

**Amended & Restated Pooling Agreement
Governing Board Talking Points
February 2026**

Purpose

- Update the 1980 Pooling Agreement to support mandatory participation in organized wholesale power markets.
- Align UAMPS operations with PacifiCorp's entry into the Extended Day-Ahead Market (EDAM) effective May 2026.
- Provide a clear, modern framework for governance, planning, cost allocation, and risk management.

Why This Is Needed Now

- 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 Changes

- Obligates Participants to purchase power and resource sufficiency requirements in excess of owned resources through UAMPS.
- Establishes formal market planning tools, including:
 - Annual Purchase Plan
 - Load and Resource Forecasts
 - Resource Sufficiency Obligations
- Authorizes UAMPS to make market purchases on behalf of Participants under an approved plan.

Governance & Oversight

- Creates a Project Management Committee (PMC), consistent with other UAMPS projects.
- One voting representative per Participant; PMC actions require board ratification.
- Establishes an advisory committee to support policy development and operational practices.
- Requires an annual internal audit of market operations and settlements.

Cost Allocation & Financial Protections

- Costs and revenues directly attributable to a Participant are allocated to that Participant.
- Shared costs are allocated based on Load Ratio Share or another PMC-approved method.
- Incorporates payment obligations, rate covenant, audit rights, and transparency provisions that support credit strength.

Term & Effectiveness

- Effective May 1, 2026.
- Replaces the existing Pooling Agreement in its entirety.
- Remains in effect unless terminated with five years' notice (shorter period requires PMC approval).

Participants Governing Board Approval

- Approve authorizing resolution approving the execution of the Amended and Restated Pooling Agreement
- Seek approval 30 days prior to the effective date of May 1, 2026

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

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, Spring 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 Spring 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 Kent Kummer as the Participant's Representative to UAMPS is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the 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.

SPRING CITY

By _____
Mayor

ATTEST:

City Recorder

[SEAL]

EXHIBIT A

[AMENDED POOLING AGREEMENT]

CERTIFICATE OF PARTICIPANT

The undersigned hereby certify that they are the Mayor and City Recorder of Spring 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
Paul Penrod	Mayor
Ruth Ann McCain	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.

SPRING CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

[ATTACH CONTRACT RESOLUTION]

**AMENDED AND RESTATED POWER POOLING AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
SPRING 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 Spring 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 delegees 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.

SPRING 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
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2/10/2026



Eureka Roofing, LLC

20464 North 9750 East
Mt Pleasant, UT 84647
435-469-0393
jonrswapp@gmail.com

100 % Satisfaction Guarantee

Customer Info:

Name: Spring City

Phone: 435-462-2244

E-Mail: mayor@springcityutah.gov

Job Address: 150 E 100 S

City: Spring City State: UT Zip: 84662

Building Type: Ball Park Restrooms

This bid proposal includes labor and material for strip & re-roof of home:

Proposal:

- Strip the old roofing layers off of the building. All debris to be cleaned up and hauled away.
- Inspect the deck for damage when the roof is stripped.
- Dry-in roof deck with minimum 3' of ice & water shield on bottom eaves. Also install ice & water shield around penetrations. Dry-in the rest of the roof deck with synthetic felt.
- Install new colored metal drip edge & pipe flashings on plumbing vent pipes.
- We also propose plugging of the old-style turtle vents with quarrix plugs and installation of continuous ridge vent for improved ventilation and longer roof life.
<https://www.quarrix.com/Products/Roof-Protection/Smart-Plug-Roof-Patch>
<https://www.lomanco.com/vents/ridge-vents/>
- Install Malarkey Highlander NEX architectural shingle. Color: To be determined
<https://www.malarkeyroofing.com/products/shingles-overview/highlander-shingles/>

TIP TOP ROOFING, LLC

Charles Carpenter OPERATOR

(435)314-8232

tiptoproofingmc@gmail.com

Centerfield Ut, 84622

Licensed & Insured

License Number: 13436397-5501

Estimate

Client Name: Spring City

Phone/Email:

Job Address: Spring City Park Bathroom

Proposal Date: 02/25/26

Project Details: Tear-Off Current Roof Shingles

Architectural Asphalt Shingles

Clients Choice Of Color:

- Install Drip Edge
- Install Ice & Water At Eaves
- Install Synthetic Felt Underlayment
- New Pipe Flashings
- Install Ventilation Near Ridge
- Install Ridge Cap Shingle

Notes:

- 3 Year Workmanship Warranty
- All Roofing Debris Will Be Hauled Off By Tip Top
- Any Damaged/Rotted OSB Roof Decking Will Be Replaced Up To 4 Sheets - Any Additional Sheets Will Be An Added \$30 Per Sheet.

Total Cost: \$3,100

This proposal price is valid for 60 days.

Payable as follows,

The Check for Materials is due up front (\$1,900).

Labor Check (remaining amount) due upon job completion (\$1,200). Checks To Be Made Payable To Tip Top Roofing.

Accepted By:

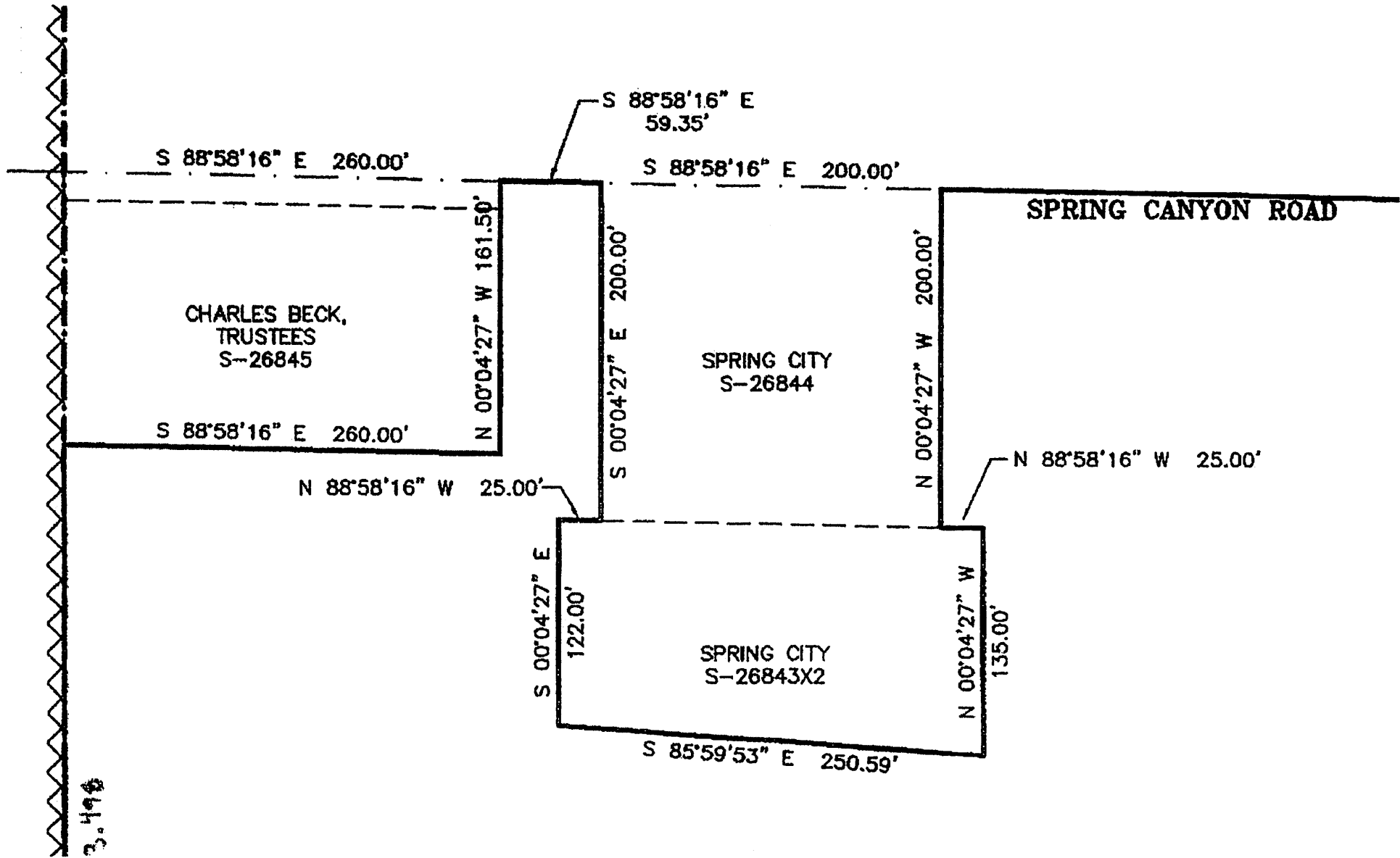
Job Manager:

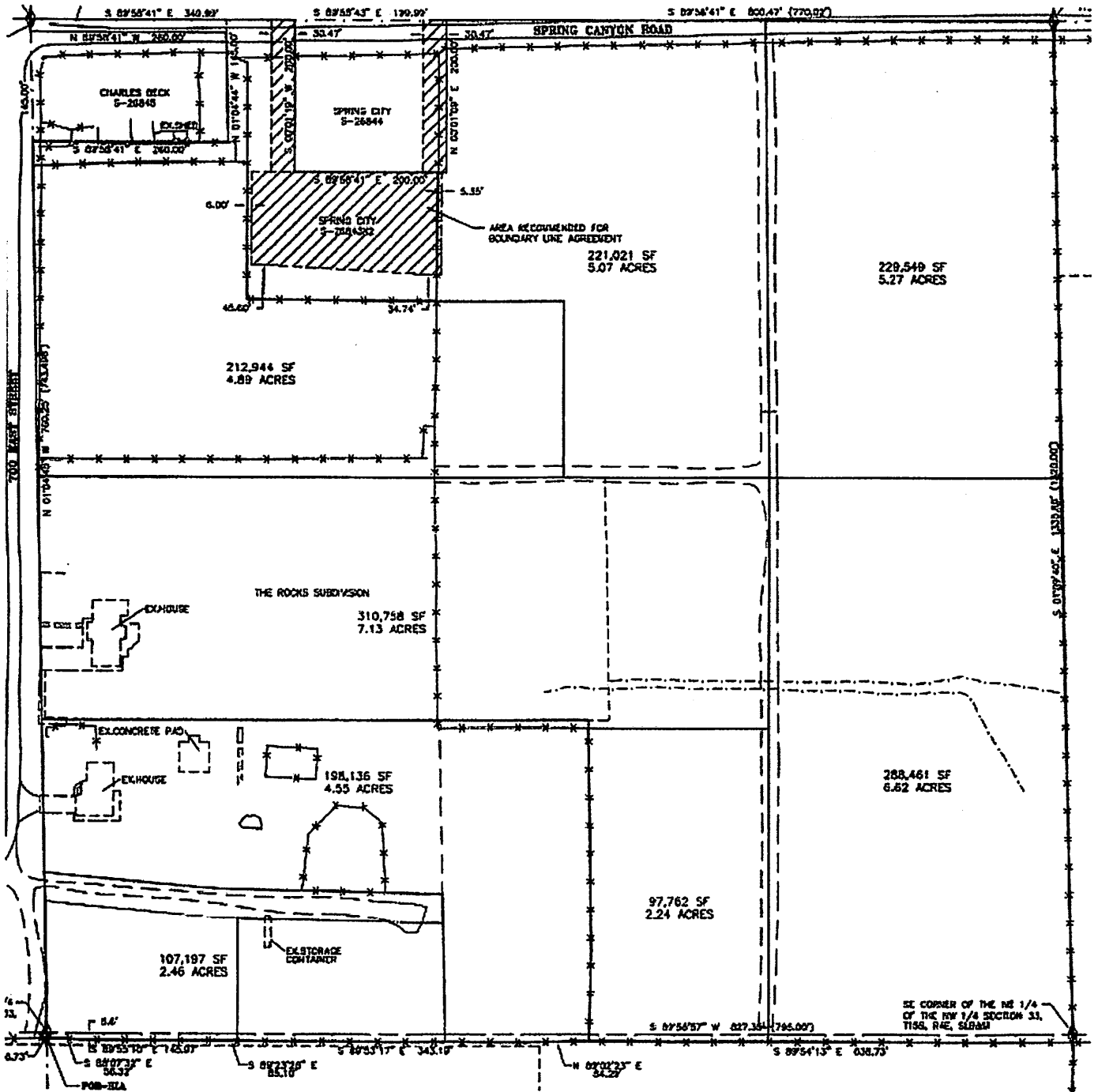
Date:

Charles Carpenter

215' x 30' = .1480







**SPRING CITY
ORDINANCE 2026-03**

AMENDMENTS TO TITLE 10: ZONING REGULATIONS

WHEREAS, Spring City Council has chosen to make amendments to Title 10 to restore the 1.06 acre minimum lot size throughout the city and make certain other changes; and

WHEREAS, A Public Hearing was held on the evening of February 24, 2026 followed by a meeting of the City Council on March 5, 2026 at which the amendments were considered for adoption; and

WHEREAS, following the Public Hearing and at a subsequent meeting of the City Council, the City Council adopted a resolution to approve the originally proposed ordinance [as modified by amendments approved by the City Council] as set forth below;

NOW THEREFORE, be it ordained by the Council of the Spring City, in the State of Utah, as follows: be it ordained by the Council of the Spring City, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “10-1-3 DEFINITIONS” of the Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-1-3 DEFINITIONS

Unless otherwise specifically stated within the text of this title, the following definitions shall be those referred to herein and shall be considered a part of this title:

ACCESSORY STRUCTURE: A detached subordinate building clearly incidental to and located upon the same lot occupied by the main building. Unless an accessory structure meets applicable "conditional use" requirements, it cannot be a dwelling. Accessory structures most commonly include, but are not limited to, detached garages, storage sheds, storage containers, carports, greenhouses, gazebos, pavilions, barns, coops, and the like. No accessory building or group of buildings in any residential zone shall cover more than twenty five percent (25%) of the remaining yard after reducing the available yard size for the applicable setbacks. Accessory structures must comply with existing setback ordinances and zoning permit requirements.

APARTMENT: Any single-family dwelling or any apartment style single-family residence separate from or attached to a commercial building which is used as rental property.

ASSISTED LIVING: Assisted living dwellings are for persons in need of partial or constant medical or physical care. Types of dwellings where such help is available are multiple-unit

nursing home, senior citizen, and/or multiple-unit assisted living dwellings.

BED AND BREAKFAST: A bed and breakfast (B&B) establishment is any single residence dwelling equipped with and providing short term sleeping and meal accommodations for tourists or like traveling persons. For conditions and specifications of a B&B see SCMC 10-6A-3.

BUFFER ZONE: See SCMC Section 10-1-4 Paragraph 6.

BUSINESS: Any and all activities engaged in for the purpose of gain or economic profit. This definition shall include, but is not limited to, the sale of tangible personal property at retail or wholesale, the manufacturing of goods or property and the rendering of personal services for others for a consideration by persons engaged in any profession, trade, craft, business, occupation or other calling. The acts of employees rendering service to employers shall not be included in the term business, unless otherwise specifically provided.

CONDOMINIUM: The individual ownership of a single unit in a multi-unit project, together with an undivided interest in common in the common areas and facilities of the property.

DEVELOPER: Any person or entity who applies for any land use approval under this Title, or engages in "development activity" as defined in U.C.A. 10-9a-103 (2021), as may be amended from time to time.

COMMERCIAL BUSINESS: Any business enterprise conducted within any commercial zone. Commercial businesses are only allowed in LC-1 light commercial zone, LI-1 light industrial zone, and RVP-1 recreational vehicle park zone (consult zoning regulations in this title for activities allowable in any particular zone). With the exception of a B&B (see SCMC 10-6A-3) and home businesses (see SCMC 3-1-13, "Home Businesses" for activities allowable in residential zones), no business enterprises shall be allowed in any residential zone.

DOMESTIC EMPLOYEE: A person who provides household services to an individual or family. Examples include, but are not limited to, caretakers, house sitters, maids, housekeepers, nurses, gardeners, nannies and the like.

EMPLOYEE: Any persons employed by the operator, owner or manager of a place of business in any capacity and also any salesperson, agent or independent contractor engaged in the operation of the place of business in any capacity. The husband, wife, son, daughter, father and/or mother of the operator, owner or manager of a place of business shall not be classified as an employee in the event that said relative is working at the place of business.

GENERAL PLAN: The general plan recommended by the planning and zoning commission and adopted by the city council (after appropriate public hearings) outlining the direction the physical as well as the philosophical development of Spring City should attempt to follow. The general plan required under U.C.A. 10-9a-401 is known as the Spring City Master Plan.

GUESTHOUSE, DETACHED: Any single-family apartment style dwelling detached and separate from but found on the same lot as an existing residence. Such guesthouses are

allowable in residential zones and, if new construction, shall not exceed a total maximum floor area of all habitable stories of 1000 square feet, with no single floor having more than six hundred and fifty (650) habitable square feet. If there are conversions of existing structures, this size limitation may be waived. They may be constructed with bathroom and kitchen facilities but shall not be used as rental apartments, except as otherwise specifically allowed in the SCMC. There shall be no more than one (1) guesthouse (whether a Guesthouse, Internal or a Guesthouse, detached) per buildable lot in any zone.

GUESTHOUSE, INTERNAL: Any single-family apartment style habitable building added to or created within a primary single-family dwelling and contained on one lot. A Guesthouse, Internal may be used as a rental apartment, subject to the provisions of this Title.

HISTORIC DISTRICT: An area located on the Main Street extending halfway through each block east to west and from 5th Street North to 5th Street South. This district is not a usage zone but an "overlay" of whatever usage zone may fall within.

HISTORIC STRUCTURE: Any structure 50 years or older or any structure having a historical significance such as monuments, bridges, cemeteries, etc.

HOME BUSINESS: Any business enterprise conducted within a dwelling or adjacent structures located on the same premises and carried on by persons residing in the dwelling unit. Excepting farming or other agricultural business enterprises, owners of all business enterprises in residential zones must obtain a home business license and comply with the conditions of this title and SCMC 3-1 prior to operating any such business. Such a business use shall be clearly incidental and secondary to the dwelling use and shall not change the character of such dwelling or the residential neighborhood (see SCMC 3-1-13, "Home Businesses" for activities allowable in residential zones).

HOME FOR DELINQUENT TEENAGERS: Any detention resident dwelling where two (2) or more delinquent teenagers are placed as wards of the state or by order of the court system. Said detention home, center, or dwelling shall not be allowed in any zone in Spring City.

MAJOR STRUCTURE: A dwelling (home), large barn, commercial building, public building or like structure.

MANUFACTURED OR MODULAR HOME: A manufactured or modular unit home, unlike mobile homes, does not have permanently attached axles for wheels and are designed for permanent foundations. Only those manufactured after June 1976, meet the HUD standards and must have a certificate of the same to be allowed in this city or county (see county codes). They have a minimum size requirement, are required to be placed on a normal size building lot, they have a normal pitched roof, with a permanent foundation, permanent utility hookups, and meet minimum health, fire, and safety codes.

MOBILE HOME: A transportable factory built housing unit. It generally has a flat roof, attached axles for wheels, nonpermanent hookups for utilities, is not designed for a permanent foundation, and is small in size (under 900 square feet). Mobile homes are only allowed in the

Mobile Home Zone R3. Those built prior to June 1976, do not meet HUD certified manufacturing standards and are not allowed in this county (see county codes).

MODERATE INCOME HOUSING: Refers to residential dwellings for rent that moderate income families can afford to rent. The state of Utah requires cities to make a percentage of such housing available to residents.

NONCONFORMING USES: Occupancy or use of any building, structure, or land within the city prohibited by provisions of this title, but which lawfully existed prior to the effective date hereof. This includes residential, commercial, industrial, and public structures occupied or vacant at the time of adoption of these provisions.

PLACE OF BUSINESS: Each separate location maintained or operated by any business licensee within the city from which business activity is conducted or transacted.

~~PROTECTED HISTORIC ZONE: That area within the city limits that is located within an area description as follows:~~

- ~~A. Starting at the corner of 600 North and 400 East, thence South along 400 East to the corner of 400 East and 500 South, thence West along 500 South to Main Street, thence North along Main Street to 400 South, thence West on 400 South to 150 West, thence North along 150 West to 400 North, thence East along 400 North to 50 West, thence North along 50 West to 600 North, thence East along 600 North to point of beginning.~~
- ~~B. No new R-3 or R-MF Zones are allowed in the Protected Historic Zone. The minimal buildable lot size will be 1.06 acres in this zone unless previously split and grandfathered.~~

RV PARK: This is an area established for temporary (a maximum of 30 consecutive days within any 90 day period) parking of recreational vehicles (RVs) which for this zone only (recreational vehicle park zone) are defined as camper type trailers, motor homes, truck borne campers, or the like.

RECREATIONAL VEHICLES (RVs): Camp trailers, motor homes, pickup campers, boats and/or their trailers, four-wheelers and/or their trailers, snowmobiles and/or their trailers, motorcycles and/or their trailers, flatbed trailers, converted pickup bed trailers, camp wagons, buggies, carts, and all similar type vehicles.

SPRING CITY RESIDENT: A resident of Spring City is anyone who owns or rents a home in Spring City and resides full time.

SUBDIVISION: Any plot or parcel of land which is divided into two (2) or more plots or parcels of land having no less than 1.06 acres per parcel. ~~in the case of land within the Protected Historic Zone and no less than 0.5 acres per parcel in the case of land outside the Protected Historic Zone~~ Lots containing less than the required minimum acreage, unless grandfathered, are unbuildable.

TEMPORARY USE PERMIT: A permit required to engage in any temporary business enterprise or other activity using public rights of way or conditional use of public or private property in any zone such as: motion picture production permits, carnivals, circuses, fireworks displays or stands, Christmas tree lots, promotional displays, political rallies or campaign headquarters, large (over 400 people) public gatherings, temporary sales (excepting yard sales) vending on the street, sidewalk or any public right of way (excepting lemonade stands or the like, run by children under 17 years of age), and the like. (See also SCMC 10-8-2, "Temporary Uses".) Such a permit shall, among other information and conditions, specify the time limit and place to be used. Such a temporary use permit shall be required for residents of Spring City as well as any out of town business enterprises or activities.

VISIBILITY BARRIER: Any fence, or building, or any structure (of normal materials), or trees and bushes or like shrubbery constructed or arranged for the purpose of hiding from public view any unsightly materials, supplies, equipment, vehicles, etc. Said visibility barriers must comply with the height and setback requirements.

ZONING MAP: The official map prepared, approved, and presented by the planning and zoning commission and signed and adopted by the city council (after appropriate public hearings) which map shall be posted in the city hall for public view as well as (a second copy) kept safe from tampering. Thereon shall be exhibited public roadways and facilities, each zone with boundaries and titles, as well as other pertinent information.

ZONING PLAN: The adopted zoning ordinance including the zoning map. (Ord. 2005-01, 9-8-2005; amd. Ord. 2014-01, 5-15-2014)

SECTION 2: AMENDMENT "10-6A-3 CONDITIONAL USES" of the
Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-6A-3 CONDITIONAL USES

The following buildings, structures, and uses of land shall be permitted upon the conditions set forth in this title and after review and approval has been given by the designated reviewing agencies. The planning and zoning commission shall review all conditional use proposals and shall approve, disapprove, or approve with conditions. Owner may appeal to the board of adjustment should he/she feel the planning and zoning commission was unfair. The following conditional uses shall not alter the residential character of the surrounding neighborhood or zone.

Bed and breakfasts. Bed and breakfast (B&B) establishments shall be allowed in this zone. A "bed and breakfast establishment" for purposes of this title shall be defined as a single

residence dwelling equipped with and providing short term sleeping and meal accommodations for tourists or like traveling persons. Bed and breakfast establishments shall be allowed in accordance with the following conditions:

- A. Excepting the food preparation, the limitation of area of primary residence, and other structures allowed for use of business provisions, the B&B shall comply with all required conditions for a home business use (see SCMC 3-1-13).
- B. No B&B shall have more than ten (10) rooms available for such short term accommodations.
- C. B&B establishments shall comply with all state and local food handling requirements as well as any ordinance governing hotels.
- D. The Transient Room occupancy tax shall apply.
- E. A home business license and state tax ID are required.

Short term rentals

Churches. Upon feasibility and impact studies as well as review and approval of the planning and zoning commission, churches may be allowed in this zone.

Construction. unconventional construction.

- A. Construction, design, and materials shall not be obnoxious, repugnant, or completely out of harmony with the surrounding residential structures.
- B. Must be in compliance with all building codes.

Guesthouses. For purposes of this title, a "guesthouse" shall be defined as any single-family apartment style dwelling separate from but found on the same lot as an existing residence. Such guesthouses are allowable in residential zones and, if new construction, shall not exceed a total maximum floor area of all habitable stories of one thousand (1000) square feet, with no single floor having more than six hundred and fifty (650) habitable square feet. If they are conversions of existing structures, they shall not exceed a total maximum floor area of all habitable stories of one thousand (1000) square feet They may be constructed with bathroom and kitchen facilities but shall not be used as rental apartments. Such guesthouses are allowed in accordance with the following requirements:

- A. This conditional use is not intended to circumvent the single-family dwelling or lot size requirements as put forth in this title nor is it intended to authorize duplex housing. It is intended to allow use of existing accessory structures such as log cabins and bungalow structures, new log cabins and bungalow structures as accommodations for nonpaying guests or domestic employees (see definition in SCMC 10-1-3).
- B. Such guesthouse may not be sold separate from the main dwelling or commercial property.
- C. Only one guesthouse shall be allowed per residential lot or commercial building.
- D. New construction guesthouses shall be detached (excepting breezeways) from the main residence or commercial building, and shall not exceed a total maximum floor area of all habitable stories of one thousand (1000) square feet, with no single floor

having more than six hundred and fifty (650) habitable square feet. Structures existing at the date of this title may be converted to guesthouses but shall not exceed a total maximum floor area of all habitable stories of one thousand (1000) square feet.

- E. Owners of guesthouses shall provide adequate off street parking for guests. Exceptions may be made if this requirement would change the historic character of the property.
- F. Guesthouses shall be designed and constructed with materials that are comparable to and compatible with the primary residence and other residences in the vicinity.
- G. There shall be no separate utility service to the guesthouse.
- H. The driveway serving the primary dwelling shall also serve the guesthouse.

Home business. Home businesses in accordance with SCMC 3-1-13, "Home Businesses".

Note: Although agriculture (farming) is a business that technically may be considered a home business, it does not require a home business license.

Public school. Upon conditions, public and private school buildings and grounds, not necessarily to include storage yards.

Recreational vehicles. Recreational vehicles (RVs), including camp trailers, motor homes, pickup campers, boats and/or their trailers, four-wheelers and/or their trailers, snowmobiles and/or their trailers, motorcycles and/or their trailers, flatbed trailers, and the like (see SCMC 10-1-3, "Definitions"), may be stored in this zone in accordance with the following, and may not be stored or used as living quarters within the city limits, except as provided below:

- A. Notwithstanding any provisions contained herein, camper type RVs on private property only (not public rights of way) may, but only upon obtaining a zoning permit, be used:
 - 1. Short term (for periods no longer than thirty (30) days) as guest accommodations for family reunions, holiday visitors, and other similar uses; and
 - 2. For periods no longer than one (1) year as temporary accommodations of the owner and family while a permanent private residence is being constructed on the private property on which the RVs are being utilized. A failure to obtain a zoning permit for a permitted use as described in this subsection will result in the same fines as penalties as applicable to other failures to obtain required zoning permits.
- B. RVs may be stored, displayed, sold, and serviced, but not used for living quarters in a sales lot in accordance with existing commercial conditions (see SCMC 10-6 Article D, "LC-1 Light Commercial Zone").
- C. RVs may be stored and used in licensed recreational vehicle park zones (see SCMC 10-6 article G, "RVP-1 Recreational Vehicle Park Zone").
- D. RVs may be stored in approved and licensed mobile home parks provided that they are in an area separate from that used as mobile home residences and upon review and approval of the planning and zoning commission.

The City may provide notice of non-compliance for any RVs used other than as permitted, as provided above, and may disconnect any utilities connected to any non-complying RVs, and/or

citations may be issued. Violation of this Section is a Class B Misdemeanor

Storage containers. A zoning permit is required for storage containers but may be combined with a zoning permit or an accessory structure permit may be obtained, if within the allowable two hundred (200) square feet requirement for accessory structures. A maximum of two (2) storage containers are not exceeding forty-five (45) feet in length allowed on 1.06 acre or larger city lots or properties and will not exceed twenty-five percent (25%) of the property after property size available is adjusted to comply with setback and accessory building separation requirements. Lots smaller than 1.06 acres shall have no more than one (1) storage container per lot. Storage containers are not allowed in the Main Street Historic District unless it is for construction purposes. Said temporary storage containers shall have time limit of six (6) months maximum from the date of zoning permit approval. All storage containers are to be compliant with the building construction standards.

Towers. Telecommunication or cellular towers or any other like towers shall not be permitted in this or any other zone in the city if it is determined by the reviewing agencies that such tower will change the character or detract from the aesthetic appearance of the zone or any neighboring zone.

Windmills. Wind powered electric generators and pumps (windmills) shall not change the residential character of the neighborhood nor shall they detract from the aesthetic appearance of the neighborhood. (Ord. 2014-01, 5-15-2014)

SECTION 3: AMENDMENT “10-6A-4 LOT AND DWELLING SIZE REQUIREMENTS” of the Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-6A-4 LOT AND DWELLING SIZE REQUIREMENTS

- A. Lot: The minimum lot area for a one-family dwelling shall be 1.06 acres or approximately forty six thousand one hundred and sixty (46,160) square feet in area ~~if located within the Protected Historic Zone; and 0.5 acres or approximately twenty one thousand seven hundred and eighty (21,780) square feet in area if located outside of the Protected Historic Zone,~~ unless otherwise grandfathered or split ~~in previous years~~ when a lot size smaller than the 1.06 acre requirement was allowed, to a lot size then permitted. ~~Any lot splits to less than 1.06 acres must connect to the Spring City culinary and wastewater systems; if unable or unwilling to connect then the minimum lot size will be 1.06 acres allowed.~~
- B. Dwelling: A residential dwelling shall be constructed in compliance with the International Building Code as herein provided. (Ord. 2014-01, 5-15-2014)

SECTION 4: AMENDMENT “10-6A-6 LOCATION REQUIREMENTS”
of the Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-6A-6 LOCATION REQUIREMENTS

Each residential lot shall abut a public street for a minimum of two hundred feet (200 feet) of frontage ~~for 1.06 acre lots and a minimum of one hundred feet (100 feet) for .5 acre lots, or proportional in frontage to above~~, except in the case of lots previously subdivided which are smaller than or equal to 1.06 acres or lots that have been previously split and are grandfathered. Residential lots that have been previously legally subdivided and are grandfathered, which are smaller than or equal to 0.45 acres are referred to herein as “Small Lots.” All residential dwellings must meet the following current permitted requirements:

- A. Residential dwellings on corner lots shall have a minimum setback of thirty feet (30') from both property lines along public streets.
- B. Residential dwellings shall have side yards of at least ten feet (10') from property lines not adjacent to public streets.
- C. Residential dwellings and accessory structures that measure greater than two hundred (200) square feet shall have a minimum rear yard of thirty feet (30'). (Note: A deck may extend 12 feet into the rear setback.)
- D. No accessory structure may be closer than thirty feet (30') of both property lines along public streets for corner lots and shall (i) not cover more than thirty percent (30%) of the rear yard, and (ii) not contain more than one (1) story unless a conditional use permit is obtained authorizing more than one (1) story; provided that, in the case of a Small Lot, no accessory structure may be closer than twenty feet (20') of both property lines along public streets for corner lots. No structure, landscaping, or other obstruction shall obscure the view of automobile drivers on corner lots. It is preferred that accessory structures shall be in the rear yard, but they shall not be closer to the property line than the dwelling. Exceptions may be made for decorative structures such as gazebos or pergolas.
- E. Accessory structures shall have a setback from all residential dwellings of twelve feet (12'), ten feet (10') from side-yard property lines and thirty feet (30') from property line corners of lots facing a public street; provided that, in the case of a Small Lot, accessory structures shall have a setback from all residential dwellings of nine feet (9'), five feet (5') from side-yard property lines and twenty feet (20') from property lines on corner lots facing a public street.
- F. There shall be ten feet (10') setbacks from irrigation lines and spouts; provided that, in the case of a Small Lot, irrigation lines and spouts setbacks shall be at least five feet (5').
- G. Accessory structures that measure two hundred (200) square feet and under will require a zoning permit with no fee to ensure proper setbacks. Any structures more

than two hundred (200) square feet will need to obtain a zoning permit. (Ord. 2014-01, 5-15-2014)

SECTION 5: AMENDMENT “10-6D-2 PERMITTED USES” of the Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-6D-2 PERMITTED USES

Any land use not listed in this ordinance as a permitted use or conditional use shall be considered prohibited. The following buildings, structures, and uses of land shall be permitted upon compliance with the standards and requirements as set forth in this title as well as the accepted building codes:

Single-family or two-family dwellings of conventional construction, including duplexes, or townhomes, up to ~~four~~two (2) structures per 1.06-acre lot, and up to four (4) units per 1.06 acre lot are permitted. For lots larger or smaller than 1.06 acres, the maximum number of units shall be adjusted in proportion to the size of the lot. For example, a lot that is 2.12 acres will qualify for up to eight (8) units and a grandfathered lot of 0.5 acres will justify for up to 2 units that is less than 1.06 acres will qualify for a proportional number of units. In no event shall one lot contain more than eight (8) units. Units may be rented or occupied by the owner of the Property. Co-ops, time shares, or other fractional ownership other than ownership of the entire property is prohibited.

A unit is considered to be dwelling units; thus a duplex is considered two units.

No multi-family dwelling will be permitted in the main street historical district as defined in SCMC 2-1-1

To limit the number of multi-family dwellings within Spring City no more than ~~43~~30% of Multi-Family to Single Family homes will be permitted, i.e. if there are four hundred (400) single family homes then only a maximum of ~~16~~twelve (12) multi-family homes is permitted within Spring City Municipal boundaries. Dwellings within a R-3 or R-MF Zone will not be counted as single family homes for this calculation.

A normal number of household pets are permitted. Large animals are prohibited.

Customary residential accessory structures including uses or buildings of a nature customarily incidental and subordinate to, the principal use or building are permitted. For the purposes of this ordinance, accessory structures include both permanent and temporary structures such as garages, carports, sheds, studios, home offices, shipping containers, etc. regardless of whether said structures are unenclosed or enclosed. Shipping containers and outdoor storage are prohibited.

Fences and walls between neighboring properties shall not be more than eight feet (8') in height and shall ~~not be~~ constructed of abnormal or obnoxious materials. No fence, wall, shrub, or hedge shall be of a height or placement so as to obstruct traffic visibility at any intersection. Subject to the city's nuisance regulations, visibility barriers (fences, walls, shrubs, trees, etc.) may be required in some cases to hide unsightly equipment, materials, or other clutter found on properties in this zone. Subject to the requirements of SCMC 11-3-4 Part D hazardous structures or areas may be required to be fenced.

Gardens, orchards and field crops are permitted.

Minor public facilities, parks, and playgrounds are permitted.

Temporary signs, a maximum of two (2) in number, not exceeding six (6) square feet, advertising the sale of the premises or other temporary event are permitted. Such signs shall be located on private property only.

SECTION 6: AMENDMENT "10-6D-4 LOT AND DWELLING SIZE REQUIREMENTS" of the Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-6D-4 LOT AND DWELLING SIZE REQUIREMENTS

A. Lot: The minimum lot area for a multi-family ~~dwelling outside of the Protected Historic Zone shall be 0.5 acres or approximately twenty one thousand seven hundred and eighty (21,780) square feet in area, in each case~~ shall be 1.06 acres or approximately forty six thousand one hundred and sixty (46,160) square feet in area, unless otherwise grandfathered or split ~~in previous years where~~ when a lot size ~~was then~~ smaller than the 1.06 acre requirement was allowed. ~~Any lot splits to less than 1.06 acres must connect to the Spring City culinary and wastewater systems, if unable or unwilling to connect then the minimum lot size will be 1.06 acres.~~ Multi-family dwellings are not allowed in the ~~Protected Historic Zone~~ main street historical district as defined in SCMC 2-1-1.

B. Dwelling: All residential dwelling units shall be constructed in compliance with the International Building Code as herein provided.

Ask Chris about the typo

SECTION 7: AMENDMENT "10-6D-6 LOCATION REQUIREMENTS" of the Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-6D-6 LOCATION REQUIREMENTS

Each residential lot shall abut a public street for a minimum of two hundred feet (200 feet) ~~of frontage for 1.06-acre lots and a minimum of one hundred feet (100 feet) for .5-acre lots,~~ except in the case of lots ~~previously subdivided which are smaller than or equal to 1.06 acres or lots~~ smaller than 1.06 acres that have been previously split and are grandfathered, in which case the minimum frontage requirement will be proportionately less. Residential lots that have been previously legally subdivided and are grandfathered, which are smaller than or equal to 0.45 acres are referred to herein as “Small Lots.” All residential dwelling units must meet the following current permitted requirements:

A. Residential dwelling units on corner lots shall have a minimum setback of thirty feet (30') from both property lines along public streets.

B. Residential dwelling units shall have side yards of at least ten feet (10') from property lines not adjacent to public streets.

C. Residential dwelling units and accessory structures that measure greater than two hundred (200) square feet shall have a minimum rear yard of twenty feet (20').

D. No accessory structure may be closer than thirty feet (30') of both property lines along public streets for corner lots and shall (i) not cover more than thirty percent (30%) of the rear yard, and (ii) not contain more than one (1) story unless a conditional use permit is obtained authorizing more than one (1) story; provided that, in the case of a Small Lot, no accessory structure may be closer than twenty feet (20') of both property lines along public streets for corner lots. No structure, landscaping, or other obstruction shall obscure the view of automobile drivers on corner lots. It is preferred that accessory structures shall be in the rear yard, but they shall not be closer to the property line than the dwelling. Exceptions may be made for decorative structures such as gazebos or pergolas.

E. Accessory structures shall have a setback from all residential dwellings of twelve feet (12'), ten feet (10') from side-yard property lines and thirty feet (30') from property line corners of lots facing a public street; provided that, in the case of a Small Lot, accessory structures shall have a setback from all residential dwellings of nine feet (9'), ten feet (10') from side-yard property lines and twenty feet (20') from property lines on corner lots facing a public street.

F. There shall be ten feet (10') setbacks from irrigation lines and spouts; provided that, in the case of a Small Lot, irrigation lines and spouts setbacks shall be at least ten feet (10'). Accessory structures that measure two hundred (200) square feet and under will require a zoning permit with no fee to ensure proper setbacks. Any structures more than two hundred (200) square feet will need to obtain a zoning permit.

SECTION 8: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 9: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 10: EFFECTIVE DATE This Ordinance shall be in full force and effect from _____ and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE SPRING CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Chris Anderson	_____	_____	_____	_____
Councilmember Marty McCain	_____	_____	_____	_____
Councilmember Michael Broadbent	_____	_____	_____	_____
Councilmember Courtney Syme	_____	_____	_____	_____
Councilmember Laurel Workman	_____	_____	_____	_____

Presiding Officer

Attest

Paul Penrod, Mayor, Spring City

Ruth Ann McCain, City Recorder,
Spring City

SPRING CITY
ORDINANCE 2026-02

DARK SKY AND EXTERIOR LIGHTING - APPLICABLE TO HISTORIC MAIN
STREET DISTRICT

WHEREAS, It is proposed that Spring City adopt a dark sky and exterior lighting ordinance by adding a new Section 6 to Chapter 10-7 of the Spring City Municipal Code

NOW THEREFORE, be it ordained by the Council of the Spring City, in the State of Utah, as follows:

SECTION 1: **ADOPTION** “10-7-6 DARK SKIES” of the Spring City Municipal Code is hereby *added* as follows:

ADOPTION

10-7-6 DARK SKIES(*Added*)

- A. Purpose and Intent: It is the intent and purpose of this ordinance to preserve the nighttime character of Spring City, protect views of the night sky, reduce light pollution and ensure that exterior lighting within the City’s Historic Main Street District is compatible with that district. Exterior lighting within the Historic Main Street District shall be designed to provide safety and functionality while minimizing glare, light trespass and excessive brightness.
- B. Applicability: This ordinance applies to all new construction, exterior alterations, site improvements and replacement of exterior lighting fixtures within the Historic Main Street District. Existing lighting shall be brought into compliance when replaced or substantially modified.
- C. Fixture Requirements: All exterior lighting fixtures within the Historic Main Street District shall be fully shielded and full cutoff, directing light downward only. No such light source shall emit light above the horizontal plane. Fixtures shall be of a design compatible with the historic character of the district and shall not expose LED elements or modern lenses.
- D. Light Levels: Exterior lighting within the Historic Main Street District shall be limited to the minimum illumination necessary for safety. Entry lighting shall not exceed 600 lumens per fixture. Wall mounted fixtures shall not exceed 400 lumens. Walkway illumination shall not exceed 3 foot-candles. Light trespass at property lines shall be minimized and shall not exceed 0.0 foot-candles where feasible.
- E. Color Temperature: All exterior lighting shall utilize warm-color light sources with a correlated color temperature not exceeding 2700 Kelvin. Lower color temperatures, including 2200 Kelvin, are encouraged to replicate historic lighting conditions.
- F. Mounting Height and Placement: Wall mounted fixtures shall be installed below

rooflines and architectural cornices and shall not exceed a mounting height of 10 feet unless otherwise approved. Pole-mounted lighting is prohibited within the Historic Main Street District.

- G. Prohibited Lighting: The following lighting types are prohibited within the Historic Main Street District: upward-directed, façade washing, architectural uplighting, unshielded floodlights, and decorative lighting that produces glare or excessive brightness.
- H. Landscape and Site Lighting: Landscape lighting within the Historic Main Street District shall be limited to low-level, fully shielded path and step lighting, where necessary for safety. Tree uplighting and decorative ground lighting are prohibited.
- I. Operational Controls: Non-essential exterior lighting shall be turned off during late-night hours. Security lighting shall utilize motion sensors and operate at reduced illumination levels.
- J. Review and Enforcement: All exterior lighting within the Historic Main Street District is subject to review and approval by the City or Historic Main Street Subcommittee of the Planning and Zoning Commission. Violations of this ordinance shall be subject to enforcement as provided by City code.
- K. Severability: If any provision of this ordinance is found to be invalid, such invalidity shall not affect the remaining provisions.

SECTION 2: **EFFECTIVE DATE** This Ordinance shall be in full force and effect immediately upon the required approval and publication according to law.

PASSED AND ADOPTED BY THE SPRING CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Chris Anderson	_____	_____	_____	_____
Councilmember Marty McCain	_____	_____	_____	_____
Councilmember Michael Broadbent	_____	_____	_____	_____
Councilmember Courtney Syme	_____	_____	_____	_____
Councilmember Laurel Workman	_____	_____	_____	_____

Presiding Officer

Attest

Paul Penrod, Mayor, Spring City

Ruth Ann McCain, City Recorder,
Spring City

DRAFT

**RESOLUTION 2026-01
Planning Commission Member**

A Resolution to **appoint one Planning Commission Member to the Spring City Planning and Zoning Commission.**

Whereas, The Spring City Council has found that the Planning Commission needs a new Commission member due to the vacancy of a member; and

Whereas, the Spring City Council sees the need to appoint a new Planning Commission Member for the Spring City Planning Commission.

Now, therefore, the Spring City Council appoints **Andrew Skousen**, who has been an alternate, to fill the vacant Planning Commission position for the end of the term.

The above Resolution was introduced in writing and read in full by the Spring City Council Member, Marty McCain, and pursuant to the motion of Council Member _____ and seconded by Council Member _____ was adopted this the 5th day of March 2026 and shall go into effect immediately.

Paul Penrod, Mayor of Spring City

Attest:

Ruth Ann McCain, Recorder Spring City

Term expires: December 5, 2029

DRAFT

**RESOLUTION 2026-04
Planning Commission Alternates**

A Resolution to **appoint two Planning Commission Alternates to the Spring City Planning and Zoning Commission.**

Whereas, The Spring City Council has found that the Planning Commission needs two new Commission alternates due to a vacancy; and

Whereas, the Spring City Council sees the need to appoint a new Planning Commission alternates for the Spring City Planning Commission.

Now, therefore, the Spring City Council appoints **David McEwan and Daniel Rasmussen**, to fill the vacant Planning Commission alternate position for the term of five years.

The above Resolution was introduced in writing and read in full by the Spring City Council Member, Marty McCain, and pursuant to the motion of Council Member _____ and seconded by Council Member _____ was adopted this the 5th day of March 2026 and shall go into effect immediately.

Paul Penrod, Mayor of Spring City

Attest:

Ruth Ann McCain, Recorder Spring City

Term expires: March 5, 2031

SPRING CITY INAUGURAL FATHER'S DAY CAR SHOW

COMMITTEE UPDATE

COMMITTEE: Gary Allen, Jhan Miller, Mark Allen, Aaron Osborne, City Council Liaison, Alicia King, Selicia McKay, Shawn Draney, David and Becky Fellhauer

EVENT DURATION: 10:00 am to 3:00 pm

COMMENT BOX: A box will be placed at the registration desk for any and all comments.

VENDORS: Becky and David Fellhauer are on hand representing the Main Street Alliance to enlist and organize local merchants and crafters under the guidance of Sheryl Bartholomew. Jim Baker is helping to organize and enlist local artists

FOOD TRUCKS: The Sanpete Sandwich Company has committed as well as moose Grilled Cheese and Inferno wood Fired Pizza. Still seeking a Taco Truck, and perhaps, a Sno Cone vendor

ENTRANT CLASSES: There will be no defined classes, per se, other than Best of Show and Rodder's Choice and People's Choice

JUDGES: There will be no 'official' judging. All choices will be by category and chosen as follows: Best of Show- all entrants/ Rodder's Choice- all entrants/ People's Choice-all adult attendees/ Mayor's Pick- Mayor/ Police Chief Pick- Police Chief/ Fire Chief Pick- Fire Chief/ Power Dept. Pick- Power Superintendent/ Water Dept. Pick- Water Superintendent/ City Treasurer Pick- City Treasurer/ City Recorder Pick- City Recorder/ Animal Control Pick- Dept. Superintendent / Friends of Historic Spring City Pick- Designated Representative/ Main Street Alliance Pick- Designated Representative/ Tween Pick- all 13 to 19 year olds in attendance/ Kid's Pick- all 12 and under kids in attendance

AWARDS: Made (and donated) by local car enthusiasts. To date- Mike Ellison, Blue Lewallen, Jay Nelson, Gordon Roberts, Austen Jepsen, David McDaniel. So far, we have 14 finished awards and are expecting 3 more

DJ: Howard Western. We will schedule him to attend a future meeting to get acquainted with the committee, field questions, tour the park and plan the event with him.

ENTRANT KIT: Potentially a registration form, a small fire extinguisher, a medallion, a key-chain, a t-shirt and a raffle ticket

RAFFLE: Committee members to solicit donations in the form of financial support or merchandise from local merchants and individuals

QUILT RAFFLE: The Horseshoe Mountain Quilt Guild is donating 2 queen quilts and 3 or 4 lap quilts. They will be raffled separately and displayed by the Quilt Guild. Proceeds will be donated for the benefit of the Car Show.

ADVERTISING: Through the City website and newsletter. Articles posted in the Sanpete Messenger. Posters will be placed in local businesses. Flyers will be distributed at local car shows. List show on Utah Car Czar. Post event on Facebook pages of FOHSC and MSA (incl. posting on their respective websites?). And, of course, word of mouth. The art and formatting for the registration form, the logo and the flyers is complete. The tri-fold brochure and t-shirt art are in design.

HOT WHEELS RACES: Available to all attendees. Must purchase a new in-the-box car which will be made available at the show. Separate awards of 1st place, 2nd place and 3rd place

KIDS ACTIVITIES: Selicia McKay will coordinate & advise. To date- 2 bounce houses, face painting and corn hole.

FACILITIES: Use of City Park, Pavillion and Restrooms Provided by City. The event will also occupy the ball field.

PHOTOGRAPHY: Corey Madsen has graciously volunteered his services

POST SHOW MAIN STREET CRUISE: As entrants exit the show, they may line up for a cruise down Main Street to top off a fun filled day.

ROUGH PRELIMINARY BUDGET

CITY ALLOWANCE:		\$1,500.00
INCOME: Entry Fee- @ \$20/Car x 40		\$800.00
Sponsors- (20 @ \$40)		\$800.00
EXPENSES: Medallion	\$700.00	
Keychain	\$200.00	
Dash Plaques	\$200.00	
T-Shirts	\$500.00	
Advertising	\$200.00	
Flyers	\$200.00	
Brochure	\$200.00	
DJ	\$500.00	
Bounce Houses	\$400.00	

Spring City Fathers' Day Weekend Car Show

All Cars Welcome

June 20, 2026

10:00 am to 3:00 pm

Spring City Park

45 S. 100 E. Spring City, UT

**Family Fun
for
Everyone!**

*Raffle Prizes *Food Trucks
*Quilt Raffles *Awards Given

*Vendors
Crafts
Art

*Activities
Bounce Houses,
Hot Wheel Races

 **DJ** 
Howard Western

Cruise 3pm

SPONSORS

Mom's Stuff	TRB Materials	Floyd & Karen Swasey
Horseshoe Mountain Home	Allen & Bonnie Keisel	
Cox Center Automotive & Sports	Horseshoe Mountain Pottery	COFFEE DEPOT
House of Glass	Napa Auto Parts	Horseshoe Mountain
Eileen Roth Sorenson Farm	Paul & Rachael Bryner	Shake-A-Rug
BAXTER MANOR	Picket Fence Gallery & Gifts	Tom Dye Automotive
PINE SPORTS	BIG ARROWHEAD UPHOLSTERY	Highland Gift Shoppe & Art Gallery
MountainAmerica Credit Union		

Main Auto & Truck


AWARD CREATORS

Gordon Roberts
Mike Ellison
Blue Lewallen
Jay Nelson
Austen Jensen
Aaron Sorenson
David McDaniel

Register Here



For Registration Contact
recorder@springcityutah.gov
435-462-2244

Participant # _____

Paid _____

Spring City Inaugural Father's Day Weekend Car Show



* Car Registration Form *



Deadline June 1, 2026

Saturday June 20, 2026, 10:00 am to 3:00 pm
Spring City Park, 45 S. 100 E., Spring City, Ut.

PLEASE PRINT

Participants Name: _____ T-Shirt Size: _____

Address: _____ City: _____ St: _____ Zip: _____

Email: _____ Phone: _____

#1 Vehicle Info: Yr: _____ Make/Model _____

#2 Vehicle Info: Yr: _____ Make/Model _____

First 40 Participants will Receive One Entrant Kit While Supplies Last
Kit Includes: (1) T-Shirt, Medallion, Key Chain, Dash Plaque

Family Fun for Everyone

DJ - HOWARD WESTERN

- * Raffle Prizes
- * Food Trucks
- * Craft Vendors
- * Face Painting
- * Hot Wheel Races
- * Quilt Raffles
- * Awards Given
- * Artist Booths
- * Bounce Houses



Liability Release: In consideration of acceptance as a participator or spectator of the above mentioned events, I do hereby release and discharge The City of Spring City, it's officers, members and all others involved in the presentation of the 2026 Spring City Inaugural Father's Day Car Show and it's administration, employees and all participating businesses, owners and representatives of any property and or spectators including the conduct of any entrant or spectator. No refunds due to cancellation of inclement weather or unforeseen cirucumstances.

Signature X: _____ Date: _____
All Registration Forms Must be Signed & Dated mm/dd/yy

\$25 Entry Fee
\$10 Each for any Additional Vehicle

* MAIL FORM / CHECKS or MONEY ORDER to Spring City, PO Box 189, Spring City, Ut 84662
EMAIL: recorder@springcityutah.gov / CONTACT: 435-462-2244
PAYMENT May be Accepted on Day of Event

Office Use: Check #: _____ Check \$ _____ Cash \$ _____ Date: ____/____/____

Please Initial: Rec'd by: _____ Deposited by: _____ Date: ____/____/____

Sidewalk Management, Maintenance & Inspection Program (SMMIP)

Purpose

The purpose of the Sidewalk Management, Maintenance, and Inspection Program (SMMIP) is to establish a proactive, systematic, and defensible approach to ensuring sidewalks are safe, accessible, and compliant with applicable standards. This program reduces liability exposure, improves public safety, supports ADA compliance, and extends the life of sidewalk infrastructure.

Program Objectives

The SMMIP is designed to:

- Identify and correct sidewalk hazards before they cause injury
 - Maintain compliance with ADA, PROWAG, and local accessibility requirements
 - Reduce slip, trip, and fall claims and associated legal exposure
 - Prioritize maintenance funding using risk-based decision making
 - Create defensible inspection records and repair histories
 - Improve walkability, mobility, and public confidence
-

Program Scope

This program applies to all sidewalks, curb ramps, pedestrian pathways, crosswalks, and pedestrian-related concrete infrastructure owned, operated, or maintained by the organization, including:

- Public rights-of-way
 - Parks, campuses, and public facilities
 - Parking lots and internal pedestrian routes
 - Trails and shared-use paths
-

Program Components

1. Asset Inventory

All sidewalks and pedestrian assets should be mapped and inventoried using GIS or an equivalent asset management system. Each segment should include:

- Location
 - Length and width
 - Surface type
 - Age (if known)
 - Adjacent land use
 - ADA features (ramps, landings, detectable warnings)
-

2. Inspection Program

Sidewalks will be inspected on a defined cycle based on risk level:

Area Type	Inspection Frequency
Downtown, schools, transit, high pedestrian volume	1–2 times per year
Residential neighborhoods	Every 2–3 years
Low-use or rural areas	Every 3–5 years
After major storms or construction	As needed

Inspections will document:

- Vertical displacement (lips, cracks, heaving)
 - Surface defects (spalling, potholes, broken panels)
 - ADA compliance (cross slope, running slope, ramp condition)
 - Obstructions (vegetation, poles, utility conflicts)
 - Drainage and ponding
 - Utility access covers, water meter and manhole covers
-

3. Condition Rating System

Each sidewalk segment will be assigned a **condition and risk score** based on:

- Size of defect

- Trip hazard severity
- Pedestrian exposure
- ADA impact
- History of complaints or claims

Ratings will fall into:

- **Priority 4** – <.25” of variation - No action required
 - **Priority 3** – .25-1” of variation - Monitor and schedule repair if between .5”-1”
 - **Priority 2** – 1-2” of variation - Repair required
 - **Priority 1** – >2” of variation - Immediate hazard; temporary mitigation required
-

4. Maintenance & Repair Standards

Repairs will follow established engineering and accessibility standards including:

- ADA and PROWAG requirements
- Local sidewalk design standards

Approved repair methods may include:

- Panel replacement
 - Grinding
 - Asphalt or concrete patching
 - Mud-jacking or slab leveling
 - Curb ramp upgrades
-

5. Prioritization Framework

Projects will be prioritized using a risk-based model that considers:

- Safety risk (Priority 1 followed by Priority 2)
 - Within 24 hours:
 - Clearly mark with safety yellow paint or close and barricade section.

- Schedule for immediate repair/replacement as soon as possible
- ADA non-compliance
- Pedestrian volume
- Proximity to schools, transit, and public buildings
- Cost vs. benefit

This ensures funding is spent where it reduces the greatest risk and improves accessibility the most.

6. Work Order & Tracking System

All hazards, inspections, and repairs will be tracked in a centralized system that records:

- Date of inspection
- Inspector name
- Condition ratings
- Photos
- Repair type
- Date of completion
- Contractor or crew

This creates a defensible record for claims, audits, and ADA reviews.

7. Public Reporting & Response

A reporting system will allow the public to submit sidewalk concerns. All complaints will be:

- Logged
 - Inspected within 24 hours
 - Assigned a risk level
 - Tracked through resolution
-

8. Legal & Risk Management Integration

The SMMIP creates documented proof of reasonable care by demonstrating:

- Routine inspections
- Timely response to hazards
- Consistent repair standards
- ADA compliance efforts

This reduces exposure in personal injury and accessibility lawsuits.

Performance Metrics

The program will track:

- Miles of sidewalk inspected annually
 - Number of hazards identified
 - Percentage of high-risk defects repaired
 - Average response time
 - Reduction in claims and complaints
 - ADA compliance improvements
-

Conclusion

A formal Sidewalk Management, Maintenance, and Inspection Program allows the organization to move from reactive repairs to a proactive, data-driven system that protects the public, controls costs, improves accessibility, and reduces legal risk.

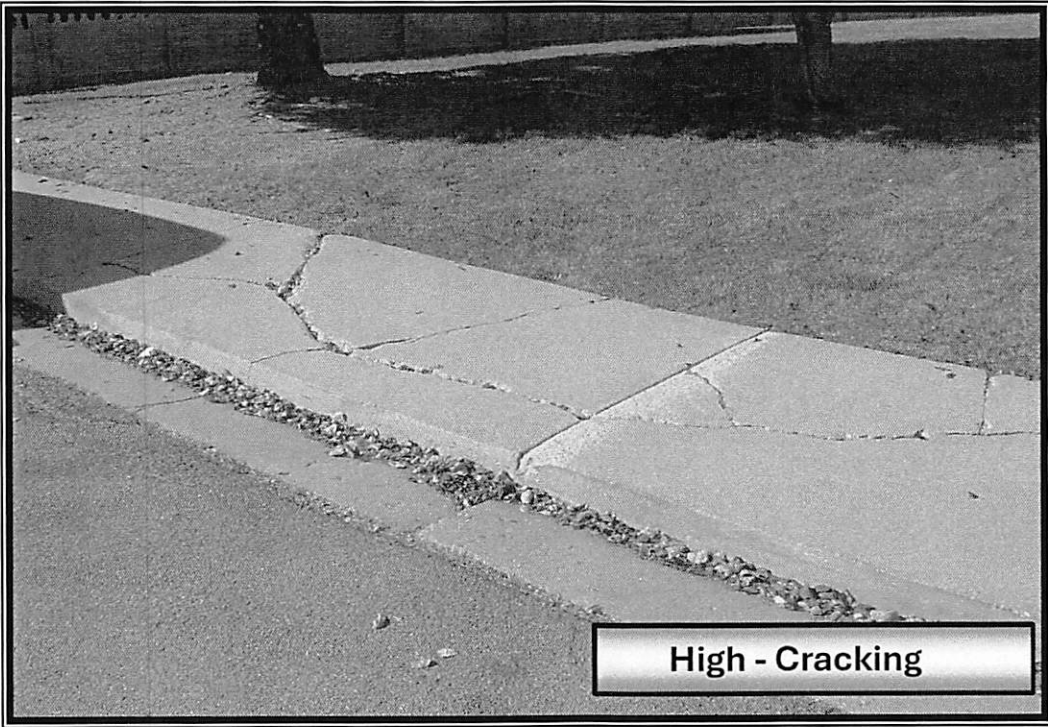
Sidewalk and Gutter Defects

Sidewalk and gutter defects refer to any sidewalk or gutter anomaly causing or potentially causing a safety risk or functionality issue. Defects are identified through inspections as well as individuals informing the organization of the issue. Each defect is inspected and the information is recorded. The Defect Rating System is as follows:

1. LOW - Defect is visible.
2. MODERATE - Defect is a potential hazard.
3. HIGH - Defect is a safety hazard or non-functional.
4. EXTREME - Defect is hazardous. Priority replacement.

Defect descriptions are divided into several categories.

1. **Cracking and Holes:** (Causes: Compaction issues, heavy drive loads, expansion)
 - Low - Crack or hole is visible but not causing unsafe conditions. (Hairline cracks)
 - Moderate - 1/4" - 1/2" separation, lift, settle or chipping.
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High - Cracking

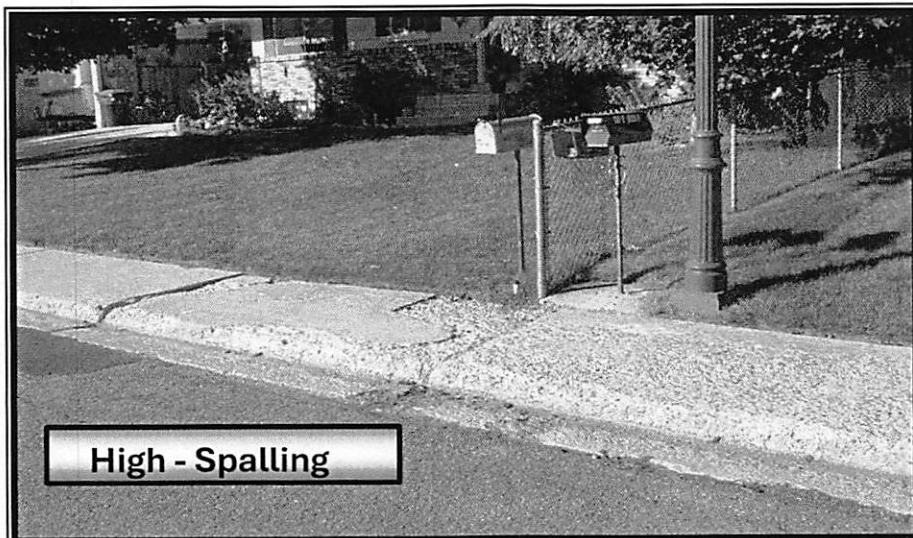
2. **Settling and Heaving:** (Causes: Trees, utilities, poor compaction)

- Low - $< 1/2''$.
- Moderate - $1/2''$ to $1''$.
- High - $> 1''$ to $2''$.
- Extreme - $>$ than $2''$.



3. **Spalling:** (Causes: Weak surface, freeze/thaw cycles, poor mix design or over finishing)

- Low - Minimal shallow, random flaking.
- Moderate - Up to 25% of the slab is spalling. Exposed aggregate, $1/2''$ recesses.
- High - Up to 50% of the slab is spalling. Exposed aggregate, $> 1/2''$ recesses.
- Extreme - Over 50% of the slab is spalling. Exposed aggregate, $> 3/4''$ recesses.



4. **Drainage:** (Causes: Settling, improper grade)

- Low - Small area puddle.
- Moderate - Water puddles to the road surface.
- High - Water puddles onto the road or approach causing damage or ice buildup or water backup.
- Extreme - Water puddles onto the road or sidewalk causing damage, flooding or ice buildup.



Tree Removal:

As trees become more mature, the roots and root system can increase in quantity and size. Roots can grow under and lift sidewalk, causing a tripping hazard or drainage problems. These trees are defined as "Nuisance Trees." In many cases, the only resolution is to remove the tree and root system and replace the affected sidewalk. City code clearly states that those who have control over the property are liable.

City Code concerning this matter states:

13-3-1. Definitions.

D. **Nuisance Tree** shall mean:

2. The roots of any tree or portion thereof which causes the surface of a public street, curb, gutter, or sidewalk to be up-heaved or otherwise disturbed;

13-3-6. Responsibility for Correcting Nuisance Tree.

Where a Nuisance Tree exists upon property, the property owner, landlord, tenant, or his or her agent, and all other persons having control of the property on which such nuisance exists, shall be deemed to be the cause thereof, and shall be liable therefor.

A. It is unlawful for any person, either as owner, agent, or occupant, to create, aid in creating, or maintaining a Nuisance Tree.

(Ord. No. O-93-0020, Enacted, 07/06/93)

B. The City shall determine if a particular tree is a Nuisance Tree and may cause all Nuisance Trees to be abated at the expense of the owner, agent, or occupant of the property on which the Nuisance Tree is located.

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C. Except as provided in this ordinance, the City may serve a notice in writing upon the owner, occupant, or agent of any lot, building, or premises in or upon which a Nuisance Tree is found, or upon the person who may be the cause of such Nuisance Tree, requiring the person to abate the Nuisance Tree within 15 calendar days. Failure to give a notice as provided herein shall not relieve the cause of any Nuisance Tree from the obligation to abate such nuisance, or from the penalty provided for the maintenance thereof. Notice of appeal may be filed with the Urban Forester within 5 working days of service of the notice to abate. Appeals from the Urban Forester's decision shall be heard by the City Manager within 15 calendar days, whereby a final decision will be made.

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In select circumstances, as determined by the City, tree removal for sidewalk replacement may be expedited by having owners sign an agreement. This agreement allows the City to remove the tree at the City's expense. **Working with the City Forester, it has been determined that approximately five trees can be removed annually by the City.** The prioritization of trees to be removed is determined through the inspection process. As we look to the future we may find that the time, expense to the City, and number of trees needing removal may be too great and the code will need enforcement.

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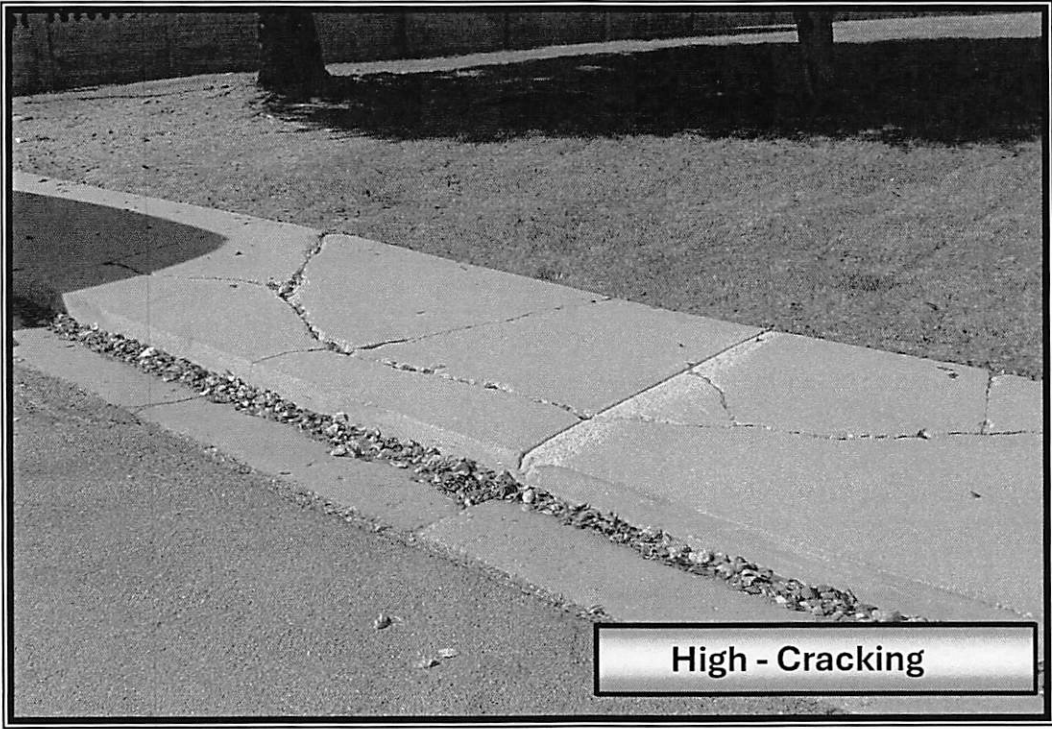
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**Cami Christensen
Planning & Zoning Chair Person
PO Box 412
Spring City, Utah 84662**

3/03/2026

Spring City City Council,

I am writing to formally inform the Spring City City Council of the outcome of the recent deliberations regarding Ordinance 2026-03.

On February 24, 2026, the Planning and Zoning Commission convened a public meeting to hear comments, concerns, and desires expressed by the citizens of Spring City regarding the proposed ordinance. The Commission carefully considered the public input provided during this meeting.

Subsequently, on February 25, 2026, the Planning and Zoning Commission held a vote to support Ordinance 2026-03. The vote resulted in a two-to-two tie, which was resolved in accordance with Commission procedures by a tie-breaking vote cast by the Chair. The final outcome of the vote was in favor of Ordinance 2026-03.

This correspondence is intended to ensure the City Council is fully informed of both the public hearing and the formal action taken by the Planning and Zoning Commission. Please feel free to contact the Commission should you require additional documentation, meeting minutes, or clarification regarding this matter.

Thank you for your time and continued service to the citizens of Spring City.

Respectfully submitted,

**Cami Christensen
Planning & Zoning Chair Person
Spring City Planning and Zoning Commission**

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