revenue Amendments					<b>848,000</b>			
<b>Expenditures</b>									
	10	4185	310	Professional Services	80,200	153,000		233,200	Engineering services for flood plain mitigation; grant funded
	10	4220	150	Bad Debt Expense	10,000	175,000		185,000	Uncollectable accounts
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	10	4560	700	ACD General Expense	84,850	15,000		99,850	Additional programming from additional donations
	46	6000	017	Park Improvement Projects	2,365,298	500,000		2,865,298	State and County grants for bike park
	Total Expenditure Amendments					<b>848,000</b>			



## STAFF REPORT

**DATE:** June 4, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Patrick Monney, Director of Administrative Services

**SUBJECT: FY 2024 COMPENSATION FOR OFFICERS AND EMPLOYEES**

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### **RECOMMENDED MOTION**

The Administration Department recommends that the City Council pass a motion to approve Ordinance No. \_\_\_\_\_ that sets compensation for Springville City officers and employees for the fiscal year ending June 30, 2025.

### **EXECUTIVE SUMMARY**

This ordinance sets compensation for elected officials and employees of the City as required by State law and City ordinance. The specific amounts are contemplated in the budget that has been balanced, adopted as tentative and is considered for final adoption in a public hearing at the same time as consideration of this ordinance.

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

State statute (Utah Code Annotated 10-3-818) requires a municipality to set elected and statutory salaries by ordinance after a public hearing. Section 2-2-110 of the City's Code sets elected and statutory officer salaries and states that the City Council may adopt, change or amend the officer salary on motion of the City Council following a public hearing.

### **BACKGROUND**

Each annual budget includes the City's compensation schedules and every job position pay grade. It also specifically includes the elected official salaries. This process provides the transparency state law requires while allowing the process to be as efficient as possible.

### **DISCUSSION**

Compensation schedules were reviewed and analyzed as part of the budget process.

## **ALTERNATIVES**

The Council could consider changes to the compensation schedules and make changes to the budget accordingly.

## **FISCAL IMPACT**

The compensation schedules reflect market adjustments and were discussed as part of the budget process. These schedules are included in the budget, which is balanced.



**ORDINANCE #\_\_-2024**

**AN ORDINANCE SETTING COMPENSATION FOR SPRINGVILLE CITY OFFICERS AND EMPLOYEES FOR FISCAL YEAR 2024-2025.**

**WHEREAS**, Section 10-3-818 of the Utah Code Annotated and Section 2-2-110 of the Springville City Code require Springville to set salaries by ordinance for elected and statutory officers after a public hearing; and

**WHEREAS**, on June 18, 2024, the Springville City Council held a public hearing to hear public comments concerning Springville's annual budget, which budget includes salaries for elected and statutory officers and all full-time employees; and

**WHEREAS**, as part of Springville's annual budget, Springville adopts the Traditional Plan, Vanguard Plan, Fulltime Firefighters Vanguard Plan Employee Pay Scales (collectively, these documents are referred to as "Springville's Compensation Schedule"); and

**WHEREAS**, Springville's Compensation Schedule sets the City's pay grade scale, and employees' pay grades; and

**WHEREAS**, Springville's Compensation Schedule for Fiscal Year 2024-2025 is attached to and incorporated as a part of Springville City's Fiscal 2024-2025 Final Budget, which the City Council has adopted concurrently with this Ordinance; and

**WHEREAS**, after holding a public hearing on this Ordinance, the Springville City Council does now desire to hereby approve and adopt this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Springville, Utah:

**SECTION 1:** For Fiscal Year 2024-2025, the Mayor of Springville City shall be paid a combined annual salary and expense allowance of \$20,550.55, and each of the other five members of the Springville City Council shall be paid a combined annual salary and expense allowance of \$16,236.83.

**SECTION 2:** For Fiscal Year 2024-2025, all statutory officers, appointed officers, and employees of Springville City shall be paid in accordance with Springville's Compensation Schedule for Fiscal Year 2024-2025, which schedule is attached to this ordinance and adopted with Springville City's Fiscal 2024-2025 Final Budget.

**SECTION 3:** This ordinance will become effective one day after publication hereof in the manner required by law.

ADOPTED by the City Council of Springville, Utah, this 18<sup>th</sup> day of June, 2024.

---

Matt Packard, Mayor

ATTEST:

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Kim Crane, City Recorder



**SPRINGVILLE CITY  
FISCAL YEAR 2025  
FINAL BUDGET**

**Exhibit A**

<b>Fiscal Year 2025 Pay Scale</b>							
<b>Traditional Plan</b>							
<b>PAY</b>	<b>Hourly Rate</b>			<b>Annual Rate</b>			
<b>GRADE</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>	
1	\$ 9.90	\$ 12.93	\$ 15.95	\$ 20,596.97	\$ 26,888.97	\$ 33,180.97	
2	\$ 11.09	\$ 13.96	\$ 16.82	\$ 23,070.30	\$ 29,030.43	\$ 34,990.57	
3	\$ 12.29	\$ 15.00	\$ 17.71	\$ 25,566.11	\$ 31,200.30	\$ 36,834.49	
4	\$ 13.48	\$ 16.08	\$ 18.68	\$ 28,036.97	\$ 33,442.51	\$ 38,848.05	
5	\$ 14.23	\$ 16.95	\$ 19.67	\$ 29,608.02	\$ 35,257.35	\$ 40,906.68	
6	\$ 15.82	\$ 18.28	\$ 20.74	\$ 32,915.08	\$ 38,023.37	\$ 43,131.66	
7	\$ 16.70	\$ 19.75	\$ 22.79	\$ 34,742.23	\$ 41,075.37	\$ 47,408.51	
8	\$ 17.57	\$ 20.78	\$ 23.98	\$ 36,555.42	\$ 43,214.38	\$ 49,873.33	
9	\$ 18.48	\$ 21.85	\$ 25.22	\$ 38,439.14	\$ 45,450.26	\$ 52,461.39	
10	\$ 19.43	\$ 22.98	\$ 26.53	\$ 40,415.16	\$ 47,797.01	\$ 55,178.85	
11	\$ 20.43	\$ 24.71	\$ 29.00	\$ 42,488.01	\$ 51,401.43	\$ 60,314.85	
12	\$ 21.47	\$ 25.98	\$ 30.49	\$ 44,662.43	\$ 54,043.70	\$ 63,424.98	
13	\$ 22.57	\$ 27.32	\$ 32.06	\$ 46,943.39	\$ 56,817.01	\$ 66,690.62	
14	\$ 23.72	\$ 29.95	\$ 36.18	\$ 49,336.12	\$ 62,299.52	\$ 75,262.93	
15	\$ 24.95	\$ 31.49	\$ 38.04	\$ 51,897.32	\$ 65,508.89	\$ 79,120.47	
16	\$ 26.24	\$ 33.11	\$ 39.99	\$ 54,586.57	\$ 68,878.73	\$ 83,170.88	
17	\$ 27.60	\$ 34.82	\$ 42.03	\$ 57,410.29	\$ 72,417.06	\$ 87,423.82	
18	\$ 29.03	\$ 36.60	\$ 44.18	\$ 60,375.20	\$ 76,132.30	\$ 91,889.40	
19	\$ 30.52	\$ 38.48	\$ 46.43	\$ 63,488.35	\$ 80,033.31	\$ 96,578.26	
20	\$ 32.09	\$ 40.45	\$ 48.80	\$ 66,755.08	\$ 84,128.32	\$ 101,501.57	
21	\$ 33.74	\$ 43.63	\$ 53.52	\$ 70,187.22	\$ 90,755.39	\$ 111,323.56	
22	\$ 35.48	\$ 49.04	\$ 62.59	\$ 73,790.98	\$ 101,993.44	\$ 130,195.90	
23	\$ 37.33	\$ 51.87	\$ 66.40	\$ 77,650.60	\$ 107,885.76	\$ 138,120.92	
24	\$ 39.28	\$ 54.86	\$ 70.44	\$ 81,707.06	\$ 114,114.25	\$ 146,521.45	
25	\$ 41.33	\$ 58.03	\$ 74.72	\$ 85,970.40	\$ 120,698.20	\$ 155,426.00	
26	\$ 43.82	\$ 61.54	\$ 79.26	\$ 91,154.03	\$ 128,009.43	\$ 164,864.83	
27	\$ 46.46	\$ 65.27	\$ 84.07	\$ 96,643.50	\$ 135,756.75	\$ 174,869.99	
28	\$ 49.26	\$ 69.21	\$ 89.17	\$ 102,456.85	\$ 143,966.16	\$ 185,475.46	
29	\$ 52.22	\$ 73.40	\$ 94.58	\$ 108,613.18	\$ 152,665.22	\$ 196,717.26	
30	\$ 55.35	\$ 77.83	\$ 100.30	\$ 115,132.74	\$ 161,883.16	\$ 208,633.57	



**SPRINGVILLE CITY  
FISCAL YEAR 2025  
FINAL BUDGET**

**Exhibit A**

**Fiscal Year 2025 Pay Scale**

Vanguard Plan - Public Safety Firefighter Pay FSLA 207(k) (base 2912 hr annual work cycle)

GRADE	PAY			Hourly Rate			Annual Rate		
	MINIMUM	MIDPOINT	MAXIMUM	MINIMUM	MIDPOINT	MAXIMUM	MINIMUM	MIDPOINT	MAXIMUM
1	\$ 7.72	\$ 9.88	\$ 12.04	\$ 22,484.80	\$ 28,776.80	\$ 35,068.80			
2	\$ 8.57	\$ 10.62	\$ 12.66	\$ 24,958.13	\$ 30,918.26	\$ 36,878.40			
3	\$ 9.43	\$ 11.36	\$ 13.30	\$ 27,453.94	\$ 33,088.13	\$ 38,722.32			
4	\$ 10.28	\$ 12.13	\$ 13.99	\$ 29,924.80	\$ 35,330.34	\$ 40,735.88			
5	\$ 10.82	\$ 12.76	\$ 14.70	\$ 31,495.85	\$ 37,145.18	\$ 42,794.51			
6	\$ 11.95	\$ 13.71	\$ 15.46	\$ 34,802.91	\$ 39,911.20	\$ 45,019.49			
7	\$ 12.58	\$ 14.75	\$ 16.93	\$ 36,630.06	\$ 42,963.20	\$ 49,296.34			
8	\$ 13.20	\$ 15.49	\$ 17.78	\$ 38,443.25	\$ 45,102.21	\$ 51,761.16			
9	\$ 13.85	\$ 16.26	\$ 18.66	\$ 40,326.97	\$ 47,338.09	\$ 54,349.22			
10	\$ 14.53	\$ 17.06	\$ 19.60	\$ 42,302.99	\$ 49,684.84	\$ 57,066.68			
11	\$ 15.24	\$ 18.30	\$ 21.36	\$ 44,375.84	\$ 53,289.26	\$ 62,202.68			
12	\$ 15.99	\$ 19.21	\$ 22.43	\$ 46,550.26	\$ 55,931.53	\$ 65,312.81			
13	\$ 16.77	\$ 20.16	\$ 23.55	\$ 48,831.22	\$ 58,704.84	\$ 68,578.45			
14	\$ 17.59	\$ 22.04	\$ 26.49	\$ 51,223.95	\$ 64,187.35	\$ 77,150.76			
15	\$ 18.47	\$ 23.14	\$ 27.82	\$ 53,785.15	\$ 67,396.72	\$ 81,008.30			
16	\$ 19.39	\$ 24.30	\$ 29.21	\$ 56,474.40	\$ 70,766.56	\$ 85,058.71			
17	\$ 20.36	\$ 25.52	\$ 30.67	\$ 59,298.12	\$ 74,304.89	\$ 89,311.65			
18	\$ 21.38	\$ 26.79	\$ 32.20	\$ 62,263.03	\$ 78,020.13	\$ 93,777.23			
19	\$ 22.45	\$ 28.13	\$ 33.81	\$ 65,376.18	\$ 81,921.14	\$ 98,466.09			
20	\$ 23.57	\$ 29.54	\$ 35.50	\$ 68,642.91	\$ 86,016.15	\$ 103,389.40			
21	\$ 24.75	\$ 31.81	\$ 38.88	\$ 72,075.05	\$ 92,643.22	\$ 113,211.39			
22	\$ 25.99	\$ 35.67	\$ 45.36	\$ 75,678.81	\$ 103,881.27	\$ 132,083.73			
23	\$ 27.31	\$ 37.70	\$ 48.08	\$ 79,538.43	\$ 109,773.59	\$ 140,008.75			
24	\$ 28.71	\$ 39.84	\$ 50.96	\$ 83,594.89	\$ 116,002.08	\$ 148,409.28			
25	\$ 30.17	\$ 42.10	\$ 54.02	\$ 87,858.23	\$ 122,586.03	\$ 157,313.83			
26	\$ 31.95	\$ 44.61	\$ 57.26	\$ 93,041.86	\$ 129,897.26	\$ 166,752.66			
27	\$ 33.84	\$ 47.27	\$ 60.70	\$ 98,531.33	\$ 137,644.58	\$ 176,757.82			
28	\$ 35.83	\$ 50.09	\$ 64.34	\$ 104,344.68	\$ 145,853.99	\$ 187,363.29			
29	\$ 37.95	\$ 53.07	\$ 68.20	\$ 110,501.01	\$ 154,553.05	\$ 198,605.09			
30	\$ 40.19	\$ 56.24	\$ 72.29	\$ 117,020.57	\$ 163,770.99	\$ 210,521.40			



**SPRINGVILLE CITY  
FISCAL YEAR 2025  
FINAL BUDGET**

**Exhibit A**

**Fiscal Year 2025 Pay Scale**

**Vanguard Plan**

<b>PAY</b>		<b>Hourly Rate</b>			<b>Annual Rate</b>		
<b>GRADE</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>	
1	\$ 10.81	\$ 13.84	\$ 16.86	\$ 22,484.80	\$ 28,776.80	\$ 35,068.80	
2	\$ 12.00	\$ 14.86	\$ 17.73	\$ 24,958.13	\$ 30,918.26	\$ 36,878.40	
3	\$ 13.20	\$ 15.91	\$ 18.62	\$ 27,453.94	\$ 33,088.13	\$ 38,722.32	
4	\$ 14.39	\$ 16.99	\$ 19.58	\$ 29,924.80	\$ 35,330.34	\$ 40,735.88	
5	\$ 15.14	\$ 17.86	\$ 20.57	\$ 31,495.85	\$ 37,145.18	\$ 42,794.51	
6	\$ 16.73	\$ 19.19	\$ 21.64	\$ 34,802.91	\$ 39,911.20	\$ 45,019.49	
7	\$ 17.61	\$ 20.66	\$ 23.70	\$ 36,630.06	\$ 42,963.20	\$ 49,296.34	
8	\$ 18.48	\$ 21.68	\$ 24.89	\$ 38,443.25	\$ 45,102.21	\$ 51,761.16	
9	\$ 19.39	\$ 22.76	\$ 26.13	\$ 40,326.97	\$ 47,338.09	\$ 54,349.22	
10	\$ 20.34	\$ 23.89	\$ 27.44	\$ 42,302.99	\$ 49,684.84	\$ 57,066.68	
11	\$ 21.33	\$ 25.62	\$ 29.91	\$ 44,375.84	\$ 53,289.26	\$ 62,202.68	
12	\$ 22.38	\$ 26.89	\$ 31.40	\$ 46,550.26	\$ 55,931.53	\$ 65,312.81	
13	\$ 23.48	\$ 28.22	\$ 32.97	\$ 48,831.22	\$ 58,704.84	\$ 68,578.45	
14	\$ 24.63	\$ 30.86	\$ 37.09	\$ 51,223.95	\$ 64,187.35	\$ 77,150.76	
15	\$ 25.86	\$ 32.40	\$ 38.95	\$ 53,785.15	\$ 67,396.72	\$ 81,008.30	
16	\$ 27.15	\$ 34.02	\$ 40.89	\$ 56,474.40	\$ 70,766.56	\$ 85,058.71	
17	\$ 28.51	\$ 35.72	\$ 42.94	\$ 59,298.12	\$ 74,304.89	\$ 89,311.65	
18	\$ 29.93	\$ 37.51	\$ 45.09	\$ 62,263.03	\$ 78,020.13	\$ 93,777.23	
19	\$ 31.43	\$ 39.39	\$ 47.34	\$ 65,376.18	\$ 81,921.14	\$ 98,466.09	
20	\$ 33.00	\$ 41.35	\$ 49.71	\$ 68,642.91	\$ 86,016.15	\$ 103,389.40	
21	\$ 34.65	\$ 44.54	\$ 54.43	\$ 72,075.05	\$ 92,643.22	\$ 113,211.39	
22	\$ 36.38	\$ 49.94	\$ 63.50	\$ 75,678.81	\$ 103,881.27	\$ 132,083.73	
23	\$ 38.24	\$ 52.78	\$ 67.31	\$ 79,538.43	\$ 109,773.59	\$ 140,008.75	
24	\$ 40.19	\$ 55.77	\$ 71.35	\$ 83,594.89	\$ 116,002.08	\$ 148,409.28	
25	\$ 42.24	\$ 58.94	\$ 75.63	\$ 87,858.23	\$ 122,586.03	\$ 157,313.83	
26	\$ 44.73	\$ 62.45	\$ 80.17	\$ 93,041.86	\$ 129,897.26	\$ 166,752.66	
27	\$ 47.37	\$ 66.18	\$ 84.98	\$ 98,531.33	\$ 137,644.58	\$ 176,757.82	
28	\$ 50.17	\$ 70.12	\$ 90.08	\$ 104,344.68	\$ 145,853.99	\$ 187,363.29	
29	\$ 53.13	\$ 74.30	\$ 95.48	\$ 110,501.01	\$ 154,553.05	\$ 198,605.09	
30	\$ 56.26	\$ 78.74	\$ 101.21	\$ 117,020.57	\$ 163,770.99	\$ 210,521.40	

## ATTACHMENT for FY 2025 ORDINANCE #

Department/Budget Division/Position	Pay Grade
<b>ADMINISTRATION</b>	
<b>ADMINISTRATION</b>	
City Administrator	30
City Recorder	22
Deputy Recorder	11
Director of Administrative Services	25
Executive Assistant	11
Human Resource Analyst	17
Human Resource Generalist	14
Office Assistant I/II	7/9
Social Media Specialist	7
<b>MUNICIPAL COURT</b>	
Court Clerk I/II	7/9
Court Clerk Supervisor	14
Judge	23
<b>ART MUSEUM</b>	
<b>ART MUSEUM</b>	
Event Coordinator	11
Event Hosts	2
Front Desk Attendants	2
Head of Development and Communications	16
Head of Exhibitions and Programs Superintendent	18
Museum Director	22
Museum Educator	11
Office Assistant I/II	7/9
Office Manager (Visitor Services Lead)	12
Operations Supervisor	16
Registrar & Collections Manager	12
<b>ART MUSEUM - POPS</b>	
Museum Education Supervisor	14
Museum Educator	11
Outreach Educator	7
Outreach Educator Lead	11
<b>PUBLIC ART</b>	
Performing Arts Coordinator	10
Public Art Coordinator	14
<b>COMMUNITY DEVELOPMENT</b>	
<b>BUILDING INSPECTIONS</b>	
Chief Bldg Inspector	21
Inspector I/II/III	14/16/18
Office Assistant I/II	7/9
<b>PLANNING &amp; ZONING</b>	
Community Development Director	27
Executive Secretary	11

Planner I/II	14/16
Planner II/Economic Development Specialist	16
<b>POWER</b>	
<b>ELECTRIC DISTRIBUTION</b>	
Apprentice Line Worker	16
Apprentice Substation Electrician	16
Distribution Superintendent	24
Inventory Manager/Executive Assistant	12
Journey Line Worker	21
Journey Line Worker Supervisor	22
Journey Meter Technician	21
Journey Meter Technician Supervisor	22
Journey Substation Electrician	21
Journey Substation Electrician Supervisor	22
Power Director	28
Utility Planner	17
<b>ELECTRIC GENERATION</b>	
Generation Superintendent	24
Instrumentation Tech I/II	14/18
Journey Substation Electrician	21
Journey Substation Electrician Supervisor	22
Mechanic Operator	16
Mechanic Operator Supervisor	20
Office Dispatch	8
Office Manager Dispatch	16
<b>FINANCE</b>	
<b>FINANCE</b>	
Assistant City Administrator/ Finance Director	29
Controller	20
Finance Clerk I/II	8/10
<b>TREASURY</b>	
City Treasurer	21
Customer Service Clerk I/II	7/9
<b>INTERNAL SERVICES</b>	
<b>ADMINISTRATION</b>	
Director of Internal Services	26
<b>CENTRAL SHOP</b>	
Mechanic Apprentice	7
Mechanic I/II	11/13
Office Assistant I/II	7/9
Shop Supervisor	17
<b>ENGINEERING</b>	
Civil Engineer I/II	17/20
GIS Administrator	20
GIS Intern	1/2/3
<b>FACILITIES MAINTENANCE</b>	
Facilities Superintendent	20

Facilities Supervisor	15
Maintenance Tech I/II	7/9
<b>INFORMATION TECHNOLOGY</b>	
IT Manager	22
IT Tech I/II	11/14
Network Administrator	18
<b>LEGAL</b>	
<b>LEGAL</b>	
Assistant City Administrator/City Attorney	29
Assistant City Attorney	22
Assistant Supervising City Attorney	25
Office Assistant I/II	7/9
Risk Manager	16
Substance Abuse Prevention Specialist	14
Victims Advocate	9
<b>LEGISLATIVE</b>	
<b>LEGISLATIVE</b>	
Council Member	by ordinance
Mayor	by ordinance
<b>LIBRARY</b>	
<b>LIBRARY</b>	
Assistant Librarian	9
Assistant Librarian Lead	11
Clerk	3
Clerk Lead	5
Community Wellness & Resource Coordinator	11
Librarian I/II	13/15
Library Director	22
Library Supervisor	17
Page	1
Spanish Librarian	9
Story Teller/Performers	1
<b>PARKS &amp; RECREATION</b>	
<b>ADMINISTRATION</b>	
Office Assistant I/II	7/9
Parks & Recreation Assistant Director	22
Parks & Recreation Director	25
<b>CRC</b>	
Aquatic Coach I/II	3
Aquatic Instructor I/II/III	1
Aquatic Manager	7
Aquatic Supervisor	15
Child Watch Attendant	1
Child Watch Lead	3
Fitness Instructors I/II/III/IV	Unit Pay
Fitness Manager	7
Front Desk Attendant	1

Front Desk Lead	3
Lead Lifeguard/Instructor	3
Lifeguard/Instructor	1
Operations Superintendent	20
Operations Supervisor	15
<b>GOLF</b>	
Assistant Golf Pro	15
Asst. Greenskeeper	11
Custodian Technician	1
Golf Maintenance Worker	8
Golf Pro/Assistant Director	22
Golf Starter	1
Golf Starter Lead	5
Greenskeeper Superintendent	20
Range Master/Cart Washer	1
<b>PARKS &amp; CEMETERIES</b>	
Camp Hosts	1
Cemetery Sexton	15
Executive Secretary	11
Lead Arborist	13
Maintenance Worker I/II	8/10
Office Assistant I/II	7/9
Parks Superintendent	20
Parks Supervisor	15
Parks Worker	3
Tree Maintenance I/II	9/11
<b>RECREATION</b>	
Coach/Commissioner	2
Instructor	Unit Pay
Maintenance Worker I/II	8/10
Office Assistant I/II	7/9
Recreation Coordinator I/II	9/11
Recreation Superintendent	20
Recreation Supervisor	15
Special Events Coordinator	11
Sports Official	Unit Pay
<b>SENIOR CITIZENS</b>	
Kitchen/Lunch Helper	1
Recreation Specialist	4
Senior Center Bus Driver	1
Senior Center Receptionist	1
Senior Center Rental Attendants	2
Senior Citizens Manager	13
<b>PUBLIC SAFETY</b>	
<b>DISPATCH</b>	
Assistant Dispatch Supervisor	16
Dispatcher I/II	12/14

Dispatcher Lead	15
Dispatcher Supervisor	17
<b>FIRE &amp; EMS</b>	
Assistant Fire Chief	23
Assistant Public Safety Director/Fire Chief	26
Fire Captain	20
Fire Inspector	13
Firefighter/EMT-A	15
Firefighter/EMT-B	13
Firefighter/EMT-P	17
Office Assistant I/II	7/9
<b>POLICE</b>	
Administrative Assistant	11
Animal Control Officer	10
Corporal	18
Crossing Guards	2
Emergency Preparedness Coordinator	12
Evidence Technician	11
Lieutenant	24
Office Assistant I/II	7/9
Police Officer I/II	14/16
Police Officer Trainee	14
Public Safety Director/Police Chief	28
Sergeant	20
Urban Deer Abatement Specialist	Unit Pay
<b>PUBLIC WORKS</b>	
<b>ADMINISTRATION</b>	
Assistant Public Works Director/Engineer	27
Assistant Public Works Director/Operations	25
Executive Secretary	11
Public Works Director	28
<b>ENGINEERING</b>	
Blue Stake Technician	13
City Engineer	25
Civil Engineer I/II	17/20
Engineering Tech I/II	13/15
Inspector I/II	15/17
<b>SOLID WASTE</b>	
Equipment Operator I/II	9/11
Office Assistant I/II	7/9
Solid Waste Field Supervisor	16
<b>STORM WATER</b>	
Storm Water Lead Worker	14
Storm Water Operator I/II	9/11
<b>STREETS</b>	
Office Assistant I/II	7/9
Streets Equipment Operator I/II	9/11

Streets Lead Worker	14
Streets Field Supervisor	16
Streets Superintendent	21
<b>WASTEWATER COLLECTIONS</b>	
Wastewater Collection Lead Worker	14
Wastewater Collection Operator I/II	9/11
Wastewater/Storm Water Field Supervisor	16
<b>WASTEWATER TREATMENT</b>	
Wastewater Pre-Treatment Inspector	11
Wastewater Reclamation Facility Manger	20
Wastewater Reclamation Facility Mechanic	14
Wastewater Treatment Lead Worker	14
Wastewater Treatment Operator I/II	9/11
Yard Attendant/Compost Labor	3
<b>WATER</b>	
Office Assistant I/II	7/9
Water Field Supervisor	16
Water Lead Worker	14
Water Maintenance Technician I/II	9/11
Water Superintendent	21
<b>WATER - PI</b>	
Irrigation Worker	8
Water Meter Readers	2



## STAFF REPORT

**DATE:** June 4, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Patrick Monney, Director of Administrative Services

**SUBJECT: FY 2025 EXECUTIVE MUNICIPAL OFFICERS COMPENSATION INCREASES**

---

### **RECOMMENDED MOTION**

The Administration Department recommends that the City Council pass a motion to approve Resolution No. \_\_\_\_\_ that outlines executive municipal officers' compensation increases for Springville City officers and employees for the fiscal year ending June 30, 2025.

### **EXECUTIVE SUMMARY**

This resolution sets forth the compensation increases for executive municipal officers based off merit performance for the City as required by State law (10-3-818 (2)). The specific amounts will be between 0% and not to exceed 7% of municipal officers current compensation (collectively/in total not to exceed \$204,572.89). This range is contemplated in the budget that has been balanced, adopted as tentative, and is considered for final adoption in a public hearing at the same time as consideration of this resolution which will need a separate public hearing.

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

State statute (Utah Code Annotated 10-3-818 (2)) requires a municipality to present executive municipal officers' compensation increase by resolution prior to a public hearing.

### **BACKGROUND**

During the 2024 Utah State legislative session, Utah Code 10-3-818, was amended to include a separate public hearing to publish the executive municipal officers' compensation increase for each annual budget (10-3-818 (2)). This process provides the transparency state law requires while allowing the process to be as efficient as possible.

## **DISCUSSION**

Compensation schedules were reviewed and analyzed as part of the budget process.

## **ALTERNATIVES**

The Council could consider changes to the compensation schedules and make changes to the budget accordingly.

## **FISCAL IMPACT**

The compensation schedules reflect market adjustments and were discussed as part of the budget process. These schedules are included in the budget, which is balanced.



**RESOLUTION #2024-\_\_**

**A RESOLUTION SETTING COMPENSATION FOR SPRINGVILLE CITY EXECUTIVE MUNICIPAL OFFICERS FOR FISCAL YEAR 2024-2025.**

**WHEREAS**, Section 10-3-818 (2) of the Utah Code Annotated requires Springville City to publish the compensation increases of its Executive Municipal Officers prior to the Governing Body's adoption to final budget after a public hearing; and

**WHEREAS**, on June 18, 2024, the Springville City Council held a public hearing to hear public comments concerning Springville's annual budget, which budget includes salaries for executive municipal officers and all full-time employees; and

**WHEREAS**, Springville's Compensation Schedule for Fiscal Year 2024-2025 is attached to and incorporate as a part of Springville City's Fiscal 2024-2025 Final Budget, which the City Council has adopted concurrently with Ordinance #\_\_\_\_\_; and

**WHEREAS**, after holding a public hearing on this Resolution, the Springville City Council does now desire to hereby approve and adopt this Resolution.

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

**SECTION 1:** For Fiscal Year 2024-2025, executive municipal officers' compensation increases shall be issued based off merit performance which may result in 0% not to exceed 7% of their current compensation.

**SECTION 2:** For Fiscal Year 2024-2025, all executive municipal officers, appointed officers and employees of Springville City shall be paid in accordance with Springville's Compensation Schedule for Fiscal Year 2024-2025.

**SECTION 3:** This resolution will become effective one day after publication hereof in the manner required by law.

ADOPTED by the City Council of Springville, Utah, this 18<sup>th</sup> day of June, 2024.

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Matt Packard, Mayor

ATTEST:

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Kim Crane, City Recorder



## STAFF REPORT

**DATE:** June 14, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Bruce Riddle, Finance Director

**SUBJECT: FY 2025 FINAL BUDGET - ENTERPRISE FUND TRANSFERS**

---

### **RECOMMENDED MOTION**

Other than opening a Public Hearing, no formal action is required of the City Council. It is proposed that the public hearing be opened on June 18, 2024 and any comments from the public heard.

### **EXECUTIVE SUMMARY**

Approximately \$7.8 million of the General Fund's \$40,000,000 in revenues comes from transfers from the City's enterprise funds (utilities and golf). Approximately 46% of those transfers are administrative fees allocated to the enterprise funds for services they receive from the General Fund (e.g. legal, H.R., utility billing, etc.). These allocations are calculated by the Finance Department and are deemed to be a reasonable cost of providing the services. The remainder of the transfers are effectively dividend payments to the citizen-owners of the utilities that would otherwise go to investors if the utilities were privately held. These transfers are used for general governmental purposes and help keep property tax rates low. State law requires transparency in reporting the transfers and also requires a public hearing.

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

State statute (Utah Code 10-6-135.5) requires, among other things, that a municipality intending to transfer money from an enterprise fund to another fund of the city to hold a separate and independent public hearing to provide for public comment on these intended transfers.

### **BACKGROUND**

During the 2017 Session, the Utah Legislature passed HB 164 (Municipal Enterprise Fund Amendments), which modified language relating to transfers of money from a municipal enterprise fund to another fund. The requirements of the new legislation

include: (a) providing public notice of the intended transfer (including a letter sent to utility customers, e-mailing the letter to paperless billing customers, and posting the letter on the city's website and any social media platforms used by the city), (b) clearly identifying the transfer in the budget document, and (c) holding a separate and independent public hearing related to the transfer.

## **DISCUSSION**

The City has complied with the requirements of the State law. A copy of the letter that was sent to the utility customers is attached to this staff report.

## **ALTERNATIVES**

The public hearing is required if the Council intends to include transfers in the budget. The City Council could remove transfers from the budget.

## **FISCAL IMPACT**

The transfers included in the FY 2025 budget total \$7,783,090. Alternate funding sources or budget reductions would be required if the transfers were eliminated.





## Notice to Springville Utility Customers

State law requires that the City provide an annual disclosure of money transferred from an enterprise fund (typically a utility service) to any other fund of the City. Springville's Fiscal Year 2025 Tentative Budget includes a set percentage transfer of 6.5 percent of operating revenues from each of the utility enterprise funds (Water, Sewer, Electric, Storm Drain, and Solid Waste) to the City's General Fund. The transfer amount also includes the value of utilities provided to the general fund at no charge. Additionally, the budget includes a transfer of two percent of the budget of Enterprise Fund capital projects to support the "Percentage for the Arts" program, which promotes public art in Springville. Transfers are amounts that cannot be defined as reasonable allocations of costs between funds and are not typically repaid.

As has been its practice for many years, the City of Springville has budgeted for the transfer of money from its utility enterprise funds to the general fund as a return on investment to its shareholders, the Springville City rate payers. These funds are used each year to help cover costs of important city services like police, fire, library, senior center, parks, recreation and other city functions. The utility transfer helps keep property taxes low in Springville.

Separate from these operating transfers, the enterprise funds pay an administrative charge to cover the costs of centralized services provided by the general fund to the enterprise funds. These services include but are not limited to utility billing, accounting, payroll, legal, human resources, and engineering. These administrative fees are calculated by the Finance Department and are considered to be reasonable allocations of costs between funds.

The following are Fiscal Year 2025 transfers and administrative fees (budgeted not to exceed):

Fund	FY 2025 Expense Budget	Transfer To	Transfer Amount	% of Expense Budget	Admin. Fees	% of Budget
Water	\$9,370,601	GF/ISF Fund	\$478,913	5.1%	\$1,086,853	11.6%
Sewer	\$7,321,748	GF/ISF Fund	\$489,856	6.7%	\$797,479	10.9%
Electric	\$39,466,229	GF/ISF Fund	\$2,874,190	7.3%	\$698,933	1.8%
Storm Water	\$2,477,469	GF/ISF Fund	\$153,897	6.2%	\$371,523	15.0%
Solid Waste	\$2,736,403	GF/ISF Fund	\$175,234	6.4%	\$551,618	20.2%
Golf	\$1,714,780	GF/ISF Fund	\$4,260	0.2%	\$100,419	5.9%

The FY 2025 Tentative Budget will be considered by the City Council in their regular meeting on May 7, 2024 with a public hearing set for Tuesday, June 18, 2024 at 7:00 p.m. at the City Council Chambers located at the Springville City Center, 110 South Main Street, Springville, Utah. The public hearing will be to discuss the proposed dividend transfer in the Fiscal Year 2025 Budget.

More information about the City's Budget is available at:  
<https://www.springville.org/finance/budgets/>

Thank you for your support and involvement as a customer of Springville Utilities.



## STAFF REPORT

**DATE:** June 11, 2024

**TO:** Honorable Mayor and City Council

**FROM:** Bruce Riddle, Finance Director

**SUBJECT: SPRINGVILLE CITY FY 2025 TENTATIVE BUDGET EFFECTIVE JULY 1**

---

### **RECOMMENDED MOTION**

The Finance Department recommends that the City Council approve **A RESOLUTION FOR SPRINGVILLE CITY CORPORATION TO OPERATE UNDER A TENTATIVE BUDGET IN THE AMOUNT OF \$117,221,014 FOR EXPENDITURES AND TRANSFERS IN THE FISCAL YEAR BEGINNING JULY 1, 2024 UNTIL A FINAL BUDGET CAN BE ADOPTED FOLLOWING A TRUTH IN TAXATION HEARING ON AUGUST 20, 2023.**

### **EXECUTIVE SUMMARY**

Consistent with State law, the Council is required to adopt a final budget prior to June 22 of each year for the ensuing fiscal year unless the city plans to proceed with a Truth in Taxation hearing as a result of plans to increase property tax revenue beyond the certified rate established by the County. Such is the case this year; thus, the attached budget is the proposed final budget, but will only be adopted as a Tentative Budget that will be effective July 1, 2024 and remain in place until a Truth in Taxation hearing can be held in August, at which time the Council will adopt a final budget.

The attached budget contains a few changes from the Tentative Budget adopted by Council in May. The changes are detailed later in this staff report and reflect primarily new information we received since the Tentative Budget was adopted.

This budget is balanced with a proposed property tax increase of 4.0%. There are inflationary fee increases for each of the utility funds with the exception of power along with modest wage increases.

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

The Uniform Fiscal Procedures Act for Utah Cities (Utah Code 10-6-114) requires that Springville City advertise and hold a public hearing to gather comments on the budget tentatively adopted in the May Council meeting. Additionally, state statute (Utah Code

10-6-118) requires the city to adopt a final budget on or before June 22 of each fiscal period unless the city intends to go through the Truth in Taxation process, in which case a final budget can be adopted following the Truth in Taxation hearing that will take place in August.

## **BACKGROUND**

The City Council held a budget retreat on April 30, 2024 where budget materials previously distributed were presented and discussed. Taking input from the Council, the staff made changes to the budget documents presented in the retreat and on May 7, 2024, the Springville City Council adopted a Tentative Budget for the 2024-2025 fiscal year. The Tentative Budget was made available for public review for at least 10 days prior to the adoption of the public hearing on June 18, 2024 as required by state law. Since the May 7, 2024 Council Meeting, additional budget information has become available and subsequently included in the final budget document. Changes to the Tentative Budget are discussed below.

## **DISCUSSION**

The Final Budget document is attached for reference to this report. The document includes a budget message from Administrator Fitzgerald as well as budget summaries and detail. The following bullet points highlight a few changes between the Tentative Budget and Final Budget (a summary of changes is attached).

- *Planning & Zoning.* Following discussion with the City Council, and after receiving revised pricing from the General Plan consultant, \$160,000 has been added to the Planning & Zoning budget to accommodate a re-write of the development code that will be consistent with the General Plan that is budgeted to be revised in FY 2025. Funding for this change will come from two sources: a revision in the anticipated revenue for Energy Use Tax (\$95,000) and General Fund reserves for the balance.
- *Streets CIP.* Also following discussion with the City Council, \$530,000 has been added to the Streets CIP budget for Main Street Corridor Improvements on the Allen's block that are consistent with the Reframing Downtown Plan. Funding for these improvements is from Transportation Sales Tax Reserves.
- *Power.* Associated with the Main Street Corridor Improvements on the Allen's block is street lighting also consistent with the Reframing Downtown Plan. These improvements are budgeted at \$70,000 and will reduce the Power Department's budgeted increase to fund balance. In addition to this capital project, part-time salaries and associated benefits were increased by \$9,976 to add a hours for a PT intern to do analytical projects for the department.



- *Solid Waste*. Solid Waste expense was increased by \$8,800 as a result of the SUVSWD Haul-off fee being increased. Capital projects were reduced by a like amount in order to balance the budget.
- *Fee Schedule*. A number of fee schedule changes are proposed from what was included in the Tentative Budget. Most of these are minor or are revenue neutral compared to the Tentative Budget. A \$10 Library Facility Rental Cancellation fee was added as was a \$30 fee for a Babysitting Class in the Recreation Department along with \$5 dollar pass-through costs for Seals swim team participation (both with and without CRC membership) as a result of a County participation fee that was increased.

## **ALTERNATIVES**

The Council can provide additional direction on items in the Tentative Budget; however, the Council is required by State statute to adopt a budget no later than June 22, 2024 under which to operate for the fiscal year beginning July 1, 2024.

## **FISCAL IMPACT**

Details of the estimated revenues and expenditures are included in the documents distributed to the Council. The budget as proposed includes a 4.0% property tax increase. Changes to fees have been reflected in the Comprehensive Fee Schedule.



Tentative to Final Changes

		Tentative Budget	Final Budget	Note
<i>Exhibits</i>				
Exhibit A	Pay Table			Minor edits
Exhibit C	Comprehensive Fee Schedule			Minor edits
	Library Facility cancellation fee	n/a	10	
	Seals w/ membership	160	165	County participation fee increased \$5
	Seals w/out membership	180	185	County participation fee increased \$5
	Babysitting Class	n/a	30	
<i>General Fund</i>				
	Utilize Transportation Sales Tax Reserves	50,087	580,087	Allen's Block improvements
	Utilize General Fund Reserves	-	57,214	Utilize reserves to balance
10-3100-125	Energy Use Tax	2,681,000	2,776,000	Revised projection
10-9000-846	Transfer Transportation Sales Tax Reserves to CIP	50,087	580,087	Allen's Block improvements
10-4165-310	Professional & Technical Services	175,000	335,000	Development Code Rewrite
<i>General CIP</i>				
45-3600-new	Transfer from Transportation Sales Tax Reserves	50,087	580,087	Allen's Block improvements
45-4410-new	Main Street Corridor Improvements	-	530,000	Allen's Block improvements
<i>Solid Waste</i>				
57-5700-240	Solid Waste Expense	656,496	665,296	SUVSWD Haul-off fee increase
67-6024-041	Recycling Cans	27,390	18,590	Reduced for slower recycling growth
<i>Power</i>				
	Increase Operating Reserves	470,781	390,805	Cover amendments
53-5350-120	Part-time Employee Salaries	26,463	35,593	Added PT Intern hours
53-5350-130	Employee Benefits	434,013	434,859	Added PT Intern hours
53-6050-248	Main Street Lighting	-	70,000	Allen's Block improvements

**RESOLUTION #2024-\_\_**

**A RESOLUTION FOR SPRINGVILLE CITY CORPORATION TO OPERATE UNDER A TENTATIVE BUDGET IN THE AMOUNT OF \$117,221,014 FOR EXPENDITURES AND TRANSFERS IN THE FISCAL YEAR BEGINNING JULY 1, 2024 UNTIL A FINAL BUDGET CAN BE ADOPTED FOLLOWING A TRUTH IN TAXATION HEARING ON AUGUST 20, 2024.**

WHEREAS, tentative budgets ("Tentative Budgets") in proper form have been prepared for all funds for which a budget is required by Utah State Law; and,

WHEREAS, the Tentative Budgets, together with supporting schedules and data have been available for public inspection in the office of the City Recorder as required by law; and,

WHEREAS, on June 18, 2024 the Municipal Council held duly noticed public hearings to receive public comment and ascertain the facts regarding the Tentative Budgets, which facts and comments are found in the hearing record; and,

WHEREAS, all interested persons were heard, for or against the estimates of revenue and expenditures as set forth in the Tentative Budgets; and,

WHEREAS, all statutory and legal requirements for the adoption of said budgets have been completed; and

WHEREAS, after considering the Administration's recommendations, and facts and comments presented to the Municipal Council, the Council finds (i) the budgets should be adopted as set forth below; and (ii) such action reasonably furthers the health, safety and general welfare of the citizens of Springville City.

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

**PART I:**

The Springville City expenditure and transfer budgets in the amount of \$117,221,014 as set forth in the attached Tentative Budget document including budgets for capital improvements are hereby adopted for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

PART II:

All outstanding encumbrances and project/grant balances as of June 30, 2024 approved by the Budget Officer shall be continued and re-appropriated for expenditure into the 2024-2025 fiscal year.

PART III:

Except in cases determined by the Mayor to be an emergency, the projects within the Capital Improvement funds cannot be deleted, changed in budget amount or new projects added without approval by the Municipal Council. If the Mayor determines that there is an emergency, the Budget Officer is authorized to transfer unencumbered or unexpended appropriation balances from one expenditure account to another within the same fund in an amount up to \$50,000.

PART IV:

The Springville Municipal Council postpones adopting a Certified Tax Rate to be levied on all taxable property within the corporate limits of Springville City in order to support the tax revenue in the General Fund and Debt Service Fund until a Truth in Taxation hearing to be held August 20, 2024.

PART V:

Employee compensation for the 2024-2025 fiscal year shall be shown on the FY 2024-2025 Pay Scale included in the Tentative Budget document as Exhibit "A" except as may be later amended by the Municipal Council. Salaries for elected and statutory officers will be set in accordance to an ordinance adopted concurrently with this Budget Resolution.

PART VI:

Authorized fees and charges to defray the cost of City programs and services during the 2024-2025 fiscal year shall be as shown on the Comprehensive Fee Schedule included in the Tentative Budget document as Exhibit "B" except as may be later amended by the Municipal Council or as deviations may occur pursuant to the Resolution on Standards for Deviation from Fees Established in the Consolidated Fee Schedule.

PART VII:

Following a Truth in Taxation hearing to be held August 20, 2024 and after the adoption of a final budget, said final budget shall be certified and filed with the State Auditor and in the office of the City Recorder as required by law and shall be available to the public during regular business hours.

PART VIII:

The budgets hereby adopted include payment, on behalf of qualifying employees, of their portion of certain retirement account contributions.

PART IX:

This resolution shall take effect immediately.

END OF RESOLUTION.

PASSED AND APPROVED this 18<sup>th</sup> day of June 2024.

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Matt Packard, Mayor

ATTEST:

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Kim Crane, City Recorder