



WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
MAY 17, 2022 AT 5:30 P.M.
Multi-Purpose Room
110 South Main Street
Springville, Utah 84663

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

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

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

- May 30 - Memorial Day Observed (City Offices Closed Monday)
- Jun 4-11 - Art City Days
- Jun 7 - Work Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Jun 11 - Art City Days Grand Parade 10:00 a.m.

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

- a) Invocation - Councilmember Crandall
- b) Pledge of Allegiance - Councilmember Snelson
- c) Consent Agenda
 4. Approval of minutes for April 12, 2022 City Council Work Meeting and May 03, 2022 City Council Work Meeting and Regular Meeting
 5. Approval of a Resolution authorizing the volunteers for Art City Days festivities - John Penrod, Assistant City Administrator/City Attorney
 6. Approval of the Firework Restrictions and Map for the wildland interface areas of Springville - Henry Clinton, Fire Chief
 7. Consideration of a Resolution for a Mutual Release of Claims Agreement between SWUA and SUVPS regarding the Settlement of Claims for Reimbursement of 46KV Line System Costs, Title Transfer of the 46KV Line System, and The Sale of the Taylor Switch Rack Parcel and Associated Equipment - John Penrod, Assistant City Administrator/City Attorney

3. **DISCUSSIONS/PRESENTATIONS**

- a) Presentation on the Hobble Creek Watershed Plan-EA - Jeff Anderson, City Engineer, and Jones and DeMille Engineering
- b) Fraud Assessment Presentation - Bruce Riddle, Assistant City Administrator/Finance Director
- c) Green Waste Fees Discussion - Brad Stapley, Public Works Director

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

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.

ADJOURNMENT

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 05/13/2022

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





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
2. Recognition of the Art City Days Rodeo Royalty
3. Recognition of Julie Ann Ahlborn, Debbie Allred, Polly Dunn, and Daryl Tucker for their service on the Springville Arts Commission

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.

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.

4. Approval of minutes for April 12, 2022 City Council Work Meeting and May 03, 2022 City Council Work Meeting and Regular Meeting
5. Approval of a Resolution authorizing the volunteers for Art City Days festivities - John Penrod, Assistant City Administrator/City Attorney
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PUBLIC HEARING AGENDA

8. Public Hearing for consideration of an Ordinance and adoption of the Parks and Trails Master Plan to include the IFFP and IFA - Stacey Child, Parks, and Recreation Director

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

9. Discussion on Area 11 of the Annexation Declaration Plan located west of the City and north of 400 South - Mayor Matt Packard

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

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

ADJOURNMENT

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2 MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, April 12, 2022, AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
SPRINGVILLE, UTAH.

4 Presiding and Conducting: Mayor Matt Packard

Elected Officials in Attendance: Liz Crandall
6 Craig Jensen
Jason Miller
8 Mike Snelson
Chris Sorensen

10 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney
John Penrod, City Recorder Kim Crane, Deputy Recorder Jennifer Grigg, Community Development
12 Director Josh Yost, Facilities Superintendent Dave Ashton, Public Works Director Brad Stapley, Assistant
Public Works Director/City Engineer Jeff Anderson, Golf Pro Craig Norman, Police Chief Lance Haight,
14 Emergency Preparedness Coordinator Joanna Larsen, Library Director Dan Mickelson, Power Director
Leon Fredrickson, Administration Director Patrick Monney, Recreation Director Stacey Child, Chairman
16 of the Art Association Jay Hansen and Museum of Art Director Dr. Rita Wright.

18 CALL TO ORDER

Mayor Packard welcomed everyone and called the meeting to order at 5:31 p.m.

20

COUNCIL BUSINESS

22 1. Calendar

- Apr 14 - Spring Budget Meeting 4:00 p.m.
- 24 • Apr 19 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- May 03 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

26

2. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

28 Mayor Packard asked to alter the order of these presentations and invited Director Wright to
introduce Jay Hansen.

30

32 b) **Springville Museum of Art Association Annual Report - Rita Wright, Museum of Art Director,
and Jay Hansen**

Director Wright introduced Jay Hansen, chairman of the Springville Museum of Art Association.
34 Mr. Hansen presented the Annual Report of the Springville Museum of Art Association by explaining that
the association has been collecting art since 1903, owns the collection and it is currently valued at \$14
36 million. Mayor Packard asked about insurance. Director Wright answered it is a separate fine art
insurance policy just on the permanent collection. Mr. Hansen explained the financial statements were
38 complicated at the beginning of the tenure of Director Wright. He created a simple format for financial
statements to enhance transparency. He continued by reviewing the current financial statement. He said

40 the value of the art is confusing and referenced the professional organization AAM (American Alliance of
42 Museums) who recommended not including the art on the financial statement. He continued explaining
the finances and answering questions.

Mr. Hansen continued by saying Jacquelynn Sokol, the Association Development
44 Director/Fundraiser, has done a great job increasing memberships and corporate sponsorships. He
described some recent acquisitions, donations, and challenges including the lack of storage. The
46 association is also updating the corporate documents. Councilmember Snelson recommended
councilmembers attend a tour of the museum. Mayor Packard expressed appreciation to the association,
48 Director Wright, and Administrator Fitzgerald for this update and said the museum is a real gem. He
encouraged the museum staff to participate in the PAR committee.

50

a) Public Safety Incident Command System - Lance Haight, Public Safety Director

52 Chief Haight started his presentation by introducing Joanna Larsen, Emergency Preparedness
Coordinator, who is very qualified and educated. He explained that an ICS (Incident Command System)
54 helps multiple agencies work together during emergencies. It is flexible and scalable. Important aspects
of an ICS include the chain of command, resource management communication, and common
56 terminology. It is structured into functional areas including finances and logistics. He continued by
describing the details and said the first person responding to a scene is the incident commander.
58 Administrator Fitzgerald added that elected officials and other staff can act as leaders of different types
of incidents. He said Springville averages one large-scale event per year. Chief Haight said the incident
60 commander has the expertise to handle the specific event. Dispatch needs to know who the incident
commander is. Administrator Fitzgerald said when an event involves federal land; the incident command
62 is handed off to that authority. Councilmember Sorensen explained handing off command at the school
district. Joanna Larsen noted schools have a memorandum of understanding with the Red Cross.
64 Springville City maintains command in most incidents except when the incident involves federal land.
Chief Haight listed members of the command staff and the other types of staff.

66 He explained NIMS (National Incident Management System) compared to ICS including funding
requirements and practice exercises. He also listed more acronyms. Administrator Fitzgerald noted the
68 multipurpose room is our emergency operation center.

Chief Haight explained that elected officials must ensure the continuity of government, resolve
70 resources, request assistance, and activate legal authorities. Administrator Fitzgerald described the Wing
Fire and others and deciding on the costs, expenses, and who is responsible on the spot. Joanna Larsen
72 said the goal is to practice incident command a few times. Administrator Fitzgerald explained the
operations and policy side of the incident command room. During a major emergency, the priority of
74 employees is to take care of family and then report to the city.

Councilmember Snelson clarified the fluidity of command locations based on incident size and
76 availability. Mayor Packard asked who decides evacuations. Administrator Fitzgerald said an incident
commander has the authority. Chief Haight explained different situations. Administrator Fitzgerald said
78 the plan is being rewritten. Councilmember Sorensen noted each school has an evacuation plan. Chief
Haight said in his experience the most important task is to establish command.

80 He continued by explaining the Mountainland Association of Governments Pre-Disaster Mitigation
Plan which covers Wasatch, Utah, and Summit Counties. Administrator Fitzgerald said Springville City
82 has no mobile command center. Mayor Packard asked about training. Chief Haight asked everyone to
take the training online. Director Monney noted there is an independent power system in the Civic Center.
84 Councilmember Sorensen asked how elected officials and staff are contacted during an incident.
Administrator Fitzgerald said it depends on the circumstance and texting is better when bandwidth is
86 limited. Mayor Packard noted prioritizing certain services and explained the Government Emergency
Telecommunications Card. Joanna Larsen suggested getting signed up and added the Everbridge

88 system has a prioritizing throttling system. Administrator Fitzgerald added information will go out to
employees as well. Director Monney said the software is specific and sophisticated. Administrator
90 Fitzgerald said FEMA will not show up for at least 72 hours and neighboring communities will be just as
busy so our resources need to be available. Councilmember Sorensen asked about CERT. Chief Haight
92 answered that they report to the incident commander and are a resource to first responders.
Administrator Fitzgerald said staff must keep volunteers safe. Joanna Larsen added that a volunteer
94 attended a class on management and received a kit. Participating in the citywide drill helps with rapid
assessment. Administrator Fitzgerald said that post-emergency, record keeping for funds from FEMA is
96 very important. Councilmember Snelson asked about HAM operators. Joanna Larsen answered the
report from the SCATeam (Sheriff's Communication Auxiliary Team) Member arrives monthly. Chief
98 Haight said CERT does a good job putting on a disaster drill annually and that stakes and wards are now
called sectors and zones. He suggested the drill be expanded to make it a true city drill.

100 Mayor Packard asked staff for reports. Director Stapley said the 3 million gallon tank floor will be
replaced with a continuous concrete pour starting at 2:00 a.m. next Tuesday, which is against the noise
102 ordinance. A resident asked for a hotel. Council discussed and decided against it. Councilmember
Sorensen asked for an explanation from the mayor. Administrator Fitzgerald said there is a policy.

104 Director Fredrickson pointed out that the Utility Board is at 6:30 a.m., Wednesday in this room.

106 **4. CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION**

108 *The Springville City Council may temporarily recess the regular meeting and convene in a closed*
session to discuss the character, professional competence, or physical or mental health of an individual,
pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as
110 *provided by UCA 52-4-205.*

112 COUNCILMEMBER MILLER MOVED TO ADJOURN THE WORK/STUDY MEETING AT 6:44 P.M.
AND GO INTO A CLOSED SESSION FOR PROPERTY. COUNCILMEMBER CRANDALL
114 SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:

- | | | |
|-----|------------------------|-----|
| 116 | COUNCILMEMBER CRANDALL | AYE |
| | COUNCILMEMBER JENSEN | AYE |
| 118 | COUNCILMEMBER MILLER | AYE |
| | COUNCILMEMBER SNELSON | AYE |
| 120 | COUNCILMEMBER SORENSEN | AYE |

122 **3. ADJOURNMENT**

124 COUNCILMEMBER SORENSEN MOVED TO ADJOURN THE WORK/STUDY MEETING AFTER THE
CLOSED MEETING AT 7:35 P.M. COUNCILMEMBER SNELSON SECONDED THE MOTION, AND
ALL PRESENT VOTED AYE.

126
128 *This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, April 12, 2022*
I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting Deputy Recorder for Springville City, of Utah
130 *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, April 12, 2022.

132 DATE APPROVED: _____
134 Jennifer Grigg
Deputy Recorder

2 MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, MAY 03, 2022 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
4 SPRINGVILLE, UTAH.

6 **Presiding and Conducting:** Mayor Matt Packard

8 **Elected Officials in Attendance:** Liz Crandall
Craig Jensen
10 Jason Miller
Mike Snelson
12 Chris Sorensen

14 **City Staff in Attendance:** City Administrator Troy Fitzgerald, Assistant City Administrator/Finance Director
Bruce Riddle, City Recorder Kim Crane, Community Development Director Josh Yost, Public Safety
16 Director Lance Haight, Administrative Services Director Patrick Monney, Power Director Leon
Fredrickson, Public Works Director Brad Stapley, Parks, and Recreation Director Stacey Child, Golf Pro
18 Craig Norman and Museum of Art Director Rita Wright.

20 **CALL TO ORDER** - Mayor Packard welcomed everyone and called the Work/Study meeting to order at
5:33 p.m.

22

COUNCIL BUSINESS

24 1. Calendar

- May 10 - Work/Study Meeting 5:30 p.m.
- 26 • May 17 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- May 30 - Memorial Day Observed (City Offices Closed Monday)

28

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

30

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

32 a) Invocation - Councilmember Miller

b) Pledge of Allegiance - Councilmember Crandall

34 c) Consent Agenda

3. Approval of minutes for April 05, 2022, Work-Study and Regular meetings, and April 14, 2022,
36 Budget Meeting.

4. Approval of the Mayor's appointment of Kelly Norman and Byran Korth to the Community
38 Board

5. Approval of a Resolution approving the Annual 2021 Municipal Wastewater Planning report -
40 Jake Nostrom, Wastewater/Storm Water Superintendent

6. Approval of a Resolution approving the MAG Pre-Disaster Mitigation Plan - Lance Haight,
42 Public Safety Director

- 44 7. Approval of a Resolution approving the Utah County Municipal Recreation Grant - Stacey
Child, Parks, and Recreation Director
- 46 8. Approval of a Resolution for the URS Public Safety Employees Tier II Highbred Pension Plan
- Patrick Monney, Director of Administrative Services

48 Mayor Packard asked if there was any discussion on tonight's consent agenda.

49 Administrator Fitzgerald provided some background information on item #8 "Approval of a
50 Resolution for the URS Public Safety Employees Tier II Highbred Pension Plan" on the consent agenda
up for approval during the regular meeting at 7:00 p.m. He explained in 2020 it was discussed during a
52 budget retreat. The information was not sent to Utah Retirement Systems (URS), the resolution adopted
in 2020 will be sent to them, tonight is a backup resolution should URS need it.

54 Councilmember Crandall asked about the MAG Pre-Disaster Plan and had the plan been around
for a while. Chief Haight said it had been around, this was just an update. Councilmember Crandall asked
56 if building codes would change. Chief Haight explained it would help identify any hazards. Administrator
Fitzgerald added it was a federal requirement stating we have a plan in place. Councilmember Miller
58 asked if there was a list of changes put in the plan. Chief Haight reported there were no substantive
changes.

60 Director Child explained the Utah County Municipal Recreation Grant and reported the PAR Board
recommended using the grant funds for a Hammock Park, a park designed to promote recreation and
62 hammocking, or the challenge of a slackline.

64 3. DISCUSSIONS/PRESENTATIONS

65 a) Mayor's discussion regarding Veterans Day programing for Memorial Day

66 Mayor Packard reported he was approached by a veteran Robert Monney about the veteran's
program on Memorial Day. Mr. Monney explained to him the program had not been done for two years
68 because of COVID. He was concerned the VFW members were getting up in years and getting volunteers
has been difficult, he would like to have the city take it over.

70 Administrator Fitzgerald mentioned former Mayor Child who is a veteran, had asked about doing
something with the veteran's monuments.

72 Councilmember Sorensen stated schools do a lot with programming on veterans' day. We could
try it for one year with no commitment for future years.

74 Councilmember Crandall expressed it was an important program.

Administrator Fitzgerald agreed it has been a struggle to find volunteers.

76 Councilmember Miller suggested doing something during Art City Days, during the parade. If the
veterans have no interest how do we get others involved? He would like to see a patriot portion to the city
78 celebration.

Director Riddle expressed involving a joint effort with other cities.

80 Mayor Packard expressed it was a way to honor those that have served.

Councilmember Snelson said he appreciated the veterans, and questioned if veterans are not
82 showing up is it the city's charge. For the last two years, a ceremony has not been conducted.

Councilmember Jensen expressed that unless someone wants to volunteer and take it over, let it
84 go. Councilmember Crandall agreed.

Councilmember Snelson suggested discussing an event coordinator with the PAR Board.

86 b) Discussion regarding new board implementation - Troy Fitzgerald, City Administrator

88 Administrator Fitzgerald reported on the new implementation of Boards and Commissions, stating
most of the boards have met since the April 01, 2022 establishment.

90 Councilmember Snelson asked about the boards that are no longer. Who is responsible for
notifying them the board has been dissolved. Administrator Fitzgerald stated staff would take care of them
92 and provide recognition.

94 Councilmember Snelson requested notifying residents in the newsletter, social media, and
website about volunteering.

96 Administrator Fitzgerald provided information on the Springville City type of government,
explaining boards and commissions were legislative. The Mayor oversees the administrative side.
Boards should be looking at the general plan, future planning, and master plans as a recommending
98 body. Staff should do the implementation. While the regulatory portion is subject to the council, some
need to include staff.

100 Councilmember Crandall asked what assurances were being given that plans and projects were
being completed. Administrator Fitzgerald outlined boards and committees should review plans, staff
102 should follow plans. He suggested educating new boards on the plans currently in place. On the second
Tuesday of each month, the council can bring items for discussion.

104 **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

106 Mayor Packard asked for any other comments. There were none.

108 **5. CLOSED SESSION**

110 *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*

112 There was none.

114 **ADJOURNMENT**

116 **Motion:** Councilmember Snelson moved to adjourn the work/study meeting at 6:44 p.m. Councilmember
Crandall seconded the motion. **Voting Aye:** Councilmember Crandall, Councilmember Jensen,
Councilmember Miller, Councilmember Snelson, and Councilmember Sorensen. The motion **Passed**
118 **unanimously, 5-0.**

122 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, May 03, 2022.
124 I, Kim Crane do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,
126 State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this meeting held on Tuesday,
May 03, 2022*

128 DATE APPROVED: _____
130 _____
132 Kim Crane
City Recorder

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY,
MAY 03, 2022, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE,
UTAH.

Presiding and Conducting: Mayor Matt Packard

Elected Officials in Attendance: Liz Crandall
Craig Jensen
Jason Miller
Mike Snelson
Chris Sorensen

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, and City Recorder Kim Crane. Power Director Leon Fredrickson, Power Distribution Superintendent Brandon Graham, Public Safety Director Lance Haight, Administrative Services Director Patrick Monney, Parks and Recreation Director Stacey Child, Community Development Director Josh Yost, Public Works Director Brad Stapley, and Museum of Art Director Rita Wright

CALL TO ORDER

Mayor Packard called the meeting to order at 7:01 p.m.

INVOCATION AND PLEDGE

Councilmember Miller offered the invocation, and Councilmember Crandall led the Pledge of Allegiance.

APPROVAL OF THE MEETING'S AGENDA

Motion: Councilmember Snelson moved to approve the agenda as written. Councilmember Miller seconded the motion. **Voting Aye:** Councilmember Crandall, Councilmember Jensen, Councilmember Miller, Councilmember Snelson, and Councilmember Sorensen. The motion **Passed Unanimously, 5-0.**

MAYORS COMMENTS

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

CEREMONIAL AGENDA

1. **Recognition of the 2022 Springville High School Girls State Champions**

Attorney Penrod introduced the coaches of this year's Springville High Schools girls Cross Country, Wrestling, and Basketball state champions.

2. **Recognition of Julie Ann Ahlborn, Debbie Allred, Polly Dunn, and Daryl Tucker for their service on the Springville Arts Commission**

This item was postponed.

PUBLIC COMMENT

46 Mayor Packard introduced the Public Comment section of the agenda. He asked if there were any
written requests to speak submitted.

48 Robert Burk stated he was representing several neighbors in the Hunter's Valley neighborhood.
He expressed water had not been delivered to the secondary water lines. He asked why did Springville
50 not provide secondary water and they have to use culinary. The Neighborhood has had water lines, ready
and waiting for the last fifteen years for secondary water. Can they be compensated, with impending
52 water shortages, rates on the water are likely to rise? The residents are paying property taxes, he would
like a good answer from the city.

54 Eugene Metler a resident near Hobble Creek Park asked the council why millions of gallons of
culinary water were being used on city parks, during each summer gallons of water are used on the parks,
56 secondary water should be used in the area. He would like to see the city address secondary water.

Clark King, expressed the CRC was celebrating four years and he has been attending for most of
58 those four years. He can speak highly of those that work there and run it, the fantastic lifeguards. He
would suggest adding a few dollars to those working at the rec center and showing we appreciate them.

60

CONSENT AGENDA

62 3. Approval of minutes for April 05, 2022, Work-Study and Regular meetings, and April 14, 2022,
Budget Meeting.

64 4. Approval of the Mayor's appointment of Kelly Norman and Byran Korth to the Community Board

5. Approval of a Resolution approving the Annual 2021 Municipal Wastewater Planning report - Jake
66 Nostrom, Wastewater/Storm Water Superintendent

6. Approval of a Resolution approving the MAG Pre-Disaster Mitigation Plan - Lance Haight, Public
68 Safety Director

7. Approval of a Resolution approving the Utah County Municipal Recreation Grant - Stacey Child,
70 Parks, and Recreation Director

8. Approval of a Resolution for the URS Public Safety Employees Tier II Highbred Pension Plan -
72 John Penrod, Assistant City Administrator/City Attorney

74 **Motion:** Councilmember Snelson moved to approve the consent agenda as written. Councilmember
Jensen seconded the motion. **Rollcall Vote: Voting Aye** Councilmember Crandall, Councilmember
76 Jensen, Councilmember Miller, Councilmember Snelson, and Councilmember Sorensen. The motion
Passed Unanimously, 5-0. Resolution #2022-12, Resolution #2022-13, Resolution #2022-14, and
78 **Resolution #2022-15 Adopted.**

REGULAR AGENDA

80 9. **Consideration of a Resolution and boundary adjustment for the Jacobson property located at 561**
82 **East Aaron Avenue, Springville, Utah - John Penrod, Assistant City Administrator/City Attorney**

Attorney Penrod reported the boundary line between the right-of-way and the property located at
84 561 East Aaron Avenue does not line up with the back of the sidewalk. The City appears to own
approximately 200 square feet of property that is located north of the sidewalk into the property that the
86 property owners have been taking care of for decades. The property owners own approximately 175 feet
of property that goes beyond the back of the sidewalk and into the City's right-of-way. The purpose of this
88 item is to determine whether the City Council wants to clean up the property lines between the right-of-
way and the property located at 561 East Aaron Avenue.

90

Motion: Councilmember Sorensen moved to approve **Resolution #2022-16** authorizing the Mayor to
92 execute the necessary documents to adjust the boundary line between the right-of-way and the property

at 561 East Aaron Avenue to the back of the sidewalk. Councilmember Snelson seconded the motion.
94 **Rollcall Vote: Voting Aye:** Councilmember Crandall, Councilmember Jensen, Councilmember Miller,
Councilmember Snelson, and Councilmember Sorensen. The motion **Passed Unanimously, 5-0.**
96 **Resolution #2022-16 Adopted**

98 **10. Consideration of the sale of 21 spans of single-phase power line to Spanish Fork City that has**
been annexed into their city limits boundary, for the amount of \$49,304.92 - Power Department -
100 **Brandon Graham, Power Distribution Superintendent**

Superintendent Graham reported on the state code requirement of transferring power lines. He
102 explained Spanish Fork City recently annexed the property south of 400 south and north of the Spanish
Fork Airport. Springville City has a single-phase power line that feeds three homes and the Rocky
104 Mountain Large Animal Vet Clinic. The Power Department took inventory of the line and came up with a
value of \$72,039.47. After taking a depreciation of 2.5% over 22 years, the current depreciated value was
106 \$49,304.92.

108 **Motion:** Councilmember Crandall moved to approve selling 21 spans of single-phase power line to
Spanish Fork City that has been annexed into their city limits boundary, for the amount of \$49,304.92.
110 Councilmember Snelson seconded the motion. **Voting Aye:** Councilmember Crandall, Councilmember
Jensen, Councilmember Miller, Councilmember Snelson, and Councilmember Sorensen. The motion
112 **Passed Unanimously, 5-0.**

114 **11. Consideration of Resolution approving an Annexation Petition for further study regarding 55 acres**
of the Suntana Property, Parcel #26:049:0051, #26:050:0042, #26:050:0041, and # 26:050:0040
116 **- John Penrod, Assistant City Administrator/City Attorney**

Attorney Penrod reported Springville City submitted an annexation petition proposing that their
118 property, which is currently unincorporated, be annexed into the City's municipal boundary. Annexing the
Suntana property is consistent with the City's General Plan and including the property within Springville's
120 boundaries should not place an undue burden on City resources.

122 **Motion:** Councilmember Miller moved to approve **Resolution #2022-17** and accept the Annexation
Petition for further study regarding the Suntana Property. Councilmember Jensen seconded the motion.
124 **Rollcall Vote: Voting Aye:** Councilmember Crandall, Councilmember Jensen, Councilmember Miller,
Councilmember Snelson, and Councilmember Sorensen. The motion **Passed Unanimously, 5-0.**
126 **Resolution #2022-17 Adopted**

128 **12. Consideration of a Resolution regarding the Springville City tentative budget for the Fiscal Year**
2022/2023, and a request to schedule a Public Hearing date and time for formal adoption of the
130 **Final Budget - Bruce Riddle, Assistant City Administrator/Finance Director**

Director Riddle reported on the tentative budget for the Fiscal Year 2022/2023. Some of the
132 challenges or observations stated by the U of U Kem C Gardner Policy Institute were continued disruption
in the supply chain, considerable federal stimulus dollars, as well as inflation. He went on to review the
134 General Fund revenues.

Councilmember Sorensen asked for more explanation about converting to a full-time fire
136 department. Director Riddle explained the Fire Department applied for a SAFER Grant if received it could
fund a full-time fire department for three years. Administrator Fitzgerald reported last fall the Fire
138 Department integrated three full-time firefighters over a twenty-four-hour period, therefore reducing call
times.

142 **Motion:** Councilmember Snelson moved to approve Resolution #2022-18 adopting the city of Springville
tentative budget for Fiscal Year 2022-2023 and set a public hearing for adoption of the final budget on
June 21, 2022, at 7:00 p.m. Councilmember Sorensen seconded the motion. **Rollcall Vote: Voting Aye:**
144 Councilmember Crandall, Councilmember Jensen, Councilmember Miller, Councilmember Snelson, and
Councilmember Sorensen. The motion **Passed Unanimously, 5-0. Resolution #2022-18 Adopted**

146
148 **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**
Mayor Packard asked if there were any comments. There were none.

150 **CLOSED SESSION AND ADJOURN**
*The Springville City Council may temporarily recess the regular meeting and convene in a closed
152 session as provided by UCA 52-4-205.*

154 **Motion:** Councilmember Crandall moved to adjourn the regular meeting at 8:10 p.m. and go into a closed
session regarding property and litigation. Councilmember Jensen seconded the motion. **Rollcall Vote:**
156 **Voting Aye:** Councilmember Crandall, Councilmember Jensen, Councilmember Miller, Councilmember
Snelson, and Councilmember Sorensen. The motion **Passed Unanimously, 5-0.**

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162 *This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, May 03, 2022.
I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County,
164 State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this meeting held on Tuesday,
May 03, 2022.*

166 DATE APPROVED: _____
168 _____
Kim Crane
City Recorder

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STAFF REPORT

DATE: May 12, 2022
TO: Honorable Mayor and City Council
FROM: John Penrod, City Attorney
SUBJECT: CONSIDERATION OF RESOLUTION APPROVING VOLUNTEERS FOR ART CITY DAYS.

RECOMMENDED MOTIONS

Motion to approve Resolution No. ____ that approves Art City Days' volunteers.

BACKGROUND

Springville City's residents are always eager to help volunteer their time to help make Springville a better place. Art City Days would not happen without numerous volunteer hours. The purpose of the attached resolution is to keep track of those people who volunteer their time and energy to help make Art City Days successful and to keep a list for who is authorized volunteers for insurance purposes.

FISCAL IMPACT

None.

Attachments: Proposed Resolution

RESOLUTION #2022-XX

A RESOLUTION APPROVING VOLUNTEERS FOR ART CITY DAYS.

WHEREAS, numerous volunteer hours are donated to Springville City every year to make Art City Days successful; and

WHEREAS, the attached list are groups and individuals who are recognized as Springville City volunteers for Art City Days; and

WHEREAS, between now and Art City Days more people will need to be added to the list, and the best way to approve volunteers is to allow the Parks and Recreation Director to add groups and individual volunteers to the attached list.

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

SECTION 1. Volunteers. The attached list of group and individual volunteers are approved volunteers for Springville City's Art City Days festival. Any group or individual added to the list by the City's Recreation Director shall also be considered an approved volunteer.

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

PASSED AND APPROVED this ____ day of May 2022.

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder

Art City Days Volunteers



STAFF REPORT

DATE: May 12, 2022

TO: Honorable Mayor and City Council

FROM: Fire Chief Henry Clinton
Director of Public Safety Lance Haight

SUBJECT: FIREWORKS BAN IN PROHIBITED AREAS OF SPRINGVILLE AND RESTRICTIONS IN ALL OTHER AREAS

Recommended Motion:

Approve the fireworks ban for the wildland interface and high-risk areas as detailed in this staff report and attached map. Also approve firework restrictions in all other areas of Springville.

Executive Summary:

Due to the extreme fire danger this year some areas of Springville City should be closed to all fireworks. This is the same boundary as last year. Limitations should be imposed in allowable areas.

Focus of Action:

All fireworks are to be banned in the following areas:

- The “North East Boundary” on the northeast foothill area of Springville. The fireworks ban is designed to prevent any fireworks being used within 1000 ft. of the US Forest/Springville City boundary near the foothills. The boundary is defined as follows: Starting at Main Street and 1400 North, east up through Millpond Dr.; east on 400 North to 800 East then south to 400 N and east to 800 E then south to 200 N then east to 180 N. then to the intersection of 1300 East and Center St. & 1300 E. Then east to 1470 E. then south to 400 S and East to 1800 E. then south to Canyon Rd. and west to Cove Dr.
- The area west of the railroad tracks at 400 West, starting on the North end of town and extending south to the “Devon Glen” development starting at 300 N and 400 W (following the Creek to 950 West) then South to 550 N, west to 1500 W, south to Center St, east to 1200 W. south to 200 S, east to 950 W, south to 700 S, and back up to the Railroad Tracks near 400 W.

Newly opened areas for 2021 are:

- The area East of Devon Glen to 1500 West
- Cimarron and Dalton streets between 2200 South and Stetson Dr.

- Evergreen Road between Eldorado and 400 East.
- Rodeo Drive, Winchester Dr. and the adjacent (Silverado Dr.) 300 East St.
- Bridger Drive between Rodeo Dr. & Winchester Dr.
- The residents on 350 East, & 400 East between 1600 South and 1875 South (North of the Evergreen Cemetery)

Reference the attached 2022 Firework Prohibition map for clarification.

Legal fireworks may be used in other areas of town from 11 am to 11 pm, between July 2. through July 5 and July 22 through July 25, except that on July 4 and July 24, the hours are 11 am to midnight.

Background:

The 2013 Utah State Legislature changed state law and now requires the City Council to prohibit fireworks in certain areas of our community. Utah Code 15A-5-202.5 (1)(c)(i) states, “the legislative body of a municipality within which the hazardous environmental conditions exist may prohibit only the ignition or use of the ignition source in mountainous, brush-covered, or forest-covered areas or the wildland urban interface area, which means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose;”

History has proven that the fire threat to our community through the “wildland interface” is real, as demonstrated by wildland fires in our recent past.

Discussion:

Residents in prohibited areas are able to use city parks outside the prohibited area to set off fireworks.

Alternatives:

The City Council may choose to allow fireworks in all areas of Springville, at considerable risk of wildland fire.

Fiscal Impact:

There are no fiscal impacts resulting from the restriction of fireworks from designated areas of Springville, other than potential loss of sales tax revenue from the sales of fireworks.



LANCE HAIGHT
 Chief of Police
 lhaight@springville.org
 801.491.5520
 springville.org

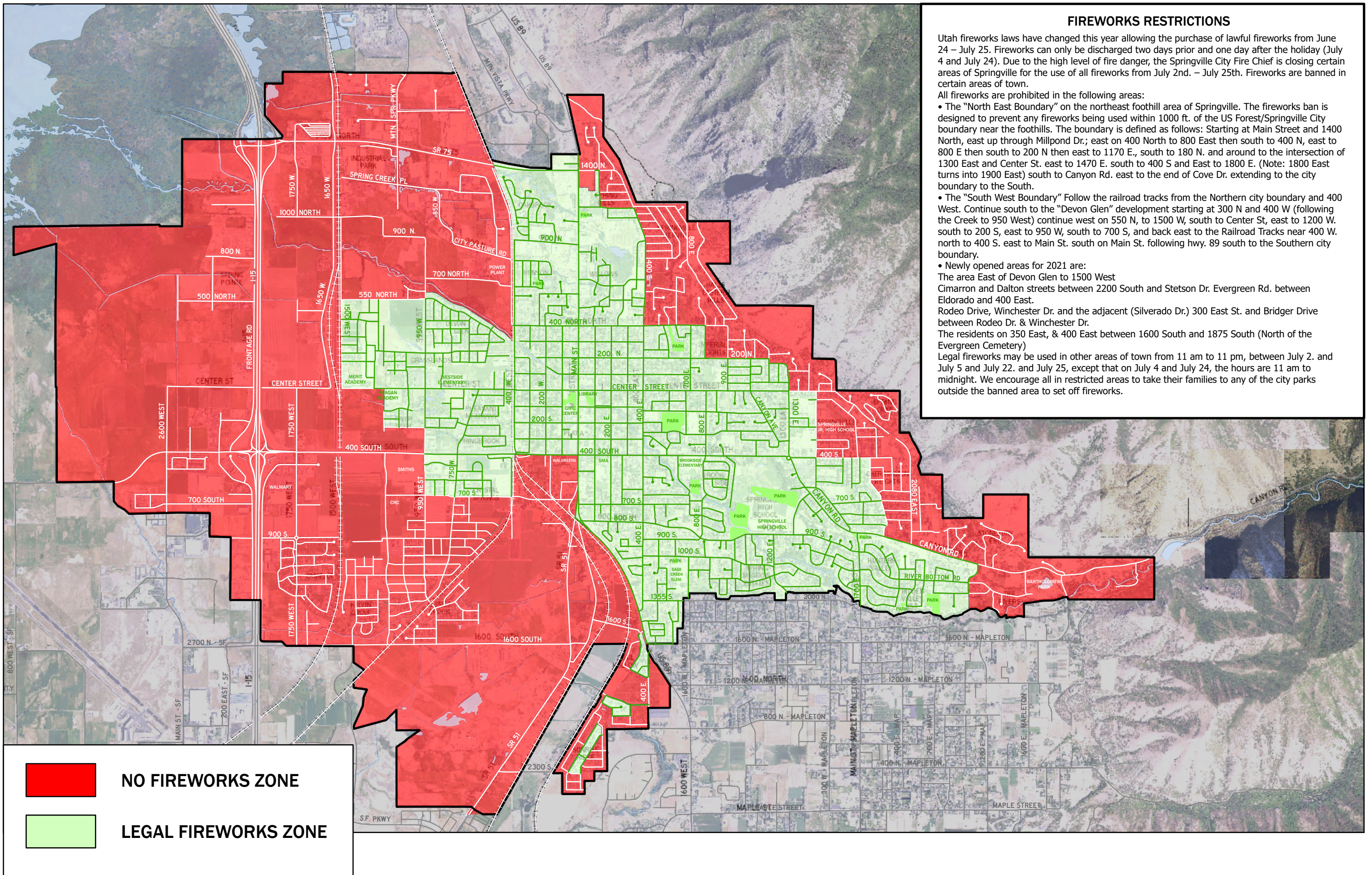


FIREWORKS RESTRICTIONS

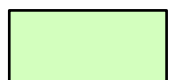
Utah fireworks laws have changed this year allowing the purchase of lawful fireworks from June 24 – July 25. Fireworks can only be discharged two days prior and one day after the holiday (July 4 and July 24). Due to the high level of fire danger, the Springville City Fire Chief is closing certain areas of Springville for the use of all fireworks from July 2nd. – July 25th. Fireworks are banned in certain areas of town.

All fireworks are prohibited in the following areas:

- The "North East Boundary" on the northeast foothill area of Springville. The fireworks ban is designed to prevent any fireworks being used within 1000 ft. of the US Forest/Springville City boundary near the foothills. The boundary is defined as follows: Starting at Main Street and 1400 North, east up through Millpond Dr.; east on 400 North to 800 East then south to 400 N, east to 800 E then south to 200 N then east to 1170 E., south to 180 N. and around to the intersection of 1300 East and Center St. east to 1470 E. south to 400 S and East to 1800 E. (Note: 1800 East turns into 1900 East) south to Canyon Rd. east to the end of Cove Dr. extending to the city boundary to the South.
 - The "South West Boundary" Follow the railroad tracks from the Northern city boundary and 400 West. Continue south to the "Devon Glen" development starting at 300 N and 400 W (following the Creek to 950 West) continue west on 550 N, to 1500 W, south to Center St, east to 1200 W. south to 200 S, east to 950 W, south to 700 S, and back east to the Railroad Tracks near 400 W. north to 400 S. east to Main St. south on Main St. following hwy. 89 south to the Southern city boundary.
 - Newly opened areas for 2021 are:
The area East of Devon Glen to 1500 West
Cimarron and Dalton streets between 2200 South and Stetson Dr. Evergreen Rd. between Eldorado and 400 East.
Rodeo Drive, Winchester Dr. and the adjacent (Silverado Dr.) 300 East St. and Bridger Drive between Rodeo Dr. & Winchester Dr.
The residents on 350 East, & 400 East between 1600 South and 1875 South (North of the Evergreen Cemetery)
- Legal fireworks may be used in other areas of town from 11 am to 11 pm, between July 2. and July 5 and July 22. and July 25, except that on July 4 and July 24, the hours are 11 am to midnight. We encourage all in restricted areas to take their families to any of the city parks outside the banned area to set off fireworks.



NO FIREWORKS ZONE



LEGAL FIREWORKS ZONE



STAFF REPORT

DATE: May 11, 2022

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE STRAWBERRY WATER USERS ASSOCIATION AND SOUTHERN UTAH VALLEY POWER SYSTEMS REGARDING VARIOUS ISSUES RELATED TO A 46KV LINE SYSTEM.

Recommended Motion: Motion to approve Resolution No. ___ that approves an agreement between the Strawberry Water Users Association and Southern Utah Valley Power Systems regarding the settlement of claims for reimbursement of the 46kV line system costs, title transfer of the 46kV line system, and the sale of the Taylor Switch Rack Parcel and associated equipment.

Executive Summary: Springville City is part of the Southern Utah Valley Power Systems (“SUVPS”), which is a group of cities and other power entities that work together to develop needed power infrastructure. SUVPS has historically used the 46kV line that is at the center of the proposed agreement.

One of the things getting in the way of the SUVPS performing needed upgrades for the SUVPS’s power systems is a decades long struggle between SUVPS and Strawberry Water Users Association (“SWUA”) regarding operation and maintenance costs and the ownership of the 46kV line. The proposed agreement helps resolve the issues between SUVPS and SWUA by doing the following:

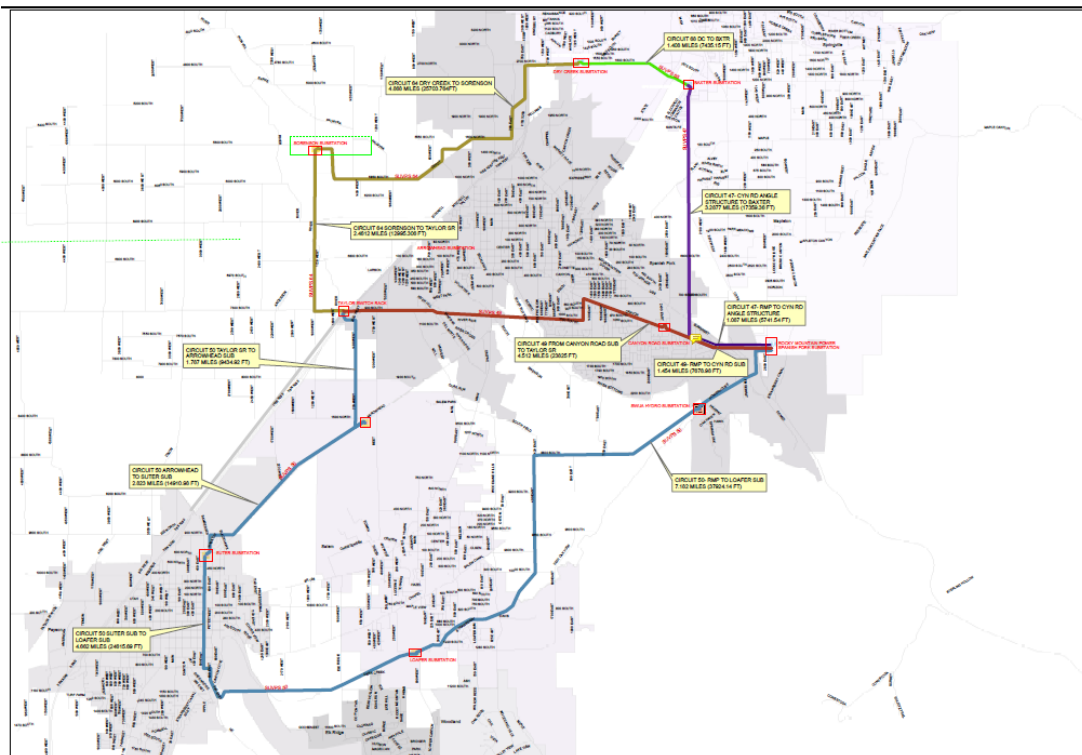
- Settles all of the SWUA claims for costs associated with installing, operating and maintaining the 46kV line by having SUVPS pay \$205,000;
- Requires SWUA to help SUVPS obtain clear title of the 46kV line from the United States;
- Requires SWUA to quitclaim all of its interest in the 46kV line to SUVPS;
- Allows SUVPS to purchase the Taylor Switch Rack parcel and associated equipment for \$95,000;
- Releases both parties from all claims from the other party; and
- Allow SWUA to continue to use the 46kV line for up to 3.85 MW.

Focus of Action: The focus of action is to execute a settlement agreement with SWUA to resolve issues with the 46kV line.

Background:

Brief History

Springville, along with Spanish Fork, Salem, Payson and South Utah Valley Service District, are members of SUVPS. SUVPS operates and maintains a transmission and substation network to meet its members' needs. For decades, SUVPS has been using the 46 kV line system shown on the below map, which system includes two looped transmission lines and substations to cover south Utah Valley's electricity needs (the "46kV line system").



Decades ago, SWUA constructed the 46kV line system. Over the years, SUVPS has entered into a number of agreements with SWUA in which SUVPS has reimbursed SWUA for the construction and operation and maintenance of the 46kV line system in order to use it.

Besides SWUA constructing the 46kV line system, SWUA also claims that it owns the 46kV line system. The United States, acting through the Department of the Interior, Bureau of Reclamation (the "Reclamation"), also claims an ownership interest in the 46kV line system. SUVPS has been negotiating for well over 20 years with SWUA and

the Reclamation to clear up the ownership and cost issues associated with the 46kV line system.

As part of SUVPS's planning process, SUVPS needs to upgrade the 46kV line system to continue to meet its members' power needs. The proposed agreement is to settle the issues with SWUA in order to put SUVPS in a position to work out final ownership issues with the Reclamation. All SUVPS members, except for Springville, have approved the proposed agreement.

Agreement

The proposed agreement contains the following provisions:

Mutual Release. SUVPS will pay SWUA the amount of \$205,000, and both parties will sign a mutual release of claims to resolve any and all outstanding issues related to ownership, past due costs, etc. Springville's portion of this payment will be \$41,000.

Quitclaim Deed. SWUA will sign a quitclaim deed and bill of sale deeding all of SWUA's interest in the 46kV line system to SUVPS. The quitclaim deed only transfers SWUA's interest in the 46kV line system and does not transfer any of SWUA's interest in any real property SWUA owns in fee.

The Reclamation. SWUA will sign a letter and other necessary documents to help SUVPS obtain ownership control of the 46kV line system from the Reclamation.

Taylor Switch Rack. SUVPS will purchase the Taylor Switch Rack parcel and equipment for the sum of \$95,000. The parcel is one acre, and the equipment includes fences and gates, a switch rack steel structure, four 46kV switches, and one lot 46kV bus, conductor, and hardware. Springville's portion of this cost will be \$19,000.

SWUA Power. SUVPS will, without charge to SWUA, wheel on the 46kV line system up to 3.85 MW for SWUA.

Springville's power staff is in favor of the proposed agreement. The agreement ends a very long dispute with SWUA for a relatively low cost and allows SUVPS to focus on obtaining complete ownership of the 46kV line system from the Reclamation.

Alternatives: The City Council could choose not to approve the resolution and proposed agreement.

Fiscal Impact: Springville City's cost to be paid as part of the agreement is \$60,000.

John Penrod
City Attorney

Attachments: Proposed Resolution with the Settlement Agreement

RESOLUTION #2022-X

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE STRAWBERRY WATER USERS ASSOCIATION AND SOUTHERN UTAH VALLEY POWER SYSTEMS REGARDING THE SETTLEMENT OF CLAIMS FOR REIMBURSEMENT OF THE 46KV LINE SYSTEM COSTS, TITLE TRANSFER OF THE 46KV LINE SYSTEM, AND THE SALE OF THE TAYLOR SWITCH RACK PARCEL AND ASSOCIATED EQUIPMENT.

WHEREAS, Springville City, along with Spanish Fork, Salem, Payson and South Utah Valley Service District, are members of the Southern Utah Valley Power Systems (“SUVPS”), which is an interlocal entity that strives to help its members meet their power transmission and substation needs; and

WHEREAS, SUVPS and the Strawberry Water Users Association (“SWUA”) have jointly used and paid for a 46kV line system, as described in the attached agreement; and

WHEREAS, over the years, several issues have arisen between SUVPS and SWUA regarding the 46kV line system, which include operation and maintenance costs and ownership issues; and

WHEREAS, the parties desire to resolve the outstanding issues through the attached agreement; and

WHEREAS, after considering the attached agreement, the City Council finds that approving the agreement is in the best interests of the City and SUVPS.

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

SECTION 1. Approval. Springville City approves SUVPS entering into the attached agreement.

SECTION 2. Effective Date. This Resolution shall take effect immediately upon its approval and execution.

PASSED AND APPROVED this ____ day of May 2022.

Matt Packard, Mayor

Attest:

Kim Crane, City Recorder

When recorded return to:
Strawberry Water Users Association
Attention General Manager
795 North 500 East
Payson, Utah 84651

Parcel No. 25:030:0094

**AGREEMENT BETWEEN STRAWBERRY WATER USERS ASSOCIATION
AND
SOUTHERN UTAH VALLEY POWER SYSTEMS
REGARDING THE
SETTLEMENT OF CLAIMS FOR REIMBURSEMENT OF 46kV LINE SYSTEM
COSTS,
TITLE TRANSFER OF THE 46kV LINE SYSTEM
AND
THE SALE OF THE TAYLOR SWITCH RACK PARCEL AND ASSOCIATED
EQUIPMENT**

This Agreement Regarding the Settlement of Claims for Reimbursement of 46kV Line System Costs, Title Transfer of the 46kV Line System and the Sale of the Taylor Switch Rack Parcel and Associated Equipment (Agreement) is entered into by and between Strawberry Water Users Association, a Utah nonprofit corporation and mutual irrigation company (SWUA), and Southern Utah Valley Power Systems, a Utah interlocal entity (SUVPS). This Agreement is effective upon execution by all parties.

AGREEMENT PURPOSES

The parties, have, either directly or by their members or predecessor entities, pursuant to a number of contracts, cooperated in the construction, use, operation and maintenance of the 46kV Line System. SWUA constructed the 46kV Line System and operated and maintained it for some time. The construction costs were reimbursed by certain member of SUVPS. The majority of the operation and maintenance costs have been paid or reimbursed by SUVPS or its members. Currently the 46kV Line System is operated and maintained by SUVPS pursuant to contracts with SWUA and the United States acting through the Department of the Interior, Bureau of Reclamation (Reclamation). Power of the parties and SUVPS' members has otherwise been wheeled on the 46kV Line System without charge.

Ownership of the 46kV Line is claimed by Reclamation. For purposes of this Agreement SWUA has agreed to not dispute that Reclamation claim of ownership. SUVPS desires to have Reclamation transfer title to SUVPS pursuant to the Dingle Act. SUVPS has asked for SWUA's support of that title transfer from Reclamation to SUVPS. SUVPS desires to have SWUA quit

claim any interest SWUA may have in and to the 46kV Line System, excepting SWUA's right to have a certain amount of power wheeled on the 46kV Line System without charge to SWUA.

SWUA has claimed that it is owed money by SUVPS and/or its members for certain maintenance costs and real property taxes and/or privilege taxes relating to the 46kV Line System. The parties have reached a compromise regarding these SWUA claims relating to the 46kV Line System. In return for the payment of Two Hundred and Five Thousand Dollars (\$205,000.00) by SUVPS to SWUA, SWUA and SUVPS have agreed to provide each other a mutual release of any and all claims relating to the 46kV Line System. SWUA has also agreed to quit claim to SUVPS any and all interests of SWUA in and to the 46kV Line System, as well as provide support for the title transfer of the 46kV Line System from Reclamation to SUVPS. SWUA will retain its right to wheel a certain amount of power on the 46kV Line System, without charge. All this on the terms and conditions described below in this Agreement.

In addition, SWUA agrees to sell, and SUVPS agrees to purchase, the Taylor Switch Rack Parcel and associated equipment, more particularly described below, for the price of Ninety-five Thousand Dollars (\$95,000.00) on the terms and conditions described below in this Agreement.

AGREEMENT TERMS

In consideration of the mutual covenants described below the parties agree as follows:

1. Description of 46kV Line System. The 46kV Line System is that 46kV electrical power transmission line system, located in southeast Utah Valley, which forms two loops beginning and ending at PacifiCorp's Spanish Fork Substation, located at approximately 4005 South Highway 89, Mapleton, Utah. The approximate location of the 46kV Line System is depicted in Exhibit A attached. The 46kV Line System includes all related poles, guy wires, anchors, conductors, steel structures, insulators, foundations, switches, earthing systems and other equipment, together with all rights of way, easements, and licenses upon which such equipment sits, and all rights of way, easements, and licenses for access roads.

SWUA has a 5.2 MVA capacity right in PacifiCorp's Spanish Fork Substation. SWUA will retain all of its rights and obligations regarding this capacity.

The 46kV Line System is located, in part, on fee Strawberry Valley Project (SVP) lands. For example, a portion of the 46kV Line System sits on SVP fee land that is used by SWUA for other uses and facilities, and a portion of the 46kV Line System sits on the fee lands of the

Strawberry High Line Canal corridor. No SVP fee lands will be transferred with the 46kV Line System. As to SVP fee lands, SUVPS will seek to obtain from Reclamation, as a part of the title transfer of the 46kV Line System, a perpetual right for the non-exclusive use of an appropriate and described width corridor for the 46kV Line System, in the standard Reclamation form used by Reclamation to license non-project uses of project lands pursuant to 43 U.S.C. §387 and 43 C.F.R. Part 429.

Portions of the 46kV Line System are located on what are referred to as Section 9 SVP lands. Landowners who contracted for SVP water signed Water Right Applications which contain a description of the parcel or parcels of land where that SVP water would be used and to which the Water Right Application would remain appurtenant. These Water Right Applications were recorded and they run with the land described in them. In each of these recorded Water Right Applications is a grant of a blanket easement to Reclamation and Reclamation's contractors responsible for the SVP for the construction, operation, maintenance, and use of certain facilities including certain power and water facilities. As to such Section 9 SVP lands, SUVPS will seek to obtain from Reclamation, as a part of title transfer of the 46kV Line System, only a perpetual right to use an appropriate and described width of corridor over such Section 9 lands for the 46kV Line System. Such right of use of Section 9 SVP lands for the 46kV Line System shall be non-exclusive, and by its terms shall not unreasonably interfere with other uses of the rights granted under the applicable Section 9 language.

2. Quit Claim Deed and Bill of Sale for 46kV Line System. At Closing SWUA will provide a properly executed Quit Claim Deed and Bill of Sale to the 46kV Line System in the form attached as Exhibit B. If SUVPS discovers any recorded rights of way or easements in the name of SWUA for any portion of the 46kV Line System, upon reasonable request by SUVPS, SWUA will properly execute quit claim deeds to the same in a form reasonably approved by counsel for SWUA.

3. Wheeling SWUA Power on the 46kV Line System. SUVPS will, without charge to SWUA, wheel on the 46kV Line System up to 3.85 MW from the SVP Upper and Lower Power Plants in Spanish Fork and 300 kW from the SVP Payson Power Plant in Payson Canyon, operated by SWUA. This described wheeling right is for the wheeling of power from these described SVP power plants or their replacements only. This described wheeling right of SWUA may not be assigned or leased in whole or in part to others, except it may be assigned

proportionately with any future transfer of any of the described SVP power plants. SUVPS will perform and/or pay costs for OM&R on the 46 kV Line System for normal wear, at SUVPS' reasonable discretion, without charge to SWUA.

4. Mutual Release of All Claims Relating to the 46kV Line System. At Closing SUVPS will wire to the Escrow Agent the sum of Two Hundred and Five Thousand Dollars (\$205,000.00) in full satisfaction of all claims of SWUA relating to the 46kV Line System. At Closing the parties will provide the properly executed Mutual Release of All Claims Relating to the 46kV Line System in the form attached as Exhibit C in counterparts. At Closing SWUA will provide the properly executed letter in support of title transfer in the form attached as Exhibit D. Following Closing SWUA will provide further support of the title transfer as reasonably requested in writing by SUVPS. However, SWUA will not be obligated to incur any unreimbursed costs or expenses, direct or indirect, other than SWUA staff time. SWUA will be responsible to pay any taxes due and owing on the 46kV Line System that have accrued and are owing as of the date of this Agreement.

5. Purchase and Sale of Taylor Switch Rack Parcel and Related Equipment. SUVPS will purchase and SWUA will sell the Taylor Switch Rack Parcel and related equipment located in the Northwest Quarter of Section 26, Township 8 South, Range 2 East, Salt Lake Base and Meridian near Payson, Utah, more particularly described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 725.81 FEET AND EAST 443.31 FEET FROM THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF UTAH STATE HIGHWAY 115; THENCE SOUTH 37°49'15" WEST ALONG SAID RAILROAD RIGHT-OF-WAY LINE, PARALLEL TO THE RAILROAD TRACK, 413.31 FEET; NORTH 343.76 FEET TO A POINT WHICH LIES ON AN EXISTING FENCE LINE AND ON SAID HIGHWAY RIGHT-OF-WAY LINE; SOUTH 86°06'06" EAST ALONG SAID FENCE LINE AND HIGHWAY RIGHT-OF-WAY LINE 254.03 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES. (Parcel No. 25:030:0094

Together with all appurtenances and all associated equipment, including the following:

- All fences and gates;
- Switch rack steel structure;
- Four (4) 46kV switches;
- One (1) Lot 46kV Bus, Conductor and Hardware.

The purchase price is Ninety-five Thousand Dollars (\$95,000.00). At Closing the purchase price will be wired by SUVPS to the Escrow Agent. At Closing SWUA will cause to be issued, at SWUA's sole expense, a standard ALTA Owner's Title Policy in the form attached as Exhibit E. Property taxes on the Taylor Switch parcel will be prorated, with SWUA paying taxes for the period up to and including the date of Closing. The parties will share equally the costs of Closing, including escrow fees. SUVPS will pay recording fees. The parties will provide these costs to the Escrow Agent at Closing as required by the Escrow Agent. The parties will execute all Closing documents reasonably required by the Escrow Agent. At Closing SWUA will provide to the Escrow Agent properly executed and notarized Special Warranty Deed and Bill of Sale to the Taylor Switch Rack Parcel and related equipment in the form attached as Exhibit F.

6. Escrow Agent. The Escrow Agent will be Wasatch Land & Title Insurance Agency, Inc., 946 North 200 East Spanish Fork, Utah 84660.

7. The Closing. Closing will not take place until all of the following have occurred:

a. SUVPS has wired to the Escrow Agent the total sum of Three Hundred Thousand Dollars (\$300,000.00) and paid to the Escrow Agent, in manner acceptable to the Escrow Agent, the amount of one half of the closing costs, including one half of the escrow fees as well as the recording costs;

b. Each party has delivered to the Escrow Agent a properly executed counterpart of the Mutual Release of All Claims Relating to the 46kV Line System in the form attached as Exhibit C;

c. SWUA has deposited into escrow a properly signed and notarized original Quit Claim Deed and Bill of Sale for the 46kV Line System in the form attached as Exhibit B, a properly signed and notarized original Special Warranty Deed and Bill of Sale for the Taylor Switch Rack Parcel and associated equipment in the form attached as Exhibit F, and the properly signed letter of support for the title transfer of the 46kV Line System in the form attached as Exhibit D;

d. The Parties have provided the Escrow Agent with any other documents reasonably required by Escrow Agent; and

e. The Escrow Agent is ready, willing and able to issue the ALTA standard form Owner's Title Policy in the form attached as Exhibit E.

f. Once the Escrow Agent confirms all conditions for closing are met, Closing will take place on a date and at a time convenient to the Escrow Agent. The parties need not be present to effect Closing once they have provided the documents and funds necessary. At Closing the following events will occur in an order determined by the Escrow Agent, but otherwise as concurrently as reasonably practicable:

(1) The Escrow Agent will transfer the Three Hundred Thousand Dollars (\$300,000.00) (less and subtracting the cost of the title policy, SWUA's prorated share of property taxes on the Taylor Switch Rack Parcel and SWUA's share of Closing costs) to SWUA;

(2) The Escrow Agent will record the Quit Claim Deed and Special Warranty Deed described in this Agreement above;

(3) The Escrow Agent will deliver copies of the Mutual Release of All Claims Relating to the 46kV Line System to the parties and the letter of support for title transfer of the 46kV Line System to SUVPS; and

(4) The Escrow Agent will issue the title policy.

8. Title Transfer. At Closing SWUA will provide the properly executed letter of support of title transfer of the 46kV Line System, in the form attached as Exhibit D. Following Closing SWUA will provide further support of the title transfer of the 46kV Line System in a manner consistent with the terms of this Agreement, as reasonably requested in writing by SUVPS. However, SWUA will not be obligated to incur any unreimbursed costs or expenses, direct or indirect, other than SWUA staff time. SUVPS will take all practicable efforts to see that any terms and/or conditions of the title transfer of the 46kV Line System are consistent with this Agreement, and particularly consistent with the description of what will be transferred as to SVP fee lands and Section 9 SVP lands described in paragraph 1 above. Should SWUA at any time in the future seek title transfer of any portion of the SVP that SWUA is responsible for, SUVPS will provide a substantially similar letter of support of such title transfer. SUVPS will provide further support of such an SVP title transfer as reasonably requested in writing by SWUA. However, SUVPS will not be obligated to incur any unreimbursed costs or expenses, direct or indirect, other than SUVPS staff time.

9. Notice. Any notice required by this Agreement will be deemed given when mailed, emailed or delivered to:

Strawberry Water Users Association
Attention General Manager
745 North 500 East
Payson, Utah 84651
Sterling@strawberrywater.com
(801) 465-9273

Southern Utah Valley Power Systems
Attention General Manager
14 North Main
P.O. Box 11
Springville, Utah 84663
(801) 592-8781

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change. Each party will keep the other timely advised regarding current contact information.

10. Integrated Agreement Modified Only in Writing. This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding the title transfer of the 46kV Line System, the resolution of the claims of SWUA regarding the 46kV Line System, and the purchase and sale of the Taylor Switch Rack Parcel and related equipment. This Agreement cannot be altered except through a written instrument signed by all parties.

11. Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence.

12. Delay in Asserting Rights Will Not Constitute a Waiver. No delay of either party in asserting rights under this Agreement will constitute a waiver in whole or in part.

13. Counterparts. This Agreement may be executed in counterparts.

14. Warranty of Authority. The individuals executing this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of the party for which they are signing.

STRAWBERRY WATER USERS ASSOCIATION

Sterling Brown, General Manager

STATE OF UTAH :
: ss.
COUNTY OF UTAH :

On the ____ day of _____ 2022, personally appeared before me, Sterling Brown, and acknowledged that he is the General Manager of Strawberry Water Users Association, he has been duly authorized to execute the foregoing Agreement Regarding the Settlement of Claims for Reimbursement of 46kV Line System Costs, Title Transfer of the 46kV Line System and the Sale of the Taylor Switch Rack Parcel and Associated Equipment on behalf of Strawberry Water Users Association, and that he executed the same on behalf of Strawberry Water Users Association.

NOTARY PUBLIC

SOUTHERN UTAH VALLEY POWER SYSTEMS

Michael Mendenhall, Chair

STATE OF UTAH :
: ss.
COUNTY OF UTAH :

On the ____ day of _____ 2022, personally appeared before me, Michael Mendenhall, and acknowledged that he is the chair of Southern Utah Valley Power Systems, he has been duly authorized to execute the foregoing Agreement Regarding the Settlement of Claims for Reimbursement of 46kV Line System Costs, Title Transfer of the 46kV Line System and the Sale of the Taylor Switch Rack Parcel and Associated Equipment on behalf of Southern Utah Valley Power Systems, and that he executed the same on behalf of Southern Utah Valley Power Systems.

NOTARY PUBLIC

Legend

Circuit

- 47
- 49
- 50
- 64
- 68
- - - 1919

CITY / UTILITY

- Elk Ridge (SESD)
- Woodland Hills (SESD)
- Payson
- Salem
- Spanish Fork
- Springville
- S Substation

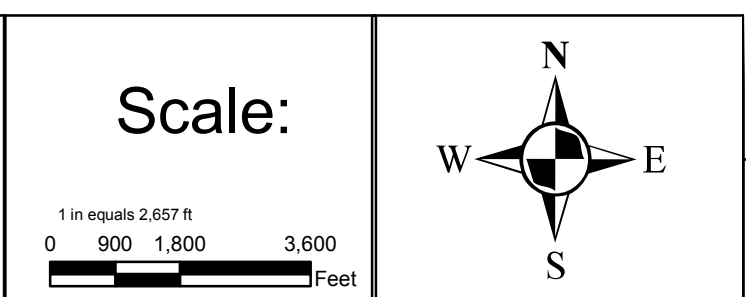
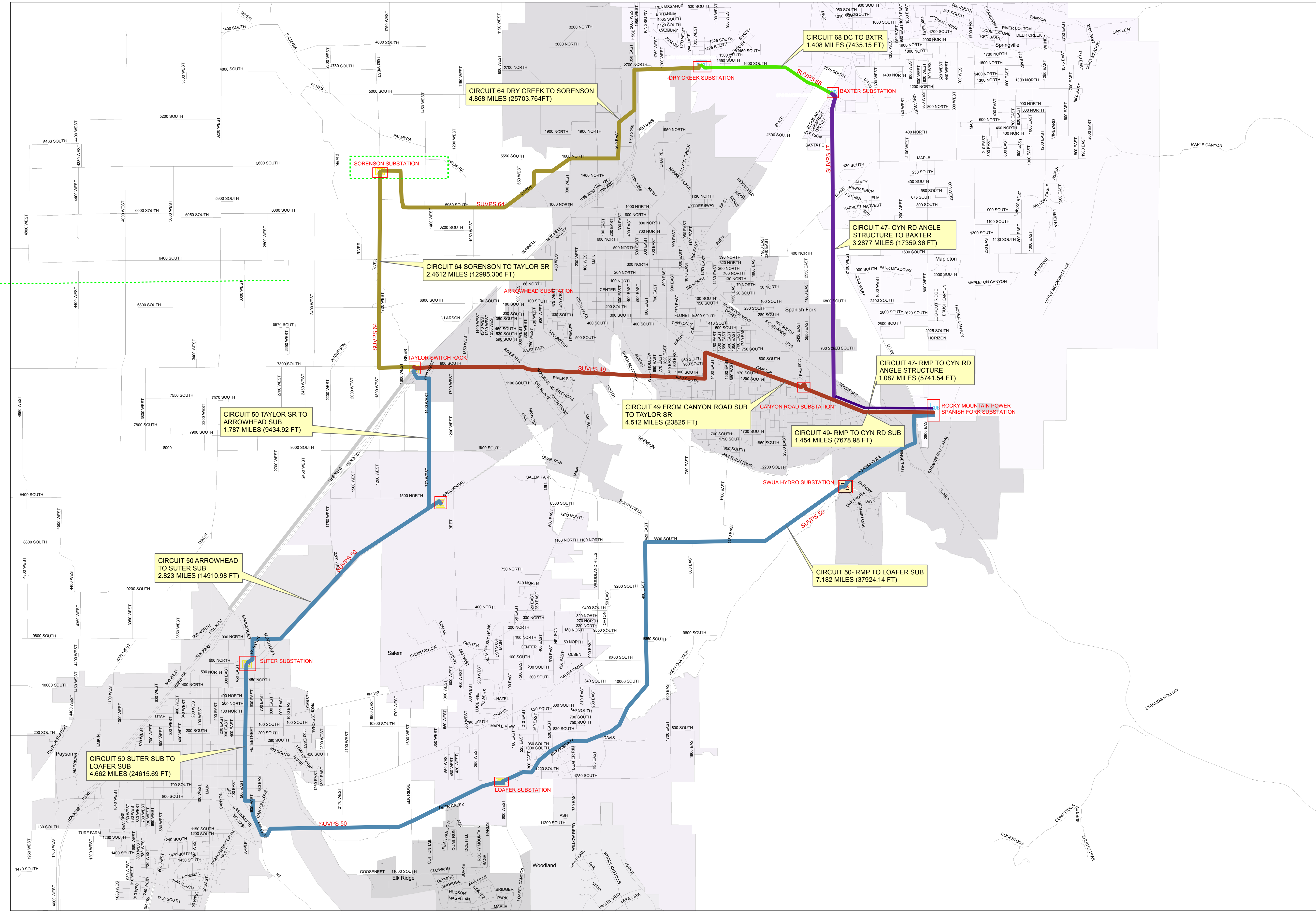


EXHIBIT B

WHEN RECORDED MAIL TO:
Southern Utah Valley Power Systems
Attn: General Manager
14 North Main
Springville, Utah 84663

QUIT-CLAIM DEED AND BILL OF SALE

STRAWBERRY WATER USERS ASSOCIATION, Grantor, of Utah County, State of Utah, hereby quit claims, without warranty or representation, to SOUTHERN UTAH VALLEY POWER SYSTEMS, a Utah interlocal entity, 14 North Main, Springville, Utah 84663, Grantee, for the sum of TEN DOLLARS and other good and valuable consideration, the following real and personal property located in Utah County, State of Utah:

That 46kV electrical power transmission line system (46kV Line System), located in southeast Utah Valley, which forms two loops beginning and ending at PacifiCorp’s Spanish Fork Substation, located at approximately 4005 South Highway 89, Mapleton, Utah. The approximate location of the 46kV Line System is depicted in Exhibit A attached. The 46kV Line System includes all related poles, guy wires, anchors, conductors, steel structures, insulators, foundations, switches, earthing systems and other equipment, together with all rights of way, easements and licenses upon which such equipment sits, and all rights of way, easements and licenses for access roads.

Less, excepting and reserving to Grantor any existing rights that Grantor may have to use the same rights of way for other purposes that do not unreasonably interfere with the use, operation, maintenance, repair, replacement or improvement of the 46kV Line System.

WITNESS the hand of said Grantor this ____ day of _____, 2022.

GRANTOR:

By: _____
Sterling Brown, General Manager

STATE OF UTAH : : ss.
COUNTY OF UTAH :

On the ____ day of _____, 2022, personally appeared before me Sterling Brown, and having been first duly sworn by me acknowledged that he is the General Manager of the Strawberry Water Users Association, that he was duly authorized by the Board of Directors of the Strawberry Water Users Association to execute the above Quit Claim Deed and Bill of Sale for and on behalf of Strawberry Water Users Association and that he executed the same on behalf of Strawberry Water Users Association.

NOTARY PUBLIC

EXHIBIT C

MUTUAL RELEASE OF CLAIMS RELATING TO THE CONSTRUCTION, USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE 46kV LINE SYSTEM LOCATED IN SOUTHEAST UTAH VALLEY

This Release of Claims Relating to the Construction, Use, Operation, Maintenance, Repair and Replacement of the 46kV Line System located in Southeast Utah Valley (Release) is entered into by and between Strawberry Water Users Association, a Utah nonprofit corporation and mutual irrigation company (SWUA), Southern Utah Valley Power Systems, a Utah interlocal entity (SUVPS), and the members of SUVPS, the Utah cities of Payson, Salem, Spanish Fork and Springville, as well as South Utah Valley Electric Service District, a Utah Electric Service District. This Release is effective upon full execution and delivery to SUVPS.

RELEASE BACKGROUND

The 46kV Line System is that 46kV electrical power transmission line system, located in southeast Utah Valley, which forms two loops beginning and ending at PacifiCorp's Spanish Fork Substation, located at approximately 4005 South Highway 89, Mapleton, Utah. The approximate location of the 46kV Line System is depicted in Exhibit A attached. The 46kV Line System includes all related poles, guy wires, anchors, conductors, steel structures, insulators, foundations, switches, earthing systems and other equipment, together with all rights of way, easements and licenses upon which such equipment sits, and all rights of way, easements and licenses for access roads.

The parties, (and the members of SUVPS, the Utah cities of Payson, Salem, Spanish Fork and Springville, and the South Utah Valley Electric Service District) have, pursuant to a number of contracts, cooperated in the construction, use, operation and maintenance of the 46kV Line System. SWUA constructed the 46kV Line System and operated and maintained it for some time. The construction costs were reimbursed by certain member of SUVPS. The majority of the operation and maintenance costs have been paid or reimbursed by SUVPS or its members. Currently the 46kV Line System is operated and maintained by SUVPS pursuant to contracts with SWUA and the United States acting through the Department of the Interior, Bureau of

Reclamation (Reclamation). Power of the parties and SUVPS' members has otherwise been wheeled on the 46kV Line System without charge.

SWUA has claimed that it is owed money by SUVPS and/or SUVPS' members for certain construction costs and real property and/or privilege taxes relating to the 46kV Line System. The parties have reached a compromise regarding SWUA's claims relating to the 46kV Line System. In return for the payment of Two Hundred and Five Thousand Dollars (\$205,000.00) by SUVPS to SWUA, and SUVPS and SWUA entering into an agreement entitled the Agreement Regarding the Settlement of Claims for Reimbursement of 46kV Line System Costs, Title Transfer of the 46kV Line System and the Sale of the Taylor Switch Rack Parcel and Associated Equipment (the Separate Agreement), the parties have agreed to provide each other with a release of any and all claims relating to the construction, use, operation, maintenance, repair and replacement of the 46kV Line System. This Release shall be interpreted in a manner consistent with the Separate Agreement.

RELEASE TERMS

1. Release of Claims. In and for the consideration described above and other good and valuable consideration, the delivery and sufficiency of which is acknowledged by all parties, the parties hereby release any and all claims, existing as of the effective date of this Release, that they may have against any other party or any other party's respective directors, trustees, officers and employees, that in any manner relates to or arises out of the construction, use, operation, maintenance, repair or replacement of the 46kV Line, or the payment or nonpayment of property or privilege taxes relating to the 46kV line, whether such claims are known or unknown.

2. Interpretation. This Release shall be interpreted in a manner consistent with the Separate Agreement. The respective rights and obligations of the parties to the Separate Agreement that are described in the Separate Agreement are not released by this Release excepting only the obligations described in the Separate Agreement to provide this Release.

3. Counterparts. This Release may be executed in counterparts.

4. Warranty of Authority. The individuals executing this Release represent and warrant that they are duly authorized to execute this Release on behalf of the party for which they are signing.

STRAWBERRY WATER USERS ASSOCIATION

Sterling Brown, General Manager

Date: _____

SOUTHERN UTAH VALLEY POWER
SYSTEMS

By:

Its:

Date: _____

SOUTH UTAH VALLEY ELECTRIC SERVICE
DISTRICT

By:

Its:

Date: _____

SPANISH FORK CITY

By:

Its:

Date: _____

SPRINGVILLE CITY

By:

Its:

Date: _____

SALEM CITY

By:

Its:

Date: _____

PAYSON CITY

By: _____

Its:

Date: _____

EXHIBIT D

February 23, 2022

Name
Address
City, State, Zip

Re: Proposed title transfer of the 46kV Line System, located in southeast Utah Valley, Utah, to Southern Utah Valley Power Systems

Dear _____:

For and on behalf of Strawberry Water Users Association (SWUA) I am writing in support of the proposed title transfer of the "46kV Line System" to South Utah Valley Power Systems (SUVPS) a Utah interlocal entity.

The 46kV Line is that electrical power transmission line, located in southeast Utah Valley, which forms two loops and begins and ends at PacifiCorp's Spanish Fork Substation, located at approximately 4005 South Highway 89, Mapleton, Utah. The 46kV Line System includes all related poles, guy wires, anchors, conductors, steel structures, insulators, foundations, switches, earthing systems and other equipment, together with all rights of way, easements and licenses upon which such equipment sits, and all rights of way, easements and licenses for access roads. The 46kV Line System is depicted on Exhibit 1 attached.

Ownership of the 46kV Line is claimed by Reclamation. SUVPS desires to have Reclamation transfer any and all Reclamation title to SUVPS. SUVPS has asked for SWUA's support of that title transfer.

SUVPS and SWUA have executed the enclosed Agreement Regarding the Settlement of Claims for Reimbursement of 46kV Line System Costs, Title Transfer of the 46kV Line System and the Sale of the Taylor Switch Rack Parcel and Associated Equipment.

We appreciate your attention to this matter and would appreciate your timely transfer of title to the 46kV Line System to SUVPS in a manner consistent with the Agreement Regarding the Settlement of Claims for Reimbursement of 46kV Line System Costs, Title Transfer of the 46kV Line System and the Sale of the Taylor Switch Rack Parcel and Associated Equipment.

Please let me know how SWUA may be of assistance in the title transfer. Thank you for your attention to this matter.

Very truly yours,

Sterling Brown
General Manager



Attorneys
Title Guaranty
Fund, Inc.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Attorneys Title Guaranty Fund, Inc.

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Attorneys Title Guaranty Fund, Inc., a Colorado corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

PCUT202203002056

This page is only a part of an ALTA® Commitment for Title Insurance issued by Attorneys Title Guaranty Fund, Inc. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.



ERIC R. MORGAN
PRESIDENT

Issued By
Wasatch Land & Title Insurance Agency, Inc.
Member's Name

946 North 200 East, Spanish Fork Utah 84660
Address

801-794-1015
Telephone

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- b. "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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- h. "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements;
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
- f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org>.

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Transaction Identification Data for reference only:

Issuing Agent: Wasatch Land & Title Insurance Agency, Inc.
Issuing Office: 946 North 200 East, Spanish Fork Utah 84660
Issuing Office's ALTA® Registry ID: 1067639
Issuing Office File Number: 222042
Property Address: vacant , Spanish Fork, Utah 84660
Revision Number: 1

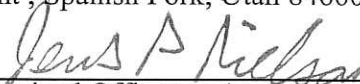
SCHEDULE A

- 1. Commitment Date: January 5, 2022 @ 8:00 a.m.
- 2. Policy or Policies to be issued: Premium
 - A. ALTA 2006 Owner's Policy, Amount \$95,000.00 **\$650.00**
Proposed Insured: **South Utah Valley Power Systems, a Utah Non-Profit Corporation**
 - Endorsements: **\$0.00**
 - Additional Charges: \$
 - Total **\$650.00**

- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
- 4. The Title is at the Commitment Date vested in: Strawberry Water Users Association
- 5. The land referred to in this Commitment is located in the County of UTAH , State of Utah, and is described as follows:

See Schedule C attached hereto.

For informational purposes only, the property address is: vacant , Spanish Fork, Utah 84660



 Authorized Officer or Agent
 Member's Number: 1427

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:
Wasatch Land & Title Insurance Agency, Inc., 946 North 200 East, Spanish Fork Utah 84660
Phone: 801-794-1015, Fax: 801-794-1017

Commitment Number: PCUT202203002056

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**SCHEDULE B, PART I
Requirements**

All the following are the Requirements that must be met:

Item (a) The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Item (b) Pay the agreed amount for the estate or interest to be insured.

Item (c) Pay the premiums, fees, and charges for the Policy to the Company.

Item (d) Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Item (e) Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

Item (f) If the applicant desires copies of any matters shown as exceptions in Schedule B - Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.

Item (g) Provide current copy of the Resolution on behalf of the limited liability company/corporation shown herein in Schedule A.

Item (h) Warranty Deed from the vested owners on Schedule A to the proposed insured.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. General property taxes for the year 2022 are accruing as a lien, but are not yet due and payable. Taxes for the year 2021 were paid in the amount of \$165.93 under tax serial number 25:030:0035. Taxes for 2022 will be paid under Tax Serial Number 25:030:0094. All prior years have been paid.
7. Said property is included within the unincorporated area of Utah County, a political subdivision of the State of Utah, and its service districts and is subject to any special assessments for improvements or services as may be therein provided.
8. Said property is subject to all zoning, subdivision, special improvements and service area ordinances of record and subject to any restrictions and/or fees levied thereunder.
9. Resolution creating the Utah Valley Dispatch Special Service District, as shown by instrument recorded September 30, 2008, as Entry No. 107508:2008 of the official records.

Notice of Creation of the Utah Valley Dispatch Special Service District dated October 3, 2008 recorded October 22, 2008 as Entry No. 114949:2008 of the official records.

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Resolution creating the Utah Valley Road Special Service District recorded April 21, 2009 as Entry No. 42373:2009 of the official records.

Notice of Creation of the Utah Valley Road Special Service District recorded May 8, 2009 as Entry No. 50963:2009 of the official records.

(Note: These assessments for these service districts are collected and paid as part of the general property taxes).

10. The effect of that certain quit claim deed between the United States of America, acting by and through the Bureau of Reclamation, Department of the Interior, as Grantor and South Utah Valley Electric Service District, a Utah non-profit electric service and political subdivision of the State of Utah, as Grantee, recorded January 14, 2015 as Entry No. 3187:2015 of the official records.
11. Rights of way for any roads, ditches, canals, transmission lines, fence lines, and easements now existing over, under or across the property.
12. The property is subject to an Ordinance Amending The Utah County General Plan to include an electrical transmission Corridor as more fully set forth in instrument recorded July 9, 2003 as Entry No. 103008:2003 of the official records.
13. Subject to restrictions as contained in certain warranty deeds recorded August 18, 1964 as Entry No. 12377, 12378 in Book 982 at Page 285-288, incident to the construction of a freeway known as Project No. 15-6, of the official records, in favor of the STATE ROAD COMMISSION OF UTAH, including but not limited to rights of controlled access and relocation of existing irrigation ditches.
14. Subject to the terms and conditions of an Easement and Right-of-Way granted to THE STATE ROAD COMMISSION OF UTAH, for the purpose of constructing thereon an irrigation facility and appurtenant parts thereof incident to the construction of a freeway, as set forth in that certain instrument recorded August 18, 1964 as Entry No. 12379 in Book 982 at Page 289, as shown in various deed appearing in the Official Records, including but not limited to, rights of controlled access and relocation of existing irrigation ditches.

NOTE: The following names have been checked for judgments: SUVPS, SWUA; Beck Family Charitable Remainder Trust, Bonnie Cass, Bruce Cass

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: FOR INFORMATION PURPOSES ONLY: Official records indicate that, except for reconveyances and as indicated herein, the following transfers and/or conveyances of the subject property have taken place within the 24 months preceding the effective date of this Commitment:

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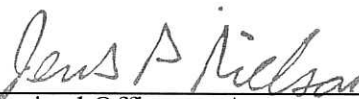
1. There have been no conveyances within the last 24 months.

NOTE: UPON COMPLIANCE WITH UNDERWRITING REQUIREMENTS, EXCEPTION(S) 1-5 WILL BE OMITTED FROM THE LOAN POLICY TO BE ISSUED HEREUNDER.

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b). (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; minerals, oil and gas; (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

The ALTA Homeowner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b); (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; oil and gas; (3) Real Estate taxes or assessments for the current year and taxes or special assessments which are not shown as existing liens at date of policy; (4) Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete survey of the land and inspection of the land; (5) Covenants, conditions, restrictions, setbacks, easements and/or servitudes appearing in the public records. This exception does not impair the coverage afforded by Covered Risks 12, 13, 23, 24, and 26; (6) Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the public records. This exception does not impair the coverage afforded under Covered Risk 25; (7) Any violation, variation, or encroachment of a boundary wall or fence. This exception does not impair the coverage afforded under Covered Risks 21 and 22; (8) Any security deed, mortgage, deed of trust, judgment, lien or encumbrance of any kind which has been created, suffered, and assumed by the insured or of which the insured has actual knowledge.

Countersigned:



Authorized Officer or Agent
Member's Number: 1427

Please make any inquiries for Title questions to Wasatch Land & Title Insurance Agency, Inc.,
946 North 200 East, Spanish Fork Utah 84660
Phone: 801-794-1015, Fax: 801-794-1017.

This page is only a part of an ALTA® Commitment for Title Insurance issued by Attorneys Title Guaranty Fund, Inc. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Attorneys
Title Guaranty
Fund, Inc.

Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: 222042

Beginning at a point which is South 725.81 feet and East 443.31 feet from the Northwest corner of Section 26, Township 8 South, Range 2 East, Salt Lake Base and Meridian; said point being located at the intersection of the Westerly right-of-way line of the Denver and Rio Grande Western Railroad and the Southerly right-of-way line of Utah State Highway 115; Thence South 37°49'15" West along said railroad right-of-way line, parallel to the railroad track, 413.31 feet; thence North 343.76 feet to a point which lies on an existing fence line and on said highway right-of-way line; thence South 86°06'06" East along said fence line and highway right-of-way line 254.03 feet to the point of beginning.

Together with those real property interests as more specifically set forth in Paragraphs 3 & 4, in that certain Order Granting Stipulated Motion to Dismiss Strawberry Water Users Association Only with Prejudice in Civil No. 210400613 entered on September 16, 2021 and recorded December 10, 2021 as Entry No. 204908:2021 of the official records.

Tax Parcel No. 25:030:0094

25:03:0045
EDMAN, MARSHA (ET AL)...
Value: \$296,600 -- 10.59 acres

W 7300 SOUTH ST

W 900 SOUTH ST

W 910 SOUTH ST

Sec27
T8S
R2E

25:03:0066
SPANISH FORK CITY...
Value: \$791,800 -- 9.18 acres

Sec26

T8S
R2E

25:03:0071
SWENSON, WAYNE H and SHARON L...
Value: \$453,400 -- 5.26 acres

25:03:0070
SWENSON, DEE ANN M (ETAL)...
Value: \$453,400 -- 5.26 acres

25:03:0075
EATON, JAMES A and SHERRY L...
Value: \$271,900 -- 9.66 acres

41:803:0002
HARRIS, JOE D...
1075 S 1400 WEST - SPANISH FORK
Value: \$1,183,900 -- 13.73 acres

41:803:0003
HARRIS, JOE D...
1213 S 1400 WEST - SPANISH FORK
Value: \$861,400 -- 9.99 acres

Utah County Parcel Map

25:03:00028

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey



Date: 3/3/2022

EXHIBIT F

WHEN RECORDED MAIL TO:
Southern Utah Valley Power Systems
Attn: General Manager
14 North Main Street
Springville, Utah 84663

Parcel No. 25:030:0094

**SPECIAL WARRANTY DEED
AND
BILL OF SALE**
(Taylor Switch Rack Parcel and equipment)

STRAWBERRY WATER USERS ASSOCIATION, Grantor, of Utah County, State of Utah, hereby conveys to SOUTHERN UTAH VALLEY POWER SYSTEMS, a Utah interlocal entity, 14 North Main Street, Springville, Utah 84663, Grantee, warranting only against those claiming by or through Grantor, for the sum of TEN DOLLARS and other good and valuable consideration, located in the Northwest Quarter of Section 26, Township 8 South, Range 2 East, Salt Lake Base and Meridian near Payson, Utah, more particularly described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 725.81 FEET AND EAST 443.31 FEET FROM THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF UTAH STATE HIGHWAY 115; THENCE SOUTH 37°49'15" WEST ALONG SAID RAILROAD RIGHT-OF-WAY LINE, PARALLEL TO THE RAILROAD TRACK, 413.31 FEET; NORTH 343.76 FEET TO A POINT WHICH LIES ON AN EXISTING FENCE LINE AND ON SAID HIGHWAY RIGHT-OF-WAY LINE; SOUTH 86°06'06" EAST ALONG SAID FENCE LINE AND HIGHWAY RIGHT-OF-WAY LINE 254.03 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES. (Parcel No. 0094)

Together with all appurtenances and all associated equipment, including the following:

- All fences and gates;
- Switch rack steel structure;
- Four (4) 46kV switches;
- One (1) Lot 46kV Bus, Conductor and Hardware.

Grantor makes no representation or warranty regarding appurtenances or equipment.

WITNESS the hand of said Grantor this _____ day of _____, 2022.

GRANTOR:

By: _____
Sterling Brown, General Manager

STATE OF UTAH :
 : ss.
COUNTY OF UTAH :

On the ___ day of _____, 2022, personally appeared before me Sterling Brown, and having been first duly sworn by me acknowledged that he is the General Manager of the Strawberry Water Users Association, that he was duly authorized by the Board of Directors of the Strawberry Water Users Association to execute the above Special Warranty Deed and Bill of Sale for and on behalf of Strawberry Water Users Association and that he executed the same on behalf of Strawberry Water Users Association.

NOTARY PUBLIC



STAFF REPORT

DATE: May 13, 2022

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF AN ORDINANCE THAT ADOPTS, ENACTS AND AMENDS THE “SPRINGVILLE CITY PARKS, RECREATION, TRAILS AND OPEN SPACE MASTER PLAN,” THE “IMPACT FEE FACILITIES PLAN (IFFP) & IMPACT FEE ANALYSIS (IFA) - PARKS AND RECREATION FACILITIES,” AND THE PARKS AND RECREATION IMPACT FEE.

Recommended Motion: Motion to approve Ordinance No. ___ that adopts, enacts and amends the “Springville City Parks, Recreation, Trails and Open Space Master Plan,” the “Impact Fee Facilities Plan (IFFP) & Impact Fee Analysis (IFA) - Parks and Recreation,” and the Parks and Recreation Impact Fee.

Executive Summary: This matter is to consider updates to the “Springville City Parks, Recreation, Trails and Open Space Master Plan” (the “Master Plan”), the “Impact Fee Facilities Plan (IFFP) & Impact Fee Analysis (IFA) - Parks and Recreation Facilities” and the Parks and Recreation Impact Fee. The Master Plan was last fully updated in 2005 and the other documents were updated in 2015. Here are brief descriptions of the proposed documents:

- **Master Plan.** The Master Plan is a tool that provides an up-to-date and comprehensive plan for developing parks, recreation, trails and open space systems and programs in an orderly way to keep up with the demands and needs of the community today and into the future.
- **Impact Fees.** The IFFP and IFA sets the maximum justifiable impact fee amount for the next 6 to 10 years at somewhere between \$8,235 to \$8,661 for a single-family home and \$6,286 to \$6,611 to for a multi-family unit. The impact fee is to meet the impacts of new development on the City’s park systems.

Two of the most critical items to consider are: 1. What is the correct level of service to adopt? 2. What is the appropriate impact fee amount?

Focus of Action: The focus of action is to consider an ordinance that approves, updates and amends the Master Plan, IFFP, IFA and the Parks and Recreation Impact Fees.

Background: In 2005, the City developed a parks, recreation and trails master plan (the “2005 Master Plan”). Over the years the City has worked towards implementing the 2005 Master Plan. In 2020, the City decided to update the 2005 Master Plan. Along with the Master Plan, the City has worked towards updating the Parks and Recreation IFFP, IFA, and impact fee, all of which were last updated in 2015.

The below provides some of the pertinent information in the Master Plan, IFFP and IFA.

- **Parks LOS.** Springville currently owns 253.60 acres for parks. Of that total amount, 180.40 acres are developed, giving the City a current LOS of 5.11 developed acres per 1,000 people. The LOS provided for in the Master Plan for future growth is 5.0 acres per 1,000 people, which is the same LOS for similar types of parks established in the 2005 Master Plan.
- **Future Park Development.** Here’s a breakdown of what property needs to be purchased and developed by 2030 and 2050 (buildout):
 - **2030** - 61.2 acres of parks needs to be developed within the next 10 years to maintain the LOS.
 - **2050** - An additional 49.2 acres need to be purchased and developed between 2030 and 2050. The breakdown of where the 49.2 acres needs to be purchased and developed is as follows:
 - 23.0 acres need to be purchase and developed to fill in gap areas to meet distribution LOS needs, *See* Maps 3 & 4 on pages 49 & 50 of the Master Plan; and
 - 26.2 additional acres need to be purchased and developed anywhere within the City’s parks system.
- **Park Amenities.** Pages 57 through 59 of the Master Plan describe the current LOS and future LOS for park amenity needs. Discussions on future park amenity needs looks at national suggested standards and the City’s unique needs and expectations. The Master Plan suggestion is that over the next 10 years, the City should include in the development of its parks two multipurpose fields, one sand volleyball court, one skate/bike park, one splash pad/water feature and one tennis court.
- **Park Costs.** Costs for future parks amount to \$250,000 per acre to purchase property and \$400,000 per acre to develop property.
- **Trails.** Pages 100 through 106 provides a future trail concept and trail plans going into the future. The Master Plan concepts and plans will later be further addressed through a more specific Active Transportation Master Plan.

- Impact Fees. Under Utah law, the purpose of the IFFP and IFA is for a city to plan necessary capital improvements to maintain the City's LOS to keep up with impacts of new development. The below addresses legal requirements incorporated in the IFFP and IFA.
 - LOS - The impact fee is based on the LOS.
 - Master Plan. The City's current Master Plan LOS for parks is 5.0 acres per 1,000.
 - Level of Investment. The level of investment method LOS is derived based on the land and improvement values per capita.
 - Service Area - The service area in which the parks and recreation impact fees will be charged is the area within the City.
 - Demand Analysis - The demand analysis looks at the City's current population, determines what the per capita cost for parks development, and estimates how much the City will grow within 10 years. According to the IFFP and IFA, it is planned for the City to grow by 12,961 people over the next 10 years.
 - Funding of Future Facilities - The IFFP and IFA provide the funding source for future park development based on new development. The funding source for parks and recreation infrastructure related to new development is impact fees because "they are an appropriate and fair mechanism for funding growth-related infrastructure."
 - Implementation - A city has to wait 90 days before collecting impact fees after new or amended impact fees are adopted.
 - Encumbered - Collected impact fees must be spent within six years of collecting the impact fees.
- Impact Fee Calculations. The impact fee is developed through two scenarios:
 - Level of Investment - This scenario is based on a growth-driven method and amounts to \$2,194 per capita, resulting in impact fees of \$8,235 for a single-family home and \$6,286 for a multi-family unit.
 - Master Plan - This scenario basis the impact fee on the Master Plan estimated costs and level of service and amount to \$2,308 per capita, resulting in impact fees of \$8,661 for a single-family home and \$6,611 for a multi-family unit.

Discussion: The City Council and the PAR Board have had an opportunity to review and discuss the Master Plan, IFFP, IFA and potential increase in the parks and recreation impact fees. The Planning Commission has only reviewed the Master Plan. To date, it appears that the City Council is good with the Master Plan. Accordingly, this discussion will only focus on the impact fees.

Council Consideration

On considering the proposed ordinance, the City Council may do any of the following with respect to the parks and recreation impact fee:

1. adopt the maximum justifiable impact fee;
2. adopt an impact fee below the maximum justifiable impact fee and maintain the current LOS;
3. reduce the current LOS, which in return would reduce the maximum justifiable impact fee;
4. do nothing and continue with the current impact fee; or
5. reduce or do away with the current impact fee.

The below information is provided to help the Council in its consideration.


Impact Fee Comparison

As stated above, the maximum justifiable impact fee for parks and recreation is between \$8,235 (level of investment approach) and \$8,661 (master plan approach) per single-family dwelling (the “Maximum Impact Fee”). The current impact fee is \$3,715 for a single-family dwelling. If the Maximum Impact Fee is adopted, it would be an increase in the parks and recreation impact fee somewhere between 122% to 133% and would place the City’s parks and recreation impact fee at the top of parks impact fees charged by cities within Utah County by over \$2,300. (The average of impact fees in Utah County is \$3,413.82.)

Currently, Springville’s overall impact fees are \$12,005.00 (based on a 10,000 sq. ft. lot and house worth \$500,000), which amount is in the middle of impact fees charged by Utah County cities. This total amount is hard to compare to the total impact fees collected by other cities because several cities do not charge certain impact fees based on the city’s individual situation. For instance, not every city charges a power impact fee because not all cities provide power.

Below are two documents that provide an impact fee comparison between Utah County cities. The information was collected and provided to us by the Utah Valley Home Builders Association.

Spreadsheet of Overall Impact Fees

	Am Fork	Alpine	Cedar Hills	Sp Fork	Eagle Mt.	Santaquin	Pl Grove	Orem
CULINARY WATER	\$ 2,502.45	\$ 1,123.00	\$ 1,749.00	\$ 1,496.67	\$ 3,668.00	\$ 1,180.00	\$ 1,932.00	\$ 4,407.00
ROADS/TRANSPORTATION	\$ 3,548.30	\$ 1,183.32	\$ 624.90	\$ 1,820.00	\$ 1,235.00	\$ 768.00	\$ 1,533.00	\$ 442.00
SEWER	\$ 840.08	\$ 492.00	\$ 928.80	\$ 2,632.57	\$ 3,462.00	\$ 4,416.00	\$ 1,035.00	\$ 847.00
PARK/RECREATION		\$ 2,688.00	\$ 2,256.00	\$ 4,795.00	\$ 3,580.00	\$ 3,817.00	\$ 1,804.00	\$ 2,891.00
PUBLIC SAFETY	\$ 755.75		\$ 495.13	\$ 895.25	\$ 42.00	\$ 531.15		\$ 338.00
STORM WATER	\$ 600.00	\$ 800.00		\$ 2,125.00	\$ 640.00	\$ 770.00	\$ 2,242.00	\$ 388.00
ELECTRICITY				\$ 1,830.27				
PRESSURIZED IRRIGATION	\$ 2,800.00	\$ 950.00		\$ 1,400.00		\$ 3,786.00		
IMPACT FEES TOTAL	\$ 14,902.57	\$ 7,216.32	\$ 6,053.83	\$ 16,994.76	\$ 12,627.00	\$ 15,268.15	\$ 8,546.00	\$ 9,313.00
City Fees/ HookUps	\$ 4,903.29	\$ 1,170.00	\$ 7,058.92	\$ 2,807.00	\$ 650.00	\$ 1,376.00	\$ 5,548.00	\$ 323.00
TSSD	\$ 1,785.55	\$ 1,785.55	\$ 1,785.55		\$ 1,785.55		\$ 1,785.00	
TOTAL 10,000 sq. ft. lot/\$500,000	\$ 21,591.41	\$ 10,171.87	\$ 14,898.30	\$ 19,801.76	\$ 15,062.55	\$ 16,644.15	\$ 15,915.00	\$ 9,636.00
	Lindon	Highland	Vineyard	Salem	Mapleton	Wd. Hills	Elk Ridge	Sar Spgs
CULINARY WATER	\$ 1,557.00	\$ 603.00	\$ 3,677.00	\$ 1,655.20	\$ 1,417.00	\$ 6,800.00	\$ 5,653.00	\$ 2,485.00
ROADS/TRANSPORTATION		\$ 538.00	\$ 3,586.00	\$ 1,460.00			\$ 3,304.00	\$ 872.00
SEWER	\$ 1,086.00	\$ 2,108.00	\$ 2,391.00	\$ 5,376.67	\$ 3,156.91	\$ 2,065.98	\$ 2,664.00	\$ 908.14
PARK/RECREATION	\$ 4,500.00	\$ 5,854.00		\$ 4,918.83	\$ 3,587.00		\$ 2,393.00	\$ 2,558.02
PUBLIC SAFETY	\$ 314.00	\$ 760.69		\$ 2,382.00	\$ 402.52			\$ 467.13
STORM WATER	\$ 799.00	\$ 1,500.00	\$ 337.00					
ELECTRICITY				\$ 2,896.00				
PRESSURIZED IRRIGATION	\$ 450.00	\$ 4,300.00		\$ 2,505.00	\$ 6,100.00			
IMPACT FEES TOTAL	\$ 8,706.00	\$ 15,663.69	\$ 9,991.00	\$ 21,193.70	\$ 14,663.43	\$ 8,865.98	\$ 14,014.00	\$ 7,290.29
City Fees/ HookUps	\$ 4,476.00	\$ 908.00	\$ 5,285.02	\$ 1,530.00	\$ 3,428.00	\$ 3,860.00	\$ 6,100.00	\$ 950.00
TSSD		\$ 1,785.55	\$ 1,785.55					\$ 1,785.55
TOTAL 10,000 sq. ft. lot/\$500,000	\$ 13,182.00	\$ 18,357.24	\$ 17,061.55	\$ 22,723.70	\$ 18,091.43	\$ 12,725.98	\$ 20,114.00	\$ 10,025.84
	Provo	Lehi	Springville	Payson	<p>CITY FEES incl bldg permit, plan ck, hook ups etc. Based on 10,000 sq. lot \$500,000. Ut Cty Median Price (\$F) single family home valuation. This is a fair estimate of what the city will charge. Acknowledge many variables will affect the total cost per SF home. Some cities have multiple districts with different fees. This chart only shows one district. **These are fees that are ordinance approved as of January 31, 2022. (All numbers provided by city officials).</p> 			
CULINARY WATER	\$ 4,042.80	\$ 1,194.07	\$ 1,106.00	\$ 1,299.00				
ROADS/TRANSPORTATION	\$ 1,293.06	\$ 1,163.00	\$ 676.00					
SEWER	\$ 2,370.64	\$ 761.43	\$ 1,716.00	\$ 2,065.98				
PARK/RECREATION	\$ 3,105.10	\$ 2,772.98	\$ 3,715.00	\$ 2,800.00				
PUBLIC SAFETY	\$ 580.67	\$ 296.37	\$ 461.00	\$ 770.00				
STORM WATER	\$ 1,667.58	\$ 347.75	\$ 972.00					
ELECTRICITY	\$ 1,750.00	\$ 1,187.71	\$ 1,916.00	\$ 1,515.00				
PRESSURIZED IRRIGATION		\$ 1,094.66	\$ 1,443.00	\$ 1,451.00				
IMPACT FEES TOTAL	\$ 14,809.85	\$ 8,817.97	\$ 12,005.00	\$ 9,900.98				
City Fees/ HookUps	\$ 514.02	\$ 5,419.10	\$ 697.00	\$ 892.50				
TSSD		\$ 1,785.55						
POWER	\$ 1,000.00	\$ 374.02	\$ 730.00					
TOTAL 10,000 sq. ft. lot/\$500,000	\$ 16,323.87	\$ 16,396.64	\$ 13,432.00	\$ 10,793.48				

Comparison of Overall Impact Fees and Park Impact Fees

	Overall Impact Fees	IMPACT FEES	Parks Impact Fees	LOS - acres/1,000 people
Cedar Hills	\$6,053.83		\$ -	
Alpine	\$7,216.32		\$ -	
Saratoga Springs	\$7,290.29		\$1,804.00	
Pleasant Grove	\$8,560.00		\$2,256.00	
Lindon	\$8,706.00		\$2,393.00	
Lehi	\$8,817.97		\$2,558.02	3.7 acres
Woodland Hills	\$8,865.98		\$2,688.00	
Orem	\$9,313.00		\$2,772.98	3.6 acres
Payson	\$9,900.98		\$2,800.00	
Vineyard	\$9,991.00		\$2,891.00	2.8 acres
Springville	\$12,005.00		\$3,105.10	4.8 acres
Eagle Mountain	\$12,627.00		\$3,580.00	
Elk Ridge	\$14,014.00		\$3,715.00	5.11 acres
Mapleton	\$14,663.43		\$3,587.00	4.9 acres
Provo	\$14,809.85		\$3,817.00	
American Fork	\$14,902.57		\$4,500.00	
Santaquin	\$15,268.15		\$4,795.00	4.7 acres
Highland	\$15,663.69		\$4,918.83	4.3 acres
Spanish Fork	\$16,994.76		\$5,854.00	
Salem	\$21,193.70			
<ul style="list-style-type: none"> Springville with \$8,661.00 parks impact fee = \$16,951 		Proposed Parks Impact Fee = \$8,661	<ul style="list-style-type: none"> Highest = St. George - 5.7 acres Rough Ave - 4.15 acres 	

Level of Service

If the Council does not want to adopt the Maximum Impact Fee, one way to reduce the Maximum Impact Fee is to reduce the LOS. The LOS is derived based on two methods: the level of investment and master plan.

Level of Investment - This model determines the LOS by taking a snap shot of the value of the City's current park facilities and calculating a current per capita cost for today's LOS. The per capita cost is then used to determine how much money is needed to maintain the level of service over the next 10 years by multiplying the per capita LOS amount by the projected 10 year estimated population growth of 12,961 people. Below are two tables that show how the level of investment for LOS approach is calculated.

TABLE 6.1: ILLUSTRATION OF SPRINGVILLE CITY PARKS AND RECREATION FUTURE IMPROVEMENTS

TYPE OF IMPROVEMENT	POPULATION INCREASE IFFP HORIZON	LEVEL OF INVESTMENT PER CAPITA	ESTIMATED FUTURE INVESTMENT
City-Wide Service Area	12,961	\$2,192	\$28,416,578

TABLE 6.2: NEW INVESTMENT NEEDED BY TYPE OF FACILITY TO MAINTAIN LEVEL OF SERVICE

PARK TYPE	PER 1,000 CAPITA	ACRES/MILES NEEDED	EST. LAND PER ACRE	EST. IMPROV. PER ACRE	TOTAL VALUE PER ACRE/MILE	NEW VALUE	PER CAPITA
All Facilities	7.19	93.20	\$192,271	\$112,634	\$304,905	\$28,416,578	\$2,192
Developed	5.12	66.30	\$250,000	\$139,386	\$389,386	\$25,815,112	\$1,992
Undeveloped	2.08	26.90	\$50,000	\$0	\$50,000	\$1,345,051	\$104
Special Use/Other	NA	NA	NA	NA	NA	NA	NA
Trails	0.37	4.78	NA	NA	\$255,024	\$1,218,378	\$94

If the Council wants to reduce the amount of the parks and recreation impact fee over the next 10 years, they could reduce one of the above amounts in the table, which in turn would reduce the LOS outcome over the next 10 years.

Master Plan Approach - Under this approach to determine LOS, the IFA looks at the LOS developed in the Master Plan and projects over the next 10 years what it would cost to maintain the LOS. The key number to maintain the LOS over the next 10 years is the number of park acres per 1,000 people. The LOS shows that we need to maintain 5.0 acres per 1,000 people. It currently costs \$250,000 to purchase an acre of land for parks and \$400,000 to develop a park acre. The Council could reduce the number of acres per 1,000 people to reduce the overall impact fee amount.

Recommendations:

Planning Commission Recommendation: Under Utah law, the planning commission is not required to provide a recommendation on the adoption of impact fees. The planning commission recommends adopting the Master Plan but does not have a recommendation regarding the IFFP, IFA or Impact Fee.

PAR Board Recommendation:

The PAR Board provided five recommendations pertinent to the proposed ordinance.

1. Adopt the Master Plan,
2. Adopt the IFA and maximum justifiable parks and recreation impact fee,
3. Provide the City Council a comparison of parks impact fees with other cities,
4. Provide the City Council with legal consequences of adopting the maximum justifiable parks and recreation impact fee, and
5. Maintain the parks and recreation LOS.

One reason that seemed uniform throughout the PAR Board's discussion to adopt the maximum justifiable impact fee amount was that the PAR Board members feel that one of the City's greatest assets is its parks facilities. They want the City to continue to maintain its "awesomeness," which would require adopting the maximum justifiable impact fee.

Staff's Recommendation:

Staff recommends not changing the maximum justifiable amount and implement the impact fee using a stepped approach. Staff's recommendation is to start at 70% of the maximum justifiable amount, which would be \$6,062.70 for a single-family dwelling and \$4,627.70 for a multi-family unit. Then review/increase the impact fee every 90 to 180 days until the full maximum justifiable amount is reached.

Alternatives: The City Council could adopt, modify or deny the proposed ordinance.

Fiscal Impact: If the Council wants to maintain the current LOS over the next 10 years, not adopting the maximum justifiable amount could cost the City additional money outside of impact fees to pay for new parks for new development.

John Perrod
City Attorney

Attachments: Proposed Resolution with the Settlement Agreement

ORDINANCE #XX-2022

AN ORDINANCE ADOPTING AND AMENDING THE “SPRINGVILLE CITY PARKS, RECREATION, TRAILS AND OPEN SPACE MASTER PLAN” AND THE “IMPACT FEE FACILITIES PLAN (IFFP) & IMPACT FEE ANALYSIS (IFA), PARKS AND RECREATION FACILITIES” AND ENACTING THE PARKS AND RECREATION IMPACT FEE.

WHEREAS, Springville City (the “City”) has legal authority pursuant to Title 11, Chapter 36a of the Utah Code known as the “Impact Fee Act” (the “Act”) to impose development impact fees as a condition of development approval, which impact fees are used to defray capital infrastructure costs attributable to new development activity; and

WHEREAS, the City has historically assessed impact fees as a condition of development approval in order to appropriately assign capital infrastructure costs to development in an equitable and proportionate manner; and

WHEREAS, on July 9, 2020, pursuant to the Act, the City properly noticed its intent to update its Springville City Parks, Recreation, Trails and Open Space Master Plan (the “Master Plan”) and to create and amend its Parks and Recreation Impact Fee Facilities Plan (the “IFFP”) and to amend its Parks and Recreation Impact Fee (the “Impact Fee”) based on an updated Parks and Recreation Impact Fee Analysis (the “IFA”); and

WHEREAS, the City has reviewed and evaluated the City’s service area for the park and recreation system, which consists of the entire area within the Springville municipal boundary, and has determined that it is in the City’s best interest to establish the said service area for the purpose of imposing the Impact Fees; and

WHEREAS, pursuant to the requirements of Sections 11-36a-301 - 304 of the Act, Landmark Design has prepared (1) the Master Plan, entitled “Springville City Parks, Recreation, Trails and Open Space Master Plan,” dated March 2022, and (2) Lewis, Young, Robertson & Burningham, Inc. (“LYRB”, has prepared the IFFP and IFA, entitled “Impact Fee Facilities Plan (IFFP) & Impact Fee Analysis (IFA), Parks and Recreation Facilities,” dated March 2022, which LYRB has properly certified pursuant to the requirements of Section 11-36a-306 of the Act; and

WHEREAS, LYRB has also calculated the Impact Fees as set forth in the IFFP and the IFA and pursuant to the requirements of Sections 11-36a-305 of the Act; and

WHEREAS, on May 17, 2022, the Springville Planning Commission held a properly noticed public hearing regarding the Master Plan and recommended approving the Master Plan to the City Council (Section 11-36a-504(2) states that planning commission involvement is not required in the impact fee enactment process); and

WHEREAS, on May 5, 2022, pursuant to Section 11-36a-502 and 504 of the Act, a full copy of the Master Plan, the IFFP, the IFA, and this Ordinance, along with an executive summary of the IFFP and the IFA that was designed to be understood by a lay person, were made available to the public at the Springville City Public Library, posted on the City's Website, and the Utah Public Notice Website; and

WHEREAS, on May 17, 2022, the Springville City Council held a public hearing regarding the Master Plan, the IFFP, the IFA, and this Ordinance; and

WHEREAS, the Springville City Council does now desire to hereby approve and adopt the Master Plan, the IFFP, and the IFA and to formally enact and amend Park and Recreation Impact Fees pursuant thereto and pursuant to the requirements of Sections 11-36a-401 through 11-36a-403 of the Act.

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

SECTION 1: Adoption.

The Master Plan, the IFFP, and the IFA are attached hereto and approved, adopted and incorporated as part of this Ordinance. The Parks and Recreation Impact Fees as set forth in the IFA are hereby approved and adopted, and at the time the Impact Fees become effective pursuant to this Ordinance, the fees will replace all previously adopted parks and recreation impact fees.

SECTION 2: Service Area.

The service area established in the IFFP and the IFA and for which Park and Recreation Impact Fees are established and imposed is the entirety of the area within Springville City's municipal boundaries (the "Service Area"). The Service Area is established based upon sound planning principles for the City's park and recreation system services.

SECTION 3: Level of Service.

The existing and proposed level of service provided by the City's parks and recreation system shall remain the same as it was prior to this Ordinance and is hereby adopted as the level of service to be provided throughout the City. The existing and proposed level of service is defined in the Master Plan, the IFFP, the IFA, and the Impact Fee Summary of the IFA and IFFP and includes the following:

1. The parks and recreation level of service is based on maintaining the existing Level of Investment ("LOI") in current parks and recreation facilities. The level of service consists of two components - the land value per capita and the improvement value per capita (or the cost to purchase land and make improvements in today's dollars), resulting in a total value per capita for parks and recreation.
2. The parks and recreation level of service is described in "Section 4: Existing Facilities Inventory" and "Section 5: Level of Service Analysis" of the IFFP and IFA attached to and incorporated in this Ordinance. The current level of service described Sections 4 and 5 includes, but is not limited to, the following:
 - a. Table 5.1 shows 253 of total park acres, which includes 180.40 developed acres and 73.20 undeveloped acres, resulting in:
 - i. 7.19 acres of park property per 1,000 people.
 - ii. 5.12 developed park acres per 1,000 people.
 - b. Table 4.2 lists existing park facility improvements.
 - c. Table 5.2 provides a total value of the City's parks and recreation existing level of service, resulting in a total value per acre of \$304,905.
3. The City's parks and recreation level of service is also defined throughout portions of the Master Plan. Page 47 provides the level of service for acres per 1,000 people. It states that the level of service is "5.0 park acres per 1,000 people, which is slightly rounded down from the existing" level of service. Pages 57 through 59 provides an amenity level of service analysis. Other levels of service are found throughout the Master Plan.

SECTION 4: Impact Fee Analysis and Impact Fee Calculations.

As found in the IFA, the Parks and Recreation Impact Fee calculation is based on the following:

1. Elements. In calculating the Parks and Recreation Impact Fee, the City has included those costs allowed, including debt service, if any, that are found under Section 11-36a-305 of the Act.
2. Proportionate Share Analysis. Included within the IFA is a proportionate share analysis as required by Section 11-36a-304 of the Act.
3. Formula. The Impact Fee is based upon the Act's required proportionate share analysis in determining the total project costs to maintain the City's current parks and recreation level of service for new development activity that will occur during the next six (6) to ten (10) years. The following schedule of the Impact Fees to be imposed for each type of development activity and for each type of system improvement and/or the formula the City will use to calculate each impact fee. A more detailed analysis is found in the attached IFFP and IFA.
4. The below are Tables 6.1 and 6.2 of the IFA that provide the formula for the Parks and Recreation Impact Fees based on the level of investment. The calculations for land cost per acre/mile, improvement value per acre, total cost per acre and population numbers are found in the IFFP and IFA.

SCENARIO 1: PROPOSED PARKS AND RECREATION IMPACT FEE BASED ON LEVEL OF INVESTMENT

Using the growth-driven methodology, the fee per capita is \$2,194 as shown in TABLE 7.1. Based on the per capita fee, the proposed impact fee per household ("HH") is illustrated in TABLE 7.2.

TABLE 7.1: IMPACT FEE VALUE PER CAPITA

TYPE OF IMPROVEMENT	EXISTING LOS PER 1,000	LAND COST PER ACRE/MILE	IMP. VALUE PER ACRE	TOTAL COST PER ACRE	PER 1,000 POPULATION	PER CAPITA LOS
All Parks	7.19	\$192,271	\$112,634	\$304,905	\$2,192,468	\$2,192
Impact Fee Credit						\$0
Professional Expense*						\$2
Estimate of Impact Fee Per Capita						\$2,194

*Professional Expense based on IFFP and IFA cost of \$20,000

TABLE 7.2: PARK IMPACT FEE SCHEDULE

	PERSONS PER HH	FEE PER HH	FEE PER HH	% CHANGE
Single Family	3.75	\$8,235	\$3,715	122%
Multi-Family (Including Mobile Homes)	2.86	\$6,286	\$3,164	99%

5. The below are Tables 6.3 and 6.4 of the IFA that provide the formula for the Parks and Recreation Impact Fees based on the Master Plan. The calculations to obtain the total costs per acre and population numbers are found in the IFFP and IFA.

SCENARIO 2: PROPOSED PARKS AND RECREATION IMPACT FEE BASED ON MASTER PLAN

Using the Master Plan estimated costs and level of service, the fee per capita is \$2,308 as shown in TABLE 7.3. Based on the per capita fee, the proposed impact fee per household (“HH”) is illustrated in TABLE 7.4. This produces a fee lower than the fee based on the current level of investment.

TABLE 7.3: IMPACT FEE VALUE PER CAPITA

TYPE OF IMPROVEMENT	TOTAL COST PER ACRE	PER 1,000 POPULATION	PER CAPITA LOS
All Parks	\$29,888,513	\$2,306,035	\$2,306
Impact Fee Credit			\$0
Professional Expense	\$20,000		\$2
Estimate of Impact Fee Per Capita			\$2,308

TABLE 7.4: PARK IMPACT FEE SCHEDULE

	PERSONS PER HH	FEE PER HH	FEE PER HH	% CHANGE
Single Family	3.75	\$8,661	\$3,715	133%
Multi-Family (Including Mobile Homes)	2.86	\$6,611	\$3,164	109%

6. Impact Fee Amount. Based on the above impact fee formulas, the City adopts a Parks and Recreation Impact fee in the amount of \$8,661 per single family dwelling and \$6,611 per dwelling unit in multi-family buildings (including mobile homes).
7. Non-standard Impact Fees. The City reserves the right under the Act to assess an adjusted impact fee that more closely matches the true impact that the land use will have upon the parks and recreation system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category.
8. Impact Fee Adjustments.
 - a. The City Council is authorized to adjust the standard impact fee at the time the fee is charged to:
 - i. respond to:
 1. unusual circumstances in specific cases; or
 2. a request of a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has or will be collected, and
 - ii. ensure that the impact fees are imposed fairly.
 - b. The impact fee may be adjusted for a particular development based on studies or data provided by a developer after review by the City’s Impact Fee Administrator and approval by the City Council.

9. Credits and Reimbursements.

- a. A developer, including a school district or a charter school, shall receive a credit against or proportionate reimbursement of an impact fee from the City if the developer:
 - i. dedicates land for a system improvement,
 - ii. builds and dedicates some or all of a system improvement, or
 - iii. dedicates a public facility that the City and the developer agree will reduce the need for a system improvement.
- b. The City shall require a credit against the impact fee for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:
 - i. are system improvements, or
 - ii. A. are dedicated to the public, and
B. offset the need for an identified system improvement.

SECTION 5: Assessment.

The City shall charge the Impact Fee as part of the construction of any new dwelling unit within Springville City.

SECTION 6: Expenditure of Impact Fees.

The City may expend impact fees only for a system improvements identified in the IFFP and for the specific public facility type for which the fee was collected. Impact fees will be expended on a first-in-first-out basis. Impact fees collected pursuant to this Ordinance shall be expended or encumbered for a permissible use within six (6) years of their receipt. The City may hold the fees for longer than six (6) years if it identifies, in writing, an extraordinary and compelling reason why the fees should be held longer than six (6) years and an absolute date by which the fees will be expended.

SECTION 7: Refunds.

The City shall refund any impact fee paid by a developer, plus interest earned, when:

1. the developer does not proceed with the development activity and has filed a written request for a refund;

2. the fee has not been spent or encumbered; and
3. no impact has resulted.

An impact that would preclude a developer from a refund from the City may include any impact reasonably identified by the City, including but not limited to, the City having sized facilities and/or paid for, installed and/or caused the installation of facilities based, in whole or in part, upon the developer's planned development activity even though that capacity may, at some future time, be utilized by another development.

SECTION 8: Impact Fee Challenges.

A person or entity that has standing to challenge an impact fee may appeal the impact fee pursuant to Title 14, Chapter 5 of the Springville City Code. The procedures and time limitations for challenging an impact fee, including procedures for mediation and/or arbitration, shall be as set forth in Sections 11-36a-702 through 705 of the Act. The applicable remedies for an impact fee challenge shall be limited to those set forth in Section 11-36a-701 of the Act.

SECTION 9: Accounting of Impact Fees.

The City shall follow all of the accounting and reporting requirements found in Section 11-36a-601 of the Act.

SECTION 10: Severability.

If any portion or provision of this Ordinance shall be declared invalid for any reason, such decision shall not affect the remaining portions of this Ordinance that shall remain in full force and effect. For this purpose, the provisions of this Enactment are declared to be severable.

SECTION 11: Effective Date.

This Ordinance will become effective 90 days after its approval.

SECTION 12: Publication.

The City Recorder shall cause this ordinance, or a short summary hereof, to be published as required by Utah law.

END OF ORDINANCE

ADOPTED by the City Council of Springville, Utah, this _____ day of May 2022.

SPRINGVILLE CITY

Matt Packard, MAYOR

ATTEST:

Kim Crane, CITY RECORDER