



MAYOR AND COUNCIL DINNER - 5:00 P.M.

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

No decisions will be made at this meeting. The public is invited to observe the work session. Public comment generally is not taken during work sessions.

CALL TO ORDER

COUNCIL BUSINESS

1. Calendar
 - Nov 25-26 - City Offices Closed (Observance of the Thanksgiving Holiday)
 - Dec 07 - Work/Study Meeting 5:30 p.m., 7:00 p.m. Regular Meeting
 - Dec 14 - Work/Study Meeting 5:30 p.m.
 - Dec 21 - Work/Study Meeting 5:30 p.m., 7:00 p.m. Regular Meeting
2. **DISCUSSION ON THIS EVENING'S REGULAR MEETING AGENDA ITEMS**
 - a) Invocation - Councilmember Jensen
 - b) Pledge of Allegiance - Councilmember Packard
 - c) Consent Agenda
 3. Approval of minutes for the work study meetings held on August 17, September 07, and October 12, 2021.
3. **DISCUSSIONS/PRESENTATIONS**
 - a) Lakeside Landing Community Plan - Josh Yost, Community Development Director
4. **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**
5. **CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION**

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

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 11/10/2021

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





The regular Springville City Council meeting will be broadcast on Zoom, go to <https://www.springville.org/agendas-minutes/> and select the Zoom Meeting link.

Public Comment may be submitted via email, comments will be read in the meeting and entered into the permanent record. Email comments to kcrane@springville.org before 5:00 p.m. day of the meeting.

CALL TO ORDER

INVOCATION

PLEDGE

APPROVAL OF THE MEETING'S AGENDA

MAYOR'S COMMENTS

CEREMONIAL AGENDA

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

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.*

BOARD OF CANVASSERS

2. Consideration of a Resolution approving and certifying the Board of Canvassers Official Report of the November 02, 2021, Municipal General Election for Springville City, Utah - Kim Crane, City Recorder

CONSENT AGENDA - *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.*

3. Approval of minutes for the work study meetings held on August 17, September 07, and October 12, 2021.

PUBLIC HEARING AGENDA

4. Public Hearing for consideration of an Ordinance for the Fackrell Annexation. The proposed annexation is for approximately 1.981 acres, parcel #26:006:0100 and parcel #26:006:0102 located at approximately 2295 East 700 South, Utah County. The proposed annexation would be zoned R1-15. - Josh Yost, Community Development Director
5. Public Hearing for consideration of a Resolution and Budget Amendment - Bruce Riddle, Assistant City Administrator/Finance Director
6. Public Hearing regarding intent to issue Water and Sewer Refunding Bonds - Bruce Riddle, Assistant City Administrator/Finance Director

REGULAR AGENDA

7. Consideration of Resolutions to amend the Cell Tower Site Lease Agreements between Springville City and Crown Castle - Jack Urquhart, Management Analyst

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

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

ADJOURNMENT

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STAFF REPORT

DATE: November 9, 2021

TO: Honorable Mayor and City Council

FROM: Kim Crane, City Recorder

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AND CERTIFYING THE BOARD OF CANVASSERS OFFICIAL REPORT OF THE NOVEMBER 02, 2021, MUNICIPAL GENERAL ELECTION FOR SPRINGVILLE CITY, UTAH.

RECOMMENDED MOTION

Motion to approve Resolution No. ___ to accept and certify the results of the 2021 Municipal General Election and Canvass, and declare and fulfill positions of mayor, 2-four-year council seats, and 1-two-year council seat.

BACKGROUND

UCA 20A-4-301(2), provides as follows:

- (a) The mayor and the municipal legislative body are the board of municipal canvassers for the municipality.
- (b) The board of municipal canvassers shall meet to canvass the returns at the usual place of meeting of the municipal legislative body:
 - (i) for canvassing of returns from a municipal general election, no sooner than seven days after the election and no later than 14 days after the election; or
 - (ii) for canvassing of returns from a municipal primary election, no sooner than seven days after the election and no later than 14 days after the election.
- (c) Attendance of a simple majority of the municipal legislative body shall constitute a quorum for conducting the canvass.

This year's Municipal Election had positions open for Mayor, 2-Four Year Council Seats, and 1-Two Year Council Seat, and Proposition 15; Parks, Arts, and Recreation (RAP) Tax.

On February 16, 2021, the Springville City Council voted to participate in the Municipal Alternative Voting Methods pilot project for the 2021 Municipal Elections. This voting method is better known as Ranked Choice Voting an election method that allows

CITY COUNCIL AGENDA

Meeting Date: November 16, 2021

voters to rank candidates according to their first choice, second choice, and so on. The program also eliminates the need for a primary election.

A total of thirteen candidates submitted a Declaration of Candidacy. Three candidates submitted for Mayor, seven candidates submitted for two seats each with a four-year term, and three candidates submitted for one seat with a two-year term.

We are awaiting the final results from the Utah County Elections Office and will provide the supporting documents and information at the regular City Council meeting to be held on November 16, 2021.





MINUTES
Springville City Council Work/Study Meeting - AUGUST 17, 2021

2 MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, AUGUST 17, 2021 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
4 SPRINGVILLE, UTAH.

6 **Presiding and Conducting:** Mayor Richard J. Child

8 **Elected Officials in Attendance:** Liz Crandall
Craig Jensen
10 Matt Packard
Mike Snelson
12 Brett Nelson

14 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney
John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane,
16 Building and Grounds Director Bradley Neel, Community Development Director Josh Yost, Golf Pro Craig
Norman, Public Safety Director Lance Haight, Lieutenant Warren Foster, Administrative Services Director
18 Patrick Monney, Power Director Leon Fredrickson, Public Works Director Brad Stapley, Library Director
Dan Mickelson, and Museum of Art Director Rita Wright.

20 **CALL TO ORDER** - Mayor Child welcomed everyone and called the Work/Study meeting to order at 5:30
22 p.m.

24 **COUNCIL BUSINESS**

1. Calendar
- 26 • Sept 06 - Observance of Labor Day (City Offices Closed-Monday)
 - Sept 07 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
 - 28 • Sept 14 - Work/Study Meeting 5:30 p.m.
 - Sept 21 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
 - 30 • Sept 29-Oct 01 - ULCT Annual Convention

32 Mayor Child asked if there were any questions or additions to the calendar. There were none.

34 **2. Discussion on this evening's Regular Meeting agenda items**

- 36 a) Invocation - Councilmember Snelson
 - b) Pledge of Allegiance - Councilmember Jensen
 - c) Consent Agenda
- 38 2. Approval of minutes for the June 01, 2021, work-study meeting and the June 15, 2021 work-
study and regular meetings.

40

42 Mayor Child asked if there was any discussion on tonight's consent agenda. There was none.

44 **3. DISCUSSIONS/PRESENTATIONS**

46 a) **Impervious Surface Update - Brad Stapley, Public Works Director**

46 Director Stapley provided information regarding impervious surfaces and how stormwater runoff
47 could be impacted. On July 22, 2021 the city had a storm event where approximately one inch of rain
48 fell within an hour, this was considered a ten-year event, and the system performed as it was designed
and received an "A-" grade.

50 Director Stapley explained urban impervious surface matters. As development occurs, and more
hard surfaces are built such as driveways, rooftops, and patios it affects the storm drain system.

52 Administrator Fitzgerald added the council helps establish the service level, the ten-year
determination for pipe size, the twenty-five-year determination for detention basins, and decisions not to
54 include certain designs because of cost.

56 Director Stapley reported hillside and creek stormwater is not included in the stormwater master
plan because it added another \$30 million. Currently, there are approximately 6 years of debris in Hobble
Creek from the debris basin to Utah Lake. The county may provide flood control, and they defer to the
58 city within the municipal boundaries. A city and resident project may be optional, currently, no funds are
being collected for the maintenance of Hobble Creek.

60 Councilmember Nelson suggested adding Hobble Creek maintenance to the plan and making it
an annual program.

62 Administrative Services Director Monney commented he lives along the creek and it involves a lot
of work and for some older residents that live along the creek, it may not be easy for them to get out and
64 clear the debris.

66 Director Stapley stated it may be necessary to find a best practice and implement a plan to keep
the creek channel clear. He asked the council how much increase in service level would they want,
because there may be a time when flooding occurs.

68 Mayor Child commented where do you draw a line on city responsibility and homeowners.

70 Director Stapley stated staff would review the suggestions from the council and come back with
more information.

72 b) **Presentation on the City Dashboard - Troy Fitzgerald, Administrator**

72 Administrator Fitzgerald reviewed the City Dashboard with the Council, he commented property
tax rates in Springville were below average, since the 1985 Truth in Taxation Statute passed only two
74 cities have not raised property taxes and Springville is one of them.

76 A review of other cities and their annual rate comparison for utilities, Springville ranked at the
bottom.

78 Administrator Fitzgerald reviewed with the council the (ARPA FUNDS) COVID 19 local assistance
matching grant. He reviewed the options in using the grant funds. More information is forthcoming. During
the 2021 First Special Session held on May 19, the legislature passed HB 1004, COVID-19 Grant
80 *Program Amendments*. The bill appropriated \$50 million of American Rescue Plan Act (ARPA) money to
the Governor's Office of Planning and Budget (GOPB) to create a statewide grant program for local
82 governments to complete local and regional ARPA eligible projects. The state hopes to leverage ARPA
funds by using both state and local monies on projects which will have a high return on investment for
84 residents.

86 c) **Presentation - Patrick Monney, Director of Administrative Services**

86 Director Monney reported on the Administration Department and responsibilities.

88 **4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

Mayor Child asked for any other comments. There were none.

90

5. **CLOSED SESSION**

92 *The Springville City Council may temporarily recess the regular meeting and convene in a closed session as provided by Utah Code Annotated Section 52-4-205*

94 There was none.

96 6. **ADJOURNMENT**

98 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:57 P.M.

100 COUNCILMEMBER PACKARD SECONDED THE MOTION, ALL VOTED AYE.

102

104

106 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, August 17, 2021.*
108 *I, Kim Crane do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday, August 17, 2021.*

110

112 DATE APPROVED: _____

Kim Crane
City Recorder

114



2 MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, SEPTEMBER 07, 2021 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
4 SPRINGVILLE, UTAH.

6 **Presiding and Conducting:** Mayor Richard J. Child

8 **Elected Officials in Attendance:** Liz Crandall
Craig Jensen
10 Matt Packard participated by telephone
Mike Snelson
12 Brett Nelson

14 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney
John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane,
16 Building and Grounds Director Bradley Neel, Community Development Director Josh Yost, Public Safety
Director Lance Haight, Administrative Services Director Patrick Monney, Power Director Leon
18 Fredrickson, Public Works Director Brad Stapley, Library Director Dan Mickelson, and Museum of Art
Director Rita Wright.

20 **CALL TO ORDER** - Mayor Child welcomed everyone and called the Work/Study meeting to order at 5:30
22 p.m.

24 **COUNCIL BUSINESS**

1. Calendar
- 26 • Sept 14 - Work/Study Meeting 5:30 p.m.
 - Sept 21 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
 - 28 • Sept 29-Oct 01 - ULCT Annual Convention
 - Oct 05 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

30 Mayor Child asked if there were any questions or additions to the calendar. There were none.
32

2. **Discussion on this evening's Regular Meeting agenda items**
- 34 a) Invocation - Councilmember Jensen
 - b) Pledge of Allegiance - Councilmember Packard Snelson
 - 36 c) Consent Agenda
- 2. Approval of the minutes for the regular meeting held on July 20, 2021, and the Work-Study
38 meetings held on July 13, 2021, and August 10, 2021.
 - 3. Approval of a Resolution and agreement for the 2021 Utah County Recreation Grant in the
40 amount of \$16,199.00 - Corey Merideth, Recreation Director

- 42 4. Approval of a Resolution and contract with FHN Financial Main Street Advisors - Bruce Riddle,
Assistant City Administrator/Finance Director
- 44 5. Approval of the Condie Farms, Plat C Subdivision located in the area of 550 North 1500 West,
Springville, in the R1-8 Single-Family and WF-1 Westfields Overlay Zones - Josh Yost,
Community Development Director
- 46 6. Approval of the Regent's Park Condominiums, an office warehouse project located at 317
48 North 2000 West, Springville, in the HC-highway Commercial Zone - Josh Yost, Community
Development Director

50 Mayor Child asked if there was any discussion on tonight's consent agenda. There was none.

52 **3. DISCUSSIONS/PRESENTATIONS**

54 a) **Annexation Policy Discussion - Troy Fitzgerald, City Administrator**

54 Administrator Fitzgerald reported on annexation policy and the council's role in annexations. He
56 reviewed the city annexation policy plan and annexation boundaries.

56 He reported on Area-11 in the annexation plan located West of Interstate 15 along 400 South
58 consisting of approximately 1800 acres. He brought to the council's attention a notice from Spanish Fork
City petitioning an annexation within Springville's annexation boundary plan Area-11, south of 400 south.
He asked the council's interest in annexing Area-11 north of 400 south. The council would need to decide
60 if they want to protest the annexation petition from Spanish Fork City.

60 Mayor Child and Councilmember Jensen expressed south of 400 south would not be beneficial to
62 the city to protest but should consider north of 400 south.

62 Councilmember Nelson would like to hear more information regarding north of 400 south.

64 Councilmember Crandall expressed the need to work with other cities and help each other out.

64 Administrator Fitzgerald stated boundaries by roads should be considered as far as who is
66 responsible for maintaining the road and providing public safety.

66 Jared Morgan with JWC Capital discussed the desire to develop the property in question with the
68 Spanish Fork annexation petition.

68 Councilmember Packard would like discussions with Spanish Fork regarding 1600 south.

70

70 b) **Lakeside Landing Discussion - Josh Yost, Community Development Director**

72 Director Yost reported on the Lakeside Landing Plan regarding planning and city code. The
74 Planning Commission recommended approval with conditions, and a development agreement would
need to be in place. He asked the council how they would like to proceed with the discussion. Yost
76 explained there have not been substantive changes with unit counts. Pieces of the area not under control
from the parties of the application have been removed and include only the north portion because the
78 property owners did not sign to be part of the rezoning. The Planning Commission approved the
development with the understanding a development agreement would be forthcoming. The developers
provided images during the planning commission and the council requested to see them.

80 Director Yost explained when the developers submit for legislative action they plan to provide the
82 same presentation as the one received by the Planning Commission. A form book was not included with
the Planning Commission review, they would like to see one included with the development agreement.

82 Council by consensus asked to see visuals of the form book, Director Yost indicated he would
84 provide those to the council. Attorney Penrod explained design standards as part of an overlay.

84 Councilmember Packard voiced concern about density on the south side, height, and the image
86 it would portray as a gateway to the city.

86 Administrator Fitzgerald asked if additional work sessions were needed or if the council wants it
88 as part of legislative action. Council would like staff to keep on task and bring it back in October.

90 c) Discussion regarding amending the Springville Official Zone Map from the Highway Commercial
92 (HC) and Light Industrial Manufacturing (LIM) Zones to the Regional Commercial (RC) Zone from
400 South to 1000 North between 2600 West and 1650 West - Josh Yost, Community
Development Director

94 Director Yost reported on discussions with the property owners regarding the recommended
amendment. He asked the council if they wanted to leave it as an HC Zone with design standards, do we
96 anticipate changing the zone, or adding design standards. Director Yost reviewed commercial design
standard options. Attorney Penrod explained design standards could be part of the city code and a
98 development agreement.

Councilmember Crandall commented the current or previous buildings have not had to comply
100 with design standards, some have been done very well. Director Yost replied the question the council
needs to decide is what type of uses, changing the zone gives the city time to review how to proceed. If
102 the council wants a certain look for the use staff will need to know and more time would be needed to
provide the information.

104 Councilmember Snelson said he was not opposed to office warehouses or tilt-ups. Unsightly
storage and landscaping were not desirable.

106 Director Yost expressed for context the discussion has been ongoing for six months, the council
has until December to make a decision or the zone reverts back. To have design standards ready by
108 December is highly unlikely.

Mayor Child expressed another work session would be needed.

110 Councilmember Packard stated the council will need time to decide what we want and what we
want it to look like.

112 Councilmember Jensen requested council talk about having office warehouse and what we want
it to look like.

114

4. **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

116 Mayor Child asked for any other comments.

118 5. **CLOSED SESSION**

*The Springville City Council may temporarily recess the regular meeting and convene in a closed
120 session as provided by Utah Code Annotated Section 52-4-205*

There was none.

122

6. **ADJOURNMENT**

124

COUNCILMEMBER SNELSON MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE
126 SPRINGVILLE CITY COUNCIL AT 6:55 P.M.

COUNCILMEMBER JENSEN SECONDED THE MOTION, ALL VOTED AYE.

128

130 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, September 07,
2021.*

132 *I, Kim Crane do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,
134 State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday,
September 07, 2021.*

136

138 DATE APPROVED: _____

Kim Crane
City Recorder



2 MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, OCTOBER 12, 2021 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
4 SPRINGVILLE, UTAH.

6 **Presiding and Conducting:** Mayor Richard J. Child

8 **Elected Officials in Attendance:** Liz Crandall
Craig Jensen
10 Bret Nelson
12 Matt Packard
Mike Snelson

14 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney
John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, Deputy Recorder Jennifer
16 Grigg, Recorder Kim Crane, Building and Grounds Director Bradley Neel, Community Development
Director Josh Yost, Library Director Dan Mickelson, Operations Director Patrick Monney, Power Director
18 Leon Fredrickson, Public Safety Director Lance Haight, Fire Chief Hank, Public Works Director Brad
Stapley, Recreation Director Stacey Child, and Museum of Art Director Rita Wright.

20
22 **CALL TO ORDER**

Mayor Child welcomed the Council, staff and visitors then called this work/study meeting to order
at 5:30 P.M. He reviewed the calendar and the details of tonight's meetings.

24
26 **COUNCIL BUSINESS**

1. Calendar

- Oct 19 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Nov 02 - Springville City Municipal General Election 7:00 a.m.-8:00 p.m.
- Nov 02 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Nov 09 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

32 Mayor Child added the Safe Trick-or-Treat is on October 29, 2021. He said item b of this agenda
will be postponed and there is a meeting about the Cherrington Park at meeting at 7:00 p.m. in the
34 multipurpose room. He turned the time over to Attorney Penrod for a property purchase discussion.

36 2. REGULAR AGENDA

Consideration of a property purchase agreement for property located at approximately 60 West Center
38 Street, Springville, Utah - John Penrod, Assistant City Administrator/City Attorney

Attorney Penrod stated the owner is getting offers and does not want to condition the purchase. It
40 is owned by Ron Lowe. Councilmember Packard suggested a closed session. Mayor Child continued this

42 item to the end as a closed session. Mayor Child continued the item to the end when the council will vote
43 on a closed session.

44 3. DISCUSSION AND PRESENTATIONS

45 a) Fire Department Staffing Proposal - Lance Haight, Public Safety Director

46 Administrator Fitzgerald introduced this discussion about fire department staffing by mentioning
47 this presentation was planned for earlier this year at the budget retreat because the ability to respond in
48 the evening with volunteer/paid part-time staff is stretched. Springville applied for a Federal FEMA *Safer*
49 *Grant*, but just found out it was not granted. Staff still believes the *Safer Grant* is a good option in the
50 coming budget year due to the census numbers. In the meantime, community growth and the employment
51 market strain fire services. The chiefs' presentation should cover staffing for the remaining budget year.
52 Councilmember Jensen asked about impact fees paying for staffing. Administrator Fitzgerald said impact
53 fees pay for brick and mortar or fire apparatus over \$500,000, not staffing. The completion of the second
54 floor of Station 41 was through impact fees.

55 Chief Haight started his presentation by thanking the council and acknowledging the *Safer Grant*
56 was not granted, but he is hopeful for next year. In the interim, he is presenting a staffing organization for
57 this budget year. He elaborated on the history of the Springville Volunteer Fire Department which was
58 founded in 1910 with 17 initial volunteers and acknowledged the very proud history of volunteer
59 firefighters in Springville. With growth, the fire department can no longer rely on volunteers. He continued
60 by describing 2010, with the hiring of a new fire chief, merging the fire department with the ambulance
61 service through an eight-step plan with volunteers as well as professionals, and increased staffing with
62 service from 7:00 a.m. to 7:00 p.m. for the first time. Today, the build-out of Station 41 is near completion
63 which will allow rapid response with staff on-duty 24-hours a day at the station. The current staffing model
64 is a combination fire department with a six-minute response time during the day and a 14 minute response
65 time at night with five full-time employees, 25 part-time, and 40 reserve firefighter/EMTs, a part-time
66 administrative assistant, and a fire marshal.

67 Chief Haight continued by showing calls-for-service dramatically increased over the years.
68 Councilmember Nelson clarified the calls are fires and medical emergencies. Chief Hanks answered
69 these calls are any call to 911 without police. Councilmember Nelson asked if the budgeted number of
70 staff is appropriate to manage the Fire Department for 2021. Chief Haight answered the goal is to have
71 25 part-time firefighters and 40 volunteers. Councilmember Packard asked about the relationship
72 between paid and volunteer firefighters. Chief Clinton said they work well together. Administrator
73 Fitzgerald explained there are no firefighters designated as volunteers anymore. Chief Haight added 100
74 years ago volunteers trained and put out fires. Now it is a job with more training and requirements. Mayor
75 Child agreed. Most volunteers have full-time jobs during the day. In 2012 night staff only needed to wake
76 up once every three days. He showed a large percent of nights, staff wakes up multiple times each night
77 while still needing a full-time job somewhere else during the day, not practical. Councilmember Snelson
78 asked about feedback from the staff. Councilmember Nelson questioned the word *volunteer* and Chief
79 Haight the word is shifting to *reserve*. Chief Clinton answered Councilmember Snelson's question by
80 quoting the volunteer/reserve firefighters who say they do not know how much longer they can go on.

81 Chief Haight added constant turnover to current staffing challenges. Part-time firefighters trained
82 by Springville City are more marketable to other cities, so they leave Springville City and take full-time
83 jobs. Constant turnover/training hurts consistency, efficiency, and teamwork and is not a practical working
84 model. The current staffing has a captain and four firefighters scheduled during the day which is two
85 ambulance crews. That has become impractical with the increase in the number of calls when there are
86 two calls simultaneously, Springville City needs enough staff to go to two different calls at the same time.
87 Even worse, at night only three people are working which is only one ambulance crew. The important
88 detail here is that night crews need a primary medic to transport a patient to the hospital. The
89 classifications of firefighters are basic EMT (emergency medical technician), advanced EMT, and primary

90 medic (trained to perform advanced life support). If the night staff only has basic EMTs, they cannot drive
91 a patient to the hospital. That process is the basic EMT pages all the Springville City reserves and most
92 nights an advance EMT will join the crew authorizing the transport. Rarely the basic EMT receives no
93 response from Springville City employed reserve EMTs. Councilmember Nelson confirmed the staff calls
94 to other community's for Mutual Aid on nights when there is no Springville-employed primary medic on
duty.

95 Chief Haight continued his report by referring to a large number of night shifts when a basic EMT
96 called on Mutual Aid. Councilmember Nelson asked about the response time for Mutual Aid from a
97 neighboring agency. Administrator Fitzgerald explained that Mapleton recently added a full-time night
98 ambulance shift and can answer the Mutual Aid calls from Springville basic EMTs. Chief Haight described
99 a night when a Springville basic EMT called Mapleton five times for Mutual Aid assistance because no
100 Springville reserve EMTs answered the page. Chief Haight said this is a growing trend. Councilmember
101 Packard confirmed this does not happen every night. Chief Haight said this was an isolated incident.
102 Chief Clinton said the list of reserves has dwindled to one or two per night. Councilmember Nelson asked
103 how many times a month does a Springville night ambulance shift call for a backup ambulance. Chief
104 Haight explained when the Springville night shift is fully staffed, reserve advance EMTs answer the page
105 from home and the response time for that backup ambulance is still within 13 minutes and transport
106 capable.

107 Chief Haight explained that the Public Safety Department approached the Administration
108 Department after this isolated incident/wakeup call and Administrator Fitzgerald was very supportive in
109 finding a solution including paying night shift and day shift the same, which created gaps in the day shifts.
110 Councilmember Nelson said to be clear it is easier to work the night shift from home and maybe not get
111 called out. Chief Haight showed a chart of the nights when the ambulance staff was not transport-capable
112 and days when only one ambulance shift could be fully staffed. Councilmember Packard asked how often
113 two ambulances are needed during the day. Chief Clinton answered quite often. Administrator Fitzgerald
114 explained the city average is three ambulance calls during the day. Each call averages two hours. It is
115 common for calls to overlap during a 12-hour shift, where a second ambulance is needed. Councilmember
116 Nelson clarified the average is three calls total per day shift. Chief Clinton added that a critical heart attack
117 call requires both ambulances. Councilmember Crandall agreed. Administrator Fitzgerald said that is
118 because a heart attack patient needs three personnel. Councilmember Snelson confirmed Springville
119 staff serves as Mutual Aid to other communities. Councilmember Nelson asked how often Springville gets
120 called out for Mutual Aid. Chief Clinton answered as often as they call us, we call them.

121 Chief Haight showed the proposed staffing model to achieve 6-minute response times 24/7
122 including night shifts staying in the newly completed dorms. Councilmember Snelson asked about a
123 primary medic on staff 24/7. Chief Haight and Administrator Fitzgerald answered each shift will have two
124 captains who are primary medic qualified. Councilmember Packard asked how to stop attrition and
125 training and retraining. Chief Haight answered once the employees achieve full-time, they will stay.
126 Administrator Fitzgerald, Councilmember Jensen, and Chief Haight explained the A, B, & C shifts who
127 will always work together to build consistency and efficiency. Councilmember Nelson confirmed these
128 changes will be in the proposed 2022 budget. Administrator Fitzgerald explained these full-time shifts will
129 replace 12,000 part-time hours and greatly increase our stability and response time with an additional
130 cost. Chief Haight said the impact to the budget will be \$250,000 annually and with a new grant writer, he
131 anticipates getting the *Safer Grant* in June of 2021 for the fiscal year 2021-2022 which are partially funded
132 by ARPA (American Rescue Plan Act of 2021). Councilmember Crandall asked if Springville City can
133 reapply for this grant every year. Chief Haight answered it is a three-year grant with the understanding
134 that the municipality is obligated to continue that staffing level. Councilmember Crandall asked if the city
will step into the cost. Administrator Fitzgerald said this is the first step and eventually the full plan will

136 cost an additional \$2,000,000 per year. He believes that the American Community Survey in 2016
138 underestimated our community population and the 2020 U.S. census has corrected that.

138 Administrator Fitzgerald said realistically Springville City needs a six firefighter staff 24 hours per
140 day and that is what will be stated when applying for the *Safer Grant* next year. Councilmember Nelson
142 stated he is very supportive of this proposal to add firefighters to the Public Safety Department staff and
144 the report is alarming. He asked staff to make sure this is a rolling process; planning for the next ten
146 years, so there is not another emergency meeting. Administrator Fitzgerald agreed and said planning is
148 hard because of the tightness of the job market. Many part-time firefighters have full-time jobs at other
150 agencies and are being paid overtime at other short-staffed agencies. As far as better planning, the
152 scheduled *Safer Grant* announcement was delayed from May until September, after the fiscal budget was
voted on. Staff will prepare budget shifts within a month and analyze the long-term impact on next year's
budget. Chief Haight complimented Chief Clinton's analysis of trends and statistics. Councilmember
Nelson thanked the chief. Councilmember Crandall asked about continued staffing in 2022 and beyond.
Councilmember Jensen said creating full-time positions will create Springville Firefighters. Administrator
Fitzgerald said calling traditional volunteers to come back; meaning those in our community that are
interested in fire/EMT response to return and respond to call-outs at night. Councilmember Packard
expressed concern for the volunteers. Chief Clinton said it takes ten firefighters to process any fire call.

154 Councilmember Snelson said protecting citizens is an important function of government.
156 Councilmember Packard said the council is in support of this proposal. Administrator Fitzgerald thanked
the Council and said staff will get to work tomorrow.

156 Chief Haight concluded his discussion with a request to solicit donations for a canine unit in
158 Springville City for the first time. He said elsewhere, he has run a canine program for 20 years and
160 explained the request before the Springville police program is for a single purpose dog, drug detection
162 only, not the mean dogs that bite and chase people although those dogs are pretty cool. He said the
164 schools will love a drug detection dog. Councilmember Packard said this has been a priority for citizens
166 for a long time. Administrator Fitzgerald said the budget allows for matching funds for donations for
168 operational items without a budget burden. Councilmember Nelson asked about the cost. Chief Haight
answered a typical police canine can cost up to \$10,000, trained through Utah Post for 6-10 weeks with
continued weekly. Councilmember Nelson suggested asking for a cross-trained dog now. Chief Haight
answered they are awesome, but a liability. He continued by saying *use of force* case law classifies a dog
bite as *lethal force*. Councilmember Nelson prefers a drug dog. Councilmember Jensen said this dog
could hang out at all parks, the library, and football games. Chief Haight suggested a floppy-eared dog.
Councilmember Crandall thanked Chief Haight.

170 b) Discussion on Cherrington Park Plan - Troy Fitzgerald, City Administrator

172 Administrator Fitzgerald turned the time over to Director Neel who introduced the discussion by
174 reviewing the marching orders he was given by the Council and the process of choosing the current
176 property which will also house a three million gallon water tank. The concept plan is not concrete and
178 came through discussion with other cities and contractors familiar with building parks and trails. There
will be a public meeting following this meeting. Councilmember Nelson asked why a bike park is close to
these homes and how Springville City ensures no encroachment on their property. Director Neel
answered once a contractor is secured, the design process will determine the distance from property lines
with public input. He said he knows residents are concerned the park will block their view and there needs
to be a buffer zone. He believes staff should not move until there is a sense of comfort. Councilmember
Nelson continued by noting there will be a three million gallon tank and this is a beautiful property, then
asking if this is the best property for a bike park. Director Neel answered the proximity to the Bonneville
Shoreline Trail and connectivity to Hobble Creek Canyon to work together to give people access.
Councilmember Nelson suggested putting this bike park down in the Community Park even though that

184 park is in the flood zone. Director Neel said it still could be the case and was considered. That park is
186 meant for recreation programming, meaning sports fields. He and Director Child conferred during the
188 revision of the master plan to incorporate trails with the sports fields at Community Park and the bike park
190 could definitely be part of that. He said Director Stapley would know more about the flood plain and that
192 impact fees could be spent on a completely different type of park and at a different location. It is definitely
194 something that could be back on the table. Councilmember Nelson concluded his questioning by asking
196 Director Neel to push the park farther up to give a larger green space buffer between homes and bike
198 riders. Director Neel answered that as Springville City comes together with a landscape architect and the
200 design/build contractor for the bike park working together with the public, something that works well for
202 the people and government purpose of building a bike park.

204 Councilmember Crandall asked about ownership and maintenance of the Bonneville Shoreline
206 Trail. Director Neel asked Attorney Penrod, who answered that the BLM (Bureau of Land Management)
208 owns the Bonneville Shoreline Trail and Director Neel has been in contact with many different entities
210 concerning the Bonneville Shoreline Trail. Director Neel said there is a volunteer national parks group
212 looking to develop the Bonneville Shoreline Trail from Brigham City to Santaquin and possibly Nephi,
214 improving it, potentially giving dollars to the city if we meet some criteria. Councilmember Crandall noted
216 that in the past residents could drive motorized vehicles on that trail and it was maintained better. Mayor
218 Child explained it was maintained as a fire road so there cannot be cars on it anymore. Councilmember
220 Crandall continued by stating cars driving on it would be a better fire break. Councilmember Snelson said
222 car access died when the subdivisions were built up there. He stated Representative Curtis and Senator
224 Romney are working together to enhance the BST (Bonneville Shoreline Trail). Councilmember Crandall
226 repeated her maintenance question. Councilmember Snelson said volunteer organizations could
228 maintain the trail. Councilmember Crandall asked if it is still maintained as a fire break. Administrator
230 Fitzgerald interjected that this is an important discussion addressing BST maintenance because the city
owns part of it. He said that as the Buildings and Grounds department updates its master plan with a trails
component, standards of trail maintenance and resources will be addressed. There are no BST
maintenance resources allocated in the current operational budget.

Councilmember Snelson returned the conversation to the bike park stating he assumes many
communities have bike parks close to neighborhoods. Director Neel said some parks have more of a
buffer. Councilmember Nelson said very few are right next to residential homes. Director Neel said some
are in industrial areas and cited examples. Councilmember Nelson differed with Director Neel's opinion
that the buffer at Eagle Mountain was similar to the proposed buffer in the concept plan for a Springville
bike park. Councilmember Crandall asked if a trail system could connect to Community Park.
Councilmember Snelson answered the Active Transportation Committee is working on trail connectivity
and those things come together very well in the master planning process. Administrator Fitzgerald added
the 1200 West trail goes through Community Park and connects to the Spanish Fork trail system and will
eventually go north when Provo is willing. Councilmember Snelson reiterated the connectivity is in the
planning stages. Councilmember Crandall suggested a bike park in the Community Park might be a good
option. Councilmember Neel agreed.

Councilmember Nelson asked about 250 South connecting to Center Street. Administrator
Fitzgerald answered the connecting road could be abandoned. Councilmember Nelson asked to circle
back from a process perspective because he was surprised and wants to be engaged. Councilmember
Packard added this location is preferred because of access to other trails, but citizen involvement is
crucial because it is their neighborhood. Director Neel said well-spoken and he agreed. Councilmember
Packard concluded by requesting the design includes rearranging activities and features so the
neighborhood also enjoys this park. Director Neel agreed.

c) Discussion regarding Facility Use Agreements - Troy Fitzgerald, City Administrator

232 Mayor Child postponed this item.

234 4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

- 236 a) Discussion with Department Directors
- b) Mayor and Council Reports

238 There were none. Mayor Child asked for a motion to go into a closed session.

240 4. ADJOURNMENT

242 COUNCILMEMBER NELSON MOVED TO ADJOURN THE REGULAR MEETING AT 6:38 P.M. AND GO INTO A CLOSED SESSION FOR PROPERTY. COUNCILMEMBER PACKARD SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

244	COUNCILMEMBER CRANDALL	AYE
	COUNCILMEMBER JENSEN	AYE
246	COUNCILMEMBER NELSON	AYE
	COUNCILMEMBER PACKARD	AYE
248	COUNCILMEMBER SNELSON	AYE

250 5. CLOSED SESSION

252 *The Springville City Council may temporarily recess the regular meeting and convene in a closed session as provided by Utah Code Annotated Section 52-4-205*

254 The City Council returned to the Work/Study Meeting at 6:44 p.m.

256 Mayor Child called the meeting to attention and turned the time over to Attorney Penrod, who introduced the discussion of the purchase of a property. He explained a property immediately north of fire station #41 is available for sale. It is 0.56 acres, the asking price is \$350,000 and an appraiser verified that price is in the market ballpark. He explained this lot could be a continuance of the Civic Center Campus, whether it become parking or some other amenity. He turned the time over to the Council.

260 COUNCILMEMBER NELSON MOVED TO PURCHASE THE PROPERTY AT 60 WEST CENTER STREET FOR \$350,000 AND TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT IMMEDIATELY. COUNCILMEMBER PACKARD SECONDED THE MOTION, AND THE ROLL CALL VOTE IS RECORDED AS FOLLOWS:

264	COUNCILMEMBER CRANDALL	AYE
	COUNCILMEMBER JENSEN	AYE
266	COUNCILMEMBER NELSON	AYE
	COUNCILMEMBER PACKARD	AYE
268	COUNCILMEMBER SNELSON	AYE

270 Mayor Child asked for a motion to adjourn.

272 COUNCILMEMBER SNELSON MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:44 P.M. COUNCILMEMBER PACKARD SECONDED THE MOTION, ALL VOTED AYE.

274

276

278

280 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, OCTOBER 12, 2021.*

282 *I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting Deputy Recorder for Springville*
284 *City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete*
record of this meeting held on Tuesday, OCTOBER 12, 2021.

286

288

DATE APPROVED: _____

Jennifer Grigg
Deputy Recorder



STAFF REPORT

DATE: November 9, 2021
TO: Honorable Mayor and City Council
FROM: Kim Crane, City Recorder
SUBJECT: FACKRELL ANNEXATION APPROVAL

RECOMMENDED MOTION

Motion to approve Ordinance No. ____-2021 that approves the Fackrell Annexation regarding parcel #26:006:0100 and parcel #26:006:0102 for approximately 1.981 acres, located at approximately 2295 East 700 South, Utah County as an R1-15 zone.

SUMMARY OF ISSUES/FOCUS OF ACTION

Should the City Council accept the proposed Fackrell Annexation Petition for approval?

BACKGROUND

Keith and Jerrie Fackrell submitted an annexation petition to Springville City proposing that their property, which is currently unincorporated, be annexed into the City's municipal boundary. A map of the Fackrell property can be found as an attachment to the Ordinance that accompanies this Staff report. The requirements put into place for filing an annexation petition with the City by U.C.A. Section 10-2-403 were followed and the petition was approved on September 07, 2021, for further consideration by the City Council.

On September 28, 2021; the Springville City Planning Commission recommended the City Council apply the R1-15 zone to parcel ##26:006:0100 and parcel #26:006:0102 within the annexation.

On October 05, 2021, a Certification of Annexation for the Fackrell Annexation was approved and was given to Utah County for review and consent. On October 20, 2021, the Board of Utah County Commissioners approved Resolution #2021-911 consenting to the Fackrell Annexation.

DISCUSSION

Staff believes the proposed annexation is supported by an analysis of the annexation according to the above-listed review criteria. Annexing the Fackrell property is

CITY COUNCIL AGENDA

Meeting Date: November 16, 2021

consistent with the City's General Plan and including the property within Springville's boundaries should not place an undue burden on City resources. Springville City Code 11-3-307 does not require water rights to be tendered at the time of annexation so such water rights, if any, should not hinder the proposed annexation. The Fackrell property seems to be a natural fit for the City.

ALTERNATIVES

Decline the annexation petition.





Petition for Annexation

Name of Annexation: Fackrell Annexation

Approximate Address of Subject Property: 2295 E 700 S, Springville, UT 84663

A legal description of the Subject Property must be submitted electronically to the City Recorder. You may attach a hard copy of the legal description to this Petition, if available, but an electronic submission **must be received.**

Petitioner respectfully represents the following:

- 1. This Petition meets the requirements of Utah Code Annotated (U.C.A.) § 10-2-403(2), that call for the following steps to be taken before this Petition is filed, specifically:
 - A. Petitioners have filed the notice of intent as required by U.C.A. § 10-2-403(2)(a) with the City Recorder and sent a copy of the notice to each affected entity as defined in U.C.A. § 10-2-401(1)(a), and
 - B. The City has received a copy of the notice that Utah County is required to send by U.C.A. § 10-2-403(2)(b) and a certificate from Utah County indicating that the notice has been mailed to the parties listed in section (2)(b)(i)(A).

PLEASE NOTE: Sections 1A and 1B require the sending of two separate notices and these notices must be sent before the City can accept any Petition for Annexation. Please review U.C.A. § 10-2-403(2) in order to meet these prerequisites for filing your Petition.

- 2. The Subject Property meets the requirements that must be met for a contiguous, unincorporated area to be annexed into a municipality as stated in U.C.A. § 10-2-402.
- 3. The Petition contains the signatures required by U.C.A. § 10-2-403(3)(b).
- 4. The Petition is accompanied by:
 - A. An accurate and recordable map, prepared by a licensed surveyor in accordance with U.C.A. § 17-23-20, of the area proposed for annexation; and
 - B. A copy of the notice sent to affected entities as required above in Section 1A of this Petition and a list of the affected entities to which the notice was sent.
- 5. This Petition designates the following signers of the petition as sponsors, one of whom is designated as the Contact Sponsor, with the mailing address of each sponsor being indicated:

Print Clearly (Contact Sponsor = **CS**, Sponsor = **S**)

Petitioner(s)	Address	Phone
CS Kent Stephens	135 E Magnolia Ln, Mapleton, UT 84664	801-706-3085
S <i>Keith R. V. Ball</i>		
S <i>Jennie S. Fackrell</i>		
S		
S		

- 6. This Petition does not propose the annexation of all or part of an area proposed for annexation to a municipality in a previously filed petition that has not been denied, rejected, or granted.
- 7. On the date of this Petition being filed, the Petition sponsors shall deliver or mail a copy of the Petition to the Utah County clerk.
- 8. If annexed, the petitioners request the property be zoned R1-10 . Making this request does not ensure that the property will be zoned as requested.
- 9. This petition meets any and all requirements for an annexation petition as stated in U.C.A. § 10-2-403 and all other related and relevant sections of the Utah Code Annotated.

Wherefore, the Petitioners hereby request that this petition be considered at the next regularly scheduled meeting of the municipal legislative body that is at least 14 days after the date the petition was filed; that a resolution be adopted accepting this Petition for annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

DATED this 31st day of August , 20 21

Signatures to follow:

CS *Kent Stephens* dotloop verified
08/31/21 12:53 PM
PDT

S *Keith R. Packard*

S *Ferris S. Packard*

S

S

NOTICE:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the Springville City Recorder. If you choose to withdraw your signature, you shall do so no later than 30 days after Springville City receives notice that the petition has been certified. (UCA (10-2-403(3)(d))



Community Development
110 South Main Street
Springville, UT 84663
801.491.7861
www.springville.org

PROPERTY OWNERS
CONSENT FORM

(We) (I) Keith and Jerrie Fackrell, the undersigned owner(s)
of real property located at 2295 E 700 SOUTH, Springville, Utah,
identified by tax serial number(s) 26:005:0112, 26:005:0029, 26:005:0007, 26:006:0100, 26:06:0102

hereby grant Kent Stephens permission to apply to the
Springville City Planning Commission for the following changes to the property:

- Zone Change from R1-15 to R1-10
Subdivision Approval
Annexation into Springville City
Other

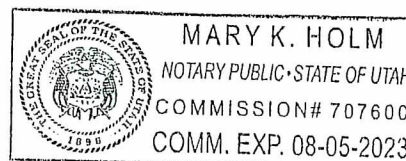
Dated this 29th day of May, 20 21.

Handwritten signatures of Keith R Fackrell and Jerrie S Fackrell

State of Utah)
: ss.
County of Utah)

On this 1st day of June 2021, appeared before me
Keith & Jerrie Fackrell, the signer(s) of the foregoing instrument
who acknowledged execution thereof.

Handwritten signature of Notary Public and the text NOTARY PUBLIC



CITY COUNCIL OF SPRINGVILLE CITY

RESOLUTION NUMBER: #2021-42

SHORT TITLE: A RESOLUTION ACCEPTING FOR FURTHER CONSIDERATION THE PETITION FOR ANNEXATION OF CERTAIN REAL PROPERTY UNDER THE PROVISIONS OF UTAH STATE CODE TITLE 10, CHAPTER 2, PART 4 UCA, AS AMENDED.

PASSAGE BY THE CITY COUNCIL
ROLL CALL

NAME	MOTION	SECOND	FOR	AGAINST	OTHER
Liz Crandall			✓		
Craig Jensen			✓		
Brett Nelson	✓		✓		
Matt Packard			✓		
Mike Snelson		✓	✓		
	TOTALS		5	—	—

This resolution was passed by the City Council of Springville City, Utah, on the 07th day of September 2021; on a roll call vote as described above.

Approved and signed by me this 07th day of September 2021.




Richard J. Child, Mayor

ATTEST:


Kim Crane, City Recorder

RESOLUTION #2021-42

A RESOLUTION ACCEPTING FOR FURTHER CONSIDERATION THE PETITION FOR ANNEXATION OF CERTAIN REAL PROPERTY UNDER THE PROVISIONS OF UTAH STATE CODE TITLE 10, CHAPTER 2, PART 4 UCA, AS AMENDED.

WHEREAS, on June 04, 2021, the owners of certain real property (petitioners) filed a petition with the City Recorder of Springville City, Utah County, State of Utah requesting that such property be annexed to the municipality of Springville City; and

WHEREAS, said petition complies with all of the requirements of Utah State Code Title 10, Chapter 2, Part 4 UCA, as amended; and

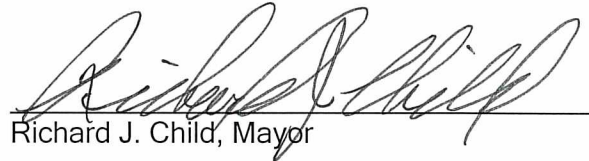
WHEREAS, said petition now appears before the City Council of Springville City, Utah County, State of Utah, pursuant to Utah State Code Section 10-2-405(1) as the appropriate municipal legislative body to accept or deny the petition for further consideration.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Springville City, Utah County, State of Utah, that the Annexation Petition, attached hereto as Exhibit A, is hereby accepted for further consideration under the provisions of Utah State Annexation Law and is hereby referred to the City Recorder for a review pursuant to Utah State Code Section 10-2-405(2) UCA, as amended.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately, as allowed by law.

ADOPTED AND PASSED by the City Council this 7th day of September 2021.




Richard J. Child, Mayor

ATTEST:



Kim Crane, City Recorder



CERTIFICATION OF ANNEXATION PETITION

I, Kim Crane, duly appointed and acting City Recorder of Springville City in Utah County, State of Utah, do hereby certify that a Petition for Annexation and Map was filed with the City on August 31, 2021, by Keith and Jerrie Fackrell. The Petition was accepted by the Springville City Council on September 07, 2021, for further consideration pursuant to (U.C.A.)10-2-405.

Springville City may grant the petition and annex the area described in the petition unless a written protest to the annexation petition is filed with the Utah County Boundary Commission, Alice Black, 100 East Center Street, Provo, Utah, 84606 and a copy delivered to Springville City, Attn. City Recorder, 110 South Main Street, Springville, Utah 84663 on or before November 04, 2021.

The area proposed for annexation has and will continue to be serviced by Springville City fire, emergency, and law enforcement services.

I hereby certify the Petition and state the referenced Petition for Annexation has been determined to meet the requirements of (U.C.A.)10-2-405 (2), (3), and (4).

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed the seal of Springville City this 05th day of October 2021.



(seal)

A handwritten signature in blue ink, appearing to read "K Crane", is written over a horizontal line.

Kim Crane, City Recorder

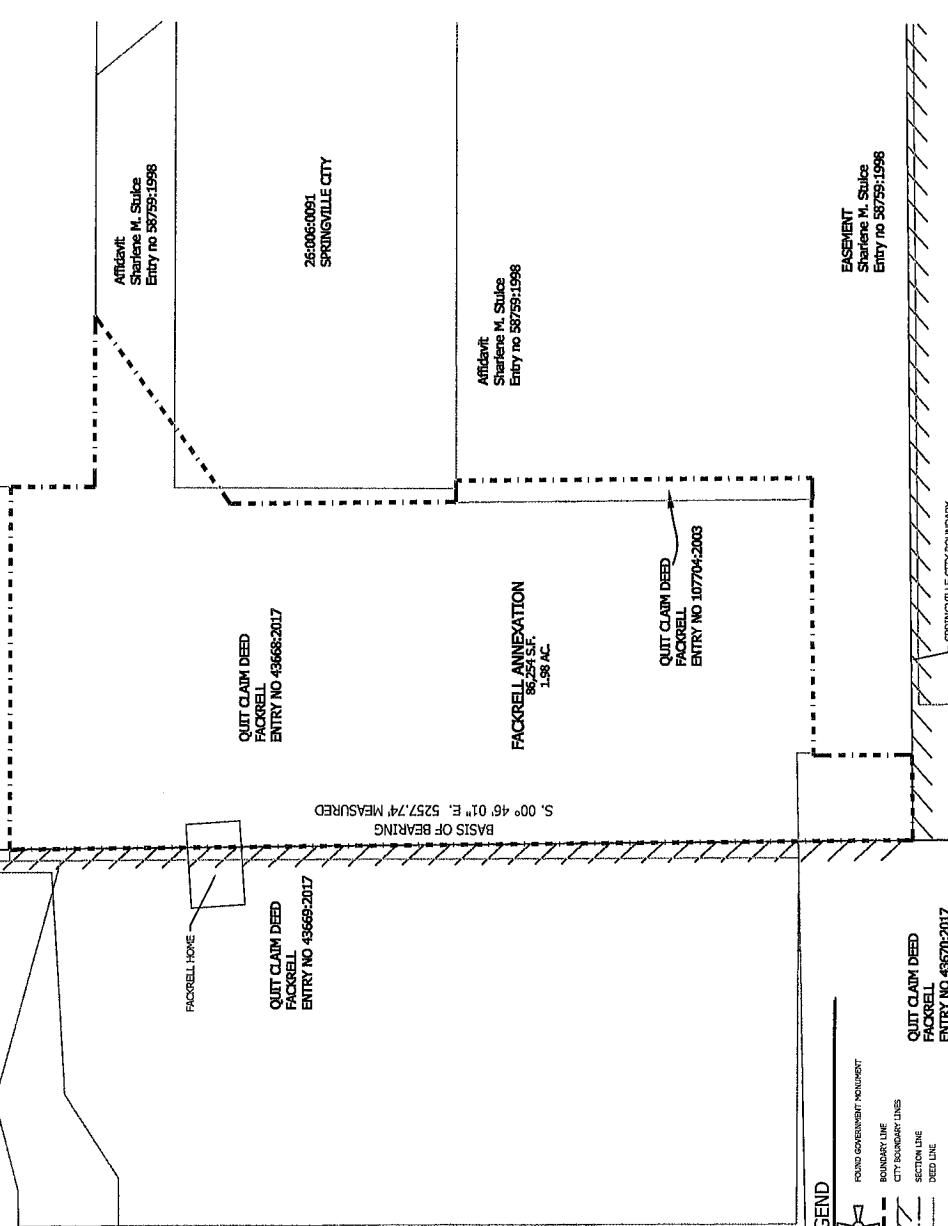
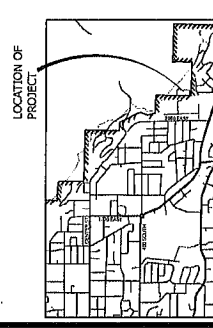
FACKRELL ANNEXATION

NE 1/4 SECTION 2, TOWNSHIP 8 SOUTH,
RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN,
SPRINGVILLE CITY, UTAH COUNTY, UTAH

SURVEYOR CERTIFICATE

I, SHARLENE M. SUJICE, a duly qualified and licensed Surveyor in the State of Utah, do hereby certify that I have personally surveyed and recorded the foregoing plat and have been duly sworn to the truth of the same before me in accordance with Section 17-20-2 of the Utah Code, and that the same is a true and correct representation of the tract of land to be annexed to the City of Springville, Utah, as shown on the plat, and that the same is a true and correct representation of the tract of land to be annexed to the City of Springville, Utah, as shown on the plat, and that the same is a true and correct representation of the tract of land to be annexed to the City of Springville, Utah, as shown on the plat.

RECORDED IN THE OFFICE OF THE COUNTY CLERK OF UTAH COUNTY, UTAH, ON THIS _____ DAY OF _____, 2017, AT _____ O'CLOCK _____ OF THE DAY.



BOUNDARY DESCRIPTION

A PARCEL OF LAND THAT LIES WITHIN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, IS HEREBY ANNEXED TO THE CITY OF SPRINGVILLE, UTAH, AS SHOWN ON THE PLAT AND AS DESCRIBED IN THE PLAT. THE SAID PARCEL OF LAND IS BEING ANNEXED TO THE CITY OF SPRINGVILLE, UTAH, AS SHOWN ON THE PLAT AND AS DESCRIBED IN THE PLAT. THE SAID PARCEL OF LAND IS BEING ANNEXED TO THE CITY OF SPRINGVILLE, UTAH, AS SHOWN ON THE PLAT AND AS DESCRIBED IN THE PLAT.

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT THE CITY OF SPRINGVILLE, UTAH, HAS RECEIVED A PETITION FROM THE LANDOWNER OF THE FOREGOING PLAT AND THAT THE CITY OF SPRINGVILLE, UTAH, HAS REVIEWED THE PETITION AND HAS APPROVED THE ANNEXATION OF THE FOREGOING PLAT TO THE CITY OF SPRINGVILLE, UTAH, AS SHOWN ON THE PLAT AND AS DESCRIBED IN THE PLAT.

APPROVED: _____ DATE _____

UTAH COUNTY SURVEYOR

APPROVED THIS _____ DAY OF _____, A.D. 2017, A.D.

COUNTY SURVEYOR (PLEASE SIGN BELOW) _____ DATE _____

APPROVED AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. 2017, A.D.

COUNTY ATTORNEY _____ DATE _____

BOUNDARY COMMISSION

FOUR DOCUMENTS, ADOPTED BY LEGISLATIVE BODY OF _____ CITY ON _____

PROTEST RECEIVED _____

NO PROTESTS RECEIVED _____

BOUNDARY COMMISSION CHAIRMAN _____

FACKRELL ANNEXATION

LOCATED IN THE SE 1/4 OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN,
SPRINGVILLE CITY, UTAH COUNTY, UTAH

RECORDED IN THE OFFICE OF THE COUNTY CLERK OF UTAH COUNTY, UTAH, ON THIS _____ DAY OF _____, 2017, AT _____ O'CLOCK _____ OF THE DAY.

UTAH COUNTY RECORDING CERTIFICATE

LEGEND

- FOUND CORNER/MONUMENT
- BOUNDARY LINE
- CITY BOUNDARY LINES
- SECTION LINE
- DEED LINE

FOUND SOUTH QUARTER CORNER 2" IN ASPHALT MARKING SECTION 2, TOWNSHIP 8 S., RANGE 3 E., SL88M

APEX ENGINEERING, INC.
461 N. Main St., Spanish Fork, UT

SCALE: 1" = 30'

BOUNDARY DESCRIPTION

A PARCEL OF LAND THAT LIES FULLY WITHIN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. COMPRISING OF 1.98 ACRES, 0.05 OF AN ACRE OF THAT PARTICULAR PARCEL OF LAND AS FOUND IN QUIT CLAIM DEED ENTRY NO. 107704:2003 IN THE UTAH COUNTY RECORDER'S OFFICE, 0.06 OF AN ACRE OF THAT PARTICULAR PARCEL OF LAND AS FOUND IN QUIT CLAIM DEED ENTRY NO. 43670:2017 IN THE UTAH COUNTY RECORDER'S OFFICE, AND 1.93 ACRES OF THAT PARTICULAR PARCEL OF LAND AS FOUND IN THE QUIT CLAIM DEED ENTRY NO 43668:2017 IN THE UTAH COUNTY RECORDER'S OFFICE. BASIS OF BEARING LIES S 00° 46' 01" E. 5257.74 FEET, MEASURED, BETWEEN THE TWO FOUND UTAH COUNTY MONUMENTS MONUMENTING THE QUARTER SECTION LINE BETWEEN THE NORTH QUARTER CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 2. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING SPRINGVILLE CITY BOUNDARY, SAID POINT LIES 882.92 FEET S. 00° 46' 01" E. ALONG THE SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG THE FACKRELL PROPERTY AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE ENTRY NO 43668:2017 THE FOLLOWING (5) FIVE COURSES (1) EAST 192.10 FEET, (2) SOUTH 44.88 FEET, (3) EAST 90.00 FEET, (4) S 53° 46' 35" W 122.46 FEET; (5) S 00° 37' 06" E 120.26 FEET TO THE NORTHERLY LINE OF FACKRELL PROPERTY AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE ENTRY NO 107704-2003; THENCE ALONG SAID FACKRELL PROPERTY THE FOLLOWING (4) FOUR COURSES, (1) EAST 11.28 FEET, (2) S 00° 37' 06" E 190.05 FEET, (3) S 89° 28' 00" W 11.48 FEET, (4) N 00° 37' 06" W 0.42 FEET TO THE SOUTHERLY LINE OF SAID FACKRELL PROPERTY ENTRY NO 43668:2017; THENCE S 89° 28' 00" W 135.30 FEET ALONG SAID FACKRELL PROPERTY TO THE NORTHWESTERLY CORNER OF SHARLENE STULCE'S PROPERTY AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE ENTRY NO 58759:1998; THENCE S 00° 37' 42" E 52.40 FEET ALONG WESTERLY LINE OF SAID SHARLENE'S PROPERTY TO THE SPRINGVILLE CITY EXISTING BOUNDARY; THENCE ALONG SAID EXISTING SPRINGVILLE CITY BOUNDARY THE FOLLOWING (2) TWO COURSES, (1) S 89° 28' 39" W 45.30 FEET TO THE QUARTER SECTION LINE, (2) N 00° 46' 01" W 481.33 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 86,280 SQUARE FEET OR 1.981 ACRES.



**NOTICE OF MEETING AND AGENDA
PLANNING COMMISSION
SEPTEMBER 28, 2021 AT 7:00 P.M.**
City Council Chambers
110 South Main Street
Springville, Utah 84663

The meeting will begin at **7:00 p.m.**

The agenda will be as follows:

Call to Order

- Approval of the Agenda
- Approval of Minutes: August 24 & 31, 2021

Consent Agenda

The Consent Agenda includes items that are administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Commission. A call for objection or comment will be made on the consent agenda items. If there is any opposition or comment, the item will be taken off the consent agenda and put on the regular administrative session meeting agenda for discussion. If there are no objections or comments, the item(s) will pass without further consideration

1. David Simpson seeking preliminary plan approval for the Westfields Central Subdivision located in the area of 950 W 700 S in accordance with the Westfields Central New Neighborhood Plan.
2. Jared Pinegar seeking approval of a shared parking agreement between Zeppe's and a medical office on the properties located at 829 W 400 S and 828 W 450 S, pursuant to Section 11-6-113(2)(c) of Springville City Code.

Legislative Session – Public Hearing

3. Ryan Johnston requesting a zone map amendment to apply the Traditional Neighborhood Development Overlay Zone; a Neighborhood Plan; and a development agreement for the property located at 641 E 200 N, Parcel 23:041:0196.
4. Kent Stephens requesting a zoning designation on the Fackrell property parcels, due to annexation: 26:006:0100, 26:006:0102 with the R1-10 or R1-15 zone.
5. Lakeside Land Partners and Davies Design Build request a development agreement for the Lakeside Landing Special District generally located north of 400 South and west of 2000 West, in the Lakeside Community Area.

Administrative Session

6. Presentation and discussion of a potential zone map amendment request and development proposal located in the area of 1650 N 1750 West. Ken Holman, Overland Group.

Adjournment

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

This meeting was noticed in compliance with Utah Code 52-4-202 on September 24, 2021. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendas-minutes. Planning Commission meeting agendas are available through the Utah Public Meeting Notice website at www.utah.gov/pmn/index.html. Email subscriptions to Utah Public Meeting Notices are available through their website.

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 Community Development department at (801) 491-7861 at least three business days prior to the meeting.



DATE: September 24, 2021 Agenda Item #4
TO: Planning Commission Members
FROM: Josh Yost
RE: Kent Stephens requesting a zoning designation on the Fackrell property parcels, due to annexation: 26:005:0112, 26:005:0029, 26:005:0007, 26:006:0100, 26:006:0102 with the R1-10 or R1-15 zone.

The subject property is the subject of an annexation petition. The property is within the current annexation policy area established in the General Plan. The applicant is seeking a recommendation from the Planning Commission for what zone should be applied to the property upon its annexation. On June 22, the Planning Commission heard from staff, the applicant and members of the public regarding a requested zone map amendment from R1-15 to R1-10 for property within Springville City, referred to as the Fackrell property and located in the area of 2300 E 850 S, adjacent to the property that is the subject of this annexation petition. After discussion, extensive public comment, and more consideration by the Planning Commission, a recommendation of denial was forwarded to the City Council. The City Council concurred with the Planning Commission recommendation and denied the requested zone change, leaving the R1-15 zone in place. Based on this recent history, the R1-15 zoning of the adjacent property, and the clearly expressed public sentiment favoring the R1-15 zone, staff recommends that the R1-15 zone be applied to this property upon its annexation.

Motion for Approval

Move to recommend that the City Council apply the R1-15 zone to the above noted parcels upon their annexation into Springville City.

Encl.

Site Map

Site Map



Resolution No. 2021-911

**RESOLUTION CONSENTING TO THE FACKRELL ANNEXATION
INTO SPRINGVILLE CITY, UTAH.**

WHEREAS, the Board of County Commissioners of Utah County is in receipt of a request to consent to the Fackrell Annexation from Springville City. A map depicting the Fackrell Annexation is attached hereto as Exhibit "A" and incorporated herein by this reference; and

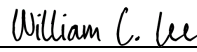
WHEREAS, pursuant to Section 10-2-402(1)(b)(iii), Utah Code Annotated, 1953 as amended, an unincorporated area may not be annexed which will leave or create an unincorporated island or unincorporated peninsula unless the county and municipality have agreed otherwise; and

WHEREAS, the Board of County of County Commissioners of Utah County have no objection to the Fackrell Annexation into Springville City, Utah; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Utah County, Utah, that pursuant to Section 10-2-402(1)(b)(iii)(B), Utah Code Annotated, 1953 as amended, Utah County hereby consents to the Fackrell Annexation into Springville City, Utah, so long as the boundaries of the Fackrell Annexation remain the same as those depicted in Exhibit "A" attached hereto.

RESOLVED AND ORDERED this 20th day of October, 2021.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

DocuSigned by:


WILLIAM C. LEE, Chair

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

By: DocuSigned by:
Alice Black
2937975904C74DB...
Deputy

By: DocuSigned by:
Robert J Moore
889C11BACFB0471...
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

VOTE
YEA NAY

WILLIAM C. LEE, CHAIR

 X _____

THOMAS K. SAKIEVICH, COMMISSIONER

 X _____

AMELIA POWERS GARDNER, COMMISSIONER

 X _____

ORDINANCE #XX-2021

AN ORDINANCE ANNEXING PROPERTY INTO SPRINGVILLE CITY, WHICH ANNEXATION IS KNOWN AS THE FACKRELL ANNEXATION

WHEREAS, a petition has been filed with the Springville City Council by Keith R. and Jerrie S. Fackrell, the owners of real property (Parcel Nos. 26:006:0100 and 26:006:0102), which property lies contiguous to the corporate limits of Springville City and is more specifically described under Section 1 below and on the map attached as Exhibit A (the "Property"); and

WHEREAS, the petitioners have also submitted an accurate plat of said territory and have filed the same in the office of the Springville City Recorder; and

WHEREAS, the Springville City Recorder has certified that the petition complies with the requirements of Sections 10-2-403 and 405 of the Utah Code as it pertains to the annexation; and

WHEREAS, Springville City has accepted the petition and certified it to the Utah County Commission pursuant to Section 10-2-405 of the Utah Code; and

WHEREAS, a notice of the certification was done pursuant to Section 10-2-406 of the Utah Code; and

WHEREAS, Springville City has studied the impact this annexation would have on the City, including utility impacts, infrastructure, and transportation; and

WHEREAS, no timely protests were received concerning the annexation petition; and

WHEREAS, a public hearing was held before the Springville City Council on November 16, 2021, pursuant to Section 10-2-407 of the Utah Code, with notice having taken place in accordance with said section; and

WHEREAS, on September 28, 2021, the Planning Commission held a properly noticed public hearing to consider whether the Property should be zoned with the R-15 zoning district and recommended that the property should be zoned R-15; and

WHEREAS, the property petitioned for annexation is undeveloped, and has development concepts consistent with the Springville City Comprehensive General Plan; and

WHEREAS, after holding the public hearing November 16, 2021, the Springville City Council finds that: (1) all the necessary requirements of the Utah Code and the City's annexation policy of the General Plan for the Property to be annexed into Springville City have been met; (2) it's in the best interests of the City to annex the property; and (3) the Property should be zoned with the R-15 zone and the zoning map should be amended to reflect the zoning of the Property.

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

SECTION 1. The boundaries of Springville City are hereby extended so as to include and incorporate within the said City limits the following real property located in Utah County:

A PARCEL OF LAND THAT LIES FULLY WITHIN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. COMPRISING OF 1.98 ACRES, 0.05 OF AN ACRE OF THAT PARTICULAR PARCEL OF LAND AS FOUND IN QUIT CLAIM DEED ENTRY NO. 107704:2003 IN THE UTAH COUNTY RECORDER'S OFFICE, 0.06 OF AN ACRE OF THAT PARTICULAR PARCEL OF LAND AS FOUND IN QUIT CLAIM DEED ENTRY NO. 43670:2017 IN THE UTAH COUNTY RECORDER'S OFFICE, AND 1.93 ACRES OF THAT PARTICULAR PARCEL OF LAND AS FOUND IN THE QUIT CLAIM DEED ENTRY NO 43668:2017 IN THE UTAH COUNTY RECRODER'S OFFICE. BASIS OF BEARING LIES S 00° 46' 01" E. 5257.74 FEET, MEASURED, BETWEEN THE TWO FOUND UTAH COUNTY MONUMENTS MONUMENTING THE QUARTER SECTION LINE BETWEEN THE NORTH QUARTER CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 2. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING SPRINGVILLE CITY BOUNDARY, SAID POINT LIES 882.92 FEET S. 00° 46' 01" E. ALONG THE SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG THE FACKRELL PROPERTY AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE ENTRY NO 43668:2017 THE FOLLOWING (5) FIVE COURSES (1) EAST 192.10 FEET, (2) SOUTH 44.88 FEET, (3) EAST 90.00 FEET, (4) S 53° 46' 35" W 122.46 FEET; (5) S 00° 37' 06" E 120.26 FEET TO THE NORTHERLY LINE OF FACKRELL PROPERTY AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE ENTRY NO 107704-2003; THENCE ALONG SAID FACKRELL PROPERTY THE FOLLOWING (4) FOUR COURSES, (1) EAST 11.28 FEET, (2) S 00° 37' 06" E 190.05 FEET, (3) S 89° 28' 00" W 11.48 FEET, (4) N 00° 37' 06" W 0.42 FEET TO THE SOUTHERLY LINE OF SAID FACKRELL PROPERTY ENTRY NO 43668:2017; THENCE S 89° 28' 00" W 135.30 FEET ALONG SAID FACKRELL PROPERTY TO THE NORTHWESTERLY CORNER OF SHARLENE STULCE'S PROPERTY AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE ENTRY NO 58759:1998; THENCE S 00° 37' 42" E 52.40 FEET ALONG WESTERLY LINE OF SAID SHARLENE'S PROPERTY TO THE SPRINGVILLE CITY EXISTING BOUNDARY; THENCE ALONG SAID EXISTING SPRINGVILLE CITY BOUNDARY THE FOLLOWING (2) TWO COURSES, (1) S 89° 28' 39" W 45.30 FEET TO THE QUARTER SECTION LINE, (2) N 00° 46' 01" W 481.33 FEET TO THE POINT OF BEGINNING.

SECTION 2. That the Property, as described in Section 1 and shown on the map attached as Exhibit A is hereby zoned R1-15 and the zoning map should be amended to incorporate the zoning of the Property.

SECTION 3. Springville City staff is directed and authorized to follow all state annexation laws to finalize this annexation.

SECTION 4. This Ordinance shall not become part of the Springville City Municipal Code.

SECTION 5. This ordinance shall take effect upon the first publication or posting as required by law.

ADOPTED by the City Council of Springville, Utah, this ____ day of November 2021.

Richard J. Child, Mayor

ATTEST:

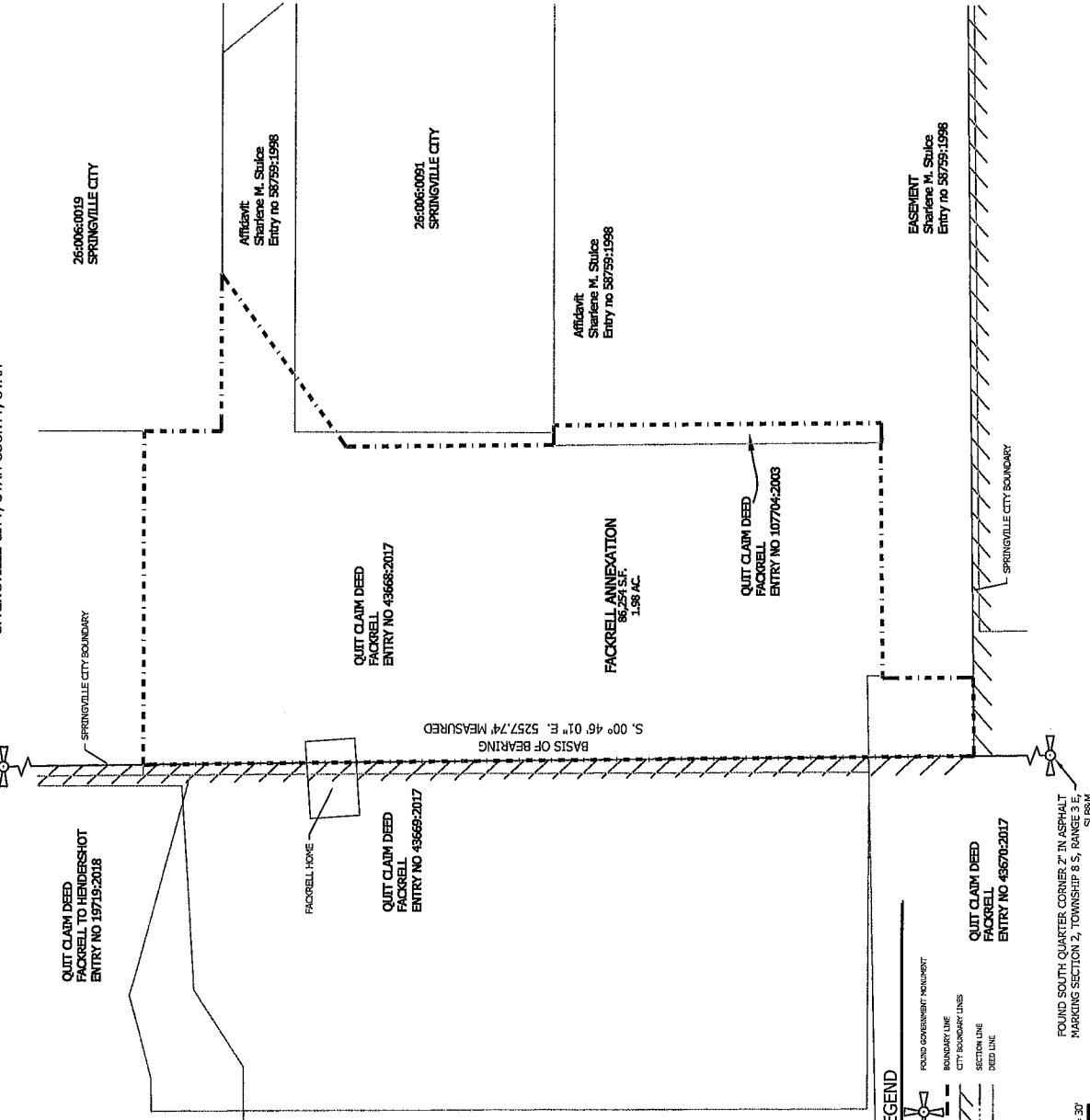
Kim Crane, City Recorder

FACKRELL ANNEXATION
NE 1/4 SECTION 2, TOWNSHIP 8 SOUTH,
RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN,
SPRINGVILLE CITY, UTAH COUNTY, UTAH

FOUND NORTH QUARTER CORNER IN CONCRETE MARKING SECTION 2, TOWNSHIP 8 S, RANGE 3 E, SLB84

QUIT CLAIM DEED
FACKRELL TO HENDERSHOT
ENTRY NO 19719-2018

26-006-0019
SPRINGVILLE CITY



Attidavit
Sharlene M. Sulice
Entry no 58759-1998

QUIT CLAIM DEED
FACKRELL
ENTRY NO 43668-2017

QUIT CLAIM DEED
FACKRELL
ENTRY NO 43668-2017

26-006-0091
SPRINGVILLE CITY

Attidavit
Sharlene M. Sulice
Entry no 58759-1998

FACKRELL ANNEXATION
86,254 S.F.
1.98 AC.

QUIT CLAIM DEED
FACKRELL
ENTRY NO 107704-2003

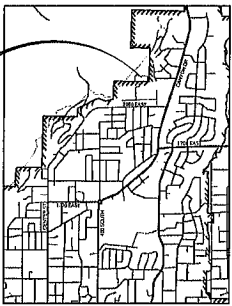
EASEMENT
Sharlene M. Sulice
Entry no 58759-1998

SPRINGVILLE CITY BOUNDARY

QUIT CLAIM DEED
FACKRELL
ENTRY NO 49570-2017

FOUND SOUTH QUARTER CORNER 2\" IN ASPHALT MARKING SECTION 2, TOWNSHIP 8 S, RANGE 3 E, SLB84

LOCATION OF PROJECT



SURVEYOR CERTIFICATE

APPROVED THIS _____ DAY OF _____, A.D. 2021.

UTAH COUNTY SURVEYOR

CITY RECORDER'S SIGNATURE (PLEASE, BELOW)

APPROVED AS TO FORM BY _____ DATE _____

COUNTY COMMISSION ACTION:

APPROVED AS TO BEARING BY _____ DATE _____

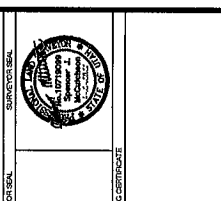
BOUNDARY COMMISSION

BOUNDARY COMMISSION CHAIRMAN

NO PROTESTS RECEIVED

BOUNDARY COMMISSION CHAIRMAN

FACKRELL ANNEXATION
LOCATED IN THE SE 1/4 OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN,
SPRINGVILLE CITY, UTAH COUNTY, UTAH



RECORDED SEAL

COUNTY SURVEYOR SEAL

UTAH COUNTY RECORDING CERTIFICATE

LEGEND

- FOUND CORNER/MARKING
- BOUNDARY LINE
- CITY BOUNDARY LINES
- SECTION LINE
- DEED LINE

SCALE: 1" = 30'

NORTH

APX ENGINEERING, INC.
661 N. Main St., Spanish Fork, UT



STAFF REPORT

DATE: November 9, 2021
TO: Honorable Mayor and City Council
FROM: Bruce Riddle, Finance Director
SUBJECT: FY 2022 BUDGET AMENDMENT

RECOMMENDED MOTION

The Finance Department recommends adopting Resolution _____ to open and amend the General Fund, Capital Improvement Fund, Vehicle & Equipment Fund, Storm Water Fund and Solid Waste Fund budgets for operating and capital expenses applying to the Fiscal Year ending June 30, 2022 as outlined in Exhibit A (attached).

SUMMARY OF ISSUES/FOCUS OF ACTION

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

BACKGROUND

Unexpected revenues and expenses have emerged since the beginning of the budget year. In order to proceed with addressing the variations from the original budget, The Council will need to act through amending the budget.

DISCUSSION

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

- *General Fund*
 - Planning Department. The Planning Department received two donations from local businesses (Clyde Company and Central Bank) to supplement the cost of a comprehensive Springville Downtown Plan. These donations are being coupled with a \$50,000 UDOT grant received last year for the

same purpose. Appropriation of the donations will allow the planning process to continue.

- Library. The Library has received two grants: (1) a \$12,000 grant from the State to enhance the physical collection and (2) a \$17,000 grant from the State to enhance the digital collection. Appropriation of the grant will allow for additional collection resources to be purchases according to the grant agreement.
 - Treasury. With the Council's approval, the Treasury Division has entered into an agreement with FHN Main Street Advisors for investment advisor services and with U.S. Bank for custodial account services associated with investment account activities. Modest fees are required for these services, which are anticipated to be offset with additional interest earnings from the investments recommended by the advisor.
 - Fire/EMS. The Fire Department has been moving forward with a plan to staff the fire station on a 24/7 basis. The department applied for a federal grant this year, which it did not receive. Staffing shortages have necessitated moving forward with 24/7 staffing and moving away from significant reliance on reserve fire fighters and EMTs during night hours. Consistent with a recent presentation on the concept to the City Council, this budget amendment will allow the department to move forward with scheduling changes for the remainder of the budget year utilizing reserves. The department will re-apply for the federal grant next year.
 - CRC/Recreation. An audit of various accounts revealed that Recreation's merchant credit card fees have been being charged to the CRC. This amendment will simply move a portion of existing budget for credit card fees from Recreation to the CRC for more accurate accounting.
- *Capital Improvement Fund and Vehicle & Equipment Fund -*
 - Various accounts. A shift in account practice will allow us to better track fixed assets in the Vehicle & Equipment fund. For budget purposes, we account for new or upgraded vehicles and equipment in the CIP fund as these requests need to compete with other capital requests on an annual basis. However, the fixed asset accounting takes place in the Vehicle & Equipment fund. This accounting shift will make the process more seamless as we make year-end accounting entries. This budget adjustment has no net effect on the budget, simply adjusts where the expenses are recognized.
 - Storm Drain Fund - The Storm Drain department reached a settlement with a previous consultant who did work on the Storm Drain master plan regarding work that was paid for, but not fully delivered. The consultant is refunding the City for the work, which is being appropriated in the professional services account in order to contract with a new consultant for the work.
 - Solid Waste Fund. One of the Solid Waste trucks was involved in an accident, which caused significant damage to the vehicle. The repairs will be paid from proceeds of an insurance settlement from the at-fault party.



ALTERNATIVES

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

FISCAL IMPACT

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



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

Fiscal Year Ending June 30, 2022

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
Revenues									
	10	3900	850	Misc. Donations	0	20,000		20,000	Downtown Plan
	10	3300	364	Library Grants	8,800	29,000		37,800	State Library grant
	10	3600	610	Interest Income	110,000	5,000		115,000	Revised forecast
	48	3800	810	Transfer from CIP Fund	0	479,000		479,000	Transfer from CIP fund
	55	3700	757	Sundry Revenue	0	60,000		60,000	Consultant refund
	57	3700	757	Sundry Revenue	5,450	39,110		44,560	Insurance settlement
	Utilize Reserves					200,000			G.F. reserves
	Total Revenue Amendments					832,110			
Expenditures									
	10	4165	310	Professional Services	343,000	20,000		363,000	Downtown Plan; donations
	10	4220	110	Payroll - FT	357,840	87,443		445,283	Adjust to 24/7 coverage
	10	4220	120	Payroll - PT	300,946	49,349		350,295	Adjust to 24/7 coverage
	10	4220	121	Payroll - Reserves	237,253	11,508		248,761	Adjust to 24/7 coverage
	10	4220	130	Employee Benefits	249,875	51,700		301,575	Adjust to 24/7 coverage
	10	4550	245	Merchant Credit Card Fees	50,000		18,000	32,000	Shift budget for accounting
	10	4550	245	Merchant Credit Card Fees	0	18,000		18,000	Shift budget for accounting
	10	4580	241	Books, Media, Etc.	76,500	29,000		105,500	Physical collection enhancements; grant
	10	4145	310	Professional Services	5,000	5,000		10,000	Investment advisor and custodial account fees; increased interest income
	45	9000	712	Transfer to Vehicle Fund	0	479,000		479,000	Transfer funds to match accounting for fire truck expense



	48	4227	013	Fire/EMS Equipment	900,000	350,000		1,250,000	Transfer funds to match accounting for fire truck expense
	48	4185	001	Vehicle Purchases	0	25,000		25,000	Transfer funds to match accounting for bluestaker vehicle expense
	48	4210	021	Patrol Vehicles	104,000	104,000		208,000	Transfer funds to match accounting for new patrol vehicle expense
	55	5500	310	Professional Services	27,700	60,000		87,700	SD Master plan; prev. consultant refund
	57	5700	250	Equipment Expense	48,124	39,110		87,234	Equipment repairs; insurance
	Total Expenditure Amendments					1,329,110	18,000		

RESOLUTION #2021-XX

A RESOLUTION OPENING AND AMENDING THE GENERAL FUND, CAPITAL IMPROVEMENT FUND, VEHICLE & EQUIPMENT FUND, STORM WATER FUND, AND SOLID WASTE FUND BUDGETS FOR OPERATING AND CAPITAL EXPENSES APPLYING TO THE FISCAL YEAR ENDING JUNE 30, 2021 AS OUTLINED IN EXHIBIT A.

WHEREAS, the City Council has received a recommendation from the Administration that the Springville City General Fund, Capital Improvement Fund, Vehicle & Equipment Fund, Storm Water Fund and Solid Waste Fund budgets be opened and amended for operating and capital expenses; and,

WHEREAS, on November 16, 2021 the City Council held a duly noticed public hearing to ascertain and discuss the facts regarding this matter, which facts and comments are found in the meeting record; and,

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

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

PART I:

The Budget Officer is hereby authorized and directed to amend the budgets in the General Fund, Capital Improvement Fund, Vehicle & Equipment Fund, Storm Water Fund and Solid Waste Fund budgets for operating and capital expenses as outlined in Exhibit A.

PART II:

This resolution shall take effect immediately.

END OF RESOLUTION.

PASSED AND APPROVED this 16th day of November, 2021.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

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

Fiscal Year Ending June 30, 2021

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
Revenues									
	10	3900	850	Misc. Donations	0	20,000		20,000	Downtown Plan
	10	3300	364	Library Grants	8,800	29,000		37,800	State Library grant
	10	3600	610	Interest Income	110,000	5,000		115,000	Revised forecast
	48	3800	810	Transfer from CIP Fund	0	479,000		479,000	Transfer from CIP fund
	55	3700	757	Sundry Revenue	0	60,000		60,000	Consultant refund
	57	3700	757	Sundry Revenue	5,450	39,110		44,560	Insurance settlement
	Utilize Reserves					200,000			
	Total Revenue Amendments					\$832,110			
Expenditures									
	10	4165	310	Professional Services	343,000	20,000		363,000	Downtown Plan; donations
	10	4220	110	Payroll - FT	357,840	87,443		445,283	Adjust to 24/7 coverage
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	10	4550	245	Merchant Credit Card Fees	50,000		18,000	32,000	Shift budget for accounting
	10	4550	245	Merchant Credit Card Fees	0	18,000		18,000	Shift budget for accounting
	10	4580	241	Books, Media, Etc.	76,500	29,000		105,500	Physical collection enhancements; grant
	10	4145	310	Professional Services	5,000	5,000		10,000	Investment advisor and custodial account fees; increased interest income
	45	9000	712	Transfer to Vehicle Fund	0	479,000		479,000	Transfer funds to match accounting for fire truck

									expense
	48	4227	013	Fire/EMS Equipment	900,000	350,000		1,250,000	Transfer funds to match accounting for fire truck expense
	48	4185	001	Vehicle Purchases	0	25,000		25,000	Transfer funds to match accounting for bluestaker vehicle expense
	48	4210	021	Patrol Vehicles	104,000	104,000		208,000	Transfer funds to match accounting for new patrol vehicle expense
	55	5500	310	Professional Services	27,700	60,000		87,700	SD Master plan; prev. consultant refund
	57	5700	250	Equipment Expense	48,124	39,110		87,234	Equipment repairs; insurance
	Total Expenditure Amendments					1,329,110	18,000		



STAFF REPORT

DATE: November 8, 2021

TO: Honorable Mayor and City Council

FROM: Bruce Riddle, Finance Director

SUBJECT: WATER & SEWER REVENUE AND REFUNDING BONDS - PUBLIC HEARING REGARDING INTENT TO ISSUE BONDS

RECOMMENDED MOTION

There is no formal action required by the Council other than opening a Public Hearing pursuant to the City's publication of Notice of Intent to Issue Bonds, which occurred following the Council's action of adopting a parameters resolution in its November 2, 2021 regular meeting.

SUMMARY OF ISSUES/FOCUS OF ACTION

The recently adopted parameters resolution authorizes the Designated Officers of the City (the City Administrator, Finance Director or Mayor) to take advantage of current bond market conditions and proceed with issuing (a) refunding bonds associated with the 2008 Water & Sewer Revenue bonds that were issued for system improvements and (b) Water Revenue bonds (new money) for the construction of a water tank.

BACKGROUND

In 2008 the City of Springville issued Water and Sewer Revenue Bonds in the amount of \$15,135,000 for the purpose of constructing a waste water treatment plant and making a number of system improvements to the water system. To date the proceeds of the bonds have been spent in their entirety for their intended purposes. The Series 2008 bonds were amended in 2013 to an average coupon of 2.80%; a call date of February 1, 2021 at par; and a final maturity of February 2028.

The FY2021 Adopted Budget included the assumption that new debt of \$5,000,000 would be issued for the construction of a new water tank.

DISCUSSION

With the call date of February 1, 2021 reached, staff has been working with the City's financial advisors, John Crandall and Elizabeth Read of Stifel Financial (previously George K. Baum and Company), to explore opportunities to take advantage of the

unusually low interest rates currently available in the bond market. The intent of this bond issuance is to combine the Series 20028 refunding with the Water Revenue Bond (new money) issue to realize efficiencies in the issuing process and save additional bond issuance costs.

The City's financial advisor recommends issuing bonds through a public offering. Current market conditions are such that, the City should be able to expect net interest rates below 2%. At these rates, the refunding would generate net present value (NPV) savings of approximately \$470,000 and very low rates for the new-money portion of the issuance for the 20-year amortization of the bonds.

ALTERNATIVES

The City Council has adopted a parameters resolution and published a Notice of Intent to Issue Bonds. Following a public hearing, the City Council can either continue with the process of issuing bonds or not proceed with the issuing of bonds.

FISCAL IMPACT

The refunding bonds should produce savings of approximately \$470,000 over the remaining life of the bonds. The new-money bonds will subject the City to an addition \$5,000,000 in debt and annual debt service of approximately \$305,000 per year for their 20-year amortization. This debt service has been planned for in the Water Department's 20-year plan.



STAFF REPORT

DATE: October 26, 2021

TO: Honorable Mayor and City Council

FROM: Jack Urquhart, Management Analyst

SUBJECT: CONSIDERATION OF RESOLUTIONS TO AMEND THE CELL TOWER SITE LEASE AGREEMENTS BETWEEN SPRINGVILLE CITY AND CROWN CASTLE

RECOMMENDED MOTIONS

Motion to approve Resolutions No. ____ and No. ____ that approve amendments of the cell tower site lease agreements between Springville City and Crown Castle.

BACKGROUND

Springville City entered into the initial agreements for two cell tower sites now leased to Crown Castle and located at APN: 26-058-33 (just northwest of Evergreen Cemetery) in 1991 (Site 1) and 1995 (Site 2). In the resolutions, the two organizations agreeing to terms with Springville City for the tower sites are NCWPCS MPL 22 - Year Sites Tower Holdings LLC and T-Mobile West Tower LLC, respectively. Crown Castle is the parent company of both.

Site 1 had its final extension expire on July 31, 2021, and has continued on a month-to-month basis since that date. The final extension of the initial agreement on Site 2 will expire on January 31, 2026.

In December 2020, the Council approved a similar amendment with a different cell tower company on an adjacent cell tower site. Staff has compared that amendment and data from other cities to negotiate with Crown Castle and arrive at proposed mutually agreeable terms for both parties, adjusting rates to match the current market. The process has involved several revisions to add more value to Springville City. Among the key changes to the original agreement are increasing the annual rent to match the current market and adding a 15% revenue share for the City for future subtenants on the site.

DISCUSSION

The attached amendment has the following key provisions associated with the agreements:

Site 1:

- Rent would increase from \$2,000 per year to \$14,400 per year.
- Annual rent escalation of 3% would be added to the terms.
- Added revenue sharing would give Springville City 15% of rents for future co-locators.
- A one-time signing bonus of \$8,000 would be paid to the City.
- The lease term would be extended to 2041.

Site 2:

- Rent would increase from \$1,244 per month to \$1,476 per month.
- Annual rent escalation of 3% would remain in the terms.
- Added revenue sharing would give Springville City 15% of rents for future co-locators.
- A one-time signing bonus of \$20,000 would be paid to the City.
- The lease term would be extended to 2046.

Differences in rent amounts and one-time payments on the two sites are due to Crown Castle's anticipated rent revenues from cell carriers at each site.

Taken together, the two sites will give Springville City approximately \$32,312 in revenue annually with a 3% annual escalator and 15% revenue sharing for new co-locators. The expiring agreements equaled approximately \$16,928 in annual revenue. Additionally, the new agreements together will cause Crown Castle to pay Springville City two one-time payments combining to equal \$28,000.

ALTERNATIVES

The City Council could direct staff to renegotiate terms with Crown Castle. The City Council could choose to not amend the current agreements.

FISCAL IMPACT

The City would receive one-time payments of \$8,000 and \$20,000, and then \$14,400 per year and \$1,476 per month for the two cell tower sites. The monthly rent would increase by 3% annually for the length of the agreements, which end in 2041 and 2046, respectively.

Attachments: Proposed Resolutions with Amendments

RESOLUTION #2021-XX

A RESOLUTION APPROVING THE EXECUTION OF THE FIRST AMENDMENT TO SITE LEASE AGREEMENT BETWEEN THE CITY AND T-MOBILE WEST TOWER LLC.

WHEREAS, Springville City and Crown Castle entered into a lease agreement for the cell tower site at parcel 26-058-33 on September 26, 1995; and

WHEREAS, the current lease will expire on January 31, 2026; and

WHEREAS, Springville City and Crown Castle desire to amend the agreement to allow for additional renewal terms and other modifications; and

WHEREAS, Springville City and Crown have agreed to renewed terms as described in Exhibit A; and

WHEREAS, the City Council finds the First Amendment to Site Lease Agreement Between the City and T-Mobile West Tower LLC to be in the best interest of the City.

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

SECTION 1. Agreement Approval. The First Amendment to Site Lease Agreement, substantially in the form attached as EXHIBIT A, is approved and shall be executed by Springville City's Mayor.

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

PASSED AND APPROVED this ____ day of November 2021.

ATTEST

By _____
Richard J. Child, Mayor

Kim Crane, Recorder

EXHIBIT A

**FIRST AMENDMENT TO SITE LEASE AGREEMENT BETWEEN THE CITY AND
T-MOBILE WEST TOWER LLC.**

**FIRST AMENDMENT TO
SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT (the “First Amendment”) is made effective this ____ day of _____, 2021 (“Effective Date”), by and between SPRINGVILLE CITY, UTAH, a Utah municipal corporation (hereinafter referred to as “Landlord”) and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as “Tenant”). (The Landlord and Tenant are herein collectively referred to as the “Parties.”)

RECITALS

WHEREAS, Landlord and Western PCS II Corporation, a Delaware corporation (“Original Tenant”) entered into a Site Lease Agreement dated September 26, 1995, which was recorded in the official records of Utah County, Utah (“Official Records”) on July 12, 1996 at Entry No. 57413, Book 4017 Page 833 (the “Lease”) whereby Original Tenant leased approximately 2,500 square feet of certain real property located in Utah County, Utah from Landlord (the “Premises”), all located within certain real property owned by Landlord (“Landlord’s Property”); and

WHEREAS, T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on January 18, 1996 and expired on January 31, 2001. The Lease provides for five (5) extensions of five (5) years each, five (5) of which were exercised by Tenant. According to the Lease, the final extension expires on January 31, 2026; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.
2. Renewal. Section 5 of the Lease is being amended by deleting the following:

Tenant shall have the right to extend this Lease for five additional, five-year terms (“Renewal Term”).

and adding the following:

Tenant shall have the right to extend this Lease for nine (9) additional, five-year terms (each a “Renewal Term”).

The remainder of Section 5 of the Lease remains unchanged by this First Amendment. Landlord and Tenant hereby acknowledge that Tenant has exercised five (5) Renewal Terms, leaving a balance of four (4) Renewal Terms. If all Renewal Terms are exercised, the final Renewal Term will expire on January 31, 2046.

3. Rent.

a) One-Time Rent Increase. On the first (1st) day of the second (2nd) full month following full execution of this First Amendment, the monthly Rent shall increase to One Thousand Four Hundred Seventy-Five and 78/100 Dollars (\$1,475.78) per month. Following such increase, the monthly Rent shall continue to adjust pursuant to the terms of the Lease.

b) Annual Rent Escalation. Commencing on February 1, 2026 and every year thereafter (each an “Adjustment Date”), the monthly Rent shall increase by an amount equal to three percent (3%) of the monthly Rent in effect for the month immediately preceding the Adjustment Date. Such Rent escalations shall replace any Rent escalations currently in the Lease, including Section 5 of the Lease.

4. Additional Rent. In addition to the Rent currently paid by Tenant to Landlord pursuant to the Lease, as further consideration for the right to exclusively use and lease the Premises, if, after full execution of this First Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not already a subtenant on the Premises (each a “Future Subtenant”), Tenant agrees to pay to Landlord Fifteen percent (15%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the “Additional Rent”) within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Lease. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises, as long as it is within and pursuant to all laws, rules and regulations and the provisions of this Lease. There shall be no express or implied obligation for Tenant to sublease, license or otherwise allow occupancy of the Premises. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Premises prior to three months of the execution of this First Amendment

shall be expressly excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue.

5. **Insurance.** The Parties acknowledge and agree that Section 10 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date of this First Amendment, the insurance requirements of the Lease, as modified by this First Amendment, shall be controlled by this Section of this First Amendment.

- a. **Coverage Limits.** Tenant's required insurance shall have the following minimum coverage limits:

Commercial General Liability. Two Million and No/100 Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to the Lease, as amended, or the general aggregate limit shall be Four Million and No/100 Dollars (\$4,000,000.00). The required limits may be met by any combination of primary and excess or umbrella insurance.

Business Auto. One Million and No/100 Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

Workers' Compensation and Employer's Liability. Workers' Compensation as required by the State of Utah and Five Hundred Thousand and No/100 Dollars (\$500,000.00) per accident for Employer's Liability.

- b. **Policy Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

Additional Insured. Landlord, its officers, officials, employees and volunteers shall be listed as additional insured under the Commercial General Liability and Business Auto policies, as it relates to business operations. The coverage on said policies shall contain no special limitations on the scope of protection afforded to Landlord, its officers, officials, employees and volunteers.

Primary Insurance. Tenant's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by Landlord shall be excess of Tenant's insurance and shall not contribute with it.

Reporting. Any failure of the Tenant to comply with reporting provisions of the policies shall not affect coverage provided to Landlord, its officers, employees or volunteers.

Waiver of Subrogation. The insurers shall waive, in writing, all rights of subrogation against Landlord, its officers, officials, employees and volunteers for losses arising from Tenant's actions in performing (or failing to perform) under the Lease, as amended.

Cancellation. Each insurance policy required by this Section shall contain an undertaking by the insurer to notify Landlord in writing not less than thirty (30) days before suspension, cancellation, of such insurance policy for any reason other than non-payment of premium in which a ten (10) days' notice shall apply. If required insurance lapses, Landlord shall have the option of: (i) purchasing the insurance on behalf of Tenant and deducting the insurance costs from any amounts owed to Tenant; or (ii) terminating the Lease, as amended, if Tenant remains in default beyond the applicable cure period.

- c. **Best's Rating.** Each insurer shall have a Best's rating of A- VII or better. Insurers must maintain the A- VII or better rating for the entire term of the Lease, as amended. Within thirty (30) days of a written request from Landlord, and no more than once per calendar year, Tenant shall provide Landlord with an update showing each insurer's Best rating.
- d. **Certificates of Insurance.** Within thirty (30) days of a written request from Landlord, Tenant shall provide Landlord with certificates of insurance and with original endorsements effecting coverage required by the Lease, as amended. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

6. **Indemnification.** The Parties acknowledge and agree that Section 11 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date of this First Amendment, the indemnification requirements of the Lease, as modified by this First Amendment, shall be controlled by this Section of this First Amendment. Tenant shall and hereby does indemnify, defend (with legal counsel acceptable to Landlord) and hold Landlord harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "***Losses***"), whether to persons or property, arising directly from Tenant's use of the Premises and the use of the Premises by Tenant's employees, agents, contractors, guests, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Landlord or any of Landlord's employees, agents, contractors, and/or invitees. The parties hereby acknowledge and agree that Landlord is a governmental entity under the Utah Governmental Immunity Act, Utah Code Ann., §63G-7-101, et seq. ("UGIA"). Nothing in this Agreement shall be construed as a waiver of any rights, immunities, or defenses otherwise applicable under the UGIA, including the provisions of Utah Code Ann., §63G-7-604 regarding limitation of judgments.

7. **Survey.** Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. In the event that Landlord agrees in writing with the Survey, Tenant shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

8. **Conditional Signing Bonus.** Tenant will pay to Landlord a one-time amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) for the full execution of this First Amendment,

payable within sixty (60) days of the full execution of this First Amendment (“Conditional Signing Bonus”). In the event that this First Amendment (and any applicable memorandum of Lease and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

9. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord’s obligations under the Lease as amended hereby.

b) Tenant is not currently in default under the Lease, and to Landlord’s knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

10. Notices. Tenant’s notice address as stated in Section 12 of the Lease is amended as follows:

If to Tenant:

T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Leasing Administration

With a copy to:

T-Mobile West Tower LLC
c/o CCTMO LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Landlord’s notice addresses as stated in Section 12 of the Lease is amended as follows:

If to Landlord:

Springville City
Attn: City Administrator
110 South Main Street
Springville, UT 84663

With a copy to:

Springville City
Attn: City Recorder
110 South Main Street
Springville, UT 84663

11. Mediation. The parties acknowledge and agree that Section 17 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the mediation and arbitration requirements of the Lease, as modified by this First Amendment, shall be controlled by this Section of this First Amendment. If any dispute or claim on law or equity arises out of the Lease, Tenant and Landlord agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association before moving forward with litigation. Notwithstanding the foregoing, the mediation requirement shall not apply to a Party’s right to seek temporary or permanent injunctive relief. Jurisdiction for any litigation shall be in the State of Utah’s Fourth District.

12. Other Telecommunications Infrastructure. Tenant acknowledges and agrees that Landlord has leased space to other wireless telecommunications companies on the Landlord's Property, which wireless telecommunications companies have installed telecommunications infrastructure and facilities, and that to Tenant's actual knowledge, without investigation, such existing facilities as currently operated do not interfere with Tenant's operations on Leased Premises. Landlord shall have the right to continue to lease space to other wireless telecommunications companies on the Landlord's Property in accordance with the provisions of the Lease, as amended herein; provided the facilities installed by such companies do not interfere with Tenant's then existing telecommunications infrastructure and facilities. Tenant shall not operate equipment designed to deliberately interfere with the use of the Landlord's Property by other wireless telecommunications companies. The operation of equipment on the Leased Premises for the provision of communication services in compliance with Federal Communications Commission requirements will not be a violation of the preceding sentence.

13. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Landlord's Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

14. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

15. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent.

16. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this First Amendment in the Official Records at any time following the execution of this First Amendment by all parties hereto.

[Signature pages follow]

This First Amendment is executed by Tenant as of the date first written above.

TENANT:
T-MOBILE WEST TOWER LLC, a
Delaware limited liability company

By: CCTMO LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: _____

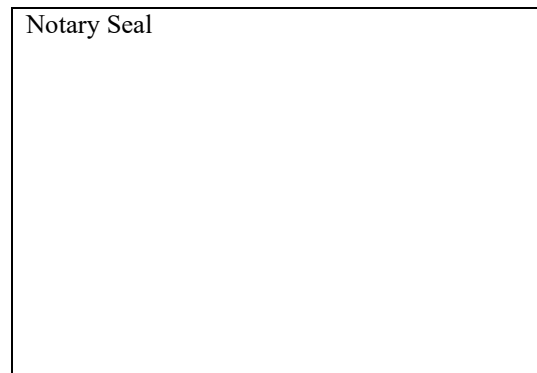
Print Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2021, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of CCTMO LLC, known or identified to me to be the person whose name is subscribed to the foregoing First Amendment to Site Lease Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



(Signature of Notary)

My Commission Expires: _____

WHEN RECORDED RETURN TO:

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

Space above this line for Recorder's Use

A.P.N. 26-058-0033

**Prior recorded document(s) in Utah County, Utah:
July 12, 1996 at #57413, Book 4017 Page 833**

**MEMORANDUM OF FIRST AMENDMENT TO
SITE LEASE AGREEMENT**

This Memorandum of First Amendment to Site Lease Agreement is made effective this _____ day of _____, 2021 by and between SPRINGVILLE CITY, UTAH, a Utah municipal corporation (hereinafter referred to as "Landlord"), and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

1. Landlord and Western PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease Agreement dated September 26, 1995, which was recorded in the official records of Utah County, Utah ("Official Records") on July 12, 1996 at Entry No. 57413, Book 4017 Page 833 (the "Lease") whereby Original Tenant leased approximately 2,500 square feet of certain real property located in Utah County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.

3. The Lease had an initial term that commenced on January 18, 1996 and expired on January 31, 2001. The Lease provides for five (5) extensions of five (5) years each, five (5) of which were exercised by Tenant (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expires January 31, 2026.

4. Landlord and Tenant have entered into a First Amendment to Site Lease Agreement (the "First Amendment"), of which this is a Memorandum, providing for four (4) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on January 31, 2046.

5. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

6. This Memorandum does not contain the social security number of any person.

7. A copy of the First Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

EXHIBIT A
(Legal Description of Landlord's Property)

SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. ALSO, COMMENCING 20 CHAINS SOUTH AND 10 CHAINS EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 10 CHAINS; EAST 10 CHAINS; NORTH 10 CHAINS; WEST 10 CHAINS TO THE BEGINNING. ALSO, COMMENCING 18.51 CHAINS SOUTH AND 10 CHAINS WEST OF THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 580.6 FEET; NORTH 73°45' WEST 501.3 FEET; NORTH 35°45' EAST 424.75 FEET; NORTH 42°53' EAST 130.6 FEET; EAST 144.5 FEET TO BEGINNING. ALSO, COMMENCING 8.09 CHAINS SOUTH AND SOUTH 62°30' EAST 5.98 CHAINS FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST OF THE SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 62°30' EAST 16.42 CHAINS; WEST 12.18 CHAINS; SOUTH 42°53' WEST 1.978 CHAINS; SOUTH 35°45' WEST 6.42 CHAINS; NORTH 74°15' WEST 2.70 CHAINS; NORTH 4.803 CHAINS; NORTH 31°25' EAST 10.16 CHAINS TO BEGINNING. ALSO, COMMENCING 1603 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 317 FEET; SOUTH 31°25' WEST 231 FEET; SOUTH 45°06' EAST 169.6 FEET TO BEGINNING.

RESOLUTION #2021-XX

A RESOLUTION APPROVING THE EXECUTION OF THE FIRST AMENDMENT TO SITE LEASE AGREEMENT BETWEEN THE CITY AND NCWPCS MPL 22 - YEAR SITES TOWER HOLDINGS LLC.

WHEREAS, Springville City and Crown Castle entered into a lease agreement for the cell tower site at parcel 26-058-33 on January 29, 1991; and

WHEREAS, the current lease has expired and has continued on a month-to-month basis; and

WHEREAS, Springville City and Crown Castle desire to amend the agreement to allow for additional renewal terms and other modifications; and

WHEREAS, Springville City and Crown have agreed to renewed terms as described in Exhibit A; and

WHEREAS, the City Council finds the First Amendment to Site Lease Agreement Between the City and NCWPCS MPL 22 - Year Sites Tower Holdings LLC to be in the best interest of the City.

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

SECTION 1. Agreement Approval. The First Amendment to Site Lease Agreement, substantially in the form attached as EXHIBIT A, is approved and shall be executed by Springville City's Mayor.

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

PASSED AND APPROVED this ____ day of November 2021.

ATTEST

By _____
Richard J. Child, Mayor

Kim Crane, Recorder

EXHIBIT A

First Amendment to Site Lease Agreement Between the City and NCWPCS MPL 22 -
Year Sites Tower Holdings LLC

**FIRST AMENDMENT TO
SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT (the “First Amendment”) is made effective this ____ day of _____, 2021 (“Effective Date”), by and between SPRINGVILLE CITY, UTAH, a Utah municipal corporation (hereinafter referred to as “Landlord”) and NCWPCS MPL 22 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as “Tenant”). (The Landlord and Tenant are herein collectively referred to as the “Parties.”)

RECITALS

WHEREAS, Landlord and Salt Lake City Cellular Telephone Company, a general partnership (“Original Tenant”) entered into a Site Lease Agreement dated January 29, 1991, a memorandum of which was recorded in the official records of Utah County, Utah (“Official Records”) on February 8, 1991 at Entry No. 5460, Book 2762 Page 619 (the “Lease”) whereby Original Tenant leased approximately 2,500 square feet of certain real property located in Utah County, Utah from Landlord (the “Premises”), all located within certain real property owned by Landlord (“Landlord’s Property”); and

WHEREAS, NCWPCS MPL 22 - Year Sites Tower Holdings LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on July 1, 1991 and expired on July 31, 1996. The Lease provides for five (5) extensions of five (5) years each, five (5) of which were exercised by Tenant. According to the Lease, the final extension expires on July 31, 2021. The Lease has continued on a month-to-month basis since July 31, 2021; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Term. Section 3 of the Lease is hereby deleted in its entirety and the following inserted in its place:

The initial term of this Lease shall be for a period of five (5) years commencing on

July 1, 1991 (“Commencement Date”) and expiring on July 31, 1996 (the “Initial Term”). At the conclusion of the Initial Term, Tenant shall be entitled to nine (9) extensions of five (5) years each, with the final lease extension expiring on July 31, 2041 (each extension is referred to as a “Renewal Term”). The Initial Term and any Renewal Term shall be collectively referred to as the “Lease Term”. The Lease Term shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew at least ten (10) days prior to the expiration of the then current five year term.

Landlord and Tenant hereby acknowledge that Tenant has exercised six (6) Renewal Terms, leaving a balance of three (3) Renewal Terms.

3. Rent.

a) One-Time Rent Increase. On the first (1st) day of the second (2nd) full month following full execution of this First Amendment (the “Increase Date”), the annual Rent shall increase one-time to Fourteen Thousand Four Hundred and 00/100 Dollars (\$14,400.00) per year. Within sixty (60) days of the Effective Date, Tenant will pay to Landlord the difference between (i) the annual Rent paid by Tenant prior to the Effective Date for the period commencing with the Increase Date through July 31, 2022 and (ii) the annual rent for the same period after applying the increase set forth herein.

b) Annual Rent Escalation. Commencing on August 1, 2022 and every year thereafter (each an “Adjustment Date”), the annual Rent shall increase by an amount equal to three percent (3%) of the annual Rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.

4. Additional Rent. In addition to the Rent currently paid by Tenant to Landlord pursuant to the Lease, as further consideration for the right to exclusively use and lease the Premises, if, after full execution of this First Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not already a subtenant on the Premises (each a “Future Subtenant”), Tenant agrees to pay to Landlord fifteen percent (15%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the “Additional Rent”) within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Lease. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises, as long as it is within and pursuant to all laws, rules and regulations and the provisions of this Lease. There shall be no express or implied obligation for Tenant to sublease, license or otherwise allow occupancy of the Premises. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Premises prior to three months of the execution of this First Amendment shall be expressly excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue.

5. **Interference.** For purposes of Section 5 of the Lease, Tenant acknowledges and agrees that to the best of its actual knowledge, without duty of inquiry or investigation, as of the date of the First Amendment there is no interference to Tenant's operations under the terms of said Section 5.

6. **Insurance.** The Parties acknowledge and agree that Section 9 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date of this First Amendment, the insurance requirements of the Lease, as modified by this First Amendment, shall be controlled by this Section of this First Amendment.

- a. **Coverage Limits.** Tenant's required insurance shall have the following minimum coverage limits:

Commercial General Liability. Two Million and No/100 Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to the Lease, as amended, or the general aggregate limit shall be Four Million and No/100 Dollars (\$4,000,000.00). The required limits may be met by any combination of primary and excess or umbrella insurance.

Business Auto. One Million and No/100 Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

Workers' Compensation and Employer's Liability. Workers' Compensation as required by the State of Utah and Five Hundred Thousand and No/100 Dollars (\$500,000.00) per accident for Employer's Liability.

- b. **Policy Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

Additional Insured. Landlord, its officers, officials, employees and volunteers shall be listed as additional insured under the Commercial General Liability and Business Auto policies, as it relates to business operations. The coverage on said policies shall contain no special limitations on the scope of protection afforded to Landlord, its officers, officials, employees and volunteers.

Primary Insurance. Tenant's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by Landlord shall be excess of Tenant's insurance and shall not contribute with it.

Reporting. Any failure of the Tenant to comply with reporting provisions of the policies shall not affect coverage provided to Landlord, its officers, employees or volunteers.

Waiver of Subrogation. The insurers shall waive, in writing, all rights of subrogation against Landlord, its officers, officials, employees and volunteers for

losses arising from Tenant's actions in performing (or failing to perform) under the Lease, as amended.

Cancellation. Each insurance policy required by this Section shall contain an undertaking by the insurer to notify Landlord in writing not less than thirty (30) days before suspension, cancellation, of such insurance policy for any reason other than non-payment of premium in which a ten (10) days' notice shall apply. If required insurance lapses, Landlord shall have the option of: (i) purchasing the insurance on behalf of Tenant and deducting the insurance costs from any amounts owed to Tenant; or (ii) terminating the Lease, as amended, if Tenant remains in default beyond the applicable cure period.

- c. **Best's Rating.** Each insurer shall have a Best's rating of A- VII or better. Insurers must maintain the A- VII or better rating for the entire term of the Lease, as amended. Within thirty (30) days of a written request from Landlord, and no more than once per calendar year, Tenant shall provide Landlord with an update showing each insurer's Best rating.
- d. **Certificates of Insurance.** Within thirty (30) days of a written request from Landlord, Tenant shall provide Landlord with certificates of insurance and with original endorsements effecting coverage required by the Lease, as amended. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

7. **Indemnification.** The Parties acknowledge and agree that Section 12 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date of this First Amendment, the indemnification requirements of the Lease, as modified by this First Amendment, shall be controlled by this Section of this First Amendment. Tenant shall and hereby does indemnify, defend (with legal counsel acceptable to Landlord) and hold Landlord harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "***Losses***"), whether to persons or property, arising directly from Tenant's use of the Premises and the use of the Premises by Tenant's employees, agents, contractors, guests, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Landlord or any of Landlord's employees, agents, contractors, and/or invitees. The parties hereby acknowledge and agree that Landlord is a governmental entity under the Utah Governmental Immunity Act, Utah Code Ann., §63G-7-101, et seq. ("UGIA"). Nothing in this Agreement shall be construed as a waiver of any rights, immunities, or defenses otherwise applicable under the UGIA, including the provisions of Utah Code Ann., §63G-7-604 regarding limitation of judgments.

8. **Right of First Refusal.** The Parties acknowledge and agree that Section 13 of the Lease is hereby deleted in its entirety and is of no further force and effect.

9. **Survey.** The Parties acknowledge and agree that Subsection 15(c) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date of this First Amendment, the survey provisions of the Lease, as modified by this First

Amendment, shall be controlled by this Section of this First Amendment. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey (“Survey”) specifically describing the Premises and any access and utility easements associated therewith. In the event that Landlord agrees in writing with the Survey, Tenant shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

10. Conditional Signing Bonus. Tenant will pay to Landlord a one-time amount of Eight Thousand and 00/100 Dollars (\$8,000.00) for the full execution of this First Amendment, payable within sixty (60) days of the full execution of this First Amendment (“Conditional Signing Bonus”). In the event that this First Amendment (and any applicable memorandum of Lease and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

11. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord’s obligations under the Lease as amended hereby.

b) Tenant is not currently in default under the Lease, and to Landlord’s knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

12. Notices. Tenant’s notice address as stated in Section 14 of the Lease is amended as follows:

If to Tenant:

NCWPCS MPL 22 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:

CCATT LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Landlord’s notice addresses as stated in Section 12 of the Lease is amended as follows:

If to Landlord:

Springville City
Attn: City Administrator
110 South Main Street

With a copy to:

Springville City
Attn: City Recorder
110 South Main Street

Springville, UT 84663

Springville, UT 84663

13. Title and Quiet Enjoyment. The parties acknowledge and agree that Subsection 15(a)(iii) of the Lease is hereby amended by deleting the phrase “constitute a legal lot.”

14. Other Telecommunications Infrastructure. Tenant acknowledges and agrees that Landlord has leased space to other wireless telecommunications companies on the Landlord’s Property, which wireless telecommunications companies have installed telecommunications infrastructure and facilities, and that to Tenant’s actual knowledge, without investigation, such existing facilities as currently operated do not interfere with Tenant’s operations on Leased Premises. Landlord shall have the right to continue to lease space to other wireless telecommunications companies on the Landlord’s Property in accordance with the provisions of the Lease, as amended herein; provided the facilities installed by such companies do not interfere with Tenant’s then existing telecommunications infrastructure and facilities. Tenant shall not operate equipment designed to deliberately interfere with the use of the Landlord’s Property by other wireless telecommunications companies. The operation of equipment on the Leased Premises for the provision of communication services in compliance with Federal Communications Commission requirements will not be a violation of the preceding sentence.

15. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Landlord’s Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Landlord. Landlord’s failure to provide the IRS Form W-9 within thirty (30) days after Tenant’s request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

16. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

17. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent.

18. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this First Amendment in the Official Records any time following the execution of this First Amendment by all parties hereto.

[Signature pages follow]

Landlord and Tenant have caused this First Amendment to be duly executed on the day and year first written above.

LANDLORD:
 SPRINGVILLE CITY, UTAH, a Utah
 municipal corporation

By: _____

Print Name: _____

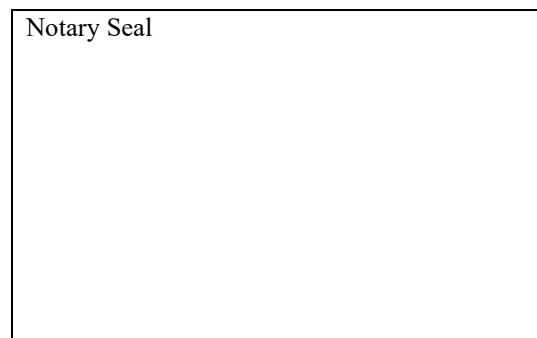
Title: _____

Landlord hereby acknowledges that the terms of this First Amendment were approved in a duly noticed public meeting held on _____, 2021.

STATE OF _____)
)ss.
 COUNTY OF _____)

On this ____ day of _____ 2021, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of SPRINGVILLE CITY, UTAH, a Utah municipal corporation, known or identified to me to be the person whose name is subscribed to the foregoing First Amendment to Site Lease Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



 (Signature of Notary)

My Commission Expires: _____

[Tenant Execution Page Follows]

WHEN RECORDED RETURN TO:

NCWPCS MPL 22 – Year Sites Tower Holdings LLC
c/o Post Closing – Recording
8020 Katy Freeway
Houston, TX 7702

Prepared by:
Weiss Brown, PLLC
6263 N. Scottsdale Rd., Suite 340
Scottsdale, AZ 85250

Space above this line for Recorder's Use

A.P.N. 26-058-0033

**Prior recorded document(s) in Utah County, Utah:
February 8, 1991 at #5460, Book 2762 Page 619**

**MEMORANDUM OF FIRST AMENDMENT TO
SITE LEASE AGREEMENT**

This Memorandum of First Amendment to Site Lease Agreement is made effective this _____ day of _____, 2021 by and between SPRINGVILLE CITY, a municipality (hereinafter referred to as "Landlord"), and NCWPCS MPL 22 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

1. Landlord and Salt Lake City Cellular Telephone Company, a general partnership ("Original Tenant") entered into a Site Lease Agreement dated January 29, 1991, a memorandum of which was recorded in the official records of Utah County, Utah ("Official Records") on February 8, 1991 at Entry No. 5460, Book 2762 Page 619 (the "Lease") whereby Original Tenant leased approximately 2,500 square feet of certain real property located in Utah County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. NCWPCS MPL 22 - Year Sites Tower Holdings LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.

3. The Lease had an initial term that commenced on July 1, 1991 and expired on July 31, 1996. The Lease provides for five (5) extensions of five (5) years each, all of which were exercised by Tenant (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expires July 31, 2021. The Lease has continued on a month-to-month basis since July 31, 2021.

4. Landlord and Tenant have entered into a First Amendment to Site Lease Agreement (the "First Amendment"), of which this is a Memorandum, providing for four (4) additional

Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on July 31, 2041.

5. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

6. This Memorandum does not contain the social security number of any person.

7. A copy of the First Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

EXHIBIT A
(Legal Description of Landlord's Property)

SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. ALSO, COMMENCING 20 CHAINS SOUTH AND 10 CHAINS EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 10 CHAINS; EAST 10 CHAINS; NORTH 10 CHAINS; WEST 10 CHAINS TO THE BEGINNING. ALSO, COMMENCING 18.51 CHAINS SOUTH AND 10 CHAINS WEST OF THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 580.6 FEET; NORTH 73°45' WEST 501.3 FEET; NORTH 35°45' EAST 424.75 FEET; NORTH 42°53' EAST 130.6 FEET; EAST 144.5 FEET TO BEGINNING. ALSO, COMMENCING 8.09 CHAINS SOUTH AND SOUTH 62°30' EAST 5.98 CHAINS FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST OF THE SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 62°30' EAST 16.42 CHAINS; WEST 12.18 CHAINS; SOUTH 42°53' WEST 1.978 CHAINS; SOUTH 35°45' WEST 6.42 CHAINS; NORTH 74°15' WEST 2.70 CHAINS; NORTH 4.803 CHAINS; NORTH 31°25' EAST 10.16 CHAINS TO BEGINNING. ALSO, COMMENCING 1603 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 317 FEET; SOUTH 31°25' WEST 231 FEET; SOUTH 45°06' EAST 169.6 FEET TO BEGINNING.