



**REGULAR AGENDA
SPRINGVILLE REDEVELOPMENT AGENCY
JANUARY 05, 2021 AT 6:15 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663**

CALL TO ORDER

REGULAR AGENDA

1. Consideration of a Participation Agreement for the Frontage Road RDA - John Penrod, Assistant City Administrator/City Attorney

MOTION FOR REVIEW AND FINALIZATION OF THE JANUARY 05, 2021 MINUTES

ADJOURNMENT

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE - POSTED 12/29/2020

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.

Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means and the meeting will be conducted pursuant to Springville City Municipal Code 2-4-102(4) regarding electronic meetings. s/s - Kim Crane, CMC, City Recorder





STAFF REPORT

DATE: December 9, 2020

TO: The Springville City Redevelopment Agency

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION TO APPROVE ENTERING INTO THE FRONTAGE ROAD NEIGHBORHOOD DEVELOPMENT PROJECT AREA PARTICIPATION AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF SPRINGVILLE CITY AND SPRINGPOINTE TENNIS PARTNERS, LLC.

RECOMMENDED MOTIONS

Motion to approve Resolution No. ____ that approves the execution of the Frontage Road Neighborhood Development Project Area Participation Agreement by and Between the Redevelopment Agency of Springville City and SpringPointe Tennis Partners, LLC.

BACKGROUND

The Springville Redevelopment Agency's "Frontage Road Neighborhood Development Plan" was adopted in late 1999. This is the only active project area within the Agency's boundaries that is collecting and distributing tax increment. The project area consists of approximately 96.65 acres.

It took almost 10 years after the project area was approved and adopted for a building to be constructed within the project area. In 2010, Sam Dexy Properties, LLC, ("Sam Dexy") subdivided 20.5 acres of property on the north end of the of the project area and constructed the Informercial building.

Shortly after Sam Dexy constructed the Informercial building, the construction of other buildings commenced. To date, developers have constructed eight commercial buildings totaling approximately 207,450 sq. ft. within the project area, and there are three commercial buildings under construction, with several other buildings in the planning stage.

The owner of Sam Dexy, Doug Fowkes, has recently approached the RDA requesting tax increment for another building under construction in the Sam Dexy Subdivision. The new building is an indoor tennis court. (Mr. Fowkes' application for tax increment is attached to this staff report.)

DISCUSSION

Doug Fowkes' most recent request for approximately \$135,000 in tax increment seems to be a reasonable request based on the below two reasons:

- Plan Objectives. The payment of tax increment for an indoor tennis court facility arguably meets the Frontage Road Neighborhood Development Plan (the “Plan”) objectives, as follows:
 - o One of the Plan’s objectives is to develop property in a way that the “area functions as a unified and viable center of social and economic activity for the City.” Mr. Fowkes highlights in his application for tax increment that the tennis “facility will bring hundreds of people from our community together each day. These people will interact, socialize, and develop lasting relationships.” The tennis courts should bring social activity to the City.
 - o Another objective of the Plan is to “promote and market sites for development or redevelopment that would . . . enhance the economic base through diversification.” Currently, neither Springville nor any surrounding cities have an indoor tennis facility that meets the high quality of a facility Mr. Fowkes’ group is constructing. This indoor facility should enhance the economic base by capturing sales tax on a business that is not similar to other businesses and help to bring people to Springville to spend money.
- Tax Increment. Sam Dexy’s Informercial building has already generated approximately \$450,000 in tax increment paid to the RDA. SpringPointe Tennis Partners, LLC, is a company closely related to Sam Dexy, which has generated more tax increment than any other business within the project area.

(For other reasons arguing for the payment of tax increment, please see Mr. Fowkes’ application for tax increment.)

The proposed participation agreement has the following pertinent provisions:

- Tax Increment. The RDA will pay the tax increment from the tennis court facility property for years 2022 through 2024 to the SpringPoint Tennis Partners, LLC. It is anticipated that the tax increment from the property will amount to approximately \$45,000 per year based on the valuation of the indoor tennis court facility. In the event that the property does not generate \$45,000 in one of the three years, the RDA, if it has the funds, will pay the difference between the tax increment and \$45,000 to the tennis group. The intent is to pay at least \$135,000 to the tennis group over a three-year period.
- Conditions. The RDA will not pay any tax increment to the tennis group unless the tennis group pays all property taxes and the RDA actually receives the tax increment.
- Tennis Facility. As part of receiving the tax increment, the tennis group will not charge residents the first initial fee for memberships, which amounts to \$199 for individuals and \$299 for families. If a resident allows their membership to lapse, the resident will have to pay the initial fee when they sign up for a second membership.

FISCAL IMPACT

The RDA will pay approximately \$135,000 to the SpringPointe Tennis Partners, LLC.

Attachments: Proposed Resolution with the Agreement
 Mr. Fowkes' Application

RDA RESOLUTION #2020-XXR

A RESOLUTION APPROVING THE PARTICIPATION AGREEMENT BETWEEN THE SPRINGVILLE CITY REDEVELOPMENT AGENCY AND SPRINGPOINTE TENNIS PARTNERS, FOR DEVELOPMENT WITHIN THE FRONTAGE ROAD NEIGHBORHOOD PROJECT AREA

WHEREAS, the Springville City Redevelopment Agency (the “**Agency**”) has been created and operates pursuant to Utah Code Annotated Title 17C, Community Development and Renewal Agencies Act (the “**Act**”), for the purpose of promoting urban renewal, economic development, and community development projects undertaken within the Agency boundaries;

WHEREAS, under authority of the Act, the Agency created the Frontage Road Neighborhood Project Area (the “**Project Area**”) and adopted a Plan for the Project Area;

WHEREAS, the Agency is authorized to enter into agreements with property owners, governmental entities, private entities and others; and

WHEREAS, the Agency finds the proposed Participation Agreement with SpringPointe Tennis Partners, LLC, attached as **Exhibit A** in harmony and consistent with the Plan for the Project Area and in the best interests of the Agency and the City of Springville.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SPRINGVILLE CITY REDEVELOPMENT AGENCY, STATE OF UTAH:

SECTION 1. Participation Agreement Approval. The Board, having reviewed the matter, hereby approves the Participation Agreement attached hereto as **Exhibit A** and authorizes the Chair and Secretary to execute the Participation Agreement on behalf of the Agency.

SECTION 2. Effective Date. This Resolution shall become effectively immediately upon passage.

PASSED AND ADOPTED BY THE BOARD OF THE SPRINGVILLE CITY REDEVELOPMENT AGENCY, STATE OF UTAH, ON THIS 15th DAY OF DECEMBER, 2020.

Richard J. Child, Chair
Springville City Redevelopment Agency

Attest:

Kim Crane, Agency Secretary

EXHIBIT A
PARTICIPATION AGREEMENT

When Recorded, Return to:

**FRONTAGE ROAD NEIGHBORHOOD DEVELOPMENT PROJECT AREA
PARTICIPATION AGREEMENT
BY AND BETWEEN THE
REDEVELOPMENT AGENCY OF SPRINGVILLE CITY
AND
SPRINGPOINTE TENNIS PARTNERS, LLC**

The parties hereto, the **Redevelopment Agency of Springville City**, a political subdivision of the State of Utah (the “**Agency**”), and **SpringPointe Tennis Partners, LLC**, a Utah limited liability company (“**Participant**”; the Agency and Participant may also be individually referred to as “**Party**” and collectively as “**Parties**”), as of the _____ day of _____, 2020, hereby agree as follows:

1. SUBJECT OF AGREEMENT

1.1. Purpose of the Agreement

The purpose of this Participation Agreement (the “**Agreement**”) is to carry out in part the Project Area Plan (the “**Plan**”) for the Springville Frontage Road Neighborhood Development Project Area (the “**Project Area**”) by providing for the development of facilities and improvements selected, designed, and constructed by Participant in compliance with the Plan (the “**Facilities**”) within the Project Area and to specify the terms and conditions pursuant to which the Agency and Participant will cooperate in bringing about the development and operation of the Facilities, including funds the Agency will provide to assist in the development and operation of the Facilities and other areas which will benefit the Project Area.

1.2. Agreement in the Best Interests of the City and Residents

This Agreement is in the vital and best interests of Springville City (the “**City**”), and the health, safety and welfare of its residents, and in accord with public purposes. This Agreement is carried out pursuant to the “Limited Purpose Local Government Entities – Community Reinvestment Agency Act,” 17C *et seq*, Utah Code Annotated as amended (the “**Act**”).

1.3. The Project Area

The Project Area is located within the boundaries of the City. The exact boundaries of the Project Area are specifically and legally described in the Plan.

1.4. The Project Area Plan

This Agreement is subject to the provisions of the Plan, as adopted and ordained on December 29, 1999 by the Agency and the City Council (the “**Council**”). The Plan is attached hereto as **Exhibit A**.

1.5. Description of the Site

The site of the Facilities (the “**Site**”) is Utah County Parcel Numbers 66:582:0004, as shown on the map included as **Exhibit B**, attached hereto.

1.6. Parties to the Agreement

1.6.1. The Agency

The Agency is a public body, corporate and political, exercising governmental functions and powers, and organized and existing under the Act. The address of the Agency for purposes of this Agreement is:

Redevelopment Agency of Springville City
Attn: City Administrator
110 South Main Street
Springville, Utah 84663
Email: tfitzgerald@springville.org

1.6.2. Participant

Participant is SpringPointe Tennis Partners, LLC and Participant’s assignees (collectively “**Participant**”). Participant’s address for purposes of this Agreement is:

SpringPointe Tennis Partners, LLC
Attn: Doug Fowkes
2069 West 1150 North
Springville, Utah 84663
Email: moviemanfwks@yahoo.com

1.7. Prohibition against Certain Changes

1.7.1. Acknowledgement by Participant

Participant acknowledges the importance of the development of the Project Area to the general welfare of the community, the public assistance set forth in this Agreement that has been made available by law and by the Agency for the purpose of making the development of the Facilities and Site within the Project Area possible, that a significant change in the identity of Participant may be considered, for practical purposes, a transfer or disposition of the Project, the qualifications and identity of Participant are of particular concern to the Agency, and that it is because of such qualifications and identity that the Agency is entering into this Agreement with Participant

1.7.2. Transfers of Property by Participant

Participant represents and agrees for itself and any successor in interest that, during the term of this Agreement, Participant shall not deed, sell, convey, assign or otherwise alienate, lease, or sublease the Site or any portion thereof or any interest therein without the prior written approval of the Agency, and that the Agency may withhold its approval if such deed, sale, conveyance, assignment, alienation, lease or sublease would result, in the sole opinion of the Agency, in the economic development goals of the Agency not being met. Notwithstanding the foregoing, upon at least 30 days written notice to the Agency, Participant shall be entitled (without the consent of the Agency) to transfer the Site or Participant's interest in the Site to any majority-owned or controlled subsidiary or affiliate (or sister company that has substantially the same owners) of Participant, that agrees to continue to operate the Facility in substantially the same form and to undertake all obligations of Participant. The Agency agrees not to unreasonably withhold, condition or delay approval of a sale or transfer of the Site or Participant's interest in the Site to a third party.

1.7.3. Assignment or Transfer of Agreement

For the reasons cited above, Participant represents and agrees for itself and its successors and assigns that during the term of this Agreement Participant will not assign or transfer or attempt to assign or transfer all or any part of this Agreement, or any rights herein or obligations hereunder, without the prior written consent of the Agency and that the Agency may withhold its approval if such assignment or transfer would result, in the sole opinion of the Agency, in the economic development goals of the Agency not being met. Notwithstanding the foregoing, in connection with the transfer of the Site under Section 1.7.2 or an assignment for security purposes, Participant shall be entitled (without the consent of the Agency) to assign this Agreement to any majority-owned or controlled subsidiary or affiliate (or sister company that has substantially the same owners) of Participant, that agrees to undertake all obligations of Participant. The Agency agrees not to unreasonably withhold, condition or delay consent to an assignment of this Agreement in connection with a sale of the Site to a third party. Except as otherwise provided for herein, the assignment or delegation of this Agreement without the prior written consent of the Agency is a

material breach of this Agreement, and relieves the Agency of any obligation to Participant under this Agreement. As a condition of the Agency approving an assignment of this Agreement by Participant the Agency may, among other things, require the proposed assignee to execute an acknowledgement of its acceptance to perform all duties and obligations of Participant under this Agreement.

1.7.4. Transfer to Tax-Exempt Organization

Notwithstanding anything in this Agreement to the contrary, any attempt by Participant or its successors in interest to transfer any of the real or personal property within the Site to a tax-exempt organization or otherwise to exempt any of the real or personal property within the Project Area from *ad valorem* property taxation without the prior written consent of the Agency constitutes a material breach of this Agreement and will entitle the Agency, in its sole discretion, to terminate this Agreement and cease further payments under this Agreement to Participant or its successors or assigns.

1.7.5. Continuing Obligations

Except in connection with an authorized assignment of this Agreement pursuant to Section 1.7.3, in the absence of a specific written agreement by the Agency, no assignment or transfer of this Agreement, in whole or in part, or approval of any assignment or transfer of this Agreement by the Agency, relieves Participant from any obligation under this Agreement. All of the terms, covenants, and conditions of this Agreement are and will remain binding upon Participant and its successors and assigns.

1.7.6. Payment of Tax Increment After Transfer

In the event that any portion of this Agreement is assigned or transferred as described in Section 1.7.3, the Agency shall pay the entire Participant's Tax Increment Share (as defined in Section 2.1) to the person or entity that is a party to this Agreement and is the Participant for purposes of this Agreement on the last day of the tax year for which the Participant's Tax Increment Share is to be paid.

2. OBLIGATIONS OF THE PARTIES

2.1. Payment of Tax Increment

The Agency agrees that beginning no later than tax year 2022, (paid in 2023) for a period of three (3) years, so long as Participant fulfills all of its obligations set forth herein, the Agency will pay to Participant the percentage shown in the table below of the Tax Increment as defined herein and in the Act, actually generated from the increase in property value within the Site and received by the Agency ("**Participant's Tax Increment Share**").

Tax Year	Increment Percentage
2022	80%
2023	80%
2024	80%

Tax Increment includes increased taxes paid by Participant during the actual operation of the Facility on real estate, inventory, equipment, and any other property (whether tangible or intangible) that may be based on then-current assessment values. The contemplated Tax Increment payment shall be made by the Agency within thirty (30) days after the date on which all of the conditions precedent as set forth in Section 2.3 have been met.

In the event that the Site does not generate at least \$45,000 in tax increment in a certain year during the above three tax years, the Agency, if it has available non-restricted funds, will pay the Participant the difference between the tax increment the Site generates in a year and \$45,000 to make sure that the Participant receives at least \$45,000 for each of the three years.

The Agency must pay to Participant the Participant's Tax Increment Share only to the extent that Tax Increment is actually generated from the Site and actually paid to the Agency. Tax Increment from the Site is the only funding source available or obligated to pay the Participant's Tax Increment Share under this Agreement. Participant acknowledges and agrees that the Agency has no funds or revenue to make payments under this Agreement other than the Tax Increment the Agency receives from taxing entities that levy taxes on the Site.

2.2. Tax Increment

The Plan and payments contemplated in this Agreement will be funded by Tax Increment as that phrase is defined and used in the Act in compliance with the provisions of the Act.

For purposes of this Agreement:

"Tax Increment" means the Taxes levied each year on land, real property improvements, personal property and other taxable property within the Site in excess of the Base Tax Amount (as defined below) for that same property, as defined in the Act, except that the calculation of Tax Increment shall not include taxes levied or paid on residential property within the Site;

"Taxes" means all levies on an *ad valorem* basis upon land, real property improvements, personal property, or any other property;

"Base Tax Amount" for the Site is calculated by multiplying the combined 2021 tax rate of all taxing entities that levy taxes on the Site by the base year taxable value. After calculating the base tax amount as described in the previous sentence, the parties agree that the base tax amount for the Site is \$7,159.86;

“**Participant’s Tax Increment Share**” has the meaning given in Section 2.1 above. Participant’s Tax Increment Share is expressly subject to and limited to the amounts available after the limitations and reductions described in this Agreement.

2.3. Conditions Precedent to the Payment of Participant’s Tax Increment Share

In addition to other provisions in this Agreement, the Agency has no obligation to remit to Participant Participant’s Tax Increment Share unless and until all the following conditions precedent, as detailed in the following subsections, are satisfied: (a) the Agency is entitled to receive the Tax Increment generated by the Site from each Taxing Entity; (b) the Agency has received actual payment of the Tax Increment intended for Participant for that year; (c) Participant has commenced and continues, without interruption, operation of the Facilities as described in Section 2.10 below and elsewhere in this Agreement; and (d) Participant has paid or caused to be paid all real property and *ad valorem* taxes due for the Site. However, notwithstanding all other provisions in this Agreement, the Agency is not obligated to pay to Participant in any one (1) calendar year more than Participant’s Tax Increment Share attributable to the immediately preceding tax year.

2.3.1. Agency is Entitled to Receive Tax Increment Payments

The Agency is not obligated to pay to Participant Participant’s Tax Increment Share unless the Agency is legally entitled to receive the Tax Increment payments from each Taxing Entity.

2.3.2. Agency has Actually Received Tax Increment Payments

The Agency is not obligated to pay to Participant Participant’s Tax Increment Share unless the Agency has actually received the full amount of Participant’s Tax Increment Share.

2.3.3. Continued Operation of the Facilities

The Agency is not obligated to pay to Participant Participant’s Tax Increment Share unless Participant has continuously operated the Facilities for the entire year for which payment of Participant’s Tax Increment Share is being sought. For purposes of this section, Participant shall be deemed to have continuously operated the Facilities notwithstanding temporary cessation of operations for inspection, maintenance, repair, replacement, and/or events of force majeure.

2.3.4. Payment of Taxes

Participant shall not receive any payment from the Agency for any period until the Agency has received documentation from Participant that all real property and *ad valorem* taxes as described in Section 2.4 have been paid by Participant. Notwithstanding the foregoing, Participant may at its cost and expense petition to have the assessed valuation of the Site reduced or may initiate proceedings to contest the real property taxes. Participant acknowledges that any reduction

in assessed value of the Site or Project Area will result in a corresponding reduction in the Participant's Tax Increment Share. Upon the final determination of any proceeding or contest, Participant shall immediately pay the real property taxes due, together with all costs, charges, interest and penalties incidental to the proceedings. If Participant does not pay the real property taxes when due and contests such taxes, Participant shall not be in default under this Agreement for nonpayment of such taxes if Participant deposits funds with the Agency or opens an interest-bearing account reasonably acceptable to the Agency. The amount of such deposit shall be sufficient to pay the real property taxes plus a reasonable estimate of the interest, costs, charges and penalties that may accrue if Participant's action is unsuccessful. The deposit shall be applied to the real property taxes due, as determined at such proceedings. The real property taxes shall be paid under protest from such deposit if such payment under protest is necessary to prevent the Site from being sold under a "tax sale" or similar enforcement proceeding.

2.4. Payment of Real Property and *Ad Valorem* Taxes

During the term of this Agreement, Participant and any successors in interest agree to pay, prior to delinquency, all real property and other *ad valorem* taxes and assessments assessed against any portion of the Site or improvements thereon or any other property, including personal property, located within the Site. Subject to Participant's right to petition to have the assessed valuation of the Site reduced or initiate proceedings to contest the real property taxes, Participant must remove, or must cause to be removed, any levy or attachment made on the Site or any portion thereof, or must assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder or default on any lease thereof.

2.5. Reduction of or Elimination of Tax Increment

Subject to Participant's rights, if the provisions of Utah law which govern the payment of Tax Increment to the Agency are changed or amended so as to reduce or eliminate the amount paid to the Agency under the Act or agreements, the Agency's obligation to pay Participant annually Participant's Tax Increment Share, as applicable, will be proportionately reduced or eliminated. Notwithstanding any change in law, Participant specifically reserves and does not waive any right it may have to challenge, at Participant's cost and expense, the constitutionality of any law change(s) that would reduce or eliminate the payment of Tax Increment to the Agency and/or Participant's Tax Increment Share and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of Tax Increment to the Agency and/or Participant's Tax Increment Share. Participant acknowledges, understands, and agrees that the Agency is under no obligation to challenge the validity, enforceability, or constitutionality of a change in law that reduces or eliminates the payment of Tax Increment to the Agency and/or Participant's Tax Increment Share, or to otherwise indemnify or reimburse Participant for its actions to independently do so.

2.6. Declaration of Invalidity

If a court of competent jurisdiction declares that the Agency cannot receive the Tax Increment, invalidates the Project Area, or takes any other action which eliminates or reduces the amount of Tax Increment or incentive paid to the Agency, the Agency's obligation to annually pay Participant's Tax Increment Share in accordance with this Agreement will be proportionately reduced or eliminated.

2.7. Dispute over Receipt of Payment of Tax Increment

In the event a dispute arises as to the person or entity entitled to receive Participant's Tax Increment Share under this Agreement due to a claimed assignment or claimed successor in interest to Participant's Tax Increment Share or otherwise, the Agency may withhold payment of Participant's Tax Increment Share until the dispute is resolved either by agreement or by a court of competent jurisdiction. The Agency shall be entitled to deduct from its payment of Participant's Tax Increment Share any costs or expenses, including reasonable attorneys' fees, incurred by the Agency due to the dispute provided, however, in the event of litigation initiated by the Agency, that the Agency shall not be entitled to deduct its costs or expenses, including reasonable attorneys' fees, where the Agency is not the prevailing party.

2.8. Nature of Participant' Obligations

To qualify to receive Participant's Tax Increment Share as set forth herein, Participant shall fulfill all of its obligations as set forth in this Agreement.

2.9. Construction of the Facilities

Participant shall use commercially reasonable efforts to construct the Facilities and improve the Site in compliance with the Plan and this Agreement, and shall at its own expense construct upon the Site buildings and structures reasonably required for the operation of the Facilities. The construction shall include the installation of all public and private utilities necessary for operation of the Facilities not already otherwise provided.

2.10. Operation of the Facilities

Participant shall operate as the Facility an indoor tennis facility on the Site. The Facility shall be constructed and operated, and offer amenities, in accordance with standards similar to or exceeding the standards of other indoor tennis facilities. As part of the operation of the tennis facility on the Site, Participant shall waive any and all initial fees for the memberships of individuals (\$199) and families (\$299) who are Springville residents. Participant is only required to waive the initial fee for the first time an individual or family signs up for a membership.

2.11 Continuing Operations

The operations described in Section 2.10 shall continue throughout the term of this Agreement as set forth in Article 4. For purposes of this section, the Facilities shall be considered to be in operation if Participant is operating the Facilities to reasonable commercial standards on the Site. If Participant ceases to operate the Facilities for any reason other than for inspection, maintenance, repair, replacement, and/or resulting from events of force majeure, such cessation shall be a Default as described in Article 5.

2.11. Funding Responsibility

The Parties understand and agree that funding for the construction of the Facilities on the Site and related improvements comes entirely from Participant's internal capital or from financing obtained by Participant. The Agency shall not be liable or responsible for providing, obtaining, or guaranteeing such financing.

2.12. Expiration of Tax Increment

Participant acknowledges that under the Plan the Agency is only entitled to receive Tax Increment from the Site for twenty-five (25) years from the date the Plan was adopted by the Agency and the City (the "**Expiration Date**"). Participant also acknowledges that the payments of Participant's Tax Increment Share as described in Article 2 of this Agreement may extend beyond the Expiration Date and that the Agency is not presently entitled to collect Tax Increment from the Site, or distribute Tax Increment from the Site, beyond the Expiration Date. Notwithstanding any other provisions of this Agreement, Participant acknowledges and agrees that the Agency will not, and shall not be required to, pay to Participant the Participant's Tax Increment Share for any time periods beyond the current Expiration Date unless the Project Area Plan and Project Area Budget are amended to allow the payment of Tax Increment to the Agency beyond the current Expiration Date. Although the Agency may seek to amend the Plan or take other actions to extend collection of Tax Increment from the Project Area and the Site, the Agency is under no obligation to do so or to attempt to do so under this Agreement.

3. OPERATION AND DEVELOPMENT OF THE SITE

3.1. Development of the Facilities

Participant will at all times be responsible for all development and operation of the Facilities pursuant to the Plan and this Agreement. Recognizing the level of capital investment by Participant in the development of the Facilities, the Agency has determined that it is in the best interests of the residents of the City to provide Tax Increment to Participant as an incentive to undertake the development and continued operation of the Facilities as contemplated in this Agreement and in the Plan.

Participant must responsibly prepare, or cause to be prepared, all plans and secure all permits for the development of the Facilities. All plans must be in accordance with all applicable

federal, state and local laws and regulations. Before commencing construction of the Facilities, Participant must use commercially reasonable efforts to secure or cause to be secured all zoning or land-use approvals and permits required in order to proceed with the construction of the Facilities.

3.2. Construction and Operation

Participant agrees to use commercially reasonable efforts to construct and thereafter operate the Facilities on the Site according to the terms of this Agreement. During the term of this Agreement, Participant and the Agency hereby agree as follows:

3.2.1. Hold Harmless Agreement

Participant agrees to defend and hold the Agency and its directors, officers, agents, employees, representatives, contractors, attorneys and consultants harmless for any and all claims, liability, and damages arising out of any work or activity of Participant and its directors, officers, agents, employees, consultants and contractors.

3.2.2. Hazardous, Toxic, and/or Contaminating Materials

Participant agrees to defend and hold the Agency, its directors, officers, agents, employees, representatives, contractors, attorneys and consultants, harmless from any and all claims, liability, costs, fines, penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials, except where such liability, costs, fines, penalties, charges and/or claims are due to the actions of the Agency or where such claims existed (regardless of whether asserted) prior to the effective date of this Agreement.

3.2.3. Indemnification

Participant agrees to and shall indemnify and hold the Agency and its directors, officers, agents, employees, representatives, attorneys, consultants and contractors harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person, directly or indirectly caused by any acts done thereon or any errors or omissions of the Agency and its directors, officers, agents, employees, representatives, contractors and consultants except for willful misconduct or negligent acts or omissions of Participant or its directors, officers, agents, employees, consultants and contractors.

3.2.4. Discrimination

Participant agrees for itself and its successors and assigns that it will not unlawfully discriminate against any employee or applicant for employment, or any contractor or any bidder on any contract.

3.2.5. Local, State, and Federal Laws

Participant shall construct and operate the Facilities thereon in conformity with all applicable laws; provided, however, that nothing herein shall limit the right of Participant to properly challenge any such law or the applicability of such law.

3.2.6. City and Other Governmental Agency Permits

Participant shall, at its own expense, use commercially reasonable efforts to secure or cause to be secured, any and all permits which may be required by the City or any other governmental agency affected by the development or operation of the Facilities.

3.2.7. Rights of Access

Representatives of the Agency shall have the right of reasonable access to the Site and any and all improvements thereon, including the Facilities, for purposes of inspection, with reasonable and prior notice, and without charges or fees, at normal hours. Such representatives of the Agency and other visitors to the Site shall observe any reasonable rules adopted by Participant for purposes of maintaining safety and security on the Site, including requirements that such representatives or visitors be escorted by the general manager or other designated agent of Participant at all times. Such representatives of the Agency shall be those who are so identified in writing by the Agency. The Agency agrees to and shall indemnify and hold Participant harmless from and against all liability, loss, damage, costs, or expenses arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur as a result of or arising from the Agency's entry upon or activities on the Site, except that this indemnity shall not apply to proportional negligence or willful misconduct of Participant.

3.2.8. Responsibility of the Agency

The Agency shall not have any obligation under this Agreement other than those specifically provided for herein. Nothing herein shall be construed as requiring the Agency to pre-approve or prejudge any matter, or as otherwise binding the Agency's discretion or judgment on any issue prior to an appropriate hearing (if required), review, or compliance with any other requirement.

4. EFFECT AND DURATION OF COVENANTS; TERM OF AGREEMENT

The covenants, including but not limited to conformance with federal, local, and state laws, established in this Agreement shall, without regard to technical classification and designation, be binding on Participant and any successors in interest to the Site for the benefit and in favor of the Agency, its successors and assigns during the term of this Agreement, which shall terminate upon the final payment of Participant's Tax Increment Share, or expiration of the Project Area Plan and Project Area Budget, whichever occurs first.

5. DEFAULTS, REMEDIES AND TERMINATION

5.1. Default

If either the Agency or Participant fails to perform or delays performance of any material term or provision of this Agreement, such conduct not cured within the applicable cure period set forth in this Article 5 constitutes a default of this Agreement (“**Default**”). The Party in default must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within the periods provided in Section 5.3 hereof.

5.2. Notice

If a Default under this Agreement occurs, the non-defaulting Party shall give written notice (a “**Default Notice**”) of the Default to the defaulting Party, specifying the nature of the Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default, nor shall it operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any of its rights and remedies shall not deprive the other Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.3. Cure Period

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject Default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto, or, where the default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A Default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within thirty (30) days. If the Default is not cured, or commenced to be cured if such default is of a nature which cannot be cured within thirty (30) days, by such Party within thirty (30) days of delivery of the Default Notice, the non-defaulting Party, at its option, may institute an action for specific performance of the terms of this Agreement or pursue such other rights and remedies as it may have.

5.3.1. Rights and Remedies

Upon the occurrence of a Default (following the expiration of the applicable cure period provided herein or by law), the non-defaulting Party shall have all rights and remedies against the defaulting Party as may be available at law or in equity to cure, correct or remedy any Default, to terminate this Agreement, to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such rights and

remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same Default or any other Default by the defaulting Party.

5.3.2. No Consequential Damages

Notwithstanding anything to the contrary contained in this Agreement, no party to this Agreement shall be liable for any consequential, special, indirect, incidental, exemplary or punitive damages of any kind or nature whatsoever, or any lost income or profits, regardless of whether arising from breach of contract or tort, even if advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen.

5.3.3. Legal Actions

5.3.3.1. Venue

All legal actions between the Parties, arising under this Agreement, shall be conducted exclusively in the Fourth District Court for the State of Utah located in Utah County, Utah, unless they involve a case with federal jurisdiction, in which case they shall be conducted exclusively in the Federal District Court for the District of Utah.

5.3.3.2. Service of Process

Service of process on the Agency shall be made by personal service upon the Chairman or Executive Director of the Agency or in such other manner as may be provided by law.

Service of process on Participant shall be by personal service upon its Registered Agent, or in such other manner as may be provided by law, whether made within or without the State of Utah.

5.3.3.3. Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement, without regard to conflict of laws principles.

6. GENERAL PROVISIONS

6.1. Authority

Each Party hereby represents and warrants to the other that the following statements are true, complete, and not misleading as regards the representing and warranting party: (a) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder; (b) those executing this Agreement on behalf of each Party do so with the full authority of the Party each represents; (c) this Agreement constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

6.2. Notices, Demands, and Communications between the Parties

Formal notices, demands, and communications between the Agency and Participant shall be sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return-receipt requested, to the principal offices of the Agency and Participant, as designated in Sections 1.6.1 and 1.6.2 hereof. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by formal notice hereunder. Delivery of notice shall be complete upon mailing or making physical delivery of the writing containing the notice.

6.3. Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a 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 unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

6.4. Nonliability of Agency Officials and Employees

No director, officer, agent, employee, representative, contractor, attorney or consultant of the Agency shall be personally liable to Participant, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to Participant or to its successor, or on any obligations under the terms of this Agreement.

6.5. Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; terrorist activity; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; acts of the other Party; or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent, whether on the part of the Agency's Executive Director or its governing board or on the part of Participant, to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and Participant by mutual agreement.

6.6. Approvals

Whenever the consent or approval is required of any Party hereunder, except as otherwise herein specifically provided, such consent or approval shall not be unreasonably withheld or delayed.

6.7. Time of the Essence

Time shall be of the essence in the performance of this Agreement.

6.8. Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the Parties hereto.

6.9. No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create for either Party any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any benefits hereunder accrue to any third party.

6.10. Incorporation of Exhibits

All exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

6.11. Recording

This Agreement, or an abstract hereof, may be recorded against the Site by either Party.

7. DUPLICATION, INTEGRATION, WAIVERS, AND AMENDMENTS

7.1. Duplicate Originals

This Agreement may be executed in duplicate originals, each of which shall be deemed an original.

7.2. Integration

This Agreement (including its exhibits) constitutes the entire understanding and agreement of the Parties. When executed by the Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the Site.

7.3. Waivers and Amendments

All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement between Participant and the Agency.

[Remainder of page intentionally left blank; signature pages to follow]

**REDEVELOPMENT AGENCY OF
SPRINGVILLE CITY**

By: _____
Name:
Title:

Attest:

By: _____
Name:
Title:

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

In the County of Utah, State of Utah, on this _____ day of _____, 2020, before me, the undersigned notary, personally appeared _____ and _____, the _____ and the _____, respectively, of the Redevelopment Agency of Springville City, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary and on behalf of the Redevelopment Agency of Springville City by authority of a Resolution of its Board of Directors.

Notary signature and seal

**SPRINGPOINTE TENNIS PARTNERS,
LLC**

By: _____
Name:
Title:

STATE OF _____)
: ss.
COUNTY OF _____)

In the County of _____, State of _____, on this ____ day of _____, 2020, before me, the undersigned notary, personally appeared Doug Fowkes, the managing member of SpringPointe Tennis Partners, LLC, who is personally known to me or who proved to me his/her identity through documentary evidence to be the person who signed the preceding document in my presence and who swore or affirmed to me that his/her signature is voluntary and on behalf of said limited liability company.

Notary signature and seal

Exhibit A

Project Area Plan

Exhibit B

Site Map



Community Development
110 South Main Street
Springville, UT 84663

801.491.7861
www.springville.org

PLANNING COMMISSION REVIEW APPLICATION

REVIEW FEE \$ _____

Cash or Check Only (GL# 411)

APPLICATION FOR RDA PROPERTY TAX RELIEF

PROJECT INFORMATION				
Project Name: Springville Tennis and Pickleball Center			Pre-Application Review Date:	
Project Location: 2069 West 1150 North, Springville Parcel # 66:582:0004				
Brief Description of Proposal: Requesting RDA Property Tax Relief				
DEVELOPER INFORMATION				
Applicant: Douglas Fowkes				
Mailing Address: 820 East 1125 North			Phone: 801 830 1444	
City: Springville	State: Utah	Zip: 84663	Mobile: 801 830 1444	
Email:				
PROPERTY OWNER INFORMATION				
Name: Sam Dexy Properties				
Address: 820 East 1125 North			Phone: 801 400 1630	
City: Springville	State: Utah	Zip: 84663	Mobile: 801 830 1444	
Email:				
ENGINEER, ARCHITECT OR SURVEYOR				
Company: GENERAL: L&T Construction		Contact: Dave Denison		
Address: 215 South Orem Blvd.			Phone: 801 226 0800	
City: Orem	State: Utah	Zip: 84058	Mobile: 801 836 6235	
Email: davedenison@l-tconstruction.com				

The undersigned hereby certifies that this application has been made with the consent of the lawful property owner(s) and that all information submitted with this application is complete and accurate.

/DOUGLAS J. FOWKES/

Applicant / Agent Signature

August 7, 2020

Date

SPRINGVILLE TENNIS & PICKLEBALL CENTER

We are seeking RDA Property Tax Relief



Features 10 Tennis Courts and 8 Pickleball Courts—with additional crossover lines for up to 24 Pickleball Courts! Usage is flexible based on demand. 45,000 Sq ft.



I-----OUTDOOR COURTS-----I-----INDOOR COURTS-----I

FUNDING EFFORTS:

The estimated construction cost of this facility is \$5,200,000.00. It will be 100% privately funded. However, we are seeking RDA property tax relief to aid in the ongoing operational costs. In this document, you will see that RDA property tax relief will assist in providing a host of benefits to Springville City, including but not limited to, lower hourly usage fees; creation of local jobs; more business for Springville restaurants, hotels, and stores; a new and valuable resource for exercise, health, and fitness; and ultimately will draw more residents and surrounding businesses into Springville City, thereby increasing the tax base.

LOCATION MAP:

ADDRESS: 2069 West 1150 North, Springville Utah 84663. Freeway Frontage
RDA DESIGNATED LAND Sam Dexy Properties - Parcel # 66:582:0004



HIGHLIGHTS and BENEFITS to the COMMUNITY:

- **COMMUNITY CENTERED PROJECT:** Tennis and Pickleball programs offered at this facility will bring hundreds of people from our community together each day. These people will interact, socialize, and develop lasting relationships.
- **PROMOTES HEALTH, EXERCISE, and FITNESS:** Exercise is important for good health. People choose to get their exercise in different ways. Many people are choosing Tennis and Pickleball as a fun way to get their exercise.
- **YOUTH PROGRAMS:** There will be junior programs for youth, to teach them these valuable sports. These are sports they can play their entire lives. Learning and excelling at a sport can create confidence and self-worth in our youth. We need to keep our youth engaged in positive, productive activities like these.
- **ADULT PROGRAMS:** USTA TENNIS and USAPA PICKLEBALL clubs will be based out of this facility, including the current USTA National Championship Tennis team.
- **TOURNAMENTS:** Local, state, and regional tournaments hosted at this facility will bring in people from all over...both from inside and outside of the state. These people will frequent Springville restaurants, hotels, and stores.
- **LOCAL COMMUNITY JOB OPPORTUNITIES:** Teachers, Trainers, Coaches, Management, and Staff will be needed to run the facility.

PROPERTY TAX RELIEF NEEDED:

Our research indicates that by offering both Tennis AND Pickleball, this business will be profitable—but the margins are slim. Property Tax Relief—especially in the beginning “growth” years—is crucial for us! By granting RDA property tax relief, we can charge lower fees. By helping us to make this business successful, you will be doing a great service to hundreds of people from our community on a daily basis.

NO IMPACT TO SPRINGVILLE TAX PAYERS

My Springville based company, Sam Dexy Properties, pays significant property taxes. \$69,000+ annually. The taxes paid by my company alone are more than enough to cover the RDA property tax reimbursement to the Tennis and Pickleball center. No other Springville tax payers will be affected.

NEBO SCHOOL DISTRICT SUPPORT

Nebo School district is the largest benefactor of local property taxes. We are currently seeking the support of Nebo School District. We believe we will get this support, as numerous students from the 6 Nebo High Schools will benefit directly. Junior programs offered at our facility will create a huge difference in the performance level of these young high school tennis players--creating more confidence and self esteem. Students who have access to junior programs like these, are more likely to earn college tennis scholarships. It is also a sport they can play their entire lives, for health, exercise, and enjoyment.

POSITIVE BENFITS TO SPRINGVILLE CITY

Consider the Springville Clyde Rec Center. It is a huge ongoing taxpayer expense. How does Springville justify this massive expense? Springville recognizes that its residents place a high value on health, exercise, and enjoyment. The Clyde Rec Center provides that. It is also an important economic draw for those debating whether or not to move into the community and become Springville residents. The Springville Clyde Rec Center offers swimming, running, basketball, and weightlifting. However, the Springville Rec Center is missing 2 major fitness activities: Tennis and Pickleball. Pickleball is currently exploding and is possibly more popular than any of the activities offered by the Clyde Rec Center. Our proposed Springville Tennis and Pickleball Center will cover the gap, by offering both indoor and outdoor Pickleball and Tennis. Like the Clyde Rec Center, our facility will service the health and exercise needs of hundreds of people within our local community. It will also draw more residents and surrounding businesses into Springville City, and increase the tax base. In addition, this facility will draw people in from all over the valley. Tournaments will even bring people in from out of state. They will frequent Springville restaurants, hotels, and stores. Attached to the end of this document are letters of support. After reading those letters—you will have no doubt of the benefits. I encourage you to take the time to read them.

ARE MEMBERSHIP FEES PROHIBITIVE?

There will be a membership fee of \$65 dollars a month. Non-members may use the facility for a \$10 dollar guest fee per visit. Membership fees are necessary to pay back the huge privately funded construction costs of the facility. People will join for health, exercise, and enjoyment. If you don't have your health—you have nothing. People see the value of \$65 per month when it comes to their health. Outdoor court fees will be FREE to all members. Indoor courts will have a small fee to cover operational expenses: For Pickleball doubles, \$1.50 per hour per person. For Tennis doubles, \$4.50 per hour per person. We have lowered our fees to make this affordable for most people—but we need the RDA property tax relief to help offset our lower rates! RDA property tax relief will directly benefit the people by keeping fees low! Memberships ARE NOT required to play in tournaments at this facility.

IS THERE A NEED?

There are now a few thousand Pickleball players in the area. Cities, including Springville, are scrambling to build outdoor courts. Spanish Fork recently built 16 Pickleball courts and they are always crowded. Springville is building 4 outdoor courts, but it won't be enough, based on the overcrowding in Spanish Fork. And...none of these outdoor courts will be useful during the winter months. Indoor facilities are needed. That's where we fill a HUGE need for the community. Even the Springville Clyde Rec Center is making an attempt to modify a basketball court to get 1, or maybe 2 Pickleball courts for the Winter months. It won't be enough to satisfy the demand. Also—with these outdoor municipal Pickleball courts—you can't reserve court time. It's very frustrating to get there and wait in line to play! At our Tennis and Pickleball facility, you can go online and reserve the courts in advance. This is a huge benefit to both Pickleball and Tennis players in our community.

RDA MISSION

I have carefully reviewed the original RDA documents which lay out the mission and purpose of the RDA. These can be summarized into 2 categories:

- 1.) Material improvement of blighted areas along the I-15 Freeway.
- 2.) Economic Growth.

Response to Item #1: Improvement of blighted areas along I-15 Freeway.

- A.) This is an attractive building with beautiful landscaping. The RDA clearly states how blighted the land was at the time the RDA was adopted. The addition of this new Tennis and Pickleball Center will clearly satisfy this portion of the RDA mission and purpose.
- B.) The facility and surrounding improvements elicit a positive emotional response from the community—not just for it's beauty--but for what it represents: Health, exercise, and enjoyment. The goals of the RDA are not only met visually...but also emotionally.

Response to Item #2: Economic Growth

- A.) This facility will create jobs for Teachers, Trainers, Coaches, Management, and Staff for both Pickleball and Tennis.
- B.) This facility will draw people in from all over the valley. Tournaments will also bring people in from out of state. These people will frequent Springville restaurants, hotels, and stores. (Refer to letters of support below.)
- C.) This facility will draw more residents into Springville and increase the tax base. It will cast Springville in a positive light, as a progressive and community-centered city.
- D.) It is a positive draw for other businesses looking to purchase the surrounding land. I have spoken to many prospective buyers of the surrounding land—and when I mention the future addition of the Tennis and Pickleball Center, it always elicits a positive reaction. They know that it will attract hundreds of people daily, giving their business more visibility. They also know that it will keep surrounding property values high.

CONCLUSION:

Please grant RDA property tax relief for this project. The project will be completed and become operational by summer 2021. This project fulfills the mission and purpose of the RDA—and provides a great service to the community. In light of the ongoing interest in tennis, and the huge overwhelming boom in Pickleball, the granting of this RDA property tax relief is a strong show of support for the local community. Thank You!

CONTACT INFO:

Doug Fowkes

Cell: (801) 830 1444

Email: Moviemanfws@yahoo.com

Letters of Support to follow:

LETTERS OF SUPPORT

798 N 475 E
Springville, UT 84663

June 1, 2020

Springville City Council
110 S Main Street
Springville, UT 84663

Dear City Council Members,

I understand that a proposal has been submitted for a city tennis and pickle ball center. I write to offer my support for such a project. At age 66 I have found pickle ball to be an opportunity for exercise in a competitive (if only mildly so) sport that is gaining popularity across age groups.

Tennis is well known but you may not have heard much about pickle ball. The name doesn't exactly grab your attention. Nevertheless, it is a fast growing sport. For independent confirmation of that I refer you to this NBC News website:
<https://www.nbcnews.com/better/lifestyle/pickleball-fastest-growing-sport-you-ve-never-heard-ncna992106>. That webpage states that the sport has grown by 650% in the past 6 years.

I recognize that it is your responsibility to spend city funds in a responsible manner, benefitting as many as possible. I voted for the proposal allowing Springville to build and operate the Clyde Recreation Center. I supported it because I knew that others in the community, mostly younger, would benefit from that expenditure. I never use the Clyde Recreation Center but I travel to Spanish Fork about twice a week to play on the public courts that they have constructed. I travel that distance because I have been unable to find suitable facilities in our city. If you still question the interest within the community for such a project then I invite you to contact your counterparts in Spanish Fork and ask their views on the utilization of the facility and the value it brings to their community.

I know these are financially challenging times. I further understand that you have a proposal for such a project that doesn't require an expenditure of city funds, but does ask for a break on property taxes. I support such a project and ask you to seriously consider it, even if you personally are not familiar with this new and increasingly popular sport.

Thank you for your thoughtful consideration.

Sincerely,



Steven L. Baxter

Hello Springville City Council!

My name is Kim and I have been playing pickleball for almost 2 years. I developed a quick love for it and immediately got my family and friends involved in the sport as well.

It is crazy how quickly the sport has grown in recent years. Over the last couple months, I've seen most courts fill up with people waiting all morning and evening. In fact, Cedar Hills opened 6 new courts a few weeks ago. I drive by often and courts are always packed, especially in the evening with probably 50 people hanging around waiting to play on 6 courts. I happened to be there this morning at 6 am to get a court with my friends but by 7 am, all 6 courts were filled. I watched as people came and left to find other courts. While Cedar Hills has a rotation implemented so everyone could have played, people still left to find other courts because of how packed the courts were and I'm positive the other courts they tried nearby were also filled to capacity and more.

I've seen in the last year many friends putting in their own pickleball courts into their own backyards because going to a local park and getting a court is harder to come by. Kids, teenagers, and all ages of adults are flooding to the courts.

A friend in Ogden built an indoor pickleball court facility and he has been surprised that his courts are being used year round, no matter the weather. Plenty of us from Utah County have driven the hour plus up to his facility to use it because of the need of more courts, especially some you can reserve and be guaranteed a court instead of what most of us do which is drive around to multiple local courts or play at really odd hours to hopefully guarantee us a court.

This is long-winded and I apologize, however, I hope that I can help influence you to understand how grateful the pickleball community would be for a dedicated indoor/outdoor pickleball facility in Utah County. More of these types of establishments will be popping up, but Springville would be lucky to have this type of facility. I know cities in Northern Utah County have talked about adding in larger pickleball facilities and more courts and drawing a larger crowd. One city has realized the economic impact drawing pickleball crowds would have - dining at restaurants and staying in nearby hotels for larger tournaments. While this may not be entirely true of this facility, I know that after a couple hours of pickleball, my friends and I are looking to eat and a few of my favorite restaurants happen to be in Springville so I know we'd be stopping there often after playing pickleball.

Thank you for your time and consideration. I look forward to seeing this new pickleball facility become a reality!

Kim Corrigan

May 31, 2020

To Whom It May Concern:

I am a big fan of tennis and Pickleball and wish we had more facilities for these activities here in Springville.

I grew up in Springville and learned to play tennis on the old courts by the former Jr. High. My friends and I had a lot of fun getting together playing tennis. It provided a wholesome activity, that enlarged our circle of friends.

I encouraged the students I taught in P.E. at Westside and Brookside schools over the years to learn how to play tennis, by collecting a bunch of racquets and tennis balls and teaching kids how to hit the balls.

I have encouraged children to learn sports they can play in small groups, like tennis and Pickleball because they can be lifelong activities.

Now that I am getting a little older, I have discovered Pickleball. I love it. Anyone who hasn't played, should try it. We started with four of us, about a year ago, and the group is growing to where we have games during the day and some younger groups are playing in the evenings every week.

We have tried to play at the Provo Rec Center, but it is hard to get a court, because they are all taken. We also like the outdoor courts at Spanish Fork. They are usually also filled with people, young and old.

I think it would be a wonderful thing if we could get more tennis and Pickleball courts in Springville, especially indoor courts that can be used all year.

Exercise is good for children of all ages.

Kerry D. Bird

Hi,

Pickleball is the fastest growing sport in America! And probably the world! People of all ages can play and either be competitive or recreational. It brings together all people of all ages! Orem cut back from 8 to 6 because residents were against building the courts. Now crime has been reduced in that area by at least 25%! We will be attending this new facility, eating out in Springville AND shopping in Springville! Please support the building of this facility, and we will be supporting Springville!! Talk with other cities who have built pickleball courts. They are always crowded and the sport of pickleball is still growing!

I support this group! More courts are needed! Exercise like this keeps people healthy, no matter what age!!

Thank you for your time.
Lorraine Rupper

Me and my family moved to Springville 3 years ago and we love everything about Springville. We lived in American Fork before, and even though we didn't hate it there, we prefer Springville.

Pickleball and its popularity is growing fast here in Utah. I don't have any data to support that but I do know that I play pickleball 1 to 2 times per week and every time we go to a park it is very busy. Lately we only really try to play as early as 6:00AM because all other times of the day are too busy.

Go check out these pickleball parks throughout Utah county. There are some great parks in Orem and Spanish Fork, no matter the time of day I promise there will be people playing and likely the courts will be full.

Utahns are filling each and every pickleball court every day and nearly every hour of the day. It would be used by so many of Springville's residents and if you can't see that then you really need to evaluate Pickleball's popularity a little better.

Please allow for the construction of this facility as it will be something me, my family, and so many other Springville residents will use on a weekly basis.

Thanks for your consideration,

Mike Jensen
435 749 9824
1519 Renaissance Way Springville Utah 84663

Norm Chambers <norm@chambers.org>

To: moviemanfws@yahoo.com

Wed, Jun 24 at 10:15 AM

Any city councilor who doesn't realize that pickleball is THE big upcoming social activity / recreational sport is showing how out of touch they are.

Make it easy for Springville and nearby residents to stay healthy while having fun - give a serious look at supporting this unique all-season, two-sport facility.

Hi Doug,

I am in full support of this and have been in discussion with a few different groups looking to do a big pickleball facility in Utah County. I have been playing for nearly 7 years and have played pro for 5 of those. I have also been a certified teaching pro for 2 years and coach a lot of players in both Utah and Salt Lake counties. My feedback for you is this:

The demand for pickleball courts far exceeds the demand for tennis courts. The 16 courts that Spanish Fork put in (outdoor) are packed with groups waiting every morning and evening.

I do know the two guys in the rec department that we have worked with over the years trying to get pickleball to be a thing here in Springville. The problem is that the "test run" things they have set up to see the demand were limited so they didn't get accurate info. Honestly, my belief after the years we have spent trying to get Springville on board is that they aren't interested.

Thanks,

Suzee Anderson
801.400.7494

Good morning Fowkes Family!

My husband Matthew Webster & I absolutely believe in the project of a facility for tennis and pickleball in Springville, Utah!

Matt was raised in Springville and after we got married we bought our first house in Springville. The one thing we wish the city had was Pickleball Courts. For a city known for its parks and rec, it was a shame that Springville fell behind Spanish Fork.

Spanish Fork built 16 pickleball courts, and these courts are non-stop busy every day of the week. It's great for families, and the land has never had better or more consistent use. As great as baseball and soccer fields are, you can't compare the use and benefit to the community.

Pickleball is a sport for all ages, skills, abilities and unites backgrounds and socioeconomic communities. I know moving from Haiti, I never felt a close sense of community in Utah than when I started playing Pickleball.

I now play the sport professionally and travel around the country to showcase the sport and also promote community wellness.

I ask the City of Springville to not only consider the courts, but to encourage the furthering of social/physical activities that benefit all ages, skill sets and abilities.

Regards,

Shellton JeanBaptiste-Webster

To whom it may concern,

I would love to see an indoor pickleball facility be built. I live in Orem and have my own pickleball court in my backyard but I would still frequent a facility like this weekly. It opens the door for league play, tournament play, and larger recreational play. I would use it year round, not just in the winter. On a hot summer day it would be great to have somewhere indoors to be able to play. In my experience, the public pickleball courts are always full with people waiting. Even the 16 pickleball courts in Spanish Fork have been frequently known to fill up, with people waiting. This sport is growing at a very fast pace.

Thank you,

Megan Maughan

I was a tennis player until about a year and a half ago when I started playing pickleball also.

Within a few months I'd completely switched to pickleball. I'm older (73) so pickleball is not as strenuous. Also, pickleball is much more social and older players can hold their own against much younger players, which means that pickup games are more likely in pickleball.

In Cedar Hills, Harvey Park opened about a month ago with, among other things, 6 pickleball courts. I've been by there many times in the last month and pickleball courts are always busy.

I hope this makes sense and is helpful.

Jim Broussard