

RESOLUTION NO. 84-103

A RESOLUTION AMENDING THE DELTA CITY PERSONNEL POLICIES MANUAL TO AMEND THE JOB DESCRIPTION, DUTIES AND RESPONSIBILITIES OF THE CITY TREASURER'S OFFICE.

The City Council of the City of Delta, Utah, referred to herein as the "City Council," hereby recites the following as the basis for adopting this resolution:

A. The City Council has by Resolution No. 81-41 dated July 13, 1981 adopted a Personnel Policies Manual for the City of Delta.

B. The City Council has determined that the description, duties and performances of the City Treasurer's position as set out in the Delta City Personnel Policies Manual should be amended to provide for the more efficient administration of Delta City.

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

1. Personnel Policies Amended. The Delta City Personnel Policies Manual is hereby amended by repeal of that portion entitled "TITLE: Treasurer," which became effective September 1, 1981 and by adoption of the attached document entitled "TITLE: City Treasurer" as a replacement for the repealed provision. The position description of the City Treasurer's office as adopted hereby shall be included as part of the Delta City Personnel Policies Manual.

2. Administration. The Delta City Manager is hereby instructed and authorized to cause to be distributed to each holder of the Delta City Personnel Policies Manual a copy of the provisions attached hereby and to implement the provisions of the amendment set out therein.

3. Effective Date. This resolution shall become effective upon adoption.

4. Repeal of Conflicting Resolutions. To the extent that any resolutions or policies of the City of Delta conflict with the provisions of this resolution, they are hereby amended to be in accordance with the provisions hereof.

PASSED AND ADOPTED THIS 9th day of January, 1984.

Grant S. Nielson
GRANT S. NIELSON, Mayor

Attest:

Dorothy Jeffery
DOROTHY JEFFERY,
City Recorder

TITLE: City Treasurer

DEPARTMENT: Treasurer's Office **DIVISION:** Administration

EFFECTIVE DATE: 9 January 1984

GRADE LEVEL: 11

JOB DESCRIPTION:

Supervise the city's collecting and disbursing, purchasing, and licensing. As the custodian of city funds, collect and receipt all utility fees, building fees, special assessments, impact fees, and property and sales tax revenues; (2) deposits timely the latter in the local bank and/or financial institution; (3) disburse city funds by endorsing checks prepared by the City Recorder. (4) prepares and monitors accounts receivable; ~~(5) redeems bonds when due.~~ (5) redeems bonds when due.

Monitors cash and funding position of the city when receipting and disbursing money to determine what amounts of money is available for investments and for what length of time. Contacts banks and savings and loan institutions for investment possibilities and current yield information. Invests cash and funds to maximize revenues with these institutions.

Manages and coordinates the purchasing functions of the city by reviewing all purchase requisitions and purchase orders for compliance with fund budgets. Reviews purchase and bid specifications with department heads. Insures compliance with relevant laws and city policies. Set up bid openings and deals with vendors and their representatives.

Supervise the operation of the cashier and assist in city licensing function. Set up water and sewer accounts. Maintain appropriate book and computer general ledgers for auditing purposes. Serve as the secretary to the Planning and Zoning Commission. Assist the City Manager in researching financial problems and budgeting schedules.

Makes recommendations as needed.

Performs other related duties as required.

SUPERVISION RECEIVED

Receives general direction and supervision from the City Manager.

SUPERVISION EXERCISED

As assigned.

Treasurer's Job Discription

Page 2

MINIMUM QUALIFICATION

Graduated from a senior high school with two (2) years additional course work in accounting and finance. Higher education requirements may be waived on a year by year basis for comparable work experience. Three years of progressively responsible experience in accounting and finance, or closely related field.

KNOWLEDGE, SKILLS, AND ABILITIES

An essential knowledge of general and public accounts, investment procedures, finance and accounting, public relations, office procedures and practices; working knowledge of basic bookkeeping policies; able to take shorthand at reasonable speed; skill in operation of typewriter, adding machine, cash register, copy machine, and billing computer; ability to establish and maintain effective relationships with the public and other employees.

RESOLUTION NO. 83-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DELTA, UTAH APPROVING AN AGREEMENT BETWEEN DELTA CITY AND INTERMOUNTAIN POWER AGENCY ENTITLED "IMPACT ALLEVIATION AGREEMENT NO. 47 BETWEEN INTERMOUNTAIN POWER AGENCY AND CITY OF DELTA, ALLEVIATION OF DIRECT IMPACTS, JULY, 1983 THROUGH COMPLETION OF CONSTRUCTION"; AUTHORIZING DELTA CITY TO BECOME A PARTY TO SAID AGREEMENT AND AUTHORIZING THE EXECUTION AND ADMINISTRATION OF SAID AGREEMENT.

BE IT RESOLVED by the City Council of the City of Delta, Utah:

1. Agreement Approved. Authorization is hereby given for Delta City to enter into and to become a party to Impact Alleviation Agreement No. 47 between Intermountain Power Agency and City of Delta, Utah to provide for alleviation of direct impacts from July 1, 1983 through completion of construction of the Intermountain Power Project, a copy of which agreement is attached to this resolution. Authorization is given for the Mayor and City Recorder, to execute and attest, respectively, said agreement in substantially the form of the proposed agreement attached hereto after the form of said agreement has been approved by the Delta City Attorney.

2. Administration. The Delta City Mayor is hereby appointed, authorized and designated to administer the agreement approved hereby, with the aid and assistance of the Delta City Administrator under the direction of the Mayor.

3. Effective Date. This resolution shall become effective immediately upon adoption. The agreement approved hereby shall become effective according to its terms after execution by each of the parties thereto.

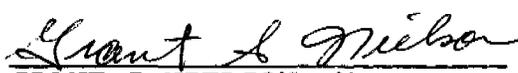
4. Severability. In the event that any provision of this resolution less than the entire resolution is held invalid by a court of competent jurisdiction, this resolution shall be deemed severable and such finding of invalidity shall not affect the remaining portions of this resolution.

5. Repeal of Conflicting Resolution. Any resolutions or policies of the City of Delta in conflict with this resolution or the agreement approved hereby are hereby repealed. All policies, procedures and programs are hereby ordered modified to conform to the provisions of this resolution and the agreement approved hereby.

ADOPTED AND APPROVED THIS 19th day of December, 1983.

Attest:


DOROTHY JEFFERY
City Recorder


GRANT S NIELSON, Mayor

COME NOW, Delta City, a municipal corporation and political subdivision of the State of Utah, and the Intermountain Power Agency (IPA), a political subdivision of the State of Utah, collectively referred to herein as "Parties" and agree as follows:

RECITALS

A. WHEREAS, IPA is constructing, within Millard County, the Intermountain Power Project (IPP), a 1522 megawatt coal-fueled electrical generating station and related facilities;

B. WHEREAS, construction and operation of IPP will create an increase in the population of Delta City, and such population increase will consist of the employees of IPP as well as contractors and subcontractors employed in the construction, operation and maintenance of IPP and their dependents who may relocate in Delta either temporarily or permanently, as well as a calculated ratio of others who will be attracted into the area as a result of IPP;

C. WHEREAS, the construction and operation of IPP will create certain socioeconomic impacts, both negative and positive, upon the existing residents of Delta;

D. WHEREAS, such population growth will create an increased need for public facilities and services;

E. WHEREAS, the Parties to this Agreement recognize the necessity of providing for, and maintaining adequate levels of, public facilities and services during construction, operation and maintenance of IPP;

F. WHEREAS, the Parties hereto additionally recognize the need to provide an environment conducive to the attraction and retention of a competent IPP workforce;

G. WHEREAS, IPA, its contractors and subcontractors shall, as a result of the construction of IPP, pay sales and use taxes which will be available to Delta;

H. WHEREAS, to the extent that sales and use taxes become paid for the construction of the Project available to Delta, the Delta City Council has determined that these revenues should be applied to specified capital projects to mitigate certain impacts;

I. WHEREAS, the Parties have worked together to identify specific needs for certain public facilities and services within Delta attributable to the construction and operation of IPP; and

J. WHEREAS, based upon the foregoing concerns, the Parties have agreed upon a process whereby the Direct Impacts of IPP can be determined and alleviated;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS. As used herein:

A. "Administrator" means the Los Angeles Department of Water and Power;

B. "Bond Proceeds" means the proceeds from bonds issued by IPA pursuant to Section 11-13-5.5, UCA 1953;

C. "Budget Item Need" means those increased needs for Public Facilities and Services which, pursuant to this Agreement, have been determined to be, in whole or in part, attributable to the construction, operation or maintenance of IPP and are not otherwise provided for by a third party;

D. "Delta" means Delta City, Utah;

E. "Direct Impacts" means that portion or percentage of a Budget Item Need which is an increase in the need for any Public Facilities or Service which is attributable to IPP, except impacts resulting from the construction or operation of any facility owned by others which is utilized to furnish fuel, construction and operation materials for use in IPP;

F. "Funding Source" means the sources of money or services or goods in kind available to Delta;

G. "Guideline" means the most recently established of the following:

i. The guidelines set forth in the schedules attached hereto; or

ii. The actual quantitative or qualitative level of service rendered by Delta as established by the Delta City Council.

A Guideline shall apply equally to the Direct Impacts and the balance of such Budget Item Needs set forth in the attached Schedules "B" and "C."

H. "Impact Alleviation Funds" means the Bond Proceeds paid pursuant to this Agreement;

I. "Mitigation Method" means the method of alleviating a Budget Item Need including the mitigation solution, the Funding Sources, the financing plan, scheduling of the mitigation solution and scheduling payments of any Bond Proceeds to Delta;

J. "Project" means the Intermountain Power Project, including, but not limited to, the generating station and the transmission system;

K. "Project Financial Responsibility" means the cost of alleviating IPP's Direct Impacts pursuant to a stated Mitigation Method;

L. "Public Facilities and Services" means those facilities and services set forth in Section 11-13-3(6), UCA 1953;

2. TERM AND DURATION OF AGREEMENT. A. This Agreement shall become effective as of July 1, 1983 upon execution by the Parties; provided, however, within 30 days of the execution of this change order #1, IPA shall pay to Delta the sum shown on Appendix 1 attached hereto and made a part hereof, which represents the Project Financial Responsibility to Delta for administrative and program costs for the fiscal year 1983-84, (July 1, 1983 - June 30, 1984); capital projects as set forth in Section 10.C. and adjustments for payments in the sum of \$109,710 previously paid to Delta for administrative and program costs for fiscal year 1983-84.

B. This Agreement shall terminate upon the occurrence of the first of the following:

i. The commencement of the fiscal year of Delta following the fiscal year of Delta in which the date of commercial operation of the last generating unit of the Project occurs;

ii. The termination of construction of the Project prior to the completion of the final unit;

iii. The imposition of an ad valorem tax directly by Delta upon the Project.

C. In the event this Agreement is terminated pursuant to Section 2(b)ii, a Mitigation Method shall remain in effect to the extent Delta has incurred, prior to such termination, any

financial liability with respect to a Direct Impact to a third party.

D. In the event Delta becomes part of a special service district which imposes ad valorem taxes on the Project and from which Delta receives services or facilities for which IPA is obligated to pay Impact Alleviation Funds under this agreement, then this agreement shall not terminate, but the Project Financial Responsibility for that Budget Item Need shall terminate at the beginning of the first fiscal year of such a district in which it is entitled to collect ad valorem taxes from the Project.

3. BUDGET PROCESS. In order for Delta to effectively prepare its annual operation and maintenance budget, the Parties shall provide information as follows:

A. On or before April 30, 1984, and the same day of each year thereafter for which this Agreement is in effect, the Administrator shall deliver to Delta the Delta Impact Population projections for the next fiscal year derived from that procedure set forth in the process for determining Delta Impact Population Projection, which process is attached hereto as Appendix 2 and made a part hereof;

B. On or before May 10, 1984, and the same day of each year thereafter for which this Agreement is in effect, Delta

shall deliver its tentative budget to the Administrator, along with the guidelines used in establishing the budget for Budget Item Needs set forth in the schedules.

C. On or before June 1, 1984, and the same day of each year thereafter for which this Agreement is in effect, the Parties shall determine the estimated amount of the Project Financial Responsibility for the next year pursuant to the Delta Impact Population projection provided pursuant to Section 3(A) and shall estimate the amount of Impact Alleviation Funds to be paid to Delta.

D. Within 20 days from the date of adoption of Delta's budget, the Parties shall determine the actual amount of Impact Alleviation Funds for the next fiscal year.

4. DIRECT IMPACTS - ADMINISTRATIVE COSTS. Attached hereto as Schedule "A" and made a part hereof are those budget item needs representing administrative costs to Delta. A Direct Impact within any such item shall be alleviated by Delta using the Mitigation Method set forth in the column so labeled in Schedule "A."

5. DIRECT IMPACTS - PROGRAM COSTS. Attached hereto as Schedule "B" and made a part hereof are those budget items representing program costs to Delta. To the extent that the Delta Impact Population creates a Direct Impact within any such item,

such Direct Impact shall be alleviated pursuant to the Mitigation Method set forth in Schedule "B."

6. DIRECT IMPACTS - CAPITAL PROJECTS. Attached hereto as Schedule "C" and made a part hereof are those budget items representing capital costs to Delta. To the extent that Delta chooses to actually provide for such capital projects and the Delta Impact Population creates a Direct Impact within any such item, such Direct Impacts shall be alleviated in accordance with the Mitigation Method set forth in Schedule "C."

7. DIRECT IMPACT - MISCELLANEOUS. Attached hereto as Schedule "D" and made a part hereof are those items which represent Direct Impacts upon Delta and which shall be alleviated by IPA in accordance with the Mitigation Method set forth in the column so labeled in Schedule "D."

8. DETERMINATION OF ADDITIONAL DIRECT IMPACTS. In the event that Delta or the Administrator identifies a potential Direct Impact which is not contained in the attached Schedules, the existence of a Direct Impact shall be determined by the Parties pursuant to Section 12 and made a part hereof pursuant to Section 19.

9. FUNDING OF DIRECT IMPACTS. IPA shall, as a means of mitigating Direct Impacts, make bond proceeds available to Delta to discharge the Project Financial Responsibility as set forth in

Schedules "A," "B," and "C." IPA shall, as a means of mitigating the Direct Impacts set forth in Schedule "D," complete the Mitigation Method for each Budget Item Need in accordance with applicable Delta City standards. Upon completion of such Mitigation Method, Delta agrees to accept dedication of said item.

10. FINANCING OF DIRECT IMPACTS. A. Any costs associated with the alleviation of Direct Impacts set forth in Schedules "A," "B" and "C" shall be financed by Impact Alleviation Funds.

B. Impact Alleviation Funds paid to Delta for fiscal year 1984-85 and for each year thereafter in which this Agreement is in effect, for the administrative costs set forth in Schedule "A" and the program costs set forth in Schedule "B" shall be paid in two equal installments payable on or before the 15th day of August and the 10th day of January.

C. Impact Alleviation Funds paid to Delta for the capital items set forth in Schedule "C" shall be paid within 30 days from the date of receipt by IPA of a copy of an executed agreement obligating Delta to a third party, or if no such agreement is required, verified notice of Delta's intent to immediately proceed with the acquisition or construction of such item; provided, however, the funds set forth on Schedule "C," lines _____ and _____ shall be paid to Delta within 30 days from the date of execution of this agreement.

D. In the event that Delta chooses not to provide for any Budget Item Need set forth in Schedules "A" and "C", IPA shall have no Project Financial Responsibility for that item and any amount advanced for that item shall be a credit against any future payments, except as provided in subsection F, hereof.

E. In the event that Delta chooses not to provide for a Budget Item Need set forth in Schedule "A" at the level set forth in Delta's budget, IPA Project Financial Responsibility for that item shall decrease proportionately to the reduced level and the amount of such proportionate reduction shall be a credit against any future payments, except as provided in subsection F hereof.

F. In the event that no further installments are due, IPA shall pay any deficit to Delta or Delta shall pay any excess to IPA, within 60 days from the delivery of a verified audit report to the Administrator.

11. IMPACT RESOLUTION. A. In resolving an issue related to an administrative or program item not listed on the Schedules or a capital project, Delta and the Administrator shall determine the following:

- i. The identification of the concern;
- ii. The guideline to be used in the evaluation of the extent of the need;

iii. If such need exists;

iv. If such need is related to the Project;

v. The Direct Impact; and

iv. The Mitigation Method for alleviating the Direct Impact.

B. Prior to any determination made pursuant to the foregoing subsection becoming effective, such determination shall be approved by the governing bodies of the Parties.

12. DISPUTE RESOLUTION. In the event that any issue set forth in Section 11 hereof, is not resolved by the Parties pursuant to the procedure set forth therein, such issue shall be resolved through hearing in accordance with Sections 11-13-29 and 11-13-30, Utah Code Annotated (1953).

13. APPLICATION OF TAXES. The sales and use taxes paid for the construction of the Project which become available to Delta in any fiscal year shall be applied only to the Budget Item Needs set out in Exhibit C, as determined by the Delta City Council.

14. TERMINATION OF OTHER AGREEMENT. Upon the execution of this Agreement, Impact Alleviation Agreement #6 shall be deemed terminated as between the Parties to this Agreement.

15. ACCOUNTING AND AUDIT. With respect to each Budget Item Need for which Revenues Attributable to the Project have been paid to Delta, Delta shall keep records of money expended, obligations incurred, and credits accrued and maintain such records for audit by IPA. Such records shall be maintained for a period of at least three (3) years after the termination of this Agreement and shall be available for IPA copying and inspection.

16. ENFORCEMENT. A. This Agreement shall be enforceable by any party hereto and the prevailing party in any judicial or administrative action shall be entitled to recover the costs of such action, including a reasonable attorney's fee.

B. Notwithstanding anything in Section 18(A) to the contrary, no injunction, restraining order or other means of prohibiting, delaying or otherwise compromising the construction or operation of the Project shall be available to any party.

17. ENTIRE AGREEMENT. This Agreement and the Schedules, Appendices and any other attachments hereto constitute the entire agreement between the Parties and the Parties agree that there exists no other understandings or agreements, either express or implied, concerning the subject matter of this Agreement.

18. AMENDMENT. This Agreement may be amended by the Parties by executing such an amendment, identifying it as an amendment hereto and attaching it to this Agreement.

19. ADMINISTRATION OF AGREEMENT. The Administrator is hereby appointed, authorized and designated to carry out the administration and responsibilities set forth in this Agreement on behalf of IPA.

20. SEVERABILITY. If any part of this Agreement is determined, by a court of competent jurisdiction, to be invalid, the Parties agree to engage in a good faith effort to fulfil the intent of this Agreement. Any portion of this Agreement found to be invalid shall not affect the validity of the remainder.

21. CONSTRUCTION OF AGREEMENT. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of Utah.

22. FORCE MAJEURE. No party shall be deemed to be in default of the terms of this Agreement when a failure to perform such terms shall be due to uncontrollable forces. As used herein, "uncontrollable forces" means any cause beyond the control of the party, including, but not limited to failure of or threat of failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority.

23. NOTICES. Except as they may be amended from time to time upon written notice to the Parties, any notice, demand, or request provided for in this Agreement shall be complete upon personal delivery or being sent by registered or certified mail, postage prepaid, to the persons specified below:

Delta City
P.O. Box 397
Delta, Utah 84624
ATTN: City Administrator

Los Angeles Department of
Water and Power
Project Manager for Intermountain
Power Project
P.O. Box 111, Room 931
Los Angeles, California 90051
ATTN: Manager of Community
Development

Either party may provide for notice to be delivered to it at an address different from that shown above by giving notice as provided in this section.

24. CREDIT ON IN LIEU TAXES. The payments made by IPA pursuant to this Agreement shall constitute the basis for a credit against any fees, payments or taxes which become payable by

IPA pursuant to Section 11-13-25, Utah Code Annotated, its successor, or any ad valorem tax or impact alleviation agreement in lieu thereof, which is levied by Delta City, or any special service district entity formed pursuant to Chapter 13, Title 11, Utah Code Annotated (1953), or any other taxing entity to which Delta City becomes a party; provided, however, that nothing contained herein shall entitle IPA to a credit for tax money received by Delta City from another taxing entity which entity has the sole power to levy the tax.

25. CONTRACT AMOUNT. The estimated expenditure under this Agreement will not exceed \$_____, which does not include adjustments for escalation, increased work force requirements from those shown in Appendix 3 attached hereto and made a part hereof, change in work force commuting patterns or distribution, or delay in the commencement of commercial operation of the final unit of the Project.

RESOLUTION NO. 83-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DELTA, UTAH APPROVING AN AGREEMENT BETWEEN DELTA CITY AND INTERMOUNTAIN POWER AGENCY ENTITLED "IMPACT ALLEVIATION AGREEMENT NO. 47 BETWEEN INTERMOUNTAIN POWER AGENCY AND CITY OF DELTA, ALLEVIATION OF DIRECT IMPACTS, JULY, 1983 THROUGH COMPLETION OF CONSTRUCTION, CHANGE ORDER NO. 1"; AUTHORIZING DELTA CITY TO BECOME A PARTY TO SAID AGREEMENT AND AUTHORIZING THE EXECUTION AND ADMINISTRATION OF SAID AGREEMENT.

BE IT RESOLVED by the City Council of the City of Delta, Utah:

1. Agreement Approved. Authorization is hereby given for Delta City to enter into and to become a party to that agreement entitled "Impact Alleviation Agreement No. 47 Between Intermountain Power Agency and City of Delta, Utah to Provide for Alleviation of Direct Impacts From July, 1983 Through Completion of Construction, Change Order No. 1", together with the Schedules and Appendices attached thereto, a copy of which agreement and the attached Schedules and Appendices are attached to this resolution. Authorization is given for the Mayor and City Recorder, to execute and attest, respectively, said agreement in substantially the form of the proposed agreement attached hereto after the form of said agreement has been approved by the Delta City Attorney.

2. Amendment of Resolution 83-101. Resolution 83-101 adopted by the Delta City Council on December 19, 1983 is hereby amended to conform to the provisions of this resolution and to provide that the agreement approved under said Resolution 83-101 should be entitled "Impact Alleviation Agreement No. 47 Between Intermountain Power Agency and the City of Delta, Alleviation of Direct Impacts July, 1983 Through Completion of Construction, Change Order No. 1" rather than "Impact Alleviation Agreement No. 47 Between Intermountain Power Agency and the City of Delta, Utah to Provide for the Alleviation of Direct Impacts From July 1, 1983 Through Completion of Construction of the Intermountain Power Project" as set out in said resolution.

3. Administration. The Delta City Mayor is hereby appointed, authorized and designated to administer the agreement approved hereby, with the aid and assistance of the Delta City Administrator under the direction of the Mayor.

4. Effective Date. This resolution shall become effective immediately upon adoption. The agreement approved hereby shall become effective according to its terms after execution by each of the parties thereto.

5. Severability. In the event that any provision of this resolution less than the entire resolution is held invalid

by a court of competent jurisdiction, this resolution shall be deemed severable and such finding of invalidity shall not affect the remaining portions of this resolution.

6. Repeal of Conflicting Resolution. Any resolutions or policies of the City of Delta in conflict with this resolution or the agreement approved hereby are hereby repealed. All policies, procedures and programs are hereby ordered modified to conform to the provisions of this resolution and the agreement approved hereby.

ADOPTED AND APPROVED THIS 21st day of December, 1983.

Grant S Nielson
GRANT S NIELSON, Mayor

Attest:

Dorothy Jeffery
DOROTHY JEFFERY,
City Recorder

IMPACT ALLEVIATION AGREEMENT

NO. 47

BETWEEN

INTERMOUNTAIN POWER AGENCY

AND

DELTA CITY

ALLEVIATION OF DIRECT IMPACTS
PARTIAL PAYMENT
1983-84 FISCAL YEAR

COME NOW, Delta City, a political subdivision of the State of Utah and the Intermountain Power Agency (IPA) a political subdivision of the State of Utah, (Parties) and agree as follows:

RECITALS

WHEREAS, IPA is constructing, within Millard County, the Intermountain Power Project (IPP), a 1522 megawatt coal-fueled electrical generating station and related facilities;

WHEREAS, population growth in Delta will create an increased need for public facilities and services (Direct Impacts);

WHEREAS, the Parties are presently working together to identify specific needs for certain public facilities and services within Delta attributable to the construction and operation of IPP and to prepare an impact alleviation agreement to provide for those direct impacts for fiscal year 1983-84 and through the completion of construction of IPP;

WHEREAS, Delta's present fiscal year commenced on July 1, 1983, and it is apparent that the amount ultimately due Delta for the alleviation of direct impacts will exceed \$109,710.00; and

WHEREAS, Delta has made request for payment of \$109,710.00 as an advanced payment against that amount ultimately determined to be owing to Delta for its present fiscal year.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. IPA shall, within 30 days from the date of execution by Delta, pay to Delta the sum of \$109,710.00 which amount shall constitute a partial payment in advance of the total amount which IPA will pay Delta for the alleviation of direct impacts for fiscal year 1983-84.

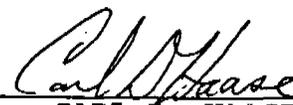
2. The amount paid pursuant to this agreement shall be deducted from the amount ultimately determined to be payable to Delta for the alleviation of all of the direct impacts during fiscal year 1983-84 and such payment shall be subject to all terms and conditions that will apply to the balance of such payment.

3. The maximum amount payable pursuant to this Agreement is \$109,710.00.

APPROVED AS TO FORM:


STEVEN W. ALLRED
Attorney for IPA

This Agreement has been reviewed and is recommended for execution.


CARL D. HAASE
Manager of Community
Development

In accordance with the authority granted the Project Manager by the IPP Coordinating Committee and the IPA Board of Directors, I hereby execute this Agreement.

Dated this 3 day of
November, 1983


JAMES H. ANTHONY
PROJECT DIRECTOR, IPP

DELTA CITY

Dated this _____ day of
November, 1983

By 
GRANT NIELSON
MAYOR

ATTEST:


CITY RECORDER

IMPACT ALLEVIATION AGREEMENT

NO. 47

BETWEEN

INTERMOUNTAIN POWER AGENCY

AND

CITY OF DELTA

ALLEVIATION OF DIRECT IMPACTS

July 1983

THROUGH

COMPLETION OF CONSTRUCTION

CHANGE ORDER NO. 1

COME NOW, Delta City, a municipal corporation and a political subdivision of the State of Utah and the Intermountain Power Agency (IPA), a political subdivision of the State of Utah, collectively referred to herein as "Parties" and agree as follows:

RECITALS

A. WHEREAS, IPA is constructing, within Millard County, the Intermountain Power Project (IPP), a 1522 megawatt coal-fueled electrical generating station and related facilities;

B. WHEREAS, construction and operation of IPP will create an increase in the population of Delta City, and such population increase will consist of the employees of IPP as well as contractors and subcontractors employed in the construction, operation and maintenance of IPP and their dependents who may relocate in Delta either temporarily or permanently, as well as a calculated ratio of others who will be attracted into the area as a result of IPP;

C. WHEREAS, the construction and operation of IPP will create certain socioeconomic impacts, both negative and positive, upon the existing residents of Delta;

D. WHEREAS, such population growth will create an increased need for public facilities and services;

E. WHEREAS, the Parties to this Agreement recognize the necessity of providing for, and maintaining adequate levels of, public facilities and services during construction, operation and maintenance of IPP;

F. WHEREAS, the Parties hereto additionally recognize the need to provide an environment conducive to the attraction and retention of a competent IPP work force;

G. WHEREAS, IPA, its contractors and subcontractors shall, as a result of the construction of IPP, pay sales and use taxes which may be available to Delta;

H. WHEREAS, to the extent that sales and use taxes paid on the construction of the Project become available to Delta, the Delta City Council has determined that these revenues should be applied to specific capitol projects to mitigate certain impacts;

I. WHEREAS, the Parties have worked together since 1979 to identify specific needs for certain public facilities and services within Delta attributable to the construction and operation of IPP; and

J. WHEREAS, based upon the foregoing concerns, the Parties have agreed upon a process whereby the Direct Impacts of IPP can be determined and alleviated.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS. As used herein:

A. "Administrator" means the Los Angeles Department of Water and Power;

B. "Bond Proceeds" means the proceeds from bonds issued by IPA pursuant to Section 11-13-5.5, Utah Code Annotated (UCA) 1953;

C. "Budget Item Need" means those increased needs for Public Facilities and Services which, pursuant to this Agreement, have been determined to be, in whole or in part, attributable to the construction, operation and maintenance of IPP, and are not otherwise provided for by a third party;

D. "Delta" means, Delta City, Utah;

E. "Direct Impacts" means that portion or percentage of a Budget Item Need which is an increase in the need for any Public Facilities or Services which is attributable to IPP, except impacts resulting from the construction or operation of any facility owned by others which is utilized to furnish fuel, construction or operation materials for use in IPP;

F. "Funding Source" means the sources of money or services or goods in kind available to Delta;

G. "Guideline" means the most recently established of the following:

- i. The guidelines set forth in the Schedules attached hereto; or
- ii. The actual quantitative or qualitative level of service rendered by Delta as established by the Delta City Council.

A Guideline shall apply equally to the Direct Impacts and the balance of such Budget Item Need set forth in the attached Schedules B & C.

H. "Impact Alleviation Funds" means the Bond Proceeds paid pursuant to this Agreement;

I. "Mitigation Method" means the method of alleviating a Budget Item Need including the Mitigation Solution, the Funding Sources, the financing plan, scheduling of the mitigation solution and scheduling of payments of any Bond Proceeds to Delta;

J. "Mitigation Solution" means the application of resources as agreed between the Parties for the mitigation of Direct Impacts.

K. "Project" means the Intermountain Power Project, including, but not limited to, the generating station and the transmission system;

L. "Project Financial Responsibility" means the cost of alleviating IPP's Direct Impacts pursuant to a stated Mitigation Method;

M. "Public Facilities and Services" means those facilities and services set forth in Section 11-13-3(6), UCA 1953;

2. TERM AND DURATION OF AGREEMENT.

A. This Agreement shall become effective as of July 1, 1983, upon execution by the Parties; provided, however, within 30 days of the execution of this Change Order No. 1, IPA shall pay Delta the sum shown on Appendix 1 attached hereto and made a part hereof, which represents the Project Financial Responsibility to Delta for: 1) administrative and program cost for fiscal year 1983-84 (July 1, 1983 through June 30, 1984); 2) capital projects as set forth in Section 10 (C) and 3) adjustments for payments previously paid to Delta for administrative and program cost for fiscal year 1983-84.

B. This Agreement shall terminate upon the occurrence of the first of the following:

i. The commencement of the fiscal year of Delta following the fiscal year of Delta in which the date of commercial operation of the last generating unit of the Project occurs;

ii. The termination of construction of the Project prior to the completion of the final unit; or

iii. The imposition of an ad valorem tax directly by Delta upon the Project.

C. In the event this Agreement is terminated pursuant to Section 2(B)ii, a Mitigation Method shall remain in effect to the extent Delta has incurred, prior to such termination, any financial liability with respect to a Direct Impact to a third party.

D. In the event Delta becomes part of a special service district which imposes ad valorem taxes on the Project and from which Delta receives services or facilities for which IPA is obligated to pay Impact Alleviation Funds under this agreement, the Project Financial Responsibility for that Budget Item

Need shall terminate at the beginning of the first fiscal year of such a district in which it is entitled to collect ad valorem taxes from the Project.

3. BUDGET PROCESS. In order for Delta to effectively prepare its annual operation and maintenance budget, the Parties shall provide information as follows:

A. On or before April 30, 1984, and the same day of each year thereafter for which this Agreement is in effect, the Administrator shall deliver to the Delta, the Delta Impact Population Projection for the next fiscal year derived from that procedure set forth in the Process for Determining Delta Impact Population Projection, which Process is attached hereto as Appendix 2 and made a part hereof;

B. On or before May 10, 1984, and the same day of each year thereafter for which this Agreement is in effect, Delta shall deliver its tentative budget to the Administrator along with the guidelines used in establishing the budget for the Budget Item Needs set forth in the Schedules.

C. On or before June 1, 1984, and the same day of each year thereafter for which this Agreement is in effect, the Parties shall determine the estimated amount of Project Financial Responsibility for the next year pursuant to the Delta Impact Population Projection provided pursuant to Section 3(A) and shall estimate the amount of Impact Alleviation Funds to be paid to Delta.

D. Within 20 days from the date of the adoption of Delta's budget, the Parties shall determine the actual amount of Impact Alleviation Funds for the next fiscal year.

4. DIRECT IMPACTS - ADMINISTRATIVE COSTS. Attached hereto as Schedule A and made a part hereof are those budget items representing administrative costs to Delta. A Direct Impact within any such item shall be alleviated by Delta using the Mitigation Method set forth in the column so labeled in Schedule A.

5. DIRECT IMPACTS - PROGRAM COSTS. Attached hereto as Schedule B and made a part hereof are those budget items representing program costs to Delta. To the extent that the Delta Impact Population creates a Direct Impact within any such item, such Direct Impact shall be alleviated pursuant to the Mitigation Method set forth in Schedule B.

6. DIRECT IMPACTS - CAPITAL PROJECTS. Attached hereto as Schedule C and made a part hereof are those budget items representing capital costs to Delta. To the extent that Delta chooses to actually provide for such capital projects and the Delta Impact Population creates a Direct Impact within any such item, such Direct Impacts shall be alleviated in accordance with the the Mitigation Method set forth in Schedule C.

7. DIRECT IMPACTS - MISCELLANEOUS. Attached hereto as Schedule D and made a part hereof are those items which represent Direct Impacts upon Delta and which shall be alleviated by IPA in accordance with the Mitigation Method set forth in the column so labeled in Schedule D.

8. DETERMINATION OF ADDITIONAL DIRECT IMPACTS. In the event that Delta or the Administrator identifies a potential Direct Impact which is not contained in the attached Schedules, the existence of a Direct Impact shall be determined by the Parties pursuant to Section 11 and made a part hereof pursuant to Section 18, hereof.

9. FUNDING OF DIRECTS~~IMPACTS~~ IMPACTS. IPA shall, as a means of mitigating Direct Impacts, make Bond Proceeds available to Delta to discharge the Project Financial Responsibility as set forth in Schedules A, B, and C. IPA shall, as a means of mitigating the Direct Impacts as set forth in Schedule D, complete the Mitigation Method for each Budget Item Need in accordance with applicable Delta standards. Upon completion of such Mitigation Method, Delta agrees to accept dedication of said item.

10. FINANCING OF DIRECT IMPACTS.

A. Any costs associated with the alleviation of Direct Impacts set

forth in Schedules A, B, and C shall be financed by Impact Alleviation Funds.

B. Impact Alleviation Funds paid to the Delta for fiscal year 1984-85 and for each fiscal year thereafter in which this Agreement is in effect, for the administrative costs set forth in Schedule A and the program costs set forth in Schedule B shall be paid in two equal installments payable on or before the 15th day of August and the 10th day of January.

C. Impact Alleviation Funds paid to Delta for the capital items set forth in Schedule C shall be paid within 30 days from the date of receipt by IPA of a copy of an executed agreement obligating Delta to a third, or if no such agreement is required, verified notice of Delta's intent to immediately proceed with the acquisition or construction of such item; provided, however, the funds set forth on Schedule C lines 2 and 3 shall be paid to Delta within 30 days from the date of execution of this Change Order No. 1.

D. In the event that Delta chooses not to provide for any Budget Item need set forth in Schedule A, IPA shall have no Project Financial Responsibility for that item and any amount advanced for that item shall be a credit against any future payments, except as provided in Section 10(F), hereof.

E. In the event that Delta chooses not to provide for a Budget Item Need set forth in Schedule A at the level set forth in Delta's budget, IPA's Project Financial Responsibility for that item shall be decreased proportionately to the reduced level and the amount of such proportionate reduction shall be a credit against any future payments, except as provided in Section 10(F), hereof.

F. In the event that no further installment is due, IPA shall pay any deficit to Delta or Delta shall pay any excess to IPA, within 60 days from delivery of the verified audit report to the Administrator.

11. IMPACT RESOLUTION.

A. In resolving an issue related to an administrative or program item

not listed on the Schedules or a capital project, Delta and the Administrator shall determine the following (Issue):

- i. The identification of the concern;
- ii. The guidelines to be used in the evaluation of the extent of the need;
- iii. If such need exists;
- iv. If such need is attributable to the Project;
- v. The Direct Impact; and
- vi. The Mitigation Method for alleviating the Direct Impact.

B. Prior to any determination made pursuant to the foregoing subsection becoming effective, such determination shall be approved by the governing bodies of the Parties.

12. DISPUTE RESOLUTION. In the event that the Issue set forth in Section 11, hereof, is not resolved by the Parties pursuant to the procedure set forth therein, such issue shall be resolved through hearing in accordance with Sections 11-13-29 and 11-13-30, UCA 1953.

13. APPLICATION OF TAXES. The sales and use taxes paid on the construction of the Project which become available to Delta in any fiscal year shall be applied only to the Budget Item Needs set forth in Schedule C as determined by the Delta City Council.

14. TERMINATION OF OTHER AGREEMENT. Upon the execution of this Agreement, Impact Alleviation Agreement No. 6 shall be deemed terminated as between the Parties to this Agreement.

15. ACCOUNTING AND AUDIT. With respect to each Budget Item Need for which Impact Alleviation Funds have been paid to Delta, Delta shall keep

records of money expended, obligations incurred, and credits accrued and maintain such records for audit by IPA. Such records shall be maintained for a period of at least three (3) years after the termination of this Agreement and available for IPA copying and inspection.

16. ENFORCEMENT.

A. This Agreement shall be enforceable by either party hereto and the prevailing party in any judicial or administrative action shall be entitled to recover the costs of such action, including a reasonable attorney's fee.

B. Notwithstanding anything in Section 16(A) to the contrary, no injunction, restraining order or other means of prohibiting, delaying or otherwise compromising the construction or operation of the Project shall be available to any party.

17. ENTIRE AGREEMENT. This Agreement, including the Schedules, Appendices and any other attachments hereto, constitute the entire agreement between the Parties and is intended to be consistent with applicable law and the Parties agree that there exist no other understandings or agreements, either express or implied, concerning the subject matter of this Agreement.

18. AMENDMENT. This Agreement may be amended in writing by the Parties by executing such amendment, identifying it as an amendment hereto and attaching it to this Agreement.

19. ADMINISTRATION OF AGREEMENT. The Administrator is hereby appointed, authorized and designated to carry out the administration and responsibilities set forth in this Agreement on behalf of IPA.

20. SEVERABILITY. If any part of this Agreement is determined, by a court of competent jurisdiction, to be invalid, the Parties agree to engage in a good faith effort to fulfill the intent of this Agreement. Any portion of this Agreement found to be invalid shall not affect the validity of the remainder.

21. CONSTRUCTION OF AGREEMENT. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of Utah.

22. FORCE MAJEURE. No party shall be deemed to be in default of the terms of this Agreement when a failure to perform such terms shall be due to uncontrollable forces. As used herein, "uncontrollable forces" means any cause beyond the control of the party, including, but not limited to failure of or threat of failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or non action by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority.

23. NOTICES. Except as they may be revised from time to time upon written notice to the Parties, any notice, demand, or request provided for in this Agreement shall be complete upon personal delivery or being sent by registered or certified mail, postage prepaid, to the persons specified below:

Delta City
309 W. Main/P. O. Box 397
Delta, Utah 84624

Attention City Administrator

Los Angeles Department of Water and Power
Project Manager for Intermountain Power Project
P. O. Box 111, Room 931
Los Angeles, California 90051

Attention Manager of Community Development

24. CREDIT FOR IN LIEU TAXES. The payments made by IPA pursuant to this agreement shall constitute the basis for a credit against any fees,

payments of taxes which become payable by IPA pursuant to Section 11-13-25, UCA 1953, its successor, or ad valorem tax or impact alleviation agreement in lieu thereof, which is levied by Delta, or any special service district, or any entity formed pursuant to Chapter 13, Title 11, UCA, 1953, or any other taxing entity to which Delta becomes a party; provided however, that nothing contained herein shall entitle IPA to a credit for tax money received by Delta from another taxing entity which entity has the sole power to levy the tax.

24. MAXIMUM CONTRACT AMOUNT. The estimated expenditure under this Agreement is \$4,600,000 which does not include adjustments for escalation, increased work force requirements from those shown in Appendix 3 attached hereto and made a part hereof, change in work force commuting patterns or distribution, or delay in the commencement of commercial operation of the final unit of the Project.

IMPACT ALLEVIATION AGREEMENT NO. 47

SCHEDULE A - ADMINISTRATIVE COSTS

BUDGET ITEM NEED	DIRECT IMPACT (1)	MITIGATION METHOD	PROJECT'S FINANCIAL RESPONSIBILITY (\$/YR) (2)
1. CITY COUNCIL	Additional meetings per month increased travel and expenses to keep up with the issues related to growth in Delta	Provide a portion of the City Council O&M budget based on 42% of 1983-84 FY	8920 Salaries/Benefits 3045 Operating Expenses 630 Capital Expenses ----- 12495
2. CITY ADMINISTRATOR	One full-time administrator for 1983-84 & 1984-85 FY	Provide one (1) full-time administrator beginning July 1983 through June 1985	37412 Salaries/Benefits 3700 Operating Expenses 250 Capital Expenses ----- 41362 (Thru June 1985)
3. CITY HALL A. CLERK	One-half (1/2) full-time clerk typist	Provide one-half (1/2) full-time administrator beginning July 1985 through remainder of Agreement as necessary and as provided for in O&M budget	18706 Salaries/Benefits 1850 Operating Expenses 125 Capital Expenses ----- 20681 (Starting July 1985)
B. JANITOR	One-half (1/2) part-time janitor	Provide one-half (1/2) full-time clerk typist as required and as provided for in O&M budget	\$7,913 Salaries/Benefits
		Provide one-half (1/2) part-time janitor	\$1,500 Salaries/Benefits

PROJECT'S FINANCIAL
RESPONSIBILITY (\$/YR) (2)

0.5(City Hall) 'Operating Expenses' Budget Line Item

BUDGET ITEM NEED	DIRECT IMPACT (1)	MITIGATION METHOD
C. OPERATING EXPENSES	50% of the operating expenses of City Hall including the library. Share related to Project's direct impact on need for new facility	Provide 50% of the following City Hall annual budget line items: Code Expenditure Description
		24 Office Expense & Supplies
		25 Equip.-Supplies & Maintenance
		26 Bldg & Grounds-Supp & Maint
		27 Utilities
		28 Telephone
		33 Education
		46 Lease Rental (excl computer)
		51 Insurance
		61 Misc Supplies
D. COMPUTER O&M	Increased computer capacity	Lease and/or rent computer software & hardware as required and as provided for in O&M budget starting Jan 1984
4. JUDICIAL	One-half (1/2) part-time Justice of the Peace	Provide one-half (1/2) part-time Justice of the Peace as necessary and as provided for in O&M budget
		3075 Salaries/Benefits
		725 Operating Expenses
		500 Capital Expenses

		4300
5. CITY ATTORNEY	0.74(City Attorney)	Contract for city attorney as necessary and as provided for in O&M budget
		4884 Salaries/Benefits
		20631 Operating Expenses

		25715

\$5,000 (Starting Jan 1984)

PROJECT'S FINANCIAL
RESPONSIBILITY (\$/YR) (2)

BUDGET ITEM NEED	DIRECT IMPACT (1)	MITIGATION METHOD	PROJECT'S FINANCIAL RESPONSIBILITY (\$/YR) (2)
6. STREET MAINTENANCE	Increased street maintenance due to White Sage Development	Provide increased street maintenance as required and as provided for in DM budget-Project's responsibility negotiated at \$20,000/yr to include labor, material and equipment. Does not provide for any new capital expenditures.	\$20,000 Labor & Materials
7. ENGINEERING			
A. REVIEW FEES	Increased engineering review services for new subdivisions, municipal services extension, etc. Caused by new housing development, including White Sage Development-1983-84 & 1984-85 FY only	Provide contract engineer for increased review services as required and as provided for in DM budget	\$3,000 Review Services (thru Jun 1985)
B. RETAINER FEE	50% of Engineering Retainer Fee	Provide in contract with Engineer an annual retainer fee not to exceed \$2,400	\$1,200
B. RECREATION			
A. DIRECTOR	One (1) full-time recreational director	Provide one (1) recreational director plus \$1,570 for operating expenses as required and as provided for in DM budget starting July 1983	\$27,930 Salaries/Benefits 1570 Operating Expenses ----- 29500
B. SECRETARIAL ASSISTANCE	Part-time secretarial assistance for recreational director	Provide part-time receptionist/secretary to answer phones, etc. as required and as provided for in DM budget starting Dec 1983	\$5,000 (Starting Dec 1983)

BUDGET ITEM NEED	DIRECT IMPACT (1)	MITIGATION METHOD	PROJECT'S FINANCIAL RESPONSIBILITY (\$/YR) (2)
9. PARK & PARK AREAS- MAINTENANCE	80% of the Park & Park Areas annual budget for salaries, benefits and operating expenses	Provide necessary labor & materials to maintain and operate all City parks & park areas including Delta Regional Park & White Sage Neighborhood Park as required and as provided for in O&M budget such that the parks are well maintained and usable starting July 1984.	0.8 (Parks & Parks Areas annual budget) to include: 1) Salaries/Benefits 2) Operating Expenses (3) 3) Credit for revenues generated by park usage Starting July 1984
10. WATER DEPT-BACK HOE	50% of lease/purchase of backhoe	Provide \$4,000/yr. until lease/purchase agreement for new backhoe is completed on May 1, 1985	\$4,000 (thru May 1, 1985)
11. SOLID WASTE DISPOSAL	50% increase in use of City's solid waste facilities during construction of new housing, including White Sage Dev	Provide 3% of the cost to maintain the solid waste disposal site for 1983-84 & 1984-85 only	\$6,000 (through June 1985)

FOOTNOTES:

1. THE CITY RESERVES THE RIGHT TO REDUCE THE LEVEL OF SERVICE TO ALLEVIATE THE DIRECT IMPACT WITHOUT PRIOR AUTHORIZATION FROM IPA BUT SHALL NOT INCREASE THE LEVEL OF SERVICE WITHOUT AMENDMENT TO THIS AGREEMENT.
2. IF THE CITY COUNCIL ADOPTS A UNIFORM INCREASE OR DECREASE IN THE SALARIES FOR ALL CITY EMPLOYEES, THE ANNUAL COSTS ASSOCIATED WITH THE IDENTIFIED IMPACTS IN SCHEDULE A WILL BE ADJUSTED ACCORDINGLY. THE PERCENTAGE INCREASE OR DECREASE IN THE PROJECT'S FINANCIAL RESPONSIBILITY IN ANY GIVEN YEAR SHALL NOT EXCEED THE U.S. DEPARTMENT OF LABOR NATIONAL CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-U) FOR THE PRECEDING 12 MONTH PERIOD. THE ANNUAL CPI-U PERCENTAGE CHANGE WILL BE REVIEWED EVERY APRIL STARTING IN APRIL 1984.
3. PARK & PARK AREAS OPERATING EXPENSES INCLUDES UTILITIES ONLY TO THE EXTENT THAT DELTA HAS INCURRED ANY FINANCIAL LIABILITY TO A THIRD PARTY (UTAH POWER & LIGHT).

SCHEDULE B - PROGRAMMATIC COSTS

BUDGET ITEM NEED	GUIDELINE	DIRECT IMPACT (1)	MITIGATION METHOD	PROJECT'S FINANCIAL RESPONSIBILITY (\$/YR) (2)
1. POLICE	1 patrol officer/500 pop	IPP Delta Impact Pop x guideline	Provide increased police officers as required and as provided for in OMI budget	(IPP Delta Impact Pop) (Police budget-items) (Delta Baseline Pop + IPP Delta Impact Pop)

FOOTNOTES

1. IPP DELTA IMPACT POPULATION IS DETERMINED IN ACCORDANCE WITH SECTION 3 AND APPENDIX 2.
2. PROJECT'S FINANCIAL RESPONSIBILITY INCLUDES FUNDING A PERCENTAGE OF THE FOLLOWING ANNUAL POLICE BUDGET ITEMS:

CODE DESCRIPTION OF POLICE BUDGET ITEM

- 11 Regular Salary
- 12 Extra Help
- 13 Employee Benefits
- 14 Uniform Allowance
- 21 Books, Subscriptions & Memberships
- 23 Travel
- 24 Office Expense & Supplies
- 25 Equipment-Supplies & Maintenance
- 28 Telephone
- 29 Fuel
- 33 Education
- 36 Conference & Training
- 37 Professional Fees
- 42 Special Highway Projects
- 45 Special Public Safety Supplies
- 51 Insurance
- 61 Miscellaneous Supplies
- 62 Miscellaneous Services

MITIGATION BEING

PROJECT'S FINANCIAL RESPONSIBILITY

SOLUTION

FUNDING

DIRECT IMPACT

GUIDELINE

BUDGET ITEM NEED

BUDGET ITEM NEED	GUIDELINE	DIRECT IMPACT	SOLUTION	FUNDING	PROJECT'S FINANCIAL RESPONSIBILITY
6. POLICE DEPT A. COMPUTER HARDWARE & PACKAGE SOFTWARE	Negotiated	Need to track increased police information & citations	Purchase computer hardware & software-IPA provides 50% of the funding to match Delta's share (Estimated cost-\$15,000)	1. Impact Alleviation Funds 2. Delta General Fund	Not to exceed \$7,500
B. RADAR SPEED GUNS	Negotiated	Need to control increased traffic in Delta	Purchase (2) two radar speed guns-IPA provides 50% of the funding to match Delta's 50% share (Estimated cost-\$7,600)	1. Impact Alleviation Funds 2. Delta General Fund	Not to exceed \$1,800
C. VIDEO EQUIPMENT	Negotiated	Need to use video equipment for training additional officers	Purchase video equipment-IPA provides 50% of the funding to match Delta's 50% share (Estimated cost-\$1,500)	1. Impact Alleviation Funds 2. Delta General Fund	Not to exceed \$1,750
D. MULTI-PURPOSE VAN	Negotiated	Van needed to investigate increased crime activities/help support tactical and crime prevention activities	Purchase multi-purpose van - IPA provides 50% of the funding to match Delta's 50% share (Estimated cost-\$15,000)	1. Impact Alleviation Funds 2. Delta General Fund	Not to exceed \$7,500
E. OUTDOOR FIRING RANGE	Negotiated	Need to train increased police force	Construct outdoor firing range IPA provides 50% of the funding to match Delta's 50% share (Estimated cost-\$2,232)	1. Impact Alleviation Funds 2. Delta General Fund	Not to exceed \$1,116

MITIGATION METHOD

BUDGET ITEM NEED	GUIDELINE	DIRECT IMPACT	SOLUTION	FUNDING	PROJECT'S FINANCIAL RESPONSIBILITY
~F. POLICE LAB	Negotiated.	Needed for police investigations	Provide police lab IPA funding share - 42% Delta funding share - 58% (Estimated cost-\$30,000)	1. Impact Alleviation Funds 2. Delta General Fund	Not to exceed \$12,600
6. STARTUP COSTS (I)					
~1. Uniforms, equipment & guns	Negotiated based upon 1 officer/500	Increased police services required due to IPP related population	Provide uniforms, equipment & guns for IPP related officer	1. Impact Alleviation Funds	\$1,400/officer
~2. Patrol cars	1 car/officer		Provide police car for new IPP related officers	1. Impact Alleviation Funds	\$16,000/patrol car
~7. PARKS & PARK AREAS- MAINTENANCE EQUIPMENT	Negotiated	See Appendix 4	Provide park equipment in accordance to Appendix 4	1. Impact Alleviation Funds	\$17,500
~8. CITY HALL FURNISHINGS	50% of cost of furnishing new municipal bldg	Provide furniture for new municipal building	1) Delta to conduct equipment study to determine actual needs 2) Delta & Project to split needs on 50-50 basis; and 3) Both Delta & Project shall be able to provide actual furniture in lieu of money pending mutual agreement of both parties	1. Impact Alleviation Funds 2. Delta General Fund 3. Furniture in lieu of monetary payment	Not to exceed \$43,060

FOOTNOTE

1. STARTUP COSTS- FORMULA TO APPLY TO IPP RELATED POLICE OFFICERS ONLY HIRED AFTER JULY 1, 1983.
- IPP RELATED POLICE OFFICERS = [(TOTAL NO. OF DELTA POLICE OFFICERS)(IPP DELTA IMPACT POP)] - 3
- (DELTA BASELINE POP + DELTA IMPACT POP)

SCHEDULE B - CAPITAL NEEDS PROVIDED BY IFA

BUDGET ITEM NEED	GUIDELINE	DIRECT IMPACT	MITIGATION METHOD	PROJECT'S FINANCIAL RESPONSIBILITY
1. IMPROVEMENTS TO ROAD EAST OF STOCKHANS	Negotiated	Increased traffic requiring paved surface	IFA to construct 25 ft wide, 4" overlay oil based road. No curb, gutter or sidewalk. (approx 350 East/Center to 350 North)	\$35,000
2. PUBLIC ACCESS	Negotiated	Safe access to schools for school age children	A. IFA to install 3 ft wide sidewalk from White Sage Development to Delta along Highway 135 B. Install sidewalk from Rex Bay Mobile Home Park to 350 East along power pole line on existing right-of-way (address 450 North/500 North)	\$7,000
3. WHITE SAGE REGIONAL/NEIGHBORHOOD PARK IMPROVEMENTS	Negotiated	Additional facility recreational facilities needed	Ownership of park to be turned over to Delta upon completion, including ball diamonds, tennis, volleyball and basketball courts, picnic areas and a recreation center. Ownership of park to be turned over to Delta upon completion.	\$285,000 Electrical/Telephone 270,000 Total Park Improvements 425,000 Landscaping 44,000 Playground equipment 44,000 Furniture 457,000 Site Improvements \$1,545,000 Total Park Improvements

SUBJECT ITEM NEED

4. DRAINAGE CANAL, CULVERTS
REPLACEMENTS & IMPROVEMENTS

GUIDELINE

Negotiated

DIRECT IMPACT

Discharge of additional storm
runoff due to White Sage
Development

MITIGATION METHOD

IPA to replace existing
culverts with larger sizes to
handle additional flow

PROJECT'S FINANCIAL
RESPONSIBILITY

\$100,000

5. CITY HALL-TELEPHONE SYSTEM

50% of tele-
phone system

New telephone system for the new
municipal building

- 1) IFA to donate "as is" existing
telephone system presently in
use at Delta-IFA office
- 2) Delta to provide all labor &
materials to remove and install
telephone system in new
municipal building as well as
providing new extensions
(Estimated cost-\$18,000)

\$9,000

APPENDIX 1
 PAYMENTS FOR DIRECT IMPACTS DUE WITHIN 30 DAYS OF
 EXECUTION OF CHANGE ORDER NO. 1

1983-84 Direct Impacts - Administrative Costs

1.	City Council	12,495
2.	City Administrator	41,362
3.	City Hall	
	A. Clerk	7,913
	B. Janitor	1,500
	C. Operating Expenses (.5 x 35,400)	17,700
	D. Computer O&M (.5 x 5000)	2,500 (½ year)
4.	Judicial	4,300
5.	City Attorney	25,715
6.	Street Maintenance	20,000
7.	Engineering	
	A. Review Fees	3,000
	B. Retainer Fee	1,200
8.	Recreation	
	A. Director	29,500
	B. Secretarial Assistance (.583 x 5000)	2,917 (starts Dec. 83)
9.	Parks and Park Areas Maintenance	0 (starts July 84)
10.	Water Department - Back Hoe	4,000
11.	Solid Waste Disposal	<u>6,000</u>
	Subtotal	180,102

1983-84 Direct Impacts - Programmatic Costs

1.	Police <u>2366</u>	
	4501 (274,212)	<u>144,143</u>

Subtotal 144,143

Total Operating Cost 324,245

Total Operating Cost 324,245

Less Payment Made To Date 109,710

Balance Due for O&M 1983-84 214,535

Capital Items - Section 10 (C)

2. Streets Department - Tar Pot 7,100

3. Improvements to Streets 500,000

Total Capital 507,100

TOTAL DUE WITHIN 30 DAYS OF EXECUTION 721,635

APPENDIX 2
PROCESS FOR DETERMINING
DELTA IMPACT POPULATION PROJECTION

On or about March 30 of each year, the Administrator shall make and issue a Delta Impact Population Projection for the upcoming fiscal year (July 1 through June 30). The process used to determine the Delta Impact Population Projection will utilize a combination of past monitoring data, projections made by IPA's various contractors and extrapolation of this data by the Administrator. The process used will be as follows:

1. Each year the Administrator will estimate the projected monthly average work force by quarters for the next fiscal year. This estimate will be derived from work force projections made on awarded contracts by each of the contractors as well as estimates for contracts not awarded by the Project's Engineer and Contract Administrator. These estimates will be detailed for both construction and operation and the estimates will be transferred to the appropriate input lines on Tables A-1, A-2 and A-4.
2. The commuting pattern of the workers will be estimated based upon an extrapolation of the past monitoring commuting data by crafts and the projected work force by crafts. The percentage of workers commuting in the various categories will be derived independently for the construction worker and the operator and will be transferred to the appropriate input lines on Tables A-2 and A-4. Also, the estimated relocation pattern for the various workers that will be derived based upon the extrapolation of previous monitoring data will be transferred to Tables A-2 and A-4.
3. Based on the data from Tables A-2 and A-4 which will be transferred to Tables A-3 and A-5, the Project Impact Population Projections will be determined. The factors used to determine the family size and net new support workers may be modified each year after the review and analysis of IPA's annual census, but only with the mutual consent of both Delta City and the Administrator. There shall not be any changes made to the various weighting factors throughout the term of the Agreement.

4. The Delta Impact Population projections will be transmitted to Delta City on or before November 1, each year and shall be the basis for determination of the Project's Project Direct Cost shown on Schedule B for the next fiscal year.
5. Delta City's baseline population required to determine the Project's Program Direct Cost shown on Schedule B will be estimated by the Administrator based on data collected as part of IPA's monitoring program and reviewed with appropriate state officials.

TABLE A-1
 IPP DELTA IMPACT POPULATION
 SUMMARY

1. Fiscal Year _____			
2. Estimated Quarterly Average Work Force	<u>CONSTRUCTION</u>	<u>OPERATION & MAINTENANCE</u>	<u>TOTAL</u>
July - Sept.	_____	_____	_____
Oct. - Dec.	_____	_____	_____
Jan. - March	_____	_____	_____
April - June	_____	_____	_____
3. Projected Delta Impact Population - To be used in accordance with Schedule B			
Construction -			
Living in Delta - Table A-3.	_____	_____	_____
Remaining "West" Millard County Table A-3	_____	_____	_____
Total Construction	_____	_____	_____
Operation -			
Living in Delta - Table A-5	_____	_____	_____
Remaining "West" Millard County Table A-5	_____	_____	_____
Total Operation	_____	_____	_____
Total Delta Impact Population	_____	_____	_____

10/10/70

Fiscal Year _____

TABLE A-2
 IPP ESTIMATED CONSTRUCTION WORKER DISTRIBUTION
 CONSTRUCTION WORK FORCE

Estimated Number of Construction Workers From Table A-1

July - Sept.	-	_____
Oct. - Dec.	-	_____
Jan. - Mar.	-	_____
Apr. - June	-	_____
Total	=	_____

Quarterly Average No. of Total Workers = _____ / 4 = _____

Percentage of Worker(1)	Quarterly Average Workers (2)	by Commuting of Total Workers	No. of Workers Type of Place of Residence (2)	
			Pattern	Millard County* Juab County
Locals	_____	X	_____	X 75% = _____
Local Impact	_____	X	_____	X 75% = _____
Dailies	_____	X	_____	X 0% = _____
Weeklies	_____	X	_____	X 98% = _____
Relocatees	_____	X	_____	X 92% = _____

* Transfer these numbers to next sheet

Fiscal Year _____

TABLE A-3 (continued)
 IPP PROJECTED DELTA IMPACT POPULATION
 CONSTRUCTION WORK FORCE

LIVING IN "WEST" MILLARD COUNTY-NOT IN DELTA

Workers By Commuting Pattern(1,2)	A	B	C	D	E	F
Locals		0	0	0	0	0
Local Impact		2.4	0.4	0.34	0.4	
Dailies		1.0	0	0	0	0
Weeklies		1.0	0.4	0	0	
Relocatees		2.4	0.4	0.34	0.4	
Projected Delta Impact Population - Construction Living in "West" Millard-Not in Delta						

Notes:

1. For definition of terms, see Table A-6.
2. From Table A-2 - Column tabled "Place of Residence - Remaining "West" Millard County.
3. Family size multiplier to be adjusted annually based upon result of monitoring reports.
4. Total Project Impact Population = (A X B X C) + (A X D X E)

Fiscal Year _____

TABLE A-2 (continued)

Type of Worker(1)	No. of Workers by Commuting Pattern-		Delta City		Remaining "West" Millard County	
	Millard County	% Dist	% Dist	No. of Wrks	% Dist	No. of Wrks
Locals	_____	_____	_____	_____	_____	_____
Local Impact	_____	_____	_____	_____	_____	_____
Dailies	_____	_____	_____	_____	_____	_____
Weeklies	_____	_____	_____	_____	_____	_____
Relocatees	_____	_____	_____	_____	_____	_____

1. For Definition Of Terms - See Table A-6.
2. Multipliers to be adjusted annually based upon results of monitoring reports.

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Fiscal Year _____

TABLE A-3

IPP PROJECTED DELTA IMPACT POPULATION

CONSTRUCTION WORK FORCE

LIVING IN DELTA

	A	B	C	D	E	F
	Workers By Commuting Pattern(1,2)	Family Size Multiplier(3)	Weight Factor Population	Net New Support Worker Population Multiplier (3)	Weight Factor Support Worker Multiplier	Project Impact Population
Locals	_____	0	0	0	0	0
Local Impact	_____	2.6	1.0	0.34	1.0	_____
Dailies	_____	1.0	0	0	0	_____
Weeklies	_____	1.0	1.0	0	0	0
Relocatees	_____	2.6	1.0	0.34	1.0	_____
Projected Delta Impact Population - Construction Living in Delta					

Notes:

1. For definition of terms, see Table A-6.
2. From Table A-2 - Column tabled "Place of Residence - Delta City"
3. Family size multiplier to be adjusted annually based upon result of monitoring reports.
4. Total Project Impact Population = (A X B X C) + (A X D X E)

Fiscal Year _____

TABLE A-4

ESTIMATED O&M WORKER DISTRIBUTION
OPERATING & MAINTENANCE WORK FORCE

Estimated Number of O&M Workers From Table A-1

July - Sept.	-	_____
Oct. - Dec.	-	_____
Jan. - Mar.	-	_____
Apr. - June	-	_____
Total	=	_____
Quarterly Average No. of Total Workers	=	_____/4 = _____

Type of Worker(1)	Percentage of Workers (2)	Quarterly Average of Total Workers	No. of Workers by Commuting Pattern	Place of Residence (2)	
				Millard County*	Juab County
Locals	5	X	_____	X 75% = _____	X 25% = _____
Local Impact	20	X	_____	X 75% = _____	X 25% = _____
Relocatees	75	X	_____	X 96% = _____	X 4% = _____

* Transfer these numbers to next sheet

Fiscal Year _____

TABLE A-4 (continued)

ESTIMATED O&M WORKER DISTRIBUTION

OPERATING & MAINTENANCE WORK FORCE

Type of Worker	No. of Workers by Commuting Pattern - Millard County	Delta City		Remaining "West" Millard County	
		% Dist	No. of Wrks	% Dist	No. of Wrks
Locals	_____	_____	_____	_____	_____
Local Impact	_____	_____	_____	_____	_____
Relocatees	_____	_____	_____	_____	_____

1. For Definition Of Terms - See Table A-6.
2. Multipliers to be adjusted annually based upon results of monitoring reports.

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Fiscal Year _____

TABLE A-5

IPP PROJECTED DELTA IMPACT POPULATION

OPERATION & MAINTENANCE WORK FORCE

	A	B	C	D	E	F
Workers By Commuting Pattern(1,2)	Family Size Multiplier(3)	Weight Factor Population	Net New Support Worker Population Multiplier (3)	Weight Factor Support Worker Multiplier	Project Impact Population (4)	
Locals	0	0	0	0	0	
Local Impact	2.6	0.4	0.64	0.4		
Relocatees	2.6	0.4	0.64	0.4		
Projected Project Impact Population - Operators						

Notes:

1. For definition of terms, see Table A-7.
2. From Table A-4 - Column Labeled "Place of Residence - Remaining "West" Millard County.
3. Family size multiplier to be adjusted annually based upon result of monitoring reports.
4. Total Project Impact Population = (A X B X C) + (A X D X E)

Fiscal Year _____

TABLE A-5

IPP PROJECTED DELTA IMPACT POPULATION

OPERATION & MAINTENANCE WORK FORCE
LIVING IN DELTA

	A	B	C	D	E	F
Workers By Commuting Pattern(1,2)	Family Size Multiplier(3)	Weight Factor Population	Net New Support Worker Population Multiplier (3)	Weight Factor Support Worker Multiplier	Project Impact Population	
Locals	0	0	0	0	0	
Local Impact	2.6	1.0	0.64	1.0		
Relocatees	2.6	1.0	0.64	1.0		
Projected Impact Population - Operators						

Notes:

1. For definition of terms, see Table A-7.
2. From Table A-4 - Column Labeled "Place of Residence - Delta City".
3. Family size multiplier to be adjusted annually based upon result of monitoring reports.
4. Total Project Impact Population = (A X B X C) + (A X D X E)

TABLE A-6

IPP LOCAL WORKERS

IPP local workers are IPP workers who lived in Millard and Juab counties prior to 1981 and who was either unemployed or whose job prior to IPP is not backfilled by someone moving into Millard or Juab counties from outside the area.

IPP LOCAL - IMPACT WORKERS

IPP local-impact workers are IPP workers who resided in Millard and Juab counties prior to 1981, and whose job prior to IPP is backfilled by someone who moves into Millard and Juab counties from outside the area, or who is a recent high school graduate who stays in the two-county area in order to work on IPP.

IPP DAILY COMMUTERS

IPP daily commuters are workers who live outside Millard and Juab counties but drive to and from IPP each day. They do not relocate themselves or their families to Millard and Juab counties and do not "impact" the areas.

IPP WEEKLY COMMUTERS

IPP weekly commuters are IPP workers who move to Millard and Juab counties during the work-week and go back to their permanent place of residence on weekends. Most of these workers are not expected to bring family members with them during their work-week on IPP.

IPP RELOCATEES

IPP relocatees are IPP workers who move in to Millard and Juab counties while working on IPP on a permanent basis.

APPENDIX 3

ESTIMATED QUARTERLY MONTHLY AVERAGE WORK FORCE

Time/Quarter	Construction	Operation
1983 1st	796	38
2nd	1146	50
3rd	1674	61
4th	1893	90
1984 1st	2100	127
2nd	2668	152
3rd	2868	190
4th	2832	231
1985 1st	2907	235
2nd	2959	248
3rd	2807	311
4th	2625	333
1986 1st	2418	371
2nd	2111	405
3rd	1697	480
4th	1367	480
1987 1st	911	480
2nd	438	480
3rd	87	480
4th	0	480

Note: These projections are monthly averages averaged by quarter.

Source: Revised projections by IPP Project Manager, October 1, 1983.

APPENDIX 4
PARKS AND PARK AREAS

EQUIPMENT LIST

Kebota Tractor	6,663
Kebota Mower - 60"	1,839
Trailer	888
Gas Mower	420
Ball Diamond Drag	290
Lawn Trimmer	190
Lawn Edger	260
Lawn Sweeper	380
Jet Broom	85
Paint Spray Outfit	460
Lawn Aerator	348
Lime Cart	168
Liquid Fertilizer Spreader	468
Hand Tools - Misc.	1,400
Garden Tools - Misc.	600
Misc. Equipment/Supplies for Community Center	<u>3,041</u>
Total Cost Not To Exceed	\$17,500