

1. May 20, 2020 Town Council Agenda

Documents:

[052020TCA.COURTESY.PDF](#)

2. May 20, 2020 Packet Materials

Documents:

[ITEM B1 - ORD 2020-01 CODE ENFORCEMENT CHANGES_REDACTED.PDF](#)
[ITEM B2 - ORD 2020-02 CHAPTER 4-1 AND 9-7 FIRE DEPARTMENT AND FIRE CODE.PDF](#)
[ITEM B3 - ORD 2020-03 OPEN FIRES AND FIREWORKS PROHIBITION.PDF](#)
[ITEM B4 - REGULATION OF PEDICAB BUSINESSES.PDF](#)
[ITEM C1 - CUP FOR TRANSIENT LODGING-THAI SAPA_REDACTED.PDF](#)
[ITEM C2 - RED HAWK CCR MODIFICATION.PDF](#)
[ITEM C3 - BICYCLE MONTH PROCLAMATION.PDF](#)
[ITEM C4 - FY2021 RAP TAX APPLICATIONS.PDF](#)
[ITEM C5 - FY2021 TENTATIVE BUDGET.PDF](#)
[ITEM C6 - REQUEST FOR DIRECTION ON GEO HAZARDS ORD.PDF](#)



118 Lion Blvd PO Box 187 Springdale UT 84767 * 435-772-3434 fax 435-772-3952

TOWN COUNCIL NOTICE AND AGENDA
THE SPRINGDALE TOWN COUNCIL WILL HOLD AN ELECTRONIC REGULAR MEETING
ON WEDNESDAY, MAY 20, 2020, BEGINNING AT 5:00PM

This Council meeting will not have an anchor location and will be conducted entirely via electronic means.

Council members will connect remotely. The meeting will be available to the public for live viewing.

If you do not have access to the internet, you can join the audio via telephone.

****Please see electronic login information below.**

Approval of the meeting agenda

A. Announcements/Information

1. General announcements
2. Zion National Park update – Superintendent Bradybaugh
3. Council Department reports
4. Community questions and comments

B. Legislative Action Items

1. Public Hearing for Ordinance 2020-01 - Changes to Chapter 10-4 of the Town Code regarding the Town's process for enforcement of code violations, including clarifications allowing for civil penalties for code violations
2. Ordinance 2020-02 – Updating certain fire protection provisions in Town Code including assignment of the Town's fire protection and emergency services to Hurricane Valley Fire Special Service District
3. Ordinance 2020-03 – Prohibiting open fires and the ignition or discharge of fireworks within the Town of Springdale during the 2020 high-risk fire season
4. Continued discussion from April 8, 2020 concerning an ordinance regulating pedicab businesses in Springdale

C. Administrative Action Items

1. Public Hearing: Conditional Use Permit for 198 Zion Park Boulevard; request to use a newly constructed housing unit behind Thai Sapa as a transient lodging unit – Dennis Brooks
2. Request to remove Town of Springdale enforcement provisions from the Red Hawk at Springdale Homeowners Association governing documents
3. Proclamation 2020-03, proclaiming May 'Bike Month' in the Town of Springdale
4. Review and consideration of the FY 2020-21 RAP tax applications
5. Review and approval of the FY 2020-21 tentative budget
6. Discussion and possible direction to the Planning Commission on drafting a geologic hazards ordinance to adopt specific development standards for property in geologically hazardous areas

D. Consent Agenda

1. Review of monthly invoices
2. Minutes: April 3rd, April 8th

E. Adjourn

****Persons interested in accessing the meeting can login using the following link:**

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This notice is provided as a courtesy to the community and is not the official notice for this meeting/hearing. This notice is not required by town ordinance or policy. Failure of the Town to provide this notice or failure of a property owner, resident, or other interested party to receive this notice does not constitute a violation of the Town's noticing requirements or policies.

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Packet materials for agenda items will be available on the Town website by 5:00pm on May 15, 2020:

<http://www.springdaletown.com/AgendaCenter/Town-Council-4>



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: May 15, 2020
Re: **May 20, 2020 Town Council Meeting**
Ordinance Amendment: Changes to Town Code Clarifying Code Enforcement Processes

The attached ordinance revises the Town process for code enforcement.

The Town currently uses a criminal enforcement process for violations of the Town Code. This process is lengthy and complex. It has strict standards for gathering evidence and proving violations. It is expensive for the Town to administer since it involves legal proceedings. The current penalties for violations of Town Code are either Class C or Class B Misdemeanors (\$750 and \$1,000 penalties, respectively).

The proposed ordinance amendment allows the Town to use a civil enforcement process for code violations. With the proposed process, the Town will be able to have swifter and more efficient process to resolve code violations. The Town will be able to impose and collect penalties for code violations more quickly, which should prompt faster compliance with the code. The ordinance establishes a tiered scale of penalties based on the type of violation, from \$100 to \$750. Of course, compliance without imposing penalties is always the Town's goal, but having the threat of a quick and efficient process to impose penalties will allow lead to faster compliance from violators.

Coincidentally, the Utah State Legislature recently amended the state law concerning code enforcement. Criminal enforcement of code violations on residential property is now only allowed in very limited circumstances. The proposed ordinance amendment will allow the Town to comply with the recently amended state law.

The Town will retain the ability to use criminal enforcement of violations in limited instances, as allowed by state law. However, with the proposed ordinance amendment the vast majority of code violations will be resolved using a civil process.

The ordinance impacts both land use (Title 10) and non-land use portions of the Town Code. Because the ordinance impacts Title 10 the Commission has reviewed the ordinance and made a recommendation to the Town Council.

Public Comment

The Town received several letters in response to the proposed change. They are attached to this report.

Planning Commission Recommendation

The Commission reviewed this ordinance revision in their April meeting. While the Commission was generally in favor of improving the efficiency of the Town's enforcement process, the Commission was divided on the merits of the proposed ordinance.

Some Commissioners felt the ordinance was too heavy handed and gave the Town too much arbitrary power to interfere with people's enjoyment of their property. Commissioners felt the processes for

issuing citations were arbitrary, and that the penalty amounts were too high (giving the impression the Town was seeking to use code enforcement as a revenue generator).

Other Commissioners disagreed and felt the proposed process was an improvement over the current criminal process. Commissioners liked the efficiency of moving to a civil method of enforcement. They felt that if someone is violating the code to the extent that a citation is necessary then the Town should have all the tools necessary to be able to bring to code violation into compliance, including penalties significant enough to be a deterrent.

Ultimately the Commission voted to recommend approval of the ordinance, with the change that the maximum civil penalty should be \$750 in keeping with the penalty for a Class C Misdemeanor (the version of the ordinance the Commission reviewed assessed a maximum \$1,000 penalty for some violations, in keeping with the penalty for a Class B Misdemeanor).

The Commission approved this recommendation on a 3-2 vote with Commissioners Marriott and Young voting "no."

PLANNING COMMISSION MEETING MINUTES – APRIL 15, 2020

1. Public Hearing – Ordinance Revision: Changes to Chapter 10-4 of the Town Code regarding the Town's process for enforcement of code violations, including clarifications allowing for civil penalties for code violations: The Town currently used a criminal process to enforce violations of the Town Code. Criminal citations were administratively complex and came with a lengthy process which prolonged resolution of violations. The current process also carried the potential of being overly onerous for more minor code violations such as overgrown weeds. Coincidentally, the Utah State legislature recently mandated that municipalities use a civil rather than criminal enforcement process for land use issues. The Commission had received two public comment letters prior to the meeting (Attachment #1).

Commission questions to staff: Mr. Young asked what template the staff had used to create the draft proposal.

- Staff had consulted similar ordinances from Salt Lake City and Salt Lake County as a guide but ultimately relied heavily on the Town Attorney for draft language.

Ms. Bruno asked if the Commission was charged with reviewing the specific language or if they were making a general recommendation to the Council about the concept.

- The state had mandated that each municipality adopt a civil enforcement process. It would be up to the individual municipality to craft an ordinance under that direction, but no specific language had been mandated by the State. The Commission could recommend the draft ordinance to the Council as-is or they could choose to revise language in the draft.

Mr. Burns asked how staff had arrived at the penalty amounts.

- Staff had tried to strike a balance between penalty amounts large enough to be a deterrent for violations, but not punitive enough to be excessive or heavy-handed.

Mr. Marriott asked how many criminal proceedings had occurred over the last five years and if the State provided a due date for the change in enforcement process.

- Staff said there had been less than fifteen criminal proceedings in the last five years. The State law wouldn't be effective until May, but there was no official timeline for compliance. If the Town chose not to switch to a civil enforcement process they would be out of compliance as soon as the State passed the law.

Mr. Marriott asked what precipitated staff to bring a draft ordinance forward, given they had been working on it prior to the State mandate.

- The Town's enforcement policy had long been to seek resolution of code violations without having to issue citations or penalties. That approach had, for the most part, been successful. In the handful of instances when penalties and criminal citations were issued, the process had been very lengthy and administratively burdensome.

Mr. Pitti asked if more citations would have been issued if the process had not been overly onerous.

- Staff hoped that the civil process would be more efficient and the possibility of facing swifter enforcement strategies would be a deterrent to infractions.

Mr. Marriott asked if new positions would have to be created if the ordinance was passed.

- The Town's current Code Enforcement Officer could serve as the 'nuisance inspector' referred to in the draft. The Civil Hearing Officer would not be a full-time staff position, but rather a contracted position for use on an as-needed basis. Ideally that person would be someone with a legal background, such as an attorney or judge, who also had experience with municipal operations.

Questions to staff by members of the public: No Questions.

Motion made by Joe Pitti to open Public Hearing. Seconded by Mike Marriott.

Young: Aye

Marriott: Aye

Pitti: Aye

Burns: Aye

Bruno: Aye

Motion passed unanimously.

Public Comments: None were made.

Motion made by Joe Pitti to close Public Hearing. Seconded by Mike Marriott.

Young: Aye

Bruno: Aye

Pitti: Aye

Marriott: Aye

Burns: Aye

Motion passed unanimously.

Commission deliberation: Mr. Marriott's initial reaction was that the amendments would only make it easier for citations to be issued more liberally than before. He took issue with the daily penalty accrual schedule and how quickly they could add up for minor violations, such as weeds.

Mr. Burns asked for clarification on how long a resident would have to correct a violation before citations and penalties were issued.

- State law required municipalities to allow for a 'reasonable amount of time' to correct code violations, according to the nature of the violation. For instance, a reasonable amount of time for someone to remove an A-frame sign might be much shorter than the time it might take to rectify a grading violation. Because of the varying nature of violations, the draft ordinance did not set specific time frames.

Mr. Dansie clarified with the Commission that the draft ordinance before them provided the technical framework for how citations would be processed. The policy in place that was not included in the ordinance language, but which was intrinsically upheld in every enforcement scenario, was that compliance without a citation was always the goal. This policy would be in effect whether the enforcement process was civil or criminal. If mitigation efforts proved unsuccessful, the person committing the violation would receive an official notice of violation designating the length of the 'warning period'. If the warning period expired and the violation was still in place, only then would a citation be issued and penalties start to accrue.

Mr. Pitti asked about the language in the penalty tables and felt that the language “general penalty for violations not otherwise specified” seemed too vague. He also asked what protections were in place to guard against over-zealous enforcement strategies.

- Staff felt violations involving grading/construction and short-term rentals in residential zones were of special concern and unique enough to warrant a special penalty. Penalties would start at the end of the warning period established in the official notice given to the resident. The warning period could be of different durations depending on the nature of the violation. The ultimate check and balance of the Town’s enforcement style came through the Council as they were in charge of directing enforcement strategies.

Mr. Young received overwhelming negative feedback from the residents he had spoken to regarding the proposed ordinance. From his conversations, the perception that the Town was trying to ‘pad their coffers’ was prevalent. The ordinance seemed vague and arbitrary in terms allowing enforcement personnel to set the duration of the warning period based on the nature of the violation. He felt that inherent Town policy on seeking compliance prior to enforcement should be addressed plainly in the ordinance. As drafted, there would not be protection for the resident in the future if Town policy shifted. He also had concerns that the accrual of penalties could be arduous for some. He saw the need for revisions and offered to send staff his recommendations. He would not support forwarding the ordinance as written.

Ms. Bruno asked why none of the people who provided Mr. Young with feedback were present to submit comment for the public hearing. She felt the easiest way to avoid citations and penalties was to not violate Town code in the first place. She saw the threat of daily penalty accrual as an effective deterrent for violations such as illegal nightly rentals.

Mr. Burns was in favor of the concept in general to change from a criminal to a civil enforcement process, but he was concerned about the penalty amounts. He worried that accrued fees could potentially create financial ruin for some. He was curious if there were other models the Commission could consider, perhaps even a tiered penalty model. He also expressed a desire for more clarity in the language as it related to specifics on warning periods and qualifications for the Hearing Officer.

- Earlier ordinance drafts addressed qualifications and standards of selection for the Hearing Officer. The Town attorney cautioned that providing specific selection standards in the ordinance language could create an avenue for a person in violation to challenge the citation. It was recommended to adopt standards in policy but not in the ordinance. In regard to the waiting period, the Town attorney had concerns that defining a waiting period would be limiting in certain circumstances. An example would be a property owner utilizing their residential property as a temporary parking area on a busy holiday weekend. The use would represent a land use violation. If the property owner was given 10 days after the notice of violation to comply, any mitigation after the holiday weekend would be irrelevant since the temporary increase in visitation was the impetus for the violation.

Mr. Rioux had experience with enforcement serving on an HOA board and he rarely saw successful enforcement processes happen unless a fine was actually issued.

Mr. Marriott didn’t feel the need to rush the ordinance through to the Council. He felt the switch to a civil process made sense but felt the topic could be put on hold to gather more feedback.

Mr. Burns had concerns about the penalty amounts being too high, specifically \$1000 per day for nightly rentals in prohibited zones.

- Under the current criminal code, most violations carried the threat of a Class C misdemeanor. The penalty for an individual was \$750, and for a Corporation it was several thousand dollars.
- Mr. Pitti suggested changing the \$1000 for illegal nightly rentals to \$750 so the draft ordinance could match the current penalty amount.
- Mr. Burns felt more comfortable with the draft ordinance after understanding the penalty amounts under the criminal versus the civil process.

Motion made by Tyler Young to table the ordinance until the next regular meeting and in the meantime direct Town staff to take some of the changes that have been the consensus of the Commission, especially converting some of the fee structure that there is a consensus on and bring that to the Commission to vote on next time, as well as instruct the staff to bring forward a draft that includes qualifications for Hearing Officers and some other options that the Commission can vote on at that time as well. Seconded by Mike Marriott.

Young: Aye

Bruno: No.

Marriott: Aye.

Pitti: No.

Burns: No

Motion failed.

Motion made by Barbara Bruno that the Planning Commission recommends approval of the proposed ordinance amendment establishing a civil process for enforcement of land use code violations with a change in the penalty for nightly rentals from \$1000 per day to \$750 per day. This motion is based on the fact that the State of Utah recently amended State law concerning code enforcement and that it would give the Town a better instrument in which to enforce the Town code that is in place at this time; Seconded by Joe Pitti.

Bruno: Aye

Pitti: Aye

Marriott: No

Young: No

Burns: Aye

Motion Passed.

From: Nancy Goodell <[REDACTED]>
Sent: Monday, April 13, 2020 12:04 PM
To: Dansie Thomas
Cc: jburns@springdaletown.com; bbruno@springdaletown.com; Marriott Mike; rrioux@springdaletown.com; jpitti@springdaletown.com; dmccomb@springdaletown.com; tyoung@springdaletown.com; treacy_stone@nps.gov; Wixom Rick
Subject: Question Regarding Proposed Changes to Code Enforcement Process

Follow Up Flag: Follow up
Flag Status: Completed

Hello Tom,

I've reviewed the proposed code enforcement revisions. I'd like further clarification on the appointment and role of the civil hearing officer. It appears this person will have extensive power in deciding whether to pursue or dismiss a civil citation. Perhaps this can be addressed in Wednesday's meeting.

Thank you and stay well,

Nancy Goodell

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END-ANTISPAM-VOTING-LINKS

From: Rick Praetzel [REDACTED] >
Sent: Monday, April 13, 2020 9:48 AM
To: tdansie@springdaletown.com; Springdale
Subject: Comment on upcoming Planning Commission public hearing regarding ordinance revision to Chapter 10-4 of the Town Code

Follow Up Flag: Follow up
Flag Status: Completed

Tom and Darci,

I am pretty concerned about the general direction the Town seems to be moving on furthering the general government interference with Life, Liberty, and the Pursuit of Happiness.

The irony I see in the Town's own words, which repeat in our Town Code and in notices of public hearings, is that legislating and threatening the public into submission to many hundreds of rules does not serve "to protect the village character and small town atmosphere". Rather it serves to do just the opposite. The Town government is now a threat to any resident who has a complaint lodged against them and what they are doing on their private property. It is clear to me that the Town of Springdale routinely ventures outside its authority as enumerated by State statute. Our current model for handling reporting and prosecution of code violations promotes distrust of government and distrust between community members. The fact that we have a code enforcement officer in a town of 600 people is a failure of leadership.

We have so many code violations because we have too much code. The drafting of so much overbearing code seems to come from the idea: The people are stupid and they can't be trusted. We'll manage their lives for them.

The fundamental paradigm on which the Town seems to legislate is: The town government has infinite powers over any land that falls within the physical town limits and also has infinite powers over the behaviors of any people when they are within these physical limits. This, of course, is not true. The municipality's authority is limited to its enumerated powers. Numerous small towns in Ohio and Pennsylvania have disbanded their governments to remove this overbearing layer of government. In Amelia, Ohio, the mayor after being disbanded said: "Everything we do is a public meeting -- open to the public," he said. "Nothing's been done in secrecy. They're more than welcome to come. Rarely do they ever come, until we did that one percent." (note: The town enacted a 1% income tax which evidently was the last straw.)

Government always self reports as virtuous. In the case of Amelia, Ohio, the mayor was out of touch with the independent spirit of his constituents.

This challenging time may be a good one to reel the government back in to a posture of service rather than creating a steady stream of confining demands upon residents and businesses. The prospect of further legal force being put against community members for what they do on their own property may give a helpful bit of momentum to a majority of people in town who do not hover around government, but rather are here trying to live their lives.

It seems unconventional that the topic of amending code enforcement in town would go before the Planning Commission. I have searched for the ordinance that creates the Town of Springdale Planning Commission and specifies its authority and duties. Could you please respond to me with the existence and location of that document.

As every town code item has the threat of physical force behind it, it should be the solemn commitment of Town government to protect the rights of its citizens, not to erode those rights. The only reason a free people would create a government is to provide for collective needs such as roads, clean water, and public safety AND to protect their rights.

Springdale has a reputation of having a challenge with one resident and solving it by taking another layer of freedom away from everyone. This is not problem solving. This is avoiding responsibility. The portrayal is that it serves "to protect the village character and small town atmosphere", but what it creates is an outward illusion of a beautiful and charming place to live. What visitors don't see is that it has no soul.

20 years ago, we were an authentic town of no pretense. Now we are an illusion of modern enlightenment. It's pretty embarrassing.

If the Town moves forward in adding more penalty options to rule the serfs, I would propose adding a section to the ordinance that levies criminal and civil penalties on Town officials who create rules to be enforced with State law enforcement agents and State Court when those rules fall outside the purview of the enumerated powers of municipalities in Utah by statute.

Now is a time to be looking at Town payroll and efficiency, not punishing the fortunate few who have found their way to Springdale, a one-time paradise.

Sincerely,

Rick

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ORDINANCE 2020-01

AN ORDINANCE OF THE SPRINGDALE TOWN COUNCIL REVISING AND CLARIFYING THE TOWNS PROCESSES FOR ENFORCEMENT OF THE TOWN CODE, ADDING PROVISIONS FOR CIVIL CITATIONS FOR CODE VIOLATIONS AND ESTABLISHING THE POSITION OF ADMINISTRATIVE HEARING OFFICER

Whereas, the Town Council of Springdale, Utah has adopted ordinances and regulations in the Town Code to promote the health, safety, and welfare of the residents and visitors of the Town; and

Whereas, the Town Council has a vested interest in ensuring the regulations in the Town Code are consistently followed; and

Whereas, the Town Council finds it necessary on occasion to use enforcement, including issuance of citations and penalties, to prompt compliance with the Town Code from property owners and others; and

Whereas, the Town Council desires to make the Town's enforcement process more efficient and effective by adopting a process for issuance of civil enforcement and civil citations;

Therefore, be it ordained by the Springdale Town Council that the following sections of Town Code are amended as shown:

1-4-4: CIVIL ENFORCEMENT FOR VIOLATIONS OF TITLE 10:

The Town may impose civil penalties for the violation of any requirement, regulation or other provision contained in Title 10. When imposing a civil penalty for violation of any requirement, regulation or other provision contained in Title 10, the town shall follow the procedure in this section. Civil enforcement of any violation is only one option for enforcement. Nothing in this section removes the Town's ability to use criminal proceedings or other enforcement strategies authorized by state law and this code in the resolution of code violations.

A. Notice of violation. Upon inspection and discovery that any provision of Title 10 is being violated, the director of community development or code enforcement officer, or designee, shall provide written notice of the violation to the property owner, and in addition, may provide written notice of the violation to any other responsible party.

1. The notice of violation shall: (1) indicate the nature of the violation; (2) order the necessary action to correct the violation; (3) establish a reasonable time period for the necessary corrective actions to be completed (the "warning period"); and (4) state that the property owner and other responsible party (if any) will be subject to civil penalties if the violation is not corrected within the warning period.

2. The warning period shall be the minimum time period reasonably necessary to correct the violation, given the nature of the violation and the amount of effort needed to correct the violation. The warning period could be as short as several hours or as long as several weeks.

3. The notice of violation shall be delivered personally or mailed to the owner of record at the address shown on the records of the county recorder, or to a person designated, in writing, by the owner of record as the owner's agent for the purpose of receiving notice of an ordinance violation. The notice of violation may also be delivered personally or mailed to any other responsible party. Personal delivery or mailing of the written notice shall serve to start the warning period.

B. Civil Citation. If the violation remains uncorrected at the end of the warning period, the director of community development or code enforcement officer may issue a civil citation to the property owner and/or other responsible party.

1. The civil citation shall be personally delivered, or mailed to property owner, as shown on the records of the county recorder.

2. The civil citation shall serve to start imposition and accrual of civil penalties. The civil citation shall state that civil penalties are being assessed to the property owner and/or other responsible party for each day the violation persists, beginning on the date the civil citation is personally delivered or mailed.

C. Referral to Police Department: The director of community development or code enforcement officer may refer any violation to the chief of police for an immediate criminal enforcement action, as allowed by state law.

D. Daily violations. Each day a violation is continued or maintained after the date the civil citation is either personally delivered or mailed is considered a separate violation and shall give rise to a separate civil penalty for each day of violation. The filing of an appeal does not stop the daily accrual of any penalty unless the civil hearing officer ultimately dismisses the citation.

E. Civil Penalties. A violation of any provisions of Title 10 shall result in a civil penalty pursuant to the following schedule:

<u>Violation</u>	<u>Penalty</u>
<u>General penalty for any violations not otherwise specified</u>	<u>\$100 per day</u>
<u>Grading construction violations (Section 10-15B-6)</u>	<u>\$350 per day</u>
<u>Grading without a permit (Section 10-15B-13)</u>	<u>\$750 per day</u>
<u>Short term rental in a residential zone (sections 10-9A-14(A)) and 10-9B-13(A))</u>	<u>\$750 per day</u>

F. Correction of violation required. The payment of a civil penalty does not relieve the obligation to correct the violation. The property owner or other responsible party is required to correct the violation regardless of whether or not the civil penalty has been paid.

G. Citation Appeal. Any person who has received a civil citation and who wishes to dispute the violation may appeal the citation in writing to the civil hearing officer within 15 calendar days after the citation

has been issued. If a person who has received a citation does not appeal within 15 days, the right to an appeal is lost. In such case, the person shall be responsible for both correcting the violation and paying all applicable civil penalties.

H. Appeal Procedures.

1. The Town Manager shall appoint the civil hearing officer.

2. The hearing officer shall adopt rules of procedure that govern the review and adjudication of civil citation appeals. Such rules shall provide meaningful opportunity for the appellant to present evidence documenting one of the following defenses:

a. At the time of the citation and at all times ensuing, the alleged violation did not and does not exist.

b. At the time of citation, compliance with the subject ordinance(s) would have violated the criminal laws of the state.

c. Compliance with the subject ordinance(s) would have presented an imminent and irreparable physical injury to persons or property.

d. The violation and failure to correct the violation were both caused by a force majeure event such as war, act of nature, or civil disturbance.

3. After reviewing the appeal, the civil hearing officer may dismiss the citation only on a finding that one of the four defenses in paragraph 2 above applies to the appeal. If the hearing officer finds none of the defenses apply, the hearing officer shall uphold the citation and associated civil penalties. If the hearing officer upholds the citation, daily civil penalties shall continue to accrue after the hearing until the violation is corrected.

4. If the hearing officer upholds the citation, the hearing officer may, in the interest of justice and on behalf of the Town, enter into an agreement for the delayed or periodic payment of the civil penalty by the violator.

5. If the civil hearing officer upholds the citation, the hearing officer may partially or wholly abate the civil penalties for one of the following reasons only:

a. The violation was corrected promptly after the issuance of the civil citation and at the time of the appeal hearing the violation does not exist.

b. There has been a change in the actual ownership of the property where the violation exists since the time the citation was written, and the new owner is not related by blood, marriage, adoption, or common ownership to the prior owner.

I. Late Fees. A late fee will be assessed for any unpaid civil penalty in instances where daily penalties are not accruing (such as when a violation has been corrected on the property but the civil penalty imposed by a citation for the earlier violation has not been paid, or when the violation was transitory and the unpaid civil penalty was only imposed for the period of time the violation existed). In such cases, a late fee equivalent to 25% of the civil penalty will be assessed 30 days after the date the civil citation is issued, or 15 days after the date of the appeal hearing, whichever is later. The property owner shall pay any late fee that is assessed in accordance with this section.

J. Collection of Civil penalties. The town may file a civil action to collect any unpaid amount under this Section. The violator and any responsible person shall pay for all costs of collection, including but not limited to attorney's fees and costs.

1-4-5: CIVIL ENFORCEMENT FOR OTHER VIOLATIONS:

This section governs the procedure for civil penalties issued for violations of the Springdale Town Code, except as specifically provided in subsection A below. Civil enforcement of any violation is only one option for enforcement. Nothing in this section removes the Town's ability to use criminal proceedings or other enforcement strategies authorized by state law and this code in the resolution of code violations.

A. Exclusions. Section 1-4-5 does not apply to any code violation that is governed under Section 1-4-4 or Chapter 6-2.

B. Civil Citation. Upon inspection and discovery that any provision of this code is being violated, the director of community development, the chief of police, a code enforcement officer, or designee, may issue a civil citation to the violator, property owner, and/or other responsible party. The civil citation will be issued via personal delivery or mail. Delivery of the civil citation shall serve to start imposition and accrual of any civil penalties. The civil citation may state that civil penalties are being assessed to the violator, property owner, and/or other responsible party for each day the violation persists, beginning on the date the civil citation is personally delivered or mailed.

C. Referral to Police Department: The director of community development or code enforcement officer may refer any violation to the chief of police for an immediate criminal enforcement action, as allowed by state law.

D. Daily violations. If provided in the citation, each day a violation is continued or maintained after the date the civil citation is personally delivered or mailed is considered a separate violation and shall give rise to a separate civil penalty for each day of violation. The filing of an appeal does not stop the daily accrual of any penalty unless the civil hearing officer ultimately dismisses the citation.

E. Civil Penalties. A violation of any provision of this code shall result in a civil penalty pursuant to the following schedule:

<u>Violation</u>	<u>Penalty</u>
<u>General penalty for any violation not otherwise specified</u>	<u>\$100 per instance or day</u>
<u>Operating a business without a license (3-1-4)</u>	<u>\$500 per day</u>
<u>Weed violation (Chapter 4-3A)</u>	<u>\$50 per day</u>
<u>Noise violation (Chapter 4-3B)</u>	<u>\$350 per instance</u>
<u>Building without a permit (Section 9-1-4)</u>	<u>\$500 per day</u>

F. Correction of violation required. The payment of a civil penalty does not relieve the obligation to correct the violation. The violator, property, and/or responsible party is required to correct the violation regardless of whether the civil penalty has been paid.

G. Citation Appeal. Any person who has received a civil citation and who wishes to dispute the violation may appeal the citation in writing to the civil hearing officer within 15 calendar days after the citation has been issued. If a person who has received a citation does not appeal within 15 days, the right to an appeal is lost. In such case, the person shall be responsible for both correcting the violation and paying all applicable civil penalties.

H. Appeal Procedures.

1. The Town Manager shall appoint the civil hearing officer.
2. The hearing officer shall adopt rules of procedure that govern the review and adjudication of civil citation appeals. Such rules shall provide meaningful opportunity for the appellant to present evidence documenting one of the following defenses:
 - a. At the time of the citation and at all times ensuing, the alleged violation did not occur or did not exist.
 - b. At the time of citation, compliance with the subject ordinance(s) would have violated the criminal laws of the state.
 - c. Compliance with the subject ordinance(s) would have presented an imminent and irreparable physical injury to persons or property.
 - d. The violation and failure to correct the violation were both caused by a force majeure event such as war, act of nature, or civil disturbance.
3. After reviewing the appeal, the civil hearing officer may dismiss the citation only on a finding that one of the four defenses in paragraph 2 above applies to the appeal. If the hearing officer finds none of the defenses apply, the hearing officer shall uphold the citation and associated civil penalties.
4. If the hearing officer upholds the citation, the hearing officer may, in the interest of justice and on behalf of the Town, enter into an agreement for the delayed or periodic payment of the civil penalty by the violator.
5. If the civil hearing officer upholds the citation, the hearing officer may partially or wholly abate the civil penalties for one of the following reasons only:
 - a. The violation was corrected promptly after the issuance of the civil citation and at the time of the appeal hearing the violation does not exist.
 - b. There has been a change in the actual ownership of the property where the violation exists since the time the citation was written, and the new owner is not related by blood, marriage, adoption, or common ownership to the prior owner.

I. Late Fees. A late fee will be assessed for any unpaid civil penalty in instances where daily penalties are not accruing (such as when a violation has been corrected on the property but the civil penalty imposed by a citation for the earlier violation has not been paid, or when the violation was transitory and the unpaid civil penalty was only imposed for the period of time the violation existed). In such cases, a late fee equivalent to 25% of the civil penalty will be assessed 30 days after the date the civil citation is

issued, or 15 days after the date of the appeal hearing, whichever is later. The property owner shall pay any late fee that is assessed in accordance with this section.

J. Collection of Civil penalties. The town may file a civil action to collect any unpaid amount under this Section. The violator and any responsible person shall pay for all costs of collection, including but not limited to attorney's fees and costs.

4-3-6: ABATEMENT PROCEDURE:

A. Nuisance Inspector:

1. Established: There is hereby established the position of nuisance inspector, whose duties it shall be to enforce the provisions of this chapter, as well as chapter 3A and chapter 3B. More than one person may be appointed to act as inspector under this section.

2. Duties: The nuisance inspector shall:

a. Perform all functions necessary to enforce the provisions of this chapter, chapter 3A and chapter 3B.

b. Inspect or cause to be inspected, as often as needed, all buildings, structures, lots or places for the purpose of determining whether such are in compliance ~~with the provisions of this chapter~~.

c. Obtain an inspection warrant from the court or obtain the property owner's permission prior to entering any building or structure, fenced or gated yard, or other private area.

3. Existence Of Objectionable Condition: If ~~he~~ a nuisance inspector concludes there exists an objectionable condition or activity in violation of this chapter, chapter 3A or chapter 3B, the nuisance, inspector may:

a. Ascertain the names of the owners, according to county tax records, and occupants and descriptions of the premises where such objects, conditions, or activities exist.

b. Serve notice in writing upon the owner and occupant of such premises, either personally or by mailing notice prepaid, addressed to the owner and occupant at their last known post office address(es) as disclosed by the records of the county assessor, or as otherwise ascertained, requiring such owner or occupant, or both, as the case may be, to eradicate or destroy and remove the nuisance within such reasonable time as the nuisance inspector may designate, based on the nature of the nuisance and the amount of time reasonably necessary to correct the nuisance; provided, that any person notified pursuant to this subsection shall be given at least ten (10) days following the date of service of such notice, to correct the objectionable condition. The notice shall:

(1) Contain a specific statement of the nature of the violation and generally describe the premises on which the violation exists.

(2) Inform the person that in the event he fails or neglects to correct the objectionable condition within the time designated by the nuisance inspector, the town may issue a

citation and pursue correction of the objectionable condition through civil or criminal proceedings.

(3) Inform the person that failure to correct the violation within the time given in the notice will be considered a demonstration of the person's intent to create and perpetuate the nuisance.

B. Criminal Proceedings: Notwithstanding the other provisions of this title, the issuance of a citation by an officer (including the nuisance inspector, if the nuisance inspector is a regular police officer) and the commencement of criminal proceedings for the purpose of imposing penalties for violations of this chapter, chapter 3A, or chapter 3B shall not be conditioned upon prior issuance of a notice or the granting to the defendant an opportunity to abate or remove the nuisance.

C. Abatement By Town Of Weeds And Nuisances On Property: If any owner, occupant, or other person having interest in land where a nuisance on property (according to sections 4-3-2 and 4-3-5 of this chapter) or a weed nuisance (according to chapter 3A of this title) exists shall, after being duly noticed pursuant to this section, fail to eradicate, destroy, or otherwise remove the nuisance from the property within the time limit given in the notice, the nuisance inspector may issue a civil or criminal citation, and may, under order of the court, employ all necessary assistance to cause such objectionable objects or conditions to be removed or destroyed at the expense of the town. The owner of the property where the objectionable objects or conditions have been removed or destroyed shall reimburse the town for this abatement as provided in this section.

1. Itemized Statement: The nuisance inspector shall prepare an itemized statement of all expenses incurred in the removal and destruction of nuisances, and shall mail a copy thereof to the owner or occupant, or both, or to persons having an interest in the property, demanding payment within thirty (30) days of the date of mailing. The notice shall be deemed delivered when mailed by certified mail, addressed to the last known address of the property owner, occupant or person having an interest in the property.

2. Failure To Make Payment: In the event the owner, occupant or person having an interest in the property fails to make payment of the amount set forth in the statement to the town treasurer within the thirty (30) days, the ~~nuisance inspector~~town treasurer shall refer the matter to the county treasurer as provided in subsection D of this section.

D. Collection: In the event that the ~~nuisance inspector~~town treasurer refers the expenses of destruction or removal to the county treasurer for inclusion in the tax notice of the property owner, ~~he~~the town treasurer shall make in triplicate an itemized statement of all expenses incurred in the destruction and removal of the same, and shall deliver three (3) copies of the statement to the county treasurer within ten (10) days after the end of the thirty (30) day period provided for in subsection C2 of this section.

E. Civil Enforcement: In lieu of criminal enforcement, the town may elect to pursue enforcement of any nuisance through imposing civil penalties, pursuant to section 1-4-4. The Town may also elect to pursue enforcement through a civil lawsuit, ~~in lieu of criminal enforcement~~. If the town prevails in such

a suit, the property owner shall be obligated to pay the cost of abating the nuisance and the town's reasonable attorney fees and costs expended in such suit.

4-3-7: PENALTY FOR FAILURE TO COMPLY:

A. ~~Class C Misdemeanor~~Criminal Penalty: Except in the case of weeds (as provided in chapter 3A of this title) and noise (as provided in chapter 3B of this title),If the Town elects to pursue enforcement of this chapter through criminal citations, any owner, occupant or person having an interest in property subject to this chapter who shall fail to comply with the notice or order given pursuant to this chapter, chapter 3A, or chapter 3B, or who is issued a criminal citation for a nuisance which results in a conviction, shall be guilty of a class C misdemeanor for each offense and shall be subject to a fine as provided in section 1-4-1 of this code.

B. Criminal Proceedings: Compliance by any owner, occupant or person to whom a notice has been given as provided in this chapter, chapter 3A, or chapter 3B, subsequent to expiration of the notice period, shall not be admissible in any criminal proceeding brought pursuant to this section.

C. Civil Penalty: If the Town elects to pursue civil enforcement of this chapter, chapter 3A, or chapter 3B, any owner, occupant, responsible party, or person having an interest in property subject to this chapter who fails to comply with the notice or order given pursuant to this chapter, or who is issued a civil citation which is upheld by the hearing officer, shall be subject to fines as established in section 1-4-4.

4-3A-3: PENALTY:

It shall be an infraction, subject to penalty ~~commensurate with a class C misdemeanor~~ as provided in section ~~1-4-1~~ 1-4-4 of this code, for any person owning or occupying real property to allow weeds to grow higher on such property than is permitted by this chapter ~~or not to remove from such property any cuttings of such weeds or any refuse, unsightly or deleterious objects after having been given notice from the nuisance inspector as provided in chapter 3 of this title.~~

4-3B-3: PENALTY:

It shall be an infraction, subject to penalty ~~commensurate with a Class C misdemeanor~~ as provided in section ~~1-4-1~~ 1-4-4 of this Code, for any person to make, continue, or cause to be made or continued any noise prohibited by this chapter.

10-4-1: PERMITS TO CONFORM:

All departments, officials and public employees of the town who are vested with duty or authority to issue permits or licenses shall conform to the provisions of this title and shall issue no permit, license or certificate for uses, buildings, structures, signs or purposes where the same would be in conflict with the provisions of this title. Any such permit, license or certificate, issued in conflict with the provisions of this title, intentionally or otherwise, shall be null and void ab initio.

10-4-2: ENFORCEMENT:

~~It shall be the duty of t~~The director of community development (or any designee) ~~or his designate,~~ and the ~~police chief~~code enforcement officer ~~are authorized,~~ to enforce the provisions of this title, entering actions in court if necessary, and failure to do so shall not legalize any violations of such provisions. The town council may, by resolution or ordinance, from time to time entrust administration of this title, in whole or in part, to an additional officer or officers of the town, without amendment to this title.

10-4-3: INSPECTION:

The town officials authorized to enforce the provisions of this title, as specified in section [10-4-2](#) of this chapter, are authorized to inspect or to have inspected all buildings, signs and structures in the course of their construction, modification or repair, and to inspect land uses to determine compliance with zoning ordinance provisions. These officials shall use the right to enter any building for the purpose of determining the use, or to enter premises for the purpose of determining compliance with this title; provided, that such right of entry is to be used only at reasonable hours. In no case shall entry be made into any occupied building in the absence of the owner or tenant thereof without written permission of an owner, or written order of a court of competent jurisdiction, except in cases of extreme emergency.

10-4-4: NUISANCE:

Any building, structure or sign erected, installed, constructed, altered, enlarged, converted, moved or maintained contrary to provisions of this title; or the use of any land, building or structure contrary to provisions of this title; or the excavation, fill, grading, stripping or moving of topsoil, sand, earth, landforms or watercourses contrary to provisions of this title; or any other action or inaction contrary to the provisions of this title, shall be and the same is hereby declared to be unlawful and a public nuisance.

10-4-4.1: UNLAWFUL USE PROHIBITED:

A. No land, building or structure may be used for any purpose or use not allowed in the zone in which such land, building or structure is located.

B. Violation of any of the provisions contained in this title is prohibited. Any person who violates the provisions of this title shall be subject to the criminal and civil penalties set forth in this chapter.

10-4-5: ABATEMENT:

A. Procedure: The town or any owner of real estate within the town in which violations of this title or violations of state statutes regulating zoning occur or are about to occur may, in addition to other remedies provided by law, institute:

1. Injunctions, mandamus, abatement or any other appropriate actions; or
2. Proceedings to prevent, enjoin, abate or remove the unlawful building, use or act. The town attorney retains the discretion to determine whether, under the law, an action or proceeding for abatement should be instituted.

B. Violation Established For Injunction: The town need only establish the violation to obtain the injunction.

C. Withholding Of Permits: The town may further enforce this title by withholding building permits, certificates of occupancy and zoning compliance, business licenses or other such licenses or permits necessary for a landowner to proceed to lawfully occupy or use a building, structure or premises.

10-4-6: PENALTIES:

The Town may elect to enforce the provisions of this title through either civil proceedings or criminal proceedings, as allowed by state law.

A. Civil proceedings: Any person, firm, association, partnership, or corporation, whether as principal, agent, employee or otherwise, violating or causing or permitting the violation of any of the provisions of this title shall be subject to civil penalties as established in section 1-4-4. Such person, firm or corporation violating this title shall be deemed to be guilty for a separate offense for each and every day during which any portion of any violation of any provision of this title is permitted or continued by such person, firm or corporation and shall be punished as herein stated and provided.

B. Criminal proceedings: Any person, firm, association, partnership, or corporation, whether as principal, agent, employee or otherwise, violating or causing or permitting the violation of any of the provisions of this title shall be guilty of a class C misdemeanor, and subject to penalty as provided in section 1-4-1 of this code, except for violations that are subject to the limitation provided in Utah Code section 10-3-703, in which case the criminal penalty shall be an infraction. Such person, firm or corporation violating this title shall be deemed to be guilty for a separate offense for each and every day during which any portion of any violation of any provision of this title is permitted or continued by such person, firm or corporation and shall be punished as herein stated and provided.

10-4-7: REMEDIES:

All remedies concerning this title shall be cumulative and not exclusive. Conviction and punishment of any person hereunder shall not relieve such persons from the responsibility of correcting prohibited conditions, or removing prohibited buildings, structures, signs or improvements, and shall not prevent the enforced correction or removal thereof. [The town reserves the right to seek any remedies provided under local and state law, including but not limited to injunctions.](#)

Adopted by the Springdale Town Council on May 15, 2020. This ordinance shall become effective upon approval and posting.

Stanley J. Smith
Mayor

ATTEST:

Darci Carlson
Town Clerk



Memorandum

To: Mayor, Town Council
From: Rick Wixom
Date: May 12, 2020
Re: **May 20, 2020 Town Council Meeting**
Ordinance 2020-02: Chapter 4-1 and 9-7 Fire Department and Fire Code

Last year the Washington County Commission took several actions to expand the Hurricane Valley Fire Special Service District to cover the Town of Springdale.

This ordinance makes changes to chapters 4-1 and 9-7 of the Town code updating references to the Rockville/Springdale Fire Protection District in these code sections to the Hurricane Valley Fire Special Services District and authorizing the Hurricane Valley Fire Special Service District to provide fire protection, emergency medical services, and fire code enforcement services within the Town of Springdale.



ORDINANCE 2020-02

AN ORDINANCE OF THE SPRINGDALE TOWN COUNCIL UPDATING CERTAIN FIRE PROTECTION PROVISIONS OF THE TOWN CODE

WHEREAS, in 1983 the Rockville/Springdale Fire Special Service District was created to provide fire protection services to the communities of Rockville and Springdale;

WHEREAS, on October 2, 2007, Washington County created the Hurricane Valley Fire Special Service District to provide fire protection and emergency medical services within its boundaries;

WHEREAS, on January 22, 2019, Washington County enacted Resolution No. R-2019-2427, which expanded the boundaries of the Hurricane Valley Fire Special Service District to include the boundaries of the Town of Springdale;

WHEREAS, on November 19, 2019, Washington County enacted Resolution No. R-2019-2532, which dissolved the Rockville/Springdale Fire Special Service District as of 11:59 p.m. on December 31, 2019; and

WHEREAS, the Town of Springdale wishes to update certain fire protection provisions in the town code.

NOW THEREFORE BE IT ORDAINED BY THE TOWN OF SPRINGDALE that the following code sections are amended as follows:

Chapter 4-1

FIRE DEPARTMENT

4-1-1: SPECIAL SERVICE DISTRICT FOR FIRE AND AMBULANCE SERVICES:

The town's fire protection and emergency medical services are provided by the ~~has entered into an interlocal agreement with the Rockville/Springdale fire protection~~Hurricane Valley Fire Special Service District ("~~district~~District") for the district to provide the town's fire protection and ambulance service needs. Details and fees related to the fire and ambulance service provided by the district to the town are set forth in that agreement, as it may be modified or renewed by the parties from time to time.

4-1-2: ENFORCEMENT:

A. Enforcement: The district is authorized during the term of its interlocal agreement with the town to enforce the state fire code that is adopted in title 9, chapter 7 of this code.

Chapter 4-3

4-3-2 DECLARATION OF NUISANCE:

A. Statement: It shall be unlawful for any person either as an owner, agent or occupant of property to create, contribute to, maintain or aid in the creation of a nuisance. Every act or condition that constitutes a nuisance that is made, permitted, allowed or continued may be punished as hereinafter provided.

B. Specified: Nuisances include, but are not limited to:

1. Befouling Water: Befouling water in any spring, stream, well or water source supplying water for culinary purposes.
2. Privies, Cesspools: Allowing any privy vault or cesspool, or other individual wastewater disposal system, to become a menace to health or a source of odors or contamination to air or water.
3. Garbage Containers, Unemptied: Permitting any garbage container to remain on premises when it has become full of refuse and is not emptied on a regular basis.
4. Garbage Accumulation: Allowing vegetable waste, garbage, litter, filth or refuse of any nature to accumulate within or upon any private alley, yard or area, except when it is temporarily deposited for immediate removal.
5. Manure Accumulation: Permitting the accumulation of manure in any stable, stall, corral, feed yard, yard or in any other building or area in which any animals are kept.
6. Slaughterhouses, Feed Yards: Permitting any slaughterhouse, market, meat shop, stable, feed yard or other place or building wherein any animals are slaughtered, kept, fed or sold to remain unclean or in any state or condition detrimental to health or creating a nuisance because of odors, or in which flies or rodents breed.
7. Discharging Offensive Water Or Liquid Waste: Discharging or placing any offensive water, chemical spray, liquid waste or refuse of any kind into any street, alley, sidewalk, gutter, stream, wash, natural watercourse, ditch, canal or any vacant lot or which, as the result of continued discharge, will render the place of discharge offensive or likely to become so.
8. Collecting Grease, Offensive Matter: Keeping or collecting any stale or putrid grease or other offensive matter, or operating any food preparation area without a grease trap as required by this code.
9. Flies And Mosquitoes: Having or permitting upon any premises any fly or mosquito producing condition to the extent that such condition produces flies or mosquitoes and disturbs three (3) or more people in the ordinary enjoyment or use of their property.
10. Public Drinking Vessels: Keeping any drinking vessel for public use without providing a method of decontamination between uses.
11. Ablutions Near Drinking Fountain: Permitting or performing any ablutions in or near any public drinking fountain.

12. Boarding House Or Factory, Sanitary Condition: Failing to furnish any dwelling house, boarding house or factory or other place of employment with such privy vaults, water closets, sinks or other facilities as may be required to maintain the same in sanitary condition.

13. Cleaning Privy Vaults: Neglecting or refusing to discontinue use of, clean out, disinfect and fill up all privy vaults and cesspools or other individual wastewater disposal systems within twenty (20) days after notice from any enforcement officer or official of the town.

14. Stagnant Water; Offensive Substances: Permitting any lot or excavation to become the repository of stagnant water or any decaying or offensive substances.

15. Obstructing Public Ways, Watercourses, Parks: Obstructing or tending to obstruct or interfere with or render dangerous for passage any street or sidewalks, lake, stream, drainage, canal or basin, or any public park without first obtaining the written permission of the town council.

16. Portable Lights: Portable spotlights and other portable lights of high illumination, unless otherwise approved by the town.

17. Animal Facilities: Stockyards, pigsties, animal parks or preserves, and zoos.

18. Brightly Colored Structures: Brightly colored or fluorescent buildings or structures unless approved in connection with the town's sign ordinance and/or color palette. (Ord. 2007-13, 10-23-2007)

19. Aircraft Landings: The landing of aircraft on any ground within the town of Springdale, with the following exceptions:

a. Aircraft landings in association with an official response to a medical emergency or natural disaster.

b. Aircraft landings in association with annual training of emergency aircraft and personnel provided advance notice is given to the town at least one week prior to the training, and the training is coordinated with the chief of police and the ~~Rockville/Springdale fire protection district~~[Hurricane Valley Fire Special Service District](#). No more than one such training session is allowed in a calendar year. (Ord. 2016-02, 1-13-2016)

C. Unlimited Scope: The types of nuisances above stated shall be deemed in addition to and in no way a limitation of the nuisances subject to this chapter. (Ord. 2007-13, 10-23-2007)

Chapter 9-7

FIRE CODE

9-7-1: FIRE CODE ADOPTED:

The town adopts the "state fire code", as that term is defined under Utah Code Annotated section 53-7-102(5), which may be amended from time to time. The ~~Rockville/Springdale~~[Hurricane Valley Fire Special Service District](#) ~~fire protection district~~ (the "district") is authorized ~~during the term of its interlocal agreement with the town~~ to provide fire protection services [and code enforcement services](#) in the town in accordance with the state fire code.

9-7-2: LIMITATIONS AND STORAGE OF FLAMMABLES RESTRICTED:

Where geographic limits are referred to in the state fire code, including, but not limited to, any limits in which storage of flammable or combustible liquids outside aboveground tanks is to be restricted, or any limits in which the storage of explosives and blasting agents or bulk storage of liquefied petroleum gas is to be restricted, those limits must be understood to include the entire town.

9-7-3: APPEALS:

A person who is aggrieved by any decision by the district fire chief or fire marshal may, within thirty (30) days of the written decision on the matter, appeal ~~to the district appeals board~~the decision only in accordance with district procedures. The appellant shall pay all costs of the appeal as required by the district.

9-7-4: PENALTY:

A. Class B Misdemeanors: The following are class B misdemeanors:

1. To violate any provision of the state fire code;
2. To violate the terms of any order issued in accordance with the state fire code;
3. To build in violation of any detailed statement of specifications or plans submitted and approved under the state fire code;

B. Penalties: The penalties for the class B misdemeanors described under this section are stated in section 1-4-1 of this code. The imposition of one penalty for any violation will not excuse the violation or permit it to continue. All persons will be required to correct or remedy such violations or defects within a reasonable time, and when not otherwise specified, each ten (10) days that prohibited conditions are maintained will constitute a separate offense.

C. Enforced Removal: The application of the above penalty or penalties shall not be held to prevent the enforced removal of any prohibited condition.

PASSED AND ADOPTED by the Springdale Town Council the 20th day of May, 2020. This ordinance shall be effective upon passage and posting.

Mayor Stanley J. Smith

Attest: Town Clerk Darci Carlson



Memorandum

To: Mayor, Town Council
From: Rick Wixom
Date: May 15, 2020
Re: **May 20, 2020 Town Council Meeting**
Ordinance 2020-03: Chapter 4-9 Prohibiting Open Fires and Fireworks

Each year the Council adopts an ordinance prohibiting open fires and fireworks during the summer fire season. This proposed ordinance is updated so that when codified, it will appear in the Town Code as chapter 4-9.

As we have reviewed applicable State codes, the apparent intention of Legislature in providing a method for city and town councils to prohibit fireworks in portions of the community was to have this process be an annual review. Moving forward, as the Council approves a yearly update to this ordinance, the previous year's ordinance will be repealed. However, because the ordinance will be codified into the town code, someone searching the code for fireworks restrictions will be able to find the chapter.

The State code section governing this action, 15a-5-202.5, references several environmental conditions that would be hazardous for ignition sources, including fireworks. These conditions include:

- mountainous, brush-covered, forest-covered, or dry grass-covered areas;
- within 200 feet of waterways, trails, canyons, washes, ravines, or similar areas; and
- the wildland urban interface area, which means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland.

As all these conditions are commonly found throughout the entire town, the ordinance, like previous versions, prohibits open fires (with some exemptions) and fireworks within the town boundaries during the summer fire season of June 1 to Sept. 15. These conditions have been discussed with Chief Gildea from the Hurricane Valley Fire District, who agrees that these conditions are found throughout the community and has determined that they present fire risks. He supports the Council adopting this ordinance each fire season.



ORDINANCE 2020-03

**AN ORDINANCE PROHIBITING OPEN FIRES AND THE DISCHARGE OF
FIREWORKS IN THE TOWN OF SPRINGDALE DURING THE 2020 FIRE
SEASON**

WHEREAS, The Springdale Town Council, in conjunction with the Hurricane Valley Fire Special Service District, has a desire to reduce the threat of fires within the Town limits that could cause extensive damage in the Town; and

WHEREAS, the Town is authorized under Title 53, Chapter 7, Part 2, Section 225, Utah Code Annotated 1953, to prohibit the discharge of fireworks in areas with existing and historical hazardous environmental conditions; and

WHEREAS, the Utah Division of Forestry, Fire and State Lands identifies the Town of Springdale as a community at high risk for wildfire; and

WHEREAS, the use of ignition sources including explosive and other fireworks within the Town of Springdale substantially increases the risk of fires; and

WHEREAS, the Springdale Town Council and the fire code official for the Town of Springdale have determined that existing and historical hazardous environmental conditions in the town necessitate controlled use of fireworks; and

WHEREAS, the Springdale Town Council finds that all of the property within the boundaries of the Town of Springdale are considered hazardous environmental conditions, including areas that are covered in brush and dry grass, areas that are within 200 feet of waterways, trails, canyons, washes, ravines, and similar features, and areas that are in the wildland urban interface area; and

WHEREAS, the Springdale Town Council further finds that the hazardous environmental conditions have existed in the town before July 1 of at least two of the last five years; and

WHEREAS, pursuant to the authority provided under Utah Code Annotated sections 10-8-56 and 10-8-84, the Springdale Town Council determines that it is necessary and proper to prohibit open fires and the ignition or discharge of fireworks in the Town during the 2020 fire season in order to preserve the health of the Town's citizens, promote the prosperity of the Town, and to protect property in the Town; and

WHEREAS, the closure area includes SR-9 and all areas of the Town on both sides of SR-9, as indicated on the Town of Springdale's 2020 Fireworks Restriction Map, which is adopted by reference as part of this ordinance and is on file at the town office; and

WHEREAS, the Town of Springdale's 2020 Fireworks Restriction Map has been provided to Washington County.

NOW THEREFORE BE IT ORDAINED by the Springdale Town Council that the following Chapter is adopted in Title 4 of the Springdale Town Code:

CHAPTER 9: FIREWORKS AND FIRE PREVENTION

4-9-1: FINDINGS. All of the property within the boundaries of the Town of Springdale are considered hazardous environmental conditions, including areas that are covered in brush and dry grass, areas that are within 200 feet of waterways, trails, canyons, washes, ravines, and similar features, and areas that are in the wildland urban interface area. The use of ignition sources including explosive and other fireworks within the Town of Springdale substantially increases the risk of fires.

4-9-2: FIREWORKS PROHIBITED. It is unlawful to ignite or discharge fireworks in the Town of Springdale from June 1, 2020 through September 15, 2020. The term "Fireworks" under this Section has the definition provided under Title 53, Chapter 7, Part 2, Section 202, Utah Code Annotated 1953, as amended.

4-9-3: OPEN FIRES. It is unlawful to have an open fire in the Town of Springdale from June 1, 2020 through September 15, 2020. As used in this Section, the term "open fire" does not include the following:

- A. The use of LPG gas/natural gas and charcoal briquettes in contained BBQ grills, covered stoves, and devices (e.g., Coleman stoves, Weber, or other BBQ grills);

- B. A fire in an approved fire pit at an improved campground, provided that the campground complies with Section 4-9-4; or
- C. A fire in an approved fire pit, provided that it is not left unattended.

4-9-4: CAMPGROUND FIRES.

- A. A person who operates an improved campground that allows campfires shall comply with the following requirements:
 - i. Issue to all customers, at check-in, a handout explaining the extreme fire danger situation and instructions about fire safety and building reduced-smoke fires;
 - ii. Prohibit unattended fires and enforce the prohibition; and
 - iii. Post fire danger signs to advise campers of extreme fire danger and to inform them that their fires will be extinguished if left unattended.
- B. A person who operates a campground in violation of Section 4-9-4(A) may not have any fire within the campground for the remainder of the fire season.

4-9-5: PENALTIES.

- A. A person who violates Section 4-9-2 is guilty of an infraction.
- B. A person who violates Section 4-9-3 is guilty of an infraction.
- C. A person who violates Section 4-9-4 is guilty of an infraction, and the person may not have any campfire in the campground until after September 15, 2020.

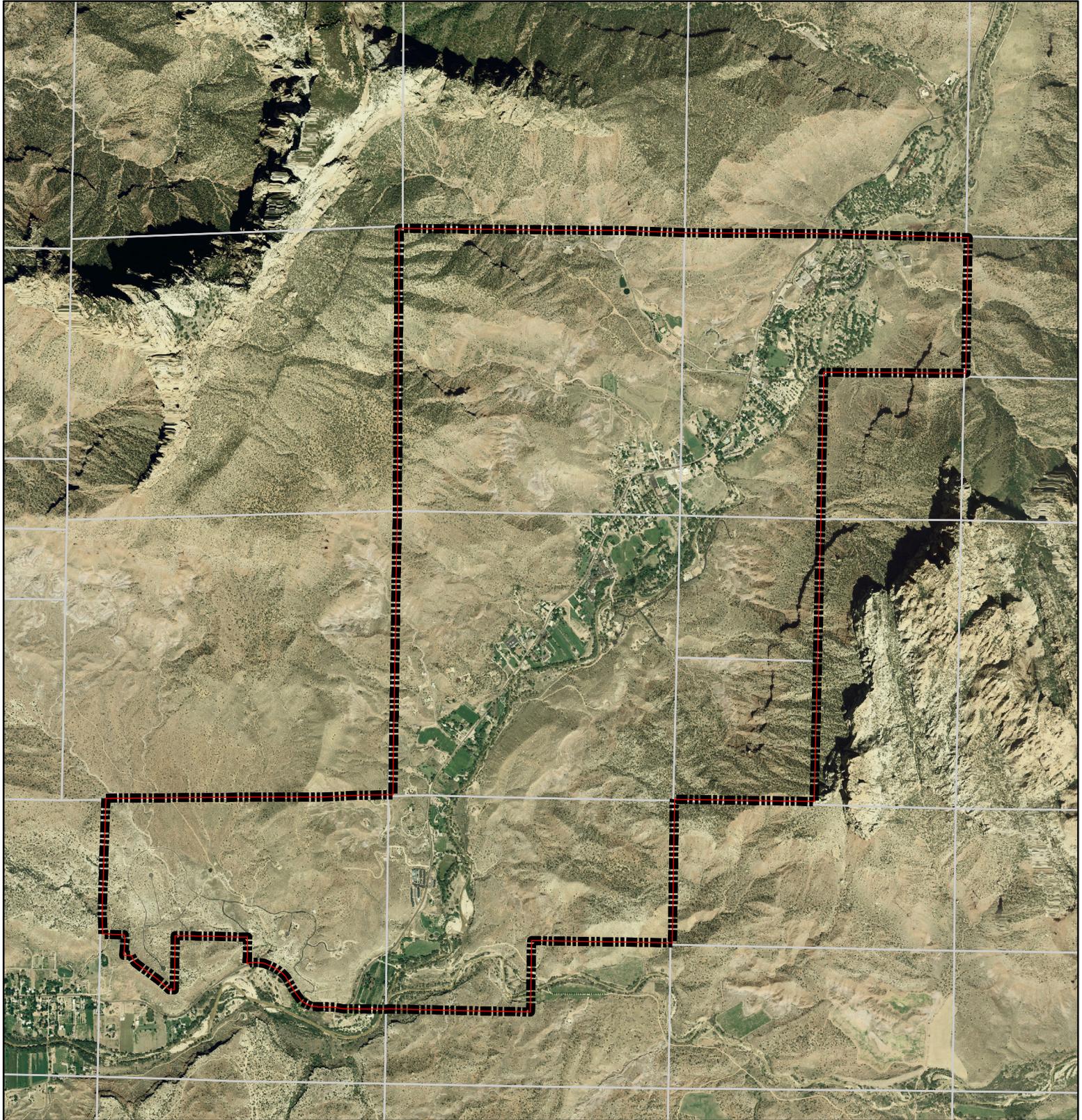
ADOPTED by the Springdale Town Council this 20th day of May, 2020.

Stanley J. Smith, Mayor

ATTEST:

Darci Carlson, Town Clerk

TOWN OF SPRINGDALE FIREWORKS RESTRICTION MAP



Legend

 Fireworks Prohibited in this area

 Springdale Town Boundary



1 inch = 2,500 feet
Updated May 2020



Memorandum

To: Mayor, Town Council
From: Tom Dansie, Director of Community Development
Katy Brown, Deputy Clerk
Date: May 15, 2020
Re: **May 20, 2020 Town Council Meeting**
Pedicab Business Staff Report

Background

In the last regular meeting, the Council directed staff to collect more data on the effects of pedicab operations on a variety of small towns. There were many other municipalities that allowed pedicab businesses who were also located near a busy National Park, or were otherwise highly attractive tourist destinations. The most useful research came from interviews conducted with municipal employees & stakeholders in Estes Park, CO, South Lake Tahoe, CA, and Provincetown, MA. Detailed community profiles and findings are included later in the staff report.

The overall takeaway from the interviews was that, while other communities had safely and successfully regulated pedicab businesses, staff was unable to find a town with the same qualities and characteristics as Springdale. Specifically, staff could not find another example of a town that faced similar constraints of a singular two-lane thruway with no stop signs or traffic lights, which included a bike lane, and that also had to meet the demands of shared access between vehicles, shuttles, cyclists, pedestrians, and on-street paid parking areas.

Council Options

Based on staff's research of other communities and analysis of safety issues, it appears there are both benefits to the community as well as potential safety hazards associated with pedicab businesses¹. The Council needs to make a policy decision whether the benefits outweigh the safety concerns. The Council has the following options:

OPTION A:

Adopt an ordinance that allows pedicab businesses, with regulations to preserve safety and reduce conflicts between pedicabs and other roadway users.

¹ Note that the Council should confine its discussion to the operation of pedicab businesses. Per section 41-6a-1102 of the Utah Code, pedicabs are allowed to legally operate on Utah roads. While the Council can regulate pedicab business operation, the Council cannot prohibit pedicabs that are not operating as a business.

If the Council feels pedicab businesses would be a positive addition to the community, and that the safety concerns associated with pedicab businesses can be mitigated, the Council should direct staff to draft an ordinance that makes specific allowance for pedicab businesses. Staff recommends the ordinance also include regulations intended to preserve the safety of pedicab users and to reduce the potential of conflict with other roadway users. Staff has researched standards that could be included in such an ordinance. They include:

- Licensing and training requirement for pedicab drivers.
- Limitation on the number of pedicabs that can operate in the Town.
- Prohibition on pedicabs utilizing the sidewalk.
- Requirement for pedicabs to contain safety equipment such as hydraulic brakes, seatbelts, lights, turn signals, etc.
- Requirement that pedicabs only cross SR-9 where there is a center turn lane.

OPTION B:

Adopt an ordinance that clarifies pedicab businesses are not allowed.

If the Council determines pedicab businesses are not appropriate in Springdale, the Council should direct staff to create an ordinance that specifically prohibits pedicab businesses. The current ordinance already includes a general prohibition on mobile businesses that applies to pedicab businesses. However, because staff has conducted extensive research and analysis of pedicab businesses it would be appropriate to make a definitive statement in the ordinance prohibiting pedicab businesses. This would provide clarity for future inquiries about pedicab businesses.

STAFF RECOMMENDED CLARIFYING ORDINANCES

Whichever option the Council chooses regarding pedicab businesses, staff recommends the Council direct staff to draft an ordinance revision clarifying the following issues:

- Rental of pedicabs: It is currently legal to rent a pedicab. Although it is unclear if there is a market for pedicab rentals, staff feels a proliferation of pedicabs operated by rental customers who are untrained and inexperienced with pedicab operation could present real safety hazards for the Town. Staff recommends an ordinance that prohibits the rental of pedicabs.
- E-scooter operation. Section 41-6a-1115.1 of the Utah State Code allows municipalities to regulate the operation of e-scooters. To avoid conflicts with pedestrians, staff recommends an ordinance that prohibits e-scooters from operating on the sidewalk. (Note: The Town cannot prohibit e-scooters entirely – see section 41-6a-1115.1(4)).

Community Profiles and Findings

ESTES PARK, CO:

Pop: 6,352

Community Profile – Estes Park is considered the 'base' for visitors to Rocky Mountain National Park which was the third most visited National Park in 2019, just ahead of Zion National Park at #4. There are two small state highways that converge in the center of the town to form the commercial district. Staff at Estes Park municipal offices indicated that the commercial center of town was currently addressing major congestion issues that had grown as Park visitation had increased. Estes Park operated a shuttle system out of the town's Visitor Center which also included a parking garage. They were looking into implementing an on-street parking management program along with coordinating with CDOT for a new one-way traffic 'loop' project.

Informant #1: Bunny Beers, Clerk's Office and Business Licensing

- Colorado law allows pedicabs on roadways and prohibits them on sidewalks. Pedicab businesses are required to complete a business license application and pay a \$50 application fee. No special inspection or training is required. There is only one pedicab driver in town who operates sporadically in the small commercial district during high visitation periods. The operator had indicated that it was a part-time gig and a great way to stay in shape, but that the traffic congestion had been a deterrent at times. Ms. Beers has never received any complaints about pedicab operations in Estes.
- The Commercial district does not have dedicated bike lanes in conjunction with the roadway. It does have intersections with traffic lights/signs, and the pedicab operates as vehicles do in the roadway.
- Although the lone pedicab operation has not presented any known safety issues, Ms. Beers indicated that e-scooter rentals had recently become a burdensome business that prompted the Town to craft a specific ordinance in 2019 to address what they define as 'Micromobility Devices'. (See Estes Park Ordinance 03-19).

Informant #2: Todd Plummer, Estes Park Bicycle Coalition Founding Member and Treasurer

- Mr. Plummer said that the Town had enlisted the Coalition's guidance and input in 2019 when the Micromobility ordinance was drafted. He clarified that, per the adopted ordinance, pedicabs are expressly included in the definition of 'bicycle,' and are allowed and restricted as any other bicycle would be. Mr. Plummer knew the current pedicab operator on a personal basis and there appeared to be a friendly, cooperative relationship between the pedicab operator and the Coalition.

ORDINANCE NO. 03-19

AN ORDINANCE REENACTING CHAPTER 9.18 OF THE MUNICIPAL CODE OF THE TOWN OF ESTES PARK RELATING TO MICROMOBILITY DEVICES

WHEREAS, the Board of Trustees encourages alternative transportation modes that are environmentally friendly, reduce society's dependence on fossil fuels, and encourage more people to complete trips by environmentally-friendly modes of transportation; and

WHEREAS, the Board of Trustees is committed to embracing new transportation and mobility technology and desires to prepare for the safe integration of Electric Mobility Scooters (EMSs) into the Town's transportation system and to ensure that the use of EMSs as alternate modes of transportation contemplated by this ordinance is safe, prudent, and in the best interest of all users; and

WHEREAS, neither state nor municipal law contemplated EMS devices to be used in the emerging manner as a transportation device; and

WHEREAS, the state law currently treats EMSs as "toy vehicles" and, as such, prohibits their operation in bicycle lanes or roadways; and

WHEREAS, EMSs are more akin to bicycles than toy vehicles given the speed at which they travel, and

WHEREAS, Estes Park has a desire to govern the use of EMSs to respect safety and infrastructure and to enact laws and rules that protect and provide guidance to EMS operators, EMS suppliers, law enforcement, city officials, pedestrians, and the general public; and

WHEREAS, the Estes Park Municipal Code does not permit electric assisted bicycles to be operated on bicycle and pedestrian paths; and

WHEREAS, the Colorado General Assembly recently passed House Bill 17-1151, which refines the definition of an Electric Assisted Bicycle and affords such mode of transportation a presumption of allowance on bike and pedestrian paths in the state unless a municipality provides otherwise; and

WHEREAS, the Board of Trustees wishes to implement House Bill 17-1151; and

WHEREAS, the Board of Trustees desires to amend the Town Code to prohibit the rental of MDs without permits issued by the Town; and

WHEREAS, the Board of Trustees of the Town of Estes Park, Colorado has determined that it is in the best interest of the Town to amend certain sections of the Municipal Code of the Town of Estes Park, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO AS FOLLOWS:

Section 1: Chapter 9.18 of the Municipal Code is hereby repealed in its entirety and replaced as forth on Exhibit A.

Section 2: This Ordinance shall take effect and be enforced thirty (30) days after its adoption and publication.

PASSED AND ADOPTED by the Board of Trustees of the Town of Estes Park, Colorado this 12th day of March, 2019.

TOWN OF ESTES PARK

By: _____
Mayor

ATTEST:

Town Clerk

I hereby certify that the above Ordinance was introduced and read at a regular meeting of the Board of Trustees on the _____ day of _____, 2019 and published in a newspaper of general circulation in the Town of Estes Park, Colorado, on the ___ day of _____, 2019, all as required by the Statutes of the State of Colorado.

Town Clerk

EXHIBIT A

Chapter 9.18 Micromobility Devices

9.18.010 Definitions

(a) *Bicycle* means a device propelled by human power upon which any one (1) or more persons may ride and which is composed of one (1) or more wheels. *Bicycle* includes unicycles, tricycles, tandem bicycles, and pedicabs.

(b) *Electric assisted bicycle* means a vehicle having two or three wheels, fully operable pedals, and an electric motor not exceeding seven hundred fifty (750) watts (one horsepower) of power, and conforming to one of three classes as follows:

1) "Class 1 electric assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty (20) miles per hour.

2) "Class 2 electric assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of twenty (20) miles per hour.

3) "Class 3 electric assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight (28) miles per hour.

(c) *Electric mobility scooter (EMS)* means a stand-up scooter with two tandem wheels, designed to transport only one person, and that is powered by an electric propulsion system having a top speed of no more than twenty miles per hour.

(d) *Electronic personal assistive mobility device (EPAMD or segway)* means a self-balancing, two (2) nontandem wheeled device that is designed to transport only one (1) person; solely powered by an electrical propulsion system with an average power of seven hundred fifty watts (one horsepower) with a maximum speed of less than fifteen (15) mph on a paved level surface.

(e) *Micromobility device (MD)* means any small, human or electric-powered transportation solution such as a bicycle, electric assisted bicycle, scooter, EMS, EPAMD, rollerblades, skateboard, or any other small, lightweight vehicle that is being used to move persons for recreational or point-to-point trips within public rights of way or transportation easements

(f) *Multi-use path* means those publicly owned and maintained trails, paths, and rights-of-way not less than 8' wide and designated as trails or paths in the Estes

Valley Master Trails Plan, as amended and on file in the office of the Community Development Director and the Public Works Director.

(g) *Roadway* means that portion of a public road improved, designed, or ordinarily used for vehicular traffic, and exclusive of that portion of a road designed for exclusive use of MDs or pedestrians.

(h) *Rollerblades* means a pair of shoes or boots which have attached wheels and allows the person wearing the boots to propel themselves along a surface. Rollerblades includes roller skates and in-line skates.

(i) *Sidewalk* means the public pedestrian walkway commonly less than 8' wide, generally parallel to and situated within the adjacent public street right of way, and maintained by the adjacent private property owners.

(j) *Skateboard* means a device propelled by human or motorized power upon which any person may ride, which is composed of one (1) or more wheels and upon which is mounted a flat board or surface designed to carry one (1) person.

(k) *Toy vehicle* shall mean any vehicle that has wheels and is not designed for use on public highways or for off-road use. Toy vehicle includes, but is not limited to, gas-powered or electric-powered vehicles commonly known as minibikes, "pocket bikes", kamikaze boards, go-peds, and stand-up scooters except for EMSs as defined in this Chapter. Toy vehicle does not include off-highway vehicles or snowmobiles.

9.18.020 Scope.

The provisions of this Chapter apply to micromobility devices (MDs) whenever an MD is operated upon any public roadway, multi-use path, or sidewalk designated for the use of an MD subject to the regulations contained herein. These regulations do not apply to a toy vehicle, wheelchair, or any ADA Mobility aids/devices designed to assist mobility impaired people who use pedestrian rights-of-way or multi-use paths.

9.18.030 Application of traffic laws.

(a) A person operating an MD on a public roadway is granted all of the rights and is subject to all of the duties applicable to the driver of a vehicle by the traffic rules and regulations of the Town of Estes Park, except as to those provisions which by their nature have no application.

(b) Except as otherwise provided in this Chapter, the operation of MDs in the Town shall be exempt from the provisions of ordinances that pertain exclusively to motorized vehicles in the Town.

(c) For purposes of operation, parking, and equipment, MDs shall be subject to the applicable provisions of Sections 109, 221, and 1412 of the Model Traffic Code;

except where any specific provisions of this Chapter regulate operation and parking of MDs.

9.18.040 Carrying articles.

It is unlawful for a person operating an MD to carry any package, bundle, or article that prevents the operator from keeping full control of the MD at all times.

9.18.050 Riding in bicycle lanes, roadways, and sidewalks.

(a) An MD may be operated in any bicycle lane or in the roadway. If no bicycle lane is available, the MD may be operated on the sidewalk except where restricted by this Chapter.

(b) Persons operating an MD on a sidewalk in accordance with this Chapter may not exceed a speed of six miles per hour and must yield to pedestrians at all times.

(c) Persons operating an MD on a multi-use path in accordance with this Chapter may not exceed a speed of 15 miles per hour and must yield to pedestrians at all times.

(d) It is unlawful for any person to operate an MD on a public roadway, bicycle lane, sidewalk or multi-use path at a speed greater than is reasonable and prudent under the conditions then existing or in excess of the posted speed limit.

(e) This section does not apply to a uniformed Town, state, or federal employee operating an MD while engaged in the discharge of his or her duties or to a police officer operating an MD that is a marked or unmarked official police vehicle, while engaged in the discharge of his or her official duties.

(f) It is unlawful for groups of ten or more persons using MDs to operate as a group within the Town on any public roadway, bike lane, sidewalk, or multi-use path.

9.18.060 Restrictions.

It is unlawful for any person to operate MDs in the following public areas:

(a) The Riverwalk from the east portion of the pedestrian tunnel under US Highway 36 west to the west boundary of Tregent Park.

(b) The Riverwalk from West Riverside Drive south to Piccadilly Square.

(c) All of George Hix Riverside Plaza.

(d) All municipal parking lots and the parking structure (bicycles and electric assisted bicycles excepted).

(e) Performance Park (bicycles and electric assisted bicycles excepted).

(f) Public sidewalks appurtenant to Elkhorn Avenue from 300 East Elkhorn Avenue to and including 200 West Elkhorn Avenue.

(g) Public sidewalks appurtenant to Moraine Avenue from 100 Moraine Avenue to its intersection with Elkhorn Avenue.

(h) The provisions of this Chapter limiting the use of MDs shall not apply to a person with a mobility impairment caused by physical disability that uses the device to enhance that person's mobility.

(i) It shall be unlawful for any parent, guardian, or any adult to authorize, assist, permit, or encourage any minor to operate any MD in violation of the provisions of this Chapter.

(j) It shall be unlawful to operate any toy vehicle on any public roadway. Toy vehicles are permitted on sidewalks and multi-use paths where MD's are allowed under these provisions.

9.18.070 Commercial uses of micromobility devices.

(a) It is unlawful for the owner of an MD to rent the MD to any person in the Town unless the owner of the MD has obtained a business license from the Town in compliance with the Municipal Code. Such rental services shall be operated from a building physically located in the Town on land properly zoned for such rental hub operations.

(b) As a condition of the permit, the permittee shall: maintain the MDs in safe working condition; ensure that all MDs are equipped with operational audible warning devices at all times; require that all MD tour guides are properly trained and/or certified operators; ensure that the MDs are operated in compliance with all applicable law; provide certified helmets for the use of MD renters in compliance with Section 1502(4.5) of the Model Traffic Code, and store the MDs securely indoors on the business property when not in operation by customers/employees.

9.18.080 Administrative Rules.

To allow for safe integration of MDs on Town roadways, sidewalks, and multi-use paths, the Town Administrator may prescribe, adopt, promulgate and enforce reasonable rules that restrict or otherwise limit the time, place or manner of operation or use of MDs.

SOUTH LAKE TAHOE, CA:

Pop: 22,036

Community Profile - SLT is a California resort city on Lake Tahoe in the Sierra Nevada mountains. Nevada gaming establishments brought an influx of tourism in the 1950's and the 1960 Winter Olympics in Squaw Valley boosted the ski industry. It is served by one major East-West roadway, Hwy 50. The East end of the city is the commercial cluster that is geared toward tourism with boutique shops, restaurants, hotels, and the Heavenly Mountain resort.

Informant #1: Dan Brown, South Lake Tahoe Community Service Officer

- Mr. Brown knew of only one pedicab operator in the city. He was unsure of exact regulations and enforcement strategies, but he believed that pedicab operators could solicit business on any road or side street. They were prohibited from operating on the main Hwy 50.

Informant #2: Paula Fleming, South Lake Tahoe Community Service Officer

- South Lake Tahoe crafted an ordinance in 2016 that specifically addressed pedicabs (See attached). Ms. Fleming confirmed that in her three years at the agency, she had only seen one pedicab applicant. At one time, pedicab businesses were required to obtain a business license and a permit from the police department which included a background check. The PD permit requirement had since been removed and she assumed it was because of a lack of interest since there had only been one applicant.

Informant #3: Ed, Tahoe Bike Company Owner

- Rather than employing dedicated pedicab drivers, Ed's bike shop rented what he called 'surreys' (aka quadricycles) to visitors for day use. Surrey rentals did not require the user to have any training or qualifications, and customers were allowed to travel on any road they pleased, with the exception of Hwy 50.
- Ed was particularly animated about the nuisance created by an influx of e-scooter rentals in town. He refused to rent them in his shop. They were currently unregulated and were being left strewn all over town, presenting safety issues in addition to being unsightly. He hoped that the city would address the issue in the future via stringent regulations.



STAFF REPORT
CITY COUNCIL MEETING OF NOVEMBER 15, 2016

TO: Nancy Kerry, City Manager
FROM: Amy Poole, Lead CSO
RE: An Ordinance of the City Council of the City of South Lake Tahoe adding Chapter 4.170 to the City Code to Provide Operational and Permitting Guidelines for Pedicabs.

RECOMMENDATION:

Hear Staff Report; Receive Public Input; Waive First Reading (and read by title only); and Refer to Second Reading and Adoption at the December 13, 2016 Council Meeting.

BACKGROUND:

The City of South Lake Tahoe's City Code is silent on Pedicabs and the operation of them inside the City limits. A Pedicab is defined in Section 467.5 of the State Vehicle Code to include any 4-wheeled device that is primarily or exclusively pedal-powered; has a seating capacity for 8 or more passengers; cannot travel in excess of 15 miles per hour; and, is being used for transporting passengers for hire. The City Code being presented provides details on what is required in order to operate a pedicab in South Lake Tahoe.

ISSUE AND DISCUSSION:

State Senate Bill 530, which passed into law and became effective January 2016, amends section 467.5 of the State Vehicle Code's definition of a "pedicab" to include any 4-wheeled device that is primarily or exclusively pedal-powered; has a seating capacity for 8 or more passengers; cannot travel in excess of 15 miles per hour; and, is being used for transporting passengers for hire. The bill requires local ordinance or resolution adoption for a pedicab to operate. Local authority may impose more stringent operation or equipment requirements.

The legislation imposes specified requirements on pedicab operations, including, but not limited to:

- A maximum seating capacity for 15 passengers
- Local authorization to operate
- Operator qualifications and training
- Safety equipment, inspections, financial responsibility
- Reporting of accidents to the Department of the California Highway Patrol
- The loading and unloading of passengers
- General operation

The proposed Ordinance will define what a pedicab is, and set owner and operator permit regulations. The ordinance will also provide guidelines for operating a pedicab within South Lake Tahoe's City limits to include operating in adverse weather conditions and locations where a pedicab is permitted or not permitted to operate. The Ordinance also lists conditions where the Chief of Police has the ability to deny, suspend, modify or revoke a pedicab owner or driver permit. (Attachment B)

The bill allows for the consumption of alcohol by passengers, if allowed by local agencies, but this Ordinance will not allow consumption of alcohol on any pedicab while in motion, standing, parked, operable or inoperable.

CITY COUNCIL WORKPLAN:

The adoption of this Ordinance falls in line with the goals of the City Council to promote tourism within the City, while also focusing on safety for all involved.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The Ordinances provides for the implementation of a fee to cover the cost of permitting and inspecting the pedicabs. The fee will be \$204.00 for a new permit and \$68 to renew a permit.

The South Lake Tahoe Police Department and Community Service Office will be the primary departments tasked with enforcing this Ordinance. The Community Service Officers will utilize the administrative citation process (SLTCC 2.30) to address violations.

Attachment 1

By:



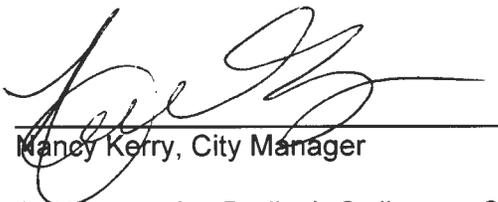
Amy Poole, Lead CSO

Concurrence:



Brian Uhler, Chief of Police

Reviewed and Approved by:



Nancy Kerry, City Manager

Attachment A – Pedicab Ordinance Chapter 4.170
Attachment B – General Pedicab Operations

ATTACHMENT

A

Chapter 4.170

PEDICAB ORDINANCE

- 4.170.010 Definitions.
- 4.170.020 Owner Permit Required.
- 4.170.030 Application for Pedicab Owner Permit.
- 4.170.040 Driver Permit Required.
- 4.170.050 Application for Pedicab Driver Permit.
- 4.170.060 Pedicab Permit Fee.
- 4.170.070 Duration of Pedicab Permits.
- 4.170.080 General Pedicab Operation.
- 4.170.090 Denial, Suspensions, Modification and Revocation of Pedicab Permits; Appeals

4.170.010 Definitions.

“Pedicab” means:

1. A bicycle (as defined in California Vehicle Code Section 231) that has three or more wheels, that transports, or is capable of transporting, passengers on seats attached to the bicycle, that is operated by an individual, and that is used for transporting passengers for receipt of any form of consideration; or
2. A bicycle (as defined in California Vehicle Code Section 231), with a single unarticulated frame, that pulls a sidecar or similar device that transports, or is capable of transporting, passengers on seats attached to the sidecar or similar device, that is operated by an individual, and that is used for transporting passengers for receipt of any form of consideration.

4.170.020 Owner Permit Required.

It is unlawful for any person to operate or drive a pedicab, or allow or permit a pedicab to be driven or operated, within the city unless the owner of said pedicab has a valid pedicab owner permit. Pedicab owner permits are the property of the city and are not transferable to any other person.

4.170.030 Application for Pedicab Owner Permit.

The pedicab owner permit application shall be in a form prescribed by the Chief of Police or his/her designee. Each applicant for a pedicab owner permit shall provide all information provided in the application form for the application to be deemed complete. Upon submission of an application, and for the duration of the term of a pedicab permit, the pedicab owner permittee shall maintain in full force and effect minimum liability insurance policies as set forth in the pedicab permit application.

4.170.040 Driver Permit Required.

It is unlawful for any person to drive or operate a pedicab within the city without having a valid pedicab driver permit. Pedicab driver permits are the property of the city and are not transferable to any other person.

4.170.050 Application for Pedicab Driver Permit.

The pedicab driver permit application shall be in a form prescribed by the Chief of Police or his/her designee. Each applicant for a pedicab driver permit shall provide all information provided in the application form for the application to be deemed complete. Upon submission of an application, and for the duration of the term of a pedicab driver permit, the pedicab driver permittee shall maintain in full force and effect minimum liability insurance policies as set forth in the pedicab permit application.

4.170.060 Pedicab permit fee.

The city shall charge an annual nonrefundable fee to recover the cost of activities associated with the administration, regulation and issuance of pedicab owner and pedicab driver permits as may from time to

time be determined by the City Council. Said fee shall be set forth by separate resolution of the City Council.

4.170.070 Duration of pedicab permits.

All pedicab permit shall be valid for a period of one year from the date of issuance. Pedicab permits shall be renewable annually upon the filing and approval of a new application and payment of the annual pedicab owner and/or driver permit fee.

4.170.080 General Pedicab Operation.

A. All pedicabs shall be operated according to the provisions of this chapter, the applicable provisions of the California Vehicle Code and the South Lake Tahoe Code, and all other applicable state and federal laws.

B. No pedicab shall be operated in weather conditions that pose an unreasonable safety risk to the drivers or passengers of the pedicab, or to the other motorists or pedestrians.

C. Every pedicab operating under this chapter may be inspected by the Chief of Police or his/her designee at such intervals as may be established by the Chief of Police to insure the continued maintenance of safe operating conditions.

D. The Chief of Police shall promulgate rules and restrictions regarding the times when and locations where pedicabs may be drive and operated within the City, as well as the location of any pedicab stand used for pick-up and drop-off of passengers, the appearance and maintenance of pedicabs and pedicab drivers, and other matters pertaining to the operation of pedicabs. Such rules and restrictions shall be adopted by separate resolution of the City Council.

E. Alcohol shall not be consumed on any pedicab while it is in motion, standing, parked, operable, or inoperable.

4.170.090 Denial, Suspensions, Modification and Revocation of Pedicab Permits; Appeals

A. The Chief of Police or his/her designee may deny, suspend, modify or revoke a pedicab owner or driver permit if an applicant for such permit or a permittee:

1. Fails to comply with the requirements of this chapter
2. Misrepresents facts relevant to the fitness of the applicant
3. Is currently required to register pursuant to California Penal Code section 290
4. Has been convicted of a crime involving moral turpitude or narcotics, or
5. Has been convicted of any vehicle related crimes, misdemeanors or infractions.

B. Where the City has denied, suspended, modified, or revoked a pedicab owner or driver permit, the applicant for such permit or the permittee shall have the right to appeal said denial, suspension, modification or revocation of his/her permit. Appeal procedures for said appeals are set forth separately in the City Code.

ATTACHMENT

B

4.170.080 (D) **General Pedicab Operations**

As per the listed ordinance, the Chief of Police designates the following as it pertains to the operation of Pedicabs;

Routes that Pedicabs may operate:

- 1) The neighborhood known as "Al Tahoe" to include Lakeview Commons and Reagan Beach.
- 2) Stateline area defined by Stateline Ave, Lakeshore Blvd, Park Ave/Heavenly Village Way and Montreal Ave/Upper Lake Parkway. Pedicabs may only cross Lake Tahoe Blvd at Park Ave and Heavenly Village Way.
- 3) Pedicabs may not operate on Lake Tahoe Blvd except to cross at designated area(s).
- 4) Bicycle path along Eloise Ave from the parking lot of TJ Maxx (2015 Lake Tahoe Blvd) to the north city limits.

Pickup/Drop Off locations and Pedicab Stands:

- 1) Lakeview Commons to include the parking lot for Lakeview Commons and boat launch
- 2) Reagan Beach
- 3) Lakeshore Ave
- 4) Heavenly Village Parking lot (4018 Lake Tahoe Blvd) with written permission from property owner.
- 5) Belamy Ave
- 6) Van Sickle Park
- 7) TJ Maxx parking lot (2015 Lake Tahoe Blvd) with written permission from property owner.

Hours of Operation:

- 1) Pedicabs may operate during daylight hours as defined by the California Vehicle Code.
 - a. One half hour before sunrise and one half hour before sunset

Appearance/Maintenance of Pedicab and Pedicab driver:

- 1) Pedicabs shall be inspected by a qualified bicycle repair shop for operation of and condition of brakes, tires and steering mechanisms.
- 2) Pedicab driver's shall wear a shirt or name tag that identifies the business name and the name of the driver.

PROVINCETOWN, MA

Pop: 2,994

Community Profile: Positioned at the Northern tip of Cape Cod, Provincetown, or “P-town” is a coastal resort town and the site of the 1620 Mayflower landing. With only 3,000 permanent residents, it sees summer visitation increase to 60,000. Known for its beaches, harbor, and artist community, P-Town is rich with art galleries, restaurants, nightclubs, boutique shops, and outwardly welcoming to the LGBTQ community. 73% of the Town’s land area is owned by the NPS which operates Cape Cod National Seashore.

Informant #1: Linda Fiorella, Provincetown Licensing Agent

- Provincetown’s main street, “Commercial Street,” is a one-way road that runs the length of town from East to West. Modes of travel on Commercial Street include cars, trolleys, taxis, bicycles, pedicabs, and pedestrians. Ms. Fiorella reported that they ‘rarely have accidents’ as most people navigate very slowly on Commercial Street. However, bicyclists (not pedicabs) are an exception in that they are allowed to go both ways on the one-way street and therefore have presented conflicts with other travelers.
- Ms. Fiorella had not received any specific complaints about pedicab drivers. She had some concerns that their ordinances lacked clarity on the maximum number of pedicab operators that could be on the roadway at a time after seeing a recent increase in operator license applications.

Additional Research – Planning Commission Discussion

In their April regular meeting, the Planning Commission expressed a desire to provide feedback to the Council and staff regarding pedicab businesses in Springdale. Although the matter did not fall under the Land Use title, the Commission felt that any decisions regarding pedicabs could potentially have impacts on their discussions surrounding streetscape enhancement concepts.

There was consensus among Commissioners on a few items listed below:

- Pedicabs presented many safety concerns for all other modes of travel. Of particular concern was the stretch of path between the Majestic View Lodge and the point in Town where the dedicated bicycle lane begins. That multi-use path already accommodated a variety of travelers (e.g.; bicycles, joggers/walkers, strollers, dogs on leash), and introducing pedicabs would present further conflicts. The busy bend near Sol Foods was also a common thread of concern for the Commissioners in terms of congestion with the addition of pedicabs.
- With an existing shuttle transit system, many of the Commissioners expressed that they did not see a pressing need for an alternate form of transportation.
- Some members worried about the perception of introducing an ordinance solely to accommodate one business type or business owner.

The Commission generally did not support the concept of pedicabs or pedicab businesses in Springdale.

Additional Research – Meeting with Pedicab Operator

Members of the staff, joined by Mayor Stan Smith and Council member Suzanne Elger, conducted a Zoom meeting with pedicab operator Caleb Nelson and his father Steve Nelson to gain the perspective of pedicab businesses from an operational standpoint. Caleb has been operating his pedicab business in Cedar City for three years. Staff has included a few summary points from the discussion below:

Caleb stated that Utah state law included pedicabs in the definition of bicycles and allowed them on roadways. He thought Springdale's newly added bike lanes offered the perfect opportunity for pedicabs to operate without impeding the flow of traffic in the vehicle lane. His pedicabs were equipped with illuminated turn signals in the event it became necessary to enter the roadway for left turns. He did not intend to have a large fleet and hoped that he could employ a few members of the Community as operators.

- Ms. Elger didn't see any unmet needs facing Springdale that pedicabs businesses would fulfill. She was unsure there was a pressing need for pedicabs. She felt that a shuttle system for in-town travel was sufficient.
- Caleb felt that offering an additional mode of travel would only enhance the visitor experience. He said that there likely wasn't a pressing need for restaurants either, but adding another restaurant certainly wouldn't detract from the visitor experience.

Chief Brecke restated his concerns from a public safety standpoint. With multiple methods of travel sharing one roadway, along with the low situational awareness he had observed from awe-inspired visitors, he was not convinced that mitigation of safety concerns was an option.

- Steve had conducted extensive research on pedicab accident occurrences prior to Caleb starting the business in Cedar City and had found very few instances. He would never consider sending his son and friends into the roadway if he felt there was a chance of an accident or safety hazard. He floated the idea of a pedicab pilot program that would allow all parties to observe the pros and cons of the operation.

Caleb and Steve thanked Town staff and the Council for considering the allowance of pedicab businesses and wished them well on their continued discussions.



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: May 15, 2020
Re: **May 20, 2020 Town Council Meeting**
Conditional Use Permit: Transient Lodging Facility – 198 Zion Park Boulevard, Dennis Brooks

Overview

Dennis Brooks has requested approval of a conditional use permit for a transient lodging facility at 198 Zion Park Boulevard in a new structure to the rear of the Thai Sapa restaurant. The property is located in the Village Commercial (VC) zone. The transient lodging facility will be a short-term rental consisting of one transient lodging unit.

The transient lodging facility is proposed to occupy the second story of a recently constructed building to the rear of the parking area for the property. The new building contains an office space on the first floor and a residential unit on the second floor. The residential unit is now being proposed to be used as a transient lodging unit.

The Planning Commission reviewed this proposal in their February and March meetings. After exploring concerns related to geologic hazards at the site the Commission recommended approval of the CUP.

Applicable Ordinances

The Council should review the following code chapters or sections:

1. Chapter 10-11B: Village Commercial Zone
2. Chapter 10-3A: Conditional Uses

Staff Analysis

The Town Code contains general and specific standards to evaluate all conditional use permit requests. If the proposal complies, or can be made to comply through the imposition of reasonable conditions, to the established standards the town must approve the conditional use permit. If the request cannot comply with established standards the town should deny the conditional use permit.

The Planning Commission has determined the proposed transient lodging facility will comply with the standards in the ordinance, as documented below.

Conditional Use Permit General Standards

There are six general standards with which all conditional permit requests must comply (see section 10-3A-4). Analysis of the applicant’s request with respect to these standards follows:

Standard	Proposal	Comments
<i>The proposed use shall comply with all applicable land use standards</i>	TLU's are only allowed in the VC and CC zone The proposed property is in the VC zone. Parking: currently contains 16 spaces, must have a minimum of 16 spaces for restaurant and apartment.	In compliance.
<i>The proposed use shall not unreasonably interfere with the lawful use of surrounding properties.</i>	The proposed use is in a commercial area. There are transient lodging facilities on all of the nearby developed properties.	The addition of an additional lodging unit on the subject property is not likely to unreasonably interfere with the uses of surrounding properties
<i>The proposed use shall not create a need for essential municipal services which cannot be reasonably met within three (3) months and the party seeking the conditional use is willing and able to contribute to the cost of said services.</i>	The proposed use will not create a need for municipal services that cannot be currently handled.	In compliance.
<i>The proposed use shall not emit excessive noise, or noxious odors, and shall not otherwise adversely impact the quality of air or water.</i> <i>1. If located either in or less than one hundred feet (100') from a residential zone, the proposed use shall not create loud noise that is sustained for more than one minute and is perceptible on a residentially zoned property after the hour of eleven o'clock (11:00) P.M. or before the hour of seven o'clock (7:00) A.M.</i>	The property is adjacent to residentially zoned properties.	The Council may wish to impose a condition of approval that requires the transient lodging facility to avoid making loud noises between the hours of 11:00 PM and 7:00 AM.
<i>If located immediately adjacent to a residential zone, the proposed use shall provide a screening fence or wall at least six feet (6') in height along the common boundary between the proposed use and the residential zone.</i>	The property adjacent to the north of the proposed use is zoned Foothill Residential	The FR zoned property immediately north of the property contains steep slopes that are part of the Springdale Landslide. These steep slopes have no development potential. There will never be a residential use on this property that would benefit

		from a screen fence. Further, building a screen fence on the steep slopes may be difficult and unwise. The Planning Commission did not require a fence on the boundary to the FR zoned adjacent parcel.
<i>If the proposed use is projected to generate more than ten (10) vehicular trips per day, the use must be located on a dedicated public street.</i>	The proposed transient lodging facility is located on Zion Park Boulevard, a dedicated public street.	In compliance.

Conditional Use Permit Specific Standards

There are three specific standards with which all transient lodging facilities must comply (see section 10-3A-5(E)(15)). Analysis of the applicant's request with respect to these standards follows:

Standard	Proposal	Comments
<i>Access and entrances to guest rooms (including rear patios and balconies) must be placed and oriented to have as minimal an impact on surrounding properties as possible.</i>	All entrances and accesses into the proposed vacation rental are located and oriented in such a way that they will not have a noticeable impact on surrounding properties.	In compliance.
<i>Outdoor gathering areas (pools, patios, courtyards, etc.) located such that they will not cause</i>	The plans for the approved building do not contain any outdoor gathering areas.	In compliance.

<i>unreasonable increases in noise, lighting or other impacts on surrounding residentially zoned property.</i>		
<i>Outdoor lighting must be designed such that no light source is visible beyond the property boundaries. All exterior lights must use full cut off fixtures.</i>	As shown on the approved DDR plans, all lighting associated with the proposed use will meet this standard.	In compliance.

Public Comment

Staff has not received any public comment on this proposal.

Planning Commission Recommendation

The Planning Commission found the proposal to meet all the requirements for a conditional use permit. However, the Commission was concerned about the risk of geologic hazard on the site. Section 10-11B-12(A) of the Town Code states:

“Construction of permanent structures shall not be permitted, erected, established or performed in such a manner as to place real or personal property and/or individuals at unreasonable risk of harm or injury from natural, geographic or topographic hazards such as landslides, floods or excessive soil erosion.”

During the review of previous applications on this property the Commission expressed concern over the natural hazards associated with the Springdale landslide, steep slopes, rockfall, and flooding. Previous approvals were granted only after careful analysis of the hazards on the site, as well as site improvements intended to reduce the risks associated with these hazards. The Commission allowed previous development on this parcel notwithstanding the natural hazards because the property owner proposed site improvements designed to reduce risk from the hazards. Further, the owner represented that the building would be occupied either by his family or his employees who (the Commission reasoned) should be well aware of the risks associated with the structure and made a decision to occupy the structure with knowledge of the risks. The Commission was concerned about guests who were not aware of the geologic hazard occupy the structure, ignorant of the potential risks.

After lengthy review and analysis, the Commission determined that the proposal complied with the specific language in the Town Code. Although the Commission remained concerned about the risk of geologic hazard, they found no backing in the Town Code to support anything by approval of the conditional use permit.

The Commission recommended approval of the conditional use permit on a 4-1 vote, with Commissioner Pitti voting “no.” (Commissioner Pitti clarified that his vote was not a vote against the project per se, it was rather a message to the Council about the Commission’s frustration with being placed in a position to approve a development they were not comfortable with.)

PLANNING COMMISSION MEETING MINUTES – MARCH 18, 2020

1. Conditional Use Permit, continued from February 19, 2020: Request to use a newly constructed housing unit behind Thai Sapa as a transient lodging unit at 198 Zion Park Boulevard – Dennis Brooks: The Planning Commission reviewed this request in their February meeting. They found the proposed unit met ordinance standards with the potential exception the use complied with all applicable land use standards. In particular, the Commission pointed to section 10-11B-12A prohibiting the construction of structures which would place people or property at unreasonable risk of natural or geologic hazards. The Commission felt renters unfamiliar with this location may be placed at unreasonable risk since they did not have prior knowledge of the hazards associated with the structure.

- Because of this, the Commission contemplated imposing a condition that would require the applicant to somehow notify potential renters of the geologic hazards associated with the property.
- The Town attorney provided a legal opinion addressing how such a condition could be structured and the associated issues. This legal guidance was distributed to the Commission before the meeting.

The Planning Commission held a public hearing during their February regular meeting.

Mr. Burns said the geologic hazards in this area were well documented and therefore justified a legal opinion. His interpretation was that the ordinance, as currently written, would not allow for the type of condition the Commission wanted.

- Mr. Young agreed and said this type of condition was likely legal but that the ordinance language would have to be more specific. He recalled this was the only item holding up a recommendation to approve since all other standards complied.

Ms. Bruno asked if the Commission could recommend denial based on their own belief of the geologic hazards.

- Mr. Dansie explained the attorney provided a legal analysis which was not binding. If the Commission recommended denial it would need to include specific findings to support why the proposal did not meet standards established in the ordinance.
- Mr. Pitti said the finding was connected to language in the report that indicated there was a high probability of putting people in danger. In good conscience he could not do that, adding the Commission should not have approved the new building to be built.

Mr. Burns said the Commission had a responsibility to enforce and interpret the ordinance as currently written; however, this pointed to the need to revisit the ordinance in the future.

- Mr. Young shared the frustration. He agreed there was a danger but said Town Code did not give the discretion to impose this condition. Mr. Young reiterated the need to work on the ordinance in the future.

Ms. Bruno referenced the staff report, which read *'At that time the Commission determined the construction could proceed because the proposed use of the building was an office and long-term residential occupancy by the owner or owner's employees. The Commission felt the owner was aware of the risks presented by the natural hazards and had made the choice to move forward...'*. Because of this, Ms. Bruno felt the Commission did have a 'leg to stand on' to deny. If the action was an administrative matter, then all the other standards had been met. Ms. Bruno also noted no condition was placed on the initial approval prohibiting the building from being used for another use.

- Mr. Young added without a finding of 'unreasonable risk' in the geologic reports, the risk did not meet the bar of the ordinance.
- Mr. Burns added the reports indicated geologic activity was predictable but it was difficult to know when.

Cody (Sean) Brooks was in attendance representing Dennis Brooks. He commented that they would not have built the building if it were unsafe for renters, family members or seasonal workers. Mr. Brooks said there was a possibility of something happening on any property in the canyon. If they were required to add something in the description stating dangers, he contended the same should be required of the new coffee shop (drink shack) being constructed in a nearby parking lot.

- Mr. Burns said it was important to recognize there was a major earthquake in 1992 and the building was constructed at the toe of an active slope. The toe was still moving and geologic reports documented the risk

and probability of movement. Because of this, Mr. Burns refuted the thought the risk level on this site was the same as anywhere in Springdale.

- Mr. Brooks said when the building was built, they took measures to address the soil.
- Mr. Burns was sure the property owner recognized the legal liability. The risk was well documented and if anything did happen, the risk fell to the property owner not the Town.

If the condition was imposed, Mr. Pitti understood the Town could not enforce it. He said it was unfortunate the ordinance did not support what the Commission wanted to do.

Mr. Pitti asked if the building needed a sprinkler system.

- Mr. Dansie said this requirement was determined by the Fire District. There were a number of criteria such as number of occupants and types of uses.

Motion made by Tyler Young that the Conditional Use Permit for 198 Zion Park Boulevard to use the newly constructed housing unit behind Thai Sapa as a transient lodging unit be recommended for approved because it meets all applicable criteria under the Town Code. Seconded by Jack Burns.

Young: Aye

Burns: Aye

Bruno: Aye

Pitti: No

Motion passed.

Mr. Pitti explained his vote. Although happy with the motion, he wanted to send a message to the Council that the Planning Commission was completely torn by their decision. The other Commissioners agreed.

- Mr. Burns said the Planning Commission should not be put in a position of feeling guilty by making a recommendation. He felt this was indicative of an ordinance that needed work.

Although the Accessory Dwelling Unit (ADU) item was not on the agenda tonight, Mr. Pitti wanted Commissioners to remember this application when it was discussed. He said this was an example of something that came in as one thing (an ADU/employee housing/monthly unit), then changed into something else (nightly rental).

Mr. Burns struggled with Commissioners being presented one thing on a property, then, after time, being presented with something different on the same property.

- Mr. Dansie said this was a good learning experience. In the future when an application was considered, it should be analyzed in terms of all development potential the ordinance allowed.
- Mr. Pitti agreed the Commission should think more globally about what could happen on a property and understand how all uses could play out on a broader scale.

The Town investigated a geologic hazards ordinance a few years ago. If adopted, Mr. Dansie indicated it would have provided the 'teeth' the Commission needed to make the recommendation they wanted. If the Commission felt this was a priority, the draft could be brought back for consideration. The Planning Commissioners all felt it was important.

- During the public hearing for the geologic hazard ordinance, Mr. Dansie indicated public opposition was overwhelming. Therefore, if the Commission wanted to discuss this issue again, they should include community outreach, information and education so concerns expressed previously could be addressed.

Although the property and development discussed tonight had all the issues the Planning Commission was concerned with, Mr. Young wanted to express it was not being prejudiced.

RECEIVED

JAN 29 2020



TOWN OF SPRINGDALE

TOWN OF SPRINGDALE

By [Signature] #1224 \$400

118 Lion Blvd PO Box 187 Springdale UT 84767 435-772-3434 fax 435-772-3952

APPLICATION FOR CONDITIONAL USE

FOR OFFICIAL USE ONLY	File # _____
Brief Description of Project: _____	
Application Date: _____	Completed File Date: _____ Review Date: _____
Notes: _____	
Authorization: _____	Revised 02/05

Application is hereby made to the Planning Commission and Town Council of Springdale, Utah for a Conditional Use Permit pursuant to Chapter 10-3A of the Springdale Town Code for the following:

APPLICANT INFORMATION:

Name: Dennis Brooks
 Street: [Redacted]
 Address: [Redacted]
 Mailing Address: [Redacted]
 Email Address: frankgapa's@yahoo.com
 Phones (Home) _____ (Cell [Redacted]) (Fax) _____ (Business) _____

SITE INFORMATION

Project Address: 198 Zion Park Blvd
 Tax Code Number: _____ Zone: Village Comm.

APPLICATION FEE

Non-refundable fee of \$400.00 must be paid to the Town at the time this application is filed.

CONDITIONAL USE DESCRIPTION

Please describe the nature of the Conditional Use request: I would like to occasionally rent my apartment as a nightly rental

REQUIRED INFORMATION

The following items must be submitted before the conditional use request will be scheduled for public hearing:

- A. A copy of the surveyed legal description of the property in question.
- B. A statement certifying that the applicant is the legal owner of the property in question, or a letter from the legal owner certifying that the applicant is authorized to apply for the variance and represent the owner.
- C. Plats, plans or drawings drawn to scale showing the location and dimensions of all buildings and structures, streets, vehicle circulation patterns, parking, landscape and open space areas, signs or other information as appropriate to the application. Elevation plans shall be of sufficient detail to indicate the type and color of building materials, and shall indicate materials to be employed and methods of screening provided. Preliminary landscape and irrigation plans which incorporate the landscaping requirements of this title shall be included in the submitted plans
- D. Plans and/or preliminary report describing the proposed provisions for storm drainage, sewage disposal and other public improvements and utilities.

ADDITIONAL INFORMATION

Please provide an estimate of the following:

Description of all contiguous uses In a separate space below apartment is my office, storage room and bathroom/laundry.

Projected daily visitation figures for the use 2

Anticipated number of employees 0

Gross area to be occupied by the use 425 Sq ft

Anticipated water usage (gallons/ day) 460 g/d

Description of wastes and by-products generated by the use some sewage, garbage and recyclables...

APPLICANT CERTIFICATION

I certify that the information contained in this application is true and correct.

Printed Name: Dennis Brooks

Signature: 

Date: 1/29/20

Ownership Statement

The property at 198 Zion Park Blvd. in Springdale, UT is owned by Tung's LLC, which is solely owned by myself, Dennis Brooks.



1/29/20

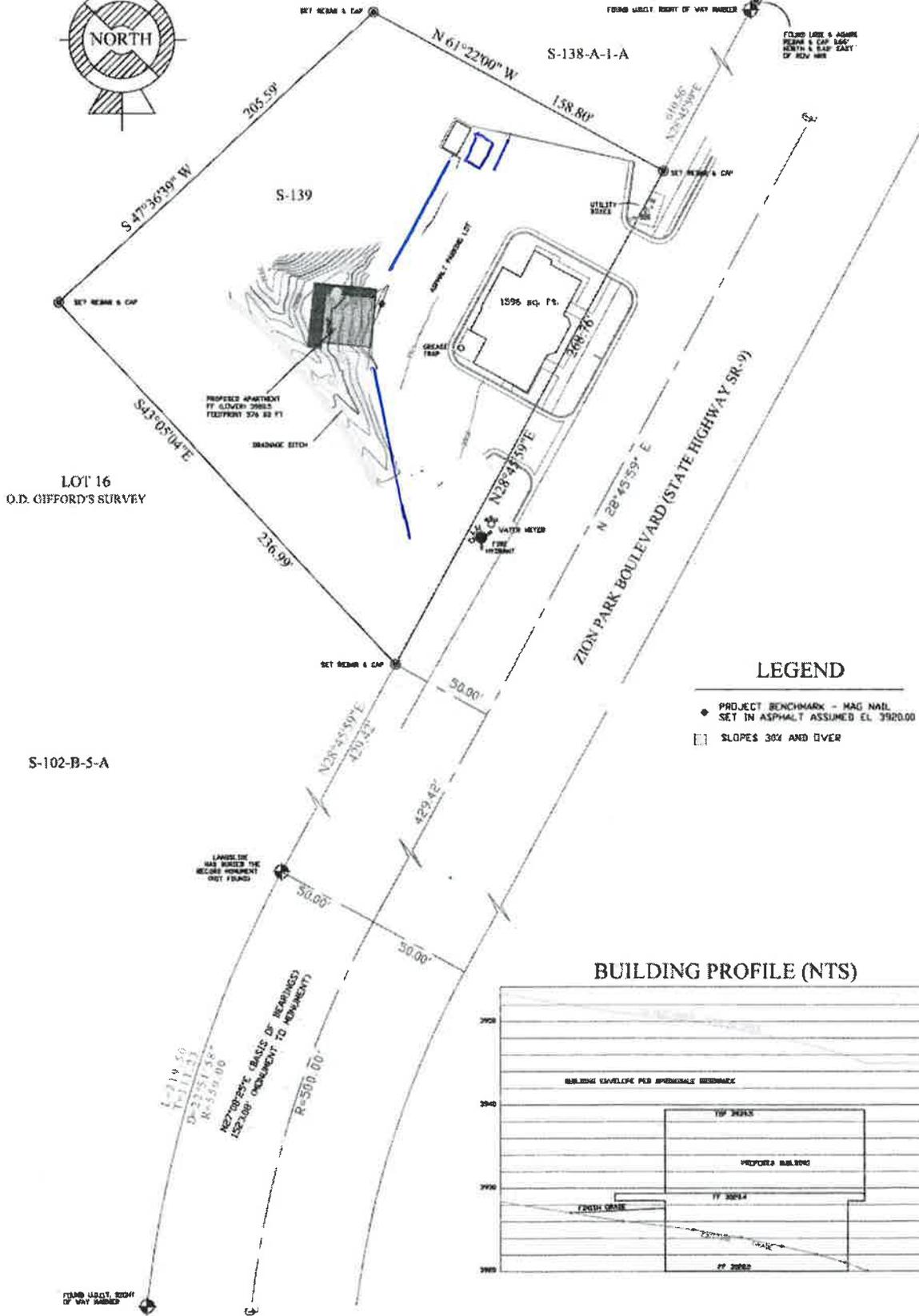
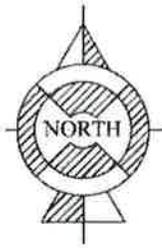
Notes:

Re: C. of the application. The parking lines have not been drawn yet as I am waiting for warmer weather for painting. There have been four spaces added onto our existing parking lot as the lot was redone and enlarged. Two of the spaces are earmarked for the apartment. The vehicle circulation remains as previously, clockwise.

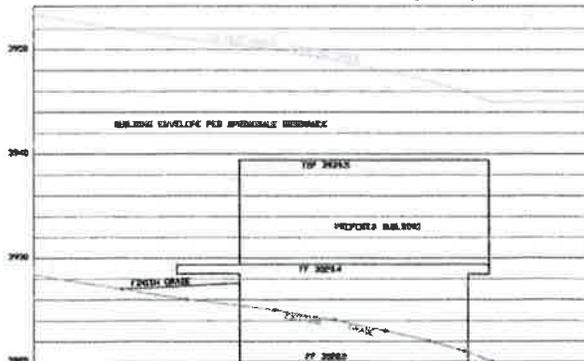
The preexisting irrigation system has been removed and areas affected by construction are in the process of being xeriscaped with native and drought tolerant shrubs and flowers.

Re: D. of the application. The apartment has already been given a 'CO' so that nothing new has been added, or will be added. Utilities, improvements, sewage disposal and storm drainage were approved as well according to the aforementioned 'CO'. Therefore, there are no proposed revisions to report.

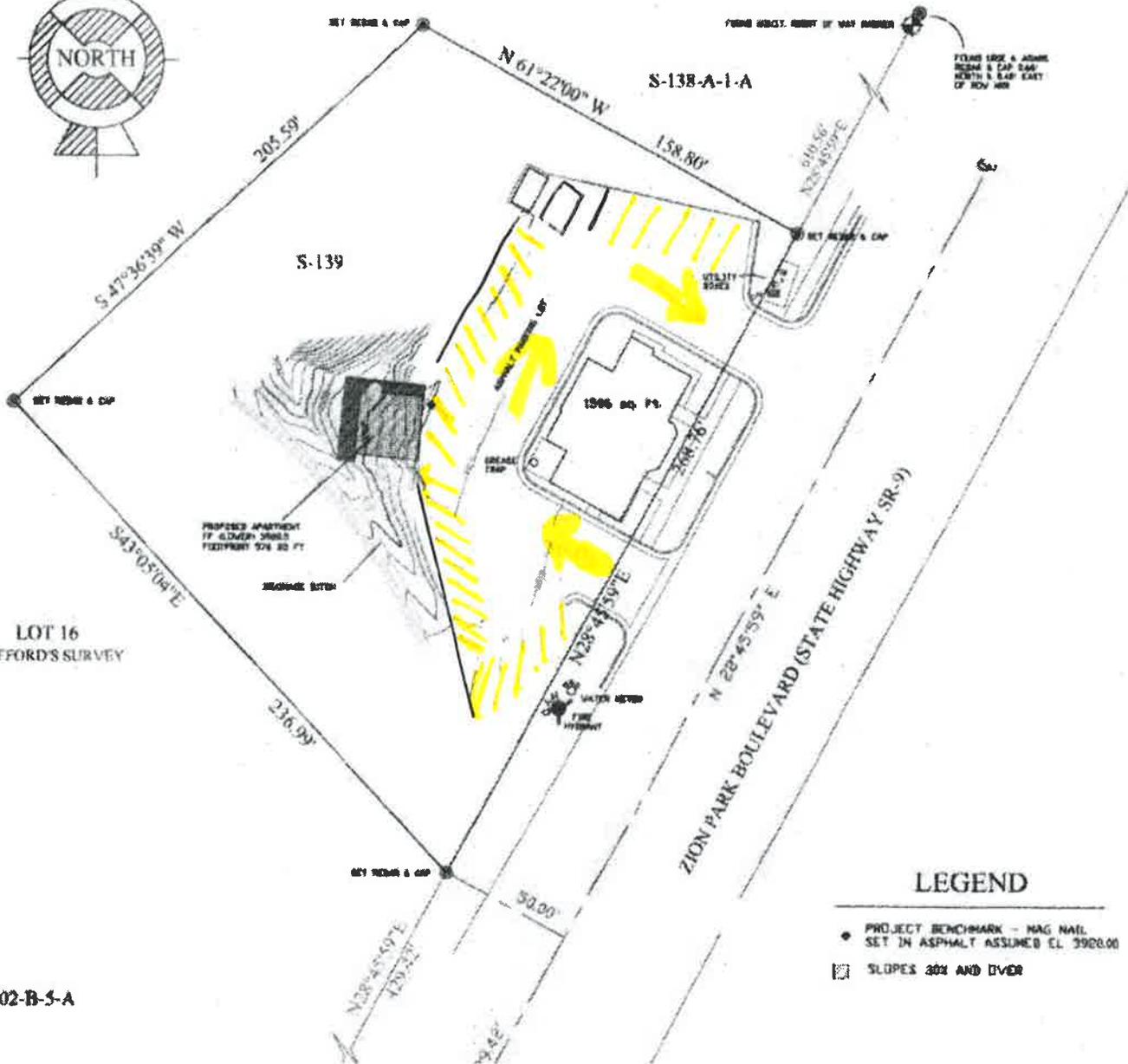
SITE PLAN

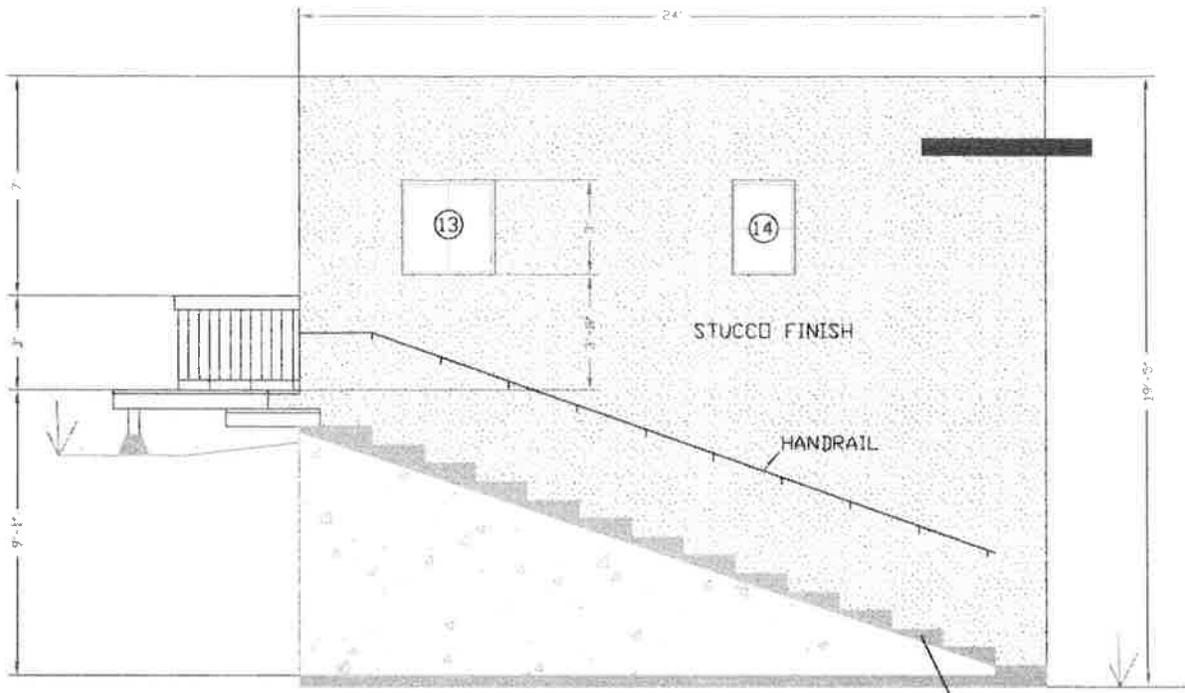


BUILDING PROFILE (NTS)



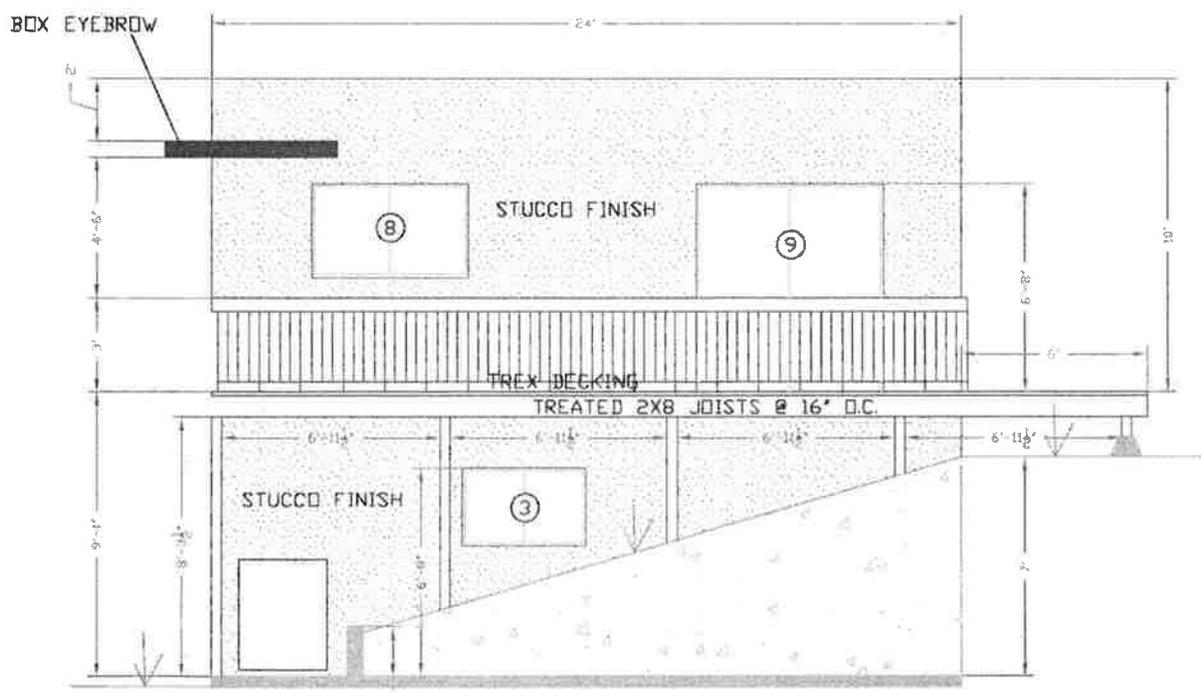
SITE PLAN





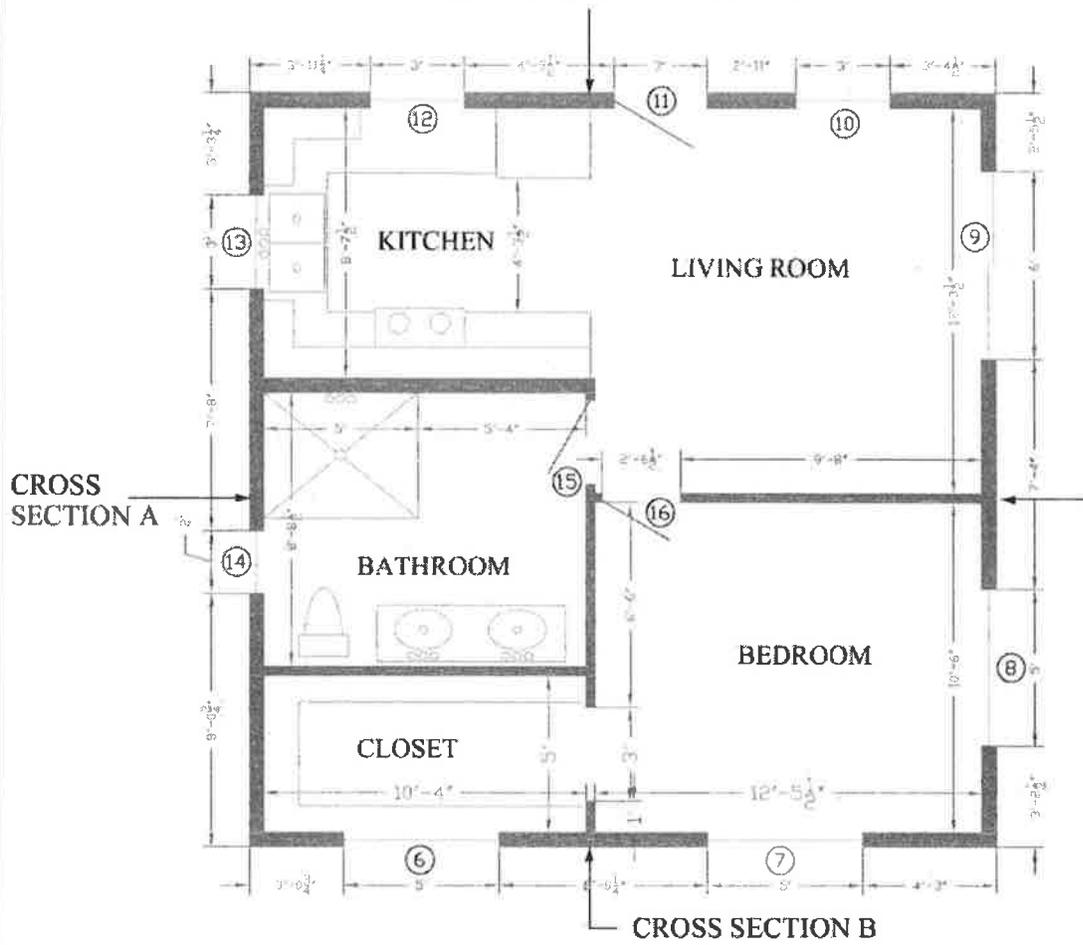
SOUTH ELEVATION

CONCRETE STEPS
20" RUN 7" RISE

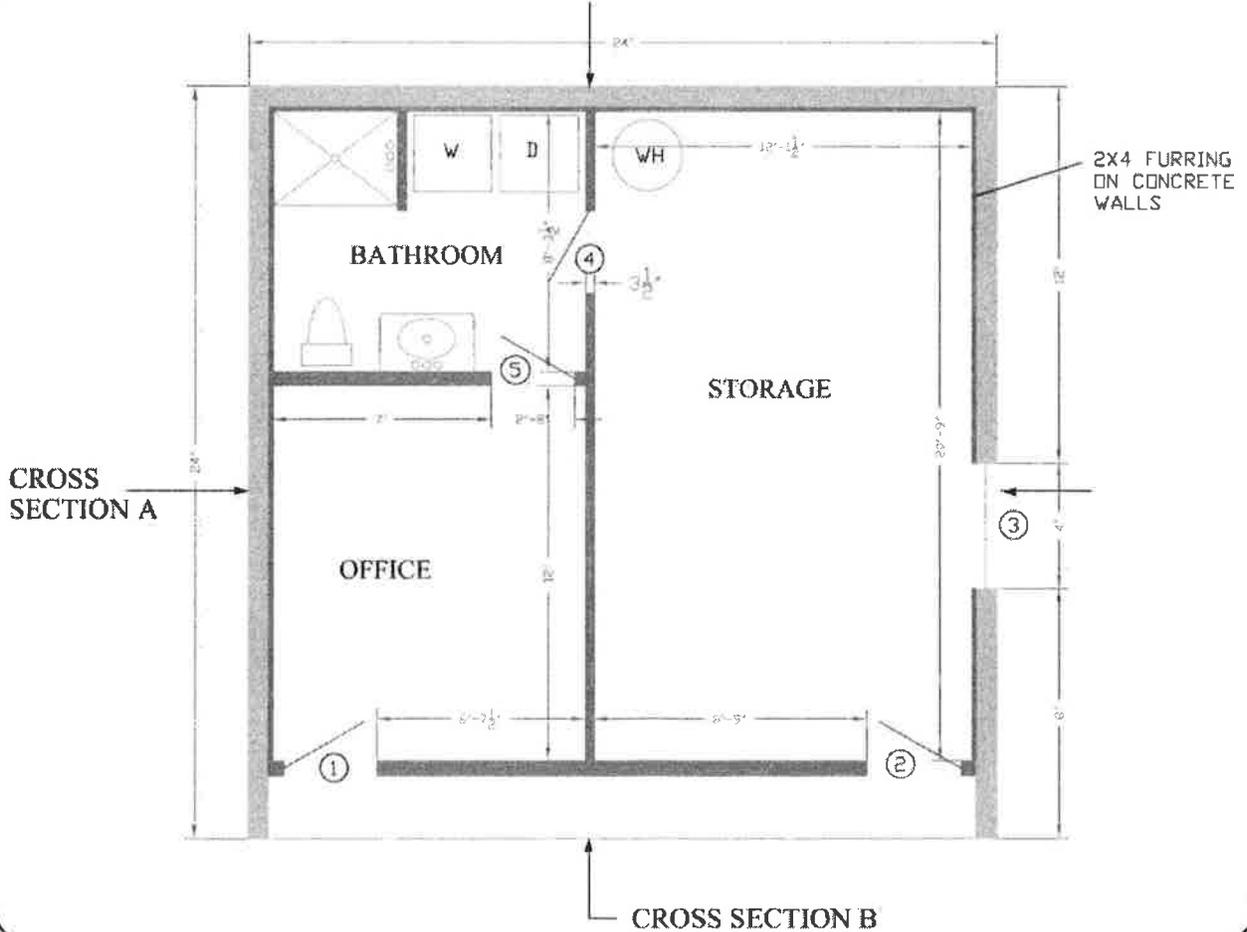


NORTH ELEVATION

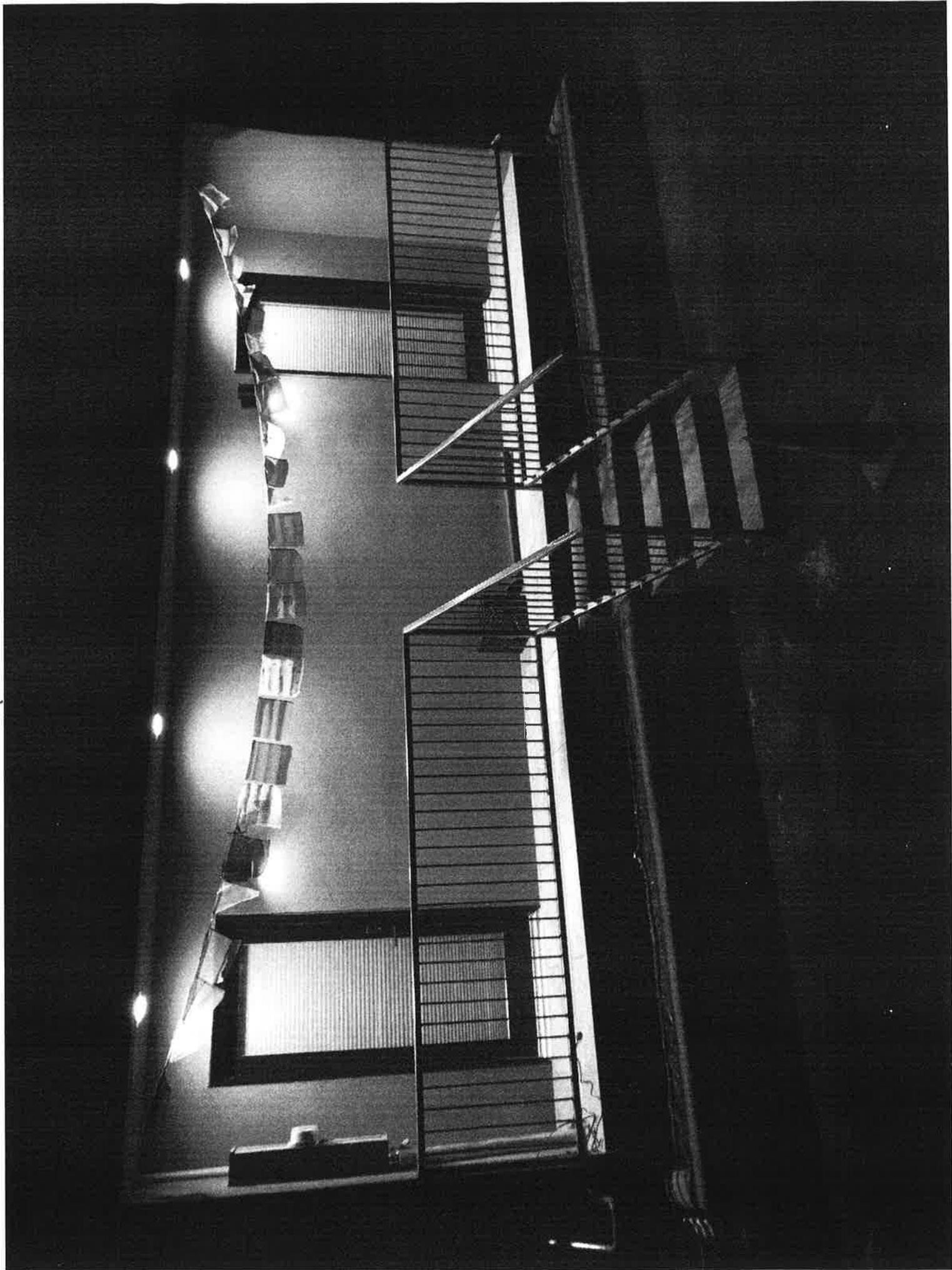
UPPER LEVEL FLOOR PLAN



LOWER LEVEL FLOOR PLAN



FRONT



SOUTH SIDE STAIRS



FRONT





Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: May 15, 2020
Re: Request to Revise Red Hawk CC&Rs

The Covenants, Conditions, and Restrictions (CC&Rs) associated with the Red Hawk subdivision require the Town's approval for certain actions within the subdivision, and give the Town power to enforce the provisions of the CC&Rs.

In general, CC&R's are private land use restrictions governing the use of property in a subdivision. They are separate and distinct from the land use regulations in the Town Code. CC&Rs are administered and enforced privately amongst the homeowners in a subdivision, typically through a Homeowners Association. Because they are private restrictions, the Town does not administer or enforce CC&Rs.

The Red Hawk CC&Rs represent a special case where the Town has been given authority to enforce the terms of the CC&Rs. The Red Hawk Homeowners Association has requested that the CC&Rs be amended to remove the Town's enforcement ability, and to remove certain provisions of the CC&Rs which grant the Town approval authority. A letter from the HOA's Attorney making the formal request is attached.

The Town has not previously used its authority to enforce any provisions of the Red Hawk CC&Rs. In other subdivisions the Town intentionally distances itself from the administration and enforcement of CC&Rs. If the proposed revision to the CC&Rs is approved the Town will still have authority to enforce all the provisions of the Town Code and Moderate-Income Housing Development Agreement in the Red Hawk subdivision. The Town Attorney has reviewed the request and has no objection.

The Council should review the request and determine whether or not to approve the proposed modification of the Red Hawk CC&Rs.



B. SCOTT WELKER

801.355.9594

FAX: 801.359.1246

Scott.Welker@vf-law.com

Admitted to practice in:

Arizona

Utah

Via Email

February 19, 2020

Town of Springdale Town Council

Re: Request to Remove Town Enforcement Provisions from HOA Governing Documents

Dear Town Council:

I represent the Red Hawk at Springdale Homeowners Association (the "Association"), located in the Town of Springdale. The Association's governing documents, which were last amended in 2008, contain provisions reserving to the Town of Springdale certain rights regarding desert tortoise protection, environmental conservation, and architectural controls. It is our understanding that several of these provisions are no longer relevant as they pertained to programs that are now inactive. The Association is in the process of updating its governing documents and requests consent from the Town Council to remove each provision granting the Town of Springdale special enforcement rights over matters related to tortoise protection, environmental preservation, and architectural controls in the Red Hawk Springdale Homeowners Association. The provisions include (but are not limited to) the following from the Association's CC&Rs; it is proposed that stricken language be removed from the CC&Rs:

Article II, Section 2.12: ~~"If requested by the Town of Springdale for protection of the desert tortoise, the Association shall grant to the Town of Springdale a conservation easement over and across the Common Area."~~

Article XI, Section 11.11: ~~"Driveways shall be constructed out of concrete, inlaid brick, or other hard materials approved by the Town of Springdale."~~

Article XV, Section 15.1: ~~"The restrictions set forth in this document shall operate as covenants running with the land for the benefit of the Town as set forth in Section 15.2 and any and all persons..."~~

Article XV, Section 15.2: ~~Since the Subdivision and Project are part of an Affordable Housing Development in the Town and subject to a Moderate Income Housing Development Agreement between the Declarant and the Town, the Town shall have the right, in its sole discretion, to enforce these covenants, conditions and restrictions against any owner of property within the Project, including but not limited to the withholding of any permits required for development of any kind~~

February 19, 2020

Page 2

~~within the Project; however, the Town may not be compelled by any owner to so act, and the Town's failure to act in any specific instance shall not constitute a waiver of, nor enjoin it in the future from, its ability to enforce these covenants, conditions and restrictions.~~

Article XV, Section 15.4: Once all Lots in the Subdivision have been sold by the Declarant, the Declaration will remain in force subject to amendment by a majority vote of three-fourths of the Lot Owners ~~and approval by the Town of Springdale, Utah, pursuant to its development agreement with Declarant.~~ The Amendment shall not be enforceable or effective until an instrument is recorded in the Washington County Recorder's office indicating that a vote has been duly and properly taken on the proposed amendment, that it has been approved by the requisite percentage of Owners within the Subdivision ~~and the Town,~~ and is signed and acknowledged by each Owner ~~and the Town~~ in favor of the modification.

The Association is not attempting to hinder any rights the Town has to enforce land use and zoning ordinances or to enforce any development agreements including affordable housing provisions thereof that remain active. Indeed, valid ordinances and covenants that are independent from the Associations governing documents are enforceable, regardless of what the Association's governing documents say. The Association's purpose is to remove from its governing documents provisions related to the Town of Springdale's oversight of desert tortoise protection, environmental preservation, and architectural controls that are unique to the Red Hawk at Springdale Homeowners Association.

Thank you for your consideration in this matter. We would be happy to arrange a meeting by phone or in person to discuss it further if needed.

Sincerely,

VIAL FOTHERINGHAM LLP

B. Scott Welker
Attorney

P-50
~~114~~

**Note to Recorder:
Record against the real property
located in Washington County,
Utah described in Exhibit A.**

Recorded at the Request of
Color Country Community Housing, Inc.

After recording mail to:
Jenkins Rounow Jensen & Bayles, LLP
Attn: Bruce C. Jenkins
902 North 1400 West, Suite B
St. George, UT 84770

DOC # 20080041141

Restrictive Page 1 of 50
Russell Shirts Washington County Recorder
10/24/2008 03:47:42 PM Fee \$ 108.00
By JENKINS BRUCE C



**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR**

**RED HAWK AT SPRINGDALE HOMEOWNERS ASSOCIATION
(A Mixed Income Planned Unit Development)**

FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
RED HAWK AT SPRINGDALE HOMEOWNERS ASSOCIATION

PREAMBLE

This First Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Red Hawk Subdivision has been made by the Declarant pursuant to Section 15.3 of the original Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Red Hawk Subdivision and affects the following real property located in Washington County, State of Utah:

See Exhibit A attached hereto and incorporated herein.

This First Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Red Hawk Subdivision supercedes and replaces in its entirety the original Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Red Hawk Subdivision recorded in the records of the Washington County Recorder on the 24 day of January, 2008 as Document No. 20080003078.

The terms contained in this Preamble and the Recitals below, which are hereafter defined in Article I, shall be given the meaning assigned to them in Article I.

RECITALS

A. Color Country Community Housing, Inc., a Utah corporation, as Declarant, will develop the real property described in Exhibit A as a residential planned unit development.

B. Declarant has established or will establish Red Hawk at Springdale Homeowners Association and the Association will be vested with powers of owning, maintaining and administering the Common Area, administering and enforcing the covenants and restrictions pertaining to the Property, promulgating Rules and Regulations through its Board and Architectural Control Committee, and collecting and disbursing the assessments and charges hereinafter created.

C. The Declarant intends that the Property shall be maintained, developed and conveyed pursuant to a general plan for the Property and subject to certain protective covenants, easements, equitable servitudes, liens and charges, all running with the Property as hereinafter set forth.

D. The Declarant hereby declares that all of the Property shall be maintained, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, reservations, rights, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property or any portion thereof. The covenants, conditions, restrictions, rights, reservations, easements, and equitable servitudes set forth herein shall run with and burden the Property and shall be binding upon all persons having or acquiring any right, title, or interest in the Property, or any part thereof, their heirs, successors and assigns, shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon and may be enforced by Declarant, the Association, as hereinafter defined, each owner and their respective heirs, executors and administrators, and successors and assigns.

E. Declarant intends to develop the Property as mixed income housing pursuant to that certain Moderate Income Housing Development Agreement entered into by and between Declarant and the Town of Springdale.

F. The Property and surrounding lands may currently be, and at times in the past, been inhabited by the desert tortoise, a threatened reptile species protected under the Endangered Species Act (16 U.S.C. 1531, et. seq.). The Property has been identified as a designated "incidental take" area under the Washington County HCP which allows for development of the Property (need to site Washington County HCP). Nevertheless, upon completion of the development, desert tortoises will be free to roam the Property and Owners must take all appropriate measures to protect the desert tortoise such as, by way of example and not limitation, to not handle, touch or engage in any interaction that could change the behavior or habitat of the desert tortoise, taking any desert tortoises as pets, taking desert tortoises off of the land, selling or transporting desert tortoises in any way shape or form and should one find an injured or deceased desert tortoise, the tortoise should not be touched in any way and the person should report it to the U.S. Fish & Wildlife Service or the Utah Division of Wildlife Resources, together with such other and further protections as are set forth in this Declaration. Notwithstanding the foregoing, if a person finds a tortoise in harms way, then the person should carefully move the tortoise out of harms way. A letter dated October 20, 2004 and reinitiated on May 8, 2008 from the United States Department of Interior, Fish and Wildlife Service, Utah Field Office setting forth a biological opinion on the desert tortoise and the Property are attached hereto collectively as Exhibit B.

G. These Recitals shall be deemed covenants as well as recitals.

ARTICLE I

DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified.

1.1 ACC. ACC shall mean the Architectural Control Committee created pursuant to Article VIII hereof.

1.2 ACC Rules and Regulations. ACC Rules and Regulations shall mean such rules and regulations as may be adopted and promulgated by the ACC pursuant to Sections 8.1 and 8.4 hereof as such rules and regulations may be amended from time to time.

1.3 Annual Assessment. Annual Assessment shall mean the annual charge against each Owner and his Lot representing a portion of the Common Expenses, which are to be paid by each Owner to the Association in the manner and proportions provided herein.

1.4 Articles. Articles shall mean the Articles of Incorporation of the Association filed in the office of the Department of Commerce of the State of Utah, as such Articles may be amended from time to time.

1.5 Association. Association shall mean RED HAWK AT SPRINGDALE HOMEOWNERS ASSOCIATION, a corporation formed under the Nonprofit Corporation Law of the State of Utah, its successors and assigns.

1.6 Beneficiary. Beneficiary shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of such mortgage or beneficiary.

1.7 Board. Board shall mean the Board of Directors of the Association, elected pursuant to the Bylaws of the Association.

1.8 Budget. Budget shall mean a written, itemized estimate of the expenses to be incurred by the Association in performing its functions under this Declaration.

1.9 Bylaws. Bylaws shall mean the Bylaws of the Association, as adopted by the Board, as such Bylaws may be amended by the Board from time to time.

1.10 Corrective Assessments. Corrective Assessments shall mean a charge against a particular Owner and his Lot representing the costs to the Association for corrective action set forth in Sections 2.8, 9.1, and 14.9, Article XI, and as otherwise provided for herein.

1.11 Common Area and Limited Common Area. Common Area means that portion of property owned by the Association, shown on the Plat as dedicated to the common use and enjoyment of the Owners and all improvements constructed thereon. Limited Common Area means that portion of the property owned by the Association shown on the Plat as dedicated to the exclusive use and enjoyment of the Owner of the Lot to which such Limited Common Area is adjacent and/or appurtenant. The Owner is responsible for the repair, replacement and maintenance of the Limited Common Area.

1.12 Common Expenses. Common Expenses shall mean those expenses for which the Association is responsible under this Declaration, including the actual and estimated costs of: maintenance, management, operation, repair, replacement and improvement of the Common Area; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, certain landscaping and Improvements on the Common Area, gardening, against the Property, or portions thereof; and the costs of any other items incurred by the Association for any reason whatsoever, in connection with the Property, for the benefit of all of the Owners.

1.13 Declarant. Declarant shall mean Color Country Community Housing Inc., a Utah corporation, its successors and any Person to which it shall have assigned any rights hereunder, except that a party acquiring all or substantially all of the right, title and interest of Declarant, in the Property by foreclosure, judicial sale, bankruptcy proceedings, or by other similar involuntary transfer, shall automatically be deemed a successor and assignee under this Declaration.

1.14 Deed of Trust. Deed of Trust shall mean a mortgage or a deed of trust as the case may be.

1.15 Development. Development shall mean RED HAWK SUBDIVISION according to the Plat.

1.16 Dwelling Unit. Dwelling Unit shall mean a single family dwelling, with or without walls or roofs in common with other single family dwelling. Dwelling Unit includes fee title to the real property lying directly beneath the single family dwelling, within Lot boundary lines.

1.17 Fiscal Year. Fiscal Year shall mean the fiscal accounting and reporting period of the Association selected by the Board from time to time.

1.18 Improvement. Improvement shall mean any structure or appurtenance thereto of every type and kind, including but not limited to Dwelling Units and other buildings, walkways, sprinkler pipes, swimming pools, athletic fields or areas, garages, roads, driveways, parking areas, fences, screening walls, block walls, retaining walls, stairs, decks, landscaping,

ponds, antennae, hedges, wind-breaks, patio covers, railings, plantings, planted trees and shrubs, poles, signs, storage areas, exterior air conditioning and water-softening fixtures or equipment.

1.19 Lot. Each Lot is owned in fee simple by the Owner. Lots shall be designated on the Plat.

1.20 Manager. Manager shall mean the Person appointed by the Association, if any, hereunder as its agent and delegated certain duties, powers or functions of the Association as further provided in this Declaration and in the Bylaws.

1.21 Member, Membership. Member shall mean any Person holding a membership in the Association, as provided in this Declaration. Membership shall mean the property, voting and other rights and privileges of Members as provided herein, together with the correlative duties and obligations contained in this Declaration and the Articles, Bylaws and Rules and Regulations.

1.22 Mortgage, Mortgagee, Mortgagor. Mortgage shall mean any Recorded first mortgage or first deed of trust. The term "Deed of Trust" or "Trust Deed" when used herein shall be synonymous with the term "Mortgage." The term Mortgagee shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a Deed of Trust. Mortgagor shall mean a Person who mortgages his, her, or its Lot to another (*i.e.*, the maker of a Mortgage), and shall include the Trustor of a Deed of Trust. The term "Trustor" shall be synonymous with the term "Mortgagor," and the term "Beneficiary" shall be synonymous with the term "Mortgagee."

1.23 Notice of Members Meeting. Notice of meetings of the Members required or provided for in this Declaration shall be in writing, shall satisfy the notice requirements set forth in the Bylaws, and may be delivered either personally or by first class or registered mail. Notice of Members Meetings shall be delivered at least ten (10) days but not more than thirty (30) days prior to the date of the meeting of the Members. Notwithstanding the foregoing, notice given by other means shall be deemed fair and reasonable if given in accordance with the Utah Revised Nonprofit Corporation Act.

1.24 Owner. Owner shall mean the Person or Persons, including Declarant, who is the owner of record (in the office of the County Recorder of Washington County, Utah) of a fee simple or an undivided fee simple interest in a Lot. Notwithstanding any applicable theory relating to a Mortgage, the term Owner shall not mean or include a Mortgagee unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.25 Person. Person shall mean a natural individual or any other entity with the legal right to hold title to real property.

1.26 Plat. Plat shall mean the "RED HAWK SUBDIVISION" Plat executed and acknowledged by Declarant, prepared and certified by Pratt Precision Engineering, recorded in the records of the Washington County Recorder, as the same has been modified and amended. The Plat may show multiple family housing (apartments) but they shall not be governed or bound by this Declaration.

1.27 Property or Project. Property or Project shall mean the Red Hawk Subdivision described in the Plat.

1.28 Record, Recorded, Filed or Recordation. Record, Recorded, Filed or Recordation shall mean, with respect to any document, the recordation of such document in the office of the County Recorder of Washington County, Utah.

1.29 Rules and Regulations. Rules and Regulations shall mean rules and regulations as may be adopted and promulgated by the Board pursuant to the Bylaws and this Declaration, as the Board deems necessary or desirable (i) to aid it in administering the affairs of the Association, (ii) to insure that the Property is maintained and used in a manner consistent with the interests of the Owners, (iii) to regulate the use of the Common Areas and to regulate the personal conduct of the Members and their guests thereon, and (iv) to establish penalties for the infractions thereof, as such rules and regulations may be amended from time to time.

1.30 Recreational Vehicles. Recreational Vehicles shall mean all watercraft, travel trailers, campers, camper shells, tent trailers, motorhomes, snowmobiles, all-terrain-vehicles and off-highway-vehicles (ATVs and OHVs, respectively), dune buggies, or devices similar to any of the foregoing.

1.31 Special Assessments. Special Assessments shall mean a charge against each Owner and his Lot, representing a portion of the costs to the Association of defraying any extraordinary expenses incurred or special projects approved as set forth in Article VI.

1.32 Streets. Streets shall mean public streets and thoroughfares on the Property.

1.33 Vehicle. Vehicle shall mean any and all equipment or device (mobile or immobile, operable or inoperable) of any type, designed to transport persons, objects -- or are designed to be transported on wheels, skids, skis or tracks -- including, without limitation, dump trucks, cement mixer trucks, gas trucks, delivery trucks, buses, aircraft, trailers, Recreational Vehicles, minivans, cars, pickup trucks, motorcycles, other devices or equipment similar to any of the foregoing, whether or not used for daily transportation.

ARTICLE IA

DESCRIPTION OF PROPERTY

The real property which is associated with the Development and which has been and shall hereafter continue to be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of all the property described in Exhibit A hereto; TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which effect the above-described land or any portion thereof, including without limitation, any Mortgage; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described land at such time as construction of all Development improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, line, cables, wires, utility lines, and similar facilities.

ARTICLE II

OWNERS' PROPERTY RIGHTS

2.1 Common Area. The Common Area shall consist of certain landscaping strips as marked on the Plat.

2.2 Form For Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

All of Lot _____ of RED HAWK at Springdale SUBDIVISION, according to the official Plat thereof, subject to the Declaration of Conditions, Covenants and Restrictions and Reservation of Easements, on file in the office of the Washington County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

2.3 Transfer of Title to Common Area. Declarant represents that it will, on or prior to the first conveyance of a Lot, convey to the Association title to all Common Area, and Declarant further agrees that it will discharge all liens and encumbrances on said Common Area on or before the sale and close of escrow of the last Lot.

2.4 Limitations on Common Area Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) Subject to the provisions of Article XIII of this Declaration, the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, upon Notice of Members Meeting be assented to by two-thirds (2/3) of the vote of the Membership which Members present in person or by proxy are entitled to cast at a meeting duly called for the purpose. The quorum requirement for such meeting shall be as set forth in the Bylaws.

(b) The right of the Association, to be exercised by the Board, to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Area in accordance with the original design, finish or standard of construction of such Improvement;

(c) The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Area.

(d) The right of the Association, to be exercised by the Board, to reasonably restrict access to portions of the Common Area; and

(e) The easements in Sections 2.5, 2.7, 2.9 and 2.12.

2.5 Easements for Public Service Use. In addition to the foregoing easements over the Common Area, there shall be and Declarant hereby reserves and covenants for itself and all future owners within the Property, easements for public services of the Town of Springdale in which the Property are located, including but not limited to, the right of the police and fire departments to enter upon any part of the Common Area for the purpose of carrying out their official duties.

2.6 Waiver. No owner may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot or other property owned by him from the liens and charges hereof. All owners waive any right to object to, and by accepting a deed consent Declarant amending the Plat to create additional lots.

2.7 Easements for Water and Utility Purposes. In addition to the foregoing easements over the Common Area, there shall be and Declarant hereby reserves and covenants for itself and all future Owners within the Property, easements for public and private utility

purposes. The Lots shall also be subject to such public utility easements as shown on the Plat and as required by the City of Washington.

2.8 Taxes. Each Owner shall execute such instruments and take such action as may reasonably be specified by the Board to obtain separate real estate tax assessment of each Lot. If any taxes or assessments may, in the opinion of the Board, become a lien on the Common Area, or any part thereof, they may be paid by the Association as a Common Expense, and the Association may levy against the Lot as a Corrective Assessment any amounts paid by the Association to rectify the problem.

2.9 Easement for Encroachments. If any portion of a Dwelling Unit or other Improvement is constructed by Declarant with the approval of Springdale Town, or if any portion of a Dwelling Unit or other Improvement reconstructed so as to substantially duplicate the Dwelling Unit or other Improvement originally constructed by Declarant, encroaches upon the Common Areas, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

2.10 Landscaping of Common Area. Only plants native to the Property or surrounding area may be utilized in landscaping the Common Area and any landscaping shall be installed in such a manner to destroy desert tortoise habitat.

2.11 Trails on the Common Area. The Association may designate a trail through the Common Area to be used for pedestrian and bicycle usage to minimize impact on desert tortoise habitat. Only plants native to the Property or surrounding area may be utilized in landscaping the Common Area and any landscaping shall be installed in such a manner as to destroy desert tortoise habitat. Within the Common Area all dogs should be leashed as to minimize any harm or "take" to the desert tortoise habitat and to the desert tortoises.

2.12 Conservation Easement over Common Area. If requested by the Town of Springdale for protection of the desert tortoise, the Association shall grant to the Town of Springdale a conservation easement over and across the Common Area.

ARTICLE III

RED HAWK AT SPRINGDALE HOMEOWNERS ASSOCIATION

3.1 Organization of Association. Declarant has caused or will cause the Association to be organized and the Articles filed with the State of Utah, Department of Commerce, Division of Corporations and Commercial Code.

3.2 Parties and Powers. The Association shall have such duties and powers as set forth in the Articles, Bylaws, and this Declaration (and such other powers and duties as

properly delegated or assigned through the Rules and Regulations), as such documents are amended from time to time.

3.3 Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory and shall be appurtenant to the Owner's Lot.

3.4 Transfer. Membership in the Association is nontransferable and shall not be separated from the Lot to which it appertains.

3.5 Obligation to Educate Members on Tortoise Protection. The Association shall have the obligation at each and every annual meeting of the Members to educate the Members on the needs of the desert tortoise and how to minimize adverse impacts upon the tortoise.

ARTICLE IV

VOTING RIGHTS

4.1 Vote Distribution. The Association shall have the following two classes of voting membership:

(a) Class A. Class A Members shall be all the Owners. Class A Members shall be entitled to one vote for each Lot which the interest required for Membership, in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

(b) Class B. The Class B member is the Declarant. The Class B member is entitled to three (3) votes for each Lot owned. The Class B membership will cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) upon conveyance of seventy-five percent (75%) of the Lots subject to this Declaration to purchasers; or
- (ii) the expiration of seven (7) years from the first Lot conveyance to a purchaser; or
- (iii) the voluntary surrender of Class B voting rights evidenced in writing.

4.2 Multiple Ownership. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned,

unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists.

ARTICLE V

JURISDICTION OF ASSOCIATION

The Association has been organized to provide for the operation, maintenance, preservation and architectural control of the Property and Improvements, to administer the Common Areas of the Association, and to reasonably regulate the Members of the Association. The Association shall have jurisdiction and authority over the Property and the Members of the Association to the full extent allowed by law and also as provided for in this Declaration and in the Articles, Bylaws, and Rules and Regulations, as such documents may be modified from time to time.

ARTICLE VI

COVENANT FOR ASSESSMENTS

6.1 Creation of Assessment Obligation. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) Annual Assessments for Common Expenses, (2) Special Assessments, (3) Corrective Assessments, and (4) any other amount or assessment levied by the Board pursuant to this Declaration; all such assessments to be established and collected as provided in this Declaration. The Association shall not levy or collect any Annual Assessment, Special Assessment or Corrective Assessment that exceeds the amount necessary for the purpose or purposes for which it is levied. All such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, if applicable, shall also be and remain the personal obligation of the Person who was the Owner of such property at the time when the assessment fell due. This personal obligation cannot be avoided by abandonment of a Lot or by an offer to waive use of the Common Area. The personal obligation for delinquent assessments liability shall not pass to any new Owner ("Purchaser") successors in title unless expressly assumed by such Purchaser. For the purpose of assessment, the term "Owner" shall exclude the Declarant, builder, contractor, investor, or other person or entity who purchases a Lot for the purpose of constructing improvements thereon for resale to an Owner, who shall pay no assessment unless a unit constructed on a Lot is occupied for a permanent residence, provided that the Declarant or its assigns shall have the obligation to subsidize the Association until control of the Association passes to the Owners. Subsidization shall be defined as the payment of the reasonable cash needs of the Association for ordinary and necessary maintenance expenses (not including reserves or capital replacement). The determination of the reasonable cash needs

for ordinary and necessary maintenance expenses shall be within the sole discretion of the Board and Declarant shall have no liability to the Association if subsequent Boards shall disagree with the determination of the Board which made such determination. In no event, however, shall the subsidy exceed the monthly assessments.

6.2 Purpose of Annual and Special Assessments. The Annual and Special Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit and welfare of the Owners and for the improvement and maintenance of the Common Area, including establishing and funding a reserve to cover major repair or replacement of Improvements within the common Area and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles.

6.3 Annual Assessments. Annual Assessments shall be used to satisfy Common Expenses of the Association, as provided herein and in the Bylaws. The initial Annual Assessment shall be _____ (\$ _____), payable in such installment payments as determined by the Board. The Annual Assessment shall be based upon the Budget prepared by the Board. The Common Expenses of the Association, and therefore the Annual Assessment, may increase because of, among other reasons, Common Facilities constructed in the sole discretion of Declarant. Nothing herein shall obligate Declarant to construct any Common Facilities.

6.4 Special Assessments. In addition to the Annual Assessment, a Special Assessment can be assessed to pay the costs of repair, replacement and maintenance of the Common Area.

6.5 Uniform Rate of Assessment. Annual Assessments and Special Assessments imposed pursuant to subsections 6.2, 6.3, and 6.4(a) and (b) of this Declaration shall be assessed equally and uniformly against all Owners and their Lots.

6.6 Date of Commencement of Annual Assessments. The Board shall authorize and levy the amount of the Annual Assessment upon each Lot, as provided herein, by a majority vote of the Board. Annual Assessments shall commence on all Lots on the first day of the first calendar month following the first Close of Escrow for the sale of a Lot in the Property. The first Annual Assessment shall be adjusted according to the number of months remaining in the Fiscal Year as set forth in the Bylaws. The Board shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of any change in the amount of any Annual Assessment shall be sent to every owner subject thereto, not less than thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments against a Lot is binding upon the

Association as of the date of its issuance.

6.7 Corrective Assessments. In addition to the Annual Assessment and any Special Assessments, the Association may levy Corrective Assessments against a particular Owner and his Lot to pay the following: costs directly attributable to, or reimbursable by, that Owner, equal to the costs incurred by the Association for corrective action, performed pursuant to the provisions of this Declaration, including without limitation Sections 2.8, 9.1, 14.9, and Article XI, plus interest and other charges on such Corrective Assessments.

The Board shall deliver a Notice of Noncompliance by the Board and Right to Hearing to the Owner upon whom it intends to levy a Corrective Assessment. Corrective Assessments shall be due and payable within (45) days following delivery of Notice of Board Adjudication and shall bear interest thereafter at the rate of eighteen percent (18%) per annum until paid in full.

6.8 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments herein:

- (a) All portions of the Property dedicated to and accepted by a local public authority; and
- (b) The Common Area owned by the Association in fee.

6.9 Notice of Members Meetings; Quorum Requirements for Special Assessments. Before any Special Assessment is levied, the Board shall deliver a Notice of Members Meeting. The quorum required for any action authorized by Section 6.4 shall be as follows: at the first meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all outstanding votes shall constitute a quorum. If a quorum is not present at any meeting another meeting may be called by the Board issuing a Notice of Members Meeting at which a quorum shall be one-half of the quorum which was required at such preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following such preceding meeting at which a quorum was not present.

6.10 Additional Assessments. In addition to the annual assessments, special assessments, and corrective assessments, the Association shall levy such additional assessments as may be necessary from time to time for the purpose of (i) maintaining the Common Areas if the Association fails to do so and; (ii) repairing and restoring the damage or disruption resulting to the Common Areas from the activities of the Town of Springdale in maintaining, repairing or replacing the City's utility lines and facilities thereon.

6.11 Preparation of Budget. The Board shall prepare a Budget to be presented to the Members at the annual meetings of the Members held as provided in the Bylaws.

6.12 Reserve Fund. The Board shall, on behalf of the Association, cause to be

funded through Annual Assessments or other periodic assessments an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacement to the Common Areas.

ARTICLE VII

NONPAYMENT OF ASSESSMENTS; REMEDIES

7.1 Nonpayment of Assessments; Remedies. Pursuant to Utah Code Ann. §§ 57-8a-101, *et seq.* (2004), any assessment installment payment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the Lot provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any Mortgage on the Lot recorded prior to the date any such installment payment on assessments become due. If any installment payment on the assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum plus a late payment service charge of Ten Dollars (\$10.00) if the assessment is not paid within ten (10) days of when it is due, or such larger amount as set by the Board, provided the charge does not exceed twenty-five percent (25%) of the amount of the installment payment, and the Association may, in its discretion, bring an action either against the Owner or to foreclose the lien against the Lot. Any judgment obtained by the Association and any foreclosure commenced shall include reasonable attorney fees, court costs, and each and every other expense incurred by the Association in enforcing its rights. If a monthly installment payment is not timely made, the Board may declare the entire Annual Assessment in default and accelerate the Annual Assessment and declare the entire amount of the Annual Assessment immediately due and owing.

7.2 Washington County Tax Collection. It is recognized that under the Charter the Association will own the Common Area and that it will be obligated to pay property taxes to Washington County. It is further recognized that each Owner of a Lot is a Member of the Association and as part of his assessment will be required to pay to the Association his pro rata share of such taxes. Notwithstanding anything to the contrary contained in this Charter, or otherwise, Washington County shall be, and is, authorized to collect such pro rata share (on an equal basis) of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot. To the extent allowable, Washington County is hereby directed to do so. In the event that the assessor shall separately assess Common Areas to the Association, the Board may impose, in its discretion a Special Assessment to pay such taxes, or they may be incorporated into the Annual Assessment.

7.3 Lien. The Board may elect to file a claim of lien against the Lot of the delinquent Owner by Recording a notice ("Notice of Lien") setting forth (a) the amount of the claim or delinquency, (b) the interest and costs of collections which have accrued thereon, (c) the legal description of the Lot against which the lien is claimed, and (d) the name of the Owner

thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the Notice of Lien have been fully paid or satisfied, the Association shall execute and Record a notice releasing the lien upon payment by the Owner of a reasonable fee, as fixed by the Board to cover the cost of preparing and recording the release of lien. Unless paid or otherwise satisfied, the lien may be foreclosed in a like manner as a mortgage or any other manner provided by law, including without limitation, a deed of trust as set forth in this Charter.

7.4 Trust Deed for Assessments. By acceptance of a deed for a Lot, each Owner as Trustor conveys and warrants to Trustee in trust for the Association as Beneficiary, with power of sale, the Owner's Lot and all Improvements thereon for the purpose of securing payment of all assessments (including basis of collection) provided for in this Charter. For purposes of this Section and Utah Code Ann. §§ 57-1-19, *et seq.*, as amended from time to time, The Trustee shall mean the attorney for the Association and the Association may provide notice and disclosure of the Trustee by recording an "Appointment of Trustee" on the records of the Washington County Recorder. Each Owner hereby also grants to the Association and Trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§ 57-1-19, *et seq.*

7.5 Perfection of Lien and Priority. Upon the recording of Notice of Lien by the Manager or Board, such lien constitutes a lien on the Lot Owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except:

- (a) tax and special assessment liens on the Lot in favor of any assessing lot or special improvement district; and
- (b) encumbrances on the interest of the Lot Owner:
 - (i) recorded prior to the date of the recording of Notice of Lien; and
 - (ii) that by law would be a lien prior to subsequently recorded encumbrances.

The Manager or Board may enforce the assessment lien by sale or foreclosure of the Owner's interest. The Manager or Board may bid at a sale or foreclosure and hold, lease, mortgage, or convey the Lot that is subject to the assessment lien.

7.6 Future Lease Payments. If the Owner of a Lot who is leasing the Lot fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board, upon compliance with this Section, may demand that the tenant pay to the Association all future lease

payments due to the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid. The Manager or Board shall give the Owner written notice of its intent to demand full payment from the tenant under this Section. The notice shall: (i) provide notice to the tenant that full payment of the remaining lease payments will begin with the next monthly or other periodic payment unless the assessment is received within the time period provided in the Charter, Bylaws, or Association Rules; (ii) state the amount of the assessment due, including any interest or late payment fee; (iii) state that any costs of collection, not to exceed One Hundred Fifty Dollars (\$150.00), and other assessments that become due may be added to the total amount due; and (iv) provide the requirements and rights described in this Section. If the Owner fails to pay the assessment due by the date specified in the notice, the Manager or Board may deliver written notice to the tenant that demands future payments due to the Owner be paid to the Association pursuant to this Section. The Manager or Board shall mail a copy of the notice to the Owner. The notice provided to the tenant under this Section shall state: (i) that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the intent of the Board to collect all lease payments due to the Association; (ii) that until notification by the Association that the assessment due, including any interest, collection cost, or late payment fee, has been paid, the tenant shall pay to the Association all future lease payments due to the Owner; and (iii) that payment by the tenant to the Association in compliance with this Section will not constitute a default under the terms of the lease agreement. If a tenant makes payments in compliance with this Section, the Owner may not initiate an action against the tenant. All funds paid to the Association pursuant to this Section shall be: (i) deposited in a separate account; and (ii) disbursed to the Association until the assessment due, together with any cost of administration which may not exceed Twenty-Five Dollars (\$25.00), is paid in full. Any remaining balance shall be paid to the Owner within five (5) business days after payment in full to the Association. Within five (5) business days after payment in full of the assessment, including any interest or late payment fee, the Manager or Board shall mail a copy of such notification to the Owner.

7.7 Statement of Account. The Manager or Board shall issue a written statement indicating any unpaid assessment with respect to a Lot covered by the request, upon the written request of any Owner, and payment of a reasonable fee not to exceed Ten Dollars (\$10.00). The written statement shall be binding in favor of any person who relies in good faith on the written statement upon the (i) remaining Owners; (ii) Manager; and (iii) Board. Unless the Manager or Board complies with such request within ten (10) days, any unpaid assessment that became due prior to the date the request was made is subordinate to a lien held by the person requesting the statement.

7.8 Payment by Encumbrancer. An encumbrancer holding a lien on a Lot may pay any unpaid assessment due with respect to the Lot. Upon such payment, the encumbrancer has a lien on the Lot for the amounts paid.

7.9 Cumulative Remedies. The assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies

which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

7.10 Mortgage Protection. Notwithstanding all other provisions hereof, no lien created under this Article VII, nor any breach of this Charter, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the Beneficiary under any Recorded first Deed of Trust (meaning any deed of trust with first priority over other deeds of trust) upon a Lot made in good faith and for value; provided that after such Beneficiary or some other Person obtains title to such Lot by judicial foreclosure or by means of the powers set forth in such Deed of Trust or through a deed in lieu of foreclosure, such Lot shall remain subject to the Charter and the payment of all installments of Assessments accruing subsequent to the date such Beneficiary or other Person obtains title.

7.11 Rent After Foreclosure. In the event the Association takes title to a Dwelling Unit through foreclosure, the Board may elect to allow the occupant to remain in the Dwelling Unit and the occupant shall be required to pay a reasonable rental to the Association for the Dwelling Unit.

ARTICLE VIII

REVIEW AND APPROVAL PRIOR TO INITIAL CONSTRUCTION

8.1 Approval. Declarant, or its assignee as provided in the Moderate Income Housing Development Agreement with the Town of Springdale, Utah, shall construct all homes on the property. Construction plans and specifications for homes on the property are subject to Declarant's Moderate Income Housing Development Agreement with the Town of Springdale, Utah. No construction on any Lot shall begin and no Lot shall be modified except in accordance with an approved plan and Declarant's Moderate Income Housing Development Agreement with the Town of Springdale, Utah.

8.2 Standards. Declarant, subject to its Moderate Income Housing Development Agreement with the Town of Springdale, Utah, shall set standards for all aspects of the Lot visible from the outside, including without limitation the size and shape of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, drainage, paving and landscaping and all finish materials. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

- (i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- (ii) driveways, walks, patios and other ground surface materials;
- (iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Lot;

- (iv) in keeping with the Endangered Species Act, lots that have open backyards allowing access by desert tortoises, will not be permitted to have water structures of any nature or kind;
- (v) privacy walls or other fences and gates;
- (vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
- (vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
- (viii) signage of any type;
- (ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops, skateboard ramps and swing sets; and
- (x) in all events, consideration must be given to the protection of the desert tortoise.

The listing of a category does not imply that such construction is permitted.

8.3 Modifications. All Dwelling Units constructed upon Lots within the Project shall retain their similar appearance, exterior building materials and landscaping (defined in Section 8.7 below). Accordingly, substantial modifications to a Dwelling Unit, surrounding Lot improvements or landscaping after completion of construction shall not be permitted except as stated herein. Minor modifications after completion of construction, or additions or changes to the approved plans during construction, may be permitted and must be reviewed and approved by Declarant prior to the commencement of any such work. However, review is not required to perform repairs or maintenance provided it is undertaken and completed with duplicates of the originally approved materials and colors. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance by Declarant.

8.4 Review Procedure. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, (iv) a foundation plan signed and stamped by an engineer licensed in the state of Utah, (v) a plot plan showing the location of the proposed Dwelling Unit on the lot, with setbacks from all lot-lines accurately measured and labeled on the plot plan, and (vi) all other items required by the Declarant and the Town of Springdale, Utah. All plans submitted for Dwelling Units within the Project shall be substantially the same in exterior appearance and surrounding Lot improvements, except that where appropriate some Dwelling Units may be constructed with basements. Plans must be drawn to scale. Plans and specifications for review shall be submitted in the form required by the Declarant and the Town of Springdale, Utah. Before the plans are approved and again just prior to commencement of construction, the area should be checked for the presence of desert tortoises by the Washington County HCP authorized biologist during the appropriate clearance windows (March 15 – May 15 and August 20 – October 20).

8.5. Review Fee. Each time plans are submitted, they must be accompanied by a \$50 nonrefundable review fee.

8.6. Basis For Decision. Applications shall be approved or denied based upon compliance with any specific requirements and overall design quality.

8.7. Landscaping. Declarant or its approved contractor shall complete all landscaping on each Lot within the Project within one (1) year following the completion of construction of a Dwelling Unit upon said Lot. Owners may select from a pre-approved list of landscaping features, including grass, trees, shrubs, organic ground cover, walks, patios, fences, gates and other similar landscaping features. Yard areas that are accessible by desert tortoises must keep vegetation in a natural state as much as possible. Further, all landscape plans must be approved by the U.S. Fish and Wildlife Service or the Utah Division of Resources.

ARTICLE IX

ARCHITECTURAL REVIEW AFTER INITIAL CONSTRUCTION

9.1. Members of Committee. The ACC shall consist of three (3) to five (5) members. The Board shall have the power to appoint and remove all of the members of the ACC. Persons appointed to the ACC by the Board need not be Members of the Association. If the ACC is not appointed, the Board itself shall perform the duties required of the ACC. Individual Board members may also serve as ACC members.

9.2. ACC General Powers. The ACC shall have the right and duty to promulgate reasonable standards against which to examine any request made pursuant to this Article, in order to ensure that the proposed Plans conform harmoniously to the exterior design and existing materials of the Improvements on the Property. This power shall include the power to issue ACC Rules and Regulations which, among other provisions, may set forth procedures for the submission of Plans for approval, and state additional factors which it will take into consideration in reviewing submissions.

9.3. Review of Plans and Specifications. After initial construction of a Dwelling Unit, the ACC shall consider and act upon any and all Plans and specifications submitted for its approval under this Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and specifications approved by the ACC. No exterior construction, alteration, removal, relocation, repainting, demolition, addition, modification, or reconstruction of a Dwelling Unit or Improvement, including landscaping, in the Property shall be commenced or maintained, until the Plans and specifications therefore showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the ACC together with such fees for review and inspection as may be reasonably required by the

ACC) and approved in writing by the ACC. The ACC shall approve Plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Property as a whole or to the natural habitat of the desert tortoises in the area, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the construction thereof will not detract from the beauty, wholesomeness, natural habitat of the desert tortoises, and attractiveness of the Lots and the Common Area or the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden on the Association.

9.4 Meetings of the ACC. The ACC shall meet from time to time as necessary to perform its duties hereunder. The vote of a majority of the ACC, shall be sufficient to enact resolutions or motions of the ACC. The attendance of a majority of the members at any meeting shall constitute a quorum.

9.5 No Waiver of Future Approvals. The approval by the ACC of any proposals or Plans for any work done or proposed or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, Plans or matters subsequently or additionally submitted for approval or consent.

9.6 Compensation of Members. The members of the ACC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

9.7 Limitation on Liability. Neither the ACC, the Board nor Declarant, nor any member thereof, acting in good faith shall be liable to the Association or to any owner for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or rejection of, or the failure to approve or reject, any Plans, drawings, specifications, or variance requests (ii) the construction or performance of any work, whether or not pursuant to approved Plans, (iii) the development or manner of development of any of the Property, or (iv) any engineering or other defect in approved Plans, drawings and specifications.

9.8 Declarant's Rights. The Declarant shall not be required to comply with the provisions of this Article in the initial construction of the Property.

ARTICLE X

MAINTENANCE AND REPAIR OBLIGATIONS

10.1 Maintenance by Owner. It shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration requiring ACC Approval, to maintain, repair, replace and restore the Dwelling Unit, Limited Common Area, and Improvements located on his Lot, and to ensure that the Lot itself is maintained in a neat, sanitary and attractive condition. If any Owner shall permit any Dwelling Unit, Limited Common Area, or Improvement, the maintenance of which is the responsibility of such Owner, to fall into disrepair or to become unsafe for either other beings within the community or to the habitat of the desert tortoises to become unsightly or unattractive or to otherwise violate this Declaration, the Board shall have the right to seek any remedies at law or in equity which it may have. In addition, the Board shall have the right, but not the duty, to enter upon such Owner's Lot to perform such emergency and non-emergency repairs or maintenance as the Board deems appropriate and to charge the cost thereof to the Owner. Said cost shall be a Corrective Assessment enforceable as set forth in this Declaration. For non-emergency repairs or maintenance the Owner shall be entitled to Notice of Noncompliance by the Board and Right to Hearing.

10.2 Operation and Maintenance by Association. The Association shall provide for such maintenance and repair of the Common Areas as the Board determines is appropriate and necessary.

10.3 Mold. Whether or not you as an Owner experience mold growth depends to a great extent on how you manage and maintain your Dwelling Unit. You are hereby given notice to take all reasonable means to detect and prevent growth and infestation of mold and other similar agents. The Declarant will not be responsible for any damages, and as Owner you waive any claim to damages, caused by mold, or by some other agent, that may be associated with customary construction practices in the area, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects or losses. Any implied warranties, including but not limited to an implied warranty of workmanlike construction, an implied warranty of habitability, an implied warranty of merchantability or an implied warranty of fitness for a particular purpose, are hereby waived and disclaimed by you as the Owner.

ARTICLE XI

BUILDING, USE AND OCCUPANCY

All real property within the Property shall be held, used and enjoyed subject to such limitations and restrictions set forth below:

11.1 Single Family Residence. The Lots into which the Property shall be divided shall be used only for single family residential dwellings. There shall be no multiple unit dwellings of any kind, including but not limited to basement apartments, duplexes or apartment buildings. No condominiums of any kind are allowed. No timesharing of any kind is allowed. Each Dwelling Unit shall be occupied only by a single family. No one shall be entitled to reside in a residence constructed on a Lot unless they are members of the immediate family therein residing, or are authorized foster children or wards. No boarding houses or other group housing for unrelated people of any kind is allowed, regardless of the method or structure of the occupancy arrangement.

11.2 Quiet Enjoyment. No noxious or offensive activity shall be conducted nor allowed to occur in or upon any part of the Property nor shall anything be done or placed in or upon the Property which is or may become a nuisance or may cause embarrassment, disturbance or annoyance to other Owners. Owners who desire to dry their laundry by hanging it outdoors must do so only in the rear yard of their Lot and must be obscure from the view of other property owners. No activity shall be conducted upon the Property, nor any improvements constructed thereon, which are or may become unsafe or hazardous to any person or property. Loud noise inconsistent with a residential environment is prohibited. It shall be forbidden for any person within the Subdivision to use or operate any radio, musical instrument, phonograph, television receiver, or other machine or device for the producing, reproducing or amplification of the human voice, or any other sound in such a manner as to (1) disturb, for that time of the day or night, the reasonable peace, quiet, and comfort of the occupants of neighboring Dwelling Units; or (2) create any loud or raucous noise level by such use or operation which is audible to the human ear during the hours of 9:00 p.m. to 7:00 a.m. of the following day, at a distance in excess of fifty (50') feet from the property line of the noise source.

11.3 Parking. No trailers, boats or other forms of recreational vehicles may be parked, kept or stored within the Subdivision unless they are kept within the garage. No automobiles may be parked on streets within the Subdivision.

11.4 Signs. No commercial signs of any kind shall be displayed to public view on any Lot, except that each Owner may display one sign of not more than five (5) square feet advertising the property for sale. Anything contained herein notwithstanding, Declarant may during the course of development of the Property and sale of Lots, place attractive signs in excess of the five (5) square foot restriction as necessary to advertise the Property in conformity with Springdale Code Title 10, Chapter 24, as amended.

11.5 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, or any Lot, excepting only household pets. For Lots 1 through 7, dogs may not exceed 60 pounds in weight. For Lots 8 through 15, there is no maximum weight limit for dogs. Dogs, cats and other household pets may not be kept for commercial purposes

and are restricted to the Owner's Lot or under the Owner's control by lease or similar restraint and Owner's must either have indoor pets or a Board approved enclosed run for pets. Pets must be leashed when not in an enclosed area.

11.6 Trash Receptacles. All such waste shall be kept at all times in appropriate sanitary containers. The garbage containers shall at all times be stored out of prominent view. Any building materials or construction materials shall be neatly stacked and kept upon the Property and shall not remain thereon for more the sixty (60) days following the completion or construction. All Lots shall be used and kept free from trash, rubbish, garbage or other waste, and the Property shall at all times be kept by the various Owners in an attractive manner.

11.7 Land Use; Zoning. All land use and all buildings constructed shall fully comply with all zoning, land-use, building, and other relevant ordinances, codes, and regulations applicable to the property, which include but are not limited to the land-use, zoning, and building ordinances of the State of Utah, of Washington County, and of the Town of Springdale. All grading shall be done so as to preserve or restore the drainage of the land and so as to comply with all flood control requirements of any applicable agency. All disturbance of the natural vegetation must be restored back to a natural like kind condition.

11.8 Subdivision. No Lot within the Property shall be further subdivided. No Owner shall further partition or subdivide his Lot or the rooms in the Dwelling Unit, including without limitation any division of his Lot into time-share estates, time-share uses, or creation of additional living quarters; provided, however, that this provision shall not be construed to limit the right of an Owner (1) to rent or lease his entire Lot to a single family by means of a written lease or rental agreement subject to the restrictions of this Declaration, so long as the Lot is not leased for transient or hotel purposes; (2) to sell his Lot; or (3) to transfer or sell any Lot to more than one person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or some other form of joint ownership. The terms of any such lease or rental agreement shall be made expressly subject to this Declaration and the Bylaws of the Association. Any failure by the lessee of such Lot to comply with the terms of this Declaration, the Bylaws of the Association or the Rules and Regulations shall constitute a default under the lease or rental agreement.

11.9 Drainage. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat. Within these easements, no structure shall be permitted to remain which may damage or interfere with the installation and maintenance of utilities. This easement area of each Lot shall be maintained continuously by the Owner except for those improvements for which a public or utility company is responsible.

11.10 Landscaping. All Owners agree that a major influence on property values is the appearance of each individual Lot within the Subdivision. All Lots shall be well maintained so as to present a quality appearance. The front and side yard landscaping shall be completed for each Lot by Declarant within one (1) year after the completion and/or occupancy of any Dwelling Unit on said Lot. At a minimum, all Lots shall be suitably planted, in grass, ground cover, flower beds, or low-water landscape materials (xeriscape), said planting to be

completed within one year of the completion of any building or structure on the Lot. Lot Owners shall maintain the landscape and control the growth of weeds on the entire Lot not covered by finished structure, concrete, or asphalt. Lots 1 – 7 must maintain and control growth of weeds with non-pesticide and non-herbicide methods. On such lots only mechanical removal of weeds by hand and shovel is allowed. Any plot that is forage for a desert tortoise is not a weed and shall not be removed.

11.11 Driveways. Driveways shall be constructed out of concrete, inlaid brick, or other hard materials approved by the Town of Springdale. Driveways consisting of cinders, sand, gravel, asphalt or dirt shall not be permitted on any Lot. Driveways shall be of a sufficient size that two (2) vehicles can park thereon side by side, and shall in all other respects conform to the Town of Springdale's requirements. Driveways shall be limited solely to providing a connection between the street and the garage area; no private lanes or streets traversing Lots shall be allowed.

11.12 Minimum Livable Area. All Dwelling Units within the Project shall be of the same principal design, floor plan and square footage, except that some Lots within the Project are situated to accommodate Dwelling Units that are constructed with a full basement. In such case, the main and second floors of these Dwelling Units shall be substantially similar to the other Dwelling Units in the Project that do not have basements. The finished ground-level living area of all Dwelling Units shall be not less than one thousand two hundred (1,200) square feet, excluding garages and outbuildings. Each Dwelling Unit shall also have a second story of at least three hundred seventy-five (375) square feet. In the event any Dwelling Unit within the Project is destroyed by any natural or unnatural cause, said Dwelling Unit shall be reconstructed of substantially the same materials and design so as to achieve its prior appearance and design. In order to maintain the integrity and continuity of the Project, all Dwelling Units within the Project shall be insured against risk of a total loss and provide for exact reconstruction in the event of a total loss.

11.13 Completion of Construction. Construction of any Dwelling Unit on a Lot in the Subdivision shall be completed within nine (9) months after the beginning of such construction, unless Declarant provides an extension for good cause shown. No Dwelling Unit constructed on any Lot in the Subdivision shall be occupied or used for residential purposes or human habitation until the Owner has received certification for occupancy by the appropriate governmental agencies.

11.14 Temporary Buildings. No temporary buildings, structures, or improvements of any kind shall ever be erected or maintained on any of the Lots within the Property. Provided, however, that in a reasonable manner during construction, a general or subcontractor shall be entitled to keep a temporary construction trailer or portable building on the Property.

11.15 Roofs. No Dwelling Unit may have a roof pitch of less than 5/12 pitch. Roofing material may be flat concrete tile, or bar tile, or of comparable or better masonry roofing

material. All Dwelling Units to be constructed or erected on any Lot shall conform with these covenants and be in harmony with external design with existing structures in the Subdivision.

11.16 Fenced Areas. The Project has been designed to retain an openness between Lots. Accordingly, fences shall not be constructed around the perimeter of any Lot; however, Declarant may designate as Limited Common Area an area that may be enclosed with a fence. Where allowed, no fence, wall or hedge higher than six (6) feet shall be erected or maintained on any Lot. Declarant may place fencing for desert tortoises on the property in a design and location approved by the U.S. Fish & Wildlife Service. Except as modified and further restricted herein, all fences or walls shall comply with existing municipal regulations, except that fences may not be constructed of vinyl, plastic or chain link.

11.17 Diseases and Insects. No Owner shall permit any thing or condition to exist upon any property within Red Hawk which shall induce, breed or harbor infectious plant diseases or noxious insects. No chemicals potentially harmful to the desert tortoises or to desert tortoise forage are to be used in lands adjacent to or lands accessible to desert tortoises.

11.18 Air-Conditioning Equipment. No heating, air conditioning or refrigeration equipment shall be placed, allowed or maintained anywhere other than on the ground unless screened or concealed (subject to required approvals by the Homeowner's Committee) in such manner that the screening or concealment thereof appears to be part of the integrated architectural design of the building and does not have the appearance of a separate piece of machinery fixtures or equipment.

11.19 Burning and Incinerators. No open fires or burning shall be permitted on any Lot at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use, in customary fashion, of outdoor residential barbecues or grills.

11.20 FCC Policy.

(a) Types of Antennas. This Section applies only to antennas, masts and dishes (collectively antennas) listed in FCC Rules. All other antennas, except the ones requested by the FCC, are *prohibited without the approval of the ACC.*

(b) Location and Installation. If the antenna is one of the types now allowed under FCC Rules, the antenna must still comply with the following regulations:

(i) No antenna may encroach upon the Common Area or the property of another Owner.

(ii) An antenna must be placed on the backside of the roof (or in the attic) or screened in the backyard so no part of the antenna or satellite dish may be seen from the street in front of the Dwelling Unit, provided an acceptable signal quality may be received from such location.

(iii) The antenna must be shielded from view from the street and neighboring Property to the maximum extent possible as long as an acceptable signal quality may be received. If necessary to shield the antenna from view, the Association may require that the antenna be shielded by reasonably priced landscaping that complies with the Association's landscape requirements.

(iv) Antennas and any visible wiring must be painted to match the color of the structure to which they are installed, provided the painting does not interfere with acceptable quality signal and does not void the manufacturer's warranty.

(v) The antenna must comply with all applicable city, county and state laws, regulations and codes. The Association must be provided with a copy of any applicable governmental permits and local codes.

(vi) Installation must be pursuant to the manufacturer's instructions.

(vii) In order to protect against personal injury and property damage, an antenna may not be placed in a location where it may come into contact with a power line.

(viii) In order to protect against personal injury and property damage, all antennas must be properly grounded and secured.

(ix) In order to protect against personal injury, antennas may not block or obstruct any driver's view of an intersection or street.

(x) If the antenna is attached to a mast, the mast height shall be no higher than absolutely necessary to receive acceptable signal quality.

(c) Maintenance.

(i) The Owner is responsible for all costs associated with the installation and maintenance of an antenna.

(ii) The Owner is responsible for all damage caused by or connected with the antenna.

(iii) The Owner must hold the Association harmless and indemnify the Association in the event that someone is injured by the antenna.

(iv) The Owner shall keep the antenna in good repair so that it does not violate any portion of this Section.

(d) FCC Notice. The FCC Rules provide that a restriction will impair installation, maintenance, or use if it:

(i) Causes unreasonable delay in installation;

(ii) Unreasonably increases the cost of the equipment or its installation, maintenance, or use; or

(iii) Precludes reception of an acceptable quality signal.

(e) Notification.

(i) An Owner must complete the notification form attached as Exhibit B and submit a copy of the completed form to the Association within five (5) business days after installing an antenna allowed pursuant to this Section.

(ii) If requested by the Association, the Owner must establish a mutually convenient time to meet with a representative of the Association to review and discuss the antenna.

(f) Enforcement.

(i) In the event of a violation of this Section, the Association may bring an action for declaratory relief with the FCC or the Fifth District Court, Washington County, after notice and an opportunity to be heard. If the FCC or Court determines that this Section is enforceable, the Owner shall pay a \$50.00 fine to the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues.

(ii) If an antenna poses a serious, immediate safety hazard, the Association may seek injunctive relief to compel the removal of the antenna.

(iii) The Association shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in the enforcement of this Section.

(g) Severability.

(i) If any provision of this Section is ruled invalid, the remainder of this Section and the Declaration shall remain in full force and effect.

(ii) If the FCC modifies its rules, the modified rules shall be incorporated into this Section as if fully set forth herein.

ARTICLE XII

DAMAGE AND CONDEMNATION

Damage to or destruction of all or any portion of the Common Area and condemnation of all or any portion of the Common Area shall be handled in the following manner:

(a) Each Member shall be liable to the Association for any damage to the Common Area or Improvement thereon sustained by reason of the negligence or willful misconduct of said Member. All expenses of fixing the damage may be levied by the Association as a Corrective Assessment.

(b) If at any time the Common Area, or any part thereof, shall be taken or condemned by any authority having the power of eminent domain, the Association shall represent the Lot Owners in these proceedings, negotiations, settlements or agreements. All compensation and damages shall be payable to the Association and shall be used

promptly by the Association to the extent necessary for restoring and replacing any Improvements on the remainder of the Common Area. Upon completion of such work and payment in full therefore, any proceeds of condemnation then or thereafter in the hands of the Association which are proceeds for the taking of any portion of the Common Area shall be disposed of in such manner as the Association shall reasonably determine.

ARTICLE XIII

INSURANCE

13.1 Insurance. The Association may secure liability and casualty insurance for the Common Area. The Association shall secure general liability insurance covering the Common Areas for at least \$500,000.00 per occurrence.

13.2 Fidelity Insurance. A fidelity policy or policies to protect against dishonest acts on the part of Board, officers, Manager, employees of the Association and all others (including volunteers) who handle or are responsible for handling funds of the Association. This fidelity coverage shall name the Association as the obligee or insured and shall be written in an amount sufficient to offer the protection reasonably required, but in no event less than one hundred percent (100%) of the Association's estimated annual operating expenses including reserves. The fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Said policy shall also provide that it may not be canceled or substantially modified (including cancellation for non-payment of premiums) without at least thirty (30) days prior written notice to all Mortgagees of Lots.

13.3 Lots and Dwelling Units Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Lot or Dwelling Unit on a Lot or any Improvement thereon erected by the Owner.

ARTICLE XIV

MORTGAGEE PROTECTION CLAUSE

Notwithstanding any other provision of this Declaration, the following provisions concerning the rights of first Mortgagees shall be in effect:

14.1 Preservation of Regulatory Structure and Insurance. Unless the holders of seventy-five percent (75%) of all first Mortgagees and seventy-five percent (75%) of the Lot Owners shall have given their prior written approval, the Association shall not be entitled:

(a) by act or omission to change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the Architectural design of the exterior,

appearance of Dwelling Units, the exterior maintenance of Dwelling Units under certain conditions provided in Section 9.1, or the upkeep of the Common Area;

14.2 Notice of Meetings. The Association shall give to any first Mortgagee of a Lot requesting the same, notice of all meetings of the Association, and such first Mortgagee shall have the right to designate in writing a representative to attend all such meetings.

14.3 Right to Examine Association Records. Any first Mortgagee shall have the right to examine the books, records and audit financial statements of the Association.

14.4 Rights Upon Foreclosure of Mortgage. Each holder of a first Mortgage (or Deed of Trust) on a Lot and any purchaser from it who comes into possession of the Lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or pursuant to a power of sale or otherwise will take the Lot free of, and shall not be liable for any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot.

ARTICLE XV

GENERAL PROVISIONS

15.1 Enforcement. The restrictions set forth in this document shall operate as covenants running with the land for the benefit of the Town as set forth in Section 15.2 and any and all persons who now may own, or who may hereafter own, property in the Subdivision, and such persons are specifically given the right to enforce these restrictions through any proceeding, at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered by then from any violation thereof. In the event any enforcement action is necessary, the person or persons seeking enforcement shall be entitled to enjoin the violation of these covenants, and to recover any and all damages of any kind suffered by then because of the violation. In addition, the prevailing party in any action to enforce the Declaration shall be entitled to recover from the other all costs, attorney's fees and expenses incurred in the enforcement action.

15.2 Town's Rights to Enforce. Since the Subdivision and Project are part of an Affordable Housing Development in the Town and subject to a Moderate Income Housing Development Agreement between the Declarant and the Town, the Town shall have the right, in its sole discretion, to enforce these covenants, conditions and restrictions against any owner of property within the Project, including but not limited to the withholding of any permits required for development of any kind within the Project; however, the Town may not be compelled by any owner to so act, and the Town's failure to act in any specific instance shall not constitute a waiver of, nor enjoin it in the future from, its ability to enforce these covenants, conditions and restrictions.

15.3 Declarant's Right to Amend. The Declarant shall have the right to modify

these Restrictive Covenants, subject to its Moderate Income Housing Development Agreement with the Town, until all Lots in the Subdivision have been sold by the Declarant.

15.4 Amendment. Once all Lots in the Subdivision have been sold by the Declarant, The Declaration will remain in force, subject to amendment by a majority vote of three-fourths of the Lot Owners and approval by the Town of Springdale, Utah, pursuant to its development agreement with Declarant. The Amendment shall not be enforceable or effective until an instrument is recorded in the Washington County Recorder's office indicating that a vote has been duly and properly taken on the proposed amendment, that it has been approved by the requisite percentage of Owners within the Subdivision and the Town, and is signed and acknowledged by each Owner and the Town in favor of the modification.

15.5 Votes. Any vote, approval or other action specified herein to be taken by the Owners which requires a specified percentage shall be calculated on the basis of one vote for each Lot within the Subdivision.

15.6 Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

15.7 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Common Area. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

15.8 Notice. Any notice, including without limitation Notice of a violation of this Declaration, the Bylaws, or any Rules and Regulations of the Association, permitted or required to be delivered as provided herein shall be fair and reasonable if given in writing and may be delivered either personally or by first class or registered mail. If delivery is made by mail, it shall be deemed to have been delivered three (3) business days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association. Notwithstanding the foregoing, notice given by other means shall be deemed fair and reasonable if given in accordance with the Utah Revised Nonprofit Corporation Act.

15.9 Manager. The Association may carry out through a Manager any of its functions which are properly the subject of delegation. Any Manager so engaged may be an independent contractor or an agent or employee of the Association. Such Manager shall be responsible for managing the Property for the benefit of the Association and the Owners, and

shall, to the extent permitted by law and the terms of a management agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

15.10 Terms of Management Agreement. Any agreement for professional management of the Development or any other contract providing for services of the Declarant sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of termination fee on not more than ninety (90) but not less than thirty (30) days written notice.

15.11 Rules and Regulations. The Board shall have the authority to promulgate and adopt Rules and Regulations as the Board deems necessary or desirable (i) to aid it in administering the affairs of the Association, (ii) to insure that the Property are maintained and used in a manner consistent with the interests of the Owners, (iii) to regulate the use of the Common Areas and to regulate the personal conduct of the Members and their guests thereon, and (iv) to establish penalties and fines for the infractions of any Rules and Regulations, this Declaration, or the Bylaws. Fines levied may be assessed as a Corrective Assessment against the Lot.

IN WITNESS WHEREOF, Declarant executed this Declaration on the 24th day of October, 2008.

DECLARANT:

COLOR COUNTRY COMMUNITY HOUSING
INC.

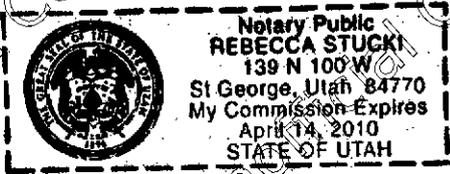
By: [Signature]
Its:

STATE OF UTAH,

County of Washington)

On this 24th day of October, 2008, personally appeared before me C. Ty Tippets, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the Executive Director COLOR COUNTRY COMMUNITY HOUSING, INC., a Utah corporation, and that he executed the foregoing

Declaration on behalf said corporation being authorized and empowered to do so by the bylaws of said Corporation or resolution of its Directors and he/she acknowledged before me that such Corporation executed the same for the uses and purposes stated therein.



Rebecca Stucki
Notary Public

**Exhibit A
(Legal Description)**

All of lots 1-15, and the common areas, of Redhawk at Springdale subdivision according to the official plat thereof on file in the records of the Washington County Recorder

- S-RDHK-1, Redhawk amended
- S-RDHK-2, Redhawk amended
- S-RDHK-3, Redhawk amended
- S-RDHK-4, Redhawk amended
- S-RDHK-5, Redhawk amended
- S-RDHK-6, Redhawk amended
- S-RDHK-7, Redhawk amended
- S-RDHK-8, Redhawk amended
- S-RDHK-9, Redhawk amended
- S-RDHK-10, Redhawk amended
- S-RDHK-11, Redhawk amended
- S-RDHK-12, Redhawk amended
- S-RDHK-13, Redhawk amended
- S-RDHK-14, Redhawk amended
- S-RDHK-15, Redhawk amended

**Exhibit B
(Fish & Wildlife Letter)**

PROJECT FILE

United States Department of the Interior FISH AND WILDLIFE SERVICE

UTAH FIELD OFFICE
2369 WEST ORTON CIRCLE, SUITE 50
WEST VALLEY CITY, UTAH 84119



SURNAME

In Reply Refer To
EUT-04-F-011

October 20, 2004

Howard Kutzer
Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801

RE: Biological Opinion for the Color County Community Housing Project Located in
Springdale, Utah

Dear Mr. Kutzer:

This document transmits the U.S. Fish and Wildlife Service's (Service's) biological opinion based on our review of the Color County Community Housing project located in Springdale, Utah and its effects on desert tortoises in accordance with section 7 of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.). Your request for formal consultation was received on March 24, 2004.

This biological opinion is based on information provided in your September 29, 2003 letter; the December 4, 2003 meeting and field investigations; a March 22, 2004 Biological Assessment (BA) and other sources of information.

The proposed project will take place entirely in Washington County, Utah on private lands authorized for development by the Washington County HCP with federal funds provided by Housing and Urban Development (HUD). The Washington County HCP enables incidental take of desert tortoise associated with otherwise lawful activities such as development. The proposed project is located within identified "take" area of the HCP. This project is receiving federal funds through HUD which require compliance with section 7 of the Act.

Based on HUDs BA and associated correspondence outlining potential impacts to threatened or endangered species, we concur with the finding of not likely to adversely affect for bald eagle (*Haliaeetus leucocephalus*), southwestern willow flycatcher (*Empidonax traillii extimus*), Holmgren milkvetch (*Astragalus holmgreniorum*), and Shivwits milkvetch (*Astragalus ampullarioides*).

HUD has determined that the proposed action may adversely affect Mojave desert tortoise, a federally threatened species. Based on surveys completed by Washing County HCP administration on November 17, 2003, no burrow or dens were found in the project area. However, 2 dens were found on an adjacent parcel of land owned by Springdale City and

tortoises are known to occupy Zion National Park which is in close proximity to the project area. While no part of this project occurs in designated critical habitat for the desert tortoise, animals may utilize parts of the project lands during the active season. As a result, the Service is issuing this biological opinion with an Incidental Take Statement, reasonable and prudent measures, and terms and conditions.

Consultation History

On September 29, 2003 the Service was contacted by HUD with a no effect determination for desert tortoise. The proposed project is located within "take" areas identified in the Washington County HCP which allows for incidental take of desert tortoise as a result of otherwise lawful activities. As such, the Service would not concur with the no effect determination until HUD had shown compliance with the clearance criteria identified in the Washington County HCP. Upon discussions with Washington County Administration and the project proponent, it was determined that fewer long term impacts would occur to this population of tortoises with minor adjustments to the clearance criteria. Due to these modifications to the clearance protocol, HUD initiated formal consultation with the Service on March 22, 2004.

BIOLOGICAL OPINION

Description of the Proposed Action

The proposed project consists of the development of 20 affordable housing units on private property in Springdale, Utah. The project is located adjacent to lands owned by the City and Zion National Park. The project area will be fenced off with tortoise proof fence prior to the active season. During the clearance window identified in the Washington County HCP, qualified biologists will clear the project lands in accordance with approved clearance protocol. However, instead of removing animals located on the project site to the Temporary Care Facility, any animals found will be located to the other side of the fence until development is completed. Upon completion of the development, the fences will be removed and tortoises will be free to utilize the project area.

Applicant Committed Measures Designed to Lessen Environmental Impacts

- The applicant will minimize development disturbance and restrict envelope size to 70 feet by 70 feet.
- The applicant will utilize native vegetation in all landscape efforts associated with this development.
- The applicant will utilize covenants and restrictions control dog size and discourage off leash.

- The applicant will grant a conservation easement to the City of Springdale on remaining undeveloped land for open space purposes.
- The applicant will promote an education program to residents on the needs and impacts of desert tortoise.
- The applicant will incorporate a designated trail through the area.

Status of the Species/Critical Habitat

Species Description and Life History

The desert tortoise is a large, herbivorous reptile that is generally active when annual plants are most common (spring, early summer, autumn). Desert tortoises usually spend the remainder of the year in sheltered sites, escaping the extreme weather conditions of the desert. Sheltering habits of desert tortoises vary greatly in different geographic locations. Shelter sites may be located under bushes, in the banks or beds of washes, in rock outcrops, or in caliche caves. Burrows function primarily as thermoregulatory aids and may also serve to help in water conservation and protection from predators. Burrow sites may be located under bushes, in the banks or beds of washes, in rock outcrops, or in caliche caves. The size of desert tortoise home ranges varies with respect to location and year. Females have long-term home ranges that are approximately half that of the average male, which range from 25 to 200 acres (Berry 1986).

The range of the Mojave population of the desert tortoise includes a portion of the Mojave Desert and the Colorado Desert subdivision of the Sonoran Desert and spans portions of four States. The Mojave Desert is located in southern California, southern Nevada, northwestern Arizona, and southwestern Utah. It is bordered on the north by the Great Basin Desert, on the west by the Sierra Nevada and Tehachapi Ranges, on the south by the San Gabriel and San Bernardino Mountains and the Colorado Desert, and on the east by the Grand Wash Cliffs and Hualapai Mountains of Arizona. In Utah, the native range of this species is generally restricted to Washington County below approximately 1,330 meters elevation (4,000 feet).

The desert tortoise is most commonly found within the desert scrub vegetation type, primarily in creosote bush scrub vegetation, but also in succulent scrub, cheesebush scrub, blackbush scrub, hopsage scrub, shadscale scrub, microphyll woodland, and Mojave saltbush-allscale scrub (Service 1994). Within these vegetation types, desert tortoises potentially can survive and reproduce where their basic habitat requirements are met. These requirements include a sufficient amount and quality of forage species; shelter sites for protection from predators and environmental extremes; suitable substrates for burrowing, nesting, and overwintering; various plants for shelter; and adequate area for movement, dispersal, and gene flow. Throughout most of the Mojave region, tortoises occur most commonly on gently sloping terrain with soils ranging

from sand to sandy-gravel and with scattered shrubs, and where there is abundant inter-shrub space for growth of herbaceous plants. Throughout their range, however, tortoises can be found in steeper, rockier areas. Tortoises are considered active from February 15 through October 31.

The desert tortoise is threatened by numerous factors, most of which are human-caused. These factors include destruction, degradation, and fragmentation of desert tortoise habitat resulting from habitat conversion to urban or agricultural development, construction of roads, mining, sheep and cattle grazing, and other activities; direct mortality or removal of animals from populations due to collecting, road kills, vandalism, etc.; and mortality due to an upper respiratory tract disease (URTD), particularly in the western Mojave Desert (Service 1994). Fire is an increasingly important threat to desert tortoise habitat. Over 500,000 acres of desert lands burned in the Mojave Desert in the 1980s, and these types of fires continued to occur on a grand scale throughout the 1990s. Fires in Mojave Desert scrub degrade or eliminate habitat for desert tortoises (Appendix D of Service 1994).

Further information on the range, biology, and ecology of the desert tortoise can be found in Luckenbach (1982), Turner et al. (1984), Weinstein et al. (1987), Ernst et al. (1994), various papers by J.R. Spotila and others in Herpetological Monographs (June 30, 1994), various papers in Bury and Germano (eds.) (1994), and Service (1994).

Analysis of the Species & Critical Habitat to be Affected

The project area does not occur within designated critical habitat therefore, none will be affected. However, the project is in close proximity to Zion National Park where a small isolated population of tortoises exists. Within 10 miles of the project area is the Upper Virgin River CHU. This recovery unit is the smallest of the six Recovery Areas designated for Mojave desert tortoise recovery. Most of the critical habitat within this Unit is intensely managed as the Red Cliffs Desert Reserve established as the primary mitigation measure for the 1996 issuance of an Endangered Species Act section 10(a)(1)(B) incidental take permit. Along its southern boundary, where proximity to urban development is highest, most of the unit is fenced and vehicular access by the public is restricted to paved roads. Grazing has functionally been eliminated; law enforcement patrols have been increased, and research and non-motorized recreation have been restricted. Overall, tortoise habitat in the Reserve (in which most of the CHU is found) is in moderate to good condition. Some areas are severely degraded, but the condition of most of the habitat is good. Utah Division of Wildlife Resources (Division) 2003 tortoise population monitoring has shown a decline of 45% in zone 3 of the Reserve. These declines are believed to be the result of upper respiratory disease brought on by increased stress due to drought. Declines in the population have not been noted elsewhere in Washington County.

Environmental Baseline

The project area does not contain critical habitat for the desert tortoise. Surveys conducted in November 2003, March of 2004 and October 2004 by Washington County HCP administration found no burrows within the project area. It is however, adjacent to a small, isolated population of desert tortoise which exists within Zion National Park. According to population surveys completed by the Park in 2003, there is a population of 14 animals with a confidence interval of 12 to 26 animals in the Park (Kim et al 2003). These animals also have access to adjacent private lands some of which are identified as the project area. Other private land within the surrounding area has been identified as "take" areas of the Washington County HCP and will likely be developed in the future. As these private lands adjacent to the Park are cleared under the HCP, the Park population is at risk of continually losing animals through clearances. Therefore, the most imminent threat to this isolated population is the continual removal of animals through clearances.

Effects of the Action

Although the proposed action will disturb 5 acres of desert tortoise habitat, it is habitat that has been identified as "take" in the Washington County HCP and is not designated critical habitat. The proposed action is however, located in close proximity to Zion National Park which hosts a small population of desert tortoise which the Park would like to maintain. Therefore, rather than completing a clearance of the project lands as per the HCP, the project lands will be temporarily fenced during construction and tortoises will be placed outside the construction area. Upon completion of the project, tortoises will be allowed to return to the area. While the risk of "take" of tortoises during construction will be avoided, the potential to take a tortoise during daily lawful activities through crushing with vehicles, take by dogs, poaching by humans etc. will still exist. However, it is believed that this risk is preferable to permanently removing these animals from the already small Park population.

Cumulative Effects

Although there are no known reasonably foreseeable nonfederal actions, there are additional "take" lands adjacent to this project which could be cleared as per the HCP. The loss of these lands as well as the animals have been analyzed through section 7 on the issuance of the 40(a)(1)(B) permit and were not significant.

Conclusion

After reviewing the current status of the Mojave desert tortoise, the environmental baseline for the action area, the effects of the proposed action and the cumulative effects, it is the Service's biological opinion that construction of the Color County Community Housing Project is not likely to jeopardize the continued existence of the Mojave desert tortoise in the Upper Virgin River Recovery Unit, nor is it likely to destroy or adversely modify designated critical habitat.

The Service reached this conclusion based on the following reasons:

- (1) The proposed project does not occur in Critical Habitat.
- (2) The proposed project will be fenced during construction and animals moved out of harms way but allowed access to the area post construction.

INCIDENTAL TAKE STATEMENT

Section 9 of the Act and Federal regulation pursuant to section 4(d) of the Act prohibit the take of endangered and threatened species, respectively, without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. Harm is further defined by the Service to include significant habitat modification or degradation that results in death or injury to listed species by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harass is defined by the Service as intentional or negligent actions that create the likelihood of injury to listed species to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding or sheltering. Incidental take is defined as take that is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity. Under the terms of section 7(b)(4) and section 7(o)(2), taking that is incidental to and not intended as part of the agency action is not considered to be prohibited taking under the Act provided that such taking is in compliance with the terms and conditions of this incidental take statement.

The measures described below are non-discretionary, and must be undertaken by the Bureau so that they become binding conditions of any grant or permit issued to Color Country Community Housing and its contractors, as appropriate, for the exemption in section 7(o)(2) to apply. The Bureau has a continuing duty to regulate the activity covered by this incidental take statement. If the Bureau (1) fails to assume and implement the terms and conditions or (2) fails to require (CCCH) or its contractors to adhere to the terms and conditions of the incidental take statement through enforceable terms that are added to the permit or grant document, the protective coverage of section 7(o)(2) may lapse. In order to monitor the impact of incidental take, (CCCH) must report the progress of the action and its impact on the species to the Service as specified in the incidental take statement, [50 CFR §402.14(I)(3)]. Due to the unique nature of the manner in which the tortoise reserve and Upper Virgin River Recovery Unit are managed under the HCP, Washington County HCP staff (Dr. Bill Mader, Lori Rose, or Justin Neighbor) may fulfill HUD obligations outlined herein to the extent that both the HUD and the County agree that is appropriate.

Amount or Extent of Take Anticipated

Based on information provided in the BA and discussion with the Washington County Biologist, and Zion National Park biologist, Shannon Kim, the following amount of take can be anticipated:

1. Up to two (2) desert tortoises may be taken via direct harassment by the proposed action (e.g., moved out of harm's way).
2. Three (3) desert tortoise may be taken via mortality (e.g., crushed by vehicles, killed by dogs) after construction through occupation of residents.
3. An unknown number of desert tortoises may be taken indirectly in the form of harm or harassment through increased noise associated with occupation of the land by residents.

Effect of the Take

In the accompanying biological opinion, the Service determined that this level of anticipated take is not likely to result in jeopardy to the species or destruction or adverse modification of critical habitat.

Reasonable and Prudent Measures

The Service believes that the following reasonable and prudent measures are necessary and appropriate to minimize the incidental take of desert tortoises authorized by this biological opinion.

1. Measures shall be implemented to prevent injury or death of desert tortoise by any project-related activity.
2. Measures shall be taken to ensure compliance with the reasonable and prudent measures, terms and conditions, reporting requirements, and reinitiation requirements contained in this biological opinion.

Terms and Conditions

In order to be exempt from the prohibitions of section 9 of the Act, HUD and the Color County Community Housing must comply with the following terms and conditions, which implement the reasonable and prudent measures described above. These terms and conditions are non-discretionary.

To implement reasonable and prudent measure number 1, the following terms and conditions shall be implemented:

- a) HUD and Color County Community Housing shall jointly designate an individual as a field contact representative who will be responsible for overseeing compliance with terms

and conditions contained in this biological opinion, and providing coordination with the Service during construction.

- b) Prior to construction, before the clearance window opens on March 15, a tortoise proof fence will be installed. The fence will be monitored regularly during construction to ensure that it is functioning properly.
- d) If desert tortoises are found on the project area, Washington County HCP administration will be contacted immediately. All surveys, required handling, and burrow excavation and construction shall be conducted following the protocol described in *Guidelines for Handling Desert Tortoises During Construction Projects* (Desert Tortoise Council, 1994 revised 1999).

To implement reasonable and prudent measure number 2, the following term and condition shall be implemented:

Within 30 days of project completion within desert tortoise habitat, the project proponent shall submit copies of a compliance report to Utah Ecological Services Field Office, U.S. Fish and Wildlife Service. This compliance report will include 1) number of desert tortoises seen (including locations, dates, and times); 2) numbers of desert tortoises moved, and the distance they were moved (including locations, dates, times, and who moved them); 3) number of desert tortoises taken, which includes capture and displacement, death, injury, and harassed by other means, during construction of the project.

The Service believes that no more than the following will be incidentally taken as a result of the proposed action:

1. Two (2) desert tortoises via direct harassment (e.g., moved out of harm's);
2. Three (3) desert tortoise may be taken via crushing etc.;
3. An unknown number of desert tortoises indirectly in the form of indirect harm or harassment.

The reasonable and prudent measures, with their implementing terms and conditions, are designed to minimize the impact of incidental take that might otherwise result from the proposed action. If, during the course of the action, this level of incidental take is exceeded, such incidental take represents new information requiring reinitiation of consultation and review of the reasonable and prudent measures provided. HUD must immediately provide an explanation of

the causes of the taking and review with the Service the need for possible modification of the reasonable and prudent measures.

REPORTING REQUIREMENTS

Upon locating a dead or injured desert tortoise, initial notification must be made within one business day to the Service's Division of Law Enforcement in Cedar City, Utah at telephone (435) 865-0861, the Service's Ecological Services Office at telephone (801) 975-3330, and the St. George Office of the Utah Division of Wildlife Resources at telephone (435) 688-1426.

Instructions for proper handling and disposition of such specimens will be issued by the Service's Division of Law Enforcement consistent with the provisions of the Incidental Take Statement. Care must be taken in handling sick or injured animals to ensure effective treatment, care, and handling of dead specimens to preserve biological material in the best possible state.

REINITIATION STATEMENT

This concludes formal consultation on the proposed affordable housing project in Springdale, Utah. As provided in 50 CFR §402.16, reinitiation of formal consultation is required where discretionary Federal agency involvement or control over the action has been retained (or is authorized by law) and if: 1) the amount or extent of incidental take is exceeded; 2) new information reveals effects of the agency action that may impact listed species or critical habitat in a manner or to an extent not considered in this opinion, 3) the agency action is subsequently modified in a manner that causes an effect to the listed species or critical habitat not considered in this opinion, or 4) a new species is listed or critical habitat designated that may be affected by the action. In instances where the amount or extent of incidental take is exceeded, any operations causing such take must cease pending reinitiation.

We appreciate your interest in conserving endangered species. If further assistance is needed or you have any questions, please contact Elise Boeke, at (801) 975-3330 extension 123.

Sincerely,

ORIGINAL SIGNED

Henry R. Maddux
Utah Field Supervisor

cc: Native Species Biologist, Utah Division of Wildlife Resources, 344 East Sunland #8, St. George, Utah 84790

Administrator, Washington County HCP, 197 East Tabernacle, St. George, Utah 84770

Special Agent, USFWS Division of Law Enforcement, P.O. Box 917, Cedar City, Utah 8721

Cheryl Elliot, DECED, 324 South State, 5th floor, Salt Lake City, UT 84111

Elaine Murphy, Grants-Pro Consulting, P.O. Box 4693, Leeds, UT 84746-0903

bcc: Project file
Reading file

BOEKE/tsb:10/20/04

File: Formal Files \6-UT-04-F-011

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LITURATURE CITED

Berry, K.H. 1986. Desert tortoise (*Gopherus agassizii*) research in California, 1976-1985. *Herpetologica* 42:62-67.

Bury, R.B., and D.J. Germano (eds.). 1994. Biology of North American Tortoises. National Biological Survey, Fish and Wildlife Research 13.

Desert Tortoise Council. 1994 with 1999 revisions. Guidelines for handling desert tortoises during construction projects. Desert Tortoise Council, San Bernardino, California.

Ernst, C.H., J.E. Lovich, and R.W. Barbour. 1994. Turtles of the United States and Canada. Smithsonian Institution Press, Washington D.C.

Luckenbach, R.A. 1982. Ecology and management of the desert tortoise (*Gopherus agassizii*) in California. Pages 1-37 in North American Tortoises: Conservation and Ecology. R.B. Bury (ed.). Fish and Wildlife Service. Wildlife Research Report 12.

McLuckie, A. and M. Bennion, 2004. Regional Desert Trotoise Monitoring in the Red Cliffs Desert Reserve Summary Report 1998-2003. Utah Division of Wildlife Resources. Publication number 04-21.

Turner, F.B., P.A. Medica, and C.L. Lyons. 1984. Reproduction and survival of the desert tortoise (*Scaptochelys agassizii*) in Ivanpah Valley, California. *Copeia* 1984(4):811-820.

U.S. Fish and Wildlife Service. 1994. Desert Tortoise (Mojave Population) Recovery Plan. Fish and Wildlife Service, Portland, Oregon.

Weinstein, M., K.H. Berry, and F.B. Turner. 1987. An analysis of habitat relationships of the desert tortoise in California. A report to Southern California Edison Co.



United States Department of the Interior
FISH AND WILDLIFE SERVICE

UTAH FIELD OFFICE
2369 WEST ORTON CIRCLE, SUITE 50
WEST VALLEY CITY, UTAH 84119

In Reply, Refer To

FWS/R6
ES/UT
6-UT-04-F-011
65411-2008-F-0044

May 28, 2008

Howard Kutzer
Housing and Urban Development
1670 Broadway
Denver, Colorado 80202-4801

RE: Biological Opinion Re-initiation - Redhawk Housing Development Color Country
Housing

This document transmits the Fish and Wildlife Service's (Service) Amendment to the 6-UT-04-F-0011 Biological Opinion of October 20, 2004. The purpose of this amendment is to update the project description and the terms and conditions of the construction activities. In the issued Biological Opinion, under "Applicant Committed Measures Designed to Lessen Environmental Impacts", the project proponent stated, "The applicant will minimize development disturbance and restrict envelope size to 70 feet by 70 feet" to minimize impacts to surrounding vegetation and habitat loss for the Mojave desert tortoises (*Gopherus agassizii*) in the area. On September 12, 2007, a site visit determined that the project description of "70 feet by 70 feet" construction envelope was not being maintained. In addition, native vegetation surrounding construction areas was not being left undisturbed as described in the minimization measures and the number of structures being constructed increased (permanent habitat loss increasing from 2.2 acres to 6.44 acres). The original biological opinion and impacts analysis were not based on the current project description and therefore require amendment.

The Service contacted Cheryl Elliott, Environmental Specialist for Housing and Urban Development (HUD), to notify her that the project was not in compliance with the Biological Opinion because the project description on which the 2004 formal consultation was based had changed. The change in project description was resulting in more adverse impacts to Mojave Desert tortoise (*Gopherus agassizii*) habitat than was originally analyzed. Due to these changes, Section 7 formal consultation has been re-initiated to amend the Biological Opinion issued in 2004.

Project Description

The proposed project area is approximately 10 acres in Springdale, Washington County, Utah. This project aims to provide affordable housing in an increasingly cost-prohibitive housing market. Development plans have changed since the Biological Opinion of October 24, 2004. Originally, 20 affordable housing units were planned for the area. New project development has changed to include construction of 24 apartment units which include 4 buildings and a small community building on 2.2 acres and 15 single family houses on 7.2 acres. The building disturbance envelopes were originally planned to be 70 feet by 70 feet but have been changed to 90 feet by 90 feet to encompass the additional impacts of the construction. Therefore, the permanent loss of tortoise habitat has gone from 2.25 acres of permanent loss from the housing structures to approximately 6.44 acres.

Originally, the "Applicant Committed Measures Designed to Lessen Environmental Impacts" included:

- a) The applicant will minimize development disturbance and restrict envelope size to 70 feet by 70 feet.
- b) The applicant will utilize native vegetation in all landscape efforts associated with this development.
- c) The applicant will utilize covenants and restrictions to control dog size and discourage off-leash dogs.
- d) The applicant will grant a conservation easement to the City of Springdale on remaining undeveloped land for open space purposes.
- e) The applicant will promote an education program to residents on the needs and impacts of desert tortoises.
- f) The applicant will incorporate a designated trail through the area.

Given that the vegetation surrounding the development has not been entirely maintained in keeping with the intent of the original Biological Opinion and the number of housing structures has increased, the permanent desert tortoise habitat loss has increased substantially. Originally, the project was going to have minimal impact on the desert tortoise habitat surrounding the housing envelopes, thereby justifying the continued access to tortoises after the development was completed. The availability of the remaining, undisturbed habitat around the houses was determined to be a benefit that outweighed the disadvantage potentially harmful access to parked cars and the open road.

After a meeting on-site, January 25, 2008, between Service and Color Country Housing, a new plan was devised to minimize the loss of desert tortoise access to habitat (see Attachment A). Temporary tortoise fencing is currently in place and will be replaced by permanent tortoise proof fencing behind lots, 8, 9, and 10.

On the west side of the cut-de-sac, the backyards will be left open to tortoises and the side yards will have tortoise-proof fencing connecting them. A step-over trail gate will be constructed between lots 7 and 8. From the south side of lot 7, fencing will link to lot 6. Fencing between lot 6 and 5 will be closer to the road (where there is steeper topography) to allow tortoise access to that area. Fencing will link lot 5 and lot 4 by being placed partially on top of a retaining wall behind lot 4. From lot 4, the fencing will go straight to lot 2 (going behind lot 3 because the good habitat is well behind lot 3). There would be another retaining wall behind lot 2 due to the steep terrain. The final location of the end of the fencing will be approved by the Service and details included in a post-project report for administrative records. Fencing will be installed behind lot 11 at the toe of the slope (on northeast side) and end behind the beginning of lot 12 (east side). No fencing will be required around the remaining lots due to the distance from contiguous, undisturbed desert tortoise habitat.

The only "Applicant Committed Measures Designed to Lessen Environmental Impacts" that has changed is "a" which now specifies a 90 foot by 90 foot development and disturbance envelope. In keeping with the rest of the "Applicant Committed Measures Designed to Lessen Environmental Impacts", the Covenants, Conditions and Restrictions (CCRs) have been developed and approved by the Service (Attachment B).

We believe that the Reasonable and Prudent Measures and Terms and Conditions of the October 20, 2004 Color Country Community Housing Project Biological Opinion are still sufficient to minimize effects of the proposed activities and the incidental take statement is still applicable. We have attached the 2004 Biological Opinion (Appendix 1) for your convenience.

We appreciate HUD's continued interest in conserving endangered species, and your staff's ongoing efforts to develop and implement these conservation measures. If further assistance is needed or you have any questions, please contact Renee Chi or Laura Romin, 801-975-3330 at extensions 135 and 142.

Sincerely,


Larry Crist
Utah Field Supervisor

Attachments

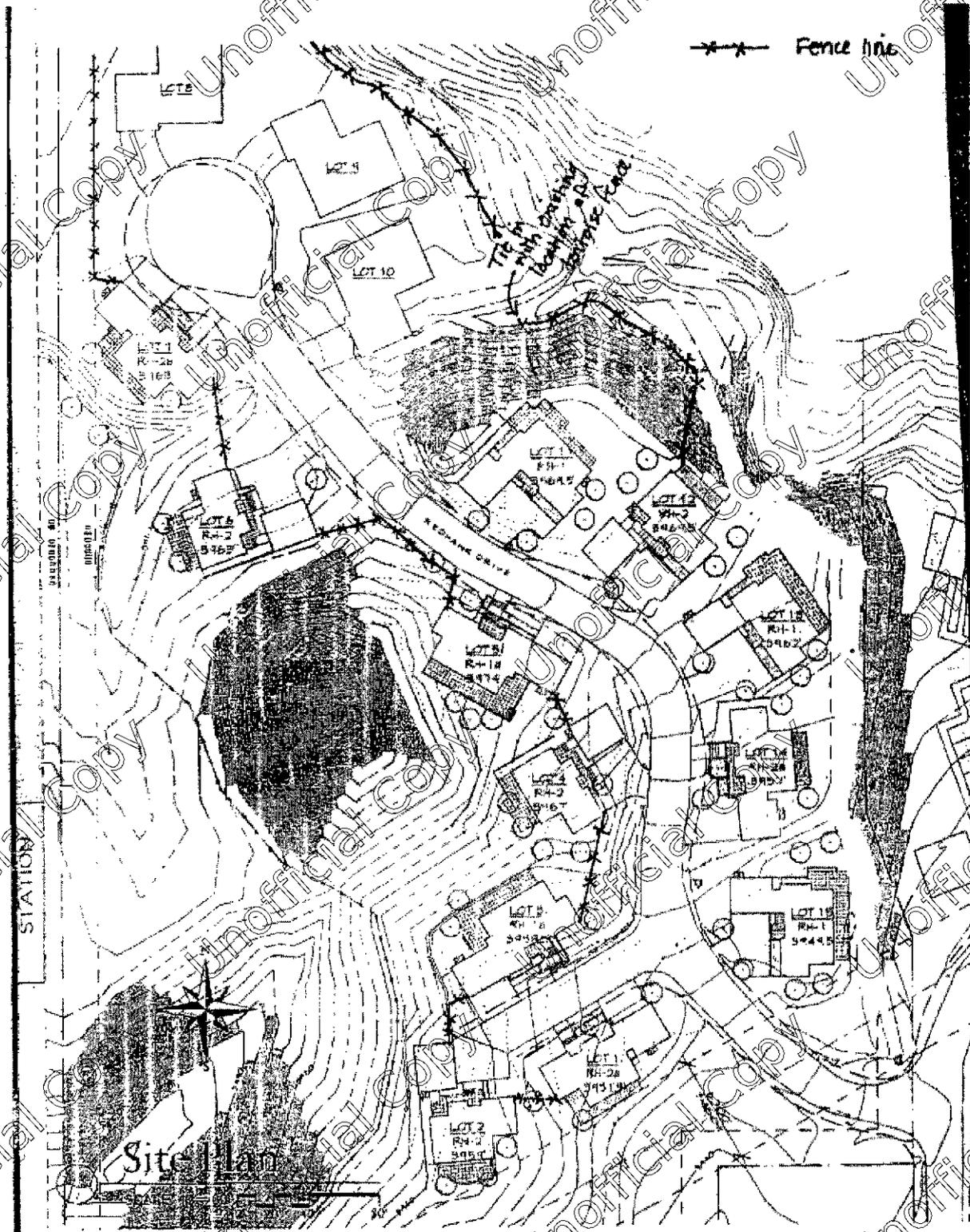
Cc: Native Species Biologist, Utah Division of Wildlife Resources, 344 East Sunland #8, St. George, Utah 84790

Administrator, Washington County HCP, 197 East Tabernacle, St. George, Utah 84770
Special Agent, USFWS Division of Law Enforcement, P.O. Box 917, Cedar City, Utah 84721

Cheryl Elliot, DCED, 324 South State, 5th Floor, Salt Lake City, UT 84111

Tracy Dudson, Color Country Community Housing, Inc., 139 North 100 West, St. George, UT 84770

ATTACHMENT A





PROCLAMATION 2020-03

A PROCLAMATION OF THE SPRINGDALE TOWN COUNCIL ESTABLISHING MAY 2020 AS BIKE MONTH

Whereas, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation, as well as an excellent tool for recreation and enjoyment of Zion Canyon’s scenic beauty; and

Whereas, throughout the month of May, the residents of Springdale can experience the joys of bicycling by simply getting out and going for a ride; and

Whereas, the Town’s roads and trails attract a growing number of bicyclists each year, providing economic, health, transportation, tourism, and quality of life benefits; and

Whereas, creating a bicycling-friendly community improves citizens’ health, well-being, and quality of life, improves traffic efficiency, decreases parking congestion, reduces air pollution, and decreases wear and tear on the Town’s streets and roads; and

Whereas, the Town has been recognized as a “Road Respect” community for its efforts in promoting bicycle safety and mutual respect between drivers and cyclists; and

Whereas, current world and local conditions surrounding the COVID19 pandemic make bicycle use particularly important at this time, for example: riding a bicycle is a good way to promote emotional well-being and relieve stress associated with social distancing and the impacts of COVID19; riding a bicycle improves physical health and promotes a robust immune system; bicycling is an excellent alternative to carpooling, shuttles, transit, and other forms of transportation that can lead to spread of the virus

Whereas, the Town Council supports promoting greater public awareness of bicycle operation and safety education for both cyclists and drivers in an effort to reduce collisions, injuries, and fatalities and improve health, safety, and convenience for all road users,

Now therefore, the Springdale Town Council hereby proclaims May 2018 as Bike Month in Springdale and encourages all residents and visitors to join in this special observance through the following actions:

- 1) Increasing bicycle riding for transportation, recreation, exercise, enjoyment or any other reason.
- 2) Showing respect and courtesy for all road users—automobiles, bicyclists, pedestrians, etc.—to help improve health, safety, convenience, and enjoyment for people using the Town’s streets.

Signed this 20th day of May, 2020.

Stanley J. Smith, Mayor

Attest:

Darci Carlson, Town Clerk



Memorandum

To: Mayor, Town Council
From: Rick Wixom
Date: May 12, 2020
Re: **May 20, 2020 Town Council Meeting**
FY2021 RAP Tax Funding Applications

RAP (recreation, arts and parks) tax funds are sales tax funds that are limited in use by state law to recreational and cultural facilities (recreation, parks, and arts projects) and ongoing operational expenses for recreational facilities and cultural organizations. The County collects the funds and then distributes the funds based on a formula that includes both population and point of sale.

Last year the Council funded a request by the Red Rock Weavers Guild for assistance with a mosaic project on the light poles along Lion Blvd. This project is about half done at this point and continues to move along.

Following this spring's request for RAP funding applications, the Town received three new funding request applications from community partners and non-profits, and one request from the Town's Parks and Recreation Department, all of which are included in this packet material:

- Z-Arts: request for \$15,000 for a sculpture project (this is a re-request of the funding approved two years ago and not implemented). Project is on the RAP priority list.
- Zion Canyon Mesa: request for \$10,000 for operational costs.
- Zion Forever Project: request for \$6,000 for assistance with operational costs related to the Fern and J.L. Crawford Lecture Series.
- Town Parks and Rec: request for \$6,000 for stone benches at the bike hubs (Zion Pizza Noodle and River Park).

Total requests of \$37,000.

This year we anticipate RAP revenues being near \$30,000. The Council may access RAP retained funds from previous years if it determines it is necessary to meet the goals and vision of the program.

In terms of background on the process, the Town can develop policies and procedures on how RAP tax funds will be used and can disperse all or some the funds to applicants according to adopted policies. This year the Council modified the RAP policy and opened the door to for applications requesting funding for operational costs on a limited basis.

The Town can also use RAP funds for implementing or operating Town-owned recreation facilities and projects. The tentative budget includes a request by the Council to utilize some of the retained RAP funds for streetscape improvements.

A copy of the Council's policy and vision for using RAP funds is also attached. In reviewing this year's application(s) for funding, the Council should:

- Determine whether the funding application(s) received this year meet the Council's vision for utilizing RAP funds.
- Determine whether the funding application(s) received this year should be funded this year, or in a future year (based on timing and funding needs).
- Determine if projects already on the prioritization list should be moved to the one-year (immediate) list and funded in the upcoming fiscal year. *(not applicable this year)*
- If project application(s) received this year are not funded in the upcoming fiscal year, prioritize where on the list the project should be placed in relation to other projects.
- Projects that are determined to not meet the RAP vision and policy should be denied funding and not added to the list.

Funding requests identified for funding in the upcoming fiscal year will be included on a future agenda for approval of a funding agreement between the Town and the applicant.

Rap Tax Funds Policy

Background:

Washington County imposed a county option RAP tax in 2015 pursuant to Utah Code 59-12-703 to fund botanical, cultural, recreational, and zoological organizations and facilities in Washington County. Funds collected by the County are allocated 15% to the County for qualifying cultural organizations and 85% to cities and towns based on a ratio of 2/3 population and 1/3 point of sale. The budgeted amount for the Town of Springdale in FY 2019-20 was \$30,000. The amount of RAP tax funds is expected to increase slightly year to year depending on taxable sales within Washington County.

Town Council Vision for Utilizing RAP Funds:

The Town Council has identified the following as its vision for utilizing the Town's portion of the RAP tax funds:

- RAP funds will continue to primarily be used for recreation, arts and parks projects within the Town of Springdale to benefit residents and visitors. Funds are to be used on the improvement of existing recreation, arts and parks facilities, or the development of new recreation, arts and park facilities and projects.
- A limited amount of funds each year, as approved by the Council, may be allocated to fund the administrative or operational costs of qualifying cultural organizations.
- The Council will not set or designate a specific percentage of RAP funds to be used for recreation, arts or parks as demands, funding assistance and other factors will change over time.
- The Council encourages cultural organizations seeking funding for administrative or operational costs to also apply for RAP funds directly from Washington County.

Funding process:

Applications requesting funding for both projects and operational costs will be considered once a year during the Town's annual budgeting process. Applications will be made available through the Town's website. Applications must be returned to the Town Manager prior to April 15th of each year.

The Town Council will review funding request applications during the budget process each fiscal year and determine when and for what purpose RAP funds will be used.

A. Recreation, Arts and Parks Projects:

- The Town, an organized club or group, a non-profit, or an individual may apply for project funding.
- The Council has developed a five-year priority list for recreation, arts and parks projects as part of the Town's budgeting process.
- The Council will review applications for project funding and inclusion of the project on the priority list. Alternatively, the Council may appoint a committee to perform this review and provide a recommendation to the Council.
- Projects must be on the priority list in order to receive funding through RAP funds. The Council may add projects to the one-year (immediate) list and approve them for funding at the same time or add the project (or a portion of a project) to the priority list for funding at a later time.
- The Council may save or set aside funds for multiple years to satisfy a long-term recreation, arts or parks project.
- The application form will be used to identify specifics about the project, including:
 - The anticipated funding needs.
 - Source(s) of other possible funding assistance.

- Timing of improvements.
- The application will include as a minimum the following criteria:
 - How the goals and priorities of the Town will be met by the proposed project.
 - Who will be the primary beneficiary of the proposed project?
 - The ability of the proposer to complete the proposed project.

B. Operational Costs and Expenses

- The Town may utilize RAP funds to fund operating expenses of recreational facilities developed within the Town.
- Qualifying cultural organizations (as defined by the State of Utah) may also apply for funding of operational expenses.
- The application form will be used to identify specifics about the funding request, including:
 - The recreational facility or cultural organization requesting funding.
 - The anticipated funding needs.
 - Source(s) of other possible funding assistance.
 - Whether the funding is assistance to start a program, or for ongoing assistance to the organization.
- The application will include as a minimum the following criteria:
 - How the goals and priorities of the Town and the cultural organization/recreational facility will be met by the proposed funding.
 - Who will be the primary beneficiary of the proposed funding?

Town of Springdale – RAP Tax funding application for Recreation, Arts, and Parks Projects

Entity Information

Entity Name:

Zion Canyon Arts and Humanities Council, or Z-Arts

Entity Address:

PO Box 115, Springdale, Utah 84767

Official Website (if applicable):

<http://www.zarts.org>

Contact Information

Contact Name:

Michelle Giardina

Contact Email:

zarts@springdaletown.org

Phone:

435-772-3434, 713-569-9418

PLEASE COMPLETE THE APPLICATION AS CLEARLY AND COMPLETELY AS POSSIBLE

Proposal for Funding – Recreation, Arts, and Parks Projects

1. Project Title:

Zion Canyon Public Sculpture

2. Proposed project installation start date:

July 2020

3. Proposed project completion date:

July 2021

4. Total proposed project budget (\$):

15000

5. Requested RAP funds (\$):

13000

6. Project Description:

Z-Arts, the designated Local Arts Agency for the Town of Springdale, proposes to embark upon the second public arts project for the Town of Springdale.

This is intended to be a multi-year project to place public art works throughout the Town showcasing the beauty and wonder of Zion Canyon while encouraging all to stop and enjoy this wonderful place given to us by nature.

The project will be a collaboration of Z-Arts, the Historical Preservation Commission, and local business owners with final approval from the Art Review Board and Town Council.

The art work will be commissioned from local artists living within Washington County if at all possible.

Z-Arts is governed and managed by a volunteer board. All funding for events is provided by Utah Arts and Museums, the National Endowment for the Arts, WESTAF, and donations from individuals, families and businesses.

Proposal Merits:

7. Briefly describe a timeline for completing your project. Are there any obstacles which may delay or prevent completion?

August 2020:	Determine scope and design	November 2020:	Present to Town Council for approval
September 2020:	Issue Public Request for Submissions	February-May 2021:	Construction
October 2020:	Select Artist and request full rendering	July-August 2021:	Completion and Dedication

Obstacles could be delays on the start-up based on how soon people are able to interface and work together.

We anticipate August as the earliest we can project more normalcy in our interactions with everyone.

8. What is the rationale behind this project? How will it enhance Springdale and/or the community in general?

Z-Arts believes that public art will enhance the local community's sense of identity and pride by adding new visual interest and by celebrating the artists within our community. We intend to build enthusiasm around the planning and selection process, involving artists and residents from many demographics, and encouraging further artistic development.

For this second public art, we coordinated with the Historical Preservation Commission on a public sculpture to complement the site of the interpretive plaque for the historic stone irrigation ditches. This could be a sculpture or a bench possibly incorporating some of the preserved stones. There is the potential of doing sculptures or benches at several of the sites of the stone bollards.

9. Who are the potential beneficiaries of this project? How will the project improve their lives, experience, visit or interaction with others?

All residents and visitors benefit from art complementing the environment, enhancing the beauty, and in this case the historical significance of life in the Canyon.

A lovely place to rest and contemplate is always welcome encouraging people to pause, visit, and enjoy their surroundings a little longer than just passing through.

10. How does the project move the goals of the General Plan forward?

Sculpture is a significant art form in communicating the beauty and pride of an area. It touches everyone who visits or lives in the community, and always leaves a pleasing impression.

As tourism expands, local art and artists become increasingly important in blending our history with the unique art of Zion Canyon.

This Sculpture project would engage many participants both artists and non-artists as a team creating an expression of who we are inspired by the beauty in which we live.

11. Are there other possible sources of funding assistance? If so, what are these sources?

Other possible sources of funding include the Washington County RAP Cultural Fund, to which we will apply again for June 2021, and the Z-Arts General Fund, which is prepared to contribute \$1000.

Please submit the application along with any supporting documentation to: Rick Wixom at rwixom@springdaletown.com or deliver to Springdale Town Hall, 118 Lion Blvd., Springdale, UT

Deadline for application submission is April 29, 2020

Town of Springdale – RAP Tax funding application for Cultural Organizations Operational Costs and Expenses

Entity Information

Entity Name:

Zion Canyon Mesa

Entity Address:

145 Lion Boulevard, Springdale, UT 84767

Official Website (if applicable):

themesaretreatcenter.com

Contact Information

Contact Name:

Linda K. Newell, Board Chair

Contact Email:

linda.newell.63@gmail.com

Phone:

801-703-5939

PLEASE COMPLETE THE APPLICATION AS CLEARLY AND COMPLETELY AS POSSIBLE

Proposal for Funding – Operational Costs and Expenses

1. Entity mission or purpose: The mission of Zion Canyon Mesa is to foster and enable significant life-enhancing work in the creative arts and humanities by providing residencies with uninterrupted studio working conditions, in an inspiring, conducive setting, free from distraction or stricture, within a supportive community of diversely stimulating artists.

5. Requested RAP funds (\$):

\$10,000

6. Funding request description:

We are requesting Springdale RAP funding to help defray operating costs for our first year of programming, which will begin in the Fall of 2020, or as soon thereafter as the coronavirus restrictions allow. The first four residence cabins will be completed then, and the first writers/artists will be selected for a residency of from two to eight weeks, depending on their work requirements. When one resident leaves, another will take that place, thus ensuring full occupancy during the eight-month term of ZCM operations. The Commons Building, which will house administrative offices, kitchen, laundry facilities, and a gathering space for residents, may not be completed when we first begin operations, so we will need to make temporary meal accommodations for the residents. During their term of residence, each artist/writer will present a public program based on their work in Springdale and surrounding communities, local and area K-12 schools, and other nearby venues. School programming can include after-school and summer activities.

Proposal Merits:

7. Briefly describe whether the funding is for assistance to start a new program, or funding for an ongoing program, or organizational need.

RAP funding in 2020 will help Zion Canyon Mesa begin its first season of programming, after which programming will be ongoing. As fundraising and other conditions permit, we will continue construction of the Commons Building, add four additional residence cabins, a dedicated art studio, and a house for the Executive Director. When at full capacity, ZCM will host up to 85 residents per year, each one performing a public program.

8. What is the rationale behind this funding request? How will it enhance Springdale and/or the community in general?

Zion Canyon Mesa will be the only artist/writers community of its kind in the Intermountain West and Great Basin. There are approximately seventy artists communities throughout the United States, but most are located on the east and west coasts. Patterned after similar national centers such as the MacDowell Colony, Yaddo, Ucross, and Hedgebrook, ZCM will be distinguished by its uniquely spectacular red rock surroundings along with its expansive arts and humanities program. It will host both established and developing writers, artists, and scholars, thus helping to secure Springdale as a community with a vibrant cultural life. The public programs will enrich Springdale and the surrounding communities.

9. Who are the potential beneficiaries of this funding? How will the funding improve their lives, experience, visit or interaction with others?

Undoubtedly, ZCM will benefit the writers, scholars, and artists who are selected for residencies, giving them uninterrupted time to work on creative projects, in artistically designed dwellings in the inspiring red-rock setting of Springdale. Community members and visitors will also benefit from the public programming sponsored by Zion Canyon Mesa. Many of these programs can take place in cooperation with other cultural institutions such as Z-Arts. The wider national and international public will also benefit from the many creative works that will be published, performed, and exhibited based on the work that is done by ZCM residents.

10. How does the funding move the goals of the General Plan forward?

The campus has been designed with the principles of the General Plan in mind, using architectural design that complements the natural environment, preserves natural features, clear night skies, and un-observed vistas. All buildings are low profile and built to blend into the environment. There is also space both inside and out for small public programs. Zion Canyon Mesa supports the established cultural and educational riches of the community. Having a world-class retreat center will build on Springdale's reputation as a vital arts community, while its public presentations will enrich the cultural life of the local schools, community and other organizations. As we establish a presence in the area, we will become a partner with the town in proposing new activities and accommodating relevant groups who may provide such activities.

11. Are there other possible sources of funding assistance? If so, what are these sources?

Our fundraising is ongoing, including an annual giving program, foundation grants, donations from individuals, and grants from governmental programs such as, Utah Arts and Museums, the Utah Humanities Council, and the NEA and NEH. These efforts include the creation of an endowment fund to cover ongoing O&M and personnel salaries.

Please submit the application along with any supporting documentation to: Rick Wixom at rwixom@springdaletown.com or deliver to Springdale Town Hall, 118 Lion Blvd., Springdale, UT

Deadline for application submission is April 29, 2020

Zion Canyon Mesa Anticipated Annual Operating Budget

Effective 2020

Expenses			
	Personnel		\$80,000
	Executive Director	\$60,000	
	Chef (part time)	\$20,000	
	Operations and Maintenance		\$25,000
	Grounds	\$5,000	
	Housekeeping	\$10,000	
	Utilities	\$10,000	
	Supplies		\$20,000
	Office Supplies	\$5,000	
	Food	\$15,000	
	Insurance		\$4,000
	Board Insurance	\$1,500	
	Property	\$2,500	
	Programming		\$11,000
	Marketing/Development		\$10,000
	Total Expenses		\$150,000
Income			
	Government		\$18,000
	NEA (National Endowment for the Arts)	\$5,000	
	Utah Humanities Council	\$3,000	
	RAP Tax (Recreation Arts & Parks)	\$10,000	
	Other	\$0	
	Contributed Revenue		\$82,000
	Private Foundations	\$42,000	
	Corporate Partnerships	\$10,000	
	Individuals	\$30,000	
	Events		\$5,000
	Rental Fees		\$15,000
	Earned Income		\$10,000
	Endowment Earnings		\$0
	In Kind		\$20,000
	Food	\$10,000	
	Maintenance Services	\$5,000	
	Programming Costs	\$5,000	
	Total Income		\$150,000
	Total Expenses		\$150,000

Town of Springdale – RAP Tax funding application for Cultural Organizations Operational Costs and Expenses Entity Information

Entity Information

Entity Name:

ZION NATIONAL PARK FOREVER PROJECT

Entity Address:

#1 ZION NATIONAL PARK, ZION NATIONAL PARK, SPRINGDALE UT 84767

Official Website (if applicable):

www.zionpark.org

Contact Information

Contact Name:

MICHAEL PLYLER

Contact Email:

michael.plyler@zionpark.org

Phone:

435 772 3264

Proposal for Funding – Operational Costs and Expenses

1. Entity mission or purpose:

The Zion National Park Forever Project engages in collaborative efforts with federal agencies, gateway communities, and guests to create connections to the Greater Zion Landscape that will lead to lifelong stewardship. By establishing business and agency partnerships, encouraging collaborative innovation, expanding educational opportunities, funding tangible projects, and leveraging resources, the Zion Forever Project is building the next generation of leaders and stewards.

5. Requested RAP funds (\$):

\$6,000

6. Funding request description:

We are requesting these funds for support of the Fern and J.L. Crawford Lecture Series. This lecture series was started in 2005 and has been a cultural mainstay in Springdale since its inception. For the 2020/2021 calendar we are requesting support for the following lecturers:

September 23 Patricia LaBounty Lecture on the Union Pacific Railroad and its importance in driving tourism to the West and its national parks.

October 25 Redskin (Silent film with musical accompaniment by Rodney Sauer & Britt Swenson). Pre-screening lecture about the film by Jeff Crouse.

November 5 David Lee Lecture about rock art in conjunction with the annual Plein Air Art Event.

Jan 2021 Lecturer TBD

Feb 2021 Lecturer TBD

April 2021 Wayne Ranney SMITTEN BY STONE: How We Came To Love the Southwestern Landscape

May 2021 A DESERT EVENING: Craig Childs on Spoken Word and Dave Tate on Guitar

Proposal Merits:

7. Briefly describe whether the funding is for assistance to start a new program, or funding for an ongoing program, or organizational need.

This funding is for assistance for an ongoing program based on an organizational need created by the onset of Covid 19. Because the Forever Project's retail operations have been shut since mid-March, the projected income which would have funded this programming has not been realized.

8. What is the rationale behind this funding request? How will it enhance Springdale and/or the community in general?

The Fern and J.L. Crawford Lecture Series as a fixture in the cultural landscape of Springdale is now in its fourteenth year. The Canyon Community Center is essentially "the home" of our lecture series. Over the course of its existence we have collaborated with Zion National Park, Z-Arts, the Utah Humanities Council, Southern Utah University, and other organizations to bring our programming to the community. We have brought nationally recognized authors such as Craig Childs, Dan Flores, and Utah's own Terry Tempest Williams.

We have a core audience of 60 - 75% Springdale residents as regular attendees and the balance a mix of folks from Kane and Iron counties, as well as park visitors and Zion National Park staff. During the last six years or so of the lecture series of the Forever Project has purchased rooms and meals for its lecturers somewhere in the neighborhood of \$16,000 - \$20,000 from our lecture series budget. In addition, attendees (especially those from adjacent

communities and counties) make a point of dining in local restaurants before each lecture, thus further supporting our local economy. I had a visitor from Vermont tell me after a Craig Childs lecture that they planned their entire 5 night stay in Springdale around Mr. Childs' appearance in our lecture series.

Aside from the economic benefits, the audience is regularly rewarded with cultural and intellectual enhancement and enrichment.

9. Who are the potential beneficiaries of this funding? How will the funding improve their lives, experience, visit or interaction with others?

As stated above the beneficiaries are the attendees of the individual lectures from both near and far. The lecture series' mission is to educate and enlighten its audience to the wonders of the greater Colorado Plateau ecosystem and beyond, and placing Zion National Park within that greater context.

10. How does the funding move the goals of the General Plan forward?

The first paragraph in Section 10 of the general plan reads: General Goal/Overview
To provide a wide range of year-round cultural and recreational activities for all residents of Springdale.

As previously stated, we have been a cultural mainstay now in our fourteenth year.

Other examples of moving the General Plan's goals forward. Again from Section 10 of the General Plan: Under Objective 10.3.1.

The Town should encourage the use of the Community Center and should actively promote exhibitions, performances, conferences, and other uses in the center.

And again in Section 10 under Objective 10.3.2.

Actively support existing and future private non-profit opportunities and other after-school and summer activities.

11. Are there other possible sources of funding assistance? If so, what are these sources?

The other primary funding source for the Fern and J.L. Crawford Lecture Series is the Zion National Park Forever Project annual budget as has it has been in the past. At times in the past we have secured funding from the Utah Humanities Council on a case-by-case basis for individual lectures.

2020/2021 LECTURE SERIES - PROJECTED COSTS

Sep 23, 2020 Patricia LaBounty	(room \$473.88; airfare \$350 Rental car \$125(?) \$120 per diem) TOTAL \$1,075 (<i>approximate*</i>)
Oct 25, 2020 Redskin (Silent Film) Rodney Sauer & Britt Swenson (musicians)	(Rooms, \$236; Airfare for two \$500(?) Car rental \$125(?) Honoraria for two \$850)
Jeff Crouse (Lecturer)	(Honorarium \$425; Airfare \$250(?) Car rental \$125?) TOTAL \$2,600 (<i>approximate*</i>)
Nov 5, 2020 David Lee	Honorarium \$595; Mileage (from Bishop, CA \$425; Room \$225) TOTAL \$1,245
Jan 2021 Lecturer TBD	Budget Estimate TOTAL \$1,500
Feb 2021 Lecturer TBD	Budget Estimate TOTAL \$1,500
April 2021 Wayne Ranney	(Honorarium \$1,000; Rooms \$368.96, Mileage\$276.00; TOTAL \$1,650 (<i>approximate*</i>)
May 2021 Craig Childs & Dave Tate	(Honorarium \$4,000, room \$404.49 Dave Tate performance fee \$400) TOTAL \$4,850 (<i>approximate*</i>)

DESIGN FEE FOR SEVEN PROMOTIONAL FLYERS \$700

** approximate figures based on the possibility of escalating room, airfare, and car rental fees*

GRAND TOTAL FOR SEVEN LECTURES \$15,120

**Town of Springdale – RAP Tax funding application for
Recreation, Arts, and Parks Projects**

Entity Information

Entity Name:

Town of Springdale

Entity Address:

118 Lion Blvd, Springdale, UT 84767

Official Website (if applicable):

www.springdaletown.com

Contact Information

Contact Name:

Ryan Gubler

Contact Email:

rgubler@springdaletown.com

Phone:

435-772-3434

PLEASE COMPLETE THE APPLICATION AS CLEARLY AND COMPLETELY AS POSSIBLE

Proposal for Funding – Recreation, Arts, and Parks Projects

1. Project Title:

Bike hub benches

2. Proposed project installation start date:

August 2020

3. Proposed project completion date:

August 2020

4. Total proposed project budget (\$):

\$6,000.00

5. Requested RAP funds (\$):

\$6,000.00

6. Project Description:

Installation of stone benches at the bike hubs by either Walt Greg or Chance Wright. Two benches to be located at the George A Barker River Park hub and one bench for the hub located next to the Pizza & Noodle. These stone benches would be similar to benches found along SR-9 at shuttle stations in order to keep with the established theme.

Proposal Merits:

7. Briefly describe a timeline for completing your project. Are there any obstacles which may delay or prevent completion?

We hope to get the benches installed as soon as possible. No obstacles which may cause delay.

8. What is the rationale behind this project? How will it enhance Springdale and/or the community in general?

This will enhance the Town by providing more accommodations for both cyclist and pedestrians as they travel through town. It will add value and utility to both existing bike hubs which will also include bicycle racks, repair stations and water-filling stations.

9. Who are the potential beneficiaries of this project? How will the project improve their lives, experience, visit or interaction with others?

Pedestrians and cyclists are the primary beneficiaries of the project. Providing a place to sit down enhances the experience with town facilities, allows interactions with others utilizing the bike hubs, and potentially increases the use of the bike hubs.

10. How does the project move the goals of the General Plan forward?

In chapter 1 of the Town General Plan provides direction on pedestrian oriented streetscape, specifically mentioning the need for "amenities such as benches, fountains, bike racks." This project installs one of these amenities.

11. Are there other possible sources of funding assistance? If so, what are these sources?

Town general fund, but proposed to be deferred due to impact of the virus on revenue. RAP tax would allow this purchase to move ahead.

Please submit the application along with any supporting documentation to: Rick Wixom at rwixom@springdaletown.com or deliver to Springdale Town Hall, 118 Lion Blvd., Springdale, UT

Deadline for application submission is April 29, 2020



Memorandum

To: Mayor, Town Council
From: Rick Wixom
Date: May 12, 2020
Re: **May 20,2020 Town Council Meeting**
Fiscal Year 2020-21 Tentative Budget

Attached are updated budget worksheets for the 2021 tentative budget. The changes discussed in my report to the Council following your review last month are included in these sheets. All changes, including those in my previous communication, are highlighted in reddish-purple highlighting.

Significant changes from the last communication include:

- After some follow up discussion with members of the Council and the PW staff, the pond dredging estimate previously removed has been included in the water fund. There is a high probability this will be revised in a future budget amendment as the project is further refined.
- Sewer line cleaning line item has been modified to include camera work to document the condition of the sewer lines. We currently clean the sewer lines system wide over the course of three years. This change will add camera costs for the same sections cleaned each year.
- Partitions in the Community Development had been shown as deferred in the upcoming year. This has become a higher priority and we are going to move ahead with purchasing these partitions in the current year to complete their office transition.
- As our insurance broker has continued to work on our health insurance renewal, he negotiated a significant savings in our insurance renewal. Originally quoted to us as a 4.8% increase, he was able to negotiate that amount down to a 2.8% increase.

At this point in time all funds are balanced or have positive balances. Some changes may still occur between now and when the final budget is adopted, and if so, any changes will be noted in the budget sheets during the approval of the final budget.

As this stage of the budget approval, the Council needs to adopt a tentative budget. This action does not require a public hearing or adoption of a resolution. As part of the adoption of the tentative budget the Council needs to set the time, place and date for the public hearing to adopt the final budget for next year. This hearing and adoption will take place on June 10, 2020 at the Council's scheduled meeting in June.

As always, if you have questions as you review the budget materials, please give me a call.

FY 2020-21 Budget Summary

General Fund

	FY20-21	% Change	FY19-20
Revenue	3,983,354	-25%	5,327,654
Expenditures			
Legislative-Council	26,542	-60%	66,129
Administration	607,061	-2%	620,318
Non-Departmental	82,413	18%	69,711
Government Buildings	27,116	-60%	67,986
Public Safety	1,198,931	-5%	1,264,734
Streets	281,010	-30%	402,899
Parks	282,385	-41%	476,979
Community Development	563,611	-18%	689,985
Canyon Community Center	185,303	-8%	200,848
Historic Preservation	392,960	-4%	408,000
Transfers	328,565	-71%	1,120,065
	<u>3,975,897</u>		<u>5,387,654</u>
Total Expenditures	<u>3,975,897</u>	-26%	5,387,654
over (under)	<u>7,457</u>		
total budget (all funds)	5,941,681		

Irrigation Fund

	FY20-21	% Change	FY19-20
Revenue	281,000	-25%	375,050
Expenditures	279,889	-22%	358,760
over (under)	<u>1,111</u>		

Water Fund

	FY20-21	% Change	FY19-20
Revenue	1,119,175	-8%	1,220,125
Expenditures	1,113,865	-9%	1,220,030
over (under)	<u>5,310</u>		

Sewer Fund

	FY20-21	% Change	FY19-20
Revenue	513,537	17%	439,487
Expenditures	508,355	16%	438,656
over (under)	<u>5,182</u>		

SMBA Fund

	FY20-21	% Change	FY19-20
Revenue	63,675	-13%	73,600
Expenditures	63,675	-13%	73,600
over (under)	<u>0</u>		

Transportation Fund

	FY20-21	% Change	FY19-20
Revenue	378,750	-21%	481,500
Expenditures	373,599	-21%	471,631
over (under)	<u>5,151</u>		

Budget Key

A field that looks like this:

Request	Explanation
336 Treas	misc office supplies
means the treasurer has calculated the values (generally non-discretionary funds)	
500	Misc. equipment supplies and maintenance
means a discretionary account for the department	
6,000 fund balanc	Capital Facilities Plan revision/update
means an amount to be funded by fund balance cash reserves	
-	5,000 Trail maintenance
means an item that is proposed to be deferred next year	
-	12,000 Shuttle Stop Lights and Poles
means an amount proposed but currently unfunded in the proposed budget	
150 Clerk	National Notary Association Renewal
means an item or expense that has been changed during the last review period	

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Explanation
Taxes												
10-31-100	Current Year Property Taxes	71,904	71,486	71,904	0%	72,797	66,804	59,999	61,130	63,208		Certified tax rate of .000268 per Wa
10-31-200	Prior Year Property Taxes	4,000	3,633	3,000	33%	4,848	4,798	5,819	3,028	1,974		
10-31-300	Sales & Use Taxes	525,000	519,500	650,000	-19%	652,782	626,095	577,233	502,248	446,749	554,865	
10-31-400	Franchise Taxes		-	-		108,704	102,595	103,688	101,478	94,561		
10-31-500	Resort Taxes	1,450,000	1,449,902	1,800,000	-19%	1,807,087	1,737,030	1,594,686	1,371,402	1,208,282	1,536,024	1,823,881.51
10-31-505	Transient Room Tax	450,000	446,881	550,000	-18%	565,895	529,949	473,953	412,529	373,232	481,011	
10-31-511	Telecommunications Tax	5,000	4,893	5,000	0%	7,531	6,459	5,204	6,532	5,812		
10-31-600	Fee-In-Lieu	1,500	1,048	1,500	0%	1,678	1,837	1,806	1,871	1,819	2,571,899	
10-31-700	RAP Tax	30,000	35,871	35,000	-14%	39,511	36,941	28,465	35,844	204		
10-31-800	Municipal Energy Tax	100,000	83,063	100,000	0%							
10-31-900	Hwy/Transit Tax	52,500	16,282	-	#DIV/0!							
	Taxes Total	2,689,904	2,632,559	3,216,404	-16%	3,260,831	3,112,507	2,850,854	2,496,063	2,195,841	54%	
Licenses And Permits												
10-32-100	Business Licenses	20,000	6,635	20,000	0%	20,455	26,315	19,760	22,538	15,833		
13-32-200	Sign Permits	500	695	500	0%	525	675	1,050	300	825		
10-32-210	Building Permits	40,000	48,141	40,000	0%	59,675	97,798	55,957	85,957	27,358		
10-32-215	Demo/Excav/Fill Permits	500	2,483	500	0%	1,748	1,979	2,728	972	75		
10-32-216	Conditional Use Permits	1,000	2,400	-	#DIV/0!	1,200	1,200	3,600	450	350		
10-32-217	Open Air Display Permits	-	-	-	#DIV/0!	-	-	125	-	-		
10-32-218	Temporary Use Permits	250	725	-	#DIV/0!	300	150	350	500	350		
10-32-219	Home Occupation Permits	-	-	-	#DIV/0!	-	-	75	550	75		
10-32-220	Agricultural Use Permits	-	-	-	#DIV/0!	-	200	-	-	75		
10-32-221	Fence Permits	100	25	-	#DIV/0!	200	50	100	125	75		
10-32-222	Special Event Permits	1,000	1,175	500	100%	1,200	1,275	1,200	1,050	800		
10-32-223	Utility Permits	250	-	500	-50%	150	250	1,900	-	-		
10-32-250	Animal Licenses	200	10	200	0%	150	205	245	213	280		
	Licenses Total	63,800	62,289	62,200	3%	85,604	130,097	87,090	112,655	46,096		
Intergovernmental Revenue												
10-33-400	State Grants	24,150	-	24,150	0%	-	-	90,000	-	-	24,150	CIB Application - Storm Water Mast
10-33-500	Misc Intergovernmental	-	-	-		81	20	-	-	5,073		
10-33-560	Class "C" Road Funds Allotment	23,500	17,274	24,000	-2%	23,543	23,994	21,704	18,281	18,168		
10-33-570	FEMA Proceeds	-	-	-		-	-	-	-	-		
10-33-580	Beer Tax Funds	12,000	10,924	12,000	0%	12,402	11,464	10,873	12,582	7,891		
10-33-585	COPS Grant	-	-	-		-	-	-	-	7,500		
10-33-590	Federal Revenue Sharing	-	-	-		-	-	-	-	-		
10-33-700	Pedestrian Safety Funds	-	-	-		-	-	-	-	-		
10-33-750	UDOT Cooperative Project Funds	-	11,500	-	#DIV/0!	-	50,000	-	-	-		
10-33-800	Police Services Virgin	-	-	-		-	25,966	38,316	43,768	52,512		
10-33-900	Police Services Rockville	20,000	10,000	20,000	0%	20,000	23,805	11,789	13,119	16,180		
	Intergovernmental Total	79,650	49,699	80,150	-1%	56,026	135,248	172,682	87,750	107,324		
Charges for Services												
10-34-240	Inspection Fees - Plan Check fees	25,000	31,318	20,000	25%	38,759	68,970	39,101	56,687	18,168		
10-34-600	Zoning Fees - Misc	-	-	-		-	-	-	50	1,500		
10-34-601	Building Permit Applications	3,000	3,950	2,000	50%	3,950	4,525	3,275	2,950	2,000		
10-34-602	Zoning Map/Ordinance Revisions	1,000	1,000	1,000	0%	2,000	1,000	1,000	2,000	-		
10-34-603	Appeals	-	-	-		-	800	2,400	-	-		
10-34-604	Design/Development Review	3,000	1,625	2,500	20%	5,750	6,825	8,075	5,275	6,050		
10-34-605	Ordinance Interpretations	-	-	-		-	-	-	-	-		
10-34-606	Subdivision Applications	-	450	-		-	2,090	1,175	11,097	2,800		
10-34-607	Variances	-	1,600	-		-	3,200	800	2,400	-		
10-34-810	Sale of Cemetery Lots	3,000	2,350	3,000	0%	6,225	3,200	4,500	8,425	7,010		
10-34-830	Burial Fees	1,000	3,350	1,500	-33%	350	1,250	1,500	1,650	1,300	1,210	
10-34-850	DCD Review Fees	-	-	-		-	-	-	-	-		

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Explanation
10-34-860	Parking meters		-	-		-	99,168	-				
Charges Total		36,000	45,643	30,000	20%	57,034	191,028	61,826	90,534	38,828		
Fines and Forfeitures												
10-35-100	Fines and Forfeitures	35,000	36,425	35,000	0%	36,368	60,264	45,591	44,309	53,250	-	
10-35-200	Parking Citations	-	-	-		-	55,493	34,894				Court Fines/PD - Springdale, Rockv
10-35-300	Evidence and Forfeitures	-	202	-		(6,604)	11,828					Parking Citations
Fines Total		35,000	36,627	35,000	0%	29,764	127,586	80,485	44,309	53,250		
Canyon Community Center												
10-36-100	Donations	-	-	-		-	-	300	-	-		cash donations
10-36-200	Rentals	3,000	2,140	3,000	0%	5,313	3,202	12,518	12,597	11,187		community Center rental fees
10-36-300	Events	-	-	-		2,067	3,123	3,853	3,466	3,367		Earth Day
10-36-400	Grant revenue	-	0	-		-	-	-	-	-		
10-36-500	Merchandise (totes, bottles, etc.)	-	-	-		-	-	-	-	500		
10-36-600	Class registration/fees	1,000	1,170	15,000	-93%	280	-	-	-	-		
CCC Total		4,000	3,310	18,000	-78%	7,660	6,325	16,671	16,063	15,054		
Historic Preservation/History Center												
10-36-700	County Tourism Funds	-	390,000	390,000	-100%							
	County RAP Tax											
	Federal Grants											
	State Grants											
	Private Grants											
	Sponsors/Donations/Fundraising											
	Retail Sales											
	Event Proceeds											
Historic Preservation Total		-	390,000	390,000								
Music Festival Revenues												
Music Festival Total		-	-	-		-	-	39,244	44,489	39,996		
Interest												
10-38-100	Interest Income - General Acct	500	373	1,000	-50%	626	1,673	984	72	48		
10-38-105	Interest Income - Open Space	1,000	1,051	600	67%	1,476	935	469	225	103		
10-38-106	Interest Income - RAP Tax	1,500	2,013	1,000	50%	2,880	1,387	399	4			
10-38-110	Interest Income - PTIF Gen Acct	55,000	39,898	60,000	-8%	72,651	19,682	20,377	25,104	16,035		
10-38-115	Interest Income - Municipal Parking	600	442	500	20%	734	467	235	112	51		
10-38-120	Interest Income - Cemetery Acct	-	-	-		-	-	-	-	-		
10-38-121	Interest Income - LLEBG Grant	-	-	-		-	-	-	-	-		
10-38-125	Investment Interest	60,000	39,147	60,000	0%	64,503	48,882	34,668	1,214			
Interest Total		118,600	82,924	123,100	-4%	142,870	73,026	57,133	26,731	16,237		
Miscellaneous Revenues												
10-38-010	Reimbursements	-	-	-		-	-	-	-	-		
10-38-030	Rents and Concessions	500	535	500	0%	2,685	3,560	890	2,470	1,195		Town Hall/gazebo rentals
10-38-040	Grant Revenue	-	-	-		-	-	-	-	-		
10-38-050	YAZ Revenue	-	-	-		-	-	5	300	1,855		
10-38-300	ULGT Dividend	10,000	17,862	6,000	67%	9,491	13,711	10,278	6,139	1,848		
10-38-400	Sale of Fixed Assets	-	-	-		-	6,000	-	-	-		

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-41-110	Salaries & Wages	4,917	3,782	4,917	0%	4,917	4,917	4,917	-	-	4,917		
10-41-120	Payroll tax expense	501	491	501	0%	381	384	386	-	-	501		
10-41-130	Employee benefits	20	-	20	0%	-	155	183	-	243	20		
10-41-150	Payroll taxes	-	-	-		-	-	-	-	-	-		
10-41-190	Council meeting expense	1,500	933	1,500	0%	423	412	736	33	623	1,500		
											550	Clerk	Citizen of the Season recognitions
											200	Clerk	Other recognition
											750	Clerk	Other misc meeting expenses
10-41-200	Treasurer expense	-	-	-		-	-	-	-	-	-		
10-41-220	Public Notices	1,000	22	1,000	0%	67	-	-	49	117	1,000	Clerk	Council notices
10-41-230	Travel	1,500	866	1,500	0%	812	948	1,263	137	349	1,500		
											1,500		Travel to ULCT in SLC (2 council members)
10-41-240	Office Supplies & Expense	250	130	400	-38%	640	222	141	94	160	250		
											250	Treas	misc office supplies
10-41-250	Equip/maint	1,365	969	1,470	-7%	1,192	1,760	1,071	1,031	843	1,365		
											1,050	Treas	portion of upstairs copier maintenance agreement (split)
											315	Treas	portion of LaserFiche maintenance agreement (split)
10-41-280	Telephone	-	-	-	#DIV/0!	-	-	-	-	-	-		Mayor's phone
10-41-330	Education & Training	2,550	1,264	2,550	0%	1,233	1,925	1,864	887	1,219	2,550		
											750	Clerk	Open Meeting Training Expense
											900		ULCT SLC Conference (2 councilmembers)
											900		ULCT St. George (3 councilmembers)
											-	Treas	Arbinger Materials
10-41-340	Dues & Memberships	2,350	-	1,960	20%	2,237	1,911	1,746	1,663	1,461	2,350		
											1,800	Treas	ULCT (paid in May)
											100	Treas	Night Sky Assoc.
											450	Treas	ZCVB (paid in May)
10-41-345	Election Expense	1,000	4,014	4,000	-75%	37	1,747	-	316	10	500	1,000	no municipal election this year
10-41-480	Special Dept Supplies	1,275	218	1,675	-24%	853	325	360	392	95	1,275		
											300	Treas	Council uniform shirts
											100	Treas	Misc. staff meeting expense
											125	Treas	Staff Christmas party split (\$125 per ee)
											750		Public officials recognition reception/dinner
10-41-490	Computer Supplies	1,128	1,288	1,200	-6%	1,474	1,889	1,661	1,049	729	1,128		
											1,128	Treas	Council laptop lease (L20-07/2019)
											-	Treas	Council room presentation computer (L11-02/2016 - not r

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-41-510	Insurance/Surety Bonds	11	-	11	0%	-	4	-	-	-	11	Treas	Equipment insurance (ins. Schedule)
10-41-540	Contributions	7,075	28,623	43,275	-84%	5,854	7,000	5,175	2,675	2,675	7,075		
											100		Washington County Arts Council
											175		Washington County Water Fair
											500		Zion Canyon HHS Scholarship
											100		misc
											200		ZNHA
											2,000		Continuing Education Reimbursements
											1,000		DXATC
											2,500		Pioneer Legacy (Days of 47)
											500		ZCMF Donation
											-		Paiute Tribe Donation
											-		Rap Tax Projects (on prioritized list)
											-		Rap Tax Cultural Organizations
10-41-610	Misc Supplies	50	-	100	-50%	-	498	146	178	142	50	Treas	
10-41-620	Misc Services	50	-	50	0%	-	38	-	-	-	50	Treas	
10-41-740	Capital Outlay	-	-	-	#DIV/0!	-	-	-	-	-	-		
	FY19-20 Budget	26,542	42,601	66,129	-60%	20,120	24,133	19,650	8,505	8,666			
	Previous Year	66,129											
	Difference	(39,587)											
	Percentage Change	-60%											
	GF Rev	3,983,354											
	GF Exp	3,975,897											
		7,457											

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	fy 13-14	Request	Who	Explanation
10-43-110	Salaries & Wages	239,942	192,541	256,713	-7%	220,953	181,795	140,928	143,878	149,596	132,295	239,942	Treas	
10-43-120	Payroll Tax Expense	20,185	15,237	21,502	-6%	18,710	13,682	10,647	10,789	11,282	10,129	20,185	Treas	
10-43-130	Employee Benefits	122,315	99,141	124,448	-2%	114,039	101,485	84,392	82,146	70,617	51,407	122,315	Treas	
10-43-150	Contract Labor	-	-	-		-	-	-	-	-	-	-		
10-43-160	Employee Bonus	-	-	-		-	-	-	-	-	-	-		
10-56-165	Fire Marshall	-	-	-		-	-	-	-	-	-	-		Business License Inspections
10-43-210	Books & Subscriptions	545	422	525	4%	391	749	279	255	255	250	545		
												250		Magazine subscriptions, books for library
												220	Treas	Spectrum Subscription
												75	Treas	Tech Net Subscription
10-43-220	Public Notices	400	10	400	0%	50	439	421	394	661	173	400		
												400	Clerk	Classifieds
10-43-230	Travel	11,380	6,949	10,830	5%	5,958	10,322	6,668	9,043	6,507	3,210	11,380		
												750	TM	ULCT Annual conference
												1,750	TM	ICMA National Conference
												500	TM	Rotary District Conference
												800	Treas	ULGT Semi-Annual Conferences
												150	Treas	Pelorus Conference (split)
												400	Treas	GFOA Certification/Testing
												600	Treas	PEHP Wellness Advisory Board Travel
												750	Clerk	Business license, records management and election
												900	Clerk	IIMC Training
												800	Clerk	UMCA fall conf
												750	Clerk	ULCT Annual conference
												100	Clerk	Mileage reimbursement - Darci
												100	Clerk	Mileage reimbursement - Katy
												180	TM	Monthly Manager's meetings
												150	TM	Monthly Zion Canyon Mayors meetings
												800	Treas	Treasurer's Institute
												700	Treas	Annual Arbinger Facilitator Conference
												700	Treas	IACP Conference Travel
												500	Treas	Annual Wellness Council Conference (2 members)
10-43-235	Vehicle Expense (Gas, R/M)	4,000	1,982	3,500	14%	3,485	4,056	2,686	-	28	-	4,000		
												3,000	Treas	Fuel/Maintenance for Tahoe
												1,000		Tires
10-43-240	Office Supplies	3,300	1,904	2,850	16%	6,274	1,561	2,904	2,140	1,970	1,583	3,300		
												2,500	Treas	General office supplies
												800		Records management supplies

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	fy 13-14	Request	Who	Explanation
10-43-250	Equip Supp/Maint	2,345	1,226	2,405	-2%	1,439	3,261	2,092	1,259	1,068	1,527	2,345		
												1,050	Treas	Upstairs Copier Maint (split)
												330	Treas	Downstairs Copier Maint (split)
												315	Treas	Laser Fiche maintenance contract (see split)
												500	Clerk	Sound system repair/maintenance (mics, mixer)
												150	Clerk	Misc. equipment supplies and maintenance
10-43-260	Bldgs & Grounds/Supplies & Me	-	-	-		-	-	-	-	-	100	-		
10-43-265	Uniforms	1,200	411	600	100%	-	857	750	-	-	-	1,200	Treas	Admin Uniform Shirts/Hats/Jackets (\$200 per ee)
10-43-270	Utilities	21,000	15,584	18,000	17%	16,779	9,944	9,137	8,166	8,055	10,311	21,000	Treas	TH Electricity/Propane/Dumpster/Drinking Water/Interne
10-43-280	Telephone	12,000	9,153	10,500	14%	10,226	7,914	8,778	8,458	6,707	6,568	12,000	Treas	Admin Cell/Long Distance/TH Phone/Mango (6 phones s
10-43-290	Postage	1,500	929	2,000	-25%	1,355	1,817	1,308	1,436	755	(303)	1,500	Treas	Postage Split
10-43-300	Newsletters	-	-	-		-	-	-	-	-	-	-		
10-43-310	Professional services	7,998	10,657	14,965	-47%	4,652	4,993	13,077	3,895	3,447	4,338	7,998		
												1,848	Treas	1/3 of Pelorus Software Support
												400		State Code Update (shared with 1078)
												5,250	Clerk	Sterling Codifiers; \$250 - 1/2 of hosting, \$5000 for recoc
												500		paid social media (post boosting)
10-43-320	Legal Fees	115,200	121,633	112,800	2%	175,381	157,897	131,074	79,063	77,289	74,429	115,200		
												60,000		General representation
												14,400		Prosecution
												10,800		Public Defender
												-		Civil Violation Appeals
												30,000		Litigation
10-43-330	Training & Education	7,400	4,345	7,050	5%	3,054	4,202	7,043	3,145	2,536	1,913	7,400		
												150	Treas	UAPT Spring Conference
												200	Treas	IACP Annual Conference
												150	Treas	Utah GFOA Conference
												450	Treas	UAPT Certification Training
												100	Treas	Pelorus Conference (Dawn/Natalie)
												-	Treas	Arbinger Training Materials for Staff
												200	Treas	GFOA Testing
												400	Treas	GFOA Certification Training
												200	TM	UCMA conferences (spring)
												1,500	TM	ICMA National Conference
												700	TM	ULCT Annual Conference
												150	TM	Utah GFOA conference
												200	TM	Rotary District Conference
												1,000	Clerk	UMCA fall conference (Clerk & Dep. Clerk)
												1,000	Clerk	IIMC Training (Clerk & Dep. Clerk)
												700	Clerk	ULCT Annual Conference
												300	Clerk	Business license and records management

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	fy 13-14	Request	Who	Explanation
10-43-340	Dues & Memberships	4,215	3,080	4,215	0%	4,125	3,860	2,863	1,868	1,712	837	4,215		
												950	TM	ICMA (City Managers National Association)
												50	TM	UCMA (Utah City Managers)
												960	Clerk	HPC Storage Unit
												560	Clerk	IIMC (Municipal Clerks National Association)
												30	Clerk	SWRCA (So. Utah Clerks Association)
												40	Clerk	UBLA (Utah Business License)
												150	Clerk	UMCA (Utah Municipal Clerks)
												160	Treas	GFOA Membership
												75	Treas	UAPT Membership
												150	Treas	APT US&C Membership
												190	Treas	SHRM Membership
												50	Treas	UGFOA Membership
												650	TM	Zion Canyon Rotary [Rick]
												200	Clerk	National Notary Association
10-43-480	Special Dept Supplies	1,350	689	2,550	-47%	706	950	932	1,022	471	282	1,350		
												600	Treas	Staff Meeting Supplies
												750	Treas	Staff Christmas party split (\$125 per ee)
10-43-490	Computer supplies	6,076	4,432	5,732	6%	5,971	4,712	3,620	3,579	2,872	3,720	6,076		
												500	Treas	Printer Toner/Misc. Supplies
												540	Treas	Dawn Computer lease (L20-07/2019)
												660	Treas	Darci Elitebook lease (L14-10/2016)
												-	Treas	Jen Computer lease (L10-07/2015) mpved to 10-56
												372	Treas	Dawn Laptop lease (L20-07/2019)
												612	Treas	Rick Computer lease (L20-07/2019)
												432	Treas	Natalie Desktop lease (L15-06/2017)
												432	Treas	Shadell Desktop lease (L15-06/2017)
												384	Treas	Katy Notebook Lease (L15-06/2017)
												348	Treas	Dawn Printer Lease (L15-06/2017)
												336	Treas	Shadell Scanner Lease (L15-06/2017)
												320	Clerk	Dropbox Software (clerk, DCD and TM)
												140	Clerk	Adobe Pro software (Darci)
												200	Clerk	Adobe Pro software (Katy)
												200	Treas	Adobe Pro software (Shadell)
												600		misc computer software/maint
10-43-510	Insurance/surety bonds	8,010	7,014	2,283	251%	6,904	7,236	6,341	7,178	7,207	6,305	8,010		
												610	Treas	Treasurer's Bond #68766025 (split w/51)
												1,000	Treas	Position schedule bond - Mayor/TM/Council Member #71
												126	Treas	Blanket bond
												165	Treas	Blanket Notary and E & O bonds
												550	Treas	Auto insurance (split)
												5,544	Treas	Liability Insurance (split)
												15	Treas	Equipment Insurance (split)
10-43-520	Bank chgs	14,500	9,541	15,250	-5%	14,174	15,653	4,437	2,489	2,389	1,700	14,500	Treas	ACH/Merchant/Direct Deposit Fees

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	fy 13-14	Request	Who	Explanation
10-43-610	Misc supplies	700	109	700	0%	549	65	439	365	294	410	700		
												500	Treas	
												200	Clerk	Springdale branded items
												6,000		Ironman 70.3 - Springdale 'swag' items
10-43-620	Misc Services	1,500	832	500	200%	-	-	101	55	313	262	1,500		
												500	Treas	Vaccinations
												1,000		Springdale 'welcome kit' (design & print masters)
10-43-740	Capital Outlay-Equipment	-	-	-	#DIV/0!	-	3,560	17,612	103,923	-	-	-		
												-	Treas	Canon IR-55351 for Upstairs (split w/1078)
FY19-20 Budget		607,061	507,820	620,318	-2%	615,173	541,010	458,529	474,545	356,032	311,445			
Previous Year		620,318												
Difference		(13,257)												
Percentage Change		-2%												
GF Rev		3,983,354												
GF Exp		3,975,897												
		7,457												

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-50-270	Utilities	670	400	670	0%	600	600	600	600	598	670		
											600		Blue Sky Power (20% of total power load, except streetlights)
											50		Solar energy monitoring
10-50-310	Professional/Technical Services	6,200	3,200	3,200	94%	3,200	2,333	2,380	2,380	2,380	6,200		
											3,200	Treas	Audit (see split)
											3,000	Treas	Internal Auditor Contracting
10-50-350	City Celebrations	30,000	34,345	35,000	-14%	36,560	24,989	29,780	22,974	18,185	30,000		
											-		July 4th
											-		24th of July
											1,500		Holiday/Misc/Parade Candy
											500		Washington County Fair display supplies
											10,000		Christmas decorations (street light poles)
											5,250		Lights/install for town Christmas tree
											1,600		Christmas light install (town hall, ccc, gazebo park, lion lights)
											2,500		US Flags for holidays (pole banners)
											19,000	Treas	Butch Cassidy 10K Race
											4,000		Joy to the World Fireworks
											2,500		Joy To The World Festival
											1,500		Wreaths Across America
10-50-490	Computer Supplies	15,543	12,505	13,353	16%	13,418	10,934	22,319	4,500	5,166	15,543		
											165	Treas	Infowest Web hosting split
											2,000		Misc. Supplies
											500	Treas	Infowest email account split
											1,800	Treas	Mountain West Computer Service contract
											7,000	Treas	CivicPlus Annual Support
											1,128	Treas	L17-07/2018 Server
											1,300	Treas	Slack subscription
											1,650	Treas	PaperTrl Subscription (split w/51, 52, 55)
10-50-620	Misc Services	-	-	-		-	-	-	-	-	-		
10-50-625	Bad Debt	-	-	-		-	-	-	-	-	-		
10-50-630	Underground Power	-	-	-		-	-	-	-	-	-		
10-50-631	Zions Credit Line Payment	-	-	-		-	-	-	-	-	-		
10-50-635	Debt Service Principal	-	-	-		-	-	-	-	-	-		
10-50-636	Debt Service Interest	-	-	-		-	-	-	-	-	-		
10-50-650	Grant Expense	-	-	-		-	-	-	-	-	-		

10-50-990	Appropriated Increase Fund Bal	30,000	-	17,488	72%	-	-	-	-	-	-	30,000	
												30,000	
												-	RAP Tax Allocation (held until projects identified) fund balancing
<hr/>													
	FY19-20 Budget	82,413	50,451	69,711	18%	53,777	38,856	55,079	30,454	26,328			
	Previous Year	69,711											
	Difference	12,702											
	Percentage Change	18%											
	GF Rev	3,983,354											
	GF Exp	3,975,897											
		7,457											

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-51-110	Salaries/Wages	2,340	1,508	2,340	0%	2,445	244	-	-	-	2,340	Treas	
10-51-120	Payroll Tax Expense	235	117	235	0%	190	191	-	-	-	235	Treas	
10-51-130	Employee Benefits	9	-	9	0%	-	-	-	-	-	9	Treas	
10-51-175	Rent			-		-	-	-	-	-			
10-51-250	Equipment: Supplies/Maint	1,000	127	1,000	0%	2,000	9,345	19,222	4,752	4,313	1,000		
											500	TM	Phone system maintenance
											500	Treas	Locksmith services/maintenance
10-51-260	Bldgs & Grounds/supplies/main	21,064	78,536	62,064	-66%	33,005	4,659	13,527	28,171	5,431	21,064		
											1,600	Treas	TH Supplies
											500		Window washing - 4x per year
											167		Fire Extinguisher inspections
											47		Annual Fire Marshall Inspection (TH, CCC, WTP, Shops)
											2,000	Treas	Town Hall Maint. (lights, repairs, etc.)
											-		Painting/staining exterior wood
											150		Council room maintenance (table refinish, painting, cabinets, et
											1,600		New exterior lights
											15,000	Treas	Town Hall Carpet/Paint (upstairs offices/hallway/stairs)
10-51-310	Professional/Technical Services	1,402	761	1,402	0%	1,084	2,536	1,029	599	801	1,402		
											252	Treas	Alarm monitoring Town Hall
											350	Treas	Pest control
											300	Treas	Alarm Troubleshooting
											500	Treas	Heating/Air conditioning maintenance
											-	Treas	Building security camera addition
10-51-480	Special Dept Supplies	-	-	-		-	-	-	-	-	-		
10-51-510	Insurance	1,066	989	936	14%	842	1,096	1,085	1,079	1,073	1,066		
											1,000	Treas	Property Insurance (see split)
											66	Treas	Equipment Insurance (see split)
10-51-720	Capital Outlay - Buildings	-	-	-		-	25,925	-	-	-	-		
10-51-730	Capital Outlay - Improvements	-	-	-		-	-	-	-	-	-		
FY19-20 Budget		27,116	82,038	67,986	-60%	39,567	43,995	34,863	34,602	11,618			
Previous Year		67,986											
Difference		(40,870)											
Percentage Change		-60%											
GF Rev		3,983,354											
GF Exp		3,975,897											

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-56-110	Salaries & Wages	592,989	464,935	570,965	4%	582,784	592,322	351,815	281,584	269,908	592,989	Treas	
10-56-120	Payroll Tax Expense	59,185	39,363	56,672	4%	50,285	44,978	26,740	21,014	20,601	59,185	Treas	
10-56-130	Employee Benefits	341,774	281,983	342,549	0%	354,958	360,195	244,968	179,423	126,302	341,774	Treas	
10-56-150	Contract Labor	1,000	200	1,000	0%	200	(85)	(20)	1,995	400	1,000		Contract Law Enforcement/Range Rental
10-56-160	Building Inspection	-	-	-		-	-	-	-	-	-		
10-56-165	Fire Marshall	-	-	-	#DIV/0!	-	1,490	4,265	7,810	245	-		
10-56-167	Fire District Assessments	-	-	-		-	-	-	-	-	-		
10-56-170	Justice of the Peace Court	-	-	-		-	-	-	-	707	-		
10-56-175	Public Education	2,500	1,285	2,500	0%	2,390	1,696	1,704	1,002	-	2,500		Public Ed/Demos; Red Ribbon Week supplies
10-56-180	Insurance and Bonds	-	-	-		-	-	-	-	-	-		
10-56-185	Beer Tax Expense	10,000	9,211	17,500	-43%	7,815	27,098	21,753	12,367	7,694	10,000		alcohol related enforcement, education, prosecution
											10,000		Approved equipment
10-56-210	Books & Subscriptions	600	283	600	0%	244	301	50	952	88	600		Criminal, Utah and traffic code updates
											600		
10-56-230	Travel	20,000	14,156	25,000	-20%	20,174	22,372	11,882	1,766	62	20,000		Travel/Annual training
											20,000		
10-56-235	Vehicle Repair/Maintenance	12,700	2,347	12,700	0%	5,755	10,574	2,481	2,660	1,925	12,700		Misc Repair/Maintenance
											8,000		Tires
											4,700		
10-56-236	Fuel	29,000	19,202	32,000	-9%	29,696	32,294	16,727	18,071	20,149	29,000	Treas	Fuel
10-56-240	Office Supplies/Expense	1,500	868	1,700	-12%	1,591	1,108	1,391	1,423	768	1,500	Treas	Misc office supplies
10-56-250	Equip: Supplies/Maint	25,000	6,772	30,000	-17%	57,469	38,646	41,930	11,303	71,261	25,000		Misc equipment
											25,000		
10-56-260	Bldgs & Grounds/Supplies & Me	-	-	-		-	-	-	-	3,728	-		Animal Shelter Repairs/Improvements

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-56-265	Uniforms	10,000	5,011	10,000	0%	8,314	20,196	6,423	5,049	4,413	10,000		
											10,000		Quartermaster Uniform Program
10-56-270	Streetlights (Utilities)	-	-	-	#DIV/0!	-	8,380	9,011	8,939	8,828			
10-56-280	Telephone	14,000	9,976	14,000	0%	12,876	14,227	8,445	7,022	6,015	14,000	Treas	Mango/Cell Service
10-56-290	Postage	-	-	-		-	-	-	-	2	-		
10-56-310	Professional/Technical Services	24,807	17,800	21,648	15%	16,265	19,693	20,756	11,532	5,610	24,807		
											340	Treas	Downstairs copier maintenance
											210	Treas	LaserFiche maint contract (split)
											12,000	Treas	Dispatch fees
											315	Treas	County 911 Support Fee
											1,000	Treas	Spillman Maintenance
											1,950		Victim Advocate Program
											110		Forensic Investigator CJC
											2,382		Police policies assistance/training (Lexipol Subscription)
											6,000		Animal control contract (La Verkin)
											500	Treas	Misc. professional/technical services
10-56-330	Education/Training	20,000	13,794	20,000	0%	18,466	17,853	14,169	2,576	848	20,000		
											20,000		Annual required training
											-	Treas	Arbinger materials for training
10-56-340	Dues & Memberships	1,200	633	1,200	0%	877	413	425	505	310	1,200		
											400	Treas	IACP Membership - Garen/J.J.
											200	Treas	Utah Chiefs of Police Association
											600		Other memberships
10-56-480	Special Dept Supplies	4,825	2,205	5,825	-17%	1,679	1,448	717	491	3,782	4,825		
											900	Treas	Staff Meeting Supplies (\$100 per ee)
											1,125	Treas	Staff Christmas party split (\$125 per ee)
											1,000		LEA/Chief Meetings
											1,800		Annual awards banquet for Police
10-56-490	Computer Supplies	13,346	10,744	12,218	9%	7,030	6,208	5,493	3,256	4,233	13,346		
											420	Treas	Jen Prodesk (L19-02/2019)
											372	Treas	Jen Laptop (new lease)
											612	Treas	Patrol desk computer lease (L13-07/2016 & L17/07/2018) - ne
											4,932	Treas	Patrol laptops lease/Patrol desktop/monitors (L16-07/2017)
											4,554	Treas	Body Cam Storage/Axon
											468	Treas	Garen desktop lease (L17-07/2018)
											684	Treas	Patrol laptop lease (L17-07/2018)
											684	Treas	Patrol laptop lease (L19-02/2019)
											-	Treas	Garen Surface Pro Lease (L15-06/2017)
											500	Treas	Misc. Supplies/Software
											120		Dropbox Subscription

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-56-510	Insurance/surety bonds	11,255	8,739	9,655	17%	8,421	8,969	8,555	7,376	6,672	11,255		
											5,544	Treas	Liability policy (see split)
											3,900	Treas	Auto Insurance (see split)
											11	Treas	Equipment Insurance (split)
											760	Treas	Surviving Spouse Trust Fund
											1,040	Treas	Officer Down Fund
10-56-520	Bank Charges	-	-	-		-	-	-	-	-	-		
10-56-610	Misc Supplies	250	-	250	0%	-	212	135	334	172	250	Treas	
10-56-620	Misc Services	3,000	2,915	1,000	200%	437	90	306	490	30	3,000	Treas	Drug Tests/Flu Shots/Vaccinations
10-56-740	Capital Outlay - Equipment	-	49,206	75,752	-100%	45,230	106,016	122,691	-	75,913	-		
											-	fund balar	Vehicle Purchasing: Patrol Trucks Purchase
											38,047		vehicle account payment: Police Department
											-	fund balar	Vehicle Equipment (lights, cages, etc.)
10-56-780	Capital Outlay - Spec Projects	-	-	-		-	-	-	-	-	-		
10-56-790	Capital Outlay - Other	-	-	-		-	-	-	-	-	-		
5681	Capital Lease Principal	-	-	-		-	7,206	7,096	7,096	6,879			
5682	Capital Lease Interest	-	-	-		-	112	223	223	439			
	FY19-20 Budget	1,198,931	961,627	1,264,734	-5%	1,232,956	1,344,014	930,129	596,259	647,985			
	Previous Year	1,264,734											
	Difference	(65,803)											
	Percentage Change	-5%											
	GF Rev	3,983,354											
	GF Exp	3,975,897											
		7,457											

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-60-110	Salaries & Wages	55,849	39,760	56,489	-1%	43,700	18,330	31,056	33,599	40,836	55,849	Treas	
10-60-120	Payroll Tax Expense	5,919	3,316	5,997	-1%	3,700	1,371	2,313	2,474	2,973	5,919	Treas	
10-60-130	Employee Benefits	39,685	29,484	39,516	0%	30,772	15,642	23,878	27,855	29,239	39,685	Treas	
10-60-150	Contract Labor	1,200	-	1,200	0%	-	(900)	1,835	1,500	900	1,200		Prison work crew 4 days @ 300/day
10-60-210	Books & Subscriptions	-	-	-		-		-	-	-	-		
10-60-220	Public Notices	-	-	-		-		-	-	-	-		
10-60-230	Travel	-	-	-		-		-	-	-	-		
10-60-235	Vehicle Repair/Maintenance	6,500	3,127	6,500	0%	4,196	62	1,686	2,090	1,520	6,500		Misc Repair/Maintenance Tires Sweeper maintenance
											3,000		
											2,000		
											1,500		
10-60-236	Fuel	9,400	6,980	8,000	18%	8,431	4,318	3,095	4,915	4,312	9,400	Treas	Fuel
10-60-237	Dump Truck Rental Expense	-	-	-		-		-	-	-	-		
10-60-240	Office Supplies/Expense	250	177	250	0%	196	114	82	162	188	250	Treas	
10-60-250	Equip: Supplies/Maint	4,000	1,272	4,000	0%	7,101	2,292	4,567	3,689	3,000	4,000		Various tools and supplies Equipment rental
											4,000		
											-		
10-60-255	Shop Equipment and Supplies	5,900	2,544	5,900	0%	4,775	6,774	2,877	(129)	1,146	5,900		PW shop maintenance (bulk items, fuel, trailer maintenance) PW shop tools Safety supplies and signs (split 4 - streets, irrigation, water, sew Vehicle maintenance Welding tools/supplies
											3,000		
											700		
											1,250		
											-		
											950		
10-60-260	Streets Maintenance	44,600	83,691	34,500	29%	47,847	25,144	42,416	21,821	6,002	44,600		road patching (hot mix/cold mix) Road base, A-Core cutting services, asphalt repair, project overruns Street signs and poles Other misc signs and poles Sidewalk grinding (trip and fall fixes) Sidewalk replacement (damaged, heaving, trip and fall) Road stiping paint/supplies Shop Road Emergency preparedness supplies weed maintenance/PPE Paved Trail Maintenance Straw wattles (drainage issues) Moenave Subdivision crack seal Winderland/Manzanita seal coating
											1,000		
											7,000		
											-		
											3,000		
											5,000		
											5,000		
											2,000		
											-		
											2,500		
											1,500		
											5,000		
											-		
											2,600		
											10,000		

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-60-265	Uniforms	1,030	830	1,030	0%	870	360	360	450	475	1,030		
											850		Quartermaster Uniform - PW (1 employee)
											180		PPE/safety equipment
10-60-270	Utilities	10,375	7,683	8,675	20%	8,434	105	129	183	190	10,375		
											175	Treas	Power at shop
											10,200	Treas	School crossing lights, street lights, shuttle/pedestrian lights
10-60-280	Telephone	1,200	852	1,600	-25%	1,343	1,261	756	476	629	1,200	Treas	
10-60-310	Professional/Technical Services	60,196	1,290	58,250	3%	28,984	7,968	19,509	-	-	60,196		
											500		misc services
											696	Treas	Shop pest control services
											3,200		Twin D culvert cleaning
											5,000		Tree pruning
											48,300	fund balan	Storm Water Master Plan update
											2,500		Development Standards update
											45,000		Transportation Consultant for Winderland Lane/Paradise
10-60-330	Education/Training	1,000	938	700	43%	415	279	498	265	65	1,000		
											1,000		CEUs
											1,000		Other training
											-	Treas	Arbinger Materials for training
10-60-340	Dues & Memberships	-	-	-		-	-	-	-	-	-		
10-60-480	Special Dept Supplies	450	223	850	-47%	118	181	150	163	48	450		
											200	Treas	Staff Meeting Supplies (\$100 per ee)
											250	Treas	Staff Christmas party split (\$125 per ee)
											500		Event banners (event specific)
10-60-490	Computer Supplies	-	20	240		240	240	234	-	-	-	Treas	Lease L13-07/2016
10-60-510	Insurance/Surety Bonds	7,486	6,537	8,466	-12%	7,115	8,017	6,965	6,865	6,428	7,486		
											5,544	Treas	Liability Insurance (see split)
											1,400	Treas	Auto Insurance (see split)
											470	Treas	Property Insurance (see split)
											72	Treas	Equipment Insurance (see split)
10-60-610	Misc Supplies	250	-	250	0%	-	-	-	-	-	250	Treas	
10-60-620	Misc Services	500	832	500	0%	-	515	311	8	30	500	Treas	Vaccinations/Misc
10-60-740	Capital Outlay - Equipment	-	85,206	129,986	-100%	21,928	106,196	990	18,617	-	-		
											-	fund balan	vehicle purchasing:
											-	fund balan	vehicle purchasing: .
											44,986		vehicle account payment: Streets Dept
											-		Equipment/tools for new vehicles
											1,800		Flagging Lights
10-60-750	Capital Outlay - Shop Equip	-	-	-	#DIV/0!	90	-	91	1,434	1,304	-		
											-		

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-60-780	Capital Outlay - Streets Projects	25,220	43,760	30,000	-16%	358,496	29,848	96,588	106,785	139	25,220		
											5,220		Pedestrian crosswalk lights
											20,000	RAP fb	Streetscape Consultant Recommendations Implementation
10-60-790	Capital Outlay - Other	-	-	-	#DIV/0!	-	2,800	-			-		
6081	Capital Lease Principal	-	-	-		-	7,352	7,239	7,018	7,018			
6082	Capital Lease Interest	-	-	-		-	115	228	448	448			
	FY19-20 Budget	281,010	318,521	402,899	-30%	578,754	238,382	247,852	240,688	106,890			
	Previous Year	402,899											
	Difference	(121,889)											
	Percentage Change	-30%											
	GF Rev	3,983,354											
	GF Exp	3,975,897											
		7,457											

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-70-110	Salaries & Wages	121,443	91,170	120,776	1%	115,732	103,892	75,756	82,013	88,735	121,443	Treas	
10-70-120	Payroll Tax Expense	12,335	7,686	12,300	0%	9,898	7,710	5,644	5,922	6,686	12,335	Treas	
10-70-130	Employee Benefits	63,122	50,148	62,370	1%	64,463	66,543	55,285	46,653	45,691	63,122	Treas	
10-70-150	Contract Labor		-	900	-100%	-	-	-	-	600	600		Prison work crews - Emergency clean up - various landscaping projects (sod, shoveling, etc.)
10-70-210	Books and Subscriptions	-	-	-		-	-	-	-	-	-		
10-70-220	Public Notices	-	-	-		-	-	-	-	-	-		
10-70-230	Travel	2,000	717	2,000	0%	1,033	486	501	(15)	-	2,000		Training expenses
10-70-235	Vehicle Repair/Maintenance	4,500	1,297	5,500	-18%	2,286	1,532	2,507	3,675	1,616	4,500		Misc Repair/Maintenance
											2,000		Tires
											2,000		Trailer maintenance
10-70-236	Fuel	6,800	4,840	9,700	-30%	7,798	9,374	5,929	6,876	8,199	6,800	Treas	Fuel
10-70-237	Dump Truck Rental Expense	-	-	-		-	-	-	-	-	-		
10-70-240	Office Supplies/Expense	550	437	250	120%	169	432	232	246	205	550	Treas	
10-70-250	Equipment, Supplies & Maint	10,500	13,307	17,450	-40%	6,059	8,643	2,771	1,967	2,161	10,500		Equipment rentals
											500		Equipment service, gas, supplies and maintenance
											500		fuel for mowers, trimmers, etc.
											1,500		Misc Equipment (see equipment lists)
											500		Christmas lights, holiday supplies
											700		Irrigation pumps
											4,000		utility box/conduit screening covers (metal screening)
											1,200		vehicle lift
											300		metal detector (cemetery)
											1,500		equipment repair tools
											1,600		Replace message board at cemetery
10-70-255	Shop Equipment and Supplies	3,890	277	3,890	0%	12	-	171	-	-	3,890		PW shop maintenance (bulk items, fuel, trailer maintenance)
											3,000		PW shop tools
											700		Safety supplies and signs (split 4 - streets, irrigation, water, sew
											-		Vehicle maintenance
											190		Welding tools/supplies
											3,000		LED lighting for shop
10-70-260	Bldgs & Grounds/Supp/Maint	24,950	13,902	27,250	-8%	21,573	18,938	14,376	21,200	24,624	24,950		turf fertilizer applications
											6,000		building and grounds supplies
											3,500		(i.e. light bulbs, trash bags, mutt mitts, towels, paint, cleaning s

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
											2,000		Irrigation repair and maintenance
											1,000		sod for cemetery
											1,000		Volleyball court maintenance
											2,000		Decorative Rock/landscaping
											-		Playground Mulch
											1,000		Ball field maintenance and improvements (Infield mix, bases, etc)
											1,000		Trail maintenance
											750		River Park maintenance
											1,000		Tennis/Pickleball Court maintenance
											5,000		Maintenance Storage shed (River Park)
											700		Arbor Day trees/tree planting
											3,000		Benches for River Park (bike hub)
											4,000		Sealcoating River Park parking lot
											4,000		replace tennis backboard
											1,000		Misc expenses
10-70-265	Uniforms	2,180	1,578	1,880	16%	1,535	990	1,080	810	820	2,180		
											2,000		Quartermaster Uniform - Parks (2 employee)
											-		New employee
											180		PPE/safety equipment
10-70-270	Utilities	2,800	2,094	2,500	12%	2,295	2,758	2,914	3,238	3,084	2,800	Treas	
10-70-280	Telephone	3,300	2,467	3,000	10%	2,564	1,873	2,884	2,174	1,488	3,300	Treas	
10-70-310	Professional/Technical Services	9,560	13,174	12,060	-21%	1,989	1,336	2,241	-	3,385	9,560		
											750		Electrician, Plumber, tech support, etc.
											600		Recycling at Town Park and River Park
											2,000		Tree Trimming/Arborist
											2,500		Park restroom heating
											710	Treas	Shop/Park restroom pest control
											???		Memorial Park Landscape Architect
											1,500		Lifting/leveling headstones in cemetery
											1,500		Misc professional services
10-70-330	Education & Training	2,150	1,755	1,650	30%	1,750	467	903	120	-	2,150		
											400		CPSI (playground certification)
											250		URPA/Outdoor Rec
											1,500		Parks education/training
											-	Treas	Arbinger materials for training
10-70-340	Dues and Memberships	400	175	150	167%	100	-	-	-	-	400		URPA
10-70-480	Special Dept Supplies	675	350	1,275	-47%	242	543	477	327	95	675		
											300	Treas	Staff Meeting Supplies (\$100 per ee)
											375	Treas	Staff Christmas party (\$125 per ee)
10-70-490	Computer Supplies	660	689	660	0%	160	30	210	-	-	660		
											-		Tree Inventory
											480	Treas	Ryan Desktop (L19-02/2019)
											180		Adobe Creative Cloud software (Toni)

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-70-510	Insurance/Surety Bonds	7,570	6,636	7,170	6%	5,731	7,118	6,238	6,257	5,865	7,570		
											5,544	Treas	Liability Insurance (see split)
											1,200	Treas	Auto Insurance (see split)
											710	Treas	Property Insurance (see split)
											116	Treas	Equipment Insurance (see split)
10-70-520	Youth Recreation Program	500	140	500	0%	697	123	328	219	1,277	500		
10-70-610	Misc Supplies	250	9	250	0%	-	10	-	-	-	250		
10-70-620	Misc Services	250	416	250	0%	-	132	163	25	-	250		
10-70-740	Capital Outlay - Equipment	-	77,224	106,248	-100%	19,152	42,596	990	3,825	-	-		
											-		fund balar vehicle purchasing:
											-		fund balar vehicle purchasing:
											24,315		vehicle account payment:Parks Dept
10-70-750	Capital Outlay - Shop Equipmer (vehicles, welding, safety)	-	-	-	#DIV/0!	-	-	31	58	225	-		
											-		
10-70-780	Capital Outlay - Park Projects	2,000	31,784	77,000	-97%	29,451	-	4,349	4,858	244,871	2,000		
											-		Memorial Grove development
											2,000		Garbage can enclosures
10-70-790	Capital Outlay - Other	-	-	-		-	-	-	18,617		-		
											-		
7081	Capital Lease Principal	-	-	-		-	-	7,241	7,132	7,026			
7082	Capital Lease Interest	-	-	-		-	-	110	218	325			
	FY19-20 Budget	282,385	322,270	476,979	-41%	294,691	275,528	193,329	216,416	446,976			
	Previous Year	476,979											
	Difference	(194,594)											
	Percentage Change	-41%											
	GF Rev	3,983,354											
	GF Exp	3,975,897											
		7,457											

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-78-110	Salaries & Wages	257,363	196,994	254,428	1%	238,142	127,280	127,521	112,256	102,338	257,363	Treas	
10-78-120	Payroll Tax Expense	23,247	16,476	23,017	1%	20,487	9,700	9,704	8,558	1,854	23,247	Treas	
10-78-130	Employee Benefits	123,970	100,386	121,401	2%	111,229	67,010	61,462	58,589	56,559	123,970	Treas	
10-78-165	Fire Marshal	800	-	800		-					800		
											800		Reviews/meetings/inspections
10-78-210	Books & Subscriptions	650	-	650	0%	-	35	-	-	-	650		
											200		Planning books for office reference
											150		2018 Existing Buildings Code
											150		2018 Energy Code
											150		2017 NEC
10-78-220	Public Notices	200	-	200	0%	-	150	372	191	-	200		legal notices
10-78-230	Travel	5,850	2,418	5,000	17%	1,311	632	2,527	2,288	559	5,850		
											2,800		Hotel state planning conference (x3) / National APA Conference /
											1,000		Travel to conferences (state APA, National APA, Building Inspecto
											1,200		POV Mileage
											850		Per diem confrences
10-78-235	Vehicle Expense (Gas, RM)	1,300	-	1,800		268	249	-	-	-	1,300		
											300		maintenance
											800		tires
											200		Seat covers
10-78-236	Fuel	800	407	400		850					800	Treas	Bldg Insp/Code Enf. Fuel
10-78-240	Office Supplies/Expense	2,750	1,109	3,400	-19%	2,253	1,663	2,687	795	808	2,750		
											1,500	Treas	Office supplies
											750		Misc Office supplies
											500		Office furniture (desk and equipment) for Vista intern
10-78-250	Equip: Supplies/Maint	1,865	969	1,970	-5%	3,148	1,891	1,609	1,031	843	1,865		
											1,050	Treas	Copier Maint. Agreement (see split)
											315	Treas	Laser Fiche Maint. Agreement (see split)
											500		Misc Equipment
											-		Office partitions
10-78-265	Uniforms	720	701	720		355	-				720		
											360		Zac Uniform Allowance
											360		Jeff Uniforms
											400		Planning Department Springdale Branded Apparel
10-78-280	Telephone	2,500	1,852	2,700	-7%	2,786	1,810	1,612	707	934	2,500	Treas	

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-78-290	Postage	1,200	827	2,000	-40%	1,010	1,392	1,077	1,220	1,108	1,200		
											1,200	Treas	postage/meter rental (split)
10-78-310	Professional/Technical Services	112,700	111,414	241,400	-53%	31,896	31,771	85,656	58,451	13,101	112,700		
											30,000		Engineering (building plan reviews, site checks)
											400		State Code Update (shared with 1043)
											3,500		Sterling Codifiers - recordation of title 10
											2,000		court reporter for Appeal Authority, as needed
											1,500		Appeal Authority
											1,500		Landslide Monitoring
											15,000		Zion Regional Collaborative Projects -Matching Funds (Vista Inter
											70,000		Streetscape Consultant
											1,300		Aerial Imagery - Pictometry Update
											5,000		Third Party Plan Review consultant
											2,500		Development standards update
											15,000		Erosion Hazard Analysis for side washes
											25,000	fund balanc	Open space bond consultants (carry over from fy20)
											25,000	fund balanc	Housing Study (carry over from fy20)
											25,000		Misc ordinance revision consultants
10-78-330	Education & Training	2,950	2,070	2,818	5%	2,116	4,003	1,648	1,341	501	2,950		
											550		Utah state planning conference registration (x3)
											500		Planning Commission training
											150		Utah Outdoor Recreation Summit
											500		Building Inspector Training
											1,000		National Planning Conference
											250		Licensed Combination Inspector
											-	Treas	Arbinger materials for training
10-78-340	Dues & Memberships	2,335	1,782	2,335	0%	875	1,738	1,489	1,276	1,007	2,335		
											1,600		APA/AICP (Americal Planning Association) (Rick, Tom, Sophie)
											235		ICC (Utah + General) Zac
											500		Certification Renewlas (Zac)
10-78-350	City Celebrations	-	-	-		-	-	-	-	-	-		
10-78-370	Community Center Event Exp	-	-	-		-	-	-	-	-	-		
10-78-480	Special Dept Supplies	900	445	1,700	-47%	351	819	289	204	48	900		
											400	Treas	Staff Meeting Supplies (\$100 per ee)
											500	Treas	Staff Christmas party (\$125 per ee)
10-78-490	Computer Supplies	9,214	2,657	4,182	120%	4,495	1,248	1,734	1,787	658	9,214		
											648	Treas	Tom Computer lease (L13-07/2016)
											672	Treas	Zac Lenovo/Docking Lease (L18-10/2018)
											672	Treas	Jeff Lenovo/Docking Lease (L18-10/2018)
											672	Treas	Sophie Lenovo/Docking Lease (L18-10/2018)
											-	Treas	Desktop on Lobby Counter
											-		
											300		Acrobat Pro Annual Subscriptions (Tom, Sophie)
											750		BlueBeam Software (building inspection software)

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
											5,500		Cloud Based Permit System
												1,000	new department printer
10-78-510	Insurance/Surety Bonds	547	529	367	49%	710	-	-	-	-	547		
											17	Treas	Equipment Insurance (split)
											530	Treas	Auto Insurance (split)
10-78-610	Misc Supplies	750	378	500	50%	149	-	89	13	23	750		
10-78-620	Misc Services	1,000	1,056	500	100%	-	80	16	-	-	1,000		
10-78-740	Capital Outlay - Equipment	-	-	7,697		33,603	3,560	-	-	-	-		
											-	Treas	
											-	fund balance	Vehicle Purchasing: Community Development staff vehicle
											18,693		vehicle account payment: CED
10-78-780	Capital Outlay - CED Projects	-	-	-		-	-	-	-	-	-		
10-78-900	Open Space Preservation Fund	10,000	-	10,000	0%	-	-	-	10,000	10,000	10,000		
10-78-910	Municipal Parking Fund	-	-	-	#DIV/0!	-	-	-	5,000	5,000	-		
	FY19-20 Budget	563,611	442,468	689,985	-18%	456,034	255,032	299,491	263,706	195,340			
	Previous Year	689,985											
	Difference	(126,374)											
	Percentage Change	-18%											
	GF Rev	3,983,354											
	GF Exp	3,975,897											

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-80-110	Salaries & Wages	52,142	30,801	47,809	9%	19,122	26,217	50,396	49,398	50,735	52,142	Treas	
10-80-120	Payroll Tax Expense	5,293	2,624	4,869	9%	1,691	1,972	3,815	3,778	3,808	5,293	Treas	
10-80-130	Employee Benefits	20,619	17,072	19,416	6%	15,923	16,314	28,068	28,276	28,499	20,619	Treas	
10-80-150	Contract Labor	-	-	-		-	-	-	-	90			
10-80-210	Books & Subscriptions	-	-	-		-	-	-	-	-			
10-80-220	Public Notices	-	-	-		-	-	-	-	-			
10-80-230	Travel	1,250	-	-	#DIV/0!	23	723	477	294	130	1,250		
10-80-235	Vehicle Expense (Gas, RM)	-	-	-		-	-	-	-	-			
10-80-240	Office Supplies	950	687	1,250	-24%	1,893	637	183	294	397	950		
											950	Treas	Office Supplies (split)
											700		Desk for Robyn
											300		Misc office supplies
10-80-250	Equip: Supplies/Maint	2,115	1,668	2,015	5%	803	3,763	2,512	279	339	2,115		
											315	Treas	LaserFiche Maint. (split)
											-	Treas	Copier maintenance
											300		tablecloths
											1,000		scanner
											500		misc equipment
10-80-260	Bldgs & Grounds/supplies/maini	18,150	2,756	12,420	46%	10,394	8,485	4,808	11,433	6,173	18,150		
											950	Treas	cleaning supplies/bldg maint. supplies
											-	Treas	weekend cleaning (about 5 hours per week on average)
											2,500		bldg repairs/maint. (gallery lighting, etc.)
											700		Carpet Cleaning
											200		Stained Concrete Floor Maintenance
											800		Partition Wall Maintenance
											5,000		sidewalk repair
											7,500	fund bala	gallery lighting
											500		misc supplies
10-80-270	Utilities	3,100	2,306	2,100	48%	1,946	1,009	1,165	2,041	2,054	3,100	Treas	
10-80-280	Telephone	750	561	720	4%	1,638	592	716	567	629	750	Treas	cell service
10-80-290	Postage	240	180	300	-20%	175	231	161	134	189	240	Treas	
10-80-300	Newsletters	-	-	-		-	-	-	-	-	-		
10-80-310	Professional/Technical Services	2,580	1,673	2,405	7%	2,437	495	1,224	804	239	2,580		
											300		Alarm troubleshooting
											252	Treas	Alarm monitoring
											500	Treas	Fire Riser Inspection
											560	Treas	HVAC Annual Maint. Contract
											468	Treas	Pest Control
											500		paid social media (boosting posts)

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-80-330	Education & Training	2,000	1,083	1,000	100%	-	229	697	-	-	2,000		
											2,000		
											-	Treas	Arbinger materials for training
10-80-340	Dues & Memberships	1,367	539	1,352	1%	109	924	711	788	672	1,367		
											100	Treas	Leave No Trace
											365	Treas	ASCAP
											652	Treas	Rotary - Ryan
											150		SURC
											100		URPA
10-80-350	City Celebrations	-	-	-		-	2,477	-	-	-	-		
10-80-370	Community Center Event Exp	5,750	2,035	5,500	5%	5,376	4,238	6,261	3,457	2,404	5,750		
											500		gallery show expenses (traveling shows)
											250		Misc event expenses
											3,000		Earth Day celebration
											2,000	Treas	Night sky events and education
											2,000		ccc programing costs
10-80-480	Special Dept Supplies	625	127	825	-24%	123	396	289	204	170	625		
											400		Volunteer, weeders guild thank yous
											100	Treas	Staff Meeting Supplies (\$100 per ee)
											125	Treas	Staff Christmas party (\$125 per ee)
10-80-490	Computer Supplies	1,556	634	1,556	0%	928	434	398	540	1,271	1,556		
											480	Treas	Robyn Desktop (L19-02/2019)
											240	Treas	CCC Laptop (new 2019-20 lease)
											500		Misc software
											336	Treas	CCC Laserfiche Scanner (new lease)
10-80-510	Insurance/Surety Bonds	8,391	7,608	7,961	5%	5,841	6,895	6,881	6,873	6,606	8,391		
											2,830	Treas	Property Insurance (split)
											5,544	Treas	Liability Insurance (split)
											17	Treas	Equipment Insurance/gallery shows (split)
10-80-520	Senior Program	250	152	250	0%	399	(300)	-	124	-	250		Senior Program
10-80-610	Misc Supplies	250	-	250	0%	24	-	-	24	-	250		
10-80-620	Misc Services	250	-	250	0%	-	-	16	25	-	250		
10-80-740	Captial Outlay - Equipment	-	-	10,000	-100%	-	-	9,303	-	-	-		
											-		
10-80-780	Capital Outlay - special projects	-	-	21,000	-100%	-	-	812	(400)	-	-		
											-		Parking Lot Asphalt Maintenance/seal coating

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
10-80-830	Lease payment to SMBA	57,675	-	57,600	0%	58,553	58,428	58,278	57,853	58,746	57,675	Treas	Lease Payment to SMBA
FY19-20 Budget		185,303	72,507	200,848	-8%	127,398	134,156	177,171	166,785	163,151			
Previous Year		200,848											
Difference		(15,545)											
Percentage Change		-8%											
GF Rev		3,983,354											
GF Exp		3,975,897											
		7,457											

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Explanation
10-81-110	Salaries & Wages	-	-	-	#DIV/0!						-	Treas
10-81-120	Payroll Tax Expense	-	-	-	#DIV/0!						-	Treas
10-81-130	Employee Benefits	-	-	-	#DIV/0!						-	Treas
10-81-150	Contract Labor	-	-	-	#DIV/0!						-	
10-81-210	Books and Subscriptions	-	-	-	#DIV/0!						-	
10-81-220	Public Notices	-	-	-	#DIV/0!						-	
10-81-230	Travel	-	-	-	#DIV/0!						-	
10-81-240	Office Supplies	-	-	-	#DIV/0!						-	office supplies
10-81-250	Equipment, Supplies, Maintenta	-	-	-	#DIV/0!						-	Museum materials: pamphlets, printed materials
											-	Museum exhibit development
											-	Museum display materials
10-81-260	Bldgs & Grounds/supplies/main	-	-	-	#DIV/0!						-	building maintenance
											-	cleaning (assum docents)
10-81-270	Utilities	-	-	-	#DIV/0!						-	
10-81-280	Telephone	-	-	-	#DIV/0!						-	Mango voice phone (in Govt. Buildings)
10-81-290	Postage	-	-	-	#DIV/0!						-	
10-81-295	Sales Taxes	-	-	-	#DIV/0!						-	Retail Merchandise
10-81-300	Marketing	-	-	-	#DIV/0!						-	Museum marketing
											-	Social media/web marketing
10-81-310	Professional/Technical Services	2,960	933	18,000	-84%	-					2,960	Historic preservation CLG Grant match and projects
											2,000	National Register nominations (8 properties on ILS list)
											-	ILS History Center property
											-	Treas Pest Control
											-	Treas Alarm monitoring
											-	Treas Alarm Troubleshooting
											-	Treas Heating/Air conditioning maintenance
											960	Storage (offsite)
10-81-330	Education and Training	-	-	-	#DIV/0!						-	
10-81-340	Dues and Memberships	-	-	-	#DIV/0!						-	Professional Fees

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Explanation
10-81-480	Special Dept Supplies	-	-	-	#DIV/0!						-	-
											-	Museum events (quarterly)
											-	Fundraising Expense
10-81-490	Computer Supplies	-	-	-	#DIV/0!						-	Office Technology
10-81-510	Insurance/Surety Bonds	-	-	-	#DIV/0!						-	
10-81-520	PayPal charges	-	-	-	#DIV/0!						-	
10-81-610	Misc Supplies	-	-	-	#DIV/0!						-	
10-81-620	Misc Services	-	-	-	#DIV/0!						-	
10-81-740	Captial Outlay - Equipment	-	-	-	#DIV/0!						-	
10-81-780	Captial Outlay - Historic Project:	390,000	1,971	390,000	0%	-					390,000	
											295,000	fund bala Building Rehabilitation
											95,000	fund bala Museum exhibits, technology for displays
	FY19-20 Budget	392,960	2,904	408,000	-4%	-	-	-	-	-		
	Previous Year	-										
	Difference	392,960										
	Percentage Change	#DIV/0!										
	GF Rev	3,983,354										
	GF Exp	3,975,897										
		7,457										

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Explanation	
10-90-100	Transfer to Water Fund	64,678	-	64,678	0%	64,678	64,678	62,727	62,757	60,000	64,678 60,000 4,678	Water project debt service Payments for water service (estimate based on previous year)
10-90-150	Transfer to Irrigation	60,000	-	176,000		-	-	-	-	-	60,000 - 60,000	Secondary water metering transfer Irrigation Fund Assistance
10-90-200	Transfer to Sewer Fund	1,387	-	1,387	0%	1,387	1,386	941	941	-	1,386	Payments for sewer service (estimate based on previous year)
10-90-300	Agency Payments	-	120,000	120,000	-100%	121,878	120,196	118,536	125,978	114,270	-	
10-90-400	Transfer to Cap Projects Fund	202,500	-	758,000		-	600,000	1,000,000	-	500,000	202,500 150,000 52,500	Street Projects (CP-47) Transportation sales tax (CP-47)
10-90-500	Transfer to SMBA Fund (Community Capital)	-	-	-		-	-	-	-	-	-	transfer to future capital needs fund
FY19-20 Budget		328,565	120,000	1,120,065	-71%	187,943	786,260	1,182,204	189,676	674,270		
		1,120,065										
		(791,500)										
		-71%										
Total General Fund Revenue		3,983,354		5,327,654		3,676,815			2,960,035			
Total General Fund Expenses		3,975,897		5,387,654		3,606,412			2,221,636			
Variance		7,457				70,403						

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Explanation
Intergovernmental Revenue												
45-33-400	State Grant			-		-	-	-				
45-33-450	NPS Grant			-		-	-	-				
Total Intergovernmental		-	-	-		-	-	-	-	-		
Miscellaneous Revenue												
45-38-110	Interest Income - PTIF					-	-	-				
45-38-120	Private Contributions					-	-	-				
45-38-130	Recycling Revenue					-	-	-		667		
Total Misc		-	-	-		-	-	-	-	667		
Contributions and Transfers												
45-39-100	Transfer from General Fund					-	-	-				
45-39-123	Contribution to Library Fund					-	-	-				
45-39-510	Impact Fees - Parks	74,367	137,388	74,367	0%	105,734	263,262	281,027	74,284	60,924	74,367	
											34,947	9 homes * 3,883/home
											39,420	12 lodging units*3285/unit
45-39-520	Impact Fees - Planning/Zoning			-		-	-	-				
45-39-530	Impact Fees - Streets/Parking			-		-	-	-				
45-39-540	Impact Fees - Emergency Serv			-		-	-	-				
45-39-870	Transfer from Other Fund			-		-	-	-				
45-39-990	Appropriated use of BB Bal	300,000		300,000	0%	-	-	-	-	-	300,000	
											-	Pickleball Courts
											300,000	78,000 Moenave Trail Surfacing (park impact fees)
												Trail projects (park impact fees)
Total Contributions and Transfers		374,367	137,388	374,367	0%	105,734	263,262	281,027	74,284	60,924	-	
											-	
CP45 Revenue total		374,367	137,388	374,367	0%	105,734	263,262	281,027	74,284	61,591		
CP45 Revenue		374,367										
CP45 Expenses		300,000										
CP 45 total		74,367										

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Explanation
Intergovernmental Revenue												
47-33-300	CVB					-		-	50,000	-		
47-33-600	Washington County				#DIV/0!	-	1,500,000	-				
47-33-400	Federal/NPS Grant	110,000		800,000		-		-	-		110,000	FLAP Grant
47-33-400	State Grant					-		-	-			
47-33-500	UDOT Grant					-		-	-			
	total intergovernmental	110,000	-	800,000		-	1,500,000	-	50,000	-		
Miscellaneous Revenue												
47-38-110	Interest Income - PTIF					-	35,000	-				
47-38-510	Impact Fees - Parks					-		-				
	total misc	-	-	-		-	35,000	-	-	-		
Contributions and Transfers												
47-39-100	Transfer from General Fund	202,500		758,000		-	600,000	1,000,000		500,000	202,500	Road construction transfer
47-39-123	Contribution to Library Fund					-	-	-				
47-39-520	Impact Fees - Planning/Zoning					-	-	-				
47-39-530	Impact Fees - Streets/Parking					-	-	-				
47-39-540	Impact Fees - Emergency Serv					-	-	-				
47-39-870	Transfer from Other Funds			10,000		60,000	-	-			-	
47-39-990	Appropriated use of BB Bal			12,000	-100%	-	-	-			-	
	total contributions and transfers	202,500	-	780,000		60,000	600,000	1,000,000	-	500,000		
	CP47 Revenue total	312,500		1,580,000	-80%	60,000	2,135,000	1,000,000	50,000	500,000		

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Explanation
47-40-220	Public Notices	-	75	-								
47-40-310	Prof & Tech Services	30,000	57,547	130,600		67	80,486	13,840	28,420	65,116	30,000	Engineering, Design, Construction Management Canyon View/Watchman/Foothill/Big Springs
											30,000	Tile Hill Sidewalk Design Geotechnical ROW (Research, Legal, Prop/easment Acquisition)
47-40-561	CP Improvements - Streets	225,205	419,822	1,420,638	-84%	13,741	2,198,271	-	305,273	4,320	225,205	street maintenance and improvments, prioritized list: 271,765 Foothill/Big Springs 80,000 Curb/Gutter/Sidewalk OC Tanner 120,000 Tile Hill Sidewalk (80/20 split UDOT TAP funds) 25,000 Sidewalk North of Claret Cup (250') 105,205 Lion Blvd. Sidewalk, Curb Gutter, Asphalt shoulder (FLAP fund)
												Priority List (as of 6-1-20) Watchman - road reconstruction (FY2022) Canyon View - road reconstruction (FY2022) Balanced Rock - road reconstruction [engineering required] Paradise Road - road reconstruction, Winderland to Cemetery Paradise Road -SR-9 to Winderland, intersection at SR-9
		255,205	477,445	1,551,238	-84%	13,808	2,278,757	13,840	333,693	69,436		
	CP47 Revenue	312,500										
	CP47 Expenses	255,205										
	CP 47 totals	57,295									351,765	Winderland Engineering Design Bidding/Negotiating
											56,200	

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	Tentative Budget				Request	Explanation
						fy 18-19	fy 17-18	fy 16-17	fy 15-16		
Intergovernmental Revenue											
48-33-400	State Grant					-	-	-	-		- CDBG Funding: Zion Shadows Water Line Project
total intergovernmental		-	-	-		-	-	-	-		
Miscellaneous Revenue											
48-38-110	Interest Income - PTIF					-	-	-	-		
total misc		-	-	-		-	-	-	-		
Contributions and Transfers											
48-39-100	Transfer from General Fund					-	-	-	-		
48-39-870	Transfer from Other Funds					-	10,000	-	-		- Transfer from Water Fund
48-39-990	Appropriated use of BB Bal					-	-	-	-		
total contributions and transfers		-	-	-		-	10,000	-	-		
CP48 Revenue total		-	-	-		-	10,000	-	-		

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Explanation
48-40-310	Prof & Tech Services				#DIV/0!	-	8,416	-			-	Engineering Services
48-40-561	CP Improvements				#DIV/0!	-	-	-			-	Construction Expenses
		-	-	-	#DIV/0!	-	8,416	-	-	-		
	CP48 Revenue	-										
	CP48 Expenses	-										
	CP 48 totals	-										

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Explanation
Operating Revenue											
50-37-100	Irrigation Water Sales	20,000	15,984	20,000	0%	21,275	20,789	20,273	18,913	17,363	20,000
50-37-300	Utility Encroachment Permits			-		-		-			
50-37-600	Irrigation Fees	26,000	21,265	26,000	0%	27,359	42,642	26,339	15,516	9,333	26,000 billing to SCIC for ongoing maintenance
50-37-700	Irrigation Assessments			-		-	-	-	-	3,037	
	total operating	46,000	37,249	46,000	0%	48,634	63,431	46,612	34,429	29,733	
Non-Operating Revenue											
50-37-200	Connection Fees									40	
50-38-100	Interest Earnings										
50-38-110	Interest - State Treasurer										
50-35-140	State CIB	-		22,425							- CIB Grant Application Irrigation Master Plan (fy20)
50-38-400	Sale of Fixed Assets										
50-38-570	Federal Grant	75,000		75,000							75,000 Bureau of Reclamation Grant
50-38-800	BWR Reimb, Water Proj										
50-38-900	Miscellaneous					208					
50-38-910	Penalties										
	total non-operating	75,000	-	97,425		208	-	-	-	40	
Contributions and Transfers											
50-39-870	Transfer from Water Fund			-						15,000	
50-39-860	Transfer from Sewer Fund			-	#DIV/0!		44,000	41,000	41,000	120,000	
50-39-880	Transfer from General Fund	60,000		176,000							60,000 Irrigation Fund Assistance from GF
50-39-990	Appropriated Use of Beginning Fund Balance	100,000		55,625							100,000
											- Appropriation to balance fund
											- Vehicle Purchasing: Utility Trailer
											- Vehicle Purchasing: Attachments for Mini-Ex/Skid Steer
											- Irrigation Master Plan (Town/SCIC Portion)
											100,000 Secondary metering proejct
	total contributions	160,000	-	231,625	-31%	-	44,000	41,000	41,000	135,000	
	Irrigation Fund Revenue Totals	281,000	37,249	375,050	-25%	48,842	107,431	87,612	75,429	164,773	
	Irrigation Fund Expenses	279,889									
		1,111									
	not including secondary water metering project			90,000							
				104,889							
				(14,889)							

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
Operating Expenses													
50-40-110	Salaries & Wages	28,526	20,325	27,696	3%	25,573	25,619	20,253	16,609	20,022	28,526	Treas	
50-40-120	Payroll Tax Expense	2,766	488	2,668	4%	633	389	313	420	1,502	2,766	Treas	
50-40-130	Employee Benefits	15,748	10,982	15,307	3%	15,246	17,853	15,007	9,500	10,780	15,748	Treas	
50-40-210	Books & Subscriptions	-	-	-		-	-	-	-	-	-		
50-40-220	Public Notices	-	-	-		-	-	-	-	-	-		
50-40-230	Travel	-	-	-		-	-	-	-	-	-		
50-40-235	Vehicle Repair/Maintenance	-	-	-		-	-	-	-	-	-		
50-40-236	Fuel	-	-	-		-	-	-	-	-	-		
50-40-237	Dump Truck Rental Expense	-	-	-		-	-	-	-	-	-		
50-40-240	Office Supplies & Expense	-	-	-		-	-	26	-	-	-		
50-40-250	Equip: Supplies/Maint	15,000	6,643	10,700	40%	8,815	11,352	8,164	829	6,071	15,000		
											6,000		Maintenance on pumps, pump houses
											2,000		Maintenance on diversion structure and air vacs
											5,000		Irrigation water Parts/fittings
											2,000		Rebuild structure screen lid (irrigation portion)
50-40-255	Shop Equipment and Supplies	5,330	2,309	5,330	0%	4,775	6,774	2,660	(129)	1,146	5,330		
											3,000		PW shop maintenance (bulk items, fuel, trailer maintenance)
											700		PW shop tools
											1,250		Safety supplies and signs (split 4 - streets, irrigation, water, sew
											-		Vehicle maintenance
											380		Welding tools/supplies
50-40-260	Bldg/Grounds: supp/maint	-	-	-		-	-	184	-	1,961	-		shop road maintenance
50-40-265	Uniforms	-	-	-		287	-	-	-	-	-		
50-40-270	Utilities	12,615	9,187	10,615	19%	8,704	7,955	9,502	10,131	10,557	12,615		
											12,000	Treas	Irrigation pump houses
											615		Blue Sky Power (20% of total power load)
50-40-280	Telephone	-	-	-		-	-	-	-	-	-		
50-40-290	Postage	-	-	-		-	-	-	-	-	-		
50-40-300	Contract Labor	-	-	-		-	-	-	-	-	-		

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
50-40-310	Professional/Technical Services	17,000	8,750	56,850	-70%	7,752	11,632	1,800	2,100	-	17,000		
											1,000		Electrical work at pump house (telemetry)
											1,000		Misc engineering services
											10,000		Emergency line repair
											-	fund balar	Irrigation Master Plan
											5,000		Update GIS
50-40-330	Education/Training	-	-	-		-	-	-	-	-	-		
50-40-340	Dues & Memberships	-	-	-		-	-	-	-	-	-		
50-40-350	Garbage Administration	-	-	-		-	-	-	-	-	-		
50-40-360	Irrigation Share Purchase	-	-	-		10	10	-	-	-	-		
50-40-370	Water Tests	-	-	-		-	-	-	-	-	-		
50-40-380	Water Rights Assessments	-	-	-		-	-	-	-	-	-		
50-40-390	Irrigation Shares Assessments	2,904	2,904	5,808	-50%	5,808	9,570	2,085	1,668	1,668	2,904	Treas	Assessments for 36.3 shares (\$80/share)
50-40-480	Special Dept Supplies	-	-	-		-	-	-	-	-	-		
50-40-500	Insurance/Surety	-	-	-		-	-	-	-	-	-		
50-40-520	Bank Charges	-	-	-		-	-	-	-	-	-		
50-40-610	Misc Supplies	-	-	-		-	-	-	-	-	-		
50-40-620	Misc Services	-	-	-		-	-	-	-	-	-		
50-40-625	Bad Debt	-	-	-		30,000	-	-	-	-	-		
50-40-650	Depreciation	-	-	-		18,237	16,802	16,802	15,862	15,093	-		
50-40-740	Capital Outlay - Irrigation Equipm	-	38,628	48,786	-100%	1,825	-	990	2,450	5,969	-		
											-	fund balar	Vehicle Purchasing: Utility Trailer
											-	fund balar	Vehicle Purchasing: Attachments for Mini-Ex/Skid Steer
											12,536		Vehicle account payment: Irrigation Fund
											1,800		Flagging Lights
50-40-750	Capital Outlay - Shop Equipmer (vehicles, welding, safety)	-	-	-	#DIV/0!	-	-	2,520	610	716	-		
50-40-780	Capital Outlay - Irrigation Projec	180,000	-	175,000		-	-	-	-	97,008	180,000		
											-		Irrigation Line Cleaning
											175,000		Secondary water metering (town customers)
											5,000		Level sensor installation
50-40-785	Capital Outlay - Shop Projects	-	-	-		-	-	-	-	-	-		

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
50-40-790	Capital Outlay - Other	-	-	-		-	-	-	-	-	-		Other shop improvements
Total Operating		279,889	100,216	358,760	-22%	127,664	107,957	80,304	60,050	172,495			
Non-Operating Expenses													
50-40-810	Debt Service Principal	-	-	-		-	-	-	-	-	-		
50-40-820	Debt Service Interest	-	-	-		-	-	-	-	-	-		
50-90-400	Transfer to Cap Projects Fund	-	-	-		-	-	-	-	-	-		
50-40-880	Transfer to General Fund	-	-	-		-	-	-	-	-	-		
Total Non-Operating		-	-	-	#DIV/0!	-	-	-	-	-			
Total Irrigation Fund Expense		279,889	100,216	358,760	-22%	127,664	107,957	80,304	60,050	172,495			
Irrigation Fund Revenue		281,000											
Irrigation Fund Expenses		279,889				104,889							
Totals Irrigation Fund		1,111											
Irrigation Fund Revenue		281,000											
Irrigation Fund Expenses - depr		279,889											
Totals Irrigation Fund		1,111											

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Explanation
Operating Revenue											
51-37-100	Water Sales	630,000	567,220	725,000	-13%	760,018	712,669	675,107	578,469	480,235	
51-37-400	Contributed Resort Tax	-	-	-		-	-	-	-	-	
51-37-500	Garbage	48,000	36,483	47,000	2%	48,297	47,417	45,366	38,999	34,372	
51-37-600	Irrigation Fees	-	-	-		-	-	-	-	-	
51-37-700	Irrigation Assessments	-	-	-		-	-	-	-	-	
51-39-980	Water Dedication Fee-in-Lieu	-	27,075	-		26,363	48,450	45,125	27,550	9,025	900/ERU if water dedication not available
	total operating	678,000	630,778	772,000	-12%	834,677	808,536	765,598	645,018	523,632	
Non-Operating Revenue											
51-37-200	Connection Fees	54,540	129,810	54,540	0%	145,300	106,561	102,981	90,806	50,820	54,540 9 homes @ 6,060 each
51-37-300	Utility Encroachment Permits	1,000	1,500	500		1,400	1,850	500	300		
51-37-800	Rockville Pipeline Capital Cont	5,957	-	5,957		5,957					
51-38-100	Interest Earnings	-	-	500	-100%	-	621	1,129	684	428	
51-38-110	Interest - State Treasurer	20,000	13,155	19,000	5%	24,323	21,376	3,871	2,121	1,260	
51-38-120	State Planning Grant	-	-	-		-	22,645	-	17,355	-	water master plan grant - State of Utah
51-38-140	State CIB	-	-	-		267,000	-	-	-	-	
51-38-400	Sale of Fixed Assets	-	-	-		-	-	-	-	-	
51-38-570	Federal Grant Proceeds	-	-	-		-	1,059,000	-	-	-	
51-38-800	BWR Reimb, Water Proj	-	-	-		-	-	-	-	-	
51-38-870	ARRA Project Funds	-	-	-		-	-	-	-	-	
51-38-900	Miscellaneous	5,000	9,025	4,000	25%	5,268	8,976	5,208	5,987	1,305	
51-38-910	Penalties	12,000	15,726	12,000	0%	17,012	14,962	(771)	1,290	13,882	
	total non-operating	98,497	169,215	96,497	2%	466,260	1,235,991	112,919	118,544	67,695	
Contributions and Transfers											
51-39-870	Interfund Loan, Xfer or Contribution	64,678	-	64,678	0%	64,678	64,678	62,727	62,757	60,000	64,678 Transfer from General Fund
51-39-990	Appropriated Use of Beginning Fund Balar	278,000	-	286,950	-3%	-	-	-	-	-	278,000
											20,000 Appropriation for emergency water line repairs
											20,000 New WTP Contingency
											50,000 Water shares acquisitions (water dedication fee i
											38,000 chemical pump replacement
											50,000 pond dredging
											- Vehicle Purchasing: Water Dept Employee Vehic
											- Vehicle Purchasing: Utility Trailer
											- Vehicle Purchasing: Attachments for Mini-Ex/Ski
											100,000 fund balancing
	total contributions	342,678	-	351,628	-3%	64,678	64,678	62,727	62,757	60,000	
	Water Revenue Totals	1,119,175	799,993	1,220,125	-8%	1,365,615	2,109,205	941,243	826,319	651,327	
	Water Fund Expenses	1,113,865									
		5,310									

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget % Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation	
Operating Expenses													
51-40-110	Salaries & Wages	215,296	175,759	210,698	2%	225,861	192,439	128,179	153,366	138,064	215,296	Treas	
51-40-120	Payroll Tax Expense	20,858	14,611	20,455	2%	19,164	14,393	9,807	11,261	10,418	20,858	Treas	
51-40-130	Employee Benefits	115,994	96,648	115,445	0%	124,614	114,789	80,464	83,031	72,552	115,994	Treas	
51-40-210	Books & Subscriptions	-	-	-		-	-	-	107	-	-		
51-40-220	Public Notices	-	-	-		-	-	598	-	-	-		
51-40-230	Travel	1,650	114	1,700	-3%	94	-	48	121	24	1,650		
											1,500		training related travel
											150	Treas	Pelorus Conf (split)
51-40-235	Vehicle Repair/Maintenance	6,000	3,818	5,000	20%	871	305	670	1,701	1,248	6,000		
											3,000		Misc Repair/Maintenance
											3,000		Tires
51-40-236	Fuel	8,000	4,996	7,000	14%	6,739	6,912	3,724	2,268	1,613	8,000	Treas	Fuel + 1/2 new hire
51-40-237	Dump Truck Rental Expense	-	-	-		-	-	-	-	-	-		
51-40-240	Office Supplies & Expense	500	338	1,000	-50%	1,075	378	225	428	239	500	Treas	Office Supplies
51-40-250	Equip: Supplies/Maint	68,490	13,527	23,215	195%	28,153	49,434	55,884	38,701	18,677	68,490		
											315	Treas	LaserFiche Maint. Agreement (see split)
											175	Treas	Upstairs Copier Maint. (split)
											600	Treas	Utility Bills/Envelopes (split)
											100	Treas	WTP Copier Maint. (split with 52)
											10,000	fund balanc	emergency water line repair supplies
											10,000		cullinary water parts
											5,000		Misc equipment maintenance
											2,300		Generator Service Contract
											38,000	fund balanc	Parts for plant-chemical pump replacement
											2,000		Water sample stations
51-40-252	Chemicals	25,000	21,520	15,500	61%	25,856	15,558	21,512	16,516	15,010	25,000		chemicals
51-40-255	Shop Equipment and Supplies	6,090	2,660	6,090	0%	4,775	6,886	2,680	(129)	1,146	6,090		
											3,000		PW shop maintenance (bulk items, fuel, trailer maintenance)
											700		PW shop tools
											1,250		Safety supplies and signs (split 4 - streets, irrigation, water, sew
											-		Vehicle maintenance
											1,140		Welding tools/supplies

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget % Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
51-40-260	Bldg/Grounds: supp/maint	72,464	4,262	223%	187	205	329	150	2,085	72,464		
										250		Weed control, paint, lights, restroom supplies
										167		Fire Extinguisher Inspections
										47		Annual Fire Marshall Inspection
										-		Shop Road Maintenance
										2,000		Rebuild structure screen lid (culinary portion)
										20,000	fund balanc	New WTP contingency (misc fixes, changes, etc.)
										50,000	fund balanc	pond dredging
51-40-265	Uniforms	3,050	1,036	62%	1,318	495	360	450	527	3,050		
										1,700		Quartermaster Uniform - PW (2 employee)
										850		New employee
										500		PPE/safety equipment
51-40-270	Utilities	38,150	25,056	-12%	41,081	30,858	34,781	30,884	34,295	38,150		
										33,000	Treas	
										3,200	Treas	Irrigation pump house (culinary portion)
										615	Treas	Blue Sky Power (20% of total power load)
										285	Treas	Power at Shop
										300		Solar energy monitoring
										750	Treas	Internet
51-40-275	Utilities - Irrigation	-	-	-	-	-	-	-	-	-		
51-40-280	Telephone	8,860	5,988	9%	7,440	5,096	3,247	3,061	2,997	8,860		
										2,800	Treas	WTP phone/cell + 1/2 of new hire
										1,560	Treas	Portion of Mangovoice (6 phones)
										780	Treas	WTP Fire Alarm
										960	Treas	Verizon Data Cards
										2,760	Treas	Centurylink
51-40-290	Postage	3,000	2,657	0%	2,938	3,547	2,768	2,071	1,821	3,000		
										1,500	Treas	Postage/Meter Rental (split)
										1,500	Treas	UPS
51-40-300	Contract Labor	15,000	-	0%	2,665	-	125	-	1,491	15,000	fund balanc	assistance on water breaks/other work
51-40-310	Professional/Technical Services	28,440	11,285	66%	11,858	6,371	18,700	45,384	6,544	28,440		
										1,000		Sunrise Engineering, sampling
										2,000		SCADA maintenance/support
										3,100	Treas	water portion of audit (split)
										1,904	Treas	Pelorus software support (split)
										255	Treas	WTP Alarm Monitoring
										948	Treas	WTP pest control
										333		State Code Update
										-		Water usage totalizers (system telemetry)
										-		Water master plan update
										-		Tank Cleaning
										-	Treas	master meter support
										5,000		Tank Road maintenance
										2,500		Development Standards update
										5,000		Update GIS
										5,400	Treas	Badger Meter Cell Service
										1,000	Treas	Internal Auditor Contracting

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget % Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
51-40-330	Education/Training	4,000	3,129	4,000 0%	1,950	1,138	2,398	3,069	410	4,000		
										500		Certifications
										3,500		Training
										-	Treas	Arbinger materials for training
51-40-340	Dues & Memberships	925	50	925 0%	1,135	100	830	355	100	925		
										525	Treas	RWAU
										250	Treas	AWWA
										50		RWAU Scholarship Fund
										100	Treas	Utah Water Users Assoc.
51-40-350	Garbage Administration	47,000	31,240	44,400 6%	44,703	43,053	41,789	35,505	31,162	47,000	Treas	
51-40-360	Purchased Water	50,000	-	50,000 0%	-	30,000	4,500	-	10,010	50,000		fund balanc Water Shares acquisition
51-40-370	Water Tests	8,000	4,321	5,500 45%	4,233	4,561	5,307	4,132	3,955	8,000		
51-40-380	Water Rights Assessments	50	48	50 0%	48	48	48	48	48	50		
51-40-390	Irrigation Shares Assessments	-	-	- -	-	-	-	-	-	-		
51-40-480	Special Dept Supplies	450	223	850 -47%	288	181	213	164	48	450		
										200	Treas	Staff Meeting Supplies
										250	Treas	Staff Christmas party split (\$125 per ee)
51-40-490	Computer Supplies	5,210	4,220	2,283 128%	5,006	4,093	2,190	11,891	1,478	5,210		
										-		
										900	Treas	Mountain West Computer Service Contract split
										10	Treas	Infowest web hosting split
										500	Treas	infowest email account split
										396	Treas	Joe Desktop Lease (L13-07/2016)
										1,128	Treas	Server (L17-07/2018)
										1,116	Treas	3 Lenovo Notebooks (L18-10/2018)
										610	Treas	Slack subscription
										550	Treas	PaperTrl subscription (split 1050, 52, 55)
51-40-510	Insurance/Surety	18,427	17,173	16,952 9%	15,814	15,080	15,429	12,826	12,424	18,427		
										1,350	Treas	Auto Premium (see split)
										8,500	Treas	Property premium (see split)
										5,940	Treas	Liability Insurance (see split)
										105	Treas	Equipment Insurance (see split)
										120	Treas	Safe Drinking Water Bond 71448625
										610	Treas	Treasurer's Bond 68766025 (split w/1043)
										1,000	Treas	Position Schedule Bond 70057956 (split w/1043)
										-	Treas	
										802	Treas	Community Impact Funding Bond 71518003
51-40-520	Bank Charges	-	-	- #DIV/0!	-	1,750	1,750	-	3,500	-		
										-		
										-		
										-		

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget % Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation	
51-40-610	Misc Supplies	250	-	250	0%	8	-	-	-	-	250	Treas	
51-40-620	Misc Services	500	416	250	100%	-	-	16	25	-	500	Treas	Vaccinations/Misc.
51-40-625	Bad Debt	-	-	-		-	-	-	-	-	-		
51-40-650	Depreciation	-	-	-	167,901	164,478	165,866	157,920	158,301	-			Portion of depreciation
51-40-740	Capital Outlay - Water Equipme	-	50,440	72,715	-100%	3,486	-	990	16,268	8,929	-		
											-		fund balanc Vehicle Purchasing: Water Dept Employee Vehicle
											-		fund balanc Vehicle Purchasing: Utility Trailer
											-		fund balanc Vehicle Purchasing: Attachments for Mini-Ex/Skid Steer
													42,612 Vehicle account payment: Water Fund
													1,800 Flagging Lights (split)
51-40-750	Capital Outlay - Shop Equipmer	-	-	-	#DIV/0!	16	-	157	844	1,827	-		
51-40-780	Capital Outlay - Water Projects	-	173,609	160,000	-100%	-	-	4,471	-	200	-		
													100,000 master meters - water data use
51-40-785	Capital Outlay - Shop Projects	-	-	-		-	-	-	-	-	-		
51-40-790	Capital Outlay - Other	-	-	-	#DIV/0!	1,041	-	-	-	-	-		
51-40-795	Capital Outlay - ARRA Project	-	-	-		-	-	-	-	-	-		
Total Operating		771,654	669,143	875,090	-12%	750,318	712,147	610,054	632,417	541,141			
Non-Operating Expenses													
51-40-810	Debt Service Principal	248,000	-	247,000	0%	-	62,000	155,750	151,750	102,750	248,000		
											-	Treas	8079446 Water Revenue Bond 1987A
											-	Treas	8079466 Water Revenue Bond 1995A
											-	Treas	8079465 2004 Water Tank Bond
											-	Treas	2004 Water Tank Bond Reserve
											64,000	Treas	2009 Water Tank Bond
											5,000	Treas	2009 Water Tank Bond Reserve
											179,000	Treas	2012 Water Revenue Bond (pond project)
													2017 Water Revenue Bond
51-40-820	Debt Service Interest	41,170	26,950	42,700	-4%	46,501	20,842	22,280	22,901	24,370	41,170		
											-	Treas	8079465 2004 Water Bond Int.
											13,350	Treas	2009 Water Tank Bond Interest
											27,820	Treas	2017 Water Revenue Bond Interest
51-40-830	Due to General Fund	-	-	-		-	-	-	-	-	-		
51-90-880	Transfer to General Fund	-	-	-		-	-	-	-	-	-		

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget % Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
51-90-400	Transfer to Cap Projects Fund	-	-	-	-	10,000	-	-	-	-		Transfer to CDBG for Zion Shadows water line project
51-90-500	Transfer to Irrigation Fund	-	-	-	-	-	-	-	-	-		Transfer to Irrigation fund for operating expenses
51-90-600	Renewal and Replacement Fur	53,041	-	55,240	-4%	-	-	-	-	53,041		5% of all expenses to renewal and replacement fund
51-90-990	Appriated Increase Fund Balanc	-	-	-	-	-	-	-	-	-		Fee-in-lieu payments
Total Non-Operating		342,211	26,950	344,940	-1%	46,501	92,842	178,030	174,651	127,120		
Total Water Fund Expenses		1,113,865	696,093	1,220,030	-9%	796,819	804,989	788,084	807,068	668,261		
Previous Year budget		1,220,030										
		(106,165)										
		-9%										
Waer Fund Revenue		1,119,175										289170
Water Fund Expenses		1,113,865										
Totals Water Fund		5,310										

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Explanation
Operating Revenue											
52-37-100	Sewer Services	240,000	242,588	310,000	-23%	314,985	309,132	296,778	277,003	242,391	330,734
	total operating	240,000	242,588	310,000	-23%	314,985	309,132	296,778	277,003	242,391	
Non-Operating Revenues											
52-37-200	Connection Fees	-	-	-		-	-	40			
52-37-300	Utility Encroachment Permits	-	-	-		-	-	200			
52-38-040	Grant Revenue	-	-	-		-	-	-			
52-38-100	Interest Earnings	-	-	-		-	-	-			
52-38-110	Interest - State Treasurer	4,000	3,867	3,000	33%	6,419	4,086	2,550	1,627	1,112	
52-38-120	State Planning Advance	-	-	-		-	-	-			
52-38-870	ARRA Project Funds	-	-	-		-	-	-			
52-38-880	NPS Reimb, Sewer Project	-	-	-		-	-	-			
52-38-885	BWQ Reimb, Sewer Project	-	-	-		-	-	-			
52-38-900	Miscellaneous	6,000	-	6,000	0%	4,599	8,454	3,855	-	-	6,000 sewer grinders (Canyon Springs proper
52-38-910	Dump Truck Rental Revenue	-	-	-		-	-	-			
	total non-operating	10,000	3,867	9,000	11%	11,018	12,540	6,405	1,627	1,112	
Contributions and Transfers											
52-39-870	Interfund Loan, Xfer or Contribution	1,387	-	1,387	0%	1,387	1,386	941	941		1,387 Transfer from General Fund
52-39-990	Appropriated Use of Beginning Fund Balance	262,150	-	119,100	120%	-	-				262,150
											10,000 emergency sewer line repair
											10,000 Effluent Land Application
											47,150 Sewer Master Plan
											10,000 UV system upgrade
											50,000 sludge reduction
											20,000 dike road maintenance
											- Vehicle Purchasing: Utility Trailer
											- Vehicle Purchasing: Attachments for Mi
											115,000 fund balancing
	total contributions and transfers	263,537	-	120,487	119%	1,387	1,386	941	941	-	
	Sewer Fund Revenue	513,537	246,456	439,487	17%	327,390	323,057	304,124	243,502	243,502	
	Sewer Fund Expenses	508,355									
		5,182									

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
Operating Expenses													
52-40-110	Salaries & Wages	93,954	60,468	82,949	13%	69,090	71,817	84,379	63,332	64,269	93,954	Treas	
52-40-120	Payroll Tax Expense	8,839	5,058	7,753	14%	5,921	5,432	6,498	4,740	4,851	8,839	Treas	
52-40-130	Employee Benefits	49,018	30,754	42,950	14%	35,825	39,726	45,880	33,192	31,623	49,018	Treas	
52-40-210	Books & Subscriptions	-	-	-		-	-	-	-	-	-		
52-40-220	Public Notices	-	-	-		-	-	-	-	-	-		
52-40-230	Travel	400	114	450	-11%	-	-	-	41	-	400		
											150	Treas	Pelorus Conf (split)
											250		wastewater certification/training
52-40-235	Vehicle Repair/Maintenance	2,500	134	2,500	0%	523	51	90	1,302	2,200	2,500		
											1,500		Misc Repair/Maintenance
											1,000		Tires
52-40-236	Fuel	2,000	973	2,000	0%	1,703	1,493	1,299	1,989	2,832	2,000	Treas	Fuel + 1/2 of new hire
52-40-240	Office Supplies & Expense	300	148	600	-50%	419	388	239	298	232	300	Treas	
52-40-250	Equip: Supp/Maint	17,190	16,671	6,915	149%	13,597	8,430	3,457	4,385	5,456	17,190		
											315	Treas	LaserFiche maintenance (split)
											-	Treas	Radio Read Maint.
											175	Treas	Upstairs Coper Maint. (split)
											600	Treas	Utility Bills/Envelopes (split)
											100	Treas	WTP Copier Maint. (split with 51)
											5,000		Blower /UVmaintenance
											3,000		misc equipment maintenance
											5,000		Sewer grinder maintenance
											3,000		test equipmen/t maint do/tss
52-40-252	Chemicals	400	-	400	0%	-	-	-	-	-	400		Disinfectants, DO meter solvent, etc.
52-40-255	Shop Equipment and Supplies	6,090	2,519	6,090	0%	4,775	6,663	2,680	(129)	1,146	6,090		
											3,000		PW shop maintenance (bulk items, fuel, trailer mainter
											700		PW shop tools
											1,250		Safety supplies and signs (split 4 - streets, irrigation, w
											-		Vehicle maintenance
											1,140		Welding tools/supplies
52-40-260	Bdlgs/Grounds/Supp/Maint	30,314	4,057	24,314	25%	8,281	526	159	150	2,085	30,314		
											100		Misc
											167		Fire Extinguisher Inspections
											47		Annual Fire Marshall Inspection
											-		Shop Road maintenance
											20,000	fund bala	Dike road maintenance
											10,000	fund bala	rebuild/replace UV tubes, rails and sensor

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
52-40-265	Uniforms	940	99	940	0%	820	495	360	450	450	940		
											850		Quartermaster Uniform - PW (1 employee)
											-		New employee
											90		PPE/safety equipment
52-40-270	Utilities	20,015	14,098	17,515	14%	15,300	13,934	11,881	9,734	6,836	20,015		
											18,000	Treas	
											615	Treas	Blue Sky Power (20% of total power load)
											300	Treas	Power at Shop
											350		Solar energy monitoring
											750	Treas	Internet
52-40-280	Telephone	1,000	580	1,000	0%	703	756	706	719	715	1,000	Treas	Cell + 1/2 of new hire
52-40-290	Postage	3,500	2,394	4,000	-13%	2,224	2,642	1,823	1,619	1,548	3,500	Treas	Postage/Meter Rental (split)
52-40-300	Contract Labor	10,000	-	10,000	0%	-	-	3,760	-	-	10,000	fund bala	Sewer line break/emergency repair
52-40-310	Professional/Technical Service	141,431	27,514	73,148	93%	21,000	22,530	23,689	17,374	27,869	141,431		
											1,000		Engineering and Alan Lee assistance
											28,000		Sewer line maintenance contract (1/3 of system) cleaning and cameraing (Twin D)
											1,500		Ash Creek/Robot Rooter services
											1,848	Treas	Pelorus Support (see split)
											3,100	Treas	Audit (see split)
											333		State Code Update
											-	Treas	Master meter support
											47,150	fund bala	Sewer Master Plan update
											2,500		Development Standards update
											50,000	fund bala	Chemical sludge treatment
											5,000		Update GIS
											1,000	Treas	Internal Auditor Contracting
52-40-330	Education & Training	1,000	640	1,000	0%	-	346	401	-	-	1,000		
											-	Treas	Arbinger materials for training + 1/2 new hire
											1,000		wastewater certification maintenance (spring RWAU)
52-40-340	Dues & Memberships	1,038	698	938	11%	600	50	50	-	400	1,038		
											150	Treas	Blue Stakes of Utah
											550		Sewer Discharge Permit
											288		Rural Water Assoc. of Utah Dues
											50		Utah Division of Water Quality Memberships
52-40-370	Testing	10,000	4,213	7,500	33%	2,756	1,237	1,072	934	500	10,000		
52-40-480	Special Dept Supplies	225	147	425	-47%	119	176	157	164	48	225		
											100	Treas	Staff Meeting Supplies
											125	Treas	Staff Christmas party (\$125 per ee)

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
52-40-490	Computer Supplies	5,212	3,391	4,182	25%	4,151	3,703	1,508	1,927	1,996	5,212		
											396	Treas	Robby Desktop (L20-07/2019)
											900	Treas	Annual service contract
											500	Treas	misc computer repair/maintenance
											550		Sewer Lagoons internet access
											100	Treas	Infowest web hosting split
											500	Treas	infowest email account split
											1,116	Treas	Server Split (L17-07/2018)
											600	Treas	Slack subscription
											550	Treas	PaperTri subscription (split w/1050, 51, 55)
52-40-510	Insurance/surety bonds	7,239	6,218	7,239	0%	7,621	9,018	8,818	8,718	8,638	7,239		
											5,940	Treas	Liability policy (see split)
											600	Treas	Auto Premium (see split)
											600	Treas	Property premium (see split)
											99	Treas	Equipment Insurance (see split)
52-40-520	Bank charges	-	-	-		-	-	-	-	-	-		
52-40-610	Misc Supplies	250	-	250	0%	-	-	10	-	-	250	Treas	
52-40-620	Misc Services	500	463	500	0%	166	197	303	294	220	500	Treas	Blue Stakes Notifications/Misc.
52-40-625	Bad Debt	-	-	-		-	-	-	-	-	-		
52-40-650	Depreciation	40,000	-	40,000	0%	74,121	75,762	85,580	86,914	87,996	40,000		Portion of Depreciation
52-40-740	Capital Outlay - Sewer Equipm	20,000	44,415	70,298	-72%	1,825	-	990	-	-	20,000		
											-	fund bala	Vehicle Purchasing: Utility Trailer
											-	fund bala	Vehicle Purchasing: Attachments for Mini-Ex/Skid Steer
											15,298		vehicle account payment: Sewer Fund
											1,800		Flagging Lights
											20,000		Dorsett panels at influent/effluent sites
52-40-750	Capital Outlay - Shop Equipme	-	-	-	#DIV/0!	-	-	157	844	1,500	-		
52-40-780	Capital Outlay - Sewer Projects	25,000	-	15,000	67%	-	-	-	45,371	11,086	25,000		
											5,000		Manhole filters
											10,000		Roickville Metering Station
											10,000	fund bala	Effluent land application
52-40-785	Capital Outlay - Shop Projects	-	-	-	#DIV/0!	-	-	-	-	-	-		
52-40-790	Capital Outlay - Other	10,000	2,385	7,800	28%	10,447	27,960	3,950	10,522	11,487	10,000		
											10,000		new sewer grinder pumps (canyon springs)
52-40-795	Capital Outlay - ARRA Project	-	-	-		-	-	-	-	-	-		
Total Operating Expenses		508,355	228,150	438,656	16%	281,984	293,330	289,895	294,884	275,983			

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
Non-Operating Expenses													
52-40-810	Debt Service Principal	-	-	-		-	-	-	-	-	-		
52-40-820	Debt Service Interest	-	-	-		-	-	-	-	-	-		
52-40-821	Loss-Disposal of Assets	-	-	-		-	-	-	-	-	-		
52-40-830	Due to General Fund	-	-	-		-	-	-	-	-	-		
52-40-880	Interfund Loan, Xfer or Contrib.	-	-	-	#DIV/0!	-	-	-	41,000	-	-		
52-90-400	Transfer to Cap Projects Fund	-	-	-		-	-	-	-	-	-		
Total Non-Operating Expenses		-	-	-	#DIV/0!	-	-	-	41,000	-	-		
Total Sewer Fund Expenses		508,355	228,150	438,656	16%	281,984	293,330	289,895	335,884	275,983			
	Previous year	438,656											
		69,699											
		16%											
	Sewer Fund Revenue	513,537											
	Sewer Fund Expenses	508,355											
	Sewer Totals	5,182											

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Explanation
Operating Revenue											
53-37-400	Contributed Tax										
53-37-600	Lease Payment	57,675	-	57,600	0%	58,553	58,428	58,278	57,853	48,746	57,675 Lease payment from General Fund
	total operating	57,675	-	57,600	0%	58,553	58,428	58,278	57,853	48,746	
Non-Operating Revenues											
53-38-100	Interest Earnings	-	-	-		-	-				
53-38-110	Interest - State Treasurer	-	3,119	-		5,177	3,295	2,057	1,312	897	
53-38-120	Private Contributions	-	-	-		-	-				
53-38-400	Sale of Fixed Asses	-	-	-		-	-				
53-38-900	Miscellaneous	-	-	-		-	-				
53-38-901	Event Proceeds	-	-	-		-	-				
53-38-910	Penalties	-	-	-		-	-				
53-38-920	Repair/Replacement Fund	-	-	-		-	-			-	- From Washington County
	total misc	-	3,119	-		5,177	3,295	2,057	1,312	897	
Contributions and Transfers											
53-39-870	Transfer from GF		-			-	-				
53-39-990	Appropriated Use of Beginning Fund Balance	6,000	-	16,000	-63%	-	-	-	-	-	6,000
	total transfers	6,000	-	16,000	-63%	-	-	-	-	-	6,000 Buildings and Grounds Misc - CCC Improvements
	Community Center Fund Revenue	63,675	3,119	73,600	-13%	63,730	61,723	60,335	59,165	49,643	
	Community Center Fund Expenses	<u>63,675</u>									
		-									

Account	07-08 Budget	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
Operating Expenses													
53-40-110	Salaries & Wages												
53-40-120	Payroll Tax Expense												
53-40-130	Employee Benefits												
53-40-210	Books & Subscriptions												
53-40-220	Public Notices												
53-40-230	Travel												
53-40-235	Vehicle Expense (Gas, RM)												
53-40-240	Office Supplies & Expense												
53-40-250	Equip: Supp/Maint												
53-40-260	Bdlgs/Grounds/Supp/Maint	6,000		6,000	0%	-	-	-	-		6,000		
53-40-270	Utilities												
53-40-280	Telephone												
53-40-290	Postage												
53-40-300	Contract Labor and Equipment												
53-40-310	Professional/Technical Services											-	
53-40-330	Education & Training												
53-40-340	Dues & Memberships												
53-40-480	Special Dept Supplies												
53-40-510	Insurance/surety bonds	-		-	#DIV/0!	-	-	-	802	802	-		- Treas CIB Bond - Treas Registered Agent Fee
53-40-530	Bank charges								-	-			- Treas Trustee Fees
53-40-610	Misc Supplies												
53-40-620	Misc Services												
53-40-625	Bad Debt												

Account	07-08 Budget	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
53-40-650	Depreciation	-	-	-		36,238	36,237	36,238	36,562	37,177			
53-40-740	Capital Outlay - Equipment												
53-40-750	Capital Outlay - Special Projects												
53-40-790	Capital Outlay - Other												
Total Operating Expenses		6,000	-	6,000	0%	36,238	36,237	36,238	37,364	37,979			
Non-Operating Expenses													
53-40-810	Debt Service Principal	38,000		37,000	3%	36,000	35,000	34,000	33,000	32,000	38,000		
											-	Treas	CCC DSRF
											38,000	Treas	Debt service principal
53-40-820	Debt Service Interest	19,675	20,600	20,600	-4%	21,275	22,375	23,225	24,050	24,650	19,675	Treas	Debt service interest
53-40-821	Loss-Disposal of Assets	-		-		-							
53-40-880	Interfund Loan, Xfer or Contrib.	-		-		-							
53-90-400	Transfer to Cap Projects Fund	-		-		-							
53-90-500	Transfer to GF	-		10,000	-100%	10,000	10,000	21,250	10,050		-		Transfer to GF for...
											-		Building security cameras
53-90-990	Appropriated Increase Fund Bal or Renewal/Replacement Fund	-								-			
Total Non-Operating Expenses		57,675	20,600	67,600	-15%	67,275	67,375	78,475	67,100	56,650			
		63,675	20,600	73,600	-13%	103,513	103,612	114,713	104,464	94,629			
Community Center Fund Reven		63,675											
Community Center Fund Expen		63,675											
Community Center Totals		-											

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Explanation
Operating Revenue											
55-37-100	Meter Revenue	250,000	160,859	300,000	-17%	319,354	159,740				80% of 19
55-37-105	Whoosh Parking Revenue	2,250	1,428	3,000		3,058	-				2,446
55-37-110	Bit & Spur Meter 301	3,000	4,035	3,000		6,685	1,063				5,348
55-37-120	ParkCo Meter 302	-	3,456	-		7,233	1,106				5,786
55-37-130	Lion Blvd Meter Revenue	72,500	60,602	100,000		91,439	40,841				73,151
55-37-140	Town Hall Meter Revenue	500	403	500		640	2				512
55-37-150	Event/Prepayment Parking Revenue	500	287	-		1,247					998
55-37-400	Parking Citations	50,000	51,183	75,000		103,341	33,551				82,673
	total operating	378,750	282,252	481,500	-21%	532,997	236,302	-	-	-	
Non-Operating Revenue											
55-38-100	Interest Earnings		-	-							
55-38-110	Interest - State Treasurer		-	-							
55-38-400	Sale of Fixed Assets		-	-							
55-38-900	Miscellaneous		-	-							
55-38-910	Penalties		-	-							
	total non-operating	-	-	-	#DIV/0!	-	-	-	-	-	
Contributions and Transfers											
55-39-870	Interfund Loan, Xfer or Contribution		-	-							
55-39-990	Appropriated Use of Beginning Fund Balance		-	-							
	total contributions	-	-	-	#DIV/0!	-	-	-	-	-	
	Transportation Revenue Totals	378,750	282,252	481,500	-21%	532,997	236,302	-	-	-	
	Transportation Fund Expenses	373,599									
		5,151									

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
Operating Expenses													
55-40-110	Salaries & Wages	131,947	94,576	124,211	6%	110,561	20,033				131,947	Treas	
55-40-120	Payroll Tax Expense	12,730	7,739	12,462	2%	9,495	1,527				12,730	Treas	
55-40-130	Employee Benefits	101,962	63,289	87,631	16%	62,962	8,455				101,962	Treas	
55-40-150	Contract Labor	-	-	-		-	-						
55-40-210	Books & Subscriptions	-	-	-		-	-				-		
55-40-220	Public Notices	-	-	-		-	-				-		
55-40-230	Travel	6,150	4,465	6,000	3%	5,743	652				6,150		
											6,000		training related travel
											150	Treas	AIMS conference
													Pelorus Conf (split)
55-40-235	Vehicle Repair/Maintenance	1,200	632	1,200	0%	568	23				1,200		
											400		Misc Repair/Maintenance
											800		Tires
55-40-236	Fuel	3,000	2,201	2,500	20%	2,666	681				3,000	Treas	Fuel
55-40-240	Office Supplies & Expense	1,000	436	1,200	-17%	544	226				1,000	Treas	Office Supplies
55-40-250	Equip: Supplies/Maint	10,435	1,495	10,000	4%	4,035	11,660				10,435		
											105	Treas	LaserFiche Maint. Agreement (see split)
											330	Treas	Downstairs Copier Maint. (split)
											10,000		Enforcement/Meter Supplies and Materials
55-40-260	Bldg/Grounds: supp/maint	-	10,065	35,000	-100%	-					-		
												5,000	Bike/Pedestrian projects (bike racks, benches, etc.)
55-40-265	Uniforms	2,000	382	2,000	0%	2,769	242				2,000		PD Quartermaster
55-40-270	Utilities	-	-	-		-					-	Treas	
55-40-280	Telephone	3,100	2,302	1,520	104%	2,219	176				3,100	Treas	Cell phones and jetpacks
55-40-290	Postage	1,400	1,048	2,000	-30%	956	-				1,400		
											1,400	Treas	Postage/Meter Rental (split)
											-	Treas	UPS
55-40-310	Professional/Technical Services	70,525	57,694	69,525	1%	103,316	4,320				70,525		
											600	Treas	portion of audit (split)
											-	Treas	Pelorus software support (split)
											28,800		Pay Station Back Office
											35,125		Enforcement Back Office and Software
											5,000		Meter programming
											1,000	Treas	Internal Auditor Contracting

246,639

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
55-40-330	Education/Training	8,000	248	7,200	11%	4,238	-				8,000		
											-		Certifications
											5,000		Training
											3,000		AIMS Conference
											-	Treas	Arbinger materials for training - 1/2 new hire
55-40-340	Dues & Memberships	600	-	600	0%	125	-				600		Parking Association
55-40-480	Special Dept Supplies	450	212	850	-47%	-	-				450		
											200	Treas	Staff Meeting Supplies
											250	Treas	Staff Christmas party (\$125 per ee)
55-40-490	Computer Supplies	898	290	348	158%	348	-				898		
											348	Treas	Parking Desktop lease (L17-07/2018)
											550		PaperTri subscription (split w/1050, 51, 52)
											-		
											-		
55-40-510	Insurance/Surety	2,702	582	2,562	5%	2,666	41				2,702		
											550	Treas	Auto Premium (see split)
											150	Treas	Property premium (see split)
											1,980	Treas	Liability Insurance (see split)
											22	Treas	Equipment Insurance (see split)
55-40-520	Bank Charges	15,000	10,147	6,000	150%	12,670	769				15,000	Treas	
55-40-610	Misc Supplies	250	-	250	0%	-	-				250	Treas	
55-40-620	Misc Services	250	-	250	0%	240	-				250	Treas	
55-40-625	Bad Debt	-	-	-		-	-				-		
55-40-650	Depreciation	-	-	31,725	-100%	-	-				-		31,725 depreciation on meters
55-40-740	Capital Outlay - Equipment	-	-	6,597	-100%	-	448,116				-		Vehicle purchasing:
											-		6,597 Vehicle account payment: Transportation Fund
55-40-780	Capital Outlay - Transportation I	-	-	-		-	-				-		
55-40-790	Capital Outlay - Other	-	-	-		-	-				-		
											-	Treas	

Account	Description	20-21 Budget	19-20 Actual	19-20 Budget	% Change	fy 18-19	fy 17-18	fy 16-17	fy 15-16	fy 14-15	Request	Who	Explanation
Total Operating		373,599	257,804	411,631	-9%	326,121	496,923	-	-	-			
Non-Operating Expenses													
55-40-810	Debt Service Principal	-	-	-		-	-				-		
55-40-820	Debt Service Interest	-	-	-		-	-				-		
55-40-830	Due to General Fund	-	-	-		-	-				-		
55-90-880	Transfer to General Fund	-	-	50,000	-100%	-	-				-	50,000	Due to GF
55-90-400	Transfer to Cap Projects Fund	-	-	10,000	-100%	60,000	-				-		Bike Projects (bike lanes, bike racks)
55-90-500	Transfer to Irrigation Fund	-	-	-		-	-				-		
55-90-600	Renewal and Replacement Fur	-	-	-		-	-				-		
55-90-990	Appropriated Increase Fund Bal	-	-	-		-	-				-		
Total Non-Operating		-	-	60,000	-100%	60,000	-	-	-	-			
Total Transportation Fund Exp		373,599	257,804	471,631	-21%	386,121	496,923	-	-	-			
		<u>471,631</u>											
		457,998											
		97%											
	Transportation Fund Revenue	378,750											0
	Transportation Fund Expenses	<u>373,599</u>											
	Totals Transportation Fund	5,151											



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: May 15, 2020
Re: **May 20, 2020 Town Council Meeting**
Planning Commission Request for Direction on Geologic Hazards Ordinance

The Planning Commission intends to begin work on an ordinance regulating development in geologically hazardous areas. Prior to beginning this work the Commission has requested direction from the Town Council. *Specifically, does the Council support the Commission working on a geologic hazards ordinance?*

Background

The Town Code currently has a catch-all provision for development proposed in geologically hazardous areas, as shown below:

10-9A-14(C)

Natural Hazard: Construction of permanent structures shall not be permitted or performed in such a manner as to place real or personal property and/or individuals at unreasonable risk of harm or injury from natural, geologic or topographic hazards such as landslides, floods or excessive soil erosion. In addition to compliance with provisions of the uniform building code governing standards to meet the maximum foreseeable risk of such hazards, persons developing, improving, managing or owning such property shall have the obligation to bear the burden of so developing and/or improving the property in such a manner that the property and/or general public are safeguarded from unreasonable risk of harm or injury from such natural hazards.¹

On several occasions the Town has struggled with this language when reviewing new development in geologically hazardous areas. What constitutes an “unreasonable risk” from natural hazard? What standards are used to evaluate whether or not the property and the public are safeguarded from geologic risk? The Commission and the Council have both struggled with these issues as development has been proposed near landslide, rockfall, and other hazard areas.

As more development is proposed in geologically hazardous areas it will become increasingly important to have a more clear standard for evaluating the development vis-à-vis geologic risk.

The Town has considered adopting enhanced geologic hazards standards on two previous occasions, most recently in 2015. Both times the Town elected not to proceed with adopting a geologic hazards ordinance due to concerns expressed at public hearings.

Because the idea of a geologic hazards ordinance is likely to raise concerns from the community, the Commission would like direction from the Council whether or not to spend time researching and drafting such an ordinance. Of course, any direction the Council gives the Commission at this time does not bind the Council to future action to adopt or reject a proposed ordinance. The Commission is merely seeking the Council’s input on whether or not to spend time working on an ordinance.

¹ This reference is from the FR zone. Similar regulation is contained in the VR, VC, and CC zones.

Ordinance Options

If the Council supports the Commission moving forward, the Commission will investigate a number of options for an ordinance. The following options are presented for the Council's information only. The Council does not need to make a recommendation on any of these options. The Commission will research and vet each of these, and other, options and present a recommendation to the Council. The following is informational only.

- *Require notice and disclosure:* An ordinance could require a developer to acknowledge risk from geologic hazard, and put some kind of notice on the property (such as a document recorded against the property).
- *Limit the allowable uses:* An ordinance could limit the uses allowed, or size/density of development, in geologically hazardous areas to minimize the potential of harm or damage from natural hazard.
- *Require analysis and mitigation:* An ordinance could require expert analysis and identification of the specific risks on a property, and then require mitigation strategies to reduce risk of harm or damage associated with those risks. (This is the model most other communities that regulate geologic hazards use, and was the model contained in the Town's proposed 2015 ordinance).

Requested Council Direction

The Planning Commission requests direction from the Town Council whether or not to spend time researching and drafting a geologic hazards ordinance. As indicated earlier, this direction will not bind the Council to a certain course of action on a proposed ordinance in the future.

PLANNING COMMISSION MEETING DRAFT MINUTES – MAY 6, 2020

Consideration of a Geologic Hazards Ordinance: This item was on the agenda as a result of a recently reviewed development proposal in a geologically hazardous area. The current ordinance did not give the Town ability to guide or regulate development to make it safe for future occupants of the property. Based on this, the Commission wanted to review language that could specifically address geologic hazards.

Mr. Dansie said the Town had considered a geologic hazard ordinance in 2010 and 2015. During public hearings, the community raised concern about the impacts this type of ordinance would have on property rights and property values. Because of this, the Town decided not to move forward.

Mr. Dansie suggested the Commission use the 2015 ordinance draft as a template to discuss the need for a geologic hazard ordinance. Prior to bringing a new ordinance forward it was recommended the Commission conduct a lot of public engagement and outreach prior to the discussion.

- It was noted a member of the community already had called in to voice her opposition to this ordinance.

Ms. McComb asked if there would be different reaction from the community now versus in the past.

- Mr. Dansie felt reaction would be the same and therefore important to do public education/outreach in advance.

If a geologic event should occur, Ms. Bruno recalled a possible liability issue for the Town should they not identify a geologically hazardous area.

- The Town was well protected by the Utah Governmental Immunity Act. Although someone could still file suit, the Town could not be held liable for failing to regulate a property in a specific manner.

Ms. Bruno said the Commission's intent was to consider an ordinance which addressed development in certain high-risk areas. The 2015 ordinance went well beyond this scope. She asked if there was something in between.

- Mr. Dansie explained the 2015 proposed ordinance required properties in high hazard landslide or rockfall areas, as identified by Utah Geologic Survey mapping, to conduct a site-specific geologic hazard analysis prior to development. Based on the report, property owners were required to propose mitigation improvements to reduce risk of landslide or rockfalls. This could be very costly and make development financially unfeasible.
- Instead, Mr. Dansie said it could be possible to limit the types of use on a property given the hazards in the area.

The maps frightened people since much of Springdale fell in the hazard zone. Therefore Mr. Burns suggested the existing ordinance be 'beefed up' to address concerns.

- Ms. McComb said allowing people to contribute may help the Commission find a more desirable solution. She felt it was irresponsible to not make people aware of the geologic risks.

Mr. Pitti also supported a balance. At the onset however, he wanted to be sure the Commission had the support of the Town Council. Mr. Pitti asked to get their feedback first before the Commission invested a lot of time and effort on the subject.

Mr. Rioux commented the Commission was in a difficult position when presented with a development proposal in a high-risk area. Having some kind of regulation would be useful.

- Mr. Burns said some uses were not appropriate in some areas.
- Ms. Bruno said the concern was more about informing renters or visitors who would likely not be aware of the possible hazards.
- Mr. Pitti felt it would be important to convey this concern to the public should the Commission move forward with an ordinance.
- Ms. McComb thought there would be a way to make this helpful for the Town and to visitors, yet not be too restrictive.

The Planning Commission directed staff to bring the concept to the Town Council and get their feedback and opinions.