



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
NOVEMBER 17, 2015 AT 7:00 P.M.**

City Council Chambers
110 South Main Street
Springville, Utah 84663

MAYOR AND COUNCIL DINNER – 4:45 P.M.

The Mayor and Council will meet in the Council Work Room for informal discussion and dinner. No action will be taken on any items.

CALL TO ORDER- 5:15 P.M.

COUNCIL BUSINESS

1. Calendar

- November 24-25 – Thanksgiving Holiday (City Offices Closed)
- December 01 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- December 08 – Work/Study Meeting 5:15 p.m.
- December 15 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- December 24 – Christmas Eve
- December 25 – Christmas Holiday (City Offices Closed)
- December 31 – New Year’s Eve

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

- a) Invocation – Councilmember Olsen
- b) Pledge of Allegiance – Councilmember Child
- c) Consent Agenda
 2. Approval of City purchase orders required to be signed per Springville City Purchasing Code
 3. Approval of Minutes for the February 5, 2015 Council Retreat and the February 17, March 3 and 10, 2015 City Council Work/Study meetings.
 4. Approval of a Resolution adopting the 2016 Annual Meeting Schedule – Kim Rayburn, City Recorder
 5. Approval of Revised Airport Hangar Ground Lease Agreements – Bruce Riddle, Assistant City Administrator/Finance Director
 6. Approval of Landlords Release and Consent “A” form being requested by the Lender on the new Airport Hangars being built by Jim Mellor – Bruce Riddle, Assistant City Administrator/Finance Director
 7. Approval of Morgan Asphalt Change Order on the recently completed Airport Apron Rehab project – Bruce Riddle, Assistant City Administrator/Finance Director

CERTIFICATE OF POSTING

The undersigned duly appointed City Recorder of Springville City, does hereby certify that the above notice and agenda was posted within the Springville City limits on November 13, 2015 at Springville City Hall, on the City Hall Notice Board, on the Springville City website at www.springville.org/agendasminutes on the Utah Public Notice Website at <http://www.utah.gov/pmn/index.html> and provided to at least one newspaper of general circulation within the geographic jurisdiction of the public body
/s/ Kim Rayburn, City Recorder

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE

8. Approval of Evidence, Found or Seized Property Converted to City Use – Scott Finlayson, Public Safety Director
9. Approval of a Cooperative Agreement with UDOT for the SR-51 and 1600 South intersection improvements – Brad Stapley, Public Works Director

3. DISCUSSIONS/PRESENTATIONS

- a) Community Park – Alex Roylance, Building and Grounds Director and Corey Merideth, Recreation Director
- b) Secondary Water Policy Issues – Brad Stapley, Public Works Director
- c) Pay and Retention – Troy Fitzgerald, City Administrator

4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

5. CLOSED SESSION

The Springville City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

ADJOURNMENT

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/s/ Kim Rayburn, City Recorder

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**REGULAR MEETING
SPRINGVILLE CITY REDEVELOPMENT AGENCY
NOVEMBER 17, 2015 AT 6:30 P.M.**
City Council Chambers
110 South Main Street
Springville, Utah 84663

CALL TO ORDER

REGULAR AGENDA

1. Public Hearing to allow public comment on the draft Springville North Community Development Project Area Plan and whether the draft project area plan should be revised, approved or rejected, and receive all written and hear all oral objections to the draft project area plan. – John Penrod, Assistant City Administrator/City Attorney

MOTION FOR REVIEW AND FINALIZATION OF THE NOVEMBER 17, 2015 MINUTES

ADJOURNMENT

This meeting was noticed in compliance with Utah Code 52-4-202 on November 13, 2015. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendasminutes. Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website.

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STAFF REPORT

DATE: November 10, 2015

TO: Board of the Springville Redevelopment Agency

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION THAT APPROVES THE SPRINGVILLE NORTH COMMUNITY DEVELOPMENT PROJECT AREA PLAN AND RELATED MATTERS.

RECOMMENDED ACTION

Motion to Approve Resolution No. _____ that approves the Springville North Community Development Project Area Plan.

BACKGROUND

Several months ago, the Springville Redevelopment Agency directed staff to have a community development project area plan drafted for the Agency to consider. The proposed resolution is to approval the plan that the Agency asked to be prepared and is known as the Springville North Community Development Project Area Plan (the "Plan"). The Plan's project area is immediately west of I-15, runs from 400 North on the south to 1200 North on the north and consists of approximately 218.84 total acres. A map and legal description of the project area is attached to the Plan, which is attached to this report as part of the proposed resolution.

One of the main purposes of the Plan is to promote and incentivize new retail and office development to the area by allowing the Agency and Springville City to provide sales tax incentives to encourage businesses to locate in the area. The Plan specifically states that property tax increment will not be provides through the Plan at this time but may be considered at a future date.

In compliance with Utah Code, the Plan includes the following:

- The project area boundaries;
- General statements concerning land uses, streets, population densities and building intensities and how they will be affected by economic development;
- Standards for guiding economic development;
- A description of how community development within the project area will meet the purposes of Utah's Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act;

CITY COUNCIL AGENDA

- A statement of how the Plan complies with the City's General Plan;
- A description of any specific projects that are the object of the proposed economic development;
- Details concerning how private developers will be selected and information regarding current developers in the project area;
- Reasons for the selection of the project area;
- Tax incentives to be offered to private entities for facilities located within the project area; and
- An analysis of the anticipated public benefit that will be derived from the community development within the project area.

Currently, there is one specific project that has started the development process - an auto dealership . The auto dealership has been an object of the proposed development considered in the Plan.

FISCAL IMPACT

None at this time. In the future, the City could use sales tax incentives to help promote and attract retail businesses within the project area.

Attachments: Proposed Resolution No. _____

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BOARD OF THE SPRINGVILLE REDEVELOPMENT AGENCY APPROVING THE DRAFT SPRINGVILLE NORTH COMMUNITY DEVELOPMENT PROJECT AREA PLAN AND RELATED MATTERS.

WHEREAS, in accordance with Utah Code 17C-4-104, this Resolution is required in order to approve a draft community development project area plan as the project area plan under Utah Code 17C-4-102(1)(f);

WHEREAS, the Agency retained the services of Zions Bank Public Finance to prepare the Draft Springville North Community Development Project Area Plan, dated October 5, 2015 (the “Plan”) attached as Exhibit “A” hereto and incorporated herein by this reference;

WHEREAS, the Agency desires to conform to the Limited Purpose Local Government Entities – Community Development and Renewal Agencies, Title 17C, Utah Code Annotated, 1953, as amended (the “Act”);

NOW, THEREFORE, be it resolved by the Governing Board of the Springville Redevelopment Agency as follows:

Section 1. General Provisions. The terms defined or described in the recitals hereto shall have the same meaning when used in the body of this Resolution. All actions heretofore taken (consistent with this Resolution) by the Board and by the Agency directed toward the preparation of a draft project area plan, are hereby ratified, approved, and confirmed.

Section 2. Legal Description. The legal description for the boundaries of the Plan (also referred to as the Project Area) is set forth in Exhibit “B” attached hereto and incorporated herein by this reference.

Section 3. Purpose and Intent. The Agency’s purpose and intent with respect to the Project Area is outlined in the Plan approved herein by this Resolution.

Section 4. Approval of Plan. The Board hereby approves the Plan set forth in Exhibit “A” attached hereto and incorporated herein by this reference.

Section 5. Findings. The Board hereby finds that determines that adoption of the Plan will:

(a) Satisfy a public purpose;

(b) Provide a public benefit as shown by the analysis under the Plan based upon the analysis of Utah Code 17C-4-103(11).

(c) Be economically sound and feasible;

(d) Conforms to Springville City's general plan; and

(e) Promotes the public peace, health, safety, and welfare of the City.

Section 6. Severability. If any one or more sections, sentences, clauses, or parts of this Resolution shall, for any reason, be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, but shall be confined in its operation to the specific sections, sentences, clauses, or parts of this Resolution so held unconstitutional and invalid, and the inapplicability and invalidity of any section, sentence, clause, or part of this Resolution in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Resolution in any other instances.

PASSED AND APPROVED this _____ day of November, 2015.

SPRINGVILLE REDEVELOPMENT AGENCY:

WILFORD W. CLYDE, Chair

ATTEST:

KIM RAYBURN, Secretary

EXHIBIT A

Springville North Community Development Project Area Plan



Springville Redevelopment Agency

DRAFT

**Springville North Community
Development Project Area Plan**

October 5, 2015

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BACKGROUND AND OVERVIEW

The Springville Redevelopment Agency (the “Agency”), following thorough consideration of the needs and desires of Springville City (the “City”) and its residents, as well as the need of and capacity for new development, has prepared this Community Development Project Area Plan (the “Plan”) for the Springville City North Community Development Project Area (the “Project Area”) described in more detail below.

In accordance with the terms of this Plan, the Agency will encourage, promote and provide for the development of retail and office space within the Project Area. The Project Area covers 218.84 total acres of which 178.25 acres are included in parcels within the project area boundaries that are considered to be developable, with the remaining acreage used for roadways.

It is anticipated that the project will generate significant economic activity in the region through the creation of temporary construction jobs, full-time employment for new retail and office development including an auto dealership, the generation of additional tax revenues, and diversification through new business opportunities. Tax increment is needed to assist with additional infrastructure to the Project Area, as well as for incentives to encourage top-quality businesses to locate in the area.

This Plan will govern development within the Project Area, including the capture and use of tax increment to construct needed infrastructure and to promote and incentivize new development. The purpose of this Plan clearly sets forth the aims and objectives of this development, its scope, available incentives and the mechanism for funding such incentives, and the value of the Plan to the residents, businesses and property owners, and taxing entities in this area.

1. RECITALS OF PREREQUISITES FOR ADOPTING A COMMUNITY DEVELOPMENT PROJECT AREA PLAN

- a) Pursuant to the provisions of §17C-4-101 of the Act, the governing body of the Springville Redevelopment Agency adopted a resolution authorizing the preparation of a draft Community Development Project Area Plan on _____; and
- b) Pursuant to the provisions of §17C-4-102(2)(a) and (b) of the Act, Springville City has a planning commission and general plan as required by law; and
- c) Pursuant to the provisions of §17C-4-102(1)(d) of the Act, the Agency will conduct one or more public hearings for the purpose of informing the public about the Project Area and allowing public input as to whether the draft Project Area Plan should be revised, approved or rejected.
- d) Pursuant to the provisions of §17C-4-102(1)(b) and (c) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency’s offices during normal business hours, provided notice of the Plan hearing, allowed public comment on the Project Area Plan and will hold a public hearing on the draft Plan on _____, 2015.

2. DEFINITIONS

As used in this Community Development Project Area Plan:

1. The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.
2. The term "**Agency**" shall mean the Springville City Redevelopment Agency, a separate body corporate and politic created by the City pursuant to the Act.
3. The term "**Base taxable value**" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized before the date the Project Area Plan is adopted by the City legislative body; OR the agreed-upon value specified in a resolution or interlocal agreement as described under §17C-4-201(2).
4. The term "**City**" shall mean Springville City, Utah.
5. The term "**Community**" shall mean Springville City, Utah.
6. The term "**Community development**" shall mean development activities within the community, including the encouragement, promotion, or provision of development.
7. The term "**Developer**" shall mean the entities investing in the development in the area.
8. The term "**Effective date**" shall mean either the publishing or posting of notice of the community legislative body's ordinance adopting the community development project area plan or a summary of the ordinance.
9. The term "**Legislative body**" shall mean the City Council of Springville City which is the legislative body of the Community.
10. The term "**Plan Hearing**" means the public hearing on the draft Project Area Plan required under Subsection 17C-4-102 of the Act.
11. The term "**Project Area**" shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (Exhibits A & B).
12. The term "**Project Area Budget**" shall mean the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:
 - a. the base taxable value of property in the Project Area;

- b. the projected tax increment to be generated within the Project Area from both property and sales taxes;
 - c. the amount of tax increment expected to be shared with other taxing entities;
 - d. the amount of tax increment expected to be used to implement the Project Area Plan; and
 - e. the amount of tax increment to be used to administer the Project Area.
13. The term **"Project Area Plan"** or **"Plan"** shall mean the written plan that, after its effective date and adopted pursuant to the provisions of the Act, guides and controls the community development activities within the Project Area.
14. The terms **"Tax," "Taxes," "Property tax" or "Property taxes"** includes all levies on an ad valorem basis upon real property, personal property, or other property, tangible or intangible.
15. The term **"Taxing entity"** shall mean any public entity that levies a tax on property within the Project Area.
16. The term **"Tax increment"** shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the area designated in the Project Area Plan as the area from which tax increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be generated from that same area using the base taxable value of the property. Tax increment shall also be used to mean the additional sales tax revenues generated from development in the Project Area.

3. PROJECT AREA BOUNDARIES [17C-4-103(1)]

The area identified for study (see map in Appendix A and legal description in Appendix B) consists of 218.84 total acres. The area follows parcel boundaries, with parcel numbers shown in Appendix C. The approximate boundaries of the Project Area are 1200 North on the north; 2400 West on the west; 400 North on the south; and I15 SB X261/Frontage Road/SR 75 Ramp on the east.

4. GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING INTENSITIES AND HOW THEY WILL BE AFFECTED BY THE ECONOMIC DEVELOPMENT [17C-4-103(2)]

A. LAND USES IN THE PROJECT AREA

The existing land use on the developable land within the Project Area is mainly vacant land. There are 61 parcels in the Project Area. The Project Area is zoned Highway Commercial. Current uses are shown in the table below:

Table 1: Existing Land Uses in Project Area

Summary Table	Acres
Unknown	7.33
Commercial	21.25
Exempt	21.47
Vacant	1.30
Vacant Commercial	163.82
TOTAL	215.17

B. LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

The area is bounded on the east by a major street, the I-15 SB freeway. Within the Project Area the major streets are 800 North, 500 North, 1150 North and 2250 West.

C. POPULATION DENSITIES IN THE PROJECT AREA

There is currently no residential development within the Project Area and therefore no population. The Plan does not currently propose any residential development within the Project Area. Existing and proposed residential densities within the Project Area will therefore remain at zero persons per square mile.

D. BUILDING INTENSITIES IN THE PROJECT AREA

There are 10 buildings in the project area, all of which are commercial. The 10 buildings total 88,836 square feet, for a floor area ratio (FAR) of 0.009 over the entire Project Area.

5. STANDARDS THAT WILL GUIDE THE ECONOMIC DEVELOPMENT [17C-4-103(3)]

The general standards that will guide the economic development are as follows:

A. GENERAL DESIGN OBJECTIVES

Development within the Project Area will be held to quality design and construction standards, suitable for retail, office and business park development and will be subject to: (1) appropriate elements of the City's General Plan; (2) applicable City building codes and ordinances; (3) planning commission review and recommendation; and (4) the City's land use development codes.

Developers will be allowed flexibility of design in developing land located within the Project Area. The development shall be of a design and shall use materials that are subject to design review and approval by the City pursuant to a development agreement with the Developer/Owner specifically addressing design issues.

Coordinated and attractive landscaping shall also be provided as appropriate for the character of the Project Area. Materials and design paving, retaining walls, fences, curbs, benches, and other items shall have an attractive appearance and be easily maintained.

All development will be based on site plans, development data, and other appropriate submittals and materials clearly describing the development, including land coverage, setbacks, heights, and any other data dictated by the City's land use code, and applicable City practice or procedure.

The general principles guiding development within the Project Area are as follows:

1. Encourage and assist economic development with the creation of well-planned commercial development that will increase job opportunities in the local area.
2. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.
3. Implement the tax increment financing provisions of the Act which are incorporated herein by reference and made a part of this Plan.
4. Encourage economic use of and new construction or redevelopment upon the real property located within the Project Area.
5. Promote and market the Project Area for economic development that would enhance the economic base of the City through diversification.
6. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of economic activity for the City.
7. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities, streets and other infrastructure improvements.
8. Achieve an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to the Developers.
9. Design parking areas with regard to orderly arrangement, topography and ease of use and access.
10. Comply with City lighting standards and signs for a safe and pleasant appearance following modern illumination standards.

6. HOW THE PURPOSES OF THE ACT WILL BE ATTAINED BY THE COMMUNITY DEVELOPMENT [17C-4-103(4)]

It is the intent of the Agency, with the assistance and participation of various Developers, to facilitate and promote the development of a commercial center that will result in the creation of jobs in the Project Area. Further, the project will strengthen the tax base of the community, which

will also serve to accomplish economic development objectives and create a well-planned employment center.

The purposes of the Act will be achieved by the following:

A. ESTABLISHMENT OF NEW BUSINESS AND INCREASED TAX BASE

The proposed Project envisions an auto dealership and other retail and office development that will benefit the State and local taxing entities through increased job creation, increased property tax base, increased income taxes paid (both corporate and individual) and increased energy usage (and the accompanying municipal energy “franchise” tax). Multiplier (indirect and induced) impacts will result from the job creation and expenditures for construction and supplies.

B. PUBLIC INFRASTRUCTURE IMPROVEMENTS

The construction of additional public infrastructure improvements in the Project Area will support the development contemplated herein and will encourage future development in surrounding areas. Additional public infrastructure improvements will make the land within the Project Area more accessible to and from other parts of the City. Thus, the components of the Project provided in this Plan will encourage, promote and provide for economic development within the Project Area and the City generally for years to come.

C. JOB CREATION

It is anticipated that the economic development in the Project Area will create a significant number of new jobs. Research conducted by the National Automobile Dealers Association shows a significant number of indirect jobs are created in tandem with the direct jobs at automobile dealers.

Table 2: Job Creation

STATE	DIRECT JOBS	INDIRECT JOBS	TOTAL
Utah	8,394	11,653	20,047
Nevada	7,271	2,225	9,496
California	110,103	124,428	234,531
Oregon	11,981	12,969	24,950
Idaho	5,139	4,953	10,092
Wyoming	2,080	3,165	5,245
Montana	3,850	4,738	8,588
Arizona	24,091	25,654	49,745
New Mexico	6,663	7,899	14,562

Source: National Automobile Dealers Association

7. THE PLAN IS CONSISTENT WITH AND WILL CONFORM TO THE COMMUNITY'S GENERAL PLAN [17C-4-103(5)]

This Plan is consistent with the City's General Plan that was approved in 2013. The City's Vision Statement for Economic Development as contained in Chapter 9 of the General Plan is as follows:

To encourage economic development that will focus on future growth while benefitting present and future residents; through an increased revenue base, employment opportunities and business diversity.

Objective 2 on page 9-9 of the General Plan states as follows: Encourage economic development throughout Springville. Specific strategies listed in the General Plan that are compatible with this Plan include:

- 2A Explore incentives like the Community Development Agreement with land developers
- 2B Support the redevelopment of underutilized or vacant parcels or areas
- 2F Ensure that infrastructure needs and the City's ability to meet them are considered as part of the economic development recruitment process

8. DESCRIPTION OF ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED ECONOMIC DEVELOPMENT [17C-4-103(6)]

There is one specific development project currently under construction – an auto dealership on approximately five acres. The Plan anticipates the construction of additional retail and office space with an overall floor area ratio (FAR) of approximately 0.15.

9. HOW PRIVATE DEVELOPERS WILL BE SELECTED AND IDENTIFICATION OF CURRENT DEVELOPERS IN THE PROJECT AREA [17C-4-103(7)]

A. SELECTION OF PRIVATE DEVELOPERS

The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property, or sell their property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the community development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency may, consistent with the Act, encourage other owners to acquire property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods.

B. IDENTIFICATION OF DEVELOPERS WHO ARE CURRENTLY INVOLVED IN THE PROPOSED PROJECT AREA

One private developer has currently been identified to be involved in the proposed Project Area. That developer is Mitsubishi auto dealership.

10. REASONS FOR THE SELECTION OF THE PROJECT AREA [17C-4-103(8)]

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the community through development of vacant properties, create jobs, capitalize on the rapid growth occurring in Utah County, meet the needs of the auto dealership and maximize the site's strategic proximity to I-15.

11. DESCRIPTION OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA [17C-4-103(9)]

A. PHYSICAL CONDITIONS

The proposed Project Area consists of approximately 215.17 acres, as shown on the Project Area map in Appendix A. The Project Area is mostly undeveloped, with only 88,836 building square feet. The area is flat and all of the land is considered as developable.

B. SOCIAL CONDITIONS

There is currently no residential development within the area. No unusual social conditions were found to exist. The Project Area Plan will increase the number of workers traveling to the Project Area. It is anticipated, therefore, that the proposed Project Area will grow the community's economy, quality of life and reputation.

C. ECONOMIC CONDITIONS

There are approximately six businesses in the project area, including automotive businesses (e.g., motorsports, watersports, and trailer dealers), a plumbing supply store, an antiques mall, and a video production company.

12. TAX INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED WITHIN THE PROJECT AREA [17C-4-103(10)]

The Agency does not intend to initially collect any property tax increment from any of the taxing entities in the Project Area. However, the Agency may choose to negotiate with the taxing entities at some future point in time for the collection of tax increment. Rather, the Agency intends to collect a portion of the incremental sales tax revenues generated by the auto dealership for a period of up to 25 years. A portion of the incremental sales tax revenues generated by the auto dealership will be returned to the dealership as an incentive to encourage the dealership to locate

in the Project Area. The City's portion of the incremental sales tax revenues to be distributed to the Agency will be determined by the City on an annual basis.

The Project Area Budget (attached as Appendix D) shows anticipated tax increment receipts if all incremental sales tax revenues were to be forwarded to the Agency. As stated previously, the percent of incremental sales tax revenues contributed by the City are considered to be discretionary and will be allocated by the City on a year-by-year basis. The County is not initially contributing any incremental sales tax revenues.

The base year taxable value is 2015 and includes all real and personal property valued at \$15,370,734. However, as stated previously, no incremental property tax revenues are initially included in the distribution to the Agency.

Estimated total sales tax revenues that might be received from an auto dealership are included in the following table. No specific sales numbers have been provided from the auto dealership intended to locate in this Project Area. The Agency intends to use a portion of these revenues to incentivize the dealership to locate in the Project Area. Over time, other businesses may choose to locate in the Project Area and incremental sales or property tax revenues from these developments may be needed in order to facilitate their development.

Table 3: Summary of Incremental Sales Tax Revenues

	Total Revenues	NPV*
Sales Tax Revenues – 25 years	\$3,203,030	\$1,922,906
Sales Tax Revenues – 20 Years	\$2,429,737	\$1,609,165
Sales Tax Revenues – 15 Years	\$1,729,342	\$1,263,435
Sales Tax Revenues – 10 Years	\$1,094,972	\$882,455

*NPV = net present value of future cash flows discounted at four percent.

The Project Area Budget, included as Appendix D provides a year-by-year estimate of the amount of increment generated that could be available to encourage economic development in the area.

13. ANALYSIS OR DESCRIPTION OF THE ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT [17C-4-103(11)]

A. BENEFICIAL INFLUENCES UPON THE TAX BASE OF THE COMMUNITY

The City and taxing entities will see an increase in real taxable value of an estimated \$11.9 million (\$2015) when anticipated development and redevelopment takes place over the next 25 years. This estimate is based on the development of an auto dealership, as well as an overall real growth rate (not including appreciation/inflation) of 1.5 percent per year. The value of the building associated with the auto dealership is estimated at \$1.0 million.

All of the taxing entities will see increased revenues from property tax increment due to the development in this area. By year 10, incremental property tax revenues are expected to reach \$84,870 more annually, to reach \$130,615 by year 20 and \$156,171 by year 25.

B. ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY LIKELY TO BE STIMULATED

Other business and economic activity likely to be stimulated includes business, employee and construction expenditures. There are significant opportunities for increased economic development and tax generating development that can occur within the immediate sphere of influence of the Project Area that otherwise may not occur in a timely basis or at the same level of increased development and private investment.

1. JOB CREATION

Of the total 215.17 developable acres in the Project Area, 165.12 acres are currently listed as “vacant” or “vacant commercial.” Approximately 2,700 new jobs could be created in the Project Area if development plans are similar to those projected in the Project Area Budget. This estimate is based on 400 square feet per employee and an overall building density of 0.15 (FAR).

It is anticipated that the business owners and employees of the Project Area facilities will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These supply chain purchases are expected to increase employment opportunities in the related businesses of office equipment, furniture and furnishings, office supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services.

Employees will make many of their purchases near their workplace, assuming that goods and services are available. These will most likely include purchases for: lunchtime eating, gasoline and convenience store, personal services such as dry cleaning and haircuts, and auto repair. In addition, there may be limited purchases for gifts, hobbies, etc., if such goods are available.

The following summarizes the benefits to the community:

- Provide an increase in direct purchases in the community.
- Complement existing businesses and industries located within the City by adding new employees who may live and shop and pay taxes in the City, County and the region.
- Provide an increase in indirect and induced (“multiplier”) impacts for business purchases, including purchases by employees and their households.
 - The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

2. CONSTRUCTION JOBS AND EXPENDITURES

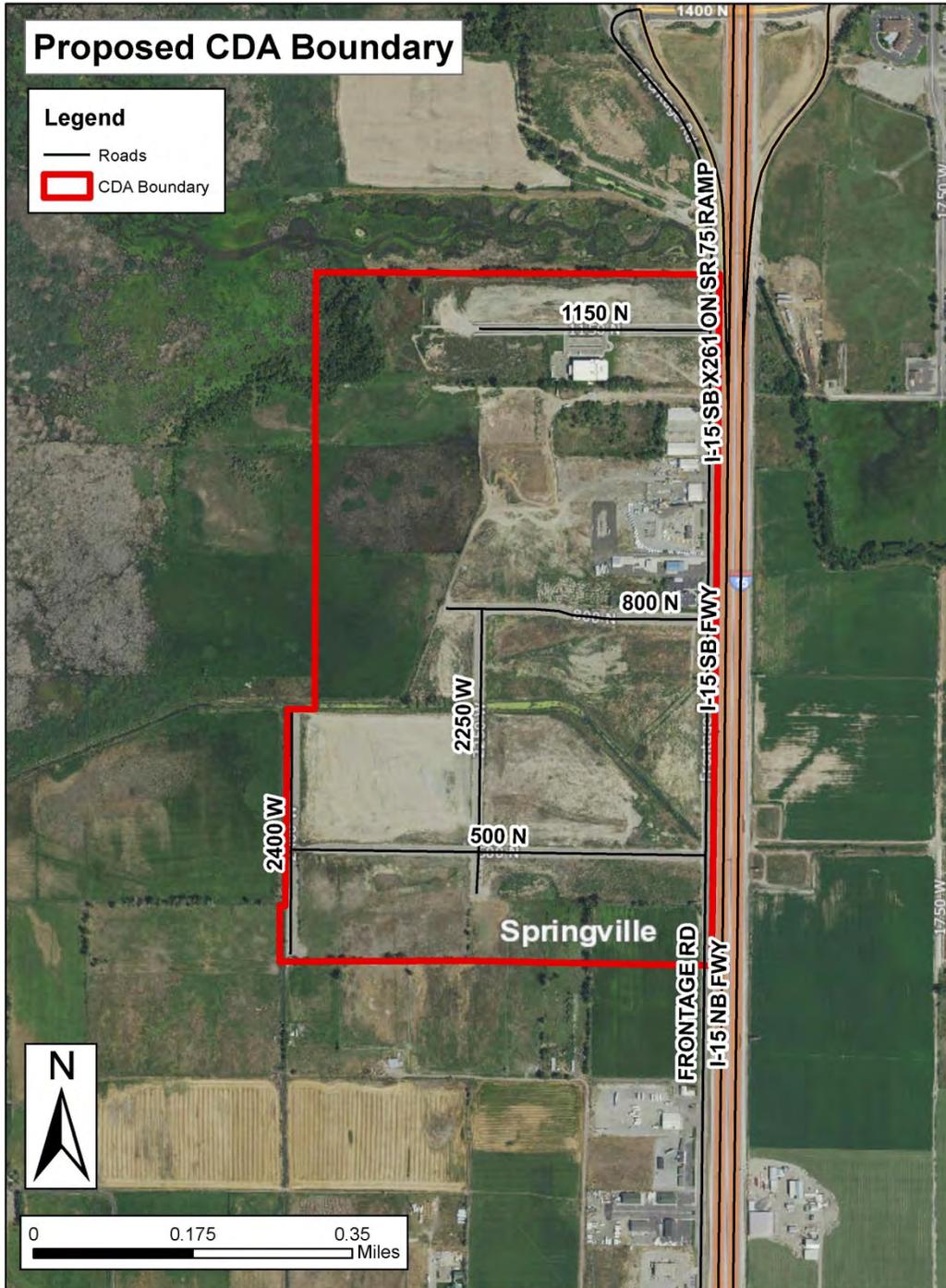
Economic activity associated with the development will include construction jobs and wages.

To summarize, the creation of the Project Area and adoption of the Project Area Plan is beneficial to the community for the following reasons:

- Increased tax base that will provide additional tax revenues to the various taxing entities;
- Creation of approximately 2,700 new jobs in the Project Area;
- Increased spending on construction wages;
- Increased spending in the local area for construction supplies, from construction worker expenditures for lunchtime eating, gas, etc., and for purchases by full-time employees who work in the Project Area;
- Increased property tax revenues of \$2.67 million to the taxing entities over the 25-year Project Area time period;
- Increased sales tax revenues of \$3.2 million over the 25-year period;
- Improved traffic circulation and business access through the entire community; and
- Added economic diversification to the community.

APPENDIX A: PROJECT AREA MAP

The parcels included in the Project Area are shaded in the map below.



APPENDIX B: LEGAL DESCRIPTION

BEGINNING AT POINT NORTH 1142.20 FEET AND WEST 6.33 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°19'03" WEST 2535.59 FEET; THENCE EAST 2341.40 FEET; THENCE SOUTH 01°01'48" EAST 518.44 FEET; THENCE SOUTH 00°07'11" EAST 141.73 FEET; THENCE SOUTH 00°23'05" WEST 1079.16 FEET; THENCE SOUTH 00°23'34" WEST 600.23 FEET; THENCE SOUTH 00°22'07" WEST 1667.36 FEET; THENCE NORTH 89°17'42" WEST 695.63 FEET; THENCE NORTH 89°26'08" WEST 704.50 FEET; THENCE SOUTH 89°30'28" WEST 747.51 FEET; THENCE SOUTH 89°26'02" WEST 354.77 FEET; THENCE NORTH 00°10'13" WEST 325.96 FEET; THENCE SOUTH 89°15'28" EAST 34.35 FEET; THENCE NORTH 00°04'39" EAST 1139.17 FEET; THENCE NORTH 89°38'22" EAST 152.48 FEET TO THE POINT OF BEGINNING.

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APPENDIX C: LIST OF PARCELS

PARCELID	Tax District	USEDSCRIP	Total Acres	Acres in CDA	Acres Outside CDA	Taxable Value	Adjusted Taxable Value
664650001	131		2.45	2.45	0.00	\$0	\$0
664650002	131		1.47	1.47	0.00	\$0	\$0
664650003	131		3.23	3.23	0.00	\$0	\$0
664650004	131		0.17	0.17	0.00	\$0	\$0
230230038	130	COMMERCIAL	2.03	2.03	0.00	\$448,700	\$448,700
230230047	130	COMMERCIAL	0.68	0.68	0.00	\$400,000	\$400,000
230230049	130	COMMERCIAL	0.44	0.44	0.00	\$195,700	\$195,700
230230058	130	COMMERCIAL	1.08	1.08	0.00	\$153,300	\$153,300
230240012	130	COMMERCIAL	4.00	4.00	0.00	\$649,500	\$649,500
663370004	130	COMMERCIAL	9.12	9.12	0.00	\$3,818,000	\$3,818,000
230230056	131	COMMERCIAL	1.04	1.04	0.00	\$131,700	\$131,700
230230099	131	COMMERCIAL	0.84	0.84	0.00	\$235,600	\$235,600
230230111	131	COMMERCIAL	1.00	1.00	0.00	\$159,500	\$159,500
529730005	131	COMMERCIAL	1.03	1.03	0.00	\$636,200	\$636,200
230240020	130	EXEMPT	5.18	4.83	0.35	\$0	\$0
663370005	130	EXEMPT	2.18	2.18	0.00	\$0	\$0
529730009	131	EXEMPT	9.99	9.99	0.00	\$0	\$0
529730009	131	EXEMPT	4.44	4.44	0.00	\$0	\$0
663210004	131	EXEMPT	0.04	0.04	0.00	\$0	\$0
210740002	130	VACANT	52.56	1.07	51.49	\$27,400	\$571
210960019	131	VACANT	0.22	0.22	0.00	\$4,000	\$4,000
230230042	130	VACANT COMMERCIAL	0.95	0.95	0.00	\$53,000	\$53,000
230230048	130	VACANT COMMERCIAL	1.32	1.32	0.00	\$69,300	\$69,300
230230050	130	VACANT COMMERCIAL	1.56	1.56	0.00	\$170,400	\$170,400
230230061	130	VACANT COMMERCIAL	0.17	0.17	0.00	\$9,300	\$9,300
230230062	130	VACANT COMMERCIAL	0.17	0.17	0.00	\$17,700	\$17,700
230230089	130	VACANT COMMERCIAL	2.00	2.00	0.00	\$111,600	\$111,600
230230097	130	VACANT COMMERCIAL	2.13	2.13	0.00	\$118,600	\$118,600
230230098	130	VACANT COMMERCIAL	26.35	26.35	0.00	\$1,332,200	\$1,332,200
230230107	130	VACANT COMMERCIAL	1.00	1.00	0.00	\$55,700	\$55,700
230230108	130	VACANT COMMERCIAL	1.00	1.00	0.00	\$95,600	\$95,600
230240015	130	VACANT COMMERCIAL	4.54	4.54	0.00	\$241,200	\$241,200
230240038	130	VACANT COMMERCIAL	7.82	7.82	0.00	\$402,300	\$402,300
230240047	130	VACANT COMMERCIAL	1.20	1.20	0.00	\$66,900	\$66,900

PARCELID	Tax District	USEDSCRIP	Total Acres	Acres in CDA	Acres Outside CDA	Taxable Value	Adjusted Taxable Value
230240048	130	VACANT COMMERCIAL	1.20	1.20	0.00	\$66,900	\$66,900
230240049	130	VACANT COMMERCIAL	1.68	1.68	0.00	\$93,600	\$93,600
230240051	130	VACANT COMMERCIAL	1.25	1.25	0.00	\$69,900	\$69,900
230240052	130	VACANT COMMERCIAL	8.58	8.58	0.00	\$456,000	\$456,000
663370001	130	VACANT COMMERCIAL	3.01	3.01	0.00	\$318,500	\$318,500
663370002	130	VACANT COMMERCIAL	2.98	2.98	0.00	\$284,500	\$284,500
663370003	130	VACANT COMMERCIAL	2.96	2.96	0.00	\$282,600	\$282,600
230230100	131	VACANT COMMERCIAL	0.17	0.17	0.00	\$16,100	\$16,100
230230101	131	VACANT COMMERCIAL	0.10	0.10	0.00	\$9,700	\$9,700
230230105	131	VACANT COMMERCIAL	1.36	1.36	0.00	\$76,000	\$76,000
230230106	131	VACANT COMMERCIAL	1.00	1.00	0.00	\$55,700	\$55,700
230230110	131	VACANT COMMERCIAL	1.00	1.00	0.00	\$95,400	\$95,400
230280039	131	VACANT COMMERCIAL	5.21	1.79	3.42	\$497,400	\$261,133
230280040	131	VACANT COMMERCIAL	5.25	1.78	3.47	\$276,700	\$141,920
230280041	131	VACANT COMMERCIAL	3.06	1.02	2.04	\$214,800	\$107,212
230280042	131	VACANT COMMERCIAL	3.07	1.03	2.04	\$215,400	\$108,304
230280043	131	VACANT COMMERCIAL	5.06	5.06	0.00	\$642,000	\$642,000
529730002	131	VACANT COMMERCIAL	13.83	13.83	0.00	\$1,024,500	\$1,024,500
529730003	131	VACANT COMMERCIAL	21.82	21.82	0.00	\$1,464,900	\$1,464,900
529730007	131	VACANT COMMERCIAL	0.03	0.03	0.00	\$52,700	\$52,700
529730008	131	VACANT COMMERCIAL	0.02	0.02	0.00	\$44,200	\$44,200
662720001	131	VACANT COMMERCIAL	1.21	1.21	0.00	\$86,400	\$86,400
662720002	131	VACANT COMMERCIAL	1.06	1.06	0.00	\$95,900	\$95,900
662720003	131	VACANT COMMERCIAL	1.34	1.34	0.00	\$95,700	\$95,700
663210001	131	VACANT COMMERCIAL	1.65	1.65	0.00	\$87,700	\$87,700
663210002	131	VACANT COMMERCIAL	1.70	1.70	0.00	\$90,300	\$90,300
663210003	131	VACANT COMMERCIAL	34.99	34.99	0.00	\$1,859,500	\$1,859,500
TOTAL			277.98	215.17	62.81	\$18,176,400	\$17,563,840

APPENDIX D: PROJECT AREA BUDGET

The budget is on the attached spreadsheet.

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	Total	NPV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25				
PROPERTY:																															
Tax District 130:																															
Base Year Taxable Value			\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615			
Total Assessed Value			\$8,845,594	\$9,112,952	\$9,249,647	\$9,388,391	\$9,529,217	\$9,672,155	\$9,817,238	\$9,964,496	\$10,113,964	\$10,265,673	\$10,419,658	\$10,575,953	\$10,734,593	\$10,895,611	\$11,059,046	\$11,224,931	\$11,393,305	\$11,564,205	\$11,737,668	\$11,913,733	\$12,092,439	\$12,273,826	\$12,457,933	\$12,644,802	\$12,834,474				
Incremental Taxable Value			\$762,979	\$1,030,337	\$1,167,031	\$1,305,776	\$1,446,602	\$1,589,540	\$1,734,622	\$1,881,881	\$2,031,348	\$2,183,058	\$2,337,043	\$2,493,338	\$2,651,977	\$2,812,996	\$2,976,430	\$3,142,316	\$3,310,690	\$3,481,589	\$3,655,053	\$3,831,118	\$4,009,824	\$4,191,210	\$4,375,317	\$4,562,186	\$4,751,859				
Tax District 131:																															
Base Year Taxable Value			\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200			
Total Assessed Value			\$9,981,703	\$10,283,400	\$10,437,651	\$10,594,216	\$10,753,129	\$10,914,426	\$11,078,143	\$11,244,315	\$11,411,979	\$11,584,174	\$11,757,937	\$11,934,306	\$12,113,320	\$12,295,020	\$12,479,445	\$12,666,637	\$12,856,637	\$13,049,486	\$13,245,229	\$13,443,907	\$13,645,566	\$13,850,249	\$14,058,003	\$14,268,873	\$14,482,906				
Incremental Taxable Value			\$3,237,503	\$3,539,200	\$3,693,451	\$3,850,016	\$4,008,929	\$4,170,226	\$4,333,942	\$4,500,115	\$4,668,779	\$4,839,974	\$5,013,737	\$5,190,106	\$5,369,120	\$5,550,820	\$5,735,245	\$5,922,437	\$6,112,437	\$6,305,286	\$6,501,028	\$6,699,707	\$6,901,365	\$7,106,049	\$7,313,803	\$7,524,673	\$7,738,706				
Total - Tax Districts 130 and 131																															
Base Year Taxable Value			\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816			
Total Assessed Value			\$18,827,298	\$19,396,353	\$19,687,298	\$19,982,607	\$20,282,346	\$20,586,582	\$20,895,380	\$21,208,811	\$21,526,943	\$21,849,847	\$22,177,595	\$22,510,259	\$22,847,913	\$23,190,632	\$23,538,491	\$23,891,568	\$24,249,942	\$24,613,691	\$24,982,896	\$25,357,640	\$25,738,005	\$26,124,075	\$26,515,936	\$26,913,675	\$27,317,380				
Total Incremental Taxable Value			\$4,000,482	\$4,569,537	\$4,860,482	\$5,155,792	\$5,455,531	\$5,759,766	\$6,068,565	\$6,381,995	\$6,700,128	\$7,023,032	\$7,350,780	\$7,683,443	\$8,021,097	\$8,363,816	\$8,711,675	\$9,064,753	\$9,423,126	\$9,786,876	\$10,156,081	\$10,530,824	\$10,911,189	\$11,297,259	\$11,689,120	\$12,086,859	\$12,490,564				
Base Year Property Tax Revenues																															
Tax District 130																															
Utah County	\$232,173	\$145,081	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287		
Nebo School District	\$1,855,566	\$1,159,512	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	
Springville	\$415,042	\$259,353	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	
Central Utah Water Conservancy	\$85,272	\$53,285	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	
Total	\$2,588,053	\$1,617,231	\$103,522	\$103,522	\$103,522	\$103,522	\$103,522	\$103,522	\$103,522	\$103,522	\$103,522	\$103,522																			
Tax District 131																															
Utah County	\$193,727	\$121,057	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	
Nebo School District	\$1,548,300	\$967,507	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932
Springville	\$346,315	\$216,406	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853
Central Utah Water Conservancy	\$71,151	\$44,461	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846
Springville Drainage District	\$74,018	\$46,252	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961
Total	\$2,233,510	\$1,395,683	\$89,340	\$89,340	\$89,340	\$89,340	\$89,340	\$89,340	\$89,340	\$89,340	\$89,340	\$89,340	\$89,340																		
Total Base Year Revenues																															
Utah County	\$425,900	\$266,138	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	
Nebo School District	\$3,403,866	\$2,127,019	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155
Springville	\$761,357	\$475,759	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454
Central Utah Water Conservancy	\$156,423	\$97,746	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257
Springville Drainage District	\$74,018	\$46,252	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961
Total	\$4,821,564	\$3,012,914	\$192,863	\$192,863	\$192,863	\$192,863	\$192,863	\$192,863	\$192,863	\$192,863	\$192,863	\$192,863	\$192,863																		
Incremental Tax Revenues																															
Tax District 130																															
Utah County	\$77,806	\$42,824	\$877	\$1,184	\$1,341	\$1,500	\$1,662	\$1,826	\$1,993	\$2,162	\$2,334	\$2,508	\$2,685	\$2,865	\$3,047	\$3,232	\$3,420	\$3,611	\$3,804	\$4,000	\$4,200	\$4,402	\$4,607	\$4,816	\$5,027	\$5,242	\$5,460				
Nebo School District	\$621,837	\$342,255	\$7,006	\$9,462	\$10,717	\$11,991	\$13,284	\$14,597	\$15,929	\$17,281	\$18,654	\$20,047	\$21,461	\$22,896	\$24,353	\$25,832	\$27,333	\$28,856	\$30,402	\$31,971	\$33,564	\$35,181	\$36,822	\$38,488	\$40,179	\$41,895	\$43,636				
Springville	\$139,089	\$76,554	\$1,567	\$2,116	\$2,397	\$2,682	\$2,971	\$3,265	\$3,563	\$3,865	\$4,172	\$4,484	\$4,800	\$5,121	\$5,447	\$5,778	\$6,114	\$6,454	\$6,800	\$7,151	\$7,507	\$7,869	\$8,236	\$8,609	\$8,987	\$9,371	\$9,760				

Percent to Agency: 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100%

AGENCY BUDGET

Revenues:

Property Tax Revenues:

Utah County	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Nebo School District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Springville	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Central Utah Water Conservancy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Springville Drainage District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Property Tax Revenues	\$0																									

Sales Tax Revenues:	\$3,203,030	\$1,922,906	\$100,000	\$102,000	\$104,040	\$106,121	\$108,243	\$110,408	\$112,616	\$114,869	\$117,166	\$119,509	\$121,899	\$124,337	\$126,824	\$129,361	\$131,948	\$134,587	\$137,279	\$140,024	\$142,825	\$145,681	\$148,595	\$151,567	\$154,598	\$157,690	\$160,844
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Total Revenues	\$3,203,030	\$1,922,906	\$100,000	\$102,000	\$104,040	\$106,121	\$108,243	\$110,408	\$112,616	\$114,869	\$117,166	\$119,509	\$121,899	\$124,337	\$126,824	\$129,361	\$131,948	\$134,587	\$137,279	\$140,024	\$142,825	\$145,681	\$148,595	\$151,567	\$154,598	\$157,690	\$160,844
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Expenses:

Administrative Cost Percent

Administrative Expense	(\$128,121)	(\$76,916)	(\$4,000)	(\$4,080)	(\$4,162)	(\$4,245)	(\$4,330)	(\$4,416)	(\$4,505)	(\$4,595)	(\$4,687)	(\$4,780)	(\$4,876)	(\$4,973)	(\$5,073)	(\$5,174)	(\$5,278)	(\$5,383)	(\$5,491)	(\$5,601)	(\$5,713)	(\$5,827)	(\$5,944)	(\$6,063)	(\$6,184)	(\$6,308)	(\$6,434)
Amount Remaining for Projects	\$3,074,909	\$1,845,989	\$96,000	\$97,920	\$99,878	\$101,876	\$103,913	\$105,992	\$108,112	\$110,274	\$112,479	\$114,729	\$117,023	\$119,364	\$121,751	\$124,186	\$126,670	\$129,203	\$131,787	\$134,423	\$137,112	\$139,854	\$142,651	\$145,504	\$148,414	\$151,382	\$154,410

EXHIBIT B

LEGAL DESCRIPTION OF THE BOUNDRIES OF THE PROJECT AREA

BEGINNING AT POINT NORTH 1142.20 FEET AND WEST 6.33 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°19'03" WEST 2535.59 FEET; THENCE EAST 2341.40 FEET; THENCE SOUTH 01°01'48" EAST 518.44 FEET; THENCE SOUTH 00°07'11" EAST 141.73 FEET; THENCE SOUTH 00°23'05" WEST 1079.16 FEET; THENCE SOUTH 00°23'34" WEST 600.23 FEET; THENCE SOUTH 00°22'07" WEST 1667.36 FEET; THENCE NORTH 89°17'42" WEST 695.63 FEET; THENCE NORTH 89°26'08" WEST 704.50 FEET; THENCE SOUTH 89°30'28" WEST 747.51 FEET; THENCE SOUTH 89°26'02" WEST 354.77 FEET; THENCE NORTH 00°10'13" WEST 325.96 FEET; THENCE SOUTH 89°15'28" EAST 34.35 FEET; THENCE NORTH 00°04'39" EAST 1139.17 FEET; THENCE NORTH 89°38'22" EAST 152.48 FEET TO THE POINT OF BEGINNING.



**REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
NOVEMBER 17, 2015 AT 7:00 P.M.**
City Council Chambers
110 South Main Street
Springville, Utah 84663

CALL TO ORDER

INVOCATION AND PLEDGE

APPROVAL OF THE MEETING'S AGENDA

MAYOR'S COMMENTS

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

CEREMONIAL AGENDA

1. Presentation of the Mayor's Awards – Shannon Acor, CTC Coordinator

CONSENT AGENDA*

2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
3. Approval of Minutes for the February 5, 2015 Council Retreat and the February 17, March 3 and 10, 2015 City Council Work/Study meetings.
4. Approval of a Resolution adopting the 2016 Annual Meeting Schedule – Kim Rayburn, City Recorder
5. Approval of Revised Airport Hangar Ground Lease Agreements – Bruce Riddle, Assistant City Administrator/Finance Director
6. Approval of Landlords Release and Consent "A" form being requested by the Lender on the new Airport Hangars being built by Jim Mellor – Bruce Riddle, Assistant City Administrator/Finance Director
7. Approval of Morgan Asphalt Change Order on the recently completed Airport Apron Rehab project – Bruce Riddle, Assistant City Administrator/Finance Director
8. Approval of Evidence, Found or Seized Property Converted to City Use – Scott Finlayson, Public Safety Director
9. Approval of a Cooperative Agreement with UDOT for the SR-51 and 1600 South intersection improvements – Brad Stapley, Public Works Director

This meeting was noticed in compliance with Utah Code 52-4-202 on November 13, 2015. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendasminutes. Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website. s/s - Kim Rayburn, City Recorder

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

*The Consent Agenda consists of items 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 and will be added to the regular agenda for discussion, unless placed otherwise by the Council.

PUBLIC HEARING

10. Public Hearing to Consider an Ordinance adopting the Parks, Trails and Recreation Master Plan, the Impact Fee Facility Plan and Impact Fee Analysis; establishing an Impact Fee Calculation Methodology and enacting a Parks, Trails and Recreation Impact Fee – John Penrod, Assistant City Administrator/City Attorney and Alex Roylance, Building and Grounds Director

11. Public Hearing to Consider an Ordinance re-adopting the Electrical Power Master Plan, the Impact Fee Facility Plan and Impact Fee Analysis; establishing an Impact Fee Calculation Methodology and enacting an Electrical Power Impact Fee – John Penrod, Assistant City Administrator/City Attorney

REGULAR AGENDA

12. Canvass of the 2015 Municipal General Election and the Special Bond Election held on November 03, 2015 – Kim Rayburn, City Recorder
13. Consideration of Amendments to Title 11, Chapter 6, Article 3 of Springville City Code pertaining to Sign Regulations – Fred Aegerter, Community Development Director
14. Consideration of approving a water credit agreement with Property Reserve Inc. – John Penrod, Assistant City Administrator/City Attorney
15. Consideration of approving the Smith’s Development Agreement – John Penrod, Assistant City Administrator/City Attorney
16. Consideration of approving the Nebo School District and Springville City Master Facility Use Interlocal Cooperation Agreement – John Penrod, Assistant City Administrator/City Attorney
17. Consideration of an Ordinance adopting the Springville North Community Development Project Area Plan – John Penrod, Assistant City Administrator/City Attorney
18. Consideration of approving a Boundary Line Agreement between the City and Michael Dodson with respect to Clyde Park. – John Penrod, Assistant City Administrator/City Attorney

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION

19. *The Springville City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

ADJOURNMENT

This meeting was noticed in compliance with Utah Code 52-4-202 on November 13, 2015. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendasminutes. Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website. s/s - Kim Rayburn, City Recorder

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**MINUTES OF THE BUDGET RETREAT
OF THE CITY COUNCIL
OF THE CITY OF SPRINGVILLE, UTAH
FEBRUARY 05, 2015 – 8:00 A.M.**

6

The following are the minutes of the Budget Retreat of the Springville City Council. The meeting was held on **Thursday, February 05, 2015 at 08:00 A.M.** at the Utah Valley Convention Center, 220 West Center Street, Provo, Utah. Adequate notice of this meeting, as required by law, was posted in the Civic Center and on the City’s website, and delivered to members of the Council, media, and interested citizens.

12 Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present: Councilmember Rick Child, Councilmember Craig Conover, Councilmember Christopher Creer, Councilmember Dean Olsen, Councilmember Chris Sorensen, City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, and City Recorder Kim Rayburn.

18 Also present were: Public Safety Director Scott Finlayson, Buildings and Grounds Director Alex Roylance, Museum of Art Director Dr. Rita Wright, Public Works Director Brad Stapley, Library Director Pam Vaughn,-Community Development Director Fred Aegerter, Power Director Leon Fredrickson and Golf Pro Craig Norman.

22 **08:00 A.M. – LIGHT BREAKFAST**

24 **8:15 A.M. – WELCOME/THE BIG PICTURE, GENERAL FUND FOR FY2016**

26 Mayor Clyde welcomed everyone to the Utah Valley Convention Center and opened the meeting. Administrator Fitzgerald introduced the upcoming topics for discussion.

28 Administrator Fitzgerald asked the question, “Who Are We as Springville?” The community is seeing some changes, things we may not think about all the time and information that is readily available from the census and the American Community Survey. Our ancestors, in the community come from England, Germany, Scotland and Scandinavia according to the census, and about 5.9% are foreign born today. In Springville households approximately 12.9% speak another language other than English, approximately 10% speak Spanish and the demographic of the City is changing and diversifying. Administrator Fitzgerald commented the Museum of Art and Library are seeing large numbers of the Hispanic community participating in programs offered by the City. The City is seeing 6.5% of households living below the poverty line. More than 12.6% of citizens do not have health insurance even though the law mandates insurance. 42.2% of households in Springville earn less than \$50,000 per year. Administrator

38 Fitzgerald expressed as discussions are conducted today, keep in mind what our citizens can
afford based upon their income levels.

40 Administrator Fitzgerald went on to explain the median household income in surrounding
cities and the State. He noted most demographics on economic development are driven by the
42 median; there are some low income developments in Springville that drive down the median. He
went on to explain education in the community. About 36% in the community have a Bachelor's
44 Degree; the community is educated and utilizes services such as the library. On the other end
there are approximately 1100 citizens with no high school degree and 2600 residents have a
46 disability. The schools do a great job providing services for those with disabilities, the City could
evaluate the services provided to citizens.

48 Administrator Fitzgerald provided a handout to the Mayor and Council and reviewed the
fiscal stability of the City, as well as utility and enterprise services. He explained taxes are
50 trending up and sales tax is looking very good while property tax continues to increase. Other
revenues are flat; and the community continues to grow. Administrator Fitzgerald reviewed the
52 Fiscal Year 2015 budget. He noted the City has already encumbered bigger growth in the last 10
years and capital needs are growing. He expressed Springville is doing well, there are issues and
54 challenges to decide upon and focusing on the big picture is needed. He stated in the next few
weeks staff will be working on the upcoming budget.

56

8:47 A.M. – STORM WATER – Public Works Director, Brad Stapley

58 **SERVICE LEVELS AND HOW MUCH DOES IT COST**

Director Stapley reported somethings that have driven what Springville does is other
60 agencies with large projects coming through the City as well as State mandates. He went on to
give an overview of four different zones within the community for storm water; Spring Creek,
62 Hobble Creek, Dry Creek and land draining systems and explained the Storm Water System is
designed for a ten year storm.

64 Director Stapley explained in designing the Storm Water Master plan they are looking at
regional detention basins and all are not currently built. In the interim small detention basins are
66 allowed with the shift to go to bigger basins. He went on to review the five year Storm Water
Utility plan, revenues and expenses.

68 Administrator Fitzgerald added with anticipated development over time, space will be
needed to enlarge pipes and to accommodate, city water, storm water and irrigation water. He
70 explained Storm Water was deliberately underfunded by City predecessors, and was deliberately
underfunded by many cities in Utah County, now cities are trying to catch up. Director Stapley
72 explained the State is requiring EPA regulations and increasing pressure for communities to do
more regarding storm water. He noted it is getting more and more difficult, more inspections will

74 be required and more personnel will be needed to handle the required paperwork from the State,
possibly requiring a rate increase.

76 Councilmember Conover commented the City is working to have 40% in reserves, if
Storm Water has 40% in reserves how do you justify a rate increase. Director Stapley replied
78 larger projects will require more funding. As an example the UDOT project on the 400 south
overpasses a few years back required the City to use a large number of storm drain funds.

80 Administrator Fitzgerald asked the Council to hear all of the presentations during the
meeting today and then have further discussions.

82

9:08 A.M. – SOLID WASTE DISTRICT – Public Works Director, Brad Stapley

84 **AN OPPORTUNITY FOR SOME NEW REVENUE**

Director Stapley reviewed a presentation from a recent Solid Waste District Board
86 meeting. He stated they have discussed the need for a new transfer station because of non-
compliance. Currently they are separating waste because of EPA guidelines. The Technical
88 Committee and others are recommending they stay in Springville. The project cost is
approximately \$18 million at about a \$3.00 increase per can for each community. The
90 projections have been for a 70,000 square foot building within twenty five years and 90,000
square feet within forty years. Director Stapley explained this is without any green waste; the
92 green waste would be pushed back to the individual communities.

Mayor Clyde questioned if they would be able to even out the waste coming in and if not
94 they may continue to be underbuilt as it is now. He stated 90,000 feet will probably be more
realistic. Director Stapley replied, staff has reviewed the numbers and they agree it needs to be
96 more accurate. Mayor Clyde stated they are having problems with the current facility having
solid waste outside the facility.

98 Director Stapley asked the question, “Why is it Good to be in Springville” and reviewed
host community opportunities. He explained most communities have a host agreement while
100 Springville does not at this time. He reviewed the current costs per can and a possible resident
subsidy. Director Stapley pointed out the Northpoint Facility is charging less in tipping fees and
102 their fee includes transportation charges. Director Stapley provided an overview of opportunities
for the land around the solid waste site.

104 Mayor Clyde asked, how is compliance enforced and suggested if they are out of
compliance a penalty fee may be necessary. Administrator Fitzgerald explained currently there is
106 something in place however; it is not a stiff penalty.

Councilmember Sorensen stated he reviewed the fiscal report from solid waste noting it
108 was very informative and sees a real progression.

Councilmember Child noted Sandy City is working on recycling everything.

110 Administrator Fitzgerald explained the South Utah Valley Waste District (SUVSWD) is
112 working on a site plan for Springville, and asked the Council if they want to have a proposal
114 ready. Director Stapley stated the City should request a first right of refusal on the land.
Administrator Fitzgerald explained next week the SUVSWD will be meeting and staff could
bring to that meeting any Council concerns and a proposal to “stay”. He noted the City could ask
for a good faith agreement with a host fee to start July 01, 2015.

116

9:45 A.M. – AQUATIC CENTER DISCUSSION – Assistant City Administrator/City
118 Attorney, John Penrod

120 Councilmember Conover stated Spanish Fork is looking to pitch a \$40 million recreation
center and library to their citizens.

122 Attorney Penrod explained VCBO Architects met and discussed 11 locations with the
Aquatic Center Advisory Committee. Currently they are looking at two locations; the old
Westside Elementary or a location in the West Field’s. Attorney Penrod noted the Committee is
124 split on the two locations and stated they liked the West Field’s location because of the access to
Interstate-15. At the last Committee meeting Brent Tippets with VCBO Architects presented on
126 aquatic needs and discussed an indoor competition pool and outdoor leisure area. He noted the
outdoor option could be closed a portion of the year and would keep costs down. Administrator
128 Fitzgerald stated Springville and Spanish Fork City have comparable debt loads and property tax
rates.

130

10:30 A.M. – PROVO RECREATION CENTER TOUR

132 The meeting adjourned for a tour of the Provo Recreation Center and commenced at 11:32 a.m.

134 Attorney Penrod concluded his presentation with discussions regarding funding for future
phases or expansion. Councilmember Sorensen recommends a design for expansion and when
136 the public is ready and there is funding, do the next phase. Councilmember Creer supported
Provo’s idea for open workout areas, eliminate free weights, and use the space above the pool,
138 for a track.

140 **11:37 A.M. – WASTE WATER** – Public Works Director, Brad Stapley

142 Director Stapley reviewed treatment and collection processes at the Waste Water
Treatment Plant. He stated the treatment plant capacity is 7.7 MGD (million gallons a day) and
noted wastewater fees in Springville are in the middle of other surrounding cities with a third of
144 the budget going towards paying off debt (bond payment).

146 Director Stapley explained the State recently mandated that phosphorus levels meet
certain limits within 5 years and funds will be used from the budget for this. As well as capital
improvements and State driven costs will add to the deficit in the wastewater utility.

148 Mayor Clyde asked the status of the fund reserves for the wastewater utility.
Administrator Fitzgerald stated they are approximately 31%. Director Stapley expressed the
150 bond payment is so high now and would not like to bond again. Administrator Fitzgerald replied
alternative funding may be possible to avoid raising rates. Director Stapley noted nitrogen
152 regulations will be coming in the future.

154 Mayor Clyde asked if money is currently being put aside for reserves. Administrator
Fitzgerald replied, not at this point, they are lowering capital expenditures in hopes to cover the
fund. If growth comes back it will help this fund.

156

12:00 P.M. – GOLF – Golf Pro, Craig Norman

158 **THE START OF A NEW ERA**

160 Golf Pro Craig Norman gave a report on the state of the golf industry. He noted the
growth in the City and State is good. He expressed the need to be more visible, and explained
some are not aware of the course. He would like to see golf promotions and reported currently
162 they are working on the youth program by assembling golf club sets from donated clubs for the
youth.

164 Mr. Norman reviewed the 2014 promotions and stated there is a need to do more to
promote the course and get the name out. He explained currently they have a promotion “the golf
166 card”, in connection with two other courses, Talons Cove and East Bay, expressing there are no
upfront costs. He stated they have an ad running on Utah Golf website, signs are up at each
168 course and revenue will be split between the courses. He explained \$33.00 out of the \$99.00 will
go to the course, and they will start selling the first of March, the passes will be good for non-
170 peak times and are restricted to Monday – Thursday.

172 Mr. Norman stated the pressing needs are the snack bar; upgrades are needed by the Utah
County Health Department and the roof is a big issue. He noted things to consider; target
discounts at non peak times, cart path on #5 needs work, having sponsors for different holes.

174 Mayor Clyde voiced to be careful when scheduling tournaments on Saturday because of
regular patrons and the dining area needs to be fixed.

176 Director Riddle commented staff needs direction from the Council on scheduling
tournaments.

178 Councilmember Child asked how Mr. Norman feels about the building. Mr. Norman
replied the building is 45 years old. Councilmember Child expressed the building has not been
180 maintained by previous fore fathers and funds need to be put into the building.

182 Administrator Fitzgerald explained staff has priced out the kitchen for \$15,000-35,000; snack bar dollars are needed for tables and chairs, the dining room will increase the cost.

184 Councilmember Sorensen stated he understands citizens wanting Saturdays and expressed there is a limit, we want the course to bring in money, give some Saturdays for tournaments and charge more for that day.

186 Councilmember Child stated there is a need for a snack bar for tournaments, are we going to put money into it or let it die on the vine.

188 Administrator Fitzgerald replied they can experiment with different options. He will run numbers on repairs and the return, and what shift will be needed.

190 Mr. Norman stated golfers have requested the option of alcohol, and it is allowed on the lease. Councilmember Conover replied this option needs to be looked into. Administrator Fitzgerald replied the option has been there, the previous operators decided not to provide alcohol.

194

12:35 P.M. – LUNCH BREAK

196 The meeting recessed for lunch and reconvened at 1:03 p.m.

198 **1:03 P.M. – POWER** – Power Director, Leon Fredrickson

Attending: Matt Hancock, Power Generation Superintendent and Shaun Black, Whitehead Plant Operations Manager/Resource Specialist Coordinator

RATES, PROJECTS AND THE POWER SYSTEM

202 Director Fredrickson started his presentation with information that CO2 emissions are affecting costs. He reviewed system projects and reliability and noted they continue to improve underground lines at the industrial park. Some have been receiving shorts circuits and upgrades are on-going to increase reliability.

204
206 Director Fredrickson reported the White Head Power Plant (WHPP) air permit is compliant and they are improving the catalytic. Current rates have been in place since July 2004 and they have paid off the WHPP bonds.

208 Director Fredrickson commented on the 2015 residential rate comparison. He explained Lehi, Provo and Spanish Fork had long term contracts that are ongoing at this time and has kept their rates lower. He expressed Provo's small commercial rate remains low; Spanish Fork's rates are higher in order to recoup costs of the north park development.

214 Matt Hancock, Generation Superintendent reviewed wholesale cost of power, and the process over the years to hedge resources and purchase market products going forward on fuel. He stated currently it is fairly stable however, the budget is tight. Superintendent Hancock reviewed strategies and goals and current resources. He stated PacifiCorp will be charging for overages and the City will need to balance loads.

218 Councilmember Sorensen asked about the Geo Thermal Cove Fort Project and if
Springville participated. Director Fredrickson replied Springville did not participate, however
220 Provo did and lost funds.

222 **1:58 P.M. – HOW DO WE COMPARE? RECOMMENDATIONS FROM COUNCIL –**
Assistant City Administrator/Finance Director, Bruce Riddle

224 Director Riddle gave a review of the General Fund comparison; revenue sources,
expenditures, and service levels with a comparison of surrounding cities.

226 Councilmember Sorensen asked for any ideas of revenue sources. Director Riddle
suggested offering unique services that are profitable. While some services are used often, do we
228 want to offer them with a fee? Mayor Clyde asked if the Arts Park could be utilized to generate
funds.

230

2:33 P.M. – WATER – Public Works Director, Brad Stapley
232 **RATES AND WHAT A SECONDARY SYSTEM MEANS**

Director Stapley reviewed the Water Utilities; he explained the new Pressurized
234 Irrigation System should be online in the summer of 2016 and culinary revenues will go down.
Compared to other base rates in Utah County, Springville is lower. He explained the tiered water
236 rate, the more you use the more you are charged. Director Stapley noted with the tiered water
rate most Springville citizens never cross the second tier.

238 Administrator Fitzgerald commented by running two systems instead of one, the West
Fields area should see their culinary bill go down.

240

2:50 P.M. SERVICE LEVELS – City Administrator, Troy Fitzgerald
242 **HAVE WE INCREASED SERVICE LEVELS TOO MUCH?**

Administrator Fitzgerald explained they tried to balance the budget while allowing for
244 growth and provide services. He detailed some of those areas; the Fire Service has changed, but
not necessarily a new service. Parks remain the same, while adding the splash pad, more people
246 are attending and using services. The Library and Museum of Art are bringing in more people to
use services. He explained performance has been very effective, although there is pressure on the
248 General Fund. He stated if the City continues to provide services at the same level it is going to
require funding. He indicated it could mean raise taxes to generate funds or cut services, and
250 lower service level. Administrator Fitzgerald acknowledged Departments have increased the
level of service that has been asked of them and are rapidly reaching where we cannot sustain the
252 current level of service. He also noted Directors have done outstanding work. Administrator
Fitzgerald stated he was informing the Council of what Directors are looking at going forward
254 and requested feedback from the Council.

256 Mayor Clyde asked if Staff could make recommendations on the fee side. Administrator
Fitzgerald replied something will need to be done with service levels or revenue streams within
258 next five years. He asked should we encourage others to use some services we usually ask to
conserve, such as water and power.

260 Councilmember Creer stated, to look at the amount of reserves and what is needed and
asked do we use the maximum allowed or spend the funds elsewhere. Administrator Fitzgerald
replied they could be reviewed yearly and the reserves used towards a one-time expense.

262 Councilmember Sorensen commented he would like to see a recommendation on various
different fees. Administrator Fitzgerald replied he will have staff look at the fees and see what
264 can be done. Councilmember Sorensen stated we need to get to where we can make the decision
on the aquatics center; there are many open ended projects or items and are not sure of the
266 outcome.

Administrator Fitzgerald asked for feedback regarding Enterprise funds.

268 Councilmember Olsen stated he would like to commend Chief Finlayson, Lieutenant
Dave Caron and Corporal Greg Turnbow on their handling of recent case.

270 Mayor Clyde stated everyone is doing a super job, and the City is running very well. He
expressed there are many added services now, and the community is not always aware of what is
272 provided to them.

274 Administrator Fitzgerald noted he is awaiting the revenue projection and will have more
information in the next couple of months.

276 **ADJOURN**

The meeting adjourned at 3:32 p.m.

278



**AGENDA FOR THE WORK / STUDY MEETING
OF THE CITY COUNCIL
OF THE CITY OF SPRINGVILLE, UTAH
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET
FEBRUARY 17, 2015 – 5:15 P.M.**

6

The following are the minutes of the Work/Study Meeting of the Springville City Council. The meeting was held on **Tuesday, February 17, 2015 at 5:15 p.m.** in the Springville City Civic Center Council Chambers, 110 South Main Street, Springville, Utah. Adequate notice of this meeting, as required by law, was posted in the Civic Center and on the City's website, and delivered to members of the Council, media, and interested citizens.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present: Councilmember Richard Child, City Councilmember Craig Conover, Councilmember Dean Olsen and Councilmember Chris Sorensen, City Administrator Troy Fitzgerald, Assistant City Administrator/Finance Director Bruce Riddle, Assistant City Administrator/City Attorney John Penrod, and City Recorder Kim Rayburn.

Also present were: Public Works Director Brad Stapley, Power Department Director Leon Fredrickson, Public Safety Director Scott Finlayson, Building and Grounds Director Alex Roylance, Community Development Director Fred Aegerter, Golf Pro Craig Norman, City Engineer Jeff Anderson, Jake Davis, Recreation Supervisor and Administrative Services Manager Rod Oldroyd. Excused: Councilmember Chris Creer,

MAYOR AND COUNCIL DINNER – 4:45 P.M.

The Mayor and Council will meet in the Council Work Room for informal discussion and dinner. No action will be taken on any items.

CALL TO ORDER- 5:15 P.M.

Mayor Clyde welcomed the Council, staff, and audience as he called the meeting to order at 5:18 p.m.

COUNCIL BUSINESS

1) Calendar

- March 03 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- March 08 – Daylight Savings
- March 10 – Work/Study Meeting 5:15 p.m.
- March 17 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.

Mayor Clyde asked if there were any questions or additions to the calendar. There was none.

2) Discussion on this evening's Regular Meeting agenda items

- a) Invocation – Councilmember Creer
- b) Pledge of Allegiance – Councilmember Conover

- 42 c) Consent Agenda
44 1. Approval of all City purchase orders properly signed (Springville City Code §2-10-
46 110(5))
48 2. Approval of Minutes – January 06, 2015 Regular City Council meetings and June 03,
2014 Work Session meeting.
Mayor Clyde asked if there were any questions regarding the regular agenda. There was
none.

50 3) **DISCUSSIONS/PRESENTATIONS**

52 a) **Bartholomew Pond Update** – Alex Roylance, Building and Grounds Director
Director Roylance reviewed the construction progress of Wayne Bartholomew Park. He
54 reported the concession and restroom buildings are progressing. A berm is being constructed
with all of the material onsite and he explained Wildlife Resources has introduced fish into the
56 pond. The barn and outbuildings have been raised by parks crews and any salvaged material will
be used on the newly constructed buildings. He expressed they have salvaged enough roofing
58 materials to not only cover the restroom/concession buildings; they have enough roofing
materials to cover all of the pavilions except the large pavilion. By salvaging the roofing
60 materials and as much barn wood as possible they have saved funds on the project and
demolition costs.

Director Roylance discussed the demo and grading of the existing home on the property
62 with a current estimate of \$28,516. The cost includes an estimate of \$2,500 for asbestos
abatement and includes a worst case scenario to address two cesspools that are still an unknown.
64 The actual costs would go down if the cesspools are easily addressed and load counts are
lessened.

66 Director Roylance explained the cost estimate for the pavilions are \$85,000. The estimate
includes roofing costs, shelters, tables, garbage cans, and barbecues. They are waiting for
68 estimates without roofing. He explained they are planning to do a fund raiser for the pavilions
and are meeting with a firm for advice and costs on a fundraising package to distribute to
70 possible donors.

Councilmember Olsen asked about landscaping the berm. Director Roylance replied the
72 estimate on landscaping the berm is \$115,000 and includes sprinklers, sod, trees, and shrubs. The
backside of berm is steep and will be filled with trees and shrubs.

74 Administrator Fitzgerald raised the discussion regarding park rules and closing the park
at night. He stated there are ponds in other parks and there have been no rule changes, also other
76 parks are not closed. He asked the Council for their thoughts on enforcement. Mayor Clyde
asked what other communities are doing. Attorney Penrod replied Spanish Fork has a camp host
78 at their pond and Herriman City closes the gates to their pond, they are also in a residential
neighborhood more so than Springville.

80 Director Roylance stated there is no fencing around the park; plans could be made for
fencing in the future. He stated there is infrastructure for lighting in the parking lot and

82 installation has not been scheduled, he did say a light could be installed if needed. Currently the
84 park is open around 09:00 a.m.

84 Administrator Fitzgerald said they are looking at ways to buffer the neighborhoods to the
86 east and west of the pond. He will come back to the Council with more information.

86

b) **550 West Access to 400 South Options** – Jeff Anderson, City Engineer

88 City Engineer Anderson reported on potential options for connecting roadways in the
90 area of 550 West and 400 South. He reviewed design considerations with the Council and
92 provided three alternatives. Mayor Clyde and Councilmember Conover stated they did not like
94 Alternative #2. Mayor Clyde suggested waiting until the property is developed to address the
issue and get the business owners comments. Engineer Anderson stated he wanted the Council to
have an initial look at the area before it is developed. Councilmember Conover asked Engineer
Anderson to send him copies of the presentation with the three alternatives.

96 c) **Aquatic Activity Center Exploratory Committee Update** – John Penrod, Assistant
City Administrator/City Attorney

98 Attorney Penrod reviewed with the Council information from the Aquatic Activity Center
Exploratory Committee. He explained the Committee did a poll of where they rank the Aquatic
100 Center services that will best serve Springville City residents and provided the Council with a
copy of the rankings. The Architect spent time with the Committee and discussed the cost
102 estimator of different items in the facility. He mentioned not everyone on the Committee is sold
on the aquatics only facility, some dry recreation is requested. Attorney Penrod commented the
104 Committee is reviewing the information and the Architect plans to bring more information to the
Committee for review.

106 Mayor Clyde commented having an outside element for adults and kids, so parents can
watch their children indoors.

108 Attorney Penrod provided information on the sites the Committee will be considering. He
explained the Committee is planning to have recommendations for the Council sometime in
110 April. He also stated the public has been attending the meetings and giving input. Mayor Clyde
expressed the Committee should be running the meetings and giving recommendations with a
112 certain amount of time for public comment.

114 Councilmember Conover suggested considering the cost for a deep water multipurpose
pool. Attorney Penrod replied operation cost will be forthcoming from the Architect.

116 Councilmember Child asked how much the City is losing on the current the pool.
Administrator Fitzgerald stated \$250,000 is on the books and does not include electricity or
management. He noted the new facility will be bigger and require more personnel.
118 Councilmember Child asked to see more details of the cost of the bond and how much a citizen
will pay monthly. Administrator Fitzgerald replied more information with details will be given
120 to the Council. Attorney Penrod stated he would send the Council the spreadsheet of information
the Committee reviewed with different costs and expenses.

122 Mayor Clyde recognized the consultant on the project, and state they are going above and
beyond what was contracted and are working very hard.

124

d) **Training** – John Penrod, Assistant City Administrator/City Attorney

126 Attorney Penrod reviewed with the Council information on a Redevelopment Agency
(RDA) within the community and an owner’s participation plans. He stated a business owner is
128 asking for consideration.

130 Attorney Penrod explained the original plan was in 2000 and included putting in streets,
widening the Packard area drainage and to take care of the blight. He stated these have been
done.

132 Administrator Fitzgerald and Attorney Penrod have met with the current owner, and the
owner was going to come to the City with a plan by the end of 2014; at this time the City has not
134 received a plan.

136 The possibility of a housing project as part of the RDA was discussed as well as
requirements for a CDA.

138 **4) MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

There were none.

140

5) CLOSED SESSION

142 *The Springville City Council may temporarily recess the regular meeting and convene in*
a closed session to discuss pending or reasonably imminent litigation, and the purchase,
144 *exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

146 COUNCILMEMBER SORENSEN MOVED TO TEMPORARILY RECESS THE
WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AND CONVENE IN A
148 CLOSED SESSION AT 6:43 P.M. TO APPROVE PREVIOUS CLOSED SESSION MINUTES.

COUNCILMEMBER CHILD SECONDED THE MOTION. THE VOTE IS RECORDED
150 AS FOLLOWS:

152	COUNCILMEMBER CHILD	AYE
	COUNCILMEMBER CONOVER	AYE
	COUNCILMEMBER CREER	EXCUSED
154	COUNCILMEMBER OLSEN	AYE
	COUNCILMEMBER SORENSEN	AYE

156 THE MOTION PASSED UNANIMOUSLY.

158 **ADJOURNMENT**

160 THE WORK/STUDY MEETING RECONVENED AND COUNCILMEMBER CHILD
MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY
COUNCIL AT 6:55 P.M. COUNCILMEMBER SORENSEN SECONDED THE MOTION,
162 ALL VOTED AYE.



**AGENDA FOR THE WORK / STUDY MEETING
OF THE CITY COUNCIL
OF THE CITY OF SPRINGVILLE, UTAH
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET
MARCH 03, 2015 – 5:15 P.M.**

6

The following are the minutes of the Work/Study Meeting of the Springville City Council. The meeting was held on **Tuesday, March 03, 2015 at 5:15 p.m.** in the Springville City Civic Center Council Chambers, 110 South Main Street, Springville, Utah. Adequate notice of this meeting, as required by law, was posted in the Civic Center and on the City's website, and delivered to members of the Council, media, and interested citizens.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present: Councilmember Richard Child, City Councilmember Craig Conover, Councilmember Chris Creer, Councilmember Dean Olsen and Councilmember Chris Sorensen, City Administrator Troy Fitzgerald, Assistant City Administrator/Finance Director Bruce Riddle, Assistant City Administrator/City Attorney John Penrod, and City Recorder Kim Rayburn.

Also present were: Public Works Director Brad Stapley, Power Department Director Leon Fredrickson, Public Safety Director Scott Finlayson, Building and Grounds Director Alex Roylance, Museum of Art Director Dr. Rita Wright, Community Development Director Fred Aegerter, Golf Pro Craig Norman, Shawn Barker Water Department, Jake Davis Recreation Supervisor and Administrative Services Manager Rod Oldroyd.

MAYOR AND COUNCIL DINNER – 4:45 P.M.

The Mayor and Council will meet in the Council Work Room for informal discussion and dinner. No action will be taken on any items.

CALL TO ORDER- 5:15 P.M.

Mayor Clyde welcomed the Council, staff, and audience as he called the meeting to order at 5:17 p.m.

COUNCIL BUSINESS

1) Calendar

- March 08 – Daylight Savings
- March 10 – Work/Study Meeting 5:15 p.m.
- March 17 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- April 05 – Easter Sunday
- April 07 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.

Mayor Clyde asked if there were any questions or additions to the calendar. There was none.

- 42 2) Discussion on this evening's Regular Meeting agenda items
a) Invocation – Councilmember Conover
44 b) Pledge of Allegiance – Councilmember Sorensen
c) Consent Agenda
46 2. Approval of City purchase orders required to be signed per Springville City Code
§2-10-110(5)
48 3. Approval of Minutes – June 10, 2014 and June 17, 2014 Work/Study meeting;
January 20, 2015 Regular Council meeting.

50
52 Mayor Clyde asked if there were any questions regarding the regular agenda. There was
none.

54 3) **DISCUSSIONS/PRESENTATIONS**

56 a) **Discussion of Cemetery Policies** – Alex Roylance, Building and Grounds Director
Director Roylance reported the landscape rock along the fence on Evergreen Drive has
58 been completed for the Evergreen Cemetery. He explained shrubs and other plantings in Section
G of the cemetery is of concern and noted the plots were sold as flat headstone sights, not
60 allowing for shrubs and trees. Director Roylance stated the grounds policy has not always been
adhered to and staff would like to start removing shrubs and trees in this area.

62 Councilmember Conover asked if there is something a purchaser of a plot signs saying
they will not plant trees or shrubs and Councilmember Creer asked what has been done with
enforcement. Director Roylance stated since he has taken over the area it has not been allowed.
64 Councilmember Creer expressed concern that permission was given previously to plant and now
they will be taken out. Director Roylance commented there is not much space between plots, and
66 plantings are covering headstones of others. The upright side of the cemetery has more room to
accommodate some plantings, but they have had problems with covering other markers as well.

68 Director Roylance explained shrubs have been removed and they have had complaints
over the last five years, as well as various complaints regarding types of plantings. He is looking
70 for a way to address the problem and man hours needed to maintain the grounds.

72 Director Roylance commented they plan to post signs for a length of time and to get
feedback. They will start cleaning out areas in Section G in July and other areas at a later time.

74 Councilmember Sorensen stated he is not sure it's worth the grief; some are considered a
memorial to them. Councilmember Child expressed they did purchase the plots at a decreased
76 rate, while others do the same thing with a more expensive plot. Director Roylance replied there
have been no problem with upright markers in wrong areas, it is the plantings.

78 Councilmember Olsen commented there is a need to be a good neighbor, and to not
invade others property or plot area.

80 Mayor Clyde remarked somewhere along the line the rules were lax and out of
compliance. He pointed out there needs to be a compromise and going forward stick with the
rules. Those areas that are not being taken care of or neglected take them out.

82 Councilmember Creer stated he liked the idea of compromise and noted some may have
83 been given permission from previous Sextons.

84 Administrator Fitzgerald suggested posting signage where things are not being properly
85 maintained and take care of it over time.

86 Councilmember Conover recommended finding the biggest problem first and then
87 notifying the owner. Councilmember Creer also advised documenting and taking pictures of
88 what is taken out and be very careful with what is removed. Also have a sign at the cemetery
89 with City contact information.

90

91 b) **Wayne Bartholomew Pond Budget** – Alex Roylance, Building and Grounds
92 Director

93 Director Roylance reviewed recommendations from the Parks and Recreation Board
94 regarding park policies. He commented staff agrees with the recommendations.

95 Councilmember Sorensen stated he was concerned about afterhours use and problems.
96 Director Roylance replied there are curfew laws and nuisance laws. Attorney Penrod commented
97 a soft closure could be done with the gate open and Police Officers would also have access.
98 Administrator Fitzgerald stated there needs to be a written policy and possibly an ordinance; he
99 requested it be brought back to Council with language that would be for a soft closing.

100 Director Roylance asked about the water and what will be allowed. Attorney Penrod
101 replied language needs to reflect water is not treated and there is no lifeguard on duty. The
102 County will test the water once a month and it will be shut down if needed. Director Roylance
103 explained the smaller pond will be fenced off until more work can be done.

104 Director Roylance reviewed parking and possibilities for renting pavilions. Proposed
105 times and rates were discussed.

106

107 c) **Aquatic Activity Center Exploratory Committee Update** – John Penrod, Assistant
108 City Administrator/City Attorney

109 Attorney Penrod remarked at the last meeting three options were received from the
110 architect. The options were reviewed along with operational costs and expected revenue. He
111 noted the Committee has recommended the West Fields area next to the new elementary school.

112 Councilmember Olsen asked how close to the elementary school. Attorney Penrod replied it
113 would be west of the school with an option to use the school parking.

114 Attorney Penrod stated he would bring back solid recommendations to the Council in
115 April.

116

117 d) **Secondary Water Utility** – Brad Stapley, Public Works Director

118 Administrator Fitzgerald gave an introduction to the secondary water item and stated they
119 are not final suggestions, this would be an initial discussion and asked for feedback from the
120 Council.

121 Director Stapley reviewed with the Council the new pressurized irrigation system that is
122 scheduled to be online the summer of 2016 with over 1000 initial users. He stated they are

124 looking closely at the budget and what other communities are billing for the same type of
126 system. One of the major issues being considered is the cost of meters and mandating connection
128 to the system. He said decisions on what Springville will require as well as code language will
130 need to be discussed. Director Stapley noted other cities have gone without meters and regret not
132 having them. He explained most cities require connection and make it part of the utility.

128 Mayor Clyde asked about having it built into the budget previously. Director Stapley
130 replied this was done five years ago, since then construction costs have gone up and Central Utah
132 Water Conservancy District (CUWCD) delayed the funding.

132 Director Stapley stated we do not have good numbers at this time and the meters will not
134 be read automatically. Councilmember Conover stated they need to know the numbers and what
136 citizens are going to be charged. Administrator Fitzgerald commented we need feedback to bring
138 back more information to the Council. Mayor Clyde stated to include it in the utility and require
140 all to be connected.

136 Director Stapley advised they are doing an analysis and checking both winter months and
138 summer months for usage, inside the home and outside the home.

138 e) **Training** – John Penrod, Assistant City Administrator/City Attorney
140 There was no training.

140

142 4) **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

142

144 5) **CLOSED SESSION**

144 *The Springville City Council may temporarily recess the regular meeting and convene in*
146 *a closed session to discuss pending or reasonably imminent litigation, and the purchase,*
148 *exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

148 There was no closed session.

148

150 **ADJOURNMENT**

150

152 COUNCILMEMBER CHILD MOVED TO ADJOURN THE WORK/STUDY
154 MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:43 P.M. COUNCILMEMBER
156 CONOVER SECONDED THE MOTION, ALL VOTED AYE.

154



**MINUTES FOR THE REGULAR AND WORK/STUDY MEETING
OF THE CITY COUNCIL
OF THE CITY OF SPRINGVILLE, UTAH
MULTIPURPOSE ROOM, 110 SOUTH MAIN STREET
MARCH 10, 2015 – 5:15 PM**

6

8 The following are the minutes of the Regular and Work/Study Meeting of the Springville
City Council. The meeting was held on **Tuesday, March 10, 2015 at 5:15 p.m.** in the
Springville City Civic Center Multipurpose Room, 110 South Main Street, Springville, Utah.
10 Adequate notice of this meeting, as required by law, was posted in the Civic Center and on the
City's website, and delivered to members of the Council, media, and interested citizens.

12 Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were
present: Councilmember Richard Child, Councilmember Craig Conover, Councilmember Chris
14 Creer, Councilmember Dean Olsen, Councilmember Chris Sorensen, City Administrator Troy
Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City
16 Administrator/Finance Director Bruce Riddle and City Recorder Kim Rayburn.

Also present were: Administrative Services Manager Rod Oldroyd, Art Museum Director
18 Dr. Rita Wright, Building and Grounds Director Alex Roylance, Golf Pro Craig Norman, Library
Director Pamela Vaughn, Public Safety Director Scott Finlayson, Public Works Director Brad
20 Stapley, Power Director Leon Fredrickson, Recreation Supervisor Jake Davis and Community
Development Director Fred Aegerter.

22
CALL TO ORDER

24 Mayor Wilford W. Clyde called the work meeting to order at 5:15 p.m.

26
COUNCIL BUSINESS

1. **Calendar**

- 28
- March 17 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
 - April 05 – Easter Sunday

30

 - April 07 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
 - April 14 – Work/Study Meeting 5:15 p.m.

32

 - April 15 – Tax Day
 - April 21 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.

34

Mayor Clyde asked if there were any questions or additions to the calendar. There was
36 none.

2. **DISCUSSIONS/PRESENTATIONS**

- 38 a) **Wayne Bartholomew Park Fund Raising Discussion** – Alex Roylance, Building
and Grounds Director

40 Director Roylance presented information on raising funds for the Wayne Bartholomew
Park pavilions and introduced Rushford Lee with RED Design. He explained they have

42 contacted Rushford Lee with RED Design to help with putting together a brochure package to be
44 given to possible donors. Some of the offerings would be priority reservations for pavilions for a
finite time and naming of a pavilion.

Director Roylance explained Rushford Lee will review the packet to be given to possible
46 donors and will tailor it to each donor. Director Roylance asked the Council for any suggested
donors or names of those that may be interested.

48 Mr. Lee described the design to be a friendly picture booklet, on heavy paper and
professionally designed. He stated it could have a story of the customer or donor and a letter
50 from the Mayor addressed to the company. The story of Bartholomew Park would be written by
a Bartholomew family member. The booklet could open up into a larger picture of the park and
52 the possible amenities with a separate page showing different options of pavilions and
playground areas to sponsor.

54 Museum Director Wright noted to include the life of equipment, because it may need to
be replaced at some point and then need a new donor. Councilmember Sorensen asked about
56 the cost of concrete for the total project. Mayor Clyde commented a consistent look will be
needed. Councilmember Child stated he would like to see a rendering of the restroom facilities.
58 Councilmember Sorensen expressed it doesn't need to be expensive to meet the needs.

Mayor Clyde asked where the numbers for donations came from and asked they be
60 checked with other areas to see what donations they are receiving for a similar project. Director
Roylance replied most of the cost is for materials.

62 Director Roylance expressed he would discuss these suggestions with the current design
consultant for playgrounds and pavilions. Mayor Clyde asked about using materials that look
64 like wood. Director Roylance replied there are companies that do this and they are very
expensive.

66
At this point in the meeting Mayor Clyde recognized an individual scout from Troop 109
68 in attendance. The young man stated he recently moved to Springville and is working on his
Citizenship in the Community merit badge.

70
b) Springville City Crime Statistics and Trends – Scott Finlayson, Public Safety
72 Director

74 Mayor Clyde noted Chief Finlayson was ill and was unable to do his presentation. Mayor
Clyde asked Public Works Director Stapley to give a presentation

76 Administrator Fitzgerald gave a brief review of items going on with the legislature. He
noted HB-362, Transportation Infrastructure Funding was passed by the house last night.

78
Director Stapley reviewed the City Roadway Improvement Projects and estimated
80 funding needed. He explained the prioritization of the projects; Item #1 the 950 West railroad
crossing with an estimated cost of \$550,000. He noted it is an expensive project and will help

82 north and south traffic near the new elementary school. Item #2 the 1600 South railroad crossing
estimated at \$100,000 and is not anticipated to receive funding from UPRR. Item #3 the 700
84 North 250 East estimated at \$150,000 and is a connector road that will connect 400 East to Main
Street. Item #4 is the 2900 East Realignment estimated at \$354,000 and is a spring collection
86 area and that goes under the road. This area would likely have a parking lot. Mapleton City has
plans to do a bike trail in the new alignment and will not be taken out. The realignment will
88 require the spring collection move to the west. Item #5 is the Red Devil Dr. Roundabout
estimated at \$350,000. The vacant house in this area would need to be removed and Item #6 the
90 900 South 800 East roundabout, estimated at \$580,000 and traffic moving towards the high
school has been reviewed.

92 Director Stapley explained there is not enough funding for all of these projects and asked
the Council for feedback on the direction they would like to go. Councilmember Conover
94 commented that Spanish Fork recently installed a railroad crossing with a stop sign and they did
not pay as much. He asked for staff to check on the information. Councilmember Conover stated
96 the 900 South 800 East roundabout needs to be a priority. Mayor Clyde stated he did not
understand Item #4 the 2900 East realignment. Director Stapley replied the spring collection is
98 going under the area that has been proposed for a parking lot. He stated it did not make much
sense to realign the road for only six houses and is in discussions to keep the road.

100 Councilmembers stated they would like to see Item #5, because this area is very busy at
the top of the hill and Item #6 as more important than Item #4.

102 Councilmember Sorensen stated at a previous council meeting, years ago they were told
800 East or 900 South would need to be closed; they voted to close the 800 east street. Director
104 Stapley commented regarding Item #5, the city would need to work with home owners in the
area and explore a roundabout or a four way stop.

106 On another topic Director Stapley explained the Water Board suggested doing the same
as what was done on the Weber River for Hobble Creek. He asked the Council if they would
108 approve the Water Board discussing this subject. Mayor Clyde responded it is the responsibility
of the Water Board to give input on the City's water utility. It is not intended to oversee the
110 flows of Hobble Creek. Councilmember Child stated he received information from the Water
Board regarding questions of responsibility and the needs for Hobble Creek. It was noted the
112 Mayor could assign responsibility. Mayor Clyde stated he would think about having a sub-
committee with the Parks Board to enhance Hobble Creek. Councilmember Creer responded the
114 City has a number of committees; there is not a need for more.

Councilmember Conover reported he received telephone calls that the road is closed at
116 950 West and 1600 South. Director Stapley replied 1600 South was detoured and is open now
and 950 West is closed because of storm water, sewer and curb and gutter installation.
118 Councilmember Conover requested information be sent out to citizens beforehand notifying
them of the closure. Director Stapley replied the date was set for a week and they encountered
120 problems underground and were not able to put out notices on Monday. Mayor Clyde asked that
the impact of citizens and businesses be considered before closing roads.

122 Administrator Fitzgerald informed the Council he just received an email stating the Utah
123 League of Cities and Towns just met on HB-362 and Senators need to hear from elected officials
124 who support the bill. Administrator Fitzgerald said he would forward the information to the
125 Mayor and City Council.

126

c) **Training – John Penrod, Assistant City Administrator/City Attorney**

127 There was no training.

128

129 3. **MAYOR, COUNCIL, ADMINISTRATIVE REPORTS**

d) **Discussion with Department Directors**

130 Mayor Clyde asked for updates from the Directors concerning their Departments.

131 Museum of Art Director, Dr. Wright reported the high school show made front page of
132 the Daily Herald Extra and requested the City website be linked to the article.

133 Golf Pro Craig Norman stated the All American Grill will be leasing the snack bar and
134 their menu has a nice setup.

135 Library Director Vaughn reported they have been able to double attendance at the
136 English ESL classes.

137 Power Director Fredrickson said the new section of 46KV line has been energized and
138 the South section is almost done, once completed it will provide a continuous loop.

139 Finance Director Riddle stated he is currently working on the budget.

140 Administrator Fitzgerald reported the Recreation Department will have a new Director.
141 Corey Merideth is scheduled to start March 22, 2015.

142 Mayor Clyde stated the Daily Herald ran an article on the proposed Aquatic Center and
143 feedback has been positive.

144

e) **Commission, Board, and Committee Minutes**

145 i. Aquatic Activity Center Exploratory Committee minutes from February 24, 2015

146 ii. Communities that Care minutes for January 27, 2015

147 iii. Economic Development Advisory Commission minutes for January 13, 2015

148 iv. Emergency Preparedness minutes for January 15, 2015

149 v. Power Advisory Board minutes for December 10, 2014

150 vi. Spanish Fork/Springville Airport Board minutes for February 05, 2015

151 vii. Water Board minutes for February 10, 2015

152

f) **Mayor and Council Reports**

153 No comments.

154

155

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

164 *The Springville City Council may temporarily recess this meeting and convene in a*
closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange,
166 *or lease of real property, as provided by Utah State Code Annotated §52-4-205*

166 There was no closed session.

168 **ADJOURNMENT**

COUNCILMEMBER CONOVER MOVED TO ADJOURN THE CITY COUNCIL
170 WORK/STUDY MEETING AT 6:43 P.M. COUNCILMEMBER SORENSEN SECONDED
THE MOTION, AND ALL PRESENT VOTED AYE. THE MOTION PASSED
172 UNANIMOUSLY



STAFF REPORT

DATE: November 17, 2015
TO: Honorable Mayor and City Council
FROM: Kim Rayburn, City Recorder
SUBJECT: 2016 ANNUAL MEETING SCHEDULE

RECOMMENDED MOTION

Motion to APPROVE RESOLUTION NO _____ ADOPTING THE 2016 ANNUAL MEETING SCHEDULE FOR SPRINGVILLE CITY'S COUNCIL, AGENCIES, AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES AS ATTACHED IN EXHIBIT A

BACKGROUND

U.C.A. §52-4-202 requires all public entities to adopt and publish an Annual Meeting Schedule if they hold regular meetings scheduled in advance over the course of a year. U.C.A. §10-3-502 requires cities to hold regular monthly meetings based on their population. Springville City is a third class city (30,000 to 65,000 population) required to hold at least one meeting per month.

Springville City Code §2-4-102 requires regular meetings to be held on the first and third Tuesdays of each month, unless there is a holiday or election day. The Mayor may hold the meeting as scheduled, or cancel or reschedule the meeting so that at least one meeting is held per month. Regular Work/Study meetings are also scheduled accordingly.

DISCUSSION

Please see the attached Exhibit A. All meetings will be held on their regular schedule, including Work/Study meetings. Special or Emergency Meetings may be held at the call of the Mayor or with the consent of two Council Members upon three hours notice.

The Redevelopment Agency and Municipal Building Authority will hold regularly scheduled meetings to present and adopt their budgets in May and June. Other meetings may be held as necessary at the call of the Chairman and will be posted as required with 24 hours minimum notice.

CITY COUNCIL AGENDA

November 17, 2015

sr_2016meetingschedule_20151117.doc

Each of the other boards, commissions and committees have adopted their meetings as noted. They have anticipated holidays that fall on their regular meeting days and either cancelled or rescheduled their meetings accordingly.

Arts Commission meetings are scheduled for the second Tuesday at 7:00 p.m.
Board of Adjustment meetings are scheduled for the third Wednesday at 7:00 p.m.
Communities That Care meetings are scheduled for the fourth Tuesday at 12:00 p.m.
Development Review Committee meetings are scheduled for the first & third Thursdays at 9:00 a.m.
Economic Advisory Board meetings are scheduled quarterly on the second Tuesday at 7:00 p.m.
Emergency Preparedness Committee meetings are scheduled for the third Thursday at 5:30 p.m.
Golf Committee meetings are scheduled for the third Thursday at 7:00 p.m.
Landmarks Preservation Commission meetings are scheduled for the first Thursday at 4:30 p.m.
Library Board of Trustees meetings are scheduled for the second Thursday at 7:00 p.m.
Parks and Recreation Committee meetings are scheduled for the fourth Thursday at 6:30 p.m.
Planning Commission meetings are scheduled for the second and fourth Tuesdays at 7:00 p.m.
Power Board meetings are scheduled for the second Wednesday at 6:30 a.m.
Spanish Fork/Springville Airport Board meetings are scheduled for the first Thursday at 4:00 p.m.
Water Board meetings are scheduled for the second Tuesday at 6:30 a.m.

ALTERNATIVES

The Council may schedule, reschedule, or cancel meetings they wish as long as one meeting per month is held.

FISCAL IMPACT

None.

Kim Rayburn
City Recorder

Attachments – Resolution and Annual Meeting Schedule

cc:

2016 HOLIDAYS

City Observed Holidays

January.....	5 – 12 – 19
Friday, 1 st New Year's Day	
Monday, 18 th Martin Luther King Day	
February.....	2 – 9 – 16
Monday, 15 th President's Day	
March.....	1 – 8 – 15
April.....	5 – 12 – 19
May.....	3 – 10 – 17
Monday, 30 th Memorial Day	
June.....	7 – 14 – 21
July.....	5 – 12 – 19
Monday, 4 th Independence day	
Monday, 25 th Pioneer Day	
August.....	2 – 9 – 16
September.....	6 – 13 – 20
Monday, 5 th Labor Day	
October.....	4 – 11 – 18
November.....	1 – 8 – 15
Tuesday, 8 th Election Day	
Friday, 11 th Veterans Day	
Thursday-Friday, 24-25 th Thanksgiving	
December.....	6 – 13 – 20
Sunday, 25 th Christmas Day (Monday Observed)	

SPRINGVILLE CITY ANNUAL MEETING SCHEDULE FOR 2016

ANNUAL MEETING SCHEDULE FOR THE CITY COUNCIL

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule of the City Council of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	5 – 12 – 19
February.....	2 – 9 – 16
March.....	1 – 8 – 15
April.....	5 – 12 – 19
May.....	3 – 10 – 17
June.....	7 – 14 – 21
July.....	5 – 12 – 19
August.....	2 – 9 – 16
September.....	6 – 13 – 20
October.....	4 – 11 – 18
November.....	1 – 8 – 15
December.....	6 – 13 – 20

Regular meetings of the City Council are held in the Council Chambers of the Civic Center Building, 110 South Main Street, Springville, Utah commencing at 7:00 p.m. on the first and third Tuesday of each month. Work Meetings begin at 5:15 p.m. in the Council Chambers and are held on the first and third Tuesday of each month. The second Tuesday is scheduled as the Directors' Meeting and begins at 5:15 p.m. in the Multipurpose Room. Call the City Offices at 801-489-2700 or check www.springville.org for more information.

ANNUAL MEETING SCHEDULE FOR THE MUNICIPAL BUILDING AUTHORITY

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Municipal Building Authority of Springville, Utah is as follows:

REGULAR MEETING	DATE
May	3
June.....	7

Regular meetings begin at 6:40 p.m. and convene in the Civic Center Council Chambers, 110 South Main Street. Other meetings may be held as necessary at the call of the chairman and will be posted as required with a minimum of 24-hours' notice. Call the City Offices at 801-489-2700 or check www.springville.org for more information.

ANNUAL MEETING SCHEDULE FOR THE REDEVELOPMENT AGENCY

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Redevelopment Agency of Springville, Utah is as follows:

REGULAR MEETING	DATE
May.....	3
June.....	7

Regular meetings begin at 6:50 p.m. and convene in the Civic Center Council Chambers, 110 South Main Street. Other meetings may be held as necessary at the call of the chairman and will be posted as required with a minimum of 24-hours' notice. Call the City Offices at 801-489-2700 or check www.springville.org for more information.

ANNUAL MEETING SCHEDULE FOR THE PLANNING COMMISSION

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule of the Planning Commission is as follows:

REGULAR MEETING	DATE
January.....	12 – 26
February.....	9 – 23
March.....	8 – 22
April.....	12 – 26
May.....	10 – 24
June.....	14 – 28
July.....	12 – 26
August.....	9 – 23
September.....	13 – 27
October.....	11 – 25
November.....	8 – 22
December.....	13 – 27

Meetings may be cancelled due to holidays or lack of agenda items. Regular meetings begin at 7:00 p.m. and convene in the Civic Center Council Chambers, 110 South Main Street, as posted. Study session before the first meeting of the month begins at 6:30 p.m. in the Council Chambers. The second meeting each month is a study session and begins at 6:00 p.m. in the Civic Center Council Chambers. Call Community Development at 801-491-7861 or check www.springville.org for more information.

ANNUAL MEETING SCHEDULE FOR THE BOARD OF ADJUSTMENT

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule of the Board of Adjustment is as follows:

REGULAR MEETING	DATE
January.....	20
February.....	17
March.....	16
April.....	20
May.....	18
June.....	15
July.....	20
August.....	17
September.....	21
October.....	19
November.....	16
December.....	21

Meetings will be held on the above dates only if there are agenda items. Call Community Development at 801-491-7861 or check www.springville.org to verify a scheduled meeting. All meetings will begin at 7:00 p.m. in the Civic Center Council Chambers, 110 South Main Street, as posted.

ANNUAL MEETING SCHEDULE FOR THE DEVELOPMENT REVIEW COMMITTEE

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Development Review Committee of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	21
February.....	4 – 18
March.....	3 – 17 - 31
April.....	21
May.....	5 – 19
June.....	2 – 23
July.....	7 – 21
August.....	4 – 18
September.....	1 – 22
October.....	6 – 20
November.....	17
December.....	1 – 22

Regular meetings begin at 9:00 a.m. on Thursday of the week following the Planning Commission meeting unless otherwise scheduled, and convene in the Civic Center Conference Room #217, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Community Development at 801-491-7861 or check www.springville.org for more information.

ANNUAL MEETING SCHEDULE OF THE LANDMARKS PRESERVATION COMMISSION

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Landmarks Preservation Commission of Springville, Utah is as follows:

REGULAR MEETING	DATE
February.....	4
March.....	3
April.....	7
May.....	5
June.....	2
July.....	7
August.....	4
September.....	1
October.....	6
November.....	3
December.....	1

Meetings will be held on the above date only if there are agenda items. Call Community Development at 801-491-7861 or check www.springville.org to verify a scheduled meeting. All meetings will begin at 4:30 p.m. in the Civic Center Room #217, 110 South Main Street, as posted.

ANNUAL MEETING SCHEDULE OF THE ARTS COMMISSION

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Arts Commission of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	12
February.....	9
March.....	8
April.....	12
May.....	10
June.....	14
July.....	12
September.....	13
October.....	11
November.....	8

Regular meetings begin at 7:00 p.m. on the second Tuesday of the month and convene in the Community Services Building, 443 South 200 East. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Community Services Office at 801-489-2730 or check www.springville.org for more information.

ANNUAL MEETING SCHEDULE OF THE SPANISH FORK/SPRINGVILLE AIRPORT BOARD
PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Spanish Fork/Springville Airport Board of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	7
February.....	4
March.....	3
April.....	7
May.....	5
June.....	2
July.....	7
August.....	4
September.....	1
October.....	6
November.....	3
December.....	1

Regular meetings begin at 4:00 p.m. on the first Thursday of the month and convene in the Civic Center City Council Work Room, 110 South Main Street. Meetings may be cancelled for holidays or a lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the City at 801-489-2700 or check www.springville.org for more information.

ANNUAL MEETING SCHEDULE OF THE LIBRARY BOARD OF TRUSTEES
PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Library Board of Trustees of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	14
February.....	11
March.....	10
April.....	14
May.....	12
June.....	2
July.....	14
August.....	11
September.....	8
October.....	6
November.....	10
December.....	8

Regular meetings begin at 7:00 p.m. on the second Thursday of the month and convene in the Springville Library Meeting Room, 45 South Main Street. In June and October the Board will meet the first Thursday of the month at 7:00 p.m. Meetings may be cancelled due to holidays, or lack of a quorum or agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Library at 801-489-2720 or check www.springville.org for more information.

ANNUAL MEETING SCHEDULE OF THE PARKS AND RECREATION BOARD
PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Parks and Recreation Board of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	28
February.....	25
March.....	24
April.....	28
May.....	26
June.....	23
July.....	28
August.....	25
September.....	22
November.....	3

Regular meetings begin at 6:30 p.m. on the fourth Thursday of the month unless otherwise noticed and convene in the Springville Community Services Building at 443 South 200 East, Springville, Utah. The July meeting is held at Jolley's Ranch (3 miles from the mouth of Hobble Creek Canyon). Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Teresa Tipton, Parks & Cemeteries Secretary at 801-489-2770 or check www.springville.org for more information.

ANNUAL MEETING SCHEDULE OF THE POWER ADVISORY BOARD
PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Power Advisory Board of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	13
February.....	10
March.....	9
April.....	13
May.....	11
June.....	8
July.....	13
August.....	10
September.....	13
October.....	12
December.....	14

Regular meetings begin at 6:30 a.m. on the second Wednesday of the month and convene at the Springville Electric Operations Center at 777 North 400 West, Springville, Utah. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Kami Craudell, Planner/Inventory Secretary at 801-489-2772 or check www.springville.org for more information.

**ANNUAL MEETING SCHEDULE OF THE
WATER ADVISORY BOARD**

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Water Advisory Board of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	12
February.....	9
March.....	8
April.....	12
May.....	10
June.....	14
August.....	9
September.....	13
October.....	11
November.....	8
December.....	13

Regular meetings begin at 6:30 a.m. on the second Tuesday of each month and convene in Civic Center Conference Room #217, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Marcie Clark, Public Works Secretary at 801-491-2780 or check www.springville.org for more information.

**ANNUAL MEETING SCHEDULE OF THE
COMMUNITIES THAT CARE**

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Communities That Care (CTC) program of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	26
February.....	23
March.....	22
April.....	26
May.....	24
June.....	28
July.....	26
August.....	23
September.....	27
October.....	25
November.....	22
December.....	27

Regular meetings begin at Noon on the fourth Tuesday monthly and convene in the Civic Center Multi-Purpose Room, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Shannon Acor, CTC Coordinator at 801-491-7823 or check www.springville.org for more information.

**ANNUAL MEETING SCHEDULE OF THE
EMERGENCY PREPAREDNESS COMMITTEE**

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting schedule for the Emergency Preparedness Committee of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	21
February.....	18
March.....	17
April.....	21
May.....	19
July.....	21
August.....	18
September.....	15
October.....	20
November.....	17

Regular meetings begin at 5:30 p.m. on the third Thursday of each month and convene in the Public Safety Training Room in the Springville Fire Station #41, 75 West Center Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Marcy Duke, Executive Secretary at 801-491-5521 or check www.springville.org for more information.

**ANNUAL MEETING SCHEDULE OF THE
HOBBLE CREEK GOLF COURSE COMMITTEE**

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Hobbble Creek Golf Course Committee of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	21
February.....	18
March.....	17
April.....	21
May.....	19
June.....	16
July.....	21
August.....	18
September.....	15
October.....	20
November.....	17
December.....	15

Regular meetings begin at 7:00 p.m. on the third Thursday monthly and convene in the Hobbble Creek Golf Course Clubhouse on Hobbble Creek Canyon Drive. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Pat Bird, Chair at 801-491-0246 or check www.springville.org for more information.

**ANNUAL MEETING SCHEDULE OF THE
ECONOMIC ADVISORY BOARD**

PUBLIC NOTICE is hereby given that the 2016 Annual Meeting Schedule for the Economic Advisory Board of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	12
April.....	12
August.....	9
October.....	11

Regular meetings begin at 7:00 p.m. once a quarter on the second Tuesday of the month and convene in the Civic Center Multipurpose Room, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Rod Oldroyd, staff support, at 801.491.7864 or check www.springville.org for more information.

Springville City Civic Center
110 South Main Street
Springville, UT 84663

Springville Civic Center
110 South Main Street
Springville, Utah 84663

Springville Fire Station #41
75 West Center Street
Springville, UT 84663

Springville Public Library
45 South Main Street
Springville, UT 84663

Springville City Community Services
443 South 200 East
Springville, UT 84663

Springville Electric Operations Center
777 North 400 West
Springville, UT 84663

Jolley's Ranch
3 miles east in Hobbles Creek Canyon

Hobbles Creek Golf Course Clubhouse
Hobbles Creek Canyon Road



Letter of Recommendation to City Council

Springville City Board Name: Planning Commission

Applicant:	Request:	Date of Meeting:
	Approve the 2016 Annual Meeting Schedule for the Planning Commission. October 13, 2015	

Motion by: <u>Clay</u>	Second by: <u>Baker</u>		
RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	<input type="checkbox"/> OTHER:
CONDITIONS OF APPROVAL:			
Second Tuesday of each month at 7pm and fourth Tuesday of each month at 6pm as follows:			
January.....	12 & 26	July.....	12 & 26
February.....	9 & 23	August.....	9 & 23
March	8 & 22	September...	13 & 27
April.....	12 & 26	October.....	11 & 25
May.....	10 & 24	November....	8 & 22
June.....	14 & 28	December.....	13 & 27

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
Frank Young <i>Frank Young</i>	✓		
Craig Huff <i>Craig Huff</i>	✓		
Genevieve Baker <i>Genevieve Baker</i>	✓		
Brad Mertz <i>Excused</i>			
Carl Clyde <i>Carl Clyde</i>	✓		
Joyce Nolte <i>Joyce Nolte</i>	✓		
Michael Clay <i>Michael Clay</i>	✓		

J. Depoelle

10-13-15



Letter of Recommendation to City Council

Springville City Board Name: Board of Adjustment

Applicant:	Request:	Date of Meeting:
	Approve the 2016 Annual Meeting Schedule for the Board of Adjustment. September 29, 2015	

Motion by:		Second by:	
RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	OTHER:
CONDITIONS OF APPROVAL: Third Wednesday @ 7:00 pm.			
January..... 20		July.....20	
February.....17		August.....17	
March.....16		September...21	
April.....20		October.....19	
May.....18		November...16	
June.....15		December...21	

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
Michael Barker	X		
Michael Jex	X		
Don Olsen	X		
Jose Inclan	X		
Matthew Stewart	X		
Karen Ellingson	X		

Chair

Date

**Tentatively approved by each individual board member via email. To be officially approved at the next official meeting.



Letter of Recommendation to City Council

Springville City Board Name: Development Review Committee

Applicant:	Request:	Date of Meeting:
	Approve the 2016 Annual Meeting Schedule for the Development Review Committee. October 1, 2015	

Motion by: Laura Thompson		Second by: Brandon Graham	
RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	<input type="checkbox"/> OTHER:
CONDITIONS OF APPROVAL:			
Thursday the week after Planning Commission at 9am as follows:			
January.....	21	July.....	7 & 21
February.....	4 & 18	August.....	4 & 18
March	3, 17 & 31	September...	1 & 22
April.....	21	October.....	6 & 20
May.....	5 & 19	November....	17
June.....	2 & 23	December.....	1 & 22

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
Laura Thompson <i>Laura Thompson</i>	X		
Fred Aegerter <i>Fred Aegerter</i>	X		

Laura Thompson Chair Date 10/1/2015



Letter of Recommendation to City Council

Springville City Board Name: Landmark Commission

Applicant:	Request:	Date of Meeting:
	Approve the 2016 Annual Meeting Schedule for the Landmark Commission. September 30, 2015	

Motion by:		Second by:	
RECOMMENDATION	<input checked="" type="checkbox"/>	APPROVE	DISAPPROVE
CONDITIONS OF APPROVAL:			
First Thursday @ 4:30 pm.			
January.....7		July.....7	
February.....4		August.....4	
March.....3		September...1	
April.....7		October.....6	
May.....5		November....3	
June.....2		December....1	

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
Von Alleman	X		
Mark Gillies			
Nancy Calkins	X		
Jeff Mills	X		
Greg Nolte	X		
Robert Freeman	X		

Chair

Date

**Tentatively approved by each individual board member via email. To be officially approved at the next official meeting.



Letter of Recommendation to City Council

Springville City Board Name: Parks and Recreation Board

Applicant:	Request:	Date of Meeting: September 24, 2015
Approve the Annual Meeting Schedule for the Parks and Recreation Board for 2016.		

Motion by: <i>Katie Sosa</i>		Second by: <i>Lyn Bartholomew</i>	
RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	OTHER:
CONDITIONS OF APPROVAL:			
Fourth Thursday of each month unless otherwise stated:			
January.....	28		
February.....	25		
March.....	24		
April.....	28		
May.....	26		
June.....	23		
July.....	28		
August.....	25		
September.....	22		
November.....	3		

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<i>Lyn Bartholomew</i>	<input checked="" type="checkbox"/>		
<i>Dave Goodman</i>	<input checked="" type="checkbox"/>		
<i>Lisa Willey</i>	<input checked="" type="checkbox"/>		
<i>Katie Sosa</i>	<input checked="" type="checkbox"/>		

Chair _____ Date _____



Letter of Recommendation to City Council

Springville City Board Name: Library Board of Trustees

Applicant:	Request:	Date of Meeting: October 8, 2015
	Approve the 2016 Annual Library Board of Trustees Meeting Schedule	

Motion by:	Second by:
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RECOMMENDATION	<input checked="" type="checkbox"/>	APPROVE	<input type="checkbox"/>	DISAPPROVE	<input type="checkbox"/>	OTHER:
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CONDITIONS OF APPROVAL:
 In 2016, the Library Board of Trustees will meet the second Thursday of each month at 7:00 p.m. as follows. In June and October, the Board will meet the first Thursday of the month at 7:00 p.m.

January 14	August 11
February 11	September 8
March 10	October 6
April 14	November 10
May 12	December 8
June 2	
July 14	

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
MariLee Allred	X		
Chantel Daines	X		
Joey Franklin	X		
Ann Kronmiller	X		
Keith Leatham	X		
Adrienne Ottley	X		
Denise Pickering	X		
Thomas Smith	Absent		
Jenette Swain	X		

MariLee Allred
Chair

October 8, 2015
Date



Letter of Recommendation to City Council

Springville City Board Name: Water Advisory Board

Applicant:	Request:	Date of Meeting: 10/13/15
	Approve the 2016 Annual Meeting Schedule for the Water Board	

Motion by: Alton Beck	Second by: Rod Andrew
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RECOMMENDATION	<input checked="" type="checkbox"/>	APPROVE	<input type="checkbox"/>	DISAPPROVE	<input type="checkbox"/>	OTHER:
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CONDITIONS OF APPROVAL:
 Second Tuesday of each month at 6:30 a.m. as follows:
 January12
 February.....9
 March.....8
 April.....12
 May.....10
 June.....14
 July.....12
 August.....9
 September.....13
 October.....11
 November.....8
 December.....13

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
Rollin Hotchkiss	X		
Alton Beck	X		
Calvin Crandall			absent
Nile Hatch	X		
Rod Andrew	X		
Richard Child	X		

Emergency Preparedness Committee review, make any changes and approve meeting schedule for 2016. Do you want a meeting in December? I need to submit the approved schedule to the City Recorder by October 30, 2015.

Thanks, Marcy



ANNUAL MEETING SCHEDULE OF THE EMERGENCY PREPAREDNESS COMMITTEE
PUBLIC NOTICE is hereby given that the 2016 Annual Meeting schedule for the Emergency Preparedness Committee of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	21
February.....	18
March.....	17
April.....	21
May.....	19
June.....	(Parade)
July.....	21
August.....	18
September.....	15
October.....	20
November.....	17
December.....	No Meeting

Regular meetings begin at 5:30 p.m. on the third Thursday of each month and convene in the Public Safety Training Room in the Springville Fire Station #41, 75 West Center Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hour's notice. Call Marcy Duke, Executive Secretary at 801-491-5521 or check www.springville.org for more information.

RESOLUTION #

**A RESOLUTION OF THE CITY COUNCIL OF SPRINGVILLE CITY,
UTAH ADOPTING A MEETING SCHEDULE FOR THE CALENDAR
YEAR 2016**

WHEREAS, The Utah State Legislature has declared that cities of the third, fourth or fifth class shall hold meetings at least once a month in the Utah State Code §10-3-502

WHEREAS, Springville City has reached the classification of a third class city by attaining a population between 30,000 and 65,000 as defined in the Utah State Code §10-2-301

WHEREAS, The Springville City Code §2-4-102 requires regular meetings to be held on the first and third Tuesdays of each month, except these meetings may be held as scheduled, cancelled, or rescheduled as directed by the mayor due to holidays or election days. In no case shall any less than one meeting per month be held in accordance with U.C.A. §10-3-502.

WHEREAS, The Utah State Legislature, in Utah State Code §52-4-202, has further required public bodies which hold regular meetings scheduled in advance over the course of a year to give public notice of the annual meeting schedule, and to include the date, time and place of such meetings.

NOW THEREFORE, BE IT RESOLVED by the City Council of Springville City, Utah, on this 17th day of November, 2015, to adopt the attached meeting schedule (“Exhibit A”) as the official City Council, Agencies, Authorities, Boards, Commissions, and Committees meeting schedules for the calendar year 2016;

AND FURTHERMORE RESOLVE to authorize its publication and posting according to U.C.A. 52-4-202.

APPROVED and ADOPTED by the City Council of Springville, Utah, this 17th day of November, 2015.

Wilford W. Clyde, Mayor

ATTEST:

Kim Rayburn, City Recorder



SPANISH FORK-SPRINGVILLE AIRPORT

Cris Child/Manager
2050 N 300 W
Spanish Fork, Utah 84660
(801) 420-8888

November 12, 2015

Staff Report

To: Honorable Mayors and City Councils

From: Cris Child Airport Manager on behalf of the Spanish Fork/Springville Airport Board

Subject: Revised Hangar Ground Lease Agreements.

Recommended Motion: Approve the use of the attached newly revised Hangar Ground Lease Agreements for use in the Leasing of the land on which privately owned Airport Hangars are located or built at the Spanish Fork/Springville Airport.

Background/Discussion: With the exception of the Hangar Ground Lease with General Atomics, all Airport Hangar Ground Leases expire on December 31st of this year. All these leases are to be renewed for either 15 years or 3 years using the attached agreements. There are approximately 75 existing hangars and 12 new hangars under construction. In regards to the acceptable use of hangars, the Airport Board was presented with a more restrictive version of Paragraph VI. Brian Park voted in favor of inserting the more restrictive version and the other 3 Board members voted in favor of keeping the unchanged version from the previous Lease Agreement which is presented herein. In all other aspects the board was unanimous in recommending approval of the proposed new Lease Agreement.

Alternatives: Consider revisions to the attached document.

Fiscal Impact: After comparing the rate being charged for the Hangar Ground Leases at the Spanish Fork/Springville Airport with the rates at similar airports, The Airport Board has recommended that the rate for Hangar Ground Leases remain unchanged in 2016. Each year the agreement allows for the rate to be reviewed and adjusted to stay competitive with other similar airports.

Cris Child
Airport Manager



Letter of Recommendation to City Council

Springville City Board Name: Airport Board

Applicant:	Request:	Date of Meeting:
	Recommend approval of revised Hangar Ground Lease and provisional Hangar Ground Lease with changes on attached documents	

Motion by: <u>Clair Anderson</u>	Second by: <u>Dean Olsen</u>
----------------------------------	------------------------------

RECOMMENDATION	APPROVE	DISAPPROVE	OTHER:
CONDITIONS OF APPROVAL:			

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<u>[Signature]</u>		✓	
<u>[Signature]</u>	✓		
<u>Dean F. Olsen</u>	✓		
<u>Matthew Taylor</u>	✓		

[Signature]
Chair

11/05/15
Date

HANGAR # «Hanger_»

**HANGAR GROUND LEASE AGREEMENT
SPANISH FORK/SPRINGVILLE AIRPORT
LESSOR: SPANISH FORK/SPRINGVILLE CITY**

LESSEE: «Lessee_Name» H «Home_Phone»
 c/o «CO» C «Cell_Phone»
 «Street_Address» W «Work_Phone»
 «City», «State» «Zip» «Email_Address»

DATED: «Effective_Date»

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HANGAR GROUND LEASE AGREEMENT

LEASE AGREEMENT made «Effective_Date», between SPANISH FORK CITY and SPRINGVILLE CITY through the SPANISH FORK/SPRINGVILLE AIRPORT BOARD, herein called Lessor, and «Lessee_Name» of «City», «State», herein called Lessee.

RECITALS

A. Lessor owns and operates the SPANISH FORK/SPRINGVILLE AIRPORT located in Utah County, State of Utah, herein called Airport.

B. Lessee desires to lease a parcel of land on the Airport premises for the purpose of erecting and/or maintaining an existing aircraft hangar owned by Lessor for the storage of aircraft.

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

I. PREMISES. Lessor hereby leases to Lessee the Parcel of land only which is known as hanger «Hanger_» at the Spanish Fork/Springville Airport, as per the official drawing held by Spanish Fork City.

II. TERM. Subject to all other provisions of this Agreement regarding termination reserved herein, the term of this lease shall commence on «Effective_Date» and end on December 31, 2030.

III. LEASE RENEWAL. Lessee may renew this Agreement for one (1) term of fifteen (15) years if Lessee is not in default hereunder at the time of such renewal. The one (1) term renewal shall be automatic at the expiration of the initial term provided the Lessee is not in default and either party has not opted out of the renewal. Either party may opt out of the automatic one (1) term of renewal upon the

party providing a minimum of thirty (30) days written notice to the other party prior to the expiration of the initial lease term stating the desire against renewal. After any such renewal, Lessor, in its sole discretion, may determine to permit any subsequent extensions of this Agreement on terms offered by the Lessor when agreed to by both parties in writing. The terms and conditions contained herein shall govern any renewal of this lease unless otherwise agreed between the parties hereto.

IV. LESSEE'S RIGHT TO REMOVE IMPROVEMENTS. Upon the termination of this lease, Lessee shall have the right to sell improvements to Lessor at appraised value or remove any improvements owned or erected by Lessee on the premises during the lease term or any renewal except those items which have become fixtures. Lessee, upon removal of any improvements, shall restore the land to as good condition as it was in prior to the erection of any improvements thereon. Lessee hereby agrees that removal of any and all improvements shall be completed on or before sixty (60) days from termination of this lease. Lessee hereby consents and agrees that any improvements remaining on the premises after the sixty (60) day removal period shall be deemed abandoned and owned by Lessor without any claim or right whatsoever in Lessee. ~~After the termination of this lease, the hangar structure over space «Hanger_» shall remain the property of Lessee, until sold to a successor tenant at fair market value. Lessor shall not lease space «Hanger_» to a successor tenant until the successor tenant has purchased, or entered into an agreement to purchase the hangar over space «Hanger_» from Lessee.~~

V. RENTALS, FEES AND CHARGES. Subject to renegotiation and change of rental rates as hereinafter provided, the Lessee agrees to pay the City for the use of the premises, facilities, rights, services and privileges granted herein, the following rental, payable to Springville City, on an annual basis.

A. Rental for the above described parcel shall be at the current rate of «Rate_per_Sq_Ft» cents per square foot of hanger space, based upon the outside dimensions of the hanger

(«Sq_Footage») Square Feet, with a minimum charge of \$516.77 annually (based on a minimum square footage of 1680 feet).

B. Rent shall commence on «Effective_Date». In the event the Lease term commences on some date other than January 1, the first years annual rent will be pro-rated to reflect the actual first year occupancy period of this agreement.

C. The rent of the above described land for each following year of the agreement shall be set by the Spanish Fork/Springville Airport Board on an annual basis provided the lease may not increase more than 3% per year, and is due and payable to Springville City in advance, on the first day of each calendar year of the Agreement. The City Councils may increase the rental by more than 3% per annum.

D. All payments due Lessor under this lease, including rent, that are not paid on or before thirty (30) days from the due date shall incur a late fee of one (1%) percent per month (12% per annum) or \$5.00, whichever is greater.

E. All payments due Lessor under this lease shall be delivered to Springville City 50 South Main Springville, Utah 84663 or as otherwise directed in writing by Lessor.

VI. USE OF PREMISES. The leased premises and any and all improvements located thereupon shall be used solely for conducting the following activities:

A. Repair and maintenance of aircraft

B. Aircraft storage.

C. Non-Aviation storage as an incidental use on the condition the hangar space is principally used for aviation purposes.

D. No continuous use for residential purposes other than providing short term rest/lounge areas for crew members and support staff integral to flight operations shall be allowed in any Hangar.

Lessee acknowledges that the premises may not be used for commercial purposes or as a fixed-base operator without Lessee or Tenant meeting, complying with and obtaining approval for the minimum standards as may exist at that time for such operation. In the event these minimum standards are met, Lessee or Tenant would need to negotiate a supplemental agreement allowing the expanded use of the premises.

VII. CONSTRUCTION - IMPROVEMENTS. Lessee will maintain improvements on the premises as a hangar facility or facilities.

VIII. OBLIGATIONS OF LESSEE.

A. Lessee agrees to notify the airport manager, in writing, within ten (10) days of its basing, of the registration number of the aircraft and the person(s) responsible for it, including off hours emergency phone numbers, for all aircraft stored on the leased premises.

B. Lessee shall be solely responsible for all costs or charges for utility services required by the Lessee during the term of this lease.

C. Lessee agrees to repair and maintain the demised premises in a reasonably neat, orderly and safe condition, and free from waste, rubbish, snow or other hazards throughout the term of this Lease. Lessee shall not store or let stand any equipment or property belonging to the Lessee or under the Lessee's custody, outside the boundaries of the leased areas without prior consent of the Lessor's Airport Manager, except when such equipment or property is in the process of being loaded or unloaded. Should the Lessee fail to repair and maintain the leased premises in proper condition, the Lessor's Airport Manager shall so notify the Lessee in writing. If the Lessee then fails to make such repair or maintenance within ten

(10) days after the notice has been sent the Lessor may cause such repair or maintenance service to be made. Lessee agrees to pay all Lessors costs incurred thereby and reimburse Lessor therefore on demand. If said costs and expenses are not paid within fifteen (15) days after demand therefore, this Lease shall be deemed to be in default and the Lessor shall be entitled to all legal remedies provided hereunder, including termination of this Lease.

D. Lessee shall exercise due and reasonable caution to prevent fire, accidents, hazards or nuisances on the premises. Lessee shall not, and shall not permit any Tenant Related Parties to use, store, generate, release, or dispose of Hazardous Materials in, on, about, or from the Property in violation of applicable law.

The term "Hazardous Materials" shall mean any substance:

(a) which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic, or otherwise hazardous and which is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the state in which the Property is located or any political subdivision thereof;

(b) which contains asbestos, organic compounds known as polychlorinated biphenyls; chemicals known to cause cancer or reproductive toxicity or petroleum, including crude oil or any fraction thereof; or which is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material or toxic substance under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6992k; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §§ 5101-5127; the Clean Water Act, 33 U.S.C. §§ 1251-1387 the Clear Air Act, 42 U.S.C. §§ 7401-7671q; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692; the Safe Drinking Water Act, 42 U.S.C. §§ 300f to 300j- 26; the Emergency Planning and Community Right-To-Know Act

of 1986, 42 U.S.C. §§ 11001-11050; and title 19, chapter 6 of the Utah Code, as any of the same have been or from time to time may be amended; and any similar federal, state and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to environmental conditions, industrial hygiene or Hazardous Materials on the Property, including all interpretations, policies, guidelines and/or directives of the various governmental authorities responsible for administering any of the foregoing, now in effect or hereafter adopted, published and/or promulgated;

(c) the presence of which on the Property requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; or

(d) the presence of which on the Property causes or threatens to cause a nuisance on the Property or to adjacent properties or poses or threatens to pose a hazard to the health and safety of persons on or about the Property.

If Lessee discovers that any spill, leak, or release of any quantity of any Hazardous Materials has occurred on, in or under the Property, Lessee shall promptly notify Landlord. Lessee shall (or shall cause others to) promptly and fully investigate, cleanup, remediate and remove all such Hazardous Materials as may remain and so much of any portion of the environment as shall have become contaminated, all in accordance with applicable government requirements, and shall replace any removed portion of the environment (such as soil) with uncontaminated material of the same character as existed prior to contamination. Within twenty (20) days after any such spill, leak, or release, the party responsible for the remediation of such release shall give the Lessor a detailed written description of the event and of such responsible parties investigation and remediation efforts to date. Within twenty (40) days after the event, such responsible party shall provide the Lessor with a copy of any reports or analytical results relating to any such spill, leak, or release. In the event of a release of Hazardous Material in, on, or under the Property

by the Tenant Related Parties, Tenant shall not be entitled to an abatement of Rent during any period of abatement.

Should the Lessee fail to remove or abate said hazard or nuisance after notified to do so, the City may abate said hazard or nuisance and charge the cost thereof to the Lessee as provided in paragraph C above.

E. Lessee agrees, at its own expense, to cause the premises and improvements and appurtenances thereto to be maintained in a presentable condition consistent with good maintenance practices. This shall include, although not be limited to, the obligations of the Lessee to maintain the premises in a clean, neat and orderly condition at all times, and to perform any necessary mowing, including weed removal within 30 feet around the perimeter of the hanger, to maintain the asphalt for fifteen feet in front of the hangar, and snow removal on the premises during the appropriate periods of the year. The Airport will assist in snow removal when capability and priority permit.

F. Lessee shall not erect, install, or cause to permit to be erected, installed or operated upon the premises herein any sign or advertising device without first having obtained the City's consent thereto as to size, construction, location and general appearance.

G. Lessee shall not have the right to sell or distribute any parts, fuels, oils, or similar products upon said demised premises or upon said airport properties pursuant to this Lease.

H. Lessee agrees to keep the demised premises free of any mechanic's or materialmen's liens or other lien of any kind or nature for any work done, labor performed or material furnished thereon at instance or occasion of the Lessee and the Lessee further agrees to indemnify and save the Lessor harmless from and against any and all claims, demands, costs and expenses of any nature whatsoever from any such work done, labor performed or materials furnished.

I. Lessee shall obey all applicable rules, regulations, ordinances and laws that may be from time to time promulgated by the City, State and Federal Government or agency thereof.

J. Lessee agrees to cause to be removed from the premises, at its own expense, all waste, garbage, and rubbish and agrees not to deposit same, except temporarily in connection with collection for removal in Airport designated locations, on any part of the premises or other property of the city constituting the Airport.

K. The Lessee shall provide the City with a copy of the bond to protect mechanics and materialmen as required by Utah Code Ann. §14-1-5 as amended, during the course of construction of any improvements on the leased land.

IX INDEMNIFICATION AND HOLD HARMLESS. Lessee expressly agrees to defend, protect, indemnify and hold harmless the Lessor, its officers, agents and employees free and harmless from and against any and all claims, demands, damages, expenses, losses or liability of any kind or nature whatsoever which the Lessor, its officers, agents or employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damages to property arising out of or resulting from the negligent acts or negligent omissions of the Lessee, its officers, agents or employees use or misuse of the premises. Lessee agrees to defend at its own cost, expense and risk all claims or legal actions that may be instituted against either the Lessee or the Lessor, which arise out of the negligent acts or omissions of the Lessee. If any claim or legal action is brought arising out of the negligent acts or omissions of the Lessee and is also brought against the Lessor, the Lessor agrees to cooperate with the defense of the claim or legal action. In such claim or legal action wherein the defense of Lessor is in conflict with the defense of Lessee, the Lessor may have its own attorney to defend such action. If after written notice of such conflict Lessee is unable or unwilling to defend such claim or legal action the Lessor may defend such a claim or legal action at the expense of the Lessee. Any settlement of any claim or lawsuit made by the

Lessor or Lessee that results in liability against either party is subject to written approval of the Lessee or Lessor and will not affect the claims or lawsuits still pending against the against the other party. Lessee agrees to pay any settlement entered into and satisfy any judgment that may be rendered against either the Lessee or the Lessor as a result of any negligent injuries or damages which have resulted from or are connected with this Lease or the occupancy or use of the premises by the Lessee, or its officers, agents, employees or licensees, including reasonable attorney fees.

This indemnity clause is not valid wherein the loss or claim is the result of actions the Lessee took at the Direction of the Lessor or the loss or claim is the result of a negligent act or omission made by the Lessor.

X. CHAPTER 7.12 SPANISH FORK CITY ORDINANCES. Lessee hereby acknowledges the applicability of Chapter 7.12 Spanish Fork City Municipal Code to this Lease Agreement. Lessee hereby acknowledges notice of the terms, conditions and requirements presently contained therein and agrees, so far as said ordinance applies to persons such as Lessee herein, to comply with such ordinance as now in effect or as it may be amended during the term of this Lease or any renewal.

XI. INSURANCE. Concurrent with the execution of this Lease and as partial performance of the obligations assumed under Clause IX, (INDEMNIFICATION AND HOLD HARMLESS) hereof, the Lessee shall, have from a reliable insurance company or companies authorized to do business in the State of Utah, liability insurance in the minimum amount of \$1,000,000.00 or such other minimum amount as may be required by the Spanish Fork/Springville Airport Board pursuant to reasonable exercise of its municipal powers.

The above insurance policy or policies shall contain an endorsement which provides that the Lessor is named as an additional insured as it pertains to said leasehold. Lessee shall provide Lessor with written evidence of said insurance at all times this Lease is in effect.

All insurance policies secured by the Lessee providing the coverages which affect the leasehold premises required under this Lease shall require each insurer to notify the Lessor by registered or certified mail of any modification, termination or cancellation of any policy of insurance that affects the leasehold premises no less than thirty (30) days prior to the effective date of such modification, termination or cancellation. Notice by the insurer shall be effective upon the receipt of said notice by the Lessor. In addition to any other requirements of this Lease, the Lessee shall notify the Lessor of any modification which affects the leasehold premises, termination or cancellation of any policy of insurance secured by the Lessee pursuant to this paragraph as soon as the Lessee learns of any such modification, termination or cancellation. Each of said policies shall stipulate that the policy provided coverage is not subordinate to nor contributing with any other insurance coverage held or maintained by the Lessor. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon the Lessee's liability or a waiver of performance on the Lessee's part of the indemnification and hold harmless provisions of this Lease; and the Lessee understands and agrees that notwithstanding any policy or policies of insurance it remains the Lessee's obligation to protect, indemnify and hold harmless the Lessor hereunder for the full and total amount of any damage, injuries, loss, expense, costs or liabilities, including attorneys fees, caused by or in any manner connected with or attributed to the negligent acts or omissions of the Lessee, its officers, agents, employees, licensees or the operations conducted by the Lessee, or the Lessee's use, misuse or neglect of the premises described herein.

XII PERMITS, LICENSES AND CERTIFICATES. Lessee shall obtain any and all permits, licenses and certificates which may be required in connection with the improvement and use of the demised premises and aircraft operations. Lessee shall comply with all applicable federal, state and local laws and regulations and the Lessee shall keep in effect any and all licenses, permits, notices and certificates as are required.

XIII ASSIGNMENT. Lessee shall not assign this Lease, or sublease any part of the premises without prior written approval of the Lessor, which approval shall not be unreasonably withheld. Lessor hereby agrees that this Lease may be assigned as security for any loan required by Lessee, provided that such assignment permits Lessee to remain in possession except in the event of foreclosure. In the event of foreclosure or forfeiture by the holder of such security, the Lessor consents to further assignment to any person, firm or corporation which is fully competent and has the necessary facilities, experience and financial resources to perform the obligations contained in this agreement on the part of the Lessee to be performed, provided such proposed assignee shall expressly assume said obligations in writing.

XIV RIGHT OF ENTRY AND INSPECTION. Lessor hereby reserves the right to enter into and upon the leased premises and any improvements thereon at all reasonable times and for all reasonable purposes with seven (7) days prior notice to the Lessee. Lessor will also provide the Lessee with the opportunity to be present when entry is made upon the leased premises. The airport manager or his designated representative shall exercise this right.

XV RULES AND REGULATIONS. The Lessor shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the airport and the public terminal building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety and with rules and regulations of the Federal Aviation Administration with respect to aircraft operations at the airport.

XVI GOVERNMENTAL RESERVATIONS AND RESTRICTIONS.

A. During the time of war or national emergency, the Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

B. The Lessor reserves the right to further develop or improve the airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance from Lessee.

C. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on the airport.

D. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions together with the right to prevent the Lessee from erecting, or permitting to be erected, or maintaining any building or other structure on or adjacent to the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. It is understood and agreed that nothing in this Lease shall be construed to grant or authorize the granting of any exclusive rights to Lessee within the meaning of the civil Aeronautics Act.

XVII LESSOR'S RIGHT OF CANCELLATION. In addition to all other remedies reserved by Lessor, this agreement, shall be subject to cancellation by the Lessor should one or more of the following events occur:

A. If the Lessee fails to pay when due the whole or any part of the amounts agreed upon for rents and charges and such default continues for ten (10) days after the Lessor has demanded payment in writing.

B. If the Lessee shall fail to perform or keep and observe any of the covenants and conditions contained in this contract to be performed, kept and observed by Lessee, and Lessee fails to correct any breach hereof after thirty (30) days written notice from Lessor, then and in such event the Lessor shall have the right at once to declare this contract terminated.

XVIII LESSEE'S RIGHT OF CANCELLATION. In addition to all other remedies available to the Lessee, this agreement shall be subject to cancellation by the Lessee should any one or more of the following events occur:

A. The permanent and complete abandonment of the airport as an aviation facility.

B. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the airport and the remaining in force of such injunction for at least thirty (30) days.

C. The breach by the Lessor of any terms, conditions and covenants of this agreement to be kept, performed and observed by the Lessor and the failure to remedy such a breach for a period of thirty (30) days after written notice from the Lessee of the existence of such a breach.

D. The assumption by the United States Government, or any authorized agents of the same, of the operation, control or use of the airport and its facilities, in such a manner as to substantially restrict the Lessee from normal use, if such restriction is continued for a period of ninety (90) days or more.

XIX FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason or act of God, flood, hurricane, tornado, earthquake, strikes, lockouts, which are beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delays; provided, however, nothing in this clause shall excuse the Lessee from the prompt payment of rental or other charges required hereunder to be paid by Lessee except as may expressly be provided elsewhere in this Lease.

XX DESTRUCTION OF PREMISES. Should the improvements to the demised premises be damaged or destroyed in whole or in part, by fire, earthquake or any other casualty at any time during the term of this Lease so that the same cannot be repaired within ninety (90) working days to substantially the same condition it was in immediately prior to the happening of such casualty, then either the Lessor or the Lessee may, within fifteen (15) working days after the ninety (90) working days after the happening of such casualty, terminate this Lease as of the date of said casualty. Lessee shall proceed, within ninety (90) working days, with the restoration and reconstruction of the improvements on the demised premises to substantially the same condition in which they were in prior to the happening of the casualty. In no event shall the Lessor be liable to the Lessee for any damages resulting to the Lessee from the happening of such fire or other casualty or from the repair or construction of the demised premises or from the termination of this Lease as herein provided, nor shall the Lessee be released thereby from any of its obligations hereunder except as expressly stated in this clause.

XXI COSTS OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT. In the event either the Lessor or the Lessee commences legal action against the other claiming a breach or default of this Lease, the prevailing party in such litigation shall be entitled to recover from the other reasonable attorney fees and all costs connected with said litigation.

XXII PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XXIII ABANDONMENT. If the Lessee shall abandon or be dispossessed by process of law or otherwise, any personal property belonging to the Lessee and left on the premises after such abandonment or dispossession shall be deemed to have been transferred to the Lessor; and the Lessor shall

have the right to remove and to dispose of the same without liability to account therefore to the Lessee or to any person claiming under the Lessee.

XXIV AFFIRMATIVE ACTION. The Lessee assures that it will undertake and comply with the program as required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, to insure that no person shall on the grounds of race, creed, color, national origin, sex or other prescribed ground, be excluded from participation in any employment activities covered in said Title 49. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. The Lessee assures that it will require assurances from their sub-organizations to provide assurance to the Lessor that they similarly will undertake and comply with the Title 49 programs and laws.

XXV UNLAWFUL USE. Lessee agrees that no improvement shall be erected, placed upon, operated or maintained on the demised premises, nor shall business be conducted or carried on therein in violation of the terms of this Lease or any applicable law, statute, ordinance, regulation, rule or order of any governmental agency having jurisdiction hereover.

XXVI NONDISCRIMINATION In the operations to be conducted pursuant to the provisions of this Lease and otherwise in the use of the airport, the Lessee will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, national origin or other prescribed ground, in any manner prohibited by Title 49, Code of Federal Regulations, Subtitle A, Part 21 or any amendments thereto. Lessee shall make its accommodations and/or services available to the public on a fair, reasonable and nondiscriminatory price for each item, article, unit or service; provided that the Lessee may be allowed to make reasonable and non-discriminating discounts, rebates or other similar

type of price reduction to volume purchasers. Noncompliance with provisions of this clause shall constitute a material breach thereof; and in the event of such noncompliance, the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the Lessor or the United States, either or both said governments shall have the right to judicially enforce said provisions.

XXVII LEASE SUBORDINATE TO AGREEMENTS WITH U.S.A. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of Federal funds for the development of the Airport.

XXVIII WAR OR NATIONAL EMERGENCY. This Lease and all of the provisions hereof shall be subject to whatever right the United States Government has or may have affecting the control, operation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. In such event, the parties' obligations to each other under this Lease thereby made inconsistent shall be suspended.

XXIX DEVELOPMENT OF AIRPORT. Lessor reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

XXX AIRPORT FACILITIES. Lessee is hereby granted the nonexclusive right, in common with all present and future users, to the use of such of the Lessor's Spanish Fork/Springville Airport public facilities as are designated by the Airport Manager from time to time. As an incident to all the other uses provided for in this Lease, the Lessee, its employees, authorized representatives, invitees, permittees, licensees, customers and patrons shall have the right to use all public waiting rooms and public lavatories

provided such use shall be in common with others and may be suspended during any period when maintenance, repairs or improvements are being made thereto.

XXXI BANKRUPTCY. Should the Lessee make an assignment for the benefit of creditors or should a voluntary or involuntary petition of bankruptcy or for reorganization or any arrangement be filed by or against the Lessee, or if the Lessee should become bankrupt or insolvent or if a receiver be appointed at the request of the Lessee's creditors (except as a receiver appointed at the request of the Lessor) such action shall constitute a breach of this Lease for which the Lessor at its option, may terminate all rights of the Lessee or Lessee's successors in interest under this Lease.

XXXII TAXES AND ASSESSMENTS. Lessee shall pay before delinquency, all taxes, license fees, assessments and other charges which are levied and assessed against and upon the premises, fixtures, equipment or other property caused or suffered by the Lessee to be installed, located or placed upon the leased premises. The Lessee shall furnish the Lessor with satisfactory evidence of these payments upon demand from the Lessor. Lessee acknowledges that this Lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee agrees to assume and pay any such assessment.

XXXIII MARGINAL CAPTIONS. The various headings and numbers herein and the grouping of the provisions of this Lease into separate section, paragraphs and clauses are for the purpose of convenience only and shall not be considered a part thereof.

XXXIV AMENDMENTS TO BE IN WRITING. This Lease sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing, duly executed by the legally authorized representatives of each of the parties.

XXXV SUCCESSORS IN INTEREST. The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

XXXVI NONEXCLUSIVE RIGHTS. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 1349, of the United States Code.

XXXVII WAIVER OF RIGHTS. The failure of the Lessor to insist upon strict enforcement of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have and shall not be deemed a waiver of any subsequent breach or default by Lessee of the terms, conditions and covenants herein contained.

XXXVIII NOTICES. All notices given or to be given, by either party to the other shall be given in writing and shall be addressed or delivered to the parties at the addresses hereinafter set forth or at such other addresses as the parties may by written notice hereafter designate. Notices to the Lessor and the Lessee shall be addressed as follows:

TO: LESSEE

«Lessee_Name»	H «Home_Phone»
c/o «CO»	C «Cell_Phone»
«Street_Address»	W «Work_Phone»
«City», «State» «Zip»	«Email_Address»

TO: LESSOR

Airport Manager
2050 N 300 W
Spanish Fork, UT 84660

XXXIX HOLDOVER. In the event the Lessee shall hold over after the term granted herein, then such holding over shall be construed to be a tenancy from month-to-month only. Prepayment of rent beyond one month shall not be construed to alter or change the month-to-month status of any holdover

tenancy. Lessee agrees to comply and abide with all other terms and conditions of this Lease in the event Lessee holds over after the term provided in this Lease expires.

XXXX TIME. Time is of the essence of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, in triplicate, with all the formalities required by law on the respective dates set forth opposite their signatures to be effective the day and year first above written.

SPANISH FORK CITY, by

Date:
STEVE LEIFSON, Mayor

ATTEST:

Date:
KENT CLARK, Recorder

RECOMMENDED FOR APPROVAL



Date:
CRIS CHILD, Airport Manager

SPRINGVILLE City by,

Date:
WILFORD W. CLYDE, Mayor

ATTEST:

Date:
Kim Rayburn, Recorder

Lessee:

Date:
«Lessee_Name» - «CO»

HANGAR # «Hanger_»

PROVISIONAL HANGAR GROUND LEASE AGREEMENT

SPANISH FORK/SPRINGVILLE AIRPORT

LESSOR: SPANISH FORK/SPRINGVILLE CITY

LESSEE: «Lessee_Name» H «Home_Phone»
 c/o «CO» C «Cell_Phone»
 «Street_Address» W «Work_Phone»
 «City», «State» «Zip» «Email_Address»

DATED: «Effective_Date»

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HANGAR GROUND LEASE AGREEMENT

LEASE AGREEMENT made «Effective_Date», between SPANISH FORK CITY and SPRINGVILLE CITY through the SPANISH FORK/SPRINGVILLE AIRPORT BOARD, herein called Lessor, and «Lessee_Name» of «City», «State», herein called Lessee.

RECITALS

A. Lessor owns and operates the SPANISH FORK/SPRINGVILLE AIRPORT located in Utah County, State of Utah, herein called Airport.

B. Lessee desires to continue to lease a parcel of land on the Airport premises for the purpose of maintaining an existing aircraft hangar owned by Lessee which does not meet the Minimum Standards for Hangars at the Spanish Fork Springville Airport. Said Hangar is intended to be used for the storage of aircraft

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

I. PREMISES. Lessor hereby leases to Lessee the Parcel of land only which is known as hanger «Hanger_» at the Spanish Fork/Springville Airport, as per the official drawing held by Spanish Fork City.

II. TERM. Subject to all other provisions of this Agreement regarding termination reserved herein, the term of this lease shall commence on «Effective_Date» and end on December 31, 2018.

III. LEASE RENEWAL. Lessee may renew this Agreement for one (1) term of three (3) years if Lessee is not in default hereunder at the time of such renewal. The one (1) term renewal shall be automatic at the expiration of the initial term provided the Lessee is not in default and either party has

not opted out of the renewal. Either party may opt out of the automatic one (1) term of renewal upon the party providing a minimum of thirty (30) days written notice to the other party prior to the expiration of the initial lease term stating the desire against renewal. After any such renewal, Lessor, in its sole discretion, may determine to permit any subsequent extensions of this Agreement on terms offered by the Lessor when agreed to by both parties in writing. The terms and conditions contained herein shall govern any renewal of this lease unless otherwise agreed between the parties hereto.

IV. LESSEE'S RIGHT TO REMOVE IMPROVEMENTS. Upon the termination of this lease, Lessee shall have the right to sell improvements to Lessor at appraised value or remove any improvements owned or erected by Lessee on the premises during the lease term or any renewal except those items which have become fixtures. Lessee, upon removal of any improvements, shall restore the land to as good condition as it was in prior to the erection of any improvements thereon. Lessee hereby agrees that removal of any and all improvements shall be completed on or before sixty (60) days from termination of this lease. Lessee hereby consents and agrees that any improvements remaining on the premises after the sixty (60) day removal period shall be deemed abandoned and owned by Lessor without any claim or right whatsoever in Lessee. ~~After the termination of this lease, the hangar structure over space «Hanger_» shall remain the property of Lessee, until sold to a successor tenant at fair market value. Lessor shall not lease space «Hanger_» to a successor tenant until the successor tenant has purchased, or entered into an agreement to purchase the hangar over space «Hanger_» from Lessee.~~

V. RENTALS, FEES AND CHARGES. Subject to renegotiation and change of rental rates as hereinafter provided, the Lessee agrees to pay the City for the use of the premises, facilities, rights, services and privileges granted herein, the following rental, payable to Springville City, on an annual basis.

A. Rental for the above described parcel shall be at the current rate of «Rate_per_Sq_Ft» cents per square foot of hanger space, based upon the outside dimensions of the hanger

(«Sq_Footage») Square Feet, with a minimum charge of \$516.77 annually (based on a minimum square footage of 1680 feet).

B. Rent shall commence on «Effective_Date». In the event the Lease term commences on some date other than January 1, the first years annual rent will be pro-rated to reflect the actual first year occupancy period of this agreement.

C. The rent of the above described land for each following year of the agreement shall be set by the Spanish Fork/Springville Airport Board on an annual basis provided the lease may not increase more than 3% per year, and is due and payable to Springville City in advance, on the first day of each calendar year of the Agreement. The City Councils may increase the rental by more than 3% per annum.

D. All payments due Lessor under this lease, including rent, that are not paid on or before thirty (30) days from the due date shall incur a late fee of one (1%) percent per month (12% per annum) or \$5.00, whichever is greater.

E. All payments due Lessor under this lease shall be delivered to Springville City 50 South Main Springville, Utah 84663 or as otherwise directed in writing by Lessor.

VI. USE OF PREMISES. The leased premises and any and all improvements located thereupon shall be used solely for conducting the following activities:

A. Repair and maintenance of aircraft

B. Aircraft storage.

C. Non-Aviation storage as an incidental use on the condition the hangar space is principally used for aviation purposes.

D. No continuous use for residential purposes other than providing short term rest/lounge areas for crew members and support staff integral to flight operations shall be allowed in any Hangar.

Lessee acknowledges that the premises may not be used for commercial purposes or as a fixed-base operator without Lessee or Tenant meeting, complying with and obtaining approval for the minimum standards as may exist at that time for such operation. In the event these minimum standards are met, Lessee or Tenant would need to negotiate a supplemental agreement allowing the expanded use of the premises.

VII. CONSTRUCTION - IMPROVEMENTS. Lessee will maintain improvements on the premises as a hangar facility or facilities.

VIII. OBLIGATIONS OF LESSEE.

A. Lessee agrees to notify the airport manager, in writing, within ten (10) days of its basing, of the registration number of the aircraft and the person(s) responsible for it, including off hours emergency phone numbers, for all aircraft stored on the leased premises.

B. Lessee shall be solely responsible for all costs or charges for utility services required by the Lessee during the term of this lease.

C. Lessee agrees to formulate and execute a renovation plan acceptable to the "Provisional Hangar Review Committee" to refurbish, repair and maintain the demised premises in a neat, orderly and safe condition, and free from waste, rubbish, snow or other hazards throughout the term of this Lease. Lessee shall not store or let stand any equipment or property belonging to the Lessee or under the Lessee's custody, outside the boundaries of the leased areas without prior consent of the Lessor's Airport Manager, except when such equipment or property is in the process of being loaded or unloaded. Should the Lessee fail to repair and maintain the leased premises in proper condition, the Lessor's Airport Manager

shall so notify the Lessee in writing. If the Lessee then fails to make such repair or maintenance within ten (10) days after the notice has been sent the Lessor may cause such repair or maintenance service to be made. Lessee agrees to pay all Lessors costs incurred thereby and reimburse Lessor therefore on demand. If said costs and expenses are not paid within fifteen (15) days after demand therefore, this Lease shall be deemed to be in default and the Lessor shall be entitled to all legal remedies provided hereunder, including termination of this Lease.

D. Lessee shall exercise due and reasonable caution to prevent fire, accidents, hazards or nuisances on the premises. Lessee shall not, and shall not permit any Tenant Related Parties to use, store, generate, release, or dispose of Hazardous Materials in, on, about, or from the Property in violation of applicable law.

The term "Hazardous Materials" shall mean any substance:

(a) which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic, or otherwise hazardous and which is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the state in which the Property is located or any political subdivision thereof;

(b) which contains asbestos, organic compounds known as polychlorinated biphenyls; chemicals known to cause cancer or reproductive toxicity or petroleum, including crude oil or any fraction thereof; or which is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material or toxic substance under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6992k; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §§ 5101-5127; the Clean Water Act, 33 U.S.C. §§ 1251-1387 the Clear Air Act, 42 U.S.C. §§ 7401-7671q; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692; the Safe Drinking

Water Act, 42 U.S.C. §§ 300f to 300j- 26; the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§ 11001-11050; and title 19, chapter 6 of the Utah Code, as any of the same have been or from time to time may be amended; and any similar federal, state and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to environmental conditions, industrial hygiene or Hazardous Materials on the Property, including all interpretations, policies, guidelines and/or directives of the various governmental authorities responsible for administering any of the foregoing, now in effect or hereafter adopted, published and/or promulgated;

(c) the presence of which on the Property requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; or

(d) the presence of which on the Property causes or threatens to cause a nuisance on the Property or to adjacent properties or poses or threatens to pose a hazard to the health and safety of persons on or about the Property.

If Lessee discovers that any spill, leak, or release of any quantity of any Hazardous Materials has occurred on, in or under the Property, Lessee shall promptly notify Landlord. Lessee shall (or shall cause others to) promptly and fully investigate, cleanup, remediate and remove all such Hazardous Materials as may remain and so much of any portion of the environment as shall have become contaminated, all in accordance with applicable government requirements, and shall replace any removed portion of the environment (such as soil) with uncontaminated material of the same character as existed prior to contamination. Within twenty (20) days after any such spill, leak, or release, the party responsible for the remediation of such release shall give the Lessor a detailed written description of the event and of such responsible parties investigation and remediation efforts to date. Within twenty (40) days after the event, such responsible party shall provide the Lessor with a copy of any reports or analytical results relating to any such spill, leak, or release. In the event of a release of Hazardous Material in, on, or under the Property

by the Tenant Related Parties, Tenant shall not be entitled to an abatement of Rent during any period of abatement.

Should the Lessee fail to remove or abate said hazard or nuisance after notified to do so, the City may abate said hazard or nuisance and charge the cost thereof to the Lessee as provided in paragraph C above.

E. Lessee agrees, at its own expense, to cause the premises and improvements and appurtenances thereto to be maintained in a presentable condition consistent with good maintenance practices. This shall include, although not be limited to, the obligations of the Lessee to maintain the premises in a clean, neat and orderly condition at all times, and to perform any necessary mowing, including weed removal within 30 feet around the perimeter of the hanger, to maintain the asphalt for fifteen feet in front of the hangar, and snow removal on the premises during the appropriate periods of the year. The Airport will assist in snow removal when capability and priority permit.

F. Lessee shall not erect, install, or cause to permit to be erected, installed or operated upon the premises herein any sign or advertising device without first having obtained the City's consent thereto as to size, construction, location and general appearance.

G. Lessee shall not have the right to sell or distribute any parts, fuels, oils, or similar products upon said demised premises or upon said airport properties pursuant to this Lease.

H. Lessee agrees to keep the demised premises free of any mechanic's or materialmen's liens or other lien of any kind or nature for any work done, labor performed or material furnished thereon at instance or occasion of the Lessee and the Lessee further agrees to indemnify and save the Lessor harmless from and against any and all claims, demands, costs and expenses of any nature whatsoever from any such work done, labor performed or materials furnished.

I. Lessee shall obey all applicable rules, regulations, ordinances and laws that may be from time to time promulgated by the City, State and Federal Government or agency thereof.

J. Lessee agrees to cause to be removed from the premises, at its own expense, all waste, garbage, and rubbish and agrees not to deposit same, except temporarily in connection with collection for removal in Airport designated locations, on any part of the premises or other property of the city constituting the Airport.

K. The Lessee shall provide the City with a copy of the bond to protect mechanics and materialmen as required by Utah Code Ann. §14-1-5 as amended, during the course of construction of any improvements on the leased land.

IX INDEMNIFICATION AND HOLD HARMLESS. Lessee expressly agrees to defend, protect, indemnify and hold harmless the Lessor, its officers, agents and employees free and harmless from and against any and all claims, demands, damages, expenses, losses or liability of any kind or nature whatsoever which the Lessor, its officers, agents or employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damages to property arising out of or resulting from the negligent acts or negligent omissions of the Lessee, its officers, agents or employees use or misuse of the premises. Lessee agrees to defend at its own cost, expense and risk all claims or legal actions that may be instituted against either the Lessee or the Lessor, which arise out of the negligent acts or omissions of the Lessee. If any claim or legal action is brought arising out of the negligent acts or omissions of the Lessee and is also brought against the Lessor, the Lessor agrees to cooperate with the defense of the claim or legal action. In such claim or legal action wherein the defense of Lessor is in conflict with the defense of Lessee, the Lessor may have its own attorney to defend such action. If after written notice of such conflict Lessee is unable or unwilling to defend such claim or legal action the Lessor may defend such a claim or legal action at the expense of the Lessee. Any settlement of any claim or lawsuit made by the

Lessor or Lessee that results in liability against either party is subject to written approval of the Lessee or Lessor and will not affect the claims or lawsuits still pending against the against the other party. Lessee agrees to pay any settlement entered into and satisfy any judgment that may be rendered against either the Lessee or the Lessor as a result of any negligent injuries or damages which have resulted from or are connected with this Lease or the occupancy or use of the premises by the Lessee, or its officers, agents, employees or licensees, including reasonable attorney fees.

This indemnity clause is not valid wherein the loss or claim is the result of actions the Lessee took at the Direction of the Lessor or the loss or claim is the result of a negligent act or omission made by the Lessor.

X. CHAPTER 7.12 SPANISH FORK CITY ORDINANCES. Lessee hereby acknowledges the applicability of Chapter 7.12 Spanish Fork City Municipal Code to this Lease Agreement. Lessee hereby acknowledges notice of the terms, conditions and requirements presently contained therein and agrees, so far as said ordinance applies to persons such as Lessee herein, to comply with such ordinance as now in effect or as it may be amended during the term of this Lease or any renewal.

XI. INSURANCE. Concurrent with the execution of this Lease and as partial performance of the obligations assumed under Clause IX, (INDEMNIFICATION AND HOLD HARMLESS) hereof, the Lessee shall, have from a reliable insurance company or companies authorized to do business in the State of Utah, liability insurance in the minimum amount of \$1,000,000.00 or such other minimum amount as may be required by the Spanish Fork/Springville Airport Board pursuant to reasonable exercise of its municipal powers.

The above insurance policy or policies shall contain an endorsement which provides that the Lessor is named as an additional insured as it pertains to said leasehold. Lessee shall provide Lessor with written evidence of said insurance at all times this Lease is in effect.

All insurance policies secured by the Lessee providing the coverages which affect the leasehold premises required under this Lease shall require each insurer to notify the Lessor by registered or certified mail of any modification, termination or cancellation of any policy of insurance that affects the leasehold premises no less than thirty (30) days prior to the effective date of such modification, termination or cancellation. Notice by the insurer shall be effective upon the receipt of said notice by the Lessor. In addition to any other requirements of this Lease, the Lessee shall notify the Lessor of any modification which affects the leasehold premises, termination or cancellation of any policy of insurance secured by the Lessee pursuant to this paragraph as soon as the Lessee learns of any such modification, termination or cancellation. Each of said policies shall stipulate that the policy provided coverage is not subordinate to nor contributing with any other insurance coverage held or maintained by the Lessor. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon the Lessee's liability or a waiver of performance on the Lessee's part of the indemnification and hold harmless provisions of this Lease; and the Lessee understands and agrees that notwithstanding any policy or policies of insurance it remains the Lessee's obligation to protect, indemnify and hold harmless the Lessor hereunder for the full and total amount of any damage, injuries, loss, expense, costs or liabilities, including attorneys fees, caused by or in any manner connected with or attributed to the negligent acts or omissions of the Lessee, its officers, agents, employees, licensees or the operations conducted by the Lessee, or the Lessee's use, misuse or neglect of the premises described herein.

XII PERMITS, LICENSES AND CERTIFICATES. Lessee shall obtain any and all permits, licenses and certificates which may be required in connection with the improvement and use of the demised premises and aircraft operations. Lessee shall comply with all applicable federal, state and local laws and regulations and the Lessee shall keep in effect any and all licenses, permits, notices and certificates as are required.

XIII ASSIGNMENT. Lessee shall not assign this Lease, or sublease any part of the premises without prior written approval of the Lessor, which approval shall not be unreasonably withheld. Lessor hereby agrees that this Lease may be assigned as security for any loan required by Lessee, provided that such assignment permits Lessee to remain in possession except in the event of foreclosure. In the event of foreclosure or forfeiture by the holder of such security, the Lessor consents to further assignment to any person, firm or corporation which is fully competent and has the necessary facilities, experience and financial resources to perform the obligations contained in this agreement on the part of the Lessee to be performed, provided such proposed assignee shall expressly assume said obligations in writing.

XIV RIGHT OF ENTRY AND INSPECTION. Lessor hereby reserves the right to enter into and upon the leased premises and any improvements thereon at all reasonable times and for all reasonable purposes with seven (7) days prior notice to the Lessee. Lessor will also provide the Lessee with the opportunity to be present when entry is made upon the leased premises. The airport manager or his designated representative shall exercise this right.

XV RULES AND REGULATIONS. The Lessor shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the airport and the public terminal building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety and with rules and regulations of the Federal Aviation Administration with respect to aircraft operations at the airport.

XVI GOVERNMENTAL RESERVATIONS AND RESTRICTIONS.

A. During the time of war or national emergency, the Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

B. The Lessor reserves the right to further develop or improve the airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance from Lessee.

C. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on the airport.

D. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions together with the right to prevent the Lessee from erecting, or permitting to be erected, or maintaining any building or other structure on or adjacent to the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. It is understood and agreed that nothing in this Lease shall be construed to grant or authorize the granting of any exclusive rights to Lessee within the meaning of the civil Aeronautics Act.

XVII LESSOR'S RIGHT OF CANCELLATION. In addition to all other remedies reserved by Lessor, this agreement, shall be subject to cancellation by the Lessor should one or more of the following events occur:

A. If the Lessee fails to pay when due the whole or any part of the amounts agreed upon for rents and charges and such default continues for ten (10) days after the Lessor has demanded payment in writing.

B. If the Lessee shall fail to perform or keep and observe any of the covenants and conditions contained in this contract to be performed, kept and observed by Lessee, and Lessee fails to correct any breach hereof after thirty (30) days written notice from Lessor, then and in such event the Lessor shall have the right at once to declare this contract terminated.

XVIII LESSEE'S RIGHT OF CANCELLATION. In addition to all other remedies available to the Lessee, this agreement shall be subject to cancellation by the Lessee should any one or more of the following events occur:

A. The permanent and complete abandonment of the airport as an aviation facility.

B. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the airport and the remaining in force of such injunction for at least thirty (30) days.

C. The breach by the Lessor of any terms, conditions and covenants of this agreement to be kept, performed and observed by the Lessor and the failure to remedy such a breach for a period of thirty (30) days after written notice from the Lessee of the existence of such a breach.

D. The assumption by the United States Government, or any authorized agents of the same, of the operation, control or use of the airport and its facilities, in such a manner as to substantially restrict the Lessee from normal use, if such restriction is continued for a period of ninety (90) days or more.

XIX FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason or act of God, flood, hurricane, tornado, earthquake, strikes, lockouts, which are beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delays; provided, however, nothing in this clause shall excuse the Lessee from the prompt payment of rental or other charges required hereunder to be paid by Lessee except as may expressly be provided elsewhere in this Lease.

XX DESTRUCTION OF PREMISES. Should the improvements to the demised premises be damaged or destroyed in whole or in part, by fire, earthquake or any other casualty at any time during the term of this Lease so that the same cannot be repaired within ninety (90) working days to substantially the same condition it was in immediately prior to the happening of such casualty, then either the Lessor or the Lessee may, within fifteen (15) working days after the ninety (90) working days after the happening of such casualty, terminate this Lease as of the date of said casualty. Lessee shall proceed, within ninety (90) working days, with the restoration and reconstruction of the improvements on the demised premises to substantially the same condition in which they were in prior to the happening of the casualty. In no event shall the Lessor be liable to the Lessee for any damages resulting to the Lessee from the happening of such fire or other casualty or from the repair or construction of the demised premises or from the termination of this Lease as herein provided, nor shall the Lessee be released thereby from any of its obligations hereunder except as expressly stated in this clause.

XXI COSTS OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT. In the event either the Lessor or the Lessee commences legal action against the other claiming a breach or default of this Lease, the prevailing party in such litigation shall be entitled to recover from the other reasonable attorney fees and all costs connected with said litigation.

XXII PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XXIII ABANDONMENT. If the Lessee shall abandon or be dispossessed by process of law or otherwise, any personal property belonging to the Lessee and left on the premises after such abandonment or dispossession shall be deemed to have been transferred to the Lessor; and the Lessor shall

have the right to remove and to dispose of the same without liability to account therefore to the Lessee or to any person claiming under the Lessee.

XXIV AFFIRMATIVE ACTION. The Lessee assures that it will undertake and comply with the program as required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, to insure that no person shall on the grounds of race, creed, color, national origin, sex or other prescribed ground, be excluded from participation in any employment activities covered in said Title 49. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. The Lessee assures that it will require assurances from their sub-organizations to provide assurance to the Lessor that they similarly will undertake and comply with the Title 49 programs and laws.

XXV UNLAWFUL USE. Lessee agrees that no improvement shall be erected, placed upon, operated or maintained on the demised premises, nor shall business be conducted or carried on therein in violation of the terms of this Lease or any applicable law, statute, ordinance, regulation, rule or order of any governmental agency having jurisdiction hereover.

XXVI NONDISCRIMINATION In the operations to be conducted pursuant to the provisions of this Lease and otherwise in the use of the airport, the Lessee will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, national origin or other prescribed ground, in any manner prohibited by Title 49, Code of Federal Regulations, Subtitle A, Part 21 or any amendments thereto. Lessee shall make its accommodations and/or services available to the public on a fair, reasonable and nondiscriminatory price for each item, article, unit or service; provided that the Lessee may be allowed to make reasonable and non-discriminating discounts, rebates or other similar

type of price reduction to volume purchasers. Noncompliance with provisions of this clause shall constitute a material breach thereof; and in the event of such noncompliance, the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the Lessor or the United States, either or both said governments shall have the right to judicially enforce said provisions.

XXVII LEASE SUBORDINATE TO AGREEMENTS WITH U.S.A. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of Federal funds for the development of the Airport.

XXVIII WAR OR NATIONAL EMERGENCY. This Lease and all of the provisions hereof shall be subject to whatever right the United States Government has or may have affecting the control, operation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. In such event, the parties' obligations to each other under this Lease thereby made inconsistent shall be suspended.

XXIX DEVELOPMENT OF AIRPORT. Lessor reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

XXX AIRPORT FACILITIES. Lessee is hereby granted the nonexclusive right, in common with all present and future users, to the use of such of the Lessor's Spanish Fork/Springville Airport public facilities as are designated by the Airport Manager from time to time. As an incident to all the other uses provided for in this Lease, the Lessee, its employees, authorized representatives, invitees, permittees, licensees, customers and patrons shall have the right to use all public waiting rooms and public lavatories

provided such use shall be in common with others and may be suspended during any period when maintenance, repairs or improvements are being made thereto.

XXXI BANKRUPTCY. Should the Lessee make an assignment for the benefit of creditors or should a voluntary or involuntary petition of bankruptcy or for reorganization or any arrangement be filed by or against the Lessee, or if the Lessee should become bankrupt or insolvent or if a receiver be appointed at the request of the Lessee's creditors (except as a receiver appointed at the request of the Lessor) such action shall constitute a breach of this Lease for which the Lessor at its option, may terminate all rights of the Lessee or Lessee's successors in interest under this Lease.

XXXII TAXES AND ASSESSMENTS. Lessee shall pay before delinquency, all taxes, license fees, assessments and other charges which are levied and assessed against and upon the premises, fixtures, equipment or other property caused or suffered by the Lessee to be installed, located or placed upon the leased premises. The Lessee shall furnish the Lessor with satisfactory evidence of these payments upon demand from the Lessor. Lessee acknowledges that this Lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee agrees to assume and pay any such assessment.

XXXIII MARGINAL CAPTIONS. The various headings and numbers herein and the grouping of the provisions of this Lease into separate section, paragraphs and clauses are for the purpose of convenience only and shall not be considered a part thereof.

XXXIV AMENDMENTS TO BE IN WRITING. This Lease sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing, duly executed by the legally authorized representatives of each of the parties.

XXXV SUCCESSORS IN INTEREST. The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

XXXVI NONEXCLUSIVE RIGHTS. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 1349, of the United States Code.

XXXVII WAIVER OF RIGHTS. The failure of the Lessor to insist upon strict enforcement of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have and shall not be deemed a waiver of any subsequent breach or default by Lessee of the terms, conditions and covenants herein contained.

XXXVIII NOTICES. All notices given or to be given, by either party to the other shall be given in writing and shall be addressed or delivered to the parties at the addresses hereinafter set forth or at such other addresses as the parties may by written notice hereafter designate. Notices to the Lessor and the Lessee shall be addressed as follows:

TO: LESSEE

«Lessee_Name»	H «Home_Phone»
c/o «CO»	C «Cell_Phone»
«Street_Address»	W «Work_Phone»
«City», «State» «Zip»	«Email_Address»

TO: LESSOR

Airport Manager
2050 N 300 W
Spanish Fork, UT 84660

XXXIX HOLDOVER. In the event the Lessee shall hold over after the term granted herein, then such holding over shall be construed to be a tenancy from month-to-month only. Prepayment of rent beyond one month shall not be construed to alter or change the month-to-month status of any holdover

tenancy. Lessee agrees to comply and abide with all other terms and conditions of this Lease in the event Lessee holds over after the term provided in this Lease expires.

XXXX TIME. Time is of the essence of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, in triplicate, with all the formalities required by law on the respective dates set forth opposite their signatures to be effective the day and year first above written.

SPANISH FORK CITY, by

Date:
STEVE LEIFSON, Mayor

ATTEST:

Date:
KENT CLARK, Recorder

RECOMMENDED FOR APPROVAL



Date:
CRIS CHILD, Airport Manager

SPRINGVILLE City by,

Date:
WILFORD W. CLYDE, Mayor

ATTEST:

Date:
Kim Rayburn, Recorder

Lessee:

Date:
«Lessee_Name» - «CO»



SPANISH FORK-SPRINGVILLE AIRPORT

Cris Child/Manager
2050 N 300 W
Spanish Fork, Utah 84660
(801) 420-8888

November 12, 2015

Staff Report

To: Honorable Mayors and City Councils

From: Cris Child Airport Manager on behalf of the Spanish Fork/Springville Airport Board

Subject: Landlord's Release and Consent – James Mellor new Hangar Construction.

Recommended Motion: Authorize the Mayors to execute the attached Landlord's Release and Consent.

Background/Discussion: James Mellor has several new hangars under construction at the Spanish Fork/Springville Airport. As a condition of financing, Rock Canyon Bank is requesting that the Cities execute the attached agreement. This agreement is similar to other agreements that have been executed by the Cities in the past in similar situations.

Alternatives: Request revisions to the attached document.

Fiscal Impact: None.

Cris Child
Airport Manager



Letter of Recommendation to City Council

Springville City Board Name: Airport Board

Applicant:	Request:	Date of Meeting:
	Recommend that the cities Execute Landlords Release and consent for new hangars being built by Jim Mellor	

Motion by: <u>Clair Anderson</u>	Second by: <u>Brian Park</u>
----------------------------------	------------------------------

RECOMMENDATION	APPROVE	DISAPPROVE	OTHER:
CONDITIONS OF APPROVAL:			

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<u>Brian Park</u>	✓		
<u>Clair Anderson</u>	✓		
<u>Sean F. Olson</u>	✓		
<u>Matthew Taylor</u>	✓		

[Signature]
Chair

Date 11/05/15

LANDLORD'S RELEASE AND CONSENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	11-02-2015	11-02-2016					

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: JFM HANGARS

Lender: ROCK CANYON BANK
Pleasant Grove Office
475 East State Road
Pleasant Grove, UT 84062

THIS LANDLORD'S RELEASE AND CONSENT is entered into among JFM HANGARS ("Borrower"), whose address is _____; ROCK CANYON BANK ("Lender"), whose address is Pleasant Grove Office, 475 East State Road, Pleasant Grove, UT 84062; and SPANISH FORK/SPRINGVILLE ("Landlord"), whose address is _____.

Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

COLLATERAL DESCRIPTION. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

NO WAIVER BY LENDER. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any

**LANDLORD'S RELEASE AND CONSENT
(Continued)**

circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Landlord's Release and Consent, as this Landlord's Release and Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Release and Consent from time to time.

Borrower. The word "Borrower" means JFM HANGARS and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Landlord. The word "Landlord" means SPANISH FORK/SPRINGVILLE, and is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lease. The word "Lease" means that certain lease of the Premises, dated November 2, 2015, between Landlord and Borrower..

Lender. The word "Lender" means ROCK CANYON BANK, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

Note. The word "Note" means the Note dated November 2, 2015 and executed by JFM HANGARS in the principal amount of \$650,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Premises. The word "Premises" means the real property located in UTAH County, State of Utah, commonly known as 2050 NORTH 300 WEST, HANGERS 88, 89, 90, 91, 92, AND 93, SPANISH FORK, UT 84660, SPANISH FORK, UT 84660. Property tax Identification number is 24:044:0013.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S RELEASE AND CONSENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 2, 2015.

BORROWER:

JFM HANGARS

By: JAMES MELLOR, Manager of JFM HANGARS

By: Authorized Signer for JFM HANGARS

LANDLORD:

SPANISH FORK/SPRINGVILLE

By: Authorized Signer for SPANISH FORK/SPRINGVILLE

By: Authorized Signer for SPANISH FORK/SPRINGVILLE

LENDER:

ROCK CANYON BANK

X Authorized Officer

ASSIGNMENT OF RENTS (Continued)

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Utah and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Default will occur if payment in full is not made immediately when due.

RIGHTS AND REMEDIES ON DEFAULT. Upon Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Grantor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**ASSIGNMENT OF RENTS
(Continued)**

Page 3

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Utah.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Assignment or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Assignment, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS

**ASSIGNMENT OF RENTS
(Continued)**

ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means JFM HANGARS.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Grantor. The word "Grantor" means JFM HANGARS.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means ROCK CANYON BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated November 2, 2015, in the original principal amount of **\$650,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness, except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON NOVEMBER 2, 2015.

GRANTOR:

JFM HANGARS

By: JAMES MELLOR, Manager of JFM HANGARS

By: Authorized Signer for JFM HANGARS



SPANISH FORK-SPRINGVILLE AIRPORT

Cris Child/Manager
2050 N 300 W
Spanish Fork, Utah 84660
(801) 420-8888

November 12, 2015

Staff Report

To: Honorable Mayors and City Councils

From: Cris Child Airport Manager on behalf of the Spanish Fork/Springville Airport Board

Subject: Apron Rehabilitation Project Change Order

Recommended Motion: Approve the attached Change Order with Morgan Asphalt.

Background/Discussion: During construction it was found that there were a few areas that needed some additional work to repair soft subgrade. It was determined that the best course of action to address these areas was to excavate to a depth of about 1.5 feet and dispose of that soft material, place stabilization fabric (extended up the sides of the excavations), and place about 1 foot depth pit run type material to subgrade elevation. It was necessary to remove and replace fabric and geogrid and replace base course over a larger area to ensure minimum lapping of fabric and geogrid under the base course. The change order includes a unit cost per SY from the contractor to perform this additional work over the soft areas shown on the attached drawing. Prior to executing the work agreement with this recommendation was obtained from Jared Johnson of Spanish Fork City and Craig Ide of the Utah Division of Aeronautics.

Alternatives: Request additional information or options.

Fiscal Impact: \$57,435.50 increase over the original estimated project quantities. With the additional work, the overall project is still \$73,506.00 below the amount budgeted for the project based on the original Engineers estimate.

Cris Child
Airport Manager



Letter of Recommendation to City Council

Springville City Board Name: Airport Board

Applicant:	Request:	Date of Meeting:
	Recommend Approval of the Apron Rehab Project Change Orders	

Motion by: <u>Clair Anderson</u>	Second by: <u>Brian Park</u>		
RECOMMENDATION	APPROVE	DISAPPROVE	OTHER:
CONDITIONS OF APPROVAL:			

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<u>Brian Park</u>	✓		
<u>Clair Anderson</u>	✓		
<u>Dean Olson</u>	✓		
<u>Matthew Taylor</u>	✓		

[Signature]

Chair

11/05/15

Date



Cris Child <dcrschild@gmail.com>

Spanish Fork Airport Apron Rehabilitation

1 message

Michael Carr <mcarr@armstrongconsultants.com>

Thu, Nov 5, 2015 at 11:16 AM

To: Jered Johnson <jjohnson@spanishfork.org>

Cc: Cris Child <cris@prestigeproperties.org>

Good morning Jered,

I have attached a sketch of the project area indicating the elements included in Change Order No 1 as you requested, and also the final quantities tabulation which is the basis for the project billing. Some additional explanation and clarification is in order:

- I am sure you will recall that the contract was awarded on the basis of unit costs for each item included in the plans and specifications. The original contract cost, as well as the change order cost, was established on the basis of estimated quantities, some of which varied from as-built quantities.
- The area of installation of geogrid and geofabric was slightly increased (4,100 SY instead of 4,060 SY) from the estimated area as a result of the addition of paving a small area near the southeast corner of the project at the request of airport management.
- In the instance of the storm drain inlet structure, it was determined that replacement of the entire structure was not necessary, and the contractor replaced only the steel frame and grated cover with the resulting cost for that item \$600.00 rather than the \$2,500 expected on the basis of CO#1.
- Two things to note regarding the soft spot repair: The material that was initially provided for subgrade stabilization in those soft areas was found to be ineffective as it was too fine-grained, and a much coarser rock was needed to effect the repair. The substitution of this rock material increased the unit cost for the repair to \$75.00/SY over the expected \$73.20/SY. Further, the original estimated quantity of 300 SY for this soft subgrade repair was too low (you may recall my email of October 9), and the area requiring repair was actually 733 SY. Both the contractor and our project inspector on site sought to minimize this repair to the smallest extent area possible, but this is what was required in order to complete the project.
- In addition to the soft spot repair, there were several areas that required additional thickness of asphalt pavement to bridge soft areas, and this is the primary reason for the as-built quantity of asphalt exceeding the original project estimate.
- You will also see a deduction in the cost tabulation for "P-401 Adjustment Lot 1". This is due to a material anomaly identified in quality control testing of asphalt placed in the test section which was found to be within acceptance criteria, but ineligible for full payment. Subsequent to that Lot, adjustments to the plant production were made, and all subsequent asphalt material met technical specifications for full payment.
- The original estimated quantity of aggregate base course material did not include the entire area of full depth reconstruction, however this proved impractical to separate the existing pavement for removal and preserve the base course. The as-built quantity is therefore greater than the estimate.
- It was determined that the prime coat and seeding were not required and were deleted.

The total construction cost for as-built quantities is \$339,174.00 which is well under the original project budget.

Given the significant instability issues and conditions encountered, this has been a successful project, and a credit to the professionalism and care of the contractor. We are in the process of summarizing all testing and reporting information and compiling a final report which we will distribute to both Cities and UDOT to close the project.

Once you have looked over these items, please give me a call if you would like to discuss or have any questions.

Regards,

Mike



Michael Carr, P.E.

Airport Engineer

861 Rood Avenue, Grand Junction CO 81501

O: [970.242.0101](tel:970.242.0101) F: [970.241.1769](tel:970.241.1769)

www.armstrongconsultants.com

mcarr@armstrongconsultants.com

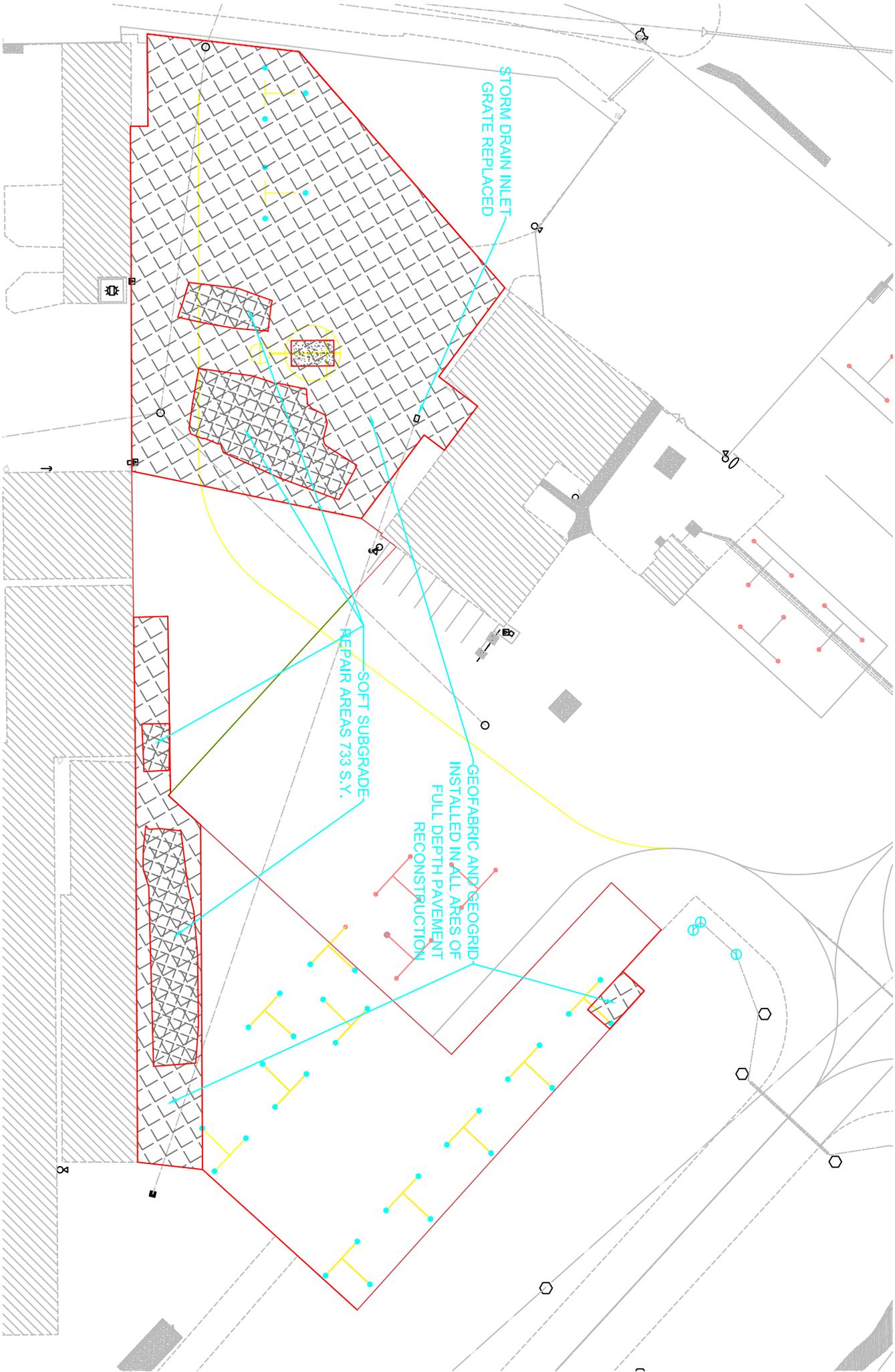
2 attachments



146252100mtc.pdf
162K



7 146252 Spanish Fork Construction Budget.pdf
48K



STORM DRAIN INLET
GRATE REPLACED

SOFT SUBGRADE
REPAIR AREAS 733 S.Y.

GEOFABRIC AND GEOGRID
INSTALLED IN ALL AREAS OF
FULL DEPTH PAVEMENT
RECONSTRUCTION

30

30

1

B

A

B

O

30

1

O

C

SCHEDULE I – APRON REHABILITATION-ASPHALT PAVEMENT MILL & OVERLAY

ITEM	SPEC NO.	ITEM DESCRIPTION	QUAN.	UNIT	MORGAN ASPHALT		QUANTITY BUILT	UNIT PRICE	EXTENSION
					UNIT PRICE	EXTENSION			
1	S-1	Mobilization	1	LS	\$20,000.00	\$ 20,000.00	1.00	\$20,000.00	\$ 20,000.00
2	S-2a	Remove Aircraft Tiedown (Set of 3)	10	EA	\$ 230.00	\$ 2,300.00	10.00	\$230.00	\$ 2,300.00
3	S-2b	Remove Asphalt Mat (Rotomill Partial Depth)	3430	SY	\$ 1.70	\$ 5,831.00	3430.00	\$1.70	\$ 5,831.00
4	S-6	Watering	Incidental	Incidental				\$0.00	\$ -
5	S-10	Aircraft Tiedown (Set of 3)	10	EA	\$ 1,350.00	\$ 13,500.00	10.00	\$1,350.00	\$ 13,500.00
6	S-601	Crack Sealing	1	TON	\$ 4,300.00	\$ 4,300.00	0.33	\$4,300.00	\$ 1,433.33
7	P-401a	Bituminous Surface Course (50 Blow) (3 Inches Thick)	600	TON	\$ 92.00	\$ 55,200.00	618.11	\$92.00	\$ 56,866.12
8	P-401b	Bituminous Material (PG 64-28)	49	TON	\$ 1.00	\$ 49.00	35.56	\$1.00	\$ 35.56
9	P-603	Bituminous Tack Coat	520	GAL	\$ 5.00	\$ 2,600.00	520.00	\$5.00	\$ 2,600.00
10	P-610	Structural Portland Cement Concrete	Incidental	Incidental				\$0.00	\$ -
11	P-620	Pavement Marking	270	SF	\$ 2.00	\$ 540.00	270.00	\$2.00	\$ 540.00
					TOTAL SCHEDULE I	\$ 104,320.00			\$ 103,106.01

SCHEDULE II – APRON REHABILITATION-ASPHALT PAVEMENT REMOVAL & RECONSTRUCTION

ITEM	SPEC NO.	ITEM DESCRIPTION	QUAN.	UNIT	MORGAN ASPHALT		QUANTITY BUILT	UNIT PRICE	EXTENSION
					UNIT PRICE	EXTENSION			
1	S-1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	1.00	\$20,000.00	\$ 20,000.00
2	S-2c	Remove Asphalt Mat (Full Depth)	2870	SY	\$ 3.15	\$ 9,040.50	2905.00	\$3.15	\$ 9,150.75
3	S-2d	Remove Portland Cement Concrete Apron	110	SY	\$ 11.70	\$ 1,287.00	110.00	\$11.70	\$ 1,287.00
4	S-6	Watering	Incidental	Incidental			0.00	\$0.00	\$ -
5	S-10	Aircraft Tiedown (Set of 3)	2	EA	\$ 1,350.00	\$ 2,700.00	2.00	\$1,350.00	\$ 2,700.00
6	P-151	Clearing and Grubbing	Incidental	Incidental			0.00	\$0.00	\$ -
7	P-152	Excavation	200	CY	\$ 26.50	\$ 5,300.00	200.00	\$26.50	\$ 5,300.00
8	P-208	Crushed Aggregate Base Course (6 Inches Thick)	1330	SY	\$ 7.00	\$ 9,310.00	4100.00	\$7.00	\$ 28,700.00
9	P-401a	Bituminous Surface Course (50 Blow) (3 Inches Thick)	740	TON	\$ 92.00	\$ 68,080.00	1013.40	\$92.00	\$ 93,232.80
10	P-401b	Bituminous Material (PG 64-28)	65	TON	\$ 1.00	\$ 65.00	58.32	\$1.00	\$ 58.32
11	P-602	Bituminous Prime Coat	2060	GAL	\$ 3.90	\$ 8,034.00		\$3.90	\$ -
12	P-610	Helicopter Concrete Parking Pad	1	EA	\$ 3,100.00	\$ 3,100.00	1.00	\$3,100.00	\$ 3,100.00
13	P-620	Pavement Marking	150	SF	\$ 2.00	\$ 300.00	150.00	\$2.00	\$ 300.00
14	T-901	Hydraulic Seeding and Mulching	1	AC	\$ 2,600.00	\$ 2,600.00		\$2,600.00	\$ -
		Add geofabric/grid	4060	SY	\$ 5.70	\$ 23,142.00	4100.00	\$5.70	\$ 23,370.00
		Replace inlet	1	EA	\$ 2,500.00	\$ 2,500.00	0.24	\$2,500.00	\$ 600.00
		Soft spot repair	300	SY	\$ 73.20	\$ 21,960.00	733.00	\$75.00	\$ 54,975.00
		P-401 Adjustment Lot 1						\$0.00	\$ (6,705.88)
					TOTAL SCHEDULE II	\$ 177,418.50			\$ 236,067.99
					TOTAL ALL SCHEDULES	\$ 281,738.50			\$ 339,174.00

Total Construction All Schedules	\$	281,738.50	\$	339,174.00
Preliminary and Final Design		\$ 36,900.00		\$ 36,900.00
Construction Phase Services		\$ 36,000.00		\$ 36,000.00
Total Cost		\$ 354,638.50		\$ 412,074.00
UDOT Division of Aeronautics Grant (90%)		\$ 437,022.00		\$ 370,866.60
Local Sponsor Matching Funds (10%)		\$ 48,558.00		\$ 41,207.40
Total Available Funding		\$ 485,580.00		\$ 485,580.00
Funds Surplus / (Deficit)		\$ 130,941.50		\$ 73,506.00

CONTRACT CHANGE ORDER NO. 1

AIRPORT: Spanish Fork - Springville - Woodhouse Field Airport

DATE: Oct. 6, 2015

LOCATION: Spanish Fork, Utah

A.C.I. Project No. 146252

CONTRACTOR:

You are requested to perform the following described Work upon receipt of an approved copy of this document or as directed by the Engineer:

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
1	Install Geofabric and Geogrid to subgrade preparation Schedule II	SY	\$5.70	4,060	\$23,142.00
2	Replace Storm Drain Inlet Box/Grate	EA	\$2,500.	1	\$2,500.00
3	Repair Unstable Subgrade	SY	\$73.20	300	\$21,960.00
This Change Order Total					\$47,602.00
Previous Change Order(s) Total					\$0.00
Original Contract Price					\$234,136.50
Revised Contract Total					\$307,380.50

The time provided for completion in the Contract is unchanged. This document shall become an Amendment to the Contract and all provisions of the Contract will apply. Changes are shown on the attached Quantities Tabulation.

Recommended by: _____
Engineer Date

Approved by: _____
Owner - City of Spanish Fork, Utah Date

Approved by: _____
Owner - City of Springville, Utah Date

Accepted by: _____
Contractor Date

Approved by:: _____
UDOT Aeronautics Date

NOTE: Change Orders and Supplemental Agreements require State approval prior to construction. Otherwise, no State participation can be granted.

AIRPORT: Spanish Fork - Springville - Woodhouse Field Airport
LOCATION: Spanish Fork, Utah

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed Contract change(s) and location(s).
 Item 1: Install Geotextile and Geogrid at subgrade elevations in all Schedule II areas of full depth asphalt construction.
 Item 2: Replace Storm Drain Inlet Box with Grate west side of apron.
 Item 3: At least 2 relatively small areas require some additional work to repair soft subgrade. The best course of action is to excavate to a depth of about 1.5 feet and dispose of that soft material, place stabilization fabric (extended up the sides of the excavations), and place about 1 foot depth pit run type material to subgrade elevation. Remove and replace fabric and geogrid and replace base course over a larger area to ensure minimum lapping of fabric and geogrid under the base course.

2. Reason(s) for the change(s). (Continue on reverse if necessary.)
 Item 1: Excavation to subgrade elevations disclosed unstable subgrade soils not amenable to scarification and compaction as per plan. It is expected that installation of Geotextile and Geogrid at subgrade elevations in all Schedule II areas of full depth asphalt construction will provide increased stability for new pavement section.
 Item 2: The existing storm drain inlet box at the west side of the apron is highly weathered and there is no grated cover. In its current state it presents a safety hazard and poor drainage flow. Replacement will alleviate hazard and improve drainage characteristics.
 Item 3: The existing subgrade in some areas is unstable and must be repaired. The proposed repairs will provide adequate support for the apron pavements.

3. Justifications for Unit Prices or Total Cost.
 The Contractor has prepared cost estimates with firm unit costs.

4. The Sponsor's share of this cost is available from:
 The cost for both items is within available funding budget,

5. If this is Supplemental Agreement involving more than \$2,000, is the Cost Estimate based on the latest wage rate decision? Yes ___ No ___ Not Applicable X

6. Has Consent of Surety been obtained? Yes ___ No ___ Not Applicable X

7. Will this change affect the insurance coverage? Yes ___ No X

8. If yes, will the policies be extended? Yes ___ No ___

9. Has this Change Order been discussed with State officials?
 Yes X No ___ When September 25, 2015 With Whom Craig Ide

Comment _____



STAFF REPORT

DATE: November 6, 2015
TO: Honorable Mayor and City Council
FROM: Chief Scott Finlayson
SUBJECT: Evidence, Found or Seized Property Converted to City Use

RECOMMENDATION

Approve and accept this list of items to officially turn over to the City for various departments to use.

DISCUSSION

Over the past year Springville City has come into possession of property by way of criminal cases, found property or property seized in connection with a case that cannot be returned to its owner. We cannot return the items to the original owner because for one of several reasons.

1. They may not legally possess the item.
2. The person we seized the property from was not the rightful owner and we cannot find the rightful owner.
3. The property was found and the rightful owner cannot be located.

All property on this list, if it was involved in a criminal case, was released for the department to dispose of. Of the hundreds of items we obtain and dispose of these items are the only ones that have value or being used by the City.

Converting these items to City use will save the City money and is permitted by law. Items not converted to City use are disposed of by public auction through PropertyRoom.com and the City receives about 45% of the sale proceeds.

The following items are presented for conversion to City use:

- | | | |
|----|------------------------------------------------------------|-----------------------|
| 1. | Mechanics 53 pc. Wrench Set
suspect stealing car parts. | Confiscated from |
| 2. | 3 ton Floor Jack
Could not locate owner. | Stolen and recovered. |
| 3. | 1.5 ton Floor Jack
Could not locate owner. | Stolen and recovered. |
| 4. | Gas Can
Could not locate owner. | Stolen and recovered. |

5.	Dewalt Chop Saw Could not locate owner.	Stolen and recovered.
6.	Honda Power Washer Could not locate owner.	Stolen and recovered.
7.	Craftsman Snowblower Could not locate owner.	Stolen and recovered.
8.	Dewalt Sawsall	Tool not identified as stolen, but no owner can be located.
9.	Rigid Sander	Tool not identified as stolen, but no owner can be located.

Items 1 through 7 listed above would be turned over the Central Shop for use. Items 8 and 9 will be retained by the police department for “bait” items for use in construction theft cases.

ALTERNATIVES

Do not convert this items for City use and sell them at auction.

FISCAL IMPACT

There is no direct fiscal cost to converting these items to City use. The proceeds for the sale of these items is estimated at less than \$1000.00 in revenue to the City.

Name: J. Scott Finlayson

Title: Director of Public Safety/Chief of Police



STAFF REPORT

DATE: November 3, 2015

TO: Mayor and City Council

FROM: Bradley D. Stapley, Director of Public Works

**SUBJECT: SR-51 & 1600 S INTERSECTION IMPROVEMENTS – UDOT
COOPERATIVE AGREEMENT**

RECOMMENDED ACTION

Motion to approve a Cooperative Agreement between the Utah Department of Transportation (UDOT) and Springville City for the purpose of intersection improvements at the intersection of 1600 South and State Route 51 in Springville City by widening the street cross-section to allow for left and right turn lanes for each leg of the intersection.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

The Springville City General Plan's Transportation and Circulation section lists the following goal:

To provide and maintain a vibrant multi-modal transportation network that encourages flow, safety, and a consideration for the aesthetics of the community.

SUMMARY OF ISSUES/FOCUS OF ACTION

This Cooperative Agreement between UDOT and Springville City will allow the use of State and Federal funds to improve the safety of the 1600 South & State Route 51 intersection by widening the street cross-section to allow for left and right turn lanes for each leg of the intersection.

The addition of a traffic signal is not contemplated in this project.

DISCUSSION

State Route 51 is a two (2) lane high speed (50 mph) roadway that 1600 South intersects in a modified "Tee" configuration. Considerable residential development has increased traffic volumes on 1600 South. Additionally, there is a concrete batch plant and the Nebo School District Bus Yard located on 1600 South that generates considerable amounts of traffic as well.

There are currently no dedicated turn lanes at the intersection, resulting in slow-downs and associated traffic back-ups as vehicles approach the intersection in anticipation of turning movements.

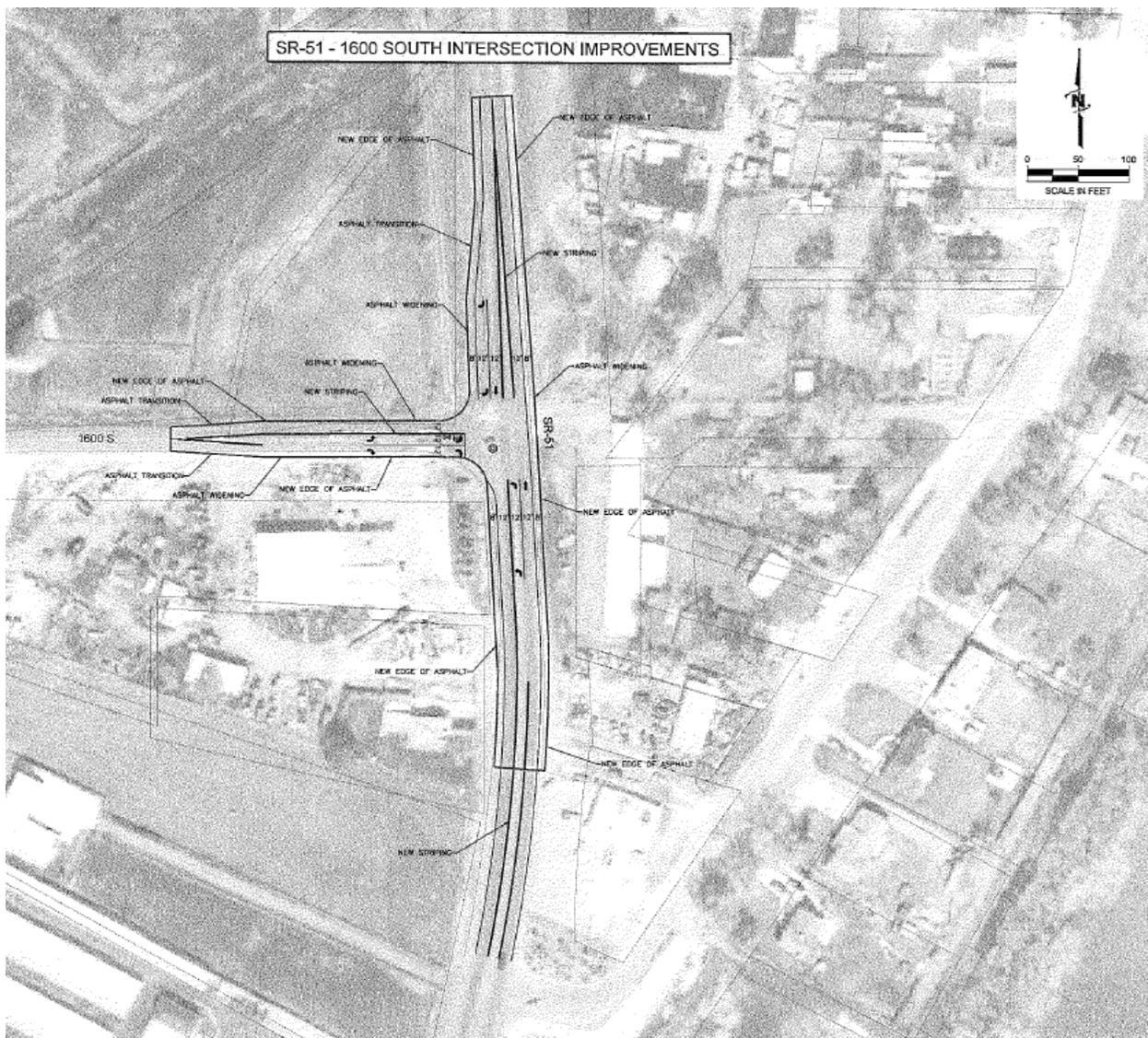
This project will add turning lanes on SR-51 and 1600 South as safety enhancements. The addition of these turning lanes will allow for proper channelization of the turning movements, thus allowing non-turning traffic to freely move through the intersection.

FISCAL IMPACT

There is no monetary impact to the City if the project costs are kept within the \$884,000 budget amount.

Should the cost of the project exceed the \$884,000 budgeted amount, or should the City request improvements beyond the project scope, those costs would be the City's responsibility.

PROJECT HIGHLIGHTS



SR-51 & 1600 S Intersection Improvements

COOPERATIVE AGREEMENT

F-0051(4)2; Utah County
Springville 1600 S SR-51 Turn Lanes
SR-51; MP 2.41 – 2.42
Authority No. 54366; Pin 13064

SPRINGVILLE CITY

Federal ID No. 876000285

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**,” and **SPRINGVILLE CITY**, a municipal corporation of the State of Utah created, hereinafter referred to as the “**CITY**”,

RECITALS:

WHEREAS, the **CITY** applied to the Mountainlands Association of Governments for a project to improve the intersection of 1600 South and SR-51 by adding left and right turn lanes and received approval and federal funding for the project; and

WHEREAS, **UDOT** desires to provide additional funding for the spot improvement at the intersection of 1600 South and SR-51;

WHEREAS, both the **CITY** and **UDOT** agree that the construction of this project will be of benefit of both parties and the travelling public;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The **CITY** agrees to **UDOT** administering the project through the design and construction phases of the project. **UDOT** will use its normal practices, procedures, and standards throughout the project life.
2. **UDOT** and the **CITY** agree to collaborate on all work phases and decisions on the project.
3. **UDOT** agrees to invite **CITY** representatives to all project meetings and will accept **CITY** comments on the design and construction and will incorporate them into the project unless a standard practice is violated.
4. The **CITY** agrees to provide all information related to the project, including designs, as built, etc. to **UDOT** at no charge. The **CITY** further agrees to assist **UDOT** in

COOPERATIVE AGREEMENT

F-0051(4)2; Utah County
Springville 1600 S SR-51 Turn Lanes
SR-51; MP 2.41 – 2.42
Authority No. 54366; Pin 13064

SPRINGVILLE CITY

Federal ID No. 876000285

obtaining approvals, any right of way, easements, etc.

- 5. The following table represents the funding for this project. **UDOT** agrees to pay the required local match for the **CITY** for the federal funds listed in the table using spot safety funds. This is calculated at the current funding formula of 6.77% of the total project cost and amounts to \$52,535.20. **UDOT** also agrees to provide an additional \$47,464.80 for project improvements related to the roadway improvements. The **CITY** agrees to pay for all costs over and above \$876,000. **UDOT** will invoice the **CITY** for any overruns through the **UDOT** Comptroller’s office and the **CITY** agrees to promptly pay any properly presented invoices for this project.

State Wide Transportation Improvement Program STIP 2015 - 2018

Fund*	Prior	2015	2016	2017	2018	Total	Fed Aid	State	Other	Pct
STP_SU_MAG	\$0	\$0	\$260,000	\$0	0	\$260,000	\$260,000	\$0	\$0	100.00
STP_URB_P/O	\$0	\$100,000	\$416,000	\$0	\$0	\$516,000	\$516,000	\$0	\$0	100.00
ST_MATCH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
ST_SPOT_SFTY	\$0	\$0	\$100,000	\$0	\$0	\$100,000	\$0	\$100,000	\$0	.00%
Total:	\$0	\$100,000	\$776,000	\$0	\$0	\$876,000	\$0	\$100,000	\$0	.00%

- 6. **UDOT** shall allow the **CITY** to review all project cost records pertaining to this project.
- 7. The **CITY** will pay 100% of any requested betterments over and above the originally approved project scope.
- 8. The **CITY** project manager for this project will be Mr. Brad Stapley (BStapley@springville.org) unless and until the **CITY** designates an alternate contact.
- 9. Neither the **CITY** nor **UDOT** shall charge the other agency for it’s internal costs related to this project. These include but are not limited to those associated with project management, engineering services for design verification, contract advertising and construction engineering.
- 10. The **CITY** and **UDOT** agree that this agreement may be terminated by:
 - A. By mutual agreement of the parties, in writing

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- B. By either **UDOT** or the **CITY** for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.

 - C. By **UDOT** for the convenience of the state upon written notice to the **CITY**.

 - D. In the event of termination the **CITY** shall pay all of **UDOT's** costs related to requested and approved betterments or those caused by overruns over the authorized project amount.
11. Each Party agrees to hold harmless and indemnify the other agency, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Agency's negligent or intentional acts, errors or omissions in the performance of this Project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from Agency's negligent or intentional acts, errors or omissions in the performance of this Project.
12. **MISCELLANEOUS**
- A. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.

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B. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between **UDOT** and **City**.

C. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

COOPERATIVE AGREEMENT

F-0051(4)2; Utah County
Springville 1600 S SR-51 Turn Lanes
SR-51; MP 2.41 – 2.42

Authority No. 54366; Pin 13064

SPRINGVILLE CITY

Federal ID No. 876000285

ATTEST:

SPRINGVILLE CITY, a municipal
corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region 3 Utilities and Railroads Leader

By: _____
Region Director

Date: _____

Date: _____

COMPROLLER OFFICE

By: _____
Contract Administrator

Date: _____



STAFF REPORT

DATE: November 12, 2015

TO: Honorable Mayor and City Council

FROM: **John Penrod, Assistant City Administrator/City Attorney; Alex Roylance, Director of Buildings and Grounds**

SUBJECT: PARKS IMPACT FEE ANALYSIS, PARKS IMPACT FEE FACILITY PLAN, AND PARKS IMPACT FEES

RECOMMENDED MOTION

Motion to adopt Ordinance #_____ adopting the Springville City Parks, Trails, and Recreation Impact Fee Facilities Plan, the Parks, Trails, and Recreation Impact Fee Analysis, and enacting Parks, Trails, and Recreation Impact Fees.

SUMMARY OF ISSUES/FOCUS OF ACTION

The City has adopted a Parks, Trails, and Recreation Master Plan and has set a Parks, Trails, and Recreation Impact Fee. Funds collected from the impact fees allow the City to develop parks, trails, and recreation facilities according to the City's Master Plan. It is required that plans and fees be updated to ensure that funds are being properly collected and used.

BACKGROUND

Springville City has excellent Parks and Recreation programs. Since our current Parks, Trails, and Recreation Impact Fee was adopted we have been able to complete many projects to serve new development. Parks Impact Fees have been a vital part of making Springville the wonderful community that it is.

The City procured the services of Zions Public Finance to do a study of our current Parks, Trails, and Recreation Impact Fees, Parks and Trails Master Plans, and Parks Capital Facilities Plans. Zions Public Finance studied the current state of our parks system, our needs for parks and trails as future development occurs, and how impact fees can be adequately and legally used to fund necessary growth in our parks and trails systems to support new development within the City. During the course of the study, Zions Public Finance considered objectives set forth in the City's Master Plan to ensure that all proposed future development is in harmony with the City's goals for its citizens.

DISCUSSION

CITY COUNCIL AGENDA

Meeting Date

The proposed Impact Fee Analysis, Impact Fee Facilities Plan, and Parks, Trails, and Recreation Impact Fee would address the following areas:

- 1- Our current service level for park area is 7.67 acres of parks per 1000 residents. The new plan proposes that the City provide a service level of 5.5 acres of parks per 1000 residents. The proposed plan follows the guidelines set forth in the City's Master Plan for neighborhood parks and community parks.
- 2- With respect to regional parks, our current Parks, Trails, and Recreation plan includes all acres in Jolley's Ranch and the golf course as part of a regional park system/service level. The proposed plan includes only the parts of Jolley's Ranch, and other parks, that are developable and/or that can be developed for the open use of all patrons in the service level. The level of service does not include the golf course property. As a result of this change, only 35 acres of Jolley's Ranch are included in our level of service.
- 3- The proposed Impact Fee Facilities Plan states that the City will not need to acquire additional park land through 2021 in order to maintain the proposed level of service. The Plan does state that monies acquired should be spent to improve already acquired lands and increase our inventory of trails.
- 4- In order to maintain our proposed service levels through 2021, the following improvements would need to be made:
 - Add an additional 15 mowed acres of park (\$1,886,424.42).
 - An additional \$202,910.14 of parking improvements.
 - An additional \$1,735,412 of park improvements.
 - An additional \$115,626 of asphalt trails.
 - An additional \$124,146 of concrete trails.
 - An additional \$25, 212 in trail structures.
- 5- The Impact Fee Analysis has concluded that the City could charge a Maximum Allowable Impact Fee of:
 - \$4,072.21 for a single family unit (average household size of 3.44 people)
 - \$3,468.48 for a multi-family unit (average household size of 2.93 people)

These maximum allowable impact fee amounts are higher than the City's current impact fee of \$4,088 for a single family unit and \$3,282 for a multi-family unit.

Based upon prior discussions with the City Council, the proposed enactment ordinance sets the parks impact fee at the following amounts:

- \$3,715.00 for a single family unit
- \$3,164.00 for a multi-family unit.

The lower amount is to help promote development and stay below the maximum allowable impact fee. The downside for adopting a fee below the maximum allowable fee is that the City may be required to find other funding sources to cover shortages in

monies needed to complete park projects for new development that could be funded through the impact fees.

- 6- The proposed Impact Fee Analysis, Impact Fee Facilities Plan, and Parks, Trails and Recreation Impact address only the costs of constructing improvements within the boundaries of parks and trails. All off-site improvements such as streets, utilities, storm drains, sidewalks, curb and gutter, etc. will need to be funded from sources apart from the proposed Parks, Trails, and Recreation Impact Fees.

ALTERNATIVES

- Adopt Parks, Trails, and Recreation Impact Fees at a different rate than recommended.
- Change the proposed level of service and adjust the proposed Parks, Trails, and Recreation Impact fees to meet that level of service.
- Not adopt Parks, Trails, and Recreation Impact Fees and find other sources to fund parks improvement projects.

FISCAL IMPACT

The adoption of the proposed Parks, Trails, and Recreation Impact Fees will allow the City to receive monies based on new development for the specific intent of developing parks and maintaining our parks service levels.

Name: Alex Roylance/ John Penrod

Title: Director of Buildings and Grounds/ Assistant City Administrator- City Attorney

Attachments: Parks, Trails, and Recreation Impact Fee Analysis

Parks, Trails, and Recreation Impact Fee Facilities Plan

Proposed Ordinance # _____

Cc:



Springville City

DRAFT Parks, Trails and Recreation
Impact Fee Facilities Plan

September 2015

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Summary of Impact Fee Facilities Plan

Springville City (“City”) has determined that it is in the best interests of the City to evaluate charging impact fees to offset the costs associated with new development in the City and has accordingly prepared this Impact Fee Facilities Plan (IFFP) for Parks, Trails and Recreation.

After extensive consideration, the City has determined that there is one service area citywide and that all park improvements, mowed acres and trails are currently at capacity in 2015, with the exception of park land that has excess capacity sufficient to serve new development through approximately 2031 to 2032 and the skate park which has sufficient capacity to serve new development through 2060. This determination of service levels is based upon input from City staff and internal assessment of facility usage at peak periods. Therefore, the City desires to maintain its existing service levels for park improvements, mowed acres and trails and to have new development buy in to the excess capacity in the park land and the skate park.

Only residential development creates demand for parks, trails and recreation facilities and therefore only residential growth has been considered in the determination of impact fees. Springville has a 2015 population of 33,060 persons and is expected to grow to 37,823 persons by 2021, and to a population of 40,890 persons by 2025. The City is poised for significant growth in the future, increasing to a projected population of 61,600 persons by 2060.

The costs included in this IFFP do not include all of the additional costs for roads, storm, sewer and water that are associated with the development of parks.

Identify the Existing and Proposed Levels of Service and Excess Capacity - *Utah Code 11-36a-302(1)(a)(i)(ii)(iii)*

The IFFP considers only *system* facilities in the calculation of impact fees. For the City, this has been determined to mean neighborhood, community and regional parks. Pocket parks are considered *project* improvements and have not been included in the calculation of impact fees.

Existing service levels are based on the current (2015) levels of service in the City for parks and trails. The City has sufficient capacity in park land to serve the needs of new development through approximately 2031 to 2032 – to a standard of 5.50 acres per 1,000 persons. Park improvements (other than land and the skate park) are considered to be at capacity as of 2015. Trail miles and accompanying trail structures are considered to be at capacity. The City desires to use the existing excess capacity in its park land and skate park, and to maintain existing service levels for park improvements, mowed acres, trail miles and trail structures. Service levels have first been measured in terms of acres per 1,000 persons for park land and mowed acres; in terms of square feet per 1,000 persons for parking and trails; and in terms of level of service in dollar terms per capita for park improvements, trail structures and the skate park.

TABLE 1: SUMMARY OF EXISTING SERVICE LEVELS, PROPOSED SERVICE LEVELS AND EXCESS CAPACITY

Category	Demand Unit	Existing LOS	Proposed LOS	Excess Capacity
Park Land	Acres per 1,000	7.67	5.50	2.17
Park Improvements	Dollar Amount per Capita	\$364.35	\$364.35	-
Park Mowed Acres	Acres per 1,000	3.19	3.19	-

Category	Demand Unit	Existing LOS	Proposed LOS	Excess Capacity
Parking	Dollar Amount per Capita	\$42.60	\$42.60	-
Skate Park	Dollar Amount per Capita	\$9.07	\$4.87	\$4.20
Trails SF	Dollar Amount per Capita	\$50.34	\$50.34	-
Trail Structures	Dollar Amount per Capita	\$5.29	\$5.29	-

The service levels shown in Table 1 are then converted to an equivalent dollar amount per capita for all parks, trails and recreation categories for ease in calculating fees and to demonstrate that parks, recreation and trails work together to create one complete system of facilities.

TABLE 2: SUMMARY OF EXISTING SERVICE LEVELS, PROPOSED SERVICE LEVELS AND EXCESS CAPACITY

LOS Summary Table	Existing LOS per Capita in \$ Terms	Proposed LOS per Capita in \$ Terms	Excess Capacity per Capita
Park Land	\$485.52	\$347.96	\$137.55
Park Improvements	\$364.35	\$364.35	\$0.00
Park Mowed Acres	\$396.06	\$396.06	\$0.00
Parking	\$42.60	\$42.60	\$0.00
Trails – Asphalt & Concrete	\$50.34	\$50.34	\$0.00
Trail Structures	\$5.29	\$5.29	\$0.00
Skate Park	\$9.07	\$4.87	\$4.20

Identify Demands Placed Upon Existing Public Facilities by New Development Activity at the Proposed Level of Service - *Utah Code 11-36a-302(1)(a)(iv)*

Parks

If no new *system* park facilities are added, the park level of service¹ for park *land* will decline from the existing level of service of \$485.52 per capita to \$424.38 in 2021 as excess capacity in the system is used up.² The proposed service level is 5.5 acres per 1,000 persons, or \$347.96 per capita.

The level of service for park *improvements* will decline from \$364.35 per capita in 2015 to \$318.47 in 2021, which is less than the proposed service level of \$364.35 per capita. These declining service levels are attributable to new development and population growth in Springville City, which is estimated to be an increase of 4,763 persons between 2015 and 2021.

The level of service for park *mowed acres* will decline from \$396.06 per capita in 2015 to \$346.18 in 2021, which is less than the proposed service level of \$396.06 per capita. The level of service for *parking* will decline from \$42.60 per capita in 2015 (existing level of service) to \$37.24 in 2021. The proposed standard is a level of service of \$42.60 per capita.

The skate park has significant excess capacity that can be used to serve the needs of the City through approximately 2060, or an estimated population of 61,600. With a cost of \$300,000, the

¹ Does not include gifted acres.

² Calculations are explained in detail in the body of this report.

existing level of service for the skate park is \$9.07 per capita; the proposed level of service, based on reaching capacity in 2060, is \$4.87 per capita.

Trails

If no new trails (asphalt and concrete) are constructed, the trails level of service will decline from the existing \$50.34 per capita to \$44.00 by 2021. This is less than the proposed service level for trails of \$50.34 per capita.

Trail structure development is closely correlated with the development of trails. As new trail miles are built, new trail structures must be built to accompany them. Therefore, due to the construction of new trail miles required to maintain the existing level of service as the proposed level of service, new trail structures must also be built to maintain the existing level of service as the proposed level of service. If no new trail structures are built, the trails level of service will decline from the existing \$5.29 per capita to \$4.63 by 2021. This is less than the proposed service level for trails of \$5.29 per capita.

Identify How the Growth Demands Will Be Met - Utah Code 11-36a-302(1)(a)(v)

Parks

The City will not need to acquire additional park land but will need to make other park improvements in order to maintain its proposed level of service through 2021. Park improvement service levels will decline, as a result of population growth, unless new park improvements are constructed or acquired.

Park improvements can be added for an estimated cost of \$47,477.43 per acre based on the level of service for improvements established by the City; and \$4.00 per asphalt square foot for parking. Based on these standards, the City will need to spend \$1,735,411.69 on park improvements and \$202,910.14 for an additional 50,727.53 square feet of parking space. The City will also need an additional 15.20 mowed acres at an estimated cost of \$1,886,424.42.

TABLE 3: SUMMARY OF PARK IMPROVEMENT COSTS NECESSITATED BY NEW DEVELOPMENT, 2015 - 2021

Summary of Increased Improvement Costs, 2015-2021³	
Park Improvements	\$1,735,411.69
Mowed Acres	\$1,886,424.42
Parking	\$202,910.14
Total Park Improvements	\$3,824,746.25

The City will not need to construct any additional skate park facilities but will rather require new development to buy in to its fair share of the existing skate park.

Trails

The City will also need to maintain service levels for trails square feet. The City currently has 200,640 square feet of asphalt trails and 107,712 square feet of concrete trails. This results in

³ All impact fees collected must be spent within a six-year period from when they are collected.

service levels of 6.069 asphalt square feet per capita and 3.258 concrete square feet per capita. With anticipated population growth of 4,763 persons between 2015 and 2021, the City will need an additional 28,906 asphalt square feet of trails and 15,518 concrete square feet of trails. Based on costs of \$4.00 per square foot for asphalt and \$8.00 per square foot for concrete, the City will incur additional cost of \$239,771.67 in order to meet the demands of growth.

The City will also need to construct additional trail structures in order to maintain desired service levels. Currently the City has a level of service of \$5.29 per capita. In order to maintain this level of service the City will need to invest an additional \$25,212 in trail structures by 2021.

Consideration of Revenue Sources to Finance Impacts on System Improvements - *Utah Code 11-36a-302(2)*

This Impact Fee Facilities Plan includes a thorough discussion of all potential revenue sources for parks, recreation, and trails improvements. These revenue sources include grants, bonds, inter-fund loans, transfers from the General Fund, impact fees and anticipated or accepted dedications of system improvements.

DRAFT

Utah Code Legal Requirements 11-36a

Utah law requires that communities prepare an Impact Fee Facilities Plan (IFFP) before preparing an Impact Fee Analysis (IFA) and enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFFP. This IFFP follows all legal requirements as outlined below. The City has retained Zions Bank Public Finance (ZBPF) to prepare this Impact Fee Facilities Plan in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Facilities Plan

A local political subdivision must provide written notice of its intent to prepare an IFFP before preparing the Plan (Utah Code §11-36a-501). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFFP by posting notice on June 6, 2014. A copy of the notice is included in Appendix A.

Preparation of Impact Fee Facilities Plan

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee facilities plan. (Utah Code 11-36a-301).

Section 11-36a-302(a) of the Utah Code outlines the requirements of an impact fee facilities plan which is required to identify the following:

- (i) identify the existing level of service
- (ii) establish a proposed level of service
- (iii) identify any excess capacity to accommodate future growth at the proposed level of service
- (iv) identify demands placed upon existing facilities by new development activity at the proposed level of service; and
- (v) identify the means by which the political subdivision or private entity will meet those growth demands.

Further, the proposed level of service may:

- (i) exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or
- (ii) establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.

In preparing an impact fee facilities plan, each local political subdivision shall generally consider all revenue sources to finance the impacts on system improvements, including:

- (a) grants
- (b) bonds
- (c) inter-fund loans

- (d) transfers from the General Fund
- (e) impact fees; and
- (f) anticipated or accepted dedications of system improvements.

Certification of Impact Fee Facilities Plan

Utah Code states that an impact fee facilities plan shall include a written certification from the person or entity that prepares the impact fee facilities plan. This certification is included at the conclusion of this analysis.

DRAFT

Impact Fee Facilities Plan

After extensive consideration, the City has determined that there is one service area citywide and that all park improvements, mowed acres and trails are currently at capacity in 2015, with the exception of park land which has excess capacity sufficient to serve new development through approximately 2031 to 2032 with a service level of 5.50 acres per 1,000 residents. The skate park has sufficient capacity to serve new development through 2060. This determination of service levels is based upon input from City staff and internal assessment of facility usage at peak periods. Therefore, the City desires to maintain its existing service levels for park improvements, mowed acres and trails and to have new development buy in to the excess capacity in the park land and the skate park.

Only residential development creates demand for parks, trails and recreation facilities and therefore only residential growth has been considered in the determination of impact fees. Springville has a 2015 population of 33,060 persons and is expected to grow to 37,823 persons by 2021, and to a population of 40,890 persons by 2025. The City is poised for significant growth in the future, increasing to a projected population of 61,600 persons by 2060.

This IFFP is organized based on the legal requirements of Utah Code 11-36a-302.

1 Existing Service Levels

Utah Code 11-36a-302(1)(a)(i): an impact fee facilities plan shall identify the existing level of service;

Impacts on recreation-related facilities will come from residential development only. Residential growth is projected as follows:

TABLE 4: POPULATION GROWTH

Year	Population	Population Growth
2015	33,060	
2016	33,830	770
2017	34,618	788
2018	35,424	806
2019	36,249	825
2020	37,093	844
2021	37,823	730
Total		4,763

Source: Governor's Office of Management and Budget

Population projections were felt to be reasonable given the City's past history of growth. On average, Springville grew by 898 persons per year between 2000 and 2010.⁴

⁴ The 2000 population of Springville was 20,719 persons; the 2010 population was 29,703. This averages growth of 898 persons per year.

Parks

The following three tables list the parks in the City of Springville that qualify as system parks. Pocket parks, which represent project rather than system improvements, have not been included in the analysis.

TABLE 5: EXISTING NEIGHBORHOOD PARKS

Park	Address	Acres
Big Hollow Park	350 East Evergreen Road	3.76
Bird Park	1100 East 900 South	8.12
Cherrington Park	1950 East 400 South	10.70
Child Park	150 South 1300 East	3.17
Civic Center	110 South Main Street	3.20
Clyde Park	1300 South 1200 East	4.00
Dry Creek Parkway	1200 West 1400 South	15.82
Hobble Creek Park	1250 South 2200 East	6.00
Holdaway Park	550 East 400 North	3.56
Kelvin Grove Park	1400 West 1500 South	6.59
Kolob Park	600 South 700 East	3.00
Memorial Park	200 South 600 East	9.00
Ray Arthur Wing Park	150 North 550 West	5.00
Spring Creek	700 North 800 East	8.80
Total Neighborhood Park Acres		90.72

TABLE 6: EXISTING COMMUNITY PARKS

Park	Address	Acres
Community	900 North 1200 West	50.00
Kelly's Grove	Hobble Creek Canyon Road	24.00
Rotary Centennial	Hobble Creek Canyon Rd./Left Fork	3.00
Rotary Park	Hobble Creek Canyon Rd./ Left Fork	9.00
Spring Acres Arts	625 South 1350 East	13.99
Wayne Bartholomew Family	2600 East Canyon Road	28.00
Total Community Park Acres		127.99

TABLE 7: EXISTING REGIONAL PARKS

Park	Address	Acres
Jolleys Ranch ⁵	Hobble Creek Canyon Rd./Right Fork	360.00*
Total Regional Park Acres		35.00*

⁵ Only 70 acres of Jolleys Ranch is considered to be developable. Of the 70 acres, 35 acres are in a campground that is not included in this analysis. Therefore, for the purpose of impact fees, only 35 acres have been included in the calculation of service levels.

Neighborhood parks have a total of 90.72 acres; community parks total 127.99 acres; and regional parks total 35 acres, for a grand total of 253.71 acres of system parks that are eligible for inclusion in the level of service for the calculation of impact fees.

TABLE 8: SUMMARY OF PARK ACRES BY TYPE

Park Type	Acres
Neighborhood	90.72
Community	127.99
Regional	35
Total Park Acres	253.71

The existing level of service for parks is 7.67 acres per 1,000 residents, calculated by dividing the 253.71 eligible park acres by the 2015 population of 33,060 (which has been divided by 1,000). The existing level of service for park land is \$485.52 per capita.⁶

Existing park improvements are shown in detail in Appendix B of this IFFP. The Table below summarizes the improvements, along with the costs, to determine an existing standard for park improvements (not including land, irrigation/sod costs and parking/asphalt costs which are treated separately in this analysis).

TABLE 9: SUMMARY OF PARK IMPROVEMENT COSTS

Existing Service Levels - SYSTEM Parks Only	Quantity	Cost per Unit	Amount
Restrooms	18	\$150,000	\$2,700,000
Pavilions	19	\$90,000	\$1,710,000
Walking Paths	0.00	\$70,000	\$0
Tot Lots/Swings/Play Structures	22.00	\$65,000	\$1,430,000
Picnic Tables	173.00	\$2,000	\$346,000
Bike Racks	4.00	\$500	\$2,000
Barbecues	105.00	\$300	\$31,500
Drinking Fountains	24.00	\$1,500	\$36,000
Basketball Court	4.00	\$35,000	\$140,000
Tennis Court	2.00	\$120,000	\$240,000
Volley Ball Court	4.00	\$15,000	\$60,000
Baseball Field	10.00	\$400,000	\$4,000,000
Splash Pad	1.00	\$600,000	\$600,000
Bartholomew Park Costs			\$750,000
TOTAL			\$12,045,500
Cost per Acre			\$47,477.43

⁶ Based on land costs of \$63,265.91 per acre. The land cost is calculated on the 2006 and later refunded 2014 Sales Tax Revenue Bond which shows costs of \$4,080,651 for the purchase of 64.5 acres for systemwide park land, or an average of \$63,266 per acre.

The existing level of service for park improvements is therefore calculated by taking the total costs of \$12,045,500 and dividing by the existing population of 33,060. The existing level of service for park improvements is therefore \$364.35 per capita.

In addition, there are costs associated with mowed acres at the parks. The initial capital costs for sod and irrigation are estimated at \$2.85 per square foot and a total of 105.47 mowed acres that are eligible for impact fees. In order to maintain the current standard of 3.19 mowed acres per 1,000 residents, the cost will equal \$396.06 per capita.⁷

Park service levels also include asphalt for parking stalls associated with park development. The City currently has measured 352,100 square feet of asphalt parking space at City parks. This is the equivalent of 10,650.33 square feet per 1,000 persons or 10.65 square feet per capita.⁸ The service level is \$42.60 per capita.⁹

TABLE 10: SUMMARY OF PARK PARKING SPACE

Park	Square Feet
Big Hollow Park	5,000
Clyde Park	7,500
Hobble Creek Park	8,300
Holdaway Park	9,800
Kelvin Grove Park	5,500
Ray Arthur Wing Park	7,000
Spring Creek	24,000
Community	63,000
Jolleys Ranch	116,000
Kelly's Grove	86,000
Spring Acres Arts	20,000
Total Parking	352,100
Trails	

The City currently has two types of trails: asphalt and concrete. There are 200,640 square feet of asphalt trails and 107,712 square feet of concrete trails. Therefore, the existing level of service is 6.069 square feet of asphalt trails per capita¹⁰ and 3.258 square feet of concrete trails per capita.¹¹ The existing level of service in dollar terms is \$24.28 per capita for asphalt trails, calculated by multiplying the 6.069 square feet per capita by a cost of \$4.00 per square foot; the level of service for concrete trails is \$26.06 per capita, calculated by multiplying the 3.2581 square feet per capita by a cost of \$8.00 per square foot.

⁷ Calculated by multiplying 43,560 square feet in an acre by \$2.85 per square foot for the cost of sod and irrigation multiplied by 105.47 acres to arrive at a total level of service of \$13,093,678.62. The total cost is then divided by the 2015 population of 33,060 to arrive at a cost per capita of \$396.06.

⁸ Calculated by dividing 352,100 square feet by the 2015 population of 33,060.

⁹ Calculated by multiplying the 352,100 existing square feet by a cost of \$4.00 per square foot to arrive at a total cost of \$1,408,400 which is then divided by the 2015 population of 33,060 persons.

¹⁰ Calculated by dividing 200,640 asphalt square feet by the 2015 population of 33,060.

¹¹ Calculated by dividing 107,712 concrete square feet by the 2015 population of 33,060.

The City currently has five trailheads. The estimated cost per trailhead is \$35,000, which represents a total level of service of \$175,000. This represents a service level of \$5.29 per capita.¹²

TABLE 11: EXISTING TRAILHEADS

Trails	# of Trailheads	Trailhead Amount
Canyon Road Park	1	\$35,000
Devon Glen Park	1	\$35,000
Pebble Creek Park	1	\$35,000
Community Park	1	\$35,000
Rotary Centennial	1	\$35,000
Total Existing Trailheads	5	\$175,000

2 Proposed Service Levels

Utah Code 11-36a-302(1)(a)(ii): an impact fee facilities plan shall subject to Subsection (1)(c), establish a proposed level of service

Parks

The City has determined that its park land will be at capacity sometime between 2031 and 2032; park improvements, including mowed acres and parking, are at capacity as of 2015. The City desires to maintain a standard of 5.50 acres per 1,000 persons for park land and 2015 service levels for park improvements, mowed acres and parking.

Park capacity is difficult to measure. Based on growing demand for sport fields, the need for practice time as well as game time, use of playgrounds during peak hours, etc., the City feels a need, given its rapidly-growing population, to continue to add park facilities in the future to offset the increased demands imposed by new development. Further, input received from City staff suggests that many park improvements and parking are at capacity at peak hours of use. See Appendix C.

An additional justification for the service levels established by the City comes through a review of service levels in other communities in Utah. As the following table shows, Springville's proposed standard of 6.71 acres per 1,000 population is less than that of Provo and St. George, but higher than that of Draper, Highland, Lehi, Saratoga Springs, Sandy and Spanish Fork.

TABLE 12: COMPARISON OF SERVICE STANDARDS IN OTHER COMMUNITIES

City	LOS - Acres per 1,000 Residents	Year Plan Completed
Draper	3.5	2008
Highland	4.87	2008
Lehi	5	2010

¹² Calculated by dividing the existing trail structures level of service of \$175,000 (5 trailheads at a cost of \$35,000 each) by the 2015 population of 33,060.

City	LOS - Acres per 1,000 Residents	Year Plan Completed
Provo	10	2004
Saint George	10	2006
Saratoga Springs	5.93	2011
Sandy City	6.5	2005
Spanish Fork	5.9	2008

The proposed service level for park land is 5.50 acres per 1,000 persons. There is therefore excess capacity in the existing system which should be depleted sometime between 2031 and 2032, assuming that a population of 46,129 is reached during that timeframe. The service level of 5.50 acres per 1,100 persons, in dollar terms, is the equivalent of \$347.96 per capita, calculated by taking the cost per acre of \$63,266 multiplied by the proposed standard of 5.50 acres per 1,000 persons and then dividing by 1,000.

The proposed level of service for park improvements is \$364.35 per capita – the same as the existing service level. The City will need to make an additional \$1,735,411.69 of park improvements by 2021 in order to maintain its existing and proposed service levels. This investment is necessary in order to offset the demands of new development.

The proposed level of service for mowed acres is 3.19 acres per 1,000 persons which is the same as the existing level of service of 3.19 mowed acres per 1,000. The City will need an additional 15.20 mowed acres by 2021 in order to maintain its proposed standard. With a cost per mowed acre of \$124,146, this results in total expenses of \$1,886,424.42, or a cost of \$396.06 per capita.

The proposed level of service for parking is \$42.60 per capita – the same as the existing service level. The City will need to make an additional \$202,910.14 of parking improvements by 2021¹³ in order to maintain its existing and proposed service levels. This investment is necessary in order to offset the demands of new development.

The proposed service level for the skate park is \$4.87 per capita,¹⁴ reflective of the fact that the skate park has significant excess capacity that is considered sufficient to serve the needs of new development through 2060.

Trails

The City has two types of trails: asphalt and concrete. The proposed service level intends to maintain the existing service level which is 6.069 asphalt square feet per capita or a level of service of \$24.28 per capita in dollar terms.

The proposed level of service also intends to maintain the existing level of service for concrete trails which is 3.2581 square feet per capita or a level of service of \$26.06 per capita.

¹³ Calculated by multiplying the population growth of 4,763 persons between 2015 and 2021 by 10.65 square feet per capita by a cost of \$4.00 per square foot.

¹⁴ Calculated by dividing the actual cost of the skate park (\$300,000) by the projected 2060 population of 61,600 persons.

The five existing trail structures are correlated with the existing trails. Therefore, development of new trail structures is proportional to adding new trail miles. The proposed standard for trail structures is \$5.29 per capita – the same as the existing level of service.

3 Identify Excess Capacity to Accommodate Future Growth

Utah Code 11-36a-302(1)(a)(iii): an impact fee facilities plan shall identify any excess capacity to accommodate future growth at the proposed level of service

Parks

There is excess capacity in the City's park land. The park land existing service level is 7.67 acres per 1,000 persons and the proposed standard is 5.50 acres per 1,000 persons. There is therefore excess capacity of 2.17 acres per 1,000 persons in park land. Stated in equivalent dollar terms for service levels, there is a current service level of \$485.52 per capita; the proposed standard is \$347.96 per capita; therefore, the excess capacity is \$137.55 per person.

The existing standard for mowed acres is 3.19 mowed acres per 1,000 persons and the proposed standard is 3.19 acres per 1,000 persons. Therefore, there is no excess capacity in park mowed acres.

The existing level of service for park improvements and parking is the same as the proposed level of service. Therefore, there is no excess capacity in park improvements or in parking.

The existing level of service for the skate park is \$9.07 per capita. The proposed level of service is \$4.87. Therefore there is excess capacity of \$4.20 per person.

Trails

The existing level of service for trail miles and trail structures is the same as the proposed level of service. Therefore, there is no excess capacity in the trail miles or trail structures.

A summary of the existing and proposed service levels, as well as any excess system capacity, is shown in the following table.

TABLE 13: SUMMARY OF EXISTING SERVICE LEVELS, PROPOSED SERVICE LEVELS AND EXCESS CAPACITY

LOS Summary Table	Existing LOS per Capita	Proposed LOS per Capita	Excess Capacity per Capita
Park Land	\$485.52	\$347.96	\$137.55
Park Improvements	\$364.35	\$364.35	\$0.00
Park Mowed Acres	\$396.06	\$396.06	\$0.00
Parking	\$42.60	\$42.60	\$0.00
Trail Miles – Asphalt & Concrete	\$50.34	\$50.34	\$0.00
Trail Structures	\$5.29	\$5.29	\$0.00
Skate Park	\$9.07	\$4.87	\$4.20

4 Identify Demands Placed on Existing Public Facilities by New Development Activity at Proposed Level of Service

Utah Code 11-36a-302(1)(a)(iv): an impact fee facilities plan shall identify the demands placed upon existing public facilities by new development activity at the proposed level of service

Parks

Park land service levels will decline, due to new development activity, from the existing service level of 7.67 acres per 1,000 residents and a service level of \$485.52 per capita, to 6.71 acres per 1,000 residents in 2021 and \$424.38 per capita. The proposed service level is 5.50 acres per 1,000 residents, indicating that there will still be excess capacity in the system in 2021.

TABLE 14: PARK LAND SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Service Levels (Acres per 1,000) if No New Facilities	Service Levels per Capita if No New Facilities
2015	33,060	0	7.67	\$485.52
2016	33,830	770	7.50	\$474.47
2017	34,618	788	7.33	\$463.67
2018	35,424	806	7.16	\$453.12
2019	36,249	825	7.00	\$442.80
2020	37,093	844	6.84	\$432.73
2021	37,823	730	6.71	\$424.38

Park improvement service levels will decline, due to new development activity, from the existing service level of \$364.35 per capita to a service level of \$318.47 per capita in 2021. The 2015 service level is the proposed service level, indicating that there is no excess capacity in park improvements.

TABLE 15: PARK IMPROVEMENT SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Service Levels per Capita if No New Facilities
2015	33,060	0	\$364.35
2016	33,830	770	\$356.06
2017	34,618	788	\$347.95
2018	35,424	806	\$340.04
2019	36,249	825	\$332.30
2020	37,093	844	\$324.74
2021	37,823	730	\$318.47

Park service levels for mowed acres will decline, due to new development activity, from the existing service level of 3.19 acres per 1,000 residents and \$396.06 per capita, to 2.79 acres per 1,000 residents in 2021 and \$346.18 per capita. The 2015 service level is the proposed service level for mowed acres, indicating that there is no excess capacity in the system.

TABLE 16: PARK MOWED ACRES SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT

Year	Population	Population Growth	Service Levels (Acres per 1,000 Residents) if No New Facilities	Service Levels per Capita No New Facilities
2015	33,060	0	3.19	\$396.06
2016	33,830	770	3.12	\$387.04
2017	34,618	788	3.05	\$378.23
2018	35,424	806	2.98	\$369.63
2019	36,249	825	2.91	\$361.21
2020	37,093	844	2.84	\$353.00
2021	37,823	730	2.79	\$346.18

Park service levels for paved parking areas associated with the parks will decline, due to new development activity, from the existing service level of 10.65 square feet per 1,000 residents and a service level of \$42.60 per capita, to 9.31 square feet per 1,000 residents in 2021 and \$37.24 per capita.

TABLE 17: PARKING (ASPHALT) SQUARE FEET SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Service Levels (SF per Capita) No New Facilities	Service Levels per Capita No New Facilities
2015	33,060		10.65	\$42.60
2016	33,830	770	10.41	\$41.63
2017	34,618	788	10.17	\$40.68
2018	35,424	806	9.94	\$39.76
2019	36,249	825	9.71	\$38.85
2020	37,093	844	9.49	\$37.97
2021	37,823	730	9.31	\$37.24

Service levels for the skate park will decline, due to new development activity, from the existing service level of \$9.07 per capita to a service level of \$7.93 per capita over the period from 2015 to 2021. This is still in excess of the proposed service level of \$4.87 per capita, indicating that there will be significant excess capacity in the skate park even after 2021.

TABLE 18: SKATE PARK SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Service Levels per Capita No New Facilities
2015	33,060	752	\$9.07
2016	33,830	770	\$8.87
2017	34,618	788	\$8.67
2018	35,424	806	\$8.47
2019	36,249	825	\$8.28
2020	37,093	844	\$8.09

Year	Population	Population Growth	Service Levels per Capita No New Facilities
2021	37,823	730	\$7.93

Trails

Trail service levels for asphalt trails will decline, due to new development activity, from the existing service level of 6.07 square feet per resident and a per capita service level of \$24.28 to 5.30 square feet per capita and \$21.22 per capita by 2021 unless new trails are added.

TABLE 19: TRAIL (ASPHALT) SQUARE FEET SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Service Levels (SF per Capita) No New Facilities	Service Levels per Capita No New Facilities
2015	33,060		6.07	\$24.28
2016	33,830	770	5.93	\$23.72
2017	34,618	788	5.80	\$23.18
2018	35,424	806	5.66	\$22.66
2019	36,249	825	5.54	\$22.14
2020	37,093	844	5.41	\$21.64
2021	37,823	730	5.30	\$21.22

Trail service levels for concrete trails will decline, due to new development activity, from the existing service level of 3.26 square feet per resident and a per capita service level of \$26.06 to 2.85 square feet per capita and \$22.78 per capita by 2021 unless new trails are added.

TABLE 20: TRAIL SQUARE FEET (CONCRETE) SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Service Levels (SF per Capita) No New Facilities	Service Levels per Capita if No New Facilities
2015	33,060	752	3.26	\$26.06
2016	33,830	770	3.18	\$25.47
2017	34,618	788	3.11	\$24.89
2018	35,424	806	3.04	\$24.33
2019	36,249	825	2.97	\$23.77
2020	37,093	844	2.90	\$23.23
2021	37,823	730	2.85	\$22.78

There is no excess capacity in the five trailheads that comprise the current trail structures. The proposed standard is a service level of \$5.29 per capita. The existing standard is \$5.29 per capita; by 2021 the standard will decrease to \$4.63 per capita unless new trail structures are constructed.

TABLE 21: TRAIL STRUCTURE SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Service Levels per Capita (in Dollar Terms) No New Facilities
2015	33,060		\$5.29
2016	33,830	770	\$5.17
2017	34,618	788	\$5.06
2018	35,424	806	\$4.94
2019	36,249	825	\$4.83
2020	37,093	844	\$4.72
2021	37,823	730	\$4.63

5 Identify Means by Which the Political Subdivision will Meet Growth Demands

Utah Code 11-36a-302(1)(a)(v): an impact fee facilities plan shall identify the means by which the political subdivision or private entity will meet those growth demands

Parks

The City will need to acquire additional park improvements, mowed acres and parking spaces in order to maintain its existing and proposed service levels. Service levels will decline, as a result of population growth unless new facilities are constructed or acquired. No new facilities will need to be acquired for park land.

The City will need to make an additional \$1,735,412 of improvements to parks by 2021 in order to maintain the existing (and proposed) service levels.

TABLE 22: PARK IMPROVEMENT IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Cumulative Additional Investment Needed
2015	33,060	752	\$0
2016	33,830	770	\$280,552
2017	34,618	788	\$567,661
2018	35,424	806	\$861,330
2019	36,249	825	\$1,161,921
2020	37,093	844	\$1,469,434
2021	37,823	730	\$1,735,412

The City will need to make an additional \$1,886,424 of investment in mowed acres by 2021 in order to maintain the existing (and proposed) service levels.

TABLE 23: PARK MOWED ACRE IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Cumulative Additional Investment Needed
2014	32,308	0	
2015	33,060	0	\$0
2016	33,830	770	\$304,965
2017	34,618	788	\$617,058
2018	35,424	806	\$936,281
2019	36,249	825	\$1,263,029
2020	37,093	844	\$1,597,302
2021	37,823	730	\$1,886,424

The City will need to make an additional \$202,910.14 of improvements to parking by 2021 in order to maintain the existing (and proposed) service levels for paved parking.

TABLE 24: PARKING (ASPHALT) IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Cumulative Additional Investment Needed
2015	33,060	752	\$0.00
2016	33,830	770	\$32,803.02
2017	34,618	788	\$66,372.87
2018	35,424	806	\$100,709.55
2019	36,249	825	\$135,855.64
2020	37,093	844	\$171,811.17
2021	37,823	730	\$202,910.14

Trails

The City will need to make an additional \$115,626 of improvements to asphalt trails by 2021 in order to maintain the existing (and proposed) service levels for asphalt trail square feet.

TABLE 25: ASPHALT TRAIL MILE IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Cumulative Additional Investment Needed
2015	33,060		\$0.00
2016	33,830	770	\$18,692
2017	34,618	788	\$37,822
2018	35,424	806	\$57,388
2019	36,249	825	\$77,416
2020	37,093	844	\$97,905
2021	37,823	730	\$115,626

The City will need to make an additional \$124,146 of improvements to concrete trails by 2021 in order to maintain the existing (and proposed) service levels for concrete trail square feet.

TABLE 26: CONCRETE TRAIL MILE IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Cumulative Additional Investment Needed
2015	33,060		\$0.00
2016	33,830	770	\$20,070
2017	34,618	788	\$40,609
2018	35,424	806	\$61,617
2019	36,249	825	\$83,120
2020	37,093	844	\$105,119
2021	37,823	730	\$124,146

The City will need to make an additional investment of \$25,212 in trail structures by 2021 in order to maintain the proposed level of service.

TABLE 27: TRAIL STRUCTURE REQUIRED FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Additional Investment Required
2015	33,060		\$0.00
2016	33,830	770	\$4,076
2017	34,618	788	\$8,247
2018	35,424	806	\$12,514
2019	36,249	825	\$16,881
2020	37,093	844	\$21,348
2021	37,823	730	\$25,212

6 Consideration of All Revenue Sources

Utah Code 11-36a-302(2): In preparing an impact fee facilities plan, each local political subdivision shall generally consider all revenue sources to finance the impacts on system improvements

Grants

The City anticipates that future trail land will be acquired through easements and grants, as it has in the past, and has therefore not included any cost for trail land in the calculation of impact fees. The City is unaware of any potential grant sources for future parks, recreation and trails development. However, should it be the recipient of any such grants, it will then look at the potential to reduce impact fees.

While the City has been gifted some park property in the past, it has no future indication of any gifts that will be received by the City. Further, the City has conservatively excluded any gifted properties from establishing its level of service used in the calculation of impact fees.

Bonds

The City has one outstanding bond for parks, recreation, open space and trails facilities. This is the 2006 Sales Tax Revenue Bond that was refunded in 2014.

Inter-fund Loans

The City currently has no plans to purchase parks, recreation or trail facilities through any inter-fund loans.

Transfer from General Fund

To the extent that the City is able to generate net revenues in its General Fund, it may choose to transfer all or a portion of the net revenues to the City's capital fund.

Impact Fees

Because of the significant growth anticipated to occur in the City, impact fees are a viable means of allowing new development to pay for the impacts that it places on the existing system. This IFFP is developed in accordance with legal guidelines so that an Impact Fee Analysis for Parks, Recreation, and Trails may be prepared and the City may charge impact fees for Parks, Recreation, and Trails.

Anticipated or Accepted Dedications of System Improvements

Any item that a developer funds must be included in the IFFP if a credit against impact fees is to be issued and must be agreed upon with the City before construction of the improvements.

Certification

Zions Bank Public Finance certifies that the attached impact fee facilities plan:

1. Includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. Does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;

3. Complies in each and every relevant respect with the Impact Fees Act.

Appendix A – Notice of Intent to Prepare an Impact Fee Facilities Plan

Utah Code 11-36a-501: Before preparing or amending an impact fee facilities plan, a local political subdivision or private entity shall provide written notice of its intent to prepare or amend an impact fee facilities plan

3/25/2015

Public Meeting Notice

Entity: Springville

Body: City Council

Subject:	Fees
Notice Title:	Public Notice
Meeting Location:	110 South Main Street Springville 84663
Notice Date & Time:	June 6, 2014 1:00 PM - 1:00 PM
Description/Agenda:	<p>Pursuant to the requirements of Sections 11-36a-501 & 503 of the Utah Code Ann., the City of Springville ("Springville"), a municipal corporation of the State of Utah, located in Utah County, hereby gives notice of its intent to prepare and/or amend its impact fee facilities plan and impact fee analysis for parks, recreation facilities, open space, and trails. The geographical area where the proposed impact fee facilities will be located and impact fee assessed is throughout the entire Springville City limits. You are hereby invited to provide information for Springville to consider in the process of preparing, adopting and implementing, or amending the referenced impact fee facilities plan and impact fee analyses.</p>
Notice of Special Accommodations:	In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.
Notice of Electronic or telephone participation:	Electronic or telephonic participation is not available for meetings of this public body.
Other information:	
Contact Information:	Kim Rayburn, City Recorder 8014912727 krayburn@springville.org

<http://www.utah.gov/pmnv/sitemap/noticprint/218281.html>

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Appendix B – Park Improvements

PARK NAME	ADDRESS	ACRE	Restrooms	Pavilion	Walking Path	Playstructure/Tot Lot/Swings	Picnic Tables	Bike Racks	Barbecue	Drinking Fountain
NEIGHBORHOOD PARKS					Miles					
Big Hollow Park	350 East Evergreen Road	3.76	0	1	0.26	2	5	0	1	1
Bird Park	1100 East 900 South	8.12	1	0	0.25	1	6	0	0	1
Cherrington Park	1950 East 400 South	10.70	0	0	0	0	0	0	0	0
Child Park	150 South 1300 East	3.17	0	0	0.27	1	3	0	1	1
Civic Center	110 South Main Street	3.20	1	0	0	1	6	2	0	1
Clyde Park	1300 South 1200 East	4.00	0	0	0.2	0	12	0	0	1
Dry Creek Parkway	1200 West 1400 South	15.82	0	0	0.85	0	3	0	0	0
Hobble Creek Park	1250 South 2200 East	6.00	0	1	0.31	2	11	1	4	1
Holdaway Park	550 East 400 North	3.56	0	0	0.22	1	7	0	1	1
Kelvin Grove Park	1400 West 1500 South	6.59	0	1	0.41	1	0	0	1	1
Kolob Park	600 South 700 East	3.00	0	0	0	0	4	0	0	1
Memorial Park	200 South 600 East	9.00	1	0	0	1	2	0	0	2
Ray Arthur Wing Park	150 North 550 West	5.00	0	0	0.51	1	6	0	6	0
Spring Creek	700 North 800 East	8.80	1	1	0.52	1	10	0	1	1
TOTALS		90.72	4.00	4.00	3.80	12.00	75.00	3.00	15.00	12.00
COMMUNITY & REGIONAL PARKS										
Community	900 North 1200 West	50.00	1	0	0	1	0	0	0	1
Kelly's Grove	Hobble Creek Canyon Road	24.00	3	4	0	2	19	0	12	4
Rotary Centennial	Hobble Creek Canyon Rd./Left Fork	3.00	1	0	0	0	0	0	0	0
Rotary Park	Hobble Creek Canyon Rd./ Left Fork	9.00	2	2	0	2	2	0	2	2
Spring Acres Arts	625 South 1350 East	13.99	1	1	0.57	1	10	0	1	1
Wayne Bartholemew Family	2600 East Canyon Road	28.00	1	5	0.5	0	0	1	5	1
TOTALS		127.99	9	12	1.07	6	31	1	20	9
Jolleys Ranch		35.00	5	3	0	4	67	0	70	3
GRAND TOTALS		218.7	18	19	4.9	22	173	4	105	24



PARK NAME	Basketball Court	Tennis Courts	Volley Ball Court	Open Manicured Areas	Baseball Diamond	Soccer Field	Skate Park	Splash Pad	Swimming Pool	Trailhead	Parking	Park Benches
NEIGHBORHOOD PARKS				Acres								
Big Hollow Park	0	0	0	3.5	0	1	0	0	0	N	Y	7
Bird Park	0	0	0	6.45	3	0	0	0	0	N	N	0
Cherrington Park	0	0	0	0	0	0	0	0	0	N	N	0
Child Park	1	0	0	3	0	0	0	0	0	N	N	6
Civic Center	0	0	0	3.5	0	0	0	1	0	N	Y	19
Clyde Park	0	0	0	2	0	0	0	0	0	N	Y	0
Dry Creek Parkway	0	0	0	3.8	0	0	0	0	0	Y	N	6
Hobble Creek Park	1	0	0	5.25	0	0	0	0	0	N	Y	18
Holdaway Park	0	0	0	3.2	0	1	0	0	0	N	Y	7
Kelvin Grove Park	1	0	0	6.3	0	1	0	0	0	N	Y	6
Kolob Park	0	0	0	3	1	0	0	0	0	N	N	6
Memorial Park	0	1	0	8	4	0	1	0	0	N	N	0
Ray Arthur Wing Park	0	0	0	4.03	0	0	0	0	0	N	Y	16
Spring Creek	1	0	0	6.6	0	1	0	0	0	N	Y	13
TOTALS	4.00	1.00	0.00	58.33	8.00	4.00	1.00	1.00	0.00	0.00	0.00	104.00
COMMUNITY & REGIONAL PARKS												
Community	0	0	0	9	0	4	0	0	0	Y	Y	5
Jolleys Ranch	0	0	1	7.95	1	0	0	0	0	N	Y	
Kelly's Grove	0	0	0	0	0	0	0	0	0	N	Y	5
Rotary Centennial	0	0	1	8.7	1	0	0	0	0	Y	Y	0
Rotary Park	0	1	0	7.34	0	0	0	0	0	N	Y	6
Spring Acres Arts	0	0	0	2	0	0	0	0	0	N	Y	17
Wayne Bartholemew Family	0	1	2	34.99	2	4	0	0	0	Y	N	0
TOTALS	0	1	2	34.99	2	4	0	0	0			33
Jolley's Ranch	0	0	2	12.15	0	0	0	0	0			
GRAND TOTALS	0	0	2	12.15	0	0	0	0	0			137

Appendix C – Service Levels Justification



Springville

Department of Buildings and Grounds

443 South 200 East
Springville, Utah 84663
Alex Roylance, Director

February 20, 2015

Statement of Park Usage during Peak Periods

Springville City's park system is a system that is well utilized by our residents. All of our parks see consistent use as would be expected in parks. Some indicators that we would use to show that are parks are being used at their capacity during peak times are:

- The walking paths in all of our parks are used morning and evening by those wishing to exercise. Our larger trails are seldom empty from users.
- Playgrounds are seldom empty, except during school hours or during bad weather.
- All of our baseball/softball fields are occupied during the season by our recreation program. We have little, if any field time left to offer adult softball and/or accelerated programs. However, during the offseason, accelerated programs can often be found using the diamonds for practice.
- All of our large open field space is booked and programmed by soccer, lacrosse, rugby, and flag football programs both by City leagues and other leagues. These areas are utilized from the time weather allows in the spring until winter weather stops participation in the fall. Every year we turn requests for field space away simply because we have no more space to offer.
- Our splash pad was constructed with a crowd of 150 participants in mind. For the past two years, our splash pad consistently has crowds of 200 or more participants.
- Our playground maintenance has increased over the past five years due to more rapid wear of equipment.
- Our need for fertilizer has increased over the past five years due to wear and tear on the grass.
- Our sprinkling system repairs have also increased due to breaks associated with park usage (broken rotors, damaged valve boxes, etc.)

- Our sprinkling system repairs have also increased due to breaks associated with park usage (broken rotors, damaged valve boxes, etc.)

We feel that these factors are good indicators that our parks system is being utilized to its fullest extent, capacity, and intended purpose. As our community continues to grow, our parks system will need to grow at the same rate.

Alex Roylance
Director of Buildings and Grounds
Springville City Corp.



Springville City

**DRAFT Parks, Trails and Recreation
Impact Fee Analysis**
September 2015



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DRAFT

Summary of Impact Fee Analysis

Utah Code allows cities to include only system-wide parks for the purpose of calculating impact fees. Project-wide parks cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from Springville City and the consultants, a system-wide park is defined as a park that serves more than one local development area. System-wide parks in Springville include neighborhood, community and regional parks.

The costs included in this IFA do not include all of the additional costs for roads, storm, sewer and water that are associated with the development of parks.

This IFA is organized based on the legal requirements of Utah Code 11-36a-304.

Impact on Consumption of Existing Capacity - *Utah Code 11-36a-304(1)(a)*

Based on the most recent Census, Springville City had a 2010 population of 29,466 and a 2015 population of 33,060. The City's population is projected to add 4,763 residents between 2015 and 2021 and grow to a total of 61,600 residents by 2060.¹

Springville City currently has 253.71 system-wide park acres and a variety of recreation facility improvements including playgrounds, a splash pad, a skate park, trails, pavilions, walking paths, tennis court, basketball court, sports fields, restrooms, etc.

The City currently has sufficient park land capacity through approximately 2031 to 2032 to serve new growth. The City also has excess capacity in its skate park. The City is at capacity for its other park improvements, parking, mowed acres, trails and trail structures. Table 1 shows the current and proposed level of service (LOS) for park acres, trails and park improvements.

TABLE 1: EXISTING AND PROPOSED LEVEL OF SERVICE

Category	Demand Unit	Existing LOS	Proposed LOS	Excess Capacity
Park Land	Acres per 1,000	7.67	5.50	2.17
Park Improvements	Service Levels per Capita in \$ Terms	\$364.35	\$364.35	-
Park Mowed Acres	Acres per 1,000	3.19	3.19	-
Parking	Service Levels per Capita in \$ Terms	\$42.60	\$42.60	-
Skate Park	Service Levels per Capita in \$ Terms	\$9.07	\$4.87	\$4.20
Trails SF	Service Levels per Capita in \$ Terms	\$50.34	\$50.34	-
Trail Structures	Service Levels per Capita in \$ Terms	\$5.29	\$5.29	-

The service levels shown in Table 1 are then converted to an equivalent service level per capita in dollar terms for all parks, trails and recreation categories for ease in calculating fees and to demonstrate that parks, recreation and trails work together to create one complete system of facilities.

TABLE 2: SUMMARY OF EXISTING SERVICE LEVELS, PROPOSED SERVICE LEVELS AND EXCESS CAPACITY

LOS Summary Table	Existing LOS per Capita in Dollar Terms	Proposed LOS per Capita in Dollar Terms	Excess Capacity per Capita
Park Land	\$485.52	\$347.96	\$137.55

¹ Governor's Office of Management and Budget

LOS Summary Table	Existing LOS per Capita in Dollar Terms	Proposed LOS per Capita in Dollar Terms	Excess Capacity per Capita
Park Improvements	\$364.35	\$364.35	\$0.00
Park Mowed Acres	\$396.06	\$396.06	\$0.00
Parking	\$42.60	\$42.60	\$0.00
Trails – Asphalt & Concrete	\$50.34	\$50.34	\$0.00
Trail Structures	\$5.29	\$5.29	\$0.00
Skate Park	\$9.07	\$4.87	\$4.20

Parks

The per capita service levels for park improvements will decline, due to new development activity from the existing/proposed service level of \$364.35 per capita in 2015 to \$318.47 per capita in 2021 if there is no new construction of park improvements. If no additional parking is constructed, the parking level of service will decline from the existing/proposed service level of \$42.60 per capita in 2015 to \$37.24 in 2021. If no new mowed acres are purchased, then the existing service level of \$396.06 will decline to \$346.18 in 2021.

Trails

The City has determined to maintain its current level of services for trails. Based on current trail use by residents, the City does not have excess trails capacity. If no new trails are constructed the existing/proposed trails level of service will decline from \$24.28 per capita for asphalt trails and \$26.06 per capita for concrete trails in 2015 to \$21.22 for asphalt trails and \$22.78 for concrete trails in 2021. If no new trail structures are constructed, the existing/proposed level of service for trail structures will decline from \$5.29 per capita in 2015 to \$4.63 in 2021.

Impact on System Improvements by Anticipated Development Activity - Utah Code 11-36a-304(1)(b)

The City intends to maintain its proposed parks and trails level of service. As growth occurs from increased development activity, additional park improvements, mowed acres, parking, trails and trail structures will be needed to maintain the proposed level of service. To maintain the proposed level of service of \$364.35 per capita for park improvements, the City will need to spend \$1,735,411.69 for park improvements over the next six years. The City will need to spend \$202,910 to maintain the proposed standard for parking over the next six years. And, the City will need to spend \$1,886,424.42 for additional park mowed acres through 2021 in order to maintain the proposed level of service.

Trail costs are calculated based on a cost of \$4.00 per square foot for asphalt trails and \$8.00 per square foot for concrete trails. The additional cost to the City to maintain the existing service levels for trails is approximately \$239,772 over the next six years. The additional cost to maintain the proposed level of service for trail structures is \$25,212.

The City proposes to require future residents to buy-in to the park land and skate park with excess capacity in order to achieve an equitable allocation to the costs borne in the past and to be borne in the future in comparison to the benefits already received and yet to be received.

Relationship of Anticipated Impacts to Anticipated Development Activity - Utah Code 11-36a-304(1)(c)

The demand placed on existing public park facilities by new development activity is attributed to population growth. Springville City has a 2015 population of 33,060 persons and as a result of anticipated development activity will grow to a projected 37,823 persons by 2021 – an increase of 4,763 persons. As growth occurs as a result of increased development activity, more parks, recreational facilities and trails are needed to realize the proposed service levels.

Proportionate Share Analysis - *Utah Code 11-36a-304(1)(d)(i)(ii)*

Costs for Existing Capacity

Park land and the skate park have excess capacity. The buy-in costs for park land and the skate park are shown in Table 3.

TABLE 3: BUY-IN COST PER CAPITA FOR PARK LAND AND IMPROVEMENTS WITH EXCESS CAPACITY

Description	Year at Capacity	Total Population Served	Buy-In Portion for Growth from 2015-2021	Population Growth 2015-2021	Buy-In Cost per Capita
Park Acres	2031-2032	46,129	\$1,657,345	4,763	\$347.96
Skate Park	2060	28,540	\$23,196	4,763	\$4.87

Costs Reasonably Related to New Development Activity

The costs of new system improvements required to maintain the desired level of parks, recreation and trail services related to new development activity are based on the costs of system-wide park facilities, the consultant fees for the preparation of the Impact Fee Facilities Plan and the Impact Fee Analysis, and any impact fee fund balance.

The per capita cost to maintain the proposed LOS for park improvements is \$364.35. The per capita cost to maintain the parking LOS is \$42.60 and the per capita cost for the mowed acres is \$396.06. The cost per capita to maintain the trails LOS is \$50.34 and the cost per capita to maintain the trail structures LOS is \$5.29. The per capita buy-in cost per capita for park land is \$347.96 and the buy-in cost for the skate park is \$4.87 per capita. There is a consultant cost of \$2.31 per capita and a credit per capita of \$30.01 on an impact fee fund balance of \$856,444.

Summary of Impact Fee - *Utah Code 11-36a-304(1)(e)*

The total maximum allowable Parks, Recreation and Trails Impact Fee is \$4,072.21 for single family residential dwellings and \$3,468.48 for multi-family residential dwellings.

TABLE 4: MAXIMUM ALLOWABLE IMPACT FEE

Description	Amount
Park Land	\$347.96
Park Improvements - New Construction	\$364.35
Mowed Acres	\$396.06
Parking Lots	\$42.60
Swimming Pool	\$0.00
Trails	\$50.34
Trail Structures	\$5.29
Skate Park	\$4.87
Consultant Costs	\$2.31
Credits for Impact Fee Fund Balance	(\$30.01)

Description	Amount
TOTAL per Capita	\$1,183.78
Average Household Size - Single Family	3.44
Average Household Size - Multi-Family	2.93
Total Maximum Allowable Impact Fee - Single Family	\$4,072.21
Total Maximum Allowable Impact Fee - Multi-Family	\$3,468.48

Manner of Financing - *Utah Code 11-36a-304(2)(c)(d)(e)(f)(g)(h):*

An impact fee is a one-time fee that is implemented by a local government on new development to help fund and pay for all or a portion of the costs of public facilities that are needed to serve new development. Additionally, impact fees allow new growth to share in the cost of existing facilities that have excess capacity.

Impact Fee Credits

The Impact Fees Act requires credits to be paid back to development for future fees that may be paid to fund system improvements found in the IFFP so that new development is not charged twice.

Extraordinary Costs and Time Price Differential

It is not anticipated that there will be any extraordinary costs in servicing newly-developed park properties. To account for the time-price differential inherent in fair comparisons of amounts paid at different times, actual costs have been used to compute buy-in costs to public facilities with excess capacity and current costs have been used to compute impacts on system improvements required by anticipated development activity to maintain the established level of service for each public facility.

Utah Code 11-36a

Preparation of Impact Fee Analysis. Utah Code requires that “each local political subdivision... intending to impose an impact fee shall prepare a written analysis (Impact Fee Analysis or IFA) of each impact fee” (Utah Code 11-36a-303). This IFA follows all legal requirements as outlined below. The Springville City has retained Zions Bank Public Finance (ZBPF) to prepare this Impact Fee Analysis in accordance with legal requirements.

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis which is required to identify the following:

- anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;
- anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
- how anticipated impacts are reasonably related to the anticipated development activity
- the proportionate share of:
 - costs for existing capacity that will be recouped; and
 - costs of impacts on system improvement that are reasonably related to the new development activity; and
- how the impact fee was calculated.

Further, in analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

- the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
- the cost of system improvements for each public facility;
- other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
- the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by means such as user charges, special assessments, or payment from the proceeds of general taxes;
- the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;
- the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;
- extraordinary costs, if any in servicing the newly developed properties; and
- the time-price differential inherent in fair comparisons of amounts paid at different times.

Calculating Impact Fees. Utah Code 11-36a-305 states that for purposes of calculating an impact fee, a local political subdivision or private entity may include the following:

- construction contract price;
- cost of acquiring land, improvements, materials, and fixtures;
- cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and

- for a political subdivision, debt service charges if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Additionally, the Code states that each political subdivision or private entity shall base impact fee amounts on realistic estimates and the assumptions underlying those estimates shall be disclosed in the impact fee analysis.

Certification of Impact Fee Analysis. Utah Code 11-36a-306 states that an impact fee analysis shall include a written certification from the person or entity that prepares the impact fee analysis. This certification is included at the conclusion of this analysis.

Impact Fee Enactment. Utah Code 11-36a-202 states that a local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402. Additionally, an impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysts. An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

Notice of Intent to Prepare Impact Fee Analysis. A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Analysis (Utah Code 11-36a-503(1)). This notice must be posted on the Utah Public Notice website. Springville has complied with this noticing requirement for the IFA by posting notice on June 6, 2014. A copy of the notice is included in Appendix A.

Impact Fee Analysis

Utah Code allows cities to include only system-wide parks for the purpose of calculating impact fees. Project-wide parks cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from Springville City and the consultants, a system-wide park is defined as a park that serves more than one local development area. System-wide parks in Springville include neighborhood, community and regional parks.

This IFA is organized based on the legal requirements of Utah Code 11-36a-304.

1 Impact on Consumption of Existing Capacity

Utah Code 11-36a-304(1)(a): an impact fee analysis shall identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity

Based on the most recent Census, Springville City had a 2010 population of 29,466 and a 2015 population of 33,060. A review of past population trends indicates that the population has increased approximately 3.7 percent between 2000 and 2010 and 2.3 percent from 2010 through 2015. Future growth is projected to continue at 2.3 percent through 2020 and two percent from 2020 through 2030.² This growth will generate demand for additional parks and improved recreation facilities. The City's population is projected to add 4,763 residents between 2015 through 2021 and increase to a total of 40,890 residents by 2025.

Table 5 shows the projected population growth in Springville City. It is anticipated that future commercial growth will not place any additional demand on parks facilities. Therefore, this demand analysis considers only future population growth.

TABLE 5: POPULATION GROWTH

Year	Population	Population Growth
2015	33,060	
2016	33,830	770
2017	34,618	788
2018	35,424	806
2019	36,249	825
2020	37,093	844
2021	37,823	730
Total Population Growth 2015-2021		4,763

Source: Governor's Office of Management and Budget

Parks

Springville City currently has 253.71 system-wide developable park acres and a variety of recreation facility improvements including playgrounds, a splash pad, a skate park, trails, pavilions, walking paths, tennis court, basketball court, sports fields, restrooms, etc. Table 6 lists the system-wide parks and acreage in Springville.

² Utah Governor's Office of Management and Budget

TABLE 6: SYSTEM-WIDE PARK LAND

Park	Acres
Big Hollow Park	3.76
Bird Park	8.12
Cherrington Park	10.70
Child Park	3.17
Civic Center	3.20
Clyde Park	4.00
Dry Creek Parkway	15.82
Hobble Creek Park	6.00
Holdaway Park	3.56
Kelvin Grove Park	6.59
Kolob Park	3.00
Memorial Park	9.00
Ray Arthur Wing Park	5.00
Spring Creek	8.80
Community	50.00
Jolley's Ranch ³	35.00
Kelly's Grove	24.00
Rotary Centennial	3.00
Rotary Park	9.00
Spring Acres Arts	13.99
Wayne Bartholomew Family	28.00
Total	253.71

Assuming a 2015 population of 33,060 persons, the current LOS for park land is 7.67 acres per 1,000 persons.⁴ After extensive consideration,⁵ the City has determined that there is sufficient capacity in park land to serve the needs of new development through approximately 2031 to 2032, or a population of 46,129. As such, the proposed level of service for park land is 5.50 acres per 1,000 persons.

The City has also determined that park improvements,⁶ mowed acres and parking are at capacity. There is excess capacity in park land and in the skate park. Table 7 shows the existing and proposed LOS for park improvements, mowed acres and parking which are both are at capacity in 2015.

³ The total acreage at this park is 360 acres. However, only 70 acres is developable and the remainder is open space. Half of the 70 developable acres is only developable as a campground.

⁴ $253.71 / (33,060 / 1,000)$

⁵ Information regarding the determination of proposed service levels is found in the Impact Fee Facilities Plan for Parks, Recreation and Trails.

⁶ Includes restrooms, pavilions, playground equipment, picnic tables, bike racks, barbecues, drinking fountains, basketball court, tennis court, volleyball court, playing fields, splash pad.

TABLE 7: PARK IMPROVEMENTS WITHOUT EXCESS CAPACITY

Description	Demand Unit	Existing LOS	Proposed LOS
Park Improvements	Service Levels per Capita	\$364.35	\$364.35
Park Mowed Acres	Service Levels per Capita	\$396.06	\$396.06
Parking	Service Levels per Capita	\$42.60	\$42.60

Table 8 shows the existing and proposed level of service for park land and the skate park – both of which were determined by the City to have excess capacity.

TABLE 8: EXISTING LOS AND PROPOSED LOS FOR PARK LAND/IMPROVEMENTS WITH EXCESS CAPACITY – PER CAPITA AMOUNT

Description	Existing LOS	Proposed LOS	Excess Capacity
Park Land	\$485.52	\$347.96	\$137.55
Skate Park	\$9.07	\$4.87	\$4.20

Park improvement service levels will decline, due to new development activity from the existing service level of \$364.35 per capita to \$318.47 per capita by 2021 unless new park improvements are purchased.

TABLE 9: DECLINE IN LOS FOR PARK IMPROVEMENTS

Year	Population	Population Growth	LOS per Capita No Improvements
2015	33,060		\$364.35
2016	33,830	770	\$356.06
2017	34,618	788	\$347.95
2018	35,424	806	\$340.04
2019	36,249	825	\$332.30
2020	37,093	844	\$324.74
2021	37,823	730	\$318.47

Park service levels for mowed acres will decline, due to new development activity, from the existing service level of 3.19 acres per 1,000 residents and \$396.06 per capita, to 2.79 acres per 1,000 residents in 2021 and \$346.18 per capita. The 2015 service level is the proposed service level for mowed acres, indicating that there is no excess capacity in the system.

TABLE 10: PARK MOWED ACRES SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT

Year	Population	Population Growth	Service Levels if No New Facilities	LOS per Capita No New Facilities
2015	33,060	0	3.19	\$396.06
2016	33,830	770	3.12	\$387.04
2017	34,618	788	3.05	\$378.23
2018	35,424	806	2.98	\$369.63
2019	36,249	825	2.91	\$361.21
2020	37,093	844	2.84	\$353.00
2021	37,823	730	2.79	\$346.18

The level of service for parking will decline, due to new development activity from the existing service level of \$42.60 per capita to \$37.24 per capita unless new parking is constructed.

TABLE 11: DECLINE IN LOS FOR PARKING

Year	Population	Population Growth	LOS per Capita No Improvements
2015	33,060		\$42.60
2016	33,830	770	\$41.63
2017	34,618	788	\$40.68
2018	35,424	806	\$39.76
2019	36,249	825	\$38.85
2020	37,093	844	\$37.97
2021	37,823	730	\$37.24

Trails

Springville City currently has both asphalt and concrete trails. There are 200,640 square feet of asphalt trails and 107,712 square feet of concrete trails. The City has determined to maintain its current level of trails services. Based on current park use by residents, the City does not have excess trail capacity.⁷

Table 12 shows the decline in level of service if there is no new investment in asphalt trails and Table 13 shows the decline in the level of service for concrete trails with no new construction. Trail service levels will decline, due to new development activity from the existing service level of \$24.28 per capita in 2015 to \$21.22 in 2021 for asphalt trails and from \$26.06 per capita in 2015 to \$22.78 in 2021 for concrete trails.

TABLE 12: DECLINE IN ASPHALT TRAILS LOS

Year	Population	SF of Asphalt	Cost per SF	LOS per Capita No Improvements
2015	33,060	200,640	\$4.00	\$24.28
2016	33,830	200,640	\$4.00	\$23.72
2017	34,618	200,640	\$4.00	\$23.18
2018	35,424	200,640	\$4.00	\$22.66
2019	36,249	200,640	\$4.00	\$22.14
2020	37,093	200,640	\$4.00	\$21.64
2021	37,823	200,640	\$4.00	\$21.22

TABLE 13: DECLINE IN CONCRETE TRAILS LOS

Year	Population	SF of Asphalt	Cost per SF	LOS per Capita No Improvements
2015	33,060	107,712	\$8.00	\$26.06
2016	33,830	107,712	\$8.00	\$25.47
2017	34,618	107,712	\$8.00	\$24.89

⁷ Source: Springville City

Year	Population	SF of Asphalt	Cost per SF	LOS per Capita No Improvements
2018	35,424	107,712	\$8.00	\$24.33
2019	36,249	107,712	\$8.00	\$23.77
2020	37,093	107,712	\$8.00	\$23.23
2021	37,823	107,712	\$8.00	\$22.78

The City currently has five trail structures. The City anticipates the need to keep the same ratio of trail structures to trail square feet in the future. Thus the existing standard of \$5.29 per capita is also the proposed standard. Assuming no new investment is made in trail structures, the proposed LOS will decline from \$5.29 per capita in 2015 to \$4.63 in 2021.

TABLE 14: DECLINE IN PROPOSED TRAIL STRUCTURES LOS

Year	Population	Population Growth	LOS per Capita No Improvements
2015	33,060		\$5.29
2016	33,830	770	\$5.17
2017	34,618	788	\$5.06
2018	35,424	806	\$4.94
2019	36,249	825	\$4.83
2020	37,093	844	\$4.72
2021	37,823	730	\$4.63

2 Impact on System Improvements by Anticipated Development Activity

Utah Code 11-36a-304(1)(b): an impact fee analysis shall identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;

The City intends to maintain its proposed parks and trails level of service. As growth occurs from increased development activity, additional park service facilities and trails will be needed to maintain the desired level of service.

Parks

The increased investment needed to maintain the proposed standard for parks improvements including the restrooms, pavilions, playground equipment, picnic tables, bike racks, barbecues, drinking fountains, basketball court, tennis court, volleyball court, playing fields, splash pad and other similar facilities over the next six years is \$1,735,411.69.

TABLE 15: COST TO MAINTAIN PARK IMPROVEMENTS LOS

Year	Population	Population Growth	Cumulative Investment to Maintain Proposed LOS
2015	33,060		\$0
2016	33,830	770	\$280,552
2017	34,618	788	\$567,661
2018	35,424	806	\$861,330
2019	36,249	825	\$1,161,921
2020	37,093	844	\$1,469,434
2021	37,823	730	\$1,735,412

The City will need to make an additional \$1,886,424 of investment in mowed acres by 2021 in order to maintain the existing (and proposed) service levels.

TABLE 16: PARK MOWED ACRE IMPACTS FROM NEW DEVELOPMENT ACTIVITY

Year	Population	Population Growth	Cumulative Additional Investment Needed
2014	32,308	0	
2015	33,060	0	\$0
2016	33,830	770	\$304,965
2017	34,618	788	\$617,058
2018	35,424	806	\$936,281
2019	36,249	825	\$1,263,029
2020	37,093	844	\$1,597,302
2021	37,823	730	\$1,886,424

The additional investment required to maintain the proposed standard for parking over the next six years is \$202,910.

TABLE 17: COST TO MAINTAIN PARKING LOS

Year	Population	Population Growth	Cumulative Investment to Maintain Proposed LOS
2015	33,060		\$0.00
2016	33,830	770	\$32,803
2017	34,618	788	\$66,373
2018	35,424	806	\$100,710
2019	36,249	825	\$135,856
2020	37,093	844	\$171,811
2021	37,823	730	\$202,910

Trails

The City will also need to maintain its proposed service levels for trails. The City currently has 200,640 square feet of asphalt trails and 107,712 square feet of concrete trails. There is no excess capacity in the existing trails system. Therefore, in order to maintain the proposed level of trails service, the City will need to invest an additional \$115,626 for asphalt trails and \$124,146 for concrete trails over the next six years.

TABLE 18: COST TO MAINTAIN ASPHALT TRAILS LOS

Year	Population	Population Growth	Cumulative Investment to Maintain Proposed LOS
2015	33,060		
2016	33,830	770	\$18,692
2017	34,618	788	\$37,822
2018	35,424	806	\$57,388
2019	36,249	825	\$77,416
2020	37,093	844	\$97,905
2021	37,823	730	\$115,626

TABLE 19: COST TO MAINTAIN CONCRETE TRAILS LOS

Year	Population	Population Growth	Cumulative Investment to Maintain Proposed LOS
2015	33,060		
2016	33,830	770	\$20,070
2017	34,618	788	\$40,609
2018	35,424	806	\$61,617
2019	36,249	825	\$83,120
2020	37,093	844	\$105,119
2021	37,823	730	\$124,146

The projected costs for additional trail structures to maintain the proposed level of service over the next six years is \$25,212.

TABLE 20: COST TO MAINTAIN TRAILS STRUCTURE LOS

Year	Population	Population Growth	Cumulative Investment to Maintain Proposed LOS
2015	33,060		
2016	33,830	770	\$4,076
2017	34,618	788	\$8,247
2018	35,424	806	\$12,514
2019	36,249	825	\$16,881
2020	37,093	844	\$21,348
2021	37,823	730	\$25,212

3 Relationship of Anticipated Impacts to Anticipated Development Activity

Utah Code 11-36a-304(1)(c): an impact fee analysis shall subject to Subsection (2), demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;

The demand placed on existing public park facilities by new development activity is attributed to population growth. Springville City has a 2015 population of 33,060 persons and as a result of anticipated development activity will grow to a projected 37,823 persons by 2021 – an increase of 4,763 persons. As growth occurs as a result of increased development activity, more parks, recreational facilities and trails are needed to maintain existing standards.

4 Proportionate Share Analysis

Utah Code 11-36a-304(1)(d)(i)(ii): an impact fee analysis shall estimate the proportionate share of costs for existing capacity that will be recouped; and the costs of impacts on system improvements that are reasonably related to the new development activity;

Costs for Existing Capacity

Park land and the skate park have excess capacity to serve future population growth. The per capita buy-in cost for park land and improvements with excess capacity are shown below in Table 21.

TABLE 21: PER CAPITA BUY-IN COST FOR PARK LAND AND IMPROVEMENTS WITH EXCESS CAPACITY

Description	Existing LOS	Proposed LOS	Excess Capacity
Park Land	\$485.52	\$347.96	\$137.55
Skate Park	\$9.07	\$4.87	\$4.20

Costs Reasonably Related to New Development Activity

The cost of new system improvements required to maintain the proposed level of parks, recreation and trail services related to new development activity is based on the cost of system-wide park facilities, consultant fees for the preparation of the Capital Finance Facilities Plan, Impact Fee Facilities Plan and the Impact Fee Analysis and any Park Impact Fee Fund balances.

The per capita cost to maintain the proposed level of service for system-wide park improvements⁸ without excess capacity is \$364.35.

TABLE 22: PER CAPITA COST TO MAINTAIN LOS FOR PARK IMPROVEMENTS WITHOUT EXCESS CAPACITY

Description	Amount
Cost to Maintain Proposed Park Improvements LOS (2015 – 2021)	\$1,735,411.69
Projected Population Growth (2015 - 2021)	4,763
Cost per Capita - Park Improvements	\$364.35

⁸ Includes restrooms, pavilions, playground equipment, picnic tables, bike racks, barbecues, drinking fountains, basketball court, tennis court, volleyball court, playing fields, splash pad.

The per capita cost to maintain the level of service for mowed acres is \$396.06.

TABLE 23: PER CAPITA COST TO MAINTAIN LOS FOR MOWED ACRES WITHOUT EXCESS CAPACITY

Description	Amount
Cost to Maintain Proposed Park Mowed Acres LOS (2015 – 2021)	\$1,886,424.42
Projected Population Growth (2015 - 2021)	4,763
Cost per Capita – Mowed Acres	\$396.06

The per capita cost to maintain the proposed level of service for parking is \$42.60.

TABLE 24: PER CAPITA COST TO MAINTAIN LOS FOR PARKING

Description	Amount
Cost to Maintain Proposed Parking LOS (2015 - 2021)	\$202,910.14
Projected Population Growth (2015 - 2021)	4,763
Cost per Capita - Parking	\$42.60

The per capita cost to maintain the proposed level of service for asphalt trails is \$24.28.

TABLE 25: PER CAPITA COST TO MAINTAIN LOS FOR ASPHALT TRAILS

Description	Amount
Cost to Maintain Proposed Asphalt Trails LOS (2015 - 2021)	\$115,626
Projected Population Growth (2015 - 2021)	4,763
Cost per Capita – Asphalt Trails	\$24.28

The per capita cost to maintain the proposed level of service for concrete trails is \$26.06.

TABLE 26: PER CAPITA COST TO MAINTAIN LOS FOR CONCRETE TRAILS

Description	Amount
Cost to Maintain Proposed Concrete Trails LOS (2015 - 2021)	\$124,146
Projected Population Growth (2015 - 2021)	4,763
Cost per Capita – Concrete Trails	\$26.06

The total per capita level of service required to maintain the trails (asphalt and concrete) level of service is \$50.34.

The per capita cost to maintain the proposed level of service for trail structures is \$5.29.

TABLE 27: PER CAPITA COST TO MAINTAIN LOS FOR TRAIL STRUCTURES

Description	Amount
Cost to Maintain Proposed Trail Structures LOS (2015 - 2021)	\$25,212
Projected Population Growth (2015 - 2021)	4,763
Cost per Capita – Trail Structures	\$5.29

The Capital Finance Facilities Plan, Impact Fee Facilities Plan and Impact Fee Analysis consultant cost is \$2.31 per capita.

TABLE 28: PER CAPITA COST FOR CONSULTANT COSTS

Description	Amount
Consultant Cost	\$18,110
Projected Population Growth (2015 - 2025)	7,830
Cost per Capita – Consultant Costs	\$2.31

Impact fees also take into consideration impact fee fund balances. Springville City has a Parks and Recreation impact fee fund balance of \$856,444.⁹ An impact fee fund balance credit of \$30.01 per capita will be issued based on the total projected population growth through 2060 of 28,540.

TABLE 29: PER CAPITA IMPACT FEE FUND BALANCE CREDIT

Description	Amount
Parks Impact Fee Fund Balance	\$856,444
Projected Population Growth (2015 - 2060)	28,540
Credit per Capita – Impact Fee Fund Balance	(\$30.01)

5 Summary of Impact Fee

Utah Code 11-36a-304(1)(e): an impact fee analysis shall, based on the requirements of this chapter, identify how the impact fee was calculated;

The total maximum allowable Parks, Recreation and Trails Impact Fee is \$4,072.21 for a single family residential dwellings and \$3,468.48 for multi-family residential dwellings.

TABLE 30: MAXIMUM ALLOWABLE IMPACT FEE

Description	Amount
Park Land	\$347.96
Park Improvements - New Construction	\$364.35
Mowed Acres	\$396.06
Parking Lots	\$42.60
Swimming Pool	\$0.00
Trails	\$50.34
Trail Structures	\$5.29
Skate Park	\$4.87
Consultant Costs	\$2.31
Credits for Impact Fee Fund Balance	(\$30.01)
TOTAL per Capita	\$1,183.78
Average Household Size - Single Family	3.44
Average Household Size - Multi-Family	2.93
Total Maximum Allowable Impact Fee - Single Family	\$4,072.21
Total Maximum Allowable Impact Fee - Multi-Family	\$3,468.48

⁹ Source: Springville City

6 Manner of Financing

Utah Code 11-36a-304(2)(c)(d)(e)(f)(g)(h): an impact fee analysis shall identify, if applicable: other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, federal taxes, or federal grants;

An impact fee is a one-time fee that is implemented by a local government on new development to help fund and pay for all or a portion of the costs of public facilities that are needed to serve new development. These fees are usually implemented to help reduce the economic burden on local jurisdictions that are trying to deal with population and commercial growth within the area. As a matter of policy and legislative discretion, a City may choose to have new development pay the full cost of its share of new public facilities if the facilities would not be needed except to service new development. However, local governments may use other sources of revenue to pay for the new facilities required to service new development and use impact fees to recover the cost difference between the total cost and the other sources of revenue. Additionally, impact fees allow new growth to share in the cost of existing facilities that have excess capacity.

While impact fees will be used to maintain the established level of purchased park services, impact fees will not fully fund the level of park services currently enjoyed by the Springville City residents due to donated park land and donated improved recreation facilities. Therefore, additional system-wide park land and recreation facility improvements beyond those funded through impact fees that are desired to maintain this “higher” level of service will be paid for by the community through other revenue sources such as user charges, special assessments, GO bonds, general taxes, etc.

Impact Fee Credits

The Impact Fees Act requires credits to be paid back to development for future fees that may be paid to fund system improvements found in the IFFP so that new development is not charged twice. Credits may also be paid back to developers who have constructed or directly funded items that are included in the IFFP or donated to the City in lieu of impact fees, including the dedication of land for system improvements. This situation does not apply to developer exactions or improvements required to offset density or as a condition for development. Any item for which a developer receives credit should be included in the IFFP and must be agreed upon with the City before construction begins.

In the situation that a developer chooses to construct facilities found in the IFFP in lieu of impact fees, the arrangement must be made through the developer and the City.

The standard impact fee can also be decreased to respond to unusual circumstances in specific cases in order to ensure that impact fees are imposed fairly. In certain cases, a developer may submit studies and data that clearly show a need for adjustment.

At the discretion of the City, impact fees may be modified for low-income housing, although alternate sources of funding for the recreation facilities must be identified.

Extraordinary Costs and Time Price Differential

It is not anticipated that there will be any extraordinary costs in servicing newly developed park properties. To account for the time-price differential inherent in fair comparisons of amounts paid at different times, actual costs have been used to compute buy-in costs to public facilities with excess capacity and current costs have been used to compute impacts on system improvements

required by anticipated development activity to maintain the established level of service for each public facility.

DRAFT

Certification

Zions Bank Public Finance certifies that the attached impact fee analysis:

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

DRAFT

Appendix A – Notice of Intent to Prepare an Impact Fee Analysis

Utah Code 11-36a-503: Before preparing or contracting to prepare an impact fee analysis, each local political subdivision... shall post a public notice on the Utah Public Notice Website created under section 63F-1-701

3/25/2015

Public Meeting Notice

Entity: Springville

Body: City Council

Subject:	Fees
Notice Title:	Public Notice
Meeting Location:	110 South Main Street Springville 84663
Notice Date & Time:	June 6, 2014 1:00 PM - 1:00 PM
Description/Agenda:	<p>Pursuant to the requirements of Sections 11-36a-501 & 503 of the Utah Code Ann., the City of Springville ("Springville"), a municipal corporation of the State of Utah, located in Utah County, hereby gives notice of its intent to prepare and/or amend its impact fee facilities plan and impact fee analysis for parks, recreation facilities, open space, and trails. The geographical area where the proposed impact fee facilities will be located and impact fee assessed is throughout the entire Springville City limits. You are hereby invited to provide information for Springville to consider in the process of preparing, adopting and implementing, or amending the referenced impact fee facilities plan and impact fee analyses.</p>
Notice of Special Accommodations:	In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.
Notice of Electronic or telephone participation:	Electronic or telephonic participation is not available for meetings of this public body.
Other information:	
Contact Information:	Kim Rayburn, City Recorder 8014912727 krayburn@springville.org

<http://www.utah.gov/pmn/sitemap/noticeprint/218261.html>

1/2

ORDINANCE NO. # _____

AN ORDINANCE ADOPTING THE SPRINGVILLE CITY PARKS, TRAILS AND RECREATION IMPACT FEE FACILITIES PLAN; ADOPTING THE PARKS, TRAILS AND RECREATION IMPACT FEE ANALYSIS; AND ENACTING PARKS, TRAILS AND RECREATION IMPACT FEES.

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

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

WHEREAS, on June 6, 2014, pursuant to the Act, the City properly noticed its intent to update its Parks, Trails and Recreation Impact Fee Facilities Plan and to amend its Parks, Trails and Recreation Impact Fee based on an updated Parks, Trails and Recreation Impact Fee Analysis; and

WHEREAS, the City has reviewed and evaluated the City’s service area for its parks, trails and recreation system, which consists of the entire area within the Springville municipal boundary, and has determined that it is in the City’s best interest to establish the said service area for the purpose of imposing Parks, Trails and Recreation Impact Fees; and

WHEREAS, pursuant to the requirements of Sections 11-36a-301 and 302 of the Act, Zions Bank Public Finance has prepared the “Springville City Parks, Trails and Recreation Impact Fee Facilities Plan” (the “IFFP”), attached hereto as Exhibit “A,” which Zions Bank Public Finance has properly certified pursuant to the requirements of Section 11-36a-306 of the Act; and

WHEREAS, pursuant to the requirements of Sections 11-36a-303 and 304 of the Act, Zions Bank Public Finance has prepared the “Springville City Impact Fee Analysis” (the “IFA”), which Zions Bank Public Finance has properly certified pursuant to the requirements of Section 11-36a-306 of the Act; and

WHEREAS, Zions Bank Public Finance has also calculated for enactment Park, Trails and Recreation Impact Fees as set forth in the IFA and pursuant to the requirements of Sections 11-36a-305 of the Act; and

WHEREAS, on November 6, 2015, pursuant to Section 11-36a-502 of the Act, a full copy of the IFFP, the IFA, and this Impact Fee Enactment Ordinance, along with an executive summary of the IFFP and the IFA that was designed to be understood by a lay person, were made available to the public at the Springville City Public Library and on the City's Website; and

WHEREAS, on November 6, 2015, pursuant to Section 11-36a-504 of the Act, a full copy of this Impact Fee Enactment Ordinance was made available to the public and notice of the City's intent to enact or modify the Parks, Trails and Recreation Impact Fee was posted on the Public Notice Website; and

WHEREAS, on November 4, 2017, the Provo Daily Herald published a notice of the date, time, and place of the public hearing to consider the IFFP, the IFA, and this Impact Fee Enactment or Ordinance; and

WHEREAS, on November 17, 2015, the Springville City Council held a public hearing regarding the proposed and certified the IFFP and the IFA and this Impact Fee Enactment Ordinance; and

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

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

SECTION 1: Adoption.

The IFFP and the IFA are hereby approved and adopted and incorporated herein, and the Parks, Trails and Recreation Impact Fees as set forth in this Ordinance are hereby approved and enacted.

SECTION 2: Service Area.

The service area established in the IFFP and the IFA and for which Parks, Trails and Recreation Impact Fees are established and imposed is all of Springville City (the "Service Area"). The Service

Area is established based upon sound planning principles for the City’s Parks, Trails and Recreation system services.

SECTION 3: Level of Service.

The existing level of service provided by the City’s Parks, Trails and Recreation system shall remain the same for park improvements, mowed acres, parking, trails and trail structures. The new proposed level of service for park land will decrease from 7.67 acres per 1,000 to 5.50 acres per 1,000, and the new proposed level of service for skate park facilities will also decrease. The existing and proposed level of services is shown in Table 1 of the IFFP, as follows:

TABLE 1: SUMMARY OF EXISTING SERVICE LEVELS, PROPOSED SERVICE LEVELS AND EXCESS CAPACITY

Category	Demand Unit	Existing LOS	Proposed LOS	Excess Capacity
Park Land	Acres per 1,000	7.67	5.50	2.17
Park Improvements	Dollar Amount per Capita	\$364.35	\$364.35	-
Park Mowed Acres	Acres per 1,000	3.19	3.19	-
Parking	Dollar Amount per Capita	\$42.60	\$42.60	-
Skate Park	Dollar Amount per Capita	\$9.07	\$4.87	\$4.20
Trails SF	Dollar Amount per Capita	\$50.34	\$50.34	-
Trail Structures	Dollar Amount per Capita	\$5.29	\$5.29	-

SECTION 4: Impact Fee Analysis and Impact Fee Calculations.

As found in the IFA, the Parks, Trails and Recreation Impact Fee calculation is based on the following:

1. Elements. In calculating the Parks, Trails and Recreation Impact Fee, the City has included those costs allowed, including debt service, if any, that are found under Section 11-36a-305 of the Act.
2. Proportionate Share Analysis. Included within the IFA is a proportionate share analysis as required by Section 11-36a-304 of the Act.
3. Formula/Schedule. The Parks, Trails and Recreation Impact Fee is based upon the Act’s required proportionate share analysis in determining the total project costs to maintain the City’s current parks and trails system level of service for new development activity that will occur during the next six (6) to ten (10) years. The following schedule of Parks, Trails and Recreation Impact Fees specify the amount of impact fee to be imposed for each type of development activity and for each type of system improvement and/or the formula the City

has used to calculate the maximum allowable impact fee. The IFA contains a more detailed analysis for the maximum allowable impact fee.

TABLE 30: MAXIMUM ALLOWABLE IMPACT FEE

Description	Amount
Park Land	\$347.96
Park Improvements - New Construction	\$364.35
Mowed Acres	\$396.06
Parking Lots	\$42.60
Swimming Pool	\$0.00
Trails	\$50.34
Trail Structures	\$5.29
Skate Park	\$4.87
Consultant Costs	\$2.31
Credits for Impact Fee Fund Balance	(\$30.01)
TOTAL per Capita	\$1,183.78
Average Household Size - Single Family	3.44
Average Household Size - Multi-Family	2.93
Total Maximum Allowable Impact Fee - Single Family	\$4,072.21
Total Maximum Allowable Impact Fee - Multi-Family	\$3,468.48

4. Impact Fees. In an effort to promote development and to stay below the maximum allowable impact fees, the City adopts the following impact fees based upon a **total per capita amount of \$1,080.00**:

Impact Fee for Single Family	\$3,715.00
Multi-Family (per unit)	\$3,164.00

5. Non-standard Impact Fees. The City reserves the right under the Act to assess an adjusted impact fee that more closely matches the true impact that the land use will have upon the parks and trails system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category.
6. Impact Fee Adjustments.
- a. The City Council is authorized to adjust the standard fee at the time the fee is charged to:
 - i. respond to:
 1. unusual circumstances in specific cases; or
 2. a request of a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school

and an offset or credit for a public facility for which an impact fee has or will be collected, and

ii. ensure that the impact fees are imposed fairly.

b. The impact fee may be adjusted for a particular development based on studies or data provided by a developer after review by the City's Impact Fee Administrator and approval by the City Council.

7. Credits and Reimbursements.

a. A developer, including a school district or a charter school, shall receive a credit against or proportionate reimbursement of an impact fee from the City if the developer:

i. dedicates land for a system improvement,

ii. builds and dedicates some or all of a system improvement, or

iii. dedicates a public facility that the City and the developer agree will reduce the need for a system improvement.

b. The City shall require a credit against the impact fee for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:

i. are system improvements, or

ii. A. are dedicated to the public, and

B. offset the need for an identified system improvement.

SECTION 5: Assessment.

The Parks, Trails and Recreation Impact Fee shall be charged to all new development. The impact fee shall be charged throughout the Service Area for all classes of service.

SECTION 6: Expenditure of Impact Fees.

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

SECTION 7: Refunds.

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

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

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

SECTION 8: Impact Fee Challenges.

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

SECTION 9: Accounting of Impact Fees.

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

SECTION 10: Severability.

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

SECTION 11: Effective Date.

This Ordinance will become effective 90 days after its approval.

SECTION 12: Publication.

The City Recorder shall cause this ordinance or a short summary hereof to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

ADOPTED by the City Council of Springville, Utah, this ____ day of _____ 2015.

SPRINGVILLE CITY

MAYOR WILFORD W. CLYDE

ATTEST:

CITY RECORDER

Exhibit “A”



STAFF REPORT

DATE November 17, 2015

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CAPITAL FACILITY PLAN, IMPACT FEE FACILITY PLAN AND IMPACT FEE ANALYSIS FOR THE POWER DEPARTMENT

RECOMMENDED MOTION

Motion to approve Ordinance _____ readopting the Springville City Power 2013 10-Year Capital Improvement Plan (CIP), Impact Fees Facility Plan (IFFP) and Impact Fee Analysis (IFA); Establishing an Electric Impact Fee to be imposed on all new and/or expanding development.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

Goals: It is the goal of the power department to provide the best customer service possible with the highest level of reliability and stable rates. The department strives to communicate with customers about electrical safety, energy efficiency and conservation, project planning, construction and operating improvements.

Objective: An electric system that has the facilities necessary to deliver the resources needed to meet the demands of capacity and energy of the customers connected in a safe, reliable and economical manner. As the city continues to grow, it will be necessary to update the capital improvement plans as well as monitor and maintain all existing facility investment through good budget processes.

Strategies: Continue to do regular reviews of the Impact Fees as they relate to the Impact Fee Facility Plan and Impact Fee Analysis based on the most current State Impact Fee Act.

BACKGROUND

In 2012, the Springville Electrical Department engaged the services of Salient Power Engineering LLC who partnered with R. E. Pender Inc. ("Consultant") to conduct certain studies and analyses related to the development of an updated Electrical Department Capital Facilities Plan, Impact Fee

City Council

Facilities Plan, and Impact Fee Analysis that the City Council approved, adopted and enacted in July 2013.

In accordance with the consultants' recommendations to review the impact fee projects and collected impact fees every couple of years or so, the power department has recently reviewed the impact fees collected since July 2013 and impact fee projects completed in accordance with the IFFP during that same time period. The power department has found that the impact fees collected and projects completed since adopting the 2013 IFFP and IFA are in compliance with those documents. The proposed ordinance is to reapprove, readopt and reenact the 2013 impact fees. This recommendation is done in accordance with the recommendation of the consultants and does not change the amount of impact fees.

FISCAL IMPACT

None.

Attachments:

1. Ordinance readopting the Springville City Power 2013 CIP, IFFP, IFA document
2. Springville City Power Capital Facility Plan, Impact Fee Facility Plan and Impact Fee Analysis - May 2013

SPRINGVILLE CITY POWER
Capital Facility Plan, Impact Fee
Facility Plan and Impact Fee Study

May 2013



Submitted By:

Christopher W. Mielke PE -
Robert E. Pender ASA -

Salient Power Engineering LLC
R. E. Pender Inc.



R. E. Pender Inc.

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Section 1 - Background

1.1 Introduction

Springville City (“the City” or the “Client”) engaged the services of Salient Power Engineering LLC who partnered with R. E. Pender Inc. (“Consultant”) to conduct certain studies and analyses related to the development of an updated Electrical Power Capital Facilities Plan, Impact Fee Facilities Plan, and Impact Fee Analysis (“Impact Fee Study”) that will be implemented upon city council approval. The current Springville Impact Fees were implemented in 2004. The work for the immediate Impact Fee Study was conducted in accordance with a Consulting Agreement, dated September 17, 2012 , between Springville and the Salient Power Engineering LLC ; and Utah Statute U.C.A. 1953 § 11-36a-102.

The 2012-2013 Impact Fee Study was issued to update the previous study which was performed in 2004 by Electric Power Engineering Associates. This study was similar in scope to the current study and a similar methodology was used to create the updated study. Some of the projects identified in the 2004 study are still ongoing and are noted in this study.

In conducting the subject study, certain publicly available information, data supplied by Springville, and electronic spreadsheets developed specifically for this engagement were utilized. In reaching the conclusions and recommendations discussed herein certain assumptions and considerations were made regarding future events and circumstances that may affect the ultimate outcome of the results. No assurances or guarantees are made as to the actual outcome of any assumption or consideration made in the development of these studies. However, it is believed that all assumptions and considerations made herein are appropriate and reasonable for purposes of the Impact Fee Study. In addition, certain information was obtained by the Consultant by other sources, all of which are believed to be reliable and reasonable for the purpose of this undertaking.

1.2 Impact Fees - General

Generally speaking, impact fees are used by government agencies (e.g., city and county governments) to fund certain capital-related expenditures (e.g., new infrastructure) incurred in providing

governmental services to “new” development as mandated by law or ordinance. The basic philosophy behind the implementation of impact fees is that “new” development should bear the additional or “incremental” capital cost incurred in order to provide services to the “new” development. This establishes a cost causation or “nexus” requirement between the cost incurred in providing the service and those who benefit from the service. To be clear however, impact fees are not intended to recover annual operating expenses (e.g., utility costs) or to pay for capital expenditures related to the correction of an existing deficiency in the service provided.

There are two generally recognized methods for calculating impact fees: the *inductive* method and the *deductive* method.

Under the *inductive* method, the cost and capacity of a particular facility is identified and used as the generic model for all future facilities. Take for example the cost of a new electrical substation having a construction cost of \$2,000,000 and sized to serve approximately 5,000 residential dwelling units and 1,000,000 of commercial square feet. In this very simple example, assuming the capital cost is recovered evenly (50% each) between residential and commercial loads, the impact fee would be determined as follows:

$$\begin{aligned} \text{Residential} &= \$2,000,000 \times .50 / 5,000 = \$200 \text{ per dwelling unit} \\ \text{Commercial} &= \$2,000,000 \times .50 / 1,000,000 = \$1.00 \text{ per sq. foot.} \end{aligned}$$

An advantage to this method is that it is fairly straightforward and easy to implement. It also is not affected by changes to capital improvement plans or population estimates. The monies needed for the future capital requirement (like the electrical substation in the above example) will be available as soon as actual growth reaches the design levels, which may be any number of years down the road. A disadvantage of the inductive method is that the impact fee calculation is based on a generic model approach and, therefore, may not address the special needs of the community. It also may fail to capture all of the capital requirements associated with the project, including, for example the additional facilities that will be needed to support the primary project (e.g., required increases to the capacity of administrative support offices).

The *deductive* approach involves calculating the impact fee based on the anticipated additional demand (e.g., number of new residential dwelling units) on a facility or infrastructure used in providing services. Normally, the entity implementing the impact fee usually will have an established

level of service (“LOS”) standard for the particular service (e.g., 1 community park per 5,000 population) or alternatively, the current LOS (1 community park serving an existing population of 4,000) is used as the basis to determine the capital requirements underlying the impact fee calculation. In either case, once the LOS standard is known, it is a matter of applying that standard to future growth projections in population and/or commercial space as reflected in a master plan and/or capital improvement plan to determine the new capital requirements.

An advantage of using the deductive method is that it will address the specific needs of the community when determining the future capital requirements. The downside is that this method requires much more detailed information to perform the calculations and must be updated periodically as changes in population projections, master plans, etc. occur.

The inductive and deductive methods are both valid and the use of one or the other will depend largely upon the information available and the specific circumstances of the community. In calculating the subject impact fees for Springville we have employed only the deductive approach.

1.3 Impact Fees - Utah

Almost all states have some form of impact fees and 26 of those states have statutes authorizing the use of impact fees. In Utah, impact fees are governed by state statute, specifically U.C.A. 1953 § 11-36a-102 (the “Statute”). A copy of the Statute is attached hereto as Appendix A.

Very generally, the Statute requires that each political subdivision imposing an impact fee shall, with some exceptions, (1) prepare an Impact Fee Facilities Plan (§ 11-36a-301), (2) perform an Impact Fee Analysis (§ 11-36a-303), (3) calculate the Impact Fee(s) (§ 11-36a-305) and (4) certify the Impact Fee Facilities Plan (§ 11-36a-306).

According to the Statute, the “Impact Fee Facilities Plan (“IFFP”) shall identify (a) demands placed upon existing public facilities by new development activity; and (b) the proposed means by which the political subdivision will meet those demands.” The IFFP shall also generally consider all revenue sources, including impact fees, used to finance impacts on system improvements. This report combines the IFFP with the system Capital Facilities Plan (CFP). The difference between the IFFP and the CFP is that the CFP includes projects which are unrelated to the impact fee. For example if it is determined that a transformer must be replaced do to aging and is unrelated to new development demands it would be included in the CFP but would not be included IFFP.

The Impact Fee Analysis (“IFA”) portion of the Statute states that (1) “each local political subdivision or private entity intending to impose an impact fee shall prepare a written analysis of each impact fee:” and (2) “shall also prepare a summary of the impact fee analysis designed to be understood by a lay person.” The requirements of the IFA include identifying the estimated impacts on existing capacity and system improvements caused by the anticipated development activity. The political subdivision must also estimate the proportionate share of (i) the costs of existing capacity that will be recouped and (ii) the costs of the impacts on system improvements that are reasonably related to the new development activity.

The calculation of the Impact Fee may include the following:

- (a) The construction contract price;
- (b) The cost of acquiring land, improvements, materials, and fixtures;
- (c) The cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and
- (d) For a political subdivision, debt service charges, if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Also, the Calculation of the Impact Fee must be based on realistic estimates and the assumptions underlying such estimates must be disclosed in the IFA.

Finally, a written certification shall be included in the IFFP and the IFA by the person or entity that prepared those requirements.

1.4 Springville City Power

Springville City Power, located in Springville, Utah, is a municipal-owned electric utility which was formed in 1904. Springville City power serves nearly 10,650 customers in Utah County with a system coincident peak demand of 55.8 megawatts¹. The utility's service area spans 34.23 square miles including all of Springville City limits and additional area in Utah County. Along with its electric distribution system, Springville owns and operates four hydroelectric generators and one natural gas generating

¹ As of year-end 2012.

plant (Whitehead Power Plant) with an overall generating capacity of nearly 36.2 MW. Prior to the current economic slowdown, annual customer growth averaged around 5-6% per year²; however, recent growth has been a very modest 1-2% per year. The customer base includes approximately 9,150 residential, 880 commercial, 2 industrial and 100 Church buildings and Government metered accounts (collectively listed as other) customers or accounts³.

1.5 Utah County



Utah County is situated in north-central Utah, about 44 miles south of Salt Lake City. Provo City, the county seat, is the largest city in the county. Utah County is the second most populous county in Utah. The total land and water area of the county is 2,142 square miles and is the 16th largest in the state. As of the 2010 Census, the county had a total population of 516,564 residents at a population density of 234.1 per square mile.

There were 148,350 housing units at an average density of 74 per square mile. The 2010 Census also indicates there were 140,602 occupied households in the County with the average household size being 3.57 and the average family size was 3.88. Almost 70 percent of households were headed by married couples and some 50 percent had children under the age of 18 living with them.⁴ The largest employers in the County are Brigham Young University, Alpine School District and Utah Valley Regional Medical Center. The largest portion of the workforce is employed in the Education, Health and Social Services and Trade, Transportation and Utilities sectors.⁵

² Springville City metering data.

³ Springville City metering data.

⁴ Sources: Wasatch County General Plan and en.wikipedia.org.

⁵ Source: Economic Development Corporation of Utah.

Section 2 - Capital Facilities Plan and Impact Fee Facilities Plan

2.1 General

The first step in updating a Capital Facilities Plan (CFP) is to collect information about the current system. This information can be specific electrical system infrastructure and resources as well as demographic information about populations, growth and customer profiles. Historical load information is evaluated and used in conjunction with population growth estimates to predict the future load demands on the system due to development as well as changes in customer usage profiles. The next step is to place these new loads onto the system, evaluate the performance of the system under the new loading requirements, and make recommendations for future capital projects to maintain the same level of service to both the existing customers as well as the new growth.

Similar to a Capital Facilities Plan, an Impact Fee Facilities Plan (IFFP) focuses on only the impact that new development has on the Capital Facilities Plan. As discussed below, the IFFP shall, in accordance with the Statute, identify (a) demands placed on existing public utilities by new development activity and (b) the proposed means by which the local subdivision will meet those demands. In addition, each local political subdivision shall generally consider the revenue sources that will be used to finance the impacts on system improvements.

In other words, a capital facilities plan includes all projects which are necessary to maintain the system's current level of service to all customers both existing and future. An Impact Fee Facilities Plan includes only those projects which are directly necessitated by the demands of new development. These projects would not need to be implemented by the City "But For" the additional demands placed on the system by the new growth.

All electrical systems need continuous maintenance and equipment must be replaced as it fails or begins to reach the end of its design life. These projects must not be included in the IFFP but should be included in the CFP as these updates were not necessarily brought about due to additional development on the system. A substation transformer is generally designed to have an

in-service life of approximately 30 years. However, careful maintenance and conservative loading can extend the life of equipment well beyond the design life. Many utilities use their CFP plan to phase in new equipment to replace older equipment. However, because the actual effective life of equipment can be longer (or shorter) than its design life, utilities should periodically test their equipment in an attempt to predict the effective life remaining of that asset. This testing can include core samples of transmission and distribution poles, oil and electrical tests of transformers, power factor and impedance tests of substation equipment, among many others. Using the results of these tests, equipment can be more economically upgraded based on actual condition rather than relying on design life alone.

Through the efforts of the city’s staff and leadership, the city’s electrical system has been very well thought out and implemented. The current condition of the City’s substations and transmission assets is in general very good. The average age of the City’s substation transformers is approximately 17 years and auxiliary equipment at these substations has been continuously tested and upgraded. All five of the existing distribution substations have either been recently upgraded, or in the case of 900 North Substation, are currently in the process of being updated.

2.2 City Population

The 2010 Census population of the City of Springville was 29,466. The Governor’s Office projections of the population for Springville are shown below alongside the growth projections given to the consultant from the City.

Table 2-1
Springville City Population

Description	2010	2020	2030	2040
Capital Facilities Plan Growth	29,466	39,214	48,609	58,004
Governor’s Office Growth	29,468	44,468	50,740	58,000

Source: Governor’s Office Website and Springville City Staff

The Table 2-1 above shows that the Governor’s Office growth predictions to be slightly more aggressive in the short term before leveling off at “Build Out” in the year 2040. Springville City Staff decided to standardize on a single growth projection across all impact fee studies being

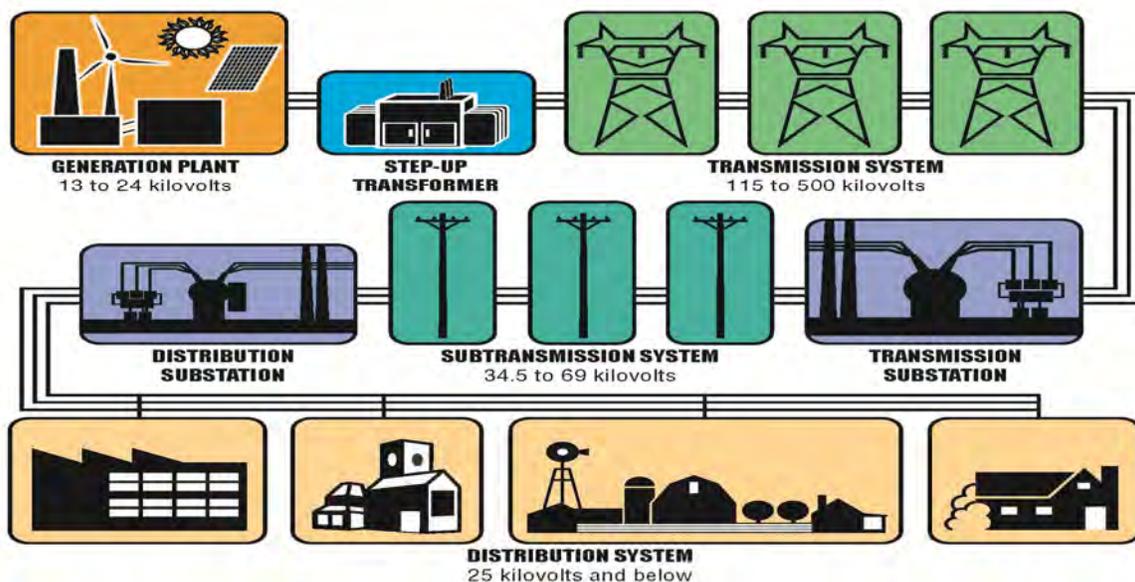
performed in 2013 which was provided to Consultant. The Capital facilities Plan growth projections were used in the creation of the CFP as well as the Impact Fees Facility Plan.

2.3 Existing Infrastructure

2.3.1 Power System Basics

As illustrated in Figure 2-1 below, an electrical power delivery system is made up of three basic components or functions: electric generators that produce the power; a transmission system to deliver the power to the distribution system; and the distribution system which delivers the power to the end-user. All of the components in the figure are present in the City’s existing electrical system in some form.

Figure 2-1
Illustration of a Typical Power Delivery System



Source: Tri-State Generation and Transmission website

2.3.2 Electricity Supply

In any electrical system, electricity (measured in kilowatt-hours) is produced by a number of generation technologies, powered by a diversity of fuel resources. A utility may also utilize generation supplied by others in the form of purchased power agreements, which can include firm power (long-term, interim, and short-term); unit power (a purchase out of a specific generating unit)

and non-firm (usually short-term). The type and amount of each generating resource that is utilized by the utility in meeting its hourly demand (measured in megawatts) for electricity at any point in time will depend primarily on the amount and duration of the demand, the availability of the generating units, and the variable operating cost of the generating unit(s). Very simply, in meeting the daily demand for electricity, each available generating resource is stacked according to its operating cost (lowest to highest) and subsequently dispatched to meet the demand for electricity in each hour of the day.

The city of Springville has four “run-of-river” hydro-electric generators meaning that the generators run based on the flow of water at that point in time. Unlike storage hydro where a large mass of water is stored in a reservoir and can be “scheduled” or run on an as-needed basis, these generators simply offset other forms of generation at whatever the natural flow of the river allows them. Whitehead Power Plant however can be operated as financial or other obligations dictate.

The City is also a member of the Utah Associated Municipal Power Systems (UAMPS), an organization that allows each member to invest collectively in projects which benefit each specific member. Through UAMPS the city is able to participate along with other Municipalities in projects including wind, natural gas, hydroelectric and coal-fired generation. The City has also purchased a percentage of the UAMPS Nebo Power station near Payson, Utah.

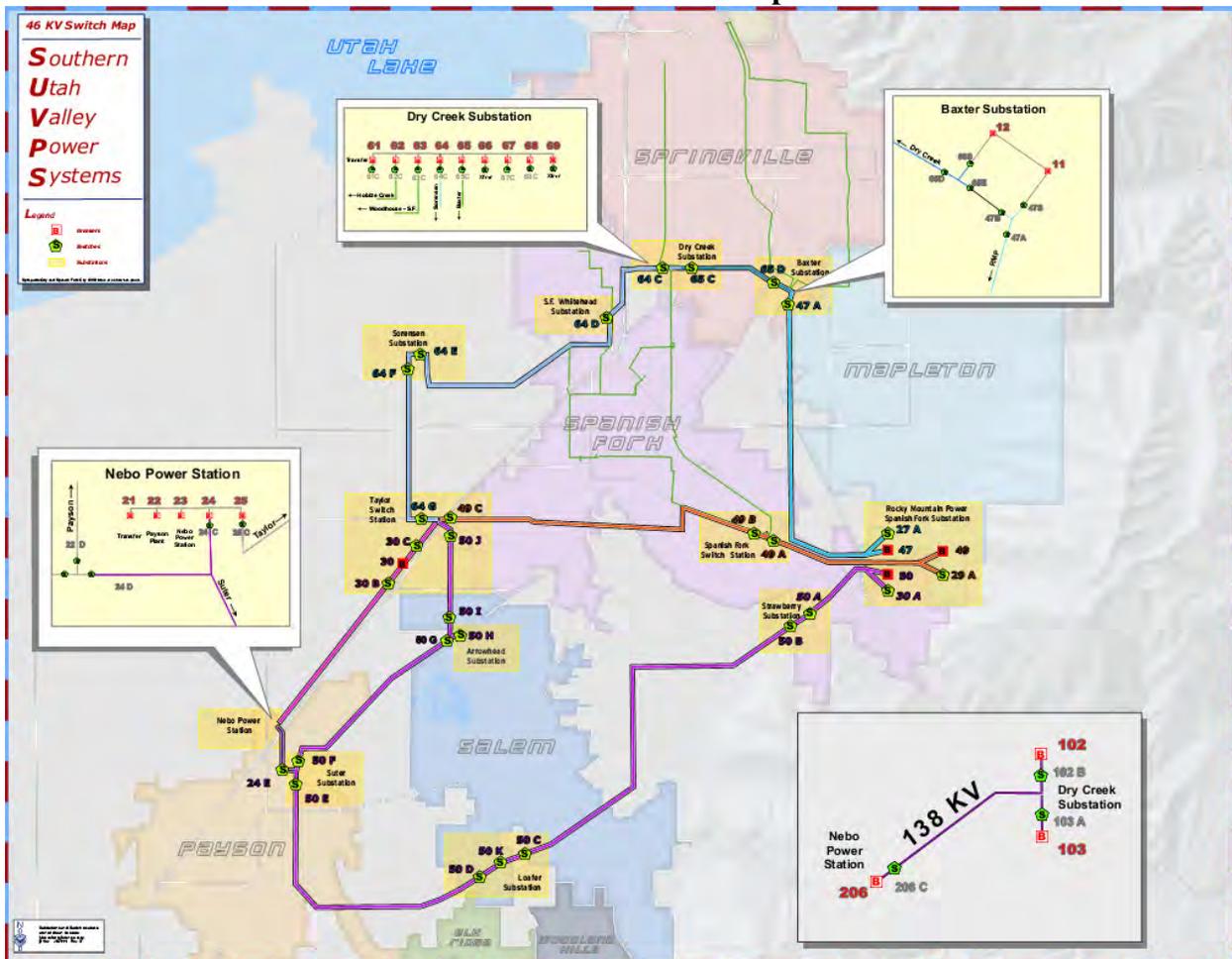
2.3.3 Transmission System

A power transmission system is sometimes referred to colloquially as a "grid." Redundant paths and lines are provided so that power can be routed from any power plant to any load center, through a variety of routes, based on the economics and physical characteristics of the transmission path and the cost of power. Whitehead Power Plant steps the 6.9kV Generator voltage up to the City’s sub-transmission voltage of 46kV for distribution throughout the City. The City’s hydroelectric plants are connected to the distribution system at 12.47kV and, due to their small size, are “consumed” on the distribution network without feeding any power to the 46kV system. Springville City’s external energy sources or points of delivery are the SUVPS Dry Creek Substation and the City’s Calvin J. Baxter substation.

Dry Creek Substation is fed from several 138kV transmission lines and contains two 138kV-46kV transformers. Springville uses two bays on the 46kV bus attached to these transformers to feed Baxter Substation and Hobble Creek Substation. Baxter substation also has a second 46kV feed from Rocky Mountain Power’s Spanish Forks Substation.

A map of the SUVPS power system is included below. The city is located at the northern most edge of the SUVPS system, while the green lines feeding into the city represent the current 46kV transmission lines owned by the City.

**Figure 2-3
SUVPS 46kV Switch Map**



Source: City of Springville

2.3.4 Distribution System

Electricity distribution is the final stage in the delivery of electricity to end-users. A distribution system's network carries electricity from the transmission system and delivers it to consumers. The City's electric distribution system includes medium-voltage (12.47kV) distribution lines, switches, poles, transformers, service drops, and metering. The City's distribution system begins as the voltage is stepped down from 46kV to 12.47kV, via the City's six substation transformers located at the five distribution substations dispersed throughout the city (Baxter Substation contains two distribution transformers). Table 2-2 below shows each distribution substation and the capacity of the transformers within each substation. Table 2-2 does not include city owned generation step-up transformers at the hydros and Whitehead.

**Table 2-2
System Transformer Capacity**

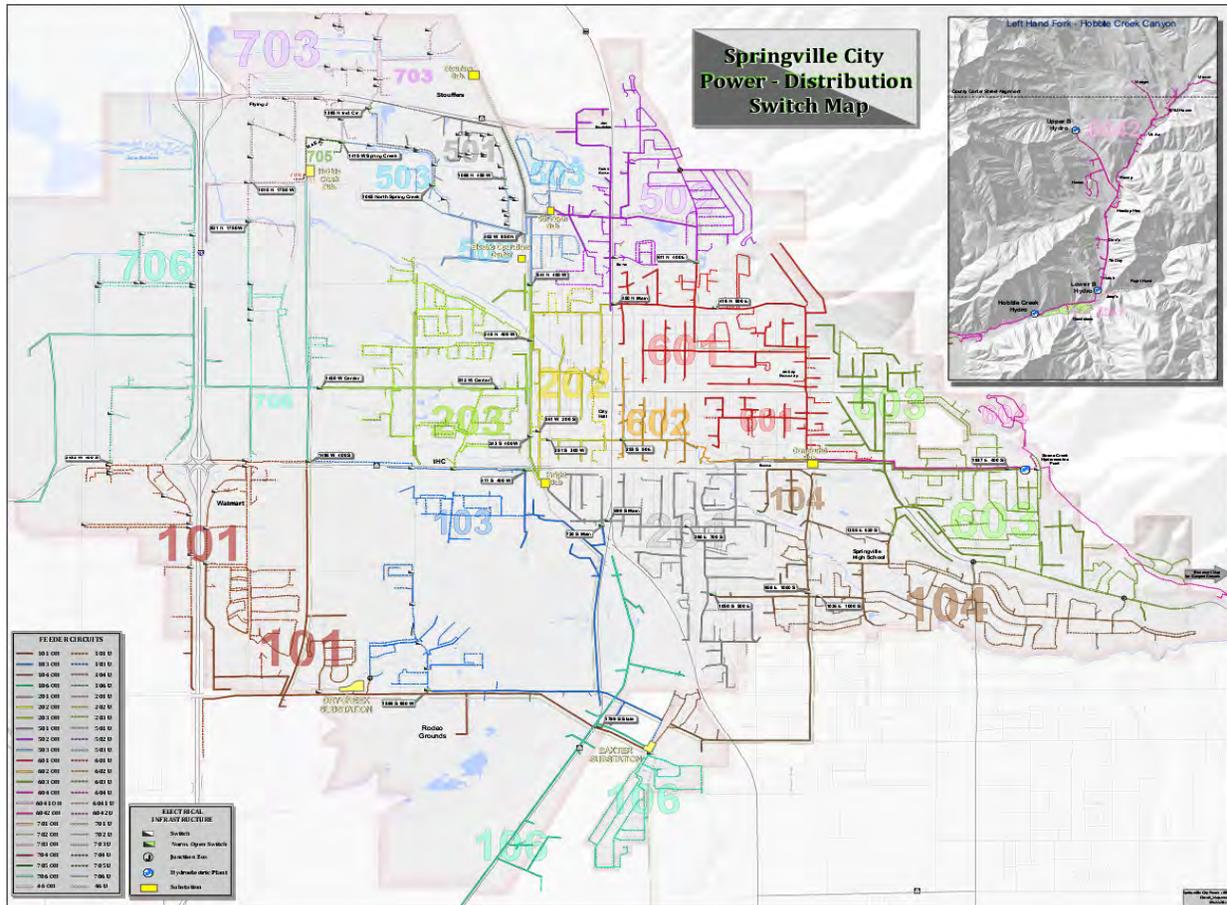
Transformer	Primary Bus voltage	Secondary Bus Voltage	Load Tap Changer	Manufacture Year	MVA Base Rating
Distribution Substations					
Baxter Substation Transformer #1	46kV	12.47kV	Yes	2004	12
Baxter Substation Transformer #2	46kV	12.47kV	Yes	1993	12
Compound Substation	46kV	12.47kV	Yes	2007	12
Hobble Creek Substation	46kV	12.47kV	Yes	2001	25
Knight Substation	46kV	12.47kV	Yes	2008	12
900 North Substation	46kV	12.47kV	Yes	1976	12
Total Distribution Transformer Capacity					85
Industrial Substations					
Stouffers Substation Transformer #1	46kV	4.16kV	Yes	1997	12
Stouffers Substation Transformer #1	46kV	4.16kV	Yes	1997	12
Total Industrial Transformer Capacity					24

Conductors for the distribution delivery system are either located overhead on utility poles, or buried underground. Distribution is normally three-phase in order to serve all types of customers; residential, commercial, and industrial. The City currently owns approximately 215 miles of distribution lines throughout the city.

The distribution system ends as the secondary service enters the customer's meter socket via a transformer (pole mounted or ground level protective enclosure), which reduces the distribution voltage to the relatively low voltage used by lighting and interior wiring systems.

A copy of the City’s Power distribution map is shown below with the yellow boxes designating the Substation and the colored lines representing the 12.47kV Distribution system.

**Figure 2-4
Springville City Power-Distribution Map**



Source: City of Springville

In addition to the five distribution substations discussed above, the city also operates and maintains Stouffers Substation, Whitehead Power Plant Substation and a portion of Dry Creek Substation. Stouffers substation represents the City’s only dedicated industrial substation; this substation feeds power exclusively to the Stouffers plant at 4.16kV. Whitehead Substation (shown on the above maps as “Electric Operations Center”) contains three transformers which as discussed above step up voltage from the generators at 6.9kV and onto the 46kV loop.

2.4 Level of Service Standards

The City plans, designs and operates its system based on the following criteria:

- Transformer ratings under varying load levels and loading conditions must remain below their base rating;
- The system must be able to adequately serve load under single contingency (N-1) situations, where “N” is a power system elements such as a transformer or line;
- The system switching required under an N-1 contingency should remain as simplified as possible to ensure that switching orders not become unnecessarily complex
- Distribution circuit loading criteria must remain below 90% of its maximum current rating;
- Primary circuit voltage must remain between 95% and 105% of its nominal value; and
- Distribution circuit mains must be able to serve additional load under N-1 contingencies.

The above criteria were used to determine Springville’s future facility needs based on the amount of load (i.e., demand) placed on the existing system over a pre-determined CFP/IFFP planning horizon (e.g., one, three, six, ten and twenty years).

2.5 Demands Placed on Existing Facilities

The demand placed on an electric system is typically measured in kilowatts (kW) or kilovolt-amperes (kVA) and stated as either coincident-peak (“CP”) demand or non-coincident peak (“NCP”) demand. The system CP demand is typically the maximum hourly demand for the entire system measured over some time period (e.g. week, month, year); i.e., the point in time where the sum of all demands placed on the system are the highest for the system as a whole. The NCP demand represents the sum of the maximum demands of individual customers or customer classes (e.g., residential, commercial, industrial) measured or estimated for a time period. The CP demand represents the combined loads across all customer classes measured at the system level where the NCP demand represents the total demand the system would be subject to if all customer classes peaked at the same time. The CP demand by definition will always be lower than the NCP demand. For purposes of calculating Impact Fees, CP is used to represent the demands placed on existing facilities, primarily because the CP demand is normally the demand that a utility plans for when sizing facilities that will be used to meet future growth on the system. However, each individual piece of equipment must be able to support its own individual peak demand even if that demand does not occur at the same time as the system’s CP.

The analysis of the City’s projected demands for the CFP/IFFP one, six, ten, and twenty year plans through 2032, is shown in Exhibit 1 attached hereto and summarized hereunder in Table 2-3.

Table 2-3

**Summary of CP and NCP Demands
For the Period 2013 through 2032**

Description	2013 1 Year	2015 3 Year	2018 6 Year	2022 10 Year	2032 20 Year
Total System CP Demands (kW)	55,871.1	59,239.2	64,439.3	71,259.0	88,950.2
Total System NCP Demands (kW)	66,426.9	70,533.1	76,912.6	85,307.3	106,768.5

The System CP Demands for the forecast period were developed by the Consultant and reviewed by the City. From the Load forecast in Exhibit 1, the Estimated NCP Demands (measured at the meter) shown on lines 25-29 were computed based on the Projected Energy Sales (shown on lines 4-8) and the following assumptions and considerations:

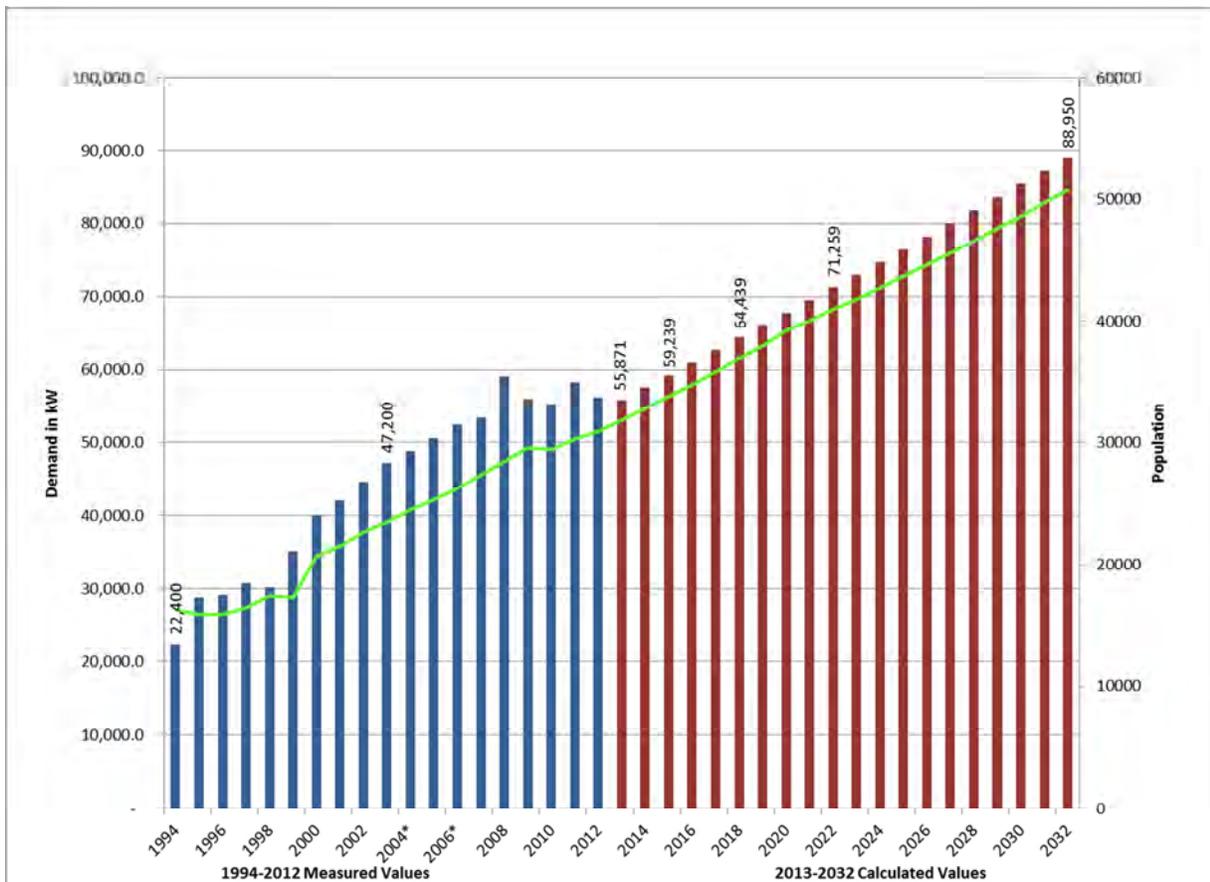
- Residential customer growth will average approximately 300 new connections per year and was correlated to the anticipated population growth as defined by the City. Commercial customer growth was assumed to be approximately 10 percent of Residential customer growth based on a review of historical data. No growth in customers was assumed for the Industrial rate class and the “Other” customer class was assumed to grow at approximately seven (7) connections per year, based on an analysis of historical data.
- Growth in Average Annual Usage per Customer (lines 40-43) for residential, commercial and other customer classes was assumed to be nil due to increases in appliance efficiencies and demand side management programs. Industrial customers were predicted to show growth in relation to GDP.
- Estimated NCP Load Factors (lines 44-47) were assumed to be: Residential – 30%; Commercial – 40%; Industrial – 65% and Other - 40%.
- The System Load Factor (line 3) was assumed to average approximately 50% over the forecast period and approximates recent historical loading patterns for the system. And was determined by historical loading.

As discussed later in Section 3, it is the estimated change (i.e., increase) in the Total System CP Demand from 2012 to 2022 that is used as the basis for calculation of the Impact Fees. Based on 2012

metering data the system CP was 56,325 kW and the total system load was 241,568 MWh, by dividing the system load by the number of hours in the year (8,760hrs) and dividing that number by the system CP we get a load factor of 49.0%.

The chart below summarizes both the historical demand (blue) and the future demand (maroon) as designated in Exhibit 1. The green line represents the expected population as discussed in Section 0.

Figure 2-5
Graph of CP Demands and Population
For the Period 1994 through 2032

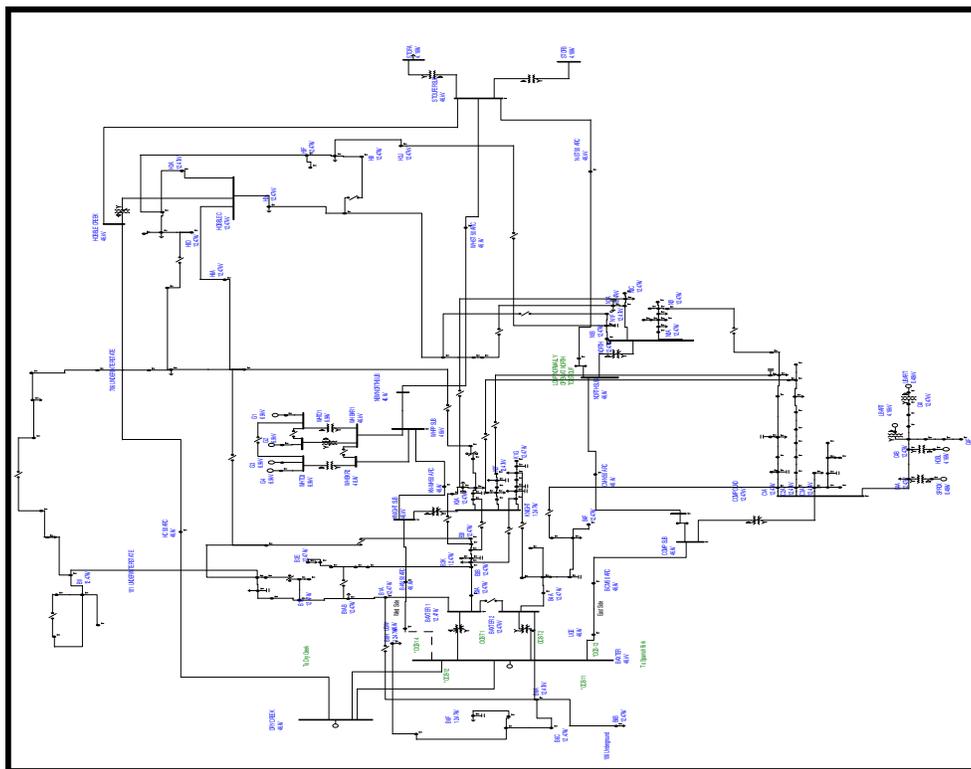


2.6 System Modeling

In order to find the deficiencies and surpluses within the City’s current electrical system, a working electrical model was created by the Consultant with data collected from city employees, substation inspections by the consultant, SUVPS reports and PacificCorp information. This model, created using Aspen Power Flow, Version V11.10 and any deficiencies in the existing systems were then noted,

analyzed and a corresponding CIP project was assigned to address each existing deficiency. After the existing system was analyzed the model was updated for the estimated changes in demands do to growth on the system at different CIP plan intervals. At each CIP interval the system was then evaluated and any deficiencies created by this additional demand were identified and noted as a CIP/IFFP project for that plan interval. When the model was then updated for the next plan interval it was assumed that all the capital projects identified in the CFP/IFFP for the previous interval were implemented. The Figure 2-6 below shows the 2012 “Base Case” model with the existing system components.

Figure 2-6
Aspen Load Flow Model
2012 Base Case Model



2.7 “N-1” Contingencies

Being able to continuously operate at an acceptable N-1 contingency level means that the system can withstand the loss of any single system component (equipment, transmission line, source, etc.) while still providing service to its customers at an acceptable standard of service as defined above. In order

to verify that the City maintains N-1 contingency in its current system as well as for the future growth, each model was modified to remove electrical components from service. Single contingency analysis was conducted for substation transformers, 46kV line segments, certain critical underground cables, generator failures and source failures.

As an example, if one of the substation transformers in Table 2-2 fails, the load being fed from that transformer must be fed from any of a combination of the remaining substation transformers. This load is transferred over to neighboring substation transformers by use of distribution switches at the 12.47kV level. The transfer of this load from one transformer to its neighbors necessitates that both the neighboring transformers have enough available capacity to serve this additional load and that the distribution system is robust enough to support the transfer of the additional demand through the 12.47kV distribution system.

2.8 Model Results

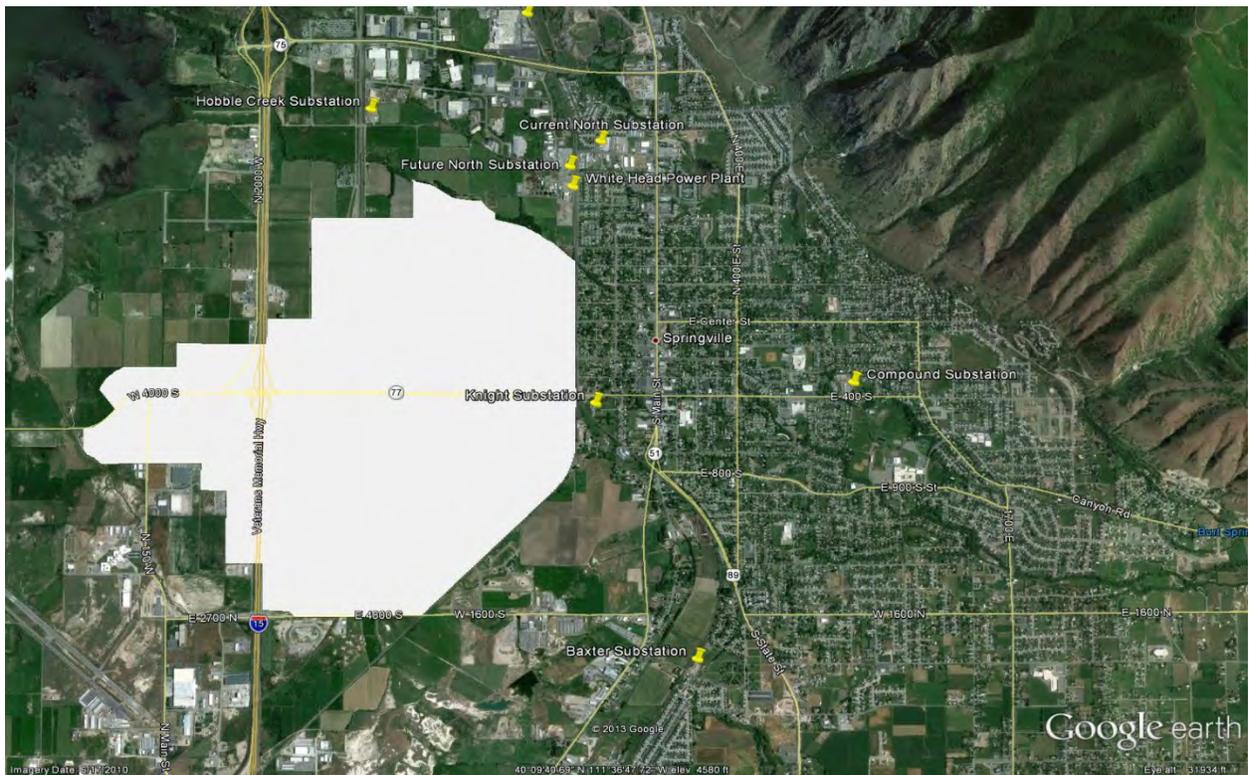
Included in Exhibit 2 are consolidated results from the above load flow simulations for both intact systems and selected N-1 system contingencies. The results of the “2012 Base Case” model confirmed that the current system is able to serve the entirety of its current load within the identified standard of service. The existing system was identified to have a single existing deficiency within the City’s existing 12.47kV system as identified in Section 2.11-CFP/IFFP Projects – Project #21 Upgrade to Feeder 602. This deficiency was identified under N-1 contingency for the failure of the transformer at Compound Substation.

As discussed in Section 2.6, each time a deficiency was identified a project was assigned and assumed to be implemented before the next analysis was run. Section 2.11 CFP/IFFP Projects lists projects which the study identified as being necessary over the CFP/IFFP planning windows. These projects were broken down into five priority levels; High Priority, Moderately High Priority, Medium Priority, Low Priority and Long Term Priority, each level corresponds to a different implementation schedule. The physical location of future development was modeled as realistically as possible, however due to unpredictability of load growth in both scale and the location some projects in the CFP/IFFP may need to be implemented prior to the scheduled dates below and some can be postponed.

2.9 10 Year IFFP Boundary

The City staff provided the Consultant with a map showing the area to be focused on for the 10-year IFFP plan. The area shown in Figure 2-7 is approximately centered about 400S from and is bordered by the Union Pacific rail road tracks to the east and extends to west of Interstate 15 corridor. This is the area where the most significant growth was predicted and placed into the model.

Figure 2-7
City of Springville
10-Year IFFP Boundary



Source: City of Springville

2.10 SUVPS Projects

As discussed above the City is a member of the Southern Utah Valley Power Systems (SUVPS) along with three other cities and one service district. SUVPS operates on funding from its members to provide transmission and transformation for resources which are purchased through UAMPS for Springville City. As a member of SUVPS the City is a partner in various projects which benefit the entire Southern Utah Valley as well as the City specifically. The cost of these projects is divided

amongst the member utilities equitably based on the benefit to each utility by project. SUVPS recently released an updated CFP prepared by Intermountain Consumer Professional Engineers Inc. The Projects required for N-1 contingencies based on the current SUVPS system load of 155MW are listed below along with the required contributions from each SUVPS Member. Because these projects are listed as being required for the existing loading they are qualified as “Existing Deficiencies” in the Springville CFP/IFFP project listing. However, there are a number of future SUVPS projects identified in the project listings which may be required due to future demands. These projects can be included in the IFFP projects; however, SUVPS has not determined the budget for these projects or an allocation to each member. The IFFP project listing should be updated after SUVPS issues an approved budget with the appropriate projects included.

Table 2-4
SUVPS Capital Projects 2013-2020
Approximately 155MW SUVPS Total Peak Load

Project	Nebo Trans. D.C. Trans	Capacitors	Line Improvements	Hale Line Interconnection	RMP Coordination	SF-Whitehead to Dry Creek
Payson	\$196,500	\$205,440	\$701,920	\$265,360	\$42,800	\$25,680
Springville	\$412,000	\$434,280	\$1,483,790	\$560,945	\$90,475	\$54,285
Sp. Fork	\$1,661,500	\$413,280	\$1,412,040	\$533,820	\$86,100	\$51,660
Salem	\$ 230,000	\$60,240	\$205,820	\$77,810	\$12,550	\$7,530
SESD	\$ -	\$86,760	\$296,430	\$112,065	\$18,075	\$10,845
Project Total	\$2,500,000	\$1,200,000	\$4,100,000	\$1,550,000	\$250,000	\$150,000

Source: SUVPS Report prepared by ICPE

2.11 CFP/IFFP Projects

CFP items are listed based on five priority levels as described below, as discussed in Section 1 the deductive method of IFA calculation was used:

- Priority 1: High Priority – Recommended to be completed within one year
- Priority 2: Moderately High Priority – Recommended to be completed within 3 years
- Priority 3: Medium Priority – Recommended to be completed within 6 years
- Priority 4: Low Priority – Recommended to be completed with 10 years
- Priority 5: Long Term Priority – Recommended to be completed within 20 years
- Existing Deficiencies: CFP Only

An outline of these projects is listed in Table 2-5 and a more detailed listing is included in Exhibit 2.

**Table 2-5
CFP/IFFP Projects
Outline**

PRIORITY ONE - HIGH PRIORITY					
NUMBER	PROJECTS	Percent to Growth	Estimated Cost	To Impact Fee	Implementation Schedule
1	Upgrade to Feeder 101 Main	41%	\$647,906	\$266,815	1 year
2	Upgrade to Feeder 706 Main	41%	\$140,716	\$57,948	1 year
3	Upgrade to Feeder 706 Main	41%	\$101,219	\$41,683	1 year
4	Upgrade to Feeder 501 UG	40%	\$113,837	\$45,535	1 year
5	Capacitor Additions to System	100%	\$7,500	\$7,500	1 year
6	North Substation Relocation	30%	\$655,000	\$196,500	1 year
			\$1,666,178	\$615,981	
PRIORITY TWO - MODERATELY HIGH PRIORITY					
NUMBER	PROJECTS	Percent to Growth	Estimated Cost	To Impact Fee	Implementation Schedule
7	Upgrade to Feeder 601	49%	\$402,704	\$197,230	3 years
8	Upgrade to Feeder 101 UG	54%	\$312,916	\$168,529	3 years
9	Upgrade to Feeder 706 UG	54%	\$160,992	\$86,707	3 years
10	Upgrade to Feeder 203	41%	\$260,939	\$107,458	3 years
11	Upgrade to Feeder 203	41%	\$200,420	\$82,535	3 years
12	Move feeder 103 from T1 to T2	100%	\$25,000	\$25,000	3 years
13	Capacitor Additions to System	100%	\$30,000	\$30,000	3 years
14	Complete Line to Stouffers	100%	\$950,000	\$950,000	3 years
15	Stouffers Updates			\$0	3 years
15a	Circuit Switchers on Existing Transformers (2)	10%	\$162,470	\$16,247	3 years
15b	Circuit Breaker Addition for 46kV loop	50%	\$275,000	\$137,500	3 years
15c	Motor operated switch on Third Bay	100%	\$14,500	\$14,500	3 years
SUVPS 6	Hale Line Interconnection	100%	\$573,655	\$573,655	3 year
SUVPS 7	Power factor Improvement (On Going - Addressed Above)			\$0	3 years
SUVPS 8	138/46kV Transformer/Substation Improvements	100%	TBD	\$0	3 years
SUVPS 9	Line Improvements	100%	TBD	\$0	3 years
SUVPS 10	RMP Coordination	100%	TBD	\$0	3 years
			\$3,368,597	\$2,389,361	3 years
PRIORITY THREE - MEDIUM PRIORITY					
NUMBER	PROJECTS	Percent to Growth	Estimated Cost	To Impact Fee	Implementation Schedule
16	Install Feeder 704	100%	\$572,286	\$572,286	6 years
17	Capacitor Additions to System	100%	\$37,500	\$37,500	6 years
SUVPS 11	Power Factor Improvements (On Going and Taylor)	TBD	TBD	\$0	6 years
SUVPS 12	Additional 138kV Line Support	TBD	TBD	\$0	6 years
SUVPS 13	138/46kV Line Transformation	TBD	TBD	\$0	6 years
SUVPS 14	Line Improvements	TBD	TBD	\$0	6 years
SUVPS 15	RMP Coordination	TBD	TBD	\$0	6 years
			\$609,786	\$609,786	
PRIORITY FOUR - LOW PRIORITY					
NUMBER	PROJECTS	Percent to Growth	Estimated Cost	To Impact Fee	Implementation Schedule
18	Upgrade to Feeder 501	41%	\$219,200	\$90,269	10 year
19	Capacitor Additions to System	100%	\$50,000	\$50,000	10 year
			\$269,200	\$140,269	
PRIORITY FIVE - LONG TERM PRIORITY					
NUMBER	PROJECTS	Percent to Growth	Estimated Cost	To Impact Fee	Implementation Schedule
20	Additional Feed Under the Interstate	100%	\$256,128	\$256,128	20 year
21	New Substation Near Center Street	100%	\$1,700,000	\$1,700,000	20 year
			\$1,956,128	\$1,956,128	
EXISTING DEFICIENCY					
NUMBER	PROJECTS	Percent to Growth	Estimated Cost	To Impact Fee	Implementation Schedule
22***	Upgrade to feeder 602	0%	\$58,581	\$0	3 years
SUVPS 1	NEBO Trans. DC. Trans	0%	\$412,000	\$0	1 year
SUVPS 2	Capacitor Additions to Baxter	0%	\$434,280	\$0	1 year
SUVPS 3	Line Improvements	0%	\$1,483,790	\$0	1 year
SUVPS 4	RMP Coordination	0%	\$90,475	\$0	1 year
SUVPS 5	SF-Whitehead to Dry Creek	0%	\$54,285	\$0	1 year
	10 Year CFP/IFFP Project Costs	63.5%	\$5,913,761	\$3,755,397	
	20 Year CFP/IFFP Project Costs	72.6%	\$7,869,889	\$5,711,525	
	Existing Deficiency	0	\$2,533,411	\$0	

2.11.2 High Priority – One Year Projects

Projects identified as “High Priority” are projects which under current loading are very near their design limits or are close to violating the current level of service. These projects either lack the additional capacity to allow for any substantial load growth to be supported or are projects which are currently scheduled for updates for reasons other than growth but are being updated to a greater capacity than the current level of demand would dictate in order to accommodate future growth.

- **Project #1 – Upgrade to Feeder 101 Main:** In order to facilitate growth in the area identified in the Ten Year IFFP area .
- Figure 2-7 to the west of the railroad tracks and south of 400 S. The distribution main feeding from Baxter Substation west toward the interstate requires an upgrade. The current conductor size of this feeder is 4/0 aluminum conductor which is rated for approximately 7.5MVA of load. This feeder is near its full 90% rating at current loading and will need to be upgraded to feed additional growth. The proposed new conductor for this feeder is the City’s standard 477 kcmil aluminum conductor which is rated for 12.70MVA of load or an additional 5.23MVA above the current capacity. The portion of this overhead line which must be updated is approximately 11,823 feet long (from Pole SW-D-2-0114 to Pole SW-A-4-0100); fifty percent of this line is underbuilt on 46kV transmission lines. The estimated cost of the upgrade to this line was calculated using the City’s current material costs and labor rates as well as estimated project man hours and equipment hours. This estimated cost is \$647,906. The portion of the cost which was applied to the Impact Fee calculation is the proportion of the capacity added to this feeder for new growth divided by the total capacity which will also be used to feed existing loads as shown in Equation 2.1 below.

Equation 2.1 Impact Fee Cost Percentage

$$\% \text{ applied to Impact Fee} = \frac{\text{Upgraded Capacity} - \text{Current Capacity}}{\text{Updated Capacity}}$$

$$\frac{12.7MVA - 7.47MVA}{12.7MVA} = 41.2\%$$

$$41.2\% \times \$647,906 = \$266,815$$

For this project it is assumed \$266,815 will be collected from impact fees and the remaining \$381,091 (58.8%) will be collected from rate revenues.

- Project #2 & 3 – Upgrade to Feeder 706 Main:** Feeder 706 is the existing feeder from Hobble Creek Substation which feeds the IFFP area from the North East. This feeder has two sections of line which must be upgraded in order to serve new development on each side of I-15 and North of 400 S. The lengths of the line segments to be upgraded are approximately 2,770 feet and 1993 feet respectively for projects 2 and 3 and the costs for each project are \$57,948.40 and \$41,534.72. Both of these projects will replace the existing 4/0 aluminum conductor with 477 kcmil aluminum. Using Equation 2.1 from above the percentage applied to the impact fee is 41.9%.
- Project #4 – Upgrade to Feeder 501 Underground:** The existing underground conductor in the industrial park is nearing the end of its effective life, and is in the process of being replaced. This conductor serves as one of the primary N-1 feeds for the new loads being added to the IFFP area. Without the new development in the IFFP area the existing 250MCM conductor could be replaced with conductor of the same size. Due to the additional demands of the predicted growth this conductor will require upgrades in the 10 year “Low Priority” CIP project listing. Because the construction costs of this project would be incurred even without the growth demands, the percentage of this project which is recovered from Impact Fees was discounted. If Equation 2.1 were applied to this project the Impact Fee would be assessed $(13.5\text{MVA}-6.7\text{MVA})/13.35\text{ MVA} = 49.8\%$ of the installed cost. However after deducting the cost of construction from the total project cost only 40% of the cost will be applied to the Impact Fee. The estimated cost for this project is \$113,837 and the amount applied to the impact fee is \$45,534.72
- Project #5 – Capacitor Additions to the System:** Capacitors on the 12.47kV system help to correct the power factor of the system load as it is seen by the substation transformers and the City’s electrical sources. The City is contractually obligated to maintain above a 0.95 lagging power factor. In simple terms, the power factor is the ratio of real power to apparent power. Apparent power (Volt-amps) is comprised of the vector sum of real power (watts) and reactive or magnetizing power (Volt-amps Reactive). By adding capacitors to the system, the City can lower the magnetizing current required from outside sources and maintain its required 0.95 power factor. The new demand brought on by the development can vary in the amount of reactive power required from the system and therefore the additional capacitor support required will vary. For the purposes of this study it was assumed that for every

1,000kW of load addition the system the City will need to add approximately 150kVAR. Capacitor installation locations are best determined by examining feeder loads and placing the capacitors on the feeders with the largest reactive power demands. Therefore, the capacitor locations will be determined by the City electrical department. Projects 12, 16 and 18 are all related to Project 5 and are each adjusted for the amount of future load. Because these capacitors are added solely for the additional demands of new development, 100% of the costs associated with power factor correction capacitors are applied to the impact fee at a price of \$7,500.

- **Project #6 – Continued North Substation Relocation:** The 900 North Substation relocation project is a remaining project from the 2004 “Ten-Year Capital Plan & Impact Fee Study” which was performed by Electric Power Engineering Associates. The 2004 study called for the addition of a circuit switcher to the transformer at 900 N. Substation at a budget of \$75,000. However due to a variety of reasons, the city has chosen to relocate the substation and upgrade the distribution from an open bus and recloser arrangement (similar to Knight Substation) to an enclosed switchgear power distribution center (PDC) similar to Hobble Creek substation. These additions allow for the existing transformer to be loaded to its optimum power output and also allows for additional future feeders to be fed from the PDC. The current transformer at 900 N Substation is one of the oldest transformers on the system and also one of the transformers which will be used in an N-1 contingency to feed loads in the IFFP area. For these reasons it is feasible that this transformer may be updated in the near future if equipment testing reveals that it is nearing the end of its effective life. At that point a larger capacity transformer could be used to replace transformer and additional load could be served which was not possible from the existing substation location. Because the existing customers benefit from the upgrade of the distribution facilities in addition to the extra capacity to serve new growth only 30% of this project’s \$655,000 budget, or \$196,500, is requested to be collected from impact fees.

- **Total Costs of High Priority Projects**

Estimated Costs	\$1,666,178
Impact Fee Costs	\$615,981 (approximately 37.0% of the total Estimated Costs)

2.11.3 Moderately High Priority – 3 Year Projects

- Projects #7, #8, #9, #10 and #11 - Upgrades to feeders 601 Overhead, 101 Underground, 706 Underground and 203:** Continued growth will require Knight Substation to be able to carry certain loads in the IFFP area which are currently fed by both Hobble Creek feeder 706 and Baxter Substation feeder 101. In order to pick up this additional load, feeder 203 will have to be upgraded similar to projects 1, 2 and 3 above. Growth West of I-15 will require that Feeders 706 and 101 must be able to feed all the load west of the interstate in the event that one of the two feeds under the interstate were to fail. Additional system upgrades may be necessary if loads are added outside the IFFP targeted area. Growth outside the IFFP area will need to be reviewed for its impacts on the system outside of the noted projects. One such project which will likely need to be upgraded due to future growth is Feeder 601 from Compound substation. Using Equation 2.1, the estimated project costs, their percentage applied to the impact fee, and the resulting costs to be recovered from the impact fee are shown in Table 2-6.

**Table 2-6
Moderately High Priority
Distribution line Upgrades**

Project	Current Conductor Capacity (MVA)	Additional Conductor Capacity	Estimated Cost	Percent to Impact Fee	Impact Fee Cost
#7 – Upgrade to Feeder 601	6.48	12.70	\$402,704	49%	\$197,229.62
#8- Upgrade to Feeder 101 UG	6.16	13.35	\$312,916	54%	\$168,529.50
#9 – Upgrade to Feeder 706 UG	6.16	13.35	\$160,992	54%	\$86,706.80
#10 – Upgrade to Feeder 203	7.47	12.70	\$260,939	41%	\$107,457.67
#11 – Upgrade to Feeder 203	7.47	13.35	\$200,420	41%	\$82,535.23

- Project #12 – Relocate Feeder 103:** Due to the additional loading on Baxter feeder 101 (Project #1), the demand on transformer T1 at Baxter Substation will approach its full base rating. Transformer T2, however, will not see significant load additions due to the directions its feeders run (feeders 104 and 106). The 12.47kV busses at Baxter substation were each designed to feed three feeders. Moving feeder 103 from one bus to the other will relieve load from Baxter T1 and balance load onto T2. The current customers will see no benefit from this project so the entirety of the \$25,000 budget for this project will be paid out of impact fees.

- **Project #13 – Capacitor Additions to the System:** As explained in Project #5 above, Capacitors must be continuously added to the system as new demand is added for the moderately high priority time line. A total of 600kVAR of capacitance is calculated to be added at a price of \$30,000 with the entirety of the cost to be paid out of impact fees.
- **Project #14 – Complete Line to Stouffers:** This project and its partner project #14 below represent the last of the projects from the 2004 study which have yet to be completed. The line to Stouffers will increase the system’s flexibility by adding another source to the 46kV transmission loop around the city. This project was originally predicted to have a budget of between \$1,225,500 and \$1,844,400. Updated cost estimates for this line are lower due to the shorter length of the line and alternate easement locations. The updated cost estimate of the line is \$950,000 with the entirety of the additional capacity being charged to impact fees.
- **Projects #15a, 15b, 15c – Upgrades to Stouffers Substation:** In order for the 46kV transmission line above to be terminated into Stouffers substation, several additions to the substation must be made. These updates include additions of circuit switchers on the existing transformers which will increase the reliability of the system and allows for slightly higher loads to be fed through the transmission lines due to new protective relay settings on the 46kV protective relays at Baxter Substation. Part B of this project is the addition of 46kV transmission breakers at Stouffers substation. This addition will allow for the system to be segmented automatically if there is a fault on the 46kV system. These new breakers would allow for the 46kV system to be looped and would allow the additional capacity of the new 46kV line to be fed into the existing system. This addition will also increase the reliability of the system for existing customers. Therefore, the existing rate payer will pay 50% of the cost of this project. Finally, a new switch must be installed at the substation to isolate the transmission line for maintenance. There is no additional reliability to the existing customers and therefore 100% of this project will come from impact fees.

Table 2-7
Moderately High Priority
Stouffers Substation Upgrades

Project	Increase in Customer Reliability	Estimated Cost	Percent to Impact Fee	Impact Fee Cost
#15A – Circuit Switchers	Significant	\$162,470	10%	\$16,247.00
#15B – Transmission Breakers	Increased	\$275,000	50%	\$137,500.00
#15C – Motor Operated Switch	Not Effected	\$14,500	100%	\$14,500.00

- Projects SUVPS 6, 7, 8, 9 and 10 – SUVPS Projects:** The report supplied to the consultant from SUVPS identifies the above projects as future projects to accommodate load growth on the SUVPS system. However, only the Hale Line Interconnection project from SUVPS has been given an estimated budget and the city’s financial obligations. The remaining projects - Power Factor Improvements, 138/46kV transformer/substation improvements, Line improvements, and RMP coordination budgets for the City - are unknown. Because of the ambiguity of the budgeting of these projects, only the defined Hale Line Interconnection project was included in the budget for the impact fee calculations. As additional information is identified on the balance of the SUVPS projects, the impact fee budget may be modified. The City’s portion of the Hale Interconnection project is \$573,655. For additional information on these projects, see the report prepared by Intermountain Consumer Professional Engineers Inc.

- Total Costs of Moderately High Priority Projects**

Estimated Costs \$3,368,597 + SUVPS

Impact Fee Costs \$2,389,361 (approximately 70.9% of the total Estimated Costs)

2.11.4 Medium Priority – 6 Year Projects

- Project #16 – Install Feeder 704:** As additional load is added to the IFFP area, feeders 101, 103, 203, and 706 can no longer be called upon to feed the additional loads. At this point an additional feeder from Hobble Creek (feeder 704) will need to be installed. The actual loads that this feeder will source will be determined in the future as new developments are added. The cost of this new feeder addition is estimated to be \$572,286 with 100% of the new capacity serving new demand and therefore the entire project will be recovered using impact fee dollars.

- **Project #17 – Capacitor Additions to the System:** 750kVAR of capacitance is calculated to be added at a price of \$37,500 for the six year Medium Priority growth with the entirety of the cost to be paid out of impact fees.
- **Projects SUVPS 11, 12, 13, 14 and 15 – SUVPS Projects:** As discussed in the Moderately High Priority section, these SUVPS projects were defined as projects which will be required for continued growth on the SUVPS system. These projects were identified as SUVPS 11 Power Factor Improvements (On Going and Taylor), SUVPS 12 Additional 138kV Line Support, SUVPS 13 138/46kV Line Transformation, SUVPS 14 Line Improvements, and SUVPS 15 RMP Coordination. For additional information on these projects, see the report prepared by Intermountain Consumer Professional Engineers Inc.
- **Total Costs of Medium Priority Projects**

Estimated Costs	\$609,786 + SUVPS
Impact Fee Costs	\$609,786 (100% of the total Estimated Costs)

2.11.5 Low Priority – 10 Year Projects

- **Project #18 – Upgrade to Feeder 501:** Additional growth in the IFFP area will require additional support from the 900 North Substation to backup Hobble Creek substation under an N-1 contingency. Feeder 501 will need to be upgraded from 4/0 aluminum to 477 kcmil aluminum at an estimated total cost of \$219,200 with 41% of the total project cost collected from impact fees is equal to \$90,268 (from Equation 2.1).
- **Project #19 – Capacitor Additions to the System:** 1,000kVAR of capacitance is calculated to be added at a price of \$50,000 for the ten year low priority growth with the entirety of the cost to be paid out of impact fees.
- **Total Costs of Low Priority Projects**

Estimated Costs	\$269,200
Impact Fee Costs	\$140,269 (approximately 52.1% of the total Estimated Costs)

2.11.6 Long Term Priority – 20 year Projects

- Projects 20 and 21 were included to highlight projects which currently fall outside of the ten year IFFP window but may be required sooner if the demand growth is larger than expected.

The Costs associated with these projects DO NOT FACTOR INTO ANY IMPACT FEE CALCULATIONS.

- **Project #20 – Additional Feed Under the Interstate:** Additional growth on the west side of I-15 will require a new underground cable to be fed from a Hobble Creek feeder (likely feeder 704) to serve new load. This feeder will be required as soon as the total load on the west side of the interstate exceeds the current two underground cables' N-1 contingency loading of 13.35MW. The estimated cost of this project is \$256,128 with 100% of the cost to be associated with growth.
- **Project #21 – New Distribution Substation:** Under existing N-1 contingencies, a new Distribution Substation would be required when the total system load distribution load exceeds 60MVA (Assuming a loss of the Hobble Creek transformer). It is unrealistic to believe that the entirety of the remaining 60MVA of transformers could be used to pick up the load which would be dropped from Hobble Creek transformer. Therefore, this substation or increased transformer size at an existing substation will likely be required prior to the 60MVA distribution loading demand.

2.11.7 High Priority Existing Deficiencies – 1 Year Projects

- **Project SUVPS 1, 2, 3, 4, 5 – SUVPS Projects:** As identified previously in Table 2-4, the SUVPS projects, with the exception of the Hale Line Interconnection, are identified as existing deficiencies in the SUVPS system. The City's combined portion of the costs of these projects is \$2,521,570. Because these are identified as existing deficiencies, the entirety of these costs will be paid out of revenues with no costs added to the impact fee. For additional information on these projects, see the report prepared by Intermountain Consumer Professional Engineers Inc.

2.11.8 Moderately High Priority Existing Deficiency– 3 Year Projects

- **Project #22* - Upgrade to Feeder 602:** Feeder 602 is undersized per the standard of service as defined above. This section of line has been a known bottleneck in the system for some time. The reason this project is defined as a Moderately High Priority project and not a high priority project is because the location of this deficiency is well known and past experience with the system has allowed for this deficiency to be "planned around." However, as new

load is added to the system, use of distribution switching to avoid this deficiency would violate the “unnecessary complexity of switching” requirement in the standard of service. The cost for this project is estimated to be \$58,581 with the entirety of this project to be paid from rate revenue and no money to be collected from the impact fee.

2.12 IFFP Capital Projects and Costs

The CFP and IFFP projects listed above can be found in table form in Exhibit 2. The budgets for these projects are estimated in 2013 dollars. As with most capital facilities plans, the majority of these projects are scheduled to occur in the earlier planning windows. However, growth in demand on the system generally happens in “groups” or “lumps” according to actual commercial and residential development. Because residential developments are generally in subdivision form and commercial developments are generally grouped around a single locations, many of the sub-areas in the IFFP area may not realize the growth modeled; and, therefore, some of the projects which were identified as being in the High and Moderately High Priority level project listings could, in reality, be delayed until required by localized growth.

2.13 Disclosures

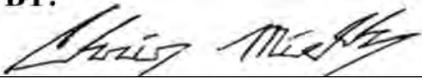
Salient Power Engineering LLC has performed engineering assistance for Springville City Capital projects in the past and is currently providing engineering services for the 900 North Substation relocation. The consultant may issue proposals to continue to provide engineering assistance for projects listed in the CFP/IFFP project listing. The projects listed have been discussed and approved by Springville City Electric department staff. The Consultant has relied upon information provided by City Staff as well as public information. While the Consultant has no reason to believe any of this information to be inaccurate or incomplete, the consultant has not independently verified such information and cannot guarantee its accuracy.

2.14 Certification of the IFFP

I certify that the attached Impact Fee Facilities Plan:

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

CERTIFIED BY:

Signature: 

Name: Christopher W. Mielke

Title: Vice President

Date: 05/16/2013

Section 3 - Impact Fee Analysis

3.1 General

As discussed in Section 1, the IFA portion of the Statute requires that each local political subdivision intending to impose an impact fee prepare a written analysis of each impact fee. It also requires that IFA include a summary designed to be understood by a lay person. Additional requirements include identifying the estimated impacts on existing capacity and system improvements caused by the anticipated development activity. The political subdivision must also estimate the proportionate share of (i) the costs of existing capacity that will be recouped and (ii) the costs of the impacts on system improvements that are reasonably related to the new development activity.

3.2 Impact Fee Analysis

The Impact Fee Analysis involved three (3) basic steps or sub-analyses: (1) an Impact Fee Cost Analysis; (2) an Impact Fee Demand Analysis; and (3) the Calculation of the Impact Fee. The Impact Fee Cost Analysis is shown in the attached Exhibit 3. As shown on line 1 of this Exhibit, the Total Cost of New Development-related Projects is \$3,755,397. Two adjustments were made to this amount to account for (i) previous IFFP Projects in Progress Not Accounted for in the Study (see lines 2 and 3); and (ii) the balance of Net Revenues Available in the Impact Fee Fund (see line 5). After these two adjustments are made it produces an amount of Net Impact Fee Project Costs to be Recovered of \$3,678,244 (line 6).

The Impact Fee Demand Analysis is presented in Exhibit 4. This analysis calculates the Demand Placed on the Existing System to be used as the denominator in determining the Impact Fee. The first step was to determine the increase in the CP demand over the 10-year Recovery Period (2013 – 2022) which is 15,139.0 kW (see lines 1-3). The increase in CP demand was then converted to NCP by applying an Estimated System Diversity Factor of 1.25; resulting in an increase in NCP demand at the input to the distribution system of 18,923.8 kW. The System Diversity Factor is actually the reciprocal of the System Coincidence Factor which is the relationship between (i) the maximum kilowatt demand established simultaneously by all customers (CP Demand) and (ii) the arithmetic

sum of the maximum demands of the individual customers regardless of the time of day at which they occur (NCP Demand).⁶ This relationship can be express as follows:

$$CP / NCP = \text{Coincidence Factor}$$

The projected average annual Coincidence Factor for the SCP system was determined to be 0.80 and was calculated by first applying estimated the following NCP load factors to estimated energy sales by rate class.

Residential -	30%
Commercial –	40%
Industrial -	65%
Other -	40%

The resulting NCP Demands by rate class were then summed to produce the Total System NCP at the meter level – see line 29 of Exhibit 1. The resulting System Coincidence Factors are shown on line 30 of Exhibit 1. It was therefore determined from this analysis that the appropriate Coincidence Factor to use for the Impact Fee Demand analysis is 0.80 which results in a Diversity Factor of 1.25 (1/0.80). The Diversity Factor was simply multiplied times the increase in the CP Demand at Input to produce the Estimated NCP Demand at Input shown on line 5 of Exhibit 4 (18,923.8 kW). This demand was then adjusted to the meter level by subtracting losses (estimated at 4%) which produced the NCP of 18,166.8 kW (line 7) used in the Impact Fee Calculation.

The Impact Fee Calculation is provided in Exhibit 5 and is restated below for ease of reference.

1. Net Impact Fee Project Costs to be Recovered	=	\$3,678,244
2. Future Demand Placed on Existing System	=	18,166.8 kW
3. Base Impact Fee (line 1 / line 2)	=	\$202.47 per kW
4. Impact Fee at 30% Panel Utilization	=	\$60.74 per kW

The 30 percent⁷ Panel Utilization factor recognizes the oversizing that is assumed to be typical for new customer electrical panels installed on the Springville City system. That is, electrical panels are designed such that a customer will only utilize a fraction of the total panel capacity available, even during periods of high demand.

⁶ “The Art of Rate Design,” Frank S. Walters, 1984 Edison Electric Institute.

⁷ The 30 percent is consistent with the like factor used for the 2004 Impact Fee Study.

3.3 Impact Fee Charges – Present and Proposed

A summary of Impact Fee charges for the Residential and Commercial customer classes is provided in the attached Exhibit 6. The estimated charges, shown by the selected electric panel size, have been calculated under each of the proposed Impact Fees as compared to the current Impact Fee. The calculation of the Impact Fee charge is based on the following Equation 3.1 and Equation 3.2:

Equation 3.1
Single Phased Calculation

$$\text{Incurred Fee} = \frac{\text{Main Panel Size} \times \text{Line to Line Voltage}}{1000} \times \text{Applied Impact Fee}$$

Example 200A 120/240V Single Phase Service

$$200A \text{ Single Phase Service} = \frac{200A \times 240V}{1000} \times \$60.74/kVA = \$2,916$$

Equation 3.2
3 Phase Calculation

$$\text{Impact Fee} = \sqrt{3} \times \frac{\text{Main Panel Size} \times \text{Line to Line Voltage}}{1000} \times \text{Applied Impact Fee}$$

Example 2000A 120/208V Three Phase Service

$$2000A \text{ Three Phase Service} = \sqrt{3} \frac{2000A \times 208V}{1000} \times \$60.74/kVA = \$43,765$$

Charges under the currently effective Impact Fee, shown under column (a) of Exhibit 6, are calculated using a base fee of \$60.74. The worksheet that Springville City used to determine impact fees for new connections is attached as Appendix B. Charges under the Proposed Impact Fee is shown in columns (b) of Exhibit 6.

3.4 Certification of the IFA

I certify that the attached Impact Fee Analysis:

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

CERTIFIED BY:

Signature  _____

Name: Robert E. Pender, ASA

Title: President

Company: R. E. Pender, Inc.

Date: 05/16/2013

EXHIBIT 1

**Springville City Power
Impact Fee Study
Forecasted Customers, Energy and Demands
For Years 2013 - 2032**

Line No.	Description		Forecast Period									
			1 2013	2 2014	3 2015	4 2016	5 2017	6 2018	7 2019	8 2020	9 2021	10 2022
1	System Coincident Peak Demand [1]	kW	55,871.1	57,526.1	59,239.2	60,962.2	62,695.6	64,439.3	66,131.7	67,832.3	69,541.3	71,259.0
2	Total System Energy (Input to Distribution System) [2]	MWh	244,715.5	251,964.4	259,467.6	267,014.6	274,606.5	282,244.3	289,656.7	297,105.3	304,591.0	312,114.5
3	System Load Factor	%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
<u>Energy Sales at Meter [3]</u>												
4	Residential	MWh	83,497.9	85,942.2	88,577.5	91,212.8	93,848.2	96,483.5	99,118.8	101,754.1	104,389.5	107,024.8
5	Commercial	MWh	66,368.7	68,678.2	70,949.8	73,221.4	75,493.0	77,764.6	80,036.2	82,307.8	84,579.4	86,851.1
6	Industrial	MWh	77,770.9	79,559.6	81,389.5	83,261.4	85,176.4	87,135.5	88,878.2	90,655.8	92,468.9	94,318.3
7	Other	MWh	7,201.7	7,615.6	8,079.1	8,542.7	9,006.2	9,469.8	9,933.4	10,396.9	10,860.5	11,324.0
8	Total	MWh	234,839.2	241,795.6	248,995.9	256,238.4	263,523.9	270,853.4	277,966.6	285,114.7	292,298.3	299,518.1
9	System Energy Loss Factor [4]	%	4.04%	4.04%	4.04%	4.04%	4.04%	4.04%	4.04%	4.04%	4.04%	4.04%
<u>Number of Customers [5]</u>												
Year-End												
10	Residential	#	9,634	9,934	10,234	10,534	10,834	11,134	11,434	11,734	12,034	12,334
11	Commercial	#	892	922	952	982	1,012	1,042	1,072	1,102	1,132	1,162
12	Industrial	#	2	2	2	2	2	2	2	2	2	2
13	Other	#	112	119	126	133	140	147	154	161	168	175
14	Total		10,639	10,976	11,313	11,650	11,987	12,324	12,661	12,998	13,335	13,672
Average												
15	Residential	#	9,505	9,784	10,084	10,384	10,684	10,984	11,284	11,584	11,884	12,184
16	Commercial	#	877	907	937	967	997	1,027	1,057	1,087	1,117	1,147
17	Industrial	#	2	2	2	2	2	2	2	2	2	2
18	Other	#	109	115	122	129	136	143	150	157	164	171
19	Total	#	10,384	10,693	11,023	11,353	11,683	12,013	12,343	12,673	13,003	13,333
<u>Average Annual Usage Per Customer</u>												
20	Residential [6]	MWh/Cust.	8.8	8.8	8.8	8.8	8.8	8.8	8.8	8.8	8.8	8.8
21	Commercial [7]	MWh/Cust.	75.7	75.7	75.7	75.7	75.7	75.7	75.7	75.7	75.7	75.7
22	Industrial [7]	MWh/Cust.	38,885.4	39,779.8	40,694.7	41,630.7	42,588.2	43,567.8	44,439.1	45,327.9	46,234.4	47,159.1
23	Other [6]	MWh/Cust.	66.2	66.2	66.2	66.2	66.2	66.2	66.2	66.2	66.2	66.2
24	Total	MWh/Cust.	22.6	22.6	22.6	22.6	22.6	22.5	22.5	22.5	22.5	22.5
<u>Estimated NCP Demand at Meter [8]</u>												
25	Residential	kW	31,772.4	32,702.5	33,705.3	34,708.1	35,710.9	36,713.7	37,716.4	38,719.2	39,722.0	40,724.8
26	Commercial	kW	18,940.9	19,599.9	20,248.2	20,896.5	21,544.8	22,193.1	22,841.4	23,489.7	24,138.0	24,786.3
27	Industrial	kW	13,658.4	13,972.5	14,293.9	14,622.7	14,959.0	15,303.0	15,609.1	15,921.3	16,239.7	16,564.5
28	Other	kW	2,055.3	2,173.4	2,305.7	2,438.0	2,570.3	2,702.6	2,834.9	2,967.2	3,099.5	3,231.7
29	Total	kW	66,426.9	68,448.4	70,553.1	72,665.3	74,784.9	76,912.4	79,001.8	81,097.3	83,199.1	85,307.3
30	System Coincidence Factor	%	80.7%	80.7%	80.6%	80.5%	80.5%	80.4%	80.3%	80.3%	80.2%	80.2%

**Springville City Power
Impact Fee Study
Forecasted Customers, Energy and Demands
For Years 2013 - 2032**

Line No.	Description	Forecast Period									
		1 2013	2 2014	3 2015	4 2016	5 2017	6 2018	7 2019	8 2020	9 2021	10 2022
<u>Average NCP Per Customer</u>											
31	Residential	kW/Cust.	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3
32	Commercial	kW/Cust.	21.6	21.6	21.6	21.6	21.6	21.6	21.6	21.6	21.6
33	Industrial	kW/Cust.	6,829.2	6,986.3	7,147.0	7,311.3	7,479.5	7,651.5	7,804.5	7,960.6	8,119.9
34	Other	kW/Cust.	18.9	18.9	18.9	18.9	18.9	18.9	18.9	18.9	18.9
35	Total	kW/Cust.	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4
<u>Avg. Number of Customers Added Per Year [9]</u>											
36	Residential		300	300	300	300	300	300	300	300	300
37	Commercial		30	30	30	30	30	30	30	30	30
38	Industrial		-	-	-	-	-	-	-	-	-
39	Other		7	7	7	7	7	7	7	7	7
<u>Estimated Increase in Average Usage Per Customer [10]</u>											
40	Residential		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
41	Commercial		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
42	Industrial		2.30%	2.30%	2.30%	2.30%	2.30%	2.00%	2.00%	2.00%	2.00%
43	Other		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<u>Estimated Class NCP Load Factor [11]</u>											
44	Residential		30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%
45	Commercial		40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%
46	Industrial		65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%
47	Other		40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%

Footnotes shown on page 5.

**Springville City Power
Impact Fee Study
Forecasted Customers, Energy and Demands
For Years 2013 - 2032**

Line No.	Description		Forecast Period										Annual Growth Rate
			11 2023	12 2024	13 2025	14 2026	15 2027	16 2028	17 2029	18 2030	19 2031	20 2032	
1	System Coincident Peak Demand [1]	kW	72,985.5	74,721.0	76,465.6	78,219.6	79,983.1	81,756.3	83,539.4	85,332.6	87,136.1	88,950.2	2.48%
2	Total System Energy (Input to Distribution System) [2]	MWh	319,676.6	327,277.9	334,919.4	342,601.7	350,325.8	358,092.4	365,902.5	373,756.8	381,656.3	389,601.8	2.48%
3	System Load Factor	%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	
Energy Sales at Meter [3]													
4	Residential	MWh	109,660.1	112,295.4	114,930.7	117,566.1	120,201.4	122,836.7	125,472.0	128,107.3	130,742.7	133,378.0	2.50%
5	Commercial	MWh	89,122.7	91,394.3	93,665.9	95,937.5	98,209.1	100,480.7	102,752.3	105,023.9	107,295.5	109,567.1	2.67%
6	Industrial	MWh	96,204.6	98,128.7	100,091.3	102,093.1	104,135.0	106,217.7	108,342.0	110,508.9	112,719.1	114,973.4	2.08%
7	Other	MWh	11,787.6	12,251.1	12,714.7	13,178.3	13,641.8	14,105.4	14,568.9	15,032.5	15,496.0	15,959.6	4.28%
8	Total	MWh	306,775.0	314,069.6	321,402.6	328,774.9	336,187.3	343,640.4	351,135.3	358,672.6	366,253.3	373,878.1	2.48%
9	System Energy Loss Factor [4]	%	4.04%	4.04%	4.04%	4.04%	4.04%	4.04%	4.04%	4.04%	4.04%	4.04%	
Number of Customers [5]													
Year-End													
10	Residential	#	12,634	12,934	13,234	13,534	13,834	14,134	14,434	14,734	15,034	15,334	2.48%
11	Commercial	#	1,192	1,222	1,252	1,282	1,312	1,342	1,372	1,402	1,432	1,462	2.63%
12	Industrial	#	2	2	2	2	2	2	2	2	2	2	0.00%
13	Other	#	182	189	196	203	210	217	224	231	238	245	4.22%
14	Total		14,009	14,346	14,683	15,020	15,357	15,694	16,031	16,368	16,705	17,042	2.51%
Average													
15	Residential	#	12,484	12,784	13,084	13,384	13,684	13,984	14,284	14,584	14,884	15,184	2.50%
16	Commercial	#	1,177	1,207	1,237	1,267	1,297	1,327	1,357	1,387	1,417	1,447	2.67%
17	Industrial	#	2	2	2	2	2	2	2	2	2	2	0.00%
18	Other	#	178	185	192	199	206	213	220	227	234	241	4.28%
19	Total	#	13,663	13,993	14,323	14,653	14,983	15,313	15,643	15,973	16,303	16,633	2.51%
Average Annual Usage Per Customer													
20	Residential [6]	MWh/Cust.	8.8	8.8	8.8	8.8	8.8	8.8	8.8	8.8	8.8	8.8	0.00%
21	Commercial [7]	MWh/Cust.	75.7	75.7	75.7	75.7	75.7	75.7	75.7	75.7	75.7	75.7	0.00%
22	Industrial [7]	MWh/Cust.	48,102.3	49,064.4	50,045.7	51,046.6	52,067.5	53,108.8	54,171.0	55,254.4	56,359.5	57,486.7	2.08%
23	Other [6]	MWh/Cust.	66.2	66.2	66.2	66.2	66.2	66.2	66.2	66.2	66.2	66.2	0.00%
24	Total	MWh/Cust.	22.5	22.4	22.4	22.4	22.4	22.4	22.4	22.5	22.5	22.5	-0.03%
Estimated NCP Demand at Meter [8]													
25	Residential	kW	41,727.6	42,730.4	43,733.2	44,735.9	45,738.7	46,741.5	47,744.3	48,747.1	49,749.9	50,752.7	2.50%
26	Commercial	kW	25,434.5	26,082.8	26,731.1	27,379.4	28,027.7	28,676.0	29,324.3	29,972.6	30,620.9	31,269.2	2.67%
27	Industrial	kW	16,895.8	17,233.7	17,578.4	17,929.9	18,288.5	18,654.3	19,027.4	19,408.0	19,796.1	20,192.0	2.08%
28	Other	kW	3,364.0	3,496.3	3,628.6	3,760.9	3,893.2	4,025.5	4,157.8	4,290.1	4,422.4	4,554.7	4.28%
29	Total	kW	87,422.0	89,543.2	91,671.3	93,806.2	95,948.2	98,097.3	100,253.8	102,417.7	104,589.2	106,768.5	2.53%
30	System Coincidence Factor	%	80.1%	80.1%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	79.9%	

**Springville City Power
Impact Fee Study
Forecasted Customers, Energy and Demands
For Years 2013 - 2032**

Line No.	Description	Forecast Period										Annual Growth Rate	
		11 2023	12 2024	13 2025	14 2026	15 2027	16 2028	17 2029	18 2030	19 2031	20 2032		
<u>Average NCP Per Customer</u>													
31	Residential	kW/Cust.	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	3.3	0.00%
32	Commercial	kW/Cust.	21.6	21.6	21.6	21.6	21.6	21.6	21.6	21.6	21.6	21.6	0.00%
33	Industrial	kW/Cust.	8,447.9	8,616.9	8,789.2	8,965.0	9,144.3	9,327.2	9,513.7	9,704.0	9,898.1	10,096.0	2.08%
34	Other	kW/Cust.	18.9	18.9	18.9	18.9	18.9	18.9	18.9	18.9	18.9	18.9	0.00%
35	Total	kW/Cust.	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	0.02%
<u>Avg. Number of Customers Added Per Year [9]</u>													
36	Residential		300	300	300	300	300	300	300	300	300	300	
37	Commercial		30	30	30	30	30	30	30	30	30	30	
38	Industrial		-	-	-	-	-	-	-	-	-	-	
39	Other		7	7	7	7	7	7	7	7	7	7	
<u>Estimated Increase in Average Usage Per Customer [10]</u>													
40	Residential		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
41	Commercial		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
42	Industrial		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
43	Other		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
<u>Estimated Class NCP Load Factor [11]</u>													
44	Residential		30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	
45	Commercial		40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	
46	Industrial		65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	
47	Other		40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	40.00%	

Footnotes shown on page 5.

**Springville City Power
2012 Impact Fee Study**

**Forecasted Customers, Energy and Demands
For Years 2013 - 2032**

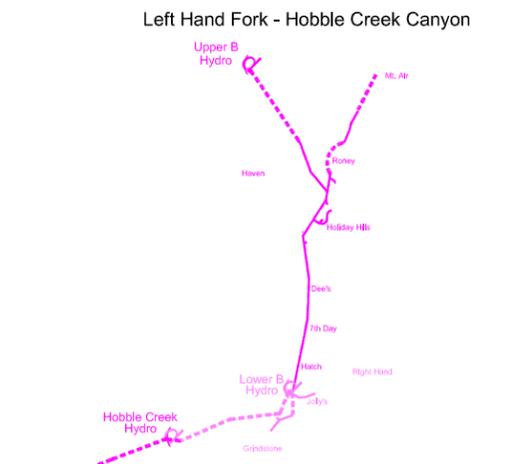
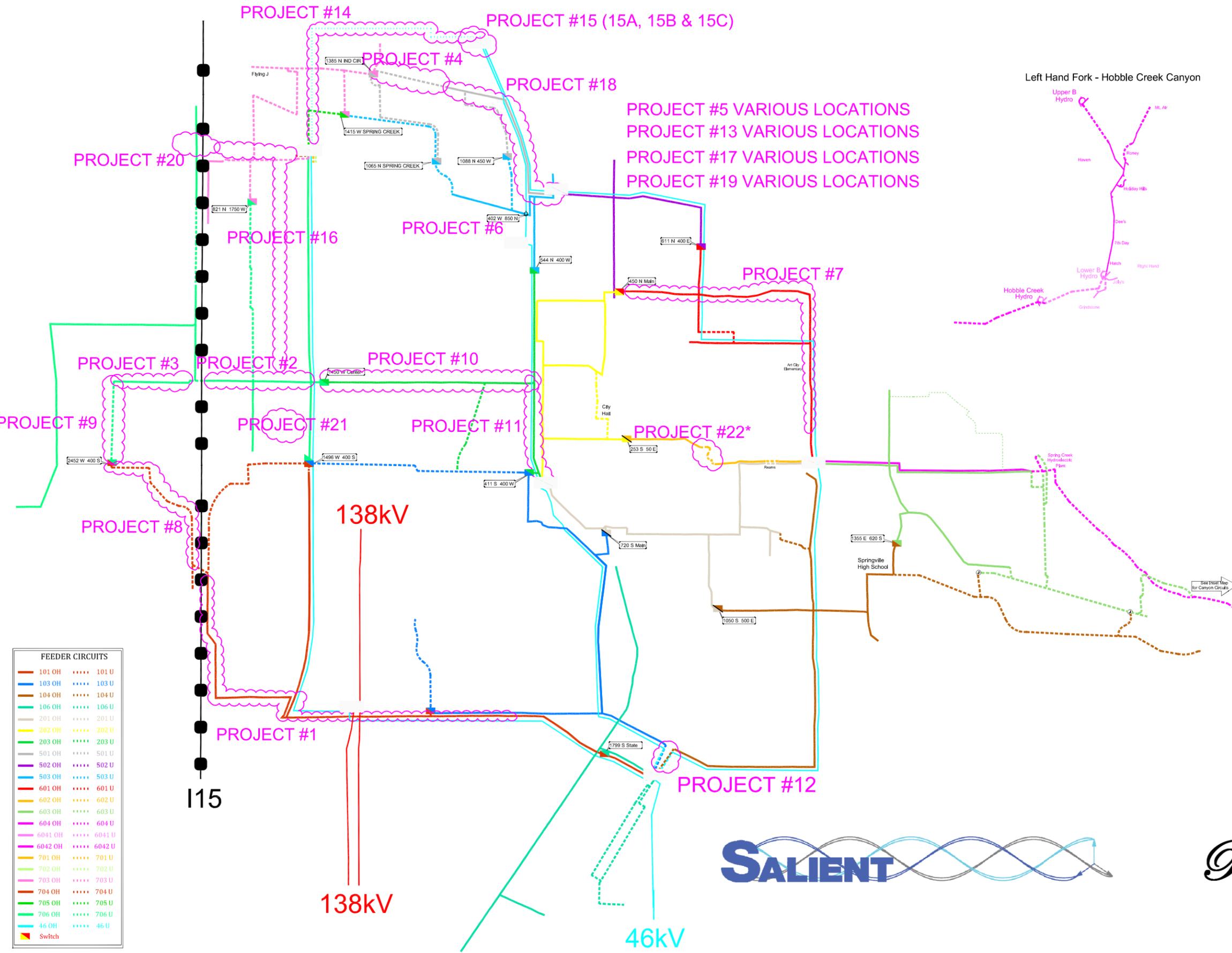
- [1] Calculated based on Total System Energy (line 2) and an assumed System Load Factor of 50.0%.
- [2] Calculated based on Total Sales at Meter (line 8) and the assumed System Loss Factor (line 9).
- [3] Calculated based on average number of customers and usage per customer.
- [4] Based on the historical average of years 2009 - 2012.
- [5] Equals prior year number plus current year additions (lines 36 - 39).
- [6] Based on historical average plus assumed growth in usage (line 40).
- [7] Equals prior year usage times the assumed growth in usage (lines 41 -42).
- [8] Annual NCP Demand based on kWh sales at meter, assumed NCP load factor and indicated loss factor.
- [9] Estimated number of customers added per year. Residential is based on the population growth data provided by the City. Commercial is based on the ratio of commercial to residential customers as of year-end 2012.
- [10] Assumptions for increase in usage per customer based on the following:
 - Residential & Commercial: based on data contained in EIA Annual Energy Outlook, 2012.
 - Industrial: assumed to generally follow the forecasted growth in the United States GDP as published by The Conference Board.
- [11] Based on a review of industry literature/data.

EXHIBIT 2

Springville City Power
Impact Fee Study
Capital Facility Plan and Impact Fee Facility Plan
2013-2032

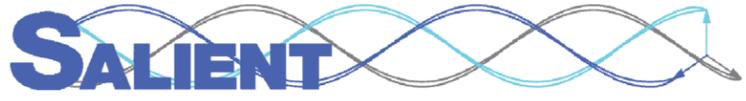
PRIORITY ONE - HIGH PRIORITY																
NUMBER	PROJECTS	NOTE 1	NOTE 2	NOTE 3	Underbuilt	Current Conductor	Proposed Conductor	Current Capacity (MVA)	Upgrade Capacity (MVA)	Additional Capacity (MVA)	Reason	Percent to Growth	Estimated Cost	To Impact Fee	Implementation Schedule	
1	Upgrade to Feeder 101 Main	SW-D-2-0114	SW-A-4-0100	11823.1	50%	4/0	477	7.47	12.70	5.23	Increased load near I15 and Feeder 706	41%	\$647,906	\$266,814.78	1 year	
2	Upgrade to Feeder 706 Main	NW-D-3-0123	NW-C-4-0135	2770	No	4/0	477	7.47	12.70	5.23	Increased load near I15 and Feeder 101	41%	\$140,716	\$57,948.40	1 year	
3	Upgrade to Feeder 706 Main	NW-C-4-0118	NW-C-4-0134	1992.5	No	4/0	477	7.47	12.70	5.23	Increased load near I15 and Feeder 101	41%	\$101,219	\$41,683.10	1 year	
4	Upgrade to Feeder 501 UG	NW-B-4-0122	Switch 1385 Ind. Cir	1936	Direct bury	250	1100	7.47	13.35	5.88	Support for 703	40%	\$113,837	\$45,534.72	1 year	
5	Capacitor Additions to System	150kVAR PER 1000kW added	150KVAR ADDITION							150KVAR	KVAR SUPPORT	100%	\$7,500	\$7,500.00	1 year	
6	North Substation Relocation	From 2004 Study									Increased Load Capability and 2004 Study	30%	\$655,000	\$196,500.00	1 year	
TOTAL														\$1,666,178	\$615,981	
PRIORITY TWO - MODERATELY HIGH PRIORITY																
NUMBER	PROJECTS	NOTE 1	NOTE 2	NOTE 3	Underbuilt	Current Conductor	Proposed Conductor	Current Capacity (MVA)	Upgrade Capacity (MVA)	Additional Capacity (MVA)	Reason	Percent to Growth	Estimated Cost	To Impact Fee	Implementation Schedule	
7	Upgrade to Feeder 601	NE-C-3-D0190	NW-D-2-D-0148	6848.7	YES	3/0	477	6.48	12.70	6.22	Support for 502 and Compound Sub	49%	\$402,704	\$197,229.62	3 years	
8	Upgrade to Feeder 101 UG	Underground Interstate	SW 2452 W 400 S	3909.5	Conduit	4/0	1100	6.16	13.35	7.19	Support for 706	54%	\$312,916	\$168,529.50	3 years	
9	Upgrade to Feeder 706 UG	NW-C-4-0134	SW 2452 W 400 S	2011.4	Direct bury	4/0	1100	6.16	13.35	7.19	Support for 706	54%	\$160,992	\$86,706.80	3 years	
10	Upgrade to Feeder 203	NW-D-4-0177	NW-D-3-0123	5136.6	No	4/0	477	7.47	12.70	5.23	Support for 706 and 101	41%	\$260,939	\$107,457.67	3 years	
11	Upgrade to Feeder 203	NW-D-4-0177	SW-B-2-0216	2504	YES	4/0	477	7.47	12.70	5.23	Support for 706 and 101	41%	\$200,420	\$82,535.23	3 years	
12	Move feeder 103 from T1 to T2	From Baxter T1	To Baxter T2	Bay 105							Remove load from Baxter T1	100%	\$25,000	\$25,000.00	3 years	
13	Capacitor Additions to System	150kVAR PER 1000kW added	600KVAR ADDITION							600KVAR	KVAR SUPPORT	100%	\$30,000	\$30,000.00	3 years	
14	Complete Line to Stouffers	In Progress						0	72.11	72.11	Additional Feed to 46kV Loop	100%	\$950,000	\$950,000.00	3 years	
15	Stouffers Updates										See Below			\$0.00	3 years	
15a	Circuit Switchers on Existing Transformers (2)	Included in 2004 study	reliability								Decreased outage duration and higher relay settings	10%	\$162,470	\$16,247.00	3 years	
15b	Circuit Breaker Addition for 46kV loop	Needed for new line	and increased reliability						NEEDED FOR NUMBER 15 ABOVE		Allowing for System to be looped	50%	\$275,000	\$137,500.00	3 years	
15c	Motor operated switch on Third Bay	Needed for new line	no change to reliability						NEEDED FOR NUMBER 15 ABOVE		Accommodating new line	100%	\$14,500	\$14,500.00	3 years	
SUVPS 6	Hale Line Interconnection	Springville Cost Only									FROM SUVPS	100%	\$573,655	\$573,655.00	3 year	
SUVPS 7	Power factor Improvement (On Going - Addressed Above)										FROM SUVPS			\$0.00	3 years	
SUVPS 8	138/46kV Transformer/Substation Improvements										FROM SUVPS	100%	TBD	\$0.00	3 years	
SUVPS 9	Line Improvements										FROM SUVPS	100%	TBD	\$0.00	3 years	
SUVPS 10	RMP Coordination										FROM SUVPS	100%	TBD	\$0.00	3 years	
TOTAL														\$3,368,597	\$2,389,361	3 years
PRIORITY THREE - MEDIUM PRIORITY																
NUMBER	PROJECTS	NOTE 1	NOTE 2	NOTE 3	Underbuilt	Current Conductor	Proposed Conductor	Current Capacity (MVA)	Upgrade Capacity (MVA)	Additional Capacity (MVA)	Reason	Percent to Growth	Estimated Cost	To Impact Fee	Implementation Schedule	
16	Install Feeder 704	JBOX at Hobble Creek	Center Street	7,150	Conduit	NA	1100	0	13.35	13.35	New Load	100%	\$572,286	\$572,286	6 years	
17	Capacitor Additions to System	150kVAR PER 1000kW added	750KVAR ADDITION								KVAR SUPPORT	100%	\$37,500	\$37,500	6 years	
SUVPS 11	Power Factor Improvements (On Going and Taylor)										FROM SUVPS	TBD	TBD	\$0	6 years	
SUVPS 12	Additional 138kV Line Support										FROM SUVPS	TBD	TBD	\$0	6 years	
SUVPS 13	138/46kV Line Transformation										FROM SUVPS	TBD	TBD	\$0	6 years	
SUVPS 14	Line Improvements										FROM SUVPS	TBD	TBD	\$0	6 years	
SUVPS 15	RMP Coordination										FROM SUVPS	TBD	TBD	\$0	6 years	
TOTAL														\$609,786	\$609,786	
PRIORITY FOUR - LOW PRIORITY																
NUMBER	PROJECTS	NOTE 1	NOTE 2	NOTE 3	Underbuilt	Current Conductor	Proposed Conductor	Current Capacity (MVA)	Upgrade Capacity (MVA)	Additional Capacity (MVA)	Reason	Percent to Growth	Estimated Cost	To Impact Fee	Implementation Schedule	
18	Upgrade to Feeder 501	NW-B-4-0122	NW-D-2-0100	4000	50%	4/0	477	7.47	12.70	5.23	Support for 703	41%	\$219,200	\$90,268.98	10 year	
19	Capacitor Additions to System	150kVAR PER 1000kW added	1000KVAR ADDITION								KVAR SUPPORT	100%	\$50,000	\$50,000.00	10 year	
TOTAL														\$269,200	\$140,269	
PRIORITY FIVE - LONG TERM PRIORITY																
NUMBER	PROJECTS	NOTE 1	NOTE 2	NOTE 3	Underbuilt	Current Conductor	Proposed Conductor	Current Capacity (MVA)	Upgrade Capacity (MVA)	Additional Capacity (MVA)	Reason	Percent to Growth	Estimated Cost	To Impact Fee	Implementation Schedule	
20	Additional Feed Under the Interstate	Near 1000 N	NA	3200	Conduit	NA	1100	0	13.35	13.35	Support for 703	100%	\$256,128	\$256,128	20 year	
21	New Substation Near Center Street	NA	NA	NA	NA	NA	NA	0	25	25.00	New Load	100%	\$1,700,000	\$1,700,000	20 year	
TOTAL														\$1,956,128	\$1,956,128	
EXISTING DEFICIENCY																
NUMBER	PROJECTS	NOTE 1	NOTE 2	NOTE 3	Underbuilt	Current Conductor	Proposed Conductor	Current Capacity (MVA)	Upgrade Capacity (MVA)	Additional Capacity (MVA)	Reason	Percent to Growth	Estimated Cost	To Impact Fee	Implementation Schedule	
22***	Upgrade to feeder 602	SE-A-1-A-0152	SE-A-1-A-0149	731.9	In 4" Conduit	1/0	250	2.48MVA			Support for 202	0%	\$58,581	\$0	3 years	
SUVPS 1	NEBO Trans. DC. Trans	Springville Cost Only									FROM SUVPS	0%	\$412,000	\$0.00	1 year	
SUVPS 2	Capacitor Additions to Baxter	Springville Cost Only									FROM SUVPS	0%	\$444,120	\$0.00	1 year	
SUVPS 3	Line Improvements	Springville Cost Only				477	1272	53.38	95.61	42.23	FROM SUVPS	0%	\$1,517,410	\$0.00	1 year	
SUVPS 4	RMP Coordination	Springville Cost Only									FROM SUVPS	0%	\$92,525	\$0.00	1 year	
SUVPS 5	SF-Whitehead to Dry Creek	Springville Cost Only				477	1272	53.38	95.61	42.23	FROM SUVPS	0%	\$55,515	\$0.00	1 year	

TEN YEAR ESTIMATED COST	\$5,913,761	\$3,755,397	Percentage to Impact Fee
TWENTY YEAR ESTIMATED COST	\$7,869,889	\$5,711,525	63.5%
TOTAL EXISTING DEFICIENCY	\$2,580,151	\$0	72.6%



FEEDER CIRCUITS

101 OH	101 U
103 OH	103 U
104 OH	104 U
106 OH	106 U
201 OH	201 U
202 OH	202 U
203 OH	203 U
501 OH	501 U
502 OH	502 U
503 OH	503 U
601 OH	601 U
602 OH	602 U
603 OH	603 U
604 OH	604 U
6041 OH	6041 U
6042 OH	6042 U
701 OH	701 U
702 OH	702 U
703 OH	703 U
704 OH	704 U
705 OH	705 U
706 OH	706 U
46 OH	46 U
Switch	



R. E. Pender Inc.

EXHIBIT 3

**Springville City Power
Impact Fee Study**

Impact Fee Cost Analysis

Line No.	Description	10-year Recovery Period 2013-2022
		(a)
1	Total Cost of New Development-related Projects [1] Add: Impact Fee Projects In Progress Not Accounted for In Current Study Currently Ongoing SCP Impact Fee Projects [2]	\$ 3,755,397
2	Industrial Park URD Upgrade	\$ 447,500
3	900 N. Substation Transformer	\$ 229,711
4	Total Project Costs to be Recovered through Impact Fees	\$ 4,432,608
5	Less: Net Revenue (Deficit) Balance of Impact Fee Fund [3]	\$ 754,364
6	Net Impact Fee Project Costs to be Recovered (Line 4 - Line 7)	\$ 3,678,244

[1] See Impact Fee Facilities Plan, dated 02/07/13.

[2] Per the City's Impact Fee Audit Report to the Utah State Auditor as of 06/30/2012.

[3] Provided by the Springville Finance Department and is current with all revenues and expenditures as of 12/31/2012.

EXHIBIT 4

Springville City Power
Impact Fee Study

Impact Fee Demand Analysis

Line No.	Description		10-year Recovery Period 2013-2022
	Calculation of Demand Placed on Existing System [1]		(a)
1	Last Year of Recovery Period Coincident System Peak Demand	kW	71,259.0
2	2012 Coincident System Peak Demand	kW	56,120.0
3	Increase in System Coincident Peak Demand at Input	kW	15,139.0
4	Estimated System Diversity Factor [2]		1.25
5	Increase in System Non-Coincident Peak at Input	kW	18,923.8
6	Estimated System Losses @ 4.0% [3]	kW	757.0
7	Increase in System Non-Coincident Peak at Meter	kW	18,166.8

- [1] Per the Impact Fee Forecast of Customers, Energy and Demands, 2013 - 2032.
- [2] Based on an estimated coincidence factor of 0.80 per the load forecast ($1/0.80 = 1.25$).
- [3] Estimated based on a review of historical data.

EXHIBIT 5

Springville City Power
Impact Fee Study

Impact Fee Calculation

Line No.	Description		10-year Recovery Period 2013-2022
			(a)
1	Net Impact Fee Project Costs to be Recovered	\$	3,678,244
2	Future Demand Placed on Existing System	kW	18,166.8
3	Base Impact Fee (Line 1 / Line 2)	\$/kW	202.47
4	Impact Fee at 30% Panel Utilization [1]	\$/kVA	60.74

[1] 30% panel utilization per the May 2004 Impact Fee Study report.

EXHIBIT 6

Springville City Power
Impact Fee Study

Summary of Charges For Residential & Commercial Customers
Current and Proposed Impact Fees

Line No.	Description / Panel Rating	Current Impact Fee	Proposed Impact Fee
		(a)	(b)
1	Impact Fees (\$ per kVa)	\$ 82.80	\$ 60.74
	Impact Fee Charge for Applicable Panel Size		
	Residential (120/240, 1 phase)		
2	100 Amp	1,987	1,458
3	200 Amp	3,974	2,916
4	400 Amp	7,949	5,831
	Commercial (120/208, 3 phase)		
5	100 Amp	2,983	2,188
6	200 Amp	5,966	4,376
7	400 Amp	11,932	8,753
	Commercial (120/208, 3 phase)		
8	2000 Amp	59,658	43,765
9	3000 Amp	89,488	65,647
	Commercial (270/480, 3 phase)		
10	3000 Amp	\$ 206,510	\$ 151,493

SPRINGVILLE CITY POWER

2013 IMPACT FEE CALCULATION WORKSHEET

May 2013

An Electrical Service Impact Fee is required for all new and expanded electrical services

The impact fee for all new or expanded electrical services shall be in accordance with the following worksheet. New services are based on panel breaker size and voltage rating; expanded services are based on the differential current (new minus the existing main breaker size and the voltage rating). The intent is to use the resultant kVA capacity increase as a measure of system impact.

Calculate or enter service size: = input data

Amperage:	100.00	Main breaker size or differential current for upgrades
Voltage (in volts):	240	[Differential current = New breaker size - Old breaker size]
Single (1) or three (3) phase:	1.00	
New kVA/KW Service:	24.00	

Calculate Impact Fee:

Estimated Non-diversified Demand With Utilization:	7.20
Impact Fee (Est Demand x Diversified Base Fee):	\$1,457.78

Impact Fee Base =	\$202.47 Per kVA of system capacity
Utilization Factor =	30% Actual Demand vs. Installed Service Capacity (Multiplier applied to requested service size.)
Applied Fee =	\$60.74 Per kVA of customer requested service increase. Single phase KVA is based on main breaker ampere size x normal line-to-line voltage; ie 100a x 240v = 24kVA; Three phase KVA requires a multiplier of $\sqrt{3}$

Impact Fee Table:

REQUESTED SERVICE SIZE [AMPERAGE LESS THAN OR EQUAL TO]	VOLTAGE		
	120/240	120/208	277/480
	1 PHASE	3 PHASE	3 PHASE
10	\$146	\$219	\$505
20	\$292	\$438	\$1,010
30	\$437	\$656	\$1,515
40	\$583	\$875	\$2,020
50	\$729	\$1,094	\$2,525
60	\$875	\$1,313	\$3,030
70	\$1,020	\$1,532	\$3,535
80	\$1,166	\$1,751	\$4,040
90	\$1,312	\$1,969	\$4,545
100	\$1,458	\$2,188	\$5,050
125	\$1,822	\$2,735	\$6,312
150	\$2,187	\$3,282	\$7,575
175	\$2,551	\$3,830	\$8,837
200	\$2,916	\$4,377	\$10,100
300	\$4,373	\$6,565	\$15,150
400	\$5,831	\$8,753	\$20,200
500	\$7,289	\$10,941	\$25,250
600	\$8,747	\$13,130	\$30,299
700	\$10,204	\$15,318	\$35,349
800	\$11,662	\$17,506	\$40,399
900	\$13,120	\$19,695	\$45,449
1000	\$14,578	\$21,883	\$50,499
1100		\$24,071	\$55,549
1200		\$26,260	\$60,599
1300		\$28,448	\$65,649
1400		\$30,636	\$70,699
1500		\$32,824	\$75,749
1600		\$35,013	\$80,799
1700		\$37,201	\$85,849
1800		\$39,389	\$90,898
1900		\$41,578	\$95,948
2000		\$43,766	\$100,998
2500		\$54,707	\$126,248
3000		\$65,649	\$151,497

ORDINANCE NO. #_____

AN ORDINANCE READOPTING THE SPRINGVILLE CITY POWER CAPITAL FACILITY PLAN, IMPACT FEE FACILITY PLAN AND THE IMPACT FEE STUDY; AND REENACTING POWER IMPACT FEES.

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

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

WHEREAS, on July 2, 2013, after the City properly noticed its intent pursuant to the Act to (1) update and approve the “Springville City Power Capital Facility Plan, Impact Fee Facility Plan and the Impact Fee Study, date May 2013,” prepared and certified by Salient Power Engineer, LLC and R.E. Pender, Inc., and (2) enact the Power Impact Fees, the City approved the “Springville City Capital Facility Plan, the Impact Fee Facility Plan and the Impact Fee Study” and enacted the Springville City Power Impact Fees; and

WHEREAS, recently, in following the advice of several impact fee consultants that a city should re-evaluate its impact fees every couple of years, the City has reviewed and evaluated the City’s power impact fee from July 2013 to July 2015 to determine whether the City is collecting the appropriate amount of impact fees assessed to new development to complete impact fee facilities pursuant to the City’s Impact Fee Facility Plan; and

WHEREAS, the City has determined that it’s power impact fee assessed to new development has allowed it to complete impact fee facilities as outlined in the City’s Impact Fee Facility Plan; and

WHEREAS, on November 6, 2014, pursuant to Section 11-36a-502 of the Act, a full copy of the Springville City Power Capital Facility Plan, Impact Fee Facility Plan and Impact Fee Study and this Impact Fee Enactment Ordinance, along with an executive summary of the IFFP and the IFA that was designed to be understood by a lay person, were made available to the public at the Springville City Public Library and posted on the City’s Website; and

WHEREAS, on November 4, 2015, the Provo Daily Herald published a notice of the date, time, and place of the public hearing to consider the Springville City Power Capital Facility Plan, Impact Fee Facility Plan and Impact Fee Study and this Impact Fee Enactment Ordinance; and

WHEREAS, on November 17, 2015, the Springville City Council held a public hearing regarding the proposed and certified Springville City Power Capital Facility Plan, Impact Fee Facility Plan and Impact Fee Study and this Impact Fee Enactment Ordinance; and

WHEREAS, the Springville City Council does now desire to hereby reapprove and readopt the Springville City Power Capital Facility Plan, Impact Fee Facility Plan and Impact Fee Study and the Power Impact Fee pursuant thereto and pursuant to the requirements of Sections 11-36a-401 through 11-36a-403 of the Act.

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

SECTION 1: Adoption.

The “Springville City Power Capital Facility Plan, Impact Fee Facility Plan and Impact Fee Study, dated May 2013” (the “Impact Fee Documents”) are attached as Exhibit "A" and are hereby reapproved, readopted and incorporated herein by reference. The Power Impact Fees set forth in the Impact Fee Study and this Ordinance are hereby reapproved and enacted.

SECTION 2: Service Area.

The service area established in the Impact Fee Documents and for which the Power Impact Fees are established and imposed is all of the Springville City Power Departments Service Area, which area includes all of Springville City (the “Service Area”). The Service Area is established based upon sound planning and engineering principles for the City’s power system services.

SECTION 3: Level of Service.

The existing level of service provided by the City’s power system shall remain the same as it was prior to this Ordinance and is hereby again adopted as the level of service to be provided throughout the City. The existing and proposed level of service is fully defined in Section 2.4 of the Impact Fee Documents, as follows:

2.4 Level of Service Standards

The City plans, designs and operates its system based on the following criteria:

- Transformer ratings under varying load levels and loading conditions must remain below their base rating;
- The system must be able to adequately serve load under single contingency (N-1) situations, where “N” is a power system elements such as a transformer or line;
- The system switching required under an N-1 contingency should remain as simplified as possible to ensure that switching orders not become unnecessarily complex
- Distribution circuit loading criteria must remain below 90% of its maximum current rating;
- Primary circuit voltage must remain between 95% and 105% of its nominal value; and
- Distribution circuit mains must be able to serve additional load under N-1 contingencies.

The above criteria were used to determine Springville’s future facility needs based on the amount of load (i.e., demand) placed on the existing system over a pre-determined CFP/IFFP planning horizon (e.g., one, three, six, ten and twenty years).

SECTION 4: Impact Fee Analysis and Impact Fee Calculations.

As found in the Impact Fee Documents, the Power Impact Fee calculation is based on the following:

1. Elements. In calculating the Power Impact Fee, the City has included those costs allowed, including debt service, if any, that are found under Section 11-36a-305 of the Act.
2. Proportionate Share Analysis. Included within the Impact Fee Documents is a proportionate share analysis as required by Section 11-36a-304 of the Act.
3. Formula. The Power Impact Fee is based upon the Act’s required proportionate share analysis in determining the total project costs to maintain the City’s current power system level of service for new development activity that will occur during the next six (6) to ten (10) years. The following schedule of Power Impact Fees is found in the Impact Fee Study and specifies the amount of impact fee to be imposed for each type of development activity and for each type of system improvement and/or the formula the City will use to calculate each impact fee.

SPRINGVILLE CITY POWER
2013 IMPACT FEE CALCULATION WORKSHEET
 May 2013

An Electrical Service Impact Fee is required for all new and expanded electrical services

The impact fee for all new or expanded electrical services shall be in accordance with the following worksheet. New services are based on panel breaker size and voltage rating; expanded services are based on the differential current (new minus the existing main breaker size and the voltage rating. The intent is to use the resultant kVA capacity increase as a measure of system impact.

Calculate or enter service size: = input data
 Amperage: Main breaker size or differential current for upgrades
 Voltage (in volts): [Differential current = New breaker size - Old breaker size]
 Single (1) or three (3) phase:
 New kVA/KW Service:

Calculate Impact Fee:
 Estimated Non-diversified Demand With Utilization: 7.20
 Impact Fee (Est Demand x Diversified Base Fee): \$1,457.78

Impact Fee Base = \$202.47 Per kVA of system capacity
 Utilization Factor = 30% Actual Demand vs. Installed Service Capacity
 (Multiplier applied to requested service size.)
 Applied Fee = \$60.74 Per kVA of customer requested service increase. Single phase
 KVA is based on main breaker ampere size x normal line-to-line
 voltage; ie 100a x 240v = 24kVA; Three phase KVA requires a
 multiplier of $\sqrt{3}$

Impact Fee Table:

REQUESTED SERVICE SIZE [AMPERAGE LESS THAN OR EQUAL TO]	VOLTAGE		
	120/240	120/208	277/480
	1 PHASE	3 PHASE	3 PHASE
10	\$146	\$219	\$505
20	\$292	\$438	\$1,010
30	\$437	\$656	\$1,515
40	\$583	\$875	\$2,020
50	\$729	\$1,094	\$2,525
60	\$875	\$1,313	\$3,030
70	\$1,020	\$1,532	\$3,535
80	\$1,166	\$1,751	\$4,040
90	\$1,312	\$1,969	\$4,545
100	\$1,458	\$2,188	\$5,050
125	\$1,822	\$2,735	\$6,312
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175	\$2,551	\$3,830	\$8,837
200	\$2,916	\$4,377	\$10,100
300	\$4,373	\$6,565	\$15,150
400	\$5,831	\$8,753	\$20,200
500	\$7,289	\$10,941	\$25,250
600	\$8,747	\$13,130	\$30,299
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900	\$13,120	\$19,695	\$45,449
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1400		\$30,636	\$70,699
1500		\$32,824	\$75,749
1600		\$35,013	\$80,799
1700		\$37,201	\$85,849
1800		\$39,389	\$90,898
1900		\$41,578	\$95,948
2000		\$43,766	\$100,998
2500		\$54,707	\$126,248
3000		\$65,649	\$151,497

4. Non-standard Impact Fees. The City reserves the right under the Act to assess an adjusted impact fee that more closely matches the true impact that the land use will have upon the power system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category.
5. Impact Fee Adjustments.
 - a. The City Council is authorized to adjust the standard fee at the time the fee is charged to:
 - i. respond to:
 1. unusual circumstances in specific cases; or
 2. a request of a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has or will be collected, and
 - ii. ensure that the impact fees are imposed fairly.
 - b. The impact fee may be adjusted for a particular development based on studies or data provided by a developer after review by the City's Impact Fee Administrator and approval by the City Council.
6. Credits and Reimbursements.
 - a. A developer, including a school district or a charter school, shall receive a credit against or proportionate reimbursement of an impact fee from the City if the developer:
 - i. dedicates land for a system improvement,
 - ii. builds and dedicates some or all of a system improvement, or
 - iii. dedicates a public facility that the City and the developer agree will reduce the need for a system improvement.
 - b. The City shall require a credit against the impact fee for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:
 - i. are system improvements, or
 - ii. A. are dedicated to the public, and
 - B. offset the need for an identified system improvement.

SECTION 5: Assessment.

The Power Impact Fee shall be charged for all new service connections where no existing power service has been provided by the City or whenever a customer desires to increase the size of an existing power service. In the latter instance, the impact fee shall be based on the difference in service capacity between the new and existing service. The impact fee shall be charged throughout the Service Area for all classes of service.

SECTION 6: Expenditure of Impact Fees.

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

SECTION 7: Refunds.

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

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

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

SECTION 8: Impact Fee Challenges.

A person or entity that has standing to challenge an impact fee may appeal the impact fee pursuant to Title 14, Chapter 5 of the Springville City Code. The procedures and time limitations for challenging an impact fee, including procedures for mediation and/or arbitration, shall be as set forth in Sections

11-36a-702 through 705 of the Act. The applicable remedies for an impact fee challenge shall be limited to those set forth in Section 11-36a-701 of the Act.

SECTION 9: Accounting of Impact Fees.

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

SECTION 10: Severability.

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

SECTION 11: Effective Date.

This Ordinance will become effective when approved.

SECTION 12: Publication.

The City Recorder shall cause this ordinance or a short summary hereof to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

ADOPTED by the City Council of Springville, Utah, this ____ day of _____ 2015.

SPRINGVILLE CITY

MAYOR WILFORD W. CLYDE

ATTEST:

CITY RECORDER

Exhibit “A”



STAFF REPORT

DATE: November 17, 2015
TO: Honorable Mayor and City Council
FROM: Kim Rayburn, City Recorder
SUBJECT: 2015 MUNICIPAL GENERAL ELECTION CANVASS

RECOMMENDED MOTION

Motion to APPROVE **RESOLUTION #2015-**, TO ACCEPT AND CERTIFY THE RESULTS OF THE 2015 MUNICIPAL GENERAL ELECTION AND CANVASS, AND DECLARE 4-YEAR CITY COUNCIL CANDIDATES RICHARD J. CHILD, CHRISTOPHER K. CREER AND JASON A. MILLER TO BE ELECTED.

ROLL CALL VOTE REQUIRED

Motion to APPROVE **RESOLUTION #2015-**, FINDING AND DECLARING THE RESULTS OF A SPECIAL BOND ELECTION HELD IN SPRINGVILLE CITY, UTAH ON NOVEMBER 03, 2015 TO DETERMINE THE ISSUANCE OF \$11,195.00 IN GENERAL OBLIGATION BONDS OF THE CITY TO ACQUIRE, CONSTRUCT, AND IMPROVE THE AQUATICS AND ACTIVITY CENTER FACILITIES AND RELATED IMPROVEMENTS AND FACILITIES; RATIFYING AND CONFIRMING ACTS DONE IN CONNECTION THEREWITH; AND PROVIDING FOR RELATED MATTERS.

ROLL CALL VOTE REQUIRED

BACKGROUND

Pursuant to Utah State law, it is necessary for the City Council to act as the Board of Canvassers and to canvas the election returns by reviewing and verifying the total votes cast on Election Day.

This year's Municipal Election had three City Council seats up for election. Four Declarations of Candidacy were filed, therefore, not requiring a Primary Election.

Springville City contracted with Utah County to assist with the 2015 Springville Municipal General Election. We are awaiting the final results from Utah County and will provide the supporting documents and information at the meeting to be held on November 17, 2015.

DISCUSSION

We had a very good turnout and I do think that the election went well. I would like to thank those who served as poll workers for their fine dedication to the election process. Many of them have served for years. Election Day is a very long day; polls are open from 7:00 a.m. to 8:00 p.m., so the set-up and dismantling of the polls demands much of their endurance and patience. I also wish to extend thanks to those who voted for their interest in voicing their choices and their patience with the election process.

Kim Rayburn
City Recorder

Springville, Utah

November 17, 2015

The City Council (the “Council”) of Springville City, Utah (the “City”), met in regular public session at the regular meeting place of the Council in Springville, Utah, on November 17, 2015, at the hour of 7:00 p.m., with the following members of the Council being present:

Wilford W. Clyde	Mayor
Richard J. Child	Councilmember
Craig Conover	Councilmember
Chris Creer	Councilmember
Dean F. Olsen	Councilmember
Chris Sorensen	Councilmember

Also present:

Troy Fitzgerald	City Administrator
Bruce Riddle	Finance Director
Kim Rayburn	City Recorder
John Penrod	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance With Open Meeting Law with respect to this November 17, 2015 meeting, a copy of which is attached hereto as Exhibit A.

It was then moved by Councilmember _____, seconded by Councilmember _____, and carried unanimously that the Council sit as a Board of Canvassers for the purpose of canvassing the returns of the special bond election held in the City on November 3, 2015.

The Council thereupon made a proper canvass of the election returns of said special election in accordance with Sections 11-14-207, 20A-4-301(3), 20A-4-302 and 20A-4-303, Utah Code Annotated 1953, as amended, and at its conclusion made the following official findings:

PROPOSITION

Shall the City Council of Springville City, Utah (the “City”), be authorized to issue General Obligation Bonds in an amount not to exceed Eleven Million One Hundred Ninety-Five Thousand Dollars (\$11,195,000) (the “Bonds”) for the purpose of paying all or a portion of the costs of constructing and furnishing of a new aquatics and activities center and all related improvements, and for payment of expenses reasonably incurred with the construction of said facilities (the “Project”) and the authorization and issuance of the Bonds; said Bonds to be due and payable in not to exceed twenty-one (21) years from the date of issuance of the Bonds?

Property Tax Cost of Bonds. If the Bonds are issued as planned, an annual property tax to pay debt service on the Bonds will be required over a period of twenty (20) years in the estimated amount of \$60.52 per year (approximately \$5.04 per month) on a \$207,695 (average home value in Springville) primary residence and in the estimated amount of \$110.04 per year on a business property having the same value.

The foregoing information is only an estimate (based upon current taxable values without consideration of any increase/decrease of the same over the twenty (20) year period) and is not a limit on the amount of taxes that the City may be required to levy in order to pay debt service on the Bonds. The City is obligated to levy taxes to the extent provided by law in order to pay the Bonds.

Total votes cast

Total persons challenged

Total persons who were issued a provisional ballot

Total number of provisional ballots that were counted

Total votes cast in favor of issuing \$11,195,000 General Obligation Bonds

Total votes cast against issuing \$11,195,000 General Obligation Bonds

Based upon the canvass of returns by the City Council of Springville City, Utah sitting as a Board of Canvassers, said Council hereby declares the Proposition set forth above to have carried.

PASSED AND APPROVED this 17th day of November, 2015.

(SEAL)

Mayor

ATTEST:

City Recorder

(Here follows other business not pertinent to the above.)

Upon conclusion of all business and motion duly made and carried, the meeting was adjourned.

(SEAL)

Mayor

ATTEST:

City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

I, Kim Rayburn, the duly qualified and acting City Recorder of Springville City, Utah (the "City"), do hereby certify according to the records of the City in my possession that the above and foregoing constitutes a true and correct copy of the excerpts from the minutes of the meeting of the City Council of the City, held on Tuesday, the 17th day of November, 2015.

City Recorder

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Kim Rayburn, the undersigned City Recorder of Springville City, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the November 17, 2015 public meeting held by the City Council (the “Council”) of the City, as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City’s principal offices on November ____, 2015, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, delivered to The Daily Herald pursuant to its subscription to the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2015 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council to be held during the year, by causing said Notice to be (i) posted on January 7, 2015 at the principal office of said Council, (ii) posted on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year and (iii) provided to at least one newspaper of general circulation within the City pursuant to its subscription to the Utah Public Notice Website (<http://pmn.utah.gov>).

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this 17th day of November, 2015.

City Recorder

(SEAL)

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE



STAFF REPORT

DATE: November 13, 2015

TO: Honorable Mayor and City Council

FROM: Planning Commission
J. Fred Aegerter, Community Development Director

**SUBJECT: CONSIDERATION OF AMENDMENTS TO TITLE 11, CHAPTER 6,
ARTICLE 3 OF SPRINGVILLE CITY CODE PERTAINING TO SIGN
REGULATIONS.**

RECOMMENDED MOTION

MOVE TO ADOPT ORDINANCE NO. ____-2015, AMENDING VARIOUS SECTIONS OF TITLE 11, CHAPTER 6, ARTICLE 3 OF SPRINGVILLE CITY CODE AS RECOMMENDED BY THE PLANNING COMMISSION.

SUMMARY OF ISSUES/FOCUS OF ACTION

Do the proposed amendments meet the intent and purposes of the various chapters of Title 11, specifically 11-6-301, the Springville City General Plan and the best interest of the community?

BACKGROUND

The Community Identity Element of Shaping Springville for 2030 – Springville City General Plan includes a strategy to review, update and implement the sign ordinance (Strategy 1C). Other objectives and strategies focus on addressing issues that negatively affect businesses (Economic Development 4A) and creating an aesthetically pleasing environment (Community Identity – Objective 1).

The current sign ordinance was adopted in June 2005 after a 21 month process which included two ad hoc committees (the first one identified the issues and the second focused on ordinance language), examined ordinances for all Utah County cities of a population similar or greater than that of Springville, an open house and public comment survey, several presentations by representatives of the sign industry and review of the ordinance by the Utah Sign Association, examined various viewpoints regarding sign height, size and location information, visual preference and functional survey of various types of signage and public hearings by the Planning Commission and City Council.

It was a process that included strong opinions on both sides of the issue, some feeling it was too restrictive and others, not restrictive enough. There was discussion about the balance between corporate identity and community identity. At the time of its adoptions, there was recognition that there would be the need to make changes and clarify the ordinance. The purpose statement of the Sign ordinance is found in §11-6-301.

11-6-301 Purpose.

(1) *The purpose of this section is to encourage signs that create and maintain safe and aesthetically pleasing building elevations and streetscapes while allowing for adequate identification, communication and advertising for land uses in the City.*

(2) *In adopting these regulations, the City Council recognizes and seeks to preserve and enhance Springville City's rich heritage and reputation as Utah's "Art City," its natural endowments of views and vistas associated with its unique placement along the Wasatch Mountain Range, and its rich mix of land uses. Furthermore, the City Council aims to protect and enhance economic viability by assuring that Springville will be a visually pleasant place to visit or live. In addition, the City Council seeks to promote signage that ensures the safety of residents and visitors.*

(3) *Therefore, the City Council finds and declares that the regulations set forth in this article will achieve the following:*

- a. Signs that are compatible with their surroundings and effectively index the environment while preserving and promoting the aesthetics, and sense of order in the community.*
- b. Signs that are conducive to promoting traffic safety and add to the convenience and enjoyment of public travel by preventing visual distraction for motorists and protection of pedestrians.*
- c. Signs that preserve and enhance property values, increase the standard of living within the community, and serve to attract visitors to the city by establishing first-class business and commercial districts.*
- d. Signs that adhere to adopted fire, traffic and safety standards in order to insure the health, safety and general welfare of residents and visitors.*

Since adoption of the Sign Ordinance in 2005, the following amendments have been made:

- | | |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5-2006 | -Language clarification regarding 9' low-profile signs and berm area maximum height of 13' and signage for community uses |
| 11-2007 | -Amendment to allow on-site freestanding signs to be viewed from on-site. |
| 21-2007 | -Amendment to better identify locations for temporary signs on non-conforming sites without any landscaped areas for sign display |
| 34-2007 | -Allows for billboards, which are a non-conforming use, to be raised to a height of 35'. |
| 18-2009 | -Unified Sign Agreement allowing for off-premise advertising under certain situations for properties in the E-1 and E-2 Sign Districts. |
| 07-2010 | -Comprehensive amendments in connection with the Springville Chamber of Commerce clarifying types of signs strictly not allowed and those allowed on a temporary basis, better clarification of time limits for temporary signs and tied grand opening and going out of business to businesses and not buildings, extended electronic message signs to all districts except Sign District A, require base on low-profile signs, expanded E-1 sign district along 400 South. |

- 17-2014 -Amendments allowing pole signs for school districts in any Sign District up to 25 feet in height and 50 square feet of sign area and allowing 60% of the sign area to be an electronic message board.

This process included several presentations to the Chamber and working with Chamber President Vicki Curtis. Other changes were in response to requests from property and business owners.

In September, 2014, Mayor Clyde established a Sign Ad hoc Committee to review the ordinance at the request of some businesses in the City. The Committee consisted of seven members. Councilman Child was the representative from the City Council. The Committee was facilitated by John Janson, who has worked in planning for nearly 40 years. The Committee met four times during the months of September and October. They utilized a sign study prepared by BYU Planning students during several of their meetings, along with presentations prepared by Planning Staff.

The amendments were adopted by the City Council on February 3, 2015

The primary changes included:

- expanded locations for temporary signs
- eliminated special landscape for signage
- eliminate temporary wall banner signs
- no limitation on number of flags up to 12' high
- adopted industry brightness standard for Electronic Message Signs
- combined sign districts E-1 and E-2 and allow for signs up to 65' and enlarged sign area from 300 sq. feet to 350 sq. feet, based on street frontage
- limit EMS for billboards to I-15
- allow signs at residential development entrances

DISCUSSION

The Planning Commission considered the proposed amendments at the November 10, 2015 Planning Commission Meeting in which a public hearing was noticed and held. A summary from the discussion and recommendation follows.

Planning Staff reviewed the proposed changes

The sign ordinance is a reflection of the values of the Community. While examples from various communities may be examined and considered, the ultimate decision is that of the Community and its leaders.

The following proposed changes to the ordinance are recommendations to meet the request of Anderson, Wahlen and Associates (representing Smith’s):

- Inclusion of the definition and category of “pylon sign”;
- Changes to clarify that a sign on any property included within the properties participating the Unified Sign Agreement are considered on-premise;
- Changing the percentage of sign area that may be used by one specific property owner or tenant from 50% to 75%;
- Addition of a support structure, not to exceed two feet in height, to be allowed for low-profile signs and not included as part of the calculation of the sign area and would not allow for signage to be located on the support structure. This would allow for an additional two foot in overall height (4’ of berm or planter box, 2’ of support structure, and 6’ to 9’ of signage);
- Pylon signs of up to 20’ in height and 150 square feet of sign area are allowed in Sign District D as part of a unified sign agreement so long as there is 800’ of frontage on an arterial or major collector street
- Allowance of pylon signs up to 20’ in height in the D Sign District;

In response to the City Council’s direction to allow temporary off-premise advertising, the following changes are proposed:

- In addition to the 32 square feet of on-premise signage allowed without a permit, temporary off-premise signage of no more than two signs totaling no more than 16 square feet may be allowed for up to three months.

11-6-304 – Definitions. The only changes in this section relate to height minimums for a pole sign and defining a new category, pylon sign.

Ord. Section	Proposed Change
11-6-304 Definitions	The minimum height for a pole sign is now 15’ as that is the maximum height for the tallest low profile sign
	Pylon signs are defined. These types of signs will need to include elements of the building design.

11-6-305 – Pylon Sign spacing included

Ord. Section	Proposed Change
11-6-305	Adding pylon signs and clarifying that the 100’ distance is to a low-profile sign

11-6-308 – Signs allowed without a Sign Permit. The primary change is to make allowances for off-premise temporary signs.

Ord. Section	Proposed Change
11-6-308 Signs Allowed without a Sign Permit 11-6-308(4)(b)(ii)	This section allow for the inclusion of up to two off-premise temporary signs to totaling no more than 16 square feet on any non-residential zone.

11-6-309 – Unified Sign Agreement for On-Premise Signs -.

Ord. Section	Proposed Change
11-6-309A Unified Sign Agreement for On-Premise Signs	Clarifies that signs located on a property within a unified sign development are considered on-site,
11-6-309A(2)(b)	Changes the maximum sign percentage that one property owner or tenant can occupy from 50 % to 75%
11-6-309A(3)(a)	Lots in unified sign developments are to be considered as individual properties in determining sign types and total signage area.

11-6-313 – Specific Sign Regulations – There are multiple changes proposed in this section so the synopsis is in the table rather than included here.

Ord. Section	Proposed Changes
11-6-313(9) Low-Profile Signs	The inclusion of a support structure of up to two feet in height is proposed. This will result in low profile signs being up to 12’ in height for individual sites or up to 15’ for sites with three or more tenants on two or more acres.
11-6-313(11) Pylon Signs	Pylon signs of up to 20’ in height would be allowed in a unified sign development with up to 800’ of street frontage on an arterial or major collector street, inclusive of all properties in the development. A maximum sign area of 150 sq. feet would be allowed .

Under the Low-Profile Sign Table, the height in feet includes the 2’ high base.

Public Hearing

There were no public comments.

Planning Commission Discussion

The Commission discussed changing the percentage of sign space utilized by one owner going from 50% to 75%. After Staff reviewed the information concerning the proposed changes, there was no further discussion.

There was also discussion about the temporary off-site signage which would allow up to 16 square feet of such signage for up to three months. There was discussion as to whether three months was too long a time period.

The Commission asked for clarification regarding spacing requirement between various types of signs. They questioned whether there was conflict between various sections of the ordinance and directed Staff to make the necessary changes to ensure consistency.

COMMISSION ACTION:

Commissioner Mertz made the motion to approve the amendments as presented with clarification concerning sign spacing.

Commissioner Clyde seconded the motion. There were four commissioners in favor and one against. The motion carried.

Commission Vote

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Frank Young	X	
Genevieve Baker		X
Michael Clay	X	
Brad Mertz	X	
Carl Clyde	X	

ALTERNATIVES

1. Adopt the proposed ordinance amendments as recommended by the Planning Commission;
2. Amend and adopt the proposed ordinance; or
3. Reject the proposed amendments.

J. Fred Aegerter
Community Development Director

Attachments

ORDINANCE NO. ____-2015

**AN ORDINANCE AMENDING TITLE 11, CHAPTER 6, ARTICLE 3 OF
SPRINGVILLE CITY CODE PERTAINING TO SIGN REGULATIONS.**

Be it ordained by the City Council of Springville, Utah:

SECTION 1: The following sections of Springville City Code are hereby amended to read as follows:

11-6-304 Definitions.

“Pole sign” means an on-premises, ground-mounted sign ~~that is over nine feet (9') in height of~~ over fifteen feet (15') in height and is supported by one (1) or more poles or similar devices.

“Pylon Sign” means a freestanding sign of over fifteen feet (15') in height that is detached from a building and is supported by one or more structural elements that are architecturally similar to the design of the building.

11-6-305 General Provisions.

(8) Setbacks and Spacing Requirements – Unless specifically stated otherwise, a freestanding sign shall be set back from an interior side lot line a distance equal to or greater than the height of the sign and no portion of such sign shall be located closer than three feet (3') from a lot line bordering a public street. In addition, pole and pylon signs shall be located at least one hundred feet (100') from any ~~freestanding low-profile~~ sign located on the same or immediately adjoining lot. Low-profile signs shall be located at least fifty feet (50') from any low-profile sign located on the same or immediately adjoining lot.

11-6-306 Prohibited Signs and Devices.

(1) The following signs and devices are prohibited:

- (a) Animated signs;
- (b) Graffiti;
- (c) Billboards;
- (d) Signs that are unsafe, hazardous or violate the City’s adopted Building, Electric and Fire Codes; and
- (e) Off-premises signs, except as allowed in Subsection 11-6-308(4)(b)(ii) or Section 11-6-309A.

11-6-308 Signs Allowed Without a Sign Permit.

(4) Permanent and limited duration signs may be placed on private property as provided below. Additionally, such signs shall not create a traffic hazard as defined in Section [11-6-305](#)(12) and shall be attached to a building or be located in landscaped areas. The signage may include any lawful commercial and noncommercial messages.

(a) Agricultural and Residential Zones – No more than two (2) permanent signs are allowed; and any number of limited duration temporary signs may be allowed, provided:

(i) The total area of all signs shall be subject to the following requirements:

Lot Acreage	Permanent Signage Area	Limited Duration Signage
< 1 acre	2 square feet	12 square feet
1 to 5 acres	32 square feet	32 square feet
> 5 acres	32 square feet	64 square feet
Community use, school or church on parcel > 1 acre	64 square feet, of which freestanding signage may not exceed 32 square feet	64 square feet

(ii) All signs are located at least three feet (3') from any property line;

(iii) A freestanding sign may be up to six feet (6') in height, provided it is set back one foot (1') from any property line for every one foot (1') of sign or structure height; and

(iv) An attached sign shall conform to requirements in Section 11-6-305.

(b) Nonresidential Zones.

(i) On-Premises ~~Temporary~~ Signs – Up to four (4) freestanding, ~~temporary~~ on premise signs per site totaling no more than thirty-two (32) square feet of signage area, subject to the requirements in subsection (4)(b)(iii).

~~(A) A temporary sign or signs may not exceed six feet (6') in height, provided it is set back one foot (1') from any property line for every one foot (1') of sign or structure height. Signs attached to walls or soffits are exempt from the height limitations.~~

~~(B) Signs must be located on the property and may be mounted on poles used for other purposes (e.g., lot lighting and pole signs), as long as they meet the setbacks~~

~~specified above. In addition they may be attached to building walls, soffits or fences, but shall not be attached to trees.~~

~~(C) All types of temporary signs shall not infringe on the clear view of driveways and intersections. In addition, they shall not negatively impact on-site pedestrian and vehicular circulation. Signs attached to walls or soffits shall not block windows or doorways.~~

~~(D) All types of temporary signs shall be kept in good condition, and shall not be faded, tattered or torn.~~

(ii) Off-Premises Temporary Signs – In addition to the on-premise temporary signage allowance, up to two (2) additional freestanding, temporary off-premise signs totaling no more than sixteen (16) square feet will be allowed for no longer than a three month period per sign, subject to the requirements in subsection (4)(b)(iii):

(iii) Requirements for Temporary Signs allowed under 11-6-308(4)(b)(i and ii).

(A) A sign or signs may not exceed six feet (6') in height, provided it is set back one foot (1') from any property line for every one foot (1') of sign or structure height. Signs attached to walls or soffits are exempt from the height limitations.

(B) Signs must be located on the property and may be mounted on poles used for other purposes (e.g., lot lighting and pole signs), as long as they meet the setbacks specified above. In addition they may be attached to building walls, soffits or fences, but shall not be attached to trees.

(C) All types of signs shall not infringe on the clear view of driveways and intersections. In addition, they shall not negatively impact on-site pedestrian and vehicular circulation. Signs attached to walls or soffits shall not block windows or doorways.

(D) All types of signs shall be kept in good condition, and shall not be faded, tattered or torn.

11-6-309A Unified Sign Agreement for On-Premises Signs.

In accordance with the requirements of this Section, the Community Development Director may approve a unified sign agreement that authorizes two (2) or more adjacent lots or two (2) or more lots that are separated only by right-of-way to act as a unified sign development for the purpose of erecting signs. Signs within a unified sign development with an approved unified sign agreement shall be considered on-premise signs if the signs advertise, communicate or identify products, services, businesses, organizations, activities or messages that are located, conducted, manufactured or sold on a property within the unified sign development.

(1) Lots Eligible for Unified Sign Agreement. In order to be considered to be adjacent, lots must be immediately adjacent to each other and not at cross corners. Lots separated by a right-of-way must be directly across the right-of-way and, except for the right-of-way, must be adjacent

and not at cross corners.

(2) Criteria for Approval. In deciding whether to approve multiple lots as a single premises, the following criteria shall be considered:

(a) All areas to be combined in the unified sign agreement must be part of a clearly defined unified commercial development constructed as a single destination point for customers and visitors. Attributes of a unified commercial development include:

- (i) Common name identification to the public;
- (ii) Shared parking provided throughout the development;
- (iii) Sign structures utilized for shared signage, including identification of the common name of the development; and
- (iv) Physical layout of the development results in a cohesive development.

(b) No more than ~~fifty~~ seventy-five percent (~~50%~~) (75%) of the advertised message area may be used by one (1) property owner or tenant.

(c) A unified sign agreement shall be authorized only in Sign Districts D and E.

(d) A lot can be subject to only one (1) unified sign agreement.

(3) Allowed Signage.

(a) The properties that are subject to the unified sign agreement shall be ~~treated as one (1)~~ considered as individual properties for determining allowable sign types and total signage area, except that the width of any right-of-way separating lots within the area shall not be counted towards allowable signage area.

(b) All signs included within the unified sign agreement shall meet the on-premises sign requirements of this Article and any and all other Springville City ordinances, resolutions and policies that govern signs. All nonconforming signs on the premises shall be removed as part of the unified sign agreement.

(c) Upon approval of a unified sign agreement, all existing signs on the premises that are not in compliance with the unified sign agreement shall be removed or brought into compliance with the unified sign agreement.

(d) All new signs constructed pursuant to the agreement shall be constructed in compliance with the unified sign agreement.

(4) Sign Plan and Application Fee Required.

(a) A sign plan covering the entire area included in the unified sign agreement shall be submitted to the Community Development Director for approval. The sign plan shall contain the following information:

- (i) The location, size, and height of all existing and proposed signs; and
- (ii) Description of development within the area of the unified sign agreement demonstrating the attributes of a unified commercial development as described in subsection (2)(a) of this section.

(b) A copy of the sign plan shall be attached to the unified sign agreement and may be amended only with the approval of the Community Development Director, upon compliance with the requirements set out in subsection (7)(b) of this section.

(c) An application fee shall be paid by an applicant with the filing of an application for a unified sign agreement. An application will not be deemed complete until the required fees have been received by the City. The fee amount shall be as adopted by the City Council.

(5) Findings. The Community Development Director may administratively approve a unified sign agreement, if the Director finds that the unified sign agreement meets all of the above requirements and the requirements of this Article.

(6) Notice of Decision. The Community Development Director shall issue a decision on a unified sign agreement within thirty (30) days of the date a completed application is submitted.

(7) Execution, Amendment, Termination and Filing of Unified Sign Agreements.

(a) The unified sign agreement shall:

- (i) Contain the names and addresses of the owners and the legal descriptions of all properties within the unified sign agreement;
- (ii) State that all parties agree that the properties covered by the agreement may be ~~collectively~~ treated as a ~~single~~ individual premises property for the ~~limited~~ purpose of determining the number, size and location of on-premise signs permitted in accordance with this Section;
- (iii) State that the agreement constitutes a covenant running with the land with respect to all properties subject to the agreement;
- (iv) State that all parties agree to defend, indemnify and hold harmless Springville City from and against all claims or liabilities arising out of or in connection with the agreement;
- (v) State that the agreement will be governed by the laws of the State of Utah;

(vi) State that the agreement may be amended or terminated only in accordance with subsection (7)(b) of this section;

(vii) Be approved by the Community Development Director and approved as to form by the City Attorney;

(viii) Be signed by all owners of the properties included in the agreement; and

(ix) Be signed by all lien holders, other than taxing entities that have either an interest in the lots covered by the agreement or an improvement on those properties.

(b) A unified sign agreement may be amended or terminated as follows:

(i) The amendment or termination agreement shall be executed by all owners of the properties included in the unified sign agreement, and all lien holders, other than a taxing entity, that have an interest in land covered by the agreement or an improvement on such land.

(ii) A termination agreement shall be approved by the Community Development Director if all signs on the property governed by the agreement are in compliance with City sign regulations, as if no unified sign agreement had been executed. Any signs that are not in compliance shall be removed or brought into compliance prior to approval of the agreement by the Community Development Director.

(iii) In considering whether to approve an amendment to a unified sign agreement, the Community Development Director shall consider the criteria for approval of unified sign agreements set out in subsection (7)(a) of this section.

(c) A unified sign agreement or an agreement to amend or terminate such an agreement is not effective until the agreement is approved by the Community Development Director, the agreement is filed in the Utah County Recorder's Office, and two (2) recorded-marked copies of the agreement are delivered to the Community Development Director.

11-6-312 Sign Districts.

(1) Intent and Purpose – Throughout Springville City, there are a variety of commercial and industrial areas that are all important to the vitality of the City. They vary from older, traditional commercial areas with a mix of pedestrian traffic to automobile-oriented, regional commercial centers adjacent the interstate system. Within residential areas, needs for signs are also important, but should not take away from the residential nature of the area. For purposes of this Article, the sign districts will be used to regulate signs. These districts are identified on the Sign District Map. As rezoning of properties occurs, the sign district map shall be amended, if needed, to reflect the new zoning designation.

(d) Sign District D (Gateway Corridors) includes portions of 400 South and 1600 South. These commercial corridors are located in the Westfields Community. Signage in this area

will allow for low-profile, pylon and wall signs.

11-6-313 Specific Sign Regulations.

(9) Low-Profile Signs.

Sign Districts Where Allowed – Low-profile signs are permitted in all sign districts.

Permit Required – A sign permit is required.

Area.

(a) Forty-eight (48) square feet is allowed in Sign Districts A, B and C, with an additional twelve (12) square feet of signage for properties of greater than two (2) acres with three (3) or more tenants for a total of sixty (60) square feet.

(b) Sixty (60) square feet is allowed in Sign Districts D, E and F with an additional thirty (30) square feet for properties of five (5) or more acres with three (3) or more tenants for a total of ninety (90) square feet.

Location – One (1) low-profile sign is allowed per property frontage. On parcels in Sign Districts A, B and C with two hundred (200) or more feet of street frontage, one (1) additional low-profile sign will be allowed. On parcels in Sign Districts D, E and F with three hundred (300) or more feet of street frontage, one (1) additional low-profile sign will be allowed. No more than two (2) signs may be allowed per street frontage.

Height – A low-profile sign of sixty (60) square feet or less may not exceed six feet (6') in height and one of greater than sixty (60) square feet may not exceed nine feet (9') in height, ~~inclusive~~ exclusive of any support structure up to two feet in height. In nonresidential sign districts, the sign may be located on required berming, or a landscaped base or planter box, which shall not be considered in the sign height measurement; however, the maximum height for a low-profile sign of sixty (60) square feet or less, as measured to the top of the sign or sign cabinet, shall not exceed ~~ten feet (10')~~ twelve feet (12') as measured from the top of the curb of the nearest public street. For those signs greater than sixty (60) square feet the maximum height shall not exceed ~~thirteen feet (13')~~ fifteen feet (15') as measured from the top back of curb on the nearest public street.

For signs utilizing the berm option, the entire frontage shall be bermed, not just the area needed to accommodate the sign.

(10) Pole Signs.

Sign Districts Where Allowed – District E and schools within any sign district.

Permit Required – A sign permit is required.

Number of Pole Signs Allowed.

(a) District E – One (1) freestanding pole sign is allowed on each street frontage; provided, that it is located two hundred feet (200') from any other pole ~~or low-profile~~ sign. For parcels having at least six hundred feet (600') of frontage, a second pole sign is permitted, provided it is located at least three hundred feet (300') from any other pole sign. No more than two (2) pole signs may be allowed per street frontage.

(b) Schools – One (1) freestanding pole sign is allowed on school parcels having at least four hundred feet (400') of frontage, provided the parcel has no other freestanding signs. In no case shall any school parcel have more than one (1) pole sign, with the exception of interior athletic field scoreboard signs. Pole signs shall be architecturally compatible with the building materials used on the school and approved by the Community Development Director.

Area – See Pole Sign Table.

(a) Sign District E – One (1) square foot per linear foot of frontage up to a maximum of three hundred fifty (350) square feet.

(b) Schools in Any Sign District – Up to a maximum of fifty (50) square feet in signage area.

Height.

(a) Sign District E – Maximum height of sixty-five feet (65').

(b) Schools in Any Sign District – Up to a maximum height of twenty feet (20').

(11) Pylon Signs.

Sign Districts Where Allowed – District D.

Permit Required – A sign permit is required.

Number of Pylon Signs Allowed. Pylon signs are allowed subject to an approved unified sign agreement under Section 11-6-309. As part of a unified sign agreement that is approved under 11-6-309A, the unified sign development may have one pylon sign for every eight hundred feet (800') of street frontage, inclusive of all properties, on an arterial or major collector street within the unified sign development.

Area – One (1) square foot per linear foot of frontage up to a maximum of one hundred fifty (150) square feet.

Height. – Maximum height of up to twenty feet (20')

(~~11~~ 12) Projecting Signs.

Sign Districts Where Allowed – Projecting signs are allowed in Sign District A on buildings with no front setback subject to issuance of an encroachment permit by Springville City.

Permit Required – A sign permit is required, along with an encroachment permit when projecting over public sidewalk.

Location – The sign shall be attached to a building wall and may project a maximum of seven feet (7') from the front of the elevation to which it is attached.

Height/Area – The projecting sign shall meet clearance requirements as described in Section [11-6-305](#). The maximum sign area for such a sign is twenty-five (25) square feet. The area shall be calculated as part of a wall sign.

(~~12~~ 13) Subdivision Residential Development Entrance Signs.

Sign Districts Where Allowed – District G.

Permit Required – A sign permit is required.

Location – Signs shall be set back at least ten feet (10') from any street right-of-way and only in yards adjacent to streets at the entrance of the development. Signs must meet clear view requirements. No more than two (2) entrance signs are allowed per development.

Height/Area – Signs shall have a maximum height of five feet (5') and maximum sign area of twenty-four (24) square feet.

(~~13~~ 14) Wall Signs.

Zoning Districts Where Allowed – Wall signs are permitted in all nonresidential sign districts.

Permit Required – A sign permit is required.

Location – A wall sign shall be located flat against and attached to the wall of a building, painted thereon or designed as an architectural feature thereof. Wall signs may be placed on a vertical wall above and behind a roof, provided it extends no higher than the highest roof line or top of the wall on which the sign is affixed. Signs may be mounted on the lower portion of a mansard roof with a slope exceeding forty-five (45) degrees, provided such signs do not project. No sign is permitted which breaks the silhouette of the building on which it is located.

Height/Area – For height requirements, see Section [11-6-305](#). On the wall or walls fronting the primary street frontage, the sign area shall be limited to the greater of fifteen percent (15%) of the wall or walls or fifty (50) square feet. On all other exterior walls, the sign area

shall be limited to five percent (5%) of the wall. All permanently attached wall signs located on the building shall be included as a part of the wall sign area calculation.

APPENDIX

Pole Sign Table*

Sign Zones	Pole Sign Height	<u>Pylon Sign Height</u>	Area Sq. Ftg.	# of Signs
District A	Not allowed	<u>Not allowed</u>	Not allowed	Not allowed
District B	Not allowed	<u>Not allowed</u>	Not allowed	Not allowed
District C	Not allowed	<u>Not allowed</u>	Not allowed	Not allowed
District D	Not allowed	<u>20'</u>	Not allowed	Not allowed
District E Corridor – Interchange No minimum lot frontage	65'	<u>Not allowed</u>	One square foot of signage for every foot of frontage on a primary frontage street. A maximum sign area of 350 square feet.	One pole sign allowed on each street frontage. A second pole sign is allowed on a street frontage with 600 feet or more of street frontage. Each pole sign must be located 300 feet from any other <u>pole</u> sign. No more than two signs per street frontage.
District F	Not allowed	<u>Not allowed</u>	Not allowed	Not allowed
District G	Not allowed	<u>Not allowed</u>	Not allowed	Not allowed
Schools in Any Sign District	20'	<u>Not allowed</u>	50 square feet	One pole sign allowed on parcels having at least 400 feet of frontage

* See Title [11](#), Chapter 6 for details

Low-Profile Sign Table*

Sign Zones	Height Feet	Area Sq. Ftg.	# of Signs
District A	6' + berm + <u>2' base</u>	48 (+12)	1 or maximum of 2 for over 200' frontage
District B	6' + berm + <u>2' base</u>	48 (+12)	See above
District C	6' + berm + <u>2' base</u>	48 (+12)	See above
District D	6' (9') + berm + <u>2' base</u>	60 (+30)	1 or maximum of 2 for over 300' frontage
District E	6' (9') + berm + <u>2' base</u>	60 (+30)	See above
District F	6' (9') + berm + <u>2' base</u>	60 (+30)	See above
District G	See Title 11 , Chapter 6	See Title 11 , Chapter 6	See Title 11 , Chapter 6

* See Title [11](#), Chapter 6 for details

SECTION 2: This ordinance will become effective one day after publication hereof in the manner required by law.

SECTION 3: The City Recorder shall cause this ordinance or a short summary hereof to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

ADOPTED by the City Council of Springville, Utah, this ___ day of _____, 2015.

Wilford W. Clyde, Mayor

ATTEST:

City Recorder



STAFF REPORT

DATE November 17, 2015

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF WATER CREDIT AGREEMENT BETWEEN
SPRINGVILLE CITY AND PROPERTY RESERVE, INC.**

RECOMMENDED MOTION

Motion to approve a Water Credit Agreement between Springville City and Property Reserve, Inc.

BACKGROUND

Property Reserve, Inc. ("PRI") owns several acres in Springville. PRI is in the process of selling portions of its property its affiliate entity Suburban Land Reserve, Inc. ("SLR"), which will allow SLR to sell or develop the property. Prior to PRI selling property to SLR, PRI wants to tender shares of stock in Springville Irrigation Company to Springville City in return for allowing PRI to use the water as a credit that could be applied towards future development water tendering requirements.

Whenever property is developed in the City, Springville City's Code requires a developer to tender water for future water use of the property being developed. The City's Code requires nonresidential and multi-residential developers to tender water at the time a building permit is issued. The amount of water to be tendered by a nonresidential and multi-residential developer is based upon similar use, or if there is not a similar use that is available to determine the amount of water, the City Engineer will determine water tendering based on fixture capacities. The water required for single-family residential development is equal to the amount of water that is equivalent to the amount of water produced by one share of Springville Irrigation Company per acre developed.

A summary of the a few of the provisions in the proposed Water Credit Agreement are as follows:

- Water Credits. PRI would be allowed to "bank" water credits with the City in the amount of water PRI tenders to the City. The water credit would not expire and could be used in the future

City Council

by PRI or its designee to satisfy on an acre-foot by acre-foot basis, water tendering requirements of the City's Code.

- Conditions of Acceptance. Prior to tendering any water to the City, PRI must notify the City of the water tendering. The City will then have the right to approve accepting the water based upon whether the water is suitable for use in the City's culinary or irrigation systems. Furthermore, the City may condition any acceptance of a water right on the final approval of a change application by the Utah State Engineer. Any required change application shall be prepared and filed by PRI, at its expense.
- Water Credit Ledger. The Agreement contains a water credits ledger attached as Exhibit A.' The ledger shall be maintained by the City and shall reflect the amount of water tendered and credits given towards the tendered water.
- Assignment of Credits. PRI will have the right to assign its credits to affiliates or other developers.

The Water Credit Agreement will allow the City to receive at this time water rights and shares that have historically been used within Springville to be credited towards future development. This should help keep water in Springville and not allow it to be subject to an application to be transferred elsewhere.

FISCAL IMPACT

None.

Attachments: Water Credit Agreement

WATER CREDIT AGREEMENT

THIS WATER CREDIT AGREEMENT (this “Agreement”) is dated as of _____, 2015 (the “Effective Date”), by and between SPRINGVILLE CITY, a municipal corporation of the State of Utah (the “City”), and PROPERTY RESERVE, INC., a Utah corporation (“PRI”).

RECITALS

1. PRI and/or its affiliated entities presently own property within the boundaries of the City, and may in the future acquire additional property within the City, which property may be developed by PRI’s affiliated entities, or others.

2. Under Section 11-6-124 of the City Code, the City requires a landowner, as a condition of development, to convey to the City water rights and/or shares that are equivalent to the water use of the proposed development based upon similar use or fixture studies.

3. On _____, 2015, PRI sold certain real property (the “Property”) to its affiliated entity, Suburban Land Reserve, Inc., a Utah corporation (“SLR”).

4. In satisfaction of its contract with SLR, PRI has caused to be conveyed to the City shares of stock in Springville Irrigation Company (the “Company”). This conveyance was made pursuant to that certain Assignment and Bill of Sale and Acknowledgment (Springville Company Shares), dated as of the date hereof, by and between PRI and the City.

5. At present, each Company share represents the right to use four (4) acre-feet of water for irrigation purposes.

6. PRI desires a credit for any approved water conveyance to the City that exceeds the requirements for the Property.

7. PRI anticipates the future ability to convey, or cause to be conveyed, to the City water rights suitable for use in the City's culinary and/or irrigation water systems, and desires to establish a mechanism and process by which PRI can acquire credits in exchange for such approved conveyances, which credits may be used to satisfy the requirements of Section 11-6-124 of the City Code in connection with the future water needs of PRI or its affiliates or other assigns.

8. The City desires to encourage and facilitate the conveyance of water rights to the City through the establishment of such a water credit system with PRI.

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. PRI RIGHT TO WATER CREDITS. In exchange for approved water rights or water shares from time to time conveyed, or caused to be conveyed, by PRI to the City under this Agreement for use in the City's irrigation and/or culinary water systems, PRI shall have the right to, and is hereby granted, water credits ("Water Credits") representing the quantity of the water represented by the water rights or shares so conveyed to the City. Such Water Credits shall be deemed "banked" with the City, shall never expire, and may be used in the future by PRI or its designee(s) to satisfy in all respects, on an acre-foot by acre-foot basis, the requirements for the delivery of water rights under Section 11-6-124 of the City Code, or successor provisions of the City Code, for irrigation and/or culinary water use, as applicable. For

all purposes of this Agreement, unencumbered shares of stock free of liens and unpaid assessments, dues or fees of any kind in the Company shall be considered “water rights.”

SECTION 2. CONDITIONS OF ACCEPTANCE. (a) Prior to conveying a water right to the City, PRI shall discuss the conveyance with the City. Conveyance of a water right, and the issuance of Water Credits based on such water right, shall be subject to the prior approval of the City; provided, however, that the sole criteria that may be considered by the City is the reasonable suitability of the water for use in the City’s culinary and irrigation systems. The City may consider both the quality of the water and the physical practicality of utilizing the water in the systems and whether the water meets the requirements of the City’s Code. Water from any source that is, at the time the proposed transfer, being used in the City’s systems shall be deemed suitable and acceptable to the City.

(b) The City may condition the acceptance of the water right on final approval of any required change application by the Utah State Engineer, with approval conditions that are reasonably acceptable to the City. If a change application is required, the change application shall be prepared, filed and prosecuted by PRI, at its expense; provided that the City may not protest such change application if the City approved the form and substance of the change application before its filing (which approval shall not be unreasonably withheld or conditioned), and shall reasonably cooperate with PRI in the preparation, filing and prosecution thereof. Water credits shall be granted by the City in the full amount approved by the State Engineer for beneficial use in the City’s water systems.

SECTION 3. WATER CREDIT LEDGER. Attached hereto as Exhibit A is a Water Credits Ledger (“Ledger”) to be used by the parties to account for the granting of Water Credits to PRI, and the application of those Water Credits at PRI’s direction. Contemporaneously with

the conveyance of a water right by PRI to the City, the City shall enter such conveyance and the corresponding grant of Water Credits on the Ledger. Similarly, when PRI either applies a Water Credit to a use in satisfaction of Section 11-6-124 of the City Code, or assigns a credit to a third party, such application or assignment shall be entered by the City on the Ledger. The official version of the Ledger shall be maintained by the City. Each entry shall be initialed by each party. The City shall provide a copy of the Ledger to PRI after each new entry. The City agrees to meet with PRI, at PRI's request, to reconcile any errors or discrepancies reflected in the Ledger.

SECTION 4. INITIAL CREDITS. The City hereby recognizes and accepts [REDACTED] shares of the Company, representing [REDACTED] acre-feet of water suitable for use in the City's irrigation water system, transferred to the City by PRI on the date hereof. The City hereby acknowledges the assignment, by separate instrument, of [REDACTED] acre-feet of Water Credits from PRI to SLR for use on the Property, with Water Credits for PRI remaining after such assignment in the amount of [REDACTED] acre-feet.

SECTION 5. ASSIGNMENT OF CREDITS. PRI may use Water Credits itself, or assign Water Credits to its affiliates or others. If PRI determines to assign one or more Water Credits, it shall do so by completing, signing and delivering to the City an Assignment of Ownership Interest in Water Rights Credit in substantially the form attached hereto as Exhibit B. Upon receipt of such an assignment, the City shall enter the assignment on the Ledger. It shall be the responsibility of the City and the assignee to document and account for such Water Credit following such assignment. No such assignment will be binding on the City until the City receives a copy of the duly-executed assignment.

SECTION 6. ENTIRE AGREEMENT. This Agreement and the Recitals above constitute the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, representations, or agreements of the parties regarding the same.

SECTION 7. FURTHER ACTS. The parties shall perform those acts and/or sign all documents required by this Agreement or which may be reasonably necessary to effectuate the terms of this Agreement.

SECTION 8. NO AGENCY OR PARTNERSHIP. This Agreement does not create any kind of joint venture, partnership, agency, or employment relationship between the parties.

SECTION 9. LEGAL COMPLIANCE. The parties shall comply with all applicable federal, state, and local laws and ordinances in the performance of this Agreement.

SECTION 10. AMENDMENT. This Agreement cannot be amended except by a written instrument signed by the parties.

SECTION 11. SEVERABILITY. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is otherwise unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 12. AUTHORITY. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entity identified.

SECTION 13. GOVERNING LAW. This Agreement shall be interpreted and enforced under the laws of the State of Utah. Venue for any legal action brought on this Agreement shall lie with the Fourth Judicial District Court for Utah County, Utah.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

SPRINGVILLE CITY, a municipal corporation of the State of Utah

By: _____
Its: _____

ATTEST & COUNTERSIGN:

City Recorder

PROPERTY RESERVE, INC., a Utah corporation

By: _____
Its: _____

EXHIBIT A

WATER CREDITS LEDGER

Date	Water Right Number or Number of Shares and Name of Company	Water Credits Granted (acre-feet)	Water Credits Applied or Assigned / Name of Project or Assignee	Total Available Credits	Initials: City / PRI

EXHIBIT B

ASSIGNMENT OF OWNERSHIP INTEREST

IN WATER RIGHTS CREDIT

PROPERTY RESERVE, INC., whose address is 79 South Main Street, Suite 600, Salt Lake City, Utah 84111 (“Assignor”), hereby assigns and transfers to _____, whose address is _____ (“Assignee”), all of Assignor’s right, title, and interest in and to _____ acre-feet of irrigation water credits currently in the name of Assignor and evidenced by that certain Water Credit Agreement (the “Water Credit Agreement), dated _____, 2015, by and between Assignor and Springville City, Utah (the “City”). Upon receipt of this duly-executed instrument, the City shall enter the transfer of water credits on the ledger attached to the Water Credit Agreement, initial the entry, and submit the ledger to Assignor for Assignor to approve and initial.

Assignee hereby accepts this assignment and (a) acknowledges that this assignment is governed by the Water Credit Agreement, and (b) agrees to be bound by (i) the terms and conditions of the Water Credit Agreement as it may be amended from time to time by the parties thereto and (ii) any future changes to the City Code of the City.

DATED this _____ day of _____, 20__.

Assignor:

PROPERTY RESERVE, INC.

By: _____
_____, President

Assignee:

By: _____
_____, President

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On the ____ day of _____, 20__, personally appeared before me _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument as the Assignor, and who acknowledged that he or she executed it.

NOTARY PUBLIC
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STATE OF UTAH)
 §
COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument as the Assignee, and who acknowledged that he or she executed it.

NOTARY PUBLIC
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STAFF REPORT

DATE: November 12, 2015

TO: The Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A DEVELOPMENT AGREEMENT BETWEEN SMITH'S FOOD AND DRUG CENTERS, INC. AND SPRINGVILLE CITY.

RECOMMENDATION

Motion to Approve a development agreement between Smith's Food and Drug Centers, Inc. and Springville City.

BACKGROUND:

Smith's Food and Drug Centers, Inc. is in the process of developing property located at approximately 950 West 400 South in Springville. As part of the Smith's development, Smith's will be installing public improvements to serve the Smith's development and Springville City.

The proposed development agreement addresses several issues involved with the installation of the public improvements in the Smith's development, including but not limited to:

- Plans, Permits and Approvals
- Manner of Performance
- Off-site Work and Fees
- Dedication of Public Improvements
- Improvement Completion Assurance and Warranty
- Reimbursement Costs
- Water Shares
- General Provisions

At the time this report was drafted, some of the reimbursement costs were still being determined and are not in the attached proposed development agreement.

ALTERNATIVES:

Do not approve the development agreement.

FISCAL IMPACT:

The City will be required to reimburse of infrastructure that is part of the impact fee facilities plan for streets and other public improvements that benefit the City.

Attachments: Proposed Development Agreement

CITY COUNCIL AGENDA

DRAFT

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into as of this ____ day of _____, 2015, by and between Smith’s Food & Drug Centers, Inc., an Ohio corporation (“Developer”), having a notice address of 1550 South Redwood Road, Salt Lake City, Utah 84104, Attn: Steven M. Sorensen, and SPRINGVILLE CITY, a municipality of the State of Utah (“City”), having a notice address of 110 South Main, Springville, Utah 84663, Attn: Mayor of Springville City.

RECITALS

- A.** Developer owns the real property described on Exhibit A (the “Property”), a portion of which Developer intends to develop as a Smith’s Marketplace. The Property is generally depicted on the Smith’s Plat, which has previously been approved by City and is attached hereto as Exhibit B (the “Subdivision Plat”);
- B.** Concurrently with the Project (as that term is defined below), City desires to acquire a right-of-way and have constructed a master planned public roadway on a portion of 1200 West;
- C.** Developer desires to construct and install certain facilities, infrastructure and improvements on and about the Property (collectively, the “Public Improvements”), including without limitation, water lines, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Property and its intended development (the “Project”), and to ultimately dedicate the Public Improvements, including the 1200 West Improvements (as defined in Section 5.A. below) to City;
- D.** Developer is willing to design and develop the Property in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of City’s general plan, zoning and development regulations, as more fully set forth below. The Project consists of one phase in the form, design, and plan set forth on the Subdivision Plat;
- E.** City, acting pursuant to its authority under Utah Code Annotated, §10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement; and
- F.** The purpose of this Agreement is to memorialize certain agreements and understandings in relation to the foregoing and the installation, construction and operation of the Public Improvements, all under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated as a part of this Agreement by this reference, and the mutual covenants, conditions and terms as more fully set forth below, Developer and the City agree as follows:

TERMS

- Plans, Permits and Approvals; Impact Fees.**

A. Plans; Revised Plans. Developer has prepared detailed construction plans, drawings and specifications (collectively, the “Construction Plans”) for the Public Improvements for the Project, which Construction Plans have been approved by City and are incorporated herein by this reference.

B. Permits and Approvals. Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like (collectively, the “Approvals”) for performance of the Project. City agrees to act expeditiously and in good faith in granting the Approvals. Any Approvals or permits to be issued by the City shall not be unreasonably withheld, conditioned or delayed. Developer acknowledges that a building permit for the Smith’s Marketplace facility will only be issued by City after the building plans submitted are approved by City’s building official and required fees paid. The construction of the Smith’s Marketplace facility and any other buildings that are constructed prior to the completion of all of the Public Improvements may be done in accordance with Section 2D.

C. Restrictions on Certificates of Occupancy. No permanent Certificate of Occupancy shall be issued by the City for any building within the Smith’s Subdivision unless all Public Improvements are installed in accordance with the City Code, the Construction Plans, the City’s Standards and Specifications, and all other applicable laws and requirements.

D. Impact Fees. Developer agrees to pay any “Impact Fees” in accordance with the applicable City requirements.

E. Documents. Developer agrees to provide City with a copy of the as-constructed record drawings relating to the 1200 West Improvements, as reasonably requested by City.

2. Manner of Performance.

A. Compliance with Plans and Laws; Exception for Street Trees. Developer shall pursue the completion of the Public Improvements (the “Work”) (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the Construction Plans, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code (the “City Code”), rules, regulations, and official policies of the City governing the use, density and intensity of the uses of land within City, and the design, improvement, and public works construction standards and specifications applicable to the development of land within City. As part of the Project, Developer intends to construct a Smith’s Marketplace on the Property; however, nothing contained herein shall be deemed to create an obligation to construct or operate any store or business on the Property.

B. Street Trees. Developer agrees to provide street trees in accordance with the approved landscaping plan. In lieu of Developer installing, maintaining and providing a warranty on the trees, Developer desires to pay \$315.00 per street tree shown on the approved landscape plan. Upon payment, City will be responsible to purchase, install and maintain street trees for the first two years after planting. Street trees will be planted during the appropriate planting season after the completion of the Project.

C. Materials and Labor. Developer will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the Project as described herein, excluding primary power infrastructure, which is to be provided by City.

D. Construction of Buildings. Prior to the installation and approval of the Public Improvements, Developer may start constructing Smith’s Marketplace and any other buildings pursuant to issued building

permits and Section 14-5-101 of the City Code. In compliance with Section 14-5-101 of the City Code, in order to construct any buildings prior to the completion of the Public Improvements, Developer must do the following:

- a. either maintain single ownership of the Smith's Subdivision or if a lot is sold within the subdivision prior to the completion of the Public Improvements:
 - i. City must be notified at least 30 days prior to the date the lot is sold, and
 - ii. Developer's improvement completion assurance and 10% warranty posted in accordance with Sections 14-5-201, et seq., of the Springville City Code to cover all Public Improvements within the Smith's Subdivision, including the sold lot, must stay in full force and effect for the sold lot;
- b. at all times maintain appropriate fire and emergency access, as approved by City;
- c. install all water line systems and hydrants necessary for fire suppression prior to any combustible building construction; and
- d. follow the timeline to install and protect the Public Improvements that is attached as Exhibit "F." The attached timeline, ensures that all heavy equipment will not travel on or across any street within the Project, except when:
 - i. the heavy equipment is being used to construct the Public Improvements,
 - ii. the heavy equipment is only traveling along approved designated routes within the streets, as approved by City,
 - iii. the pavement is installed, or
 - iv. road base is filled to top of lip of gutter with sufficient elevation to accommodate street surface drainage.

In the event that Developer does not meet the above conditions, the parties agree and acknowledge that all construction pursuant to any issued building permit within the subdivision may be "red-tagged" and suspended until Developer comes into compliance with all of the listed conditions.

E. Improvement Completion Assurance. Developer shall complete all Public Improvements, as more particularly described on the Construction Plans, prior to Developer receiving a temporary certificate of occupancy from City. In accordance with Sections 14-5-201, et seq., Developer shall post an improvement completion assurance to guarantee the installation of the Public Improvements, and the parties agree that the amounts the City is holding under Section 5 until all the Public Improvements are installed shall act as the improvement completion assurance. Should Developer desire to obtain a temporary certificate of occupancy prior to the completion of all Public Improvements, Developer:

- a. must have completely installed all improvements necessary to meet life-safety standards as determined by the City's Engineer and Building Official; and
- b. shall deposit a cash deposit, surety bond, letter of credit or other similar security that is acceptable to the City's Administrator for the benefit of the City ("Security"). The amount of the Security shall be an amount equal to one hundred percent (100%) of the costs of the Public Improvements not yet constructed, installed or conditionally accepted by City, plus ten percent (10%).

F. Improvement Warranty. Prior to City's acceptance of the Public Improvements, Developer shall execute an improvement warranty for the one (1) year improvement warranty period. If Developer has

received temporary occupancy, completed all Public Improvements and posted 10% of the amount of the Public Improvements, the 10% amount shall be held for the duration of the one (1) year warranty period as a guarantee that all improvements are installed and inspected to City specifications, and that all defects are corrected by Developer and approved by City prior to final acceptance by City following the one (1) year warranty period.

G. Timing of Project Work. From the date the Subdivision Plat is recorded with the Utah County Recorder's Office, Developer shall have one (1) year to complete the Public Improvements. In the event that Developer is unable to complete the Public Improvements within one (1) year, Developer may, prior to the expiration of the initial one (1) year period, request an extension of time up to one (1) additional year to install the Public Improvements in accordance with Section 14-5-101 of the City Code.

H. Insurance. Developer agrees that its Contractor shall obtain and maintain general public liability insurance and property damage insurance with City named as an additional insured, at the rate of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate during construction of the Project. So long as Developer or its parent company maintains a net worth of at least One Hundred Million Dollars (\$100,000,000.00), Developer may satisfy its insurance obligations through a program of self-insurance.

I. Inspections. Developer shall ensure that all inspections necessary under the City Code are timely requested. Developer understands and agrees that failure to request a proper inspection may result in the removal of Improvements at the sole cost and expense of Developer. City shall perform inspections as soon as possible and otherwise in good faith following the applicable request in accordance with the City Code.

3. Off-site Work and Additional Fees and Costs.

A. Line Extension. The parties understand that certain off-site improvements to extend City utilities infrastructure ("Utility Line Extensions") may be needed in order for Developer to commence Work and/or complete the Project and that Developer desires to commence the Project prior to the time City would otherwise install these improvements. Therefore, Developer agrees to install the Utility Line Extensions to the Property in accordance with pertinent plans and City inspection and approval. City shall reimburse Developer for the agreed upon construction costs of the Utility Line Extensions and Developer will dedicate these utility improvements to City (in relation to the Project) after completion of the same. City agrees to accept such dedication upon completion of the Utility Line Extensions.

B. Recording Fees. City agrees to pay recording fees of \$_____ for recordation of the Subdivision Plat in the Office of the Utah County Recorder's Office. It is anticipated that additional recording fees in relation to the Project, which will be the responsibility of City, will be thirty dollars (\$30.00) per Vellum and an additional One Dollar (\$1.00) per lot within the Project.

4. Ownership of Improvements; Acceptance and Dedication. Developer shall retain ownership of Public Improvements constructed for the Project and shall remain solely responsible for all necessary maintenance, repairs and replacements of the Public Improvements prior to conditional acceptance thereof by City. Developer agrees that no connections to the Public Improvements shall occur before City accepts the same, as contemplated herein. City agrees to accept dedication of the Public Improvements upon completion thereof by Developer substantially in accordance with the Plans, the Approvals, and all applicable Land Regulations. Upon such final acceptance by City, (i) Developer shall assign and convey to City all of Developer's right, title and interest in the Improvements in writing (or shall be deemed to have done so by this writing), (ii) Developer shall have no further interest in the Improvements beyond that

inuring to the public in general, and (iii) City shall maintain and operate the Public Improvements as part of its public systems.

5. Reimbursable Costs.

A. 1200 West Street Improvements. Developer agrees to install a portion of 1200 West Street Improvements and related utilities as part of the Public Improvements, as shown on the Construction Plans (“1200 West Improvements”). It is further agreed that the reimbursement funds will be used to guarantee the Public Improvements until such time that the Work is completed, the subsequent 12 month warranty has expired and the City finally accepts the Public Improvements. The portions of 1200 West to be installed by Developer shall be reimbursed in accordance with the cost estimate of City’s engineer set forth on Exhibit D. The parties anticipate that the cost of Developer installing the 1200 West Improvements and dedicating it to City will be _____ dollars (\$_____). The parties acknowledge that the actual cost of the 1200 West Improvements may be more or less than this estimate.

a. Manner of Reimbursement. Developer shall be reimbursed for the 1200 West Street Improvements (as set forth above) in the amount of \$_____ to be paid by City to the Developer within thirty (30) days after the warranty period and the City’s final acceptance of the Public Improvements.

b. Delay in Performance; No Reimbursement. If Developer fails to complete the 1200 West Street Improvements in accordance with the timing contemplated in Section 2(G) above (through no responsibility or fault of City), and fails to request an extension of this Agreement prior to such failure, City shall be relieved of its obligation to make the reimbursement payments contemplated in this Section 5.

B. Public Improvements. In addition to 1200 West Street Improvements, Developer will install certain facilities, infrastructure and improvements, including, but not limited to, primary electrical & service, land drain relocations, water, sewer, storm drain, sidewalk and pressure irrigation improvements. Developer’s cost for installing the improvements is approximately \$_____. The parties agree that City shall be responsible for a portion of the improvements being installed by Developer. Within thirty (30) days of City conditionally accepting all of the Public Improvements installed by Developer, City shall pay Developer \$_____ for its portion of the costs associated with this portion of the Public Improvements.

6. Water Shares. Developer shall tender water shares as required by the City Code prior to City issuing a building permit. The parties anticipate that Developer’s requirement to tender water shares will be satisfied by the prior owner of the Property tendering the required shares.

7. Notices. Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (e.g. FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 7.

8. Indemnity. Developer agrees to indemnify, release and defend with Counsel of City’s choice, and hold City, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys’ fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Developer or Developer’s agents, (ii) any negligent or defective construction of any part of the Public Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Public Improvements by City, and (iii) liens or claims on the Public Improvements by any persons

providing materials and/or services related to such Public Improvements on behalf of or at the request of Developer. Notwithstanding anything contained in this Section 8, Developer shall not be responsible for any claims, damages, expenses or injuries arising from or relating to the negligent or willful acts or omissions of City, its employees, representatives, contractors or agents.

9. Authority and Authorization. Developer hereby represents and warrants to City that the execution and delivery of this Agreement by Developer and the performance of the terms hereof by Developer, have been duly authorized through proper entity action, and upon full execution hereof, this Agreement will be binding on and enforceable against Developer. City hereby represents and warrants to Developer that the execution and delivery of this Agreement on the part of City by its Mayor and the performance of the terms hereof by City, have been duly authorized by the governing body of City and, upon full execution hereof, this Agreement will be binding on and enforceable against City.

10. Future Action. Nothing in the Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Developer's performance of its obligations hereunder, Developer shall have the vested right to develop the Project and no such future exercise of the police power will disparately impact Developer in relation to the general public and/or other developers of commercial property in City or materially alter the terms of this Agreement to the detriment of Developer.

11. Miscellaneous. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld. This Agreement (including the Exhibits) contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event either party hereto commences legal action against the other to enforce its rights hereunder, the prevailing party in such legal action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action. Should any part of this Agreement be declared invalid or unenforceable, the remaining part of the Agreement shall remain valid and enforceable. This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.

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

CITY:

SPRINGVILLE CITY

By: _____
Wilford Clyde, Mayor

Attest:

CITY RECORDER

DEVELOPER:

SMITH'S FOOD & DRUG CENTERS, INC.

By: _____

Name: _____

Its: _____

EXHIBITS TO BE ATTACHED

- Exhibit A: Legal Description of Property
- Exhibit B: Subdivision Plat
- Exhibit C: Cost Estimate for Project
- Exhibit D: Reimbursable Improvements
- Exhibit E: Electrical Extension Fee
- Exhibit F: Timeline and Map for Improvement Installation



STAFF REPORT

DATE: November 12, 2015

TO: The Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF APPROVING A REVISED NEBO SCHOOL DISTRICT & SPRINGVILLE CITY MASTER FACILITY USE INTERLOCAL COOPERATION AGREEMENT.

RECOMMENDATION

Motion to Approve the execution of a revised Nebo School District & Springville City Master Facility Use Interlocal Cooperation Agreement.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

One of the Springville City General Plan Goals is - To invest in the acquisition, preservation, maintenance, and enhancement of parks, facilities, and open spaces to provide a wide range of opportunities and healthy experiences.

Objective 6 – To provide recreation that creates lasting memories, provides diverse opportunities, builds unity, and provides safe and fun experiences for all age abilities and interest.

Springville City recreation carries out its programs at the City-owned parks, pool and senior center, along with Nebo School District facilities located in the City. The Facility Use Interlocal Agreement between the District and the City allows the City to utilize District facilities for its recreation programs. This is essential for such programs as basketball and volleyball.

BACKGROUND:

For several years, the City and Nebo School District have worked together under the Facility Use Interlocal Cooperation Agreement wherein both entities utilize each other's facilities for recreational programs and special events. Recently, the School District has asked that the City approve a revised facility use agreement. The revised agreement changes one item: adjusts the facility use exhibits to show the actual use of District and City facilities.

In general, the Facility Use Interlocal Agreement was established to provide the procedure for which the District and City schedule each other's facilities, repair damages caused by facility

use, and maintain an equal balance of use and costs between the two entities' facilities. In order to meet these objectives, the Agreement does the following:

1. Establishes the Joint Governance Committee that consists of Nebo Schools District's Coordinator of School Services, Operations Director, and Legal Counsel and the City's Buildings and Grounds Director, Recreation Director, and Attorney. The Joint Governance Committee meets as necessary to discuss and establish facility use guidelines, scheduling procedures, supervision and security, custodial duties, and expenses. If there is any deadlock in this Committee, the District's Superintendent and City Administrator will mutually cast final votes to break the deadlock.
2. Establishes scheduling procedures that prioritizes the use of facilities so that each entity has first priority to use their own facilities and then to use each other's facilities before opening up facility use to third parties.
3. Provides that each party is responsible for the damages each party causes to the other party's facilities.
4. Provides that each party is responsible for the security of the facility it uses.
5. Contains Exhibit "A" and Exhibit "B," which exhibits describes the facility use of each entity and other considerations each entity provides.

To date, the Facility Use Interlocal Agreement has worked well. The Joint Governance Committee has typically met each year prior to the start of school or as issues have arisen. The Committee has been able to work through the issues to make sure the facility needs of both the District and the City are being met.

ALTERNATIVES:

Renegotiate another agreement for facility use with the District.

FISCAL IMPACT:

Besides providing facility use to the District, the City provides several other services to the District. A full list of those services are found at the end of Exhibit "A" and includes, but is not limited to, absorbing the District's water fees for High School and Junior High School fields, mowing and grooming several District fields, providing and paying for SHS football field maintenance, providing labor for Hershey Track Meet, and providing police services for District events.

Attachments: Draft of the revised Facility Use Interlocal Agreement.

NEBO SCHOOL DISTRICT & SPRINGVILLE CITY
MASTER FACILITY USE
INTERLOCAL COOPERATION AGREEMENT

THIS NEBO SCHOOL DISTRICT & SPRINGVILLE CITY - MASTER FACILITY USE INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT ("School District"), a political subdivision of the State of Utah, of 350 South Main, Spanish Fork, Utah, 84660, and SPRINGVILLE CITY ("City"), a political subdivision of the State of Utah, of 110 South Main, Springville, Utah, 84663.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, the School District and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in the shared use of the School District's Facilities and the City's Facilities located in or about Springville, Utah, in conjunction with the School District's classes, programs, activities, and events; and the City's classes, programs, activities, and events, as described herein;

WHEREAS, the governing bodies of the School District and the City have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

WHEREAS, this Agreement shall replace and supersede the Nebo School District & Springville City - Master Facility Use Interlocal Cooperation Agreement approved and executed in November of 2012 by the School District and the City.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

SECTION ONE
EFFECTIVE DATE AND DURATION

This Agreement shall be effective on the date it is signed by the parties, and shall continue for a period of up to fifty (50) years, unless sooner terminated as provided herein.

SECTION TWO
ADMINISTRATIVE ENTITY

The School District and City do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. However, the parties agree to establish a six (6) member Joint Governance Committee (the "Committee") comprised of the following individuals: (a) the Nebo School District Coordinator of School Services, or his/her designee; (b) the Nebo School District Operations Director, or his/her designee; (c) the Nebo School District Legal Counsel, or his/her designee; (d) the Springville City Buildings and Grounds Director, or his/her designee; (e) the Springville City Recreation Director, or his/her designee; and (f) the Springville City Attorney, or his/her designee. The Nebo School District Coordinator of School Services, or his/her designee, and the Springville City Recreation Director, or his/her designee, shall be the co-chairs of the Committee. This Committee shall meet as necessary and

shall, in addition to any other duties and responsibilities set forth in this Agreement, establish usage guidelines and rules, scheduling procedures, supervision and security, custodial duties, and payment of expenses associated with the Facilities, as described herein, subject to the terms and conditions of this Agreement. Governance of the Committee shall be by majority rule. In the event of a deadlock when there is an even division among the members of the Committee with respect to a matter concerning this Agreement, and the Committee members are unable to break the deadlock, the Superintendent of the School District and the City Administrator shall mutually cast a final vote to break the deadlock.

SECTION THREE **PURPOSE**

This Agreement is established for the purpose of sharing the use and maintaining the School District's Facilities and the City's Facilities located in or about Springville, Utah, in conjunction with the School District's classes, programs, athletic teams, activities, and events, including community school classes and programs; and the City's classes, programs, activities, and events, including city recreation teams and programs, and to set forth the respective duties and responsibilities of the School District and the City in conjunction therewith. Exhibit "A" attached hereto contains a list of the various School District Facilities along with the authorized uses, responsibilities, services and considerations of the City. Exhibit "B" attached hereto contains a list of the various City Facilities along with the authorized uses, responsibilities, services and considerations of the School District.

SECTION FOUR **USE AND SCHEDULING OF FACILITIES**

A. School District Facilities: The School District shall have the exclusive use of its buildings, properties, and facilities (the "School District Facilities") during school hours and during school related classes, programs, athletic teams, activities, and events, including community school classes and programs. At other times when the School District Facilities are not being used by the School District, the School District may schedule the use of the School District Facilities for appropriate City classes, programs, activities, and events, including city recreation teams and programs. The City acknowledges and agrees that the School District may allow other individuals and entities to generally schedule up to six (6) months in advance for use of the School District Facilities in accordance with Nebo School District's School Facility Use Policy #KA. The specific City classes, programs, activities, and events shall be pre-approved by the Committee to assure that such activities are proper and compatible with the School District Facilities, and in compliance with applicable School District policies, procedures, and directives. All scheduling and access arrangements for the use of the School District Facilities shall be coordinated through the respective school principals or assistant principals. The City may schedule dates and times for the use of the School District Facilities up to one (1) year in advance by using a School District form requesting use of School District Facilities. To the extent legally and reasonably possible, the School District shall give the City second priority in scheduling the use of the School District Facilities (subsequent to the School District who has first priority). However, as with any scheduling of the School District Facilities, whether by the City or other individuals or entities, school related classes, programs, activities, and events will take precedence. Emergency or unforeseen circumstances that require the use of the School District Facilities by the School District, as determined to be in the best interests of the School District, will take precedence over any prior scheduling by the City or any other individuals or entities. In the event the City disagrees with the School District's determination that there is an "emergency or unforeseen circumstance" which has taken precedence over the City's prior scheduled use of the School District Facilities, the City shall attempt to resolve the issue with the School District at the lowest level possible beginning with the school principal and continuing up to the Superintendent of the School District. Use of the School District Facilities by the City shall be in accordance with all the terms, conditions, rules, and regulations set forth in Nebo School District's School Facility Use Policy #KA, which policy is incorporated fully herein and made a part of this Agreement. The City's use of the School District Facilities shall also be in accordance with the reasonable rules, regulations, and directions

imposed by the school administrators and/or custodians. Upon giving reasonable prior notice to the City, the School District may prohibit the use of any of its Facilities in the event the Facility is in need of maintenance, repair, or restoration; the physical condition of the Facility is unsafe for the intended activity(ies); or for any other reason relating to the condition of the Facility deemed to be in the best interests of the School District as determined in its sole and absolute discretion. In consideration of the services and expenditures provided by the City for the use of the School District Facilities as set forth in Exhibit "A" hereto, there will be no rent charged for the City's use of the School District Facilities. However, the City shall be responsible to pay any and all costs for the employment of school personnel, such as supervisors, custodians, technicians, and food service workers. The City shall be entitled to use the School District Facilities subject to the following conditions:

1. The City shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations.
2. The City shall not commit or suffer to be committed any destruction or damage, beyond reasonable wear and tear.
3. The City shall not commit or suffer to be committed any public or private nuisance.
4. The City shall maintain the School District Facilities in a reasonably clean and safe condition.

B. City Facilities: The City shall have the exclusive use of its buildings, properties, and facilities (the "City Facilities") for city related classes, programs, activities, and events, including city recreation teams and programs. At other times when the City Facilities are not being used by the City, the City may schedule the use of the City Facilities for appropriate School District classes, programs, athletic teams, activities, and events, including community school classes and programs. The School District acknowledges and agrees that the City may allow other individuals and entities to generally schedule up to six (6) months in advance for use of the City Facilities in accordance with its policies and procedures. The specific School District classes, programs, athletic teams, activities, and events shall be pre-approved by the Committee to assure that such activities are proper and compatible with the City Facilities, and in compliance with applicable City policies, procedures, and directives. All scheduling and access arrangements for the use of the City Facilities shall be coordinated through the respective City department directors, the City Recreation Director, the City Buildings and Grounds Director, or the Art Museum Director. The School District may schedule dates and times for the use of the City Facilities up to one (1) year in advance by using a City form requesting use of City Facilities. To the extent legally and reasonably possible, the City shall give the School District second priority in scheduling the use of the City Facilities (subsequent to the City who has first priority). However, as with any scheduling of the City Facilities, whether by the School District or other individuals or entities, city related programs, activities, and events will take precedence. Emergency or unforeseen circumstances that require the use of the City Facilities by the City, as determined to be in the best interests of the City, will take precedence over any prior scheduling by the School District or any other individuals or entities. In the event the School District disagrees with the City's determination that there is an "emergency or unforeseen circumstance" which has taken precedence over the School District's prior scheduled use of the City Facilities, the School District shall attempt to resolve the issue with the City at the lowest level possible beginning with the Springville City Recreation Director and continuing up to the City Administrator. Use of the City Facilities by the School District shall be in accordance with all the terms, conditions, rules, and regulations set forth in City's Facility Use Policy, which policy is incorporated fully herein and made a part of this Agreement. The School District's use of the City Facilities shall also be in accordance with the reasonable rules, regulations, and directions imposed by City supervisors. Upon giving reasonable prior notice to the School District, the City may prohibit the use of any of its Facilities in the event the Facility is in need of maintenance, repair, or restoration; the physical condition of the Facility is unsafe for the intended activity(ies); or for any other reason relating to the condition of the Facility deemed to be

in the best interests of the City as determined in its sole and absolute discretion. In consideration of the services and expenditures provided by the School District for the use of the City Facilities as set forth in Exhibit "B" hereto, there will be no rent charged for the School District's use of the City Facilities. However, the School District shall be responsible to pay any and all costs for the employment of City personnel, such as supervisors, custodians, and technicians. The School District shall be entitled to use the City Facilities subject to the following conditions:

1. The School District shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations.
2. The School District shall not commit or suffer to be committed any destruction or damage, beyond reasonable wear and tear.
3. The School District shall not commit or suffer to be committed any public or private nuisance.
4. The School District shall maintain the City Facilities in a reasonably clean and safe condition.

SECTION FIVE **MANNER OF FINANCING**

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall follow any applicable rules and regulations adopted by the Committee.

SECTION SIX **CUSTODIAL & MAINTENANCE SERVICES**

A. School District Facilities: The School District shall be responsible to hire and pay for all custodial and maintenance services associated with the operation, maintenance, and repair of the School District Facilities. In addition, the City shall, as necessary and appropriate, provide and pay for custodial and maintenance services as a result of the City's use of the School District Facilities. In the event a City activity or event creates an extraordinary or excessive amount of Facility clean-up which then causes the School District to incur additional custodial and maintenance costs above and beyond normal duties, the City agrees to be responsible to reimburse the School District for said custodial and maintenance costs which are incurred as a direct result of the City's use of the School District Facilities. Such additional custodial and maintenance costs shall be mutually determined by the City Recreation Director or his/her designee and the School District Coordinator of Operations or his/her designee. In the event the foregoing individuals are unable to mutually agree upon the additional custodial and maintenance costs, the matter shall be presented to the Committee for a decision in accordance with the procedures set forth in Section Two of this Agreement. Any such reimbursement shall be due and payable by the City to the School District within thirty (30) days following receipt of a written invoice therefore.

B. City Facilities: The City shall be responsible to hire and pay for all custodial and maintenance services associated with the operation, maintenance, and repair of the City Facilities. In addition, the School District shall, as necessary and appropriate, provide and pay for custodial and maintenance services as a result of the School District's use of the City Facilities. In the event a School District activity or event creates an extraordinary or excessive amount of Facility clean-up which then causes the City to incur additional custodial and maintenance costs above and beyond normal duties, the School District agrees to be responsible to reimburse the City for said custodial and maintenance costs which are incurred as a direct result of the School District's use of the City Facilities. Such additional custodial and maintenance costs shall be mutually determined by the City Recreation Director or his/her designee and

the School District Coordinator of Operations or his/her designee. In the event the foregoing individuals are unable to mutually agree upon the additional custodial and maintenance costs, the matter shall be presented to the Committee for a decision in accordance with the procedures set forth in Section Two of this Agreement. Any such reimbursement shall be due and payable by the School District to the City within thirty (30) days following receipt of a written invoice therefore.

SECTION SEVEN
SUPERVISION AND SECURITY

A. School District Facilities: The City shall be responsible to provide and pay for all necessary and appropriate supervision and security during the City's use of the School District Facilities. The persons responsible for such supervision and security shall have undergone and been cleared through a criminal history check by the Utah Bureau of Criminal Identification or other equivalent service.

In the event the School District has any concerns with a specific City supervisor, the School District shall discuss and attempt to resolve said concerns with the City. In the event the concerns cannot be adequately resolved, the School District may request the City to replace the individual with another City supervisor.

B. City Facilities: The School District shall be responsible to provide and pay for all necessary and appropriate supervision and security during the School District's use of the City Facilities. The persons responsible for such supervision and security shall have undergone and been cleared through a criminal history check by the Utah Bureau of Criminal Identification or other equivalent service.

In the event the City has any concerns with a specific School District supervisor, the City shall discuss and attempt to resolve said concerns with the School District. In the event the concerns cannot be adequately resolved, the City may request the School District to replace the individual with another School District supervisor.

SECTION EIGHT
PERSONAL PROPERTY

Each party shall be responsible to provide its own athletic equipment and other personal property (herein referred to as "Personal Property") to be used in conjunction with the use of the other party's Facilities. Each party shall be the owner of its respective items of Personal Property. Each party shall be responsible for any loss, damage, or destruction incurred to its respective items of Personal Property, and to maintain insurance on the same. Unless otherwise authorized in writing by the other party, no Personal Property owned by one party may be left or stored at the other party's Facilities, and in the event such Personal Property is left or stored at the other party's Facilities, the parties hereby acknowledge and agree that the other party shall not be liable for any loss or damage to said Personal Property from whatever cause. The parties further acknowledge and agree that there may be items of Personal Property (i.e., wrestling mats, volleyball nets, etc.) that are jointly owned by the School District and the City. Such jointly owned Personal Property may be used by both parties, and both parties are jointly responsible for its care, maintenance, and repair. In addition, there may be items of Personal Property that are inherently connected with the use of a party's particular facility for which the other party may be authorized to use in connection therewith.

SECTION NINE
ADMINISTRATION OF AGREEMENT

Pursuant to Utah Code Annotated, Section 11-13-101, et seq., the parties hereby agree that the Joint Governance Committee, as set forth in Section Two above, shall be responsible for administering

this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the School District or the City.

SECTION TEN
FILING OF AGREEMENT

A copy of this Nebo School District & Springville City - Master Facility Use Interlocal Cooperation Agreement shall be placed on file in the Office of the City Recorder of the City and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

SECTION ELEVEN
INSURANCE

A. City Insurance: The City shall procure and maintain in force at its expense during the term of this Agreement public liability insurance providing insurance coverage for the City’s use of the School District Facilities. Such insurance shall provide for such coverages, protections, insurable amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the Utah Risk Management Mutual Association (“URMMA”).

B. School District Insurance: The School District shall procure and maintain in force at its expense during the term of this Agreement public liability insurance providing insurance coverage for the School District’s use of the City Facilities. Such insurance shall provide for such coverages, protections, insurable amounts, etc. which would be standard and reasonable for the uses contemplated hereunder, and which are available through the State of Utah Risk Management (“State Risk Management”).

C. Property Insurance: Each party shall procure and maintain in force at its expense during the term of this Agreement property insurance for each party’s Facilities.

SECTION TWELVE
NOTICE OF DEFAULT; CORRECTIVE ACTION

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

SECTION THIRTEEN
RIGHTS AND REMEDIES

In the event of any breach hereunder and after the lapse of the cure period as per Section Twelve above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

SECTION FOURTEEN
LIABILITY FOR INJURY, LOSS, OR DAMAGE TO PERSONS OR PERSONAL PROPERTY

A. City Use: The City shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, defend, indemnify, and hold harmless the School District for any death, personal injury, loss,

or damage to persons or personal property (hereinafter “losses”) arising out of the City’s use of the School District Facilities, except for losses arising out of the sole negligence of the School District.

B. School District Use: The School District shall, subject to the limits and caps set forth in the Governmental Immunity Act of Utah, defend, indemnify, and hold harmless the City for any death personal injury, loss, or damage to persons or personal property (hereinafter “losses”) arising out of the School District’s use of the City Facilities, except for losses arising out of the sole negligence of the City.

SECTION FIFTEEN
DAMAGE OR DESTRUCTION TO FACILITIES

A. City Use: If the School District Facilities are damaged or destroyed as a result of the use thereof by the City, repair or replacement costs up to Ten Thousand Dollars (\$10,000) will be determined and payable by the City as specified in the Joint Governance Committee guidelines and rules to be developed as stated in Section Two of this Agreement. Responsibility for and payment of damages or costs rising above that amount will be determined and payable through normal dispute resolution procedures, including, but not limited to, mediation, arbitration, or lawsuits, dependent upon the fault of the parties or others, subject to subrogation principles.

B. School District Use: If the City Facilities are damaged or destroyed as a result of the use thereof by the School District, repair or replacement costs up to Ten Thousand Dollars (\$10,000) will be determined and payable by the School District as specified in the Joint Governance Committee guidelines and rules to be developed as stated in Section Two of this Agreement. Responsibility for and payment of damages or costs rising above that amount will be determined and payable through normal dispute resolution procedures, including, but not limited to, mediation, arbitration, or lawsuits, dependent upon the fault of the parties or others, subject to subrogation principles.

SECTION SIXTEEN
GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

SECTION SEVENTEEN
COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party’s costs (including, but not limited to, court fees and expert witness costs) and attorneys’ fees associated with the enforcement of this Agreement.

SECTION EIGHTEEN
NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the City, notice shall be mailed to the attention of the City Administrator at the above address. Either party may notify the other to designate a different address for mailing.

SECTION NINETEEN
ANNUAL REVIEW

The Committee set forth in Section Two shall meet at least annually to review this Agreement. The Committee shall specifically review and assess the usage of the School District Facilities and the City Facilities and the considerations given in exchange therefore as set forth in Exhibits “A” and “B” hereto. The objective of the Committee during their annual review is to make any necessary revisions or amendments to Exhibits “A” and “B” of this Agreement in order to achieve an acceptable level of “fundamental fairness” between the parties for the use of their respective Facilities.

SECTION TWENTY
TERMINATION

Either party may terminate this Agreement at any time and for any or no reason by giving the other party at least one (1) year prior written notice of the same.

SECTION TWENTY-ONE
ACCEPTANCE OF FACILITY CONDITION

A. City Acceptance: The City agrees to use the School District Facilities in their “AS IS” condition. If repairs or maintenance are necessary or desirable, the City may request the School District to make such repairs and maintenance, but the School District is not under any obligation to do so. If the City makes repairs or conducts maintenance it shall be at its own cost.

B. School District Acceptance: The School District agrees to use the City Facilities in their “AS IS” condition. If repairs or maintenance are necessary or desirable, the School District may request the City to make such repairs and maintenance, but the City is not under any obligation to do so. If the School District makes repairs or conducts maintenance it shall be at its own cost.

SECTION TWENTY-TWO
GENERAL PROVISIONS

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

F. Exhibits. The following Exhibits attached hereto, and any Exhibits subsequently attached hereto from time to time, shall be considered to be binding upon all parties.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

H. Gender and Number. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

I. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

J. No Partnership, Joint Venture, or Third Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

K. No Waiver of Governmental Immunity. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act of Utah.

L. Effect on Previous Contracts and Interlocal Cooperation Agreements. This Agreement shall not supersede any previous Contracts and/or Interlocal Cooperation Agreements entered into between the School District and the City regarding the shared use of School District Facilities or City Facilities. This Agreement shall have the effect of supplementing and clarifying the parties' respective roles, duties, and responsibilities in relation to each other with the shared use of School District Facilities and City Facilities that may be specifically addressed in previous Contracts and/or Interlocal Cooperation Agreements. The parties hereby acknowledge and agree that the following Contracts and/or Interlocal Agreements are currently in effect as of the date of this Agreement which concern the Facilities of the School District and the City:

1. Interlocal Agreement - Parking Lot & Driving Range at Spring Acres Arts Park, dated August 28, 2000.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this Nebo School District & Springville City - Master Facility Use Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ___ day of _____, 2015.

SPRINGVILLE CITY

By: _____
WILFORD W. CLYDE, Mayor

ATTEST:

By: _____
VENLA GUBLER, City Recorder

**APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:**

JOHN A. PENROD,
Springville City Attorney

DATED this ___ day of _____, 2015.

**BOARD OF EDUCATION OF
NEBO SCHOOL DISTRICT**

By: _____
KRISTEN C. BETTS, Board President

ATTEST:

By: _____
TRACY D OLSEN, Business Administrator

**APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:**

REED B. PARK,
Nebo School District Legal Counsel

CITY COUNCIL AGENDA

EXHIBIT "A"

CITY USE OF SCHOOL DISTRICT FACILITIES SPRINGVILLE HIGH SCHOOL	
FACILITY	AUTHORIZED USES
Auditorium	Miss Springville Pageant, occasional City use.
Auxiliary Gymnasiums	Adult basketball and volleyball leagues; youth basketball leagues and camps; youth baseball and softball leagues team selections; youth volleyball camps; special events.
Football Field	Youth Track and Field meets; summer youth track and field team; youth tackle football.
Main Gymnasium	Adult basketball leagues; youth basketball leagues; volleyball leagues; youth baseball and softball leagues team selections; youth wrestling matches and tournaments; special events.
Soccer Fields	Occasional youth soccer games.
Grass Fields	Youth tackle football practices.
Track	Youth track and field meets; summer youth track and field team.
Baseball Field	Colt League baseball.
Basement Track	Community recreational walking and jogging during mornings and evenings.
Parking Lots	Parking for all City sponsored activities and events.
NEBO SUMMIT CENTER	
FACILITY	AUTHORIZED USES
Gymnasium	Youth basketball leagues games and practices; volleyball games and practices; adult 3 on 3 basketball tournament.
Playing Fields	Youth tackle football leagues practices; youth soccer, baseball, softball, and football sports leagues practices.
Auditorium	Occasional City use.
Parking Lots	Parking for all City sponsored activities and events.
SPRINGVILLE JUNIOR HIGH SCHOOL	
FACILITY	AUTHORIZED USES
Gymnasium	Youth basketball leagues games and practices; volleyball games and practices; adult 3 on 3 basketball tournament.
Playing Fields	Youth tackle football leagues practices; youth soccer, baseball, softball, and football sports leagues practices.
Parking Lots	Parking for all City sponsored activities and events.
ART CITY ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Playing Fields	Youth baseball, softball, soccer, and football leagues games and practices.
Parking Lots	Parking for all City sponsored activities and events.
BROOKSIDE ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Playing Fields	Youth baseball, softball, soccer, and football leagues games and practices.
Parking Lots	Parking for all City sponsored activities and events.
CHERRY CREEK ELEMENTARY	
FACILITY	AUTHORIZED USES
Gymnasiums	Adult basketball leagues games and practices; youth basketball leagues games and practices; adult volleyball leagues games; youth volleyball leagues games; adult pickleball.
Playing Fields	Youth soccer leagues games and practices; youth football leagues practices.
Parking Lots	Parking for all City sponsored activities and events.
Grass Area & North Parking Lot	Activities, events, and parking associated with the Springville Art Museum, except during school hours used for school bus loading and unloading zone.
SAGE CREEK ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Playing Fields	Youth baseball, softball, soccer, and football leagues practices.
Parking Lots	Parking for all City sponsored activities and events.

WESTSIDE ELEMENTARY SCHOOL	
FACILITY	AUTHORIZED USES
Playing Fields	Youth baseball, softball, soccer, and football leagues games and practices.
Parking Lots	Parking for all City sponsored activities and events.
GRANT BUILDING	
FACILITY	AUTHORIZED USES
Playing Fields	Youth baseball, softball, soccer, and football leagues games and practices.
Parking Lots	Parking for all City sponsored activities and events.
ADVANCED LEARNING CENTER	
FACILITY	AUTHORIZED USES
Playing fields	Youth baseball, softball, soccer, and football leagues games and practices.
Parking Lots	Parking for all City sponsored activities and events.
CITY CONSIDERATIONS	
<ul style="list-style-type: none"> • Pay one-half (½) the costs for additional items that are used by both the City and the School District (i.e., score boards, wrestling mats, rims, backboards, volleyball equipment, nets, soccer goals, etc.). • Provide and pay for all fees for the watering of the baseball field, football field, practice field, and soccer fields at Springville High School. • Provide and pay for all fees for the watering of the playing fields at Springville Junior High School. • Mow and groom certain athletic fields that the City uses – Springville High School baseball field; Springville Junior High School baseball field; and playing fields at Sage Creek Elementary School, Art City Elementary School, Westside Elementary School, and the Advanced Learning Center. • Provide and pay for football field preparation and half of striping costs at Springville High School during the high school football team season and at other times. • Provide labor and organization of all Youth track and field meets at Springville High School. • Provide substitute teachers for coaches during Youth track and field meets. • City police services for Springville High School Homecoming Parade. • School District use of City Facilities. • General good faith cooperation and considerations to the School District. 	

EXHIBIT “B”

NEBO SCHOOL DISTRICT USE OF CITY FACILITIES	
BIG HOLLOW PARK	
FACILITY	AUTHORIZED USES
Grass Fields	Springville High School girls soccer
BIRD PARK	
FACILITY	AUTHORIZED USES
Softball Fields	Springville High School softball team for practices and games.
Grass Fields	Springville High School football, marching band practices, and cross-country.
Walking/Jogging Course	Springville High School physical education classes.
Parking Lots	Parking for all School District sponsored activities and events.
CIVIC CENTER	
FACILITY	AUTHORIZED USES
Council Chambers	Nebo School District Truancy Court.
Justice Court	Nebo School District Truancy Court.
Multi-purpose Room	Springville High School Hope Squad trainings and other meetings.
CITY CANYON PARKS	
FACILITY	AUTHORIZED USES
City Pavilions	Reasonable use for School District activities and events, as specifically approved in writing by the School District and the City.
Grass Area	Reasonable use for School District activities and events, as specifically approved in writing by the School District and the City.
Parking Lots	Parking for all School District sponsored activities and events.
HOBBLE CREEK GOLF COURSE	
FACILITY	AUTHORIZED USES
Golf Course	Springville High School, Springville Junior High School, and Mapleton Junior High School golf teams for practices and tournaments. <i>Also governed by the Memo, dated December 1, 2004, executed by the Golf Professionals from East Bay, Spanish Oaks, Gladstan, Hobble Creek, and Cascade Golf Courses.</i>
Parking Lots	Parking for all School District sponsored activities and events.
HOBBLE CREEK TRAIL	
FACILITY	AUTHORIZED USES
Trail	Springville High school cross-country teams and physical education classes.
KOLOB PARK	
FACILITY	AUTHORIZED USES
Grass Area	Elementary school playground for recess and school activities.
Parking Lots	Parking for all School District sponsored activities and events.
MEMORIAL PARK	
FACILITY	AUTHORIZED USES
Grass Area	Springville High School cross-country teams for some practices and races.
Parking Lots	Parking for all School District sponsored activities and events.
SENIOR CITIZEN CENTER	
FACILITY	AUTHORIZED USES
Senior Citizen Building	Community Education classes.
SPRING ACRES ARTS PARK	
FACILITY	AUTHORIZED USES
Amphitheater/Stage and Grounds	Springville High School home coming activities and “Last Chance Dance”.
Driver’s Education Range	Springville High School Driver’s Education classes; Springville High School athletic teams for banquets and special functions. <i>Also governed by a separate Interlocal Cooperation Agreement dated August 28, 2000.</i>
Tennis Courts	Springville High School tennis team for practices and matches; Springville High School

	physical education classes. Note: School District and City shared construction costs for tennis courts.
Parking Lots	Parking for all School District sponsored activities and events.
Grass Fields	Springville High School cross-country
SPRINGVILLE ART MUSEUM	
FACILITY	AUTHORIZED USES
Art Museum Rooms	Springville High School dance, orchestra, and choir concerts; Springville High School faculty banquet.
SPRINGVILLE CITY LIBRARY	
FACILITY	AUTHORIZED USES
Multi-Purpose Room; Upstairs Event Room	School District sponsored activities and events.
SWIMMING POOL	
FACILITY	AUTHORIZED USES
Swimming Pool	Springville High School swim team for practices and meets (\$0 per student); Spanish Fork High School, Maple Mountain High School, Salem Hills High School, and Payson High School swim teams for practices and meets (\$65 per student)
Parking Lots	Parking for all School District sponsored activities and events; school bus layover parking.
NEBO SCHOOL DISTRICT CONSIDERATIONS	
<ul style="list-style-type: none"> • Pay one-half (½) the costs for additional items that are used by both the School District and the City (i.e., score boards, wrestling mats, rims, backboards, volleyball equipment, nets, soccer goals, etc.). • Provide timers and scorekeepers for the youth track and field meets. • Printing and mailing of postcards for Fall and Winter Nebo School District Community Education Programs, which include website links to Springville City Recreation Programs. • City use of School District Facilities. • General good faith cooperation and considerations to the City. 	

CITY COUNCIL AGENDA



STAFF REPORT

DATE: November 10, 2015

TO: The Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF AN ORDINANCE THAT APPROVES THE SPRINGVILLE NORTH COMMUNITY DEVELOPMENT PROJECT AREA PLAN AS THE OFFICIAL COMMUNITY DEVELOPMENT PLAN OF THE PROJECT AREA.

RECOMMENDED ACTION

Motion to Approve Ordinance No. _____ that approves the Springville North Community Development Project Area Plan as the Official Community Development Plan of the Project Area described in the Plan.

BACKGROUND

Several months ago, the Springville Redevelopment Agency directed staff to have a community development project area plan drafted for the Agency to consider. The Springville Redevelopment Agency is scheduled to consider the adoption of the Springville North Community Development Project Area Plan (the "Plan") in its November 17, 2015 meeting.

In accordance with Section 17C-4-105, after the Redevelopment Agency approves the Plan by resolution, the City Council is required to adopt an ordinance that designates the approved project area in the Plan as the official community development plan of the project area. The attached proposed ordinance is for the City Council to adopt the Plan in accordance with Utah Code.

If the City Council approves the proposed ordinance, the City Recorder will publish a summary of the ordinance and will have the plan available for public inspection in her office for a period of 30 days from the date of publication. During the 30 day period, any person will have the right to contest the Plan or the procedure used to adopt the Plan. After the 30 day period runs, no one will have any cause of action to contest the legality of the Plan.

FISCAL IMPACT

None at this time. In the future, the City could use sales tax incentives to help promote and attract retail businesses with the project area.

Attachments: Proposed Ordinance No. _____

CITY COUNCIL AGENDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF SPRINGVILLE CITY,
UTAH, ADOPTING THE SRPINGVILLE NORTH COMMUNITY
DEVELOPMENT PROJECT AREA PLAN SET FORTH HEREIN.

WHEREAS, the Springville Redevelopment Agency (the “Agency”) is a community development and renewal agency (a public body, corporate and politic) duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “Act”);

WHEREAS, the Agency has authorized the preparation of a Draft Springville North Community Development Project Area Plan (the “Plan”) attached as Exhibit “A” and incorporated herein by reference, and the same being the Project Area (the “Project Area”);

WHEREAS, the legal description of the boundaries of the Project Area are attached hereto as Exhibit “B” and incorporated herein by this reference;

WHEREAS, the Agency has prepared the Plan in order to encourage, promote and provide for the development of retail and office space within the Project Area;

WHEREAS, pursuant to the Act, the Agency held its public hearing to receive comment regarding the Plan on November 17, 2015, and provided notice of such hearing in accordance with the Act;

WHEREAS, the Agency adopted Resolution ____ on November 17, 2015, which includes the findings of the Agency, and Agency has approved the Plan, for the Project Area;

WHEREAS, pursuant to the Act, the Springville City Council now desires to adopt the Plan as approved by the Agency;

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

Section 1. General Provisions. All terms defined in the recitals hereto shall have the same meaning when used herein. All actions heretofore taken (consistent with the provisions of this Ordinance) by the City Council and City staff and by the Agency directed toward the preparation of the draft Plan are hereby ratified, approved, and confirmed.

Section 2. Adoption. The City Council hereby adopts the Plan for the Project Area set forth in Exhibit “A” and incorporated herein by this reference and as the Official Plan. The legal description of the boundaries of the Project Area is attached hereto as

Exhibit “B” and incorporated herein by this reference as the Plan as the Official Project Area.

Section 3. Effective Date on Publication. This Ordinance shall take effect immediately upon its passage, approval, and publication of the Summary Ordinance set forth in Exhibit “C” attached hereto and incorporated herein by this reference.

Section 4. Authorization. The appropriate officers of the City and the Agency are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 5. Severability. If any one or more sections, sentences, clauses, or parts of this Ordinance shall, for any reason, be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses, or parts of this Ordinance so held unconstitutional and invalid, and the inapplicability and invalidity of any section, sentence, clause, or part of this Ordinance in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Ordinance in any other instances.

PASSED AND ADOPTED on this _____ day of November, 2015.

SPRINGVILLE CITY:

WILFORD W. CLYDE, Mayor

ATTEST:

KIM RAYBURN, City Recorder

EXHIBIT A

Attach the Springville North Community Development Project Area Plan



Springville Redevelopment Agency

DRAFT

**Springville North Community
Development Project Area Plan**

October 5, 2015

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BACKGROUND AND OVERVIEW

The Springville Redevelopment Agency (the “Agency”), following thorough consideration of the needs and desires of Springville City (the “City”) and its residents, as well as the need of and capacity for new development, has prepared this Community Development Project Area Plan (the “Plan”) for the Springville City North Community Development Project Area (the “Project Area”) described in more detail below.

In accordance with the terms of this Plan, the Agency will encourage, promote and provide for the development of retail and office space within the Project Area. The Project Area covers 218.84 total acres of which 178.25 acres are included in parcels within the project area boundaries that are considered to be developable, with the remaining acreage used for roadways.

It is anticipated that the project will generate significant economic activity in the region through the creation of temporary construction jobs, full-time employment for new retail and office development including an auto dealership, the generation of additional tax revenues, and diversification through new business opportunities. Tax increment is needed to assist with additional infrastructure to the Project Area, as well as for incentives to encourage top-quality businesses to locate in the area.

This Plan will govern development within the Project Area, including the capture and use of tax increment to construct needed infrastructure and to promote and incentivize new development. The purpose of this Plan clearly sets forth the aims and objectives of this development, its scope, available incentives and the mechanism for funding such incentives, and the value of the Plan to the residents, businesses and property owners, and taxing entities in this area.

1. RECITALS OF PREREQUISITES FOR ADOPTING A COMMUNITY DEVELOPMENT PROJECT AREA PLAN

- a) Pursuant to the provisions of §17C-4-101 of the Act, the governing body of the Springville Redevelopment Agency adopted a resolution authorizing the preparation of a draft Community Development Project Area Plan on _____; and
- b) Pursuant to the provisions of §17C-4-102(2)(a) and (b) of the Act, Springville City has a planning commission and general plan as required by law; and
- c) Pursuant to the provisions of §17C-4-102(1)(d) of the Act, the Agency will conduct one or more public hearings for the purpose of informing the public about the Project Area and allowing public input as to whether the draft Project Area Plan should be revised, approved or rejected.
- d) Pursuant to the provisions of §17C-4-102(1)(b) and (c) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency’s offices during normal business hours, provided notice of the Plan hearing, allowed public comment on the Project Area Plan and will hold a public hearing on the draft Plan on _____, 2015.

2. DEFINITIONS

As used in this Community Development Project Area Plan:

1. The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.
2. The term "**Agency**" shall mean the Springville City Redevelopment Agency, a separate body corporate and politic created by the City pursuant to the Act.
3. The term "**Base taxable value**" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized before the date the Project Area Plan is adopted by the City legislative body; OR the agreed-upon value specified in a resolution or interlocal agreement as described under §17C-4-201(2).
4. The term "**City**" shall mean Springville City, Utah.
5. The term "**Community**" shall mean Springville City, Utah.
6. The term "**Community development**" shall mean development activities within the community, including the encouragement, promotion, or provision of development.
7. The term "**Developer**" shall mean the entities investing in the development in the area.
8. The term "**Effective date**" shall mean either the publishing or posting of notice of the community legislative body's ordinance adopting the community development project area plan or a summary of the ordinance.
9. The term "**Legislative body**" shall mean the City Council of Springville City which is the legislative body of the Community.
10. The term "**Plan Hearing**" means the public hearing on the draft Project Area Plan required under Subsection 17C-4-102 of the Act.
11. The term "**Project Area**" shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (Exhibits A & B).
12. The term "**Project Area Budget**" shall mean the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:
 - a. the base taxable value of property in the Project Area;

- b. the projected tax increment to be generated within the Project Area from both property and sales taxes;
 - c. the amount of tax increment expected to be shared with other taxing entities;
 - d. the amount of tax increment expected to be used to implement the Project Area Plan; and
 - e. the amount of tax increment to be used to administer the Project Area.
13. The term **"Project Area Plan"** or **"Plan"** shall mean the written plan that, after its effective date and adopted pursuant to the provisions of the Act, guides and controls the community development activities within the Project Area.
14. The terms **"Tax," "Taxes," "Property tax" or "Property taxes"** includes all levies on an ad valorem basis upon real property, personal property, or other property, tangible or intangible.
15. The term **"Taxing entity"** shall mean any public entity that levies a tax on property within the Project Area.
16. The term **"Tax increment"** shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the area designated in the Project Area Plan as the area from which tax increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be generated from that same area using the base taxable value of the property. Tax increment shall also be used to mean the additional sales tax revenues generated from development in the Project Area.

3. PROJECT AREA BOUNDARIES [17C-4-103(1)]

The area identified for study (see map in Appendix A and legal description in Appendix B) consists of 218.84 total acres. The area follows parcel boundaries, with parcel numbers shown in Appendix C. The approximate boundaries of the Project Area are 1200 North on the north; 2400 West on the west; 400 North on the south; and I15 SB X261/Frontage Road/SR 75 Ramp on the east.

4. GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING INTENSITIES AND HOW THEY WILL BE AFFECTED BY THE ECONOMIC DEVELOPMENT [17C-4-103(2)]

A. LAND USES IN THE PROJECT AREA

The existing land use on the developable land within the Project Area is mainly vacant land. There are 61 parcels in the Project Area. The Project Area is zoned Highway Commercial. Current uses are shown in the table below:

Table 1: Existing Land Uses in Project Area

Summary Table	Acres
Unknown	7.33
Commercial	21.25
Exempt	21.47
Vacant	1.30
Vacant Commercial	163.82
TOTAL	215.17

B. LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

The area is bounded on the east by a major street, the I-15 SB freeway. Within the Project Area the major streets are 800 North, 500 North, 1150 North and 2250 West.

C. POPULATION DENSITIES IN THE PROJECT AREA

There is currently no residential development within the Project Area and therefore no population. The Plan does not currently propose any residential development within the Project Area. Existing and proposed residential densities within the Project Area will therefore remain at zero persons per square mile.

D. BUILDING INTENSITIES IN THE PROJECT AREA

There are 10 buildings in the project area, all of which are commercial. The 10 buildings total 88,836 square feet, for a floor area ratio (FAR) of 0.009 over the entire Project Area.

5. STANDARDS THAT WILL GUIDE THE ECONOMIC DEVELOPMENT [17C-4-103(3)]

The general standards that will guide the economic development are as follows:

A. GENERAL DESIGN OBJECTIVES

Development within the Project Area will be held to quality design and construction standards, suitable for retail, office and business park development and will be subject to: (1) appropriate elements of the City's General Plan; (2) applicable City building codes and ordinances; (3) planning commission review and recommendation; and (4) the City's land use development codes.

Developers will be allowed flexibility of design in developing land located within the Project Area. The development shall be of a design and shall use materials that are subject to design review and approval by the City pursuant to a development agreement with the Developer/Owner specifically addressing design issues.

Coordinated and attractive landscaping shall also be provided as appropriate for the character of the Project Area. Materials and design paving, retaining walls, fences, curbs, benches, and other items shall have an attractive appearance and be easily maintained.

All development will be based on site plans, development data, and other appropriate submittals and materials clearly describing the development, including land coverage, setbacks, heights, and any other data dictated by the City's land use code, and applicable City practice or procedure.

The general principles guiding development within the Project Area are as follows:

1. Encourage and assist economic development with the creation of well-planned commercial development that will increase job opportunities in the local area.
2. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.
3. Implement the tax increment financing provisions of the Act which are incorporated herein by reference and made a part of this Plan.
4. Encourage economic use of and new construction or redevelopment upon the real property located within the Project Area.
5. Promote and market the Project Area for economic development that would enhance the economic base of the City through diversification.
6. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of economic activity for the City.
7. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities, streets and other infrastructure improvements.
8. Achieve an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to the Developers.
9. Design parking areas with regard to orderly arrangement, topography and ease of use and access.
10. Comply with City lighting standards and signs for a safe and pleasant appearance following modern illumination standards.

6. HOW THE PURPOSES OF THE ACT WILL BE ATTAINED BY THE COMMUNITY DEVELOPMENT [17C-4-103(4)]

It is the intent of the Agency, with the assistance and participation of various Developers, to facilitate and promote the development of a commercial center that will result in the creation of jobs in the Project Area. Further, the project will strengthen the tax base of the community, which

will also serve to accomplish economic development objectives and create a well-planned employment center.

The purposes of the Act will be achieved by the following:

A. ESTABLISHMENT OF NEW BUSINESS AND INCREASED TAX BASE

The proposed Project envisions an auto dealership and other retail and office development that will benefit the State and local taxing entities through increased job creation, increased property tax base, increased income taxes paid (both corporate and individual) and increased energy usage (and the accompanying municipal energy “franchise” tax). Multiplier (indirect and induced) impacts will result from the job creation and expenditures for construction and supplies.

B. PUBLIC INFRASTRUCTURE IMPROVEMENTS

The construction of additional public infrastructure improvements in the Project Area will support the development contemplated herein and will encourage future development in surrounding areas. Additional public infrastructure improvements will make the land within the Project Area more accessible to and from other parts of the City. Thus, the components of the Project provided in this Plan will encourage, promote and provide for economic development within the Project Area and the City generally for years to come.

C. JOB CREATION

It is anticipated that the economic development in the Project Area will create a significant number of new jobs. Research conducted by the National Automobile Dealers Association shows a significant number of indirect jobs are created in tandem with the direct jobs at automobile dealers.

Table 2: Job Creation

STATE	DIRECT JOBS	INDIRECT JOBS	TOTAL
Utah	8,394	11,653	20,047
Nevada	7,271	2,225	9,496
California	110,103	124,428	234,531
Oregon	11,981	12,969	24,950
Idaho	5,139	4,953	10,092
Wyoming	2,080	3,165	5,245
Montana	3,850	4,738	8,588
Arizona	24,091	25,654	49,745
New Mexico	6,663	7,899	14,562

Source: National Automobile Dealers Association

7. THE PLAN IS CONSISTENT WITH AND WILL CONFORM TO THE COMMUNITY'S GENERAL PLAN [17C-4-103(5)]

This Plan is consistent with the City's General Plan that was approved in 2013. The City's Vision Statement for Economic Development as contained in Chapter 9 of the General Plan is as follows:

To encourage economic development that will focus on future growth while benefitting present and future residents; through an increased revenue base, employment opportunities and business diversity.

Objective 2 on page 9-9 of the General Plan states as follows: Encourage economic development throughout Springville. Specific strategies listed in the General Plan that are compatible with this Plan include:

- 2A Explore incentives like the Community Development Agreement with land developers
- 2B Support the redevelopment of underutilized or vacant parcels or areas
- 2F Ensure that infrastructure needs and the City's ability to meet them are considered as part of the economic development recruitment process

8. DESCRIPTION OF ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED ECONOMIC DEVELOPMENT [17C-4-103(6)]

There is one specific development project currently under construction – an auto dealership on approximately five acres. The Plan anticipates the construction of additional retail and office space with an overall floor area ratio (FAR) of approximately 0.15.

9. HOW PRIVATE DEVELOPERS WILL BE SELECTED AND IDENTIFICATION OF CURRENT DEVELOPERS IN THE PROJECT AREA [17C-4-103(7)]

A. SELECTION OF PRIVATE DEVELOPERS

The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property, or sell their property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the community development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency may, consistent with the Act, encourage other owners to acquire property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods.

B. IDENTIFICATION OF DEVELOPERS WHO ARE CURRENTLY INVOLVED IN THE PROPOSED PROJECT AREA

One private developer has currently been identified to be involved in the proposed Project Area. That developer is Mitsubishi auto dealership.

10. REASONS FOR THE SELECTION OF THE PROJECT AREA [17C-4-103(8)]

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the community through development of vacant properties, create jobs, capitalize on the rapid growth occurring in Utah County, meet the needs of the auto dealership and maximize the site's strategic proximity to I-15.

11. DESCRIPTION OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA [17C-4-103(9)]

A. PHYSICAL CONDITIONS

The proposed Project Area consists of approximately 215.17 acres, as shown on the Project Area map in Appendix A. The Project Area is mostly undeveloped, with only 88,836 building square feet. The area is flat and all of the land is considered as developable.

B. SOCIAL CONDITIONS

There is currently no residential development within the area. No unusual social conditions were found to exist. The Project Area Plan will increase the number of workers traveling to the Project Area. It is anticipated, therefore, that the proposed Project Area will grow the community's economy, quality of life and reputation.

C. ECONOMIC CONDITIONS

There are approximately six businesses in the project area, including automotive businesses (e.g., motorsports, watersports, and trailer dealers), a plumbing supply store, an antiques mall, and a video production company.

12. TAX INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED WITHIN THE PROJECT AREA [17C-4-103(10)]

The Agency does not intend to initially collect any property tax increment from any of the taxing entities in the Project Area. However, the Agency may choose to negotiate with the taxing entities at some future point in time for the collection of tax increment. Rather, the Agency intends to collect a portion of the incremental sales tax revenues generated by the auto dealership for a period of up to 25 years. A portion of the incremental sales tax revenues generated by the auto dealership will be returned to the dealership as an incentive to encourage the dealership to locate

in the Project Area. The City's portion of the incremental sales tax revenues to be distributed to the Agency will be determined by the City on an annual basis.

The Project Area Budget (attached as Appendix D) shows anticipated tax increment receipts if all incremental sales tax revenues were to be forwarded to the Agency. As stated previously, the percent of incremental sales tax revenues contributed by the City are considered to be discretionary and will be allocated by the City on a year-by-year basis. The County is not initially contributing any incremental sales tax revenues.

The base year taxable value is 2015 and includes all real and personal property valued at \$15,370,734. However, as stated previously, no incremental property tax revenues are initially included in the distribution to the Agency.

Estimated total sales tax revenues that might be received from an auto dealership are included in the following table. No specific sales numbers have been provided from the auto dealership intended to locate in this Project Area. The Agency intends to use a portion of these revenues to incentivize the dealership to locate in the Project Area. Over time, other businesses may choose to locate in the Project Area and incremental sales or property tax revenues from these developments may be needed in order to facilitate their development.

Table 3: Summary of Incremental Sales Tax Revenues

	Total Revenues	NPV*
Sales Tax Revenues – 25 years	\$3,203,030	\$1,922,906
Sales Tax Revenues – 20 Years	\$2,429,737	\$1,609,165
Sales Tax Revenues – 15 Years	\$1,729,342	\$1,263,435
Sales Tax Revenues – 10 Years	\$1,094,972	\$882,455

*NPV = net present value of future cash flows discounted at four percent.

The Project Area Budget, included as Appendix D provides a year-by-year estimate of the amount of increment generated that could be available to encourage economic development in the area.

13. ANALYSIS OR DESCRIPTION OF THE ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT [17C-4-103(11)]

A. BENEFICIAL INFLUENCES UPON THE TAX BASE OF THE COMMUNITY

The City and taxing entities will see an increase in real taxable value of an estimated \$11.9 million (\$2015) when anticipated development and redevelopment takes place over the next 25 years. This estimate is based on the development of an auto dealership, as well as an overall real growth rate (not including appreciation/inflation) of 1.5 percent per year. The value of the building associated with the auto dealership is estimated at \$1.0 million.

All of the taxing entities will see increased revenues from property tax increment due to the development in this area. By year 10, incremental property tax revenues are expected to reach \$84,870 more annually, to reach \$130,615 by year 20 and \$156,171 by year 25.

B. ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY LIKELY TO BE STIMULATED

Other business and economic activity likely to be stimulated includes business, employee and construction expenditures. There are significant opportunities for increased economic development and tax generating development that can occur within the immediate sphere of influence of the Project Area that otherwise may not occur in a timely basis or at the same level of increased development and private investment.

1. JOB CREATION

Of the total 215.17 developable acres in the Project Area, 165.12 acres are currently listed as “vacant” or “vacant commercial.” Approximately 2,700 new jobs could be created in the Project Area if development plans are similar to those projected in the Project Area Budget. This estimate is based on 400 square feet per employee and an overall building density of 0.15 (FAR).

It is anticipated that the business owners and employees of the Project Area facilities will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These supply chain purchases are expected to increase employment opportunities in the related businesses of office equipment, furniture and furnishings, office supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services.

Employees will make many of their purchases near their workplace, assuming that goods and services are available. These will most likely include purchases for: lunchtime eating, gasoline and convenience store, personal services such as dry cleaning and haircuts, and auto repair. In addition, there may be limited purchases for gifts, hobbies, etc., if such goods are available.

The following summarizes the benefits to the community:

- Provide an increase in direct purchases in the community.
- Complement existing businesses and industries located within the City by adding new employees who may live and shop and pay taxes in the City, County and the region.
- Provide an increase in indirect and induced (“multiplier”) impacts for business purchases, including purchases by employees and their households.
 - The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

2. CONSTRUCTION JOBS AND EXPENDITURES

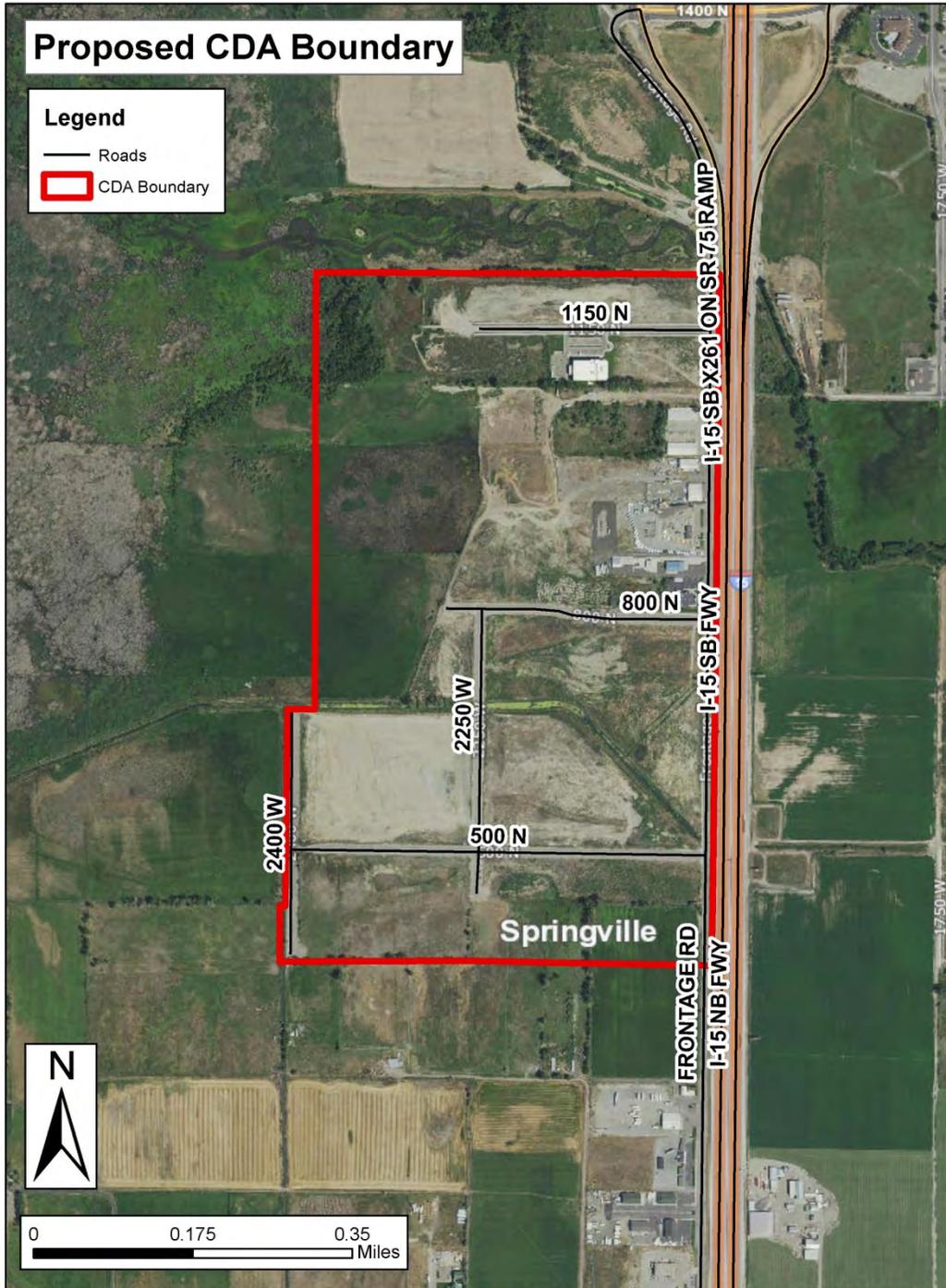
Economic activity associated with the development will include construction jobs and wages.

To summarize, the creation of the Project Area and adoption of the Project Area Plan is beneficial to the community for the following reasons:

- Increased tax base that will provide additional tax revenues to the various taxing entities;
- Creation of approximately 2,700 new jobs in the Project Area;
- Increased spending on construction wages;
- Increased spending in the local area for construction supplies, from construction worker expenditures for lunchtime eating, gas, etc., and for purchases by full-time employees who work in the Project Area;
- Increased property tax revenues of \$2.67 million to the taxing entities over the 25-year Project Area time period;
- Increased sales tax revenues of \$3.2 million over the 25-year period;
- Improved traffic circulation and business access through the entire community; and
- Added economic diversification to the community.

APPENDIX A: PROJECT AREA MAP

The parcels included in the Project Area are shaded in the map below.



APPENDIX B: LEGAL DESCRIPTION

BEGINNING AT POINT NORTH 1142.20 FEET AND WEST 6.33 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°19'03" WEST 2535.59 FEET; THENCE EAST 2341.40 FEET; THENCE SOUTH 01°01'48" EAST 518.44 FEET; THENCE SOUTH 00°07'11" EAST 141.73 FEET; THENCE SOUTH 00°23'05" WEST 1079.16 FEET; THENCE SOUTH 00°23'34" WEST 600.23 FEET; THENCE SOUTH 00°22'07" WEST 1667.36 FEET; THENCE NORTH 89°17'42" WEST 695.63 FEET; THENCE NORTH 89°26'08" WEST 704.50 FEET; THENCE SOUTH 89°30'28" WEST 747.51 FEET; THENCE SOUTH 89°26'02" WEST 354.77 FEET; THENCE NORTH 00°10'13" WEST 325.96 FEET; THENCE SOUTH 89°15'28" EAST 34.35 FEET; THENCE NORTH 00°04'39" EAST 1139.17 FEET; THENCE NORTH 89°38'22" EAST 152.48 FEET TO THE POINT OF BEGINNING.

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APPENDIX C: LIST OF PARCELS

PARCELID	Tax District	USEDSCRIP	Total Acres	Acres in CDA	Acres Outside CDA	Taxable Value	Adjusted Taxable Value
664650001	131		2.45	2.45	0.00	\$0	\$0
664650002	131		1.47	1.47	0.00	\$0	\$0
664650003	131		3.23	3.23	0.00	\$0	\$0
664650004	131		0.17	0.17	0.00	\$0	\$0
230230038	130	COMMERCIAL	2.03	2.03	0.00	\$448,700	\$448,700
230230047	130	COMMERCIAL	0.68	0.68	0.00	\$400,000	\$400,000
230230049	130	COMMERCIAL	0.44	0.44	0.00	\$195,700	\$195,700
230230058	130	COMMERCIAL	1.08	1.08	0.00	\$153,300	\$153,300
230240012	130	COMMERCIAL	4.00	4.00	0.00	\$649,500	\$649,500
663370004	130	COMMERCIAL	9.12	9.12	0.00	\$3,818,000	\$3,818,000
230230056	131	COMMERCIAL	1.04	1.04	0.00	\$131,700	\$131,700
230230099	131	COMMERCIAL	0.84	0.84	0.00	\$235,600	\$235,600
230230111	131	COMMERCIAL	1.00	1.00	0.00	\$159,500	\$159,500
529730005	131	COMMERCIAL	1.03	1.03	0.00	\$636,200	\$636,200
230240020	130	EXEMPT	5.18	4.83	0.35	\$0	\$0
663370005	130	EXEMPT	2.18	2.18	0.00	\$0	\$0
529730009	131	EXEMPT	9.99	9.99	0.00	\$0	\$0
529730009	131	EXEMPT	4.44	4.44	0.00	\$0	\$0
663210004	131	EXEMPT	0.04	0.04	0.00	\$0	\$0
210740002	130	VACANT	52.56	1.07	51.49	\$27,400	\$571
210960019	131	VACANT	0.22	0.22	0.00	\$4,000	\$4,000
230230042	130	VACANT COMMERCIAL	0.95	0.95	0.00	\$53,000	\$53,000
230230048	130	VACANT COMMERCIAL	1.32	1.32	0.00	\$69,300	\$69,300
230230050	130	VACANT COMMERCIAL	1.56	1.56	0.00	\$170,400	\$170,400
230230061	130	VACANT COMMERCIAL	0.17	0.17	0.00	\$9,300	\$9,300
230230062	130	VACANT COMMERCIAL	0.17	0.17	0.00	\$17,700	\$17,700
230230089	130	VACANT COMMERCIAL	2.00	2.00	0.00	\$111,600	\$111,600
230230097	130	VACANT COMMERCIAL	2.13	2.13	0.00	\$118,600	\$118,600
230230098	130	VACANT COMMERCIAL	26.35	26.35	0.00	\$1,332,200	\$1,332,200
230230107	130	VACANT COMMERCIAL	1.00	1.00	0.00	\$55,700	\$55,700
230230108	130	VACANT COMMERCIAL	1.00	1.00	0.00	\$95,600	\$95,600
230240015	130	VACANT COMMERCIAL	4.54	4.54	0.00	\$241,200	\$241,200
230240038	130	VACANT COMMERCIAL	7.82	7.82	0.00	\$402,300	\$402,300
230240047	130	VACANT COMMERCIAL	1.20	1.20	0.00	\$66,900	\$66,900

PARCELID	Tax District	USEDSCRIP	Total Acres	Acres in CDA	Acres Outside CDA	Taxable Value	Adjusted Taxable Value
230240048	130	VACANT COMMERCIAL	1.20	1.20	0.00	\$66,900	\$66,900
230240049	130	VACANT COMMERCIAL	1.68	1.68	0.00	\$93,600	\$93,600
230240051	130	VACANT COMMERCIAL	1.25	1.25	0.00	\$69,900	\$69,900
230240052	130	VACANT COMMERCIAL	8.58	8.58	0.00	\$456,000	\$456,000
663370001	130	VACANT COMMERCIAL	3.01	3.01	0.00	\$318,500	\$318,500
663370002	130	VACANT COMMERCIAL	2.98	2.98	0.00	\$284,500	\$284,500
663370003	130	VACANT COMMERCIAL	2.96	2.96	0.00	\$282,600	\$282,600
230230100	131	VACANT COMMERCIAL	0.17	0.17	0.00	\$16,100	\$16,100
230230101	131	VACANT COMMERCIAL	0.10	0.10	0.00	\$9,700	\$9,700
230230105	131	VACANT COMMERCIAL	1.36	1.36	0.00	\$76,000	\$76,000
230230106	131	VACANT COMMERCIAL	1.00	1.00	0.00	\$55,700	\$55,700
230230110	131	VACANT COMMERCIAL	1.00	1.00	0.00	\$95,400	\$95,400
230280039	131	VACANT COMMERCIAL	5.21	1.79	3.42	\$497,400	\$261,133
230280040	131	VACANT COMMERCIAL	5.25	1.78	3.47	\$276,700	\$141,920
230280041	131	VACANT COMMERCIAL	3.06	1.02	2.04	\$214,800	\$107,212
230280042	131	VACANT COMMERCIAL	3.07	1.03	2.04	\$215,400	\$108,304
230280043	131	VACANT COMMERCIAL	5.06	5.06	0.00	\$642,000	\$642,000
529730002	131	VACANT COMMERCIAL	13.83	13.83	0.00	\$1,024,500	\$1,024,500
529730003	131	VACANT COMMERCIAL	21.82	21.82	0.00	\$1,464,900	\$1,464,900
529730007	131	VACANT COMMERCIAL	0.03	0.03	0.00	\$52,700	\$52,700
529730008	131	VACANT COMMERCIAL	0.02	0.02	0.00	\$44,200	\$44,200
662720001	131	VACANT COMMERCIAL	1.21	1.21	0.00	\$86,400	\$86,400
662720002	131	VACANT COMMERCIAL	1.06	1.06	0.00	\$95,900	\$95,900
662720003	131	VACANT COMMERCIAL	1.34	1.34	0.00	\$95,700	\$95,700
663210001	131	VACANT COMMERCIAL	1.65	1.65	0.00	\$87,700	\$87,700
663210002	131	VACANT COMMERCIAL	1.70	1.70	0.00	\$90,300	\$90,300
663210003	131	VACANT COMMERCIAL	34.99	34.99	0.00	\$1,859,500	\$1,859,500
TOTAL			277.98	215.17	62.81	\$18,176,400	\$17,563,840

APPENDIX D: PROJECT AREA BUDGET

The budget is on the attached spreadsheet.

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	Total	NPV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25			
PROPERTY:																														
Tax District 130:																														
Base Year Taxable Value			\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615	\$8,082,615		
Total Assessed Value			\$8,845,594	\$9,112,952	\$9,249,647	\$9,388,391	\$9,529,217	\$9,672,155	\$9,817,238	\$9,964,496	\$10,113,964	\$10,265,673	\$10,419,658	\$10,575,953	\$10,734,593	\$10,895,611	\$11,059,046	\$11,224,931	\$11,393,305	\$11,564,205	\$11,737,668	\$11,913,733	\$12,092,439	\$12,273,826	\$12,457,933	\$12,644,802	\$12,834,474			
Incremental Taxable Value			\$762,979	\$1,030,337	\$1,167,031	\$1,305,776	\$1,446,602	\$1,589,540	\$1,734,622	\$1,881,881	\$2,031,348	\$2,183,058	\$2,337,043	\$2,493,338	\$2,651,977	\$2,812,996	\$2,976,430	\$3,142,316	\$3,310,690	\$3,481,589	\$3,655,053	\$3,831,118	\$4,009,824	\$4,191,210	\$4,375,317	\$4,562,186	\$4,751,859			
Tax District 131:																														
Base Year Taxable Value			\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200	\$6,744,200		
Total Assessed Value			\$9,981,703	\$10,283,400	\$10,437,651	\$10,594,216	\$10,753,129	\$10,914,426	\$11,078,143	\$11,244,315	\$11,411,979	\$11,584,174	\$11,757,937	\$11,934,306	\$12,113,320	\$12,295,020	\$12,479,445	\$12,666,637	\$12,856,637	\$13,049,486	\$13,245,229	\$13,443,907	\$13,645,566	\$13,850,249	\$14,058,003	\$14,268,873	\$14,482,906			
Incremental Taxable Value			\$3,237,503	\$3,539,200	\$3,693,451	\$3,850,016	\$4,008,929	\$4,170,226	\$4,333,942	\$4,500,115	\$4,668,779	\$4,839,974	\$5,013,737	\$5,190,106	\$5,369,120	\$5,550,820	\$5,735,245	\$5,922,437	\$6,112,437	\$6,305,286	\$6,501,028	\$6,699,707	\$6,901,365	\$7,106,049	\$7,313,803	\$7,524,673	\$7,738,706			
Total - Tax Districts 130 and 131																														
Base Year Taxable Value			\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816	\$14,826,816		
Total Assessed Value			\$18,827,298	\$19,396,353	\$19,687,298	\$19,982,607	\$20,282,346	\$20,586,582	\$20,895,380	\$21,208,811	\$21,526,943	\$21,849,847	\$22,177,595	\$22,510,259	\$22,847,913	\$23,190,632	\$23,538,491	\$23,891,568	\$24,249,942	\$24,613,691	\$24,982,896	\$25,357,640	\$25,738,005	\$26,124,075	\$26,515,936	\$26,913,675	\$27,317,380			
Total Incremental Taxable Value			\$4,000,482	\$4,569,537	\$4,860,482	\$5,155,792	\$5,455,531	\$5,759,766	\$6,068,565	\$6,381,995	\$6,700,128	\$7,023,032	\$7,350,780	\$7,683,443	\$8,021,097	\$8,363,816	\$8,711,675	\$9,064,753	\$9,423,126	\$9,786,876	\$10,156,081	\$10,530,824	\$10,911,189	\$11,297,259	\$11,689,120	\$12,086,859	\$12,490,564			
Base Year Property Tax Revenues																														
Tax District 130																														
Utah County	\$232,173	\$145,081	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	\$9,287	
Nebo School District	\$1,855,566	\$1,159,512	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223	\$74,223
Springville	\$415,042	\$259,353	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602	\$16,602
Central Utah Water Conservancy	\$85,272	\$53,285	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411	\$3,411
Total	\$2,588,053	\$1,617,231	\$103,522	\$103,522	\$103,522	\$103,522	\$103,522	\$103,522	\$103,522	\$103,522	\$103,522																			
Tax District 131																														
Utah County	\$193,727	\$121,057	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749	\$7,749
Nebo School District	\$1,548,300	\$967,507	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932	\$61,932
Springville	\$346,315	\$216,406	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853	\$13,853
Central Utah Water Conservancy	\$71,151	\$44,461	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846	\$2,846
Springville Drainage District	\$74,018	\$46,252	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961
Total	\$2,233,510	\$1,395,683	\$89,340	\$89,340	\$89,340	\$89,340	\$89,340	\$89,340	\$89,340	\$89,340	\$89,340																			
Total Base Year Revenues																														
Utah County	\$425,900	\$266,138	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	\$17,036	
Nebo School District	\$3,403,866	\$2,127,019	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155	\$136,155
Springville	\$761,357	\$475,759	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454	\$30,454
Central Utah Water Conservancy	\$156,423	\$97,746	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257	\$6,257
Springville Drainage District	\$74,018	\$46,252	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961	\$2,961
Total	\$4,821,564	\$3,012,914	\$192,863	\$192,863	\$192,863	\$192,863	\$192,863	\$192,863	\$192,863	\$192,863	\$192,863																			
Incremental Tax Revenues																														
Tax District 130																														
Utah County	\$77,806	\$42,824	\$877	\$1,184	\$1,341	\$1,500	\$1,662	\$1,826	\$1,993	\$2,162	\$2,334	\$2,508	\$2,685	\$2,865	\$3,047	\$3,232	\$3,420	\$3,611	\$3,804	\$4,000	\$4,200	\$4,402	\$4,607	\$4,816	\$5,027	\$5,242	\$5,460			
Nebo School District	\$621,837	\$342,255	\$7,006	\$9,462	\$10,717	\$11,991	\$13,284	\$14,597	\$15,929	\$17,281	\$18,654	\$20,047	\$21,461	\$22,896	\$24,353	\$25,832	\$27,333	\$28,856	\$30,402	\$31,971	\$33,564	\$35,181	\$36,822	\$38,488	\$40,179	\$41,895	\$43,636			
Springville	\$139,089	\$76,554	\$1,567	\$2,116	\$2,397	\$2,682	\$2,971	\$3,265	\$3,563	\$3,865	\$4,172	\$4,484	\$4,800	\$5,121	\$5,447	\$5,778	\$6,114	\$6,454	\$6,800	\$7,151	\$7,507	\$7,869	\$8,236	\$8,609	\$8,987	\$9,371	\$9,760			
Central Utah Water Conservancy	\$28,576	\$15,728	\$322	\$435	\$492	\$551	\$610	\$671	\$732	\$794	\$857	\$921	\$986	\$1,052	\$1,119	\$1,187	\$1,256													

Percent to Agency: 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100%

AGENCY BUDGET

Revenues:

Property Tax Revenues:

Utah County	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Nebo School District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Springville	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Central Utah Water Conservancy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Springville Drainage District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Property Tax Revenues	\$0																									

Sales Tax Revenues:	\$3,203,030	\$1,922,906	\$100,000	\$102,000	\$104,040	\$106,121	\$108,243	\$110,408	\$112,616	\$114,869	\$117,166	\$119,509	\$121,899	\$124,337	\$126,824	\$129,361	\$131,948	\$134,587	\$137,279	\$140,024	\$142,825	\$145,681	\$148,595	\$151,567	\$154,598	\$157,690	\$160,844
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Total Revenues	\$3,203,030	\$1,922,906	\$100,000	\$102,000	\$104,040	\$106,121	\$108,243	\$110,408	\$112,616	\$114,869	\$117,166	\$119,509	\$121,899	\$124,337	\$126,824	\$129,361	\$131,948	\$134,587	\$137,279	\$140,024	\$142,825	\$145,681	\$148,595	\$151,567	\$154,598	\$157,690	\$160,844
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Expenses:

Administrative Cost Percent

Administrative Expense	(\$128,121)	(\$76,916)	(\$4,000)	(\$4,080)	(\$4,162)	(\$4,245)	(\$4,330)	(\$4,416)	(\$4,505)	(\$4,595)	(\$4,687)	(\$4,780)	(\$4,876)	(\$4,973)	(\$5,073)	(\$5,174)	(\$5,278)	(\$5,383)	(\$5,491)	(\$5,601)	(\$5,713)	(\$5,827)	(\$5,944)	(\$6,063)	(\$6,184)	(\$6,308)	(\$6,434)
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Amount Remaining for Projects	\$3,074,909	\$1,845,989	\$96,000	\$97,920	\$99,878	\$101,876	\$103,913	\$105,992	\$108,112	\$110,274	\$112,479	\$114,729	\$117,023	\$119,364	\$121,751	\$124,186	\$126,670	\$129,203	\$131,787	\$134,423	\$137,112	\$139,854	\$142,651	\$145,504	\$148,414	\$151,382	\$154,410
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EXHIBIT B

LEGAL DESCRIPTION OF THE BOUNDRIES OF THE PROJECT AREA

BEGINNING AT POINT NORTH 1142.20 FEET AND WEST 6.33 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°19'03" WEST 2535.59 FEET; THENCE EAST 2341.40 FEET; THENCE SOUTH 01°01'48" EAST 518.44 FEET; THENCE SOUTH 00°07'11" EAST 141.73 FEET; THENCE SOUTH 00°23'05" WEST 1079.16 FEET; THENCE SOUTH 00°23'34" WEST 600.23 FEET; THENCE SOUTH 00°22'07" WEST 1667.36 FEET; THENCE NORTH 89°17'42" WEST 695.63 FEET; THENCE NORTH 89°26'08" WEST 704.50 FEET; THENCE SOUTH 89°30'28" WEST 747.51 FEET; THENCE SOUTH 89°26'02" WEST 354.77 FEET; THENCE NORTH 00°10'13" WEST 325.96 FEET; THENCE SOUTH 89°15'28" EAST 34.35 FEET; THENCE NORTH 00°04'39" EAST 1139.17 FEET; THENCE NORTH 89°38'22" EAST 152.48 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

SUMMARY OF ORDINANCE

PUBLIC NOTICE IS HEREBY GIVEN that on November 17, 2015, the Springville City Council (the "City Council"), adopted Ordinance ____ (the "Ordinance") adopting the Springville North Community Development Project Area Plan (the "Plan") for an Community Development Project Area (the "Project Area") located in Springville, Utah, with the approximate boundaries of 1200 North on the north, 2400 West on the west, 400 North on the south, and I-15 SB X261/Frontage Road/SR 75 Ramp on the east and designating the Plan as the official Plan and Project Area. The Springville Redevelopment Agency has found and determined that (a) there is a need to effectuate a public purpose; (b) there is a public benefit under the analysis shown by the Plan; (c) it is economically sound and feasible to adopt and carry out the Plan; (d) the Plan conforms to the general plan of the City; and (e) carrying out the Plan will promote the public peace, health, safety, and welfare of the community in which the Project Area is located. Complete copies of the Ordinance and the Plan are available for public inspection in the office of the City Recorder at the City offices at 110 South Main Street, Springville, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m., Monday through Friday for a period of at least thirty (30) days from and after the date of publication of this notice. Notice is further given that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the Plan or the procedure used to adopt the Plan, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

DATED this _____ day of November, 2015.

Kim Rayburn, City Recorder



STAFF REPORT

DATE: November 12, 2015

TO: The Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: **CONSIDERATION OF APPROVING A BOUNDARY LINE AGREEMENT BETWEEN THE CITY AND MICHAEL DODSON WITH RESPECT TO CLYDE PARK.**

RECOMMENDATION

Motion to Approve a Boundary Line Agreement between the City and Michael Dodson with respect to the western boundary of Clyde Park contingent upon the City's surveyor approving the final boundary line legal description and the City Attorney approving the form of the final boundary line agreement.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

Springville City has a goal to clean up boundary lines associated with properties that have overlaps, gaps, remnant disputes, and other boundary line discrepancies.

BACKGROUND:

Mr. Dodson is the property owner to the west of Clyde Park and he is in the process of selling his home. There are gaps between his recorded legal descriptions and that of the park. Mr. Dodson's title company has assisted in creating a new legal description to alleviate the gaps between the properties and establish his boundary line at the fence line along the western boundary of Clyde Park.

The legal description provided to the City for the new boundary line has not yet been surveyed. As such, the City's surveyor has requested that the legal description be surveyed prior to the City executing a boundary line agreement.

ALTERNATIVES:

Do not approve the boundary line agreement.

FISCAL IMPACT:

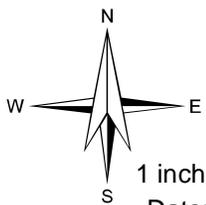
None.

Attachments: Boundary Line Agreement
Map of Properties and New Proposed Boundary Line

CITY COUNCIL AGENDA



CLYDE PARK - DODSON BLA



1 inch = 100 feet
Date: 11/9/2015

Legend
 Proposed BLA

When recorded, mail to:
United West Title
961 South Orem Blvd.
Orem, UT 84058

UW-5732

BOUNDARY LINE AGREEMENT

AGREEMENT, made and entered into this ____ day of _____, 2015, by and between **Springville City**, hereinafter referred to as Party of the First Part; and **Michael A. Dodson**, hereinafter referred to as Party of the Second Part, for the purpose of fixing and determining the boundary and division line between adjoining parcels of land owned by said parties, which boundary line is now uncertain because of discrepancies between the established record title lines. An established title boundary line now exists as the accepted boundary between the two parties described as follows:

See Attached Exhibit "A"

WHEREAS, the herein above described existing title line separates the parcels of land and constitutes a division line between the same that has long been recognized by the parties hereto and their predecessors in title as the boundary and division lines between their said parcels of land.

THE PARTIES AGREE THAT THE established title line as the same now exists shall constitute the boundary and division line between the said parcel of land in the possession of the parties hereto. Each of the said parties hereby recognizes and agrees that the other party is the legal owner up to said title line of the respective parcel of land in such party's possession, and the parties further agree that these stipulations shall apply to and be binding upon them, their heirs, personal representatives and assigns.

PURSUANT to the foregoing stipulations and for the value received the receipt of which is acknowledged, Parties of the First Part, hereby remise, release and forever quit claim to the aforesaid Parties of the Second Part, any and all title and interest which he may have in and to all lands in the possession of each of said Parties of the Second Part, adjoining and adjacent to said title lines above described; and, for value received, the receipt of which is hereby acknowledged, the said Parties of the Second Part hereby remise, release and forever quit claim to, Party of the First Part, as their interest appear herein, any and all right, title and interest which said parties of the Second Part may have in and to all the land in the possession of the said Party of the First Part, lying within the boundaries of the afore described title line, being the parcel of land in possession of the said, Party of the First Part, herein above described.

IN WITNESS WHEREOF, the parties have hereunto signed their names to the agreement the day and year first above written.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

Springville City

by:
its:

Michael A. Dodson

STATE OF UTAH)
)SS
County of Utah)

On the ____ day of _____, 2015, personally appeared before me, a Notary Public in and for the State of Utah, _____ the _____ of Springville, City, the signers of the above instrument who duly acknowledged to me that they executed the same.

Notary Public

STATE OF UTAH)
)SS
County of Utah)

On the ____ day of _____, 2015, personally appeared before me a Notary Public in and for the State of Utah, Michael A. Dodson the signer of the above instrument who duly acknowledged to me that he executed the same.

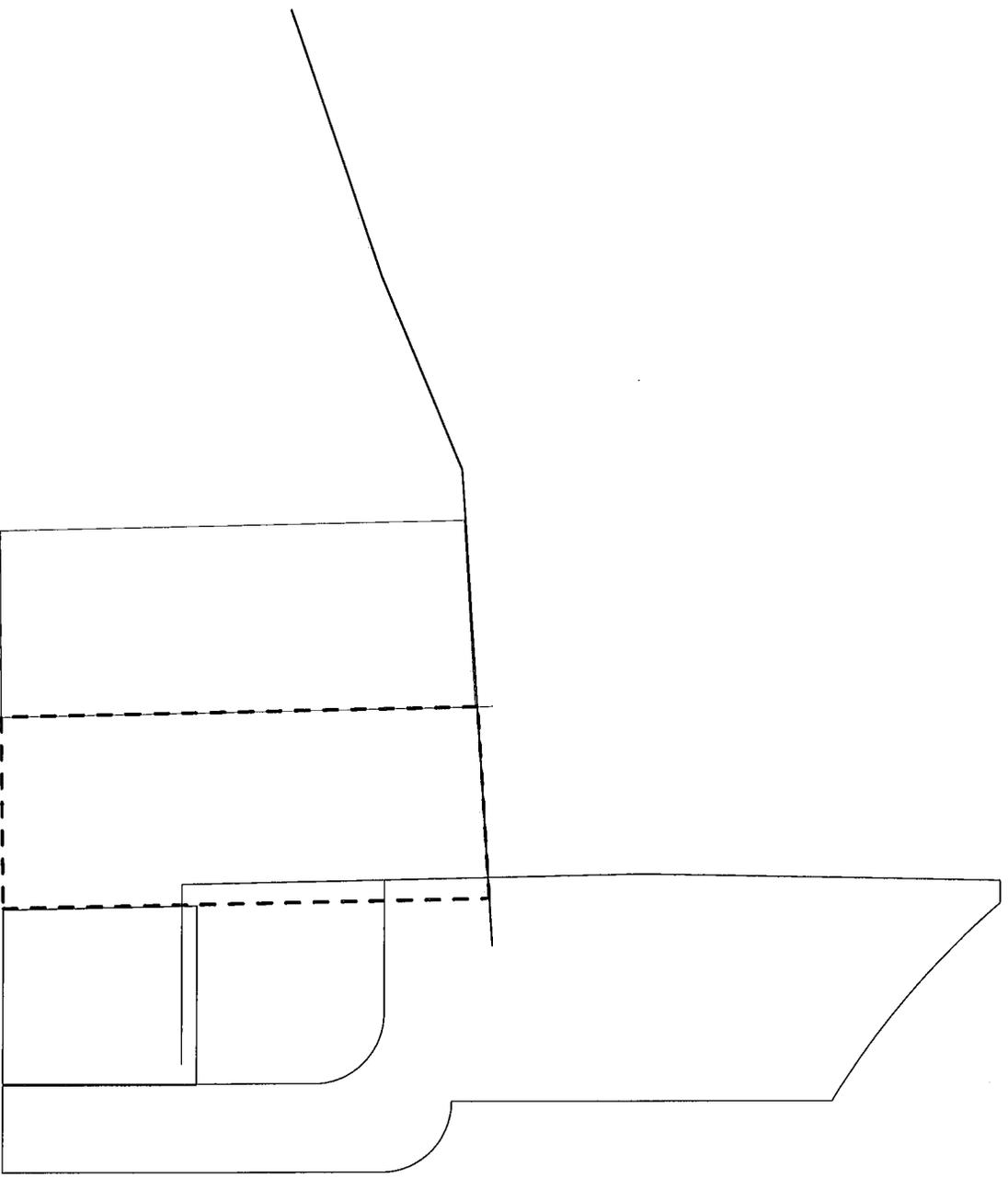
Notary Public

EXHIBIT "A"

UW-5732

Commencing North 1346.10 feet and West 20.80 feet from the South Quarter Corner of Section 3, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence along an existing fence North $01^{\circ}09'29''$ West 276.162 feet to the South boundary of Del Nene East Subdivision Plat "A", thence along said plat South $86^{\circ}07'44''$ West 108.15 feet; thence South $01^{\circ}10'14''$ East 270.427 feet, more or less to the North right of way of 2000 North; thence along said right of way North $89^{\circ}10'07''$ East 107.972 feet to the point of beginning.

C: /FASTMAP/
FILES/
UM-1000/
UM-5732/
TAX#3
TAX#20
TAX#12
TAX#11
PLAT
NEW



NEW
Township Section
Range Corner

Shot	Direction	Distance	E-X Total	N-Y Total
	Starting point		0.0000	0.0000
1.	N O R T H	1346.100	0.0000	1346.1000
2.	W E S T	20.800	-20.8000	1346.1000
	Point of beginning		-20.8000	1346.1000
3.	N 1° 9' 29" W	276.162	-26.3874	1022.2052
4.	S 86° 7' 44" W	108.150	-134.2842	1614.9037
5.	N 1° 10' 14" E	270.427	128.7803	1344.5336
6.	N 89° 10' 7" E	107.972	-20.8000	1346.1000

to the P.O.B.

to the South boundary of
Del Wene East Subd. Plat A,
thence along said plat

more or less to the North
PLW of 2000 North, thence
along said PLW

C: /FASTMAP/
FILES/
UW-1000/
UW-5732/
NEW

Commenting

From the SW. 3
1/4 corner of SW. 3
T8S, R3E SUB. 2000
North



Sqr. Ft. = 29515.58

Acres = 0.6776