

1. August 12, 2020 Town Council Agenda

Documents:

[081220TCA.COURTESY.PDF](#)

2. August 12, 2020 Packet Materials

Documents:

[ITEM C1 - MOENAVE LOT 13 PLAT AMENDMENT.PDF](#)
[ITEM C2 - MUNICIPAL BILLING AND COLLECTION AGREEMENT.DOCX](#)
[ITEM C2 - MUNICIPAL LETTER.DOCX](#)
[ITEM C2 - MUNICIPAL RESOLUTION.DOCX](#)
[ITEM C2 - RESIDENTIAL WASTE COLLECTION AGREEMENT.DOCX](#)
[ITEM C2 - SUMMARY OF SERVICES AND RESIDENTIAL RATES.DOCX](#)
[ITEM C3 - REDROX MUSIC FESTIVAL_REDACTED.PDF](#)
[ITEM C4 - AFFORDABLE HOUSING DEFINITION.PDF](#)
[ITEM C5 - ORD 2020-06 CHANGES TO SECTION 1-5-5.PDF](#)
[ITEM C7 - COMMEMORATIVE MONUMENTS.PDF](#)
[ITEM C8 - WINDERLAND LANE TRAFFIC ISSUES.PDF](#)
[ITEM C10 - CASH RECEIPTING AND DEPOSIT POLICY.PDF](#)
[ITEM C11 - OPEN SPACE BOND MEETING SCHEDULING.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 MEETING ON WEDNESDAY, AUGUST 12, 2020
SPECIAL MEETING STARTS AT 4:30PM. REGULAR MEETING STARTS 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 for live public viewing/listening.
If you do not have access to the internet, you can join the audio via telephone.

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

SPECIAL MEETING:

Approval of the agenda

A. Closed Session

1. Discussion of pending or reasonably imminent litigation

B. Action Required by Closed Session

REGULAR MEETING:

Approval of the agenda

A. Announcements/Information

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

B. Special Recognition

1. Acknowledgement of Luke Wilson for his donated demolition work on the Springdale History Center

C. Administrative Action Items

1. Public Hearing: Subdivision Plat Amendment: Revision to Lot 13, Moenave Subdivision - Mountain Vista Development
2. Consideration and approval of a Resolution approving: (a) the proposed 10-year Residential Waste Collection Agreement between the Washington County Special Service District No. 1 and Republic Services, and (b) the proposed Solid Waste Collection Agreement between Washington County Special Service District No. 1 and the Town of Springdale, pertaining to billing and collection for solid waste services and related matters – Fay Reber, WCSSD Attorney
3. Discussion and possible action concerning the Redrox Music Festival scheduled in November 2020 due to concerns over COVID-related impacts during public events
4. Consideration of the definition of 'affordable housing' to inform the Zions Public Finance final report on housing
5. Ordinance 2020-06 - Amending section 1-5-5 in Town Code including accommodations to hold public meetings without an anchor location in accordance with Utah State Code
6. Discussion and possible action concerning the required use of face coverings in Springdale
7. Consideration of establishing commemorative monument design standards, using historic ditch stone on recent monument proposals, and requesting town funding for construction of commemorative monuments
8. Discussion and possible direction to staff concerning an evaluation of Winderland Lane for a one-way traffic pattern
9. Appointment of Jean Krause as Historic Preservation Commissioner for term expiring August 2022
10. Revision to the Town of Springdale Cash Receipting and Deposit Policy
11. Schedule a date and time for a special Town Council meeting to review Open Space Bond Survey results

D. Administrative Non-Action Items

1. General Council Discussion

E. Consent Agenda

1. Review of monthly invoices
2. Minutes: July 8th, July 20th

F. Adjourn

****Persons interested in accessing the meeting can login using the following link:**
<https://us02web.zoom.us/j/89004271286?pwd=TCtBbGNib3lxajlTa3VpUlpSbzZTdz09>
Meeting ID: 890 0427 1286
Passcode: 9SWUnH
Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
Find your local number:
<https://us02web.zoom.us/j/89004271286?pwd=TCtBbGNib3lxajlTa3VpUlpSbzZTdz09>

This notice is provided as a courtesy to the community and is not the official notice for this meeting or 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.

The Town of Springdale complies with the Americans with Disabilities Act by providing accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for Town-sponsored public meetings, services, programs, or events should call Springdale Town Clerk Darci Carlson at 435-772-3434 at least 24 hours before the meeting.

Packet materials for agenda items are on the Town: <http://www.springdaletown.com/AgendaCenter/Town-Council-4>



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: August 7, 2020
Re: August 12, 2020 Town Council Meeting
Subdivision Plat Amendment: Moenave Lot 13

Executive Summary

Mountain Vista Development is requesting an amendment to the subdivision plat for Moenave Lot 13. The purpose of the amendment is to ensure the subdivision plat matches the as-built location of the 6-plex residential structure on the lot. The 6-plex was constructed in the wrong location on the lot. The amended plat makes the platted location of the individual units in the 6-plex match their as-built locations.

The Planning Commission recommended the Town Council approve the amended plat on a 3 to 2 vote (Commissioners Bruno and Rioux voting no). The Commission’s motion of recommendation is reproduced below:

may wish to use the following sample motion language in making a recommendation:

Motion made by Mike Marriott to recommend approval of the subdivision plat amendment revising lot 13 of the Moenave subdivision with Mountain Vista Development, whereas the Planning Commission finds that the plat is in full compliance with Town Code with respect to setbacks and building height. Seconded by Dawn McComb.

Applicable Ordinances

The Council may wish to review the following ordinances prior to the meeting:

- 1- Chapter 10-13C: Planned Development (PD) Overlay Zone
- 2- Section 10-14-8: Final Plat
- 3- Section 10-14-13: Vacating or Changing Plat

Background and Analysis

Project Background

Moenave Subdivision, Lot 13 is currently being developed with a 6-plex multi-family residential structure. The property is in the Village Commercial-Planned Development zone (VC-PD). This zone allows multi-family residential uses, but not any commercial uses (despite the underlying VC designation).

The units in the structure are intended to be sold as individual units (not remain under single ownership). The Moenave Condominium Plat creates individual land parcels for each of the six units in the structure. This allows the units to be sold as individually.

The as-built location of the 6-plex unit on Lot 13 does not match the platted location. The building was constructed in the wrong location¹. Thus, the six individual parcels created by the Moenave subdivision plat are not in alignment with the residential units they are intended to be associated with. This will make it impossible for the units to be sold individually. The proposed subdivision plat brings the as-built location of the units and the platted location of the units into conformance.

Process Background

Subdivision approvals are administrative actions. This means if the application complies with all standards and regulations in the Town Code the Town must approve the application. Subdivision approval is not discretionary.

For the present application, the Town Council must determine whether or not the proposed amended plat complies with all applicable land use standards and regulations of the VC-PD zone.

Analysis

The project was found to comply with density standards, infrastructure provision, setbacks, landscape, and building design (height, size, etc.) during previous reviews. The only thing that has changed with the project since those reviews is the location of the 6-plex structure on the lot. All other aspects of the development are unchanged.

Thus, the Council should verify compliance with any land use standards that could be impacted by changing the location of the individual platted parcels (to match the as-built location of the structure). Staff suggests the Commission review setback and building height standards.

Setbacks

The VC-PD zone requires setbacks of 30 feet from the front, 10 feet from the sides, and 20 feet from the rear on any exterior property line (a property line not part of the Moenave PD). The only exterior property line on Lot 13 is the southeast property line. The amended location of the structure on the lot is approximately 80 feet from the closest exterior property line.

Building Height

Building height is measured from natural grade. Fill material under the structure is included in the calculation of building height. Because Lot 13 has been built up with a significant amount of fill, it is important to evaluate whether or not the amount of fill under the structure has changed with the change in location.

The applicant has documented that there is approximately two more feet of fill under the structure in the present location than in the previous location. This means the effective maximum building height for the structure itself has been decreased by two feet. The applicant has changed the roof pitch on the structure to lower the overall roof height and come into compliance with the height requirement in the new location.

¹ The Town discovered the problem with the building's location as the structure was being framed. The Town has review and inspection processes that ensure all projects comply with setback standards at the time footings are installed. We have revised our review and inspection process to ensure buildings not only meet setbacks, but are also constructed in the approved location on a lot. This process improvement will help prevent these types of events in the future.

The project as amended complies with setback and building height requirements. All other standards and regulations governing the development of the lot are unimpacted by the proposed plat amendment.

PLANNING COMMISSION MINUTES

Subdivision Plat Amendment: Revision to Lot 13, Moenave Subdivision - Mountain Vista Development: Multi-family condominium locations were established by the Moenave subdivision plat. Unfortunately, the location of the condominium unit on lot 13 had deviated from the location on the plat. The purpose of the proposed amendment was to bring the platted location in line with the 'as built' unit. The Commission was asked to review and identify any non-compliance issues with the proposal.

Mr. Burns asked the reason for the deviation.

- The deviation was due to survey error. When the surveyors established the corner locations, they were only able to place two survey markers because a large amount of fill material was impeding two of the corners. During the construction phase, the unit was essentially set from the wrong marker.

Ms. Bruno asked when the builder had become aware of the issue.

- The builder, the contractor, and staff became aware of the issue when the building was first framed. They looked at the new location and determined it was still in compliance with all land use standards. It took some time for the engineer to create the amended plat, which is why the Commission was seeing the proposal so long after the issue first arose.

Mr. Rioux disclosed that he lived next door to the subject property. He mentioned there had been some issues early on with building height. The fact that the built location was substantially in error only underscored his overall concerns with the project.

The Commission had concerns about the process that led to the error but found that the lot was large enough to accommodate the error and still met land use standards.

Motion made by Mike Marriott to recommend approval of the subdivision plat amendment revising lot 13 of the Moenave subdivision with Mountain Vista Development, whereas the Planning Commission finds that the plat is in full compliance with Town Code with respect to setbacks and building height. Seconded by Dawn McComb.

McComb: Aye

Marriott: Aye

Bruno: No

Rioux: No

Burns: Aye

Motion passed.



TOWN OF SPRINGDALE

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

SUBDIVISION PLAT AMENDMENT APPLICATION

FOR OFFICIAL USE ONLY	File # _____
Brief Description of Project: _____	
Application Date: _____ Completed File Date: _____ Review Date: _____	
Notes: _____	
Authorization: _____ Revised 12/06	

Application is hereby made to the Town of Springdale, Utah for a subdivision plat amendment pursuant to Section 10-14-13 of the Springdale Town Code for the following:

APPLICANT INFORMATION:

Name Maintain Vista Development, Inc

Street

mailing/office Address 668 E 12225 S, Suite 201 Draper UT 84020

Mailing

site Address 101 Trapper Circle, Springdale UT 84767

Email

Address eric@mtm-vista.com

Phones

(Home) (Cell) 801-509-2713 (Fax) 801-523-0402 (Business) 801-523-0400

SUBDIVISION INFORMATION

Subdivision

Name Moerave - duplex - lot 13

Zone _____

SUBMITTAL REQUIREMENTS

The following information must be submitted with this application:

1. Complete amended Final Plat, in compliance with the requirements of section 10-14-8(A) and (C).
2. Name and address of all owners of record of the land contained in the entire plat.
3. Name and address of all owners of record of land adjacent to any street that is proposed to be vacated, altered, or amended.
4. The signatures of each owner (from #2 and #3 above) that consents to the plat amendment.

APPLICATION FEE

The applicant must pay the appropriate before this application will be found complete.

Fee = \$400 plus \$25 per lot affected by the amendment.

Number of lots this application affects 1

Fee for this application \$425

*Note: The applicant will also be charged engineering review and legal review fees incurred by the Town during the review of the plat amendment.

APPLICANT CERTIFICATION

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

Printed Name: ERIC BALKS

Signature:  _____

Date: 6/29/20

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE HEREDON DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO UNITS, COMMON AND LIMITED COMMON AREAS, AND PUBLIC EASEMENTS TO BE HEREAFTER KNOWN AS:

MOENAVE CONDOMINIUMS OF LOT 13 - AMENDED

DO HEREBY DEDICATE TO THE COMMON USE OF THE PROPERTY OWNERS, BUT NOT TO THE USE OF THE GENERAL PUBLIC, ALL COMMON AREAS SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATION OF SAID AREAS AS MORE FULLY PROVIDED IN THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" APPLICABLE TO ENTRY NO. ... AND RECORDED CONCURRENTLY WITH THE PLAT OF "MOENAVE CONDOMINIUMS", INCORPORATED AND MADE PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONCERNING THE RIGHT AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS EASEMENTS OVER, ON, UNDER AND ACROSS ALL COMMON AND LIMITED COMMON AREAS THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE. THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO THE TOWN OF SPRINGDALE AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL DEDICATIONS GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20____.

MOUNTAIN VISTA DEVELOPMENT, INC.
A UTAH CORPORATION

MOENAVE, HOME OWNER'S ASSOCIATION

PRESIDENT

PRESIDENT

ACKNOWLEDGMENT:

STATE OF UTAH }
COUNTY OF WASHINGTON } S.S.

ON THIS _____ DAY OF _____ IN THE YEAR _____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED SHE EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH

(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF ABOVE INFORMATION IS FILLED IN)

ACKNOWLEDGMENT:

STATE OF UTAH }
COUNTY OF WASHINGTON } S.S.

ON THIS _____ DAY OF _____ IN THE YEAR _____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED SHE EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH

(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF ABOVE INFORMATION IS FILLED IN)

SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD A LICENSE IN ACCORDANCE WITH TITLE 5B, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREIN IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREDON OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS CONDOMINIUM PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO A CONDOMINIUM PROJECT TO BE HERINAFTER KNOWN AS:

MOENAVE CONDOMINIUMS OF LOT 13 - AMENDED

THAT THE SAID CONDOMINIUM PROJECT COMPRISES (3) PAGES, IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT.

DATE: _____

BRANDON E. ANDERSON

CERTIFICATE NO. 4938716



LEGAL DESCRIPTION:

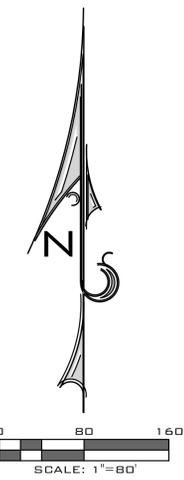
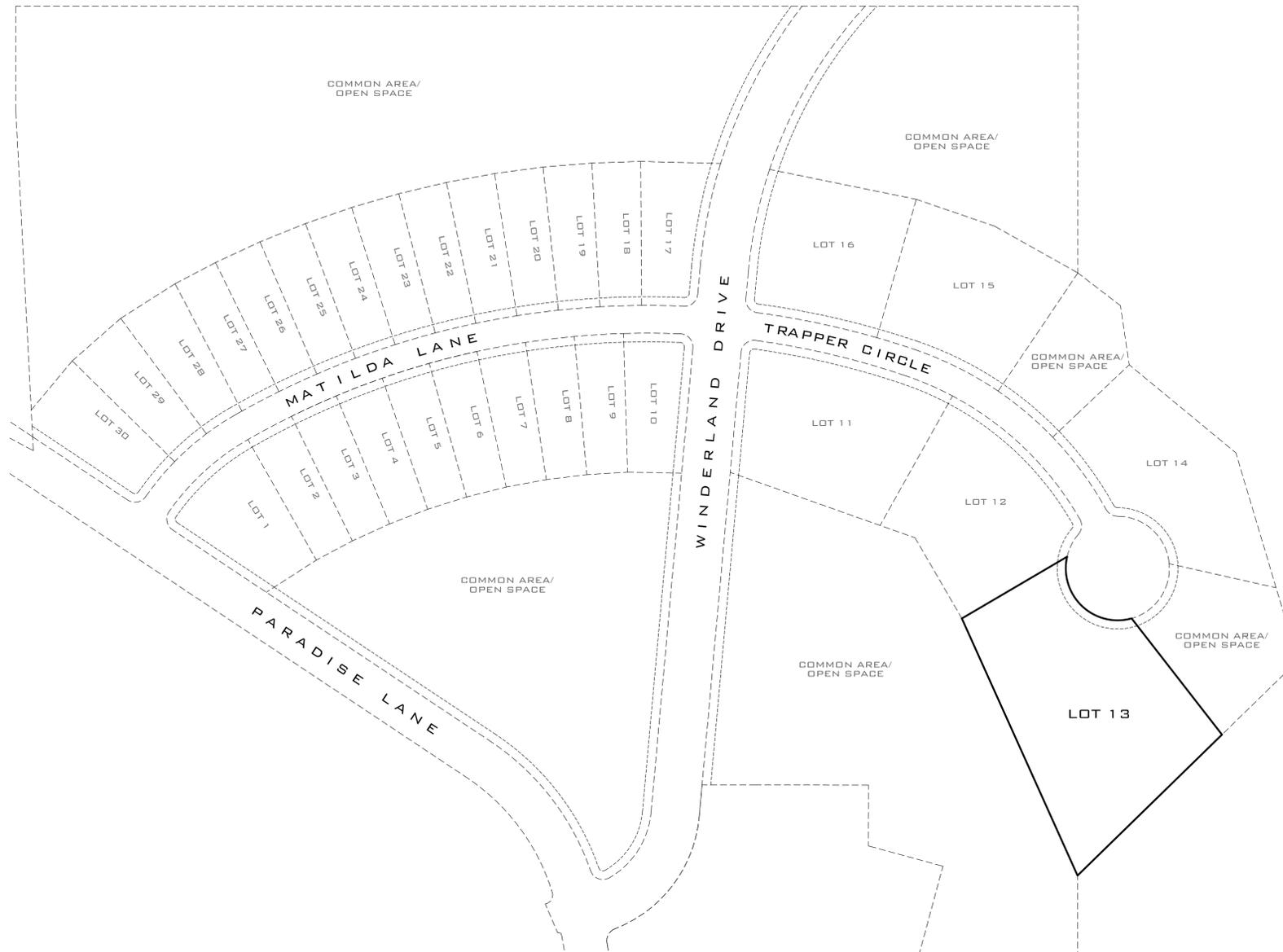
ALL OF LOT 13 OF MOENAVE SUBDIVISION AS RECORDED AS ENTRY 20160042967 IN THE WASHINGTON COUNTY, UTAH RECORDER'S OFFICE

GENERAL NOTES AND RESTRICTIONS:

- 1. UNSTABLE SOIL CONDITIONS MIGHT EXIST ON UNITS IN THIS SUBDIVISION. PURCHASERS OF UNITS HEREIN HAVE THE SOLE RESPONSIBILITY FOR OBTAINING APPROPRIATE ENGINEERING SERVICES AND ADVICE RELATIVE TO THE USABILITY OF THE UNITS. THE TOWN OF SPRINGDALE DISCLAIMS ALL RESPONSIBILITY FOR SUCH SOIL CONDITIONS, WATER CONTROL (SURFACE AND/OR SUBSURFACE), AND DRAINAGE CONTROL.
- 2. ALL DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE TOWN OF SPRINGDALE. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION UNLESS OTHERWISE APPROVED AND ACCEPTED BY THE TOWN OF SPRINGDALE AS PUBLIC.
- 3. ALL POWER, SEWER AND WATER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY THE TOWN OF SPRINGDALE, UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES WITHIN THIS SUBDIVISION ARE PUBLIC AND ARE MAINTAINED BY THE TOWN OF SPRINGDALE. FIRE LINES TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE ASSOCIATION.
- 4. THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE TOWN OF SPRINGDALE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING PUBLIC POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS.
- 5. IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON, NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE TOWN OF SPRINGDALE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS.
- 6. BY RECORDING THIS SUBDIVISION PLAT, EASEMENTS ARE HEREBY GRANTED WITHIN ALL COMMON AND LIMITED COMMON AREAS WITHIN THIS SUBDIVISION FOR INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER, POWER, SEWER AND DRAINAGE IMPROVEMENTS.
- 7. LOT 13 IS SUBJECT TO ALL THE RIGHTS, RESTRICTIONS AND CONDITIONS OF THE MOENAVE SUBDIVISION PLAT, ORIGINALLY RECORDED AS ENTRY NO. 20160042967 WITH THE WASHINGTON COUNTY RECORDER.
- 8. LOT 13 WILL BE GOVERNED BY THE MASTER DC&R'S AND GOVERNING HOME OWNER'S ASSOCIATION (HOA) OF THE MOENAVE SUBDIVISION AS RECORDED UNDER ENTRY NO. 20170005589 WITH THE WASHINGTON COUNTY RECORDER.

AMENDMENT NOTE:

THE PURPOSE OF THIS AMENDMENT IS TO HORIZONTALLY MOVE THE LOCATION OF THE EXISTING BUILDING AND PARKING LOT.



THE FINAL PLAT FOR MOENAVE CONDOMINIUM OF LOT 13 - AMENDED -

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29 & THE SOUTHWEST QUARTER OF SECTION 28 TOWNSHIP 41 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN



352 EAST RIVERSIDE DRIVE, SUITE A-2, ST. GEORGE, UTAH 84790
PH (435) 673-8586 FX (435) 673-8397 - WWW.RACIVIL.COM

SURVEY-PLAT-COND-AMD FILE NUMBER:	06/25/2020 DATE:	B. E. A. DRAWN:
5698-12-005 JOB NUMBER:	1"=80' SCALE:	B. E. A. CHECKED:

ENGINEER'S APPROVAL:

THE HEREDON SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE, THIS _____ DAY OF _____, 20____.

ENGINEER
TOWN OF SPRINGDALE, UTAH

APPROVAL OF THE PLANNING COMMISSION:

ON THIS THE _____ DAY OF _____, A.D. 20____ THE PLANNING COMMISSION OF THE TOWN OF SPRINGDALE, UTAH HAVING REVIEWED THE ABOVE SUBDIVISION PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE TOWN'S ORDINANCES, AND BY AUTHORIZATION OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE TOWN OF SPRINGDALE, UTAH.

CHAIRMAN OF THE PLANNING COMMISSION
TOWN OF SPRINGDALE, UTAH

APPROVAL AND ACCEPTANCE BY THE TOWN OF SPRINGDALE, UTAH:

WE THE MAYOR AND CITY COUNCIL OF THE TOWN OF SPRINGDALE, UTAH HAVE REVIEWED THE ABOVE SUBDIVISION PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL RECORDED IN THE MINUTES OF ITS MEETING OF THE _____ DAY OF _____, A.D. 20____, HEREBY ACCEPT SAID SUBDIVISION WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO.

MAYOR
TOWN OF SPRINGDALE, UTAH ATTEST: CITY RECORDER

APPROVAL AS TO FORM:

APPROVED AS TO FORM, THIS _____ DAY OF _____, A.D. 20____.

CITY ATTORNEY
TOWN OF SPRINGDALE, UTAH

TREASURER APPROVAL:

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS _____ DAY OF _____, A.D. 20____ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY
TREASURER

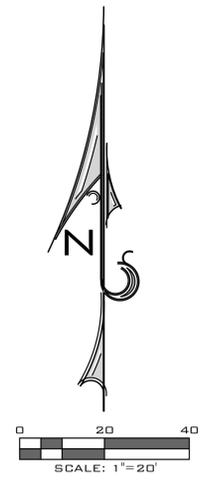
RECORDED NO.:

FEE _____ COUNTY RECORDER
WASHINGTON COUNTY, UTAH

ROSENBERG ASSOCIATES
 CIVIL ENGINEERS • LAND SURVEYORS

352 EAST RIVERSIDE DRIVE, SUITE A-2, ST. GEORGE, UTAH 84790
 PH (435) 673-8586 FX (435) 673-8397 • WWW.RACIVIL.COM

SURVEY-FLAT-COND-AMD FILE NUMBER:	06/25/2020 DATE:	B.E.A. DRAWN:
5698-12-005 JOB NUMBER:	1"=20' SCALE:	B.E.A. CHECKED:



COR. SECTIONS 28-29-32-33
 T.41S., R.10W., S.L.B.&M.
 1978 WASH. CO. BRASS CAP

1558.03'
 SOUTHERLY CORNER, LOT 13
 MOENAVE SUBDIVISION
 FOUND REBAR &
 CAP (UNLEGIBLE)

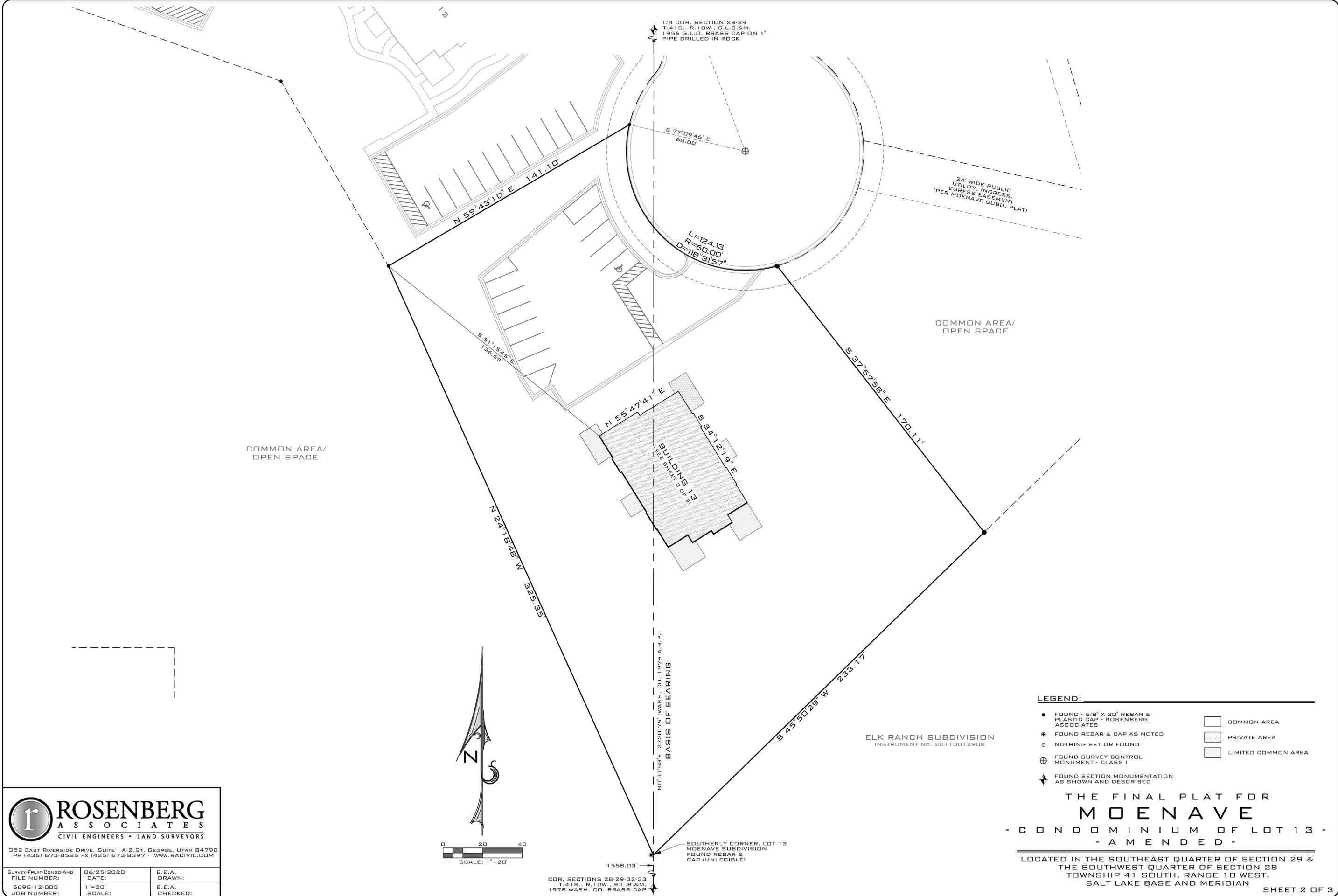
N0°01'53"E 2720.79' (WASH. CO. 1978 A.R.P.)
 BASIS OF BEARING

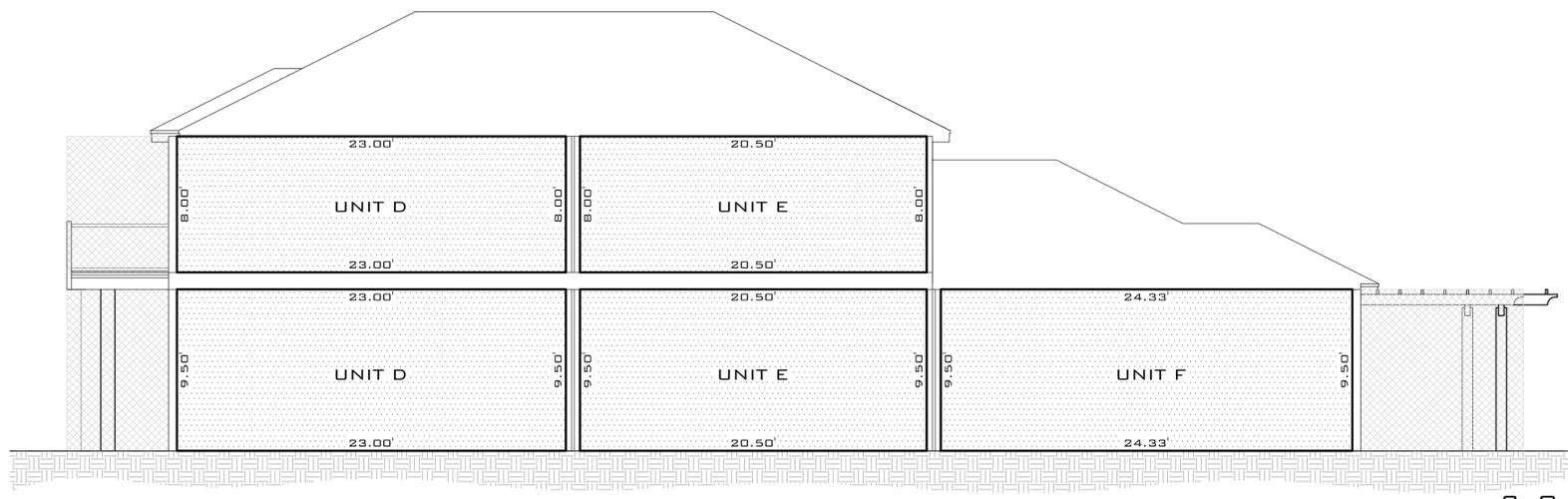
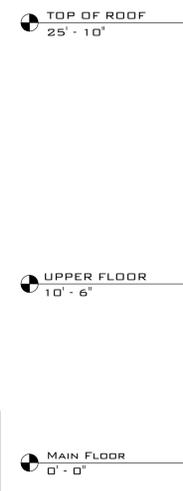
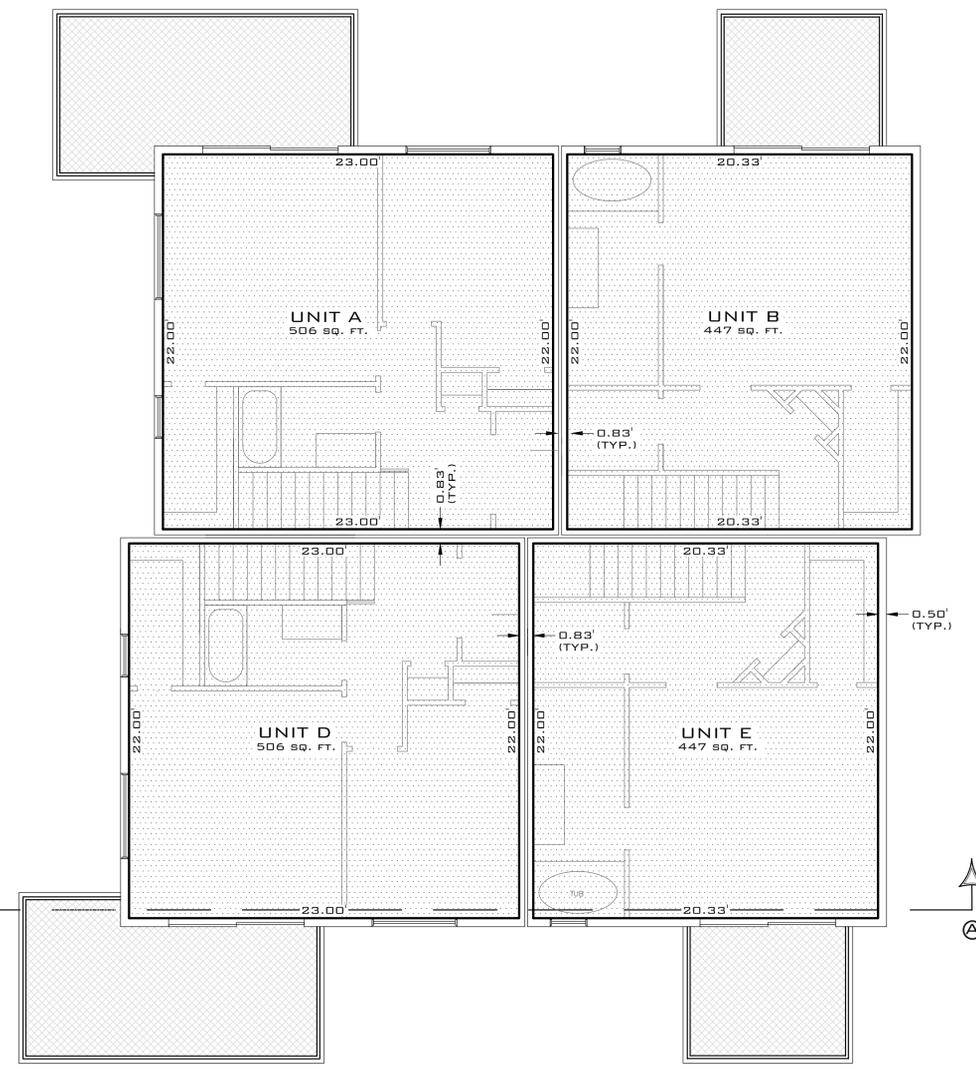
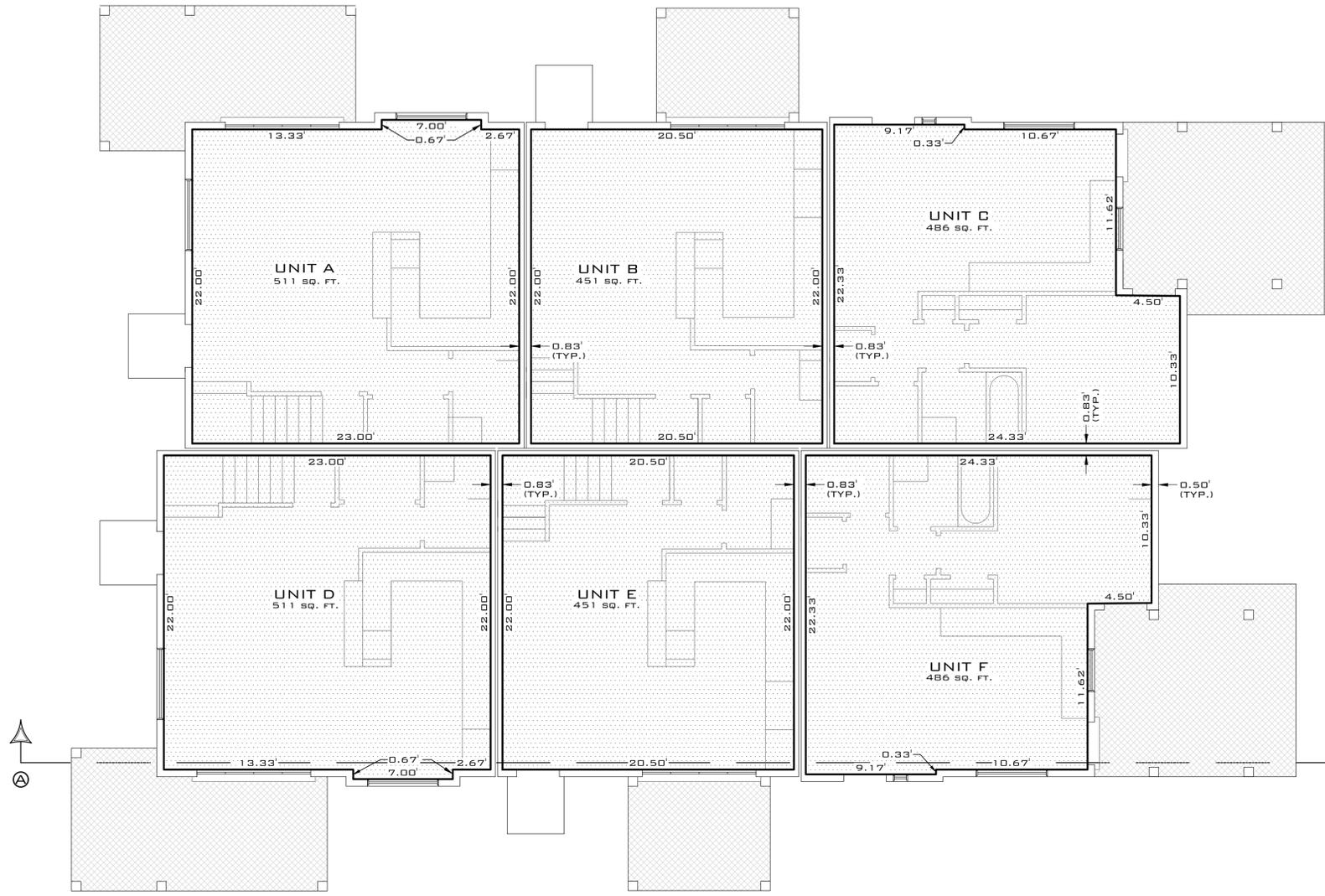
ELK RANCH SUBDIVISION
 INSTRUMENT No. 20110012908

- LEGEND:**
- FOUND - 5/8" X 20" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES
 - ⊙ FOUND REBAR & CAP AS NOTED
 - NOTHING SET OR FOUND
 - ⊕ FOUND SURVEY CONTROL MONUMENT - CLASS 1
 - ◆ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
 - COMMON AREA
 - ▨ PRIVATE AREA
 - ▩ LIMITED COMMON AREA

THE FINAL PLAT FOR
MOENAVE
 - CONDOMINIUM OF LOT 13 -
 - AMENDED -

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29 &
 THE SOUTHWEST QUARTER OF SECTION 28
 TOWNSHIP 41 SOUTH, RANGE 10 WEST,
 SALT LAKE BASE AND MERIDIAN





- LEGEND**
- COMMON AREA
 - ▨ PRIVATE AREA
 - ▩ LIMITED COMMON AREA
 - Ⓐ SECTION VIEW THIS SHEET

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

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THE FINAL PLAT FOR
MOENAVE
- CONDOMINIUM OF LOT 13 -
- AMENDED -

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29 &
THE SOUTHWEST QUARTER OF SECTION 28
TOWNSHIP 41 SOUTH, RANGE 10 WEST,
SALT LAKE BASE AND MERIDIAN SHEET 3 OF 3

MUNICIPAL BILLING AND COLLECTION AGREEMENT

This MUNICIPAL BILLING AND COLLECTION AGREEMENT is made and entered into on this ____ day of _____, 2020, by and between Washington County Special Service District No. 1, a special service district organized under the laws of the State of Utah (hereinafter referred to as "District"), and the Town of Springdale, a municipal corporation of the State of Utah (hereinafter referred to as "Town"), collectively referred to as "the Parties."

Recitals:

A. District was duly created by resolution of the Washington County Commission for the purpose of providing solid waste collection and disposal services to the municipalities and unincorporated areas in Washington County, Utah.

B. District currently provides solid waste collection services to Town and other municipalities within Washington County pursuant to an agreement which expires on January 31, 2021.

C. District has negotiated a proposed 10-year agreement, titled "Residential Waste Collection Agreement" (referred to herein as "the Agreement"), a copy of which is attached hereto and incorporated herein as if fully set forth, with Allied Waste Transportation, Inc., a Delaware corporation d/b/a Republic Services of St. George (hereafter referred to as "Republic"), to become effective on February 1, 2021 for the continuation of solid waste collection and disposal services within Town, as well as all other municipalities and unincorporated areas of Washington County.

D. City desires to continue to utilize the solid waste collection and disposal services provided by District for the use and benefit of its residents.

E. District and City desire to enter into a written agreement specifying the terms and conditions upon which the District shall continue to provide solid waste collection and disposal services in accordance with the Agreement to all residences in City.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Incorporation of Recitals. Recitals A-E are hereby incorporated herein by this reference as if fully set forth.

2. Acknowledgement. Town hereby acknowledges receipt of a copy of the Agreement

between District, as contractor, and Republic, as subcontractor, providing for solid waste collection and disposal services within the boundaries of District. Town hereby consents to and agrees to be bound by the terms and conditions of the Agreement, which, upon formal execution by District and Republic, shall be attached hereto as Exhibit "A" and incorporated herein by this reference.

3. Definitions. Unless the context requires otherwise, all terms or phrases used herein shall have those meanings specified in the Agreement.

4. Solid Waste Collection and Disposal Services. The Parties hereto agree that District, by and through Republic, shall provide residential and commercial solid waste collection and disposal services to residences in Town in accordance with the terms and conditions of the Agreement.

5. Recycling Opt Out. Subject to the provisions of paragraph 4 of the Agreement, the Parties agree to implement an opt-out curbside residential recycling program in accordance with the terms and provisions of the Agreement. The Parties further agree that residences within the boundaries of Town shall be given a period of ninety (90) days to opt out of the curbside recycling collection services in accordance with the Opt-Out Rules and Guidelines attached hereto as Exhibit "B," or as otherwise agreed to by the Parties. All residences within the boundaries of Town who do not opt out during said 90-day period shall thereafter be included in the recycling program at recycling rates specified in the Agreement.

6. Billing, Collection and Payment of Residential Fee. In consideration of residential solid waste collection and disposal services provided by District under this agreement, Town agrees to be responsible for monthly billing, collection and payment to District of all monthly residential fees for all residences located within the Town's boundaries. For purposes of this agreement, the term "residential fee" shall be comprised of the following amounts:

- (a) the amount to be paid to Republic for basic waste collection services provided in accordance with the provisions of paragraphs 4.b. and 17.a. of the Agreement and Exhibit B attached thereto.
- (b) the amount to be paid to Republic for recycling collection service in accordance with the provisions of paragraph 4 and 17.b. of the Agreement, plus the amount of \$.75 per residence per month to offset the cost of the recycling container.
- (c) the amount of \$4.45 per month per residence, plus an annual increase of \$.10 per month per residence, or such other amount as may be reasonably determined from time to time by resolution of District's Administrative Control Board, for operation of the Washington County Landfill and District administrative expenses,

and

- (d) such additional amount as may be determined by Town to offset the cost of billing and collection.

Town further agrees that the above-described residential fees for basic waste collection and recycling collection services shall be established by ordinance, and that the portion of the residential fees for billing and collection services, as specified in sub-paragraph (c) above, shall be retained by Town to offset its costs of billing and collection.

7. Imposition of Lien. The parties further agree that in appropriate cases, as mutually determined by the Parties, the District will assist Town in the collection of delinquent accounts through placement by District of a lien on the delinquent premises pursuant to the District's lien power provided for in Utah Code Ann. §17D-1-106(1)(g) and §17B-1-902; provided, however, that in such cases Town shall not be relieved from its obligation to pay to District the amount of the monthly fee pending enforcement of the lien, the proceeds from which shall be used to reimburse Town for any amounts paid

8. Compensation for Commercial Collection and Disposal Services. It is understood and agreed by the Parties that the amount and method of payment of compensation for commercial solid waste collection and disposal services provided by Republic to commercial establishments in Town shall be determined by and shall be subject to private agreement between Republic and the commercial customer.

9. Number of Residences. The Parties hereto agree that for purposes of billing, collection and payment by Town to District of the residential fees specified in paragraph 6 hereof, Town shall assume responsibility and liability for submitting to District on a monthly basis an accurate house count of all residential units receiving basic waste collection and recycling collection services within the boundaries of Town. Any discrepancy in the number of such residential units located within the boundaries of Town, as reported by Town, and the number of residences within Town receiving residential basic waste collection and recycling collection services from Republic shall be promptly investigated and resolved by mutual agreement of the Parties.

10. Delinquencies. Payment by Town to District of the residential basic waste collection and recycling collection fees described in paragraph 6 hereof shall be made on a monthly basis and shall be due and payable on the 25th day of the month following the month in which services were rendered. Any amounts not paid by Town by the 25th day of the month following the month in which services were rendered shall be deemed delinquent and shall bear interest at the rate of ten (10) percent per annum until paid in full.

11. Condominium/Townhome Review. In order to facilitate planning for the location of waste containers and safe access by Republic, Town agrees that no new subdivision, condominium or townhome or other residential development shall be given final subdivision plat or other approval until such time that plans for collection and disposal of residential waste have been reviewed by District.

12. Exclusivity of Contract; Commercial Haulers. The parties hereto agree that District shall be the only entity engaged by Town to provide residential solid waste collection and disposal services within the Town limits throughout the term of this agreement.

13. Unauthorized Disposal; Enforcement. Town agrees to adopt by resolution or ordinance such rules and regulations as may be necessary to prevent the dumping or disposal of any solid waste at any site other than the Washington County Landfill or other site approved by District, or which is inconsistent with the terms of the Agreement or any applicable federal, state or local law or District resolution. Town further agrees that it shall, at its expense, be responsible for enforcement of all laws, ordinances, rules or regulations so adopted.

14. Maintenance of Streets. Town agrees to maintain all streets, roads or roadways under its control in such a manner so as to allow District and Republic reasonable safe access for solid waste collection and disposal purposes.

15. Binding Effect, Term and Effective Date. This agreement shall become a binding obligation of the Parties immediately upon execution by both Parties. The term of this agreement shall be for a period of ten (10) years, commencing on the effective date of February 1, 2021 and ending on December 31, 2030.

16. Notice of Breach or Demand for Performance. It is agreed between the Parties that no claim will be made for breach of this agreement unless thirty (30) days written notice of the breach, and demand for performance, is sent to the other Party. The notice of breach under this paragraph must specify the details of the claimed breach, while the demand for performance must specify the details relative to the demanded performance.

17. Breach: Default. Failure by either Party to comply with any covenant, obligation or term contained in this agreement, including the payment of the residential fee as provided in paragraph 6 hereof, for a period of thirty (30) days after receipt of notice of breach and demand for performance from the other party shall be deemed a material and substantial breach of the terms of this agreement and shall constitute a default under the terms hereof.

18. Remedies Upon Default. Upon the occurrence of default by either Party, the Party not in default shall have the right to: (a) suspend all services to be performed under this agreement until

such time that such default is remedied; and (b) terminate the agreement by sending thirty days

written notice to the Party in default of such election to terminate; and (c) pursue any other remedy that may be available at law or equity to enforce compliance with the terms of this agreement.

19. Successors and Assigns. This agreement shall inure to the benefit of the successors and assigns of the respective Parties.

20. Time Essence. It is understood and agreed by the Parties that time is of the essence of this agreement.

21. Integration. It is understood and agreed by the Parties that this agreement contains the whole and complete agreement of the parties, and that all prior negotiations, conditions and oral representations have been merged herein.

22. Modification of Agreement. The Parties hereto agree that this agreement may not be modified orally, but shall be modified only in writing, signed by the Party against whom enforcement of such modification is sought.

22. Effect on Current Agreement. The Parties acknowledge and agree that the agreement currently in effect between the Parties for collection of residential and commercial waste within the corporate limits of Town shall remain in full force and effect according to its terms and shall not be affected by this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the date first above written.

WASHINGTON COUNTY SPECIAL
SERVICE DISTRICT NO. 1

Cheyne McDonald, Chairman

Attest:

Ruth Whitaker, Secretary

TOWN OF SPRINGDALE

Stan Smith, Mayor

Attest:

Seal

Town Recorder

Exhibit B

Recycling Opt Out Rules

1. Residences in Enterprise, Apple Valley, New Harmony and the unincorporated areas of County (hereafter referred to as “excluded areas”) shall be excluded from the recycling program. Residences in all other areas of the District (hereafter referred to as “included areas”) shall be included in the recycling program.
2. The election to opt out shall be made by the owner of the residence or by such other person designated in writing by the owner as approved by city/town where residence is located.
3. All residences/residents who do not opt out by November 30, 2020 shall be included in the recycling program for the contract period unless they move to an excluded area.
4. Residents who opt out on or before November 30, 2020, as determined by City, may opt in at any time but thereafter shall be included in the recycling program for the remaining contract period unless they move to an excluded area.
5. Residents who move from an excluded area to an included area shall be included in recycling for the contract period for as long as they remain in an included area.
6. New residents, i.e., people who move from outside the District to a residence in an included area, or people who move from within the District to a new residence in an included area regardless of a prior election to opt out, shall be automatically included in the recycling program for as long as they remain in an included area.

**THE LAW OFFICE
OF
FAY E. REBER**

249 EAST TABERNACLE #103
ST. GEORGE, UTAH 84770

(435) 628-7600
FAX # (435) 628-7680

fayreber@infowest.com

June 26, 2020

Mayor Stan Smith
Town of Springdale
118 Lion Boulevard
Springdale, Utah 84738

Re: Extension of Solid Waste Collection Agreements

Dear Mayor Smith:

As you're aware from your position as a member of the Solid Waste District's executive committee, the Solid Waste District's waste collection agreement with Republic Services will be expiring on January 31, 2021, and along with it the district's billing and collection agreement with the City of Springdale.

With that in mind, over the past few months the district has been studying and comparing the advantages of extending the current contracts for an additional period of 10 years, rather than putting the waste collection agreement out to bid. Now, after having gone through that process, the district's Administrative Control Board believes that it is in the best interests of the residents of Washington County to extend the current contracts, with some relatively minor modifications, and it would like to have each city and town within the county give approval for the new, extended agreement. And along with that, the district would also like to enter into a new billing and collection agreement with the Town of Springdale.

So to bring the matter before the Springdale Town Council, I've asked your city clerk, Darci Carlson, to add an item to the Springdale Town Council agenda for Wednesday, August 12, 2020, at which time the proposed new agreements can be explained in more detail. But before that time, I wanted to provide you, town council members, and town staff with copies of various documents you'll be asked to review and approve.

Along with this letter, therefore, I'm sending a copy of the proposed new agreement between the district and Republic, as well as a copy of the proposed new agreement between the district and the Town of Springdale, and a Resolution for approving both agreements. I'm also sending some explanatory material that I hope will be helpful in understanding some of the key
Mayor Stan Smith

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June 26, 2020

elements of the agreements. It's contemplated that these new agreements would then take effect, after having been approved by all cities and towns in the county, on February 1, 2021.

For these reasons, the district would ask that the matter be placed on the August 12, 2020 agenda for additional discussion and explanation, and, hopefully, approval by the city council. Suggested wording for the agenda is as follows:

"Consideration and approval of a Resolution approving: (a) the proposed 10-year Residential Waste Collection Agreement between the Washington County Special Service District No. 1 and Republic Services, and (b) the proposed Solid Waste Collection Agreement between Washington County Special Service District No. 1 and the Town of Springdale, pertaining to billing and collection for solid waste services and related matters."

Thanks very much for your help and cooperation. I'll be at the meeting to help explain the agreements and answer any question that the council might have.

In the meantime, if there are questions you'd like answered ahead of time, please feel free to call me at any time.

Sincerely,

Fay E. Reber
Attorney for WCSSD No. 1

FER/er
attachments

Resolution No. _____

A RESOLUTION OF THE TOWN COUNCIL OF SPRINGDALE, UTAH, APPROVING: (1) A PROPOSED RESIDENTIAL WASTE COLLECTION AGREEMENT BETWEEN WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1 AND ALLIED WASTE TRANSPORTATION, INC., D/B/A REPUBLIC SERVICES OF ST. GEORGE, AND (2) A PROPOSED MUNICIPAL BILLING AND COLLECTION AGREEMENT BETWEEN SAID DISTRICT AND THE TOWN OF SPRINGDALE.

WHEREAS Washington County Special Service District No. 1 (hereafter referred to as "District") was created by the Washington County Commission for the purpose of establishing a program for collection and disposal of solid waste in Washington County, Utah; and

WHEREAS District desires to enter into a 10-year agreement, titled "Residential Waste Collection Agreement," a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", with Allied Waste Transportation, Inc., a Delaware corporation d/b/a Republic Services of St. George, for continuation of collection and disposal of residential and commercial solid waste throughout Washington County, Utah; and

WHEREAS District desires to obtain the approval and consent of the Town of Springdale for the entering into said agreement attached hereto as Exhibit "A"; and

WHEREAS District desires to enter into a Municipal Billing and Collection Agreement, a copy of which is attached hereto and by this reference incorporated herein as Exhibit "B", with the Town of Springdale for the purposes stated therein; and

WHEREAS the Springdale Town Council deems it necessary and expedient for the preservation of the public health, safety and welfare that the agreements attached hereto as Exhibits "A" and "B" be approved and that authorization is given for the execution of Exhibit "B" on behalf of the City of Toquerville,

BE IT HEREBY RESOLVED by the Springdale Town Council that the agreement between Washington County Special Service District No. 1 and Allied Waste Transportation, Inc., a Delaware corporation d/b/a Republic Services of St. George, titled "Residential Waste Collection Agreement," which is attached hereto as Exhibit "A" and by this reference incorporated herein as if fully set forth, is hereby approved.

BE IT FURTHER RESOLVED that the Municipal Billing and Collection Agreement between Washington County Special Service District No. 1 and the Town of Springdale, attached hereto as Exhibit "B", is hereby approved, and that the Mayor and City Recorder/Clerk are hereby

authorized to execute said agreement on behalf of the Town of Springdale.

BE IT FUTHER RESOLVED that this Resolution shall take effective immediately upon passage and approval.

DATED this _____ day of _____, 2020.

TOWN OF SPRINGDALE

Stan Smith, Mayor

Attest:

City Recorder

The foregoing Resolution was read in its entirety at a regular Springdale Town Council meeting held at the Springdale Town Office Building on the ____ day of _____, 2020, whereupon a motion to approve and adopt said Resolution was made by _____ and seconded by _____. A roll call vote was taken with the following results:

<u>Name</u>	<u>Vote</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Town Clerk

RESIDENTIAL WASTE COLLECTION AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2020, by and between WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1, a special service district organized under the laws of the State of Utah (hereinafter referred to as “District”) and ALLIED WASTE TRANSPORTATION, INC., a Delaware corporation d/b/a Republic Services of St. George licensed to do business in the State of Utah (hereinafter referred to as “Republic”), collectively referred to herein as the “Parties.”

RECITALS:

- A. District was created and organized by the Washington County Commission for the purpose of providing Solid Waste collection and disposal services to the inhabitants of Washington County, Utah.
- B. District has entered into, or is in the process of entering into, written agreements with Washington County, Utah (the “County”), as well as other municipalities within the County, for the collection and disposal of Residential Waste.
- C. Republic has the experience and expertise and is otherwise qualified to provide Residential Waste collection and disposal service within the boundaries of District.
- D. District and Republic desire to enter into this Agreement to set forth the terms and conditions upon which Republic shall provide Residential Waste collection and disposal and Recycling collection and processing services in the unincorporated areas of the County, as well as to the residents in various municipalities located within the boundaries of District.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, obligations and conditions contained herein, the parties hereto agree as follows:

- 1. DEFINITIONS. For purposes of this Agreement, the following words or phrases shall have the following meanings.
 - a. Applicable Law(s) – any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature, promulgated or issued by any governmental authority claiming or having jurisdiction.
 - b. Automated or Semi-Automated – a particular method or system, including all necessary vehicles and equipment, for collection of Solid Waste through the use of automated or semi-automated containers requiring mechanical pick up.

- c. Automated or Semi-Automated Container – a Waste receptacle approved by the District, with a capacity of 60 to 94 gallons, equipped with a tight-fitting, permanently attached lid and wheels for easy movement, and specifically designed for automated and semi-automated pick up.
- d. Bags – plastic bags specifically designed to store refuse, with sufficient strength and thickness to contain Solid Waste without tearing or ripping under normal handling.
- e. Bulky Waste – Residential Waste materials with lengths, weights or volumes greater than those allowed for automated containers, including but not limited to stoves, refrigerators, dryers, dishwashers, televisions, hot water tanks, washing machines, household furniture, four (4) or fewer tires, air conditioners, Christmas trees, bicycles, large toys, tree limbs of 3-6 feet in length and up to 6 inches in diameter, and Bags used for seasonal disposal of leaves. Bulky Waste does not include automobiles, more than four (4) tires, motorcycles, boats, Construction/Demolition Waste, large dead animals, Hazardous Waste, Special Waste and trees (other than Christmas trees) or limbs exceeding six (6) feet in length and six (6) inches in diameter, and other similar items. All items must be free of extraneous materials and shall be capable of being lifted into Republic’s collection vehicle by two (2) men. A Resident may not place more than three Bulky Waste items out for collection per call.
- f. Bundle – materials such as newspapers, magazines, and tree trimmings, securely tied and forming an easily handled package not exceeding three (3) feet in length.
- g. Collection Station – dumpsters, roll-offs or other similar containers, placed at various locations established by District for disposal of Residential Waste in isolated or rural areas where individual curbside collection is unfeasible or impractical.
- h. Commercial – subject to amendment from time-to-time by resolution of District’s Administrative Control Board, “commercial” shall mean or refer to property:
 - (i) used primarily in connection with the supply of goods or professional services on a regular basis or in the regular course of business, and for which a business or other license is required by state law or local ordinance, and
 - (ii) a hotel, motel, recreational vehicle rental park used for overnight or short term rental of less than thirty (30) days, or an apartment complex of more than eight (8) units used for a rental term of more than thirty (30) days.

- i. Commercial Hauler – subject to amendment from time to time by District’s Administrative Control Board, “Commercial Hauler” shall mean any person or entity who in the regular course of business or for a fee collects and disposes of commercial waste.
- j. Commercial Waste – non-hazardous Waste Materials produced by businesses or resulting from normal activities on or use of commercial property or premises.
- k. Construction/Demolition Waste – means solid waste from building materials, packaging, and rubble resulting from construction, remodeling, repair, abatement, rehabilitation, renovation, and demolition operations on pavements, houses, commercial buildings, and other structures, including waste from a very small quantity generator of hazardous waste, as defined by R315-260-10, that may be generated by these operations. Such Waste may include bricks, concrete, other masonry materials, soil, asphalt, rock, untreated lumber, rebar and tree stumps. It does not include Excluded Waste or asbestos, contaminated soils or tanks resulting from remediation or clean-up at any release or spill, Waste paints, solvents, sealers, adhesives or similar hazardous or potentially hazardous materials.
- l. Curbside – at or near any curb, sidewalk or other location immediately adjacent to any street, highway or road which is safely accessible to Republic’s Waste collection vehicles.
- m. Dead Animals – carcasses or material portions of carcasses of animals such as dogs, cats, deer, sheep, swine, cattle, horses, mules, goats, chickens, birds, etc., which have expired for any cause.
- n. Dumpster or Roll-off – any metal container with a volume of 1.5 cubic yards or more, designed for storage of Waste and to be compatible with collection equipment.
- o. Excluded Waste – Hazardous Waste, Infectious Waste generated by a health facility in quantities of 200 pounds or more per month, or other waste which is radioactive, volatile, corrosive, highly flammable, explosive or which contains biohazardous or toxic substances prohibited from disposal at the Washington County Landfill by Applicable Law. Excluded Waste does not include infectious waste generated by a health facility in quantities of 200 pounds or less per month.
- p. Force Majeure Event – contingencies beyond a party’s reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God.

- q. Hazardous Waste – means a solid waste or combination of solid wastes, other than Household Waste, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed, and as further defined in R315-2-3 of the Utah Administrative Code. Hazardous Waste does not include infectious waste generated by a health facility in quantities of 200 pounds or less per month.
- r. Household Waste - means any waste material, including garbage, trash, and sanitary wastes in septic tanks, derived from households, including single-family and multiple-family residences, apartments, hotels and motels, bunk houses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.
- s. Infectious Waste - means a solid waste that contains or may reasonably be expected to contain pathogens of sufficient virulence and quantity that exposure to the waste by a susceptible host could result in an infectious disease. Infectious Waste is included in Household Waste unless subject to regulation in accordance with R315-316(1) of the Utah Administrative Code..
- t. Manual Container – a receptacle designed for hand pick up, having a capacity of greater than 20 gallons, but less than 35 gallons, constructed of plastic, metal or fiberglass, with handles of adequate strength for lifting and a tight-fitting lid capable of preventing entrance into the container by vectors.
- u. Recyclables or Recyclable Materials - any material or substance included in Solid Waste that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass or such other items as agreed upon by the District and Republic.
- v. Residence or Residential – subject to amendment from time-to-time by resolution of District’s Administrative Control Board, “Residence” or “Residential” shall mean the use of property or premises containing a structure which is hooked to culinary water and power and is intended or used for human habitation, including but not limited to:
 - (i) single homes,

- (ii) mobile homes,
- (iii) town homes,
- (iv) condominiums,
- (v) short-term vacation rentals (VRBO's) of less than 30 days,
- (vi) apartments not contained in or as part of an apartment complex of more than eight (8) units.

Except as may be specified hereinafter, each unit of a structure on property or premises classified as residential shall be considered a separate residence for purpose of billing and collection.

- w. Residential Waste – Household Waste, Bulky Waste, and other non-hazardous waste produced by or resulting from the normal activities on or use of residential property or premises. Residential Waste includes but is not limited to waste wood, wood products, tree trimmings, grass cuttings, dead plants, seeds, leaves, chips, shavings, saw-dust, printed matter, paper, pasteboard, plastic, aluminum cans, flattened cardboard boxes, wooden boxes, rags, loose straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible and waste pulp and other products such as are used for packaging or wrapping crockery and glass, cold ashes, cinders, floor sweepings, glass, mineral or metallic substances and any and all other waste materials not included in the definition of Bulky Waste, construction/demolition Waste, dead animals, garbage or Hazardous Waste. Residential Waste does not include Excluded Waste, Special Waste or Stable Matter, as defined herein.
- x. Solid Waste or Waste– any nonhazardous solid waste generated that is not excluded by the provisions of this Agreement.
- y. Special Waste – "Special waste" means discarded solid waste that may require special handling or other solid waste that may pose a threat to public safety, human health, or the environment. Special waste may include:
 - (i) ash
 - (ii) automobile bodies
 - (iii) infectious waste subject to regulation under R315-316(1) of the Utah Administrative Rules.

- (iv) waste tires
- (v) dead animals
- (vi) asbestos
- (vii) waste exempt from the hazardous waste regulations under R315-261-4
- (viii) very small quantity generator hazardous waste as defined by R315-260-10
- (ix) waste containing PCBs
- (x) petroleum contaminated soils
- (xi) waste asphalt
- (xii) sludge.

z. Stable Matter – manure and other animal Waste matter normally accumulated in or about a stable, barn or corral.

2. Authorized Disposal. Except for Residential Waste which is disposed of pursuant to a recycling program or other on-site disposal program approved by District, all Residential Waste generated within the boundaries of District and collected by Republic shall be transported to and disposed of at the Washington County Landfill, or such other Waste disposal facility as may be approved by District, in accordance with the terms of this Agreement.

3. Basic Services. Subject to the terms and conditions of this Agreement, Republic shall:

a. Provide, on a weekly basis to all residences within the boundaries of District utilizing individual containers, curbside collection and disposal of:

i. Residential Waste placed in automated or semi-automated containers, and

ii. Bulky Waste as defined herein.

b. Provide, on a weekly basis to all residences or residential developments within the boundaries of District utilizing dumpsters as provided in paragraph 5.a. of this Agreement, collection and disposal of:

- i. Residential Waste placed in dumpsters or roll-offs, as defined herein; and
 - ii. Bulky Waste as defined herein.
- c. Subject to the provisions of paragraph 4, provide curbside collection every other week of recyclable materials placed in recycling containers by residences participating in a curbside residential recycling program (excluding residences in Enterprise, Apple Valley, New Harmony and the unincorporated areas of Washington County).
- d. Provide and place, in conjunction with the District, a sufficient number of dumpsters or roll-offs at any collection station established by District, or at any residential development utilizing dumpsters or roll-offs for collection of Residential Waste.
- e. Collect on a weekly basis, or more often as determined by District, all Solid Waste deposited at any collection station established by District. Collection stations shall be routed permanently to maintain consistent service.
- f. Participate with District and local parties in the maintenance of all collection station sites in order to ensure cleanliness of said sites.
- g. Where commercial Waste collection and disposal service is not otherwise available, Republic shall, upon request, make such service available via dumpsters once each week or more often as necessary, depending upon the type and volume of Solid Waste generated, to all commercial establishments, county, state and federal park, camp and/or recreational areas within the boundaries of District, at reasonable commercial rates to be paid by the person or entity making such request.
- h. Provide and place additional dumpsters or roll-offs in various locations specified by District, with collections made on a weekly basis at market rates then in effect.
- i. Provide on a quarterly basis to each municipality within District in connection with seasonal cleanups scheduled by District:
 - i. delivery, as well as collection and disposal of all Waste deposited therein, of dumpsters, roll-offs or other containers, in accordance with Exhibit A attached hereto and incorporated herein.
 - ii. upon request by any municipality, delivery, as well as collection and disposal of all Waste deposited therein, of additional dumpsters,

roll-offs, or other Solid Waste containers exceeding the number specified in Exhibit A.

4. Recycling. The Parties understand, acknowledge and agree that:
 - a. all provisions in this Agreement pertaining to recycling services shall be subject to an initial determination, to be made by District after the conclusion of a 90-day opt-out period but on or before December 31, 2020, as to the economic practicability or feasibility of curbside recycling. In the event that District reasonably determines on or before December 31, 2020 that curbside recycling is not economically practicable or feasible, all provisions of this Agreement pertaining to recycling shall be null and void, and all remaining provisions shall continue in full force and effect.
 - b. In the event that District determines on or before December 31, 2020 that curbside recycling is economically practicable or feasible, the provisions of this Agreement pertaining to recycling shall take effect as of the effective date of this Agreement. Recyclable materials shall be placed in automated or semi-automated containers for collection and shall conform to specifications provided by Republic in order to meet quality thresholds for commodity markets and to keep contamination at a minimum. In the event that market conditions are such that recycling becomes economically impractical or infeasible after the effective date of this Agreement, Republic and District may at any time mutually decide to suspend or discontinue any or all Recycling collection services or dispose of the Recyclable Materials in a landfill. In addition, commencing on January 1, 2024 and every two (2) years thereafter, either Party unilaterally may, upon at least one-hundred and eighty (180) days prior written notice (i.e., by July 1st of the year in which this termination right is triggered), terminate all provisions of this Agreement pertaining to residential Recycling services without further liability or obligation. In the event of a suspension or termination of recycling by mutual agreement of the Parties or by the unilateral election made by District with 180-days notice, all remaining provisions of this Agreement shall remain in full force and effect, provided that the basic residential waste collection rate specified in paragraph 17. a. shall be increased by an amount equal to \$.25 per residence per month for all residences except for residences in the municipal boundaries of Enterprise, Apple Valley, New Harmony and the unincorporated areas of Washington County.
5. Use of Automated/Semi-Automated Containers or Dumpsters. Except as otherwise provided in this Agreement, all Residential Waste shall be deposited for collection in automated or semi-automated containers. District shall be required to provide such containers to all residential users. Each residence in the District shall be provided up to two (2) containers for basic waste collection service described in paragraph 3.a.i. and one (1) container for use in collection of Recycling materials described in paragraph 3.c. Upon request, District shall provide additional containers as specified in paragraph 6.a. of this Agreement.

Notwithstanding the foregoing, Residential Waste may also be placed for collection, as follows:

- a. in dumpsters provided by District and delivered free of charge by Republic to
 - (i) condominiums, townhomes or other high-density developments utilizing dumpsters prior to the effective date of this Agreement, and
 - (i) condominium, townhomes or other high-density developments where use of dumpsters is approved by District and the municipality in which the development is located.
 - b. Use of 60-gallon automated or semi-automated containers in areas where use of larger containers is impractical or unfeasible due to distance from public roadways accessible to collection vehicles, as determined by District; and
 - c. Other means agreed to by District and Republic by written amendment to this Agreement.
6. Additional Automated Container(s). Upon request, District shall be responsible to:
- a. Provide a third, fourth, fifth, etc., automated or semi-automated container for basic waste collection or recycling collection to any residence at the rates specified in paragraph 17.c., which shall be billed by District separately from any billing service provided by the municipality in which the residence is located,
 - b. Approve the use of automated or semi-automated containers for curbside collection of waste generated by any business or commercial entity which desires such container because of insufficient space for placement of a dumpster, roll off or other commercial container. Republic shall be responsible to provide such business with such automated or semi-automated containers and for billing of such business at commercial rates specified in Exhibit B attached hereto.
7. Ownership, Maintenance, Repair of Containers and Dumpsters. Republic acknowledges and agrees that all automated or semi-automated containers in use throughout the District as of February 1, 2021, shall be owned by District, free and clear of any claim of Republic. District shall be responsible for the purchase, storage, assembly, maintenance and distribution of all automated or semi-automated containers for Residential Waste and Recycling collection purposes. District shall, at Republic's expense, promptly repair or replace all automated or

semi-automated containers damaged or destroyed by Republic during collection operations, as reasonably determined by District. Republic shall not be responsible to repair or replace any automated or semi-automated container as a result of normal wear and tear, or which is damaged or destroyed through use other than the intended use, or because of loss caused by theft or other unauthorized removal. Republic, at its expense, shall be required to promptly repair or replace any dumpster which is damaged or destroyed by Republic during collection operations. At no time will Republic be responsible for damage or replacement of any manual containers not supplied by the District.

8. Collection Vehicles and Equipment. Republic shall provide a sufficient number of vehicles and suitable equipment for the performance of regular collection and disposal services specified herein. For purposes of this paragraph, a sufficient number of vehicles shall be deemed to be one (1) truck for each route, with two (2) overall additional back up or replacement trucks. In addition, all vehicles used to provide Residential Waste collection services shall, at all times during the term of this Agreement:
 - a. Be in excellent mechanical condition, shall be kept in good repair and appearance, and shall be maintained in a clean, sanitary condition.
 - b. Have clearly visible on each side the name and local telephone number of Republic.
 - c. Be capable of lifting automated or semi-automated containers in such a manner so as to prevent spilling or littering during dumping.
 - d. Be equipped with an operable two-way communication system.
 - e. Be free from fluid leaks of any kind.

Additional or replacement equipment or vehicles shall be purchased or kept available by Republic for prompt replacement of any equipment or vehicles normally required for collection and disposal functions which are taken out of service for any reason. On or before March 1 of each year, Republic shall submit to District a complete description of all collection vehicles used to provide collection services pursuant to this Agreement, including the following information: type of vehicle, make, year, mileage, service record, anticipated date of replacement, and current condition. If, after the March 1 submission date, Republic fails to provide this description within ten (10) days written notice from District, Republic shall pay to District the amount of \$500 per week until the description is provided to District.

9. Dumpsters. Republic shall make dumpsters or commercial containers available to each commercial establishment in the County, either on a rental or purchase program, at reasonable commercial rates negotiated between Republic and the

commercial customer. All dumpsters owned by Republic shall be kept in good repair and appearance and shall be maintained in a reasonably clean condition at all times.

10. Placement of Waste. As part of curbside collection services specified in paragraph 3 of this Agreement, Republic shall be required to:
 - a. Collect all Residential Waste contained in automated or semi-automated containers placed within three (3) feet of the curbside, blacktop or other roadway surface, with three (3) feet clearance on either side of the containers from each other or parked cars or other objects, and with a minimum of 14 feet of overhead clearance above the container, or at such other location readily and safely accessible to Republic's vehicles and personnel, as reasonably determined by District.
 - b. Collect all Bulky Waste scheduled two (2) days in advance of the day regularly scheduled for residential collection and placed safely at or near the curbside, blacktop or other roadway surface.
11. Collection Hours, Traffic Rules. Republic shall not commence Residential Waste collection services in residential areas, or in commercial areas immediately adjacent to residential areas, before the hour of 6:00 a.m., and shall complete Residential Waste collection services in said areas before 10:00 p.m. All Residential Waste collection shall be completed in a safe, quiet and efficient manner. Republic shall comply with all local, state and federal laws, rules and regulations governing vehicular traffic and safety.
12. Litter. All Residential Waste collection services shall be made by Republic in such a manner so as to prevent spillage or littering of the premises or roadways. If Republic causes spillage or littering during the course of collection, Republic shall promptly clean up such spillage or litter.
13. Hauling. Unless otherwise agreed by the parties, all Residential Waste collected by Republic shall be disposed of at the Washington County Landfill or such other facility designated by District. All Waste transported or hauled by Republic shall be contained, tied or enclosed in such a manner that leaking, spilling or blowing are prevented during transportation or hauling. In the event of any spillage, Republic shall immediately clean up the litter.
14. Office. Republic shall establish and maintain a local office or such other facility where it can be contacted, where service may be applied for, and where complaints can be made. Said office or facility shall be equipped with sufficient telephones, shall have responsible person(s) in charge during collection hours, and shall be open during normal business hours. Republic shall also establish and maintain an after-hours and weekend phone number for use by the public and the District.

15. Special Waste and Hazardous Waste. Republic shall have no obligation under this Agreement to collect Special Waste or Hazardous Waste (other than that included in Municipal Waste, as defined by Applicable Law). If Republic desires to collect Special Waste, Republic may do so by private agreement and prior written approval from District. All costs of such Special Waste collection and disposal shall be shall be paid by the generator of the Special Waste,
16. Title to Waste Placed in Collection Vehicles. Title to all Residential Waste or waste collected by Republic pursuant to paragraph 3 of this Agreement, as well as responsibility for proper disposal as provided for herein, shall become vested in District upon being placed in Republic's collection vehicles.
- a. If, during the course of collection, Republic discovers the presence of Excluded Waste before it is collected by Republic,
- i. Republic shall refuse to collect the entire container that contains the Excluded Waste and shall promptly notify District of the date, location and apparent nature of such Excluded Waste, and
- ii. District shall take reasonable steps to determine the owner or generator of such Excluded Waste and ensure its proper disposal.
- b. If, during the course of collection, Republic discovers the presence of Excluded Waste after it has been placed in Republic's collection vehicle,
- i. Republic shall immediately report to District the presence of the Excluded Waste in Republic's collection vehicle,
- ii. District shall provide instructions to Republic for disposal of such Excluded Waste at District's expense.
- iii. District may assess all costs incurred in the disposal of such Excluded Waste to the owner or generator of such Excluded Waste and take such action as District deems appropriate to enforce payment of such costs.

In no event shall Republic be responsible for bearing the cost of disposal of Excluded Waste.

17. Compensation. Compensation to Republic for all collection services provided under this Agreement shall be made in accordance with the following:
- a. Except as provided in paragraph 4.b., for basic Residential Waste and Bulky Waste collection service during the term of this Agreement,

whether collected by automated or semi-automated containers or by dumpster, District shall pay to Republic on the effective date of this Agreement the amount of \$6.90 per Residence per month, which shall be subject to a 2.5% annual increase as shown in the Pricing Appendix attached hereto as Exhibit B.

b. Unless terminated or suspended as provided in paragraph 4.b., for Residential Recycling collection service during the term of this Agreement District shall pay to Republic on the effective date of this Agreement the amount of \$4.91 per residence per month, or such other amount as shown in Exhibit B depending on the percentage of residences participating in the Recycling program, which shall be subject to a 2.5% annual increase as shown in Exhibit B.

c. For additional automated or semi-automated container(s) provided under Section 6.a., Republic shall receive an additional amount of:

- (i) \$5.13 per month per additional container used for basic waste collection (or such other amount as shown in Exhibit B at the time such container is provided); and
- (ii) \$4.91 per month per additional recycling container (or such other amount as shown in Exhibit B at the time such container is provided)

Amounts for additional containers shall be subject to a 2.5% annual increase.

d. For collection services specified in Section 3 e. for all dumpsters filled or substantially filled to capacity at the time of collection, District shall pay to Republic during the first year of this Agreement the amounts of \$27.50 per lift for four (4) and six (6) yard dumpsters, \$36.65 per lift for all dumpsters larger than six (6) yards, and \$190 per lift for all roll-off containers, subject to a 2.5% annual increase.

e. In addition to the amounts specified in a – d above, Republic may, with District's prior written consent which shall not be unreasonably withheld, increase the rates for waste collection services as a result of unforeseeable and extraordinary increases in costs incurred by Republic due to:

- (i) extraordinary cost increases by third parties used in servicing this Agreement or the recycling facility being used,
- (ii) changes in local, state, or federal statutes, rules, ordinances regulations, or other laws,

- (iii) prolonged operational changes necessitated by extreme weather conditions or natural disasters, and
 - (iv) a Force Majeure event, as described in paragraph 34 herein.
- 18. Billing, Payment to Republic. District shall be responsible for monthly billing and collection from residential customers for residential collection services provided by Republic. Payment to Republic for residential collection services hereunder shall be made by District on the 26th day of each month. The number of residential pick-ups for which Republic shall receive compensation shall be mutually determined on a monthly basis by each municipality, District and Republic. Any discrepancy in the number of residences for which Republic claims a right to compensation as opposed to the number of residences receiving collection services as reported by municipalities shall be promptly resolved. A reduction or increase in the volume of Waste being collected or to be collected in the in the future, or a reduction or increase in the number of current or future anticipated residential pick-ups for any reason, including any change by District in the definition or reclassification of property as either residential or commercial, shall not invalidate the provisions of this Agreement or, except as provided herein, shall not entitle Republic to an increase in residential rates or additional compensation.
- 19. Fuel Recovery Fee. In addition to the compensation paid pursuant to paragraph 17, District shall pay to Republic a fuel recovery fee (“FRF”) in accordance with the following:
 - a. The FRF shall be calculated and paid on a monthly basis;
 - b. The FRF shall be based on: (i) the number of gallons of fuel actually used by Republic in performing the work specified in paragraph 3. a., b., c., e., and h. of this Agreement, and (ii) the price actually paid by Republic for such fuel; and
 - c. The FRF shall apply for any month during which the average cost of fuel actually paid by Republic exceeds a base price during the first year of this Agreement in the amount of \$3.30 per gallon, which shall be subject to an increase of 2.5% per year. For any month during which the average cost of fuel paid by Republic exceeds the base price, as defined here, District shall pay to Republic an amount equal to eighty-five (85%) of the amount paid by Republic above said base price.

Republic shall be required to submit to District on a monthly basis copies of invoices and any other documentation reasonably required by District for the purpose of calculating the FRF.

20. Residential Waste Landfill Fee. Republic shall not be required to pay landfill fees for Residential Waste transported to the Washington County Landfill in vehicles used solely for Residential Waste collection. However, Republic shall be required to pay landfill fees for all Waste collected and transported to the landfill in vehicles used for or compatible with collection of commercial Waste, except to the extent that Republic can demonstrate to the satisfaction of the District that such Waste is Residential Waste.
21. Commercial Waste Landfill Fee. In the event that Republic, as a Commercial Hauler, disposes of any commercial or construction/demolition Waste, or other non-Residential Waste at the Washington County Landfill, Republic shall pay a monthly fee to District for the purpose of defraying the cost of acquiring, constructing, operating, maintaining and improving of Solid Waste management facilities, including but not limited to said Washington County Landfill facilities. The amount of the monthly fee shall be established by resolution of District and shall depend on the volume or weight of commercial or construction/demolition Waste, or other non-Residential Waste hauled to the landfill site by Republic and shall be determined on the same basis applicable to all other Commercial Haulers. Republic shall be required to notify District of Republic's intent to commence commercial hauling prior to commencement thereof, and shall further be required to make available to District upon request all books and records of Republic pertaining to the volume of commercial or construction/demolition Waste, or other non-Residential Waste delivered by Republic to the landfill site.

No commercial Waste shall be transported to the Washington County Landfill in vehicles which contain Residential Waste unless (a) the collection and transportation to the landfill of commercial Waste in commercial trucks is determined by District to be impractical or unfeasible, and (b) satisfactory arrangements are made between Republic and District for payment of disposal fees for commercial Waste hauled to the landfill in residential trucks.

22. Routes and Schedules. Republic shall provide District with maps and schedules of residential collection routes and keep such information current at all times. It shall be the responsibility of the residential customer to place his/her Solid Waste at the appropriate location for collection before the scheduled collection day. In the event of changes in routes or schedules that will alter the date of pick up, Republic shall notify District of such change and provide hand-delivered, mailed or other adequate notice to each affected residence not less than two weeks prior to the change. The parties shall, to the best of their ability, communicate with each other and the various municipalities regarding road closures or detours caused by construction activities in an effort to insure smooth, uninterrupted collection service by Republic.
23. Complaints. All complaints from residents or District shall be answered by Republic before the end of the next business day after Republic's receipt thereof. When a complaint is received on the day preceding a holiday or a Saturday, it

shall be addressed by Republic on the next working day. Republic shall provide District with a monthly written summary of all complaints, showing the date and time when the complaint was received, the name and address of the complainant, the nature of the complaint, the date and time when it was addressed by Republic and the manner of resolution. Such records shall be available for inspection by District at all times during regular business hours. District shall determine on a case-by-case basis whether a breach, as defined in paragraph 32 of this Agreement has occurred, and, in the event thereof, District may proceed in the manner provided in paragraphs 32 and 33 hereof.

24. Notification. Unless provided otherwise in this Agreement, District shall notify all residential customers about complaint procedures, rates, regulations and day(s) of collection prior to the date of implementation, and more often as District deems necessary or desirable, of this Agreement.
25. Washington City. Republic agrees that collection vehicles traveling to or from the Washington County Landfill shall not pass through Washington City proper or downtown area, but only along Washington Parkway and that portion of Telegraph Street running north of its intersection with Washington Parkway to SR-9, except as may be necessary to provide Waste collection service to residents and commercial establishments located in Washington City.
26. Binding Effect; Term. This Agreement shall become binding immediately upon the date of execution by the Parties, subject to unanimous ratification and approval by the member municipalities of District. In the event that this Agreement is not unanimously ratified and approved by the member municipalities of District, this Agreement shall be null and void. In the event that this Agreement is unanimously ratified and approved by the member municipalities of District, the effective date of this Agreement shall be February 1, 2021, and, unless sooner terminated as provided for herein, or unless extended by mutual agreement of the Parties, the termination date of this Agreement shall be December 31, 2030.
27. Bonding. At all times during the term of this Agreement, Republic shall procure and maintain in full force and effect a performance bond in the penal sum of \$500,000 guaranteeing the faithful performance of this Agreement, executed by a surety company licensed to do business in the State of Utah, indemnifying District against loss resulting from any failure of performance by Republic not exceeding the amount of the performance bond. At least ten (10) days prior to the effective date of this Agreement, Republic shall deliver or cause to be delivered to District a fully executed copy of said performance bond.
28. Independent Contractor, Indemnification. The parties understand and agree that this Agreement is not a contract of employment in the sense that the relation of master and servant exists between District and Republic or between District and any employee of Republic. Republic shall, at all times, be deemed to be an

independent contractor. Republic is not authorized to bind District to any contract or obligation, and District shall not be liable for any act of Republic or its employees in connection with the management, maintenance and operation of the Landfill. Republic agrees to indemnify, hold harmless, exempt and defend District and Washington County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, injury, costs, expenses and reasonable attorney's fees arising from the negligent acts or omissions or intentional misconduct of Republic, its employees and agents in providing the Services; provided, however, in no event shall Republic be required to indemnify District for any acts or omissions of District or its employees or agents.

29. Insurance. At all times during the term of this Agreement, Republic shall maintain in full force and effect Worker's Compensation, Employee's Liability, Bodily Injury Liability (except automobile), Property damage Liability (except automobile) and Automobile Bodily Injury Liability insurance. All insurance shall be by insurers acceptable to District, and, before commencement of work hereunder and at least every two (2) years thereafter, Republic shall furnish District with certificates of insurance that such insurance has been procured and is in force at or above the Utah Governmental Immunity Act liability caps then in effect, as set forth in Section 63G-7-604, Utah Code Annotated, 1953, as amended, or its successors. Such certificates shall be supplemented by blanket-form notice of cancellation endorsements that will afford the County with thirty (30) days written notice in the event of cancellation, non-renewal or material change (excluding workers' compensation insurance).
30. Sale, Assignment, Subcontract or Other Transfer. Neither this Agreement nor any right, duty or liability hereunder shall be sold, assigned, subcontracted or otherwise transferred or conveyed in any manner whatsoever by Republic, in whole or in part, nor shall any right, title or interest herein, either legal or equitable, pass to or vest in any person or entity other than the entities named herein unless District gives prior written consent to such sale, assignment, subcontract or other transfer, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Republic may assign this Agreement, in whole or in part, to an entity directly or indirectly controlling, under control or under common control of Republic without consent. If District assigns this Agreement or the right to operate the Washington County Landfill to a third party, the District shall ensure that the assignee assumes this Agreement.
31. District Right to Complete Work. If Republic fails to perform or complete any work required by the terms of this Agreement after 14 days written notice from District to Republic, District may, without prejudice to any other remedy it may have, perform or complete such work and assess the cost thereof against, and deduct the same from, any compensations due or to become due to Republic under the terms of this Agreement.

32. Breach or Violation. In the event of a breach or violation of any term, covenant or condition of this Agreement, the party in breach or violation shall be liable to the non-breaching party for all damages sustained by the non-breaching party as a result of said violation or breach, including but not limited to all court costs and a reasonable attorneys fee incurred in any action brought by the non-breaching party to enforce the provisions of this Agreement.
33. Default and Termination. In addition to the rights and remedies provided for in paragraphs 31 and 32 above, a significant and material breach or violation of this Agreement by either party shall constitute a default hereunder and shall, entitle the non-breaching party to terminate this Agreement upon thirty (30) days written notice to the other party of the election to terminate if the breaching party fails to cure the breach during such thirty-day period. As used herein, a default by shall include:
- a. The failure of Republic to comply with any significant or material term, covenant or condition of this Agreement which continues for a period of thirty (30) days after written notice thereof by District to Republic, or in the case of a default incapable of being cured within thirty (30) days, the failure to commence such cure within thirty (30) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion,
 - b. The filing of a petition by or against Republic under any section or chapter of the present Federal Bankruptcy Act or any future such Act, or any similar statute of the United States or any state thereof which is not dismissed within sixty (60) days of its filing, or the adjudging of Republic to be bankrupt or insolvent under any section or chapter of the present Federal Bankruptcy Act or any future such Act, or any similar law of the United States or any state thereof,
 - c. Republic becomes insolvent, makes a transfer to defraud creditors or an assignment for the benefit of creditors, or a receiver or trustee is appointed for Republic or any assets of Republic, and such appointment is not vacated within thirty (30) days.
 - d. The failure of District to comply with any term, covenant or condition of this Agreement, which continues for a period of thirty (30) days after written notice thereof by Republic to District, or in the case of a default incapable of being cured within thirty (30) days, the failure to commence such cure within thirty (30) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion.

For purposes of this paragraph, the violation of any and all terms and conditions of this Agreement shall constitute a significant and material breach.

34. Force Majeure. Except for District's obligation to pay amounts due to Republic, any failure or delay in performance due to events beyond a Party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God (a "Force Majeure Event"), shall not constitute a breach of this Agreement. During any period when performance of a Party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided that the Party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The Party claiming inability to perform shall notify the other party as soon as practical after the beginning of the Force Majeure Event, and shall describe the event or circumstance constituting the claimed Force Majeure Event and the period of time during which the Force Majeure Event is anticipated to continue. The Parties shall make reasonable efforts to perform the obligations of this Agreement during the Force Majeure Event. A Party's reasonable partial performance under the circumstances of the Force Majeure Event shall not be considered a breach of performance or an event of default. If a Party incurs additional significant expenses in performing its obligations during a Force Majeure Event, the Parties shall negotiate in a good faith the reimbursement of all or a portion of those costs.
35. Number of Copies. This Agreement may be executed in any number of counterparts, all of which shall have the full force and effect of an original for all purposes.
36. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
37. Modification. This Agreement constitutes the entire agreement and understanding between the Parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.
38. Right to Require Performance. The failure of District at any time to require performance by Republic of any provision hereof shall in no way affect the right of District thereafter to enforce same.
39. Illegal Provisions. If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.
40. Judicial Interpretation. If any term or provision of this Agreement is submitted to a court for judicial interpretation, the parties hereto agree that such court shall not apply a presumption that said term or provision shall be more strictly construed against the Party who prepared the document containing said term or provision, resulting from the rule of construction that a document or its contents is to be

construed more strictly against the person who himself or through his agent prepared that same.

- 41. Notice. A letter addressed and sent by certified United States mail to either party at its business address shown below shall be sufficient notice whenever required for a purpose in this Agreement.

ADDRESS OF DISTRICT: Washington County Landfill
325 N. Landfill Rd.
Washington, UT 84770

ADDRESS OF REPUBLIC: 4487 S. River Road
St. George, UT 84770

IN WITNESS WHEREOF, District and Republic have executed this Agreement on the day and year first above written.

WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1:

Cheyne McDonald, Chairman

ATTEST:
(Seal)

Ruth Whitaker, Secretary

STATE OF UTAH)
:ss.
COUNTY OF WASHINGTON)

On the ____ day of _____, 2020, personally appeared before me CHEYNE McDONALD and RUTH WHITAKER, who being by me duly sworn did say, each for himself or herself, that the said CHEYNE McDONALD is Chairman and that the said RUTH WHITAKER is Secretary of Washington County Special Service District No. 1, and that the within and foregoing Residential Waste Collection Agreement was signed on behalf of said District by authority of a Resolution of its Administrative Control Board, and that said CHEYNE McDONALD and RUTH

EXHIBIT A

CITY	2020	House Count	Quarter	Year	Next Can
APPLE VALLEY	8	318	2	8	1000
ENTERPRISE	8	607	2	8	1000
HURRICANE	16	7045	6	24	8000
IVINS	16	3834	4	16	4000
LA VERKIN	8	1498	2	8	3000
LEEDS	8	337	2	8	1000
MT SPRINGS	4		1	4	1000
NEW HARMONY	8	103	2	8	1000
ROCKVILLE	8	153	2	8	1000
SANTA CLARA	16	2589	4	16	4000
SPRINGDALE	8	279	2	8	1000
ST GEORGE	40	34071	15	60	40000
TOQUERVILLE	8	622	2	8	1000
VEYO	4	163	1	4	1000
VIRGIN	8	250	2	8	1000
WASHINGTON	16	10622	10	40	12000
	184		59	236	

Note: Republic not responsible for payment of landfill disposal fees

EXHIBIT B

MSW & Recycling Services

	MSW	*REC	4 & 6 yds	8 yds	Roll-off*	3rd or more MSW	All Additional recycle
1-Jan-21	\$6.90	\$4.91	\$27.50	\$36.65	\$190.00	\$5.13	\$4.91
1-Jan-22	\$7.07	\$5.03	\$28.19	\$37.57	\$194.75	\$5.26	\$5.03
1-Jan-23	\$7.25	\$5.16	\$28.89	\$38.51	\$199.62	\$5.39	\$5.16
1-Jan-24	\$7.43	\$5.29	\$29.61	\$39.47	\$204.61	\$5.52	\$5.29
1-Jan-25	\$7.62	\$5.42	\$30.35	\$40.45	\$209.72	\$5.66	\$5.42
1-Jan-26	\$7.81	\$5.56	\$31.11	\$41.47	\$214.97	\$5.80	\$5.56
1-Jan-27	\$8.00	\$5.69	\$31.89	\$42.50	\$220.34	\$5.95	\$5.69
1-Jan-28	\$8.20	\$5.84	\$32.69	\$43.57	\$225.85	\$6.10	\$5.84
1-Jan-29	\$8.41	\$5.98	\$33.51	\$44.65	\$231.50	\$6.25	\$5.98
1-Jan-30	\$8.62	\$6.13	\$34.34	\$45.77	\$237.28	\$6.41	\$6.13

Notes:

1. Rates shown in this table include a 2.5% annual increase
2. Recycling rate shown above assumes a participation level of 51% or more of all residences; the actual rate depends on actual residence participation level in accordance with Recycling Rates Table shown below.
3. Roll-off disposal fees are incurred by the District
4. In the event that recycling collection services are suspended or terminated under paragraph 4. b. of Agreement, MSW rate shall be subject to an increase in an amount equal to \$.25 per month per residence except for residences in Enterprise, Apple Valley, New Harmony and the unincorporated areas of Washington County.
5. Rate for additional MSW or Recycling containers determined by referring to rate in effect as of date container is provided, subject to 2.5% annual increase, as shown above

EXHIBIT B, Cont'd

Recycling Rates Table

Year	Tier 1 (51% or more of residences)	Tier 2 (41%– 51% of residences)	Tier 3 (34%- 41% of residences)
February 1, 2021	\$4.91	\$5.35	\$5.91
January 1, 2022	5.03	5.48	6.06
January 1, 2023	5.16	5.62	6.21
January 1, 2024	5.29	5.76	6.36
January 1, 2025	5.42	5.91	6.52
January 1, 2026	5.56	6.05	6.69
January 1, 2027	5.69	6.20	6.85
January 1, 2028	5.84	6.36	7.03
January 1, 2029	5.98	6.52	7.20
January 1, 2030	6.13	6.68	7.38

Notes:

1. The percentage of residential participation shall be based on all residences in District, excluding residences in Enterprise, Apple Valley, New Harmony and in the unincorporated area of Washington County.
2. Below a participation level equal to 34% of all residences, District and Republic will negotiate a reasonable recycling rate
3. All recycling rates subject to a 2.5% annual increase, which is included in above Recycling Rates Table
4. Rates for Tier 2 and Tier 3 require a 50% rate of residence participation in Virgin, Rockville, & Springdale area in order for this area to receive recycling collection services at Tier 2 or Tier 3 rates
5. If/when the participation level reaches the level for inclusion in the next higher Tier of pricing, the recycling rate shall be adjusted to the amount in said next higher Tier as of the date that said participation level is achieved.

Residential Waste Collection Agreement Summary of Services and Residential Rates

1. 10 year agreement, from February 1, 2021 through December 31, 2030
2. Includes curbside collection of:
 - basic household garbage, rubbish and trash on weekly basis
 - bulky waste placed at curb on a weekly basis
 - recyclable materials every two weeks
3. Free dumping of excess residential waste hauled to landfill by residents
4. Municipal cleanup assistance
5. Billing and collection done by cities and towns

• components of fee:	<u>Current</u>	<u>Year 1</u>
- amount paid to Republic for basic service (includes 2 containers)	\$6.70	\$ 6.90 *
- amount to offset district administrative costs	4.45	4.55 **
- amount to offset costs of city billing and collection	-	- ***
- amount paid to Republic for recycling (includes 1 container)	2.94	4.91 ****
- cost of recycling container		.75

- * subject to 2.5% annual increase and \$.25 increase if recycling goes away during contract term
- ** subject to increase of \$.10 per year
- *** actual amount determined by city or town
- **** dependent on percentage of residences participating in recycling (see chart) and subject to 2.5% annual increase
plus additional cost for additional containers

6. Recycling Optional
 - Agreement provides residents with an option for recycling, based on notion that recycling rates should reflect the true cost of recycling
 - 90-day opt out period from 9/1/2020 through 11/30/2020 (see Opt Out Rules below)
 - actual recycling fee determined by residence participation rate (see chart below)
 - may be terminated at any time by mutual consent of District and Republic, or by either party with 180-day notice after 3 years.
 - If/when the participation level reaches the level for inclusion in the next higher Tier of pricing, the recycling rate shall be adjusted to the amount in said next higher Tier as of the date that said participation level is achieved.

Year	Tier 1 (more than 51%)	Tier 2 (41% – 51%)	Tier 3 (34% to 41%)
February 1, 2021	\$4.91 + .75 = 5.66	\$5.35 + .75 = 6.10	\$5.91 + .75 = 6.66
January 1, 2022	5.03 + .75 = 5.78	5.48 + .75 = 6.23	6.06 + .75 = 6.81
January 1, 2023	5.16 + .75 = 5.91	5.62 + .75 = 6.37	6.21 + .75 = 6.96
January 1, 2024	5.29 + .75 = 6.04	5.76 + .75 = 6.51	6.36 + .75 = 7.11
January 1, 2025	5.42 + .75 = 6.17	5.91 + .75 = 6.66	6.52 + .75 = 7.27
January 1, 2026	5.56 + .75 = 6.31	6.05 + .75 = 6.80	6.69 + .75 = 7.44
January 1, 2027	5.69 + .75 = 6.44	6.20 + .75 = 6.95	6.85 + .75 = 7.60
January 1, 2028	5.84 + .75 = 6.59	6.36 + .75 = 7.11	7.03 + .75 = 7.78
January 1, 2029	5.98 + .75 = 6.73	6.52 + .75 = 7.27	7.20 + .75 = 7.95
January 1, 2030	6.13 + .75 = 6.88	6.68 + .75 = 7.43	7.38 + .75 = 8.13

Recycling Opt Out Rules and Guidelines:

1. Residences in Enterprise, Apple Valley, New Harmony and the unincorporated areas of County (hereafter referred to as “excluded areas”) shall be excluded from the recycling program. Residences in all other areas of the District (hereafter referred to as “included areas”) shall be included in the recycling program.

2. The election to opt out shall be made by the owner of the residence or by such other person designated in writing by the owner as approved by city/town where residence is located.
3. All residences/residents who do not opt out by November 30, 2020 shall be included in the recycling program for the contract period unless they move to an excluded area.
4. Residents who opt out on or before November 30, 2020, as determined by City, may opt in at any time but thereafter shall be included in the recycling program for the remaining contract period unless they move to an excluded area.
5. Residents who move from an excluded area to an included area shall be included in recycling for the contract period for as long as they remain in an included area.
6. New residents, i.e., people who move from outside the District to a residence in an included area, or people who move from within the District to a new residence in an included area regardless of the prior election to opt out, shall be automatically included in the recycling program for as long as they remain in an included area.

7. Approximate Comparison of Current Rate with Contract Rates (approximate)

**Comparison of Rates
(Estimate)**

City/Town	Basic (current)	w/ Recycling (current)	Basic (Year 1)*	w/Recycling (Year 1)**	Basic (Year 10)*	w/Recycling (Year 10)***
St. George	12.10	15.23	12.40 (+.30)	18.25 (+3.02)	14.12 (+1.72)	21.19 (+2.94)
Hurricane	-	15.09	12.45	18.11	14.17	21.05
LaVerkin	12.45	15.57	12.75	18.59	14.47	21.53
Springdale	-	15.52	12.88	18.54	14.60	21.48
Washington	12.60	16.10	12.90	19.12	14.62	22.06
Santa Clara	12.35	15.47	12.65	18.49	14.37	21.43
Ivins	-	16.04	13.40	19.06	15.12	22.00
Enterprise	13.35	-	13.65	-	15.37	-
Apple Valley	12.50	-	12.80	-	14.42	-
Virgin	11.15	14.34	11.45	17.36	13.17	20.30
Rockville	12.10	15.04	12.40	18.06	14.22	21.00
Toquerville	11.65	14.65	11.95	17.67	13.67	20.61
New Harmony	12.00	-	12.30	-	14.02	-
Leeds	13.25	16.19	13.55	19.21	15.27	22.15
County	11.65	-	11.95	-	13.67	-

* Assumes no additional increase in city/town or district admin fee

**Assumes Tier 1 pricing and no additional increase in city/town or district admin fees

***Assumes Tier 1 pricing, no additional increase in city/town or district admin fees, and that recycling doesn't go away during term of agreement

From: Redrox Music Festival <redroxmusicfestival@gmail.com>

Sent: Tuesday, July 7, 2020 5:47 PM

To: rsanders@springdaletown.com; [REDACTED];
ssmith@springdaletown.com; selger@springdaletown.com

Cc: rgubler@springdaletown.com; [REDACTED]

Subject: Re: COVID-19 Update

Hi Robyn & Ryan-

I hope this note finds you and yours healthy and well. Thanks again for the COVID update information, we have been following State & County regulations closely and understand that the 50-person gathering limit is based on Governor Herbert's yellow (low risk) phase recommendations, and that pandemic circumstances could improve or worsen between now and early November. We really appreciate the Town of Springdale's proactive approach in implementing public health measures stricter than many other parts of the state, with so many folks visiting Zion's Park, it only makes sense!

Anyhow, Hillary, Jandy, and I just met this morning and are wondering, given the 80,000+ square foot size of the ballpark, if there would be any possibility of holding an event with up to 400 people. The health and safety of everyone involved is very important to us as well, so we've done a bit of thinking and research and looked to the Salt Lake City Farmers Market guidelines for an example of how we could pull off a celebratory and safe event.

We also completely understand that as the situation changes, the event could be canceled or altered, but, for now, we've adapted the market guidelines (below) and would really appreciate the opportunity to discuss the possibility of a larger event. Could we potentially set up a phone call or zoom meeting within the next week or so with you, anyone else in the Town (I've cc'd the Mayor and Council Member Elger on this note as they are the press release contacts), and/or Health Department? Please let us know when would be convenient for you, and we'll look forward to talking.

Here is a rough draft of the public health/social distancing measures we will plan to implement:

These protocols and guidelines are based on recommendations from the Utah Department of Agriculture and Food, the Southwest Utah Public Health Department and the Centers for Disease Control. These regulations are subject to change as new information is generated and public health trends change.

1. People will not attend The Redrox Music Festival if not feeling well - temperature checks will be conducted at the gates; ticket refunds will be given to anyone who is unable to attend or turned away due to illness.
2. Attendees will maintain a minimum of 6-feet of social distance - seating areas will be marked and separated. 12' x 12' to 15' x 15' spaces will be marked off - volunteer ushers will assist with assigned and general admission seating.
3. Attendees & staff will wear masks or face coverings at all times except when within assigned seating space.
4. Attendees & staff will wash or sanitize hands often - Redrox will provide multiple hand washing/sanitizing stations - near porta-potties, food service, beer & wine service, and ticket booths.
5. No pets will be allowed with the exception of service animals that are trained to respond to a specific medical condition.
6. Attendees will observe one-way foot traffic flow - signs and arrows will be posted - volunteers will help guide attendees.
7. Vendor booths will be spaced 20-feet apart.
8. Booths will have a delineated queue line and clear markings to ensure physical distancing.
9. Attendees will be encouraged to use a credit card, debit card, cashless app or exact change whenever possible.

10. Vendors and staff will be required to wear masks and use gloves when appropriate.

11. Vendors and staff will sanitize surfaces and porta-potties every 30-minutes.

12. Each vendor will be required to have their own hand washing or sanitizing station.

13. Vendors, attendees and staff will be sent home if they present any signs of illness.



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: August 7, 2020
Re: August 12, 2020 Town Council Meeting
Housing Plan Input – Consideration of the Town’s Definition of “Affordable” Housing

Executive Summary

The Town’s housing consultant, Zions Public Finance (ZPFI), is nearing the conclusion of the housing study. To aid the consultant in formulating Springdale specific recommendations and strategies the Council should provide input on Town’s housing policy goals, particularly concerning affordable housing.

The term “affordable housing” has a range of connotative meanings, and is used in vernacular to describe a number of different housing types and policies. The Council should determine what the term “affordable housing” means in relation to housing policy in Springdale.

Background

The Town has adopted a number of policies and ordinances related to affordable housing, including:

- General Plan Priority 6: Housing Diversity and Affordability
- General Plan Goal 5.2: Affordable Housing
- General Plan Goal 5.3: Employee Housing
- Town Code Chapter 6A: Affordable Housing
- Town Code Chapter 13D: Moderate Income Housing Development Overlay Zone
- Town Code Section 10-22-15: Accessory Dwelling Units
- Resolution 2013-14: Employee Housing Impact Fee Deferral Policy
- Red Hawk at Springdale Development Agreement

All these policies are aimed at increasing the diversity of housing in Springdale with the goal of making housing affordable for a wider market. While these policies are all aimed at increasing the supply of affordable housing, none of them establish a Town-wide standard for what “affordable housing” means. This has led to confusion among policy makers and the general public regarding the Town’s housing goals.

The Town has hired a consultant to help refine the Town’s housing policies, and to recommend additional housing strategies to help accomplish the Town’s housing goals. In order to make the study recommendations as effective as possible it is important for the Council to clarify the Town’s priorities concerning affordable housing. Having a clear understanding of what “affordable housing” really means will help in this process.

The Council should determine what groups the Town’s affordable housing policies should be geared toward. The Council should also determine what the housing needs of these groups are.

Definition of Affordable Housing

When used by housing experts, the term “affordable housing” simply means housing which costs no more than 30% of a household’s gross monthly income. Rent/mortgage, property insurance, property taxes, and utilities are all included in the calculation of housing costs to determine housing affordability. Thus, when used in a technical housing policy setting, the term “affordable housing” is income agnostic. In other words, affordable housing is as much of an issue for someone with a six-figure income as it is for low wage workers.

However, in common usage the term “affordable housing” has many different connotations. It can be used to refer to subsidized low-income housing. It can be used to refer to housing provided by a community development housing organization, such as Habitat for Humanity. It can be used to refer to high-density apartments. It is frequently used as a general pejorative term for any housing that is objectional to a community because of the housing type or income level of the occupants.

The Town has traditionally used the term “affordable housing” to mean housing that is affordable (not costing more than 30% of gross monthly income) for households with annual incomes at or below the median income for Washington County (currently in the mid \$60K range)^{1,2}.

For illustrative purposes, manager and supervisor positions at Town businesses are typically around the median income range. Entry level and service-oriented positions are generally much lower.

Direction on “Affordable” Housing

To help inform the recommendations of the current housing study, the Council should give direction on the primary affordable housing goals for the Town. Which groups should the Town give primary attention to in affordable housing policy?

- Service workers (Dishwashers, housekeepers, etc.) / service providers (Guides, restaurant servers, shuttle drivers, etc.)
- Managers and supervisors
- Small business owners
- Individuals
- Families
- Retirees
- Seniors
- Others
- None of these

Once the Council has identified which groups should be the focus of the housing study recommendations staff will forward this information to the housing consultant to help the study recommendations respond to the Town’s policy objectives.

The Council may also wish to start using the term “attainable” housing to avoid the confusion and multiple connotations of affordable housing.

¹ See section 10-6A-1 of the Town Code.

² ZPFI has done a market analysis showing what households at this income level can afford to spend on housing, and what housing options are available in this range. These findings will be included in ZPFI’s report.



Staff Report

To: Mayor and Town Council
From: Darci Carlson, Town Clerk
Date: August 7, 2020
Re: **Allowance for electronic meetings without an anchor location**

In the special session of the Legislature held June 18, 2020, the House and Senate passed HB 5002 which amends the open and public meetings act to allow an electronic meeting to be held without an anchor location under certain circumstances where there is a substantial risk to health and safety.

This proposed ordinance change would update the Town of Springdale code section pertaining to *Meetings Procedure and Conduct* and directly tie the amended language to Utah Code Sections 52-4-207 and 52-4-202. The provision allows an electronic meeting to be held without an anchor location if the chair of the public body make a written determination supported by stated facts that conducting the meeting with an anchor presents a substantial risk to the health and safety of those who may be present. This written determination expires 30 days after the day on which the determination was made. In addition, the changes also enact requirements which specify an allowance be made to give the public the ability to view, hear, and make comments during the open portion of an electronic meeting without an anchor location.

In addition, Council will note additional portions of Town Code section 1-5-5 have been 'cleaned up' to be in conformance with State code.



ORDINANCE 2020-06

**AN ORDINANCE AMENDING SECTION 1-5-5 OF THE TOWN CODE
INCLUDING MAKING ACCOMODATIONS TO HOLD
PUBLIC MEETINGS WITHOUT AN ANCHOR LOCATION IN
ACCORDANCE WITH UTAH STATE CODE**

WHEREAS, the Town and State have recently enacted various provisions, including the use of electronic meetings to prevent and control the spread of the novel coronavirus, which has altered the way in which the public interacts with the Town Council; and

WHEREAS, recent changes to Utah Code sections 52-4-202 and 52-4-207 (HB 5002) provide for an electronic meeting of a public body without an anchor location if certain requirements are met; and

WHEREAS, in light of the health and safety concerns related to the novel coronavirus, the public businesses of the municipality must continue in an efficient and effective way and it may be necessary to forgo an anchor location for a public meeting and hold an electronic meeting without an anchor location to safeguard the health of our community; and

WHEREAS, the Town Council has determined that other changes to Section 1-5-5 of the Town Code are necessary to bring the code into conformance with State Code;

NOW THEREFORE BE IT ORDAINED, by the Springdale Town Council that Section 1-5-5 of the Town Code is amended as follows:

1-5-5: MEETINGS; PROCEDURE AND CONDUCT:

A. Regular Meetings: The town council shall hold one regularly scheduled meeting per month, which shall be held at ~~Springdale Town Hall, 118~~the Canyon Community Center, 126 Lion Boulevard, Springdale, Utah, on a day and at a time established by the town council on at least an annual basis and noticed pursuant to section D herein.

1. If the meeting date is a legal holiday, then the meeting shall be held at the same time and place above described on an alternate date determined by the town council.

2. Upon approval of each member, the town council may provide for a different time and place for holding any regular meeting in any given month, provided notice of the change and of the new meeting time and place are noticed pursuant to Section D. ~~is posted at the town hall, the post office and the bank no later than the Friday preceding the meeting.~~

B. 3-Special and Work Meetings The town council may also call for and hold special and work meetings as deemed necessary to discuss matters of town business, ~~the said~~ Said meetings shall be held at the Canyon Community Center 126 Springdale Town Hall, 118 Lion Boulevard, and shall be noticed in compliance with pursuant to section D. open meeting regulations, Utah Code Annotated sections 52-4-1 et seq., and 10-3-502.

~~—B.— Special Meetings: If at any time the business of the town requires a special meeting of the town council, such meeting may be ordered by the mayor or any two (2) members of the town council. The order shall be entered into the minutes of the town council. The order shall provide at least three (3) hours' notice of the special meeting and notice thereof shall be served by the town clerk on each member who did not sign the order by delivering the notice personally or by leaving it at the member's usual place of abode. The personal appearance by a council member at any specially called meeting constitutes a waiver of the notice required in this subsection.~~

C. Electronic Meetings: The town council may convene and conduct an electronic meeting with or without an anchor location in accordance with Utah Code Annotated 52-4-202 and 52-4-207 as amended.

1. A quorum of the council must be present, either in person at the anchor location or by electronic participation. ~~At a minimum, two (2) council persons must be in attendance at the anchor location.~~ If, for any reason, lack of communication with a member of the council causes a lack of a quorum, no additional business may be conducted until the quorum can be reconstituted. Business already conducted remains valid and binding.

2. For meetings with an anchor location, Aa council member must give notice to the town clerk as to what electronic means they intend to utilize to attend a meeting at least forty-eight (48) hours prior to the meeting to allow for arrangements to be made for the electronic meeting.

3. ~~One~~ The primary anchor location for electronic meetings shall be the Canyon Community Center, 126 Springdale Town Hall, 118 Lion Boulevard. Other locations may be deemed acceptable as required by circumstances, as long as adequate facilities are provided for public participation. ~~Public participation is limited to the anchor location.~~

4. Electronic meetings may be prohibited or limited based on budget, public policy or logistical circumstances.

5. Notice of the electronic meeting is to be given pursuant to ~~Utah Code Annotated 52-4-207 and 52-4-202~~ Section D.

D. Notice: The town council shall give notice of meetings in compliance with open meeting regulations, Utah Code Annotated 52-4-1 et seq. and 10-3-502. As a minimum, the notice shall give not less than 24 hours' public notice of each meeting and shall include the agenda, date, time and place of the meeting, and shall be posted at the principal office of the town council, on the Utah Public Notice website, and provided to a local media correspondent.

E. Open Meetings; Exceptions: Every meeting is open to the public, unless closed pursuant to Utah Code Annotated sections 52-4-4 and 52-4-5.

EF. Quorum:

1. Defined: The number of members of the town council necessary to constitute a quorum is three (3) or more.

2. Necessary: No action of the town council shall be official or of any effect, except when a quorum of the members is present. Fewer than a quorum may adjourn from time to time.

3. Compelling Attendance: The town council shall have the power to compel the attendance of its own members and provide such penalties as it deems necessary for the failure to comply therewith.

FG. Voting:

1. How Vote Taken: A roll call vote shall be taken and recorded for all ordinances, resolutions and any action which would create a liability against the town and in any other case at the request of any member of the town council by a "yes" or a "no" vote and shall be recorded. Every resolution or ordinance shall be in writing before the vote is taken.

2. Minimum Vote Required: The minimum number of "yes" votes required to pass any ordinance, resolution or to take any action by the town council, unless otherwise prescribed by law, shall be a majority of the members of the quorum, but shall never be less than three (3).

a. Any ordinance, resolution or motion of the town council having fewer favorable votes than required herein shall be deemed defeated and invalid, except a meeting may be adjourned to a specific time by a majority vote of the town council even though such majority vote is less than that required herein.

b. A majority of the members of the town council, regardless of number, may fill any vacancy in the town council.

3. Reconsideration: Any action taken by the town council shall not be reconsidered or rescinded at any special meeting unless the number of members of the town council present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

GH. Record Of Proceedings: The town council shall keep a journal of its proceedings. The books, records, accounts and documents of the town shall be kept at the office of the town clerk and approved copies shall be open and available to the public during regular business hours for examination and copying. The town council may by resolution establish reasonable charges for providing copies of its public records to individuals, except when by law the town must provide the records without cost to the public.

HI. Procedure; Conduct:

1. Rules Of Procedure: The procedure governing meetings of the town may be established by resolution.

2. Rules Of Conduct:

a. The town council may fine or expel any member for disorderly conduct on a two-thirds ($\frac{2}{3}$) vote of the members of the town council.

b. The town council, on a two-thirds ($\frac{2}{3}$) vote, may expel any person who is disorderly during the meeting of the town council. This subsection or any action taken by the town council pursuant hereto, shall not preclude prosecution under any other provision of law.

IJ. Action On Committee Reports: Final action on any report of any committee appointed by the town council shall be deferred to the next regular meeting of the town council on the request of any two (2) members, except that the town council may call a special meeting to consider final action.

K. Requiring Attendance Of Witness; Production Of Evidence: The town council may require the attendance of any person to give testimony or produce records, documents or things for inspection, copying or examination necessary or useful for the governance of the town. The town council may by ordinance establish its own procedures for issuing subpoenas to require attendance and production under this subsection or it may issue subpoenas in its own name in the same manner as is provided in the Utah rules of civil procedure. (Ord. 2009-10, 11-18-2009)

PASSED AND ADOPTED by the Springdale Town Council the 12th day of August, 2020. This ordinance shall be effective upon passage and posting.

By: _____
Mayor Stanley J. Smith

Attest:

Darci Carlson, Town Clerk

ROLL CALL VOTE		
R. Aton	Yes	No
S. Elger	Yes	No
A. Player	Yes	No
S. Smith	Yes	No
L. Zumpft	Yes	No

CERTIFICATE OF POSTING

I, Darci Carlson, acting on behalf of the Town of Springdale, hereby certify that accurate copies of Ordinance 2020-06, were posted at three places within the municipality: Springdale Town Hall, Springdale Post Office, and the Canyon Community Center on the ____ day of _____, 2020.

Darci Carlson, Town Clerk

1 **OPEN AND PUBLIC MEETINGS ACT AMENDMENTS**

2 2020 FIFTH SPECIAL SESSION

3 STATE OF UTAH

4 **Chief Sponsor: Val K. Potter**

5 Senate Sponsor: Wayne A. Harper

7 **LONG TITLE**

8 **General Description:**

9 This bill amends provisions of the Open and Public Meetings Act in relation to an
10 anchor location for an electronic meeting.

11 **Highlighted Provisions:**

12 This bill:

13 ▶ modifies notice provisions relating to electronic meetings held without an anchor
14 location;

15 ▶ enacts requirements relating to the public's ability to view or hear, and make
16 comments during, the open portion of an electronic meeting held without an anchor
17 location; and

18 ▶ permits a public body to hold an electronic meeting without an anchor location if
19 the chair of the public body:

20 • makes a written determination, supported by stated facts, that conducting the
21 meeting with an anchor location presents a substantial risk to the health and
22 safety of those who may be present at the anchor location; and

23 • complies with certain public notice requirements.

24 **Money Appropriated in this Bill:**

25 None

26 **Other Special Clauses:**

27 This bill provides a special effective date.

28 **Utah Code Sections Affected:**

29 AMENDS:

30 [52-4-202](#), as last amended by Laws of Utah 2016, Chapter 77

31 [52-4-207](#), as last amended by Laws of Utah 2011, Chapter 31

32

33 *Be it enacted by the Legislature of the state of Utah:*

34 Section 1. Section **52-4-202** is amended to read:

35 **52-4-202. Public notice of meetings -- Emergency meetings.**

36 (1) (a) (i) A public body shall give not less than 24 hours' public notice of each
37 meeting.

38 (ii) A specified body shall give not less than 24 hours' public notice of each meeting
39 that the specified body holds on the capitol hill complex.

40 (b) The public notice required under Subsection (1)(a) shall include the meeting:

41 (i) agenda;

42 (ii) date;

43 (iii) time; and

44 (iv) place.

45 (2) (a) In addition to the requirements under Subsection (1), a public body which holds
46 regular meetings that are scheduled in advance over the course of a year shall give public
47 notice at least once each year of its annual meeting schedule as provided in this section.

48 (b) The public notice under Subsection (2)(a) shall specify the date, time, and place of
49 the scheduled meetings.

50 (3) (a) A public body or specified body satisfies a requirement for public notice by:

51 (i) posting written notice:

52 (A) except for an electronic meeting held without an anchor location under Subsection
53 [52-4-207\(4\)](#), at the principal office of the public body or specified body, or if no principal
54 office exists, at the building where the meeting is to be held; and

55 (B) on the Utah Public Notice Website created under Section [63F-1-701](#); and

56 (ii) providing notice to:

57 (A) at least one newspaper of general circulation within the geographic jurisdiction of

58 the public body; or

59 (B) a local media correspondent.

60 (b) A public body or specified body is in compliance with the provisions of Subsection
61 (3)(a)(ii) by providing notice to a newspaper or local media correspondent under the provisions
62 of Subsection 63F-1-701(4)(d).

63 (c) A public body whose limited resources make compliance with Subsection
64 (3)(a)(i)(B) difficult may request the Division of Archives and Records Service, created in
65 Section 63A-12-101, to provide technical assistance to help the public body in its effort to
66 comply.

67 (4) A public body and a specified body are encouraged to develop and use additional
68 electronic means to provide notice of their meetings under Subsection (3).

69 (5) (a) The notice requirement of Subsection (1) may be disregarded if:

70 (i) because of unforeseen circumstances it is necessary for a public body or specified
71 body to hold an emergency meeting to consider matters of an emergency or urgent nature; and

72 (ii) the public body or specified body gives the best notice practicable of:

73 (A) the time and place of the emergency meeting; and

74 (B) the topics to be considered at the emergency meeting.

75 (b) An emergency meeting of a public body may not be held unless:

76 (i) an attempt has been made to notify all the members of the public body; and

77 (ii) a majority of the members of the public body approve the meeting.

78 (6) (a) A public notice that is required to include an agenda under Subsection (1) shall
79 provide reasonable specificity to notify the public as to the topics to be considered at the
80 meeting. Each topic shall be listed under an agenda item on the meeting agenda.

81 (b) Subject to the provisions of Subsection (6)(c), and at the discretion of the presiding
82 member of the public body, a topic raised by the public may be discussed during an open
83 meeting, even if the topic raised by the public was not included in the agenda or advance public
84 notice for the meeting.

85 (c) Except as provided in Subsection (5), relating to emergency meetings, a public

86 body may not take final action on a topic in an open meeting unless the topic is:

87 (i) listed under an agenda item as required by Subsection (6)(a); and

88 (ii) included with the advance public notice required by this section.

89 (7) Except as provided in this section, this chapter does not apply to a specified body.

90 Section 2. Section **52-4-207** is amended to read:

91 **52-4-207. Electronic meetings -- Authorization -- Requirements.**

92 (1) Except as otherwise provided for a charter school in Section **52-4-209**, a public
93 body may convene and conduct an electronic meeting in accordance with this section.

94 (2) (a) A public body may not hold an electronic meeting unless the public body has
95 adopted a resolution, rule, or ordinance governing the use of electronic meetings.

96 (b) The resolution, rule, or ordinance may:

97 (i) prohibit or limit electronic meetings based on budget, public policy, or logistical
98 considerations;

99 (ii) require a quorum of the public body to:

100 (A) be present at a single anchor location for the meeting; and

101 (B) vote to approve establishment of an electronic meeting in order to include other
102 members of the public body through an electronic connection;

103 (iii) require a request for an electronic meeting to be made by a member of a public
104 body up to three days prior to the meeting to allow for arrangements to be made for the
105 electronic meeting;

106 (iv) restrict the number of separate connections for members of the public body that are
107 allowed for an electronic meeting based on available equipment capability; or

108 (v) establish other procedures, limitations, or conditions governing electronic meetings
109 not in conflict with this section.

110 (3) A public body that convenes or conducts an electronic meeting shall:

111 (a) give public notice of the meeting:

112 (i) in accordance with Section **52-4-202**; and

113 (ii) except for an electronic meeting held without an anchor location under Subsection

114 (4), post written notice at the anchor location;

115 (b) in addition to giving public notice required by Subsection (3)(a), provide:

116 (i) notice of the electronic meeting to the members of the public body at least 24 hours
117 before the meeting so that they may participate in and be counted as present for all purposes,
118 including the determination that a quorum is present; and

119 (ii) a description of how the members will be connected to the electronic meeting;

120 (c) except for an electronic meeting held without an anchor location under Subsection
121 (4), establish one or more anchor locations for the public meeting, at least one of which is in
122 the building and political subdivision where the public body would normally meet if they were
123 not holding an electronic meeting;

124 (d) (i) provide space and facilities at the anchor location so that interested persons and
125 the public may attend and monitor the open portions of the meeting; or

126 (ii) for an electronic meeting held without an anchor location under Subsection (4),
127 provide means by which the public may hear, or view and hear, the open portions of the
128 meeting; and

129 (e) if comments from the public will be accepted during the electronic meeting[~~;~~];

130 (i) provide space and facilities at the anchor location so that interested persons and the
131 public may attend, monitor, and participate in the open portions of the meeting[~~;~~]; or

132 (ii) for an electronic meeting held without an anchor location under Subsection (4),
133 provide means by which members of the public may provide comments by electronic means to
134 the public body.

135 (4) A public body may convene and conduct an electronic meeting without an anchor
136 location if the chair of the public body:

137 (a) makes a written determination that conducting the meeting with an anchor location
138 presents a substantial risk to the health and safety of those who may be present at the anchor
139 location;

140 (b) states in the written determination described in Subsection (4)(a) the facts upon
141 which the determination is based;

142 (c) includes in the public notice for the meeting, and reads at the beginning of the
143 meeting, the information described in Subsections (4)(a) and (b); and

144 (d) includes in the public notice information on how a member of the public may view
145 or make a comment at the meeting.

146 (5) A written determination described in Subsections (4)(a) and (b) expires 30 days
147 after the day on which the chair of the public body makes the determination.

148 [~~4~~] (6) Compliance with the provisions of this section by a public body constitutes
149 full and complete compliance by the public body with the corresponding provisions of Sections
150 52-4-201 and 52-4-202.

151 Section 3. **Effective date.**

152 If approved by two-thirds of all the members elected to each house, this bill takes effect
153 upon approval by the governor, or the day following the constitutional time limit of Utah
154 Constitution, Article VII, Section 8, without the governor's signature, or in the case of a veto,
155 the date of veto override.



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: August 7, 2020
Re: August 12, 2020 Town Council Meeting
**Commemorative Monument Design Standards
Recommendation for Use of Historic Ditch Stone on Monuments
Request for Town Funding of Commemorative Monuments**

Executive Summary

The Town has received two requests to use historic irrigation ditch stone on commemorative monuments. One is for the official National Register of Historic Places plaque at the Under the Eaves Inn. The other is for a plaque highlighting the Lion Boulevard light base mosaic tile project.

The Historic Preservation Commission (HPC) reviewed these requests and made the following recommendations:

- 1) Historic ditch stone should be used on the Under the Eaves monument.
- 2) Historic ditch stone should not be used on the Lion Boulevard light base monument.
- 3) There should be a standardized design for commemorative stone monuments in Springdale.
 - a. The standardized monuments should be made of historic ditch stone.
 - b. Requests for the use of historic ditch stone in the monuments should be submitted to the HPC for review.
 - c. Costs of construction of the stone monuments should be approved and funded by the Town Council, and monument construction should be done under the direction of the Town Staff.

Background

The Town has policy for use of historic irrigation ditch stone (see attached HPC meeting minutes). According to this policy, the HPC makes recommendations to the Town Council on the use of the stone. The HPC feels strongly that the use of historic irrigation ditch stone should be limited to projects with a strong tie to the Town's history.

In reviewing the two requests for use of ditch stone referenced above, the HPC determined the Under the Eaves monument has a tie to the Town's history (as evidenced by the listing on the National Register of Historic Places). However, the Lion Boulevard light base project did not have a tie to history. For this reason the HPC recommended approval of using the ditch stone on the Under the Eaves monument, but not on the light base monument.

The HPC also recommended a consistent design to commemorative stone monuments in Springdale to give predictability and identifiability to important monuments and displays. The HPC recommends a monument style based on the stone monument in the center of Town containing the plaque on the history of the stone ditches (see example in attached HPC packet material).

To ensure consistency in quality and construction standards, the HPC recommends the stone monuments be funded by the Town, with construction oversight by Town staff.

Town staff has requested bids for the construction of the stone monuments. The costs to construct the monuments range between \$2,200 and \$3,800, depending on monument size. (Note that these costs assume “worst case scenario.” The historic irrigation stone is irregular in shape and difficult to fit into a pattern on a stone monument. It is possible ditch stone is not feasible to be included in the monuments. These costs are inclusive of new stone. The costs could be reduced depending on the amount of irrigation stone able to be used.)

Council Action

The Town Council should:

- 1- Determine whether or not to allow historic irrigation stone to be used on:
 - a. The Under the Eaves National Register of Historic Places commemorative plaque (HPC recommends yes)
 - b. The Lion Boulevard light base tile mosaic project commemorative plaque (HPC recommends no)
- 2- Determine if a standardized design for stone commemorative stone monuments should be adopted (HPC recommends yes)
- 3- Determine whether or not to fund and manage the construction of the stone monuments (HPC recommends yes)



HISTORIC IRRIGATION DITCH STONE USE REQUEST FORM

Name of Organization: Red Rock Weavers Guild	
Primary Contact Name: Cornelia Kallerud & Jan Passek	
Phone Number: [REDACTED]	Email: [REDACTED]
Small monument with plaque to commemorate the RAP tax funded Lion Boulevard Lamppost Mosaic Project.	
Location of project: On Lion Boulevard, possibly near the Town Hall location so the monument is situated between Phase 1 and Phase 2 of the project.	
Statement of how this project would benefit the Town of Springdale: The monument and plaque would provide explanation and interpretation of the origins of the project and emphasize the community-driven effort that went into making it a reality. The uniqueness of the mosaics are worthy of permanent acknowledgment. This will provide residents and visitors insight into the inspirational and funding aspects of the project.	
Approximate amount of stone to be used (in square feet): Approximately 9 cubic feet for a 3' x 2' x 1.5' monument	
Requestor's Signature: Jan Passek (approved via email)	Date: 6/18/20

Please attach a rendering/drawing of the proposed design with this request form.

This form will be submitted to the Historic Preservation Commission for review and evaluation. The information provided herein will help the Commission make a recommendation to the Town Council for final review and approval. Please contact the Clerk's office at (435) 772-3434 for a timeline of the review process.



HISTORIC IRRIGATION DITCH STONE USE REQUEST FORM

Name of Organization:	
Primary Contact Name:	
Phone Number:	Email:
Description of Project:	
Location of project:	
Statement of how this project would benefit the Town of Springdale:	
Approximate amount of stone to be used (in square feet):	
Requestor's Signature:	Date:

Please attach a rendering/drawing of the proposed design with this request form.

This form will be submitted to the Historic Preservation Commission for review and evaluation. The information provided herein will help the Commission make a recommendation to the Town Council for final review and approval. Please contact the Clerk's office at (435) 772-3434 for a timeline of the review process.



Memorandum

To: Historic Preservation Commission
From: Thomas Dansie, Director of Community Development
Date: June 19, 2020
Re: June 22, 2020 Historic Preservation Commission Meeting
Standardized Monument Design Using Historic Irrigation Ditch Stone

Executive Summary

The Town has a stockpile of stone from the historic irrigation ditches that used to line the highway. This stone was removed as part of the 2018 SR-9 reconstruction project. The stone was preserved and stockpiled for future use in town projects, particularly those with a connection to Town history.

Town staff proposes one of the uses for this stone could be for monuments containing plaques commemorating historic, cultural, or other important features. Staff suggests a standard design for such monuments could create a consistent and predictable look and feel for monuments and informative plaques through the Town.

The HPC should decide whether or not to authorize future use of historic irrigation ditch stone to be used in a standardized design for plaques and monuments. If so, the Commission could pass the following motion:

The HPC recommends to the Town Council:

- 1) *A standardized monument style (as shown in this staff report) be adopted for monuments and plaques commemorating important historic, cultural, or other significant features in the Town of Springdale.*
- 2) *The standardized monuments are made using historic irrigation ditch stone.*
- 3) *Requests for use of the ditch stone in the monuments will be submitted to the HPC.*
- 4) *Costs for construction of the monument will be estimated by staff, approved and funded by the Council, and installation oversight managed by the Town of Springdale.*

Background and Analysis

In 2018 UDOT reconstructed SR-9. The historic irrigation ditches that once lined the street were removed as part of that project. Because the ditches had significant historic value, UDOT was required to complete a series of actions to mitigate the loss of this historic resource. Among those mitigating actions were: 1) preservation and stockpiling of the irrigation stone for future Town use, and 2) construction of a monument (made of historic irrigation stone) explaining and commemorating the ditches.

As required, UDOT preserved the historic irrigation ditch stone. Several dozen palettes of stone are now stockpiled at the Town shop. Not all of this stockpiled stone has the same historic significance. The historic irrigation ditch stone was installed in the 1920's and 1930's to line irrigation ditches in the Town. The 1930's era stone was installed as part of a WPA project. Other stone was installed in the 1970's and functioned as curb and gutter along SR-9 (not part of the irrigation ditch system). And a third genre of stone was installed in the late 1990's as part of the streetscape infrastructure to support the Zion

National Park shuttle operating in the Town. All of these stone types are intermixed in the stockpile at the Town shop.

Some of the stones are better suited for use in monuments than others. In particular, the 1990's streetscape stone is well suited for use in monuments. Staff feels including some of the historic 1920's and 1930's irrigation ditch stone in the monuments would be an appropriate use of the stone, and a thoughtful tie to the Town's history.

As mentioned above, UDOT was required to install a stone monument commemorating the historic stone lined ditches. The monument is located under the mulberry trees on the lawn in front of Meme's Café. Details of the monument are attached. Photos are shown below.

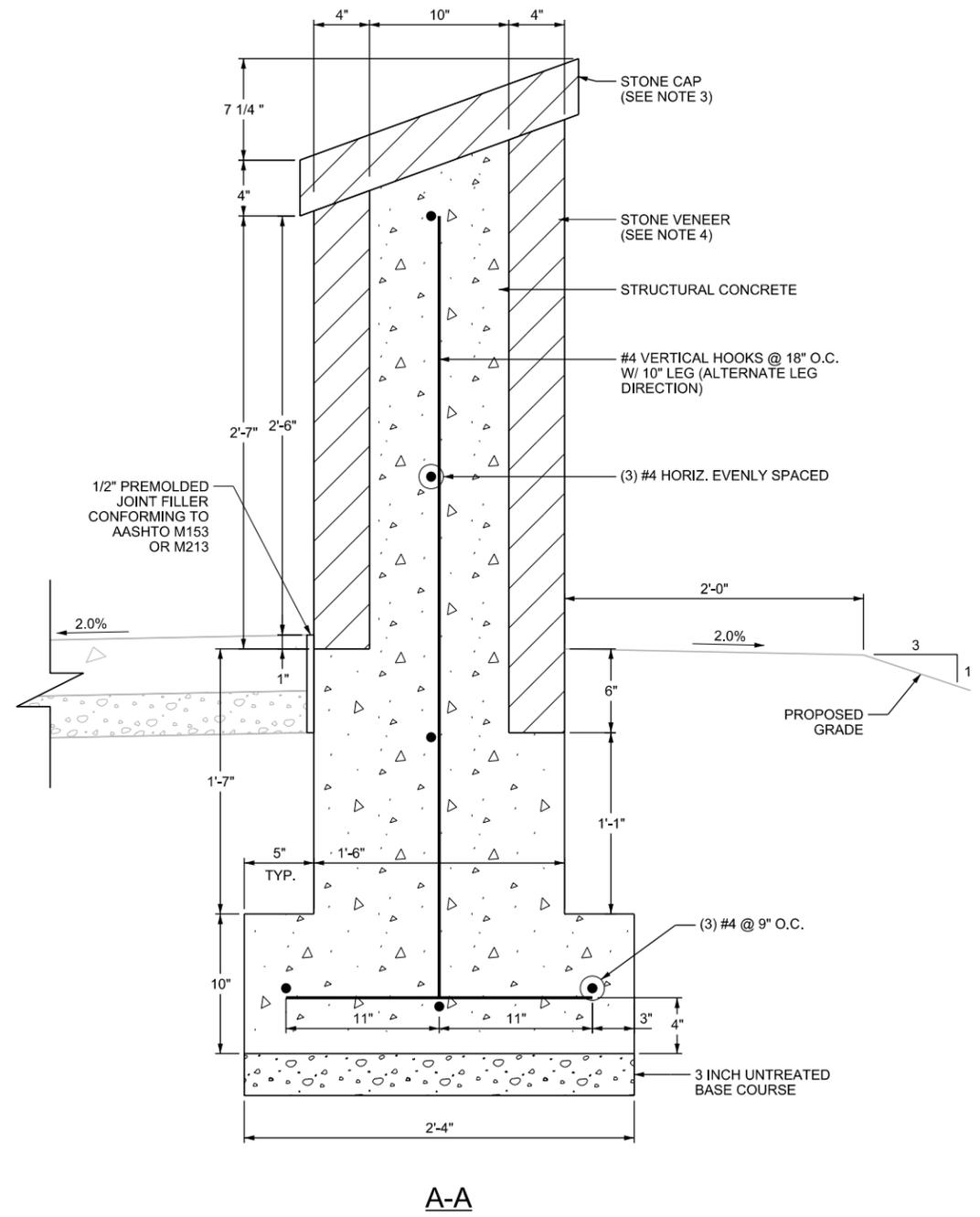


Staff suggests using this stone monument as a standard template for future stone monuments in the Town. The size of the monument would adjust to accommodate differing locations and plaque sizes; however, the general design would remain constant. Doing so will create a consistent look for monuments throughout the Town. When a person sees the standard monument style, they will know the monument contains a plaque commemorating something of important historic or cultural significance.

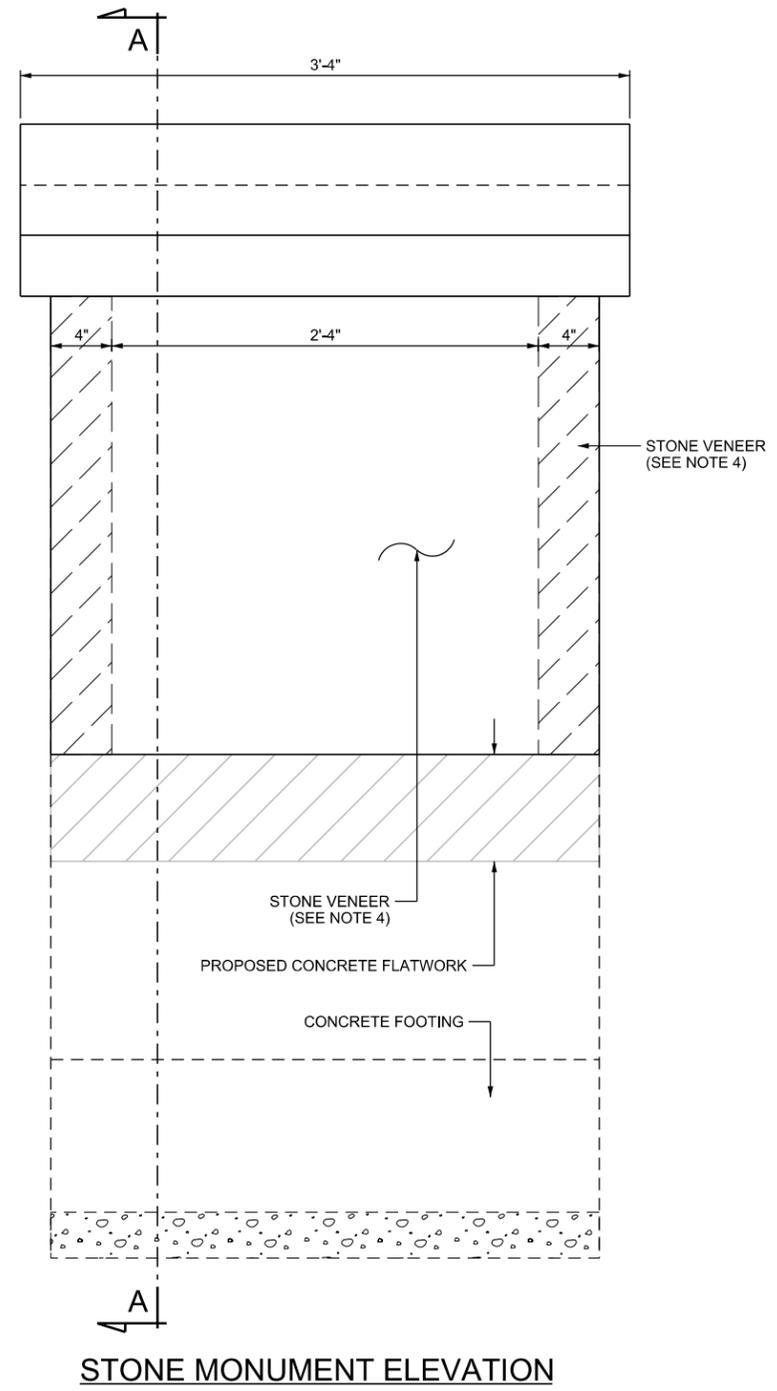
Attachments

- 1- Stone monument detail, to be used as a template for future monuments (size may vary).
- 2- Summary report on historic stone irrigation ditches.

4/4/2017 8files\$



STONE MONUMENT DETAIL



STONE MONUMENT ELEVATION

- NOTES:**
1. USE CONCRETE CLASS AA(AE) PER SECTION 03055.
 2. ALL REINFORCING STEEL TO BE EPOXY COATED PER SECTION 03211
 3. ALL CAP STONES TO BE FULL WIDTH OF THE WALL
 4. SEE DT-11 FOR STONE MASONRY PATTERN.

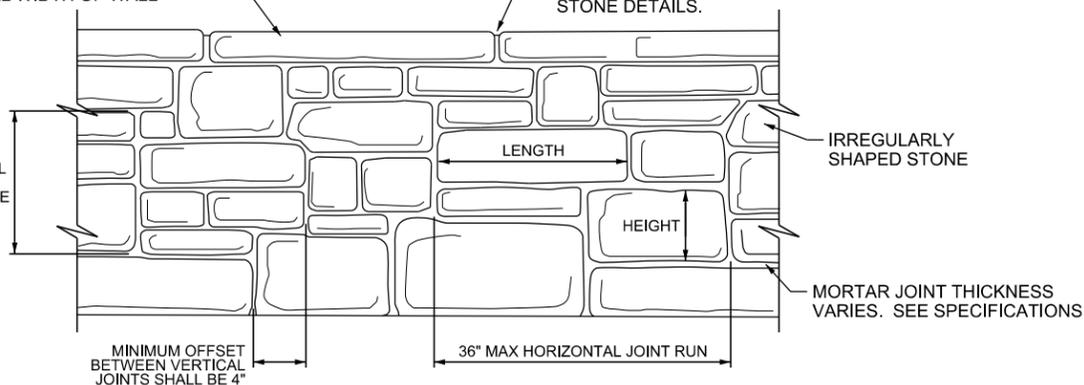
PRELIMINARY
NOT FOR CONSTRUCTION

UTAH DEPARTMENT OF TRANSPORTATION LOCHNER		DRAWN BY NJB	CHECKED BY JTA
APPROVED		DATE 04/03/17	PROFESSIONAL ENGINEER
SR-9; ROCKVILLE TO ZION NAT'L PARK	MAJOR REHABILITATION	PIN 11515	DETAIL SHEET
PROJECT F-0009(37)27			
SHEET NO.			DT-10

OVERHANGING CAP STONE TO BE 4" (± 1/2") THICKNESS X 18" MIN. LENGTH (LENGTH TO VARY). CAP STONES MAY BE LESS THAN 18" WHERE SHOWN. ALL CAP STONES TO BE FULL WIDTH OF WALL

STAGGER OVERHANGING CAP STONES SO THAT JOINTING DOES NOT ALIGN WITH WALL JOINTING. SEE SONE WALL SECTION FOR INTEGRAL CAP STONE DETAILS.

WITHIN ANY GIVEN PLANE NO VERTICAL JOINT SHALL EXCEED 3 STONES 16" OR 2/3 HT. (WHICHEVER IS THE LEAST) OF THAT PLANE.



NOTES:

1. MIN. STONE HEIGHT: 2 1/2"
2. 75% OF ALL STONES TO BE HORIZONTAL. (LENGTH DIMENSION GREATER THAN HEIGHT)
3. 75% OF ALL STONES TO BE 8" - 24" IN LENGTH.
4. UP TO 15% OF ALL STONES SHALL BE IRREGULARLY SHAPED (NOT SQUARE OR RECTANGLE)
5. DRESS STONE FACES TO ACHIEVE GENERALLY CONVEX RELIEF

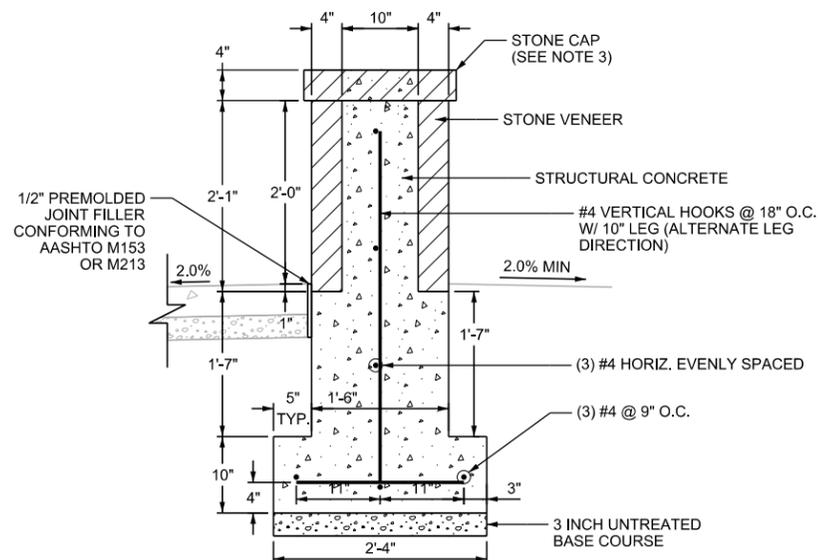
RELIEF TOLERANCES:
 2 1/2" - 10" AT 3/4" ±
 10" - 12" AT 1 1/2" TO 2"
 12" - 16" AT 2" TO 2 1/2"

6. MORTAR JOINTS SHALL GENERALLY BE LEVEL AND PLUMB. IRREGULARLY SHAPED STONES ACCEPTED.

STONE SIZE PERCENTAGE BY NUMBER

	HEIGHT	LENGTH
25% OR LESS	2 1/2" - 4"	4" - 24"
15%	12" & GREATER	10" - 36"
60%	4" - 12"	4" - 36"

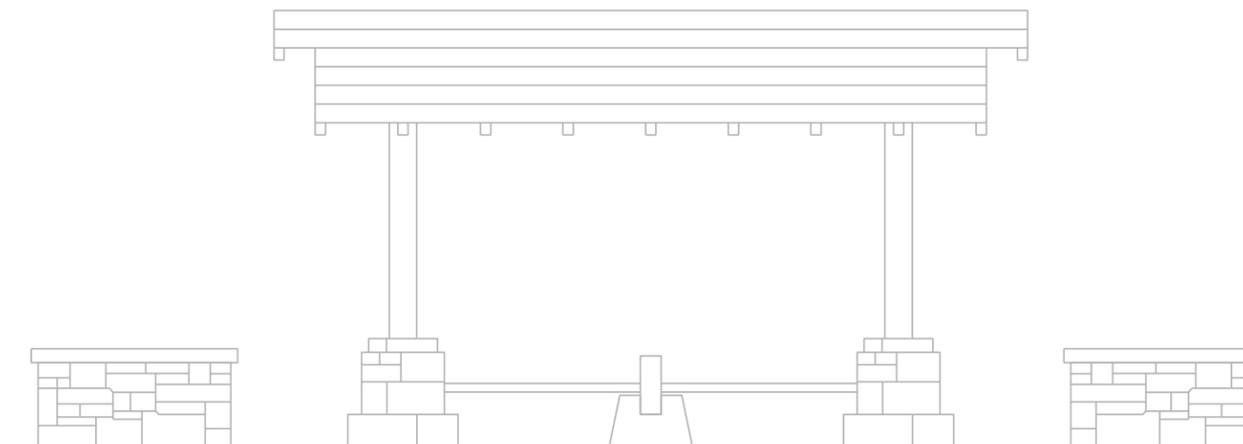
STONE MASONRY PATTERN



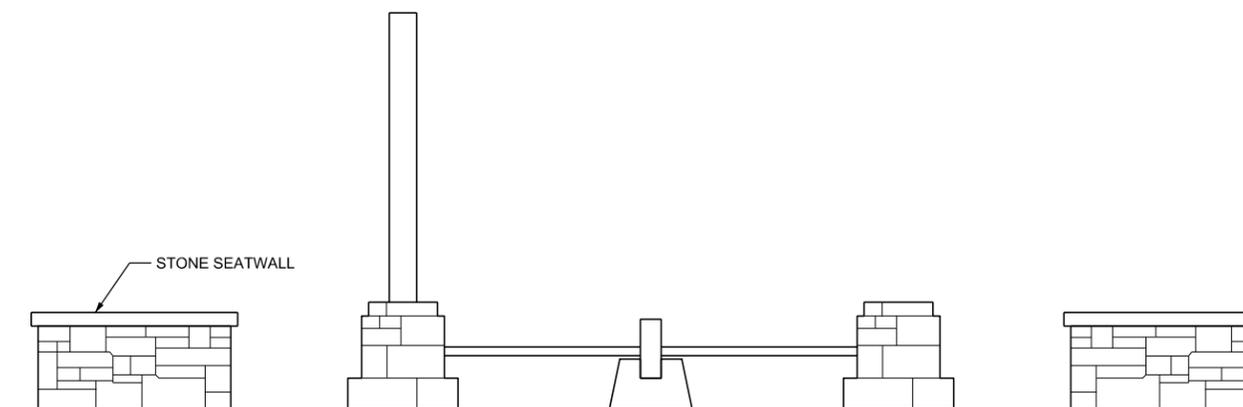
NOTES:

1. USE CONCRETE CLASS AA(AE) PER SECTION 03055.
2. ALL REINFORCING STEEL TO BE EPOXY COATED PER SECTION 03211
3. ALL CAP STONES TO BE FULL WIDTH OF THE WALL

STONE SEATWALL DETAIL



EXISTING BUS STOP ELEVATION



RELOCATED BUS STOP ELEVATION

NOTES:

1. RELOCATE OR RECONSTRUCT ALL REQ'D ELEMENTS. REMOVE AND DISPOSE OF UNUSED ELEMENTS OF THE EXISTING BUS STOP.
2. REFER TO SHEETS DT-11A TO DT-11C FOR THE DESIGN OF THE EXISTING BUS STOP STRUCTURE.

RELOCATE BUS STOP ELEVATION DETAIL

PRELIMINARY
NOT FOR CONSTRUCTION

UTAH DEPARTMENT OF TRANSPORTATION
LOCHNER

SR-9; ROCKVILLE TO ZION NAT'L PARK
MAJOR REHABILITATION

PROJECT

SHEET NO. DT-11

DRAWN BY NUB
QC CHECKED BY

04/03/17
DATE

APPROVED: _____
PROFESSIONAL ENGINEER

PIN 11515
F-0009(37)27
DETAIL SHEET

4/4/2017 8:11:58



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

**MINUTES OF THE SPRINGDALE HISTORIC PRESERVATION COMMISSION
MEETING ON MONDAY JUNE 22, 2020 AT 4:00 PM
AT THE CANYON COMMUNITY CENTER, 126 LION BLVD, SPRINGDALE, UTAH.**

Meeting convened at 4:20 pm.

MEMBERS PRESENT: Rich Levin, Kelly McKean, Mavis Madsen

ALSO PRESENT: Director of Community Development Tom Dansie, Town Clerk Darci Carlson, and Deputy Clerk Katy Brown recording. Please see attached list of citizens signed in.

Commission Discussion and Announcements:

Town staff asked the Commission to determine who could act as Chair to manage the meeting.

- Ms. Madsen nominated Mr. Levin to fill the Chair position for the year. Mr. Levin accepted.

Motion made by Mavis Madsen to assign Rich Levin to the Chair position for the Historic Preservation Commission.

McKean: Aye.

Levin: Aye.

Madsen: Aye.

Motion passed unanimously.

Approval of Agenda: Motion made by Kelly McKean to approve the agenda; seconded by Mavis Madsen.

McKean: Aye.

Levin: Aye.

Madsen: Aye.

Motion passed unanimously.

Action Items

1) Historic ditch stone application review: Request to use historic irrigation ditch stone for the construction of a National Registry of Historic Places monument and plaque at 980 Zion Park Blvd – Under the Eaves Inn:

Mr. Dansie said there were several pallets of salvaged stone comprised of original irrigation ditch stone along with stone from the 1970's and early 2000's from various roadway projects.

Mr. Levin ascertained that the original ditch stone, although of great historic value, might not have the same structural integrity as the rest of the newer stone.

- Mr. Dansie said that in the case of the historic ditch monument near MeMe's Cafe, the actual historic ditch stone served as more of a decorative veneer. Newer stones were used for the bulk of the monument to ensure structural integrity.
- Mr. McKean came from a construction background and agreed with that approach after looking at the proposed monument dimensions. The true historic ditch stone would be best utilized as a decorative element.

Ms. Madsen referred to the guidelines set by the Commission in regard to handling requests for the use of the historic stone (Attachment #1). She wondered if the historic stone should first be used for the projects outlined as priorities by the Commission.

Mr. Levin understood the notion that the projects identified by the Commission should be seen as the highest priority. However, given that there were applications currently before the Commission for its use,

he was happy to approve the use of the stone. He believed there would be enough stone to highlight in many different projects.

Ms. Carlson noted that the Commission had approved the use of the stone for the construction of a bicycle hub near the Pizza Noodle. During construction, the contractors found that the original ditch stone was more challenging to work with because of age and condition. The resulting project was thus primarily comprised of the newer era stone which had more structural integrity.

Ms. Madsen asked if any community member would be able to apply for use of the stone.

- The Commission had established specific criteria that use of the stone shall provide a town-wide benefit rather than solely benefitting a private property owner.

Mr. Levin invited members of the public to speak on the topic.

Joe Pitti was present as the applicant. He had been impressed by the standardized and unifying design used by the City of St. George to designate historical sites and was in support of bringing a similar initiative to Springdale. Prior to the SR-9 reconstruction, there was an irrigation ditch in front of his home. He was saddened when it was removed to widen the roadway. He had an emotional connection to the stone and would love to have it incorporated in the monument to commemorate his home being designated by the National Registry of Historic Places. He asked the Commission who would assume financial responsibility for the monument.

Janet Hollis was in full support of the Commission approving the application to use the historic stone in a monument at Under the Eaves. She felt the house was one of the most special locations in Springdale because of its history. It was a beautiful home in a prominent place in town.

Mr. Levin asked if a determination could be made on the application prior to resolving the question of which party would fund the monument.

- The Commission was free to approve the use of the stone and if the Council did not ultimately approve funding, it would be up to the discretion of the property owner whether or not to continue with the project.

Motion made by Kelly McKean to approve the use of the historic irrigation ditch stone for the construction of a monument and the design is subject to approval later; seconded by Rich Levin.

McKean: Aye

Levin: Aye

Madsen: Aye

Motion passed unanimously.

Ms. Brown was excused at 4:52 pm.

2) Historic ditch stone application review: Request to use historic irrigation ditch stone for the construction of monument and plaque commemorating the RAP Tax-funded community mosaic project on Lion Blvd – Red Rock Weavers Guild: Mr. Levin felt this application was similar in nature to the previous item but invited the public to offer feedback for consideration.

Joe Pitti felt that the mosaic project, although a great addition to the community, was not historic in nature. He urged the Commission to reserve the historic stone for projects that actually held historic value.

The Commission agreed that use of the historic stone should only be approved for projects that held historic significance.

Mr. Levin asked if there was enough funding left over the Red Rock Weavers Guild to be able to build a monument if the use of historic stone was not approved.

- The mosaic project was funded through RAP Tax funds which had been expended. Whether or not they gained approval to use the historic stone, they would still need to apply for more funding to construct a monument.

Motion made by Mavis Madsen to turn down the application to use historic stone for the mosaic project in light of the fact that it is not historical and we recommend that they use sandstone. The Commission will reserve the historic rock for historic projects only; seconded by Kelly McKean.

McKean: Aye

Levin: Aye

Madsen: Aye

Motion passed unanimously.

3) Discussion and possible approval of design standards for Town commemorative monuments: A rendering of the proposed monument design and dimensions was included in the packet material. The Commission was charged with considering the following recommendations for the Council:

- 1) A standardized monument style (as shown in this staff report) be adopted for monuments and plaques commemorating important historic, cultural, or other significant features in the Town of Springdale.
- 2) That standardized monuments should be made using historic irrigation ditch stone.
- 3) Requests for use of the ditch stone in the monuments will be submitted to the Springdale Historic Preservation Commission.
- 4) Costs for construction of the monument will be estimated by staff, approved and funded by the Council, and installation oversight managed by the Town of Springdale.

The Commission was in favor of making the outlined recommendations and moving them forward to the Council. Mr. Levin thought it would be prudent to add language that historic stone should be used for historic projects only.

Motion made by Rich Levin to approve the four recommendations discussed and forward to the Council adding that historic stone should be used only in projects with historic value; seconded by Mavis Madsen.

McKean: Aye

Levin: Aye

Madsen: Aye

Motion passed unanimously.

Ms. Madsen asked if the Commission still needed more members and when the next meeting would be.

- There were two other interested parties that would speak with the Mayor about being appointed. News would be forthcoming about new members and the next meeting date.

Adjourn:

Motion to adjourn at 5:13 pm made by Kelly McKean; seconded by Mavis Madsen.

McKean: Aye

Levin: Aye

Madsen: Aye

Motion passed unanimously.

Katy Brown, Deputy Clerk

APPROVAL: _____ DATE: _____



PO Box 187 118 Lion Blvd Springdale UT 84767

ATTENDANCE RECORD
Please print your name below

Meeting Springdale Historic Preservation Commission Date 6/22/2020

Rich Kamm
Name (please print)

Name (please print)

Joe Hill
Name (please print)

Name (please print)

Stevan Eger
Name (please print)

Name (please print)

Janet Hollis
Name (please print)

Name (please print)

Salvaged Stone Process

Stone use must benefit the Town of Springdale – Not private property owners
HPC projects should be given priority on the use of the stones

Pioneer cemetery
Museum
Bishop's Granary

Step-by-step process

1. HPC to create/maintain a master inventory sheet to manage inventory of stone
2. HPC to develop a simple application form for those wishing to use stone to fill out
3. Proposals for use of the stone are presented to HPC for discussion/consideration
4. HPC decides to recommend or not recommend the use to the Town Council
5. Proposal is forwarded to Town Council with HPC recommendations
6. HPC audits the specific use of the stones to assure use is per the proposal received
7. Town staff made aware of the stone use process to assure adherence to the plan

Potential Uses already identified:

Pioneer Cemetery
Bishop's Granary Interpretive site
Small display at a Town museum

PENDING



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: August 7, 2020
Re: August 12, 2020 Town Council Meeting
Council Direction on Winderland Lane Traffic Issues and Solutions

Executive Summary

The section of Winderland Lane from SR9 to Foothill Lane is congested with traffic, parking, pedestrians, and deliveries. The congestion and activity on the street create safety hazards for vehicles and pedestrians. Staff requests direction from the Council on developing a strategy to address the congestion issues on the street.

Background

Winderland Lane from SR9 to Foothill Lane is one of the most active sections of the Town’s commercial district. There are two restaurants, two retail stores, and a guide service on this street. The area is in close proximity to other commercial uses in the downtown area. This commercial activity generates a considerable amount of vehicle and pedestrian traffic.

Most on-site parking for the businesses on this street is located immediately adjacent to the road—vehicles must back directly into the street to exit a parking space. One business has off-site parking on the opposite side of the street of the business itself. This results in a significant amount of pedestrian traffic crossing the street to access the business.

The businesses in this area do not have on-site delivery zones. There is no on-street parking or shoulder area to accommodate delivery vehicles. Delivery vehicles typically stop in the street to make deliveries to these businesses. This creates traffic issues, and is in violation of Town policy.

The intersection of Winderland Lane and SR9 is one of the busiest intersections in the Town with vehicles making turns off SR9 onto Winderland, and vice-versa. There is a center turn lane on the west side of the intersection, but not on the east side. There is a heavily used pedestrian crosswalk on the east side of the intersection. Pedestrians also regularly cross SR9 outside the crosswalk.

Residential development is located immediately north of this congested commercial area. Between the homes on Foothill Lane, the Red Hawk homes, and the Red Hawk Apartments, the area is one of the highest density residential areas in the Town. These residences are negatively impacted by, and also add to, traffic congestion in the area.

The Town recently improved Winderland Lane by reconstructing the road, adding curb and gutter, and installing a sidewalk on the east side of the road. These improvements have had some positive impact. But the underlying traffic, congestion, and delivery issues persist.

Potential Solution

When Winderland Lane was reconstructed earlier this year the Town brainstormed the possibility of designating the road a one-way street. The one-way designation could extend from SR9 to Foothill Lane,

or possibly all the way to Paradise Road. Staff believes a one-way designation on Winderland Lane could reduce or eliminate many of the traffic issues in the area. Turning movements at the intersection would be cut in half. There would be room to install a sidewalk on the west side of the road. An on-street delivery zone could be established on the road. And conflicts between vehicles backing out of parking spaces at businesses into the road would be reduced because all vehicles would be headed the same direction.

However, designating the road as a one-way street will also have negative impacts on the surrounding residential areas, and on other streets in the area (particularly Paradise Road which is not well-equipped to handle large amounts of additional traffic—especially at the intersection with SR9).

Recognizing the potential for traffic impacts on surrounding areas and the possibility of unintended consequences, staff recommended including money in the current year budget to hire a transportation consultant to study the issue and to analyze the benefits and impacts of a one-way street designation. That money was removed from the budget in consequence of projected COVID 19 revenue reductions.

Requested Council Direction

The traffic issues on Winderland Lane continue to present real safety and traffic problems, even with reduced tourist visitation this season. Staff suggests the need to resolve these problems is urgent and should be addressed as soon as possible.

Staff requests direction from the Council on finding a solution to the Winderland Lane traffic congestion issue. Options for the Council to consider include:

- 1- ***Hire a transportation consultant as originally intended.*** Staff had originally proposed \$40,000 to \$50,000 in the current year budget to fund this consultant. That figure was based on preliminary discussions with transportation planners regarding their fee to complete a comprehensive study, inclusive of public outreach, traffic counts, traffic modeling, analysis of alternatives, preliminary engineering, etc. The Council could decide fund a study at this level, and could alternatively fund a more streamlined study with a correspondingly lower cost. Of course, any funding added to the budget must be justified with either cuts in other areas, or revisions in revenue.
- 2- ***Direct staff to investigate the issue in-house and prepare alternatives.*** Staff has already begun preliminary discussions with residents and businesses in the area regarding the potential benefits and impacts of a one-way designation. The Council could direct staff to continue this research, and to develop a proposal based on staff's research and analysis.
- 3- ***Employ a hybrid consultant/staff study solution.*** The Town could use consultants in a limited fashion to support a staff led study and analysis. For example, a transportation firm could provide traffic counts and traffic modeling. Staff would take the lead in developing alternatives and facilitating public outreach. This would reduce the financial impact on the Town, but would require some budget amendment. It would also take staff resources away from other planning efforts.
- 4- ***Do nothing.*** The Council could decide to make do with the current traffic congestion on Winderland Lane. The Council could wait for more certainty on post-pandemic Town finances before hiring a transportation expert to provide analysis and recommendations.

Note: The Council does NOT need to solve the Winderland Lane traffic issue in this meeting. The Council does not need to make a final decision on designating Winderland Lane a one-way street at this point.

Staff is merely requesting direction from the Council on how to proceed with addressing the issue. However, if the Council wishes to share initial thoughts and perspectives on the issue, a limited discussion on ideas and opinions could be appropriate.



Memorandum

To: Mayor, Town Council
From: Dawn Brecke
Date: August 6, 2020
Re: **August 12, 2020 Town Council Meeting
Cash Receipting and Deposit Policy**

As you are aware, the Utah State Auditor's Office has begun implementing a Fraud Risk Assessment to assist the governing boards of entities in improving their exposure to fraud. As I work on the implementation of this program for the Town, I will be creating new policies and revising some existing ones.

The Cash Receipting and Deposit Policy is a new policy that sets forth in writing the internal controls, segregation of duties, and procedures involved in the cash receipting process within the Finance/Treasurer's Office. As stated in the policy, this is a working document that will undoubtedly evolve over time with improvements in technology and best practices.

If you have questions regarding the Cash Receipting and Deposit Policy or the Fraud Risk Assessment, please don't hesitate to contact me.

Thank you.



Cash Receipting and Deposit Policy

Scope

This policy establishes a uniform control design for Town of Springdale cash receipting. The policy has been developed by the Treasurer and is approved by the Town Council, who ultimately is responsible for the overall design and implementation of organizational controls. It is expected this policy will be periodically adjusted for changes in systems and organizational structure at which time the Treasurer will propose changes to the Town Council for review and approval.

Cash Receipts

1. The Finance/Treasurer's Department adheres to strict internal controls in handling of receipts, cash, checks, and credit cards. Duties are separated to ensure that no one employee is responsible for all facets of the receipting process.
 - a. All funds received are entered into the accounting system at the time of the transaction. At the end of each day, the person responsible for receiving cash will close out the cash drawer, reconcile the system-generated report to the cash in the drawer, and place currency, coin, and checks received along with a completed GL Deposit Recap in a deposit bag. The deposit bag will be delivered to the Accounting Clerk.
 - b. Upon receipt of the daily deposit with completed GL Deposit Recap, the Accounting Clerk verifies currency, coin, and checks against the GL Deposit Recap and system-generated report, scans the deposit in Laser Fiche, and prepares a bank deposit slip for the currency and coin. The bank deposit is delivered to the front desk and the GL Deposit Recap with receipts and checks are delivered to the Treasurer for check capture and recording.
 - c. The Treasurer deposits checks using a remote check capture scanner, records and files the deposit documentation.
2. Employees posting transactions to the accounting system do not have clearance to make adjustments. Transactions requiring adjustment are done by the Treasurer. The accounting system provides a record of void and adjusted transactions.

3. In accordance with Utah State law, receipts are deposited within three (3) business days of receiving funds. All cash deposits are kept in the safe overnight.
4. The Town of Springdale maintains surveillance systems in the office lobby where funds are received. Surveillance evidence is maintained for 30 days.
5. Mail is logged into a spreadsheet as it is opened. Payments are stamped 'received' and checks endorsed immediately upon receipt.
6. All counter payments are receipted at time of transaction.
7. Credit card payments are made via third-party credit card processors. Credit card numbers are not recorded in any way outside of the third-party payment portals.



Memorandum

To: Mayor, Town Council
From: Rick Wixom
Date: August 6, 2020
Re: **August 12, 2020 Town Council Meeting**
Scheduling Meeting for Open Space Bond Survey Results

Last month the Council heard a report from the Trust for Public Land (TPL) regarding options for public land conservation financing. Following that presentation, the Council took action to move ahead with a survey of registered voters in preparation of a potential general obligation (GO) bond election. The work to produce the voter survey was completed and the survey was delivered to registered voters in Springdale during the week of August 3rd.

This agenda item is to schedule a special meeting to review the survey results and potentially move forward with a GO bond election during this upcoming election cycle. If the Council determines to move ahead with a bond election, the Council must adopt a resolution to start that process no later than August 20th (75 days prior to the Nov. 3rd election) and the Town Clerk must provide the resolution to the Lt. Governor and the County Clerk/Auditor no later than August 20th.

TPL and FM3, our contracted pollster, have told us that they will have the results of the survey available for discussion with the staff on or about August 18th and will have the final presentation available for a meeting with the Council on August 19th or 20th. They may be able to accelerate this timeline slightly depending on how the data collection and analysis goes.

Staff recommends the Council set a special meeting date for August 19th or 20th to review the survey results and FM3 analysis. Staff will prepare a resolution calling for the bond election in preparation for that meeting, with the understanding that the Council will make the decision whether to move forward at that time when the analysis is complete and presented.