



SPRINGVILLE CITY COUNCIL AGENDA
WORK MEETING
TUESDAY, MARCH 17, 2026
110 South Main Street
Springville, Utah 84663

MEETING CANCELED

The Springville City Council Work Study Meeting
Scheduled for March 17, 2026
has been canceled

The regular council meeting will be held at 5:00 p.m.

5:00 P.M. COUNCIL MEETING - CITY COUNCIL ROOM

**CALL TO ORDER
INVOCATION
PLEDGE
APPROVAL OF THE MEETING'S AGENDA
MAYOR'S COMMENTS**

PUBLIC COMMENT - Audience members may bring any item, not on the agenda, to the Mayor and Council's attention. Please complete and submit a "Request to Speak" form. Comments will be limited to two or three minutes, at the mayor's discretion. 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 otherwise specified by the Council.

1. Approval of the minutes for the work meeting and regular meeting held on March 03, 2026.
2. Approval of the Mayor's appointments of Tammy Israilson, Kurtt Boucher, and Doug Holm to the PAR Board; Eric Nord, Samuel Anders Sorensen, Kellen Hyer, Frank Young, and Clair Anderson to the Utility Board; Carlyn Thompson, Caroline Collett, and Hannah Salzl to the Community Board.
3. Approval of a Resolution approving an Interlocal Agreement for 1200 West -1550 S to Canyon Creek Parkway Phase 3 - Jeff Anderson, Assistant Public Works Director
4. Approval of a Resolution approving an Interlocal Agreement for 2600 W Roadway 400 N -1400 N (SR-75) - Jeff Anderson, Assistant Public Works Director
5. Approval of a Resolution amending an Interlocal Agreement for 1200 W - 400 S to 550 N, amending agreement No 2020-125 to extend the completion date to December 31, 2026, requiring a one (1) year extension - Jeff Anderson, Assistant Public Works Director
6. Approval of a Resolution amending an Interlocal Agreement for 1200 W - 550 N to 1400 N (SR-75), amending agreement No 2023-1202 to extend the completion date to December 31, 2029, requiring a three (3) year extension - Jeff Anderson, Assistant Public Works Director
7. Approval of a Resolution amending an Interlocal Agreement for 800 S 800 E No.2024-81 for additional funding needed due to inflation in construction costs - Jeff Anderson, Assistant Public Works Director

REGULAR AGENDA

8. Consideration of a Resolution regarding Cherry Creek Elementary School located at 484 S 200 E Springville, Utah - John Penrod, Assistant City Administrator/City Attorney

9. Consideration of a Resolution approving the amended Power Pooling Agreement between Utah Associated Municipal Power Systems (UAMPS) and Springville City - Jason Miller, Power Director

PUBLIC HEARING

9. Public Hearing for consideration of an Ordinance and adoption of the Stormwater Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) - Brad Stapley, Public Works Director
10. Public Hearing for consideration of an Ordinance and adoption of the Wastewater Treatment Facility Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) - Brad Stapley, Public Works Director
11. Public Hearing for consideration of an Ordinance and adoption of the Transportation Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) - Brad Stapley, Public Works 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.

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE - POSTED 03/13/2026

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 get in touch with 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 - March 03, 2026

MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, MARCH 03, 2026, AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Matt Packard

Elected Officials in Attendance: Karen Ellingson
Logan Millsap
Jake Smith
Mike Snelson
Mindi Wright

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, Director of Administration Patrick Monney, Library Director Dan Mickelson, Parks and Recreation Director Stacey Child, Power Director Jason Miller, Public Safety Director Lance Haight, and Public Works Director Brad Stapley. Mike Pool, Power Superintendent

CALL TO ORDER - Mayor Packard welcomed everyone and called the Work/Study meeting to order at 5:32 p.m.

COUNCIL BUSINESS

1. Calendar

- Mar 08 - Daylight Savings
- Mar 17 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Apr 07 - Works Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

Mayor Packard asked if there was any discussion regarding the upcoming calendar. Mayor Packard asked the council if they wanted to move or cancel the March 17, 2026 meeting because it is the same night as caucus night.

Council agreed to cancel the work meeting and start the regular meeting on Tuesday, March 17, 2026 at 5:00 p.m. The noticing of the Public Hearings will be amended for the new time.

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

- a) Invocation - Councilmember Ellingson
- b) Pledge of Allegiance - Councilmember Wright
- c) Consent Agenda

1. Approval of the minutes for February 17, 2026, work meeting and regular meeting.

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

3. WORK MEETING DISCUSSIONS/PRESENTATIONS

42 a) **Camp Jeremiah Johnson - Stacey Child, Parks and Recreation Director**

44 Director Stacey Childs reported that the playground at Memorial Park had been replaced. She
46 also provided updates on Camp Jeremiah Johnson and the historic railroad caboos. She explained that
the Boy Scouts had moved out of the Camp Jeremiah location approximately five to six years earlier and
had left materials behind. Staff had since cleaned out trash and were working to improve the site, and
they planned to return to the council at a later date with additional updates.

48 Director Childs also reported on the historic Utah Railway Caboose No. 62, which required
restoration. She stated that several groups had contacted the Parks Department regarding the possibility
50 of restoring or purchasing the caboose. A member of the Salt Lake & Utah Railroad Association had
offered to volunteer to help restore it for the city. She explained that the estimated cost to move the
52 caboose would be about \$10,000, with restoration estimated at approximately \$50,000. Staff intended to
review the matter further and discuss it with the council in the future. She asked the council whether they
54 had interest in selling the caboose or restoring it. She also noted that, if restored, the caboose would likely
need to be fenced to prevent vandalism and could potentially be opened to the public occasionally or for
56 special events.

Councilmember Wright stated that the caboose might be better suited for a museum, such as the
58 Ogden Train Museum.

Councilmember Snelson expressed a similar view but indicated a preference to keep the caboose
60 within the city.

Councilmember Ellingson suggested the caboose could potentially be incorporated into the Rails
62 to Trails program, but stated that if additional improvements could be made at Camp Jeremiah Johnson,
she would prefer focusing on that effort.

Councilmember Millsap stated that he would like to explore restoring the caboose and making it
64 available to the public, though he acknowledged that a museum might be a better location.

Councilmember Smith stated that he would like to keep the caboose in the city but expressed that
66 using the funds for improvements at Camp Jeremiah Johnson might be more beneficial.

68

b) **Investment Report - Heather Penni, City Treasurer**

70 City Treasurer Heather Penni reported on the city's investment portfolio and stated that the city
was in compliance with the State Money Management Act. She reviewed the city's investments in the
72 Public Treasurers Investment Fund (PTIF) and Meeder Public Funds and presented a 2025 year-in-
review summary. She also showed a comparison of PTIF performance with U.S. Treasuries from 1981 to
74 2026. She noted that the council had previously directed staff to take a conservative investment approach
and explained that PTIF's strategy had become more conservative over time. She asked the council for
76 guidance on how they would like to proceed moving forward.

Heather stated that there were currently many uncertainties in the financial climate. Finance
78 Director Riddle added that the city had continued to follow a disciplined, long-term conservative
investment strategy and noted that future decisions might depend in part on actions taken by the state
80 legislature. Heather indicated she would return with further information after the change in the Federal
Reserve chair and recommended maintaining the current 80/20 investment strategy for the time being.

82

c) **UAMPS Operating Update - Jason Miller, Power Director**

84 Director Miller reported on proposed modifications to the pooling agreement for the Utah
Associated Municipal Power Systems (UAMPS). He explained that Springville is a board member of
86 UAMPS and procures power through the organization. He described UAMPS as a Joint Action Agency
composed of approximately 50 municipal and district members that participate in projects on a project-

88 by-project basis, with governance structured as one city, one vote rather than weighted voting. He also
90 explained that the Utah Municipal Power Agency (UMPA) is a similar organization, but cities purchasing
power through UMPA buy into the agency's existing resources and the organization does not accept new
members.

92 Director Miller stated that one of the UAMPS initiatives involves a pooling and trading framework
for its members. He reported that UAMPS is required to join the Energy Day Ahead Market (EDAM) by
94 May 1, 2026, which is a centralized wholesale market structure rather than individual bilateral
counterparties. The amended and restated pooling agreement is intended to explicitly support
96 participation in an organized wholesale market.

98 He explained that participation in EDAM will require an annual purchase plan and that the city
must demonstrate its ability to meet those requirements. He noted that it would not be practical for the
city to meet those requirements independently and that Springville is already invested in several UAMPS
100 projects. He added that other participating cities are taking a conservative approach and working together
through the process.

102 Director Miller stated that a resolution regarding the amended pooling agreement would be
brought before the council for approval at a future meeting.

104

d) Station Area Plan - Josh Yost, Community Development Director

106 Director Yost reported on the Station Area Plan, including existing planning efforts, the planning
process, and next steps. He explained that the existing planning framework includes the Westfields
108 Community Plan, which established a goal of creating a community core. He described station area
planning as development around a fixed guideway transit station, with opportunities for single-family and
110 multi-family housing, the creation of a mixed-use core that responds to market demand, and expanded
multi-use trails. He reported that staff are currently working with a consultant to develop a Station Area
112 Zoning Plan and noted that the council will have an opportunity to provide input on the plan and proposed
zoning.

114 Councilmember Snelson asked whether there were concerns about potential noise impacts.
Director Yost responded that noise and related impacts had been reviewed. While some noise is
116 expected, he stated that staff do not anticipate it being a significant problem and that quiet zones are
expected.

118 Director Yost explained that the proposed plan includes a street network, parks connected by
trails, and a village core that would be the most intensely developed portion of the site. He reported that
120 the Planning Commission had reviewed the plan and requested a more diagrammatic rendering. He also
reviewed proposed land use types and summarized public feedback received. He stated that the next
122 step will be to return to the council for further action.

124 MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

126 Mayor Packard asked if there was any further discussion. There was none.

ADJOURNMENT CLOSED SESSION IF NEEDED - TO BE ANNOUNCED IN MOTION

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

130

132 **Motion: Councilmember Snelson moved** to adjourn the work meeting at 7:00 p.m. **Councilmember
Smith seconded** the motion. **Vote Yes:** Councilmember Ellingson, Councilmember Millsap,
Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed
134 Unanimously, 5-0**

136

This document constitutes the official minutes for the Springville City Council Work/Study Meeting held on Tuesday, March 03, 2026.

138

I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, 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, March 03, 2026.

140

142

DATE APPROVED: _____

Kim Crane
City Recorder

144

DRAFT

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, MARCH 03, 2026, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

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Elected Officials in Attendance: Karen Ellingson
Logan Millsap
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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, Director of Administration Patrick Monney, Library Director Dan Mickelson, Parks and Recreation Director Stacey Child, Power Director Jason Miller, Public Safety Director Lance Haight, and Public Works Director Brad Stapley. Tyson Bartlett, Laura Thompson, Jeff Anderson, Jake Nostrom, Terrance

CALL TO ORDER

Mayor Packard called the meeting to order at 7:02 p.m.

INVOCATION AND PLEDGE

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

APPROVAL OF THE MEETING'S AGENDA

Motion: Councilmember Snelson moved to approve the agenda as written. **Councilmember Millsap seconded** the motion. **Voting Yes:** Councilmember Ellingson, 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.

PUBLIC COMMENT

Mayor Packard introduced the Public Comment section of the agenda and inquired if there were any written requests to speak.

Karen Anderson spoke on the chicken ordinance. She explained she moved to Springville because her grandchildren were here. She raised chickens in her kindergarten class and started with twelve chickens and now hearing that it would be six chickens, she was heartbroken. As a community we

44 should encourage people to raise chickens, due to the cost eggs not too long ago and need to make the process easier and tread as little as possible governing.

46 Brandon Ashby acknowledged the changes made at the last meeting and not having permitted required. He liked the graduated number of chickens. He said it should start with a minimum of six chickens and not four. Four eggs do not take care of a family. A higher number allowed for big lots. It can be expensive for families. Should be allowed for selling eggs. The poundage of bird poop should be correct if used in the ordinance.

50 Michael Anderson as a new father and with the grocery prices, and what is going on in Iran he worries. He suggested bringing back victory gardens and chickens. There are errors in the new proposal and he outlined his concerns. He stated to go back and try again.

52 Emily Anderson commented on language that should be changed and other fowl should be added along with chickens. She suggested a change in the square footage requirement for more chickens. Roosters should be allowed for large or small periods of time and should not need to hide chickens on lot.

54 Robert Mclellan said his family has a chicken bowl and feed their chickens with leftovers. He commented on a town in Europe that reduced landfill waste by having chickens. Chickens benefit cities. He has a grandson who is autistic who doesn't like to be touched and will carry his chicken.

56 Chad Kidder spoke regarding 1200 West and said his emails have been ignored. People in his neighborhood would like to know what is going on with improving the area.

58 Royal Peterson stated they have chickens and love them. They use the manure in the garden and feed them scraps. The selling of eggs limitation should be removed. A small number of birds would not have a big impact. Food distributed is a brilliant food supply.

60 Emily Ashby read from a prepared statement. In part stated City intervention is not needed because of the nuisance ordinance. Chicken provides valuable sustainable food, generally responsible owners, graduated chicken scale is reasonable and four is not enough for a family. Start scale with six and go to fourteen. As a city we can set our own parameters. She would like to encourage those that are responsible, similar to gardening it improves people's lives. In uncertain times it is a way for families to provide for themselves. Selling a few eggs can help a family, similar to a lemonade stand. Request it be tabled and reworked.

62 Heather Hill commented on the city YouTube website that he could use some points on different topics. I would like to be able to start on different topics and would like time stamps.

64 Jennifer Peterson loves living in Springville, the small town feel and riding bikes, when they lived in Provo they had chickens. The neighbors complained, she approached the neighbors to discuss their concern and shared eggs with them and created a friendship. In Springville during the egg shortage, they were able to share eggs.

72

74 **CONSENT AGENDA**

76 1. Approval of the minutes for February 17, 2026, work meeting and regular meeting.

78 Mayor Packard asked for a discussion or a motion on the consent agenda. There was none.

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

82

90 **REGULAR AGENDA**

91 **2. Consideration of an Ordinance amending Springville City Code, Section 3-7-801, Hen Chickens**
92 **for Egg Production Allowed - Laura Thompson, Community Development Planner**

93 Planner Laura Thomspson reported that on March 19, 2014, the City Council adopted Title 3,
94 Chapter 7, Article 8, permitting the keeping of up to six (6) chickens for egg production on any single-
family, duplex, or twin-home lot in any residential zone.

95 On November 4, 2025, during public comment at a City Council meeting, a resident expressed
96 concern that the current ordinance could be interpreted as more restrictive than intended, particularly for
97 properties larger than 20,000 square feet. The resident suggested that lots of this size should not be
98 subject to the specific hen-chicken limitations in Section 3-7-801 and should be allowed additional hens.

99 Council directed planning staff to review the ordinance to determine the original legislative intent
100 and recommend any needed clarifications.

101 Laura reviewed requirements from other cities and indicated that increasing the minimum number
102 to six chickens would be acceptable. She explained the proposed amendment would apply to residential
103 lots but would not include R1-15 lots larger than 20,000 square feet or A-1 Agricultural lots, as those
104 properties already have animal-keeping rights. She noted that Animal Units have existed in city code
105 since the 1970s and were part of the discussion.

106 Attorney John Penrod explained the code structure, noting that Title 3 addresses residential areas
107 with chickens while Title 11 addresses animal units. He said the regulations could be modified so they
108 appear in only one section if desired. Councilmember Ellingson commented that if consolidated into one
109 section, the code would need to be more detailed.

110 Councilmember Millsap said he would support duplexes and twin homes. Councilmember
111 Ellingson asked whether the city had received complaints involving one unit in a duplex or twin home
112 wanting chickens while the other did not. Administrator Fitzgerald replied that the city has little information
113 or history regarding those situations.

114 Councilmember Millsap also asked why the ordinance addressed only chickens and not small
115 fowl generally. Administrator Fitzgerald explained that when the ordinance was originally adopted it was
116 written specifically for chickens.

117 Councilmember Wright stated she was comfortable raising the minimum number of chickens and
118 asked whether restrictions on selling eggs were necessary. Laura said the intent of the ordinance was to
119 prevent the operation of a business and to ensure chickens were kept for personal use. Councilmember
120 Smith asked how that would apply to something like a lemonade stand. Administrator Fitzgerald noted
121 that laws regulating children's activities differ from those regulating adults.

122 Mayor Packard asked each council member to share their views.

123 Councilmember Smith asked whether eggs could be sold in R1-15 or A-1 zones. Administrator
124 Fitzgerald said that if operating under Title 3 residential regulations, selling would not be allowed, but in
125 R1-15 or A-1 zones a business license could permit it. Councilmember Smith supported increasing the
126 allowed number of chickens, suggesting a maximum of 18.

127 Councilmember Ellingson supported a minimum of six chickens and asked whether staff could
128 better align Title 3 and Title 11. She felt that selling eggs should follow business license requirements
129 and requested further review of potential nuisance issues with duplexes and twin homes.

130 Councilmember Millsap supported increasing the minimum to six chickens and establishing
131 different tiers based on lot size. He suggested removing language regarding duplexes and twin homes,
132 allowing the sale of eggs without a business license, setting a maximum of 10 hens on smaller lots,
133

136 allowing 14-16 on lots above 16,000 square feet, and changing the ordinance language from “chickens”
137 to “small fowl.”

138 Councilmember Snelson said the number of chickens was less important than preventing
139 nuisance issues. He supported a tiered approach and felt the code likely needs a broader rewrite as more
140 residents are interested in keeping chickens. He said duplexes and twin homes could be allowed if they
141 meet setbacks and other requirements.

142 Councilmember Wright recommended reviewing Titles 3 and 11 together to clarify the code. She
143 supported a six-chicken minimum with higher allowances for larger lots and suggested removing clauses
144 related to selling eggs and to duplexes and twin homes.

145 Councilmember Smith asked how often code enforcement complaints are used as retaliation
146 between neighbors. Chief Haight responded that complaints are generally filed only when a nuisance
147 becomes a real problem.

148 Mayor Packard summarized the council’s consensus as follows:
149

150 Duplexes and twin homes would not have additional restrictions as long as they meet setbacks
151 and other city code requirements.

152 No permit requirement would be added.

153 Tiered limits based on lot size would be established:

154 Lots under 8,000 sq. ft.: up to six chickens

155 Lots 8,000-12,000 sq. ft.: up to six chickens

156 Lots 12,000-15,000 sq. ft.: up to ten chickens

157 Lots 16,000 sq. ft. and larger: up to sixteen chickens

160 Mayor Packard directed staff to amend the ordinance based on the council’s discussion and bring
161 it back later in the meeting for consideration.

162 Attorney Penrod returned to the meeting and read the changes to the ordinance allowed.
163

164 **Motion: Councilmember Smith moved to approve Ordinance #04-2026** amending Springville City
165 Code, Section 3-7-801, Hen Chickens for Egg Production Allowed, to clarify the number of hens that may
166 be kept on any residential lot. **Councilmember Millsap seconded the motion. Roll Call Vote Yes:**
167 **Councilmember Ellingson, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and**
168 **Councilmember Wright. The motion Passed Unanimously, 4-0. Ordinance #04-2026 Adopted.**

170 Administrator Fitzgerald asked if the council wanted a rewrite of Title 11 and 3. Council agreed to
171 wait for another update.

172 Mayor Packard expressed his appreciation for the public comments and emails and being
173 involved in the process. Councilmember Snelson appreciated the emails and noted it had been an
174 educational process for him.

176 PUBLIC HEARING

178 3. **Public Hearing for consideration of approval of an Ordinance and adoption of the Wastewater**
179 **Collections Master Plan IFFP/IFA - Jake Nostrom, Assistant Public Works Director**

180 Public Works Director Brad Stapley reported master plans establish levels of service. Project and
181 estimate growth, verify sufficient water rights, run hydraulic models and formulate capital projects.

182 He explained that the Impact Fee Facilities Plan (IFFP) helps to identify growth related projects.
He reported Springville City updates the Master Plan every 5 to 7 years; IFFP and IFA are updated
184 annually. Annual updates allow Springville City to keep up with costs for system impacts, and doing the
Master Plan every five years allows Springville City to align projects needed for future growth and
186 development that consistently change.

187 Kent Wolf from the audience commented and asked where the dollars came from. Brad explained
188 the Equivalent Residential Unit (ERU).

190 Mayor Packard opened the public hearing.

192 **Motion: Councilmember Snelson moved** to close the public hearing. **Councilmember Smith**
seconded the motion. **Voting Yes:** Councilmember Ellingson, Councilmember Millsap, Councilmember
194 Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 5-0**

196 **Motion: Councilmember Snelson moved** to amend approve **Ordinance #05-2026** adopting the
2025 Springville City Wastewater Collection System Master Plan Impact Fee Facilities Plan and Impact
198 Fee Analysis prepared by Hansen, Allen & Luce, INC. and adopting the 2026 Springville City Wastewater
Collection System Master Plan, IFFP and IFA; and enacting the updated Wastewater Collections Impact
200 Fees. **Councilmember Millsap amended the motion** to correct the year as 2026.

202 **Councilmember Ellingson seconded** the motion. **Roll Call Vote Yes:** Councilmember Ellingson,
Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright.
204 The motion **Passed Unanimously, 5-0, Ordinance #05-2026 Adopted.**

206 4. **Public Hearing for consideration of approval of an Ordinance and adoption of the Pressurized**
Irrigation Master Plan IFFP/IFA - Jake Nostrom, Assistant Public Works Director

208 Public Works Director Brad Stapley combined in his presentation the culinary water and
pressurized irrigation. He reported that the 2026 update incorporates revised population and land use
210 forecasts, updated infrastructure modeling, refined capital improvement phasing, and updated
construction cost estimates. Additionally, the update confirms the system's level of service standards and
212 ensures they are being achieved. Capital project costs identified in the Master Plan were incorporated
into the IFFP, and the IFA recalculates the proportionate share of impact fees attributable to new growth.

214 Brad reported on pressurized irrigation capital projects and calculating the impact fee eligible
costs.

216 Mayor Packard opened the public hearing.

218 **Motion: Councilmember Snelson moved** to close the public hearing. **Councilmember Millsap**
seconded the motion. **Voting Yes:** Councilmember Ellingson, Councilmember Millsap, Councilmember
220 Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 5-0**

222 **Motion: Councilmember Millsap moved** to approve **Ordinance #06-2026** adopting the 2026
224 Springville City Pressurized Irrigation Master Plan and Capital Facility Plan, Impact Fee Facilities Plan
(IFFP), and Impact Fee Analysis (IFA) prepared by Hansen, Allen & Luce, Inc.; and enacting the updated
226 Pressurized Irrigation Impact Fees. **Councilmember Wright seconded** the motion. **Roll Call Vote Yes:**
Councilmember Ellingson, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and
228 Councilmember Wright. The motion **Passed Unanimously, 5-0, Ordinance #06-2026 Adopted.**

230 5. **Public Hearing for consideration of approval of an Ordinance and adoption of the Drinking**
232 **(Culinary) Water Master Plan IFFP/IFA - Jake Nostrom, Assistant Public Works Director**
Director Stapley reported

234 Mayor Packard opened the public hearing.

236 **Motion: Councilmember Millsap moved to close the public hearing. Councilmember Snelson**
238 **seconded the motion. Voting Yes:** Councilmember Ellingson, Councilmember Millsap, Councilmember
Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 5-0**

240 **Motion: Councilmember Wright moved to approve Ordinance #07-2026 adopting the 2026**
242 **Springville City Drinking Water Master Plan and Capital Facility Plan, Impact Fee Facilities Plan (IFFP),**
244 **and Impact Fee Analysis (IFA) prepared by Hansen, Allen & Luce, Inc.; and enacting the updated Drinking**
246 **Water Impact Fees. Councilmember Millsap seconded the motion. Roll Call Vote Yes:** Councilmember
Ellingson, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember
Wright. The motion **Passed Unanimously, 5-0, Ordinance #07-2026 Adopted.**

248 **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

250 Mayor Packard asked for any further discussion. There was none.

252 **CLOSED SESSION, AND ADJOURNMENT IF NEEDED - TO BE ANNOUNCED IN MOTION**
254 *The Springville City Council may adjourn the regular meeting and convene into a closed session as
provided by UCA 52-4-205.*

254 **ADJOURNMENT**

256 **Motion: Councilmember Ellingson moved to adjourn the regular meeting at 8:47 p.m.**
258 **Councilmember Smith seconded the motion. Voting Yes:** Councilmember Ellingson, Councilmember
Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. **The motion**
260 **Passed Unanimously, 5-0.**

264 *This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, March*
266 *03, 2026.*

268 *I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, 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, March 03, 2026.

270 DATE APPROVED: _____
272 _____
Kim Crane
City Recorder

STAFF REPORT

DATE: March 10, 2026
TO: Honorable Mayor and City Council
FROM: Jeffrey L. Anderson, Assistant Public Works Director
SUBJECT: INTER-LOCAL COOPERATION AGREEMENTS - 1200 WEST- AND
2600 W AND 800 S 800 EAST ROUNDABOUT

Recommended Motion:

Motion to execute the new and amended Inter-Local Cooperation Agreements (ILA) between Utah County and Springville City outlining the respective rights and responsibilities for funding, design, construction, and schedule for the projects listed below:

- 1200 West -1550 S to Canyon Creek Parkway Phase 3 (New ILA)
- 2600 W Roadway 400 N -1400 N (SR-75) (New ILA)
- 1200 W -400 S to 550 N -*Amend agreement No 2020-125 to extend the completion date to December 31,2026 requiring a one (1) year extension.*
- 1200 W- 550 N to 1400 N (SR-75) -*Amend agreement No 2023-1202 to extend the completion date to December 31, 2029, requiring a three (3) year extension.*
- 800 S 800 E- Amend agreement No.2024-81 for additional funding needed due to inflation in construction costs.

Executive Summary/Focus of Action:

The Inter-local Agreements between Utah County and Springville City will provide and authorize the expenditure of the grants associated with each project. No funds can be expended until the Inter-local Agreements are executed.

Background:

Springville City Public Works received approval from MAG for the construction of the above-mentioned projects.

- The 1200 West projects are made up of four phases that were previously approved by MAG and received grant monies for two-lane pilot roadways that would provide a north-south connection from the south end of Springville (Canyon Creek Parkway) to the North end of Springville at 1400 N (SR-75). The two projects completing 1200 W from 400 S to 1400 N are under current design and or construction and requires an amended ILA to extent project schedule. The South phase from connecting to Canyon Creek Parkway has been approved by MAG, received grant funding, and now requires a new ILA.

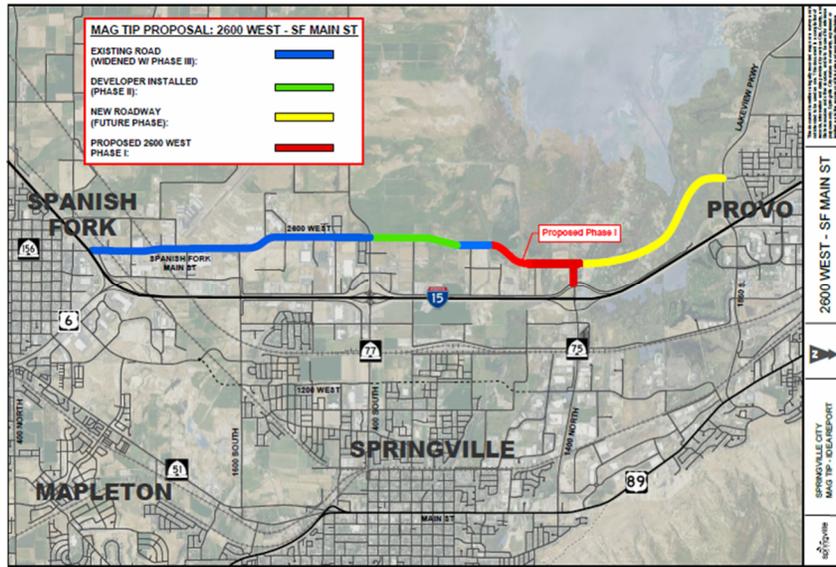
- 2600 W Roadway (400 N -1400 N) is a partial phase to construct a new two-lane pioneering road along 2600 West from 400 North to 1400 North (SR-75) including a bridge over Hobble Creek and an extension of 1400 North to 2600 West to providing a vital north-south connection from Spanish Fork to Provo. This project was also approved by MAG, received grant funding, and now requires a new ILA.
- 800 S 800 E roundabout project will create a new 5-legged intersection with 800 S, 900 S, and 800 E. This project was approved by MAG, received additional grant funding, and now requires an amended ILA.

Discussion:

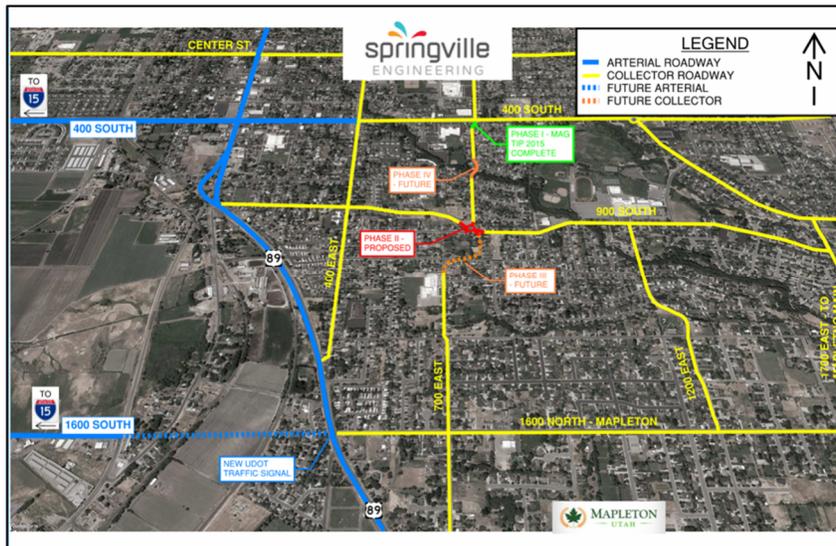
1200 West is planned as a major north-south arterial roadway with trail in the City’s Transportation Master Plan as shown below. Through the MAG TIP program, the city has been able to fund a “pioneer”/pilot roadway for the entire length of the City consisting of 4 separate phases/segments. The pilot roadway will be a two-lane asphalt roadway (one lane in each direction) that will serve as a pilot roadway until development occurs along the roadway route. With development, the roadway will be expanded to a divided four-lane arterial. Below is an exhibit of the overall roadway alignment.



2600 W is planned as a major north-south arterial roadway with trail in the City’s Transportation Master Plan as shown below. Through the MAG TIP program, the city has been able to fund a “pioneer”/pilot roadway for the entire length of the City. This is only a partial phase of the overall alignment. The pilot roadway will be a two-lane asphalt roadway (one lane in each direction) that will serve as a pilot roadway until development occurs along the roadway route. With development, the roadway will be expanded to a divided four-lane arterial. Below is an exhibit of the overall roadway alignment.



800 S 800 E project is to facilitate the construction of a roundabout at the intersection of 800/900 South and 800 East. received approval from MAG for the construction of a roundabout at the intersection of 800 South and 800 East in Springville, Utah. The roundabout is slated to be a 5-legged roundabout connecting the east and west legs of 800 S, 900 S, the north leg of 800 E and reconnecting the south leg of 800 E. The City is looking to improve the operations of this intersection and to reconnect the south 800 E leg with this project.



Alternatives:

Do not enter into the Inter-Local Agreements and fund these projects at the cost of the City.

Fiscal Impact:

The following are the fiscal impacts for each project:

- The 1200 West - 1550 S to Canyon Creek Parkway project was selected for funding in the amount of **\$2,372,826.00** for design and construction.
- 2600 W Roadway (400 N -1400 N) project was selected for funding in the amount of **\$11,153,700.00** for design and construction.
- 1200 W (400 S to 550 N)- time extension to existing agreement.
- 1200 W (550 N to 1400 N)- time extension to existing agreement.
- 800 S 800 E project was granted additional funding now totaling the amount of **\$2,205,225.00** (Total Cost) for design and construction.

The MAG TIP program requires a 6.77% local match for all awards to receive the funding.

The City was approved to utilize a “soft match” to satisfy this requirement by performing the construction management and construction inspection for the project. Additionally, this segment will run through Springville’s Community Park, and the City will provide/donate the right of way for this portion. The CM/Inspection and property value will fulfill our match requirements.

RESOLUTION #2026-XX

A RESOLUTION ENTERING INTO AN INTER-LOCAL COOPERATIVE AGREEMENT WITH UTAH COUNTY FOR THE 1200 WEST- 1550 S to CANYON CREEK PARKWAY PHASE 3 PROJECT FUNDING.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, Utah County (Program Manager) and Springville City (Project Sponsor) desire to facilitate the construction of a roadway project known as 1200 West-1550 S to Canyon Creek Parkway, Phase 3 (**Approved Project**) which consists of a two-lane pilot roadway on 1200 West from 1550 S in Springville, Utah to Canyon Creek Parkway in Spanish Fork, Utah; and

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

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

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

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

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

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

END OF RESOLUTION.

PASSED AND ADOPTED this 17th day of March, 2026.

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT
INTER-LOCAL COOPERATIVE AGREEMENT WITH UTAH COUNTY FOR THE 1200 WEST-
1550 S to CANYON CREEK PARKWAY PHASE 3 PROJECT FUNDING

INTER-LOCAL COOPERATION AGREEMENT

between

**UTAH COUNTY and
SPRINGVILLE CITY**

For A Project Known As

1200 WEST – 1550 SOUTH TO CANYON CREEK PARKWAY, PHASE 3

THIS AGREEMENT, made and entered into this ____ day of March 2026, by and between **UTAH COUNTY (Program Manager)**, a political subdivision of the State of Utah, with principle offices located at 100 East Center ST, Suite 2300, Provo, Utah 84606 and **SPRINGVILLE CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principle offices located at 110 South Main Street, Springville, UT.

RECITALS:

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a roadway project known as 1200 West – 1550 South to Canyon Creek Parkway, Phase 3 (**Approved Project**) which consists of a two-lane pilot roadway on 1200 West from 1550 South in Springville, Utah to Canyon Creek Parkway in Spanish Fork, Utah; and

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

NOW THEREFORE, in consideration of the covenants and agreements contained herein

and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

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

Section 2. ADMINISTRATION OF AGREEMENT.

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

Section 3. MULTIPLE JURISDICTIONS.

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

Section 4. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event, longer than 3 years from the execution date.

Section 5. NO SEPARATE LEGAL ENTITY.

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

Section 6. TERMS.

- 1) **Project Scope** – To construct a two-lane pilot roadway on 1200 West from 1550 South in Springville, Utah to Canyon Creek Parkway in Spanish Fork, Utah
- 2) **Procurement** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. Different project engineers can be designated or hired for different phases of the project.
- 3) **Project Development** - The Project Sponsor and the designated project engineer, will design, acquire the necessary rights-of-way (ROW), bid out and manage the construction of the Approved Project.
 - a) **Design Standard** - The design and construction of the Approved Project will meet or exceed Springville City standards.
 - b) **Environmental Work** - The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow their own adopted environmental process, or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed), or any other stricter environmental process under local or federal law. The Project Sponsor must follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.), and any other local or government agency requirements for the Approved Project.
 - c) **Design Work** - The Project Sponsor will involve the Program Manager at the following design milestones:
 - (1) Kickoff Meeting,
 - (2) 30% Scope and Schedule Review,

- (3) 60% On Site Plan Review,
- (4) 90% Plans, Specifications and Estimate,
- d) **Final Design Approval** - Once project design is completed, the Project Sponsor will review the final design with the Program Manager. Both parties shall agree that the project is ready for the construction phase.
- e) **ROW Acquisition** - The Project Sponsor will be responsible to acquire all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document, or as required by Utah law.
- f) **Construction Advertising** - To advertise construction, the Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the advertisement and the notice of award to the Program Manager.
- 4) **Project Signage/Contact Info** - It is recommended that the Project Sponsor install signage informing the public of the following:
 - a) Project name.
 - b) Project description.
 - c) Start and completion dates (general).
 - d) Contact name, phone number, website address, email.
 - e) Use the sentence “This project funded with Mountainland Transportation Funding”.
 - f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County).
 - g) Generally, one sign at each access point to the project shall be installed.
 - h) Signs should be at least 4’ x 6’, or large enough for passing motorists to read.
 - i) Signs should be installed prior to construction and stay in place through construction.
- 5) **Construction Process** - The Project Sponsor will manage the construction process.
 - a) The Program Manager will be notified of any changes that affect the scope of the project or costs that exceed the construction contingency.
- 6) **Project Completion** - Program Manager staff will be notified and allowed to attend the final inspection of the completed project.

- 7) **Project Hold** - The Program Manager has the authority to place a project on hold at any time during the project development process or withhold reimbursement of invoices during the construction process if the Program Manager deems that the Approved Project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland TAC committee and MPO Board for their review, recommendations, resolutions, and approvals.
- 8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Board (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed \$2,372,826 (Total Project Cost) for the direct costs of the Approved Project.
- a) **Matching Funds** - The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The use of Project Sponsor equipment and/or Project Sponsor employee time for the project shall not be reimbursable, but can be claimed by the Project Sponsor as a soft match toward the required 6.77% matching funds required from the Project Sponsor. The Project Sponsor is required to pay the difference between the required match and the value of the soft match, if any.
- b) **Multi-Year Funding** - Some projects require funding across multiple fiscal years. Reimbursement for Approved Project activities can only be made up to the available amount identified in a single fiscal year. Any balance from a prior year where available funds have not been expended for the Approved Project are then advanced to the next fiscal year and are added to the funds available that fiscal year. Fiscal year for County Transportation Sales Tax Funds starts on January 1st. The Approved Project has 2,372,826 beginning in 2024.
- c) **Funding Availability** - MAG Exchange funds are distributed to the MPO generally in October each year through a cooperative agreement with UDOT. The exchange process requires that MPO federal funds be exchanged with UDOT for state funds on an annual basis. The federal funds are made available by congress, the release of funds can fluctuate yearly. County Transportation Sales Tax funds are generally available each January and are generated by sale tax revenue, which can fluctuate with the economy. MAG will not reimburse expenses on an Approved Project unless funding is made available by UDOT and Utah County. This could require the Approved Project to be placed on hold by the

Program Manager or that the Project Sponsor advance their own funds toward the Approved Project with reimbursement to be made by the Program Manager upon receipt of available funding from UDOT and/or Utah County.

- d) **Reimbursement** - The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied by the Project Sponsor to the Program Manager without requiring separate inquiry. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for any fiscal year shall be the available funds actually received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed \$2,212,186 (Total Project Cost less Matching Funds). Any costs which exceed \$2,212,186 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.
- e) **Cost Overruns** - The Program Manager maintains a contingency account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of \$500,000. The MPO Regional Planning Committee can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this Agreement. If no additional funds are awarded or the Approved Project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.
- f) **Surplus Funds** - Any surplus funds remaining after the completion of the Approved Project will be returned to the Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County selects and funds projects, not project sponsors. Surplus funds cannot be moved to a new project not already approved through the MPO project selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.

- 9) **Liability, Ownership and Maintenance of Approved Project** - The Project sponsor bears all liability through all stages of project development and construction. The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.
- 10) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.
- 11) **Other Expenses** - Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.
- 12) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.
- 13) **Recitals** - The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

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

Section 8. AMENDMENTS.

- 1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.
- 2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this contract must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort

necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

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

Section 10. SEVERABILITY.

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

Section 11. GOVERNING LAW.

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

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

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

UTAH COUNTY

Authorized and passed on this ____ day of March 2026,

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy County Attorney

SPRINGVILLE CITY

Authorized and passed on this ____ day of March 2026,

SPRINGVILLE CITY
UTAH COUNTY, UTAH

Mayor

ATTEST:

City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

RESOLUTION #2026-XX

A RESOLUTION ENTERING INTO AN INTER-LOCAL COOPERATIVE AGREEMENT WITH UTAH COUNTY FOR THE 2600 WEST- 400 N TO 1400 N PROJECT FUNDING.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, Utah County (Program Manager) and Springville City (Project Sponsor) desire to facilitate the construction of a roadway project known as 2600 West-400 N to 1400 N (SR-75) (**Approved Project**) which consists of new two-lane pioneering road along 2600 West from 400 North to 1400 North (SR-75) including a bridge over Hobble Creek and an extension of 1400 North to 2600 West in Springville, Utah; and

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

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

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

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

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

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

END OF RESOLUTION.

PASSED AND ADOPTED this 17th day of March, 2026.

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A
**INTER-LOCAL COOPERATIVE AGREEMENT WITH UTAH COUNTY FOR THE 2600 WEST-
400 N TO 1400 N PROJECT FUNDING**

INTER-LOCAL COOPERATION AGREEMENT

between

**UTAH COUNTY and
SPRINGVILLE CITY**

For A Project Known As

SPRINGVILLE 2600 WEST – 400 NORTH TO 1400 NORTH

THIS AGREEMENT, made and entered into this ___ day of March 2026, by and between **UTAH COUNTY (Program Manager)**, a political subdivision of the State of Utah, with principle offices located at 100 East Center ST, Suite 2300, Provo, Utah 84606 and **SPRINGVILLE CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principle offices located at 110 South Main, Springville, UT 84663.

RECITALS:

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a road project known as Springville 2600 West – 400 North to 1400 North (**Approved Project**) which consists of new 2 lane pioneering road along 2600 West from 400 North to 1400 North (SR_75) including abridge over Hobble Creek and an extension of 1400 North to 2600 West ; and

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

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

Section 1. PURPOSES.

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

Section 2. ADMINISTRATION OF AGREEMENT.

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

Section 3. MULTIPLE JURISDICTIONS.

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

Section 4. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event, longer than 3 years from the execution date.

Section 5. NO SEPARATE LEGAL ENTITY.

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

Section 6. TERMS.

- 1) **Project Scope** – a new 2 lane pioneering road along 2600 West from 400 North to 1400 North (SR_75) including a bridge over Hobble Creek and an extension of 1400 North to 2600 West.
- 2) **Procurement** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The Project Sponsor shall follow Utah State Code Section 63G-6a-101 or its own procurement/purchasing policy. Different project engineers can be designated or hired for different phases of the project.
- 3) **Project Development** - The Project Sponsor and the designated project engineer, will design, acquire the necessary rights-of-way (ROW), bid out, and manage the construction of the Approved Project.
 - a) **Design Standard** - The design and construction of the Approved Project will meet or exceed Springville City standards.
 - b) **Environmental Work** - The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow their own adopted environmental process, or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed), or any other stricter environmental process under local or federal law. The Project Sponsor must follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.), and any other local or government agency requirements for the Approved Project.
 - c) **Design Work** - The Project Sponsor will involve the Program Manager at the following design milestones:
 - (1) Kickoff Meeting;

- (2) 30% Scope and Schedule Review;
 - (3) 60% On Site Plan Review; and
 - (4) 90% Plans, Specifications and Estimate.
- d) **Final Design Approval** - Once project design is completed, the Project Sponsor will review the final design with the Program Manager. The construction phase will not proceed unless both parties agree that the project is ready.
- e) **ROW Acquisition** - The Project Sponsor will be responsible to acquire all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document, or as required by Utah law.
- f) **Construction Advertising** - To advertise construction, the Project Sponsor shall follow Utah State Code Section 63G-6a-101 or its own procurement/purchasing policy. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the advertisement and the notice of award to the Program Manager.
- 4) **Project Signage/Contact Info** - It is recommended that the Project Sponsor install signage informing the public of the following:
- a) Project name.
 - b) Project description.
 - c) Start and completion dates (general).
 - d) Contact name, phone number, website address, email.
 - e) Use the sentence “This project funded with Mountainland Transportation Funding”.
 - f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County).
 - g) Generally, one sign at each access point to the project shall be installed.
 - h) Signs should be at least 4’ x 6’, or large enough for passing motorists to read.
 - i) Signs should be installed prior to construction and stay in place through construction.
- 5) **Construction Process** - The Project Sponsor will manage the construction process. The Project Sponsor will notify the Program Manager of any changes that affect the scope of the project or costs that exceed the construction contingency.

- 6) **Project Completion** - Program Manager staff will be notified and allowed to attend the final inspection of the completed project.
- 7) **Project Hold** - The Program Manager has the authority to place a project on hold at any time during the project development process or withhold reimbursement of invoices during the construction process if the Program Manager deems that the Approved Project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland TAC committee and MPO Board for their review, recommendations, resolutions, and approvals.
- 8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Board (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed \$11,153,700.00 (Total Project Cost) for the direct costs of the Approved Project.
 - a) **Matching Funds** - The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The use of Project Sponsor equipment and/or Project Sponsor employee time for the project shall not be reimbursable, but can be claimed by the Project Sponsor as a soft match toward the required 6.77% matching funds required from the Project Sponsor. The Project Sponsor is required to pay the difference between the required match and the value of the soft match, if any.
 - b) **Multi-Year Funding** - Some projects require funding across multiple fiscal years. Reimbursement for Approved Project activities can only be made up to the available amount identified in a single fiscal year. Any balance from a prior year where available funds have not been expended for the Approved Project are then advanced to the next fiscal year and are added to the funds available that fiscal year. Fiscal year for County Transportation Sales Tax Funds starts on January 1st. The Approved Project has \$11,153,700.00 beginning in 2026.
 - c) **Funding Availability** - MAG Exchange funds are distributed to the MPO generally in October each year through a cooperative agreement with UDOT. The exchange process requires that MPO federal funds be exchanged with UDOT for state funds on an annual basis. The federal funds are made available by congress, the release of funds can fluctuate yearly. County Transportation Sales Tax funds are generally available each January and

are generated by sale tax revenue, which can fluctuate with the economy. MAG will not reimburse expenses on an Approved Project unless funding is made available by UDOT and Utah County. This could require the Approved Project to be placed on hold by the Program Manager or that the Project Sponsor advance their own funds toward the Approved Project with reimbursement to be made by the Program Manager upon receipt of available funding from UDOT and/or Utah County.

- d) **Reimbursement** - The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied by the Project Sponsor to the Program Manager without requiring separate inquiry. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for any fiscal year shall be the available funds actually received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed \$10,398,595.00 (Total Project Cost less Matching Funds). Any costs which exceed \$10,398,595.00 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.
- e) **Cost Overruns** - The Program Manager maintains a contingency account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of \$500,000. The MPO Board can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this Agreement. If no additional funds are awarded or the Approved Project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.
- f) **Surplus Funds** - Any surplus funds remaining after the completion of the Approved Project will be returned to the Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County selects and funds projects, not project sponsors. Surplus funds cannot be moved to

a new project not already approved through the MPO project selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.

- 9) **Liability, Ownership and Maintenance of Approved Project** - The Project sponsor bears all liability through all stages of project development and construction. The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.
- 10) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.
- 11) **Other Expenses** - Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.
- 12) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.
- 13) **Recitals** - The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

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

Section 8. AMENDMENTS.

- 1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.
- 2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope

outlined in this contract must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

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

Section 10. SEVERABILITY.

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

Section 11. GOVERNING LAW.

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

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

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

UTAH COUNTY

Authorized and passed on this ____ day of March 2026,

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy County Attorney

SPRINGVILLE CITY

Authorized and passed on this ____ day of March 2026,

SPRINGVILLE CITY
UTAH COUNTY, UTAH

Mayor

ATTEST:

City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

RESOLUTION #2026-

A RESOLUTION ENTERING INTO AN AMENDMENT TO INTER-LOCAL COOPERATIVE AGREEMENT No. 2020-125 WITH UTAH COUNTY FOR THE 1200 WEST- 400 SOUTH TO 550 N PROJECT FUNDING.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, Utah County (Program Manager) and Springville City (Project Sponsor) desire to facilitate the construction of a two-lane pilot roadway project known as 1200 WEST- 400 SOUTH TO 550 N (**Approved Project**) in Springville, Utah; and

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

WHEREAS, County and City now desire to amend Agreement No. 2020-125 on account of a change of completion date for the 1200 West- 400 S to 550 N Project; and

WHEREAS, County and City now desire to amend Agreement No. 2020-125 to extend the completion date to December 31,2026 requiring an extension of one (1) year for the 1200 WEST-400 SOUTH TO 550 N project.

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

SECTION 1: Agreement Approval. The Amendment to Inter-Local Cooperative Agreement 2020-125, substantially in the same form as Exhibit A, is approved and shall be executed by Springville City.

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

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

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

END OF RESOLUTION.

PASSED AND ADOPTED this 17th day of March, 2026.

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A

Amendment to Inter-Local Cooperative Agreement 2020-125
1200 WEST- 400 SOUTH TO 550 N PROJECT FUNDING

AGREEMENT NO. 2025-1019

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT 2020-125 BETWEEN
UTAH COUNTY, UTAH, AND SPRINGVILLE CITY
FOR THE 1200 WEST – 400 SOUTH TO 550 NORTH PROJECT**

On this 3rd day of December 2025, this First Amendment is made to the Interlocal Agreement 2020-125 between UTAH COUNTY, a political subdivision of the State of Utah, with principle offices located at 100 East Center St, Suite 2300, Provo, Utah 84606 (“County” and “Program Manager”) and SPRINGVILLE CITY, a political subdivision of the State of Utah, with principle offices located at 110 South Main, Springville, UT 84663 (“City” and “Project Sponsor”); and

WHEREAS, County and City entered into Agreement No. 2020-125; and

WHEREAS, County and City now desire to amend Agreement No. 2020-125 on account of a change of completion date for the 1200 West – 400 South to 550 North Project.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City hereby amend Agreement No. 2020-125 as follows:

1. Section 4 of the Agreement is hereby amended to read as follows:

Section 4: EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until December 31, 2026.

The remaining portions and all remaining paragraphs of Agreement No. 2020-125 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed on the date listed above.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

Signed by:


DocuSigned by:
Brandon B. Gordon

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BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

Signed by:
By: *Jolynn Clegg*
9D992F0F25144C66...
Deputy

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

DocuSigned by:
By: *Katrina Cole*
971CC48366E0441...
Deputy County Attorney

SPRINGVILLE CITY
Authorized by Resolution No.
This ____ day of December 2025.

SPRINGVILLE CITY
UTAH COUNTY, UTAH

Mayor

ATTEST:

City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

RESOLUTION #2026-XX

A RESOLUTION ENTERING INTO AN AMENDMENT TO INTER-LOCAL COOPERATIVE AGREEMENT No. 2023-1202 WITH UTAH COUNTY FOR THE 1200 WEST- 550 N TO 1400 N PROJECT FUNDING.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, Utah County (Program Manager) and Springville City (Project Sponsor) desire to facilitate the construction of a two-lane pilot roadway project known as 1200 WEST- 550 N TO 1400 N (**Approved Project**) in Springville, Utah; and

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

WHEREAS, County and City now desire to amend Agreement No. 2023-1202 on account of a change of completion date for the 1200 West- 550 N TO 1400 N Project; and

WHEREAS, County and City now desire to amend Agreement No. 2023-1202 to extend the completion date to December 31, 2029 requiring an extension of three (3) years for the 1200 WEST-550 N TO 1400 N project.

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

SECTION 1: Agreement Approval. The Amendment to Inter-Local Cooperative Agreement 2023-1202, substantially in the same form as Exhibit A, is approved and shall be executed by Springville City.

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

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

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

END OF RESOLUTION.

PASSED AND ADOPTED this 17th day of March, 2026.

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A
**AMENDMENT TO INTER-LOCAL COOPERATIVE AGREEMENT No. 2023-1202 WITH UTAH
COUNTY FOR THE 1200 WEST- 550 N TO 1400 N PROJECT FUNDING**

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT 2023-1202 BETWEEN
UTAH COUNTY, UTAH, AND SPRINGVILLE CITY
FOR THE 1200 WEST – 550 NORTH TO 1400 NORTH PROJECT**

On this ____ day of December 2025, this First Amendment is made to the Interlocal Agreement 2023-1202 between UTAH COUNTY, a political subdivision of the State of Utah, with principle offices located at 100 East Center St, Suite 2300, Provo, Utah 84606 (“County” and “Program Manager”) and SPRINGVILLE CITY, a political subdivision of the State of Utah, with principle offices located at 110 South Main, Springville, UT 84663 (“City” and “Project Sponsor”); and

WHEREAS, County and City entered into Agreement No. 2023-1202; and

WHEREAS, County and City now desire to amend Agreement No. 2023-1202 on account of a change of completion date for the 1200 West – 550 North to 1400 North Project.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City hereby amend Agreement No. 2023-1202 as follows:

1. Section 4 of the Agreement is hereby amended to read as follows:

Section 4: EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until December 31, 2029.

The remaining portions and all remaining paragraphs of Agreement No. 2023-1202 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed on the date listed above.

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

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy County Attorney

SPRINGVILLE CITY
Authorized by Resolution No.
This ____ day of December 2025.

SPRINGVILLE CITY
UTAH COUNTY, UTAH

Mayor

ATTEST:

City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

RESOLUTION #2026-XX

A RESOLUTION ENTERING INTO AN AMENDMENT TO INTER-LOCAL COOPERATIVE AGREEMENT No. 2024-81 WITH UTAH COUNTY FOR THE 800 SOUTH 800 EAST INTERSECTION PROJECT FUNDING.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, Utah County (Program Manager) and Springville City (Project Sponsor) desire to facilitate the construction of a roundabout at the intersection of 800/900 South and 800 East to be known as 800 South 800 East Intersection (**Approved Project**) in Springville, Utah; and

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

WHEREAS, County and City now desire to amend Agreement No. 2024-81 on account of additional funding required for inflation in construction costs for the 800 South 800 East Intersection project; and

WHEREAS, WHEREAS, County and City now desire to amend Agreement No. 2024-81 on account of additional funding required for inflation in construction costs for the 800 South 800 East Intersection project; and to be funded at an amount not to exceed \$2,205,225.00 (Total Project Cost Less Matching Funds).

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

SECTION 1: Agreement Approval. The Amendment to Inter-Local Cooperative Agreement 2024-81, substantially in the same form as Exhibit A, is approved and shall be executed by Springville City.

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

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

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

END OF RESOLUTION.

PASSED AND ADOPTED this 17th day of March, 2026.

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A

Amendment to Inter-Local Cooperative Agreement 2024-81
800 SOUTH 800 EAST INTERSECTION PROJECT

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT 2024-81 BETWEEN
UTAH COUNTY, UTAH, AND SPRINGVILLE CITY
FOR 800 SOUTH 800 EAST INTERSECTION PROJECT**

On this ____ day of March 2026, this First Amendment is made to the Interlocal Agreement 2024-81 between UTAH COUNTY, a political subdivision of the State of Utah, with principle offices located at 100 East Center St, Suite 2300, Provo, Utah 84606 (“County” and “Program Manager”) and SPRINGVILLE CITY, a political subdivision of the State of Utah, with principle offices located at 110 South Main, Springville, UT 84663 (“City” and “Project Sponsor”); and

WHEREAS, County and City entered into Agreement No. 2024-81; and

WHEREAS, County and City now desire to amend Agreement No. 2024-81 on account of additional funding for the 800 South 800 East Intersection Project.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City hereby amend Agreement No. 2024-81 as follows:

1. Section 6, paragraphs 8, 8b, and 8d of the Agreement are hereby amended to read as follows:

Section 6: TERMS.

8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Board (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed \$2,205,225.00 (Total Project Cost) for the direct costs of the Approved Project.

b) **Multi-Year Funding** - The Approved Project has been approved for \$2,205,225 in 2024.

d) **Reimbursement** - The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one monthly

itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied by the Project Sponsor to the Program Manager without requiring separate inquiry. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for any fiscal year shall be the available funds actually received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed \$2,055,931.00 (Total Project Cost less Matching Funds). Any costs which exceed \$2,055,931.00 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.

The remaining portions and all remaining paragraphs of Agreement No. 2024-81 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed on the date listed above.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy County Attorney

SPRINGVILLE CITY
Authorized by Resolution No.
This ____ day of March 2026.

SPRINGVILLE CITY
UTAH COUNTY, UTAH

Mayor

ATTEST:

City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney



STAFF REPORT

DATE: March 10, 2026

TO: Honorable Mayor and City Council

FROM: Jason Miller, Power Department Director

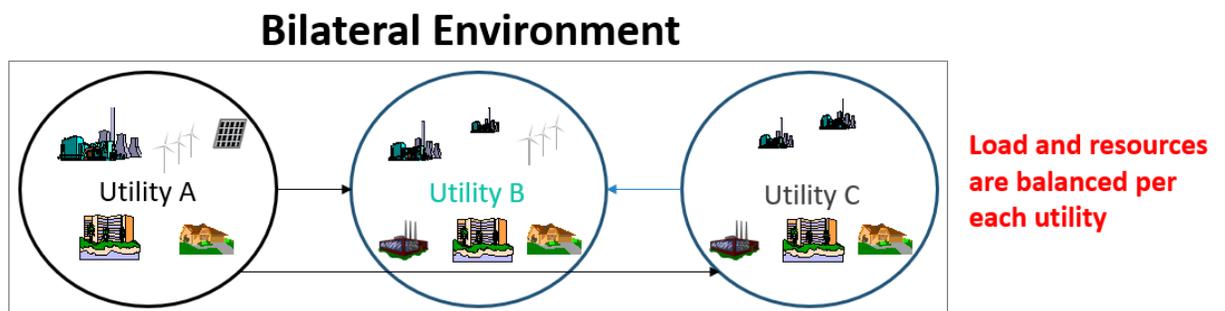
SUBJECT: UAMPS AMENDED AND RESTATED POWER POOLING AGREEMENT

Recommended Motion:

Recommend Springville City enter into the amended and restated Power Pooling Agreement with Utah Associated Municipal Power Systems (UAMPS).

Executive Summary:

The UAMPS Power Pooling Project was first established in 1980 to create a power pooling framework for members. The agreement facilitated bilateral power purchases, scheduling, and surplus sales amongst UAMPS members as illustrated below:

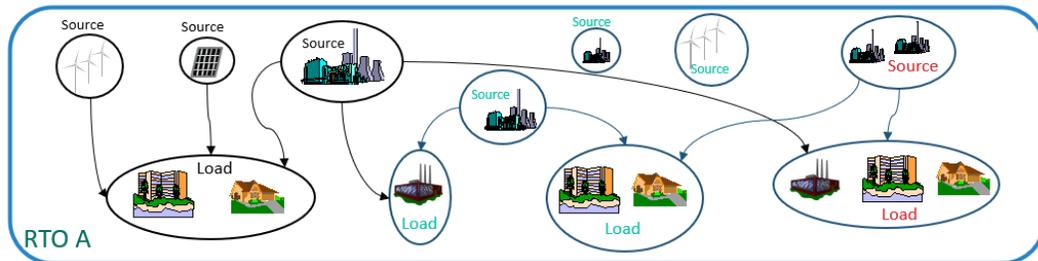


With the upcoming May 2026 entry of UAMPS into the Extended-Day Ahead Market (EDAM), the Power Pooling agreement must be adapted to accommodate both bilateral and market transactions as shown in the following diagram:



Centralized Market Environment

Separates load and resources



*RTO—Regional Transmission Organization

The amended and restated agreement also defines how settlements, revenues and charges will be allocated and adds legal terms to support financing and protect all members. Springville must enter into the new agreement if it is to continue participation in UAMPS.

Utility Board Review (2/11/2026):

The amended and restated Power Pooling Agreement was presented to the Utility Board and discussed. No vote to recommend the amended and restated Power Pooling Agreement was completed as there are no realistic alternatives to adopting the agreement.

City Council Work Session Discussion (3/3/2026):

The amended and restated Power Pooling Agreement purpose, proposed modifications, and rationale for the changes were discussed.

Background:

The purpose of the update is to amend the original (1980) Power Pooling Agreement to support mandatory participation in organized wholesale power markets. It will align UAMPS operations with PacifiCorp's entry into the EDAM effective May 2026. Also, it will provide a clear, modern framework for governance, planning, cost allocation, and risk management.

The amendment is required now because PacifiCorp's participation in EDAM requires UAMPS and its members to comply with centralized market rules. The current Pooling Agreement was designed for a bilateral market and does not address today's market complexity. The amended agreement ensures continued, compliant participation while preserving UAMPS' agency role.



Key differences between the original and amended include obligating participants to purchase power and resource sufficiency requirements in excess of owned resources through UAMPS. Formal market planning tools are created including annual purchase plans, load and resource forecasts, and resource sufficiency obligation estimates. UAMPS is permitted to make market purchases on behalf of members under an approved plan.

A Project Management Committee (PMC) will provide oversight and governance consistent with other UAMPS projects. One voting representative per member will be included. PMC actions will require full-board ratification. An advisory committee to support policy development and operational practices will also be established. Costs and revenues directly attributable to a member will be allocated to that member. Shared costs will be allocated based on Load Ratio Share or another PMC-approved method. The amended agreement will also require an annual internal audit of market operations and settlements.

A comparison of the terms in the original and amended and restated Power Pooling Agreement is illustrated in the following table:



COMPARISON OF TERMS IN THE CURRENT VS THE REVISED POOLING AGREEMENT

Terms	Original Pooling Agreement and current practices	Amended Pooling Agreement
Termination	Termination requires 5-years written notice	Termination requires 5-years written notice or earlier upon approval of the PMC
Financing	Silent (authority unclear)	Allows UAMPS to enter Credit Agreements with PMC approval
Load Forecasts	Silent (UAMPS performs annually but not required by contract)	Annual Purchase Plan based on Load and Resource Forecasts informs purchasing
Purchase and Sale Authorization	Unplanned Purchases without authorization; advanced purchases (more than day ahead) require authorization	Resource sufficiency purchases without authorization; advanced purchases based on Annual Purchase Plan without further authorization unless Participant has opted out
Consignment (UAMPS dispatches Participant resources per pooling appendix)	Agreement allows consignment; practice requires Participants to consign all resources pursuant to pooling appendix except for Limited Participants	Participants required to consign all resources pursuant to a pooling appendix except for Limited Participants
Cost Causation	Members pay other members in the pool for resources used to serve their loads; other costs not addressed in the agreement	Market settlements, charges, and revenues, are allocated by Load Ratio Share; some costs allocated by historical average; resource costs allocated by generator ownership
Governance	Silent	Consistent with UAMPS JAA, Bylaws and power sales contracts
Billing and Billing Disputes	Silent; subject to UAMPS procedures	Consistent with other power sales contracts
Other Legal Provisions	Silent	Consistent with other power sales contracts



Alternative:

Decline to enter the amended and restated Power Pooling Agreement. This action would make it impossible for UAMPS to represent Springville within EDAM and possibly jeopardize the City's ability to procure power.

Fiscal Impact:

There is no direct fiscal impact from entering into the amended and restated Power Pooling Agreement. The revised contract establishes a framework for UAMPS to effectively act as an agent for member cities within EDAM.

Jason Miller, Power Department Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDED AND RESTATED POWER POOLING AGREEMENT WITH THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS FOR THE POOL PROJECT; AUTHORIZING EXECUTION AND DELIVERY THEREOF; AND RELATED MATTERS.

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

WHEREAS, Springville City (the “*Member*”) 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 assisting its members in providing reliable, competitive, supplies of electric power and energy and related services through joint and cooperative action;

WHEREAS, UAMPS has developed and administers a power pooling project, known as the “Pool Project,” pursuant to which UAMPS procures, schedules, dispatches, and sells electric power and electric energy, including participation in organized wholesale electric markets for the collective benefit of participating members;

WHEREAS, the Member is currently a party to a prior power pooling agreement with UAMPS governing its participation in the Pool Project;

WHEREAS, UAMPS has presented to the Member an Amended and Restated Power Pooling Agreement (the “*Amended Pooling Agreement*”), which amends and restates the Prior Pooling Agreement in its entirety and updates the terms and conditions governing participation in the Pool Project, including provisions relating to market participation, allocation of costs and revenues, governance through a project management committee, payment obligations, and related matters;

WHEREAS, the governing board of the Member (“*Governing Body*”) has reviewed, or caused to be reviewed on its behalf, the Amended Pooling Agreement and related materials provided by UAMPS, has had the opportunity to ask questions and receive additional information, and has determined that entering into the Amended Pooling Agreement is in the best interests of the Member and the efficient, reliable, and economical operation of its electric system; and

WHEREAS, the Member now desires to authorize and approve the Amended Pooling Agreement and its execution and delivery by the Member;

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

Section 1. Approval of the Amended Pooling Agreement. The Amended and Restated Power Pooling Agreement, in substantially the form presented to the Governing Body and attached hereto as EXHIBIT A, is hereby authorized and approved. The Mayor is hereby authorized, empowered, and directed to execute and deliver the Amended Pooling Agreement on behalf of the Member, and the City Recorder is hereby authorized to attest and countersign such execution and affix the corporate seal of the Member, with such changes therein as shall be approved by the Mayor, such approval to be conclusively evidenced by execution thereof.

Section 2. Participant's Representative. (a) The appointment of Jason Miller as the Participant's Representative to UAMPS and of Bruce Riddle as alternate Representative 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 Amended Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the Amended Pooling Agreement, and (ii) act on all matters that may come before the Project Management Committee established by the Amended Pooling Agreement, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee

Section 3. Further Authority. The Mayor, City Recorder and other appropriate officers and employees of the Member are hereby authorized and directed to execute and deliver such certificates and additional undertakings of the Member as shall be necessary in connection with financing related to the Amended Pooling Agreement. Legal counsel for the Member is hereby authorized to provide an approving opinion with respect to the authorization, execution and enforceability of the Amended Pooling Agreement.

Section 4. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrevocable until the expiration or termination of the Amended Pooling Agreement 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 this ___ day of _____, 2026.

SPRINGVILLE CITY

By _____
Mayor

ATTEST:

City Recorder

[SEAL]

EXHIBIT A

[AMENDED POOLING AGREEMENT]

**AMENDED AND RESTATED POWER POOLING AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
SPRINGVILLE CITY**

This Amended and Restated Power Pooling Agreement made and entered into as of May 1, 2026 (“*Agreement*”), is by and between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah (“*UAMPS*”) and Springville City (the “*Participant*”).

RECITALS

WHEREAS, UAMPS is a political subdivision of the state of Utah organized under the Interlocal Cooperation Act (the “*Act*”) and the Joint Action Agreement to provide joint and cooperative action, including securing present and future power supply resources for its members;

WHEREAS, UAMPS has the power under the Act and Joint Action Agreement to (i) enter into contracts to obtain a supply of electric power and electric energy and ancillary services and transmission services, (ii) enter into contracts for the sale of wholesale energy services with its Members and others and (iii) adopt and implement risk management policies and enter into related agreements, including but not limited to forward purchase and sale contracts, hedging, tolling and swap agreements, and other instruments;

WHEREAS, balancing areas in the western electric markets, including the PacifiCorp East balancing area where most Members are located, are moving toward mandatory participation in organized markets;

WHEREAS, the Participant has entered into, or contemplates entering into power sales contracts with UAMPS and other instruments for the purchase or sale of electric power and electric energy; and

WHEREAS, subject to the terms and conditions of this Agreement, each Participant desires to appoint UAMPS as such Participant’s agent for (i) scheduling and dispatching electric power; (ii) purchasing power, energy, and related products to meet load and reserve requirements; (iii) selling Participant’s power and energy inside or outside organized markets; (iv) managing transmission rights and services; (v) handling payments/receipts and distributing market revenues; (vi) conducting transmission studies; and (vii) optimizing Participant’s resources and transmission.

NOW THEREFORE, the Participant and UAMPS hereby agree, as follows:

Section 1. Definitions and Rules of Construction.

(a) As used in this Agreement and in the Recitals set out above:

“*Act*” means the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

“*Agreement*” means this Amended and Restated Power Pooling Agreement as dated above between UAMPS and the Participant and any duly authorized amendments.

“*Amended and Restated Power Pooling Agreement*” means, collectively, this Agreement and the other Amended and Restated Power Pooling Agreements between UAMPS and the other Participants.

“*Annual Purchase Plan*” means the plan approved by the Project Management Committee setting forth the projected timing and pricing for market purchases over the fiscal year it is in effect. A form of the Annual Purchase Plan is attached to this Agreement as Exhibit 1, which shall be completed for each fiscal year upon the approval of, and may be modified from time to time by, the Project Management Committee.

“*Authorized Officer of UAMPS*” means the Chairman of the Board of Directors, the Vice Chairman of the Board, the Chairman of the Project Management Committee, the Secretary, the Treasurer and the Chief Executive Officer of UAMPS and any other officer or employee authorized or having delegated authority to perform specific acts or duties under the Amended and Restated Power Pooling Agreement by resolution duly adopted by the Board.

“*Billing Period*” means such period of time as shall be established from time to time by UAMPS for the preparation, calculation and billing of the amounts payable by the Participant hereunder and includes (i) all charges, credits, settlements, and other amounts attributable in that period of time, and (ii) any resettlements, recalculations, adjustments, or true-ups issued by any applicable organized market and received by UAMPS during that same calendar month, regardless of the market period to which such resettlements or adjustments relate.

“*Board*” means the Board of Directors of UAMPS or such other governing body of UAMPS as may be established from time to time pursuant to the Joint Action Agreement and the Act.

“*Commercially Reasonable*” or “*Commercially Reasonable Efforts*” means, with respect to any action required to be made, attempted or taken by a party under this Agreement, such efforts as a reasonably prudent business would undertake, consistent with good industry practice and the past practices of such party, for the protection of its own interest under the conditions affecting such action, including the amount of notice of the need to take such action, the duration and type of the action, the competitive environment in which such action occurs, and the contractual and legal obligations of, and the risk to, such party in connection with such action; *provided, however*, an obligation to act in a “Commercially Reasonable” manner or to exercise “Commercially Reasonable Efforts” does not include taking actions that would, individually or in the aggregate,

cause the party subject to such obligation to incur costs, or suffer any other detriment, that is out of reasonable proportion to the benefits to the other party under this Agreement.

“Cost Causation” means the principle that market charges and revenues should be allocated to the Participants whose actions directly cause such costs to be incurred or revenues to be received, including but not limited to charges and revenues relating to Resource Sufficiency Obligations and congestion charges and revenue.

“Credit Agreement” means (i) lines of credit and other credit arrangements to provide working capital, liquidity and/or reserves in connection with the operation and administration of the Project and (ii) any portion of the borrowing capacity under a line of credit or other credit arrangement that is dedicated, set aside or used to provide working capital, liquidity and/or reserves for the Project.

“Effective Date” means such date as shall be approved by the Project Management Committee as set forth in Section 2 of this Agreement.

“Electric System” means the Participant’s electric utility system as established, maintained and operated pursuant to applicable State and local law. With respect to any Participant that does not own and operate an electric utility system that serves retail customers, the term “Electric System” shall be deemed to refer to the applicable utility system.

“Entitlement Share” means the percentage determined by dividing (i) the sum of the Participant’s purchases through the Project for the previous fiscal year (ii) the sum of the total Project purchases during the previous fiscal year. For the avoidance of doubt, each Participant’s Entitlement Share under this Agreement shall be its Percentage Entitlement Share for purposes of the Joint Action Agreement.

“Forecasted Deficiency” means the forecasted electricity need for each Participant for the following fiscal year taking into account Load and Resource Forecasts as determined in advance of Project Management Committee approval of the Annual Purchase Plan.

“Joint Action Agreement” means the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended and supplemented from time to time.

“Limited Participant” means a Participant that does not use UAMPS to schedule its full load and whose obligations with respect to purchases and sales are governed by a Pooling Appendix.

“Load Ratio Share” means for the applicable Billing Period, the ratio of (i) the total quantity of electric power and electric energy purchased by a Participant through the Project during such Billing Period excluding resources that are not participating in an organized market to (ii) the total quantity of electric power and electric energy purchased by all Participants through the Project during such Billing Period, taking into account any resources excluded from participation in an applicable organized market.

“Load and Resource Forecast” means the forward-looking estimate prepared by UAMPS, in consultation with Participant, of such Participant’s projected electric load and available electric supply resources for a specified planning period, including owned resources, contracted resources, Outside Resources, and applicable regulatory or market obligations. A form of Load and Resource Forecast is attached to this Agreement as Exhibit 2, which shall be approved and may be modified from time to time by the Project Management Committee.

“Members” means, collectively, each entity which has executed the Joint Action Agreement or a supplement thereto.

“Outside Resource” means any Participant resource that is not a UAMPS project, a purchase through a UAMPS project or a market purchase through UAMPS.

“Participant” means the party defined as the Participant in the preamble of this Agreement and its permitted successors and assigns hereunder.

“Participants” means the parties, including the Participant, other than UAMPS, to the Amended and Restated Power Pooling Agreement.

“Participant’s Representative” means (i) the officer, employee or other agent of the Participant designated from time to time by the Participant as the Representative of the Participant for purposes of the Joint Action Agreement, to whom all notices and other communications to be given by UAMPS to the Participant hereunder shall be sent or (ii) in the event that the individual appointed as the Participant’s Representative is unavailable to act on behalf of the Participant, the individual duly appointed or designated by the Participant as its alternate Representative pursuant to the Joint Action Agreement.

“Prior Agreement” means, collectively, the Power Pooling Agreements of various dates between UAMPS and the Members.

“Project” means the UAMPS project created by this Agreement to procure, schedule, dispatch, and sell electric power and energy, including the bidding of such resources into organized markets for the collective benefit of the Participants.

“Project Management Committee” means the committee of the Participants established pursuant to Section 5 which shall make certain decisions and recommendations with respect to the management and acquisition of electric power, electric energy and transmission service as provided herein.

“Pooling Appendix” means an appendix to this agreement that sets forth specific terms relating to the purchase and sale of Participant resources.

“Required Approvals” means all governmental, regulatory and lender approvals, consents and authorizations required or necessary for (i) the execution, delivery and performance of this Agreement (or any amendment hereto) by the Participant and (ii) this Agreement (or any amendment hereto) to be the legal, valid and binding obligation of the Participant.

“*Resource Sufficiency Obligation*” means a requirement from an organized market that is imposed on UAMPS to demonstrate sufficient supply, flexibility, and reserves to meet its own forecasted demand and uncertainty in advance or during real-time operations.

“*UAMPS*” means Utah Associated Municipal Power Systems, a political subdivision organized and existing under the laws of the State of Utah, the Act and the Joint Action Agreement, and its successors. All references to UAMPS in this Agreement shall include Authorized Officers of UAMPS and their delegates acting pursuant to specific authorization by the Board.

“*Uncontrollable Force*” means any cause beyond the control of the party affected, including failure of facilities, flood, earthquake, storm, lightning, fire, explosion, epidemic, pestilence, war, riot, an act of domestic or international terrorism, civil disturbance, labor disturbances, sabotage, or an act of civil or military authorities, including court orders, injunctions, or orders of governmental agencies with proper jurisdiction, which by due diligence and foresight such party could not reasonably have been expected to avoid.

(b) References to Articles, Sections, Schedules and Exhibits are to the Articles and Sections of and Schedules and Exhibits to this Agreement, unless otherwise provided. Article and Section headings are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the defined terms may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use of the word “include” or its derivations shall not be construed as language of limitation.

Section 2. Effective Date; Term; and Termination.

(a) The Effective Date of the Amended and Restated Power Pooling Agreement shall be May 1, 2026. As of the Effective Date, the Amended and Restated Power Pooling Agreement shall replace the Prior Agreement in its entirety, except that the Prior Agreement shall remain in effect with respect to any Participants that have not obtained all Required Approvals until such Approvals have been received. Appendices to the Power Pooling Agreement shall become appendices to the Amended and Restated Power Pooling Agreement unless substituted and signed by the affected Participant. A Member of UAMPS becomes a Participant by executing this Agreement as a separate contract from other agreements between UAMPS and the Participant.

(b) The Agreement shall remain in effect from the Effective Date until terminated by written notice by either party served at least five years prior to the stated termination date, unless a shorter notice period is approved by the Project Management Committee, or the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, whichever is later. However, such termination shall not (i) relieve such Participant or UAMPS of any obligation incurred under or pursuant to this Agreement before such termination or (ii) result in the loss or availability of any right or benefit of such Participant or UAMPS which exists under any agreement or arrangement made hereunder between the Participant and UAMPS before such termination which extends beyond the noticed date of termination.

(c) No Agreement between UAMPS and a Participant may be entered into or amended so as to provide terms and conditions that are substantially and materially different from those herein contained except upon approval of the Project Management Committee, and upon similar amendment being made to the Agreement of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

Section 3. Pool Administration

(a) Participants hereby establish the Project Management Committee, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative or in the absence of the Participant's Representative its Alternate Representative) and shall be chaired by a Participant Representative elected by the Project Management Committee. The Participant has delegated full and complete authority to its Participant's Representative to act on all matters and decisions that come before the Project Management Committee. Each Representative appointed by the Participant shall serve on the Project Management Committee until the Participant appoints a successor. An Authorized Officer of UAMPS shall attend all meetings of the Project Management Committee and shall cause minutes to be kept of all such meetings.

(b) The Joint Action Agreement and the bylaws of UAMPS shall govern the procedures for and the voting rights on the Project Management Committee, *provided that*:

(i) The Participant's Representative of any Participant that is in default hereunder (A) shall not be entitled to vote on any matter during the period of such default, and the consent or approval of such Participant or such Participant's Representative shall not be required during the existence of such default and (B) shall be disregarded for purposes of determining whether a quorum of the Project Management Committee is present at any meeting;

(ii) All decisions made by the Project Management Committee shall be made by resolution, order or other appropriate action of the Project Management Committee and, except in those instances when the Project Management Committee is acting pursuant to delegated authority from the Board, before such resolution, order or action of the Project Management Committee shall take effect, the same shall be ratified and approved by resolution, order or action of the Board, acting in accordance with the Joint Action Agreement and the bylaws of UAMPS.

(iii) The Participants acknowledge that the Joint Action Agreement provides, among other things, that decisions of the Board with respect to the Project shall be made only upon the recommendation of the Project Management Committee and that weighted votes may be called for on any recommendation or decision to be made by the Project Management Committee or the Board, respectively, all as more fully provided in the Joint Action Agreement.

(c) The Project Management Committee may from time to time direct UAMPS to commission, obtain and provide such power supply and transmission studies as it deems reasonably necessary or desirable with respect to the Project.

(d) With the approval of the Project Management Committee, UAMPS may enter into Credit Agreements for the Project. UAMPS may require reasonable credit support or adequate assurance of payment from Participants consistent with market or lender requirements.

Section 4. Electric Power and Electric Energy Sales, Purchases and Allocation of Charges and Revenues

(a) UAMPS shall prepare an individual Load and Resource Forecast with each Participant to determine its Forecasted Deficiency. UAMPS and each Participant shall work in good faith to mutually agree upon the Participant's Load and Resource Forecast. Each Participant shall provide UAMPS with such load data, resource information, and other inputs as UAMPS may reasonably request in order to prepare and update such forecasts, including periodic updates as conditions change.

(b) Based on the Forecasted Deficiencies determined pursuant to Section 4(a), UAMPS shall develop, and the Project Management Committee shall approve, an Annual Purchase Plan to meet the aggregate Forecasted Deficiency of the Participants. The individual Participant Forecasted Deficiencies will be aggregated to determine the total UAMPS purchasing need, which will be included in the Annual Purchase Plan.

(c) UAMPS is hereby authorized to make purchases without additional authorization from the Participant

(i) to meet Resource Sufficiency Obligation according to policies adopted by the Project Management Committee. Purchases to meet Resource Sufficiency Obligation shall be allocated to Participants during market settlements based on Participant's contribution to deficiency and

(ii) to meet Forecasted Deficiency, provided that (x) Participants may withdraw UAMPS' authorization to make purchases under this clause (ii) only upon such terms and conditions as shall be approved by the Project Management Committee and (y) UAMPS purchases will be based on the aggregate Forecasted Deficiency of all Participants who have not withdrawn their authorization. Purchases to meet Forecasted Deficiency shall be allocated to Participants at the time the purchase is made.

(d) Except for Limited Participants, each Participant shall be obligated to purchase through the Project all of its electric power and electric power requirements and associated Resource Sufficiency Obligations in excess of its purchased or owned resources. UAMPS may schedule or bid Participant contracted or consigned resources into an organized market and may purchase from the market to meet the load of Participants. Notwithstanding the foregoing, any Outside Resource shall not be scheduled, dispatched, or bid into any organized market by UAMPS unless and until such Resource is expressly declared available for such scheduling or bidding by the

Participant. In addition, UAMPS must relay and not deviate from the schedule provided by the Participant.

(e) Except for Limited Participants, each Participant must consign the output of all Outside Resources to UAMPS pursuant to a Pooling Appendix, a form of which is attached to this Agreement as Exhibit 3, which may be modified from time to time by the Project Management Committee. UAMPS shall act as scheduling agent for consigned Outside Resources. UAMPS shall not be obligated to pay for Outside Resources. Consignment of the output of Outside Resources shall not relieve the Participant of responsibility under any resource-related contracts. Absent approval by the Project Management Committee, a Participant may not consign more resources to UAMPS than is reasonably necessary to meet its forecasted load. With Project Management Committee Approval, UAMPS may impose a scheduling fee for consigned resources to participate in an organized market.

(f) A Limited Participant may recall Outside Resources previously consigned to UAMPS for its own needs upon reasonable notice to UAMPS, taking into account any market scheduling requirements, UAMPS' established schedule, commitments to other Participants, and the needs of the recalling Participant.

(g) UAMPS may offer excess Participant resources that are not Outside Resources for sale to other Participants or may bid such resources into an organized market without additional authorization from the Participant. UAMPS shall prioritize contracted resources for which it has made firm contractual commitments when making bilateral sales.

(h) UAMPS will allocate other charges and revenues incurred or received through participation in an organized market to Participants according to Cost Causation. Charges and revenues directly attributable to a specific Participant's actions, resources or deficiencies shall be allocated to that Participant. Charges and revenues not attributable to a specific Participant will be allocated among the Participants according to the Load Ratio Share, or such other reasonable method as determined by the Project Management Committee

(i) The Project Management Committee shall adopt policies and procedures to govern the allocation charges and revenues consistent with the foregoing principles.

(j) The Project Management Committee may, from time to time and in its discretion, establish one or more advisory committees to assist in the development, review, and recommendation of policies, procedures and related exhibits under this Agreement. Any such advisory committee shall consist of representatives designated by the chair of the Project Management Committee and approved by the Project Management Committee and shall include representatives representing different size and resource composition. The advisory committee shall work in coordination with UAMPS staff and may evaluate and make recommendations regarding, among other matters, forecasting methodologies, billing practices, scheduling procedures, data requirements, reporting formats, and proposed exhibits or amendments to exhibits addressing such matters. Advisory committees shall serve solely in an advisory capacity and shall have not authority to bind UAMPS or the Participants. Any policies, procedures, or exhibits developed by an advisory committee shall be recommended to the Project Management

Committee for consideration in accordance with this agreement. The Project Management Committee may define the scope and duration of any advisory committee and may dissolve such committee at any time.

(k) Nothing in this Agreement shall limit the Participant from contracting for, incurring debt to build or otherwise obtaining an ownership interest in resources for such Participant's own needs. Such additional resources, if any, shall not relieve the Participant of any prior obligations incurred by such Participant to UAMPS.

(l) Unless otherwise approved by UAMPS, the Participant shall use all of the power and energy it purchases under this Agreement to serve retail customers located in the established service area of its electric utility system and to meet its own requirements.

(m) UAMPS shall use Commercially Reasonable Efforts to provide each Participant with timely access to data necessary for operational decision-making to the extent such data is available. The Project Management Committee shall adopt policies specifying data formats, delivery methods, and reporting timelines.

Section 5. Participant Payment Obligations.

(a) Each Participant shall pay UAMPS for all electric power, electric energy, energy capacity, ancillary services, and other electricity-related products or services purchased, scheduled, or otherwise procured by UAMPS on behalf of such Participant to meet such Participant's Forecasted Deficiency or contribution to Resource Sufficiency Obligation deficiency as described in Section 4(c). Such payment obligation shall apply without regard to whether the Participant ultimately uses, resells, or requires such power or energy, and the Participant shall bear all market benefits and detriments associated with such purchases, including price differences, congestion losses, imbalance charge, and settlement adjustments.

(b) In addition to payments for power, energy, and transmission, each Participant shall pay its Entitlement Share of all administrative, general, overhead, and other costs and expenses of UAMPS related to the Project, including but not limited to professional services, software and systems, financing costs, credit support, market participation fees, and other expenses incurred by UAMPS that are not otherwise recovered through market settlements or specific Participant charges relating to market participation. To the extent that revenues received by UAMPS from market settlements, bilateral sales, or other sources are insufficient to fully recover the costs and expenses described in this Section 5, the unrecovered balance shall be billed to Participants in proportion to their respective Entitlement Shares, unless otherwise allocated pursuant to Cost Causation principles approved by the Project Management Committee.

(c) Participant acknowledges and agrees that it is necessary for UAMPS to recover all of the costs and expenses associated with the Project, including the repayment of amounts due under Credit Agreements, through billings to and payments by the Participants under this Agreement.

(d) Payments required to be paid by the Participant to UAMPS shall be due and payable to UAMPS at its principal office or by wire transfer to such account as UAMPS shall designate in

writing to the Participant, on the 10th day of the Month following the Month in which the billing statement was rendered (or if such day is not a business day, the next succeeding business day) or at such other time as may be established by UAMPS through its annual budgeting process. Upon approval of the Project Management Committee, UAMPS may modify the billing schedule, frequency, due date, or other payment terms. Any such modification shall be communicated in writing to Participants and shall thereafter be binding as if originally stated in this Agreement.

(e) If payment in full is not made by the Participant on or before the close of business on the due date, UAMPS shall impose a delayed payment charge on the unpaid amount due for each day overdue at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Participant; provided, however, that UAMPS, acting upon the direction of the Project Management Committee, may elect to waive such delayed payment charge (or portion thereof) but only to the extent that any such waiver will not adversely affect the ability of UAMPS to meet its payment obligations under any contract entered into pursuant to this Agreement.

(f) The obligation of the Participant to make the payments under this Agreement is a several obligation and not a joint obligation with those of any other Participant. The obligation of the Participant to make such payments shall constitute a cost of purchased electric power and electric energy. In all cases, the obligation of the Participant to make the payments required by this Section shall be payable as an operating expense and solely from the revenues and other legally available funds of its Electric System. In no event shall the Participant be obligated or required to levy or collect ad valorem property taxes or assessments to meet its payment obligations under this Agreement. Such payments shall be made whether or not any market structure, program, or arrangement is modified, suspended, or terminated, and notwithstanding any interruption, curtailment, or limitation of market access, transmission availability, or other services, for any reason whatsoever, in whole or in part. The obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be conditioned upon the performance by UAMPS under this or any other agreement or instrument

(g) In the event of any dispute as to any portion of the billing statement for such Billing Period, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such billing statement was submitted. Such notice shall identify the disputed billing statement, state the amount in dispute and set forth a full statement of the grounds for such dispute. No adjustment shall be considered or made for disputed charges unless such notice is given by the Participant. UAMPS shall give consideration to and shall consult with the Project Management Committee with respect to such dispute and shall advise the Participant with regard to its position relative thereto within sixty (60) days following receipt of such written notice. Upon final determination (whether by agreement or determination by the Project Management Committee) of the correct amount, any difference between such correct amount and such full amount shall be accounted for in the billing statement next submitted to the Participant after such determination.

Section 6. Rate Covenant. Each Participant covenants and agrees to establish, maintain, and collect rates, fees, and charges for electric service furnished through its Electric System that are sufficient together with other legally available funds of its Electric System to (1) pay all amounts payable by the Participant to UAMPS under this Agreement, including costs associated with power, energy, capacity, transmission, ancillary services, market settlements, administrative fees, and all other charges allocated pursuant to this Agreement; (2) pay all operation and maintenance expenses of the Participant's Electric System; (3) provide for the payment of principal and interest on any bonds or other indebtedness payable from the revenues of the Participant's Electric System, as and when the same become due and payable; and (4) establish reasonable reserves and margins, consistent with prudent utility practice, to ensure continued financial stability of the Participant's Electric System and compliance with any financial covenants imposed by bond resolutions, ordinances, or other financing agreements. Each Participant shall enforce the collection of such rates, fees, and charges and shall not furnish free electric service to any person, firm, or corporation, except as permitted under applicable law.

Section 7. Audit Rights.

(a) UAMPS shall conduct, or cause to be conducted, an annual review of market operations and settlement activity associated with the Project, settlements received from organized markets and related charge and revenue allocations to Participants. Such review shall be performed for the purpose of verifying the accuracy and consistency of settlement processing and allocation methodologies and evaluating operational decision making in the market for the purposes of improving future market operations. UAMPS shall report the results of such review to the Project Management Committee, including a summary of findings, any identified material discrepancies, and any corrective actions taken or proposed. The Project Management Committee may provide direction regarding follow-up actions or process improvements based on such report. Nothing in this Section shall be construed to expand or limit any audit rights of a Participant under this Agreement, nor to require UAMPS to engage an independent auditor unless otherwise directed by the Project Management Committee.

(b) At its cost, the Participant may, upon the giving of not less than 60 days' prior written notice to UAMPS, but not more often than once during any two-year period, inspect and audit the books and records of UAMPS for the purpose of verifying the amounts payable by the Participant under this Agreement within the three-year period preceding the commencement of the audit. UAMPS agrees to make available to the Participant, to the extent Commercially Reasonable, all relevant records and all requested information relating to the subject matter of any such audit, subject in all cases to any confidentiality restrictions applicable to third-party information or contracts; provided that UAMPS shall make Commercially Reasonable Efforts to obtain a waiver of such restrictions for purposes of the audit and the Participant shall execute such non-disclosure agreements as may be reasonably requested by UAMPS. Any audit shall be conducted during normal business hours, and the Participant will use Commercially Reasonable Efforts to complete any audit within one month, subject to the availability of relevant records and information and the absence of material accounting irregularities

(c) If any audit discloses that an overpayment or underpayment has been made during the three-year period described above, the amount of the overpayment or underpayment will be

promptly paid by the appropriate party, together with interest calculated at an annual rate equal to the Secured Overnight Funding Rate (SOFR) reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of SOFR, plus 100 basis points, compounded daily and on the basis of a 360-day year, from the date or dates of any such overpayment or underpayment through and including the date of the payment correcting the overpayment or underpayment. Any payment made by UAMPS pursuant to this Section shall constitute a cost of electric power and electric energy.

Section 8. Representations and Warranties.

- (a) The Participant represents and warrants to UAMPS as follows:
- (i) the Participant is a political subdivision, duly created and validly existing under the laws of the State of Utah, and has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;
 - (ii) the Participant has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;
 - (iii) this Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;
 - (iv) the execution, delivery and performance by the Participant of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to the Participant and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which the Participant is a party or to which any of the property, assets or revenues of its Electric System is subject;
 - (v) all Required Approvals have been obtained; and
 - (vi) to the Participant's knowledge, there is no pending or threatened action or proceeding affecting the Participant which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.
- (b) UAMPS represents and warrants to the Participant as follows:
- (i) UAMPS is a political subdivision of the State of Utah and an energy services interlocal entity, duly created and validly existing under the Act and the Joint Action Agreement;
 - (ii) UAMPS has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(iii) This Agreement has been duly approved by the Project Management Committee and the Board and has been duly authorized, executed and delivered by UAMPS and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by UAMPS of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to UAMPS and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which UAMPS is a party or to which any of its property, assets or revenues is subject; and

(v) to UAMPS' knowledge, there is no pending or threatened action or proceeding affecting UAMPS which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.

Section 9. Indemnification and Liability

(a) UAMPS and the Participant shall defend and hold each other harmless from any and all claims, liability, and expense, including attorneys' fees, litigation expenses, and any judgment arising out of any bodily injury, death, or damage to property (other than bodily injury, death, or damage to property proximately caused by the other party or its servants or employees), occurring on their respective properties, including such injury, death, or damage as may be suffered by UAMPS or the Participant or by third parties, except that UAMPS and the Participant shall each be responsible for all claims of its respective employees, agents, and servants under workmen's compensation laws or any similar statutes. In no event shall either UAMPS or the Participant be liable to each other for any indirect, special, incidental, or consequential damages with respect to any claim arising out of this Agreement whether based on contract, tort, strict liability, or otherwise.

(b) The Participant acknowledges that (i) effective performance by UAMPS of its obligations under this Contract will require exercise of business judgment by UAMPS officers, directors, managers, personnel, and consultants on the basis of information available to them, and (ii) while UAMPS' aim will be to enhance value and reduce risk to the Participants, it is not reasonable to expect that value will be ideally maximized or that risk will be fully eliminated. In no event shall a claim of breach or event of default by UAMPS be based on the dissatisfaction of one or more of the Participants with transactions managed or entered into by UAMPS pursuant to this Contract, or with the nature or level of savings, costs, or risks associated therewith, absent a showing of gross negligence or willful misconduct by UAMPS. The sole remedy available to the Participant or another Participant that is dissatisfied with UAMPS' ability to achieve UAMPS' goals is to terminate this Contract in accordance with the Agreement; provided that upon a showing of gross negligence or willful misconduct by UAMPS the Participant may terminate this Agreement upon written notice to UAMPS, notwithstanding the five-year notice period otherwise applicable under Section 2, which notice will not become effective until the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, and

shall not relieve the Participant or UAMPS of any obligation incurred prior to the effective date of termination.

(c) No member of the Board or the Project Management Committee, no officer or employee of UAMPS, no member of the governing body of the Participant nor any officer or employee of the Participant shall be individually or personally liable for any amount payable under this Power Supply Contract or be subject to any personal liability or accountability by reason of the execution and performance of this Power Supply Contract; *provided, however*, that this Section shall not be construed to relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 10. Uncontrollable Force. Neither UAMPS nor the Participant shall be considered to be in default in respect to any obligation hereunder (other than the obligation of the Participant to pay obligations under Section 5) if prevented from fulfilling such obligations by reason of an Uncontrollable Force. The party claiming an Uncontrollable Force shall give notice and reasonable details of any potential or actual Uncontrollable Force to the other party as soon as is reasonably practicable, shall provide regularly updated information as to the anticipated occurrence or duration of the Uncontrollable Force, and shall provide prompt notice when it is able to resume performance of those obligations that were affected as a result of the Uncontrollable Force. Either party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove such inability with all reasonable dispatch.

Section 11. Default; Dispute Resolution

(a) In the event of a failure of the Participant to observe, keep and perform any of the covenants, agreements or obligations on its part contained in the Agreement, UAMPS may, in addition to its other rights hereunder, bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement against the Participant.

(b) In the event of any default by UAMPS under any covenant, agreement or obligation of this Agreement, the Participant's sole remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate and in no event shall the Participant withhold or offset any payment owed to UAMPS hereunder.

(c) Prior to and as a condition to the filing of any action with respect to this Agreement under paragraph (a) above, the Participant shall first submit the dispute or matter in question to the Project Management Committee for mediation by giving notice in writing to UAMPS and the Chair of the Project Management Committee describing the dispute or matter and the issue or issues to be resolved. The Participant agrees to participate fully and in good faith in all mediation proceedings of the Project Management Committee. In the event that the Project Management Committee is unable to resolve or mediate such dispute or matter within 120 days

after UAMPS has received written notice of the dispute, the Participant shall have the right to initiate such proceedings as it may deem necessary.

(d) No member of the governing body, nor any officer or employee of UAMPS or the Participant shall be individually or personally liable for any payment under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement; *provided, however*, that this Section shall not relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 12. Notices.

(a) All notices, demands or other communications made pursuant to this Contract (each, a "Notice") may be sent by electronic mail, other mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivery. Notice shall be deemed given when received by the addressee, unless received on a day that is not a business day or received after 5:00 p.m. (receiving party's local time) on a business day, in which case Notice shall be deemed to have been received on the next following business day. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) Notice sent by electronic mail shall be deemed to have been received upon the sending party's receipt of electronic confirmation of successful transmission; (ii) Notice sent by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party; and (iii) Notice sent by first class mail shall be deemed to have been received five business days after mailing.

(b) All Notices shall be sent by UAMPS to the business address or e-mail address of the Participant's Representative. All Notices shall be sent by the Participant to the business address or designated e-mail address of UAMPS. Either party may change its Notice address(es) by Notice to the other party.

Section 13. Miscellaneous.

(a) **Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by either party without the prior written consent of the other party.

(b) **Severability.** If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

(c) **No Merger.** This Agreement constitutes the entire and complete agreement of UAMPS and the Participant in respect of the Project and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject.

- (d) No Waiver. No failure or delay by UAMPS or the Participant in exercising any right, remedy, or power under this Agreement shall operate as a waiver of such right, remedy, or power. No single or partial exercise of any right, remedy, or power shall preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. Any waiver of a provision of this Agreement shall be effective only if made in writing and signed by the party against whom the waiver is asserted, and no such waiver shall be deemed a continuing waiver unless expressly stated.
- (e) Relationship between the Parties. This Contract is not intended to create, nor shall it be deemed to create, any relationship between UAMPS and the Participant other than that of independent parties contracting with one another for the purpose of effectuating the provisions of this Contract.
- (f) Survival. The termination of this Contract shall not discharge either party thereto from any obligation it owes to the other party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract. Cancellation, expiration, or termination of this Contract shall not relieve the parties of obligations that expressly survive or by their nature should survive such cancellation, expiration, or termination.
- (g) No Third-Party Beneficiary. This Contract is intended solely for the benefit of the parties hereto. Except as necessary to enter into a Credit Agreement, subject to approval by the Project Management Committee, nothing in this Contract shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Contract.
- (h) Governing Law. This Agreement is made under and shall be governed by the law of the State of Utah; provided however, that if the Participant is organized or created pursuant to the laws of another state, then the authority of the Participant to execute and perform its obligations under this Agreement shall be determined under the laws of such state. All judicial proceedings brought against either party arising out of or relating hereto shall be brought exclusively in the courts of the State of Utah or of the United States of America for the District of Utah. By executing and delivering the Agreement, each party irrevocably accepts generally and unconditionally the nonexclusive jurisdiction and venue of such courts, waives any defense of *forum non conveniens*; agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the party; and agrees that service as provided above is sufficient to confer personal jurisdiction over the party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.
- (i) Entire Agreement. This Contract supersedes all previous representations, understandings, negotiations, and agreements, either written or oral, between the parties or their representatives

with respect to the subject matter hereof and constitutes the entire agreement of the parties with respect to the subject matter hereof.

(j) Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

Dated this _____ day of _____, 2026.

SPRINGVILLE CITY

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

Mayor

Chairman

ATTEST

ATTEST

City Recorder

Secretary

**EXHIBIT 1
FORM OF ANNUAL PURCHASE PLAN**

Plan Information

Fiscal Year	
PMC Approval Date	
Effective Period	

Planning Overview

Aggregate Forecasted Deficiency (MWh)	
Peak Forecasted Deficiency (MW)	
Planning Assumptions / Notes	

Forecasted Deficiency Purchase Targets

Procurement Horizon	Target Coverage
12 months → 1 month ahead	Up to 80%
1 month → 2 days ahead	Up to 100%
Day Ahead / Real-Time	As needed

Planned Purchase Volumes

Month	Forecasted Deficiency	Purchased to Date	Remaining Uncovered
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Resource Sufficiency Evaluation (RSE)

Standard Approach	100% procured Day Ahead
Exceptions / Notes	

Flexible Resource Strategies (if applicable)

Tolling Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dispatchable Resource	<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm Market Purchase	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other	

Fine-tuned Load-following Purchases

Specific plans for shaping to be added here.

Attribution Statement

Forecasted Deficiency purchases are attributed to Participants at the time of purchase based on forecasted need. RSE purchases are made at the UAMPS level and allocated after-the-fact to Participants with RSE need.

Approval

PMC Chair	
Date	

EXHIBIT 2
FORM OF MEMBER LOAD & RESOURCE FORECAST

Forecast Information

Participant	
Fiscal Year	
Forecast Version	<input type="checkbox"/> Draft <input type="checkbox"/> Final
Date Prepared	

Summary Forecast

Gross Load (MWh)	
Gross Load (MW – Peak)	
Total Resources Capacity (MW)	
Total Resources (MWh)	
Forecasted Deficiency / (Surplus)	

Monthly Energy Summary

Month	Gross Load (MWh)	Resources (MWh)	Deficiency / (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Monthly Peak Summary

Month	Gross Peak Load (MW)	Resources (MW)	Deficiency / (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

Jan			
Feb			
Mar			

Resource Detail

Resource Name	Type	Capacity (MW)	Energy (MWh)	Notes

Forecast Assumptions & Notes

Member Review & Confirmation

Approval Status	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with corrections
Member Representative	
Date	

EXHIBIT 3
CONSIGNED RESOURCE [Non-UAMPS RESOURCE]

WHEREAS, [*Participant*] (the “Member”) is a participant of the UAMPS Pool Project;

WHEREAS, in order for the Member to schedule its [*Non-UAMPS Resource*] as part of their resource portfolio, it is necessary for the Member to enter into this Pooling Appendix to provide for responsibilities and authorities of each party and document the procedures to be used, and;

WHEREAS, Member desires that UAMPS act as its scheduling agent for scheduling services (“Scheduling Agent”) for its [*Non-UAMPS Resource*].

NOW, THEREFORE, the Member and UAMPS agree to the following.

SECTION 1. TERM

The term of this Pooling Appendix will begin May 1, 2026 and extends through the earlier of 1) the termination of the Amended and Restated Power Pooling Agreement; or 2) termination at the option of either Party upon the later of 30 days or the end of the scheduling month with written notice to the other Party or as provided for in Section 2 of the Amended and Restated Pooling Agreement and alternative procedures acceptable to UAMPS are in place.

SECTION 2. PURPOSE

This Pooling Appendix specifies the procedures for scheduling [*Non-UAMPS Resource*] as part of its resource portfolio due to the implementation of Extended Day-Ahead Market protocols (“EDAM Protocols”) administered by PacifiCorp in conjunction with the California Independent System Operator (“CAISO”). Member agrees that their scheduling of [*Non-UAMPS Resource*] is subject to the terms and conditions of this Pooling Appendix which may be amended from time to time by the agreement of the parties.

SECTION 3. MEMBER OBLIGATIONS, AUTHORITIES AND LIABILITIES

The Member shall provide preschedules to UAMPS according to the timeline specified in Attachment A hereto. Attachment A may be amended by UAMPS upon written notice to the Member. All scheduling of the [*Non-UAMPS Resource*] by the Member will be submitted through the UAMPS web scheduling interface. Except in instances where the web interface is not available, submittal of schedules by phone, email or other means of communication will not be acceptable.

For the purposes of UAMPS power billing, [*Non-UAMPS Resource*] will be deemed to [*information will be entered here on whether or not the Non-UAMPS Resource is in the CAISO*]

Full Network Model and whether or not the Non-UAMPS Resource incurs transmission costs] and the UAMPS pool will continue to be used to balance the Member's load pursuant to EDAM Protocols or policies established by the Pool Project's Project Management Committee. Differences, if any, between scheduled output that the Member has entered into UAMPS' billing database and the output measured by [*Non-UAMPS Resource*] meter(s) will be invoiced as imbalance energy.

SECTION 4. UAMPS OBLIGATIONS, AUTHORITIES AND LIABILITIES

UAMPS shall use the [*Non-UAMPS Resource*] schedules submitted from the Member according to the timeline specified in Attachment A in integrating and scheduling the Member's resources scheduled and billed by UAMPS to serve the Member's loads.

UAMPS will bid and schedule the Member's [*Non-UAMPS Resource*] in accordance with the Member's specific instructions.

SECTION 5. SCHEDULING AGENT SERVICE CHARGE

The Member will be charged a scheduling fee, transmission fee, and any other fee as adopted by the UAMPS Board of Directors from time to time.

Member also agrees to pay any other costs, if any, and any applicable administrative overheads as approved by the UAMPS Board of Directors that UAMPS may incur in the performance of this Pooling Appendix.

DATED this _____ day of _____, 2026.

[PARTICIPANT]

UAMPS

Attachment A

Duration for 1 Month and Longer (Term) Schedules:

The Member must notify UAMPS by the 19th of the prior month.

Day-Ahead Schedules:

The Member must notify UAMPS by 6:00 AM, 7 business days prior to the trade date. To the extent allowed under WECC and Balancing Authority criteria, UAMPS will accept changes to the 7 day schedule made by 6:00 a.m. [2] business days prior to the trade date.

Notification parties for Term, Balance of the Month, and Day Ahead transactions:

Pre-Scheduler prescheduling@uamps.com 801-568-0497

Kelton Andersen kelton@uamps.com 801-214-6406

Notification parties for unplanned outages or emergency situations:

Shift Scheduler sched@uamps.com 801-568-0496
801-568-0596

To report scheduling problems:

Jordan Garcia jordan@uamps.com 385-377-2567

CERTIFICATE OF PARTICIPANT

The undersigned hereby certify that they are the Mayor and City Recorder of Springville City, Utah (the “*Participant*”), a member of Utah Associated Municipal Power Systems (“*UAMPS*”), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate is delivered in connection with the execution and delivery of the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the “*Agreement*”), between the Participant and UAMPS. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Agreement.

2. The Participant is a political subdivision of the State of Utah (the “*State*”) and is governed by a City Council (the “*Governing Body*”).

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Agreement and (the “*Contract Resolution*”). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the Mayor and the City Recorder authorized to execute and deliver the Agreement on behalf of the Participant are as follows:

NAME	OFFICE
Matt Packard	Mayor
Kim Crane	City Recorder

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of State law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the “*System*”) that distributes and furnishes electric energy to consumers located within the established service area of the System. Under the Agreement, the Participant agrees to use all of the electric energy from its Entitlement Share to serve retail customers located in the established service area of the System and to meet its own requirements.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the “*Joint Action Agreement*”) and that certain Power Pooling Agreement (the “*Pooling Agreement*”) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. The representations and warranties of the Participant in Section 8 of the Agreement are true and correct on and as of the date of this certificate.

Dated: _____, 2026.

SPRINGVILLE CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

[ATTACH CONTRACT RESOLUTION]

OPINION OF COUNSEL TO THE PARTICIPANT

_____, 2026

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to Springville City, Utah (the “*Participant*”) in connection with the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the “*Agreement*”), between the Participant and Utah Associated Municipal Power Systems (“*UAMPS*”).

In connection with the opinions set forth herein, I have examined (i) the resolution adopted by the Participant’s governing body authorizing the execution and delivery of the Agreement, (ii) an executed counterpart of the Agreement, and (iii) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant has full legal right, power and authority to enter into the Agreement and to perform its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation and is enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors’ rights generally or usual equity principles in the event equitable remedies should be sought.
3. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which purports to affect the authorization, legality, validity or enforceability of the Agreement.
4. The execution, delivery and performance by the Participant of the Agreement will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

Respectfully submitted,



STAFF REPORT

DATE: March 3, 2026

TO: Honorable Mayor and City Council

FROM: Terrance Harris, Wastewater Collection-Stormwater Superintendent, Public Works

SUBJECT: **ADOPTION OF THE 2025 SPRINGVILLE CITY STORMWATER IMPACT FEE FACILITY PLAN AND IMPACT FEE ANALYSIS UPDATE ORDINANCE #XX-2026**

RECOMMENDED MOTION:

Motion to approve the 2025 Springville City Stormwater Impact Fee Facility Plan and Impact Fee Analysis update prepared by Hansen, Allen, & Luce, INC. and adopt Ordinance #XX-2026, adopting the 2025 Springville City Stormwater IFFP and IFA.

EXECUTIVE SUMMARY:

Springville City (City) retained Hansen, Allen, & Luce, INC.(HAL) to prepare a Stormwater Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) updates.

HAL and Springville City staff have worked closely together and recently completed a draft final IFFP, and IFA. The IFFP and IFA were presented to the Utility Board on November 19, 2025, the Planning Commission on December 9, 2025, and the City Council during the February 17, 2026, work session. The Utility Board and Planning Commission have both recommended that the City Council adopt the maximum allowable impact fee.

The IFFP, and IFA were updated to ensure the City's projects and impact fees are correct as projects and their costs continue to change.

Staff recommends adopting the Storm Water IFFP, IFA, and associated Ordinance, charging the maximum allowable impact fee of \$2,770.14 per Equivalent Residential Unit (ERU).

FOCUS OF ACTION

The adoption of the IFFP, and IFA is critical to establishing projects, development, and a legally defensible Stormwater Impact Fee. The impact fee adopted by the City Council determines how much funding will become available through development for wastewater projects as growth occurs.

Adoption of the Stormwater Collection Impact Fee Ordinance as the basis for stormwater treatment impact fees.

BACKGROUND

Springville City has experienced steady growth, and as this growth continues, additional stormwater facilities will be required to provide an adequate drainage system that meets the City's current level of service for storm drainage.

Springville City has recognized the importance of planning for increased burden on its storm drain system from new development due to rapid growth. The Stormwater Master Plan and Capital Facility Plan were updated in 2023 to support this analysis.

DISCUSSION

The three components of the stormwater impact fee are regional detention, conveyance, and planning. All capacities and costs are summarized into these components. Each project from the Capital Facility Plan is categorized into either detention or conveyance; planning is provided herein as a separate estimate.

Impervious square feet are the recommended fee unit for calculating the impact fee for non-residential developments. The typical single-family residential stormwater impervious area unit was estimated based on impervious surface within the parcel boundaries. The estimated typical impervious area for single-family residential lots was estimated for the following lot size groupings:

Single-Family Residential Lot Impervious Area Ranges

Lot Size	Typical Impervious Area	% Impervious	ERC Ratio
Less than 2,000 sq-ft	1,700 sq-ft	85%	0.45
2,000-3,999 sq-ft	1,900 sq-ft	63%	0.50
4,000-5,999 sq-ft	2,650 sq-ft	53%	0.70
6,000-7,999 sq-ft	3,450 sq-ft	49%	0.91
8,000-9,999 sq-ft	3,800 sq-ft	42%	1.00
10,000-19,999 sq-ft	5,450 sq-ft	35%	1.43
Greater than 20,000 sq-ft	9,425 sq-ft	33%	2.48

Source: IFFP

An Equivalent Residential Unit (ERU) represents 3,800 square feet of impervious surface area. Residential units will be assessed based on the average impervious surface area for similarly sized lots across the city. While roadways are not part of this ERU definition, their impervious surfaces are included in the runoff calculations. As a result, future stormwater facilities are designed to accommodate all anticipated impervious areas, including roads.

The cost impact of these future roads will be distributed evenly across future developments, assuming that developments coming into the city will be classified as residential or non-residential.

The assessment of the Impact Fee will be guided by the following principles:

- Non-residential units will be assessed based on actual impervious surface within their parcel.



- Residential units equipped with their own water meter will be assessed based on the appropriate lot size grouping.
- Residential units with a single water meter servicing multiple homes, condos, townhomes, or apartments will be assessed in the same fashion as a non-residential unit.

ALTERNATIVES

Staff recommends that the Council carefully consider the methodology involved in completing the Stormwater IFFP and IFA. The maximum defensible impact fee amount presented in the report represents the highest amount that can be legally charged per ERU for new development. As an example, the recommended impact fee for an ERU is \$2,770.14. The Council may set the actual Impact Fee at any amount below the maximum defensible amount if it so desires.

City Staff recommends that the maximum allowable impact fees as outlined in the IFA be adopted. Establishing impact fee amounts below this would leave a shortfall in the funding needed to complete the capital improvement projects outlined in the IFFP.

FISCAL IMPACT

Springville City staff have determined to maintain its current level of stormwater service. Therefore, additional stormwater improvements will be required to maintain the established stormwater level of service. The means by which the City will meet growth demands include constructing the future projects as set forth in the IFFP. This will occur by requiring new development to pay its fair share for new construction projects.

STAFF RECOMMENDATION

Staff recommends approval of the proposed 2025 Stormwater IFFP and IFA update and charging the maximum allowable impact fee, as detailed in the IFA, of \$2,770.14 per ERU.

Respectfully,
Terrance Harris, Wastewater Collection-Stormwater Superintendent, Public Works



Exhibit A – IFFP, IFA



ORDINANCE # XX-2026

AN ORDINANCE ADOPTING THE SPRINGVILLE CITY STORM DRAIN, IMPACT FEE FACILITIES PLAN, AND THE STORM DRAIN IMPACT FEE ANALYSIS; AND ENACTING STORM DRAIN IMPACT FEES.

WHEREAS, Springville City has legal authority pursuant to Title 11, Chapter 36a of the Utah Code known as the “Impact Fee Act” (hereinafter the “Act”) to impose development impact fees as a condition of development approval, which impact fees are used to defray capital infrastructure costs attributable to new development activity; and

WHEREAS, the City has historically assessed impact fees as a condition of development approval in order to appropriately assign capital infrastructure costs to development in an equitable and proportionate manner; and

WHEREAS, on September 22nd, 2025, pursuant to the Act, the City properly noticed its intent to update its Storm Drain Impact Fee Facilities Plan and to amend its Storm Drain Impact Fees based on an updated Storm Drain Impact Fee Analysis; and

WHEREAS, the City has reviewed and evaluated the City’s storm drain service area for the storm drain system, which consists of the entire area within the Springville municipal boundaries - as shown in the Storm Drain Impact Fee Facilities Plan, and has determined that it is in the City’s best interest to establish the said service area for the purpose of imposing Storm Drain Impact Fees; and

WHEREAS, pursuant to the requirements of Sections 11-36a-301 and 302 of the Act, Hansen Allen & Luce Engineers has prepared the Storm Drain Impact Fee Facilities Plan, dated November 2025 (the “IFFP”), attached hereto as Exhibit “A,” which Hansen, Allen, & Luce, Inc. has properly certified pursuant to the requirements of Section 11-36a-306 of the Act; and

WHEREAS, pursuant to the requirements of Sections 11-36a-303 and 304 of the Act, Hansen Allen & Luce Engineers, has prepared the Storm Drain Impact Fee Analysis, dated November 2025 (the “IFA”), which Hansen, Allen, & Luce, Inc. has properly certified pursuant to the requirements of Section 11-36a-306 of the Act; and

WHEREAS, Hansen, Allen, & Luce, Inc. has also calculated for the enactment Storm Drain Impact Fees as set forth in the IFA and pursuant to the requirements of Sections 11-36a-305 of the Act; and

WHEREAS, on February 20, 2026, pursuant to Section 11-36a-502 of the Act, a full copy the IFFP, the IFA, and this Impact Fee Enactment Ordinance, along with an executive summary of the

IFFP and the IFA that was designed to be understood by a lay person, were made available to the public at the Springville City Public Library, posted on the City's Website, and the Public Notice Website; and

WHEREAS, on March 3, 2026, the Springville City Council held a public hearing regarding the proposed and certified IFFP, IFA, and this Impact Fee Enactment Ordinance; and

WHEREAS, the Springville City Council does now desire to hereby approve and adopt the IFFP and the IFA and formally enact Storm Drain Impact Fees pursuant thereto and pursuant to the requirements of Sections 11-36a-401 through 11-36a-403 of the Act.

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

SECTION 1: Adoption.

The IFFP and the IFA are attached hereto and approved, adopted, and incorporated as part of this Ordinance. The Impact Fees for the stormwater system as set forth in the IFA are hereby approved and adopted, and at the time the Impact Fees become effective pursuant to this Ordinance, the Impact Fees will replace all previously adopted stormwater impact fees.

SECTION 2: Service Area.

The service area established in the IFFP and the IFA and for which Storm Drain Impact Fees are established and imposed is all of Springville City (the "Service Area"). The Service Area is established based upon sound planning and engineering principles for the City's storm drain system services.

SECTION 3: Level of Service.

The level of service for the storm water system is that it should handle the 3-hour 10-year storm (approximately 1.16 inches) for the initial drainage system. In the case of a detention or retention facility, the 3-hour 25-year storm (approximately 1.46 inches) must be applied. The initial drainage system includes inlets, laterals, minor trunk lines, gutters, and roadside ditches. The design distribution is the modified 3-hour Farmer Fletcher distribution which can be seen in Figure 2-3. Individual developments should use the NOAA's Atlas 14 to establish specific point precipitation estimates for their development. This design standard has been modeled in the CIP and design flows and volumes can be found in Springville's SDMP (HAL, 2023).

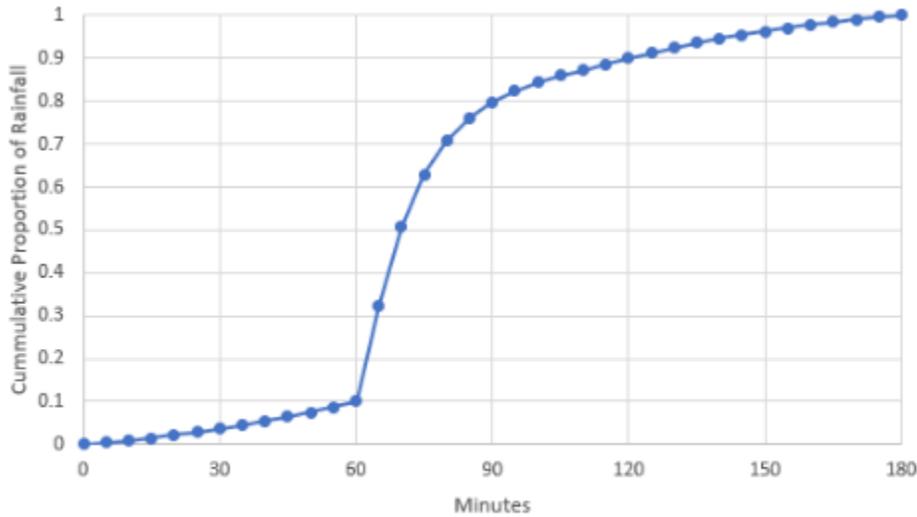


Figure 2-3 Dimensionless Cumulative Modified Farmer Fletcher 3-hour Distribution

Table 1-2 in the IFFP further defines level of service (“LOS”) by setting the LOS parameters and LOS calculations for the City storm drain conveyance and detention systems. Both systems have design and volume LOS categories defined in the IFFP.

**Table 1-2
Storm Drain Level of Service Unit Comparison**

Category	Base Year LOS	Existing LOS	Buildout LOS	Proposed LOS	% Impact Fee Reimbursable
Conveyance Design LOS Parameter	10-Year Storm	10-Year Storm	10-Year Storm	10-Year Storm	85.7%
Conveyance Volume LOS/ERU	24.4 cf	24.4 cf	26.4 cf	30.8 cf	
Detention Design LOS Parameter	25-Year Storm	25-Year Storm	25-Year Storm	25-Year Storm	100.0%
Detention Volume LOS/ERU	105.0 cf	105.0 cf	102.8 cf	97.7 cf	

The Storm Water Master Plan and the IFFP further define the LOS.

SECTION 4: Impact Fee Analysis and Impact Fee Calculations.

As found in the IFA, the Storm Drain Impact Fee calculation is based on the following:

1. Elements. In calculating the Storm Drain Impact Fee (the “Impact Fee”), the City has included those costs allowed, including, without limitation, debt service, if any, that are found under Section 11-36a-305 of the Act.
2. Proportionate Share Analysis. Included within the IFA is a proportionate share analysis as required by Section 11-36a-304 of the Act.

3. Formula. The Storm Drain Impact Fee is based upon the Act’s required proportionate share analysis in determining the total project costs to maintain the City’s current storm drain system level of service for new development activity. The following schedule of Storm Drain Impact Fees specifies the amount of impact fee to be imposed for each type of development activity and for each type of system improvement and/or the formula the City will use to calculate each impact fee.

The typical single-family residential storm water impervious area unit was established on impervious surface within the parcel boundaries. The established typical impervious area for single family residential lots is based on the following lot sizes. The impact fee for single-family residential lots is based on the impervious area of the lots. Table 2-5 in the IFFP provides the impervious areas for lot sizes, as follows:

**Table 2-5
Single Family Residential Lot Impervious Area Ranges**

Lot Size	Typical Impervious Area	% Impervious	ERU Ratio
Less than 2,000 sq-ft	1,700 sq-ft	85.0%	0.45
2,000-3,999 sq-ft	1,900 sq-ft	63.3%	0.50
4,000-5,999 sq-ft	2,650 sq-ft	53.0%	0.70
6,000-7,999 sq-ft	3,450 sq-ft	49.3%	0.91
8,000-9,999 sq-ft	3,800 sq-ft	42.2%	1.00
10,000-19,999 sq-ft	5,450 sq-ft	35.3%	1.43
Greater than 20,000 sq-ft	9,425 sq-ft	32.5%	2.48

Average percent impervious area and typical impervious area are usually correlated to lot size. In general, as lot size increases the typical impervious area also increases but the percentage of impervious area per lot decreases.

The above square footage amounts are the basis for the impact fees. The impact fees are shown in Table 2-10 of the IFA :

Table 2-10
Total Impact Fee Schedules with Credits

Year	Single Family Residential	Multi-Family & Non-Residential
2026	\$2,770.14/ERU	\$0.72/sq ft
2027	\$2,770.70/ERU	\$0.72/sq ft
2028	\$2,771.23/ERU	\$0.72/sq ft
2029	\$2,771.72/ERU	\$0.72/sq ft
2030	\$2,772.19/ERU	\$0.72/sq ft
2031	\$2,772.62/ERU	\$0.72/sq ft

For developments that are non-residential, the impact fee shall be based on impervious square feet of the development. The fee will be calculated as follows:

Stormwater impact fee = (impervious square foot area) * \$0.72.

Residential units with a single water meter servicing multiple homes, condos, townhomes, or apartments will be assessed in the same fashion as a non-residential unit.

A more detailed analysis of the Impact Fee schedule and formula is found in the attached IFA.

4. Non-standard Impact Fees. The City reserves the right under the Act to assess an adjusted impact fee that more closely matches the true impact that the land use will have upon the storm drain system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category.

5. Impact Fee Adjustments.
 - a. The City Council is authorized to adjust the standard fee at the time the fee is charged to:
 - i. respond to:
 1. unusual circumstances in specific cases; or
 2. a request of a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has or will be collected, and
 - ii. ensure that the impact fees are imposed fairly.

- b. The impact fee may be adjusted for a particular development based on studies or data provided by a developer after review by the City's Impact Fee Administrator and approval by the City Council.
6. Credits and Reimbursements.
- a. A developer, including a school district or a charter school, shall receive a credit against or proportionate reimbursement of an impact fee from the City if the developer:
 - i. dedicates land for a system improvement,
 - ii. builds and dedicates some or all of a system improvement, or
 - iii. dedicates a public facility that the City and the developer agree will reduce the need for a system improvement.
 - b. The City shall require a credit against the impact fee for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:
 - i. are system improvements, or
 - ii. A. are dedicated to the public, and
B. offset the need for an identified system improvement.

SECTION 5: Assessment.

The Storm Drain Impact Fee shall be charged for all new service connections or whenever a customer desires to increase the size of an existing storm water service. In the latter instance, the impact fee shall be based on the difference in service capacity between the new and existing service. The impact fee shall be charged throughout the Service Area for all classes of service.

SECTION 6: Expenditure of Impact Fees.

The City may expend impact fees only for a system improvement identified in the IFFP and for the specific public facility type for which the fee was collected. Impact fees will be expended on a first-in-first-out basis. Impact fees collected pursuant to this Ordinance shall be expended or encumbered for permissible use within six (6) years of their receipt. The City may hold the fees for longer than six (6) years if it identifies, in writing, an extraordinary and compelling reason why the fees should be held longer than six (6) years and an absolute date by which the fees will be expended.

SECTION 7: Refunds.

The City shall refund any impact fee paid by a developer, plus interest earned, when:

1. the developer does not proceed with the development activity and has filed a written request for a refund;
2. the fee has not been spent or encumbered; and
3. no impact has resulted.

An impact that would preclude a developer from a refund from the City may include any impact reasonably identified by the City, including but not limited to, the City having sized facilities and/or paid for, installed and/or caused the installation of facilities based, in whole or in part, upon the developer's planned development activity even though that capacity may, at some future time, be utilized by another development.

SECTION 8: Impact Fee Challenges.

A person or entity that has standing to challenge an impact fee may appeal the impact fee pursuant to Title 14, Chapter 5 of the Springville City Code. The procedures and time limitations for challenging an impact fee, including procedures for mediation and/or arbitration, shall be as set forth in Sections 11-36a-702 through 705 of the Act. The applicable remedies for an impact fee challenge shall be limited to those set forth in Section 11-36a-701 of the Act.

SECTION 9: Accounting of Impact Fees.

The City shall follow all of the accounting and reporting requirements found in Section 11-36a-601 of the Act.

SECTION 10: Severability.

If any portion or provision of this Ordinance shall be declared invalid for any reason, such decision shall not affect the remaining portions of this Ordinance that shall remain in full force and effect. For this purpose, the provisions of this Enactment are declared to be severable.

SECTION 11: Effective Date.

This Ordinance will become effective 90 days after the day on which it is approved.

ADOPTED by the City Council of Springville, Utah, this 17th day of March 2026.

SPRINGVILLE CITY

Matt Packard, Mayor

ATTEST:

Kim Crane
CITY RECORDER

Exhibit A- IFFP, IFA



Storm Drain Impact Fee Facilities Plan



SPRINGVILLE

November 2025



Springville

**STORM DRAIN
IMPACT FEE FACILITY PLAN**

(HAL Project No.: 260.57.400)

February 2026



ACKNOWLEDGMENTS

Several individuals contributed to the successful completion of this study. We sincerely appreciate the cooperation, assistance, and expertise provided by members of the project team:

The City of Springville

Brad Stapley, Public Works Director
Jake Nostrom, Assistant Public Works Director
Terrance Harris, Stormwater Superintendent
Chris Wilson, Chief Engineer

Hansen, Allen & Luce, Inc.

Steve Jones, Principal in Charge
Chris Thompson, Project Manager
Kayson Shurtz, QA/QC
Sophia Reyes, Project Engineer
Ry Weber, Project Engineer
Abby Trudeau, Project Engineer

ABBREVIATIONS, ACRONYMS, UNITS AND DEFINITIONS

ABBREVIATIONS

City Springville City

ACRONYMS

CIP	Capital Improvement Plan
ERU	Equivalent Residential Unit
GIS	Geographic Information System
HAL	Hansen, Allen and Luce, Inc.
IF	Impact Fee
LOS	Level of Service
MAG	Mountainland Association of Governments
MPO	Metropolitan Planning Organization
SD	Storm Drain
SDMP	Storm Drain Master Plan
SWMP	Storm Water Management Plan

UNITS

ac-ft	Acre Foot
cf	Cubic Foot
ft	Foot
in	Inch
sq-ft	Square Foot

DEFINITIONS

Base LOS Data Year. The first data year LOS calculations were made.

Base LOS Fiscal Year. The first fiscal year LOS calculations were implemented.

Base Year LOS. The Base Year LOS reflects the originally calculated LOS provided to the residents. It is tracked so impact fees are not used to raise the LOS to existing residents.

Buildout LOS. The Buildout LOS is the LOS for the entire City at buildout. It indicates what the Existing LOS will be raised to by buildout with non-impact fee funds.

Conveyance LOS Parameter. The Conveyance LOS Parameter was set by standard practice in the SDMP. Conveyance facilities must be designed with capacity for a 10-year Design Storm.

Conveyance Pipe. Conveyance Pipe includes pipes that convey stormwater, are owned by the City and receive water from public streets. Conveyance Pipe does not include lateral pipes from curb inlet boxes or groundwater drains.

Data Year. The Data Year is the previous full calendar year for which annual data is used for updating the IFFP and IFA.

Design LOS. The Design LOS for both conveyance and distribution are based on the Design Storm.

Design Storm. The Design Storm is based on the 3-hour modified Farmer Fletcher distribution to simulate peak runoff conditions. It is the basis for the storm drain model used to master plan future conveyance and detention projects.

Detention LOS Parameter. The Detention LOS Parameter was set by standard practice in the SDMP. Conveyance facilities must be designed with capacity for a 25-year Design Storm.

Effective Date. The date, 90 days after the Enactment Date, when the impact fees become effective.

Enactment Date. The Enactment Date is the date the City Council approves the IFFP, IFA, and Impact Fee Enactment Ordinance.

Equivalent Residential Unit (ERU). An ERU is defined by the average impervious area of an average single-family house.

Established LOS. The Established LOS is set by the City Council by the adoption of the IFFP, the IFA, and the Impact Fee Enactment Ordinance.

Existing LOS. The Existing LOS is the LOS currently provided to the existing City residents for the Data Year.

Local Conveyance System. Local Conveyance System is defined as conveyance system constructed with Minimum Size Conveyance Pipe or pipe smaller in diameter.

Minimum Size Conveyance Pipe. The Minimum Size Conveyance Pipe is defined as a pipe 15 inches in diameter. It is established by City standards according to standard practice and the City's ability to operate and maintain the storm drain system.

Project Improvements. Project Improvements are improvements required by development that the City determines not to define as System Improvements.

Proposed LOS. The Proposed LOS is the LOS recommended to the City Council by the IFFP and IFA to set as the Established LOS.

Regional Detention. Regional detention is defined as detention that receives water from public streets.

Regional Conveyance System. Regional Conveyance System is defined as the volume of conveyance system pipe above that of a local or minimum pipe size.

Required LOS for Future Development. The Required LOS for Future Development is calculated by dividing the regional volume of all future new Conveyance Pipe or Regional Detention divided by the ERUs at buildout less the current ERUs.

System Improvements. System Improvements are regional improvements determined by the City to be impact fee reimbursable. Cities are not required to define all regional facilities as System Improvements but all System Improvements must be regional.

Volume LOS. The Volume LOS for both conveyance and detention is based on the volume of Regional Pipe or Regional Detention per ERU impervious area.

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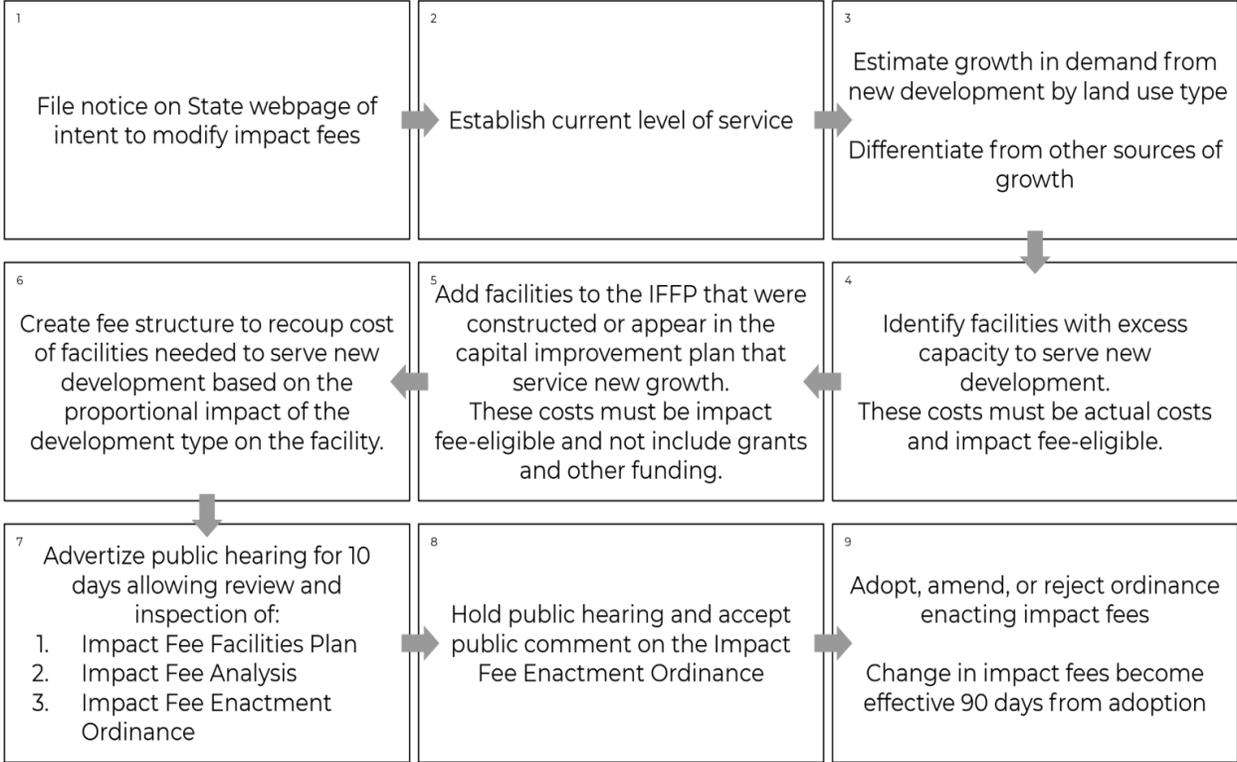
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CHAPTER 1 – INTRODUCTION

IMPACT FEE ENACTMENT PROCESS

Figure 1-1 outlines the impact fee enactment process.

**Figure 1-1
Impact Fee Enactment Process**



NOTICES

In accordance with Utah Code section 11-36a-501 Notice of Intent to Prepare an Impact Fee Facilities Plan and 11-36a-503 Notice of Intent to Prepare an Impact Fee Assessment, Springville City posted a notice of intent to prepare or amend an Impact Fee Analysis for the area within the City’s policy declaration boundary. It was posted on the Utah Public Notice Website and the local City website. See Appendix A.

In accordance with Utah Code section 11-36a-502 Notice to Adopt or Amend an Impact Fee Facilities Plan and 11-36a-504 Notice of Intent to Adopt an Impact Fee Enactment, Springville City posted a notice of intent to prepare or amend an Impact Fee Facilities Plan and prepare an Impact Fee Analysis for the area within the City’s policy boundary. It was posted on the Utah Public Notice Website and the local City website. See Appendix B.

EXECUTIVE SUMMARY

HAL completed a storm drain system model and the SDMP for the City. This IFFP is based on that model and SDMP and the Data Year in Table 2-4. Recommendations for System Improvements are based on the model requirements to meet the SDMP Conveyance and Detention LOS Parameters.

The City has adopted impact fees based on the cost of capital facilities needed to meet the demand of new development according to the LOS Parameters set by the City in the SDMP and this IFFP. Impact fees are not used to increase the LOS for existing residents.

Service Area

The service area includes the existing City boundary, and future areas anticipated to be annexed into the City by the SDMP. Buildout refers to when, at growth rates projected by the MPO, all vacant land in the SDMP boundaries would be developed. It assumes no future changes to the SDMP boundaries but will be updated with each future IFFP update according to the current City SDMP.

Impact Fee Facilities Plan

Table 1-1 identifies projects and planning studies with impact fee-eligible costs. All costs are based on actual costs or use present day cost estimates. There are 4 components to a storm drain impact fee: conveyance, detention, miscellaneous facilities, and planning. The fees charged for conveyance and detention are based on LOS. The fees charged for facilities and planning are based on future ERUs served. The IF% removes the Project Improvement costs and costs of projects used to solve existing deficiencies.

**Table 1-1
Storm Drain Impact Fee Facilities Plan**

Conveyance	Year	Total Cost	IF %	IF Cost	Total Volume	Cost/cf	Weighted Average
C30 - Spring Canyon	FY2025	\$885,245	56.40%	\$499,298	8,359 cf	\$105.90	\$67.23
1600 S UDOT Betterment	FY2026	\$2,458,178	26.81%	\$659,143	41,369 cf	\$59.42	
Detention	Year	Total Cost	IF %	IF Cost	Total Volume	Cost/cf	Weighted Average
1200 W and 400 S Basin	FY2023	\$815,404	100.00%	\$815,404	114,843 cf	\$7.10	\$8.17
Spring Canyon	FY2025	\$85,186	100.00%	\$85,186	9,651 cf	\$8.83	
SUVPS 1600 S Basin	FY2026	\$1,238,123	100.00%	\$1,238,123	137,214 cf	\$9.02	
Misc Facilities	Year	Total Cost	IF %	IF Cost	Begin ERUs	End ERUs	ERUs Served
Planning	Year	Total Cost	IF %	IF Cost	Begin ERUs	ERUs in 6 Yrs	ERUs Served
Impact Fee Studies	FY2022	\$72,925	100.00%	\$72,925	22,720 ERUs	31,157 ERUs	8,437 ERUs
Master Plan Studies	FY2022	\$185,498	100.00%	\$185,498			

Level of Service

Table 1-2 sets has the LOS Parameters and LOS calculations for the City storm drain conveyance and detention systems. Both systems have Design and Volume LOS categories defined in the Definitions.

**Table 1-2
Storm Drain Level of Service Unit Comparison**

Category	Base Year LOS	Existing LOS	Buildout LOS	Proposed LOS	% Impact Fee Reimbursable
Conveyance Design LOS Parameter	10-Year Storm	10-Year Storm	10-Year Storm	10-Year Storm	85.7%
Conveyance Volume LOS/ERU	24.4 cf	24.4 cf	26.4 cf	30.8 cf	
Detention Design LOS Parameter	25-Year Storm	25-Year Storm	25-Year Storm	25-Year Storm	100.0%
Detention Volume LOS/ERU	105.0 cf	105.0 cf	102.8 cf	97.7 cf	

If the Proposed LOS is higher than the Buildout LOS, then the % Impact Fee Reimbursable amount in Table 1-2 needs to be applied to future System Improvement costs to calculate what can be paid for with or reimbursed from impact fee funds. This ensures that impact fee funds do not pay to raise the LOS of existing residents. The IFFP costs of System Improvement projects or planning studies are based on actual costs for completed projects and present day cost estimates for future ones.

CERTIFICATION

Utah Impact Fee Act requires certification for the IFFP. Hansen, Allen & Luce provides this certification with the understanding that the recommendations in the IFFP are followed by City Staff and elected officials. If all or a portion of the IFFP is modified or amended, or if assumptions presented in this analysis change substantially, this certification is no longer valid. All information provided to Hansen, Allen & Luce, Inc. is assumed to be correct, complete, and accurate.

IFFP Certification

Hansen, Allen & Luce, Inc. certifies that the Impact Fee Facilities Plan (IFFP):

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. complies in each and every relevant respect with the Impact Fees Act.

HANSEN, ALLEN & LUCE, INC.

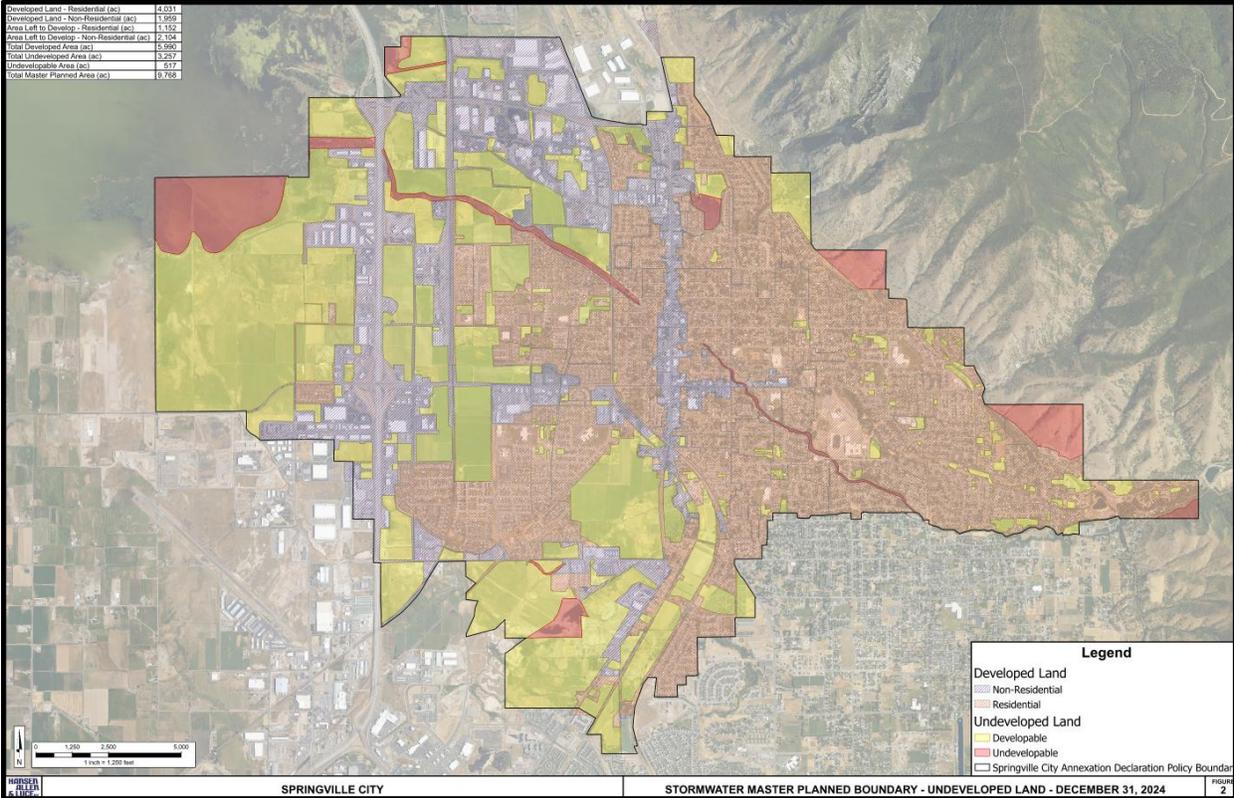
CHAPTER 2 – DEMOGRAPHICS AND GROWTH

UNDEVELOPED LAND

Springville was originally settled in 1850. It is located in central Utah County and has an area of approximately 15 square miles. As a result of its location along the I-15 corridor and in the rapidly growing Provo-Orem metropolitan area, Springville is experiencing rapid growth and is expected to grow into the future.

The City GIS was used to find undeveloped and undevelopable land within the SDMP boundary. Developed land includes parks and existing roads. Undevelopable land includes, but is not limited to, land that cannot be developed because of wetlands, steep terrains and development restrictions. These areas are shown in Figure 2-1.

**Figure 2-1
Storm Drain Master Plan Undeveloped Land**



POPULATION

In Table 2-1 growth projections from the City and the Mountainland Association of Governments (MAG) Metropolitan Planning Organization (MPO) were used to estimate growth by Census. These projections were used to estimate annual growth for this study.

**Table 2-1
Census Population Projections**

Population Criteria	1990	2000	2010	2020	2030	2040	2050	2060
Springville	13,950	20,424	29,466	35,268	46,362	55,974	61,969	66,011
10-Year Growth Rate	3.57%	3.89%	3.73%	1.81%	2.77%	1.90%	1.02%	0.63%
Utah County	263,590	368,536	518,872	679,188	861,852	1,080,082	1,297,515	1,504,433
Growth Rate	1.91%	3.41%	3.48%	2.73%	2.41%	2.28%	1.85%	1.49%
Springville as % of Utah County	5.3%	5.54%	5.68%	5.19%	5.38%	5.18%	4.78%	4.39%
Springville Yearly Growth Rate	4.6%	4.4%	2.0%	3.1%	4.4%	1.7%	1.0%	0.6%

Source: Census, MAG MPO, City

DATA YEAR AND BUILDOUT

Table 2-2 summarizes development information for the land area master planned in the SDMP for the IFFP Data Year. The buildout year is estimated by applying the MPO growth rates to the Developed Area until the Area Left to Develop is gone.

**Table 2-2
Projected Development at Buildout**

Land Use	% Total
Developed Area	9,224 acres 94.47%
Undevelopable Area	517 acres 5.30%
Total Master Plan Land Area	9,764 acres 100.00%
Data Year	2024
Estimated Households at Buildout	18,151
Estimated Buildout Year	2057

Source: City GIS and SDMP

MPO growth projections were used to estimate the end of Data Year and Buildout Year population in Table 2-3 and Table 2-4. Statistics were calculated using data from the City GIS, Census and the MPO MAG.

**Table 2-3
End of Data Year Developed Land and Population Summary**

Data Year	2024
Population	36,302
Households	10,169
Single-Family Home Persons per Household	3.75
Multi-Family Household Persons per Household	3.47
Average Household Size	3.57
Average Single-Family Home Lot Size	0.207 acres
Developed Area	5,990 acres
Undevelopable Area	517 acres
Area Left to Develop	2,104 acres
Total Master Plan Land Area	9,764 acres

Sources: City GIS, Census and MAG MPO

**Table 2-4
Population - End of Data Year and Buildout**

	2024	2057
Springville	36,302	64,798
Growth Rate	0.55%	1.74%
Utah County	752,254	1,442,358
Growth Rate	2.49%	2.01%
Springville as % of Utah County	4.83%	4.49%

Sources: City GIS, Census, MAG MPO

IMPERVIOUS AREA

Storm runoff in urban areas is primarily generated by rain falling on impervious area. The units used for the storm drain impact fee is per Equivalent Residential Unit or ERU. The ERU was determined by calculating the typical impervious area within a residential parcel and applying that to the average residential parcel size. Multispectral imagery analysis was used to determine the impervious and pervious areas within the City for residential parcels.

Figure 2-2
Example of Residential Area Impervious Surface Delineation



Residential parcels were determined by joining the City parcel data with the land use map for the City developed by HAL. Figure 2-2 shows an example of residential parcels along with the result of impervious area produced by the multispectral imagery analysis. Once a distribution of parcel size and parcel impervious area was produced, HAL was able to determine a range of ERUs based on parcel size ranges, median, and average.

Table 2-5 shows the impervious area by lot size range calculated from this study.

Table 2-5
Single Family Residential Lot Impervious Area Ranges

Lot Size	Typical Impervious Area	% Impervious	ERC Ratio
2,000 sq-ft or less	1,700 sq-ft	85.0%	0.45
2,001-4,000 sq-ft	1,900 sq-ft	63.3%	0.50
4,001-6,000 sq-ft	2,650 sq-ft	53.0%	0.70
6,001-8,000 sq-ft	3,450 sq-ft	49.3%	0.91
8,001-10,000 sq-ft	3,800 sq-ft	42.2%	1.00
10,001-20,000 sq-ft	5,450 sq-ft	35.3%	1.43
Greater than 20,000 sq-ft	9,425 sq-ft	32.5%	2.48

Average percent impervious area and typical impervious area are usually correlated to lot size. In general, as lot size increases the typical impervious area also increases but the percentage of impervious area per lot decreases.

Table 2-6 shows the calculations for an ERU. To simplify calculations, an ERU ratio to the average lot was calculated to apply to calculate ERUs. These ratios are found in Table 2-5 for single family residential units and 2-6 for multi-family residential and non-residential development.

**Table 2-6
Equivalent Residential Unit Lot**

ERU Single-Family Home Lot Size (acres)	0.207 acres
ERU Single-Family Home Lot Size (sq-ft)	9,017 sq-ft
% Impervious Area	42.2%
ERU Impervious Area	3,800 sq-ft
ERU Ratio per Acre of Impervious Area for Multi-Family and Non-Residential Development	11.46

Source: City GIS

Residential units will be assessed based on the average impervious surface found throughout the City for similar sized lots. While roadways are not part of this ERU definition, their impervious surfaces are included in the runoff calculations. As a result, future storm drain facilities are designed to accommodate all anticipated impervious areas, including roads. The cost impact of the stormwater drainage of these future roads will be distributed evenly across future developments.

The assessment of the impact fee and future monthly storm drain utility fees will be guided by the following principles:

Single-Family Residential Units. Single-Family Residential units will be assessed according to ERU ratios in Table 2-5.

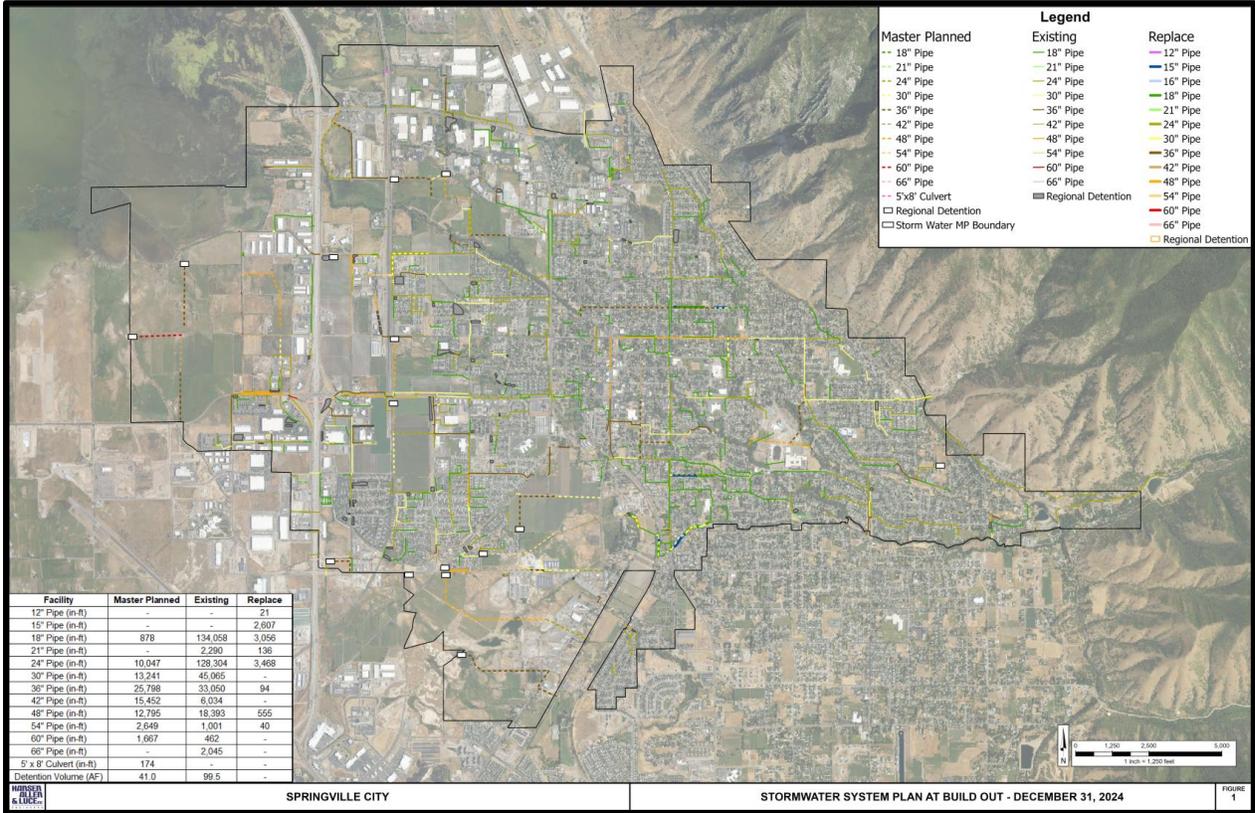
Multi-Family and Non-Residential Units. Multi-Family and Non-Residential Units will be assessed based on actual impervious surface within their development times the ERU Ratio per Acre of Impervious Area for Multi-Family and Non-Residential Development in Table 2-6.

CHAPTER 3 – IMPACT FEE FACILITIES PLAN

OVERVIEW

HAL completed a system model and SWMP for the City. Master planned future system improvements are based on the model requirements to meet the LOS Parameters established in the SDMP according to industry standards. These improvements and existing regional improvements are shown in Figure 3-1.

**Figure 3-1
Storm Drain System Plan at Buildout**



The following projects found in Table 3-1 and Table 3-2 are identified in the SDMP to be needed for future growth. They are also shown graphically on Figure 3-1. For more detail on each project, see the SDMP.

**Table 3-1
Conveyance CIP Projects**

Project ID	Length (ft)	Diameter (in)	Estimated Capacity (cfs)	Total with Eng & Cont.
C01	2,321	36	55	\$1,178,000
C02	1,562	30	27	\$606,000
C03	4,713	36	95	\$2,391,000
C04	2,085	48	154	\$1,514,000
C05	2,527	48	137	\$1,835,000
C06	1,535	24	42	\$453,000
C07	2,469	36	59	\$1,253,000
C08	2,433	24	31	\$719,000
C09	2,649	54	113	\$2,080,000
C10	1,601	42	66	\$972,000
C11	1,788	30	25	\$693,000
C12	992	42	45	\$602,000
C13	1,365	30	17	\$529,000
C14	1,250	24	14	\$369,000
C15	1,252	42	70	\$760,000
C16	1,614	36	30	\$819,000
C17	3,325	48	69	\$2,414,000
C18	1,000	30	34	\$388,000
C19	3,241	42	54	\$1,968,000
C21	1,938	30	26	\$900,000
C22	2,517	24	12	\$743,000
C23	3,457	36	37	\$2,234,000
C25	1,692	48	52	\$1,228,000
C26	2,129	36	25	\$1,080,000
C27	1,667	60	101	\$1,557,000
C28	1,128	42	73	\$685,000
C29	1,489	30	39	\$578,000
C30	1,277	24	10	\$885,245
C31	341	30	13	\$133,000
C32	996	36	40	\$506,000
C33	1,200	36	42	\$776,000
C34	1,283	42	56	\$958,000
C35	828	42	76	\$618,000
C36	797	48	72	\$579,000
C37	653	30	42	\$254,000
C38	1,793	36	35	\$1,159,000
C39	1,017	36	52	\$195,000
C40	663	24	10	\$246,000
Springville City Projects Subtotal			\$36,349,000	

**Table 3-2
Detention CIP Projects**

Project ID	Contributing Area (acres)	Contributing Area ID	Volume (AF)	Allowable Discharge (cfs)	Total with Eng & Cont.
RD01	190	DA-RD01	1.5	29	\$366,000
RD02	100	DA-RD02	1.5	15	\$366,000
RD03	105	DA-RD03	2.1	16	\$499,000
RD04	213	DA-RD04	2.3	32	\$533,000
RD05	150	DA-RD05	3.0	23	\$699,000
RD06	167	DA-RD06	7.5	25	\$1,698,000
RD07	139	DA-RD07	3.3	21	\$766,000
RD08 ¹	88	DA-RD08	1.5	13	\$366,000
RD10	150	DA-RD10	3.0	23	\$699,000
RD12	189	DA-RD12	3.8	28	\$866,000
RD13	219	DA-RD13	3.8	33	\$866,000
RD14	46	DA-RD14	1.1	7	\$266,000
RD15	442	DA-RD15	9.0	66	\$2,031,000
RD16	124	DA-RD16	0.2	19	\$66,000
RD17	118	DA-RD17	3.0	18	\$699,000
RD18	20	DA-RD18	0.4	3	\$120,000
Springville City Projects Subtotal			\$10,906,000		

¹Detention pond sized based on limited downstream conveyance capacity under the railroad.

The following sections give detail on the impact fee calculations for each of the four components of a storm drain impact fee:

1. Conveyance
2. Detention
3. Misc Facilities
4. Planning

All IFFP projects and costs are summarized into these components.

CONVEYANCE

The City storm drain conveyance system includes but is not limited to inlets, laterals, minor trunk lines, gutters, and roadside ditches. The 3-hour modified Farmer Fletcher distribution is used for the 10-year storm to calculate peak flows. This design standard has been applied to the storm drain model and the results have been used to develop the CIP illustrated in Figure 3-1. A list of CIP projects and the design flows and volumes can be found in the City SDMP.

The Minimum Size Conveyance Pipe or local/Project Improvement pipe size is defined in Table 3-3. Only the upsize cost from this may be paid for with impact fee funds. Table 3-3 also contains the calculation parameters and calculations for the conveyance Proposed LOS per ERU.

**Table 3-3
Regional Conveyance ERU LOS**

Local/Minimum Conveyance Pipe Size	15 inch
Existing Regional Conveyance Volume	1,008,161 cf
Future Master Planned Regional Conveyance Volume	563,506 cf
Buildout Regional Conveyance Volume	1,571,666 cf
Existing Storm Drain Impact Fee ERUs	41,276 ERUs
Estimated Buildout Storm Drain Impact Fee ERUs	59,548 ERUs
Existing Storm Drain Billing ERUs	23,541 ERUs
Estimated Buildout Storm Drain Billing ERUs	41,814 ERUs
Additional ERUs at Buildout	18,273 ERUs
Base LOS - Volume of Regional Conveyance per ERU (cf)	24.4 cf
Existing LOS - Volume of Regional Conveyance per ERU (cf)	24.4 cf
Required LOS at Buildout – Master Plan Volume of Regional Conveyance per ERU (cf)	26.4 cf
Required LOS - Volume of Regional Conveyance per ERU (cf)	30.8 cf
Proposed LOS - Volume of Regional Conveyance per ERU (cf)	30.8 cf
% Impact Fee Reimbursable	85.7%

DETENTION

The City detention system includes above ground and subsurface detention. Detention facilities are designed to attenuate peak runoff rates from tributary areas associated with the Design Storm established in the SDMP. The 3-hour modified Farmer Fletcher distribution is used for the 25-year storm to calculate peak flows. This design standard has been applied to the storm drain model and the results have been used to develop the CIP illustrated in Figure 3-1. A list of CIP projects and the design flows and volumes can be found in the City SDMP.

Multi-family and non-residential development must provide site or Project Improvement detention facilities that will reduce peak runoff rates from associated development to 0.15 cfs per acre unless otherwise specified in the SDMP or a localized study.

Public roads typically freely discharge into the storm drain system where they may enter into regional storm drain detention. Only detention basins that receive water from public roads are considered regional detention basins. Table 3-4 the calculation parameters and calculations for the detention Proposed LOS per ERU.

**Table 3-4
Regional Detention Volume Per ERU**

Existing Regional Detention Volume	4,334,220 cf
Future Master Planned Regional Conveyance Volume	1,785,960 cf
Buildout Regional Conveyance Volume	6,120,180 cf
Existing Storm Drain Impact Fee ERUs	41,276 ERUs
Estimated Buildout Storm Drain Impact Fee ERUs	59,548 ERUs
Existing Storm Drain Billing ERUs	23,541 ERUs
Estimated Buildout Storm Drain Billing ERUs	41,814 ERUs
Additional ERUs at Buildout	18,273 ERUs
Base LOS - Volume of Regional Detention per ERU (cf)	105.0 cf
Existing LOS - Volume of Regional Detention per ERU (cf)	105.0 cf
Required LOS at Buildout – Master Plan Volume of Regional Detention per ERU (cf)	102.8 cf
Required LOS - Volume of Regional Detention per ERU (cf)	97.7 cf
Proposed LOS - Volume of Regional Detention per ERU (cf)	97.7 cf
% Impact Fee Reimbursable	100.0%

MISC FACILITIES

Misc facilities include storm drain related projects that are not for conveyance or detention. They may include but are not limited to buildings, storage yards, pump stations, or public works buildings. The growth related portion of these miscellaneous facilities attributed to the storm drain system can be paid for or reimbursed by impact fees. Individual analysis of cost per ERU is conducted for each facility project. Present day facility cost estimates are used to estimate future facility costs.

PLANNING

Master plan, IFFP, and IFA consultant planning work can be paid for or reimbursed with impact fees. These planning costs from 4 years previous to 6 years in the future are divided by the ERU increase over the 10-year period to calculate the planning component of the impact fee per ERU. Present day planning costs are used to estimate future planning expenses.

SERVICE AREA

The need for regional conveyance is primarily caused by the fact that drainage from streets is undetained and has a short time of concentration. This large initial rush of water requires pipes to be upsized from the Minimum Size Conveyance Pipe which is a 15 inch pipe.

Streets are regional facilities available for use by the general public. Since they are the overarching reason for needing regional capacity in storm drain conveyance systems, they are also the primary reason for regional detention basins which reduce the size of these conveyance systems.

A regional detention basin is defined as a basin that receives stormwater from streets. The service area therefore includes the existing City boundary containing all City streets. Future areas anticipated to be annexed into the City by the SDMP are also included in the service area as they are annexed until the buildout planned for in the SDMP.

Buildout refers to when, at growth rates projected by the MPO, all vacant land in the SDMP boundaries will be developed. It assumes no future changes to the SDMP boundaries but will be updated with each IFFP according to the current City SDMP.

IMPACT FEE FACILITIES PLAN

Figure 3-1 shows the storm drain facilities needed to maintain the Proposed LOS as the City builds out. These facilities are determined from the CIPs in the SDMP and the SWMP, and specific localized studies completed as development progresses or is proposed. Many of these projects will be constructed in phases as development occurs.

Using the storm drain CIPs and recent development needs, specific capital projects which have impact fee-eligible costs are identified in Table 3-5. These are projects that have been completed or are planned for construction in the next 6 years. All costs are actual or based on present day estimates.

If development requires any System Improvement projects before existing budgets can construct them, then developers may, if approved by the City, front the cost of the project and be reimbursed through impact fees or receive an impact fee credit. If development occurs in areas that trigger projects beyond the planning horizon of this IFFP then the City plans to add these projects once they are bonded.

Table 3-5 lists the IFFP projects. It includes the percentage of each project required to solve existing system deficiencies and increased utilization if appropriate. These percentages are applied to the total cost of the project to determine the cost reimbursable by impact fees. The cost/ERU is determined by the product of the cost per capacity times the Proposed LOS required capacity. The total capacity and total cost are used to determine the cost per capacity unit.

**Table 3-5
Storm Drain Impact Fee Facilities Plan**

Conveyance	Year	Total Cost	IF %	IF Cost	Total Volume	Cost/cf	Weighted Average
C30 - Spring Canyon	FY2025	\$885,245	56.40%	\$499,298	8,359 cf	\$105.90	\$67.23
1600 S UDOT Betterment	FY2026	\$2,458,178	26.81%	\$659,143	41,369 cf	\$59.42	
Detention	Year	Total Cost	IF %	IF Cost	Total Volume	Cost/cf	Weighted Average
1200 W and 400 S Basin	FY2023	\$815,404	100.00%	\$815,404	114,843 cf	\$7.10	\$8.17
Spring Canyon Basin	FY2025	\$85,186	100.00%	\$85,186	9,651 cf	\$8.83	
SUVPS 1600 S Basin	FY2026	\$1,238,123	100.00%	\$1,238,123	137,214 cf	\$9.02	
Misc Facilities	Year	Total Cost	IF %	IF Cost	Begin ERUs	End ERUs	ERUs Served
Planning	Year	Total Cost	IF %	IF Cost	Begin ERUs	ERUs in 6 Yrs	ERUs Served
Impact Fee Studies	FY2022	\$72,925	100.00%	\$72,925	22,720 ERUs	31,157 ERUs	8,437 ERUs
Master Plan Studies	FY2022	\$185,498	100.00%	\$185,498			

APPENDICES

APPENDIX A - NOTICE OF INTENT TO AMEND THE SD IFFP AND IFA

Figure A-1
City Website

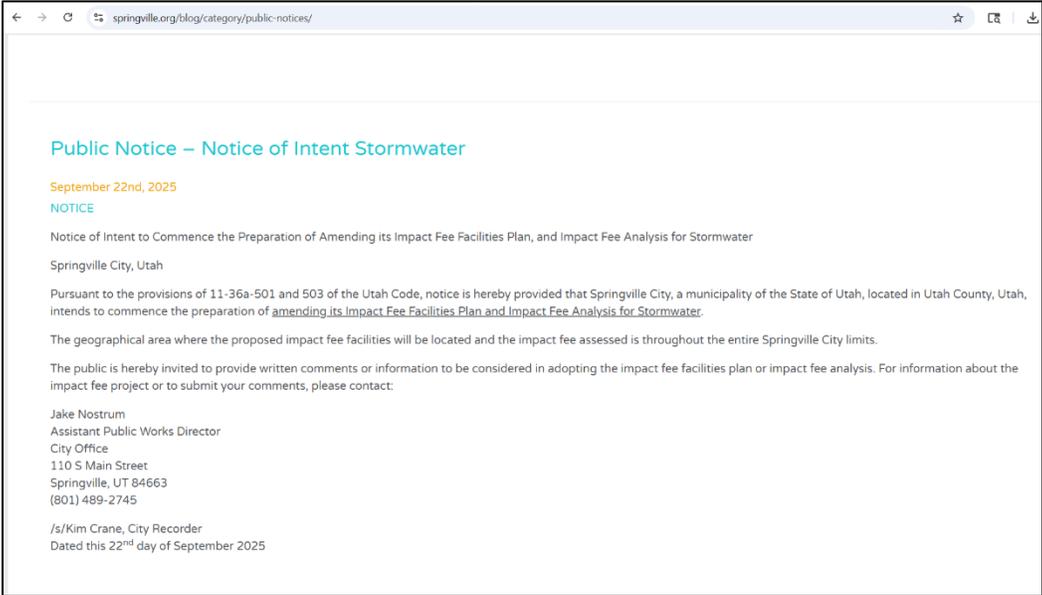
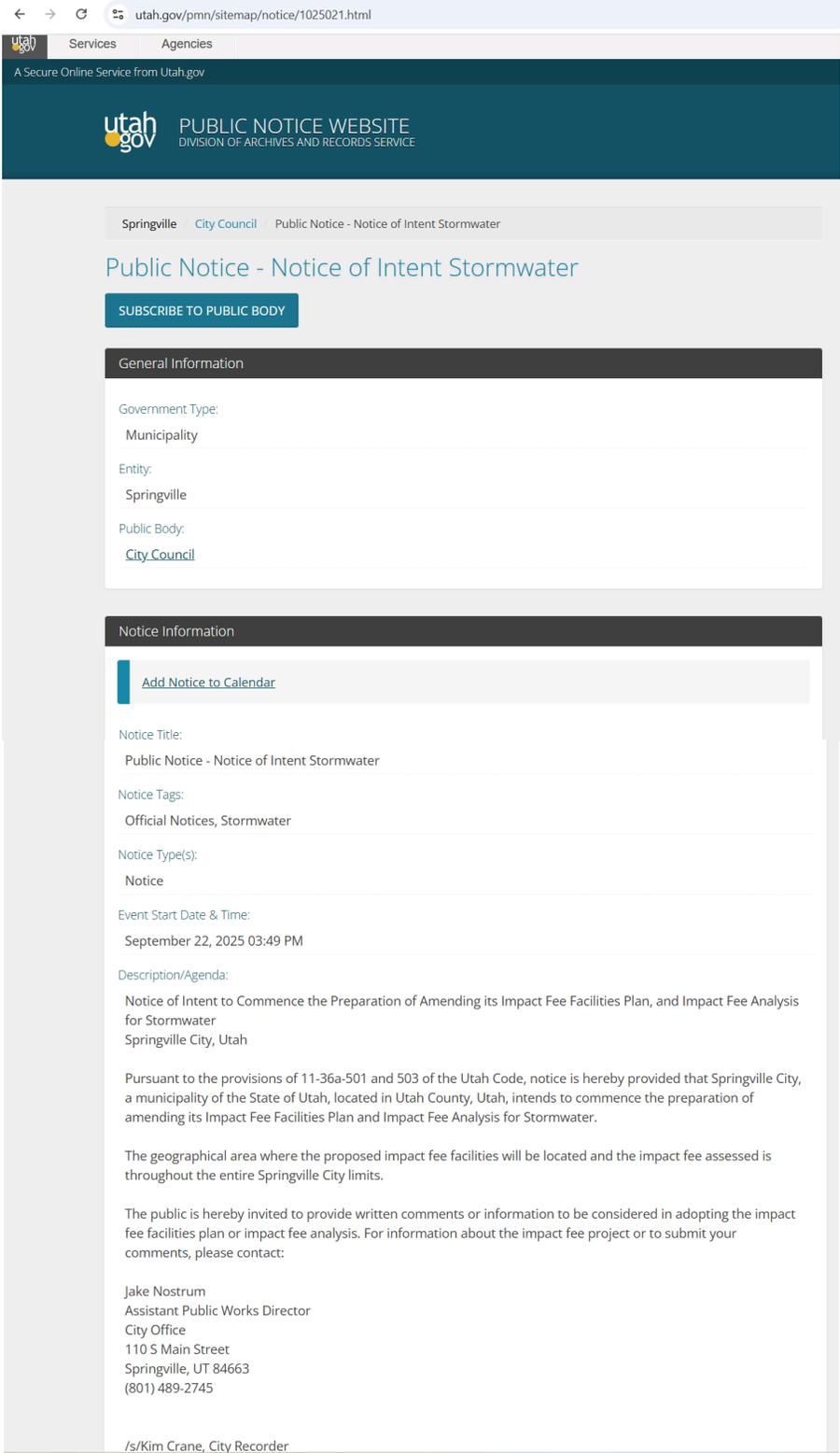


Figure A-2
Utah Public Notice Website



Dated this 22nd day of September 2025

Notice of Special Accommodations (ADA):

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.

Notice of Electronic or Telephone Participation:

Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207 and Springville City Code 2-4-102(4)

Other Information:

This meeting was noticed in compliance with Utah Code 52-4-202. Copies of the agenda were posted at the Civic Center on the City website at www.springville.org/agendasminutes, and delivered to the Mayor, City Council members, City Attorney, required news

Meeting Information

Meeting Location:

110 South Main Street
Springville, UT 84663

[Show in Apple Maps](#) [Show in Google Maps](#)

Contact Name:

Kimberly Crane

Contact Email:

kcrane@springville.org

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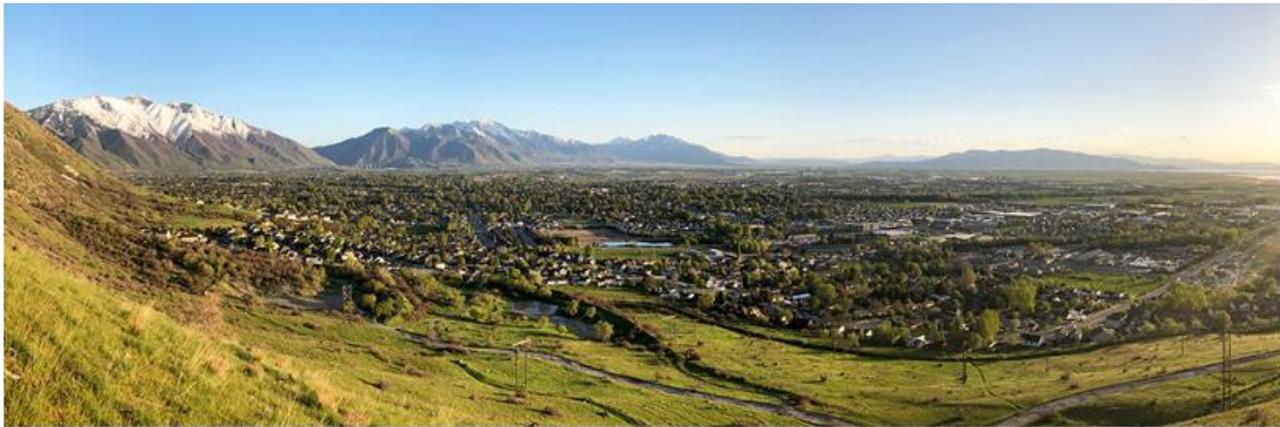
(801)491-2727

APPENDIX B - NOTICE TO ADOPT OR AMEND AN IFFP AND IF ENACTMENT

11-36a-502 Notice to Adopt or Amend an Impact Fee Facilities Plan and 11-36a-503 Notice of Intent to Adopt an Impact Fee Enactment



Storm Drain Impact Fee Analysis



SPRINGVILLE

November 2025



Springville

STORM DRAIN

IMPACT FEE ANALYSIS

(HAL Project No.: 260.57.400)

February 2026



ACKNOWLEDGMENTS

Several individuals contributed to the successful completion of this study. We sincerely appreciate the cooperation, assistance, and expertise provided by members of the project team:

The City of Springville

Brad Stapley, Public Works Director
Jake Nostrom, Assistant Public Works Director
Terrance Harris, Stormwater Superintendent
Chris Wilson, Chief Engineer

Hansen, Allen & Luce, Inc.

Steve Jones, Principal in Charge
Chris Thompson, Project Manager
Kayson Shurtz, QA/QC
Sophia Reyes, Project Engineer
Ry Weber, Project Engineer
Abby Trudeau, Project Engineer

ABBREVIATIONS, ACRONYMS, UNITS AND DEFINITIONS

ABBREVIATIONS

City Springville City

ACRONYMS

CIP	Capital Improvement Plan
ERU	Equivalent Residential Unit
GIS	Geographic Information System
HAL	Hansen, Allen & Luce, Inc.
LOS	Level of Service
SDMP	Storm Drain Master Plan
SWMP	Storm Water Management Plan

UNITS

ac-ft	Acre Foot
cf	Cubic Foot
ft	Foot
in	Inch
sq-ft	Square Foot

DEFINITIONS

Base LOS Data Year. The first data year LOS calculations were made.

Base LOS Fiscal Year. The first fiscal year LOS calculations were implemented.

Base Year LOS. The Base Year LOS reflects the originally calculated LOS provided to the residents. It is tracked so impact fees are not used to raise the LOS to existing residents.

Buildout LOS. The Buildout LOS is the LOS for the entire City at buildout. It indicates what the Existing LOS will be raised to by buildout with non-impact fee funds.

Conveyance LOS Parameter. The Conveyance LOS Parameter was set by standard practice in the SDMP. Conveyance facilities must be designed with capacity for a 10-year Design Storm.

Conveyance Pipe. Conveyance Pipe includes pipes that convey stormwater, are owned by the City and receive water from public streets. Conveyance Pipe does not include lateral pipes from curb inlet boxes or groundwater drains.

Data Year. The Data Year is the previous full calendar year for which annual data is used for updating the IFFP and IFA.

Design LOS. The Design LOS for both conveyance and distribution are based on the Design Storm.

Design Storm. The Design Storm is based on the 3-hour modified Farmer Fletcher distribution to simulate peak runoff conditions. It is the basis for the storm drain model used to master plan future conveyance and detention projects.

Detention LOS Parameter. The Detention LOS Parameter was set by standard practice in the SDMP. Conveyance facilities must be designed with capacity for a 25-year Design Storm.

Effective Date. The date, 90 days after the Enactment Date, when the impact fees become effective.

Enactment Date. The Enactment Date is the date the City Council approves the IFFP, IFA, and Impact Fee Enactment Ordinance.

Equivalent Residential Unit (ERU). An ERU is defined by the average impervious area of an average single-family house.

Established LOS. The Established LOS is set by the City Council by the adoption of the IFFP, the IFA, and the Impact Fee Enactment Ordinance.

Existing LOS. The Existing LOS is the LOS currently provided to the existing City residents for the Data Year.

Local Conveyance System. Local Conveyance System is defined as conveyance system constructed with Minimum Size Conveyance Pipe or pipe smaller in diameter.

Minimum Size Conveyance Pipe. The Minimum Size Conveyance Pipe is defined as a pipe 15 inches in diameter. It is established by City standards according to standard practice and the City's ability to operate and maintain the storm drain system.

Project Improvements. Project Improvements are improvements required by development that the City determines not to define as System Improvements.

Proposed LOS. The Proposed LOS is the LOS recommended to the City Council by the IFFP and IFA to set as the Established LOS.

Regional Detention. Regional detention is defined as detention that receives water from public streets.

Regional Conveyance System. Regional Conveyance System is defined as the volume of conveyance system pipe above that of a local or minimum pipe size.

Required LOS for Future Development. The Required LOS for Future Development is calculated by dividing the regional volume of all future new Conveyance Pipe or Regional Detention divided by the ERUs at buildout less the current ERUs.

System Improvements. System Improvements are regional improvements determined by the City to be impact fee reimbursable. Cities are not required to define all regional facilities as System Improvements but all System Improvements must be regional.

Volume LOS. The Volume LOS for both conveyance and detention is based on the volume of Regional Pipe or Regional Detention per ERU impervious area.

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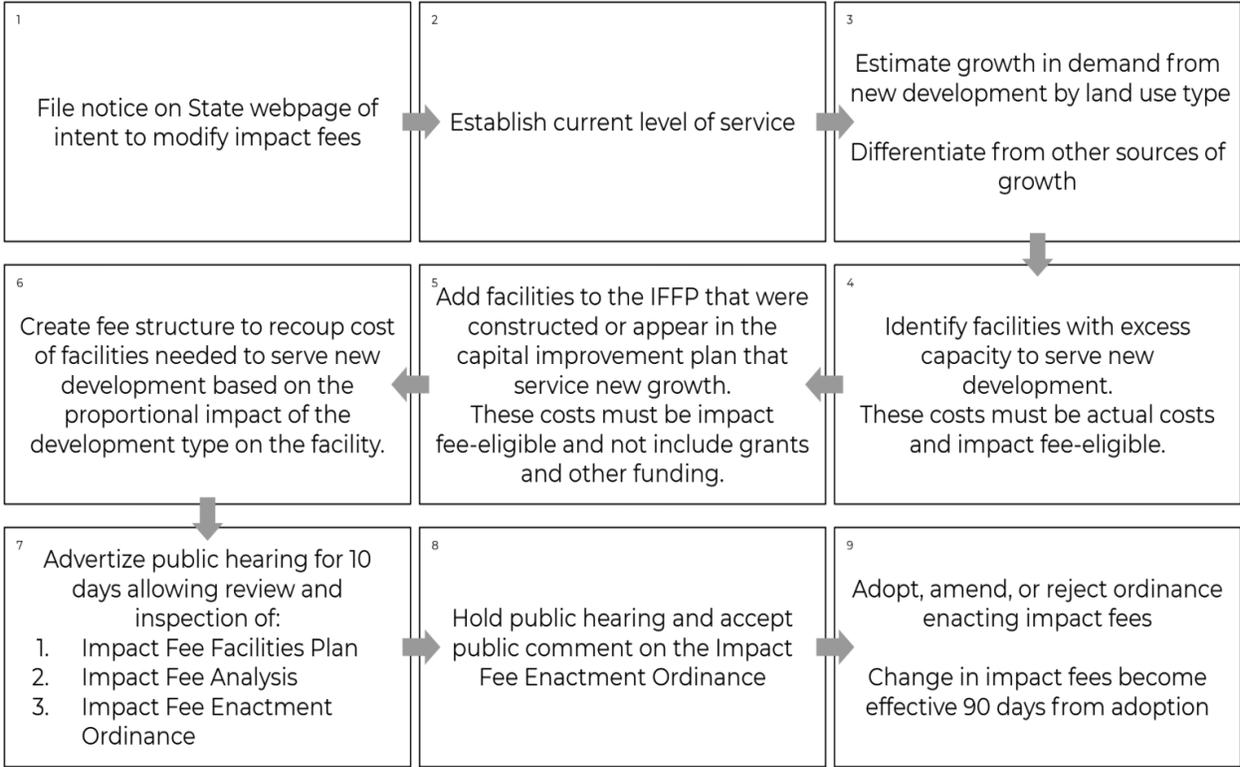
Figure A-2 Utah Public Notice WebsiteII

CHAPTER 1 – INTRODUCTION

IMPACT FEE ENACTMENT PROCESS

Figure 1-1 outlines the impact fee enactment process.

**Figure 1-1
Impact Fee Process**



NOTICES

In accordance with Utah Code section 11-36a-501 Notice of Intent to Prepare an Impact Fee Facilities Plan (IFFP) and 11-36a-503 Notice of Intent to Prepare an Impact Fee Analysis (IFA), Springville City (City) posted a notice of intent to prepare or amend an Impact Fee Facilities Plan and prepare an Impact Fee Analysis for the area within the City’s policy boundary. It was posted on the Utah Public Notice Website and the local City website. See Appendix A, Notices.

In accordance with Utah Code section 11-36a-502 Notice to Adopt or Amend an Impact Fee Facilities Plan and 11-36a-504 Notice of Intent to Adopt an Impact Fee Enactment, Springville City posted a notice of intent to prepare or amend an Impact Fee Facilities Plan and prepare an Impact Fee Analysis for the area within the City’s policy boundary. It was posted on the Utah Public Notice Website and the local City website. See Appendix A, Notices.

Utah Code 11-36a-401 requires that impact fees not go into effect until 90 days after the Enactment Date. These dates are found in Table 1-1. This table also includes the Data Year for

this IFA and the IFFP it is based on. The fiscal year the Base LOS was set and the Data Year it was based on are also included in Table 1-1.

**Table 1-1
Enactment and Study Dates**

Data Year	Enactment Date	Effective Date	Base LOS Fiscal Year	Base LOS Data Year
2024	1/20/2026	4/20/2026	FY2026	2024

EXECUTIVE SUMMARY

Hansen Allen and Luce, Inc (HAL) completed an IFFP for the City. This IFA is based on that IFFP. The impact fees calculated in this analysis have been developed in accordance with Section 11-36A-304 of the Utah Impact Fees Act.

The impact fee calculated in this IFA is a one-time fee charged to new development to pay for the cost of infrastructure to serve that development. It was developed to ensure that the cost of that infrastructure is fairly apportioned to the different types of anticipated development.

Service Area

The service area includes the existing City boundary, and future areas anticipated to be annexed into the City by the SDMP. Buildout refers to when, at projected growth rates, all vacant land in the SDMP boundaries would be developed. It assumes no future changes to the SDMP boundaries but will be updated with each future IFFP update according to the current City SDMP.

Level of Service

Table 1-2 summarizes the City storm drain LOS calculations as indicated in the IFFP.

**Table 1-2
Storm Drain Level of Service Unit Comparison**

Category	Base Year LOS	Existing LOS	Buildout LOS	Proposed LOS	% Impact Fee Reimbursable
Conveyance Design LOS Parameter	10-Year Storm	10-Year Storm	10-Year Storm	10-Year Storm	85.7%
Conveyance Volume LOS/ERU	24.4 cf	24.4 cf	26.4 cf	30.8 cf	
Detention Design LOS Parameter	25-Year Storm	25-Year Storm	25-Year Storm	25-Year Storm	100.0%
Detention Volume LOS/ERU	105.0 cf	105.0 cf	102.8 cf	97.7 cf	

Source: IFFP

If the Proposed LOS is higher than the Buildout LOS, then the % Impact Fee Reimbursable amount in Table 1-2 needs to be applied to future System Improvement costs to calculate what can be paid for with or reimbursed from impact fee funds. This ensures that impact fee funds do not pay to raise the LOS of existing residents. The IFFP costs of System Improvement projects or planning studies are based on actual costs for completed projects and present day cost estimates for future ones.

Impact Fee Credits

When the Proposed LOS is higher than the Buildout LOS, impact fee credits are applied so new residents do not pay twice for future costs to raise the Existing LOS with their impact fee and user rates. Table 1-3 shows the NPV credit calculations per ERU for the conveyance and detention components of the impact fee. Facility and planning components of the impact fee are based solely on cost per ERU so they do not have a credit.

**Table 1-3
Impact Fee Credits**

Conveyance System			
Year	Conveyance Credit per ERU	NPV	Maximum Fee after Credit
2026	\$9.56	\$129.71	\$1,941.09
2027	\$9.52	\$129.15	\$1,941.65
2028	\$9.48	\$128.62	\$1,942.18
2029	\$9.44	\$128.13	\$1,942.68
2030	\$9.41	\$127.66	\$1,943.14
2031	\$9.37	\$127.23	\$1,943.58
Detention Basins			
Year	Credit per ERU	NPV	Maximum Fee after Credit
2026	\$0.00	\$0.00	\$798.42
2027	\$0.00	\$0.00	\$798.42
2028	\$0.00	\$0.00	\$798.42
2029	\$0.00	\$0.00	\$798.42
2030	\$0.00	\$0.00	\$798.42
2031	\$0.00	\$0.00	\$798.42
Average Mortgage Interest Rate for the Data Year			6.24%

Source: IFFP, Federal Home Loan Mortgage Corporation

Maximum Allowable Impact Fee

Table 1-4 provides the maximum allowable impact fee for the storm drain system. Where appropriate, the maximum allowable fee is adjusted to reflect the proportional infrastructure needs of different lot size and land use types.

**Table 1-4
Maximum Allowable Storm Drain Impact Fee**

Item	Without Credits	With Credits
Conveyance Cost/ERU	\$2,070.80/ERU	\$1,941.09/ERU
Detention Cost/ERU	\$798.42/ERU	\$798.42/ERU
Misc Facilities Cost/ERU	\$0.00/ERU	\$0.00/ERU
Planning Cost/ERU	\$30.63/ERU	\$30.63/ERU
Maximum Allowable Impact Fee/ERU	\$2,899.85/ERU	\$2,770.14/ERU
ERU Residential Lot Size (acres)	0.207 acres	0.207 acres
Impervious Area % per ERU Single Family Unit	42.14%	42.14%
Impervious Area per ERU Single Family Unit (acres)	0.087 acres	0.087 acres
Impervious Area per ERU Single Family Unit (sq-ft)	3,800 sq-ft	3,800 sq-ft
Maximum Allowable Impact Fee/Impervious sq-ft	\$0.76/sq-ft	\$0.72/sq-ft

The proposed first year impact fee with credits for an ERU is identified in Table 1-5. It also includes the proposed cost change and percent increase per ERU.

**Table 1-5
Residential Storm Drain Impact Fee First Year Fee Schedule with Credit**

Maximum Allowable Impact Fee/ERU	\$2,770.14/ERU
Previous Impact Fee/ERU	\$2,808.28/ERU
Proposed Impact Fee/ERU	\$2,770.14/ERU
Difference	-\$38.14
% Change	-1.36%

The ERU Ratio for single-family home lot sizes is found in Table 1-6. This factor would be applied to the Proposed Impact Fee/ERU in Table 1-5 for the first year and Table 1-8 for subsequent years.

**Table 1-6
Single-Family Residential Lot Impervious Area Ranges**

Lot Size	Typical Impervious Area	% Impervious	ERC Ratio
2,000 sq-ft or less	1,700 sq-ft	85.0%	0.45
2,001-4,000 sq-ft	1,900 sq-ft	63.3%	0.50
4,001-6,000 sq-ft	2,650 sq-ft	53.0%	0.70
6,001-8,000 sq-ft	3,450 sq-ft	49.3%	0.91
8,001-10,000 sq-ft	3,800 sq-ft	42.2%	1.00
10,001-20,000 sq-ft	5,450 sq-ft	35.3%	1.43
Greater than 20,000 sq-ft	9,425 sq-ft	32.5%	2.48

Source: IFFP

The proposed first year impact fee for multi-family and non-residential development is identified in Table 1-7. It also illustrates the proposed cost change per acre of impervious surface to the current impact fee.

**Table 1-7
Multi-Family and Non-Residential Storm Drain Impact Fee Schedule**

Maximum Allowable Impact Fee/Impervious sq-ft	\$0.72/sq-ft
New Development Impervious Area/ERU Basis	3,800 sq-ft
Previous Impact Fee/Impervious sq-ft	\$0.67/sq-ft
New Development Impervious Area/ERU Basis	4,200 sq-ft
Proposed Impact Fee/Impervious sq-ft	\$0.72/sq-ft
New Development Impervious Area/ERU Basis	3,800 sq-ft
Difference	\$0.05
% Change	7.46%

Table 1-8 shows the proposed impact fees with credits for the next 6 years. These credits reduce slightly per year according to the NPV credit calculations in Table 1-3.

**Table 1-8
Total Impact Fee Schedules with Credits**

Year	Single Family Residential	Multi-Family & Non-Residential
2026	\$2,770.14/ERU	\$0.72/sq ft
2027	\$2,770.70/ERU	\$0.72/sq ft
2028	\$2,771.23/ERU	\$0.72/sq ft
2029	\$2,771.72/ERU	\$0.72/sq ft
2030	\$2,772.19/ERU	\$0.72/sq ft
2031	\$2,772.62/ERU	\$0.72/sq ft

The storm drain impact fee is charged at the time of building permit issuance. Storm drain impact fees are charged on a per-ERU basis. Per acre of impervious surface impact fee cost calculations are based on ERU impervious area. The Multi-Family and Non-Residential impact fee rates are rounded down to the nearest cent so it will not increase until it exceeds the next cent.

METHODOLOGY

There are four components of a storm drain impact fee:

1. Conveyance
2. Detention
3. Misc Facilities
4. Planning

The methodology for calculating the impact fee for each of these components is shown in the procedures below.

Conveyance

1. Establish Local Pipe Diameter. The City requires a minimum 15 inch diameter drainage pipe for local or Project Improvement drainage. The upsized volume of pipe larger than 15 inches in diameter is considered a System Improvement.

- 2. Define Regional Conveyance. The need for regional pipe primarily comes from the drainage of City streets. This drainage is undetained and has a short time of concentration. This large initial rush of this storm drain water requires pipes to be upsized from the minimum or local 15 inch pipe.
- 3. Define Service Area. Streets are regional facilities available for use by the general public. Since they are the overarching reason for needing regional capacity in the storm drain conveyance system, the whole city serves as a single service area for the storm drain impact fee.
- 4. Define ERU. The city has set the ERU for the storm drain impact fee by the average impervious area of a 0.207 acre single family lot residential lot. A multi-spectral image analysis was used to determine the average percent impervious for single family lots, see the IFFP.

ERU =

ERU New Lot Size x Percent Impervious

0.207 acres x 42.2%

0.0874 acres or 3,800 sq-ft

- 5. Define Conveyance LOS Parameter. LOS Parameters were set by standard practice in the SDMP. Conveyance facilities must be designed with capacity for a 10-year Design Storm.
- 6. Create Buildout System Plan. The buildout system plan map is created from the master plan. It includes all the conveyance facilities shown by the storm drain model to be needed at buildout to maintain the LOS Parameters defined in Procedure 5.
- 7. Determine Existing LOS. This is the regional volume of existing pipes divided by the current number of existing ERUs.

Existing LOS =

V(existing) / ERUs(existing)

1,008,161 cubic feet / 41,275 ERUs

24.4 cubic feet/ERU

- 8. Determine the Buildout Master Plan LOS. This is the regional volume of all the pipes at buildout divided by the number of ERUs at buildout.

Proposed Buildout LOS =

V(buildout) / ERUs(buildout)

1,571,666 cubic feet / 59,548 ERUs

26.4 cubic feet/ERU

9. Determine the Proposed LOS. This is the regional volume of all the future pipes to be added to the system by buildout divided by the number of ERUs at buildout less existing ERUs. This is the LOS needed to maintain the LOS Parameter in Procedure 5. It is therefore the Proposed LOS. If the Proposed LOS is higher than the Buildout LOS then the % Impact Fee Reimbursable amount in Table 1-2 needs to be applied to future System Improvement costs.

Proposed LOS =

$$V(\text{future pipes}) / [\text{ERUs}(\text{buildout}) - \text{ERUs}(\text{existing})]$$

$$563,506 \text{ cubic feet} / (59,754 \text{ ERUs} - 41,276 \text{ ERUs})$$

30.5 cubic feet/ERU

10. Determine Conveyance Cost per ERU. Only actual project costs or project costs based on current-day estimates are used in the IFFP. The IFFP uses these costs to calculate the conveyance cost per cubic foot. The product of this and Proposed LOS is the conveyance cost per ERU.

Conveyance Cost per ERU =

$$\text{Conveyance Cost per Cubic Foot} \times \text{Proposed LOS}$$

$$\$67.23 \text{ per cubic foot} \times 30.8 \text{ cubic feet per ERU}$$

\$2,071 per ERU

Any credits calculated in the IFA will be deducted from this cost.

When development requires a conveyance storm drain project with regional capacity the impact fee reimbursable portion of the project is calculated by the product of the upsize percentage and % Impact Fee Reimbursable. If the Buildout LOS is higher than the Proposed LOS then only the upsize percentage is used.

Impact Fee Reimbursable Percentage =

$$\text{Upsize Percentage} \times \% \text{ Impact Fee Reimbursable}$$

$$52.77\% \times 85.7\%$$

45.45%

Note: 52.77% is the upsize percent for a 36 inch pipe. See Table 2-1 for the upsize percentages for all regional pipe sizes. The Buildout LOS / Proposed LOS percentages is the % Impact Fee Reimbursable found in Table 2-3. If the Buildout LOS is greater than the Proposed LOS then the reimbursement percentage is 100% since the LOS for existing residents will not be increased with impact fee projects.

Detention

1. Define Regional Detention. The need for regional detention is largely because of drainage from City streets. Because of this, detention of storm drainage from City streets is considered regional.
2. Define Service Area. Streets are regional facilities available for use by the general public. This supports designating the City boundary as a single service area for the storm drain impact fee.
3. Define ERU. The ERU for detention is the same as conveyance.
4. Define Detention LOS Parameter. LOS parameters were set by standard practice in the SDMP. Detention basins must be designed with capacity for a 25-year Design Storm.
5. Create Buildout System Plan. The buildout system plan map is created from the master plan. It includes all the detention facilities shown by the storm drain model needed at buildout to maintain the LOS Parameters defined in Procedure 4.
6. Determine Existing LOS. This is the regional volume of existing pipes divided by the current number of existing ERUs.

Existing LOS =

$$V(\text{existing}) / \text{ERUs}(\text{existing})$$

$$4,334,220 \text{ cubic feet} / 41,276 \text{ ERUs}$$

105.0 cubic feet/ERU

7. Determine the Buildout Master Plan LOS. The proposed Buildout LOS is the regional volume of all the detention at buildout divided by the number of ERUs at buildout.

Proposed Buildout LOS =

$$V(\text{buildout}) / \text{ERUs}(\text{buildout})$$

$$6,120,180 \text{ cubic feet} / 59,548 \text{ ERUs}$$

102.8 cubic feet/ERU

8. Determine the Proposed LOS. This is the regional volume of all the future detention basins added to the system by buildout divided by the number of ERUs at buildout less existing ERUs. This is the LOS of needed to maintain the LOS Parameter in Procedure 4. It is therefore the Proposed LOS. If the Proposed LOS is higher than the Buildout LOS, then the % Impact Fee Reimbursable amount in Table 1-2 needs to be applied to future System Improvement costs.

Proposed LOS =

$$V(\text{future pipes}) / [\text{ERUs}(\text{buildout}) - \text{ERUs}(\text{existing})]$$

1,785,960 cubic feet / (59,548 ERUs – 41,276 ERUs)

97.7 cubic feet/ERU

- 9. Determine Conveyance Cost per ERU. Only actual project costs or project costs based on current-day estimates are used in the IFFP. The IFFP uses these costs to calculate the cost per cubic foot. The product of this and Proposed LOS is the conveyance cost per ERU.

Conveyance Cost per ERU =

Conveyance Cost per Cubic Foot x Proposed LOS

\$8.17 per cubic foot x 97.7 cubic feet per ERU

\$798 per ERU

When development requires a storm drain detention project with regional capacity the impact fee reimbursable portion of the project is calculated by the product of the upsize percentage and Buildout LOS / Proposed LOS. If the Buildout LOS is higher than the Proposed LOS then only the upsize percentage is used.

Impact Fee Reimbursable Percentage =

Buildout LOS / Proposed LOS

102.8 cubic feet per ERU / 97.7 cubic feet per ERU

100%

Note: If the Buildout LOS is greater than the Proposed LOS then the reimbursement percentage is 100% since the LOS for existing residents will not be increased with impact fee projects.

Misc Facilities

The cost per ERU for Misc Facilities are calculated based on the cost of the facility constructed for future growth divided by the ERU's it can service.

Planning

The planning costs for the previous 4 years and the anticipated planning costs for the next 6 years are divided by the increase of ERUs over that 10-year period.

CERTIFICATION

Hansen, Allen & Luce, Inc. certifies that the Impact Fee Analysis (IFA):

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
 - d. costs with grants or other alternate sources of payment; and
3. complies in each and every relevant respect with the Impact Fees Act.

HANSEN, ALLEN & LUCE, INC.

CHAPTER 2 – STORM DRAIN IMPACT FEE

SERVICE AREA

The service area defined in the IFFP includes the existing City boundary, and future areas the SDMP master planned to be annexed into the City.

UPSIZE PERCENTAGE

Table 2-1 contains the upsized percentages for System Improvement conveyance projects. They are calculated according to current day estimates for conveyance projects, dividing the cost difference of a regional conveyance pipe with appurtenances and local one by the cost of the regional. Since the costs are relative, it fairly applies to all project costs whether or not they are the same as the basis costs for the percentage calculations.

**Table 2-1
Storm Drain Pipe Upsize Percentage**

Pipe Size	Upsize Percentage
18" Storm Pipe	6.27%
20" Storm Pipe	10.15%
21" Storm Pipe	12.13%
24" Storm Pipe	19.53%
28" Storm Pipe	30.72%
30" Storm Pipe	35.23%
36" Storm Pipe	52.77%
42" Storm Pipe	59.08%
48" Storm Pipe	64.22%
54" Storm Pipe	70.24%
60" Storm Pipe	73.33%
66" Storm Pipe	75.98%
72" Storm Pipe	78.15%
Box Culvert	84.87%

IMPACT FEE FACILITIES PLAN

Table 2-2 identifies projects and planning studies with impact fee-eligible costs. All costs are based on actual costs or use present day cost estimates. There are 4 components to a storm drain impact fee: conveyance, detention, miscellaneous facilities, and planning. The fees charged for conveyance and detention are based on LOS. The fees charged for miscellaneous facilities and planning are based on future ERUs served. Table 2-2 calculates the costs per LOS unit. The IF% removes the Project Improvement costs and costs of projects used to solve existing deficiencies.

**Table 2-2
Storm Drain Impact Fee Facilities Plan**

Conveyance	Year	Total Cost	IF %	IF Cost	Total Volume	Cost/cf	Weighted Average
C30 - Spring Canyon	FY2025	\$885,245	56.40%	\$499,298	8,359 cf	\$105.90	\$67.23
1600 S UDOT Betterment	FY2026	\$2,458,178	26.81%	\$659,143	41,369 cf	\$59.42	
Detention	Year	Total Cost	IF %	IF Cost	Total Volume	Cost/cf	Weighted Average
1200 W and 400 S Basin	FY2023	\$815,404	100.00%	\$815,404	114,843 cf	\$7.10	\$8.17
Spring Canyon Basin	FY2025	\$85,186	100.00%	\$85,186	9,651 cf	\$8.83	
SUVPS 1600 S Basin	FY2026	\$1,238,123	100.00%	\$1,238,123	137,214 cf	\$9.02	
Misc Facilities	Year	Total Cost	IF %	IF Cost	Begin ERUs	End ERUs	ERUs Served
Planning	Year	Total Cost	IF %	IF Cost	Begin ERUs	ERUs in 6 Yrs	ERUs Served
Impact Fee Studies	FY2022	\$72,925	100.00%	\$72,925	22,720 ERUs	31,157 ERUs	8,437 ERUs
Master Plan Studies	FY2022	\$185,498	100.00%	\$185,498			

Note: Project and study costs based on actual costs or present day cost estimates.
Source: IFFP

LEVEL OF SERVICE

Table 2-3 has the LOS Parameters and LOS calculations for the City storm drain conveyance and detention systems as calculated in the IFFP. Both systems have Design and Volume LOS categories defined in the Definitions.

**Table 2-3
Storm Drain Level of Service Unit Comparison**

Category	Base Year LOS	Existing LOS	Buildout LOS	Proposed LOS	% Impact Fee Reimbursable
Conveyance Design LOS Parameter	10-Year Storm	10-Year Storm	10-Year Storm	10-Year Storm	85.7%
Conveyance Volume LOS/ERU	24.4 cf	24.4 cf	26.4 cf	30.8 cf	
Detention Design LOS Parameter	25-Year Storm	25-Year Storm	25-Year Storm	25-Year Storm	100.0%
Detention Volume LOS/ERU	105.0 cf	105.0 cf	102.8 cf	97.7 cf	

If the Proposed LOS is higher than the Buildout LOS, then the % Impact Fee Reimbursable amount in Table 2-3 needs to be applied to future System Improvement costs to calculate what can be paid for with or reimbursed from impact fee funds. This ensures that impact fee funds do not pay to raise the LOS of existing residents. The IFFP costs of System Improvement projects

or planning studies are based on actual costs for completed projects and present day cost estimates for future ones.

IMPACT FEE CREDITS

When the Proposed LOS is higher than the Buildout LOS impact fee credits are applied so new residents do not pay twice for future costs to raise the Existing LOS with their impact fee and user rates. Table 2-4 shows the NPV credit calculations per ERU for the conveyance and detention components of the impact fee. Facility and planning components of the impact fee are based solely on cost per ERU so they do not have a credit.

**Table 2-4
Impact Fee Credits**

Conveyance System			
Year	Conveyance Credit per ERU	NPV	Maximum Fee after Credit
2026	\$9.56	\$129.71	\$1,941.09
2027	\$9.52	\$129.15	\$1,941.65
2028	\$9.48	\$128.62	\$1,942.18
2029	\$9.44	\$128.13	\$1,942.68
2030	\$9.41	\$127.66	\$1,943.14
2031	\$9.37	\$127.23	\$1,943.58
Detention Basins			
Year	Credit per ERU	NPV	Maximum Fee after Credit
2026	\$0.00	\$0.00	\$798.42
2027	\$0.00	\$0.00	\$798.42
2028	\$0.00	\$0.00	\$798.42
2029	\$0.00	\$0.00	\$798.42
2030	\$0.00	\$0.00	\$798.42
2031	\$0.00	\$0.00	\$798.42
Average Mortgage Interest Rate for the Data Year			6.24%

Source: IFFP, Federal Home Loan Mortgage Corporation

The costs that new residents will pay in user rates to increase the Existing LOS to the Buildout LOS in Table 2-2 are divided over the years to buildout. All costs are converted to present day costs and deducted from the conveyance and detention components of the impact fee.

IMPACT FEE COMPONENTS

The impact fee per ERU for each component of a storm drain system is shown in Table 2-5.

**Table 2-5
Storm Drain Impact Fee Per ERU**

Type	Cost/cf	ERU LOS	Cost/ERU	Cost/ERU with Credit
Conveyance System	\$67.23	30.8 cf	\$2,070.80	\$1,941.09
Detention Basins	\$8.17	97.7 cf	\$798.42	\$798.42
Type	Cost	ERUs Served	Cost/ERU	Cost/ERU with Credit
Misc Facilities				
Planning	\$258,423	8,437 ERUs	\$30.63	\$30.63

MAXIMUM ALLOWABLE IMPACT FEE

Table 2-6 provides the maximum allowable impact fee for the storm drain system. It is calculated by adding the costs for each component in Table 2-5.

**Table 2-6
Maximum Allowable Storm Drain Impact Fee**

Item	Without Credits	With Credits
Conveyance Cost/ERU	\$2,070.80/ERU	\$1,941.09/ERU
Detention Cost/ERU	\$798.42/ERU	\$798.42/ERU
Misc Facilities Cost/ERU	\$0.00/ERU	\$0.00/ERU
Planning Cost/ERU	\$30.63/ERU	\$30.63/ERU
Maximum Allowable Impact Fee/ERU	\$2,899.85/ERU	\$2,770.14/ERU
ERU Residential Lot Size (acres)	0.207 acres	0.207 acres
Impervious Area % per ERU Single Family Unit	42.14%	42.14%
Impervious Area per ERU Single Family Unit (acres)	0.087 acres	0.087 acres
Impervious Area per ERU Single Family Unit (sq-ft)	3,800 sq-ft	3,800 sq-ft
Maximum Allowable Impact Fee/Impervious sq-ft	\$0.76/sq-ft	\$0.72/sq-ft

The proposed first year impact fee with credits for an ERU is identified in Table 2-7. It also includes the proposed cost change and percent increase per ERU.

**Table 2-7
Residential Storm Drain Impact Fee First Year Fee Schedule with Credit**

Maximum Allowable Impact Fee/ERU	\$2,770.14/ERU
Previous Impact Fee/ERU	\$2,808.28/ERU
Proposed Impact Fee/ERU	\$2,770.14/ERU
Difference	-\$38.14
% Change	-1.36%

The ERU Ratio for single-family home lot sizes is found in Table 1-6. This factor would be applied to the Proposed Impact Fee/ERU in Table 1-5 for the first and Table 1-8 for subsequent years.

**Table 2-8
Single-Family Residential Lot Impact Fee by Lot Size**

Lot Size	Typical Impervious Area	% Impervious	ERC Ratio	Impact Fee
2,000 sq-ft or less	1,700 sq-ft	85.0%	0.45	\$1,239.27
2,001-4,000 sq-ft	1,900 sq-ft	63.3%	0.50	\$1,385.07
4,001-6,000 sq-ft	2,650 sq-ft	53.0%	0.70	\$1,931.81
6,001-8,000 sq-ft	3,450 sq-ft	49.3%	0.91	\$2,515.00
8,001-10,000 sq-ft	3,800 sq-ft	42.2%	1.00	\$2,770.14
10,001-20,000 sq-ft	5,450 sq-ft	35.3%	1.43	\$3,972.96
Greater than 20,000 sq-ft	9,425 sq-ft	32.5%	2.48	\$6,870.68

Source: IFFP

The proposed first year impact fee for multi-family and non-residential development is identified in Table 2-9. It also illustrates the proposed cost change per acre of impervious surface to the current impact fee.

**Table 2-9
Multi-Family and Non-Residential Storm Drain Impact Fee Schedule**

Maximum Allowable Impact Fee/Impervious sq-ft	\$0.72/sq-ft
New Development Impervious Area/ERU Basis	3,800 sq-ft
Previous Impact Fee/Impervious sq-ft	\$0.67/sq-ft
New Development Impervious Area/ERU Basis	4,200 sq-ft
Proposed Impact Fee/Impervious sq-ft	\$0.72/sq-ft
New Development Impervious Area/ERU Basis	3,800 sq-ft
Difference	\$0.05
% Change	7.46%

Table 2-10 shows the proposed impact fees with credits for the next 6 years. These credits reduce slightly per year according to the NPV credit calculations in Table 2-4.

**Table 2-10
Total Impact Fee Schedules with Credits**

Year	Single Family Residential	Multi-Family & Non-Residential
2026	\$2,770.14/ERU	\$0.72/sq ft
2027	\$2,770.70/ERU	\$0.72/sq ft
2028	\$2,771.23/ERU	\$0.72/sq ft
2029	\$2,771.72/ERU	\$0.72/sq ft
2030	\$2,772.19/ERU	\$0.72/sq ft
2031	\$2,772.62/ERU	\$0.72/sq ft

The storm drain impact fee is charged at the time of building permit issuance. Storm drain impact fees are charged on a per-ERU basis. Per acre of impervious surface impact fee cost calculations are based on ERU impervious area.

CHAPTER 3 – ADOPTION, ACCOUNTING, EXPENDITURE, AND REFUNDS

ADOPTION

The Utah Impact Fees Act requires the preparation of an IFFP, impact fee analysis and impact fee enactment prior to adoption of an ordinance adopting or amending impact fees. The IFFP for storm drain was prepared to identify existing excess capacity, existing deficiencies, Existing LOS, Proposed LOS and newly constructed facilities that were required to serve new development in the City.

The written impact fee analysis, using the analysis from the IFFP, identifies the impacts placed on facilities by development activity and how the impacts are related to new development. The analysis also calculates the roughly proportional share of costs of each facility identified in the IFFP attributable to new development and establishes the relative benefit each group will receive from the improvement. The analysis also includes an executive summary of the impact fee analysis providing a brief overview of the impact fee structure, methodology and cost basis used.

The impact fee enactment must be adopted by the City Council to enact the proposed fees. The ordinance may not impose a fee higher than the maximum legal fee defined in the written analysis, but may adopt a fee that is lower than the maximum fee. In addition, the ordinance must:

- establish one or more service areas
- include a schedule of the impact fees or the formula by which the fee is derived
- include provisions allowing the City to adjust or modify the fee to take into account any changes or unusual circumstances to ensure that the fee is administered fairly
- include provisions to adjust the fee if independent research or studies determine that it should be different
- include a provision allowing charter and public schools to request the inclusion of facilities on the IFFP and in the calculation of the impact fee

By Utah Code 11-36a-504, the Ordinance may be adopted following a ten (10) day notice period and public hearing. Copies of the proposed Ordinance, written IFFP and Impact Fee Analysis must be made available to the public during the 10-day notice period for public review and inspection in designated public places including the City offices and any public libraries within the jurisdiction. A public hearing shall be held at the end of the 10-day notice period, at which point the Council may adopt, amend and adopt, or reject the Impact Fee Ordinance and proposed fee schedule.

ACCOUNTING

The Impact Fees Act requires that any entity imposing impact fees establish an interest bearing ledger account for each type of public facility for which an impact fee is collected. All impact fee receipts must be deposited into the appropriate account. Any interest earned in each account must remain in the corresponding account. At the end of each fiscal year, the City must prepare a report on each fund or account showing the source and amount of all monies collected, earned, and received by each account and each expenditure made from each account.

EXPENDITURE

The City may only expend impact fees for System Improvements identified in the IFFP. All funds collected must be spent or encumbered within six years of collection or the City must provide an extraordinary or compelling reason why the fees must be held longer and provide an ultimate date by which the impact fees collected will be expended. Any fees retained beyond the six years without an extraordinary or compelling reason must be refunded. The improvements financed by impact fees must be owned and operated by the City or another local public entity with which the City has contracted or will contract for services and improvements that will be operated on the City's behalf.

REFUNDS

By Utah Code 11-36a-603, the City is required to refund any impact fees collected, plus interest earned since collection if:

1. A developer who has paid impact fees does not proceed with the development and has filed a written request for a refund,
2. The fees have not been spent or encumbered within six years, or
3. The new development which has paid impact fees has not created an impact upon the system.

APPENDICES

APPENDIX A - NOTICE OF INTENT TO AMEND THE STORM DRAIN IFFP AND IFA

**Figure A-1
City Website**

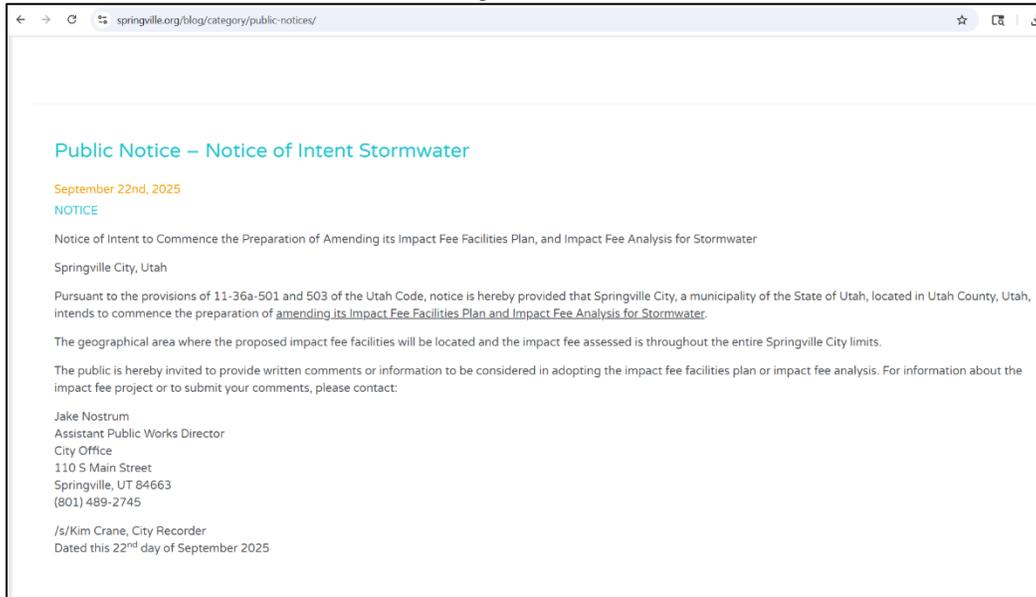
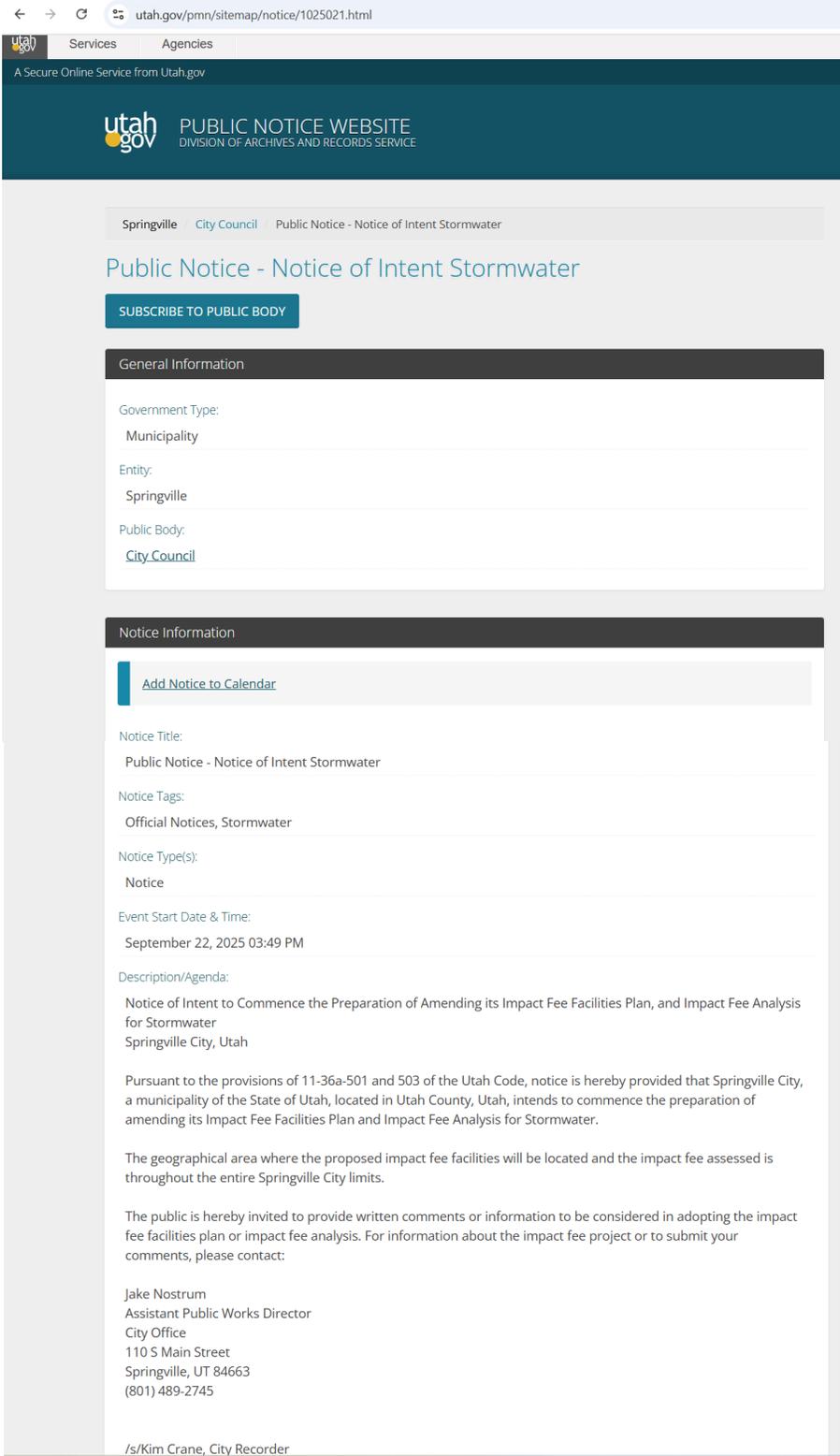


Figure A-2
Utah Public Notice Website



Dated this 22nd day of September 2025

Notice of Special Accommodations (ADA):

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.

Notice of Electronic or Telephone Participation:

Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207 and Springville City Code 2-4-102(4)

Other Information:

This meeting was noticed in compliance with Utah Code 52-4-202. Copies of the agenda were posted at the Civic Center on the City website at www.springville.org/agendasminutes, and delivered to the Mayor, City Council members, City Attorney, required news

Meeting Information

Meeting Location:

110 South Main Street
Springville, UT 84663

[Show in Apple Maps](#) [Show in Google Maps](#)

Contact Name:

Kimberly Crane

Contact Email:

kcrane@springville.org

Contact Phone:

(801)491-2727

APPENDIX B - NOTICE TO ADOPT OR AMEND AN IFFP AND IF ENACTMENT



STAFF REPORT

DATE: March 3, 2026

TO: Honorable Mayor and City Council

FROM: Tyler Lowe, Water Reclamation Facility Superintendent

SUBJECT: **ADOPTION OF THE WATER RECLAMATION FACILITY IMPACT FEE FACILITIES PLAN, WATER RECLAMATION FACILITY IMPACT FEE ANALYSIS AND WATER RECLAMATION FACILITY IMPACT FEE ORDINANCE #XX-2026**

RECOMMENDED MOTION

Motion to adopt the 2025 Springville City Water Reclamation Facility Impact Fee Facilities Plan and Impact Fee Analysis, update prepared by Aqua Engineering and adopt Ordinance No. [Ordinance No.] enacting the Water Reclamation Facility Impact Fee.

EXECUTIVE SUMMARY

Springville City (City) retained Aqua Engineering to prepare the Water Reclamation Facility (WRF) Impact Fee Facility Plan (IFFP) and Water Reclamation Facility Impact Fee Analysis (IFA).

Aqua Engineering and City staff worked closely together and recently completed a draft final IFFP, and IFA. The IFFP and IFA were presented to the Utility Board on November 19, 2025, to the Planning Commission on December 9, 2025, and the City Council during the work session on February 17, 2026.

The Utility Board and Planning Commission have recommended that the City charge the maximum allowable Impact Fee.

The 2025 projected growth and increased demand for wastewater services are crucial for annual updates. The IFFP offers guidance to maintain regulatory compliance, accommodate anticipated loading/growth, and plan projects accordingly.

The IFA calculates impact fees to cover proportional costs associated with existing plant capacity and the capacity expansion required for new development.

Adoption of the associated Impact Fee Ordinance ensures equitable cost distribution by requiring new development to pay a proportional share of capacity-expansion costs, in line with state guidelines for impact fee implementation.

Water Reclamation Facility Impact Fee Adoption
March 3, 2026



The maximum allowable WRF impact fee was calculated to be \$1,714.34 per ERU. City Staff recommends adopting the maximum allowable WRF impact fee.

FOCUS OF ACTION

The purpose of this action is as follows:

- Adoption of the WRF Impact Fee Facility Plan and Impact Fee Analysis to establish a financial framework for growth-driven infrastructure improvements.
- Adoption of the 2025 Water Reclamation Facility Impact Fee Ordinance as the basis for wastewater treatment impact fees.

BACKGROUND

Every five years to seven years, Springville City Public Works has committed to updating master plans for the utilities and annual updates to IFFP and IFA throughout the City.

The City currently operates at an average daily flow of 3.6 MGD (million gallons per day) and is rated as 6.6 MGD, with a peak flow capacity of 9.3 MGD. Growth projections estimate that by 2043, Springville City will experience daily flows approaching 6.4 MGD, which the existing plant will be able to handle with some operational/maintenance projects but will need to increase capacity to meet peak day demand.

Springville City retained Aqua Engineering (Aqua) to create the City's Water Reclamation Facility Impact Fee Facility Plan and Water Reclamation Facility Impact Fee Analysis.

Aqua and City staff have worked closely together to update IFFP Aqua used the projects and costs identified in the IFFP to update IFA. The IFFP and IFA were presented to the Utility Board on November 12, 2025, to the Planning Commission on December 09, 2025, and to the City Council during a work session on February 17th, 2026.

DISCUSSION

The Impact Fee Facility Plan and Impact Fee Analysis establish a funding strategy that allocates expansion costs equitably to new developments to support infrastructure improvements.

These documents, taken together, ensure that the WRF can support the community's needs over the coming decade. These documents, along with the enacting ordinance, are presented for approval with this report. A description of the purpose/objective and key points of each are detailed below:



1. Impact Fee Facility Plan and Impact Fee Analysis

- **Objective:** Establish a financial structure to manage costs related to WRF capacity expansion necessitated by growth.
- **Impact Fees:** The IFFP and IFA calculate impact fees based on equivalent residential unit (ERU) demands, setting fair rates for new developments to fund future infrastructure upgrades and ensuring current users are not financially overburdened.
 - The proposed Water Reclamation Facility Impact Fee Ordinance establishes an impact fee of \$1,714.34 per ERU for 2026, subject to annual adjustments, based on key findings:
 - **Growth and Capacity Needs:** The system’s capacity must expand to meet the projected addition of 3,508 ERUs from 2023 to 2033. Currently, the wastewater system has excess capacity available for new development. This excess capacity is included in the buy-in component of the impact fee.
 - **Fee Structure:** The total impact fee is derived from costs related to:
 - Buy-in to the system’s excess capacity,
 - New capital construction projects, and
 - Proportional interest costs and consultant fees.
 - An explanation of the impact fee calculation from the IFA is shown below:

Table 3-3: Impact fee calculation summary.

Total WRF Impact Fee Summary		
Fee Source	Fee Amount	
	to 2030*	Post 2030
Past Projects	\$ 1,457.35	\$ 1,035.75
New Projects	\$ 232.06	\$ 232.06
Planning	\$ 24.93	\$ 24.93
Total Impact Fee	\$ 1,714.34	\$ 1,292.74

* Remaining 1,480 ERUs on original 22,000 ERU facility are expected to be connected by 2030.

The above impact fee calculations are more fully described in the IFA, particularly on pages 14 and 15.



One ERU shall be equivalent to a one-inch (1”) water meter size. As water meter sizes increase, the impact fee amount shall also increase. The chart below shows how impact fees increase with larger meter sizes.

Impact Fee Based on Water Meter Size

Water Meter Size	ERU	2025 Impact Fee
¾" or 1"	1.00	\$1714.34
1 ½"	3.33	\$5,708.75
2"	5.33	\$9,137.43

For other sizes of meter, or when the values listed above may not lead to an equitable result, the impact fee may alternatively be calculated based on anticipated peak day water consumption gallons per day as follows:

$$\text{Impact fee} = (\text{water consumption, gpd}) / (250 \text{ gpd/ERU}) * (\text{Impact Fee per ERU})$$

2. Water Reclamation Facility Impact Fee Ordinance

- **Purpose:** This ordinance establishes the fee and formalizes the collection of impact fees, aligning with state statutes on impact fee requirements. It enables the city to collect fees proportionally from new developments, reducing the financial strain on existing residents and ensuring that growth-related demands are funded by those who directly benefit.

ALTERNATIVES

Staff recommends that the Council carefully consider the methodology involved in completing the WRF IFFP and IFA. The maximum defensible impact fee amount presented in this report represents the highest amount that can be legally charged per equivalent residential connection (ERU) for new development. The Council can set the actual Wastewater Impact Fee at any amount less than the maximum defensible amount. Below are 2 alternatives/options for approval:

1. **Approve the WRF IFFP, IFA and Impact Fee Ordinance:** Recommended option that aligns impact fees with growth needs and Utah’s Impact Fees Act.
2. **Approve the IFA and Ordinance with Amendments:** Council may recommend adjustments to the IFA or Ordinance before approval. The Council may decide to NOT charge the maximum defensible fee and only approve a reduced amount. Without the full impact fee amounts, the City would need to rely on rate increases or other funding



sources to finance infrastructure expansion, which would place a burden on existing ratepayers.

3. Deny Approval of the WRF IFFP, IFA and Ordinance: Without impact fees, the City would need to rely on rate increases or other funding sources to finance infrastructure expansion, which would place a burden on existing ratepayers

City Staff recommend the maximum allowable impact fee per ERU per year (as described above) be adopted.

FISCAL IMPACT

Adoption of this plan and ordinance ensures fiscal responsibility, equitable funding, and a strategic approach to wastewater treatment that aligns with Springville City's long-term growth. The phased upgrades in the WRF Master Plan and IFFP estimate a total cost of approximately \$13 million for Phase 1 (Immediate and Near-Term) projects and \$28 million for Phase 2 (Long-Term) projects.

Adopting the IFFP, IFA and Impact Fee Ordinance will enable Springville City to recover the costs of wastewater infrastructure expansion from new development rather than through user rate increases. The impact fee revenue will fund an estimated \$1,714,038 in growth-related capital improvements over the next decade, helping offset the fiscal burden on the City's existing budget and ratepayers.

City Staff recommends the adoption of the maximum allowable WRF Impact Fee per ERU per year

Combining the maximum allowable Wastewater Reclamation Facility Impact Fee of \$1,714.34 with the maximum allowable Wastewater Collection Impact Fee of \$1,423, we get a combined total Wastewater Impact Fee of \$3,137.34.

STAFF RECOMMENDATION:

Staff recommendations:

- Approval of the proposed 2025 Water Reclamation Facility Impact Fee Facility Plan and Impact Fee Analysis.
- Adoption of the maximum allowable Water Reclamation Facility Impact Fee of \$1,714.34 per ERU.

Respectfully,
Tyler Lowe, Water Reclamation Facility Superintendent

Water Reclamation Facility Impact Fee Adoption
March 3, 2026



Exhibit A -WRF IFFP and IFA

ORDINANCE #XX-2026

AN ORDINANCE ADOPTING THE SPRINGVILLE WATER RECLAMATION FACILITY IMPACT FEE FACILITY PLAN AND IMPACT FEE ANALYSIS AND ENACTING WATER RECLAMATION FACILITY IMPACT FEES.

WHEREAS, Springville City (the “City”) has legal authority pursuant to Title 11, Chapter 36a of the Utah Code known as the “Impact Fee Act” (hereinafter the “Act”) to impose development impact fees as a condition of development approval, which impact fees are used to defray capital infrastructure costs attributable to new development activity; and

WHEREAS, Springville City has historically assessed impact fees as a condition of development approval to appropriately assign capital infrastructure costs to development in an equitable and proportionate manner; and

WHEREAS, Springville City historically referred to Water Reclamation Facility (WRF) as Waste Water Treatment Plant (WWTP) and Publicly Owned Treatment Works (POTW) and considers these terms interchangeable as they apply to the Master Plan, the IFFP, the IFP, and the Impact Fee; and

WHEREAS, in 2024, Aqua Engineering prepared the “Springville Water Reclamation Facility Master Plan and Impact Fee Facility,” and Zions Public Finance prepared the “Water Reclamation Facility Impact Fee Analysis” (collectively referred herein as the 2024 WRF Impact Fee Documents); and

WHEREAS, based on 2024 WRF Impact Fee Documents, Springville City enacted Water Reclamation Facility Impact Fees; and

WHEREAS, on September 22, 2025, pursuant to the Act, Springville City properly noticed its intent to update the 2024 WRF Impact Fee Documents, which included updating the IFFP, IFA, and impact fees; and

WHEREAS, Springville City has reviewed, evaluated, and desires to continue with the City’s wastewater collection system service area for the water reclamation facility, which consists of the entire area within the Springville City municipal boundary; and

WHEREAS, pursuant to the requirements of Sections 11-36a-301 through 304 of the Act, Aqua Engineering has prepared an update to the 2024 WRF Impact Fee Documents, entitled “Springville City, Utah, Water Reclamation Facility the IFFP and the IFA Update,” dated November

2025 (the “2025 IFFP and IFA”), attached as Exhibit A, which Aqua Engineering has properly certified pursuant to the requirements of Section 11-36a-306 of the Act; and

WHEREAS, AQUA Engineering has also calculated for enactment the Impact Fees as set forth in the 2025 IFFP and IFA and pursuant to the requirements of Sections 11-36a-305 of the Act; and

WHEREAS, on December 09, 2025, the Springville Planning Commission held a properly noticed public hearing regarding the 2025 IFFP and IFA, and recommended approving the document to the City Council; and

WHEREAS, on February 20, 2026, pursuant to Section 11-36a-502 of the Act, a full copy of the 2025 IFFP and IFA and this Ordinance, along with an executive summary of the 2025 IFFP and IFA that was designed to be understood by a lay person, were made available to the public at the Springville City Public Library, posted on the City’s Website, and the Public Notice Website; and

WHEREAS, on March 3, 2026, the Springville City Council held a public hearing regarding the 2025 IFFP and IFA and this Ordinance; and

WHEREAS, the Springville City Council does now desire to hereby approve and adopt the 2025 IFFP and IFA and formally enact a Water Reclamation Facility Impact Fee pursuant thereto and pursuant to the requirements of Sections 11-36a-401 through 11-36a-403 of the Act.

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

SECTION 1: Adoption.

The 2025 IFFP and IFA attached as Exhibit A is hereby approved, adopted, and incorporated as part of this Ordinance. The water reclamation facility impact fees (the “Impact Fees”) as set forth in the 2025 IFFP and IFA are hereby approved and adopted, and at the time the Impact Fees become effective pursuant to this Ordinance, the Impact Fees will replace all previously adopted water reclamation facility impact fees.

SECTION 2: Service Area.

The service area established in the 2025 IFFP and IFA for which the Impact Fees are established, adopted, and imposed is the entirety of the area within Springville City’s municipal boundaries (the “Service Area”). The Service Area is established based upon sound planning and engineering principles for the City’s wastewater system services.

SECTION 3: Level of Service.

The proposed level of service provided by the City's Water Reclamation Facility (WRF) shall be adopted as described in the 2025 IFFP and IFA. The level of service is described on page 9 of the 2025 IFFP and IFA, as follows:

2.1 ERUs and Existing Level of Service

The 2024 Master Plan established the following criteria for a single ERU:

- 250 gallons per day (same as the sewer collection IFFP)
- 0.46 lbs. BOD/day (at 0.20 lbs. BOD/day per person)
- 0.35 lbs. TSS/day (at 0.156 lbs. TSS /day per person)
- 0.072 lbs. TKN/day (at an influent concentration of 45 mg/L)
- 0.013 lbs. Phosphorus/day (at an influent concentration of 6.5 mg/L)

The service level is more particularly defined in the WRF Master Plan and the 2025 IFFP and IFA. The service level on which the Impact Fee is collected has not changed.

SECTION 4: Impact Fee Analysis and Impact Fee Calculations.

As found in the 2025 IFFP and IFA, the Impact Fee calculation is based on the following:

1. Elements.

In calculating the Impact Fee, the City has included those costs allowed, including, without limitation, debt service, if any, that are found under Section 11-36a-305 of the Act.

2. Proportionate Share Analysis.

Included within the IFA is a proportionate share analysis as required by Section 11-36a-304 of the Act.

3. Impact Fee Calculation.

The total WRF Impact Fee is calculated by combining the buy-in costs, proportionate future project costs, and planning/consulting costs (see pp. 10-14 of the IFFP and IFA). Note that after the capacity of the initial WRF is met (at 22,000 residential ERUs), impact fees for that item should no longer be collected.

Table 3-3: Impact fee calculation summary for Single ¾" and 1" ERU Connections

Total WRF Impact Fee Summary		
Fee Source	Fee Amount	
	to 2030*	Post 2030
Past Projects	\$ 1,457.35	\$ 1,035.75
New Projects	\$ 232.06	\$ 232.06
Planning	\$ 24.93	\$ 24.93
Total Impact Fee	\$ 1,714.34	\$ 1,292.74

* Remaining 1,480 ERUs on original 22,000 ERU facility are expected to be connected by 2030.

The Impact Fee calculations above are more fully described in the 2025 IFFP and IFA, particularly on pages 14 and 15.

One ERU shall be equivalent to a ¾-inch and one-inch (1") water meter size. As water meter sizes increase, the Impact Fee amount shall also increase. The chart below shows how this increase in the Impact Fee increases with increased meter sizes.

Table 3-4: Impact fee summary for common drinking water meter sizes.

Impact Fee Based on Water Meter Size			
Meter Size	ERU Basis	Fee Amount	
		to 2030*	Post 2030
¾" or 1"	1	\$ 1,714.34	\$ 1,292.74
1-1/2"	3.33	\$ 5,708.75	\$ 4,304.82
2"	5.33	\$ 9,137.43	\$ 6,890.30

For other sizes of meter, or when the values listed above may not lead to an equitable result, the impact fee may alternatively be calculated based on anticipated peak day water consumption gallons per day as follows:

$$\text{Impact fee} = (\text{water consumption, gpd}) / (250 \text{ gpd/ERC}) * (\text{Impact Fee per ERC})$$

4. Non-standard Impact Fees. The City reserves the right under the Act to assess an adjusted WRF impact fee that more closely matches the true impact that the land use will have upon the WRF system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category.
5. Impact Fee Adjustments.
 - a. The City Council is authorized to adjust the standard fee at the time the fee is charged to:

- i. respond to:
 - 1. unusual circumstances in specific cases; or
 - 2. a request for a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school, and an offset or credit for a public facility for which an impact fee has or will be collected, and
 - ii. ensure that the impact fees are imposed fairly.
 - b. The impact fee may be adjusted for a particular development based on studies or data provided by a developer after review through the City's process.
- 6. Credits and Reimbursements.
 - a. A developer, including a school district or a charter school, shall receive a credit against or proportionate reimbursement of an impact fee from the City if the developer:
 - i. dedicates land for a system improvement,
 - ii. builds and dedicates some or all of a system improvement, or
 - iii. dedicates a public facility that the City and the developer agree will reduce the need for a system improvement.
 - b. The City shall require a credit against the impact fee for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:
 - i. are system improvements, or
 - ii. A. are dedicated to the public, and
 - B. offset the need for an identified system improvement.

SECTION 5: Assessment.

The Water Reclamation Facility Impact Fee shall be charged for all new service connections where no existing water service has been provided by the City or whenever a customer desires to increase the size of an existing water service. In the latter instance, the impact fee shall be based on the difference in service capacity between the new and existing service. The impact fee shall be charged throughout the Service Area for all classes of service.

SECTION 6: Expenditure of Impact Fees.

The City may extend impact fees only for a system improvement identified in the IFFP and for the specific public facility type for which the fee was collected. Impact fees will be expended on a first-in-first-out basis. Impact fees collected pursuant to this Ordinance shall be expended or encumbered

for a permissible use within six (6) years of their receipt. The City may hold the fees for longer than six (6) years if it identifies, in writing, an extraordinary and compelling reason why the fees should be held longer than six (6) years and an absolute date by which the fees will be expended.

SECTION 7: Refunds.

The City shall refund any impact fee paid by a developer, plus interest earned, when:

1. the developer does not proceed with the development activity and has filed a written request for a refund;
2. the fee has not been spent or encumbered; and
3. no impact has resulted.

An impact that would preclude a developer from a refund from the City may include any impact reasonably identified by the City, including but not limited to, the City having sized facilities and/or paid for, installed and/or caused the installation of facilities based, in whole or in part, upon the developer's planned development activity even though that capacity may, at some future time, be utilized by another development.

SECTION 8: Impact Fee Challenges.

A person or entity that has standing to challenge an impact fee may appeal the impact fee pursuant to Title 14, Chapter 5 of the Springville City Code. The procedures and time limitations for challenging an impact fee, including procedures for mediation and/or arbitration, shall be as set forth in Sections 11-36a-702 through 705 of the Act. The applicable remedies for an impact fee challenge shall be limited to those set forth in Section 11-36a-701 of the Act.

SECTION 9: Accounting of Impact Fees.

The City shall follow all of the accounting and reporting requirements found in Section 11-36a-601 of the Act.

SECTION 10: Severability.

If any portion or provision of this Ordinance shall be declared invalid for any reason, such decision shall not affect the remaining portions of this Ordinance that shall remain in full force and effect. For this purpose, the provisions of this Enactment are declared to be severable.

SECTION 11: Effective Date.

This Ordinance will become effective 90 days after its approval.

ADOPTED by the City Council of Springville, Utah, this 17th day of March 2026.

SPRINGVILLE CITY

Matt Packard, Mayor

ATTEST:

Kim Crane, City Recorder

Exhibit A - WRF IFFP and IFA



**SPRINGVILLE CITY, UTAH
WATER RECLAMATION FACILITY**

**IFFP & IFA
UPDATE**

NOVEMBER 2025

Published by:



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EXECUTIVE SUMMARY

An Impact Fee Facility Plan (IFFP) was published in October of 2024 as part of the Springville Water Reclamation Facility Master Plan (AQUA, 2024). Since then, the City has made a goal to regularly update impact fees to more accurately reflect planned (and actual) costs of eligible projects. Costs can change for many reasons including modifications to required project scopes; inflation; tariffs; and impacts on the local economy such as material costs, labor shortages/wages. This IFFP update reflects revised cost projections for impact fee eligible projects that are planned over the next 5-10 years and updates impact fees for projects projected to be completed within the next 6 years.

The existing and future capacity of the WRF and the impact each project has on capacity are quantified in terms of *equivalent residential units* (ERUs). A single ERU represents the average wastewater flow and constituent loading (such as solids and ammonia) from a typical single-family dwelling in the service area. The design basis for an ERU established in the 2024 Master Plan and used herein is 250 gallons per day (gpd) per ERU. This value is consistent with the sewer collection system IFFP (HAL, 2024). Impact fees are calculated based on the proportion of new versus existing ERUs that the project will serve.

The WRF will serve an estimated 20,520 ERUs by the end of 2025, including 3,400 ERUs dedicated to the Nestle/Stouffers (Nestle) industrial connection, and 17,120 residential, commercial, and other user/industrial ERUs. Connections are anticipated to increase by approximately 1,800 ERUs over the next 5 years, and by over 3,000 by 2035. Current and future users are compared against the available capacity of the WRF to establish remaining buy-in costs of past improvements and identify projects where additional capacity is needed to accommodate new connections. Impact fees are established from the remaining buy-in costs of past improvements as well as planned projects that increase capacity for new connections. Improvements that solely replace or improve aging infrastructure and equipment, or change the overall quality of treated water (known as the level of service) are generally *not* eligible for impact fees. A summary of the revised, estimated impact fee is provided in Table ES-1.

Table ES-1: WRF Impact Fee Summary.

Total WRF Impact Fee Summary		
Fee Source	Fee Amount	
	to 2030*	Post 2030
Past Projects	\$ 1,457.35	\$ 1,035.75
New Projects	\$ 232.06	\$ 232.06
Planning	\$ 24.93	\$ 24.93
Total Impact Fee	\$ 1,714.34	\$ 1,292.74

* Remaining 1,480 ERUs from the original 22,000 ERU facility are expected to be connected by 2030.

This IFFP only discusses impact fees for projects associated with the WRF. Sewer collections impact fees are addressed in a separate analysis published by Hansen Allen & Luce (HAL, 2024). Other projects recommended for the WRF that are not impact fee eligible are detailed in the 2024 WRF Master Plan.

CHAPTER 1 - INTRODUCTION

1.1 Background

The Springville Water Reclamation Facility (WRF) uses a series of mechanical and biological processes to treat wastewater to an acceptable standard permitted by the State of Utah Department of Water Quality. The facility is located at 700 North and 500 West in Springville City, Utah County, Utah (Figure 1-1). The facility incorporates mechanical bar screens, grit removal, primary clarifiers, trickling filters, aeration basins, secondary clarifiers, chemical addition (for phosphorous removal), sand filters, UV disinfection, anaerobic digestion, solids dewatering, and composting to treat wastewater and biosolids. Influent from the Nestle-Stouffers industrial connection is pre-treated with screens, a dissolved air floatation (DAF) process, and a roughing tower prior to mixing with main collection system wastewater ahead of the trickling filters. A plan of the existing WRF is provided in Figure 1-2.

Improvements at the WRF are funded with user fees collected from existing connections and impact fees from new connections. This IFFP update reviews the remaining capacity of the WRF against original installation costs along with proposed improvements that increase the capacity of the facility to calculate the appropriate impact fee for new connections.

1.2 Purpose

The City recognizes that the needs of the WRF and construction costs to address those needs can change. Project priorities and timelines must adjust as circumstances and issues occur, and costs must be frequently reviewed to adjust for more volatile market conditions. Accordingly, the City intends to regularly review and update the IFFP to ensure that impact fees reflect realistic costs and provide fair compensation to the City and existing users. This update reviews impact fee eligible projects to identify the portions of projects that will serve future users. Frequent review and updates of the IFFP will ensure that the City is collecting fair and accurate impact fees from new connections in compliance with the Utah Impact Fee Act. In other words, impact fees must accurately reflect the impact that new connections will have on the available capacity of the WRF.

1.3 WRF Master Plan

Impact fee eligible projects represent only a portion of the upgrades and improvements recommended in the 2024 Master Plan. Many projects identified therein are not deemed impact fee eligible as their purpose is to replace or rehabilitate existing structures/equipment that are aging and are beyond their reliable service life. Projects for which impact fees are appropriate must increase the capacity of the plant (either hydraulically or biologically) to accommodate additional ERUs. The need for these projects is discussed briefly in this document; more detail is available in the 2024 Master Plan. Impact fees are also collected for the proportional cost of the past improvements which new connections will be utilizing.

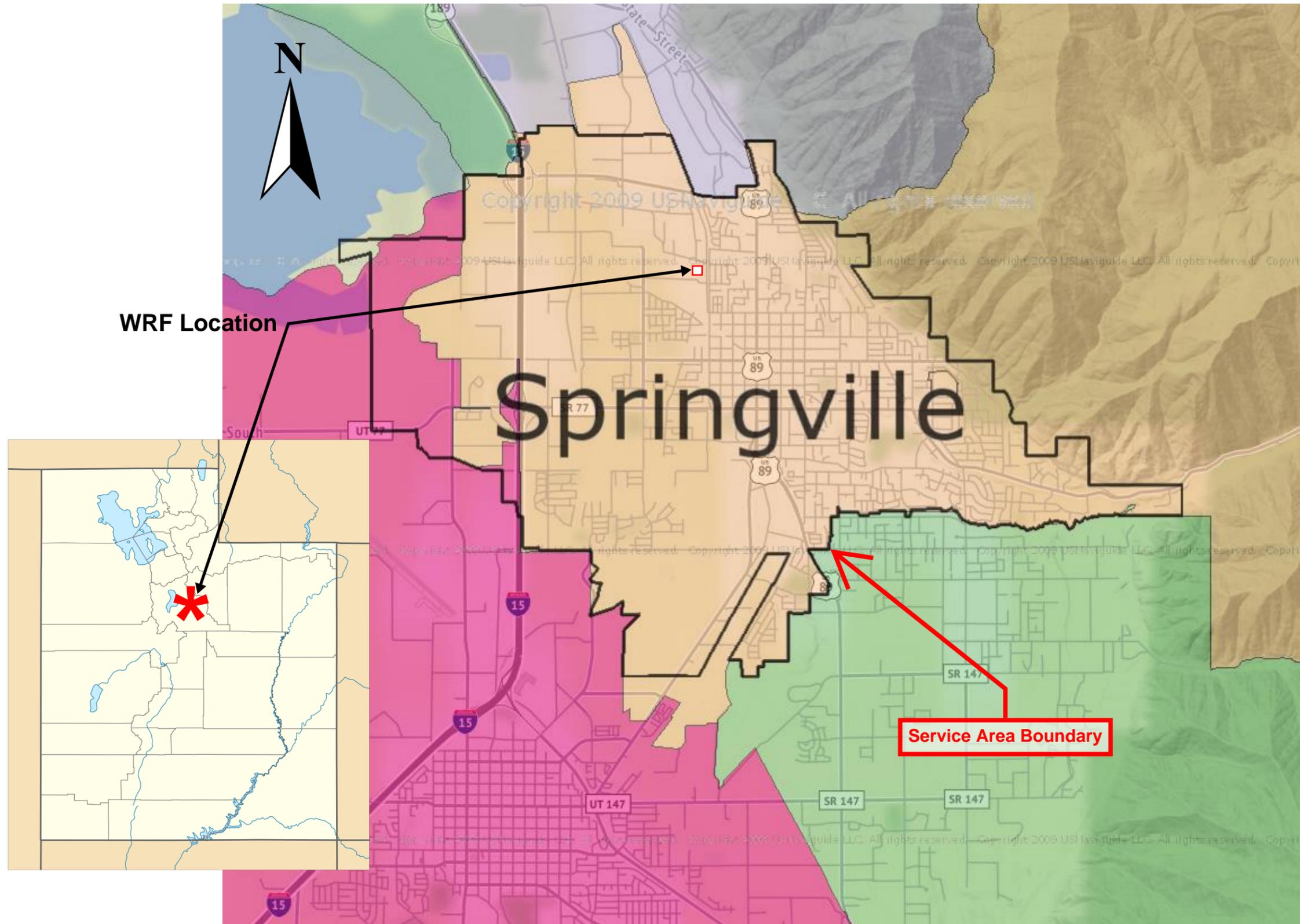


Figure 1-1: Springville WRF Location and service area boundary.

DRAWING IS TO SCALE
IF BAR MEASURES:
1" = FULL SCALE
1/2" = HALF SCALE

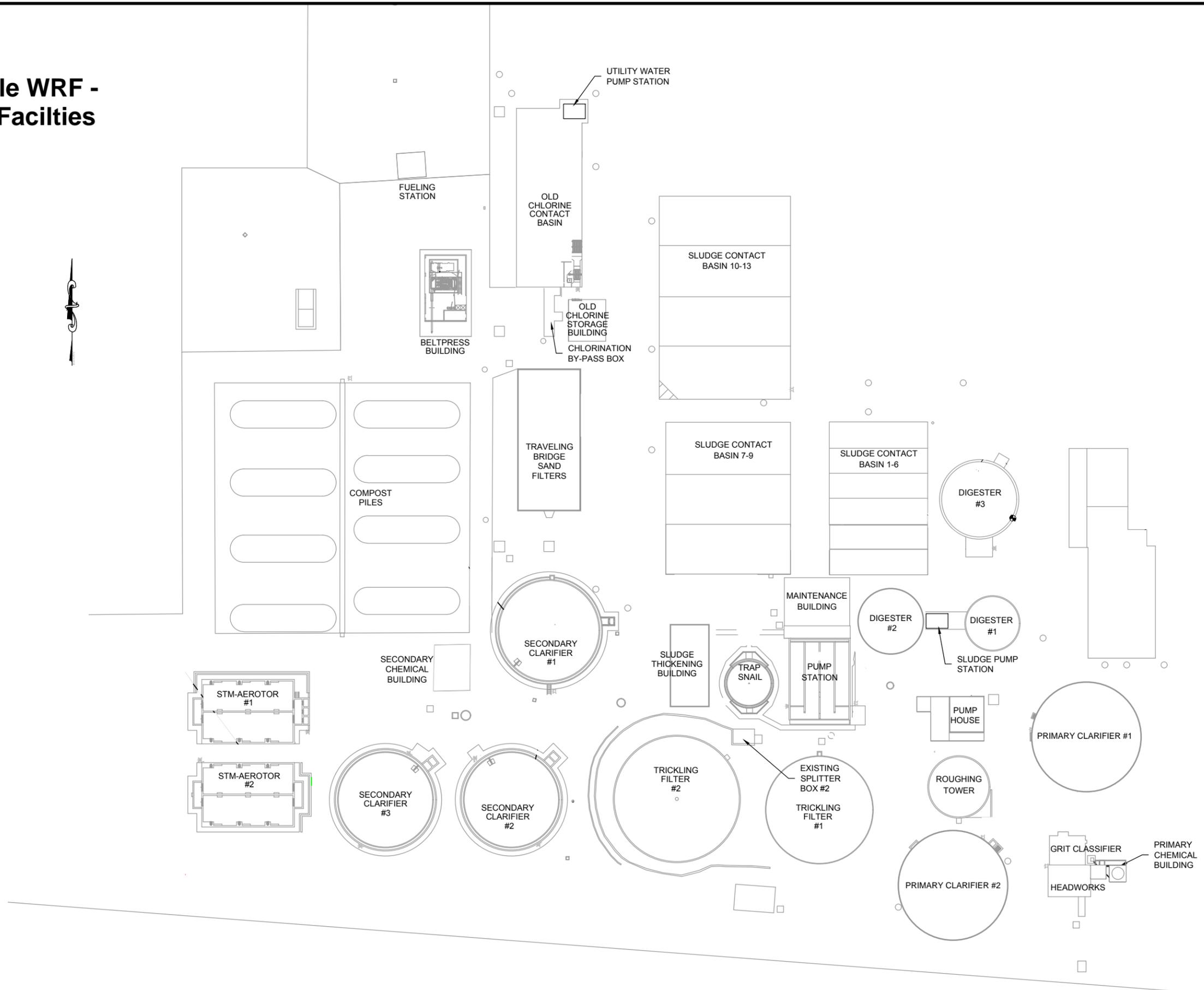
SPRINGVILLE CITY
700 NORTH 500 WEST, SPRINGVILLE, UT



533 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010
PHONE (801) 299-1327 FAX (801) 299-0153

FIGURE 1-1

Springville WRF - Existing Facilities



DRAWING IS TO SCALE
 IF BAR MEASURES:
 1" = FULL SCALE
 1/2" = HALF SCALE

SPRINGVILLE CITY
 700 NORTH 500 WEST, SPRINGVILLE, UT



SITE PLAN
 SCALE: 1"=40'

FIGURE 1-2

2/9/2021 C:\USERS\BRETT.PRATT\BIM 360\AQUA ENGINEERING\001783.C SPRINGVILLE WWTP 2020 GENERAL UPGRADES\PROJECT FILES\000 GENERAL\000-G010 - GEOTECHNICAL SITE PLAN.DWG

CHAPTER 2 - IMPACT FEE FACILITY PLAN UPDATE

2.1 ERUs and Existing Level of Service

The 2024 Master Plan established the following criteria for a single ERU:

- 250 gallons per day (same as the sewer collection IFFP)
- 0.46 lbs. BOD/day (at 0.20 lbs. BOD/day per person)
- 0.35 lbs. TSS/day (at 0.156 lbs. TSS /day per person)
- 0.072 lbs. TKN/day (at an influent concentration of 45 mg/L)
- 0.013 lbs. Phosphorus/day (at an influent concentration of 6.5 mg/L)

These values represent the average expecting loading from a typical, single-family dwelling. In this manner, the WRF capacity is evaluated in terms of ERUs to determine remaining capacity of existing facilities. Each impact fee eligible projects is also analyzed in terms of its impact on capacity in terms of ERUs to determine which proportion will serve new connections.

Non-typical connections from larger commercial or industrial interests may be analyzed in terms of their flow and/or biological loading to determine an appropriate ERU value for the connection. For example, a large commercial connection may discharge 12,000 gallons per day, equal to 48 ERUs. Another industrial connection may have small flow, but larger biological loading. Another example, an industrial connection may contribute 2,500 gpd (equal to 10 ERUs hydraulically), while discharging 23 pounds of BOD per day, equivalent to 50 ERUs for BOD loading. In this case, the connection should be assigned 50 ERUs as that represents the most significant, equivalent impact that connection will have on the WRF.

The existing level of service represents the treatment standard of the current WRF process. Projects that change the level of service are not typically eligible for impact fees. Thus, future projects are only assessed for impact fees if they increase the capacity of the WRF at its current treatment standard.

2.2 WRF Existing Capacity and Growth Projections

The WRF has a design capacity of 6.6 MGD or 26,400 ERUs. Table 2-1 shows that a total of 20,520 ERUs are expected by the end of 2025, including 3,400 ERUs dedicated to Nestle. Thus, the WRF has capacity for an additional 5,880 ERUs. The total ERUs served by 2035 is anticipated to be 23,632 (an increase of 3,112).

Table 2-1: Current and projected growth in the WRF service area.

Year	Population	Residential & Other ERUs	Nestle ERUs	Total ERUs
2022	36,772	16,156	3,400	19,556
2025	38,966	17,120	3,400	20,520
2030	42,915	18,855	3,400	22,255
2035	46,902	20,223	3,400	23,623
2040	49,365	21,689	3,400	25,089
2043	50,875	22,353	3,400	25,753
2045	51,909	22,807	3,400	26,207
2050	54,585	23,982	3,400	27,382
2055	56,448	24,802	3,400	28,202
2060	58,378	25,650	3,400	29,050

Past improvements and capital costs are proportioned based on the number of existing versus future connections they will serve. Likewise, projects that increase the existing capacity of a given facility or process are proportioned between the number of existing versus new ERUs they accommodate. Impact fees are based on the portion of the design capacity dedicated to the municipal collection system as costs and terms for Nestle’s 3,400 ERUs have been negotiated separately. Certain processes, such as the headworks and primary clarifiers, do not treat flow from Nestle and are therefore associated entirely with the municipal collection system. In this case, 100% of the costs are divided between existing and new connections. Other processes, such as the trickling filters, aeration basins, secondary clarifiers, disinfection, solids handling, etc., treat the combined flow from the City and Nestle. In this case, impact from Nestle’s 3,400 ERUs (roughly 13% of the total WRF capacity) are excluded from the impact fee calculation. In other words, the remaining 87% of the total costs are divided between new and existing ERUs.

2.3 Buy-in from Past Improvements

A breakdown of past expansion and improvement projects that are eligible for impact fees is provided in Table 2-2. These costs include the initial construction of the WRF, the major process

and upgrade expansions from 2010-2011, and additional smaller projects that have capacity to serve new connections that have been completed through the present. Note that a significant portion of the 2010 expansion was to add biological capacity to the WRF for ammonia and BOD removal from new connections. Thus, a higher proportion of this project cost is assigned to new connections as more of the new aeration basin’s capacity is dedicated for new/future wastewater loading. Details of this distinction are discussed in the 2024 Master Plan. Finally, the “initial plant” was originally based on a 5.5 MGD (22,000 ERU) facility, and impact fees for these improvements are designated accordingly in Table 2-2.

Table 2-2: Summary of existing WRF capacity and estimated impact fees.

Springville WRF - Past Improvements Impact Fee Summary						
Project	Existing ERUs Served	Nestle ERUs Served	New ERUs Served	% Impact Fee Eligible	Impact Fee Eligible	Impact Fee (per ERU)
Initial Plant -All ERUs ¹	17,120	3,400	1,480	6.73%	\$ 623,961.49	\$ 421.60
2010 WRF Upgrade & Expansion ²	17,120	3,400	5,880	52.36% ²	\$ 5,604,391.28	\$ 953.13
Post 2010 Plant Upgrades	17,120	3,400	5,880	22.27%	\$ 485,824.62	\$ 82.62
SUBTOTAL OF IMPACT FEES FROM PREVIOUS IMPROVEMENTS					\$ 6,714,177.39	\$1,457.35³

- 1 Original plant design and buy-in was based on 5.5 MGD capacity (22,000 ERUs).
- 2 2010 Expansion provides ammonia polishing for existing connections and full ammonia and full BOD removal for new connections, resulting in a net 52.36% of the expanded capacity remaining for future connections.
- 3 Impact fee for past improvements will reduce by \$421.60 once the remaining 1,480 ERUs from the original plant are connected.

2.4 Planed Projects

While many projects are planned to address aging infrastructure and equipment at the WRF, only three projects scheduled over the next 5-6 years are identified as eligible for impact fees. These projects include the headworks expansion and upgrade, the standby generator, and sludge dewatering expansion. A summary of these projects is provided in the following sections.

2.4.1 Headworks Expansion

Improvements recommended for the headworks increase its total capacity and will allow the WRF to provide the existing level of service for existing and future ERU connections. Wastewater from Nestle does not pass through the influent flow measurement flume or the headworks. Upgrades to influent flow measurement and replacing major equipment such as screens, washer/compactors, and grit removal, will serve existing and new connections. Likewise other improvements to the headworks building (i.e. HVAC improvements) ensure the facility’s longevity and reliability. These improvements will serve the estimated 17,120 existing ERUs and 5,880 future ERUs. In other

words, 74.43% of the improvements serve existing connections, with the remaining 25.57% serving future connections, meaning 25.57% of the total estimated costs (\$2,697,177) are considered eligible for impact fees. This yields a total estimated impact fee basis of \$689,539.36.

2.4.2 Solids & Biogas Handling

The solids handling processes includes sludge pumping (primary and waste activated sludge), WAS thickening, three (3) anaerobic digester tanks, heat exchangers, sludge heating/recirculation pumping systems, hot water recirculation systems, biogas handling (condensation and flaring), digested sludge dewatering/drying, and composting. Recommended projects include replacing worn piping/pumps, updating the sludge heating/recirculation system (including boilers and heat exchangers), rehabilitating digester tanks and lids, replacing worn biogas handling appurtenances such as condensate traps and flame traps, and expanding the sludge dewatering equipment capacity. Each of these processes are sized and intended to service existing (domestic and Nestle) and future connections. Rehabilitation of the digester tanks, biogas handling system, and heating/recirculation system will not increase the capacity of the WRF and, accordingly, costs for these upgrade projects are excluded from impact fee consideration.

The proposed sludge dewatering upgrades will increase the capacity of solids handling operation and are therefore portioned between existing domestic connections, Nestle, and future ERUs. This expansion will serve the estimated 17,120 existing ERUs, the 3,400 ERU's assigned to Nestle, and the projected 5,880 future ERUs. Thus, of the estimated \$2,107,505 project cost, \$469,398.93 (22.27%) is eligible for impact fees.

2.4.3 Standby Generator

Many structures and electrical components of the WRF were originally commissioned in the 1960s, 70s, and 80s. Accordingly, much of the gear and electrical components are past their reliable service life, incompatible with modern monitoring systems, and/or difficult to maintain and repair. As with most of the plant, this electrical gear serves Nestle, existing, and future connections. However, these improvements are mostly considered replacement/maintenance items and do not directly increase the WRF's capacity. In contrast, the proposed standby generator would serve existing and future

connections and is a new, critical addition to the WRF the cost of which should be shared between new and future connections. Similar to the sludge dewatering cost breakdown described in Section 3.1.2, 22.27% of the total cost is impact fee eligible, equivalent to \$205,556.44.

CHAPTER 3 - IMPACT FEE ANALYSIS

The total WRF impact fee is calculated by combining the buy-in costs for remaining capacity of existing improvements, proportionate future projects costs that will serve new connections, and associated, proportional planning/consulting costs. The following sections provide a breakdown of these impact fee cost categories and establish the calculated impact fee.

3.1 Past Improvements & Planned Projects

Buy-in for past improvements are summarized above in Section 2.3 and Table 2-2. As discussed above, three projects scheduled over the next 5-6 years are identified as eligible for impact fees. A summary of the calculated impact fees for these projects is provided in Table 3-1. A breakdown of the cost estimates for each of these projects is provided in the appendix.

Table 3-1: Impact fees for proposed projects.

IMPACT FEE PROJECTS - SEPTEMBER 2025						
Springville WRF - Proposed Projects Impact Fee Summary						
Project Description	Existing ERUs Served	Nestle ERUs Served	New ERUs Served	% Impact Fee Eligible	Estimated Total Cost	Impact Fee Eligible
Headworks Upgrades	17,120	-0-	5,880	25.57%	\$ 2,697,177.77	\$ 689,539.36
Standby Generator	17,120	3,400	5,880	22.27%	\$ 922,906.46	\$ 205,556.44
Sludge Dewatering Upgrades	17,120	3,400	5,880	22.27%	\$ 2,107,505.40	\$ 469,398.93
IMPACT FEE FOR PROPOSED PROJECTS					\$5,727,589.62	\$1,364,494.73
					IMPACT FEE PER ERU	\$ 232.06

3.2 Planning Costs

Planning services are required to support growth and maintain IFFP and Master Plans. The City intends to update the WRF Master Plan every 5 years, with annual or biannual updates to the impact fee studies. With this schedule and past consulting costs in mind, planning expenses and impact fees for the next 10 years are calculated (Table 3-2) assuming annual 3% inflation on costs.

Table 3-2: Planning expense of impact fees.

Springville WRF - Planning/Consulting Expenses						
Project Description	Existing ERUs Served	New ERUs 2025-2035	% Impact Fee Eligible	Estimated Total Cost	Impact Fee Eligible	Impact Fee (per ERU)
Master Plans (x2)	17,120	3,103	15.34%	\$ 110,531.50	\$ 16,959.86	\$ 5.47
IFFP & IFA Updates (x4)	0	3,103	100.00%	\$ 60,400.00	\$ 60,400.00	\$ 19.47
Total				\$ 170,931.50	\$ 77,359.86	\$ 24.93

3.3 Impact Fee Calculation

The total WRF impact fee is calculated by combining the buy-in costs, proportionate future projects costs, and planning/consulting costs (Table 3-3). Note that after the capacity of the initial WRF is met (at 22,000 residential ERUs), impact fees for that item should no longer be collected.

Table 3-3: Impact fee calculation summary for Single ¾” and 1” ERU Connections

Total WRF Impact Fee Summary		
Fee Source	Fee Amount	
	to 2030*	Post 2030
Past Projects	\$ 1,457.35	\$ 1,035.75
New Projects	\$ 232.06	\$ 232.06
Planning	\$ 24.93	\$ 24.93
Total Impact Fee	\$ 1,714.34	\$ 1,292.74

* Remaining 1,480 ERUs on original 22,000 ERU facility are expected to be connected by 2030.

The impact fees shown in Table 3-3 are for a single, ¾” or 1” connections. As other larger connection sizes are commonly utilized, prorated impact fees based on drinking water meter sizes are calculated by multiplying the base impact fee rate by the relative flow capacity for larger connections. This is the same method established in the collection system impact fee study (HAL, 2024). Table 3-4 summarizes impact fees based on meter connection size.

Table 3-4: Impact fee summary for common drinking water meter sizes.

Impact Fee Based on Water Meter Size			
Meter Size	ERU Basis	Fee Amount	
		to 2030*	Post 2030
3/4" or 1"	1.00	\$ 1,714.34	\$ 1,292.74
1-1/2"	3.33	\$ 5,708.75	\$ 4,304.82
2"	5.33	\$ 9,137.43	\$ 6,890.30
3"	10.00	\$ 17,143.40	\$ 12,927.40
4"	16.67	\$ 28,578.05	\$ 21,549.98

In instances where the values in Table 3-4 do not provide a reasonable impact fee and/or for other larger connections, the impact may be calculated based on the anticipated *daily peak* wastewater flow as follows:

$$Impact\ Fee = \frac{Wastewater\ Flow\ (gpd)}{250\ gpd/ERU} * \$1,714.34/ERU$$

For example, the connection fee for a commercial or industrial connection with an anticipated peak daily discharge of 2,500 gpd is calculated:

$$Impact\ Fee = \frac{2,500\ gpd}{250\ gpd/ERU} * \$1,714.34/ERU = \$17,143.40$$

3.4 Project Funding

Several funding options are available for the improvements and expansion required at the WRF. To date, the City has used a combination of fees, impact fees, and contributions from industries to finance the majority of improvements to the WRF. Funding will likely continue to be sourced from user rate increases, bonds, impact fees, or other sources.

Funding for improvements of existing connections will likely come from bonding that will be repaid with increased user rates. As improvements to accommodate growth must be planned and constructed before any of the new connections they serve are in place, the most likely funding source for larger improvements is also bonding. Impact fees from future connections then pay back these bonds. Accordingly, Springville City finds it is necessary to impose an impact fee on development activities to maintain the exiting level of service for new connections.

EXHIBIT A-1

Certification of Impact Fee Facility Plan by Consultant

In accordance with Utah Code Annotated, 11-36a-306(1), AQUA Engineering, makes the following certification:

I certify that the attached impact fee facilities plan:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities; or
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; and
3. complies in each and every relevant respect with the Impact Fees Act.



Eric Sahm, P.E.
Principal Engineer
AQUA Engineering

EXHIBIT A-2

Certification of Impact Fee Analysis by Consultant

In accordance with Utah Code Annotated, 11-36a-306(2), AQUA Engineering, makes the following certification:

I certify that the attached impact fee facilities plan:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities; or
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; or
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. offsets costs with grants or other alternate sources of payment(if applicable); and
4. complies in each and every relevant respect with the Impact Fees Act.



Eric Sahn, P.E.
Principal Engineer
AQUA Engineering

REFERENCES

AQUA Engineering, 2024; *Springville Water Reclamation Facility Master Plan and Impact Fee Facility Plan*; (AQUA, 2024)

Hansen Allen & Luce, Inc. Engineers, 2024; *Springville Wastewater Collection System Impact Fee Facility Plan and Impact Fee Analysis*; (HAL, 2024).

Zions Public Finance, Inc., 2024; *Water Reclamation Facility Impact Fee Analysis*; (Zion, 2024).

APPENDIX A

Proposed Project Budget Tables

- Headworks Expansion
- Solids and Biogas Handling
- Standby Generator

Influent & Headworks Upgrades	
Item	Cost
Additional Level Sensor for Influent Flume	\$ 18,000.00
Influent Piping/Vaults Rehabilitation	\$ 68,750.00
Influent Screens & Washpactors	\$ 777,056.26
Remove Grit Chamber Piping	\$ 23,000.00
Aeration Grit Chamber Rehabilitation	\$ 275,000.00
HVAC	\$ 90,000.00
Mechanical/Piping & Installation	\$ 375,541.88
Headworks Building Modifications & Repairs	\$ 238,500.00
New Electrical Room	\$ 45,000.00
Site/Civil Work	\$ 58,700.00
Electrical, Controls & Instrumentation (20%)	\$ 393,909.63
Subtotal	\$ 2,363,457.77
Engineering & CM	\$ 148,320.00
Construction Management	\$ 129,780.00
Legal & Administrative	\$ 55,620.00
TOTAL	\$ 2,697,177.77

Sludge Dewatering Upgrades	
Item	Cost
8-Skid Rotary Press	\$ 893,750.00
Demolition/Removal of 1M Press	\$ 47,500.00
Building HVAC Upgrades	\$ 109,375.00
Screw Conveyor Upgrades	\$ 106,250.00
Mechanical Installation	\$ 347,062.50
Platform Modifications	\$ 31,250.00
Electrical, Controls & Instrumentation (20%)	\$ 307,037.50
Subtotal	\$ 1,842,225.00
Contingency (25%)	
Engineering & Design (8%)	\$ 117,902.40
Construction Management (7%)	\$ 103,164.60
Legal & Administrative (3%)	\$ 44,213.40
TOTAL	\$ 2,107,505.40

Standby Generator	
Item	Cost
1.25 KW Generators & ATS	\$ 352,646.20
1600 AMP ATS	\$ 38,186.67
Docking Station (1600 AMP)	\$ 62,700.00
Conduit, Wire, Concrete Pads	\$ 178,900.00
Generator & Switch Installation	\$ 158,736.50
Startup & Commissioning	\$ 34,500.00
Integration	\$ 18,900.00
Subtotal	\$ 844,569.37
Engineering & Design	\$ 28,000.00
Construction Management	\$ 25,000.00
Legal & Administrative	\$ 25,337.08
Standby Generators Subtotal	\$ 922,906.46



STAFF REPORT

DATE: March 09, 2026
TO: Honorable Mayor and City Council
FROM: Jeffrey L. Anderson, Assistant Public Works Director
SUBJECT: **ADOPTION OF THE 2026 SPRINGVILLE CITY TRANSPORTATION IFFP AND IFA UPDATE AND TRANSPORTATION IMPACT FEE ORDINANCE #XX-2026**

RECOMMENDED MOTION

Motion to approve the 2026 Springville City Transportation Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) update prepared by Methods Consulting and Zions Public Finance and adopt Ordinance #XX-2026 adopting the 2026 Springville City Transportation Impact Fee Facilities Plan and Impact Fee Analysis and enacting updated Transportation Impact Fees.

EXECUTIVE SUMMARY

Springville City's Transportation Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) were last comprehensively updated in 2024 as part of the Transportation Master Plan update. The City retained Methods Consulting and Zions Public Finance to prepare the 2026 update in coordination with City staff.

The update of these plans will guide the City in planning for needed transportation infrastructure improvements and establish updated impact fees to fund growth-related roadway capacity improvements. This update addresses current and projected transportation needs, incorporates changes in development demand, and adjusts project costs for inflation.

The proposed transportation impact fee is based on PM peak hour trip generation, with the base cost per trip applied to the number of trips generated by each land use type. The analysis calculates a cost of \$3,210.19 per PM peak hour trip attributable to growth.

For example, the impact fee for a detached single-family home is \$1,508.79, which remains lower than the county average and comparable neighboring cities.

The proposed impact fees will help ensure that new development contributes its proportionate share toward transportation system improvements required to maintain acceptable levels of service within the City.

City staff recommends adopting the updated IFFP, IFA, and implementing the proposed full impact fees to ensure adequate funding for future transportation projects.



FOCUS OF ACTION

The purpose of this action is to:

- Adopt the 2026 Transportation Impact Fee Facilities Plan (IFFP) to identify transportation infrastructure improvements required to serve projected growth.
- Adopt the 2026 Transportation Impact Fee Analysis (IFA) establishing the methodology and maximum allowable transportation impact fees.
- Adopt the Transportation Impact Fee Ordinance implementing the impact fees as calculated in the IFA.
- Ensure that new development pays a proportionate share of the cost of transportation system improvements required to accommodate growth.

BACKGROUND

Springville City Public Works periodically updates master plans for major infrastructure systems, including transportation and utilities, to ensure that future infrastructure needs are properly identified and planned.

In addition to these master planning efforts, the City has committed to updating the Impact Fee Facilities Plans (IFFP) and Impact Fee Analyses (IFA) annually to adjust project costs for inflation and account for changes in development demand.

The most recent comprehensive update to the Transportation Master Plan (TMP), Transportation IFFP, and Transportation IFA occurred in 2024.

The 2026 update does not represent a full update of the Transportation Master Plan or a reevaluation of project needs. Instead, the update primarily includes:

- Inflation adjustments to project costs
- Updated growth projections and travel demand assumptions
- Minor methodology updates to align with best practices
- Corrections and refinements identified since the 2024 update
- Updated funding participation from outside agencies

Project costs were escalated at approximately 5% annually from the 2024 cost estimates to represent 2026 values. Traffic volumes were escalated 2% annually to reflect updated transportation demand projections.

DISCUSSION



1. Transportation Demand and Growth

Springville is poised to experience significant growth, particularly in the west and south areas of the City. As development occurs, additional traffic demand is placed on the City's transportation network.

The IFFP analysis indicates:

- Approximately 19,378 PM peak hour trips existed in 2024
- This increased to 20,153 trips in 2026
- Projected growth will add 7,877 additional PM peak hour trips by 2036
- Total PM peak hour demand is projected to reach 28,030 trips by 2036.

TABLE 3: PM PEAK HOUR TRIP GROWTH PROJECTIONS

PM Peak Hour Trips	PM Peak Hour Trips
PM Peak Hour Trips 2026	20,153
PM Peak Hour Trips 2036	28,030
PM Peak Hour Trip Growth 2026-2036	7,877

While most of the City's roadway system currently operates at acceptable Level of Service (LOS D or better), some intersections are experiencing operational constraints, including:

- Main Street (US-89) & 400 South
- 400 East & 400 South.

Transportation system improvements will be required to maintain acceptable levels of service as the City continues to grow.

2. Planned Transportation Improvements

The IFFP identifies transportation projects necessary to accommodate growth through 2036.

The plan identifies:

- 37 roadway projects with an estimated cost of \$199,971,700 with \$7,059,000 being impact eligible.
- 24 intersection improvement projects totaling approximately \$34,789,000 with \$20,086,000 being impact fee eligible.

Not all project costs are eligible to be funded through impact fees. Portions of some projects are expected to be funded through:

- Developer contributions



- Utah Department of Transportation (UDOT) funding
- Mountainland Association of Governments (MAG) funding
- Other regional or state sources.

After accounting for these factors, only the proportionate share attributable to new development is included in the impact fee calculation.

3. Impact Fee Methodology

Transportation impact fees are calculated using PM peak hour trip generation rates established by the Institute of Transportation Engineers (ITE).

The analysis determines a total cost of **\$3,210.19 per PM peak hour trip** attributable to growth-related improvements.

ITE trip generation rates are then applied to different development types to determine the applicable impact fee.

How the impact fee for each land use is derived is described below:

- The TOTAL COST per TRIP is calculated accounting for buy-in costs, new construction cost, consultants cost and fund balance credit. Tabel 10 from the IFA provides a summary of this calculation and the Total Cost per PM Peak Hour Trip:

TABLE 10: SUMMARY OF COST PER TRIP

Summary	Amount
Buy-In Costs	\$78.90
New Construction Costs	\$3,446.11
Consultant Costs	\$2.54
Fund Balance Credit	(\$317.36)
Total Cost per Trip	\$3,210.19

- The total cost per trip is then applied to the daily PM peak hour trips generated by various land use types. Trips per land use are derived from the Institute of Transportation Engineers Trip Generation Manual. The more trips that are associated with a particular land use or development, the greater its impact on the street system.
- Due to a difference in the way trips are counted in the ITE manual versus the travel demand model, **trips generated need to be divided by two** to avoid double-counting such as when a person leaves home and goes to work. The IFFP explains it as follows:



“There is a minor discrepancy in the way ITE calculates trips and the way trips or roadway volumes are calculated in the travel demand modeling used in the Springville TMP. This discrepancy is explained by the model roadway volumes and capacities being calculated using daily traffic volumes rather than trips on the roadway. Essentially this means that a travel demand model “trip” or unit of volume is counted once as a vehicle leaves home, travels on the road network and then arrives at work. This vehicle will only be counted as it travels on the roadway network. The ITE Trip Generation method uses driveway counts as its measure of a trip. Therefore, a vehicle making the same journey will be counted once as it leaves home and once again as it arrives at work for a total of two trips. This can be rectified simply by adjusting the ITE Trip Generation rates by one-half; this calculation will be evident in the IFA.”

For Example:

TABLE 11: SUMMARY OF IMPACT FEES

ITE Code	Category	Units; Per	ITE Trips	Pass-By Trips	Adjusted Trips	Maximum Fee PM Peak Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	0.34	0	0.17	\$545.73
140	General Manufacturing	1000 Sq. Feet Gross Floor Area	0.74	0	0.37	\$1,187.77
150	Warehouse	1000 Sq. Feet Gross Floor Area	0.18	0	0.09	\$288.92
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	0.15	0	0.08	\$240.76
210	Single-Family Detached Housing	Dwelling Units	0.94	0	0.47	\$1,508.79

- The ITE Trip Generation Manual shows that a Single-Family Detached Home (SFH) (code 210) will generate 0.94 trips per home during the PM peak hour time.
- Due to the difference in accounting for trips, we divide the trips in half. For this example, that makes the adjusted trips equal to 0.47 per home during the PM peak hour time.
- The total trips are then multiplied by the total cost per trip

Impact Fee = adjusted number of trips x cost per PM peak hour trip

- For this example, it is as follows:

Single-Family Detached Home Impact Fee = 0.47 trips x \$3,210.19 = \$1,508.79

This adjustment of fifty percent has been made in the calculation of impact fees shown below, as well as adjustments for pass-thru traffic.



TABLE 11: SUMMARY OF IMPACT FEES

ITE Code	Category	Units; Per	ITE Trips	Pass-By Trips	Adjusted Trips	Maximum Fee PM Peak Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	0.34	0	0.17	\$545.73
140	General Manufacturing	1000 Sq. Feet Gross Floor Area	0.74	0	0.37	\$1,187.77
150	Warehouse	1000 Sq. Feet Gross Floor Area	0.18	0	0.09	\$288.92
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	0.15	0	0.08	\$240.76
210	Single-Family Detached Housing	Dwelling Units	0.94	0	0.47	\$1,508.79
220	Multi-Family / (Low-Rise 1-2 Levels)	Dwelling Units	0.51	0	0.26	\$818.60
221	Multi-Family (Mid-Rise 3-10 Levels)	Dwelling Units	0.39	0	0.20	\$625.99
222	Multi-Family (High-Rise >10 Levels)	Dwelling Units	0.32	0	0.16	\$513.63
240	Mobile Home / RV Park	Dwelling Units	0.58	0	0.29	\$930.95
254	Assisted Living Center	1000 Sq. Feet Gross Floor Area	0.24	0	0.12	\$385.22
310	Hotel	Rooms	0.59	0	0.30	\$947.01
445	Movie Theater	1000 Sq. Feet Gross Floor Area	6.17	0	3.09	\$9,903.43
492	Health/Fitness Club	1000 Sq. Feet Gross Floor Area	3.45	0	1.73	\$5,537.57
520	Elementary School	Students	0.16	0	0.08	\$256.82
522	Middle School / Junior High School	Students	0.15	0	0.08	\$240.76
525	High School	Students	0.14	0	0.07	\$224.71
534	Private High School	Students	0.19	0	0.10	\$304.97
560	Church	1000 Sq. Feet Gross Floor Area	0.49	0	0.25	\$786.50
565	Day Care Center	1000 Sq. Feet Gross Floor Area	11.12	0.44	3.11	\$9,995.24
590	Library	1000 Sq. Feet Gross Floor Area	8.16	0	4.08	\$13,097.57
610	Hospital	1000 Sq. Feet Gross Floor Area	0.86	0	0.43	\$1,380.38
710	General Office Building	1000 Sq. Feet Gross Floor Area	1.44	0	0.72	\$2,311.34
720	Medical-Dental Office Building	1000 Sq. Feet Gross Floor Area	3.93	0	1.97	\$6,308.02
730	Government Office Building	1000 Sq. Feet Gross Floor Area	1.71	0	0.86	\$2,744.71
770	Business Park	1000 Sq. Feet Gross Floor Area	1.22	0	0.61	\$1,958.21
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	2.25	0	1.13	\$3,611.46
816	Hardware/Paint Store	1000 Sq. Feet Gross Floor Area	2.98	0.26	1.10	\$3,539.55
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	6.94	0	3.47	\$11,139.35
820	Shopping Center (>150k)	1000 Sq. Feet Gross Leasable Area	3.4	0.29	1.21	\$3,874.70
841	Automobile Sales (Used)	1000 Sq. Feet Gross Floor Area	3.75	0	1.88	\$6,019.10
848	Tire Store	1000 Sq. Feet Gross Floor Area	3.75	0.25	1.41	\$4,514.33
850	Supermarket	1000 Sq. Feet Gross Floor Area	8.95	0.24	3.40	\$10,917.85
851	Convenience Market	1000 Sq. Feet Gross Floor Area	49.11	0	24.56	\$78,826.16
880	Pharmacy/Drugstore without Drive-Through Window	1000 Sq. Feet Gross Floor Area	2.16	0.53	0.51	\$1,629.49
881	Pharmacy/Drugstore with Drive-Through Window	1000 Sq. Feet Gross Floor Area	3.74	0.49	0.95	\$3,061.56
890	Furniture Store	1000 Sq. Feet Gross Floor Area	0.52	0.53	0.12	\$392.28
911	Walk-In Bank	1000 Sq. Feet Gross Floor Area	12.13	0	6.07	\$19,469.79
912	Drive-in Bank	1000 Sq. Feet Gross Floor Area	21.01	0.35	6.83	\$21,919.97



ITE Code	Category	Units; Per	ITE Trips	Pass-By Trips	Adjusted Trips	Maximum Fee PM Peak Fee
918	Hair Salon	1000 Sq. Feet Gross Floor Area	1.45	0	0.73	\$2,327.39
932	High-Turnover (Sit-Down) Restaurant	1000 Sq. Feet Gross Floor Area	9.05	0.43	2.58	\$8,279.88
933	Fast-Food Restaurant without Drive-Through Window	1000 Sq. Feet Gross Floor Area	33.21	0	16.61	\$53,305.17
934	Fast-Food Restaurant with Drive-Through Window	1000 Sq. Feet Gross Floor Area	33.03	0.55	7.43	\$23,857.31
942	Auto Care Center	1000 Sq. Feet Gross Floor Area	3.11	0	1.56	\$4,991.84
944	Gasoline/Service Station	Vehicle Fueling Position	13.91	0.42	4.03	\$12,949.58
945	Gasoline/Service Station with Convenience Store	Vehicle Fueling Position	18.42	0.56	4.05	\$13,008.97
947	Self Service Car Wash	Wash Stalls	5.54	0	2.77	\$8,892.22
948	Automated Car Wash	1000 Sq. Feet Gross Floor Area	77.5	0	38.75	\$124,394.78

These fees represent the maximum allowable impact fee based on the IFA calculations. The City Council may adopt any fee up to these maximum levels.

Copies of the IFFP and IFA are included with this staff report as Attachment A, and B, respectively.

ALTERNATIVES

Staff recommends the Council carefully consider the methodology involved in completing the TMP, IFFP and Impact Fee Analysis. The maximum defensible impact fee amount presented in the report represents the highest amount that can be legally charged per PM Peak trip for new development. As an example, the recommended impact fee for a single-family residential unit (SFR) is \$1,508.79. The Council may set the actual Impact Fee at any amount less than the maximum defensible amount if they so desire. The City Council may consider the following alternatives:

1. **Approve the IFFP, IFA, and Impact Fee Ordinance (Recommended).**
This ensures that new development pays its proportionate share for transportation improvements and provides funding to construct projects needed to serve growth.
2. **Approve the IFFP and IFA but adopt reduced impact fees.**
Lower fees would reduce the amount of funding available for transportation improvements and may require the City to identify alternative funding sources.
3. **Continue the existing impact fee structure.**
This would not account for inflationary increases in project costs or updated growth projections and could result in insufficient funding for transportation improvements.



FISCAL IMPACT

Adoption of the updated Transportation Impact Fees will provide a funding mechanism to support transportation infrastructure improvements required to serve new development.

Impact fees collected will be restricted for use on projects identified in the IFFP and must comply with the Utah Impact Fees Act.

Without updated impact fees, the City would need to rely more heavily on:

- General Fund revenues
- Transportation utility funds
- Grants or other external funding sources
- Future bonding or debt financing

Adoption of the updated fees ensures that growth contributes proportionately toward the infrastructure necessary to serve that growth.

A comparison of surrounding cities' transportation impact fees for a single family home is shown below:

CITY	TRANSPORTATION
Eagle Mountain	\$ 4,283
Vineyard	\$ 3,586
American Fork	\$ 3,548
Salem	\$ 2,398
Spanish Fork	\$ 1,993
Pleasant Grove	\$ 1,533
Springville Proposed	\$ 1,509
Lindon	\$ 1,467
Springville Current	\$ 1,462
Payson	\$ 1,462
COUNTY AVERAGE	\$ 1,422
Provo	\$ 1,293
Alpine	\$ 1,183
Santaquin	\$ 1,180
Lehi	\$ 1,163



Saratoga Springs	\$	1,016
Cedar Hills	\$	625
Highland	\$	603
Elk Ridge	\$	552
Orem	\$	459
Mapleton	\$	-
Woodland Hills	\$	-

STAFF RECOMMENDATION

Staff recommends that the City Council:

- Adopt the 2026 Transportation Impact Fee Facilities Plan
- Adopt the 2026 Transportation Impact Fee Analysis
- Adopt the Transportation Impact Fee Ordinance implementing the proposed impact fees.

These updates ensure that Springville City remains compliant with the Utah Impact Fees Act, maintains an up-to-date funding mechanism for transportation infrastructure, and continues implementing the transportation improvements identified in the City's Transportation Master Plan.

Respectfully,
Jeffrey L. Anderson, Assistant Public Works Director

ORDINANCE #__-2026

AN ORDINANCE ADOPTING THE SPRINGVILLE TRANSPORTATION IMPACT FEE FACILITY PLAN, AND IMPACT FEE ANALYSIS; AND ENACTING TRANSPORTATION IMPACT FEES.

WHEREAS, Springville City (the "City") has legal authority pursuant to Title 11, Chapter 36a of the Utah Code known as the "Impact Fee Act" (hereinafter the "Act") to impose development impact fees as a condition of development approval, which impact fees are used to defray capital infrastructure costs attributable to new development activity; and

WHEREAS, the City has historically assessed impact fees as a condition of development approval in order to appropriately assign capital infrastructure costs to development in an equitable and proportionate manner; and

WHEREAS, on September 22nd, 2025, pursuant to Section 11-36a-501 of the Act, the City noticed its intent to prepare or amend Springville City's Transportation Impact Fee Facilities Plan and Impact Fee Analysis for Springville's roadway facilities by posting the notice on the Utah Public Notice Website; and

WHEREAS, pursuant to the requirements of Sections 11-36a-301 and 11-36a-302 of the Act, Methods Consulting has prepared the "Springville Impact Fee Facilities Plan Update" (the "IFFP"), attached as Exhibit A, which Methods Consulting has certified pursuant to the requirements of Section 11-36a-306 of the Act; and

WHEREAS, pursuant to the requirements of Sections 11-36a-303 and 11-36a-304 of the Act, Zions Public Finance, Inc. has prepared the "Springville City Transportation Impact Fee Analysis" (the "IFA"), attached as Exhibit C, which Zions Public Finance, Inc. has certified pursuant to the requirements of Section 11-36a-306 of the Act; and

WHEREAS, Zions Public Finance, Inc. has also calculated for enactment Transportation Impact Fees as set forth in the IFA and pursuant to Section 11-36a-305 of the Act; and

WHEREAS, on February 20, 2026, pursuant to Section 11-36a-502 of the Act, a full copy of the IFFP, IFA and this Impact Fee Enactment Ordinance, along with an executive summary of the IFFP and the IFA that was designed to be understood by a lay person, were made available to the public at the Springville City Public Library and posted on the City's Website, and the Public Notice Website; and

WHEREAS, on January 27, 2026, the Springville Planning Commission held a properly noticed public hearing regarding the IFFP, and the IFA, and recommended approving the documents to the City Council; and

WHEREAS, on March 17, 2026, the Springville City Council held a public hearing regarding the proposed IFFP, IFA and this Impact Fee Enactment Ordinance; and

WHEREAS, the Springville City Council does now desire to hereby approve and adopt the IFFP, IFA, and the Transportation Impact Fee pursuant to the requirements of Sections 11-36a-401 through 11-36a-403 of the Act.

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

SECTION 1: Adoption.

The IFFP entitled "Springville Impact Fee Facilities Plan Update", dated January 2026 (the "IFFP"), and "Springville City Transportation Impact Fee Analysis", dated January 2026 (the "IFA"), attached as Exhibits A, and B are hereby approved, adopted and incorporated herein by reference and made a part of this ordinance. (The IFFP and IFA are collectively hereinafter referred to as the "Impact Fee Documents.") The Transportation Impact Fees set forth in the IFA and this Ordinance are hereby approved and enacted. At the time the Impact Fees become effective pursuant to this Ordinance, the Impact Fees will replace all previously adopted transportation impact fees

SECTION 2: Service Area.

The service area established in the Impact Fee Documents and for which the Transportation Impact Fees are established and imposed is all of Springville City (the "Service Area"). The Service Area is established based upon sound planning and engineering principles for the City's transportation system services.

SECTION 3: Level of Service.

The existing level of service provided by the City's transportation system shall remain the same as it was prior to this Ordinance and is hereby again adopted as the level of service to be provided throughout the City. As stated in the IFFP, the current level of service ("LOS") is LOS D. The IFFP will not make changes to the existing level of service, and LOS D will be the standard by which future growth will be evaluated. The existing and proposed level of service is described on pages 5 through 6 of the IFFP.

SECTION 4: Impact Fee Analysis and Impact Fee Calculations.

As found in the Impact Fee Documents, the Transportation Impact Fee calculation is based on the following:

1. Elements. In calculating the Transportation Impact Fee, the City has included those costs allowed, including debt service, if any, that are found under Section 11-36a-305 of the Act.
2. Proportionate Share Analysis. Included within the Impact Fee Documents is a proportionate share analysis as required by Section 11-36a-304 of the Act.
3. Formula. The Transportation Impact Fee is based upon the Act’s required proportionate share analysis in determining the total project costs to maintain the City’s current Transportation system level of service for new development activity that will occur during the next six (6) to ten (10) years. The following schedule of Transportation Impact Fees is found in the IFA and is a schedule of impact fees for each type of development activity that specifies the amount of the impact fee to be imposed for each type of system improvement, and/or the following is the formula the City will use to calculate each impact fee.

TABLE 1: PROPORTIONATE SHARE ANALYSIS

Summary of Cost per Trip	Cost per PM Peak Hour Trip
Buy-In Costs	\$78.90
New Construction Costs	\$3,446.11
Consultant Costs	\$2.54
Fund Balance Credit	(\$317.36)
Total Cost per Trip	\$3,210.19

The cost per PM peak hour trip is \$3,210.19.

The total cost per trip (is then applied to the daily PM peak hour trips generated by various land use types. The more trips that are associated with a particular land use or development, the greater its impact on the street system.

The IFFP explains that trips generated need to be divided by two in order to avoid double-counting such as when a person leaves home and goes to work.

“There is a minor discrepancy in the way ITE calculates trips and the way trips or roadway volumes are calculated in the travel demand modeling used in the Springville TMP. This discrepancy is explained by the model roadway volumes and capacities being calculated using daily traffic volumes rather than trips on the roadway. Essentially this means that a travel demand model “trip” or unit of volume is counted once as a vehicle leaves home, travels on the road network and then arrives at work. This vehicle will only be counted as it travels on the roadway network. The ITE Trip Generation method uses driveway counts as its measure of a trip. Therefore, a vehicle making the same journey will be counted once as it leaves home and once again as it arrives at work for a total of two trips. This can be rectified simply by adjusting the ITE Trip Generation rates by one-half; this calculation will be evident in the IFA.” (IFFP page 5)

This adjustment by 50 percent has been made in the calculation of impact fees shown below, as well as adjustments for pass-thru traffic.

TABLE 11: SUMMARY OF IMPACT FEES

ITE Code	Category	Units; Per	ITE Trips	Pass-By Trips	Adjusted Trips	Maximum Fee PM Peak Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	0.34	0	0.17	\$545.73
140	General Manufacturing	1000 Sq. Feet Gross Floor Area	0.74	0	0.37	\$1,187.77
150	Warehouse	1000 Sq. Feet Gross Floor Area	0.18	0	0.09	\$288.92
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	0.15	0	0.08	\$240.76
210	Single-Family Detached Housing	Dwelling Units	0.94	0	0.47	\$1,508.79
220	Multi-Family / (Low-Rise 1-2 Levels)	Dwelling Units	0.51	0	0.26	\$818.60
221	Multi-Family (Mid-Rise 3-10 Levels)	Dwelling Units	0.39	0	0.20	\$625.99
222	Multi-Family (High-Rise >10 Levels)	Dwelling Units	0.32	0	0.16	\$513.63
240	Mobile Home / RV Park	Dwelling Units	0.58	0	0.29	\$930.95
254	Assisted Living Center	1000 Sq. Feet Gross Floor Area	0.24	0	0.12	\$385.22
310	Hotel	Rooms	0.59	0	0.30	\$947.01
445	Movie Theater	1000 Sq. Feet Gross Floor Area	6.17	0	3.09	\$9,903.43
492	Health/Fitness Club	1000 Sq. Feet Gross Floor Area	3.45	0	1.73	\$5,537.57
520	Elementary School	Students	0.16	0	0.08	\$256.82
522	Middle School / Junior High School	Students	0.15	0	0.08	\$240.76
525	High School	Students	0.14	0	0.07	\$224.71
534	Private High School	Students	0.19	0	0.10	\$304.97
560	Church	1000 Sq. Feet Gross Floor Area	0.49	0	0.25	\$786.50
565	Day Care Center	1000 Sq. Feet Gross Floor Area	11.12	0.44	3.11	\$9,995.24
590	Library	1000 Sq. Feet Gross Floor Area	8.16	0	4.08	\$13,097.57
610	Hospital	1000 Sq. Feet Gross Floor Area	0.86	0	0.43	\$1,380.38
710	General Office Building	1000 Sq. Feet Gross Floor Area	1.44	0	0.72	\$2,311.34
720	Medical-Dental Office Building	1000 Sq. Feet Gross Floor Area	3.93	0	1.97	\$6,308.02
730	Government Office Building	1000 Sq. Feet Gross Floor Area	1.71	0	0.86	\$2,744.71
770	Business Park	1000 Sq. Feet Gross Floor Area	1.22	0	0.61	\$1,958.21
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	2.25	0	1.13	\$3,611.46
816	Hardware/Paint Store	1000 Sq. Feet Gross Floor Area	2.98	0.26	1.10	\$3,539.55
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945	Gasoline/Service Station with Convenience Store	Vehicle Fueling Position	18.42	0.56	4.05	\$13,008.97
947	Self Service Car Wash	Wash Stalls	5.54	0	2.77	\$8,892.22
948	Automated Car Wash	1000 Sq. Feet Gross Floor Area	77.5	0	38.75	\$124,394.78

The above impact fee calculations are more fully described in the IFA, particularly on pages 6 through 15.

4. Non-standard Impact Fees. The City reserves the right under the Act to assess an adjusted impact fee that more closely matches the true impact that the land use will have upon the Transportation system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category.
5. Impact Fee Adjustments.
 - a. The City Council is authorized to adjust the standard fee at the time the fee is charged to:
 - i. respond to:
 1. unusual circumstances in specific cases; or
 2. a request of a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has or will be collected, and
 - ii. ensure that the impact fees are imposed fairly.
 - b. The impact fee may be adjusted for a particular development based on studies or data provided by a developer after review by the City's Impact Fee Administrator and approval by the City Council.
6. Credits and Reimbursements.
 - a. A developer, including a school district or a charter school, shall receive a credit against or proportionate reimbursement of an impact fee from the City if the developer:
 - i. dedicates land for a system improvement,
 - ii. builds and dedicates some or all of a system improvement, or
 - iii. dedicates a public facility that the City and the developer agree will reduce the need for a system improvement.

- b. The City shall require a credit against the impact fee for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:
 - i. are system improvements, or
 - ii. A. are dedicated to the public, and
 - B. offset the need for an identified system improvement.

SECTION 5: Assessment.

The Transportation Impact Fee shall be charged for all new development or whenever a use on a property increases demand on Springville City's transportation system. In the latter instance, the impact fee shall be based on the increased demand on the transportation system. The impact fee shall be charged throughout the Service Area.

SECTION 6: Expenditure of Impact Fees.

The City may expend impact fees only for a system improvement identified in the Impact Fee Facilities Plan and for the specific public facility type for which the fee was collected. Impact fees will be expended on a first-in-first-out basis. Impact fees collected pursuant to this Ordinance shall be expended or encumbered for a permissible use within six (6) years of their receipt. The City may hold the fees for longer than six (6) years if it identifies, in writing, an extraordinary and compelling reason why the fees should be held longer than six (6) years and an absolute date by which the fees will be expended.

SECTION 7: Refunds.

The City shall refund any impact fee paid by a developer, when:

- 1. the developer does not proceed with the development activity and has filed a written request for a refund;
- 2. the fee has not been spent or encumbered; and
- 3. no impact has resulted.

An impact that would preclude a developer from a refund from the City may include any impact reasonably identified by the City, including but not limited to, the City having sized facilities and/or paid for, installed and/or caused the installation of facilities based, in whole or in part, upon the developer's planned development activity even though that capacity may, at some future time, be utilized by another development.

SECTION 8: Impact Fee Challenges.

A person or entity that has standing to challenge an impact fee may appeal the impact fee pursuant to Title 14, Chapter 5 of the Springville City Code. The procedures and time limitations for challenging Ordinance #__-2026

an impact fee, including procedures for mediation and/or arbitration, shall be as set forth in Sections 11-36a-702 through 705 of the Act. The applicable remedies for an impact fee challenge shall be limited to those set forth in Section 11-36a-701 of the Act.

SECTION 9: Accounting of Impact Fees.

The City shall follow all of the accounting and reporting requirements found in Section 11-36a-601 of the Act.

SECTION 10: Severability.

If any portion or provision of this Ordinance shall be declared invalid for any reason, such decision shall not affect the remaining portions of this Ordinance that shall remain in full force and effect. For this purpose, the provisions of this Enactment are declared to be severable.

SECTION 11: Effective Date.

This Ordinance will become effective within 90 days of the date of approval and adoption.

ADOPTED by the City Council of Springville, Utah, this 17th day of March, 2026.

SPRINGVILLE CITY

Matt Packard, MAYOR

ATTEST:

Kim Crane, CITY RECORDER

Exhibit B - Transportation IFFP



Springville Impact Fee Facilities Plan Update

January 2026



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I. INTRODUCTION

A. Background

This document is an update to the 2024 Springville City Impact Fee Facilities Plan (IFFP) completed by Horrocks and does not represent an entirely new project planning and impact fee process. This IFFP update is based on the 2024 Springville City Transportation Master Plan (TMP) completed by Horrocks. The following changes have been in coordination with Springville City staff as part of this update:

- Inflating project costs (5% per year) from 2024 TMP to represent 2026 costs
- Growing roadway volumes (2% per year) from the 2024 TMP to represent 2026 daily traffic volumes
- Minor updates in methodology to represent best practices
- Updates to inconsistencies in the 2024 IFFP
- Completed projects have been moved to the buy-in component
- Project funding sources have been updated to reflect the latest understanding of city versus outside funding splits

The 2024 TMP was not updated with the IFFP. Thus, the following was not changed:

- Project list (and specifically the need for these projects)
- Roadway capacities/cross-sections
- Original project cost estimates¹
- Original existing and future traffic volumes estimates

The 2024 TMP provides traffic volumes for 2024 and 2040 scenarios, not 2033. However, 2033 traffic volumes are provided in the previous IFFP. Thus, the traffic volumes used in this update are taken from the previous IFFP. When the TMP is updated, this IFFP should also be updated to reflect the most current analysis and traffic volumes.

B. Overview

The purpose of the Springville City Transportation Impact Fee Facilities Plan (IFFP) update is to identify public roadway improvements that are needed to accommodate anticipated development and to evaluate the amount that is impact fee eligible. Utah law requires cities to prepare an IFFP prior to preparing an impact fee analysis (IFA) and establishing an impact fee. According to Utah State Code Title 11, Chapter 36a, Section 302, the IFFP is required to accomplish the following:

- Identify the existing level of service (LOS)
- Establish a proposed LOS
- Identify any excess capacity to accommodate future growth at the proposed LOS
- Identify demands placed upon existing public facilities by new development activity at the proposed LOS
- Identify the means by which the political entity will meet those growth demands
- Include a general consideration of all potential revenue sources to finance system improvements

This analysis incorporates information from the Springville TMP (2024), which was completed by Horrocks. The TMP includes information regarding the existing and future demands on the transportation infrastructure and the proposed improvements to provide acceptable levels of service. The TMP also provides additional detail regarding the methodology used to determine future travel demand.

This document focuses on the improvements that will be needed over the next 6-10 years. Utah law requires that any impact fees collected for these improvements be spent within six years of being collected. This creates a rolling 6-10 year window depending on when fees are collected. Only capital improvements are included in this plan; all other maintenance and operation costs are assumed to be covered through the City's General Fund as tax revenues increase due to additional development. The city council may choose to adopt a fee lower than the maximum impact fee identified, but not higher.

¹ Cost estimates were updated for a few bridge/culvert projects where the previous cost estimates appeared to be unrealistically low

C. Service Area

The service area for the transportation impact fee analysis is the city of Springville, shown below in **Figure 1**.

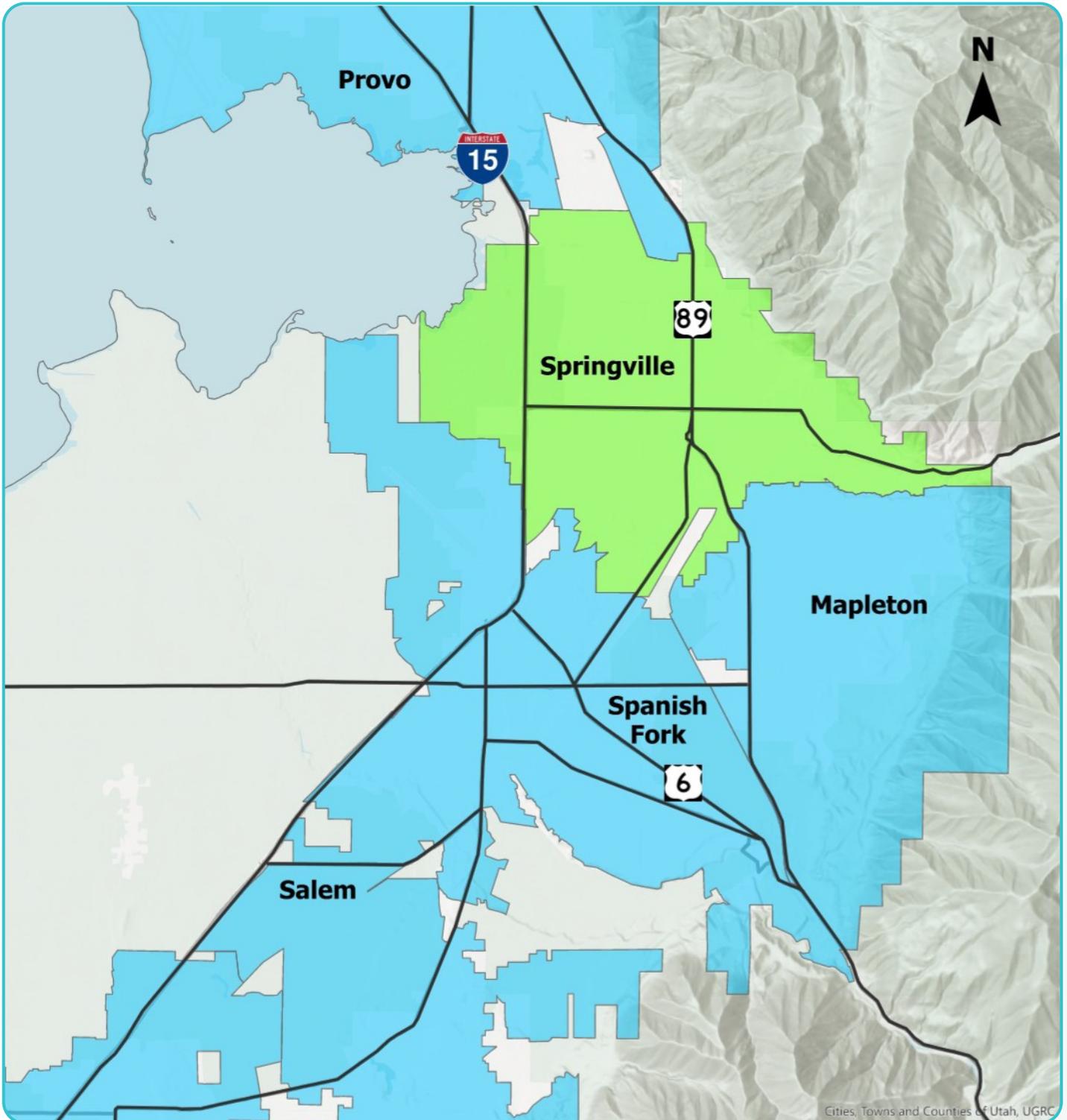


FIGURE 1: Service Area – Springville City

II. ANALYSIS METHODOLOGY

A. Purpose

The purpose of this chapter is to discuss the Level of Service (LOS) methodology and the proposed LOS threshold for Springville City roadways. According to Utah State Code Title 11, Chapter 36a, Section 102, LOS is defined as “the defined performance standard or unit of demand for each capital component of a public facility within a service area.” The LOS of a roadway segment or intersection is used to determine if capacity improvements are necessary. LOS is measured on a roadway segment using its daily traffic volume and at an intersection based on a high-level analysis of the intersection.

B. Proposed LOS

Level of Service (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the least traffic congestion and F the most traffic congestion.

LOS methodology from the previous TMP (and thus also the IFFP) are utilized in this update. Information on their methodology is provided on Page 9 of the Springville TMP (2024). These daily capacity thresholds are based on providing LOS D or better during peak hours, and are provided below in **Table 1** and **Table 2**.

TABLE 1: SUBURBAN ARTERIAL LOS CAPACITY CRITERIA IN VEHICLES PER DAY (2024 IFFP TABLE 5)

Lanes	LOS C	LOS D	LOS E
3	12,400	15,100	17,700
5	28,500	32,800	40,300
7	43,000	50,500	63,400

Source: Utah/Wasatch Front Specific Daily Capacity Estimates; MAG & WFRC

TABLE 2: SUBURBAN COLLECTOR LOS CAPACITY CRITERIA IN VEHICLES PER DAY (2024 IFFP TABLE 6)

Lanes	LOS C	LOS D	LOS E
2	9,700	12,100	14,500
3	10,800	13,400	16,100
5	23,100	26,900	33,900

Source: Utah/Wasatch Front Specific Daily Capacity Estimates; MAG & WFRC

The proposed LOS provides a standard of evaluation for roadway conditions. This standard will determine whether or not a roadway will need improvements. According to Utah State Code Title 11, Chapter 36a, Section 302:

“(b) A proposed level of service may diminish or equal the existing level of service.

(c) A proposed level of service may:

(i) exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or

(ii) establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.”

As noted in the Springville TMP (2024):

LOS D was adopted by the Springville City Council with the general plan for system streets (collectors and arterials) as acceptable for future planning and was used in this TMP.

Therefore, improvements are recommended and eligible for impact fees for roadways that are projected to operate at LOS E or F in the future.

C. Excess Capacity

An important element of the IFFP is the determination of excess capacity on the roadway network. Excess capacity is defined as the amount of available capacity on any given street in the roadway network under existing conditions. This capacity is available for new development in the City before additional infrastructure will be needed. This represents a buy-in component from the City if the existing residents and businesses have already paid for these improvements.

New roads do not have any existing excess capacity, and roads that are not under city jurisdiction have their capacity information removed from the calculations. The excess capacity for roadways that are identified as needing improvements in the IFFP was calculated and accounted for in the impact fee calculations.

D. Trips

The unit of demand for transportation impact is the PM peak hour vehicle trip. A vehicle trip is defined by the Institute of Transportation Engineers (ITE) as a “single or

one-direction vehicle movement with either the origin or the destination (exiting or entering) inside a study site”. The total traffic impact of a new development can be determined by the sum of the total number of vehicle trips generated by a development during the PM peak hour of a typical weekday. This trip generation number or impact can be estimated for an individual development using the ITE Trip Generation Manual. ITE’s trip data is based on data collection at numerous sites over several decades.

According to the 2024 IFFP ITE trip generation rates were divided by one-half. This same approach was taken in this updated IFFP.

There is a minor discrepancy in the way ITE calculates trips and the way trips or roadway volumes are calculated in the travel demand model used in the Springville TMP. This discrepancy is explained by the model roadway volumes and capacities being calculated using daily traffic volumes rather than trips on the roadway. Essentially, this means that a travel demand model “trip” or unit of volume is counted once as a vehicle leaves home, travels on the road network, and then arrives at work. These vehicles will only be counted as they travel on the roadway network. The ITE Trip Generation method uses driveway counts as its measure of a trip. Therefore, a vehicle making the same journey will be counted once as it leaves home and once again as it arrives at work for a total of two trips. This can be rectified simply by adjusting the ITE Trip Generation rates by one-half, this calculation will be evident in the IFA.

An additional consideration is that certain developments generate pass-by trips. Pass-by trips are stops taken on the way from one development to another. An example of this is someone stopping at a gas station on the way home from work. The pass-by trip is still counted at the gas station access. However, the pass-by trip was completed by a vehicle already on the road due to other developments.

Pass-by trips do not add additional traffic to the roadway and, therefore, do not create additional impact. Many land-use types in the ITE Trip Generation Manual have a suggested reduction for pass-by trips where applicable. In each case, the trip reduction rate will be applied to the trip generation rate used in the IFA.

E. Cut-through Trips

Trips that do not have an origin or destination within Springville City are referred to as “cut-through trips” or in the 2024 IFFP “pass-through trips”. These trips need to be removed from the impact fee calculation. For example, if the driver of a vehicle starts a trip in Mapleton, travels through Springville City, and ends that trip in Provo, this trip adds traffic to a Springville roadway. However, the cost of the incremental congestion it adds to Springville City roadways cannot be recovered through impact fees. The details behind these calculations are described in Chapter 4 of this document. The details behind the cut-through trips were described on page 16 of the 2024 IFFP.

This percentage is determined using the MAG Travel Demand Model. The Travel Demand Model determines pass-through traffic by keeping track of the origin, destination, and path for each vehicle trip generated. When the vehicle trip uses a roadway in Springville and the origin and destination of that trip is located outside of Springville, that trip is considered a pass-through trip.

F. Existing Overcapacity

If a project is identified for a roadway that is already operating with volumes in excess of the acceptable capacity, the volume of existing traffic that is above capacity is accounted for in calculating the percent of project cost that is eligible for inclusion in the impact fee. The volume of existing traffic that exceeds existing capacity is subtracted from the volume of future traffic that exceeds existing capacity when determining the amount of new development-related traffic projected to use the newly created roadway capacity.

No roadways in Springville with projects planned currently exceed their existing capacity, thus this category was not included in the final impact fee calculation table.

G. Intersection Projects

If trips resulting from new growth require an intersection to be upgraded, the full cost of the intersection is impact fee eligible. If it weren't for new development, the existing intersection configuration would be adequate. Thus, excess capacity is not accounted for with intersection projects.

H. System and Project Improvement

There are nine primary classifications of roads defined in the Springville TMP:

- Principal Arterial
- Major Arterial with Trail
- Major Arterial
- Minor Collector with 10' Trail
- Minor Collector (3-Lanes)
- Minor Collector (2-Lanes)
- Commercial Local
- Residential Local
- Country Lane

For the purpose of capacity in the IFFP, the capacities for arterials and collectors identified in the Existing Traffic Volumes and Level of Service section of the TMP were used.

Improvements made to collectors and arterials are considered system improvements as defined in the Utah Impact Fee Law, as these streets serve users from multiple developments. All intersection improvements on existing and future collectors and arterials are also considered system improvements. System improvements may include anything within the roadway, such as curb and gutter, asphalt, road base, sidewalks/trails, lighting, and signing for collectors and arterials. These projects are eligible to be funded with impact fees and are included in this IFFP.

According to the 2024 IFFP, the City responsibility cost for each new road is determined as the percentage of the total project cost beyond a local street classification. For example, a Minor Collector Street is 17% more costly than a local street. Thus, the City responsible (impact fee eligible) portion of a new Minor Collector is 17%.

III. TRANSPORTATION DEMANDS

A. Purpose

The purpose of this chapter is to identify the existing and future transportation demands on Springville roadway facilities. Future transportation demands are based on new development in the City. Once defined, the transportation demands help identify roadways that have excess capacity and those that require additional capacity due to high transportation demands.

B. Existing Roadway Conditions

The existing LOS of major roadways in Springville City is shown in the TMP. As shown, all major City roadways are currently operating at an acceptable LOS (D or better). Two intersections are operating at LOS E or worse:

- Main Street (US-89) & 400 South (SR-77)
- 400 East & 400 South (SR-77)

C. Future Roadway Conditions

2033 traffic volumes were obtained from the 2024 IFFP (Table 5 on page 17). These volumes were then grown 2% per year to represent 2036.

The 2024 IFFP estimated an existing **19,378 PM peak hour trips in 2024**. This was grown 2% per year to 20,153 in 2026. The previous 10-year growth estimate of 7,877 PM peak hour trips was utilized to provide an estimated 28,030 PM peak hour trips in 2036.



IV. MITIGATION PROJECTS

A. Purpose

The purpose of this chapter is to discuss the recommended improvements and new roadways that will mitigate capacity deficiencies on City roadways, as well as the cost of those improvements. The cost of the recommended improvements is critical in the calculation of the impact fees.

B. Future Projects

Poor levels of service on roadways are generally mitigated by building new roads or adding travel lanes. In some cases, additional lanes can be gained by re-striping the existing pavement width. This can be accomplished by eliminating on-street parking, creating narrower travel lanes, or adding two-way left-turn lanes where they don't currently exist. Improvements can also be made at intersections to improve LOS by adding turn lanes or by changing the intersection type or the intersection control. At signalized intersections, methods to improve intersection LOS include additional left- and right-turn lanes and signal-timing improvements.

For the purposes of this IFFP, only projects that are planned to be completed by 2036 will be considered. These projects represent a list of needed projects developed in the 2024 TMP and IFFP and do not reflect a full update of evaluating new project needs. **Table 3** and **Table 4** shows all City projects expected to be constructed by 2036, and thus to be included in the IFFP analysis. Project numbering is consistent with the 2024 TMP and IFFP. UDOT projects will be funded entirely with state funds and are therefore not eligible for impact fee expenditure and are not included in this analysis. The roadway and intersection projects planned to be completed by 2036 are shown in **Figure 2** and **Figure 3**, respectively.

The costs shown herein represent current 2026 costs. The impact fee analysis should be updated regularly to account for changes in cost estimates over time.

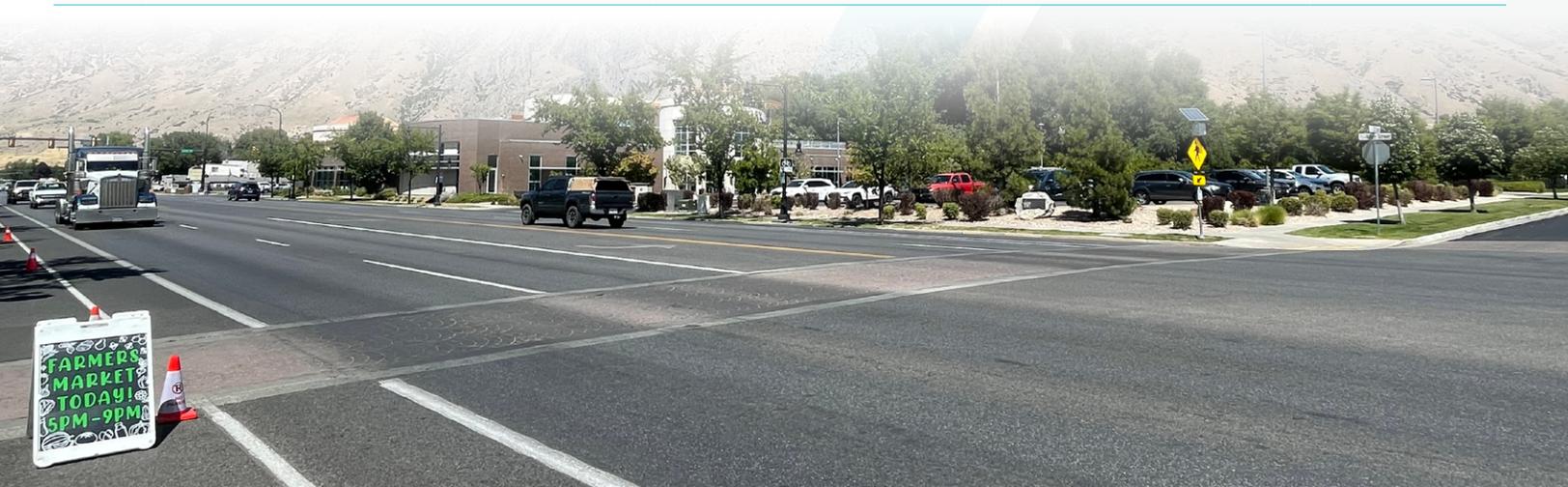


TABLE 3: SPRINGVILLE CITY 2036 ROADWAY PROJECT LIST

#	Project	Type	Functional Class	Responsibility	2026 Inflated Cost
7B	1200 West: 400 South to 550 North	New Construction	Major Arterial with Trail (5-Lanes)	Springville / MAG	\$6,472,000
7C	1200 West: 550 North to SR-75	New Construction	Major Arterial with Trail (5-Lanes)	Springville / MAG	\$7,998,000
7D	1200 West: 1600 South to Canyon Creek Parkway	New Construction	Major Arterial with Trail (5-Lanes)	Springville / MAG	\$2,616,000
8	1600 South: I-15 to State Street	Widening	Major Arterial (5-Lanes)	UDOT	\$51,408,000
11A	2600 West: 400 South to 500 North	New Construction	Major Arterial with Trail (5-Lanes)	Springville / MAG	\$5,698,000
15	900 South: Spring Canyon Way to SR-51	New Construction	Minor Collector (2-Lanes)	Springville / Developer	\$7,323,000
17	Connection of Wood Springs Drive and 1000 North	New Construction	Minor Collector (2-Lanes)	Springville / Developer	\$1,294,000
19	Center Street: Spring Oaks Drive to 2080 East	New Construction	Minor Collector (2-Lanes)	Springville	\$593,000
45	1500 West: 400 South to 900 South	New Construction	Minor Collector (2-Lanes)	Springville / Developer	\$7,173,000
46	New Road: Mapleton to Spanish Fork	New Construction	Minor Collector (2-Lanes)	Springville	\$8,557,000
47	1000 North: Spring Creek Road to 1000 North	New Construction	Commercial Local (2-Lanes)	Springville	\$3,367,000
49	550 West: 550 West to 450 West	New Construction	Minor Collector (2-Lanes)	Springville / Developer	\$4,732,000
51	700 South: 1500 West to 1250 West	New Construction	Minor Collector with Trail (3-Lanes)	Springville / Developer	\$2,125,000
52A	Frontage Road: 1000 North to Center Street (excluding culvert)	New Construction	Minor Collector (2-Lanes)	Springville / Developer	\$8,136,000
53	2600 West: 550 North to SR-75	New Construction	Major Arterial with Trail (5-Lanes)	Springville / MAG	\$11,153,700
60	900 South: 1750 West to 1500 West	New Construction	Minor Collector (2-Lanes)	Springville / Developer	\$2,314,000
64	950 West: Realignment 700 North to 850 North	Realignment	Minor Collector (2-Lanes)	Springville	\$1,046,000
66	1500 West: Center St to 400 S	New Construction	Minor Collector (2-Lanes)	Springville / Developer	\$5,142,000
67	900 South: 1500 West to 1200 West	New Construction	Minor Collector (2-Lanes)	Springville / Developer	\$2,690,000
70	450 West: 700 South to 1600 South	New Construction	Minor Collector (2-Lanes)	Springville / Developer	\$9,265,000
71	1600 South to Project 46	New Construction	Minor Collector (2-Lanes)	Springville	\$7,786,000
77a	1200 East: Canyon Road to 900 South (with signal)	New Construction	Minor Collector (2-Lanes)	Springville / School District	\$4,614,000
77b	620 South: Canyon Road to 900 South	Realignment	Minor Collector (2-Lanes)	Springville	\$4,449,000
81	Spanish Fork Main Street: 400 South to South Border	Widening	Major Arterial with Trail (5-Lanes)	Springville	\$3,478,000
89	550 North: 1500 West to 950 West	Complete Streets	Minor Collector (2-Lanes)	Springville	\$1,702,000
90	950 West: 550 North to 400 South	Complete Streets	Minor Collector (2-Lanes)	Springville	\$1,863,000
92	950 West: 400 South to 1000 South	Widening	Minor Collector (2-Lanes)	Springville	\$804,000
98	1150 North: Main Street to 200 East	Complete Streets	Minor Collector (2-Lanes)	Springville	\$146,000
102	800 East: Center Street to 100 South	Complete Streets	Minor Collector (2-Lanes)	Springville	\$25,000
103	800 East: Brookside Drive to 650 South	Complete Streets	Minor Collector (2-Lanes)	Springville	\$147,000
104	900 East: 400 North to 200 North	Complete Streets	Minor Collector (2-Lanes)	Springville	\$235,000
106	Center Street/2080 East: Spring Oaks Drive to New Road	New Construction	Minor Collector (2-Lanes)	Springville	\$513,000
108	2080 East: 700 South to Canyon Road	Complete Streets	Minor Collector (2-Lanes)	Springville	\$529,000
109	2000 East: Canyon Road to Southeast Border	Complete Streets	Minor Collector (2-Lanes)	Springville	\$1,321,000
110	600 West: 1450 South to Evergreen Road	New Construction	Commercial Local (2-Lanes)	Springville	\$1,207,000
111	Evergreen Road: State Street to 1200 West	New Construction	Minor Collector (2-Lanes)	Springville / Developer	\$11,025,000
112	950 West: 1600 South to south border	New Construction	Minor Collector (2-Lanes)	Springville / Developer	\$11,025,000

TABLE 4: SPRINGVILLE CITY 2036 INTERSECTION PROJECT LIST

#	Intersection	Improvement	Responsibility	2026 Inflated Cost
11B	2600 West / Center Street and 2600 West / 300 North	Roundabouts	Springville / Developer	\$2,413,000
11C	2600 West (between 400 South and 500 North)	Two TOUCAN bicycle signals	Springville / Developer	\$560,000
13	1750 West / 1000 North	Roundabout	Springville	\$1,207,000
21	2600 West / 400 South	Intersection Improvements	UDOT	\$280,000
22	1200 West / 400 South	Intersection Improvements	Springville / MAG	\$280,000
23	Wood Springs Drive / 400 South	Intersection Improvements	UDOT	\$280,000
27	1400 North / 1100 West	Intersection Improvements	UDOT	\$280,000
28	1600 South / 1200 West	Intersection Improvements	UDOT	\$280,000
29	Wallace Drive / 1600 South	Intersection Improvements	UDOT	\$280,000
30	1750 West / 1600 South	Intersection Improvements	UDOT	\$280,000
35	400 North / 450 West	Railroad Crossing	Springville	\$4,300,000
36	1500 West / 900 South	Railroad Crossing	UTA	\$5,513,000
38	900 South / 600 West	Railroad Crossing	Springville	\$777,000
52B	1000 North / Frontage Road	Bridge/Culvert	Springville	\$2,750,000
59	Canyon Road / 620 South	Signal	Springville	\$1,207,000
63	900 South / 800 East	Roundabout	Springville	\$876,000
72	500 North / 1200 West and Center Street / 1200 West	Roundabouts	Springville	\$4,826,000
73	1000 North / 1200 West	Intersection Improvements	Springville	\$1,207,000
105	Red Devil Drive / 620 South	Roundabout	Springville	\$1,158,000
113	950 West / 1600 South	Intersection Improvements	UDOT	\$1,207,000
114	600 West / 1600 South	Intersection Improvements	UDOT	\$1,207,000
115	400 West / 1600 South	Intersection Improvements	UDOT	\$1,207,000
116	1700 East / Canyon Road	Intersection Improvements	Springville	\$1,207,000
117	400 East / Center Street	Roundabout	Springville	\$1,207,000



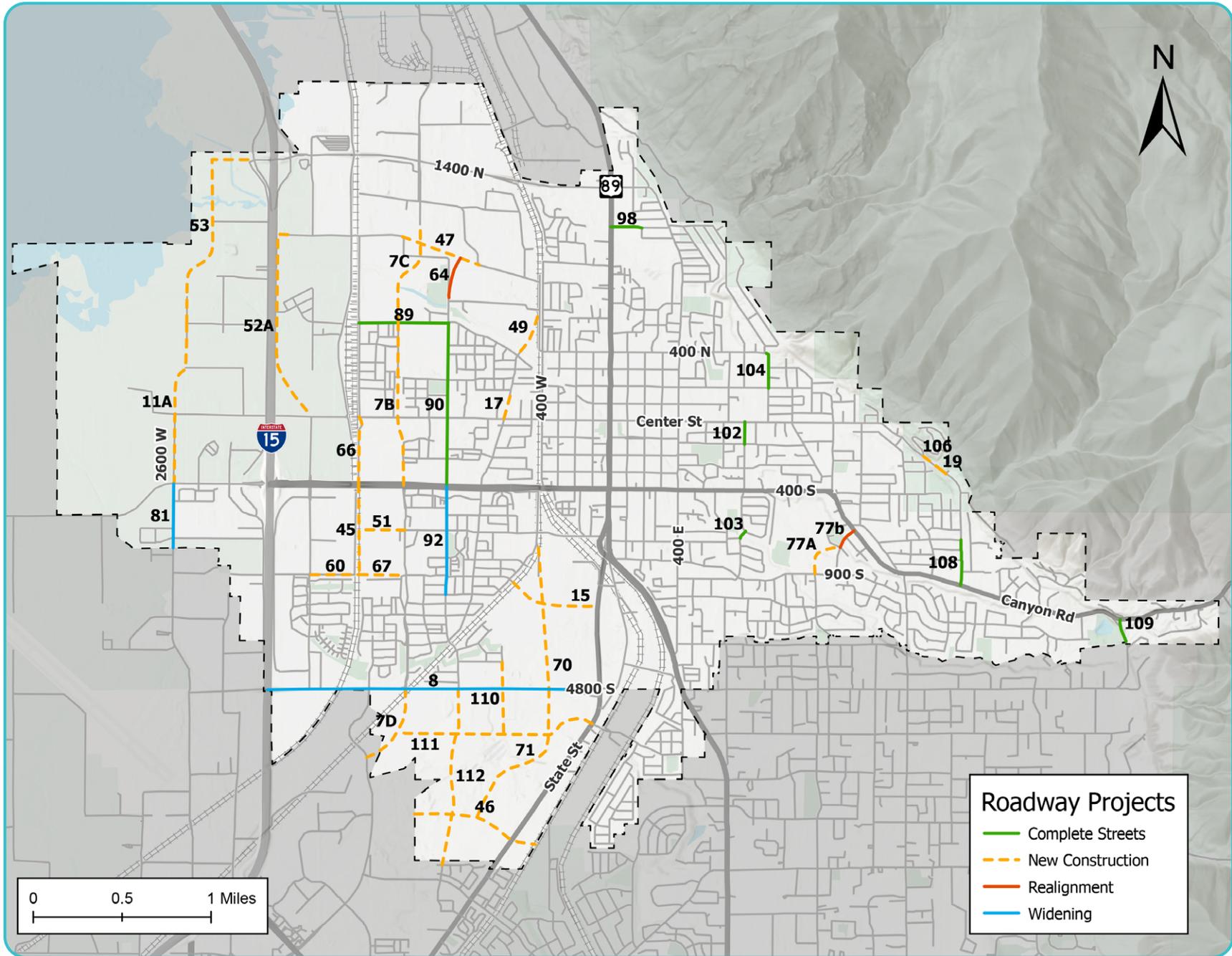


FIGURE 2: Phase 1 Roadway Projects

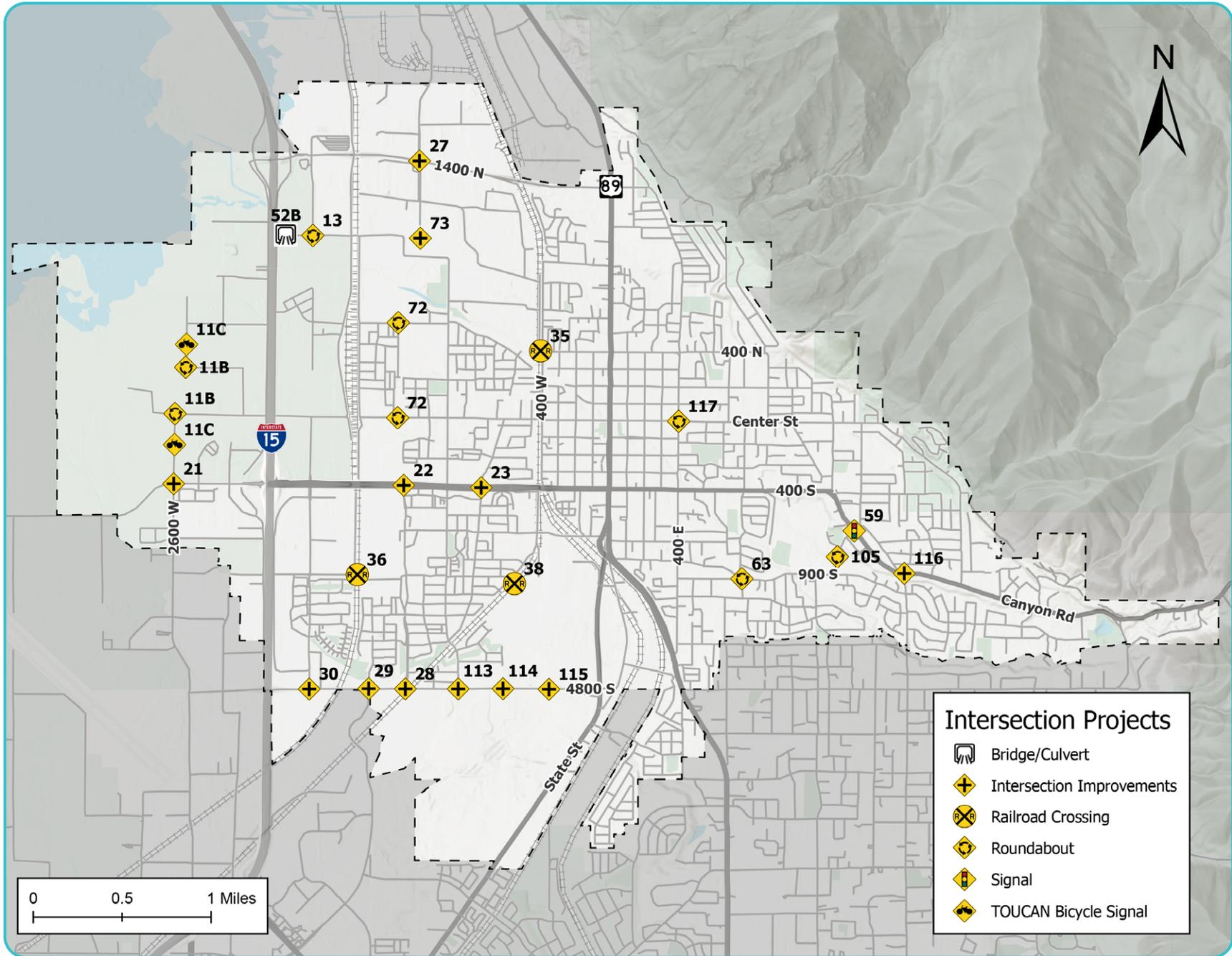


FIGURE 3: Phase 1 Intersection Projects

C. Project Costs Attributable to Future Growth

Table 3 and **Table 4** represent all projects expected to be constructed by 2036 based on the analysis in the TMP. The total cost for all projects is estimated to be **\$234,760,700**. Only a portion of the total cost is impact fee eligible. Some projects are expected to be partially or fully funded by developers. Funding for regional projects can also come through other sources, such as the local metropolitan planning organization, UDOT, or the County. The City will need to find funding to cover the portion of the projects that are not impact fee eligible, and are not fully funded by developers or outside sources. The cost due to future growth can be shared by new development through the assessment of transportation impact fees.

The amount of each project to be funded by impact fees varies depending on the cut-through traffic, projected traffic volumes, and capacity of each roadway. A vehicle trip is considered cut-through when the origin and the destination for a specific trip occurs outside the city limits. Specific cut-through values were assigned to each project roadway based on **Table 5**. Cut-through values which were not provided in this table were estimated based on engineering judgment and previous travel modeling work done for adjacent cities.

TABLE 5: CUT-THROUGH PERCENTAGES (2024 IFFP TABLE 4)

Project	Location	Added Capacity	Pass-Through Volume	Impact Fee Reduction%
7B	1200 West: 400 South to 550 North (New Road)	32,800	817	2%
7C	1200 West: 550 North to SR-75 (New Road)	32,800	817	2%
7D	1200 West: 1600 South to Canyon Creek Pkwy (New Road)	32,800	817	2%
14	900 South: 1200 West to RR Crossing (Project 38)	5,000	279	6%
16	Connection of Mattea Lane & 750 West (New Road)	12,100	242	2%
45	1500 West: Center Street to 900 South	5,000	17	1%
67	900 South: 1500 West to 1200 West	12,100	484	4%
69	700 South New Road: 950 West to 450 West (New Road)	5,000	15	1%
70	450 West New Road: 700 South to 1600 South	5,000	195	4%
81	Spanish Fork Main Street: 400 South to South Border	6,500	1,173	19%

The impact fee eligibility of each project was calculated by dividing the total new development-related component of the future (2036) traffic volume that exceeds existing capacity by roadway capacity added with construction of the proposed project. This eligibility percentage was then multiplied by the project cost to calculate the impact fee eligible cost for each project. The following formulas outline how the impact fee eligible cost was calculated.

$$2036 \text{ ADT in Excess of } 2026 \text{ Capacity} = 2036 \text{ ADT} - 2026 \text{ Capacity}$$

$$2026 \text{ ADT in Excess of } 2026 \text{ Capacity} = 2026 \text{ ADT} - 2026 \text{ Capacity}$$

¹ If 2036 ADT is greater than 2036 capacity, then use 2036 capacity

$$\% \text{ Impact Fee Eligible} = \frac{2036 \text{ ADT in Excess of } 2026 \text{ Capacity} - 2026 \text{ ADT in Excess of } 2026 \text{ Capacity}}{\text{New Capacity}} \times (1 - \% \text{ cut through})$$

$$\text{Impact Fee Eligible Cost} = \% \text{ Impact Fee Eligible} \times \text{Total Project Cost}$$

A summary of the costs and impact fee eligibility of each project is shown in **Table 6** and **Table 7**. As shown, the total impact fee eligible cost for planned Springville City projects expected to be completed by 2036 is **\$27,145,000**.

TABLE 6: SPRINGVILLE CITY 2036 ROADWAY PROJECT IMPACT FEE ELIGIBLE COST SUMMARY

Project Number	Project	Type	Functional Class	2026 Inflated Cost ^{2,3}	Outside Funding Sources ¹	% Springville	Springville City Total	Existing Capacity	Built Capacity	Added Capacity	2036 Volume	Excess Capacity	Excess Capacity %	% Cut-through	% Impact Fee Eligible	Impact Fee Eligible Cost
7B	1200 West: 400 South to 550 North	New Construction	Major Arterial with Trail (5-Lanes)	\$6,472,000	MAG	6.77%	\$438,000	0	32,800	32,800	27,900	4,900	15%	2%	83%	\$364,000
7C	1200 West: 550 North to SR-75	New Construction	Major Arterial with Trail (5-Lanes)	\$7,998,000	MAG	6.77%	\$541,000	0	32,800	32,800	27,900	4,900	15%	2%	83%	\$449,000
7D	1200 West: 1600 South to Canyon Creek Parkway	New Construction	Major Arterial with Trail (5-Lanes)	\$2,616,000	MAG	6.77%	\$177,000	0	32,800	32,800	13,800	19,000	58%	2%	40%	\$71,000
8	1600 South: I-15 to State Street	Widening	Major Arterial (5-Lanes)	\$51,408,000	UDOT FULLY FUNDED											
11A	2600 West: 400 South to 500 North	New Construction	Major Arterial with Trail (5-Lanes)	\$5,698,000	MAG	50%	\$2,849,000	0	32,800	32,800	21,400	11,400	35%	0%	65%	\$1,859,000
15	900 South: Spring Canyon Way to SR-51	New Construction	Minor Collector (2-Lanes)	\$7,323,000	Developer	17%	\$1,245,000	0	12,100	12,100	1,200	10,900	90%	0%	10%	\$123,000
17	Connection of Wood Springs Drive and 1000 North	New Construction	Minor Collector (2-Lanes)	\$1,294,000	Developer	17%	\$220,000	0	12,100	12,100	2,400	9,700	80%	0%	20%	\$44,000
19	Center Street: Spring Oaks Drive to 2080 East	New Construction	Minor Collector (2-Lanes)	\$593,000	-	100%	\$593,000	0	12,100	12,100	200	11,900	98%	0%	2%	\$10,000
45	1500 West: 400 South to 900 South	New Construction	Minor Collector (2-Lanes)	\$7,173,000	Developer	17%	\$1,219,000	0	12,100	12,100	1,800	10,300	85%	1%	14%	\$169,000
46	New Road: Mapleton to Spanish Fork	New Construction	Minor Collector (2-Lanes)	\$8,557,000	-	17%	\$1,455,000	0	12,100	12,100	4,200	7,900	65%	20%	15%	\$214,000
47	1000 North: Spring Creek Road to 1000 North	New Construction	Commercial Local (2-Lanes)	\$3,367,000	NOT IMPACT FEE ELIGIBLE (LOCAL ROADWAY)											
49	550 West: 550 West to 450 West	New Construction	Minor Collector (2-Lanes)	\$4,732,000	Developer	17%	\$804,000	0	12,100	12,100	1,200	10,900	90%	0%	10%	\$80,000
51	700 South: 1500 West to 1250 West	New Construction	Minor Collector with Trail (3-Lanes)	\$2,125,000	Developer	17%	\$361,000	0	13,400	13,400	2,100	11,300	84%	0%	16%	\$57,000
52A	Frontage Road: 1000 North to Center Street (excluding culvert)	New Construction	Minor Collector (2-Lanes)	\$8,136,000	Developer	17%	\$1,383,000	0	12,100	12,100	6,100	6,000	50%	0%	50%	\$697,000
53	2600 West: 550 North to SR-75	New Construction	Major Arterial with Trail (5-Lanes)	\$11,153,700	MAG	6.77%	\$755,000	0	32,800	32,800	8,000	24,800	76%	0%	24%	\$184,000
60	900 South: 1750 West to 1500 West	New Construction	Minor Collector (2-Lanes)	\$2,314,000	Developer	17%	\$393,000	0	12,100	12,100	3,400	8,700	72%	4%	24%	\$95,000
64	950 West: Realignment 700 North to 850 North	Realignment	Minor Collector (2-Lanes)	\$1,046,000	NOT IMPACT FEE ELIGIBLE (NO ADDED CAPACITY)											
66	1500 West: Center St to 400 S	New Construction	Minor Collector (2-Lanes)	\$5,142,000	Developer	17%	\$1,271,000	0	12,100	12,100	1,100	11,000	91%	0%	9%	\$116,000
67	900 South: 1500 West to 1200 West	New Construction	Minor Collector (2-Lanes)	\$2,690,000	Developer	17%	\$457,000	0	12,100	12,100	3,400	8,700	72%	4%	24%	\$110,000
70	450 West: 700 South to 1600 South	New Construction	Minor Collector (2-Lanes)	\$9,265,000	Developer	17%	\$1,575,000	0	12,100	12,100	1,600	10,500	87%	4%	9%	\$145,000
71	1600 South to Project 46	New Construction	Minor Collector (2-Lanes)	\$7,786,000	-	100%	\$7,786,000	0	12,100	12,100	1,800	10,300	85%	4%	11%	\$847,000
77a	1200 East: Canyon Road to 900 South (with signal)	New Construction	Minor Collector (2-Lanes)	\$4,614,000	-	50%	\$2,307,000	0	12,100	12,100	3,700	8,400	69%	0%	31%	\$705,000
77b	620 South: Canyon Road to 900 South	Realignment	Minor Collector (2-Lanes)	\$4,449,000	NOT IMPACT FEE ELIGIBLE (NO ADDED CAPACITY)											
81	Spanish Fork Main Street: 400 South to South Border	Widening	Major Arterial with Trail (5-Lanes)	\$3,478,000	-	100%	\$3,478,000	12,100	32,800	20,700	10,500	22,300	81%	19%	0%	\$0
89	550 North: 1500 West to 950 West	Complete Streets	Minor Collector (2-Lanes)	\$1,702,000	NOT IMPACT FEE ELIGIBLE (NO ADDED CAPACITY)											
90	950 West: 550 North to 400 South	Complete Streets	Minor Collector (2-Lanes)	\$1,863,000	NOT IMPACT FEE ELIGIBLE (NO ADDED CAPACITY)											
92	950 West: 400 South to 1000 South	Widening	Minor Collector (2-Lanes)	\$804,000	ALREADY BUILT - MOVED TO BUY-IN											
98	1150 North: Main Street to 200 East	Complete Streets	Minor Collector (2-Lanes)	\$146,000	NOT IMPACT FEE ELIGIBLE (NO ADDED CAPACITY)											
102	800 East: Center Street to 100 South	Complete Streets	Minor Collector (2-Lanes)	\$25,000	NOT IMPACT FEE ELIGIBLE (NO ADDED CAPACITY)											
103	800 East: Brookside Drive to 650 South	Complete Streets	Minor Collector (2-Lanes)	\$147,000	NOT IMPACT FEE ELIGIBLE (NO ADDED CAPACITY)											
104	900 East: 400 North to 200 North	Complete Streets	Minor Collector (2-Lanes)	\$235,000	NOT IMPACT FEE ELIGIBLE (NO ADDED CAPACITY)											
106	Center Street/2080 East: Spring Oaks Drive to New Road	New Construction	Minor Collector (2-Lanes)	\$513,000	-	100%	\$513,000	0	12,100	12,100	200	11,900	98%	0%	2%	\$8,000
108	2080 East: 700 South to Canyon Road	Complete Streets	Minor Collector (2-Lanes)	\$529,000	NOT IMPACT FEE ELIGIBLE (NO ADDED CAPACITY)											
109	2000 East: Canyon Road to Southeast Border	Complete Streets	Minor Collector (2-Lanes)	\$1,321,000	NOT IMPACT FEE ELIGIBLE (NO ADDED CAPACITY)											
110	600 West: 1450 South to Evergreen Road	New Construction	Commercial Local (2-Lanes)	\$1,207,000	NOT IMPACT FEE ELIGIBLE (LOCAL ROADWAY)											
111	Evergreen Road: State Street to 1200 West	New Construction	Minor Collector (2-Lanes)	\$11,025,000	Developer	17%	\$1,874,000	0	12,100	12,100	3,900	8,200	68%	0%	32%	\$604,000
112	950 West: 1600 South to south border	New Construction	Minor Collector (2-Lanes)	\$11,025,000	Developer	17%	\$1,874,000	0	12,100	12,100	700	11,400	94%	0%	6%	\$108,000
ROADWAY TOTAL				\$199,971,700			\$33,568,000							ROADWAY TOTAL	\$7,059,000	

¹ MAG STIP (State Transportation Improvement Program), UDOT, adjacent cities, or other external funding sources ² Widening cost estimates represent the cost of widening for new growth. ³ Project and study costs based on actual costs or present day costs

TABLE 7: SPRINGVILLE CITY 2036 INTERSECTION PROJECT IMPACT FEE ELIGIBLE COST SUMMARY

Project Number	Intersection	Improvement	2026 Inflated Cost	Outside Funding Sources ¹	% Springville	Springville City Total	% Cut-through	% Impact Fee Eligible	Impact Fee Eligible Cost
11B	2600 West / Center Street and 2600 West / 300 North	Roundabouts	\$2,413,000	-	50%	\$1,207,000	-	100%	\$1,207,000
11C	2600 West (between 400 South and 500 North)	Two TOUCAN bicycle signals	\$560,000	-	50%	\$280,000	-	100%	\$280,000
13	1750 West / 1000 North	Roundabout	\$1,207,000	-	100%	\$1,207,000	-	100%	\$1,207,000
21	2600 West / 400 South	Intersection Improvements	\$280,000	UDOT FULLY FUNDED					
22	1200 West / 400 South	Intersection Improvements	\$280,000	MAG	6.77%	\$19,000	-	100%	\$19,000
23	Wood Springs Drive / 400 South	Intersection Improvements	\$280,000	UDOT FULLY FUNDED					
27	1400 North / 1100 West	Intersection Improvements	\$280,000	UDOT FULLY FUNDED					
28	1600 South / 1200 West	Intersection Improvements	\$280,000	UDOT FULLY FUNDED					
29	Wallace Drive / 1600 South	Intersection Improvements	\$280,000	UDOT FULLY FUNDED					
30	1750 West / 1600 South	Intersection Improvements	\$280,000	UDOT FULLY FUNDED					
35	400 North / 450 West	Railroad Crossing	\$4,300,000	-	100%	\$4,300,000	-	100%	\$4,300,000
36	1500 West / 900 South	Railroad Crossing	\$5,513,000	UTA FULLY FUNDED					
38	900 South / 600 West	Railroad Crossing	\$777,000	-	100%	\$777,000	6%	94%	\$730,000
52B	1000 North / Frontage Road	Bridge/Culvert	\$2,750,000	-	100%	\$2,750,000	-	100%	\$2,750,000
59	Canyon Road / 620 South	Signal	\$1,207,000	-	100%	\$1,207,000	5%	95%	\$1,147,000
63	900 South / 800 East	Roundabout	\$876,000	MAG	6.77%	\$59,000	-	100%	\$59,000
72	500 North / 1200 West and Center Street / 1200 West	Roundabouts	\$4,826,000	-	100%	\$4,826,000	-	100%	\$4,826,000
73	1000 North / 1200 West	Intersection Improvements	\$1,207,000	-	100%	\$1,207,000	-	100%	\$1,207,000
105	Red Devil Drive / 620 South	Roundabout	\$1,158,000	ALREADY BUILT - MOVED TO BUY-IN					
113	950 West / 1600 South	Intersection Improvements	\$1,207,000	UDOT FULLY FUNDED					
114	600 West / 1600 South	Intersection Improvements	\$1,207,000	UDOT FULLY FUNDED					
115	400 West / 1600 South	Intersection Improvements	\$1,207,000	UDOT FULLY FUNDED					
116	1700 East / Canyon Road	Intersection Improvements	\$1,207,000	-	100%	\$1,207,000	5%	95%	\$1,147,000
117	400 East / Center Street	Roundabout	\$1,207,000	-	100%	\$1,207,000	-	100%	\$1,207,000
INTERSECTION TOTAL			\$34,789,000			\$20,253,000			\$20,086,000

¹ MAG STIP (State Transportation Improvement Program), UDOT, adjacent cities, or other external funding sources

V. FUNDING SOURCES

A. Purpose

The purpose of this chapter is to identify the funding sources that are available for roadway improvement projects. All possible revenue sources have been considered as a means of financing transportation capital improvements needed as a result of new growth. Funding sources for transportation are essential to enable the recommended improvements in Springville City to be built. This chapter discusses the potential revenue sources that could be used to fund transportation needs.

Transportation routes often span multiple jurisdictions and provide regional significance to the transportation network. As a result, other government jurisdictions or agencies often help pay for such regional benefits. Those jurisdictions and agencies could include the Federal Government, the State (UDOT), the County, and the local MPO (MAG). The City will need to continue to partner and work with these other jurisdictions to ensure adequate funds are available for the specific improvements necessary to maintain an acceptable LOS. The City will also need to partner with adjacent communities to ensure corridor continuity across jurisdictional boundaries (i.e., arterials connect with arterials, collectors connect with collectors, etc.).

B. Federal Funding

Federal money is available to cities and counties through the federal-aid program. In Utah, UDOT administers these funds. To be eligible, a project must be listed on the five-year Statewide Transportation Improvement Program (STIP).

The Surface Transportation Program (STP) funds projects for any roadway with a functional classification of a collector street or higher as established on the Statewide Functional Classification Map. STP funds can be used for both rehabilitation and new construction. The Joint Highway Committee programs a portion of the STP funds for projects around the state in urban areas. Another portion of the STP funds can be used for projects in any area of the state at the discretion of the State Transportation Commission. Transportation Enhancement funds are allocated based on a competitive application process. The Transportation Enhancement Committee reviews all applications and then a portion of the applications are passed to the State Transportation Commission.

Transportation enhancements include twelve categories ranging from historic preservation, bicycle and pedestrian facilities, and water runoff mitigation.

MAG accepts applications for federal funds from local and regional government jurisdictions. The MAG Technical Advisory and Regional Planning Committees select projects for funding every two years. The selected projects form the Transportation Improvement Program (TIP). In order to receive funding, projects should include one or more of the following aspects:

- **Congestion relief** – spot improvement and corridor improvement projects intended to improve levels of service and/or reduce average delay along those corridors identified in the Regional Transportation Plan as high-congestion areas
- **Mode choice** – projects improving the diversity and/or usefulness of travel modes other than single-occupant vehicles
- **Air quality improvements** – projects showing demonstrable air quality benefits
- **Safety** – improvements to vehicular, pedestrian, and bicyclist safety

C. State/County Funding

The distribution of State Class B and C program funds is established by State Legislation and is administered by UDOT. Revenues for the program are derived from State fuel taxes, registration fees, driver license fees, inspection fees, and transportation permits. Seventy-five percent of these funds are kept by UDOT for their construction and maintenance programs. The rest is made available to counties and cities. As some of the roads in Springville fall under UDOT jurisdiction, it is in the interest of the City that staff are aware of the procedures used by UDOT to allocate those funds and to be active in requesting the funds be made available for UDOT-owned roadways in the City.

Class B and C funds are allocated to each city and county based on the following formula: 50 percent based on the percentage that the population of the county or municipality bears to the total population of the state, and 50 percent based on the percentage that the B and C road weighted mileage of the county or municipality bears to the total Class B and Class C road total weighted mileage. Class B and C funds can be used for maintenance and construction projects.

D. City Funding

Some cities utilize general fund revenues for their transportation programs. Another option for transportation funding is to create special improvement districts. These districts are organized for the purpose of funding a single specific project that benefits an identifiable group of properties. Another source of funding used by cities is revenue bonding for projects intended to benefit the entire community.

Private interests often provide resources for transportation improvements. Developers construct the local streets within subdivisions and often dedicate right-of-way and participate in the construction of collector/arterial streets adjacent to their developments. Developers can also be considered a possible source of funds for projects through the use of impact fees. These fees are assessed as a result of the impacts a particular development will have on the surrounding roadway system, such as the need for traffic signals or street widening.

General fund revenues are typically reserved for operation and maintenance purposes as they relate to transportation. However, general funds can be used, if available, to fund the expansion or introduction of specific services. Providing a line item in the City budgeted general funds to address roadway improvements that are not impact fee eligible is a recommended practice to fund transportation projects, should other funding options fall short of the needed amount.

General obligation bonds are debt paid for or backed by the City's taxing power. In general, facilities paid for through this revenue stream are in high demand amongst the community. Typically, general obligation bonds are not used to fund facilities that are needed as a result of new growth because existing residents would be paying for the impacts of new growth. As a result, general obligation bonds are not considered a fair means of financing future facilities needed as a result of new growth. They may be considered as a reasonable method to address existing deficiencies.

Certain areas might have different needs or require different methods of funding than traditional revenue sources. A Special Assessment Area (SAA) can be created for infrastructure needs that benefit or encompass specific areas of the City. The municipality can create an SAA through a resolution declaring that public health, convenience, and necessity require the creation of an SAA. The boundaries and services provided by the district must be specified and a public hearing must be held before the SAA is created. Once the SAA is created, funding can be obtained from tax levies, bonds, and fees when approved by the majority of the qualified electors of the SAA. These funding mechanisms allow the costs to be spread out over time. Through the SAA, tax levies and bonding can apply to specific areas in the City needing to benefit from the improvements.

E. Interfund Loans

Since infrastructure generally must be built ahead of growth, it is sometimes funded before expected impact fees are collected. Bonds are the solution to this problem in some cases. In other cases, funds from existing user rate revenue will be loaned to the impact fee fund to complete initial construction of the project. As impact fees are received, they will be reimbursed. Consideration of these loans will be included in the impact fee analysis and should be considered in subsequent accounting of impact fee expenditures.

F. Developer Dedications and Exactions

Developer dedications and exactions can both be credited against the developer's impact fee analysis. If the value of the developer's dedications and/or exactions are less than the developer's impact fee liability, the developer will owe the balance of the liability to the City. If the dedications and/or exactions of the developer are greater than the impact fee liability, the City may reimburse the developer the difference.

G. Developer Impact Fees

Impact fees are a way for a community to obtain funds to assist in the construction of infrastructure improvements resulting from and needed to serve new growth. The premise behind impact fees is that if no new development occurred, the existing infrastructure would be adequate. Therefore, new development should pay for the portion of required improvements that result from new growth. Impact fees are assessed for many types of infrastructure and facilities that are provided by a community, such as roadways. According to state law, impact fees can only be used to fund growth-related system improvements.

According to State statute, impact fees must only be used to fund projects that will serve needs caused by future development. They are not to be used to address present deficiencies. Only project costs that address future needs are included in this IFFP. This ensures a fair fee since developers will not be expected to address present deficiencies.

Legislation requires that impact fees should be spent or encumbered within six years after each impact fee is paid. Impact fees collected in the next six years should be spent on those projects outlined in the IFFP as growth related costs to maintain the City established LOS. Impact fees collected as buy-in to existing facilities can be allocated to the General Fund to repay the City for historic investment.

VI. IMPACT FEE CERTIFICATION

A. Overview

This report has been prepared in accordance with Utah Code Title 11, Chapter 36a, “Impact Fees Act.” This report (including its results and projections) relies upon the planning, engineering, land use, and other source data provided in the Springville City TMP (2024) completed by Horrocks.

In accordance with Utah Code Annotate, 11-36a-306(1), METHODS Consulting certifies that this impact fee facilities plan:

1. Includes only the cost of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. are projected to be incurred or encumbered within six years of the day on which each impact fee is paid;
2. Does not include:
 - a. costs of operation and maintenance of public facilities; or
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the LOS supported by existing residents; and
3. Complies in each and every relevant respect with the Impact Fees Act.

This certification is made with the following limitations:

- All of the recommendations for implementing this IFFP and IFA are followed in their entirety by the City.
- If any portion of the IFFP is modified or amended in any way, this certification is no longer valid.

All information presented and used in the creation of this IFFP is assumed to be complete and correct, including any information received from the City or other outside sources.



Exhibit C - Transportation IFA

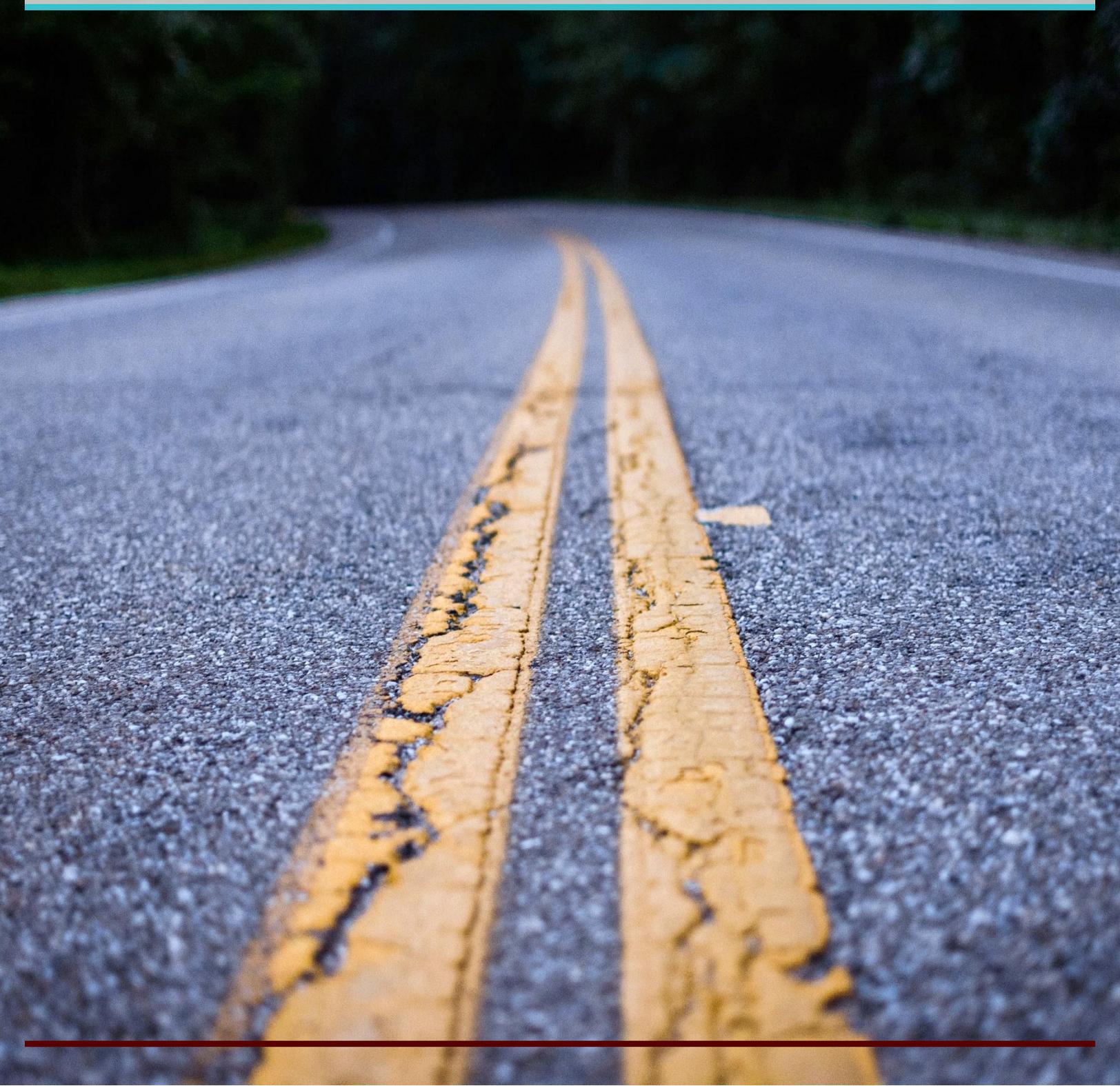


ZIONS PUBLIC FINANCE, INC.

Transportation Impact Fee Analysis

Springville City

January 2026 Update



Transportation Impact Fee Analysis Update

Summary

This Impact Fee Analysis (IFA) is based on the information provided in the City’s Transportation Impact Fee Facilities Plan Update (“IFFP”) updated in January 2026 by Methods Consulting.

Projected Growth. The IFFP projects that new development in Springville City will grow by 7,877 PM peak hour trips by 2036 – from 20,153 trips in 2026 to 28,030 trips in 2036.¹ This growth will use up excess capacity on existing roads and will require the expansion of existing roads or development of new roads in order to maintain the existing levels of service.

Service Level. The IFFP states that “LOS D was adopted by the Springville City Council with the general plan for system streets (collectors and arterials) as acceptable for future planning.”²

Service Areas. Springville City (“City”) includes one roadway service area as recommended by the City’s engineers in the IFFP.

Excess Capacity. Springville City’s IFFP identifies \$621,473 of existing excess capacity that can be used to meet some of the demands of new development during the timeframe of this study.

New Construction. Springville City’s IFFP identifies a total of 37 roadway projects at a total cost of \$199,971,700. New development within the timeframe of this study (2026-2036) is responsible for \$7,059,00 of those costs. The IFFP also identifies a total of 24 intersection projects at a total cost of \$34,789,000, of which \$20,086,000 is attributable to new development projected to occur between 2026 and 2036. Some of the projects will be funded either solely or partially by UDOT and MAG and are therefore not eligible for impact fees. Adjustments have also been made to reflect the fact that new development, for the purposes of this IFA, is not responsible for pass-through traffic and for the excess capacity remaining in these new projects after the timeframe of this study.

Proportionate Share Analysis. A summary of the proportionate share analysis is as follows:

TABLE 1: PROPORTIONATE SHARE ANALYSIS

Summary of Cost per Trip	Cost per PM Peak Hour Trip
Buy-In Costs	\$78.90
New Construction Costs	\$3,446.11
Consultant Costs	\$2.54
Fund Balance Credit	(\$317.36)
Total Cost per Trip	\$3,210.19

The cost per PM peak hour trip is \$3,210.19.

¹ IFFP, p. 8

² IFFP, p. 5

The cost per trip is then applied to standards set by the Institute of Transportation Engineers (ITE) to evaluate the number of PM peak hour trips per development type.

The City may choose to combine many of the categories listed by ITE in order to avoid large differences in fees charged to retail developments of different types.

The following table shows groupings commonly used in Springville. Additional fee categories are available through ITE and in Appendix A if the need arises. The City may choose to enact any fee up to the maximum fees calculated.

TABLE 2: RECOMMENDED MAXIMUM TRANSPORTATION IMPACT FEES INTO MAJOR GROUPINGS

ITE Code	Category	Units; Per	ITE Trips	Pass-By Trips	Adjusted Trips*	Maximum Fee PM Peak Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	0.34	0	0.17	\$545.73
140	General Manufacturing	1000 Sq. Feet Gross Floor Area	0.74	0	0.37	\$1,187.77
150	Warehouse	1000 Sq. Feet Gross Floor Area	0.18	0	0.09	\$288.92
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	0.15	0	0.08	\$240.76
210	Single-Family Detached Housing	Dwelling Units	0.94	0	0.47	\$1,508.79
220	Multi-Family / (Low-Rise 1-2 Levels)	Dwelling Units	0.51	0	0.26	\$818.60
221	Multi-Family (Mid-Rise 3-10 Levels)	Dwelling Units	0.39	0	0.20	\$625.99
222	Multi-Family (High-Rise >10 Levels)	Dwelling Units	0.32	0	0.16	\$513.63
240	Mobile Home / RV Park	Dwelling Units	0.58	0	0.29	\$930.95
254	Assisted Living Center	1000 Sq. Feet Gross Floor Area	0.24	0	0.12	\$385.22
310	Hotel	Rooms	0.59	0	0.30	\$947.01
445	Movie Theater	1000 Sq. Feet Gross Floor Area	6.17	0	3.09	\$9,903.43
492	Health/Fitness Club	1000 Sq. Feet Gross Floor Area	3.45	0	1.73	\$5,537.57
520	Elementary School	Students	0.16	0	0.08	\$256.82
522	Middle School / Junior High School	Students	0.15	0	0.08	\$240.76
525	High School	Students	0.14	0	0.07	\$224.71
534	Private High School	Students	0.19	0	0.10	\$304.97
560	Church	1000 Sq. Feet Gross Floor Area	0.49	0	0.25	\$786.50
565	Day Care Center	1000 Sq. Feet Gross Floor Area	11.12	0.44	3.11	\$9,995.24
590	Library	1000 Sq. Feet Gross Floor Area	8.16	0	4.08	\$13,097.57
610	Hospital	1000 Sq. Feet Gross Floor Area	0.86	0	0.43	\$1,380.38
710	General Office Building	1000 Sq. Feet Gross Floor Area	1.44	0	0.72	\$2,311.34
720	Medical-Dental Office Building	1000 Sq. Feet Gross Floor Area	3.93	0	1.97	\$6,308.02
730	Government Office Building	1000 Sq. Feet Gross Floor Area	1.71	0	0.86	\$2,744.71
770	Business Park	1000 Sq. Feet Gross Floor Area	1.22	0	0.61	\$1,958.21
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	2.25	0	1.13	\$3,611.46
816	Hardware/Paint Store	1000 Sq. Feet Gross Floor Area	2.98	0.26	1.10	\$3,539.55
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	6.94	0	3.47	\$11,139.35
820	Shopping Center (>150k)	1000 Sq. Feet Gross Leasable Area	3.4	0.29	1.21	\$3,874.70
841	Automobile Sales (Used)	1000 Sq. Feet Gross Floor Area	3.75	0	1.88	\$6,019.10
848	Tire Store	1000 Sq. Feet Gross Floor Area	3.75	0.25	1.41	\$4,514.33
850	Supermarket	1000 Sq. Feet Gross Floor Area	8.95	0.24	3.40	\$10,917.85
851	Convenience Market	1000 Sq. Feet Gross Floor Area	49.11	0	24.56	\$78,826.16
880	Pharmacy/Drugstore without Drive-Through Window	1000 Sq. Feet Gross Floor Area	2.16	0.53	0.51	\$1,629.49
881	Pharmacy/Drugstore with Drive-Through Window	1000 Sq. Feet Gross Floor Area	3.74	0.49	0.95	\$3,061.56
890	Furniture Store	1000 Sq. Feet Gross Floor Area	0.52	0.53	0.12	\$392.28
911	Walk-In Bank	1000 Sq. Feet Gross Floor Area	12.13	0	6.07	\$19,469.79

ITE Code	Category	Units; Per	ITE Trips	Pass-By Trips	Adjusted Trips*	Maximum Fee PM Peak Fee
912	Drive-in Bank	1000 Sq. Feet Gross Floor Area	21.01	0.35	6.83	\$21,919.97
918	Hair Salon	1000 Sq. Feet Gross Floor Area	1.45	0	0.73	\$2,327.39
932	High-Turnover (Sit-Down) Restaurant	1000 Sq. Feet Gross Floor Area	9.05	0.43	2.58	\$8,279.88
933	Fast-Food Restaurant without Drive-Through Window	1000 Sq. Feet Gross Floor Area	33.21	0	16.61	\$53,305.17
934	Fast-Food Restaurant with Drive-Through Window	1000 Sq. Feet Gross Floor Area	33.03	0.55	7.43	\$23,857.31
942	Auto Care Center	1000 Sq. Feet Gross Floor Area	3.11	0	1.56	\$4,991.84
944	Gasoline/Service Station	Vehicle Fueling Position	13.91	0.42	4.03	\$12,949.58
945	Gasoline/Service Station with Convenience Store	Vehicle Fueling Position	18.42	0.56	4.05	\$13,008.97
947	Self Service Car Wash	Wash Stalls	5.54	0	2.77	\$8,892.22
948	Automated Car Wash	1000 Sq. Feet Gross Floor Area	77.5	0	38.75	\$124,394.78

*Trips are adjusted by 50% to align the model used with the ITE manual which counts trip ends. For example, ITE counts two trips as crossing the driveway if a vehicle leaves home and then returns.

Utah Code Legal Requirements

Utah law requires that communities prepare an Impact Fee Analysis (IFA) before enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFA. This IFA follows all legal requirements as outlined below. The City has retained Zions Public Finance Inc., to prepare this Amended Impact Fee Analysis in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Analysis

A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Plan (Utah Code §11-36a-503). This notice must be posted on the Utah Public Notice website.

Preparation of Impact Fee Analysis

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee analysis. (Utah Code 11-36a-304).

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis as follows:

- (1) An impact fee analysis shall:
 - (a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;
 - (b) identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
 - (c) demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;
 - (d) estimate the proportionate share of:
 - (i) the costs for existing capacity that will be recouped; and

- (ii) the costs of impacts on system improvements that are reasonably related to the new development activity; and
 - (e) identify how the impact fee was calculated.
- (2) In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:
- (a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
 - (b) the cost of system improvements for each public facility;
 - (c) other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
 - (d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;
 - (e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;
 - (f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;
 - (g) extraordinary costs, if any, in servicing the newly-developed properties; and
 - (h) the time-price differential inherent in fair comparisons of amounts paid at different times.

Certification of Impact Fee Analysis

Utah Code states that an Impact Fee Analysis shall include a written certification from the person or entity that prepares the Impact Fee Analysis. This certification is included at the conclusion of this analysis.

Anticipated Impact on or Consumption of Any Existing Capacity of a Public Facility by the Anticipated Development Activity

Utah Code 11-36a-304(1)(a)

Consumption of Existing Capacity

Development activity in Springville is based on both residential and nonresidential growth. Growth projections are then used by the City's engineers as inputs in the MAG Travel Demand Model to forecast trip generation. Growth projections are as follows:

TABLE 3: PM PEAK HOUR TRIP GROWTH PROJECTIONS

PM Peak Hour Trips	PM Peak Hour Trips
PM Peak Hour Trips 2026	20,153
PM Peak Hour Trips 2036	28,030
PM Peak Hour Trip Growth 2026-2036	7,877

Excess capacity has been identified in nine roadway improvements. New development can be charged for buy-in costs to this excess capacity.

TABLE 4: PROJECTS WITH EXISTING EXCESS CAPACITY

Road Name	Project Cost	% to New Development	Amt to New Development
1200 West	\$477,454.19	69%	\$328,977.58
900 South	\$119,858.79	3%	\$3,367.93
Matte Ln/750 W	\$101,896.12	26%	\$26,947.73
100 West & 600 S	\$40,260.08	3%	\$1,291.93
1400 North	\$0.00	31%	\$0.00
2600 West	\$405,750.20	40%	\$163,511.27
400 S: 1850 E to 1950 E	\$70,164.70	47%	\$32,987.88
950 West: 400 South to 1000 South	\$135,000.00	7%	\$10,041.32
Red Devil Drive / 620 South	\$548,000.00	10%	\$54,347.11
TOTAL	\$1,898,384.08		\$621,472.76

Identify the Anticipated Impact on System Improvements Required by the Anticipated Development Activity to Maintain the Established Level of Service for Each Public Facility and Demonstrate How the Anticipated Impacts are Reasonably Related to the New Development Activity

Utah Code 11-36a-304(1)(b)(c)

Springville City's IFFP identifies a total of 23 projects necessitated by new development at a cost of \$7,059,000.³ However, several of the projects will be funded solely or partially by UDOT and MAG and a reduction in Springville City's costs has been made accordingly.

TABLE 5: SPRINGVILLE CITY PORTION OF NEW CONSTRUCTION COSTS – ROADWAY IMPROVEMENTS

#	Project	2026 Inflated Cost	Springville City Total	% Impact Fee Eligible	Impact Fee Eligible Cost
7B	1200 West: 400 South to 550 North	\$6,472,000	\$438,000	83%	\$364,000
7C	1200 West: 550 North to SR-75	\$7,998,000	\$541,000	83%	\$449,000
7D	1200 West: 1600 South to Canyon Creek Parkway	\$2,616,000	\$177,000	40%	\$71,000
11A	2600 West: 400 South to 500 North	\$5,698,000	\$2,849,000	65%	\$1,859,000
15	900 South: Spring Canyon Way to SR-51	\$7,323,000	\$1,245,000	10%	\$123,000
17	Connection of Wood Springs Drive and 1000 North	\$1,294,000	\$220,000	20%	\$44,000
19	Center Street: Spring Oaks Drive to 2080 East	\$593,000	\$593,000	2%	\$10,000
45	1500 West: 400 South to 900 South	\$7,173,000	\$1,219,000	14%	\$169,000
46	New Road: Mapleton to Spanish Fork	\$8,557,000	\$1,455,000	15%	\$214,000
49	550 West: 550 West to 450 West	\$4,732,000	\$804,000	10%	\$80,000
51	700 South: 1500 West to 1250 West	\$2,125,000	\$361,000	16%	\$57,000
52A	Frontage Road: 1000 North to Center Street (excluding culvert)	\$8,136,000	\$1,383,000	50%	\$697,000
53	2600 West: 550 North to SR-75	\$11,153,700	\$755,000	24%	\$184,000
60	900 South: 1750 West to 1500 West	\$2,314,000	\$393,000	24%	\$95,000
66	1500 West: Center St to 400 S	\$5,142,000	\$1,271,000	9%	\$116,000
67	900 South: 1500 West to 1200 West	\$2,690,000	\$457,000	24%	\$110,000
70	450 West: 700 South to 1600 South	\$9,265,000	\$1,575,000	9%	\$145,000
71	1600 South to Project 46	\$7,786,000	\$7,786,000	11%	\$847,000
77a	1200 East: Canyon Road to 900 South (with signal)	\$4,614,000	\$2,307,000	31%	\$705,000
81	Spanish Fork Main Street: 400 South to South Border	\$3,478,000	\$3,478,000	0%	\$0
106	Center Street/2080 East: Spring Oaks Drive to New Road	\$513,000	\$513,000	2%	\$8,000
111	Evergreen Road: State Street to 1200 West	\$11,025,000	\$1,874,000	32%	\$604,000
112	950 West: 1600 South to south border	\$11,025,000	\$1,874,000	6%	\$108,000
TOTAL					\$7,059,000

In addition, new development will require intersection improvements in the amount of \$20,086,000. While the City needs 24 new intersection improvements, only the 13 new projects necessitated by new development are included in Table 6.

TABLE 6: SPRINGVILLE CITY PORTION OF NEW CONSTRUCTION COSTS – INTERSECTION IMPROVEMENTS

#	Intersection	2026 Inflated Cost	Springville City Total	% Impact Fee Eligible	Impact Fee Eligible Cost
11 B	2600 West / Center Street and 2600 West / 300 North	\$2,413,000	\$1,207,000	100%	\$1,207,000
11 C	2600 West (between 400 South and 500 North)	\$560,000	\$280,000	100%	\$280,000
13	1750 West / 1000 North	\$1,207,000	\$1,207,000	100%	\$1,207,000

³ The IFFP identifies a total of 37 new projects; however, only the 23 projects necessitated by new development are included in Table 5.

#	Intersection	2026 Inflated Cost	Springville City Total	% Impact Fee Eligible	Impact Fee Eligible Cost
22	1200 West / 400 South	\$280,000	\$19,000	100%	\$19,000
35	400 North / 450 West	\$4,300,000	\$4,300,000	100%	\$4,300,000
38	900 South / 600 West	\$777,000	\$777,000	94%	\$730,000
52 B	1000 North / Frontage Road	\$2,750,000	\$2,750,000	100%	\$2,750,000
59	Canyon Road / 620 South	\$1,207,000	\$1,207,000	95%	\$1,147,000
63	900 South / 800 East	\$876,000	\$59,000	100%	\$59,000
72	500 North / 1200 West and Center Street / 1200 West	\$4,826,000	\$4,826,000	100%	\$4,826,000
73	1000 North / 1200 West	\$1,207,000	\$1,207,000	100%	\$1,207,000
116	1700 East / Canyon Road	\$1,207,000	\$1,207,000	95%	\$1,147,000
117	400 East / Center Street	\$1,207,000	\$1,207,000	100%	\$1,207,000
TOTAL		\$34,789,000	\$20,253,000		\$20,086,000

As stated above, adjustments have been made to the total cost of projects to account for developer contributions, UDOT and MAG payments, pass-thru trips and any other factors which would reduce the cost obligations of new development.

Estimate the Proportionate Share of (i) the Costs for Existing Capacity That Will Be Recouped; and (ii) The Costs of Impacts on System Improvements That Are Reasonably Related to the New Development Activity; and Identify How the Impact Fee was Calculated

Utah Code 11-36a-304(1)(d)(e)

The proportionate share analysis can legally include the proportionate share of any buy-in costs associated with the excess capacity in the existing system that will be consumed as a result of new development activity, as well as the proportionate share of new construction costs necessitated by new development.

Buy-In Calculation for Excess Capacity

The IFFP identifies nine roads with excess capacity. The actual cost of the roads was \$1,898,384. Based on the IFFP, new development will consume \$621,473 of the cost of the excess capacity by 2036. Therefore, the buy-in cost per trip is \$78.90.

TABLE 7: PROPORTIONATE SHARE CALCULATION – EXISTING EXCESS CAPACITY

Existing Excess Capacity	Amount
Total Cost of Existing System	\$1,898,384
Amount to New Development in 10 Yrs	\$621,473
Growth in Trips, 2026-2036	7,877
Cost per Trip	\$78.90

New Construction Cost Calculation

To maintain its LOS D, Springville City will need to construct additional facilities, as identified previously. New construction costs are calculated as follows:

TABLE 8: PROPORTIONATE SHARE CALCULATION – NEW CONSTRUCTION COST

New Construction	Amount
Cost of New Construction, Roadways, 2026-2036	\$7,059,000
Cost of New Construction, Intersections, 2026-2036	\$20,086,000
Growth in Trips, 2026-2036	7,877
Cost per Trip	\$3,446.11

Other Cost Calculations

Utah law allows for the cost of developing the Impact Fee Facility Plan and Impact Fee Analysis to be included in the calculation of impact fees. These costs are then shared proportionately among the additional trips generated between 2026 and 2036.

TABLE 9: PROPORTIONATE SHARE CALCULATION – CONSULTING COSTS

Consulting Costs	Amount
Total Consultant Costs	\$20,000
Growth in Trips, 2026-2036	7,877
Cost per Trip	\$2.54

Summary of Impact Fees

TABLE 10: SUMMARY OF COST PER TRIP

Summary	Amount
Buy-In Costs	\$78.90
New Construction Costs	\$3,446.11
Consultant Costs	\$2.54
Fund Balance Credit	(\$317.36)
Total Cost per Trip	\$3,210.19

The total cost per trip (is then applied to the daily PM peak hour trips generated by various land use types. The more trips that are associated with a particular land use or development, the greater its impact on the street system.

The IFFP explains that trips generated need to be divided by two in order to avoid double-counting such as when a person leaves home and goes to work.

“There is a minor discrepancy in the way ITE calculates trips and the way trips or roadway volumes are calculated in the travel demand modeling used in the Springville TMP. This discrepancy is explained by the model roadway volumes and capacities being calculated using daily traffic volumes rather than trips on the roadway. Essentially this means that a travel demand model “trip” or unit of volume is counted once as a vehicle leaves home, travels on the road network and then arrives at work. This vehicle will only be counted as it travels on the roadway network. The ITE Trip Generation method uses driveway counts as its measure of a trip. Therefore, a vehicle making the

same journey will be counted once as it leaves home and once again as it arrives at work for a total of two trips. This can be rectified simply by adjusting the ITE Trip Generation rates by one-half; this calculation will be evident in the IFA.”⁴

This adjustment by 50 percent has been made in the calculation of impact fees shown below, as well as adjustments for pass-thru traffic.

TABLE 11: SUMMARY OF IMPACT FEES

ITE Code	Category	Units; Per	ITE Trips	Pass-By Trips	Adjusted Trips	Maximum Fee PM Peak Fee
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	0.34	0	0.17	\$545.73
140	General Manufacturing	1000 Sq. Feet Gross Floor Area	0.74	0	0.37	\$1,187.77
150	Warehouse	1000 Sq. Feet Gross Floor Area	0.18	0	0.09	\$288.92
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	0.15	0	0.08	\$240.76
210	Single-Family Detached Housing	Dwelling Units	0.94	0	0.47	\$1,508.79
220	Multi-Family / (Low-Rise 1-2 Levels)	Dwelling Units	0.51	0	0.26	\$818.60
221	Multi-Family (Mid-Rise 3-10 Levels)	Dwelling Units	0.39	0	0.20	\$625.99
222	Multi-Family (High-Rise >10 Levels)	Dwelling Units	0.32	0	0.16	\$513.63
240	Mobile Home / RV Park	Dwelling Units	0.58	0	0.29	\$930.95
254	Assisted Living Center	1000 Sq. Feet Gross Floor Area	0.24	0	0.12	\$385.22
310	Hotel	Rooms	0.59	0	0.30	\$947.01
445	Movie Theater	1000 Sq. Feet Gross Floor Area	6.17	0	3.09	\$9,903.43
492	Health/Fitness Club	1000 Sq. Feet Gross Floor Area	3.45	0	1.73	\$5,537.57
520	Elementary School	Students	0.16	0	0.08	\$256.82
522	Middle School / Junior High School	Students	0.15	0	0.08	\$240.76
525	High School	Students	0.14	0	0.07	\$224.71
534	Private High School	Students	0.19	0	0.10	\$304.97
560	Church	1000 Sq. Feet Gross Floor Area	0.49	0	0.25	\$786.50
565	Day Care Center	1000 Sq. Feet Gross Floor Area	11.12	0.44	3.11	\$9,995.24
590	Library	1000 Sq. Feet Gross Floor Area	8.16	0	4.08	\$13,097.57
610	Hospital	1000 Sq. Feet Gross Floor Area	0.86	0	0.43	\$1,380.38
710	General Office Building	1000 Sq. Feet Gross Floor Area	1.44	0	0.72	\$2,311.34
720	Medical-Dental Office Building	1000 Sq. Feet Gross Floor Area	3.93	0	1.97	\$6,308.02
730	Government Office Building	1000 Sq. Feet Gross Floor Area	1.71	0	0.86	\$2,744.71
770	Business Park	1000 Sq. Feet Gross Floor Area	1.22	0	0.61	\$1,958.21
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	2.25	0	1.13	\$3,611.46
816	Hardware/Paint Store	1000 Sq. Feet Gross Floor Area	2.98	0.26	1.10	\$3,539.55
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	6.94	0	3.47	\$11,139.35
820	Shopping Center (>150k)	1000 Sq. Feet Gross Leasable Area	3.4	0.29	1.21	\$3,874.70
841	Automobile Sales (Used)	1000 Sq. Feet Gross Floor Area	3.75	0	1.88	\$6,019.10
848	Tire Store	1000 Sq. Feet Gross Floor Area	3.75	0.25	1.41	\$4,514.33
850	Supermarket	1000 Sq. Feet Gross Floor Area	8.95	0.24	3.40	\$10,917.85
851	Convenience Market	1000 Sq. Feet Gross Floor Area	49.11	0	24.56	\$78,826.16
880	Pharmacy/Drugstore without Drive-Through Window	1000 Sq. Feet Gross Floor Area	2.16	0.53	0.51	\$1,629.49
881	Pharmacy/Drugstore with Drive-Through Window	1000 Sq. Feet Gross Floor Area	3.74	0.49	0.95	\$3,061.56
890	Furniture Store	1000 Sq. Feet Gross Floor Area	0.52	0.53	0.12	\$392.28
911	Walk-In Bank	1000 Sq. Feet Gross Floor Area	12.13	0	6.07	\$19,469.79
912	Drive-in Bank	1000 Sq. Feet Gross Floor Area	21.01	0.35	6.83	\$21,919.97

⁴ IFFP, p. 5

ITE Code	Category	Units; Per	ITE Trips	Pass-By Trips	Adjusted Trips	Maximum Fee PM Peak Fee
918	Hair Salon	1000 Sq. Feet Gross Floor Area	1.45	0	0.73	\$2,327.39
932	High-Turnover (Sit-Down) Restaurant	1000 Sq. Feet Gross Floor Area	9.05	0.43	2.58	\$8,279.88
933	Fast-Food Restaurant without Drive-Through Window	1000 Sq. Feet Gross Floor Area	33.21	0	16.61	\$53,305.17
934	Fast-Food Restaurant with Drive-Through Window	1000 Sq. Feet Gross Floor Area	33.03	0.55	7.43	\$23,857.31
942	Auto Care Center	1000 Sq. Feet Gross Floor Area	3.11	0	1.56	\$4,991.84
944	Gasoline/Service Station	Vehicle Fueling Position	13.91	0.42	4.03	\$12,949.58
945	Gasoline/Service Station with Convenience Store	Vehicle Fueling Position	18.42	0.56	4.05	\$13,008.97
947	Self Service Car Wash	Wash Stalls	5.54	0	2.77	\$8,892.22
948	Automated Car Wash	1000 Sq. Feet Gross Floor Area	77.5	0	38.75	\$124,394.78

Calculation of Credits

The City has no roadway bonds outstanding and the IFFP does not identify any new projects needed to cure existing deficiencies. Therefore, no credits have been made.

The City may choose to credit certain development types, including affordable housing, but these credits are at the discretion of the City. Further, a City may choose to allow a developer to put in a transportation facility listed in the IFFP and reduce impact fees accordingly. Again, this is at the discretion of the City.

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. Includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. Does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; or
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. Offsets costs with grants or other alternate sources of payment; and
4. Complies in each and every relevant respect with the Impact Fees Act.

Appendix A

ITE Code	Category	Units; Per	ITE Trips	Pass-By Trips	Adjusted Trips	Maximum Fee PM Peak Fee 2024
22	General Aviation Airport	Employees	1.57		0.785	\$2,520.00
30	Intermodal Truck Terminal	1000 Sq. Feet Gross Floor Area	1.87		0.935	\$3,001.53
90	Park-and-Ride Lot with bus or Light Rail	Occupied Parking Spaces	0.55		0.275	\$882.80
110	General Light Industrial	1000 Sq. Feet Gross Floor Area	0.65		0.325	\$1,043.31
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	0.34		0.17	\$545.73
140	General Manufacturing	1000 Sq. Feet Gross Floor Area	0.74		0.37	\$1,187.77
150	Warehouse	1000 Sq. Feet Gross Floor Area	0.18		0.09	\$288.92
151	Mini-Warehouse	1000 Sq. Feet Gross Floor Area	0.15		0.075	\$240.76
154	High-Cube Transload and Short-Term Storage Warehouse	1000 Sq. Feet Gross Floor Area	0.10		0.05	\$160.51
155	High-Cube Fulfillment Center Warehouse	1000 Sq. Feet Gross Floor Area	0.16		0.08	\$256.82
156	High-Cube Parcel Hub Warehouse	1000 Sq. Feet Gross Floor Area	0.64		0.32	\$1,027.26
157	High-Cube Cold Storage Warehouse	1000 Sq. Feet Gross Floor Area	0.12		0.06	\$192.61
160	Data Center	1000 Sq. Feet Gross Floor Area	0.09		0.045	\$144.46
170	Utility	1000 Sq. Feet Gross Floor Area	2.16		1.08	\$3,467.00
180	Specialty Trade Contractor	1000 Sq. Feet Gross Floor Area	1.93		0.965	\$3,097.83
190	Marijuana Cultivation and Processing Facility	1000 Sq. Feet Gross Floor Area	0.64		0.32	\$1,027.26
210	Single-Family Detached Housing	Dwelling Units	0.94		0.47	\$1,508.79
215	Single-Family Attached Housing	Dwelling Units	0.57		0.285	\$914.90
220	Multi-Family / (Low-Rise 1-2 Levels)	Dwelling Units	0.51		0.255	\$818.60
221	Multi-Family (Mid-Rise 3-10 Levels)	Dwelling Units	0.39		0.195	\$625.99
222	Multi-Family (High-Rise >10 Levels)	Dwelling Units	0.32		0.16	\$513.63
223	Affordable Housing	Dwelling Units	0.46		0.23	\$738.34
225	Off-Campus Student Apartment (Low-Rise)	Bedrooms	0.24		0.12	\$385.22
226	Off-Campus Student Apartment (Mid-Rise)	Bedrooms	0.21		0.105	\$337.07
227	Off-Campus Student Apartment (High-Rise)	Bedrooms	0.04		0.02	\$64.20
230	Low-Rise Residential with Ground-Floor Commercial (GFA 1-25K)	Dwelling Units	0.36		0.18	\$577.83
230	Low-Rise Residential with Ground-Floor Commercial (GFA 25-65K)	Dwelling Units	0.46		0.23	\$738.34
231	Mid-Rise Residential with Ground-Floor Commercial (GFA 1-25K)	Dwelling Units	0.17		0.085	\$272.87
231	Mid-Rise Residential with Ground-Floor Commercial (GFA 25-65K)	Dwelling Units	0.75		0.375	\$1,203.82
232	High-Rise Residential with Ground-Floor Commercial (GFA 1-25K)	Dwelling Units	0.21		0.105	\$337.07
240	Mobile Home / RV Park	Dwelling Units	0.58		0.29	\$930.95
251	Senior Adult Housing-Single-Family	Dwelling Units	0.30		0.15	\$481.53
252	Senior Adult Housing-Multifamily	Dwelling Units	0.25		0.125	\$401.27
253	Congregate Care Facility	Dwelling Units	0.18		0.09	\$288.92
254	Assisted Living Center	1000 Sq. Feet Gross Floor Area	0.24		0.12	\$385.22
255	Continuing Care Retirement Community	Units	0.19		0.095	\$304.97
260	Recreational Home	Dwelling Units	0.29		0.145	\$465.48
265	Timeshare	Dwelling Units	0.63		0.315	\$1,011.21
270	Residential Planned Unit Development	Dwelling Units	0.69		0.345	\$1,107.51
310	Hotel	Rooms	0.59		0.295	\$947.01
311	All Suites Hotel	Rooms	0.36		0.18	\$577.83
312	Business Hotel	Rooms	0.31		0.155	\$497.58
320	Motel	Rooms	0.36		0.18	\$577.83
330	Resort Hotel	Rooms	0.41		0.205	\$658.09

ITE Code	Category	Units; Per	ITE Trips	Pass-By Trips	Adjusted Trips	Maximum Fee PM Peak Fee 2024
411	Public Park	Employees	7.41		3.705	\$11,893.75
416	Campground/Recreational Vehicle Park	Occupied Campsites	0.27		0.135	\$433.38
420	Marina	Berths	0.21		0.105	\$337.07
430	Golf Course	Holes	2.91		1.455	\$4,670.82
431	Miniature Golf Course	Holes	0.33		0.165	\$529.68
432	Gold Driving Range	Tees/Driving Positions	1.25		0.625	\$2,006.37
433	Batting Cages	Cages	2.22		1.11	\$3,563.31
434	Rock Climbing Gym	1000 Sq. Feet Gross Floor Area	1.64		0.82	\$2,632.35
435	Multipurpose Recreational Facility	1000 Sq. Feet Gross Floor Area	3.58		1.79	\$5,746.24
436	Trampoline Park	1000 Sq. Feet Gross Floor Area	1.50		0.75	\$2,407.64
437	Bowling Alley	Bowling Lanes	1.30		0.65	\$2,086.62
440	Adult Cabaret	1000 Sq. Feet Gross Floor Area	2.93		1.465	\$4,702.93
445	Movie Theater	1000 Sq. Feet Gross Floor Area	6.17		3.085	\$9,903.43
452	Horse Racetrack	Seats	0.06		0.03	\$96.31
453	Automobile Racetrack	Attendees	0.00		0	\$0.00
454	Dog Racetrack	Attendees	0.15		0.075	\$240.76
462	Professional Baseball Stadium	Attendees	0.15		0.075	\$240.76
465	Ice Skating Rink	Rinks	45.17		22.585	\$72,502.09
466	Snow Ski Area	Lifts	33.77		16.885	\$54,204.02
470	Bingo Hall	Seats	0.48		0.24	\$770.45
473	Casino	1000 Sq. Feet Gross Floor Area	22.61		11.305	\$36,291.17
480	Amusement Park	Employees	0.50		0.25	\$802.55
482	Water Slide Park	Employees	0.00		0	\$0.00
488	Soccer Complex	Fields	16.43		8.215	\$26,371.69
490	Tennis Courts	Tennis Courts	4.21		2.105	\$6,757.45
491	Racquet/Tennis Club	Tennis Courts	3.82		1.91	\$6,131.46
492	Health/Fitness Club	1000 Sq. Feet Gross Floor Area	3.45		1.725	\$5,537.57
493	Athletic Club	1000 Sq. Feet Gross Floor Area	6.29		3.145	\$10,096.04
495	Recreational Community Center	1000 Sq. Feet Gross Floor Area	2.50		1.25	\$4,012.73
501	Military Base	Employees	0.39		0.195	\$625.99
520	Elementary School	Students	0.16		0.08	\$256.82
522	Middle School / Junior High School	Students	0.15		0.075	\$240.76
525	High School	Students	0.14		0.07	\$224.71
528	School District Office	1000 Sq. Feet Gross Floor Area	2.04		1.02	\$3,274.39
530	Private School (K-8)	Students	0.26		0.13	\$417.32
532	Private School (K-12)	Students	0.17		0.085	\$272.87
534	Private High School	Students	0.19		0.095	\$304.97
536	Charter Elementary School	Students	0.16		0.08	\$256.82
538	Charter School (K-12)	Students	0.73		0.365	\$1,171.72
540	Junior/Community College	Students	0.11		0.055	\$176.56
550	University/College	Students	0.15		0.075	\$240.76
560	Church	1000 Sq. Feet Gross Floor Area	0.49		0.245	\$786.50
565	Day Care Center	1000 Sq. Feet Gross Floor Area	11.12	44%	3.1136	\$9,995.24
566	Cemetery	Employees	3.81		1.905	\$6,115.41
571	Adult Detention Facility	Beds	0.08		0.04	\$128.41
575	Fire and Rescue Station	1000 Sq. Feet Gross Floor Area	0.48		0.24	\$770.45
580	Museum	1000 Sq. Feet Gross Floor Area	0.18		0.09	\$288.92
590	Library	1000 Sq. Feet Gross Floor Area	8.16		4.08	\$13,097.57
610	Hospital	1000 Sq. Feet Gross Floor Area	0.86		0.43	\$1,380.38
620	Nursing Home	1000 Sq. Feet Gross Floor Area	0.59		0.295	\$947.01
630	Clinic	1000 Sq. Feet Gross Floor Area	3.69		1.845	\$5,922.80
640	Animal Hospital/Veterinary Clinic	1000 Sq. Feet Gross Floor Area	3.53		1.765	\$5,665.98
650	Free-Standing Emergency Room	1000 Sq. Feet Gross Floor Area	1.52		0.76	\$2,439.74
710	General Office Building	1000 Sq. Feet Gross Floor Area	1.44		0.72	\$2,311.34
712	Small Office Building	1000 Sq. Feet Gross Floor Area	2.16		1.08	\$3,467.00
714	Corporate Headquarters Building	1000 Sq. Feet Gross Floor Area	1.30		0.65	\$2,086.62
715	Single Tenant Office Building	1000 Sq. Feet Gross Floor Area	1.76		0.88	\$2,824.97
720	Medical-Dental Office Building	1000 Sq. Feet Gross Floor Area	3.93		1.965	\$6,308.02
730	Government Office Building	1000 Sq. Feet Gross Floor Area	1.71		0.855	\$2,744.71

ITE Code	Category	Units; Per	ITE Trips	Pass-By Trips	Adjusted Trips	Maximum Fee PM Peak Fee 2024
731	State Motor Vehicles	1000 Sq. Feet Gross Floor Area	0.20		0.1	\$321.02
732	United States Post Office	1000 Sq. Feet Gross Floor Area	11.21		5.605	\$17,993.10
750	Office Park	1000 Sq. Feet Gross Floor Area	1.30		0.65	\$2,086.62
760	Research and Development Center	1000 Sq. Feet Gross Floor Area	0.98		0.49	\$1,572.99
770	Business Park	1000 Sq. Feet Gross Floor Area	1.22		0.61	\$1,958.21
810	Tractor Supply Store	1000 Sq. Feet Gross Floor Area	1.40		0.7	\$2,247.13
811	Construction Equipment Rental Store	1000 Sq. Feet Gross Floor Area	0.99		0.495	\$1,589.04
812	Building Material and Lumber Store	1000 Sq. Feet Gross Floor Area	2.25		1.125	\$3,611.46
813	Free-Standing Discount Superstore	1000 Sq. Feet Gross Floor Area	4.33	29%	1.53715	\$4,934.54
814	Variety Store	1000 Sq. Feet Gross Floor Area	6.70	34%	2.211	\$7,097.73
815	Free-Standing Discount Sore	1000 Sq. Feet Gross Floor Area	4.86	20%	1.944	\$6,240.61
816	Hardware/Paint Store	1000 Sq. Feet Gross Floor Area	2.98	26%	1.1026	\$3,539.55
817	Nursery (Garden Center)	1000 Sq. Feet Gross Floor Area	6.94		3.47	\$11,139.35
818	Nursery (Wholesale)	1000 Sq. Feet Gross Floor Area	5.24		2.62	\$8,410.69
820	Shopping Center (>150k)	1000 Sq. Feet Gross Leasable Area	3.40	29%	1.207	\$3,874.70
821	Shopping Plaza	1000 Sq. Feet Gross Leasable Area	9.03	40%	2.709	\$8,696.40
822	Strip Retail Plaza (<40k)	1000 Sq. Feet Gross Leasable Area	6.59		3.295	\$10,577.57
823	Factory Outlet Center	1000 Sq. Feet Gross Floor Area	2.29		1.145	\$3,675.67
840	Automobile Sales (New)	1000 Sq. Feet Gross Floor Area	2.42		1.21	\$3,884.33
841	Automobile Sales (Used)	1000 Sq. Feet Gross Floor Area	3.75		1.875	\$6,019.10
842	Recreational Vehicle Sales	1000 Sq. Feet Gross Floor Area	0.77		0.385	\$1,235.92
843	Automotive Parts Sales	1000 Sq. Feet Gross Floor Area	4.90	43%	1.3965	\$4,483.03
848	Tire Store	1000 Sq. Feet Gross Floor Area	3.75	25%	1.40625	\$4,514.33
849	Tire Superstore	1000 Sq. Feet Gross Floor Area	2.11		1.055	\$3,386.75
850	Supermarket	1000 Sq. Feet Gross Floor Area	8.95	24%	3.401	\$10,917.85
851	Convenience Market	1000 Sq. Feet Gross Floor Area	49.11		24.555	\$78,826.16
857	Discount Club	1000 Sq. Feet Gross Floor Area	4.19	34%	1.3827	\$4,438.73
858	Farmers Market	Acres	179.84		89.92	\$288,660.09
860	Wholesale Market	1000 Sq. Feet Gross Floor Area	1.76		0.88	\$2,824.97
861	Sporting Goods Superstore	1000 Sq. Feet Gross Floor Area	2.14		1.07	\$3,434.90
862	Home Improvement Superstore	1000 Sq. Feet Gross Floor Area	2.29	42%	0.6641	\$2,131.89
863	Electronic Superstore	1000 Sq. Feet Gross Floor Area	4.25	40%	1.275	\$4,092.99
864	Toy/Children's Superstore	1000 Sq. Feet Gross Floor Area	5.00		2.5	\$8,025.47
865	Baby Superstore	1000 Sq. Feet Gross Floor Area	1.82		0.91	\$2,921.27
866	Pet Supply Superstore	1000 Sq. Feet Gross Floor Area	3.55		1.775	\$5,698.08
867	Office Supply Superstore	1000 Sq. Feet Gross Floor Area	2.77		1.385	\$4,446.11
868	Book Superstore	1000 Sq. Feet Gross Floor Area	15.83		7.915	\$25,408.64
869	Discount Home Furnishing Superstore	1000 Sq. Feet Gross Floor Area	1.57		0.785	\$2,520.00
872	Bed and Linen Superstore	1000 Sq. Feet Gross Floor Area	2.22		1.11	\$3,563.31
875	Department Store	1000 Sq. Feet Gross Floor Area	1.95		0.975	\$3,129.93
876	Apparel Store	1000 Sq. Feet Gross Floor Area	4.12		2.06	\$6,612.99
879	Arts and Crafts Store	1000 Sq. Feet Gross Floor Area	6.21		3.105	\$9,967.63
880	Pharmacy/Drugstore without Drive-Through Window	1000 Sq. Feet Gross Floor Area	2.16	53%	0.5076	\$1,629.49
881	Pharmacy/Drugstore with Drive-Through Window	1000 Sq. Feet Gross Floor Area	3.74	49%	0.9537	\$3,061.56
882	Marijuana Dispensary	1000 Sq. Feet Gross Floor Area	18.92		9.46	\$30,368.38
890	Furniture Store	1000 Sq. Feet Gross Floor Area	0.52	53%	0.1222	\$392.28
895	Beverage Container Recycling Depot	1000 Sq. Feet Gross Floor Area	10.10		5.05	\$16,211.45
897	Medical Equipment Store	1000 Sq. Feet Gross Floor Area	1.24		0.62	\$1,990.32
899	Liquor Store	1000 Sq. Feet Gross Floor Area	16.62		8.31	\$26,676.66
911	Walk-In Bank	1000 Sq. Feet Gross Floor Area	12.13		6.065	\$19,469.79
912	Drive-in Bank	1000 Sq. Feet Gross Floor Area	21.01	35%	6.82825	\$21,919.97
918	Hair Salon	1000 Sq. Feet Gross Floor Area	1.45		0.725	\$2,327.39
920	Copy, Print, and Express Ship Store	1000 Sq. Feet Gross Floor Area	7.42		3.71	\$11,909.80
926	Food Cart Pod	Food Carts	6.16		3.08	\$9,887.38

ITE Code	Category	Units; Per	ITE Trips	Pass-By Trips	Adjusted Trips	Maximum Fee PM Peak Fee 2024
930	Fast Casual Restaurant	1000 Sq. Feet Gross Floor Area	12.55		6.275	\$20,143.93
931	Fine Dining Restaurant	1000 Sq. Feet Gross Floor Area	7.80	44%	2.184	\$7,011.05
932	High-Turnover (Sit-Down) Restaurant	1000 Sq. Feet Gross Floor Area	9.05	43%	2.57925	\$8,279.88
933	Fast-Food Restaurant without Drive-Through Window	1000 Sq. Feet Gross Floor Area	33.21		16.605	\$53,305.17
934	Fast-Food Restaurant with Drive-Through Window	1000 Sq. Feet Gross Floor Area	33.03	55%	7.43175	\$23,857.31
935	Fast-Food Restaurant with Drive-Through Window and no Indoor Seating	Drive-Through Lanes	59.50	31%	20.5275	\$65,897.13
936	Coffee/Donut Shop without Drive-Through Window	1000 Sq. Feet Gross Floor Area	32.29		16.145	\$51,828.48
937	Coffee/Donut Shop with Drive-Through Window	1000 Sq. Feet Gross Floor Area	38.99		19.495	\$62,582.61
938	Coffee/Donut Shop with Drive-Through Window and no Indoor Seating	Drive-Through Lanes	15.08	98%	0.1508	\$484.10
941	Quick Lubrication Vehicle Shop	1000 Sq. Feet Gross Floor Area	8.70		4.35	\$13,964.32
942	Auto Care Center	1000 Sq. Feet Gross Floor Area	3.11		1.555	\$4,991.84
943	Automobile Parts and Service Center	1000 Sq. Feet Gross Floor Area	2.06		1.03	\$3,306.49
944	Gasoline/Service Station	Vehicle Fueling Position	13.91	42%	4.0339	\$12,949.58
945	Gasoline/Service Station with Convenience Store	Vehicle Fueling Position	18.42	56%	4.0524	\$13,008.97
947	Self Service Car Wash	Wash Stalls	5.54		2.77	\$8,892.22
948	Automated Car Wash	1000 Sq. Feet Gross Floor Area	77.50		38.75	\$124,394.78
949	Car Wash and Detail Center	Wash Stalls	13.60		6.8	\$21,829.28
950	Truck Stop	Vehicle Fueling Position	15.42		7.71	\$24,750.55
970	Wine Tasting Station	1000 Sq. Feet Gross Floor Area	7.31		3.655	\$11,733.24
971	Brewery Tap Room	1000 Sq. Feet Gross Floor Area	9.83		4.915	\$15,778.07
975	Drinking Place	1000 Sq. Feet Gross Floor Area	11.36		5.68	\$18,233.87