

1. September 9, 2020 Town Council Agenda

Documents:

[090920TCA.COURTESY.PDF](#)

2. September 9, 2020 Packet Materials

Documents:

[ITEM B1 - ORD 2020-07 REMOVING BEER AND WINE SALES ON BALL FIELD.PDF](#)

[ITEM C1 - STONE MONUMENT POLICIES.PDF](#)

[ITEM C2 - R2020-09 BUDGET AMENDMENT 1 FY20-21.PDF](#)

[ITEM C3 - HOUSING STUDY UPDATE.PDF](#)

[ITEM C4 - IDLE FREE AWARENESS MONTH.PDF](#)

[ITEM C5 - CAMPING CABINS INTERPRETATION.PDF](#)

[ITEM C6 - WATER TANK REMOVAL PROPOSAL.PDF](#)

[ITEM C8 - INTERIOR LIGHTING DIRECTION.PDF](#)

[ITEM C9 - CREDIT CARD POLICY.PDF](#)

[090920 INVOICE REPORT.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, SEPTEMBER 9, 2020
SPECIAL MEETING STARTS AT 3:00PM. 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 and includes a public hearing whereby public comments can be made electronically.

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
2. Strategy session to discuss the purchase, exchange, or lease of real property

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. Legislative Action Items

1. Ordinance 2020-07 – Amending Section 7-6-13 in Town Code removing provisions for beer and wine sales at the ball field

C. Administrative Action Items

1. Continued discussion from August 12, 2020 - Consideration and possible approval of a commemorative stone monument policy
2. Public Budget Hearing – Resolution 2020-09 to open and amend the FY 2020-21 budget
3. Presentation and discussion of the initial draft Housing Study from Zions Bank Public Finance including feedback from the Council to the consultant – Benj Becker
4. Proclamation 2020-04, proclaiming September 2020 'Idle Free Awareness Month' in the Town of Springdale
5. Interpretation of the Ferber Development Agreement regarding the use of camping cabins in the Zion Canyon Campground (parcel S-95)
6. Discussion and possible action on a citizen-submitted proposal to remove ruins of the Balanced Rock Water tank on Town property – Al Tiley and Luke Wilson
7. Appointment of Kathleen Kavarra Corr as Historic Preservation Commissioner for term expiring September 2022
8. Discussion and possible direction to the Planning Commission about developing recommendations for interior lighting regulations
9. Consideration and approval of the Town's credit card policy
10. Discussion and possible action concerning the required use of face coverings in Springdale

D. Administrative Non-Action Items

1. General Council Discussion

E. Consent Agenda

1. Review of monthly invoices
2. Minutes: August 12th and August 20th

F. Adjourn

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

<https://us02web.zoom.us/j/81782617519?pwd=Nnhdydis1emQvSmRxbXVkejRjYTIHdz09>

Meeting ID: 817 8261 7519

Passcode: dDg7Ez

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

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

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 will be available on the Town website by 5:00pm on September 4, 2020:

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



Memorandum

To: Mayor, Town Council
From: Rick Wixom
Date: September 3, 2020
Re: **September 9, 2020 Town Council Meeting**
Ordinance 2020-07 – Amending Section 7-6-13 to remove provisions for event related beer and wine sales at the ball field

Overview

Section 7-6-13 of the Town Code prohibits a person from bringing an alcoholic beverage or controlled dangerous substance into a town park or recreation area. This section was modified in May of 2009 to allow the sale and consumption of beer on the ball field. This change was done in support of the Zion Canyon Music Festival, which was a town event at that time. Later in April of 2013, this code section was further revised to allow the sale and consumption of wine on the ball field. Again, this was primarily done in support of the music festival event. A few years ago the Zion Canyon Music Festival was transferred from the Town to private ownership and moved from the ball field to the OC Tanner Amphitheater.

When this ordinance was first proposed, the Council had some concerns. Because of this, the ordinance amendment was drafted so that the Town had to have some ownership of the event in order to for the alcohol exemption to have effect; specifically the event had to be a Town organized or Town sponsored event. The Town received a request this year from the Redrox Music Festival to use the ball field for their event and include beer and wine. The Council approved a sponsorship for the event that waived the park rental fees. This event, along with several other events in the area, was ultimately cancelled due to the impacts of the COVID-19 pandemic.

Members of the Council have expressed some concern taking on liability for a private event through a town sponsorship and the Town staff took on a review of this code section.

The Town's department directors have discussed this at length and have come to the conclusion that the best course of action for the Town is to remove the provision for alcohol (beer and wine) to be sold and consumed on the ball field. We recognize the Council's decision making in this matter and wanted to get it on your agenda for discussion and deliberation.

Some concerns that have been raised in our discussions:

- **Liability (general and alcohol); Indemnifications:** While any event organizer bears the risk of injury or damage at an event, there is some risk to the Town that ultimately cannot be waived away. We have insurance indemnifications in place for all private events on the ball field, which to a large degree would cover the Town. However, as the owner of

the property, if there was a suit resulting out of damages related to an event, we would get drawn into that case. We would certainly argue that insurance coverage, hold harmless agreements, and indemnification would apply, but we would still need to defend the Town.

- Sponsorship: Further, if we through sponsorship or helping to plan an event, voluntarily agree to pick up a portion of the event's liability, we feel it more unlikely that any indemnification would completely remove it.
- Subjectivity of review: An ordinance that adopts minimum standards in order to have an alcohol exemption may not provide the Town sufficient guarantee that an event is not going to harm the Town's character or reputation. On the other hand, adding clauses to an ordinance that allow the Council to grant an exemption subjectively open the Council up to criticism and complaints of bias if an event was not approved.
- State Code: State code identifies parks among the list of 'community locations' that help to govern the location of alcohol related businesses. Having an allowance for beer and wine to be sold on the ball field appears to be inconsistent with this provision which is intended to separate alcohol from uses generally associated with youths and children. Other 'community location' uses include public or private schools, churches, public libraries, and public playgrounds.
- Competition with Private Business: An ordinance granting an exception to the alcohol prohibition may have some impact on businesses who run event spaces.

We did look at a potential ordinance that would codify the exemption for beer and wine to be sold that added standards to the ordinance and remove the provision for the Town to be a sponsor or organizer. Ultimately, we did not feel that this change adequately resolved the concerns and instead determined to bring an ordinance change to you that simply removed the provision.



ORDINANCE 2020-07

AN ORDINANCE OF THE SPRINGDALE TOWN COUNCIL REVISING SECTION 7-6-13 REGARDING ALCOHOLIC BEVERAGES IN TOWN PARKS REPEALING THE SALE AND CONSUMPTION OF BEER AND WINE UNDER CERTAIN CIRCUMSTANCES

WHEREAS, section 7-6-13 of the Town Code specifically prohibits a person from consuming alcoholic beverages in public parks; and

WHEREAS, in May 2009, the Springdale Town Council adopted Ordinance 2009-02, which modified section 7-6-13 to allow the sale and consumption of beer on the town ball field under certain circumstances in support of certain town events held on the ball field; and

WHEREAS, in April 2013, the Springdale Town Council adopted ordinance 2013-13 amending section 7-6-13 further to allow for wine to be sold and consumed under certain circumstances, again in support of certain town events held on the ball field; and

WHEREAS, the Town Council now finds that circumstances in the town have changed, specifically those certain town events that necessitated the sale of alcohol on the ball field have been discontinued or moved to private operation and ownership; and

WHEREAS, the Town Council also now finds that sponsorship of privately operated events unnecessarily subjects the Town of Springdale to potential liabilities that cannot be completely mitigated; and

WHEREAS, the community encourages festivals and events for the enjoyment of residents and visitors and there are several private venues that are suitable for events which may include the sale and consumption of alcoholic beverages. The Town Council now finds that the use of the ball field as a location for beer and wine sales is unneeded;

NOW THEREFORE BE IT ORDAINED, by the Springdale Town Council that section 7-6-13 of the Town Code is revised as follows:

7-6-13: ALCOHOLIC BEVERAGES, CONTROLLED DANGEROUS SUBSTANCES, ALMS, GAMBLING:

While in a public park or recreation area, all persons shall conduct themselves in a proper and orderly manner, and in particular, no person shall:

A. Alcoholic Beverages, Substances:

~~— 1. Bring alcoholic beverages or controlled dangerous substances, drink or use the same at any time, nor shall any person be under the influence of intoxicating liquor or a controlled dangerous substance in a park or recreation area.~~

~~— 2. Notwithstanding subsection A1 of this section, beer or wine may be sold and consumed on the ball field once the following conditions are met:~~

~~— a. The event is a Town-organized event or a Town-sponsored event, meaning the Town contributes significant money, time or effort in supporting, organizing or running the event.~~

~~— b. The event organizer has applied for and received an event permit from the Town of Springdale under section 10-22-4 of this Code.~~

~~— c. The event organizer or alcohol retailer has applied for and received a single event permit from the Utah State Division of Alcohol and Beverage Control.~~

B. Alms: Solicit alms or contributions for any purpose, whether public or private.

C. Gambling: Play any game of chance or have possession of any instrument or device for gambling.

D. Games, Competitive Sports For Money: Play, engage or take part in any game or competitive sport for money, or other valuable thing, without a written permit.

PASSED AND ADOPTED by the Springdale Town Council the 9th day of September 2020. This ordinance shall be effective upon passage and posting.

By: _____
Stanley J. Smith, Mayor

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-~~0607~~07, 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



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: September 3, 2020
Re: September 9, 2020 Town Council Meeting
Policies for the Use of Reclaimed Historic Stone on Commemorative Monuments

Executive Summary

The Council has expressed support for using reclaimed historic stone on commemorative monuments in the Town. The Council requested staff develop policies regarding ownership and maintenance of commemorative stone monuments.

Staff recommends the Council adopt the policies contained in this report.

Staff further recommends the Council approve the use of reclaimed stone and town funding for commemorative monuments at Under the Eaves Inn and on Lion Boulevard commemorating the tile mosaic public art project on the light pole bases.

Proposed Policies for Commemorative Stone Monuments

Staff proposed the following policies for stone monuments in the last meeting:

- 1) Commemorative stone monuments in Springdale should all have a standardized design based on the design of the monument near the sidewalk in front of Meme's café.
- 2) Commemorative monuments should be made of reclaimed historic stone when approved, appropriate and possible to construct them with this material.
- 3) Requests for the use of reclaimed historic stone in the monuments should first be submitted to the Historic Preservation Commission (HPC) for review and recommendation. If use of historic stone is denied or determined not to be feasible, purchased quarried sandstone may be used as an alternative.
- 4) Construction costs for the stone monuments should be approved and funded by the Town Council¹, and monument construction should be done under the direction of the Town Staff.

The Council expressed support for these policies. The Council also asked staff to develop policies regarding the ownership and maintenance of commemorative stone monuments. Staff proposes the following policies:

- 5) Commemorative stone monuments funded by the Town will be the property of the Town of Springdale.

¹ Staff notes the Council retains ultimate discretion over which monuments to fund, and which not to. This policy does not bind the Town to fund any monument. The Council is free to deny funding for a monument based on lack of funding, the monument not being compatible with the Town's desired image, safety hazards associated with the monument, or any other reason that is neither arbitrary or capricious.

- 6) Commemorative stone monuments will be placed on town-owned property, in the public right-of-way, or on private property in a location that is accessible to the general public and visible from a right-of-way.
- 7) If a monument is proposed on private property, the owner of the property shall grant the Town an easement or a site lease of at least 20 years duration prior to installation of the monument. The easement or site lease shall specifically state that the monument is the property of the Town.

Summary

Staff proposes the following policies for the use of historic irrigation stone in commemorative monuments:

- 1) Commemorative stone monuments in Springdale should all have a standardized design based on the design of the monument near the sidewalk in front of Meme's café.
- 2) Commemorative monuments should be made of reclaimed ditch stone when appropriate and possible.
- 3) Requests for the use of historic irrigation ditch stone in the monuments should first be submitted to the HPC for review and recommendation.
- 4) Construction costs for 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.
- 5) Commemorative stone monuments funded by the Town will be the property of the Town of Springdale.
- 6) Commemorative stone monuments will be placed on town-owned property, in the public right-of-way, or on private property in a location that is accessible to the general public and visible from a right-of-way.
- 7) If a monument is proposed on private property, the owner of the property shall grant the Town an easement or a site lease of at least 20 years duration prior to installation of the monument. The easement or site lease shall specifically state that the monument is the property of the Town.



Memorandum

To: Mayor, Town Council
From: Rick Wixom
Date: September 2, 2020
Re: **September 9, 2020 Town Council Meeting**
Resolution 2020-09 FY 20-21 Budget Amendment #1

Overview/Account Review

The following accounts are recommended for amendment. The changes are also highlighted on the attached budget worksheets. As you review the information, please let me know if you have questions.

This budget amendment includes the following adjustments to the budget:

- **CARES Act Funding**
The Town is scheduled to receive \$55,268 from the State of Utah’s CARES Act distribution. The State determined to disperse a portion of the money that came to Utah through the federal CARES Act to counties, cities and towns that didn’t qualify for their own direct disbursement. The distribution was based on the population of the entity. This money is intended to be spent on non-budgeted expenses due to impacts of the pandemic. We are spending our CARES Act money on a public messaging sign, hands-free sinks and toilets in our public restrooms, protective equipment for employees, and cleaning and sanitizing supplies and other items needed to respond to the pandemic.
- **G-Suite/springdale.utah.gov**
Due to some difficulties some of our departments have been having with our infowest email accounts, we are in the process to transitioning to a new springdale.utah.gov domain and email. This will include utilizing google’s g-suite package of apps, including gmail. Two departments have made the transition so far, and when we are comfortable, the remainder will be transitioned as well.
- **Commemorative Monuments**
During this meeting the Council will be considering a policies and agreements for the construction and maintenance of commemorative monuments. This amendment includes an allocation for construction of two of these monuments. Funding for the installation of these monuments is from the general fund unrestricted fund balance.
- **Property Appraisals**
The amendment includes an amount for property appraisals as directed by the Council relative to the proposed GO bond and open space preservation efforts.

In addition to the above, the proposed amendment also includes other less substantive changes as noted in the spreadsheets.

Below is a listing of the various accounts recommended for amendment.

General Fund

Revenues

Account Number	Description	Budget Amount	Amendment Amount	Difference
10-33-500	Misc Intergovernmental	0	55,268	55,268
10-39-990	Appropriated use of BF balance	933,650	941,250	7,600

Expenditures

Administration (10-43)

Account Number	Description	Budget Amount	Amendment Amount	Difference
10-43-310	Professional Services	7,998	10,998	3,000

Non-Departmental (10-50)

Account Number	Description	Budget Amount	Amendment Amount	Difference
10-50-230	Cares Act Expenses	New	55,268	55,268
10-50-490	Computer Supplies	15,543	17,943	2,400
10-50-990	Appropriated Increase to FB	9,468	3,223	(6,245)

Historic Preservation (10-81)

Account Number	Description	Budget Amount	Amendment Amount	Difference
10-81-270	Utilities	0	500	500
10-81-310	Professional/Technical Services	2,960	10,560	7,600
10/81-340	Dues and Memberships	0	345	345

Water Fund

Expenditures

Account Number	Description	Budget Amount	Amendment Amount	Difference
51-40-490	Computer Supplies	5,210	6,835	1,625

Sewer Fund

Expenditures

Account Number	Description	Budget Amount	Amendment Amount	Difference
52-40-490	Computer Supplies	5,212	6,837	1,625

As always, if you have any questions during your review of this material, please do not hesitate to call.



RESOLUTION NO. 2020-09

A RESOLUTION OPENING AND AMENDING THE BUDGET OF REVENUES AND EXPENDITURES FOR THE VARIOUS FUNDS OF THE TOWN OF SPRINGDALE FOR THE FISCAL YEAR ENDING JUNE 30, 2021

WHEREAS, The Town Council has reviewed the current budget for compliance with State Law; and

WHEREAS, the budgeted allotments of certain departments of the general, enterprise and other funds require revision to reflect budgetary changes; and

WHEREAS, the Town Council is responsible and has the authority to make necessary amendments to its budget; and

THEREFORE, BE IT HEREBY RESOLVED by the Town Council of the Town of Springdale that the following amendments are made to the budget for the 2020-2021 fiscal year:

General Fund:

Increase Revenues and Expenditures by \$62,868 to total \$4,056,049.

Water Fund:

Increase Expenditures by \$1,625 to total \$1,115,490

Sewer Fund:

Increase Expenditures by \$1,625 to total \$509,980

Passed and adopted this 9th day of September 2020.

Stanley J. Smith, Mayor

Attest:

Darci Carlson, Town Clerk

Account	Description	Change	Amend #1	20-21 Budget	Request	Explanation
Taxes						
10-31-100	Current Year Property Taxes	-	74,731	74,731	74,731	Certified tax rate of .000230 per Wa
10-31-200	Prior Year Property Taxes	-	4,000	4,000	4,000	
10-31-300	Sales & Use Taxes	-	525,000	525,000	525,000	
10-31-400	Franchise Taxes	-	-	-	-	
10-31-500	Resort Taxes	-	1,450,000	1,450,000	1,450,000	1,823,881.51
10-31-505	Transient Room Tax	-	450,000	450,000	450,000	
10-31-511	Telecommunications Tax	-	5,000	5,000	5,000	
10-31-600	Fee-In-Lieu	-	1,500	1,500	1,500	
10-31-700	RAP Tax	-	30,000	30,000	30,000	
10-31-800	Municipal Energy Tax	-	100,000	100,000	100,000	
10-31-900	Hwy/Transit Tax	-	52,500	52,500	52,500	
Taxes Total		-	2,692,731	2,692,731	54%	
Licenses And Permits						
10-32-100	Business Licenses	-	20,000	20,000	20,000	
13-32-200	Sign Permits	-	500	500	500	
10-32-210	Building Permits	-	40,000	40,000	40,000	
10-32-215	Demo/Excav/Fill Permits	-	500	500	500	
10-32-216	Conditional Use Permits	-	1,000	1,000	1,000	
10-32-217	Open Air Display Permits	-	-	-	-	
10-32-218	Temporary Use Permits	-	250	250	250	
10-32-219	Home Occupation Permits	-	-	-	-	
10-32-220	Agricultural Use Permits	-	-	-	-	
10-32-221	Fence Permits	-	100	100	100	
10-32-222	Special Event Permits	-	1,000	1,000	1,000	
10-32-223	Utility Permits	-	250	250	250	
10-32-250	Animal Licenses	-	200	200	200	
Licenses Total		-	63,800	63,800		
Intergovernmental Revenue						
10-33-400	State Grants	-	24,150	24,150	24,150	CIB Application - Storm Water Mast
10-33-500	Misc Intergovernmental	55,268	55,268	-	55,268	CARES Act transfer from State
10-33-560	Class "C" Road Funds Allotment	-	23,500	23,500	23,500	
10-33-570	FEMA Proceeds	-	-	-	-	
10-33-580	Beer Tax Funds	-	12,000	12,000	12,000	
10-33-585	COPS Grant	-	-	-	-	
10-33-590	Federal Revenue Sharing	-	-	-	-	
10-33-700	Pedestrian Safety Funds	-	-	-	-	
10-33-750	UDOT Cooperative Project Funds	-	-	-	-	
10-33-800	Police Services Virgin	-	-	-	-	
10-33-900	Police Services Rockville	-	20,000	20,000	20,000	
Intergovernmental Total		55,268	134,918	79,650		
Charges for Services						
10-34-240	Inspection Fees - Plan Check fees	-	25,000	25,000	25,000	
10-34-600	Zoning Fees - Misc	-	-	-	-	
10-34-601	Building Permit Applications	-	3,000	3,000	3,000	
10-34-602	Zoning Map/Ordinance Revisions	-	1,000	1,000	1,000	
10-34-603	Appeals	-	-	-	-	
10-34-604	Design/Development Review	-	3,000	3,000	3,000	
10-34-605	Ordinance Interpretations	-	-	-	-	
10-34-606	Subdivision Applications	-	-	-	-	
10-34-607	Variances	-	-	-	-	
10-34-810	Sale of Cemetery Lots	-	3,000	3,000	3,000	
10-34-830	Burial Fees	-	1,000	1,000	1,000	
10-34-850	DCD Review Fees	-	-	-	-	

Account	Description	Change	Amend #1	20-21 Budget	Request	Explanation
10-34-860	Parking meters					
	Charges Total	-	36,000	36,000		
Fines and Forfeitures						
10-35-100	Fines and Forfeitures	-	35,000	35,000	35,000	
10-35-200	Parking Citations	-	-	-		Court Fines/PD - Springdale, Rockv
10-35-300	Evidence and Forfeitures	-	-	-		Parking Citations
	Fines Total	-	35,000	35,000		
Canyon Community Center						
10-36-100	Donations	-	-	-		cash donations
10-36-200	Rentals	-	3,000	3,000	3,000	community Center rental fees
10-36-300	Events	-	-	-		Earth Day
10-36-400	Grant revenue	-	-	-		
10-36-500	Merchandise (totes, bottles, etc.)	-	-	-		
10-36-600	Class registration/fees	-	1,000	1,000	1,000	
	CCC Total	-	4,000	4,000		
Historic Preservation/History Center						
10-36-700	County Tourism Funds	-	-	-		
	County RAP Tax					
	Federal Grants					
	State Grants					
	Private Grants					
	Sponsors/Donations/Fundraising					
	Retail Sales					
	Event Proceeds					
	Historic Preservation Total	-	-	-		
Music Festival Revenues						
	Music Festival Total	-	-	-		
Interest						
10-38-100	Interest Income - General Acct	-	500	500	500	
10-38-105	Interest Income - Open Space	-	1,000	1,000	1,000	
10-38-106	Interest Income - RAP Tax	-	1,500	1,500	1,500	
10-38-110	Interest Income - PTIF Gen Acct	-	55,000	55,000	55,000	
10-38-115	Interest Income - Municipal Parking	-	600	600	600	
10-38-120	Interest Income - Cemetery Acct	-	-	-		
10-38-121	Interest Income - LLEBG Grant	-	-	-		
10-38-125	Investment Interest	-	60,000	60,000	60,000	
	Interest Total	-	118,600	118,600		
Miscellaneous Revenues						
10-38-010	Reimbursements	-	-	-		
10-38-030	Rents and Concessions	-	500	500	500	Town Hall/gazebo rentals
10-38-040	Grant Revenue	-	-	-		
10-38-050	YAZ Revenue	-	-	-		
10-38-300	ULGT Dividend	-	10,000	10,000	10,000	
10-38-400	Sale of Fixed Assets	-	-	-		

Account	Description	Change	Amend #1	20-21 Budget	Request	Explanation
10-38-450	Sale of Bonds	-	-	-		
10-38-460	Debt Proceeds - Capital Lease	-	-	-		
10-38-500	Photocopies and Research	-	250	250	250	
10-38-610	Zoning Maps	-	-	-		
10-38-900	Sundry Revenues	-	-	-		
10-38-905	Credit Card Convenience Fee	-	-	-		
10-38-910	Event Revenues	-	19,000	19,000	19,000	19,000 Butch Cassidy 10K Race
	Misc Total	-	29,750	29,750		
Contributions and Transfers						
10-39-100	Contributions from Private Sources	-	-	-		
10-39-110	Contributions - Ambulance	-	-	-		
10-39-115	Contributions to Tennis Court Fund	-	-	-		
10-39-120	Contributions - Parks and Recreation	-	-	-		
10-39-122	Contribution to ISTE A match	-	-	-		
10-39-123	Contribution to Library Fund	-	-	-		
10-39-870	Interfund Loan, Transfer or Contributic	-	-	-	-	
10-39-880	Transfer from SMBA Fund	-	-	-	-	
10-39-990	Appropriated Use of BF Balance	7,600	941,250	933,650	941,250	
					27,000	RAP Tax Retained Funds
					-	Beer tax retained funds
					150,000	CP47 Projects
					24,150	Storm water master plan (town porti
					60,000	Transfer to Irrigation Fund
					390,000	History Center remodel
					7,500	CCC gallery lighting
					25,000	Open Space Bond Consultant (carr,
					25,000	Housing Study Consultant (carry ov
					225,000	fund balancing
					7,600	commemorative monument installa
						Vehicle Purchasing:
						Bucket Truck
						- Police Trucks
						- Police vehicle equipment
						- Comm Dev Dept vehicle
	Contributions and Transfers Total	7,600	941,250	933,650		
	Total General Fund Revenues	62,868	4,056,049	3,993,181		
	GF Exp	62,868	4,056,049	3,993,181		
		-	-	-		

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
10-43-110	Salaries & Wages	-	239,942	239,942	239,942	Treas	
10-43-120	Payroll Tax Expense	-	20,185	20,185	20,185	Treas	
10-43-130	Employee Benefits	-	122,315	122,315	122,315	Treas	
10-43-150	Contract Labor	-	-	-	-		
10-43-160	Employee Bonus	-	-	-	-		
10-56-165	Fire Marshall	-	-	-	-		Business License Inspections
10-43-210	Books & Subscriptions	-	545	545	545		
					250		Magazine subscriptions, books for library
					220	Treas	Spectrum Subscription
					75	Treas	Tech Net Subscription
10-43-220	Public Notices	-	400	400	400		
					400	Clerk	Classifieds
10-43-230	Travel	-	11,380	11,380	11,380		
					750	TM	ULCT Annual conference
					1,750	TM	ICMA National Conference
					500	TM	Rotary District Conference
					800	Treas	ULGT Semi-Annual Conferences
					150	Treas	Pelorus Conference (split)
					400	Treas	GFOA Certification/Testing
					600	Treas	PEHP Wellness Advisory Board Travel
					750	Clerk	Business license, records management and election
					900	Clerk	IIMC Training
					800	Clerk	UMCA fall conf
					750	Clerk	ULCT Annual conference
					100	Clerk	Mileage reimbursement - Darci
					100	Clerk	Mileage reimbursement - Katy
					180	TM	Monthly Manager's meetings
					150	TM	Monthly Zion Canyon Mayors meetings
					800	Treas	Treasurer's Institute
					700	Treas	Annual Arbinger Facilitator Conference
					700	Treas	IACP Conference Travel
					500	Treas	Annual Wellness Council Conference (2 members)
10-43-235	Vehicle Expense (Gas, R/M)	-	4,000	4,000	4,000		
					3,000	Treas	Fuel/Maintenance for Tahoe
					1,000		Tires
10-43-240	Office Supplies	-	3,300	3,300	3,300		
					2,500	Treas	General office supplies
					800		Records management supplies

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
10-43-250	Equip Supp/Maint	-	2,345	2,345	2,345		
					1,050	Treas	Upstairs Copier Maint (split)
					330	Treas	Downstairs Copier Maint (split)
					315	Treas	Laser Fiche maintenance contract (see split)
					500	Clerk	Sound system repair/maintenance (mics, mixer)
					150	Clerk	Misc. equipment supplies and maintenance
10-43-260	Bldgs & Grounds/Supplies & Me	-	-	-	-		
10-43-265	Uniforms	-	1,200	1,200	1,200	Treas	Admin Uniform Shirts/Hats/Jackets (\$200 per ee)
10-43-270	Utilities	-	21,000	21,000	21,000	Treas	TH Electricity/Propane/Dumpster/Drinking Water/Interne
10-43-280	Telephone	-	12,000	12,000	12,000	Treas	Admin Cell/Long Distance/TH Phone/Mango (6 phones :
10-43-290	Postage	-	1,500	1,500	1,500	Treas	Postage Split
10-43-300	Newsletters	-	-	-	-		
10-43-310	Professional services	3,000	10,998	7,998	10,998		
					1,848	Treas	1/3 of Pelorus Software Support
					400		State Code Update (shared with 1078)
					5,250	Clerk	Sterling Codifiers; \$250 - 1/2 of hosting, \$5000 for recoc
					500		paid social media (post boosting)
					3,000		Property appraisals
10-43-320	Legal Fees	-	115,200	115,200	115,200		
					60,000		General representation
					14,400		Prosecution
					10,800		Public Defender
					-		Civil Violation Appeals
					30,000		Litigation
10-43-330	Training & Education	-	7,400	7,400	7,400		
					150	Treas	UAPT Spring Conference
					200	Treas	IACP Annual Conference
					150	Treas	Utah GFOA Conference
					450	Treas	UAPT Certification Training
					100	Treas	Pelorus Conference (Dawn/Natalie)
					-	Treas	Arbinger Training Materials for Staff
					200	Treas	GFOA Testing
					400	Treas	GFOA Certification Training
					200	TM	UCMA conferences (spring)
					1,500	TM	ICMA National Conference
					700	TM	ULCT Annual Conference
					150	TM	Utah GFOA conference
					200	TM	Rotary District Conference
					1,000	Clerk	UMCA fall conference (Clerk & Dep. Clerk)
					1,000	Clerk	IIMC Training (Clerk & Dep. Clerk)
					700	Clerk	ULCT Annual Conference
					300	Clerk	Business license and records management

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
10-43-340	Dues & Memberships	-	4,305	4,305	4,305		
					950	TM	ICMA (City Managers National Association)
					50	TM	UCMA (Utah City Managers)
					960	Clerk	HPC Storage Unit
					560	Clerk	IIMC (Municipal Clerks National Association)
					30	Clerk	SWRCA (So. Utah Clerks Association)
					40	Clerk	UBLA (Utah Business License)
					150	Clerk	UMCA (Utah Municipal Clerks)
					160	Treas	GFOA Membership
					75	Treas	UAPT Membership
					150	Treas	APT US&C Membership
					190	Treas	SHRM Membership
					50	Treas	UGFOA Membership
					650	TM	Zion Canyon Rotary [Rick]
					200	Clerk	National Notary Association
					90		Annual Springdale sign permit (UDOT)
10-43-480	Special Dept Supplies	-	1,350	1,350	1,350		
					600	Treas	Staff Meeting Supplies
					750	Treas	Staff Christmas party split (\$125 per ee)
10-43-490	Computer supplies	-	6,076	6,076	6,076		
					500	Treas	Printer Toner/Misc. Supplies
					540	Treas	Dawn Computer lease (L20-07/2019)
					660	Treas	Darci Elitebook lease (L14-10/2016)
					-	Treas	Jen Computer lease (L10-07/2015) mpved to 10-56
					372	Treas	Dawn Laptop lease (L20-07/2019)
					612	Treas	Rick Computer lease (L20-07/2019)
					432	Treas	Natalie Desktop lease (L15-06/2017)
					432	Treas	Shadell Desktop lease (L15-06/2017)
					384	Treas	Katy Notebook Lease (L15-06/2017)
					348	Treas	Dawn Printer Lease (L15-06/2017)
					336	Treas	Shadell Scanner Lease (L15-06/2017)
					320	Clerk	Dropbox Software (clerk, DCD and TM)
					140	Clerk	Adobe Pro software (Darci)
					200	Clerk	Adobe Pro software (Katy)
					200	Treas	Adobe Pro software (Shadell)
					600		misc computer software/maint
10-43-510	Insurance/surety bonds	-	8,010	8,010	8,010		
					610	Treas	Treasurer's Bond #68766025 (split w/51)
					1,000	Treas	Position schedule bond - Mayor/TM/Council Member #7
					126	Treas	Blanket bond
					165	Treas	Blanket Notary and E & O bonds
					550	Treas	Auto insurance (split)
					5,544	Treas	Liability Insurance (split)
					15	Treas	Equipment Insurance (split)
10-43-520	Bank chgs	-	14,500	14,500	14,500	Treas	ACH/Merchant/Direct Deposit Fees

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
10-43-610	Misc supplies	-	700	700	700		
					500	Treas	
					200	Clerk	Springdale branded items
					6,000		Ironman 70.3 - Springdale 'swag' items
10-43-620	Misc Services	-	1,500	1,500	1,500		
					500	Treas	Vaccinations
					1,000		Springdale 'welcome kit' (design & print masters)
10-43-740	Capital Outlay-Equipment	-	-	-	-		
					-	Treas	Canon IR-55351 for Upstairs (split w/1078)
FY19-20 Budget		3,000	610,151	607,151			
Previous Year							
Difference							
Percentage Change							
	GF Rev	62,868	4,056,049	3,993,181			
	GF Exp	62,868	4,056,049	3,993,181			
		-	-	-			

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
10-50-230	CARES Act Expenses	55,268.00	55,268.00	-		Treas	Expenses reimbursed by CARES Act Funding
10-50-270	Utilities	-	670	670	670		
					600		Blue Sky Power (20% of total power load, except streetlights)
					50		Solar energy monitoring
10-50-310	Professional/Technical Services	-	6,200	6,200	6,200		
					3,200	Treas	Audit (see split)
					3,000	Treas	Internal Auditor Contracting
10-50-350	City Celebrations	-	30,000	30,000	30,000		
					-		July 4th
					-		24th of July
					1,500		Holiday/Misc/Parade Candy
					500		Washington County Fair display supplies
					10,000		Christmas decorations (street light poles)
					5,250		Lights/install for town Christmas tree
					1,600		Christmas light install (town hall, ccc, gazebo park, lion lights)
					2,500		US Flags for holidays (pole banners)
					19,000	Treas	Butch Cassidy 10K Race
					4,000		Joy to the World Fireworks
					2,500		Joy To The World Festival
					1,500		Wreaths Across America
10-50-490	Computer Supplies	3,250	18,793	15,543	18,793		
					165	Treas	Infowest Web hosting split
					2,000		Misc. Supplies
					500	Treas	Infowest email account split
					1,800	Treas	Mountain West Computer Service contract
					7,000	Treas	CivicPlus Annual Support
					1,128	Treas	L17-07/2018 Server
					1,300	Treas	Slack subscription
					1,650	Treas	PaperTrl Subscription (split w/51, 52, 55)
					3,250		Google/gmail/g-suite email account split
10-50-620	Misc Services	-	-	-	-		
10-50-625	Bad Debt	-	-	-	-		
10-50-630	Underground Power	-	-	-	-		
10-50-631	Zions Credit Line Payment	-	-	-	-		
10-50-635	Debt Service Principal	-	-	-	-		
10-50-636	Debt Service Interest	-	-	-	-		
10-50-650	Grant Expense	-	-	-	-		

10-50-990	Appropriated Increase Fund Bal	(7,095)	2,373	9,468	2,373	
					-	RAP Tax Allocation (held until projects identified)
					2,373	fund balancing
<hr/>						
	FY19-20 Budget	51,423	113,304	61,881		
	Previous Year					
	Difference					
	Percentage Change					
	GF Rev	62,868	4,056,049	3,993,181		
	GF Exp	62,868	4,056,049	3,993,181		
		-	-	-		

Account	Description	Change	Amend #1	20-21 Budget	Request	Explanation
10-81-110	Salaries & Wages		-	-	-	Treas
10-81-120	Payroll Tax Expense		-	-	-	Treas
10-81-130	Employee Benefits		-	-	-	Treas
10-81-150	Contract Labor		-	-	-	
10-81-210	Books and Subscriptions		-	-	-	
10-81-220	Public Notices		-	-	-	
10-81-230	Travel		-	-	-	
10-81-240	Office Supplies		-	-	-	office supplies
10-81-250	Equipment, Supplies, Maintenance		-	-	-	Museum materials: pamphlets, printed materials Museum exhibit development Museum display materials
10-81-260	Bldgs & Grounds/supplies/maint		-	-	-	building maintenance cleaning (assum docents)
10-81-270	Utilities	500	500	-	500	Treas History Center Electricity/Internet
10-81-280	Telephone		-	-	-	Mango voice phone (in Govt. Buildings)
10-81-290	Postage		-	-	-	
10-81-295	Sales Taxes		-	-	-	Retail Merchandise
10-81-300	Marketing		-	-	-	Museum marketing Social media/web marketing
10-81-310	Professional/Technical Services	7,600	10,560	2,960	10,560	2,000 Historic preservation CLG Grant match and projects National Register nominations (8 properties on ILS list) ILS History Center property - Treas Pest Control - Treas Alarm monitoring - Treas Alarm Troubleshooting - Treas Heating/Air conditioning maintenance 960 Storage (offsite) 7,600 Commemorative Monument installation/maintenance
10-81-330	Education and Training		-	-	-	
10-81-340	Dues and Memberships	345	345	-	345	345 National Association for State and Local History

Account	Description	Change	Amend #1	20-21 Budget	Request	Explanation
10-81-480	Special Dept Supplies	-	-	-	-	Museum events (quarterly) Fundraising Expense
10-81-490	Computer Supplies	-	-	-	-	Office Technology
10-81-510	Insurance/Surety Bonds	-	-	-	-	
10-81-520	PayPal charges	-	-	-	-	
10-81-610	Misc Supplies	-	-	-	-	
10-81-620	Misc Services	-	-	-	-	
10-81-740	Capital Outlay - Equipment	-	-	-	-	
10-81-780	Capital Outlay - Historic Project:	-	390,000	390,000	390,000	
					295,000	fund bala Building Rehabilitation
					95,000	fund bala Museum exhibits, technology for displays
FY19-20 Budget		8,445	401,405	392,960		
Previous Year						
Difference						
Percentage Change						
	GF Rev	62,868	4,056,049	3,993,181	58,500	
	GF Exp	62,868	4,056,049	3,993,181	27,500	CRSA
		-	-	-	9,000	CRSA Optional
					22,000	Eagle Environmental

Account	Description	Change	Amend #1	20-21 Budget	Explanation
Operating Revenue					
51-37-100	Water Sales	-	630,000	630,000	
51-37-400	Contributed Resort Tax	-	-	-	
51-37-500	Garbage	-	48,000	48,000	
51-37-600	Irrigation Fees	-	-	-	
51-37-700	Irrigation Assessments	-	-	-	
51-39-980	Water Dedication Fee-in-Lieu	-	-	-	900/ERU if water dedication not available
	total operating	-	678,000	678,000	
Non-Operating Revenue					
51-37-200	Connection Fees	-	54,540	54,540	54,540 9 homes @ 6,060 each
51-37-300	Utility Encroachment Permits	-	1,000	1,000	
51-37-800	Rockville Pipeline Capital Cont	-	5,957	5,957	
51-38-100	Interest Earnings	-	-	-	
51-38-110	Interest - State Treasurer	-	20,000	20,000	
51-38-120	State Planning Grant	-	-	-	water master plan grant - State of Utah
51-38-140	State CIB	-	-	-	
51-38-400	Sale of Fixed Assets	-	-	-	
51-38-570	Federal Grant Proceeds	-	-	-	
51-38-800	BWR Reimb, Water Proj	-	-	-	
51-38-870	ARRA Project Funds	-	-	-	
51-38-900	Miscellaneous	-	5,000	5,000	
51-38-910	Penalties	-	12,000	12,000	
	total non-operating	-	98,497	98,497	
Contributions and Transfers					
51-39-870	Interfund Loan, Xfer or Contribution	-	64,511	64,511	64,511 Transfer from General Fund
51-39-990	Appropriated Use of Beginning Fund Balar	-	278,000	278,000	278,000
					20,000 Appropriation for emergency water line repairs
					20,000 New WTP Contingency
					50,000 Water shares acquisitions (water dedication fee i
					38,000 chemical pump replacement
					50,000 pond dredging
					- Vehicle Purchasing: Water Dept Employee Vehic
					- Vehicle Purchasing: Utility Trailer
					- Vehicle Purchasing: Attachments for Mini-Ex/Ski
					100,000 fund balancing
	total contributions	-	342,511	342,511	
	Water Revenue Totals	-	1,119,008	1,119,008	
	Water Fund Expenses	1,625	1,115,490	1,113,865	
		(1,625)	3,518	5,143	

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
Operating Expenses							
51-40-110	Salaries & Wages	-	215,296	215,296	215,296	Treas	
51-40-120	Payroll Tax Expense	-	20,858	20,858	20,858	Treas	
51-40-130	Employee Benefits	-	115,994	115,994	115,994	Treas	
51-40-210	Books & Subscriptions	-	-	-	-		
51-40-220	Public Notices	-	-	-	-		
51-40-230	Travel	-	1,650	1,650	1,650		
					1,500		training related travel
					150	Treas	Pelorus Conf (split)
51-40-235	Vehicle Repair/Maintenance	-	6,000	6,000	6,000		
					3,000		Misc Repair/Maintenance
					3,000		Tires
51-40-236	Fuel	-	8,000	8,000	8,000	Treas	Fuel + 1/2 new hire
51-40-237	Dump Truck Rental Expense	-	-	-	-		
51-40-240	Office Supplies & Expense	-	500	500	500	Treas	Office Supplies
51-40-250	Equip: Supplies/Maint	-	68,490	68,490	68,490		
					315	Treas	LaserFiche Maint. Agreement (see split)
					175	Treas	Upstairs Copier Maint. (split)
					600	Treas	Utility Bills/Envelopes (split)
					100	Treas	WTP Copier Maint. (split with 52)
					10,000	fund balanc	emergency water line repair supplies
					10,000		cullinary water parts
					5,000		Misc equipment maintenance
					2,300		Generator Service Contract
					38,000	fund balanc	Parts for plant-chemical pump replacement
					2,000		Water sample stations
51-40-252	Chemicals	-	25,000	25,000	25,000		chemicals
51-40-255	Shop Equipment and Supplies	-	6,090	6,090	6,090		
					3,000		PW shop maintenance (bulk items, fuel, trailer maintenance)
					700		PW shop tools
					1,250		Safety supplies and signs (split 4 - streets, irrigation, water, sew
					-		Vehicle maintenance
					1,140		Welding tools/supplies

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
51-40-260	Bldg/Grounds: supp/maint	-	72,464	72,464	72,464		
					250		Weed control, paint, lights, restroom supplies
					167		Fire Extinguisher Inspections
					47		Annual Fire Marshall Inspection
					-		Shop Road Maintenance
					2,000		Rebuild structure screen lid (culinary portion)
					20,000	fund balanc	New WTP contengency (misc fixes, changes, etc.)
					50,000	fund balanc	pond dredging
51-40-265	Uniforms	-	3,050	3,050	3,050		
					1,700		Quartermaster Uniform - PW (2 employee)
					850		New employee
					500		PPE/safety equipment
51-40-270	Utilities	-	38,150	38,150	38,150		
					33,000	Treas	
					3,200	Treas	Irrigation pump house (culinary portion)
					615	Treas	Blue Sky Power (20% of total power load)
					285	Treas	Power at Shop
					300		Solar energy monitoring
					750	Treas	Internet
51-40-275	Utilities - Irrigation	-	-	-	-		
51-40-280	Telephone	-	8,860	8,860	8,860		
					2,800	Treas	WTP phone/cell + 1/2 of new hire
					1,560	Treas	Portion of Mangovoice (6 phones)
					780	Treas	WTP Fire Alarm
					960	Treas	Verizon Data Cards
					2,760	Treas	Centurylink
51-40-290	Postage	-	3,000	3,000	3,000		
					1,500	Treas	Postage/Meter Rental (split)
					1,500	Treas	UPS
51-40-300	Contract Labor	-	15,000	15,000	15,000	fund balanc	assistance on water breaks/other work
51-40-310	Professional/Technical Services	-	28,440	28,440	28,440		
					1,000		Sunrise Engineering, sampling
					2,000		SCADA maintenance/support
					3,100	Treas	water portion of audit (split)
					1,904	Treas	Pelorus software support (split)
					255	Treas	WTP Alarm Monitoring
					948	Treas	WTP pest control
					333		State Code Update
					-		Water usage totalizers (system telemetry)
					-		Water master plan update
					-		Tank Cleaning
					-	Treas	master meter support
					5,000		Tank Road maintenance
					2,500		Development Standards update
					5,000		Update GIS
					5,400	Treas	Badger Meter Cell Service
					1,000	Treas	Internal Auditor Contracting

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
51-40-330	Education/Training	-	4,000	4,000	4,000		
					500		Certifications
					3,500		Training
					-	Treas	Arbinger materials for training
51-40-340	Dues & Memberships	-	925	925	925		
					525	Treas	RWAU
					250	Treas	AWWA
					50		RWAU Scholarship Fund
					100	Treas	Utah Water Users Assoc.
51-40-350	Garbage Administration	-	47,000	47,000	47,000	Treas	
51-40-360	Purchased Water	-	50,000	50,000	50,000		
					50,000	fund balance	Water Shares acquisition
51-40-370	Water Tests	-	8,000	8,000	8,000		
51-40-380	Water Rights Assessments	-	50	50	50		
51-40-390	Irrigation Shares Assessments	-	-	-	-		
51-40-480	Special Dept Supplies	-	450	450	450		
					200	Treas	Staff Meeting Supplies
					250	Treas	Staff Christmas party split (\$125 per ee)
51-40-490	Computer Supplies	1,625	6,835	5,210	6,835		
					-		
					900	Treas	Mountain West Computer Service Contract split
					10	Treas	Infowest web hosting split
					500	Treas	infowest email account split
					396	Treas	Joe Desktop Lease (L13-07/2016)
					1,128	Treas	Server (L17-07/2018)
					1,116	Treas	3 Lenovo Notebooks (L18-10/2018)
					610	Treas	Slack subscription
					550	Treas	PaperTrl subscription (split 1050, 52, 55)
					1,625		Google/gmail/G-suite split
51-40-510	Insurance/Surety	-	18,427	18,427	18,427		
					1,350	Treas	Auto Premium (see split)
					8,500	Treas	Property premium (see split)
					5,940	Treas	Liability Insurance (see split)
					105	Treas	Equipment Insurance (see split)
					120	Treas	Safe Drinking Water Bond 71448625
					610	Treas	Treasurer's Bond 68766025 (split w/1043)
					1,000	Treas	Position Schedule Bond 70057956 (split w/1043)
					-	Treas	
					802	Treas	Community Impact Funding Bond 71518003
51-40-520	Bank Charges	-	-	-	-		
					-		
					-		
					-		
					-		

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
51-40-610	Misc Supplies	-	250	250	250	Treas	
51-40-620	Misc Services	-	500	500	500	Treas	Vaccinations/Misc.
51-40-625	Bad Debt	-	-	-	-		
51-40-650	Depreciation	-	-	-	-		Portion of depreciation
51-40-740	Capital Outlay - Water Equipme	-	-	-	-		
					-		- fund balan: Vehicle Purchasing: Water Dept Employee Vehicle
					-		- fund balan: Vehicle Purchasing: Utility Trailer
					-		- fund balan: Vehicle Purchasing: Attachments for Mini-Ex/Skid Steer
					42,612		Vehicle account payment: Water Fund
					1,800		Flagging Lights (split)
51-40-750	Capital Outlay - Shop Equipmer	-	-	-	-		
51-40-780	Capital Outlay - Water Projects	-	-	-	-		100,000 master meters - water data use
51-40-785	Capital Outlay - Shop Projects	-	-	-	-		
51-40-790	Capital Outlay - Other	-	-	-	-		
51-40-795	Capital Outlay - ARRA Project	-	-	-	-		
Total Operating		1,625	773,279	771,654			
Non-Operating Expenses							
51-40-810	Debt Service Principal	-	248,000	248,000	248,000		
					-	Treas	8079446 Water Revenue Bond 1987A
					-	Treas	8079466 Water Revenue Bond 1995A
					-	Treas	8079465 2004 Water Tank Bond
					-	Treas	2004 Water Tank Bond Reserve
					64,000	Treas	2009 Water Tank Bond
						Treas	2009 Water Tank Bond Reserve
					5,000	Treas	2012 Water Revenue Bond (pond project)
					179,000	Treas	2017 Water Revenue Bond
51-40-820	Debt Service Interest	-	41,170	41,170	41,170		
					-	Treas	8079465 2004 Water Bond Int.
	289170				13,350	Treas	2009 Water Tank Bond Interest
					27,820	Treas	2017 Water Revenue Bond Interest
51-40-830	Due to General Fund	-	-	-	-		
51-90-880	Transfer to General Fund	-	-	-	-		

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
51-90-400	Transfer to Cap Projects Fund	-	-	-	-		Transfer to CDBG for Zion Shadows water line project
51-90-500	Transfer to Irrigation Fund	-	-	-	-		Transfer to Irrigation fund for operating expenses
51-90-600	Renewal and Replacement Fur	-	53,041	53,041	53,041		5% of all expenses to renewal and replacement fund
51-90-990	Appriated Increase Fund Balanc	-	-	-	-		Fee-in-lieu payments
Total Non-Operating		-	342,211	342,211			
Total Water Fund Expenses		1,625	1,115,490	1,113,865			
Previous Year budget							
Waer Fund Revenue				1,119,008		289170	
Water Fund Expenses				1,113,865			
Totals Water Fund				5,143			

Account	Description	Change	Amend #1	20-21 Budget	Explanation
Operating Revenue					
52-37-100	Sewer Services	-	240,000	240,000	330,734
	total operating	-	240,000	240,000	
Non-Operating Revenues					
52-37-200	Connection Fees	-	-	-	
52-37-300	Utility Encroachment Permits	-	-	-	
52-38-040	Grant Revenue	-	-	-	
52-38-100	Interest Earnings	-	-	-	
52-38-110	Interest - State Treasurer	-	4,000	4,000	
52-38-120	State Planning Advance	-	-	-	
52-38-870	ARRA Project Funds	-	-	-	
52-38-880	NPS Reimb, Sewer Project	-	-	-	
52-38-885	BWQ Reimb, Sewer Project	-	-	-	
52-38-900	Miscellaneous	-	6,000	6,000	6,000 sewer grinders (Canyon Springs propert
52-38-910	Dump Truck Rental Revenue	-	-	-	
	total non-operating	-	10,000	10,000	
Contributions and Transfers					
52-39-870	Interfund Loan, Xfer or Contribution	-	1,280	1,280	1,280 Transfer from General Fund
52-39-990	Appropriated Use of Beginning Fund Balance	-	262,150	262,150	262,150
					10,000 emergency sewer line repair
					10,000 Effluent Land Application
					47,150 Sewer Master Plan
					10,000 UV system upgrade
					50,000 sludge reduction
					20,000 dike road maintenance
					- Vehicle Purchasing: Utility Trailer
					- Vehicle Purchasing: Attachments for Mii
					115,000 fund balancing
	total contributions and transfers	-	263,430	263,430	
	Sewer Fund Revenue	-	513,430	513,430	
	Sewer Fund Expenses	1,625	509,980	508,355	
		(1,625)	3,450	5,075	

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
Operating Expenses							
52-40-110	Salaries & Wages	-	93,954	93,954	93,954	Treas	
52-40-120	Payroll Tax Expense	-	8,839	8,839	8,839	Treas	
52-40-130	Employee Benefits	-	49,018	49,018	49,018	Treas	
52-40-210	Books & Subscriptions	-	-	-	-		
52-40-220	Public Notices	-	-	-			
52-40-230	Travel	-	400	400	400		
					150	Treas	Pelorus Conf (split)
					250		wastewater certification/training
52-40-235	Vehicle Repair/Maintenance	-	2,500	2,500	2,500		
					1,500		Misc Repair/Maintenance
					1,000		Tires
52-40-236	Fuel	-	2,000	2,000	2,000	Treas	Fuel + 1/2 of new hire
52-40-240	Office Supplies & Expense	-	300	300	300	Treas	
52-40-250	Equip: Supp/Maint	-	17,190	17,190	17,190		
					315	Treas	LaserFiche maintenance (split)
					-	Treas	Radio Read Maint.
					175	Treas	Upstairs Copier Maint. (split)
					600	Treas	Utility Bills/Envelopes (split)
					100	Treas	WTP Copier Maint. (split with 51)
					5,000		Blower /UVmaintenance
					3,000		misc equipment maintenance
					5,000		Sewer grinder maintenance
					3,000		test equipmen/t maint do/tss
52-40-252	Chemicals	-	400	400	400		Disinfectants, DO meter solvent, etc.
52-40-255	Shop Equipment and Supplies	-	6,090	6,090	6,090		
					3,000		PW shop maintenance (bulk items, fuel, trailer mainter
					700		PW shop tools
					1,250		Safety supplies and signs (split 4 - streets, irrigation, w:
					-		Vehicle maintenance
					1,140		Welding tools/supplies
52-40-260	Bdlgs/Grounds/Supp/Maint	-	30,314	30,314	30,314		
					100		Misc
					167		Fire Extinguisher Inspections
					47		Annual Fire Marshall Inspection
					-		Shop Road maintenance
					20,000	fund bala	Dike road maintenance
					10,000	fund bala	rebuild/replace UV tubes, rails and sensor

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
52-40-265	Uniforms	-	940	940	940		
					850		Quartermaster Uniform - PW (1 employee)
					-		New employee
					90		PPE/safety equipment
52-40-270	Utilities	-	20,015	20,015	20,015		
					18,000	Treas	
					615	Treas	Blue Sky Power (20% of total power load)
					300	Treas	Power at Shop
					350		Solar energy monitoring
					750	Treas	Internet
52-40-280	Telephone	-	1,000	1,000	1,000	Treas	Cell + 1/2 of new hire
52-40-290	Postage	-	3,500	3,500	3,500	Treas	Postage/Meter Rental (split)
52-40-300	Contract Labor	-	10,000	10,000	10,000	fund bala	Sewer line break/emergency repair
52-40-310	Professional/Technical Service	-	141,431	141,431	141,431		
					1,000		Engineering and Alan Lee assistance
					28,000		Sewer line maintenance contract (1/3 of system) cleaning and cameraing (Twin D)
					1,500		Ash Creek/Robot Rooter services
					1,848	Treas	Pelorus Support (see split)
					3,100	Treas	Audit (see split)
					333		State Code Update
					-	Treas	Master meter support
					47,150	fund bala	Sewer Master Plan update
					2,500		Development Standards update
					50,000	fund bala	Chemical sludge treatment
					5,000		Update GIS
					1,000	Treas	Internal Auditor Contracting
52-40-330	Education & Training	-	1,000	1,000	1,000		
					-	Treas	Arbinger materials for training + 1/2 new hire
					1,000		wastewater certification maintenance (spring RWAU)
52-40-340	Dues & Memberships	-	1,038	1,038	1,038		
					150	Treas	Blue Stakes of Utah
					550		Sewer Discharge Permit
					288		Rural Water Assoc. of Utah Dues
					50		Utah Division of Water Quality Memberships
52-40-370	Testing	-	10,000	10,000	10,000		
52-40-480	Special Dept Supplies	-	225	225	225		
					100	Treas	Staff Meeting Supplies
					125	Treas	Staff Christmas party (\$125 per ee)

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
52-40-490	Computer Supplies	1,625	6,837	5,212	6,837		
					396	Treas	Robby Desktop (L20-07/2019)
					900	Treas	Annual service contract
					500	Treas	misc computer repair/maintenance
					550		Sewer Lagoons internet access
					100	Treas	Infowest web hosting split
					500	Treas	infowest email account split
					1,116	Treas	Server Split (L17-07/2018)
					600	Treas	Slack subscription
					550	Treas	PaperTri subscription (split w/1050, 51, 55)
					1,625		Google/gmail/G-Suite account split
52-40-510	Insurance/surety bonds	-	7,239	7,239	7,239		
					5,940	Treas	Liability policy (see split)
					600	Treas	Auto Premium (see split)
					600	Treas	Property premium (see split)
					99	Treas	Equipment Insurance (see split)
52-40-520	Bank charges	-	-	-	-		
52-40-610	Misc Supplies	-	250	250	250	Treas	
52-40-620	Misc Services	-	500	500	500	Treas	Blue Stakes Notifications/Misc.
52-40-625	Bad Debt	-	-	-	-		
52-40-650	Depreciation	-	40,000	40,000	40,000		Portion of Depreciation
52-40-740	Capital Outlay - Sewer Equipm	-	20,000	20,000	20,000		
					-	fund bala	Vehicle Purchasing: Utility Trailer
					-	fund bala	Vehicle Purchasing: Attachments for Mini-Ex/Skid Steer
					15,298		vehicle account payment: Sewer Fund
					1,800		Flagging Lights
					20,000		Dorsett panels at influent/effluent sites
52-40-750	Capital Outlay - Shop Equipme	-	-	-	-		
52-40-780	Capital Outlay - Sewer Projects	-	25,000	25,000	25,000		
					5,000		Manhole filters
					10,000		Roickville Metering Station
					10,000	fund bala	Effluent land application
52-40-785	Capital Outlay - Shop Projects	-	-	-	-		
52-40-790	Capital Outlay - Other	-	10,000	10,000	10,000		
					10,000		new sewer grinder pumps (canyon springs)
					-		
52-40-795	Capital Outlay - ARRA Project	-	-	-	-		
Total Operating Expenses		1,625	509,980	508,355			

Account	Description	Change	Amend #1	20-21 Budget	Request	Who	Explanation
Non-Operating Expenses							
52-40-810	Debt Service Principal	-	-	-	-		
52-40-820	Debt Service Interest	-	-	-			
52-40-821	Loss-Disposal of Assets	-	-	-			
52-40-830	Due to General Fund	-	-	-			
52-40-880	Interfund Loan, Xfer or Contrib.	-	-	-	-		
52-90-400	Transfer to Cap Projects Fund	-	-	-	-		
Total Non-Operating Expenses		-	-	-			
Total Sewer Fund Expenses		1,625	509,980	508,355			
	Previous year						
	Sewer Fund Revenue			513,430			
	Sewer Fund Expenses			508,355			
	Sewer Totals			5,075			



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: September 3, 2020
Re: September 9, 2020 Town Council Meeting
Housing Study Update

Executive Summary

Benj Becker from Zions Bank Public Finance Municipal Consulting Group (ZPFI) has been conducting a housing analysis and study for the Town. Mr. Becker has done extensive research, stakeholder interviews, public outreach, and consulting with staff. Based on this work he is ready to make initial recommendations to the Council. Mr. Becker will present these initial recommendations in the meeting.

Mr. Becker anticipates feedback and direction from the Council to help inform the final version of the plan. Based on the Council's response and direction Mr. Becker will revise the plan and make a final presentation to the Town in a subsequent meeting.



PROCLAMATION 2020-04

**DECLARING SEPTEMBER 2020 "IDLE FREE AWARENESS" MONTH
IN THE TOWN OF SPRINGDALE**

WHEREAS, the Town of Springdale has found that unnecessary motor vehicle idling contributes to air and noise pollution, wastes fuel and adversely affects health; and

WHEREAS, emissions from vehicle idling affects the natural environment, air quality, and the well-being of residents and visitors; and

WHEREAS, the Town of Springdale desires to reduce the negative impacts of unnecessary motor vehicle idling; and

WHEREAS, pursuant to Code Section 6-1-5 the Town of Springdale adopted Motor Vehicle Idling Restrictions in order to educate operators of motor vehicles about the detrimental impacts of excessive idling and to encourage responsible idling practices; and

WHEREAS, education about idle reduction can raise community awareness, and encourage the community to develop idle free habits; and

WHEREAS, a goal in the General Plan under Chapter 7.2 seeks to protect air quality to preserve the health, safety and welfare of Springdale's residents; and

WHEREAS, the Town of Springdale supports the Utah Clean Cities *Be Idle Free* program, signed the Governor's *Be Idle Free* pledge, and supports the statewide focus to declare the month of September as "*Idle Free Awareness Month*",

NOW THEREFORE, I, Stanley J. Smith, Mayor of Springdale, Utah do hereby proclaim September 2020 as:

IDLE FREE AWARENESS MONTH

in the Town of Springdale, and encourage residents and visitors to practice no idling for the greater benefit of our community.

Signed this 9th day of September 2020.

Stanley J. Smith, Mayor

Attest:

Darci Carlson, Town Clerk



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: September 3, 2020
Re: September 9, 2020 Town Council Meeting
Interpretation of Ferber Development Agreement Regarding Camping Cabins

Executive Summary

The Town has a Development Agreement with Stew Ferber regarding the development of several of his properties in Town. The Agreement restricts the use of the back half of the Zion Canyon Campground property to a campground use only.

Mr. Ferber desires to place camping cabins on the back half of the property.

The Council needs to determine if camping cabins as proposed by Mr. Ferber are an allowable use under the Development Agreement.

Background and Analysis

In 2015 the Town entered into a Development Agreement with Stew Ferber. The Agreement allowed the transfer of development rights from a highly visual piece of property in the Central Commercial zone to several of Mr. Ferber's other properties in the Town. The Zion Canyon Campground property, owned by Mr. Ferber, did not receive any of the transferred development rights from the CC property. However, development regulations on the Campground property were included in the Agreement.

The Agreement limits development on the back half of the Campground property to a campground. The Agreement specifically prohibits transient lodging and other commercial uses on the back half of the property (see section 3(d)(ii) of the Agreement, attached).

Mr. Ferber would like to place camping cabins on the rear half of the property. The Council needs to determine if camping cabins are allowed under the Development Agreement restriction on the property.

The type of cabins Mr. Ferber is proposing are rustic accommodations with no amenities (other than electricity and air conditioning). The cabins have bunks for sleeping, but no plumbing for running water (thus no shower or bathroom facilities). Mr. Ferber has indicated camping cabins are a common feature in many campgrounds and has provided examples: [KOA](#), [Jellystone](#), and [Zion River Resort](#).

The main issue for the Council to consider is whether the cabins Mr. Ferber is proposing can be classified as part of a campground use (allowed by the Development Agreement), or are actually part of a transient lodging facility (prohibited by the Development Agreement). The Council may wish to reference the following definitions from Town Code to aid in making this determination.

CAMPGROUND: An area improved and used for camping on an ongoing basis.

CAMPING: A temporary establishment of living facilities such as tents, yurts, or recreational coaches as regulated by this title. This definition includes any overnight occupancy of any structure or facility

of any kind with the exception of an approved dwelling unit or transient lodging unit which has been issued a certificate of occupancy.

DWELLING UNIT: One or more rooms in a dwelling designed for living and sleeping purposes, and having not less than one kitchen and one bathroom.

TRANSIENT LODGING FACILITY: Any establishment that receives payment in any form of exchange for the use of any dwelling for thirty (30) consecutive days or less, including any hotel, motel, bed and breakfast, boarding house, hostel or the like.

Staff suggests the following key considerations for the Council:

- The definition of “camping” emphasizes the temporary nature of structures used in the camping use. Thus, for a camping cabin to be considered “camping” and part of a “campground” under the Town code it must be a temporary structure. If the structure is on a permanent foundation, permanently connected to utilities, etc. it would not qualify as a “temporary establishment” as emphasized in the definition of camping.
- The definition of “camping” excludes any dwelling unit. The definition of “transient lodging facility” is a dwelling used on short term basis. Thus, if the cabins are considered “dwelling units” they cannot be classified as camping and part of a campground. The definition of “dwelling unit” requires the unit to have bathroom and kitchen facilities. If the cabins lack these facilities they are not dwelling units and would not be considered transient lodging.

Summary

The Council needs to determine if camping cabins can be considered an allowed “campground” use. If the cabins are a campground use then the Development Agreement allows them to be placed on the rear portion of the Zion Canyon Campground property.

Staff suggests the following factors support a finding that the cabins are an allowed campground use:

- The cabins are temporary structures. They are not placed on a permanent foundation and are not permanently connected to utilities.
- The cabins do not contain plumbing, kitchen, or bathroom facilities. They are therefore not classified as a “dwelling unit” or a “transient lodging unit.”

If the Council determines the cabins are an approved campground use the above findings could be made conditions for any future cabin development on the property.

From: [stewart ferber](#)
To: [Tom Dansie](#); [Dave Greer](#)
Subject: Fwd: CABIN EXAMPLES
Date: Tuesday, August 18, 2020 11:55:48 AM

Tom,

Below I have sent you a couple of links to a couple of CAMPGROUND companies that have parks around the country, as well as a local RV Park in Virgin. Camping cabins are not a new concept, in fact the camping cabins I'm proposing are becoming dinosaurs because of the lack of amenities inside. But I'm not trying to build another hotel, just a step up from a tent site. There are advantages to both the camper and our park. For example, the camper who might come late after work from St. George, Salt Lake or Vegas could arrive late and have nothing more to do than unload their belongings from their vehicle. No more late night tent set up which brings noise, and light pollution, because it is typically their car that acts as the lights to get set up. Tents have always been a challenge, but there is a segment of die hard tenters who won't use a hotel and will not rent or buy an RV. For us, this would mean strategically replacing tent sites that are in our park that might be next to a neighboring property, a site difficult to navigate after dark, or an area of the campground that would be affected by the late night arrival. We feel that landscape and location of picnic tables and fire pits could also be permanently mounted in the best spot for all concerned.

With several new GLAMPING and campgrounds going in the surrounding areas, we would like to elevate our basic tenting experience, we would offer these units with no plumbing, nestled on skids set on rocks, plugged in to our campground utility box providing basic lighting, and an air conditioner. There would be no modern amenities in these units, no TVs, no bathrooms, no bedding, only to be cleaned upon departure by maintenance staff. People would obtain and bring their own bedding. During heavy rains in the area, or blasting heat, it would be a good alternative to the basic tenting experience. Below are just a few examples of what is the norm in most campgrounds.

<https://koa.com/ways-to-stay/cabins/>

<https://www.jellystonesiouxfalls.com/accommodations/cabin-photos/>

<https://zionriverresor.wpengine.com/camping-facilities-near-zion/>

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into as of the 10th day of November, 2015 (the “Effective Date”), by and between the **TOWN OF SPRINGDALE**, a Utah municipal corporation (the “Town”), on the one hand; and **STEWART FERBER**, an individual; **FERBER ENTERPRISES, L.L.C.**, a Utah limited liability company; **HALEY HARRISON HOSPITALITY, L.L.C.**, a Utah limited liability company; **STUMAR PROPERTIES, L.L.C.**, a Utah limited liability company; **ZION CANYON CAMPGROUND, L.L.C.**, a Utah limited liability company; and **THE ROBERT E. AND VIOLET B. RASLSTON TRUST, u/a/d March 18, 2002, and the Second Amendment to and Complete Restatement of The Robert E. and Violet B. Ralston Trust, dated May 15, 2008, and the Addendum to the Second Amendment to and Complete Restatement of The Robert E. and Violet B. Ralston Trust, dated April 4, 2014 (hereinafter “The Robert E. and Violet B. Ralston Trust”)**, along with their heirs, successors, and assigns, on the other hand. Stewart Ferber, Ferber Enterprises LLC, Haley Harrison Hospitality LLC, Stumar Properties LLC, Zion Canyon Campground LLC and The Robert E. and Violet B. Ralston Trust are sometimes referred to collectively as the “Ferber Parties.”

RECITALS OF FACTS.

1. The Town’s natural beauty and climate, combined with the Town’s proximity to Zion National Park, have increased the demand for the limited land within the Town’s boundaries.
2. The Ferber Parties own multiple improved and unimproved parcels of property (hereinafter sometimes collectively the “Properties”) within the Town. The Ferber Parties are willing to voluntarily and forever decrease and restrict by recorded covenant the lawful and permitted uses and development on certain of the Properties that may have negative aesthetic impact on other contiguous properties, their owners and the greater community in general in exchange for certain development incentives for other of the Properties.
3. The Properties are presently owned and identified as follows:
 - a. **Serial/Parcel S-78-A-1** (the “Montclair Property”) is owned by Stumar Properties, L.L.C. with Stewart Ferber as its managing member, which is legally described as follows:

S: 32 T: 41S R: 10W BEG S89*58'40 E 2495.52 FT ALG C/S/L & N 93.67 FT FM W1/4 COR SEC 32 T41S R10W; TH N40*29'15 W 394.54 FT; TH N50*0'05 E 20 FT; TH S40*29'15 E 41.30 FT; TH N50*0'05 E 101.50 FT; TH N19*01'23 W 207.49 FT; TH N82*31'15 E 5.32 FT; TH N82*29'30 E 20.29 FT; TH S61*16'30 E 52.03 FT; TH S58*05' E 32.58 FT; TH S88*21' E 153.60 FT; TH S50*50 E 38.85 FT; TH S51*26'34 E 36.88 FT; TH S67*01'46 E 138.91 FT TO PT R/W HWY 9 BEING ON CUR RGT RAD PT BEARS N59*55'21 W 950 FT; TH ALG R/W SWLY ALG ARC CUR THRU CTL ANG 2*45'06" DIST OF 45.62 FT; TH S23*19'16 W 102.91 FT; TH S32*49'45 W 314.71 FT TO POB.

b. **Serials/Parcels S-21-B and S-21-C** (the “West Temple Property”) are owned by The Robert E. and Violet B. Ralston Trust with Stewart Ferber as its successor trustee, which are legally described as follows:

S-21-B

SPRINGDALE CITY LOTS 21-30 (S) Lot: 21 BEG SW COR LOT 21
SPRINGDALE CITY SUR TH S79*30' W 232.82 FT TO W LN SE1/4 SE1/4
SEC 29 T41S R10W TH N 456.53 FT M/L TO W LN WINDER PRPTY; TH
S70* E 107.50 FT; TH S65*13' E 61.41 FT; TH N83*20' E 15 FT M/L TO W LN
JOHNSON PRPTY; TH S10*35' E 130 FT; TH S24*31' E 149.44 FT; TH
N78*42' E 143.65 FT; TH S10*35' E 55 FT; TH S78*42' W 179.65 FT M/L TO
POB. LESS: BEG NW COR LOT 21 STS TH S10*40'07 E 128.03 FT; TH
S22*41'09' E 150.20 FT; TH N79*47'24 E 130.88 FT TO POB; TH N79*47'24 E
30.02 FT; TH S12*08'08 E 55.02 FT; TH S79*42'07 W 30.02 FT TO POB.

S-21-C

S: 29 T: 41S R: 10W BEG AT PT N 699.35 FT & W 953.65 FT & S.65 FT & S
78* W 125.737 FT FM SE COR SEC 29 T41S R10W TH S 78* W 286.763 FT;
TH N 67.470 FT; TH N 78* E 257.729 FT; THS 24*48'35 E 67.68 FT TO POB.
LESS: EASTERLY 86.71 FT M/L.

c. **Serial/Parcel S-ELKR-1** (the “La Quinta Property”) is owned by Haley Harrison Hospitality, L.L.C. with Stewart Ferber as its managing member, which is legally described as follows:

All of LOT 1, ELK RANCH SUBDIVISION according to the Official Plat thereof on file in the Office of the Washington County Recorder.

d. **Serials/Parcels S-94-B-1, S-95, S-96, S-97-B and S-97-C** (the first part of the “Campground Property”) is owned by Zion Canyon Campground, L.L.C., which are legally described as follows:

S-94-B-1

S: 28 T: 41S R: 10W BEG AT PT S47*30'35 W 407.54 FT FM NE COR NE1/4
SW1/4 SEC 28 T41S R10W, SD PT BEING ON CTR/L VIRGIN RVR, TH
S61*35'25 W 177.86 FT; TH S43*47'55 W 415.87 FT; TH S2*49'43 W 148.59
FT; TH S49*34'30 E 106.22 FT; TO CTR/L VIRGIN RVR; TH ALG SD CTR/L

N31*50 E 65.73 FT; TH ALG SD CTR/L N51*35'40 E 82.93 FT; TH ALG SD CTR/L N30*06'05 E 437.48 FT; TH ALG SD CTR/L N35*14'19 E 98.75 FT; TH ALG SD CTR/L N07*18'04 W 35.38 FT TO POB.

ALSO: BEG AT PT S69*59'15 E 2028.33 FT FM W1/4 COR SEC 28, TH S2*49 43 W 125.69 FT; TH N49*34'30 W 78.34 FT; TH N41*22'41 E 99.60 FT TO POB.

S-95

S: 28 T: 41S R: 10W ALL LOT 2 O D GIFFORD'S SUR SEC 28 T41S R10W LESS THAT POR LOT 2 AS FOL: BEG AT PT S86*24' E 1303 FT FM 1/4 COR COMN TO SECS 28 & 29 T41S R10W; TH S13*10' W 87 FT TH S53*00' E 799 FT TH N44*00' E 40 FT; TH N50*30' W 840 FT TO POB.

S-96

S: 28 T: 41S R: 10W BEG S87*54' E 1294.4 FT FM W1/4 COR SEC 28 T41S R10W; TH S50*14' E 1056 FT; TH S39*46' W 103.5 FT; TH N50*14' W 276 FT; TH N49*12' W 586 FT; TH N50*50' W 144 FT; TH N11*52' E 107 FT TO POB. CONT 2.343 AC IN NW1/4 SW1/4 & NE1/4 SW1/4 SD SEC 28.

S-97-B

S: 28 T: 41S R: 10W BEG AT PT S69*59'15 E 2028.33 FT FM W1/4 COR SEC 28 T41S R10W, TH S41*22'41 W 99.60 FT TO NLY BDRY ZION SHADOW SUB; TH N49*34'30 W ALG BDRY 127.93 FT; TH N48*58' W ALG BDRY 190.30 FT; TH N49*11' W ALG BDRY 26.08 FT; TH N40*48'40 E 94.62 FT; TH S49*11'20 E 199.54 FT; TH S49*51' E 83 FT; TH S52*57'36 E 62.91 FT TO POB.

S-97-C

S: 28 T: 41S R: 10W BEG S73*56'39 E 1707.79 FT FM W1/4 COR SEC 28 T41S R10W; TH S40*48'40 W 94.62 FT TO NLY BDRY ZIONS SHADOWS SUB; TH N49*11' W ALG SD BDRY 240.40 FT; TH N40*48'40 E 94.60 FT; TH S49*11'20 E 240.40 FT TO POB.

e. **Serial/Parcel S-103-B-1** (the second part of the “Campground Property”) is owned by Ferber Enterprises, L.L.C. with Stewart Ferber as its managing member, which is legally described as follows:

S: 28 T: 41S R: 10W BEG N89*11'20 E 143.52 FT FM NW COR NE1/4 SW1/4 SEC 28 T41S R10W; TH N88*14'32 E 471.26 FT; S 109.33 FT TO S LN LOT 8 O D GIFFORD SUR; TH S88*14'32 W ALG S LN LOT 8 DIST OF 438.39 FT; TH N58*55'28 W 39.54 FT; TH N0*39'16 E 87.92 FT TO POB. ALSO: R/W.

4. The Properties are currently developed as follows:
 - a. Montclair Property: Hotel with thirty-four (34) units, one employee housing unit, office building, pool, and associated development;
 - b. West Temple Property: Unimproved (a prior single family development was recently removed), requiring extensive site grading associated with the previous development;
 - c. La Quinta Property: Hotel with one hundred forty (140) units, retail building (currently used as a guiding service), lobby building with restaurant, pool, and associated development; and
 - d. Campground Property: Hotel with forty-two (42) units, two (2) employee housing units, pool, campground, and associated development.
5. On April 21, 2015 the Planning Commission approved a Design/Development Review for a forty-four (44) unit hotel on the West Temple Property.
6. Although the approved forty-four (44) unit hotel development on the West Temple Property complies with all applicable Town standards, such a development has the potential to significantly impact neighboring properties and the community as a whole in at least the following ways:
 - a. The approved development included significant excavation and large retaining walls, resulting in visual scarring of the foothills and excessive truck traffic on town roads.
 - b. Access to the property is via a steep driveway coming off West Temple Drive. The configuration and geometry of the driveway access, combined with the position of other driveways is not conducive to large volumes of traffic.
 - c. The approved development had potential to add significant traffic to the intersection of West Temple Drive and Zion Park Boulevard, an already substandard intersection.
 - d. Residents near the approved development expressed concern over lighting, noise, and other aesthetic impacts typically associated with close proximity of residential dwelling units to a hotel. These aesthetic impacts are amplified by the West Temple property's elevated setting above the Town's downtown area.
7. As a result, the Town and the Ferber Parties desire to shift the approved development away from the West Temple Property and onto the other Properties. These other Properties are already commercially developed and are better suited to accommodate additional development.

8. In lieu of developing hotel units on the West Temple Property, the Ferber Parties desire to develop employee housing units on that property.

9. The Ferber Parties have agreed to allow public ingress and egress through and across the West Temple Property to access the Town's public trail adjacent to the West Temple Property from West Temple Drive.

10. Town Code section 10-1-13 allows the Town to enter into development agreements it considers necessary or appropriate for the use and development of land within the Town. This section allows the Town to offer development incentives to property owners who provide facilities, amenities, or improvements that help achieve the goals and objectives of the general plan, and that are not otherwise required by the Town Code.

11. The Planning Commission and Town Council have found that distributing the approved forty-four (44) unit hotel development away from the West Temple property to the other Properties will promote the goals and objectives of the Town's General Plan, specifically:

- a. Strategy 3.3.2.c that encourages access to open space through trails and trailheads;
- b. Strategy 5.3.1.a that allows development incentives for property owners who provide quality employee housing;
- c. Strategy 5.3.2.b that encourages employee housing units to remain as employee housing through legally enforceable means (such as deed restrictions or development agreements); and
- d. Objective 5.1.4 that encourages using commercially zoned land for housing uses.

12. On September 9, 2015, the Town Council, after considering the recommendations of the Planning Commission, held a properly noticed public hearing and outlined approved terms for this Development Agreement with the Ferber Parties.

13. Springdale Code 10-1-13 states that the Town may offer property owners certain development incentives in return for the construction and dedication of public facilities, the provision of public amenities, or the provision of physical improvements designed to help achieve the goals and objectives of the Town's General Plan, when such facilities, amenities or improvements are provided in addition to the improvements otherwise required for development.

14. After consideration of the Agreement as set forth herein, and the goals and objectives of the General Plan, the Town Council specifically finds that the Agreement will promote the goals and objectives of the General Plan.

15. The Town Council further finds that the incentives offered to the Ferber Parties as set forth in this Agreement are roughly proportionate to the public benefit which will be provided by the Ferber Parties and, when considered cumulatively, the net increases in building sizes and density standards will result in an incentive to the Ferber Parties of less than twenty percent (20%) as required by Town Code 10-1-13.B.1. Further, the Town Council finds that the public benefit justifies the development incentives contained in this Agreement.

16. On November 10, 2015, the Town Council approved this Development Agreement between the Town and the Ferber Parties at a public meeting.

NOW THEREFORE, in consideration of their mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

The parties make the following agreements:

1. Accuracy of the Recitals. The parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2. Term. This Agreement shall commence on the date set forth above and shall continue as set forth herein.

3. Restrictions on Development and Operation. The development of the Properties including, without limitation, type of use, maximum height and size of buildings, building setback requirements, parking requirements, landscaping requirements, and provisions for reservation or dedication of land for public purposes, shall be governed by the Town Code, except as it is modified by the following (collectively the “Development Criteria”) as they exist on the Effective Date:

(a) West Temple Property (**Exhibit 1**)

(i) Development shall be limited to ten (10) employee housing units consisting of five (5) duplexes and uses accessory to the ten (10) employee housing units, with the exception of improvements necessary for public access to the Town trail. Stewart Ferber, in his capacity as the successor trustee of The Robert E. and Violet B. Ralston Trust, which is the legal owner of the West Temple Property, will execute and record a restrictive covenant limiting future development on this property in the form attached hereto as **Exhibit 2**.

(ii) Stewart Ferber, in his capacity as the successor trustee of The Robert E. and Violet B. Ralston Trust, which is the legal owner of the West Temple Property, will grant a perpetual easement for public ingress and egress across the West Temple property to access the Town’s public trail system on the west side of the property from West Temple Drive in the form attached hereto as **Exhibit 3**.

(iii) The Ferber Parties will take necessary and appropriate steps to control storm runoff from the property (both in its current undeveloped state and in its future developed state) such that storm water, mud, debris, and other storm runoff are mitigated. Throughout the period of time this property remains developed as of the Effective Date, the Ferber Parties will use their best efforts and work in good faith with the Town to mitigate the impacts of storm runoff from the property. When the property is further developed as set forth in this Agreement, the installation of adequate facilities to collect and appropriately discharge storm runoff will be a condition of Design/Development review and approval.

(iv) A copy of this Agreement will be recorded in the Washington County Recorder's Office against the West Temple Property.

(b) La Quinta Property (**Exhibit 4**)

(i) The property shall be allowed a total of one hundred sixty-four (164) transient lodging units.

(ii) A copy of this Agreement will be recorded in the Washington County Recorder's Office against the La Quinta Property.

(c) Montclair Property (**Exhibit 5**)

(i) The property shall be allowed a total of fifty-eight (58) transient lodging units and one (1) employee housing unit.

(ii) All new development on the property must be contained within the portion of property zoned Village Commercial as of the Effective Date.

(iii) The hundred foot (100') setback for a building larger than 5,000 square feet (and up to 8,000 square feet) in the Village Commercial zoning standards as of the Effective Date shall not be measured from any portion of the Montclair Property that is zoned Valley Residential as of the Effective Date. However, this setback standard shall be measured from all adjacent residentially-zoned properties.

(iv) A copy of this Agreement will be recorded in the Washington County Recorder's Office against the Montclair Property.

(d) Campground Property (**Exhibit 6**)

(i) The front portion of the property (as shown in **Exhibit 6**) is currently developed with transient lodging. The current development on this property may be altered, modified or reconstructed with additional transient lodging. The number of transient lodging units allowed on the front portion of the property will be determined by building size, building height, setback, and parking regulations in place as of the Effective Date, and any future changes to the Town Code that would more restrictively regulate development on this property that the version of the Town Code in existence as of the Effective Date will not apply to this property. All parking to support the transient lodging must be located on the front portion of the property, not on the rear portion of the property.

(ii) The rear portion of the property will remain a campground and will not be developed with transient lodging or other commercial uses.

(iii) The required landscape (per Chapter 10-18 of the Town Code) will be calculated based on the entire property. The entire property is currently in compliance with the Town's landscape ordinances. The existing landscape in the rear portion of the property (campground) satisfies the Town's landscape requirements for the entire property.

(iv) The Ferber Parties will dedicate without cost to the Town or to UDOT the minimum necessary portion of the property adjacent to SR-9 to UDOT for right-of-way if and when it becomes necessary to make improvements to the SR-9 / Lion Boulevard intersection, if such improvements require additional right-of-way. In the case of such a dedication, the boundaries of the front portion of the property will be adjusted such that the area

of the front portion of the property is the same after the dedication as it was before the dedication.

(v) A copy of this Agreement will be recorded in the Washington County Recorder's Office against the Campground Property.

4. Development and Operation. On and after the Effective Date, and upon meeting the conditions contained in the Enacting Resolution/Ordinance, the Ferber Parties shall have the vested right to develop and operate the Properties identified herein in conformance with this Agreement. The parties understand and agree that the Ferber Parties have the sole and exclusive right to decide when or if to commence the development of the La Quinta Property, the Montclair Property and the Campground Property as set forth in this Agreement. However, the restrictive covenant and easement that will be recorded against the West Temple Property will take effect upon recordation immediately following the execution of this Agreement. Furthermore, the Ferber Parties agree to complete construction of two (2) of the five (5) total duplexes for employee housing on the West Temple Property before they apply for any permits to further develop the La Quinta Property, the Montclair Property or the Campground Property as provided by this Agreement. The Ferber Parties affirmatively represent that they are committed to constructing all of the employee housing units on the West Temple Property as authorized by this Agreement. The Ferber Parties acknowledge that their earnest construction of all employee housing units was a primary reason for the Town's willingness to enter into this Agreement.

5. Town's Representations and Warranties. The Town acknowledges that the Ferber Parties are entering into this Agreement and may at some future date expend considerable sums in design and engineering fees associated with the development of the Properties in reliance on the findings, agreements, representations and warranties of the Town contained in this Agreement. The Town represents, warrants and covenants to the Ferber Parties that all of the Town's representations, findings, warranties and covenants set forth in this Agreement are true in all material respects as of the date of this Agreement. The Town further represents, warrants and covenants to Ferber as follows:

(a) The Town is a duly organized and validly existing municipal corporation in the State of Utah.

(b) The transactions contemplated by this Agreement, the execution of this Agreement and the Town's performance hereunder have been duly authorized by all requisite action of the Town and no other approval or consent is required for this Agreement to be binding upon the Town.

(c) The individuals executing this Agreement have all necessary authority to enter into this Agreement and to bind the Town.

(d) The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation of, or default under, any term or

provision of any applicable agreement, instrument, law, rule, regulation or official policy to which the Town is a party or by which the Town is bound.

6. The Ferber Parties' Representations and Warranties. The Ferber Parties, and each of them, represent, warrant and covenant to the Town that all of the Ferber Parties' representations, warranties and covenants set forth in this Agreement are true in all material respects as of the date of this Agreement. The Ferber Parties further represent, warrant and covenant to the Town as follows:

(a) Each of the Ferber Parties' is the lawful owner of the Properties as set forth in the Recitals.

(b) The transactions contemplated by this Agreement, the execution of this Agreement and the Ferber Parties' performance hereunder have been duly authorized by all requisite actions or approvals necessary for each of the Ferber Parties, and no other approval or consent is required for this Agreement to be binding upon each of the Ferber Parties.

(c) The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation of, or default under, any term or provision of any applicable agreement, instrument, law, rule, or regulation to which any of the Ferber Parties is a party or by which and of the Ferber Parties is bound.

7. Default. Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ten (10) days (the "Cure Period") after written notice thereof from the other party shall constitute a default under this Agreement. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. If any party to this Agreement is in default under any provision of this Agreement, the non-defaulting party shall be entitled, without prejudice to any other right or remedy that it may have under this Agreement, at law or in equity, to specific performance by the defaulting party of this Agreement (and each party hereby waives the defense that the other party has an adequate remedy at law) and to receive reasonable attorney fees incurred in enforcing the terms of this Agreement. In the alternative, the non-defaulting party may terminate this Agreement and exercise any or all other remedies available to it at law or in equity.

8. Notices and Filings.

(a) Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, by overnight mail, or sent by registered or certified United States Mail, postage prepaid, if to:

The Town: Town of Springdale
 118 Lion Blvd.
 P.O. Box 187
 Springdale, UT 84767
 Attn: Town Manager

The Ferber Parties: Stewart Ferber
1516 Zion Park Blvd.
PO Box 99
Springdale, UT 84767

Or to such other persons and addresses as either party hereto may from time to time designate in writing and deliver in a like manner.

(b) Notices Effective. Notices shall be effective upon receipt or refusal.

9. Acknowledgement Regarding Legal Representation. The Ferber Parties expressly acknowledges that the law firm of Snow Jensen & Reece, P.C. has heretofore represented, and will hereafter continue to represent, only the Town in all aspects of this transaction, including the negotiation and drafting of this Agreement. The Ferber Parties further expressly acknowledge that they have not relied upon any representation, counsel or legal advice from Snow Jensen & Reece, P.C. or any of its attorneys in deciding whether to enter into this Agreement, and that the Ferber Parties have relied, and will continue to rely, solely upon the representations, counsel and legal advice of their own attorneys as deemed necessary by the Ferber Parties.

10. General.

(a) Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Ferber Parties of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

(c) Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(d) Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

(e) Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. Without limiting the generality of the foregoing, the Town shall cooperate in good faith and process promptly any requests and applications for plans and specifications, plat or permit approvals or revisions, and other necessary approvals relating to the development of the Properties by Ferber and its successors.

(f) Time of the Essence. Time is of the essence in the performance of this Agreement, except that Ferber is not required to commence construction on the Project immediately.

(g) Successors. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof. The Town may not assign any of its rights or obligations hereunder. It is expressly acknowledged and agreed that Ferber shall have the unrestricted right to assign, transfer and convey portions of the Properties to any one or more persons or entities without the approval of the Town upon, or concurrently with, the legal subdivision of any such portion of the Properties, from the remainder of the Properties. The Ferber Parties' rights and obligations hereunder may only be assigned by a written instrument.

(h) No Partnership and Third Parties. Nothing contained in this Agreement will create any partnership, joint venture or other similar arrangement between the Ferber Parties and the Town.

(i) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. Any modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by both parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

(j) Governing Law. This Agreement is entered into in Utah and shall be construed and interpreted under the laws of the State of Utah.

(k) Reformation. Should any term, provision, covenant or condition of this Agreement be held to be void or invalid, the parties shall reform this Agreement to conform as closely as possible to the original intent hereof.

(l) Excused Delay in Performance. In addition to specific provisions of this Agreement, for a period of time equal to the period of the force majeure delay, untimely performance by a party hereto shall not be deemed to be a default where delays or inability to perform are due to war, insurrection, strikes, slowdowns, lockouts, riots, floods, earthquake, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restriction, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, severe weather, inability (when the party which is unable to perform is substantially without fault) of any contractor, subcontractor or supplier to perform acts of the other party, acts or the failure to act of any utility, public or governmental agent or entity and/or other causes beyond the reasonable control of said party. In the event that a party hereto is unable to perform due to an event constituting force majeure as provided for above, then the time for performance by said party shall be extended as necessary for a period of time up to the period of the force majeure delay.

(m) Attorney's Fees, Jurisdiction and Venue. The parties expressly agree that the prevailing party in any dispute (whether or not such dispute is resolved formally or informally, or by trial or alternative dispute resolution) shall be entitled to an award of all of its costs and attorney's fees. The parties agree that the Fifth Judicial District Court for Washington County, Utah shall have jurisdiction to resolve all legal disputes; and the proper venue for any and all dispute resolution shall be in the Fifth Judicial District Court in Washington County, Utah.

(n) Dispute Resolution. The parties agree to submit to formal, non-binding mediation before pursuing any other legal means of resolving any disputes over this Agreement or the Project.

THIS AGREEMENT shall be binding upon the parties hereto, their administrators, heirs, successors or assigns and can be changed only by written agreement signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOWN OF SPRINGDALE,
a Utah municipal corporation,

By: Stanley Smith
Its: Mayor

ATTEST:

Town Clerk

FERBER ENTERPRISES, L.L.C.

By: Stewart E. Ferber
Its: Managing Member

HALEY HARRISON HOSPITALITY, L.L.C.

By: Stewart E. Ferber
Its: Managing Member

STUMAR PROPERTIES, L.L.C.

By: Stewart E. Ferber
Its: Managing Member

ZION CANYON CAMPGROUND, L.L.C.

By: Stewart E. Ferber
Its: Managing Member

THE ROBERT E. AND VIOLET B. RALSTON
TRUST

By: Stewart E. Ferber
Its: Successor Trustee

By: Stewart E. Ferber, Individually

State of Utah)
 ss.
County of Washington)

The foregoing Development Agreement was acknowledged before me this _____ day of November, 2015, by Stewart E. Ferber as follows: individually; in his capacity as managing member of Ferber Enterprises, LLC; Haley Harrison Hospitality, LLC; Stumar Properties, LLC; and Zion Canyon Campground, LLC; and in his capacity as successor trustee of The Robert E. and Violet B. Ralston Trust; and representing that he has full legal authority from each of these entities to enter into this Development Agreement.

Notary Public

APPROVED AS TO FORM:
SNOW JENSEN & REECE, P.C.

J. Gregory Hardman
Town of Springdale Attorney



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: September 3, 2020
Re: September 9, 2020 Town Council Meeting
Water Tank Removal Proposal – Al Tiley and Luke Wilson

Executive Summary

Al Tiley has offered to partner with the Town on removal of the Town’s decommissioned water tank on the Balanced Rock landslide. Mr. Tiley has negotiated a “cost only” price of \$22,000 from contractor Luke Wilson to remove the water tank and associated pipes extending to SR-9. Mr. Tiley has offered to cover one-quarter of that cost. Luke Wilson has also offered to cover one-quarter of the cost. Mr. Tiley is asking the Town to pay the remainder, \$11,000.

The Council needs to decide:

- 1- Whether or not to grant Luke Wilson access to the Town’s water tank property to remove the decommissioned tank, and
- 2- Whether or not to participate in the costs to remove the tank (\$11,000).

Background

Sometime prior to 1992 the Town installed a concrete municipal water tank on the hillside above SR-9 in the vicinity of the Cliffrose Lodge. The tank was damaged beyond repair in the 1992 earthquake-triggered Springdale landslide. Since that time the remains of the tank and exposed pipes have been largely untouched.

The decommissioned water tank and pipes are unsightly and could present safety hazards.

Both Al Tiley and Luke Wilson have an interest in removing the remains of the water tank. The remains of the tank are a visual nuisance for Al Tiley. Luke Wilson owns the property surrounding the water tank and would like the tank removed.

Because removing the tank is a benefit to Mr. Wilson, he has offered to provide the equipment and labor to remove the tank at his cost. Mr. Wilson estimates his hard costs as a contractor will be \$22,000 to remove the tank. Mr. Tiley and Mr. Wilson have both offered to cover one-quarter of these hard costs (\$5,500 each).

Mr. Tiley is requesting the Town to pay the remaining \$11,000 of the hard costs to remove the water tank.



Summary

The Council needs to determine whether or not to:

- 1) Allow removal of the water tank from the Town's property, and
- 2) Contribute \$11,000 to the costs of removing the tank.

Because the Town has not budgeted funds for the tank removal, if the Council decides to participate in removing the tank the Town will also need to pass a budget amendment making these funds available.



Memorandum

To: Town Council
From: Thomas Dansie, Director of Community Development
Date: September 3, 2020
Re: September 9, 2020 Town Council Meeting
Direction to Planning Commission Regarding Interior Lighting Regulation

Executive Summary

The Planning Commission has requested direction from the Town Council regarding the possibility of regulating interior lighting.

The Town's current lighting ordinance regulates outdoor lighting. Interior lighting is not regulated. Interior lighting can cause light trespass, light pollution, and glare nuisances. The Commission is concerned about these impacts and has discussed adopting policies to both educate and regulate interior lighting.

Before spending significant time on an interior lighting ordinance, the Commission is requesting direction from the Town Council. Is this an issue the Council feels needs to be addressed with regulation?

Lighting Ordinance Background

The Town adopted a comprehensive outdoor lighting ordinance in 2009. The ordinance is intended to help reduce light pollution, protect the Town's dark night skies, reduce glare and nuisance lighting, and contribute to better health for people and wildlife.

The 2009 ordinance only regulates outdoor lighting. It does not regulate interior lighting.

The outdoor lighting ordinance regulates the design of light fixtures, the color temperature of light sources, allowable lighting applications, and (for commercial properties) the total lumens allowed on a property. These regulations help accomplish the ordinance goals listed above.

Poor interior lighting (which is currently not regulated) can counteract the effectiveness of regulations for outdoor lighting. Interior light that is very bright or a harsh color temperature can escape through large or poorly placed windows and create a lighting nuisance.

Although the outdoor lighting ordinance does not regulate interior lighting, there are a few references in the Town Code that do address this issue:

- Section 10-9A-13(B)(6) requires blinds or shades on windows visible from SR9 for "high visual impact" parcels in the FR zone.
- Section 10-11B-13(E) requires all lighting sources in the VC zone (not specifically limited to outdoor lighting) to be aimed or shielded to prevent light trespass.
- Section 10-16-4(B)(4)(b)(9)(A) states that windows should be designed to "limit light trespass" from interior lighting.

These regulations are either limited in application (for example, only impacting high visual impact lots in FR), or fairly broad (windows should be designed to “limit” light trespass).

The Commission is requesting direction from the Council whether or not to modify the Town’s current lighting regulations to more clearly address interior lighting.

When the Commission discussed this issue in their recent meeting, Commissioners agreed education and encouragement regarding quality interior lighting is essential, and should be the primary tool used to correct poor interior lighting. The Commission is requesting direction from the Council whether or not enforceable regulation is necessary in addition to education.

Summary

The Council should give direction to the Planning Commission whether or not to continue work on an ordinance regulating interior lighting.

From: dcd@infowest.com on behalf of tdansie@springdaletown.com
To: ["J Burns"](#); ["Barbara Bruno"](#); mmarriott@springdaletown.com; ["Tyler Young"](#); rrioux@springdaletown.com; scarnahan@springdaletown.com; ["Dawn McComb"](#); ["Stone, Treacy T"](#)
Cc: ["Darci Carlson"](#); kbrown@springdaletown.com
Subject: FW: Interior Lighting Regulations
Date: Monday, August 3, 2020 9:49:47 AM

Commissioners-

Please see the comments below regarding the upcoming discussion on regulation of interior lighting.

Tom

From: Max [REDACTED]
Sent: Saturday, August 1, 2020 5:00 PM
To: tdansie@springdaletown.com
Subject: Interior Lighting Regulations

Dear Tom, Planning Commission and Town Council,

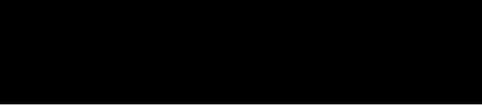
In regards to the upcoming agenda item about potential regulation on interior lighting, please entertain my input. I would certainly agree with past resident comments when the outdoor lighting ordinance was being crafted that interior lighting regulations is an overreach of government. It really is a bit much to be telling us what we can do or not do in our private homes. Many homes have light spillage and undoubtedly, if you stand in the right place you will see the actual light source from outside of the property. Are you really going to send the light police out at night to catch us breaking the law in our own homes? What's next? Maybe a curtain ordinance that bans bright colors?

As to commercial properties, I would really struggle with the suggestions in Tom's memorandum at our supermarket. In any of the scenarios, we would probably fail, yet already we are under-lit for the type of business we are. I get that you are concerned about the night sky. I am as well, but maybe you could channel your efforts elsewhere.

It seems somewhat ironic that the Town just conducted two surveys and neither had anything about an interior lighting ordinance (that I can remember), yet on the same day that this agenda was published the Town sent out a newsletter saying how they were listening to input of the citizenry. Such an ordinance will have a dramatic effect on the citizenry, shouldn't this type of far reaching regulation at least originate from the people and not a few folks on the Planning Commission?

Thank you for what you do, public service is way under-appreciated.

Max Gregoric



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Teach InfoWest Spam Trap if this mail is spam:

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

REMEMBER: Never give out your account information, password, or other personal information over e-mail.

From: [Barbara Bruno](#)
To: tdansie@springdaletown.com
Cc: [J Burns](#); mmarriott@springdaletown.com; [Tyler Young](#); rrieux@springdaletown.com; scarnahan@springdaletown.com; [Dawn McComb](#); [Stone, Treacy T](#); [Darci Carlson](#); kbrown@springdaletown.com; [Teresa Silcox](#)
Subject: Re: Interior Lighting Regulations
Date: Monday, August 3, 2020 1:24:11 PM

From Teresa Silcox:

A couple of weeks ago I raised an issue with Jeff, the town code enforcement guy, about the extraordinarily bright interior lights at the Stagecoach Grille (MajesticView.) I noticed interior lighting is on the Planning Commission agenda so I thought I would mention my concern to you. At night, the illumination coming from the restaurant and chandeliers windows casts a glow reminiscent of driving at night through New Mexico where you can see the lights from Natve American casinos for 10 miles. I suspect the measurable quantity of lumens outside the large, uncovered windows, cast by the interior lighting, are contrary to Springdale"s dark sky initiative. As the nights grow longer, this will be more and more of an issue for the high visibility location.

Sent from my iPad

Barbara Bruno



On Aug 3, 2020, at 9:49 AM, <tdansie@springdaletown.com>
<tdansie@springdaletown.com> wrote:



Memorandum

To: Mayor, Town Council
From: Dawn Brecke
Date: September 3, 2020
Re: **September 9, 2020 Town Council Meeting**
Credit Card Policy

The Town implemented an employee credit card program in 2015. At that time, the council approved a Credit Card Policy Guide and Agreement. This Credit Card Policy includes housekeeping revisions of that Guide and Acceptance Agreement.

Please reach out if you have questions.

Thank you.



Credit Card Policy

By requesting a Town of Springdale Credit Card, each applicant acknowledges that they have read and understand the Town of Springdale Credit Card Policy Guide in its entirety. The procedures outlined in the Guide provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly, and miscellaneous information about the program.

Cardholder Responsibilities:

It is the responsibility of the cardholder to:

- a. Read and understand the Town of Springdale's Credit Card Policy Guide.
- b. Sign the Credit Card Acceptance Agreement.
- c. Make only authorized purchases per approved departmental budget.
- d. Retain receipts for all transactions. In the absence of a receipt, a Missing Receipt Form must be completed and signed by the cardholder and Department Manager.
- e. Keep the credit card and corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the Treasurer.
- f. Report fraudulent charges to the Treasurer or Accounting Clerk.

Failure to follow the policy may result in loss of card privileges, repayment of funds, or discipline up to and including termination.



TOWN OF SPRINGDALE CREDIT CARD POLICY GUIDE

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NOTE: THIS GUIDE SHOULD BE USED FOR INFORMATION ONLY AND IS NOT INTENDED TO REPLACE ANY ORDINANCE, RESOLUTION, ADMINISTRATIVE REGULATION OR OTHER LEGAL REQUIREMENT ADOPTED BY THE TOWN.

TOWN OF SPRINGDALE CREDIT CARD POLICY GUIDE

Overview

The purpose of the Credit Card Program is to establish a more efficient, cost-effective method of purchasing and paying for small dollar transactions as well as high-volume, repetitive purchases. The program was designed as an alternative to the traditional purchasing process for supplies and services. If used to its potential, the program will result in a significant reduction in the volume of invoices and checks. In addition, corresponding work processes associated with ordering and check writing will be eliminated.

The Credit Card Guide provides general guidelines for using the Card. Please read it carefully. *Your signature on the Credit Cardholder Acceptance Agreement will indicate that you understand the intent of the program and agree to follow the established guidelines.*

The following important points should be reviewed before using the Credit Card:

- Your Credit Card is issued in your name. All purchases made on your Credit Card must be made by you or authorized by you in writing. You are responsible for the security of the Credit Card and all transactions made with it. If you do not follow the guidelines when using the Credit Card, you could receive corrective or disciplinary action.
- You can use the Credit Card at any vendor or service provider than accepts Visa. It may be used for in-store purchases, mail, telephone, or online orders.
- Total dollar amount spent each month may not exceed the credit cycle limit assigned to the Credit Card.
- Receipts and Credit Card Requisitions must be provided to the Accounting Clerk by the first of each month.
- The Credit Card is not for personal use or personal gain.
- The Credit Card must be returned to the Program Administrator (Treasurer) upon your termination.

Administrative Guidelines – Credit Card Usage

Purpose

To facilitate the purchase of needed commodities and services through the use of Credit Cards.

Policies

1. The Town may use bank issued Visa cards to make purchases.
2. Lists of authorized Credit cardholders are kept by the Program Administrator (Treasurer).

Process for Credit Card Usage

1. Program Administrator (Treasurer)
 - A. Requests issuance of individual cards.
 - B. Requests changes in card limits.
 - C. Assists with disputed, unauthorized, or fraudulent charges on card.
 - D. Assists with any issue that may require bank intervention.
 - E. Supervises reconciliation of card statements on a monthly basis.
 - F. Provides assistance to cardholders with statements and appropriate forms.
 - G. Provides training to Town staff on Credit Card.
 - H. Facilitates payments to suppliers via “ghost cards”.

Prohibited Use of the Credit Card

Credit Cards may not be used for personal expenses.

The Town promotes progressive productive work methods and support “plan ahead” to achieve the best possible results. Credit Cards should be used to enhance planning – not replace it.

Duties and Responsibilities

Program Administrator

The Program Administrator will be knowledgeable on all procedures in the Credit Card Policy Guide. The Program Administrator is the liaison and has a direct relationship with Zions Bank Business Card Services. All Credit Card requests must go through the Program Administrator.

Cardholder

The person designated by the Department Manager to utilize the Credit Card by purchasing supplies and services is the cardholder. The cardholder is responsible for following the guidelines contained in the Credit Card Policy Guide in regard to purchases, selection of vendors, security of card, and providing receipts to the Accounting Clerk for reconciliation.

Credit Card Controls

Credit Limits

All Credit Cards have monthly cardholder spending limits. Limits may vary for each cardholder and will be established by the Program Administrator in conjunction with the Department Manager.

Each cardholder will be given information on the limits of his/her card upon signing up for the program. In order to change limits on any card, the cardholder should complete the "Cardholder Account Maintenance" form and forward it to the Program Administrator after approval by the appropriate Department Manager.

Maintaining Your Credit Card

Receipts and Credit Card Requisitions for purchases made during a credit card cycle must be remitted to the Accounting Clerk by the first of each month. Requisitions must be completed and approved by the Department Manager.

Any cardholder purchasing fuel with their card is required to provide a Mileage Log to the Accounting Clerk on a monthly basis. This report must include odometer readings and all fuel purchases.

The Treasurer and Accounting Clerk may develop additional record-keeping procedures as needed.

Critical Contacts for Cardholders

Lost or Stolen Cards

Cardholders must report lost or stolen cards to Program Administrator immediately upon discovery of the missing card.

General Assistance

For general assistance with any questions or problems concerning your Credit Card account, contact the Treasurer.

Security of the Credit Card

The cardholder is responsible for the security of the card. This card should be treated with the same level of care as the cardholder would use with his/her own personal credit cards even though the liability associated with the use of the card lies with the Town. Guard the Credit Card account number carefully. It should be kept in an accessible but secure location.

The only person authorized to use the Credit Card is the cardholder whose name appears on the card unless written permission has been given. The card is to be used for business purposes only.

Procedures

Introduction

Credit Cards will be distributed through the Program Administrator (Treasurer). When a new card is issued, Zions Bank Business Card Services will send it to the Program Administrator for distribution to the cardholder. Cards will not be released to the cardholder until each cardholder has reviewed the Credit Card Policy Guide and signed the Credit Cardholder Acceptance Agreement.

Credit Card Activation

The Credit Cards require individual activation by the cardholder. Upon receipt of the card, cardholder should sign the back of the card, follow activation instructions, and always keep the card in a secure location. The Cardholder will initiate fraud detection on the card immediately upon activation.

Making the Purchase

All cardholders should follow these guidelines when using the Credit Card:

1. Determine the purchase is acceptable and within the cardholder spending limits and the Town procurement rules.
2. Remind local vendors that the Town is Tax Exempt. Make arrangements to provide them with a Tax Exempt Certificate if necessary.

Processing Statement for Payment

Documentation

Cardholders must remit receipts for all transactions to the Accounting Clerk by the 1st of each month to allow for credit card statement reconciliation. In addition to receipts, mileage logs are required for each Town vehicle.

Every effort will be made to keep track of receipts. If a receipt has been lost, a signed Missing Documents Statement must be completed. If there are three (3) missing receipts in a three (3) month period, card privileges will be suspended for one (1) month.

Review and Authorization

After reconciliation by the Accounting Clerk, a copy of the reconciliation and corresponding receipts will be signed by cardholder's supervisor. Once authorized, the reconciliation will be remitted for payment.

Disputed Charges and Assistance

Should a problem arise with a purchase, every attempt should be made by the cardholder to resolve the issue directly with the vendor. If that does not resolve the issue, the returned or disputed item should be noted on the receipt.

If a fraudulent charge is suspected, the cardholder should immediately notify the Treasurer so the card can be blocked. A new card can then be re-issued.

Sales Tax

The Town of Springdale is tax exempt.

Credit Card purchases within Utah may not be subject to sales and use tax. The cardholder should request the supplier to exclude the state tax on all applicable orders. The Town of Springdale's Tax Exempt number is **12217974 002**. The vendor may require an Exemption Certificate – Form TC-721G. This form is available from the Treasurer.

Supervisor Responsibilities

Monthly supervisory review of cardholder purchases is imperative as an internal control to assure appropriate card use and management. The following are guidelines to consider in the supervisory review:

- Verify evidence that the cardholder has retained adequate receipts/documentation to provide insight into the purchases.
- Review supporting documentation to verify that the purchases were made in the course of Town business and that they comply with applicable card restrictions as well as Procurement Requirements.
- Verify that only the cardholder used the card by checking the signature on the receipts.
- Sign and date the Reconciliation form to indicate supervisory review.

These guidelines should not be construed as exhaustive since the nature of work in the individual functional areas may dictate the need for additional review or other specific controls.

Frequently Asked Questions

When do I turn in my receipts?

Receipts and Credit Card Requisitions may be submitted to the Accounting Clerk on or before the 1st of each month, or submitted as purchases are made.

What if I use my card and it is denied?

The card will only be denied if the cardholder exceeds the billing cycle limit. Track expenses carefully to ensure the limit is not exceeded. Contact the Treasurer with denial issues.

What if my job requires a higher limit?

In order to change limits on any card, the Department Manager must complete the Cardholder Account Maintenance form and forward it to the Treasurer.

What if I am on vacation when my receipts are due?

Submit receipts and Credit Card Requisitions to the Accounting Clerk as purchases are made.

Who do I contact if I have an error or a charge that is not mine?

First, try to resolve it with the vendor. That usually works. If contacting the vendor does not resolve the problem, contact the Treasurer for assistance.



Credit Cardholder Acceptance Agreement

The following Credit Card Acceptance Agreement must be signed by all Town of Springdale employees with access to a credit card.

I understand that the Town of Springdale has authorized my use of a credit card for authorized expenditures on its behalf. In accepting and/or using the card, I agree to be bound by the terms and conditions which follow:

1. I will use the card issued to me for the payment of authorized expenses consistent with my organizational responsibilities and to satisfy the needs of my department and the Town of Springdale.
2. I will not use the card to obtain cash advances.
3. I understand that I am the only authorized card user and accept the responsibility and accountability for the protection and proper use of the card.
4. I will not use the card for personal use or for any other non-Entity purposes.
5. I understand that all purchases shall be made in accordance with applicable purchasing and credit card policies and procedures approved by the Town of Springdale.
6. I understand that I am responsible to provide appropriate documentation/receipts for credit card transactions charged to my assigned card.
7. I will surrender my assigned card to the Treasurer/Administrator in the event of my separation from the Town of Springdale.
8. I understand that any charges against my assigned card that are not properly identified or not allowed by the Town of Springdale shall be immediately paid by me. I further understand that any employee who has been issued a card shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the Treasurer/Administrator.
9. I will immediately report any stolen or lost card to the Treasurer/Administrator.

I understand that any variance and/or violation of the above conditions will result in cancellation of my assigned credit card. Misuse of the card could result in disciplinary action and/or personal liability for unapproved charges. All Town of Springdale credit cards are subject to examination during the course of an external or internal audit.

I have received a copy of the Town of Springdale's Credit Card Policy Guide and agree to abide by the policies and procedures outlined within. I have received my credit card and understand that it is NOT for personal use and that I, as cardholder, am responsible for the safekeeping of the card and to make sure it is used in the manner outlined in the Town of Springdale's Credit Card Policy Guide.

Card No. _____

Issued to: _____

Billing Cycle Credit Limit: _____

Cardholder Signature: _____

Card Administrator Signature: _____

Date: _____

Town of Springdale
Council Invoice Report Sept 9, 2020

Invoice Date	Invoice No.	Vendor	Amount	Budgeted	Description
7/29/2020	SI-1672537	AXON	\$ 4,554.00	Y	Annual Body Cam Subscription
9/1/2020	09/01/2020	Bowler, Odean	\$ 1,200.00	Y	Public Defender Contract
8/4/2020	5948	City of St George	\$ 2,783.75	Y	Quarterly Dispatch Fee
7/20/2020	20G1018	Chemtech-Ford	\$ 1,200.00	Y	Water Samples
8/7/2020	20H0081	Chemtech-Ford	\$ 520.00	Y	Water Samples
8/10/2020	960	Civic Review	\$ 5,300.00	Y	Cloud Based Permitting System
8/7/2020	14752	Conservation Legacy	\$ 2,167.00	Y	ZRC Vista Intern
7/14/2020	28487	D. Blake Electric & Refrigeration	\$ 1,095.00	Y	Sewer Grinder Repair
7/23/2020	28413	D. Blake Electric & Refrigeration	\$ 683.50	Y	Sewer Pond Blower Motor
8/27/2020	20117	Design West	\$ 852.16	Y	Shipping for Holiday Lights
8/14/2020	22064-OC-01	Eagle Environmental	\$ 21,343.00	Y	History Center Hazardous Waste Removal
8/14/2020	2102	Environmental Techniques Int.	\$ 6,350.00	Y	Sludge Removal & Chemical
9/3/2020	23435	Hydro Specialties	\$ 4,619.33	Y	Meters/Registers/Cables
7/22/2020	IV117685	Parkeon	\$ 2,256.00	Y	Monthly Parkfolio Fees
8/1/2020	200901	Pelorus Methods	\$ 1,400.00	Y	Quarterly Software Support
8/2/2020	08/20/20	Purchase Power	\$ 520.99	Y	Postage
7/31/2020	233-000668772	Republic Services	\$ 1,928.86	Y	Dumpster Service Fee
9/1/2020	1304	Rescue Plumbing	\$ 975.00	N	Hands-Free Urinal/Toilets
7/29/2020	07/29/20 WTP	Rocky Mountain Power	\$ 1,277.92	Y	WTP Monthly Electric Service
8/5/2020	08/05/20	Rocky Mountain Power	\$ 7,480.00	Y	Monthly Electric Service
4/16/2020	6170	Rural Water Association of Utah	\$ 525.00	Y	Voting Dues
8/5/2020	110367	Snow, Jensen, & Reece	\$ 7,049.75	Y	General Representation
8/5/2020	110368	Snow, Jensen, & Reece	\$ 20.00	Y	Historic Cemetery Quiet Title Action
8/5/2020	110369	Snow, Jensen, & Reece	\$ 97.80	Y	Town V. Canyon Springs Estates Owner Assoc.
8/5/2020	110370	Snow, Jensen, & Reece	\$ 180.00	Y	Town V. Springdale Lodging
8/5/2020	110371	Snow, Jensen, & Reece	\$ 20.00	Y	Town V. Allan & Kristin Staker
8/11/2020	111844	Sunrise Engineering	\$ 2,050.00	Y	Wastewater Master Plan - July Billing
8/11/2020	111838	Sunrise Engineering	\$ 963.00	Y	Irrigation Mater Plan - July Billing
8/12/2020	111886	Sunrise Engineering	\$ 4,690.50	Y	Secondary Water Meter Project
7/11/2020	5061750	Thatcher Company	\$ 4,749.18	Y	Alum for WTP
7/31/2020	5061428	Thatcher Company	\$ 1,400.00	Y	T-Floc for WTP
8/27/2020	25156	Utah Barricade	\$ 18,973.00	N	Electronic Message Board
8/16/2020	9860930080	Verizon Wireless	\$ 2,448.83	Y	Monthly Cell Phone Billing
9/1/2020	09/01/20	Zac Weiland	\$ 1,200.00	Y	Monthly Prosecution Retainer
			\$ 112,873.57		