SPRINGVILLE CITY COUNCIL AGENDA
WORK MEETING
**TUESDAY, SEPTEMBER 15, 2026**
110 South Main Street
Springville, Utah 84663

NO FORMAL ACTIONS ARE TAKEN IN A WORK MEETING

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

**CALL TO ORDER**

**COUNCIL BUSINESS**

1. Calendar
   - Oct 06 – Work Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
   - Oct 20 – Work Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
   - Oct 27-28 – ULCT Annual Conference – Salt Palace, Salt Lake City

2. **REVIEW OF THE 7:00 P.M. REGULAR COUNCIL MEETING AGENDA ITEMS**
   a) Invocation – Councilmember Millsap
   b) Pledge of Allegiance – Councilmember Ellingson
   c) Consent Agenda
      2. Approval of the minutes for the September 01, 2026 Work and Regular meetings
      3. Approval of a Resolution approving a Land Purchase Agreement for 400 West Right-of-Way at 1600 South – Chris Wilson, City Engineer
      4. Approval of a Resolution repealing Resolution 2004-11 regarding E911 surcharges that have been superseded by State law – Bruce Riddle, Assistant City Administrator/Finance Director
      5. Approval of a Resolution approving an Interlocal Agreement with Provo Metro SWAT – Lance Haight, Public Safety Director

3. **WORK MEETING DISCUSSIONS/PRESENTATIONS**
   a) Discussion regarding the sale of Property at 1200 West Center Street – Troy Fitzgerald, City Administrator
   b) Presentation regarding FLOCK cameras and license plate readers - Lance Haight, Public Safety Director
   c) Memorandum of Understanding with Provo Metro SWAT – Lance Haight, Public Safety Director
   d) Hobble Creek Golf Course Update – Joel Grose, Golf Pro
   e) Discussion regarding Land Purchase Agreement for 400 West Right-of-Way at 1600 South - Chris Wilson, City Engineer

**MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

**ADJOURNMENT**

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

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

SPRINGVILLE CITY COUNCIL AGENDA
REGULAR MEETING
**TUESDAY, SEPTEMBER 15, 2026**
110 South Main Street
Springville, Utah 84663

## 7:00 P.M. COUNCIL MEETING – CITY COUNCIL ROOM

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

**CEREMONIAL**

1. Recognition of Board and Commission Members for their service to Springville City.

**PUBLIC COMMENT** – Audience members may bring any item, not on the agenda, to the Mayor and Council's attention. Please complete and submit a "Request to Speak" form. Comments will be limited to two or three minutes, at the Mayor's discretion. State Law prohibits the Council from acting on items that do not appear on the agenda.

**CONSENT AGENDA -** The Consent Agenda consists of items previously discussed or that are administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Council. The agenda provides an opportunity for public comment. If, after the public comment, the Council removes an item from the consent agenda for discussion, the item will keep its agenda number. It will be added to the regular agenda for discussion unless otherwise specified by the Council.

2. Approval of the minutes for the September 01, 2026 Work and Regular meetings
3. Approval of a Resolution approving a Land Purchase Agreement for 400 West Right-of-Way at 1600 South – Chris Wilson, City Engineer
4. Approval of a Resolution repealing Resolution 2004-11 regarding E911 surcharges that have been superseded by State law – Bruce Riddle, Assistant City Administrator/Finance Director
5. Approval of a Resolution approving a Memorandum of Understanding with Provo Metro SWAT – Lance Haight, Public Safety Director

**PUBLIC HEARING**

6. Public Hearing for Consideration of Resolution and budget amendment to the FY2027 Budget – Bruce Riddle, Assistant City Administrator/Finance Director

**MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

**ADJOURNMENT - CLOSED SESSION, IF NEEDED – TO BE ANNOUNCED IN MOTION**
The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE – POSTED 09/10/2026
In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please get in touch with the City Recorder at (801) 489-2700 at least three business days prior to the meeting.
Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means, and the meeting will be conducted pursuant to Springville City Municipal Code 2-4-102(4) regarding electronic meetings.
s/s - Kim Crane, MMC, City Recorder

MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, SEPTEMBER 01, 2026, AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

**Presiding and Conducting**: Mayor Matt Packard

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

**City Staff in Attendance**: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Administrative Services Director Patrick Monney, Community Development Director Josh Yost, Internal Services Director Scott Sensanbaugher, Library Director Dan Mickelson, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey Child, Power Director Jason Miller, Public Works Director Brad Stapley, and Public Safety Director Lance Haight.

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

Tyler Wilkins, Assistant Parks and Recreation Director introduced James Blake the new CRC Operations Superintendent. James addressed the Mayor and Council and said he was looking forward to inspiring the youth and senior citizens in what the CRC has to offer.

**COUNCIL BUSINESS**

1. Calendar
    - Sep 07 – Observation of the Labor Day Holiday (Civic Center Closed-Monday)
    - Sep 08 – Budget Strategy Meeting 4:00 p.m.
    - Sep 15 – Work Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

Mayor Packard asked if there were any additions to the calendar. He reminded the council of the upcoming Strategy Meeting on September 08, 2026 at Hobble Creek Golf Course at 4:00 p.m.

2. **DISCUSSION ON THIS EVENING'S REGULAR MEETING AGENDA ITEMS**
    a) Invocation – Councilmember Wright
    b) Pledge of Allegiance – Councilmember Smith
    c) Consent Agenda
        3. Approval of the minutes for the August 04, 2026 work and regular meetings, and the August 18, 2026 Truth in Taxation meeting

4. Approval of a Resolution allowing Springville City to reclaim an abandoned cemetery lot for resale – Stacey Child, Parks and Recreation Director

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

3. **WORK MEETING DISCUSSIONS/PRESENTATIONS**

a) **Presentation and discussion on the Draft Final TUF study – Jeff Anderson, Assistant Public Works Director**

Assistant Public Works Director Jeff Anderson reported on the Transportation Utility Fee (TUF). He explained that staff reviewed comments received during the study and worked to develop the best approach. He stated that the Council would need to determine a recommended residential TUF amount.

Jeff identified funding gaps for road maintenance, active transportation projects, pedestrian connectivity and sidewalk improvements, and intersection improvements. He reviewed the TUF calculation methodology and explained how costs would be allocated proportionately. He stated that the Institute of Transportation Engineers (ITE) Trip Generation Manual would be used as required by state law.

Jeff reviewed the proposed fee categories, including residential, commercial, and public uses, and discussed options for combining or separating single-family and multi-family residential units. He asked the Council for directions regarding the TUF amount and whether residential and commercial fees should be combined or separated. Staff recommended a combined TUF.

Council members reached consensus in favor of a combined TUF rate. Assistant Public Works Director Jeff Anderson reviewed the proposed implementation process, including an appeal process, ongoing administration, monitoring and updates, and adoption of a code section establishing the process. He reported that 17 cities in Utah currently have a TUF.

Jeff also reviewed the Optimized Pavement Management Strategy (PASER), which was intended to extend the life of roadways. He explained that an average PASER value of seven was recommended and that the target would focus on roadway lifespan rather than relying solely on the PASER rating.

Councilmember Ellingson asked whether the goal of the Transportation Utility Fee (TUF) was to support road maintenance and extend roadway longevity. Jeff confirmed that was the goal and reviewed staff's recommended TUF funding breakdown.

Mayor Packard invited each Councilmember to provide feedback on the proposed fee. Councilmember Wright expressed concern that the recommended $8.50 monthly fee was twice the $4.00 amount initially presented and stated she could not support the $8.50 amount.

Councilmember Ellingson noted that the $4.00 amount had previously been presented to the community and expressed concern that increasing it to approximately $8 could be difficult to communicate. She suggested increasing the fee incrementally over time.

Councilmember Millsap stated that if $8.50 was the amount needed to adequately maintain the roads, he would support the recommendation. Councilmember Snelson expressed concern about increasing the fee from $4 to $8 but reviewed the calculations and stated that the $8.50 amount would be more cost-effective over time. He supported selecting an efficient amount rather than increasing the fee annually.

Councilmember Smith asked about the process for increasing the fee in the future. Administrator Fitzgerald explained that Public Works would need to provide justification for an updated fee.

Councilmember Wright asked whether recently completed road projects could affect the funding needs. Jeff explained that staff had considered the significant work recently completed and noted that inflation could influence future costs.

Jeff stated that staff would provide community information meetings and informational materials. He reported that the target for implementation of the TUF was January 2027.

b) **Continued discussion regarding the Station Area Plan – Josh Yost, Community Development Director**

Director Yost reported on the Station Area Plan and reviewed the plan summary and policy statement. He explained that the plan addressed parking concerns and provided general recommendations for the area. He stated that staff felt confident the residential area west of the railroad tracks could develop into a stable and sustainable neighborhood with connections to 1750 West and the Camelot Trail system.

Councilmember Millsap asked how well the plan aligned with the property owner's intent. Director Yost stated that the plan was aligned with the property owner's goals and that the property owner was pleased with it.

Councilmembers Snelson, Millsap, and Ellingson requested that the Station Area Plan be brought before the Council for approval. Councilmember Smith suggested shelving the plan. Councilmember Wright expressed uncertainty about how the area might change over time.

Mayor Packard invited the property owner's representative, Dane Hill, Asset Manager with Property Reserve, to comment. Dane stated that the property owner wanted guidance from the Council regarding the future of the area and viewed the plan as the adopted guidance they could use to move forward.

Director Yost stated that staff would bring the Station Area Plan to the Council for consideration and approval. He also stated that he would discuss the plan further with Councilmembers Smith and Wright and address any questions they had.

**MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

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

**ADJOURNMENT CLOSED SESSION IF NEEDED – TO BE ANNOUNCED IN MOTION**

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

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

*This document constitutes the official minutes for the Springville City Council Work/Study Meeting held on Tuesday, September 01, 2026.*

*I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this meeting held on Tuesday, September 01, 2026.*

*DATE APPROVED:* ______________________ ______________________________

*Kim Crane*
*City Recorder*

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, SEPTEMBER 01, 2026, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

| | |
|---|---|
| **Presiding and Conducting:** | Mayor Matt Packard |
| **Elected Officials in Attendance**: | Karen Ellingson<br>Logan Millsap<br>Jake Smith<br>Mike Snelson<br>Mindi Wright |

**City Staff in Attendance**: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Administrative Services Director Patrick Monney, Community Development Director Josh Yost, Internal Services Director Scott Sensanbaugher, Library Director Dan Mickelson, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey Child, Power Director Jason Miller, Public Works Director Brad Stapley, and Public Safety Director Lance Haight

CALL TO ORDER

Mayor Packard called the meeting to order at 7:07 p.m.

INVOCATION AND PLEDGE

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

APPROVAL OF THE MEETING'S AGENDA

**Motion: Councilmember Snelson moved** to approve the agenda as written. **Councilmember Smith amended** the motion to take consent item #4 regarding the cemetery off and place it on the regular agenda. **Councilmember Millsap seconded** the motion. **Voting Yes:** Councilmember Ellingson, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 5-0**

MAYOR'S COMMENTS

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

CEREMONIAL

1. **Presentation from the Utah Chiefs of Police Association recognizing the accreditation of the Springville Police Department**
   The item was postponed to another date.

2. **Recognition of Board and Commission Members for their service to Springville City.**

Public Works Director Brad Stapley congratulated Calvin Crandall for his service most recently on the Utility Board and his service over the years on the Water Board. Power Director Jason Miller recognized Kenny Condie and Mark Lameraux for service on the Utility Board.

## PUBLIC COMMENT

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

Jessica Anthony addressed the council regarding safety concerns at the intersection of 200 North and 900 East near Art City Elementary. She highlighted the lack of a crossing guard, observing heavy traffic, frequent failure of drivers to stop at the four-way stop, and dangerous conditions for children crossing the street. Mayor Packard suggested Jessica meet with the police chief and the public works director to follow the established "Safe Route to School" committee process for determining crossing locations and exploring potential traffic calming solutions.

Mike Diede current President of the Kiwanis Club reported the organization was established in 1922 it is the oldest service organization in Springville, with 18 current active members. The club's primary fundraising effort is the Art City Scone booth, which generates approximately $20,000 annually. The club organizes a significant Sub for Santa project, which provides 400 boxes of food and approximately $16,000 in gift cards to local families in need. Mike highlighted the Key Club at the local high school, which involves about 100 students in service activities. Additionally, the Kiwanis Club provides scholarships for graduating seniors and covers recreational sports fees for families who need assistance.

4. **Approval of a Resolution allowing Springville City to reclaim an abandoned cemetery lot for resale – Stacey Child, Parks and Recreation Director**

Attorney John Penrod reported under state law and city ordinance, burial plots that remain unused for over 60 years are considered abandoned. The city is required to publish a resolution for three consecutive weeks to allow anyone with a legal interest in the plot to come forward. If no one claims the plot 30 days after the notice period, the city can resell it, often helping families who wish to be buried near existing relatives. Staff member Teresa Tipton actively researches family history using records to attempt to locate owners before designating plots as abandoned.

**Motion: Councilmember Snelson moved** to approve **Resolution #2026-28** allowing Springville City to reclaim an abandoned cemetery lot for resale. **Councilmember Ellingson seconded** the motion. **Roll Call; Voting Yes:** Councilmember Ellingson, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 5-0. Resolution #2026-28 adopted.**

## CONSENT AGENDA

3. Approval of the minutes for the August 04, 2026 work and regular meetings, and the August 18, 2026 Truth in Taxation meeting
4. ~~Approval of a Resolution allowing Springville City to reclaim an abandoned cemetery lot for resale – Stacey Child, Parks and Recreation Director~~

Mayor Packard asked for a discussion or a motion on the consent agenda. There was no discussion.

**Motion: Councilmember Snelson moved** to <u>approve</u> the consent agenda moving item #4 for discussion. **Councilmember Millsap seconded** the motion. **Roll Call; Voting Yes:** Councilmember Ellingson, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 5-0.**

REGULAR AGENDA

5. **Consideration of an <u>Ordinance</u> amending Springville City Code 11-6-120(2) to remove the performance guarantee fee amount from the code and maintain it in the Comprehensive Fee Schedule – Jonah Petersen, Building Official**

Mayor Packard asked Jonah Petersen to take a moment to introduce himself as the new Chief Building Official. Jonah shared a bit about his background in Draper City and his interest in construction and building codes.

Jonah presented an ordinance to amend Springville City Code Title 11, Chapter 6, Article 120. The change moves the specific dollar amount for performance bonds out of the city code and into the annual adopted fee schedule. The change will allow for more efficient updates to fee amounts as labor and material costs fluctuate, without requiring a new council ordinance each time.

**Motion: Councilmember Millsap motioned** to approve **Ordinance #26-2026** amending Springville City Code Title 11 Chapter 6 Article 120(2) to remove the performance guarantee fee amount. **Councilmember Wright seconded** the motion. **Roll Call; Voting Yes:** Councilmember Ellingson, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed 5-0; Ordinance #26-2026 Adopted.**

6. **Consideration of an <u>Ordinance</u> amending Springville City Code 11-5 to adopt the Wildland Urban Interface Overlay (WUI) – Carla Wiese, Planner II**

Carla explained that the city is required to adopt a Wildland Urban Interface (WUI) overlay district into its code to mirror state fire boundaries, ensuring the city remains eligible for state funding and reimbursement for wildland fire suppression. Properties within this designated boundary will be subject to specific building code and landscaping requirements aimed at fire safety. Residents can work with the state to have their properties assessed and certified, which may potentially lower insurance rates. The county assesses a small additional fee on property taxes for those in the affected areas to support fire-related funds. While some council members expressed concern about how residents are notified, it was noted that this process is largely managed at the state and county level.

Following the discussion there was clarification that no recusal was necessary for council members with property in the area.

**Motion: Councilmember Smith motioned** to approve **Ordinance #27-2026** approving Zone Text amendments to Springville City Code Title 11, Chapter 5, to adopt the Wildland Urban Interface Overlay. **Councilmember Millsap seconded** the motion. **Roll Call; Voting Yes:** Councilmember Ellingson, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed 5-0; Ordinance #27-2026 Adopted.**

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

Mayor Packard asked for further discussions or reports. There was none.

## CLOSED SESSION, AND ADJOURNMENT IF NEEDED – TO BE ANNOUNCED IN MOTION

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

## ADJOURNMENT

**Motion**: **Councilmember Ellingson moved** to adjourn the meeting and go into a closed meeting regarding property at 7:49 p.m. **Councilmember Wright seconded** the motion. **Voting Yes:** Councilmember Ellingson, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 5-0.**

*This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, September 01, 2026.*

*I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this meeting held on Tuesday, September 01, 2026.*

DATE APPROVED: ______________________ ______________________________

Kim Crane
City Recorder

# STAFF REPORT

**DATE:** September 8, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Chris Wilson, City Engineer

**SUBJECT:** **AUTHORIZING PURCHASE OF RIGHT-OF-WAY FOR 400 W PIONEER ROADWAY**

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**Recommended Motion:**

Move to approve Resolution 2026-__ authorizing the purchase of approximately 24,794 square feet of property from DCS Family Holdings, LLC located at 245 W Dry Creek Parkway (1600 South) and approximately 7,832 square feet of Public Right-of-Way Easement from Miner Farms, Parcel 26:054:0092, and authorizing City staff to execute all necessary agreements and documents required to complete the acquisition up to $350,000.


**Executive Summary:**

The City needs to acquire property and easements for 400 W right-of-way from the property owners within the 400 W alignment to provide public access to the, now under construction, 400 W Dry Creek Parkway (1600 S) full intersection due to new raised concrete medians restricting mid-block access to right-in/right-out movements. One of the primary beneficiaries is the Nebo Bus Depot.


**Focus of Action:**

Rather than approving the full purchase agreement, Council is being asked to approve a resolution authorizing the acquisition and delegating to staff the authority to finalize and execute all associated agreements.

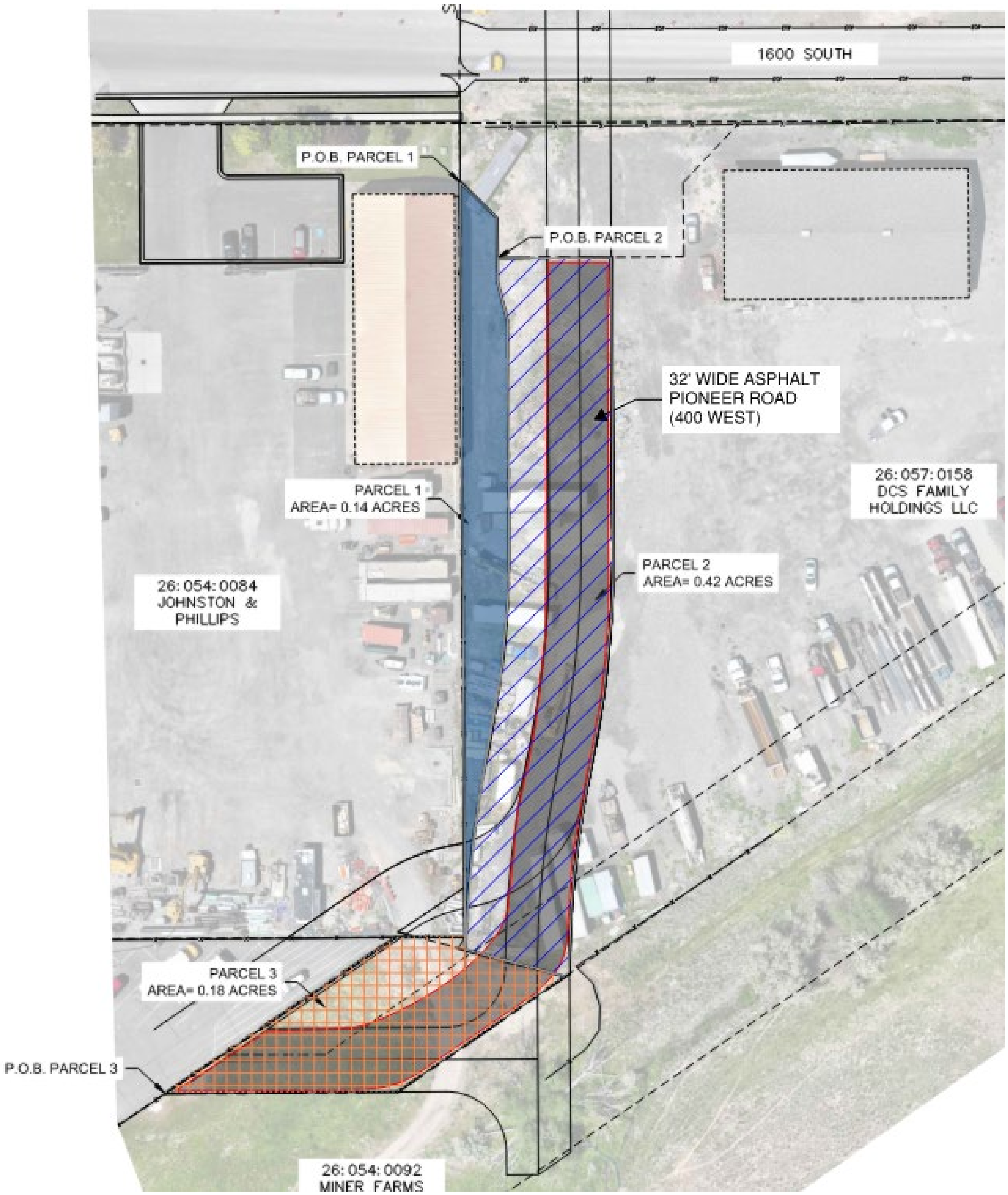
**Background:**
UDOT is reconstructing the 1600 S, now called Dry Creek Parkway, to a new 5-lane arterial roadway.

To mitigate access control on an arterial roadway, City standards require raised medians between full intersections, limiting drive access to right-in/right-out configurations.

Existing properties and businesses near the 400 W intersection will be significantly impacted by the right-in right-out configuration. One of the impacted properties is the Nebo School District's Bus Depot.

A 400 W 32' asphalt pioneer roadway is proposed to be extended from the Dry Creek Parkway intersection to Nebo School District property to provide public access to Nebo and adjacent property owners to the full intersection, allowing left-hand turns at the 400 W Dry Creek Parkway intersection.

Construction of the new pioneer roadway will require the relocation of existing fencing, securing the impacted properties.


1600 SOUTH
P.O.B. PARCEL 1
P.O.B. PARCEL 2
32' WIDE ASPHALT
PIONEER ROAD
(400 WEST)
PARCEL 1
AREA= 0.14 ACRES
26:057:0158
DCS FAMILY
HOLDINGS LLC
PARCEL 2
AREA= 0.42 ACRES
26:054:0084
JOHNSTON &
PHILLIPS
PARCEL 3
AREA= 0.18 ACRES
P.O.B. PARCEL 3
26:054:0092
MINER FARMS

**Discussion:**
Approval of the resolution allows staff to complete the land and easement purchase using GL 43-6000-287.

**Alternatives:**
1. Approve the resolution authorizing the purchase and execution of related agreements.
2. Decline approval; UDOT will not install the raised median in Dry Creek Parkway (1600 S) in the area of 400 W.

**Fiscal Impact:**
Purchase Price: $350,000.00 (GL 43-6000-287 Capital Projects)

400 W is a master planned collector right-of-way that may be eligible for impact fee reimbursement for the future capacities beyond that of a residential roadway. Staff will follow up with future master plan updates to incorporate any eligible reimbursements.

Additional property widths, roadways, and utility improvements will be at the cost of the adjacent future developments.

*Chris Wilson*
Chris Wilson
City Engineer

# RESOLUTION #2026-___

**A RESOLUTION APPROVING THE ACQUISITION OF PROPERTY AND EASEMENTS FOR 400 W PUBLIC RIGHT-OF-WAYS AT DRY CREEK PARKWAY AND TO RECEIVE IT BY A QUIT CLAIM DEED FOR UTAH COUNTY PARCELS #26:057:0158 AND #26:054:0092 CURRENT PROPERTY OWNERS.**

**WHEREAS,** Springville City is interested in creating a pioneer roadway from Dry Creek Parkway to provide public access to adjacent property owners; and

**WHEREAS**, the property is required for a distance of approximately 400 feet south of the UDOT right-of-way and roadway improvements and the minimum width needed to construct a pioneer roadway; and

**WHEREAS**, the current property owners are willing to quit-claim the property and easements to Springville.

**WHEREAS,** the Springville City Council finds that the acquisition of the Property for the purpose of creating public right-of-way access to Dry Creek Parkway via a Quit-Claim Deed and easements from the impacted property owners is in the best interests of the City.

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

**SECTION 1. Approval.** Springville City is authorized to sign the Quit Claim Deed for portions of the Utah County Parcel # 26:057:0158 and easement agreements for portions of the Utah County Parcel #26:054:0092, and the Mayor is authorized to execute the agreement attached as Exhibit A.

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

**PASSED AND APPROVED** this 15th day of September, 2026

______________________________
Matt Packard, Mayor

Attest:

______________________________
Kim Crane, City Recorder

# EXHIBIT A

## Purchase Agreement

# LAND PURCHASE AGREEMENT

This Land Purchase Agreement (hereinafter referred to as "Agreement") is made this __ day of _____________, 2026, by and between SPRINGVILLE CITY, a Utah Municipal Corporation located at 110 South Main, Springville, Utah 84663 (hereinafter referred to as "City"), and DCS Family Holdings, LLC , a Utah Limited Liability Company, owners of the property with the Parcel Number 26:057:0158 and located at 245 W Dry Creek Parkway, Springville, Utah 84663 (hereinafter referred to as "Owners").

**WHEREAS**, City wishes to purchase a portion of the west side of Utah County Parcel 26:057:0158 for the purpose of securing future public right-of-way increasing safety and access at 400 W Dry Creek Parkway in Springville.

**WHEREAS**, after purchasing the property, City will make pioneering improvements to the future public right-of-way for the benefit of public access for the City and adjacent property owners.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this contract, it is agreed by and between City and Owners:

1. City will purchase the property, parcel 1 & 2 as depicted in the attached Exhibit A of Agreement, from Owners. City is acquiring approximately 24,794 square feet of property on the west side of parcel 26:057:0158 (the "Subject Property") for the sole purpose of securing public right-of-way for 400 West and access to the adjacent properties.

2. Surveying has been done in preparation for the property purchase as well as surveying done following the property purchase will be the responsibility of City. The legal description for the Subject Property will be verified by survey. The City will cause the boundary points of the Subject Property to be staked by the surveyor.

3. City agrees to restore fence to new border between City and Owners' property to Owners satisfaction within 90 days from start of construction.

4. All documentation related to the property purchase will be reviewed and approved by Owners. All purchase-related documentation is subject to the Government Records Access and Management Act (GRAMA), Utah Code Ann. Title 63G, Chapter 2. City is required to follow GRAMA in its management of all government documents.

5. The purchase price of the property subject to Agreement is $291,329.50.

6. **<u>Miscellaneous:</u>**

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

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

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

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

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

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

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

**The remainder of this page has intentionally been left blank.**

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

**SPRINGVILLE CITY**

By: ________________________________

Mayor, Matt Packard

**DCS FAMILY HOLDING LLC**

______________________________
By:

STATE OF _________________ )
:ss
COUNTY OF _____________ )

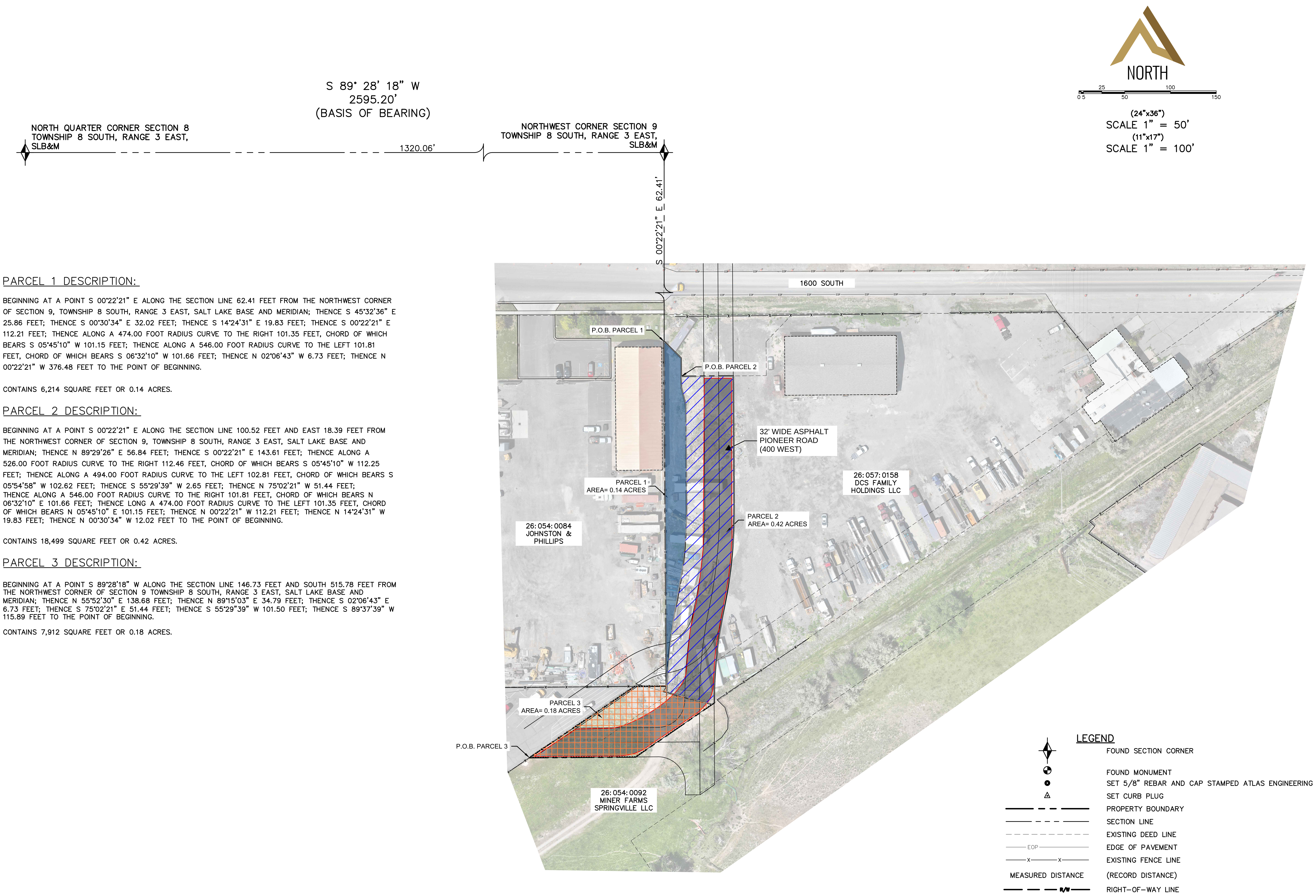
On this ___ day of __________________, 2025, before me, ________________, a notary public, personally appeared _____________________________________________, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed the same.

WITNESS my hand and official seal.

Notary Public for the State of __________ (seal)
My Commission Ends:

**ATTESTED TO:**

________________________________
Kim Crane, City Recorder




## PARCEL 1 DESCRIPTION:

BEGINNING AT A POINT S 00°22'21" E ALONG THE SECTION LINE 62.41 FEET FROM THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 45°32'36" E 25.86 FEET; THENCE S 00°30'34" E 32.02 FEET; THENCE S 14°24'31" E 19.83 FEET; THENCE S 00°22'21" E 112.21 FEET; THENCE ALONG A 474.00 FOOT RADIUS CURVE TO THE RIGHT 101.35 FEET, CHORD OF WHICH BEARS S 05°45'10" W 101.15 FEET; THENCE ALONG A 546.00 FOOT RADIUS CURVE TO THE LEFT 101.81 FEET, CHORD OF WHICH BEARS S 06°32'10" W 101.66 FEET; THENCE N 02°06'43" W 6.73 FEET; THENCE N 00°22'21" W 376.48 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,214 SQUARE FEET OR 0.14 ACRES.

## PARCEL 2 DESCRIPTION:

BEGINNING AT A POINT S 00°22'21" E ALONG THE SECTION LINE 100.52 FEET AND EAST 18.39 FEET FROM THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 89°29'26" E 56.84 FEET; THENCE S 00°22'21" E 143.61 FEET; THENCE ALONG A 526.00 FOOT RADIUS CURVE TO THE RIGHT 112.46 FEET, CHORD OF WHICH BEARS S 05°45'10" W 112.25 FEET; THENCE ALONG A 494.00 FOOT RADIUS CURVE TO THE LEFT 102.81 FEET, CHORD OF WHICH BEARS S 05°54'58" W 102.62 FEET; THENCE S 55°29'39" W 2.65 FEET; THENCE N 75°02'21" W 51.44 FEET; THENCE ALONG A 546.00 FOOT RADIUS CURVE TO THE RIGHT 101.81 FEET, CHORD OF WHICH BEARS N 06°32'10" E 101.66 FEET; THENCE LONG A 474.00 FOOT RADIUS CURVE TO THE LEFT 101.35 FEET, CHORD OF WHICH BEARS N 05°45'10" E 101.15 FEET; THENCE N 00°22'21" W 112.21 FEET; THENCE N 14°24'31" W 19.83 FEET; THENCE N 00°30'34" W 12.02 FEET TO THE POINT OF BEGINNING.

CONTAINS 18,499 SQUARE FEET OR 0.42 ACRES.

## PARCEL 3 DESCRIPTION:

BEGINNING AT A POINT S 89°28'18" W ALONG THE SECTION LINE 146.73 FEET AND SOUTH 515.78 FEET FROM THE NORTHWEST CORNER OF SECTION 9 TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 55°52'30" E 138.68 FEET; THENCE N 89°15'03" E 34.79 FEET; THENCE S 02°06'43" E 6.73 FEET; THENCE S 75°02'21" E 51.44 FEET; THENCE S 55°29"39" W 101.50 FEET; THENCE S 89°37'39" W 115.89 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,912 SQUARE FEET OR 0.18 ACRES.

SHEET NO.
1 OF 1

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EXHIBIT

SPRINGVILLE, UTAH

SPRINGVILLE CITY


ATLAS ENGINEERING
CIVIL · STRUCTURAL · SURVEY
PHONE:801-655-0566
946 E. 800 N. SUITE A
SPANISH FORK, UT 84660


C:\USERS\HUNTERSWENSON\ONEDRIVE – ATLAS ENGINEERING\1.0 OPERATIONS\1.2 – SURVEY\2026\V26–51 SPRINGVILLE CITY 1600 S\04–DWGS\SPRINGVILLE 1600 SOUTH EXHIBIT B.DWG

**EASEMENT PURCHASE AGREEMENT**

This Easement Purchase Agreement (hereinafter referred to as "Agreement") is made this __ day of ___________, 2026, by and between SPRINGVILLE CITY, a Utah Municipal Corporation located at 110 South Main, Springville, Utah 84663 (hereinafter referred to as "City"), and Miner Farms Springville, LLC , a Utah Limited Liability Company, owners of the property with the Parcel Number 26:054:0092 with an address located at 1535 Apple Orchard Lane, Mapleton, Utah 84664 (hereinafter referred to as "Owners").

**WHEREAS**, City wishes to purchase a Public Right of Way Easement in the north and central portion of Utah County Parcel 26:054:0092 for the purpose of public access to adjacent properties from at 400 W and Dry Creek Parkway in Springville.

**WHEREAS**, after purchasing the property, City will make pioneering improvements to the future public right-of-way for the benefit of public access for the City and Owners.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this contract, it is agreed by and between City and Owners:

1. City will purchase an easement on the property, parcel 3 as depicted in Exhibit A of Agreement, from Owners. City is acquiring approximately 7,912 square feet of property on the west side of parcel 26:057:0158 (the "Subject Property") for the sole purpose of securing public right-of-way for 400 West and access to the adjacent properties.

2. Surveying has been done in preparation for the easement purchase as well as surveying done following the easement purchase will be the responsibility of City. The legal description for the Subject Property will be verified by survey. The City will cause the boundary points of the Subject Property to be staked by the surveyor.

3. City agrees to restore fence to border of the Public Right of Way Easement City, matching existing, to Owners satisfaction within 90 days from start of construction.

4. All documentation related to the property purchase will be reviewed and approved by Owners. All purchase-related documentation is subject to the Government Records Access and Management Act (GRAMA), Utah Code Ann. Title 63G, Chapter 2. City is required to follow GRAMA in its management of all government documents.

5. The purchase price of the easement subject to Agreement is $46,483.00

6. <u>**Miscellaneous:**</u>

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

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

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

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

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

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

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

**The remainder of this page has intentionally been left blank.**

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

**SPRINGVILLE CITY**

By: ________________________________

Mayor, Matt Packard

**MINER FARMS**

_____________________________

By:

STATE OF _________________ )
:ss
COUNTY OF _____________ )

On this ___ day of __________________, 2025, before me, ________________, a notary public, personally appeared _____________________________________________, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed the same.

WITNESS my hand and official seal.

Notary Public for the State of __________ (seal)
My Commission Ends:

**ATTESTED TO:**

______________________________

Kim Crane, City Recorder

STAFF REPORT

**DATE:** September 4, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Bruce Riddle, Finance Director

**SUBJECT:** **REPEAL RESOLUTION NO. 04-11**

## RECOMMENDED MOTION

The Finance Department recommends adopting Resolution ______ repealing Resolution No. 04-11.

## EXECUTIVE SUMMARY

Springville City adopted Resolution No. 04-11 on June 1, 2004, imposing a $0.65 per-line local surcharge to help fund the City's E911 system. Since that time, Utah Code § 69-2-402 has been enacted and updated, establishing a uniform statewide 911 emergency service charge collected and remitted by access line providers. State law now fully preempts local surcharges, rendering Resolution 04-11 obsolete. Repeal of the resolution ensures statutory compliance and eliminates any conflict between City policy and State law.

## SUMMARY OF ISSUES/FOCUS OF ACTION

The focus of Council action is ensuring legal alignment between City policy and State statute. Utah Code § 69-2-402 requires a statewide 911 emergency service charge (currently $0.73 per access line effective January 1, 2025). Local surcharges such as those authorized in Resolution 04-11 are no longer permissible.
Repealing Resolution 04-11 removes outdated language from City records and prevents the impression that Springville continues to maintain any local surcharge authority. The surcharge will remain on the City's Comprehensive Fee Schedule, but will reference State Code as the means of authorization for the fee.

## BACKGROUND

Resolution 04-11 authorized Springville City to collect a local emergency telephone surcharge under prior versions of Utah's emergency communications laws. The surcharge was intended to support the City's Public Safety Answering Point (SSAP) and associated 911 system infrastructure. State law has since transitioned to a state-administered funding mode, including statewide billing, collection, and remittance requirements. Because the statutory authority for local funding mechanisms has been replaced, Resolution 04-11 is now superseded and should be repealed.

## DISCUSSION

Repeal of Resolution 04-11 is a housekeeping action required to maintain legal accuracy in the City's governing documents. This action does **not** create a funding deficit nor eliminate any actual revenue currently received by the City, because:

- The City does not collect the surcharge authorized in Resolution 04-11.
- The statewide 911 emergency service charge replaces local surcharges.
- Telecommunications providers bill and remit the statewide charge directly to the Utah State Tax Commission as required by State law and the Tax Commission, in turn, distributes funds to the City.
- Repealing the outdated resolution ensures that the City's code and historical record accurately reflect current law and operational practice.

## FAMILY IMPACT CONSIDERATION

Consistent with Utah Code § 10-3-702.1, staff has evaluated the potential impacts of repealing Resolution 04-11. This action does not impose new regulatory requirements, modify service levels, or increase costs for Springville families. It simply removes a defunct local surcharge that is already superseded by State law. Staff does not anticipate any measurable negative impact on families.

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## ALTERNATIVES

The Council can adopt the resolution repealing Resolution 04-11 (recommended) or take no action, which would leave an obsolete resolution on the books and create unnecessary ambiguity regarding City policy and compliance with State law.

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## FISCAL IMPACT

There is no fiscal impact associated with repealing Resolution 04-11. The surcharge authorized by the resolution is now authorized under State law and continues to be collected at the rate prescribed withing the parameters of that section of code..

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# RESOLUTION #2026-___

**A RESOLUTION REPEALING RESOLUTION NO. 04-11 AND ALIGNING WITH UTAH CODE §69-2-402 REGARDING 911 EMERGENCY SERVICE CHARGES**

**WHEREAS**, Resolution No. 04-11, adopted on June 1, 2004, imposed a $0.65 monthly surcharge per telephone or communications access line to fund the City's E-911 emergency dispatch system; and

**WHEREAS**, Utah Code §69-2-402, effective July 1, 2022, imposes a statewide "911 emergency service charge" of $0.71 per access line through December 31, 2024, increasing to $0.73 per line on and after January 1, 2025; and requires all access line providers to bill, collect, and remit this charge to the Utah State Tax Commission; and

**WHEREAS**, the statewide charge under Utah Code §69-2-402 supersedes local surcharges and establishes a uniform funding mechanism for emergency telephone services; and

**WHEREAS**, maintaining Resolution 04-11 creates a conflict with state law and may subject the City to noncompliance;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SPRINGVILLE, UTAH, AS FOLLOWS:**

1. **Repeal of Resolution 04-11.**
Resolution No. 04-11, imposing a $0.65 monthly surcharge on local exchange and communications access lines, is hereby repealed in its entirety.
2. **State-Mandated Charge.**
Effective immediately, the City shall not impose any local 911 surcharge on telephone or communications access lines. Instead, the City recognizes and relies upon the 911 emergency service charge established by Utah Code §69-2-402.
3. **Compliance and Coordination.**
The City shall comply with all applicable provisions of Utah Code Title 69, Chapter 2, Part 4, including coordination with telecommunications providers and the Utah State Tax Commission regarding billing, collection, and remittance of the state-imposed 911 charge.
4. **Savings and Severability.**
a. Proceeds collected under Utah Code §69-2-402 shall continue to be used solely for the establishment, installation, maintenance, and operation of enhanced 911 systems.
b. If any section, clause, sentence, or provision of this resolution is declared

invalid, the remaining provisions shall remain in full force and effect.
5. **Effective Date.**
This resolution takes effect upon its adoption.

END OF RESOLUTION.

PASSED AND APPROVED on this 15th day of September 2026.

______________________________
Matt Packard, Mayor

ATTEST:

______________________________
Kim Crane, City Recorder

# STAFF REPORT

**DATE:** September 4, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Chief Lance Haight, Public Safety Director

**SUBJECT:** ADOPTION OF INTERLOCAL COOPERATIVE AGREEMENT REGARDING PROVO METRO SWAT TEAM.

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## MOTION

Recommendation that the Springville City Council approve and adopt the Interlocal Cooperative Agreements between Provo City, the City of Orem, Brigham Young University, and Springville City regarding participation in and services from the Provo Metro SWAT Team.

## GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

Goals: To enhance safety and to prevent criminal activity in Springville City and participating jurisdictions.

Objective: Participate in and have access to services from the Provo Metro SWAT Team, for incidents that require specialized weapons and tactics used by trained SWAT officers.

Strategies: Assign Springville officers to be trained and equipped as a member of the Provo Metro SWAT Team. The agreement will provide SWAT Team services by the team in Springville when requested and justified.

## BACKGROUND

Springville Police Department previously participated in the Utah County Sheriff's Office SWAT Team. Springville officers were assigned for a maximum of five years to provide opportunities for other Springville officers to receive the training opportunity. Many Springville Officer who joined the team ultimately left Springville Police Department once their five years were completed, in order to be hired by the Sheriff's Department who allows their favored deputies to remain on the team indefinitely.

Our interlocal agreement with Provo, Orem, and BYU, states the following, "Any Metro SWAT officer who leaves their agency to laterally transfer to an agency within Metro SWAT will forfeit their position on the team. The transferee will not be permitted to return to the team for a minimum period of 36 months and will be required to complete the full SWAT assessment process with their new agency."

The Interlocal Agreement outlines and stipulates roles, responsibilities, and conditions for officers and respective jurisdictions.

## SUMMARY

The Interlocal Agreement stipulates roles, responsibility and funding for the Provo Metro SWAT Team.

## ALTERNATIVES

If City Council does not approve the amended interlocal agreement, we would not assign officers to participate in the Metro SWAT team. We would not have an agreement to receive services from the Metro SWAT team.

## FISCAL IMPACT

We will contribute $10,000 to the purchase of an armored SWAT vehicle for use by the team. We will contribute $1,500 annually to compensate Provo for miscellaneous costs associated with maintaining the Provo Metro SWAT team. We will provide uniforms and equipment for our Springville officers assigned to the team.

## ATTACHMENTS

- Interlocal Agreement
- Resolution to adopt the Interlocal Agreements

Lance Haight

Lance Haight
Director of Public Safety

RESOLUTION #2026-___

A RESOLUTION TO ADOPT AN MEMORANDUM OF UNDERSTANDING

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, the participating public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into an agreement to provide joint or cooperative law enforcement services between or among public agencies that are each authorized by law to provide those services; and

**WHEREAS**, the cities of Provo, Orem, and Springville, along with Brigham Young University, desire to form and participate in a metro SWAT team, which will be known as the Provo Metro SWAT team; and

**WHEREAS**, after careful analysis and consideration of relevant information, the City Council finds that the attached Memorandum of Understanding furthers Springville City's public health, safety, and general welfare and entering into the MOU is in the best interests of the City.

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

**Section 1. Agreement Approval**. The attached Memorandum of Understanding, substantially in the form attached as Exhibit A, is approved and may be executed for and on behalf of the City by the Mayor and City Recorder.

**Section 2. Legal Review**. The city attorney or assistant city attorney may execute the MOU as to form and legality.

**Section 3. Effective Date**. This resolution shall become effective immediately upon passage.

**PASSED AND APPROVED this _____ day of September, 2026.**

______________________________
Matt Packard, Mayor

Attest:

______________________________
Kim Crane, City Recorder

**Exhibit A**
Memorandum of Understanding

This Memorandum of Agreement is executed in quadruplicate this ____day of ___________ 2026, by and between:

**The City of Orem**, a municipal corporation with its principal offices located at 56 North State Street, Orem, Utah 84057, (hereinafter referred to as 'Orem')

**Provo City**, a municipal corporation with its principal offices located at 445 West Center Street, Provo, Utah 84601 (hereinafter referred to as 'Provo')

**Springville City**, a municipal corporation with its principal offices located at 110 South Main Street, Springville, Utah 84663 (hereinafter referred to as 'Springville')

**Brigham Young University**, a Utah non-profit corporation, with its primary office located at Brigham Young University, Provo, Utah 84602 (hereinafter referred to as 'BYU')

## RECITALS

The City of Orem, Provo City, Springville City, and Brigham Young University each operate a Police Department. Each of the parties believe it would be beneficial to allow joint training and activities of certain officers within their departments under the supervision of the Provo Metro SWAT team (hereinafter referred to Metro SWAT.) With this memorandum the parties will allow members of each department to participate in the Provo Metro SWAT team, and to allow this SWAT team to operate within each party's respective geographic areas under certain circumstances.

## COVENANTS

NOW THEREFORE, in consideration of the covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Provo, Orem, Springville, and BYU agree as follows:

1. OFFICERS ASSIGNED TO PROVO METRO SWAT TEAM

The Chiefs of the Orem BYU and Springville Police Departments shall each assign at least one qualified police officer from their respective department to the Provo Metro SWAT team. The total number of collective officers on the team will be established by the Chief of Provo Police Department. The chiefs of all departments involved shall mutually determine the number of officers each agency is able to provide.

1. TRAINING AND ASSIGNMENTS

Assigned officers from each agency shall participate in Metro SWAT related training and assignments, as requested by Metro SWAT command.

1. LATERAL AGENCY TRANSFERS

Any Metro SWAT officer who leaves their agency to laterally transfer to an agency within Metro SWAT will forfeit their position on the team. The transferee will not be permitted to return to the team for a minimum period of 36 months and will be required to complete the full SWAT assessment process with their new agency.

1. **COMPENSATION, BENEFITS, AND EQUIPMENT**

Orem, Springville, and BYU are responsible for their own officers' compensation, benefits, workers' compensation obligations, and equipment costs. This includes compensation for time spent by the officers participating in Metro SWAT training or assignments at any location. Likewise, each agency will provide their own officers with necessary gear and equipment as itemized in the established gear lists. Each agency shall also be responsible for repair or replacement of its own equipment unless damage results from the gross negligence or willful misconduct of another party.

1. MAINTENANCE COSTS

Springville and BYU shall each pay $1,500 annually to Provo, to compensate Provo for miscellaneous costs associated with maintaining the Provo Metro SWAT team. This payment shall be due within 90 days of this memorandum's execution. Provo shall invoice Springville and BYU annually on the anniversary of the execution date for each year this agreement remains in effect. Payment will be due within 90 days of invoice.

1. TRAINING LEAD BY PROVO

Provo shall accept and integrate the assigned Orem, Springville, and BYU officers into the Metro SWAT team, and shall ensure all necessary training standards are accomplished to enable the officers to perform the expected duties of Metro SWAT assignments. Orem, Springville, and BYU shall pay all necessary training costs attributed to each department's respective officers that are above costs normally incurred through Provo's regular Metro SWAT training.

1. **METRO SWAT EMERGENCY RESPONSE TO OREM**

Upon request of the Orem Police Department, and with concurrence of the Provo Police Chief or their authorized representative, all participating agencies shall provide Metro SWAT team services to Orem in emergency situations.

1. METRO SWAT EMERGENCY RESPONSE TO SPRINGVILLE

Upon request of the Springville Police Department, and with concurrence of the Provo Police Chief or their authorized representative, all participating agencies shall provide Metro SWAT team services to Springville in emergency situations.

1. METRO SWAT EMERGENCY RESPONSE TO BYU CAMPUS

Upon request of the BYU Police Department, and with concurrence of the Provo Police Chief or their authorized representative, all participating agencies shall provide Metro SWAT team services on BYU campus, within Provo City boundaries, in emergency situations.

1. PROVO COMPENSATION & BENEFITS FOR PROVO OFFICERS

Provo shall be responsible for all compensation and benefits for Provo Officers which may accrue for time responding to any emergency situation in Orem, Springville or BYU Campus, or

10.5 INCIDENT COMMAND

participating in Provo Metro SWAT training or assignments at any location.

During any deployment under this Agreement, operational command shall be exercised in accordance with the Metro SWAT operational policies and the National Incident Management System (NIMS) or any successor incident command protocol adopted by the participating agencies. Nothing in this Agreement shall alter each employing agency's authority over matters relating to discipline, compensation, employment status, or personnel administration of its own employees.

1. INDEMNIFICATIONS

The parties acknowledge that Metro SWAT operations are governmental law enforcement functions undertaken pursuant to this Agreement. Nothing in this Agreement shall be construed as a waiver of any governmental immunity, statutory immunity, limitation of liability, or other defense available to any party, its officers, employees, or agents under the Utah Governmental Immunity Act or any other applicable federal or state law. The indemnification obligations set forth below apply only to the extent permitted by applicable law. Each party shall remain responsible for the acts and omissions of its own officers and employees except as expressly provided herein. Each of the parties agrees to indemnify and save harmless all of the other parties for damages, claims, suits and actions to the extent arising out of the negligence or wrongful acts of its own officers, agents or representatives in connection with this Agreement or the operation of Metro SWAT.

. Promptly upon learning of any claim, demand, lawsuit, or incident that may give rise to an indemnification obligation under this Agreement, the affected party shall provide written notice to the other participating agencies. The parties shall reasonably cooperate in the investigation, preservation of evidence, and defense of such claims. Nothing herein shall require disclosure of attorney-client privileged communications, attorney work product, or other information protected from disclosure by law.

. No party shall settle any claim in a manner that imposes liability or obligations upon another party without that party's prior written consent, which shall not be unreasonably withheld. The settling party shall provide the affected party with no less than fourteen (14) days prior notice of the proposed settlement to ensure adequate time for review and response.

1. DURATION

This Memorandum of Agreement shall remain in effect until the fifth anniversary of this Agreement’s execution. This Agreement shall be automatically renewed for an additional five-year term unless any party notifies the other parties of its intention not to renew the Agreement not less than ninety (90) days before the expiration of the initial term. Any party may terminate this agreement at any time by giving ninety (90) days’ written notice to the other parties of its intent to terminate the Agreement.

1. ATTORNEY FEES

In the event that a party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, then the non-breaching or

non-defaulting party shall be entitled to reasonable attorney fees, whether or not the matter is actually litigated.

1. INTERPRETATION OF AGREEMENT

Whenever the context of any provision requires it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall be construed as neutral. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

1. AMENDMENTS

No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

1. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person or party who prepared the same, it being acknowledged that all parties have participated equally in the preparation hereof.

1. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

1. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses as written above, or at such other addresses as may be designated by notice given hereunder.

1. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement.

1. UTAH LAW

This Agreement shall be interpreted pursuant to the laws of the State of Utah.

1. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

1. LAWFUL AGREEMENT

The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

(SIGNATURES ON FOLLOWING PAGE)

SIGNED AND ENTERED INTO this _______ day of _____________________, 2026.

**CITY OF OREM**, by

____________________________________________

Karen McCandless, Mayor

ATTEST:

Teresa McKitrick, Deputy City Recorder

Approved as to form:

Steven C. Earl, City Attorney

**PROVO CITY**, by

Marsha Judkins, Mayor

ATTEST:

Heidi Allman, City recorder

Approved as to form:

Brian Jones, City Attorney

**SPRINGVILLE CITY**, by

# STAFF REPORT

**DATE:** September 4, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Bruce Riddle, Finance Director

**SUBJECT:** **FY 2027 BUDGET AMENDMENT**

## RECOMMENDED MOTION

The Finance Department recommends adopting Resolution ______ to open and amend the General Fund, Streets Fund, Vehicle & Equipment Replacement Fund, Sewer Fund and Storm Water Fund budgets for operating and capital expenses and to amend the Comprehensive Fee Schedule applying to the Fiscal Year ending June 30, 2027, as outlined in Exhibit A (attached).

## EXECUTIVE SUMMARY

This budget amendment will appropriate funds from reserves and operating revenues for activities not budgeted in the original FY 2027 budget. These amendments will affect the General Fund, Streets Fund, Vehicle & Equipment Replacement Fund, Sewer Fund and Storm Water Fund budgets and the Comprehensive Fee Schedule as specified in the attached Exhibit A.

## SUMMARY OF ISSUES/FOCUS OF ACTION

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

## BACKGROUND

During the course of the FY 2027 budget year a number of unexpected revenues and expenses have emerged. This amendment resolves those issues and allows affected departments to proceed with resolving the issues that have come to light since the beginning of the budget year as explained below.

## DISCUSSION

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

- *General Fund*
  - Building Inspections. Plan review and building permit applications have outpaced budget projections and there is a need to hire an additional building inspector along with a Permit Technician. Revenues from permit fees are expected to more than cover the cost of the additional new hires. This budget amendment appropriates funds for the hiring of these new employees along with necessary operating expenses to equip and train them.
  - Transfers. The Public Safety gym/training room is equipped with various exercise equipment. A monthly fee is charged to non-public safety employees and family members that wish to use these facilities. The fees are collected with the intent of replacing equipment when necessary. This budget amendment transfers the fees collected to the Vehicle and Equipment Fund to cover the cost of equipment replacement.

- *Streets Fund*
  - The Streets Department is in negotiations to purchase various parcels of real property at approximately 1500 W Center St. and 1000 N 1950 W. Portions of the acquisition costs were previously budgeted. This amendment de-funds that project and re-allocates those funds along with impact fee reserves in project numbers better suited for accounting purposes.

- *Vehicle & Equipment Fund*
  - Public Safety. This budget amendment appropriates the transfer of Public Safety gym fees from the General Fund to a project budget in the Vehicle and Equipment Fund for replacement of pieces of gym equipment.

    Additionally, this amendment allocates Public Safety V&E Fund reserves for the replacement of one additional police vehicle that was not originally budgeted for replacement in FY27. The vehicle meets the replacement criteria of the policy but has recently had mechanical issues that preclude the ability to wait until next year for its replacement as originally planned.

- *Sewer Fund*
  - This budget amendment appropriates reserve funds for several separate, but related capital projects (Primary Clarifier Rehab, Biogas and Digester Rehab, and STM and Aerotor Rehab). The department, with the assistance of consultants, has been planning and designing several renewal and replacement projects to extend the life of the wastewater treatment plant. The department has been budgeting incrementally in sinking funds for these projects. As construction time now approaches, design changes, along with actual project bid results are requiring the infusion of additional dollars that

exceed the engineering estimates and reflect actual construction market conditions.
    - This amendment also adjusts a budget to better capture the rate-revenue supported portion and the impact fee eligible portions of the Influent and Headworks Improvement project. This is a budget-neutral action simply to better track the expenditures in the proper accounts.

- *Storm Water Fund*
    - This budget amendment appropriates Storm Water impact fee reserves for the purchase of a portion of property associated with the Streets project at 1500 W Center Street where a storm water detention basin will be built.

- *Comprehensive Fee Schedule*
    - This budget amendment will modify several items in the Comprehensive Fee Schedule. As noted in the detail of Exhibit A, some of the changes are clean-up or maintenance after repealing old resolutions and synchronizing the fee schedule with current state code. Other items are new or refined fees that are being proposed as our new Chief Building Officer has reviewed new development and building construction fees.

## FAMILY IMPACT CONSIDERATION

Consistent with Utah Code §10-3-702.1, staff has considered the potential impacts of this action on family health, stability, and formation. The proposed Springville City FY 2026 budget amendment is a budgetary action adopted by resolution, reflects existing statutory requirements, and does not introduce new regulatory requirements or restrictions. Staff do not anticipate any direct or measurable negative impact on families resulting from this action.

## ALTERNATIVES

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

## FISCAL IMPACT

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

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

*Fiscal Year Ending June 30, 2027*

| *Item* | *Fund* | *Dept.* | *Acct.* | *Description* | *Beginning Budget* | *Increase* | *Decrease* | *Amended Budget* | *Purpose and Funding Source* |
|---|---|---|---|---|---|---|---|---|---|
| **Revenues** | | | | | | | | | |
| | 10 | 3200 | 221 | Building & Construction | 415,000 | 142,420 | | 557,420 | New development revenue |
| | 48 | 3800 | 825 | Transfer from Other Funds | 0 | 12,900 | | 12,900 | Transfer employee gym fees for equipment replacement |
| | Utilize Reserves | | | | | **1,683,081** | | | |
| | Total Revenue Amendments | | | | | **1,838,401** | | | |
| **Expenditures** | | | | | | | | | |
| | 10 | 4160 | 110 | Office Salaries | 169,741 | 66,060 | | 235,801 | Hire Bldg. Inspector; revenue |
| | 10 | 4160 | 120 | Part-time Salaries | 31,660 | 30,860 | | 62,520 | Hire Permit Tech.; revenue |
| | 10 | 4160 | 130 | Employee Benefits | 99,289 | 40,750 | | 140,039 | New hire benefits; revenue |
| | 10 | 4160 | 236 | Training and Education | 4,670 | 3,500 | | 8,170 | New hire training; revenue |
| | 10 | 4160 | 250 | Equipment Expense | 650 | 700 | | 1,350 | New hire equipment; revenue |
| | 10 | 4160 | 550 | Uniforms | 1,200 | 550 | | 1,750 | New hire uniforms; revenue |
| | 10 | 9000 | 886 | Transfer to V&E Fund | 0 | 12,900 | | 12,900 | Transfer employee gym fees for equipment replacement |
| | 43 | 6000 | 200 | Property Acquisition | 2,213,486 | 188,941 | | 2,402,427 | Streets property purchase; reduce budget proj. -287 |
| | 43 | 6000 | 287 | Wavetronix Bridge | 500,000 | | 500,000 | 0 | |
| | 43 | 7000 | 200 | Impact Fee Property Acquisition | 0 | 651,340 | | 651,340 | 1500W Center and 1000N 1950W property; impact fees |
| | 48 | 4210 | 015 | Equipment Replacement | 0 | 12,900 | | 12,900 | Transfer employee gym fees for equipment replacement |
| | 48 | 4210 | 021 | Vehicle Replacement | 300,760 | 74,800 | | 375,560 | Vehicle replacement; reserves |
| | 52 | 6190 | 854 | Primary Clarifier Rehabilitation | 796,414 | 125,000 | | 921,414 | Adjust budget based on actual bids; reserves |
| | 52 | 6190 | 243 | Biogas and Digester Rehabilitation | 393,784 | 525,000 | | 918,784 | Adjust budget based on actual bids; reserves |
| | 52 | 6190 | 847 | STM Aerotor Replacement | 14,633 | 525,000 | | 539,633 | Adjust budget based on actual bids; reserves |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 52 | 6190 | 853 | Influent and Headworks Upgrade | 2,180,535 | | 557,563 | 1,622,972 | Adjust budget to separate impact fee portion from rate-supported portion |
| | 52 | 6800 | New | Influent and Headworks Upgrade (Impact Fee portion) | 0 | 557,563 | | 557,563 | Adjust budget to separate impact fee portion from rate-supported portion |
| | 55 | 6800 | 200 | Impact Fee Property Purchases | 0 | 93,000 | | 93,000 | 1500W Center Detention Basin; Impact Fee reserves |
| | Total Expenditure Amendments | | | | | **2,895,964** | **1,057,563** | | |

**Comprehensive Fee Schedule Amendments:**

Line 413 – Performance Bond: New Fee: $2,000 per 50 linear feet of building lot frontage or portion thereof.  Old Fee: "Assessed by Plans Examiner"

New Business License, Building Permitting, and Planning Fee – Credit Card Processing Fee: 2% of transaction amount (Fees paid with credit card will be charged 2% of the transaction amount.  Transaction limits and exclusions apply according to the policy.

| 2 | | FY 2027 Proposed Fee | Additional Conditions | Reference | Cost Recovery Code |
|---|---|---|---|---|---|
| 410 | Plan Check Fee | 65% for IBC Projects and 55% for IRC Projects | Assessed by Plans Examiner | Resolution No. 97-13 (Repeal by council and reference comp. fee schedule) | F |
| 411 | Building Permit Fee | See Table 3-A (End of List) | Assessed by Plans Examiner Using most recent ICC February Building Valuation Data | Resolution No. 2007-06 (Repeal by council and reference comp. fee schedule) | F |
| | Solar Permit - Residential Rooftop | 423.00 | (Includes permit, plan review, and state fee.) | | F |
| | Residential Mechanical Permit | 170.00 | For permits not requiring a plan review. | | F |
| | Residential Plumbing Permit | 170.00 | For permits not requiring a plan review. | | F |

| | | | | |
|---|---|---|---|---|
| Residential Electrical permit | 170.00 | For permits not requiring a plan review. | | F |
| Mandatory State of Utah Surcharge | 1% of Building Permit Fee | | | F |
| Non-New SFD Residential Building Permit Application Fee: | 150.00 | | | F |
| New SFD Building Permit Application Fee: | 250.00 | | | F |
| Commercial Remodel/TI Building Permit Application Fee: | 500.00 | | | F |
| New Commercial Building Permit Application Fee: | 2,500.00 | | | F |
| Building Inspection: | 85.00 | | | F |
| Reinspection Fee: | 85.00 or up to 2x reinspection fee for same offense | | | F |
| Canceled Inspection: | 85.00 | Will be assessed in accordance with Inspection Cancelation Policy | | F |

**Table 3A**

| **Valuation** | **Building Permit Fees** |
|---|---|
| $1.00 to $2,000.00 | $85.00 for the first $1,000 plus $3.00 for each additional $100.00 to and including $2,000.00 |
| $2,000.01 to $25,000.00 | $115.00 for the first $2,000.00 plus $14.57 for each additional $1,000.00 to and including $25,000.00 |
| $25,000.01 to $50,000.00 | $450.11 for the first $25,000.00 plus $10.41 for each additional $1,000.00 to and including $50,000.00 |
| $50,000.01 to $100,000.00 | $710.36 for the first $50,000.00 plus $7.29 for each additional $1,000.00 to and including $100,000.00 |

| Valuation | Building Permit Fees |
| --- | --- |
| $100,000.01 to $500,000.00 | $1,074.86 for the first $100,000.00 plus $5.83 for each additional $1,000.00 to and including $500,000.00 |
| $500,000.01 to $1,000,000.00 | $3,406.86 for the first $500,000.00 plus $4.95 for each additional $1,000.00 to and including $1,000,000.00 |
| $1,000,000.01 and up | $5,881.86 for the first $1,000,000.00 plus $3.80 for each additional $1,000.00 |

RESOLUTION #2026-___

**A RESOLUTION OPENING AND AMENDING THE GENERAL FUND, STREETS FUND, VEHICLE & EQUIPMENT REPLACEMENT FUND, SEWER FUND AND STORM WATER FUND BUDGETS FOR OPERATING AND CAPITAL EXPENSES AND AMENDING THE COMPREHENSIVE FEE SCHEDULE APPLYING TO THE FISCAL YEAR ENDING JUNE 30, 2027, AS OUTLINED IN EXHIBIT A.**

WHEREAS, the City Council has received a recommendation from the Administration that the Springville City General Fund, Streets Fund, Vehicle & Equipment Replacement Fund, Sewer Fund and Storm Water Fund budgets be opened and amended for operating and capital expenses and the Comprehensive Fee Schedule be amended; and,

WHEREAS, on September 15, 2026, the City Council held a duly noticed public hearing to ascertain and discuss the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the Administration's recommendation, and facts and comments presented to the City Council, the Council finds the proposed appropriations reasonably further the health, safety, and general welfare of the citizens of Springville City; and,

WHEREAS, consistent with U.S.C. 10-3-702.1, the City Council has considered the impact this proposed resolution may have on family health, stability, and formation;

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

PART I:

The Budget Officer is hereby authorized and directed to amend the budgets in the General Fund, Streets Fund, Vehicle & Equipment Replacement Fund, Sewer Fund and Storm Water Fund for operating and capital expenses and the Comprehensive Fee Schedule is to be amended as outlined in Exhibit A.

PART II:

This resolution shall take effect immediately.

END OF RESOLUTION.

PASSED AND APPROVED on this 15th day of September 2026.

______________________________
Matt Packard, Mayor

ATTEST:

______________________________
Kim Crane, City Recorder

# Exhibit A
# City of Springville
# Budget Amendment Form

*Fiscal Year Ending June 30, 2027*

| *Item* | *Fund* | *Dept.* | *Acct.* | *Description* | *Beginning Budget* | *Increase* | *Decrease* | *Amended Budget* | *Purpose and Funding Source* |
|---|---|---|---|---|---|---|---|---|---|
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| | Total Revenue Amendments | | | | | | | | |
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| | Residential Electrical permit | 170.00 | For permits not requiring a | | F |

| | | | | |
|---|---|---|---|---|
| | | plan review. | | |
| Mandatory State of Utah Surcharge | 1% of Building Permit Fee | | | F |
| Non-New SFD Residential Building Permit Application Fee: | 150.00 | | | F |
| New SFD Building Permit Application Fee: | 250.00 | | | F |
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