RESOLUTION NO. 2024-16

A RESOLUTION AUTHORIZING AND APPROVING THE MILLARD COUNTY POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Spring City, Utah (the *"Participant"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the *"Joint Action Agreement"*);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire and construct a natural gas-fired electric generating facility consisting of multiple reciprocating internal combustion engines to be known as the "Millard County Power Project" (the *"Project"*) to be located at a site in Millard County, Utah, and to sell the capacity and output of the Project pursuant to the Millard County Power Project Power Sales Contracts (the *"Power Sales Contracts"*) between UAMPS and the Participants (capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contracts);

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project and the Power Sales Contracts, and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant's electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) its current and projected needs for electric power and energy and information with respect to the Project prepared by UAMPS setting forth, among other things, preliminary estimates of the

Development Costs, the Cost of Acquisition and Construction, the estimated timeline for the development and construction of the Project and related matters, and now desires to authorize and approve the Power Sales Contract;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Spring City, Utah, as follows:

Section 1. Approval of Power Sales Contract; Development Share. (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the City Recorder is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

(b) A Development Share representing 460 kW of capacity in the Project is hereby authorized and approved. The Participant acknowledges that (i) its Development Share may be increased to provide for a full allocation of the Project Output and (ii) by virtue of its Development Share, the Participant will have an Entitlement Share with the same amount of Electric Power as its Development Share from and after the Completion of Development through the remaining term of the Power Sales Contract, all as provided in the Power Sales Contract.

Section 2. Participant's Representative. (a) The appointment of Kent Kummer as the Participant's Representative to UAMPS is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share, and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

Section 3. Compliance with Tax Covenants. The Participant agrees in the Power Sales Contract that it will apply all of the electric power and energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that it will observe and comply with such instructions as may be provided from time to time by UAMPS with respect to the Qualified Use of the electric power and energy acquired under the Power Sales Contract.

Section 4. Further Authority. (a) The Mayor and the City Recorder are hereby authorized, empowered and directed to (i) execute the Certificate of the Participant in substantially

the form attached as EXHIBIT III to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Certificate of the Participant in substantially the form attached as *Exhibit IV* to the Power Sales Contract and to deliver the same to UAMPS.

(b) The Participant's legal counsel is hereby authorized, empowered and directed to (i) execute the Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT V to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT VI to the Power Sales Contract and to deliver the same to UAMPS.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrepealable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on November 7, 2024.

SPRING CITY

By _____
Mayor

ATTEST:

_____
City Recorder

[SEAL]

RESOLUTION NO. 2024-17

A RESOLUTION AUTHORIZING AND APPROVING THE POWER COUNTY POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Spring City, Utah (the *"Participant"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the *"Joint Action Agreement"*);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire and construct a combined cycle natural gas-fired electric generating facility plant known as the "Power County Power Project" (the *"Project"*) to be located at a site in Power County, Idaho, and to sell the capacity and output of the Project pursuant to the Power County Power Project Power Sales Contracts (the *"Power Sales Contracts"*) between UAMPS and the Participants (capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contracts);

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project and the Power Sales Contracts, and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant's electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) its current and projected needs for electric power and energy and information with respect to the Project prepared by UAMPS setting forth, among other things, preliminary estimates of the Development Costs, the Cost of Acquisition and Construction, the estimated timeline for the

development and construction of the Project and related matters, and now desires to authorize and approve the Power Sales Contract;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Spring City, Utah, as follows:

Section 1. Approval of Power Sales Contract; Development Share. (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the City Recorder is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

(b) A Development Share representing 300 kW of capacity in the Project is hereby authorized and approved. The Participant acknowledges that (i) its Development Share may be increased to provide for a full allocation of the Project Output and (ii) by virtue of its Development Share, the Participant will have an Entitlement Share with the same amount of Electric Power as its Development Share from and after the Completion of Development through the remaining term of the Power Sales Contract, all as provided in the Power Sales Contract.

Section 2. Participant's Representative. (a) The appointment of Kent Kummer as the Participant's Representative to UAMPS is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share, and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

Section 3. Compliance with Tax Covenants. The Participant agrees in the Power Sales Contract that it will apply all of the electric power and energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that it will observe and comply with such instructions as may be provided from time to time by UAMPS with respect to the Qualified Use of the electric power and energy acquired under the Power Sales Contract.

Section 4. Further Authority. (a) The Mayor and the City Recorder are hereby authorized, empowered and directed to (i) execute the Certificate of the Participant in substantially the form attached as EXHIBIT III to the Power Sales Contract and to deliver the same to UAMPS,

and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Certificate of the Participant in substantially the form attached as *Exhibit IV* to the Power Sales Contract and to deliver the same to UAMPS.

(b) The Participant's legal counsel is hereby authorized, empowered and directed to (i) execute the Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT V to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT VI to the Power Sales Contract and to deliver the same to UAMPS.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrepealable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on November 7, 2024.

SPRING CITY, UTAH

By _____
Mayor

ATTEST:

_____
City Recorder

[SEAL]

simultaneously improve the system capacity along 700 E to meet the required level of service for fire flow capacity, and also increase the overall distribution system capacity throughout the system.

The available capacity within the distribution system is a dynamic metric that is dependent upon where the demands in the system may occur at any given time. As such, an average available capacity across the system is derived from the hydraulic model based on the average available design flow that can be achieved during peak day demands while still maintaining the minimum allowable pressures throughout the system. The average available design flow in the entire system is projected to increase from 2,114 gallons per minute (gpm) to 2,600 gpm, for a projected increase of 486 gpm on average across the system. Within the service area along 700 E, the average available design flow is projected to increase from 1,178 gpm to an average of 2,536 gpm, which represents a 115% increase within this localized service area. In this area, approximately 321 gpm of the increased capacity (approximately 24%) is required to meet the level of service (1,500 gpm fire flow), while the remaining 76% of the increase is allocable to future growth. Although the physical upgrades are geographically limited to this eastern service area, they provide increased capacity throughout the system. As such, 76% of the cost of the distribution system upgrades will be impact fee eligible, and will provide capacity for 581 additional ERCs as calculated in Appendix B. The total cost of the distribution system improvements is $2,938,749 (principal + interest) and the impact fee eligible portion of the cost (76%) is $2,242,963.

6.6 IMPACT FEE CALCULATION

The impact fee calculation is calculated by dividing the total allocable cost by the total number of ERCs served by the improvement. The allocable costs are shown in Table 6.6.

Table 6.6 System Components with Excess Capacity

Spring City Culinary System Eligible Improvements								
Improvement	Total Estimated Cost	Grant	Loan	Loan (Principal + Interest)	% Allocable to Future Growth	Eligible Cost	ERC Served	$/ERC
New 500,000-Gallon Tank	$ 1,693,418	$ 500,120	$ 1,193,297	$ 1,448,316	95%	$ 1,373,104	776	$ 1,768.88
Upgrades to Distribution System	$ 3,436,080	$ 1,014,784	$ 2,421,296	$ 2,938,749	76%	$ 2,242,963	581	$ 3,862.80
							Sum of Eligible Impact Fees	**$ 5,631.68**
							User Fee Credit	**$ (1,167.65)**
							Recommended Impact Fee	**$ 4,464.03**

6.7 CREDITS

The improvements included in the impact fee analysis are part of a culinary water improvements project that is financed through the Utah Drinking Water Board with a combination of grant and loan funds as represented in Table 6.6. Because a portion of future monthly usage rates may be used to service debt payments for current and proposed infrastructure, a reasonable impact fee may account for the portion paid by new users to debt service payments. To calculate the per-ERC credit, an estimation of average contribution per ERC to the debt service payments over the course of the planning period is made.

As new ERCs are added to the system, the portion of individual user fees allocated to debt service payments will decrease, and the amount of collected impact fees that are available to offset the debt

Table 6.5 Existing System Components with Excess Capacity

Spring City Wastewater Recommended Improvements								
Improvement	Estimated Project Cost	Grant	Loan	Loan (Principal + Interest)	% Allocated to New Growth	Eligible Cost	ERC Served	$/ERC
Spring City Sewer Improvement Project 2024	$ 5,128,000	$ 1,563,000	$ 3,424,000	$ 5,806,084	96.29%	$ 5,590,868	1,039	$ 5,380.40
Existing Lagoons	$ 837,969	$ 650,966	$ 187,003	$ 314,433	7.76%	$ 24,412	38	$ 638.81
Existing Collection System	$ 1,792,409	$ 906,853	$ 399,997	$ 672,570	70.05%	$ 471,162	1,062	$ 443.63
							Sum of Eligible Impact Fees	$ 6,462.84
							User Fee Credit	$ (1,915.63)
							Recommended Impact Fee	$ 4,547.21

6.6 CREDITS

The Spring City Sewer Improvement Project 2024 is financed through the USDA Rural Development Agency with a combination of loan and grant funding as represented in Table 6.5. Because a portion of future monthly usage rates may be used to service debt payments for current and proposed infrastructure, a reasonable impact fee may account for the portion paid by new users to debt service payments. To calculate the per-ERC credit, a calculation of average contribution per ERC to the debt service payments over the course of the planning period is required.

As new ERCs are added to the system, the portion of user fees allocated to debt service payments will decrease, and the amount of collected impact fees that are available to offset the debt service payments will increase. On average, new ERCs will contribute to debt service payment for 9.01 years. The calculation of the average years of payment, and the average annual portion of user fees are included as Appendix C. It should be noted that additional impact fee eligible projects and debt service may be incurred within the planning period; the impact fee analysis should be updated as these projects occur.

To calculate a reasonable credit, the impact fee eligible annual debt service for each year is divided by the number of ERCs served for each year through the 20-year planning period. The average portion of user fees used for debt service on impact fee eligible projects over the 20-year planning period is $212.61 annually. The credit is then calculated by multiplying the average portion of annual user fees by the average years an ERC will pay user fees. Thus, the calculated credit (detailed further in Appendix C) is as follows:

$$User\ Rate\ Credit = \$212.61\ x\ 9.01 = \$1915.63$$

6.7 RECOMMENDED SEWER IMPACT FEE

The total impact fee allowable for sewer is the sum of the allocable costs for excess system capacity and new projects minus the calculated user rate credit. The maximum recommended impact fee for wastewater projects is **$4,547**.

7.0 CONCLUSION AND RECOMMENDATIONS

Sunrise Engineering recommends the maximum reasonable impact fee for Spring City's sewer system to be no more than **$4,547** per ERC. The impact fee is to be in addition to, and separate from, connections fees.

SUNRISE ENGINEERING

Utah County Office
1180 North Mountain Springs Parkway, Springville, Utah 84663 | **Tel:** 801.704.5220

Spring City Transportation Master Plan Proposal Options

2025 TPA Application Deadline: December 12th, 2024 at 11:59 pm

2024 Average TPA Match for Projects under $75,000 = 19%

Options:	Option #1	Option #2	Option #3	Option #4
Update:	Basic Transportation Master Plan (TMP)	Option #1 + Active Transportation (ATP) + GIS Story Map	Option #1 + Pavement Management Plan + GIS Story Map	Option #1 + #2 + #3
Scope:	Basic TMP • Daily Traffic Data Collection along key routes • Analyze crash history • Travel Demand modeling based on 5, 10, and 20 year growth scenarios • Establish basic transportation related standards (typical section review, TIS requirements, etc.) • Capital Improvement Project List • Basic GIS Mapping	Basic TMP Active Transportation • Establish local and regional trails/paths • Evaluate Safe Routes to School • Establish active transportation standards • Enhanced public involvement GIS Story Map • Creation of a GIS Story Map for interactive visualization and report summary	Basic TMP Pavement Management Plan • Pavement Conditions Evaluations • Establish budget driven maintenance plan • Establish pavement management user platform GIS Story Map • Creation of a GIS Story Map for interactive visualization and report summary	Basic TMP Active Transportation Pavement Management Plan

Public Involvement:	• One Public Open House • Comments at Open House	• One Public Open House • Comments at Open House • Public Survey • Plan Advisory Committee	• One Public Open House • Comments at Open House • Public Survey • Plan Advisory Committee	• One Public Open House • Comments at Open House • Public Survey • Plan Advisory Committee
Deliverable:	Hard copy and electronic copy of TMP with text, photos, tables, infographics, and maps.	Hard copy and electronic copy of the TMP and ATP with text, photos, tables, infographics, and maps.	Hard copy and electronic copy of the TMP and ATP with text, photos, tables, infographics, and maps.	Hard copy and electronic copy of the TMP, ATP, and PMP with text, photos, tables, infographics, and maps.
Estimated Cost:	Basic TMP: $50,000 **Total: $50,000**	TMP: $50,000 Active Transportation: $10,000 **Total: $60,000**	TMP: $50,000 Pavement Management Plan: $15,000 **Total: $65,000**	TMP: $50,000 Active Transportation: $10,000 Pavement Management Plan: $15,000 **Total: $75,000**

Cub Cadet

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3X® 30" TRAC Snow Blower

3X™ THREE-STAGE POWER

3.6 (56)

$2,499.00 OR **$142/mo[14] No interest if paid in full within 18 months**

Total includes $50 promotional fee. Interest will be charged from the purchase date if the purchase balance is not paid in full by the end of the promotional period. Minimum purchase $750. Advertised payment is greater than required minimum payment. See details

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Take down the wall of winter with this 3X 30 in. 420cc Gas Three-Stage Snow Blower. Equipped with track drive designed for traction on slopes, inclines, and gravel driveways and a three-stage design that quickly breaks down heavy, wet snow and clears up to 18 in. of snow†. Includes trigger-controlled power steering engineered for control and maneuverability. Heated hand grips help provide warmth and comfort. LED lightbar on top of the auger housing and dual LED headlights on the dash help provide visibility in low-light conditions.

- 30 in. clearing width and 23 in. intake height powers through 18 to 23 in. of snow†
- Track drive is ideal for slopes, inclines, and gravel and provides reliable traction in winter conditions.
- Three-stage design with durable, center-mounted steel accelerator spins 10 times faster than the augers to break down and quickly clear heavy, wet snow

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Get it Fri, Nov 1	Unavailable	Usually ships next day
FREE		Check arrival date and cost

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☐ Assembly **$10.00**

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VP Racing Fuels Small Engine Ethanol-Free 4-Cycle Small Engine Fuel 1 gal (23)
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Specifications ⌄

Questions & Answers (11) ⌄

Reviews (15) ⌄

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☐ **2 Year Service Plan $449.99**

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Product Details

Defrost an army of Frosties with this snow-destroying 420cc, 2-stage, 4-cycle Toro premium TRX snow blower. Bust open a path 28 in. wide and 21 in. deep, while tossing snow an impressive 60+ ft. Tracks provide increased stability for use on the toughest slopes and steepest terrain. Start up with one-push, electric start precision for the serious snowbound jobs on long driveways, up slopes and through the depths of winter. Power steer your work with tight-turn ease on heavy-duty tracks, and cast-iron skids with drift cutters. Our hydrostatic transmission adjusts speed on the fly with one-handed operation. Power up, power down with infinitely variable speed control. Stay in motion with Toro's Quick-Adjust auger housing lever to help you scale steep inclines, shift flat to clear along gravel or pavement, and shift down to dig into snow removal. Stay clog-free with our Anti-Clogging System. Stay durable with our hardened gears and commercial-grade no-shear pins gearbox. Stay in charge with our Quick Stick control for quick and effortless steel chute and double deflector adjustment. A bit more for Frosty to worry about: commercial-duty handle, LED headlight, hand warmers, and a 5-year limited, 1-year commercial warranty. May the best snowman win.

- Unmatched Stability. Track driven allows you to clear snow from the toughest terrain and steepest slopes.
- Smooth Handling and Low Maintenance. Hydrostatic transmission allows for self-propelled operation; plus increased stability, smoother handling, longer life and less maintenance.
- Total Speed Control. Change your speed on the go with Infinitely Variable Speed.
- Powered Precision Moves. Powered with Toro's king, a 420cc engine, and controlled with power steering for smooth, tight turns.
- Adjust with Ease. With the push of a lever, adjust your housing up for climbing and transport, flat to blow snow off a driveway or down to dig into deep snow with Toro's Quick-Adjust auger housing lever.
- Tackle Cold Nights With Ease. You're all in for the cold day or night with LED headlights and hand warmers.
- Move Aside Frosty. Clear a path 28 in. wide and 21 in. deep, while hurling snow a serious 60 ft.
- Chute Control. Quickly change the chute and deflector direction with a single, smooth motion thanks to the Quick Stick chute control.
- Stay the Course. Minimizes clogging and routes heavy snow away from chute and back into the auger with Toro's patented Anti-Clogging System.
- Don't Stop! No shear pins needed so none to break and replace in the cold with Toro's hardened gears and commercial-grade auger gearbox.
- Built to Last. You'll enjoy years of heavy-duty use with all-steel construction.
- The Right Fit For You. This machine is at home on large to extra-large driveways, big jobs, heavy accumulation and making quick work of serious snow, like 15 in.+ of snow.
- We've Got You Covered. Toro stands behind this product with a 5-year limited warranty (residential only) and a 1-year commercial warranty.
- Easy Start. Simply push the button and you're ready to snow blow with electric start.
- Tested and Trusted. Choose with confidence, knowing millions of people worldwide count on Toro snow blowers.