



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
DECEMBER 17, 2019, 2019 AT 5:30 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663**

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

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

CALL TO ORDER- 5:30 P.M.

COUNCIL BUSINESS

1. Calendar

- Dec 25 - Christmas Holiday Observed (City Offices Closed Wednesday)
- Jan 01 - New Year's Holiday Observed (City Offices Closed Wednesday)
- Jan 07 - Newly Elected Council Members Swearing in Ceremony 5:30 p.m.
- Jan 07 - Work/Study Meeting 6:00 p.m., Regular Meeting 7:00 p.m.

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

- a) Invocation - Councilmember Miller
- b) Pledge of Allegiance - Councilmember Nelson
- c) Consent Agenda
 - 4. Approval of minutes for the Work/Sessions held on November 11 and December 03, 2019
 - 5. Approval of a Resolution adopting the 2020 Annual Meeting Schedule - Kim Crane, City Recorder
 - 6. Approval of a Public Roadway Easement purchase from Rocky Mountain Power at a roadway crossing approximately 250 North 1200 West, Springville, Utah - Brad Stapley, Public Works Director
 - 7. Consideration of an Interlocal Cooperation Agreement with Utah County for funding a portion of the 1200 West corridor - Brad Stapley, Public Works Director

3. DISCUSSIONS/PRESENTATIONS

- a) Easement regarding the Bowman Property - John Penrod, Assistant City Administrator/City Attorney
- b) Agreement with Dee Bradford - John Penrod, Assistant City Administrator/City Attorney
- c) Transportation Master Plan IFFP and IFA - Jeff Anderson, City Engineer
- d) Clyde Recreation Center - Corey Merideth, Recreation Director

4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

5. CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

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

6. ADJOURNMENT

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 12/13/2019

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means and the meeting will be conducted pursuant to Springville City Municipal Code 2-4-102(4) regarding electronic meetings. s/s - Kim Crane, CMC, City Recorder



REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
DECEMBER 17, 2019 AT 7:00 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663

CALL TO ORDER
INVOCATION
PLEDGE
APPROVAL OF THE MEETING'S AGENDA
MAYOR'S COMMENTS

CEREMONIAL

1. Presentation of the Mayor's Awards - Shannon Acor, Shannon Acor, Prevention Coordinator/Youth Court Director
2. Recognition of Camille Hafen for her service to the Library Board - Dan Mickelson, Library Director
3. Presentation to outgoing Council Members Chris Creer, Jason Miller and Brett Nelson

PUBLIC COMMENT

Audience members may bring any item not on the agenda to the Mayor and Council's attention. Please complete and submit a "Request to Speak" form. Comments will be limited to two or three minutes, at the discretion of the Mayor. State Law prohibits the Council from acting on items that do not appear on the agenda.

CONSENT AGENDA

The Consent Agenda consists of items that are administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Council. The Agenda provides an opportunity for public comment. If after the public comment the Council removes an item from the consent agenda for discussion, the item will keep its agenda number and will be added to the regular agenda for discussion, unless placed otherwise by the Council.

4. Approval of minutes for the Work/Sessions held on November 11 and December 03, 2019
5. Approval of a Resolution adopting the 2020 Annual Meeting Schedule - Kim Crane, City Recorder
6. Approval of a Public Roadway Easement purchase from Rocky Mountain Power at a roadway crossing approximately 250 North 1200 West, Springville, Utah - Brad Stapley, Public Works Director
7. Consideration of an Interlocal Cooperation Agreement with Utah County for funding a portion of the 1200 West corridor - Brad Stapley, Public Works Director

REGULAR AGENDA

8. Consideration of a Grindstone Subdivision Access Road Agreement - Troy Fitzgerald, City Administrator
9. Consideration of a Resolution and Development Agreement with Suburban Land Reserve (SLR) - John Penrod, Assistant City Administrator/City Attorney
10. Consideration of the Springville City Audit Report - Bruce Riddle, Assistant City Administrator/Finance Director
11. Consideration of granting the Jackson Group Springville Land Company, LLC an extension of time for sidewalk improvements to be installed on Lot 4 of the Spring Pointe Retail Center Subdivision, Plat G - John Penrod, Assistant City Administrator/City Attorney
12. Consideration of an Ordinance to amend Title 7, Chapter 3, Beer and Liquor Sales - John Penrod, Assistant City Administrator/City Attorney

13. Consideration of approving construction of a Dog Park - Bradley Neel, Building and Grounds Director
14. Consideration of a Resolution and amendment to the Fee Schedule regarding Golf Fees - Craig Norman, Golf Pro

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

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

ADJOURNMENT

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE- POSTED 12/13/2019

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means and the meeting will be conducted pursuant to Springville City Municipal Code 2-4-102(4) regarding electronic meetings. s/s - Kim Crane, CMC, City Recorder



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, NOVEMBER 12, 2019 AT 5:31 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
SPRINGVILLE, UTAH.

Mayor Richard J. Child presided. In addition to Mayor Child, the following were present:
Councilmember Christopher Creer Councilmember Jason Miller, Councilmember Michael Snelson, City
Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City
Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, and Deputy City Recorder
Jennifer Grigg.

Also present were: Public Safety Director Craig Martinez, Power Director Leon Fredrickson, Public
Works Director Brad Stapley, Building and Grounds Director Brad Neel, Library Director Dan Mickelson,
Operations Manager Rod Oldroyd, Golf Pro Craig Norman, Community Development Director Josh Yost,
City Engineer Jeff Anderson, CTC Coordinator Shannon Acor and Museum of Art Director Rita Wright.

Ricky Anderson, Darren Robinson and Ted Mickelson representing Jones & DeMille Engineering,
1750 North and 775 West, attended to assist with the FEMA presentation. Lucas and Jennifer Franks
were in attendance to report on the Drug Take-Back Event.

Excused: Councilmember Craig Jensen, Councilmember Brett Nelson, Recreation Director Corey
Meredith

CALL TO ORDER

Mayor Child welcomed everyone and called the Work/Study meeting to order at 5:31 PM.

COUNCIL BUSINESS

1. Calendar

- Nov 19 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Nov 19 - Springville Municipal General Election Canvass 7:00 p.m.
- Nov 28-29 - Thanksgiving Holiday Observed (City Offices Closed)
- Dec 03 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.

2. DISCUSSION AND PRESENTATIONS

Mayor Child announced that the county approved a resolution for putting a RAP (Recreation, Arts
& Parks) tax on the ballot next year. He honored Craig Norman who was elected Golf Professional of the
Year of the PGA by members of the PGA. Mayor Child said our golf course is awesome this year and we
really appreciate Craig. He then introduced Shannon Acor, the CTC Coordinator.

a) Drug Take-Back Event Report - Shannon Acor, CTC Coordinator

Coordinator Acor said twice a year Springville City holds a drug take-back event. Lucas Franks
asked to help facilitate the event for his Eagle Project. Scout Franks collected 115 pounds on October
26, 2019, the most discarded drugs ever. Chief Martinez said there are also several hundred pounds
collected at the Police Department each year. Scout Franks started his presentation by explaining why
he chose drug take-back as his Eagle project. He said the event helps people safely dispose of unwanted
and expired drugs. He publicized the event with flyers distributed to local businesses. He raised money
to replace the banners used each year. He included Naloxone training in the library where participants
received a free Naloxone kit. Mayor Child congratulated Scout Franks on completing his Eagle Project.

b) Flood Control Projects studies and funding - Jeff Anderson, City Engineer

Mayor Child introduced this important presentation and stated FEMA is in control and forcing this change on the city. Engineer Anderson started his presentation by introducing Jones & DeMille Engineers including Ricky Anderson, Darren Robinson, and Ted Mickelson. He stated the project has progressed to the grant funding stage. He presented the background of FEMA, which is the Federal Emergency Management Association. They design a federal program that if the community participates, the homeowners can buy subsidized flood insurance. FEMA also provides risk management maps establishing high-risk areas in communities with waterways. They also help communities manage those high-risk areas by establishing requirements for developers such as elevating structures to reduce the flood risk.

He continued by stating the last time FEMA evaluated Springville for flood maps was in 1985, after the 1983 floods. A large portion of our community was not mapped because it was not developed. Most of undeveloped Springville was designated as a 500-year flood plain. Since then the West fields have developed. Devon Glen was built around 2005 and backs right up to the floodway of Hobble Creek. As the new city engineer, Jeff was concerned, but could only require them to build to the current city code and federal requirements. At that time, the developer of Devon Glen built in accordance with all community and federal requirements. Today, with these new FEMA maps, some of those homes are now in designated flood danger.

He continued by stating there are benefits for residents in our community including federally backed loans, disaster assistance, and up to date understanding of which areas face a flood risk. Kathy Holder is the flood plain manager of the NFIP (National Flood Insurance Program) for the state of Utah. Jamie Huff is the Utah Risk MAP Program Manager and Engineer Anderson said he is the local floodplain administrator. The federal government designs the standards but requires the local municipal government to enforce the federal requirements. Councilmember Snelson asked why the federal government is concerned about Hobble Creek. Engineer Anderson said it is a state-controlled waterway, designated as a navigable waterway, with flood potential under the Waters of the United States (WOTUS which defines all bodies of water that fall under U.S. federal jurisdiction). Because Hobble Creek has flooding potential and has flooded in the past, FEMA wants to reduce the chances of a reoccurrence that will cause structural damage. Spring Creek and other Springville waterways do not have the mountain shed corridor feeding it or large fluctuations in flow, like Hobble Creek. Spring Creek is primarily fed by the Mill Pond Springs and does not have much fluctuation in water flow so FEMA has not mapped it. Hobble Creek is the main waterway in Springville that is designated by FEMA as flood potential.

Engineer Anderson continued by illustrating a timeline of floodplain maps starting in 2016 when FEMA decided to update all maps in Utah County. Of all communities in Utah County, Springville is the worst hit by this map change, with 279 structures newly added to the flood plain. Some homes on the east side of town were removed from flood plain designation. Most of the 279 homes, businesses and structures are on the west side of town and it is his understanding that they will now need to pay flood insurance. Springville has the largest increase of homes in the flood plain of all the communities in Utah County. FEMA initiated the map update in 2016 by collecting data using LIDAR (Light Detection and Ranging), looking at hydraulics and surveying bridges. Unfortunately the city can't ask for grants until the new flood maps are official. Preliminary maps and models were released in 2017.

He said the debris basin at the mouth of the canyon, which catches logs and debris, significantly improved our flood risk. The old flood map did not include that debris basin. Because FEMA includes the debris basin and the changes in the creek channel since 1985, the map (which is on our website) shows the flood plain reduced on the east side of Springville but increased on the west side. In 1985, the mapping ended at the bridge crossing Hobble Creek at around 800 East. Flood plain can be on your property as



92 long as it does not touch the structures on your property. Engineer Anderson believes FEMA encourages
94 flood insurance if the map shows flood on your property and federally backed mortgages require flood
insurance if a structure is designated as in the flood plain.

He continued his presentation by reporting the new map adds many homes to the flood plain
96 starting at 100 West, because the railroad tracks act as a dam. Houses half a mile north of the creek are
now in the flood plain and it is believed they will need to pay for flood insurance because of the railroad
98 tracks. Homes, built in Devon Glen about 2005 to 2006, are now shown in the flood plain where Hobble
Creek would jump the banks and gets into those homes. Some homes are even designated as in the
100 floodway, which is worse. FEMA released the preliminary maps and had informational meetings for staff
and citizens. Staff started pursuing grant applications. It is believed that residents would be grandfathered
102 in at a lower insurance price if they get flood insurance before the maps become effective. Jones &
Demille Engineering was contracted to gather some data for an appeal, which was denied. Engineer
104 Anderson complimented the federal government, stating they did a good job on the map. They refused
the appeal because the efforts to adjust the map versus the gains were not worth it. More cities appealed
106 and it will take years.

He stated that in 2018, with the appeal to the current map denied, staff moved into the next stage;
108 adopting the map. Staff researched options and presented them to the City Council. Jones & Demille
suggested levees, sheet piles, floodwalls and other structures and projects to protect these homes which
110 could also be an amenity, enhancing public use of Hobble Creek. Jones and Demille created a GIS story
map, showing Hobble Creek with its embankments built by farmers. The FEMA definition of a levee is
112 much stricter because of levee failure in past hurricanes. In addition, the flow line of Hobble Creek has
silted up and become a perched flood plain; higher than the areas around it. The FEMA map is a model
114 of a possible 100-year flood and disregards the inadequate embankments, which is why the flood plain
widens out into Devon Glen and the land east of the creek. In the past, farmers added to the
116 embankments, constricting and deepening the creek flow line to gain farm ground. In the 80s flood, the
banks were cut so the flood could flow to the south, where there are now homes and businesses.

Engineer Anderson continued his presentation by saying that levees are earthen dikes, without
118 deep-rooted vegetation, but there can be trails on top. Councilmember Snelson asked if plants with deep
roots would breach the dike like Ditch One. Engineer Anderson agreed, stating a tree dies, leaving a hole
120 for a potential failure location. In addition, sheet piles have a term life replacement cycle, because of
metal contacting the water and soil, cause rust. Box culverts cover the creek, eliminating it as an amenity.
122 Flood walls are like a sheet pile, except excavated all the way down and made of concrete, then backfilled.
The project is divided into segments as shown on the map. These solutions will reclaim the land from the
124 flood plain, and as each home is removed from the flood plain, it is believed that homeowners will not be
required to buy flood insurance.
126

Engineer Anderson continued explaining the details of the projects including a cost-benefit
128 analysis, cost for the different options, levee systems, geotech, and a source of dirt to build the levees.
He and Jones & Demille met with FEMA about the design concepts and attended seminars on applying
130 for and receiving grants. FEMA starts the final adoption process in December 2019. Springville City has
six months until the final map adoption in June of 2020. He believes that residents should buy flood
132 insurance before the maps are adopted by ordinance. He gave estimates of the cost and the savings.
Councilmember Creer asked about assurances that rates will not go up. Engineer Anderson stated
134 actuaries from the insurance companies are in charge of rates and will still assess each residence, but
expects an increase of 18% per year with the new FEMA map. Councilmember Miller asked if the rate
136 stays with the house, can a new buyer assume the rate based on the old map. Engineer Anderson said



he believes the insurance policy can be sold with the home without lapse in policy. Councilmember Miller clarified that residents need a policy before the maps are adopted in June.

Councilmember Snelson asked about government assistance for homeowners that cannot afford this insurance. Engineer Anderson stated the grants assist the community to build the \$25 million project. Homeowners getting insurance before the maps change is the most affordable option. Councilmember Creer clarified that these projects do not help with insurance rates. Engineer Anderson stated once projects are done we will do a LOMR (Letter of Map Revision) to update the maps and ask FEMA to remove the homes from the map. The encouraging news is that city code did not allow basements in the west fields which would make the insurance higher. Staff will pursue these grants. Engineer Anderson is obligated to enforce these maps as they are which includes placing an ordinance and a permit process. Builders need to elevate new structures by two feet to cut their flood insurance rates in half. He recommends an additional one to two feet. He detailed the sections, solutions, and projects to remove the homes from the flood plain. During the descriptions, Mayor Child asked about the land north of Hobble Creek. He said that land is farmland now and after this project it can stay farmland. Engineer Anderson agreed as long as the property owner understands that land is floodable, there is still usable land between the levee and the existing channel. In the fourth section, the creek channel will straighten out and have a trail on top next to a staged flood plain.

He continued to the funding opportunities. The PDM (Pre-Disaster Mitigation) Grant includes a \$10,000,000 project and nine \$4,000,000 projects per year for the state of Utah. It requires a 25% match from the local authority. That match can be property donation or engineering fees. This grant also requires land in hand or a willing seller letter. It is due December 6th and has a high probability. Amongst the applications last year, there was an 80% chance of receiving the grant. FEMA is looking to increase the cap for bigger projects. Our problem is getting land in hand or willing seller. Councilmember Snelson asked if the landowner knew about the new map. Engineer Anderson said the landowner wants to continue farming, but if future generations want to develop in the future, that will be designated as floodway which restricts development. Floodway designation means the property can't have an adverse effect up or downstream. A flood plain is just 100-year floodwater. No development is allowed through the floodway. Administrator Fitzgerald added the Community Park is in the floodway. Councilmember Miller asked if the projects push the floodway out of the homes in Devon Glen and flood the undeveloped land north of the creek. Director Stapley said it pushes water to the other landowners. Attorney Penrod added staff is still talking to the landowner.

Administrator Fitzgerald said without the land, the deadline for this grant is too soon and there is no time to educate the community about the options. Engineer Anderson concluded by saying these projects will cost more than \$21 million to complete sections 0-4, which is out of the scope of the \$10 million grant. He continued on to the NRCS PL-566 Grant (Watershed Protection and Flood Prevention Act), which would cover 100% of the project except for land acquisition, but takes four years. That means four years that homeowners are paying flood insurance. He details some of the land acquisition participants including the DNR, the June Sucker Project and Wavetronics. This application is a long drawn out process that includes a two-year watershed study. The application period is the end of November or early December 2019. Staff is recommending going forward with this application. The cost ratio shows we should go forward and look for additional partners. Councilmember Miller asked if the two grants are mutually exclusive. A representative of Jones & DeMille answered it is beneficial if you go through the planning process and mix the funding. Administrator Fitzgerald was told the next time to apply is next fall. He said he likes the grant because it works with the landowners and costs to the taxpayers go down. It at least pulls the houses out of the flood plain. Engineer Anderson stated there are other funding mechanisms including:



- Special Improvement District (SID)
 - Impact Fees
 - Project Partners
- USBR June Sucker Recovery Program
- Other State and Federal Agencies
- Benefited Commercial Businesses

His final recommendation is to submit the NRCS PLS66 funding application this year which facilitates further study of alternatives and brings the public into the process, then wait to submit the PDM funding application. As the new maps become effective in June 2020, staff will inform homeowners that Springville City is proactively pursuing projects and funding options to alleviate negative impacts to the homeowners. Administrator Fitzgerald said private property owners can build their own levees. Staff wants to make sure the City Council is comfortable with this game plan. There is a whole range of possibilities including do nothing which would save consulting fees. There are many property owners far north of the creek that expect to develop their property. Councilmember Snelson said he agrees with the recommendation because it is advantageous to the tax base. The undeveloped land will add revenue as it is developed. Administrator Fitzgerald said the discussion will continue next year as more citizens hear about this. The reality is these homeowners will need to buy flood insurance if they have a mortgage. Councilmember Miller added some homeowners along the creek already have flood insurance and if a homeowner wants to sell their home, it is better to get the lower rate grandfathered in. Engineer Anderson thanked Jones & DeMille and noted they have won many NRCS grants.

3. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

c) Discussion with Department Directors

Director Fredrickson reported that there will be 280 meters without power up Hobble Creek Canyon while staff performs maintenance on an underground line on Thursday and Friday.

Councilmember Miller congratulated Craig Norman for being voted PGA Professional of the Year for the Utah section.

Mayor Child announced that Chief Martinez will be speaking at the Chamber of Commerce a week from Thursday.

Director Neel complimented his staff.

Councilmember Snelson asked Director Riddle to explain the fund summary attached to our packet. Director Riddle noted that only two people in ten years had asked him that.

Director Stapley reported that Center Street was paved today and it should be fully open tomorrow. The project covered through 1470 East. Administrator Fitzgerald asked him to reach out to the junior high school to tell people the road is open. Mayor Child reported that residents complimented the contractor as very considerate and they knew it had to be done. Director Stapley continued by stating that he received the ok from the state for the Bartholomew Tank replacement project. They approved the plans and now work can start. He also reported that they are waiting on the state for the operating permit for Well #2.

Mr. Oldroyd reported there were 5000 views and 65 positive comments on the Craig Norman PGA Professional of the Year post.

Recorder Crane said the election canvas ratifying the election results will be next Tuesday.

d) Commission, Board and Committee Minutes

e) Mayor and Council Reports



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

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

There was none.

5. ADJOURNMENT

COUNCILMEMBER CREER MOVED TO ADJOURN THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL AT 6:43 P.M. COUNCILMEMBER SNELSON SECONDED THE MOTION, ALL VOTED AYE.

This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, November 12, 2019.

I, Jennifer Grigg, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday, November 12, 2019.

Jennifer Grigg
Deputy City Recorder



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, DECEMBER 03, 2019 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
SPRINGVILLE, UTAH.

Mayor Richard J. Child presided. In addition to Mayor Child, the following were present:
Councilmember Craig Jensen, Councilmember Michael Snelson, City Administrator Troy Fitzgerald,
Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director
Bruce Riddle and City Recorder Kim Crane.

Also, present were: Public Safety Director Craig Martinez, Power Generation Superintendent
Shawn Black, Building and Grounds Director Bradley Neel, Community Development Director Josh Yost,
Operations Manager Rod Oldroyd, Museum of Art Director, Rita Wright, Recreation Director Corey
Merideth, Tiffany Haveron Building and Grounds Superintendent, City Engineer Jeff Anderson, and
Library Director Dan Mickelson. Excused from the meeting Councilmember Brett Nelson, Councilmember
Chris Creer, Councilmember Jason Miller.

CALL TO ORDER

Mayor Child welcomed everyone and called the Work/Study meeting to order at 5:30 PM.

A quorum was not present, the purpose of a City Work Session is to prepare the City Council for
upcoming agenda items on future City Council Meetings. The Work Session is not an action item meeting.
No one attending the meeting should rely on any discussion or any perceived consensus as action or
authorization. These come only from the Regular City Council Meeting.

COUNCIL BUSINESS

1) Calendar

- Dec 10 - Work/Study Meeting 5:30 p.m.
- Dec 17 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- Dec 25 - Christmas Holiday Observed (City Offices Closed Wednesday)
- Jan 07 - Newly Elected Council Members Swearing in Ceremony 5:30 p.m.
- Jan 07 - Work/Study Meeting 6:00 p.m., Regular Meeting 7:00 p.m.

Mayor Child asked if there were any questions or additions to the calendar. Administrator
Fitzgerald added the City Employee Christmas lunch would be held at 11:30 a.m. on December 12, 2019.

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

- a) Invocation - Councilmember Jensen
- b) Pledge of Allegiance - Councilmember Snelson
- c) Consent Agenda

2. Approval of minutes for the October 08, November 12 and 19, 2019 Work Study meetings and
for the November 19, 2019 Regular meeting.

3. Approval of the Mayors re-appointment of Lisa Willey to the Springville Library Board - Dan
Mickelson

- 42 4. Approval of a sponsor letter signed by the Mayor for an NRCS RCPP Grant application for a
44 proposed flood protection project - Jeff Anderson, City Engineer

46 Mayor Child asked if there was any discussion on tonight's consent agenda.

48 Attorney Penrod stated he discussed with Mr. Bowman his item on the work agenda, and he did
not object to moving it to December 10, 2019. Council was in agreement to move the item.

50 **3) DISCUSSIONS/PRESENTATIONS**

52 **a. Culinary Water Master Plan - Brad Stapley, Public Works Director and Marv Allen with Hansen
Allen and Luce**

54 Steven C. Jones with Hansen, Allen and Luce reviewed the Culinary Water Master Plan. He
explained they used the current City General Plan, with exception to the A-1 Agricultural area the density
could change to a higher density. They assumed growth projections starting with the past city population,
56 current population and the projected population out to 2060.

58 Administrator Fitzgerald explained the population in the General Plan is beyond forecast, staff
reviewed data after analysis and found it would flatten out at 55,000 in population and wanted the Council
to be aware this was an aggressive growth plan.

60 Steven went on to explain the real focus was on the next 10 to 20 years, however they are looking
out to the future as to not be boxed into a corner. He explained planning terminology, an Equivalent
62 Residential Connections or ERC defined as the average use of a commodity for individual residences.
Commercial is based on the average use of an ERC. They predict to add 10,800 ERC's by 2060,
64 household and non-residential equivalent.

Irrigated acres was discussed, it was explained the pressurized irrigation in the west is considered
66 separately. The level of service for drinking water was considered and included fire flow, volume, and
operating pressures. Within a ten-year period, a new water well should be considered for future planning.
68 Peak control may be an option versus drilling another well. Currently storage capacity is adequate if
population remained the same. A water tank would be needed before 2060 and planning for a location is
70 recommended. Funding a regular pipeline replacement program was recommended and the City
currently has one in place.

72 **b. PI Master Plan - Brad Stapley, Public Works Director and Marv Allen with Hansen Allen and Luce**

74 Steven reviewed the Pressurized Irrigation (PI) Master Plan and explained they used a snapshot
of the irrigation currently being used from data through the Utah State. He commented data over the last
76 10 years or so, show lots are getting smaller and the area of irrigation per home is shrinking. The
advantages of PI, is culinary water needs to come from the ground and only so much is available, non-
78 drinkable water used in the PI system is more plentiful and has been cost effective.

Years ago, the City Council approved the ULS Pipeline and signed a contract obligating the City
80 to purchase additional water from Strawberry. The requirement was larger, until the City gave some back
to help pay for the PI System. The Pipeline is in place in Springville and will not be triggered until it is
82 completed to the south going through Spanish Fork, Salem and Payson with an approximate completion
of six to ten years. Once completed the City will need to start paying for the water. The City does have
84 the option to delay for another ten years, however it doesn't reduce the amount or the time required to
pay. The predicted annual payment is \$1.7 million per year whether it is used or not. With options to lease
86 or possibly sell.

88 A key facility for the City is the Bartholomew Pond it is used for equalization storage for the PI
system and helps meet the peak of water demand.

Recommended projects are to charge isolated secondary water pipes with culinary water. As development occurs, use impact fees to upsize pipes to master plan size. The advantage for charging dry lines, when a development is done, if a line is hit or broken, it can be detected. Continue to solidify water rights, and start planning now for the ULS Pipeline.

c. **Easement regarding the Bowman Property - John Penrod, Assistant City Administrator/City Attorney**

Moved to December 10, 2019.

4) MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

Mayor Child asked for any other comments, he repeated tonight's Regular Council Meeting at 7:00 p.m. was cancelled due to lack of a quorum, agenda items will be rescheduled.

5) CLOSED SESSION

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

There was none.

ADJOURNMENT

The meeting was adjourned by consensus.

This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday, December 03, 2019.

I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Tuesday, December 03, 2019.

Kim Crane, CMC
City Recorder



STAFF REPORT

DATE: December 17, 2019
TO: Honorable Mayor and City Council
FROM: Kim Crane, City Recorder
SUBJECT: 2020 ANNUAL MEETING SCHEDULE

RECOMMENDED MOTION

Motion to APPROVE RESOLUTION NO _____ ADOPTING THE 2020 ANNUAL MEETING SCHEDULE FOR SPRINGVILLE CITY'S COUNCIL, AGENCIES, AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES AS ATTACHED IN EXHIBIT A

SUMMARY OF ISSUES/FOCUS OF ACTION

UCA 52-4-202 requires all public entities to adopt and publish an Annual Meeting Schedule if they hold regular meetings scheduled in advance over the course of a year. UCA 10-3-502 requires cities to hold regular monthly council meetings based on their population. Springville City is a third-class city (30,000 to 65,000 in population) required to hold at least one meeting per month.

Springville City Code 2-4-102 requires the City Council to hold regular meetings to be held on the first and third Tuesdays of each month, unless there is a holiday or election day. The Mayor may hold the meeting as scheduled, or cancel or reschedule the meeting so that at least one meeting is held per-month. Regular Work/Study meetings are also scheduled accordingly.

DISCUSSION

Please see the attached Exhibit A. All meetings will be held on their regular schedule, including Work/Study meetings. Special or Emergency Meetings may be held at the call of the Mayor or with the consent of two Council Members upon three hours' notice.

The Redevelopment Agency and Municipal Building Authority will hold regularly scheduled meetings to present and adopt their budgets in May and June. Other meetings may be held as necessary at the call of the Chairman and will be posted as required with 24 hours minimum notice.

Each of the other boards, commissions and committees have adopted their meetings as noted. They have anticipated holidays that fall on their regular meeting days and either cancelled or rescheduled their meetings accordingly. Please see the attached Exhibit A

ALTERNATIVES

The Council may schedule, reschedule, or cancel meetings they wish as long as one meeting per month is held.

FISCAL IMPACT

None

ATTACHMENTS Proposed Resolution and Annual Meeting Schedule



RESOLUTION #2019-XX

**A RESOLUTION OF THE CITY COUNCIL OF SPRINGVILLE CITY, UTAH
ADOPTING A MEETING SCHEDULE FOR THE CALENDAR YEAR 2020**

WHEREAS, The Utah State Legislature has declared that cities of the third, fourth or fifth class shall hold council meetings at least once a month in the Utah State Code Section 10-3-502

WHEREAS, Springville City has reached the classification of a third-class city by attaining a population between 30,000 and 65,000 as defined in the Utah State Code Section 10-2-301

WHEREAS, The Springville City Code Section 2-4-102 requires regular meetings of the City Council to be held on the first and third Tuesdays of each month, except these meetings may be held as scheduled, cancelled, or rescheduled as directed by the mayor due to holidays or election days. In no case shall any less than one meeting per month be held in accordance with Utah State Code Section 10-3-502.

WHEREAS, The Utah State Legislature, in Utah State Code Section 52-4-202, has further required public bodies which hold regular meetings scheduled in advance over the course of a year to give public notice of the annual meeting schedule, and to include the date, time and place of such meetings.

NOW THEREFORE, BE IT RESOLVED by the City Council of Springville City, Utah, on this 17th day of December, 2019, to adopt the attached meeting schedule ("Exhibit A") as the official City Council, Agencies, Authorities, Boards, Commissions, and Committees meeting schedules for the calendar year 2020;

AND FURTHERMORE, RESOLVE to authorize its publication and posting according to Utah State Code Section 52-4-202.

APPROVED and ADOPTED by the City Council of Springville, Utah, this 17th day of December, 2019.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

(EXHIBIT A)
2020 Springville City Meeting Schedule
RESOLUTION #2019-XX



ANNUAL MEETING SCHEDULE FOR 2020

ANNUAL MEETING SCHEDULE OF THE SPRINGVILLE CITY COUNCIL

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule of the City Council of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	07 - 14 - 21
February.....	04 - 11 - 18
March.....	03 - 10 - 17
April.....	07 - 14 - 21
May.....	05 - 12 - 19
June.....	02 - 09 - 16
July.....	07 - 14 - 21
August.....	04 - 11 - 18
September.....	01 - 08 - 15
October.....	06 - 13 - 20
November.....	03 - 10 - 17
December.....	01 - 08 - 15

Regular meetings of the City Council are held in the Council Chambers of the Civic Center Building, 110 South Main Street, Springville, Utah commencing at 7:00 p.m. on the first and third Tuesday of each month. Work meetings begin at 5:30 p.m. in the Council Chambers and are held on the first and third Tuesday of each month. The second Tuesday is scheduled as the Directors' Meeting and begins at 5:30 p.m. in the Multipurpose Room. Call the City Offices at 801-489-2700 or check www.springville.org for more information.

ANNUAL MEETING SCHEDULE OF THE MUNICIPAL BUILDING AUTHORITY

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule for the Municipal Building Authority of Springville, Utah is as follows:

REGULAR MEETING	DATE
May.....	05
June.....	02

Regular meetings begin at 6:40 p.m. and convene in the Civic Center Council Chambers, 110 South Main Street. Other meetings may be held as necessary at the call of the chairman and will be posted as required with a minimum of 24-hours' notice. Call the City Offices at 801-489-2700 or check www.springville.org for more information.

ANNUAL MEETING SCHEDULE OF THE REDEVELOPMENT AGENCY

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule for the Redevelopment Agency of Springville, Utah is as follows:

REGULAR MEETING	DATE
May.....	05
June.....	02

Regular meetings begin at 6:50 p.m. and convene in the Civic Center Council Chambers, 110 South Main Street. Other meetings may be held as necessary at the call of the chairman and will be posted as required with a minimum of 24-hours' notice. Call the City Offices at 801-489-2700 or check www.springville.org for more information.

ANNUAL MEETING SCHEDULE OF THE PLANNING COMMISSION

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule of the Planning Commission is as follows:

REGULAR MEETING	DATE
January.....	14 - 28
February.....	11 - 25
March.....	10 - 24
April.....	14 - 28
May.....	12 - 26
June.....	09 - 23
July.....	14 - 28
August.....	11 - 25
September.....	08 - 22
October.....	13 - 27
November.....	10 - 24
December.....	08 - 22

Meetings may be cancelled due to holidays or lack of agenda items. Regular meetings begin at 7:00 p.m. and convene in the Civic Center Council Chambers, 110 South Main Street, as posted. Study session before the first meeting of the month begins at 7:00 p.m. in the Council Chambers. The second meeting each month is a study session and begins at 7:00 p.m. in the Civic Center Council Chambers. Call Community Development at 801-491-7861 or check www.springville.org for more information.



**ANNUAL MEETING SCHEDULE OF THE
BOARD OF ADJUSTMENT**

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule of the Board of Adjustment is as follows:

Meetings will be held only if there are agenda items. Meeting notices will be posted 24 hours in advance. Call Community Development at 801-491-7861 or check www.springville.org to verify a scheduled meeting.

**ANNUAL MEETING SCHEDULE OF THE
DEVELOPMENT REVIEW COMMITTEE**

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule for the Development Review Committee of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	09 - 30
February.....	13 - 27
March.....	12 - 26
April.....	09 - 30
May.....	14 - 28
June.....	11 - 25
July.....	09 - 30
August.....	13 - 27
September.....	10 - 24
October.....	08 - 29
November.....	12 - 25 Wed
December.....	10 - 23 Wed

Regular meetings begin at 9:00 a.m. on Thursday of the week following the Planning Commission meeting unless otherwise scheduled, and convene in the Civic Center Conference Room #217, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Community Development at 801-491-7861 or check www.springville.org for more information.

**ANNUAL MEETING SCHEDULE OF THE
LANDMARKS PRESERVATION COMMISSION**

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule for the Landmarks Preservation Commission of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	09
April.....	09
July.....	09
October.....	08

Meetings will be held on a quarterly basis only if there are agenda items, on the second Thursday of the month at 5:00 p.m. in the Civic Center Room #217, 110 South Main Street. Call Community Development at 801-491-7861 or check www.springville.org to verify a scheduled meeting.

**ANNUAL MEETING SCHEDULE OF THE
ARTS COMMISSION**

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule for the Arts Commission of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	08
March.....	12
May.....	14
July.....	09
September.....	10
November.....	12

Regular meetings begin at 7:00 p.m. on the second Tuesday of alternating months and convene in the Springville Museum of Art, Board Room, 126 East 400 South. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Springville Museum of Art at 801-489-2727 or check www.springville.org for more information.

**ANNUAL MEETING SCHEDULE OF THE
ART CITY DAYS COMMITTEE**

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule for the Art City Days Committee of Springville, Utah is as follows:

Regular meetings are scheduled as needed and noticed a minimum of 24 hours in advance. Call Corey Merideth at 801-489-2734 or check www.springville.org for more information.



**ANNUAL MEETING SCHEDULE OF THE
WATER ADVISORY BOARD**

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule for the Water Advisory Board of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	09
March.....	12
May.....	14
July.....	09
September.....	10
November.....	12

Regular meetings begin at 6:30 a.m. on the second Thursday of alternating months and convene in Civic Center Conference Room #217, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Marcie Clark, Public Works Secretary at 801-491-2780 or check www.springville.org for more information.

**ANNUAL MEETING SCHEDULE OF THE
LIBRARY BOARD OF TRUSTEES**

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule for the Library Board of Trustees of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	09
February.....	13
March.....	12
April.....	09
May.....	14
July.....	09
September.....	10
October.....	08
November.....	12

Regular meetings begin at 7:00 p.m. on the second Thursday of the month and convene in the Springville Library Meeting Room, 45 South Main Street. Meetings may be cancelled due to holidays, or lack of a quorum or agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Library at 801-489-2720 or check www.springville.org for more information.

**ANNUAL MEETING SCHEDULE OF THE
PARKS AND RECREATION BOARD**

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule for the Parks and Recreation Board of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	28
February.....	25
March.....	24
April.....	28
May.....	26
June.....	23
July.....	28
August.....	25
September.....	22
October.....	27

Regular meetings begin at 6:00 p.m. on the fourth Tuesday of the month unless otherwise noticed and convene in the Springville Community Services Building at 443 South 200 East, Springville, Utah. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Teresa Tipton, Parks & Cemeteries Secretary at 801-489-2770 or check www.springville.org for more information.

**ANNUAL MEETING SCHEDULE OF THE
POWER ADVISORY BOARD**

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule for the Power Advisory Board of Springville, Utah is as follows:

REGULAR MEETING	DATE
January.....	08
February.....	12
March.....	11
April.....	08
May.....	13
June.....	10
July.....	08
August.....	12
September.....	09
October.....	14
November.....	11 (Vet Day)
December.....	09

Regular meetings begin at 6:30 a.m. on the second Wednesday of the month and convene at the Whitehead Power Plant Conference Room, 450 W 700 N, Springville, Utah. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Kami Ashby, Planner/Inventory Secretary at 801-489-2772 or check www.springville.org for more information.



**ANNUAL MEETING SCHEDULE OF THE
ECONOMIC ADVISORY BOARD**

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule for the Economic Advisory Board of Springville, Utah is as follows:

REGULAR MEETING	DATE
March	31
June	30
September	29
December	29

Regular meetings begin at 7:00 p.m. quarterly on the fifth Tuesday of the month and convenes in the Civic Center Conference Room #208, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Rod Oldroyd, staff support, at 801-491-7864 or check www.springville.org for more information.

**ANNUAL MEETING SCHEDULE OF THE
EMERGENCY PREPAREDNESS COMMITTEE**

PUBLIC NOTICE is hereby given that the 2020 Annual Meeting schedule for the Emergency Preparedness Committee of Springville, Utah is as follows:

REGULAR MEETING	DATE
January	16
February (CERT Breakfast)	15
March	19
April	16
May	21
June (PARADE)	13
July	16
August	20
September (DRILL)	05

Regular meetings begin at 5:30 p.m. on the third Thursday of each month and convene in the Public Safety Training Room in the Springville Fire Station #41, 75 West Center Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Rhiannon Jarvis, Executive Secretary at 801-491-5521 or check www.springville.org for more information.

**ANNUAL MEETING SCHEDULE OF THE
HOBBLE CREEK GOLF COURSE COMMITTEE**
PUBLIC NOTICE is hereby given that the 2020 Annual Meeting Schedule for the Hobbble Creek Golf Course Committee of Springville, Utah is as follows:

REGULAR MEETING	DATE
February	20
May	21
August	20
November	19

Regular meetings begin at 7:00 p.m. on the third Thursday of the month and convene in the Hobbble Creek Golf Course Clubhouse on Hobbble Creek Canyon Drive. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Craig Norman, at 801-489-6297 or check www.springville.org for more information.

Springville Civic Center
110 South Main Street
Springville, Utah 84663

Springville Fire Station #41
75 West Center Street
Springville, UT 84663

Springville Museum of Art
126 East 400 South
Springville, Utah 84663

Springville Public Library
45 South Main Street
Springville, UT 84663

Springville City Community Services
443 South 200 East
Springville, UT 84663

Springville Electric Operations Center
777 North 400 West
Springville, UT 84663

Hobbble Creek Golf Course Clubhouse
Hobbble Creek Canyon Road





STAFF REPORT

DATE: December 5, 2019
TO: Honorable Mayor and City Council
FROM: Bradley D. Stapley, P.E., Director of Public Works
SUBJECT: PUBLIC ROADWAY EASEMENT - 250 NORTH AT 1200 WEST

RECOMMENDED MOTION

Motion to execute a Public Roadway Easement with Rocky Mountain Power for a public roadway (250 North) crossing at 1200 West and authorize the expenditure of \$20,100.00 for said easement.

SUMMARY OF ISSUES/FOCUS OF ACTION

Springville City Public Works seeks to construct a missing section of the 250 North roadway at 1200 West by crossing an existing undeveloped parcel owned by Rocky Mountain Power.

The execution of this easement (as shown in Exhibit A) and associated payment will allow this project to move forward into design and eventual construction of the missing roadway section of 250 North in the spring/summer of 2020.

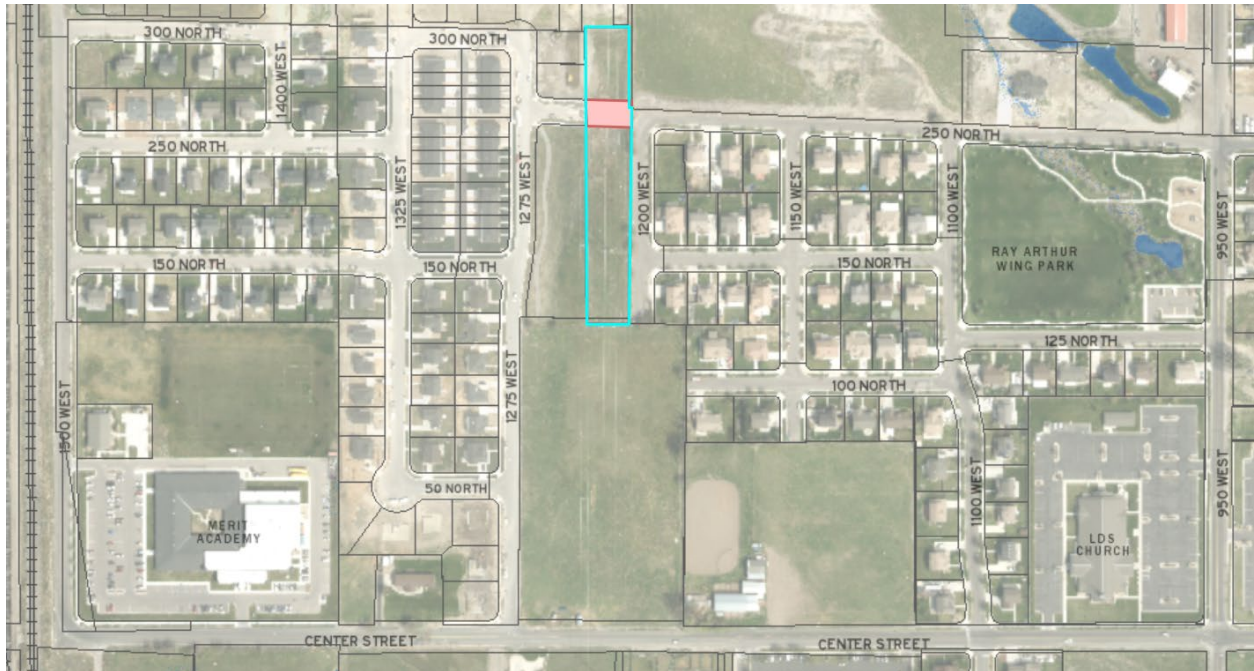
BACKGROUND

In an effort to improve east-west subdivision vehicle and pedestrian access, the Springville City Public Works Department initiated discussions with Rocky Mountain Power in early 2019 to secure a roadway easement across an undeveloped parcel at 250 North 1200 West.

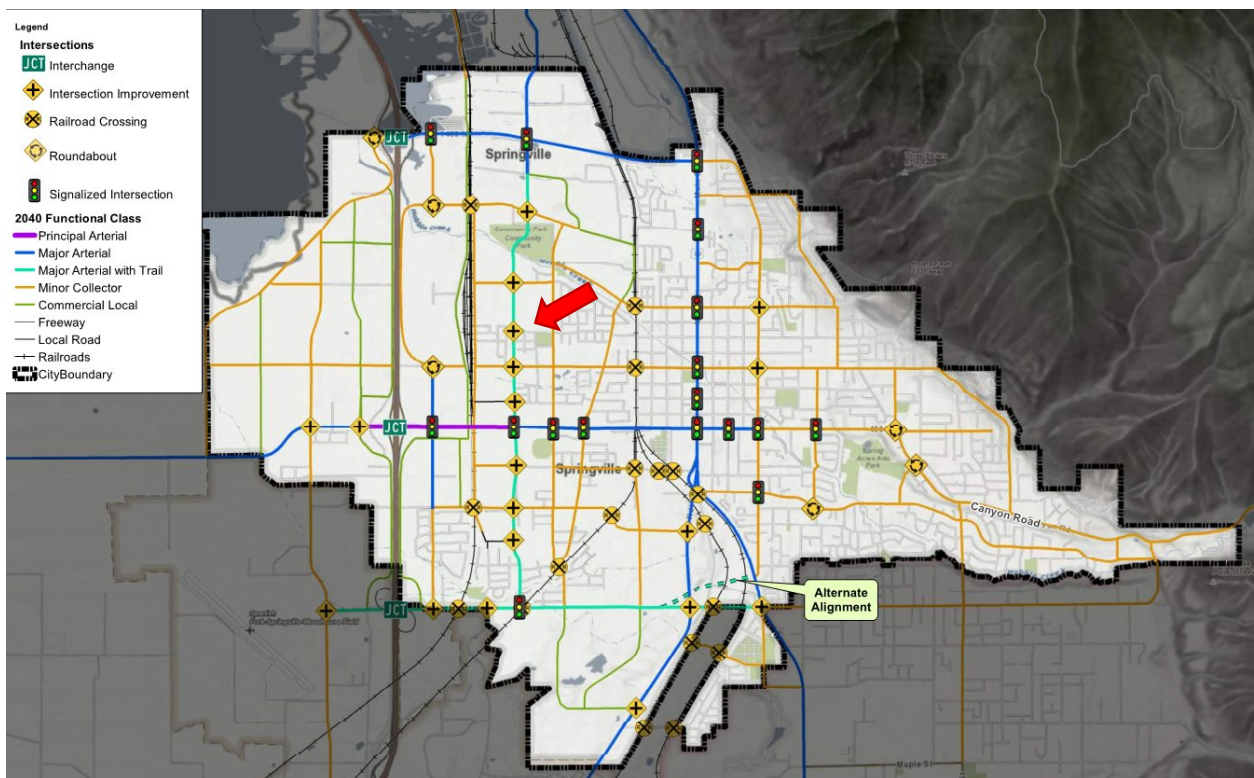
This easement will allow for the construction of roadway and pedestrian facilities, as well as the installation of underground public utilities.

DISCUSSION

The current roadway infrastructure in the area of 1200 West and 250 North is shown in the photograph below. The Public Roadway Easement (shown in red) will provide a much-needed east-west roadway and pedestrian access.



1200 West is planned as a major north-south arterial roadway with trail in the City's Transportation Master Plan as shown below. Future intersection improvements are planned at 1200 West and 250 North when 1200 West is expanded to its arterial status.



ALTERNATIVES

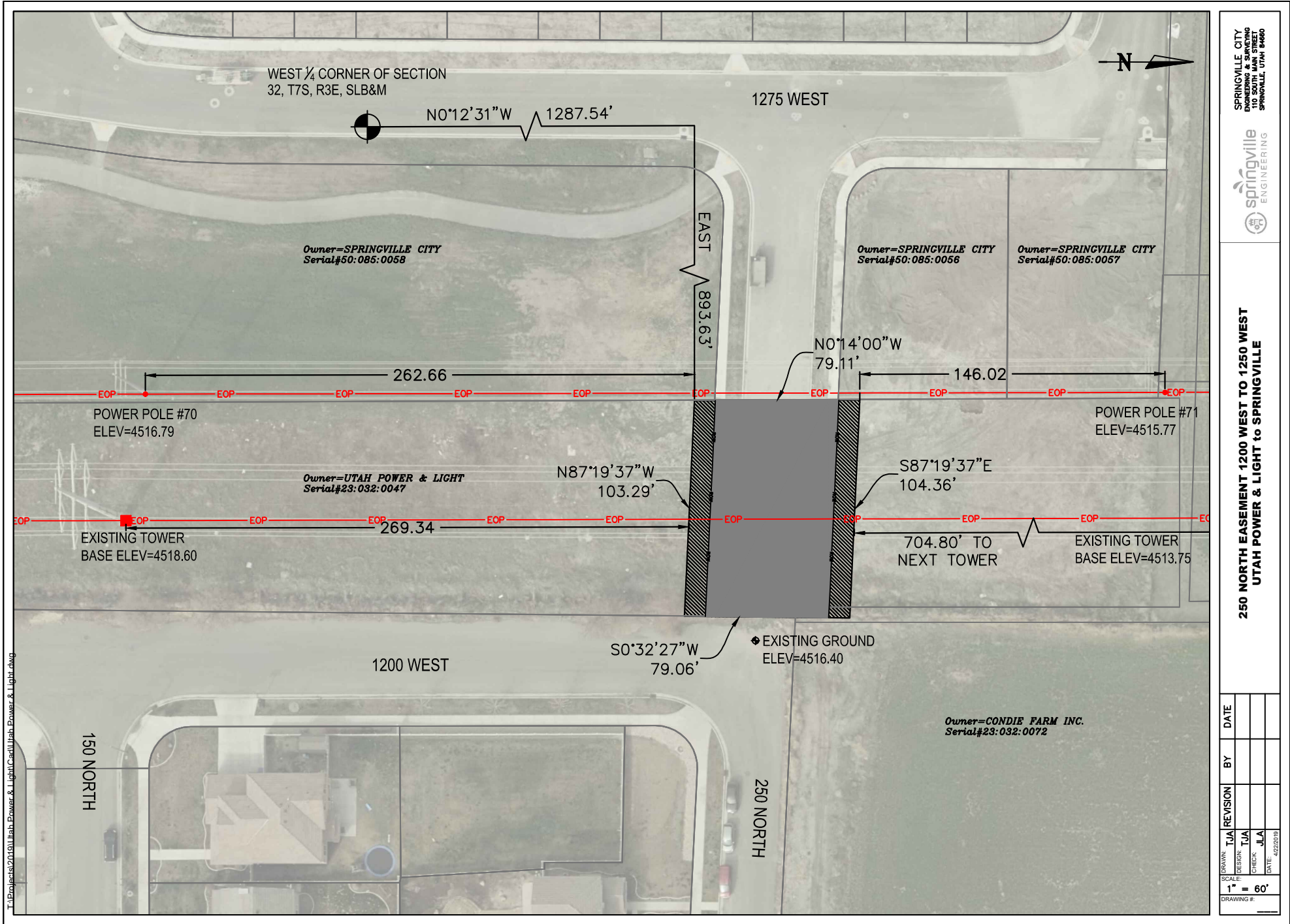
No connection at 1200 West at 250 North.

FISCAL IMPACT

Funding for this Public Roadway Easement will come from Street Impact Fees. Currently, \$30,000 is budgeted in this year's 2019-20 Budget for Street Impact Fee Projects.

Bradley D. Stapley, P.E.
Director of Public Works
Springville City

Public Roadway Easement
Springville City Council, December 17, 2019



SPRINGVILLE CITY
ENGINEERING & SURVEYING
110 S MAIN STREET
SPRINGVILLE, UTAH 84606



250 NORTH EASEMENT 1200 WEST TO 1250 WEST
UTAH POWER & LIGHT TO SPRINGVILLE

DRAWN	DESIGN	CHECK	DATE	REVISION	BY	DATE
TJA	TJA	JLA	4/22/2019			
SCALE	1" = 60'					
DRAWING #						



STAFF REPORT

DATE: December 10, 2019

TO: Honorable Mayor and City Council

FROM: Bradley D. Stapley, P.E., Director of Public Works

SUBJECT: INTER-LOCAL COOPERATION AGREEMENT - 1200 WEST FUNDING

RECOMMENDED MOTION

Motion to execute an Inter-Local Agreement between Utah County and Springville City outlining the respective rights and responsibilities for funding reimbursement to Mountainland Association of Governments (MAG) through Utah County for property acquisition as part of the 1200 West corridor near Center Street.

SUMMARY OF ISSUES/FOCUS OF ACTION

Springville City is in the process of acquiring a 5.86-acre parcel just north of Center Street for the purpose of constructing a Major Arterial Roadway with Trail (1200 West). MAG Corridor Preservation funds are immediately available for the purchase of said property.

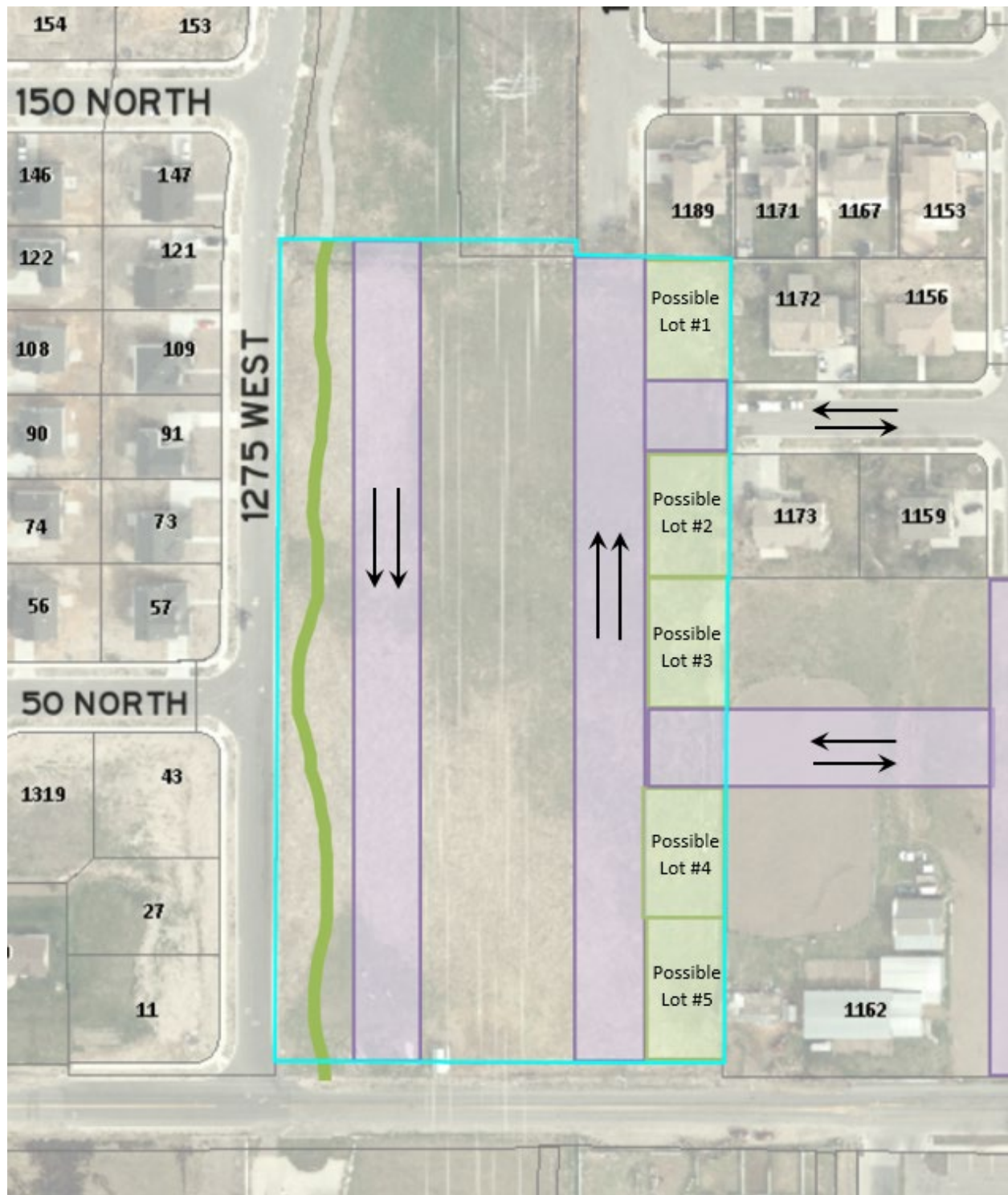
The agreement before the City Council will allow the immediate funding of this property purchase using MAG Corridor Preservation funds, with Utah County reimbursing MAG a portion of the total property cost in January 2021 when County funds become available.

These 2021 County funds have been authorized to construct the initial 1200 West 2-lane pilot roadway as part of the MAG Transportation Improvement Program (TIP).

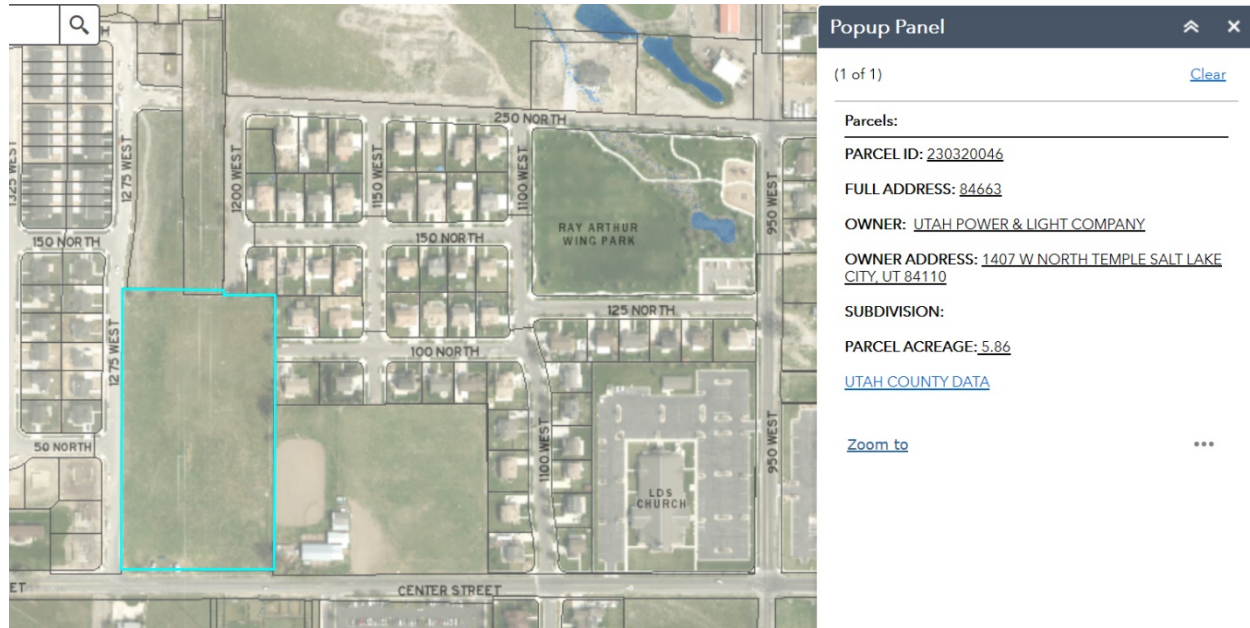
BACKGROUND

Springville City Public Works has received approval from MAG for the construction of a two-lane pilot roadway project known as 1200 West - Segment #3 (**1200 West Project**) which consists of a two-lane pilot roadway (initially accommodating north-south traffic) on 1200 West from 400 South to 550 North in Springville, Utah.

The initial pilot roadway cannot be built until a certain property (**Needed Property**) is purchased for right-of-way purposes, which Needed Property also encompasses the future right-of-way alignment for an expanded 1200 West Major Arterial Roadway (converting the initial north-south lanes to two (2) northbound only lanes and adding two (2) additional southbound lanes) as shown in the exhibit below.



The **Needed Property** is shown as Utah County Parcel number 230-3200-46, is owned by the Utah Power and Light Company (Rocky Mountain Power), and consists of 5.86 acres of undeveloped land with two (2) high voltage power lines running north-south through the property as shown in the photo below.



The **Needed Property** owner will only sell the **Needed Property** in whole, thus placing the **1200 West Project** and the **Future Project** (1200 West additional southbound lanes) within the same property purchase.

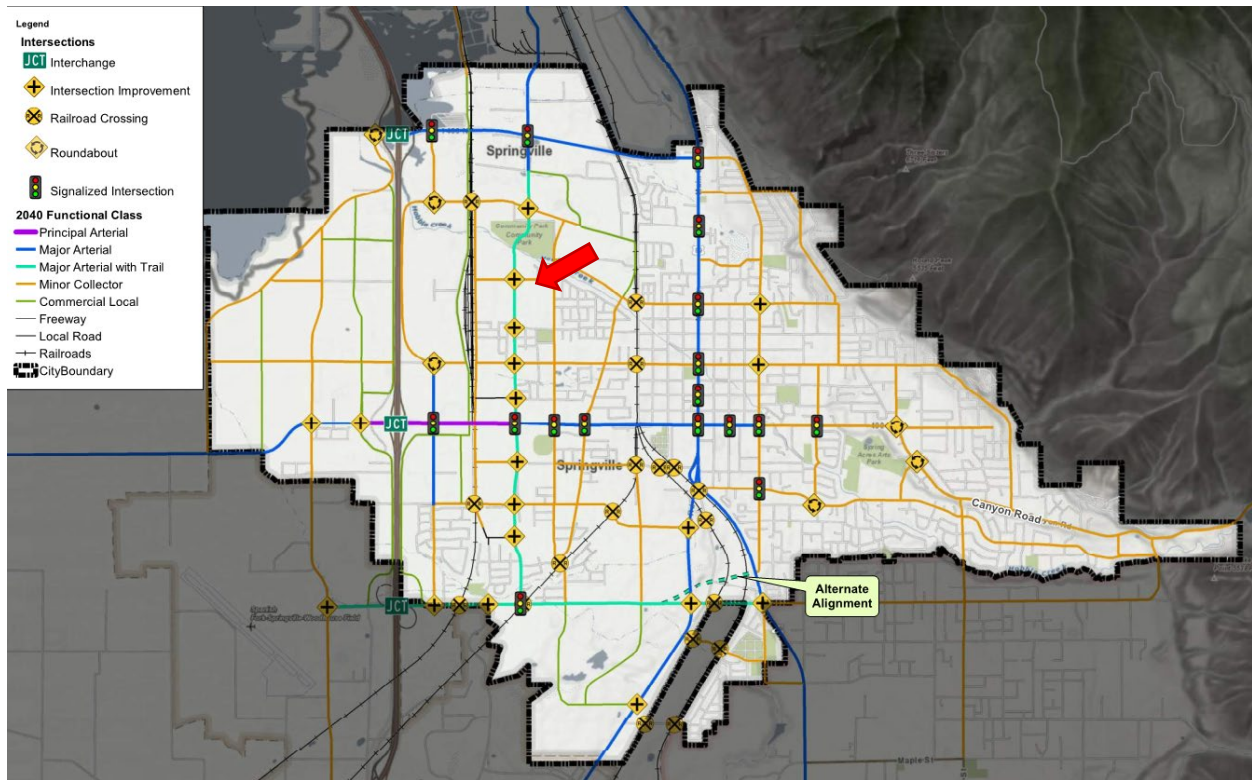
Springville City desires to initially use Mountainland Association of Governments (MAG) Corridor Preservation funding for the purchase of the **Needed Property** in whole to secure the **Needed Property**.

Utah County and Springville City desire to coordinate with MAG as follows:

- MAG to purchase the **Needed Property** in whole with MAG Corridor Preservation funds in the amount of \$610,000.00, with the intention that;
- One-half of the purchase price of the **Needed Property** to be funded with MAG Corridor Preservation funds for the **Future Project**, and
- One-half of the purchase price of the **Needed Property** to be reimbursed by Utah County to MAG when MAG TIP funding becomes available for the **1200 West Project** (January 2021).

DISCUSSION

1200 West is planned as a major north-south arterial roadway with trail in the City's Transportation Master Plan as shown below. Segment #3 of the 1200 West Project is bracketed.



ALTERNATIVES

No property purchase. No extension of 1200 West north of Center Street.

FISCAL IMPACT

Funding for the property purchase will be accomplished as follows:

- \$305,000 from MAG Corridor Preservation Funds, and
- \$305,000 from MAG TIP funds (issued by Utah County) already approved for the Segment #3 1200 West construction beginning January 2021.

Respectfully,

Bradley D. Stapley, P.E.
Director of Public Works, Springville City.

INTER-LOCAL COOPERATION AGREEMENT

between

**UTAH COUNTY and
SPRINGVILLE CITY**

For A Project Known As

1200 WEST – SEGMENT #3: 400 SOUTH TO 550 NORTH, SPRINGVILLE, UTAH

THIS AGREEMENT, made and entered into this 17 day of December 2019, by and between **UTAH COUNTY (Program Manager)**, a political subdivision of the State of Utah, with principle offices located at 100 East Center ST, Suite 2300, Provo, Utah 84606 and **SPRINGVILLE CITY (Project Sponsor)**, an inter-local agency of the State of Utah, with principle offices located at 110 South Main Street, Springville, Utah.

RECITALS:

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a two-lane pilot roadway project known as 1200 West – Segment #3 (**Approved Project**) which consists of a two-lane pilot roadway (initially accommodating north-south traffic) on 1200 West from 400 South to 550 North in Springville, Utah; and

WHEREAS, the initial pilot roadway cannot be built until a certain property (**Needed Property**) is purchased for right-of-way purposes, which Needed Property also encompasses the future right-of-way alignment for an expanded 1200 West major collector roadway (converting the initial north-south lanes to two (2) northbound only lanes and adding two (2) additional southbound lanes); and

WHEREAS, the Needed Property is shown as Utah County Parcel number 230-3200-46, and is owned by the Utah Power and Light Company (Rocky Mountain Power), and consists of 5.86 acres of undeveloped land with two (2) high voltage power lines running north-south through the property; and

WHEREAS, the Needed Property owner will only sell the Needed Property in whole, thus placing the Approved Project and the **Future Project** (1200 West additional southbound lanes) within the same property purchase; and

WHEREAS, the Project Manager and Project Sponsor desire to initially use Mountainland Association of Governments (MAG) Corridor Preservation funding for the purchase of the Needed Property in whole to secure the Needed Property.

WHEREAS, the Program Manager and the Project Sponsor desire to coordinate with MAG as follows:

- MAG to purchase the Needed Property in whole with MAG Corridor Preservation funds in the amount of \$610,000.00, with the intention that:
- One-half of the purchase price of the Needed Property to be funded with MAG Corridor Preservation funds for the Future Project, and
- One-half of the purchase price of the Needed Property to be reimbursed by the Program Manager to MAG when MAG TIP funding becomes available for the Approved Project (January 2021).

WHEREAS, the Project Sponsor approved this Agreement by the commission, board, council, or other body or officer vested with the executive power of the public agency.

WHEREAS, the Program Manager approved this Agreement by the commission or officer vested with the executive power.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the

Program Manager and the Project Sponsor in the construction of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Utah County Public Works Director shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. MULTIPLE JURISDICTIONS.

If a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter in to this interlocal agreement and interface with the Program Manager as the Project Sponsor. Multiple jurisdictions and/or agencies interactions will be outlined within a separate interlocal agreement between said jurisdictions and/or agencies. This agreement shall be referenced in such agreement as an Exhibit.

Section 4. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event longer than 3 years from the execution date.

Section 5. NO SEPARATE LEGAL ENTITY.

The Program Manager and the Project Sponsor do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 6. TERMS.

- 1) **Project Scope** – Reimbursement by the Project Manager of one-half of the total Needed Property purchase price (\$610,000.00) to MAG, to be placed back into MAG's Corridor Preservation Fund when MAG TIP funds for the Approved Project become available in January 2021.

- 2) **Procurement** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. Different project engineers can be designated or hired for different phases of the project.
- 3) **Project Development** - The Project Sponsor and the designated project engineer, will design, acquire the necessary rights-of-way (ROW), bid out and manage the construction of the Approved Project.
 - a) **Design Standard** - The design and construction of the Approved Project will meet or exceed Springville City Standard Drawings and Specification standards.
 - b) **Environmental Work** - The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow their own adopted environmental process, or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed), or any other stricter environmental process under local or federal law. The Project Sponsor must follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.), and any other local or government agency requirements for the Approved Project.
 - c) **Design Work** - The Project Sponsor will involve the Program Manager at the following design milestones:
 - (1) Kickoff Meeting,
 - (2) 30% Scope and Schedule Review,
 - (3) 60% On Site Plan Review,
 - (4) 90% Plans, Specifications and Estimate,
 - d) **Final Design Approval** - Once project design is completed, the Project Sponsor will review the final design with the Program Manager. Both parties shall agree that the project is ready for the construction phase.

- e) **ROW Acquisition** - The Project Sponsor will be responsible to acquire all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document, or as required by Utah law.
 - f) **Construction Advertising** - To advertise construction, the Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the advertisement and the notice of award to the Program Manager.
- 4) **Project Signage/Contact Info** - It is recommended that the Project Sponsor install signage informing the public of the following:
- a) Project name.
 - b) Project description.
 - c) Start and completion dates (general).
 - d) Contact name, phone number, website address, email.
 - e) Use the sentence “This project funded with Mountainland Transportation Funding”.
 - f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County).
 - g) Generally, one sign at each access point to the project shall be installed.
 - h) Signs should be at least 4’ x 6’, or large enough for passing motorists to read.
 - i) Signs should be installed prior to construction and stay in place through construction.
- 5) **Construction Process** - The Project Sponsor will manage the construction process.
- a) The Program Manager will be notified of any changes that affect the scope of the project or costs that exceed the construction contingency.
- 6) **Project Completion** - Program Manager staff will be notified and allowed to attend the final inspection of the completed project.
- 7) **Project Hold** - The Program Manager has the authority to place a project on hold at any time during the project development process or withhold reimbursement of invoices during the construction process if the Program Manager deems that the Approved Project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can

provide, the issues will be brought to the Mountainland MPO committees for their review, recommendations, resolutions, and approvals.

- 8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed \$2,347,826.00 (Total Project Cost) for the direct costs of the Approved Project in FY 2021.
- a) **Matching Funds** - The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The use of Project Sponsor equipment and/or Project Sponsor employee time for the project shall not be reimbursable, but can be claimed by the Project Sponsor as a soft match toward the required 6.77% matching funds required from the Project Sponsor. Soft match being used as the required match for this project is NA, equating to \$0. The Project Sponsor is required to pay the difference between the required match and the value of the soft match, if any.
- b) **Funding Availability** - MAG Exchange funds are distributed to the MPO generally in October each year through a cooperative agreement with UDOT. The exchange process requires that MPO federal funds be exchanged with UDOT for state funds on an annual basis. The federal funds are made available by Congress, the release of funds can fluctuate yearly. County Transportation Sales Tax funds are generally available each January and are generated by sale tax revenue, which can fluctuate with the economy. MAG will not reimburse expenses on an Approved Project unless funding is made available by UDOT and Utah County. This could require the Approved Project to be placed on hold by the Program Manager or that the Project Sponsor advance their own funds toward the Approved Project with reimbursement to be made by the Program Manager upon receipt of available funding from UDOT and/or Utah County.
- c) **Reimbursement** - The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied by the Project Sponsor to the Program Manager without requiring separate inquiry. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to

the Project Sponsor for any fiscal year shall be the available funds actually received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed \$2,188,878.00 (Total Project Cost less Matching Funds). Any costs which exceed \$2,188,878.00 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.

- d) **Cost Overruns** - The Program Manager maintains a contingency account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of \$500,000. The MPO Regional Planning Committee can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this Agreement. If no additional funds are awarded or the Approved Project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.
 - e) **Surplus Funds** - Any surplus funds remaining after the completion of the Approved Project will be returned to the Mountainland or Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County selects and funds projects, not project sponsors. Surplus funds cannot be moved to a new project not already approved through the MPO project selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.
- 9) **Liability, Ownership and Maintenance of Approved Project** - The Project sponsor bears all liability through all stages of project development and construction. The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.
- 10) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.
- 11) **Other Expenses** - Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.

12) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.

13) **Recitals** - The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Program Manager and the Project Sponsor, and shall remain on file for public inspection during the term of this Agreement.

Section 8. AMENDMENTS.

- 1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be one of the following: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.
- 2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this Agreement must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Program Manager, and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of other approved projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project

betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. Extra work shall be outlined in a new exhibit.

Section 10. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

Section 11. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior

understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized and passed on this 17 day of December 2019,

BOARD OF COMMISSIONERS
UTAH COUNTY, UTAH

William C. Lee, Commission Chair

ATTEST:

Amelia Powers Gardner, Utah County Clerk/ Auditor

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
David O. Leavitt, Utah County Attorney

SPRINGVILLE CITY

Authorized and passed on this 17 day of December 2019,

SPRINGVILLE CITY
UTAH COUNTY, UTAH

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By:

John Penrod, City Attorney



STAFF REPORT

DATE: December 9, 2019

TO: Honorable Mayor and City Council

FROM: Troy K. Fitzgerald, City Administrator

SUBJECT: RIGHT-OF-WAY AND ACCESS ROAD AGREEMENT WITH
GRINDSTONE DEVELOPMENT ASSOCIATION

RECOMMENDATION:

A Motion to Approve the Grindstone Subdivision Access Road Agreement.

BACKGROUND:

During 1960, Utah County approved the Grindstone Planned Dwelling Group development in the mouth of Grindstone Canyon. The entrance to this development is next to the Hobble Creek Golf Course maintenance sheds. In 1960, the golf course did not exist.

When the development was approved, the developer indicated that the area would include "a right of way across an area of land for purposes of a roadway from the existing county road to the boundary line of the planned Dwelling Group Area." (Letter from Boyd L. Park, attached) Further, the developer promised to "maintain the roads." (Id.)

In the late 1960s, Springville City was in the process of building the Hobble Creek Golf Course. On September 12, 1968, Springville City received a warranty deed for some the property of the Grindstone Planned Dwelling Group developers for the purpose of expanding the golf course and building the club house. (Warranty Deed Attached.)

On the same day, a document entitled Covenant to Provide Right of Way and Access Road was recorded. (Covenant Attached.) This Covenant was signed by Mayor F. Calvin Packard and the wording of this covenant has become the crux of the discussions between the parties relating to maintenance of the roadway through the golf course. It states:

WHEREAS, there presently exists across the above described parcel of land a right of way and access road from the county road in Hobble Creek Canyon to the Grindstone Planned Dwelling Group; and

WHEREAS, the City of Springville proposes to construct on the land being purchased a club house for the Hobble Creek Golf Course, and the locating of said structure and expansion of said golf course may necessitate the relocating of said right of way and access road; now, therefore

The city of Springville hereby covenants with an in favor of Kenneth D. Long, Gwen Long, Robert L. Frazier and Lucile Frazier and those person having interests in the Grindstone Planned Dwelling Group, that said city shall provide a right of way and access road from the county road in Hobble Creek Canyon to the point where the existing access road to the Grindstone Planned Dwelling Group leaves the above described parcel of land so that the existing road south to said land and the bridge over Hobble Creek may still be utilized for access to the said Planned Dwelling Group; and said city further covenants that said right of way and access road shall be at least 20 feet wide and comparable in quality to the existing road across the above described parcel of land and may be used for the purpose of access from said county road to said Planned Dwelling Group in the same manner and to the same extent as the existing road has been and is now being used and as it is contemplated the same would have to be used in the future in the proper development and use of the said Grindstone Planned Dwelling Group.

For several years, the current homeowners read this Covenant to mean that not only did Springville need to rebuild the road when it was moved, Springville has the responsibility to maintain this road to a standard “comparable in quality” is it was in 1968 perpetually.

In 2006, one of the original developers, Robert Frazier, issued an affidavit (Attached) indicating that the City would grant power and water connections to the development in exchange for the land that eventually became the golf course clubhouse area.

In 2012, Springville City and the leaders of the Grindstone Development Association in an attempt to resolve any differences and to determine how to best maintain the road, resolve liability questions and work together into the future. At the time of these discussions, the Covenant language set forth above was unknown to either part.

In an effort to determine relative usage of the road, data was collected during the summer about 60-65 percent of the traffic on the road comes from the Grindstone Development. Of the remaining traffic some traverses the entire road, but much of the city traffic is maintenance equipment which fans out over the golf course. During the winter, basically 100 percent of the traffic comes from the development.

Following discussion, the city and development association agreed to split the maintenance costs equally and tentatively scheduled to have an overlay completed.

On October 15, 2012, the Association, through a telephone conversation with Rich Nichols, the city was asked not to complete the road at the current time. The city did not complete an overlay but did do a skin patch to improve the road surface for the coming winter.

In late 2013, the City Administrator drafted an Easement Agreement reflecting the tentative agreement between the parties.

On February 10, 2014, the City Administrator delivered an email to the Association indicating that we could present the Agreement to the City Council on February 18 for consideration. In response the Association delivered, through a homeowner and attorney Steve Sumsion, an email stating that “the attached easement was recently discovered by Rich Nichols and provides some important, if not critical background, for our discussions and negotiations.” This ‘easement’ was the attached Covenant document.

On the same day, the association indicated in writing that they didn’t feel an agreement was needed any longer and communications between the parties ceased for a period of time. In a change meeting with Rich Nichols, the City conveyed that we still have not resolved the situation.

Both parties agree that the road is in need of maintenance. Following some discussions recently, the City agreed to fill potholes in the road for the coming winter. This was done.

On November 28, 2017 association members met with the Mayor and indicated that the road is owned by the city and must be maintained by the city. Further, they strongly feel that damage to the road is being caused by watering the grass adjacent to the road and that they will not move from their current position that 100 percent of the cost of maintaining the road is the city’s responsibility.

Due to the degradation in the road, the City eventually repaved the road from the parking lot to the entrance of Grindstone Subdivision entirely at its own cost. As the parties have continued to discuss the matter, Grindstone has indicated a desire to resolve the dispute and has agreed to pay something towards the long-term maintenance requirements on the road.

DISCUSSION:

The attached Grindstone Subdivision Access Road Agreement is a joint attempt by the parties to resolve the concerns related to maintenance of the road. The attached agreement is fairly simple. Springville agrees to maintain the road in manner

substantially the same as roads are maintained in the City. The responsible department for this maintenance oversight is the Golf Course. In return, Grindstone homeowners agree to pay \$2.50 per month on their utility bill towards road maintenance. This fee can increase annually based upon inflationary increases to water and power utilities.

The fee generated is anticipated to cover approximately half of the costs necessary to properly maintain the lane to Grindstone Subdivision.

ALTERNATIVES:

The City could decline to have Grindstone participate in maintenance costs.

FISCAL IMPACT:

The City will receive between \$700 and \$800 annually in the first year of the agreement towards maintenance of the lane. This will increase by inflation and when two additional homes are built within the subdivision.

Troy K. Fitzgerald

Troy K. Fitzgerald
City Administrator

GRINDSTONE SUBDIVISION ACCESS ROAD AGREEMENT

THIS AGREEMENT is entered this 17th day of December, 2019, by and between **SPRINGVILLE CITY, UTAH**, a municipal corporation of the State of Utah, 110 South Main Street, Springville, UT 84663 ("Springville City"), and **GRINDSTONE DEVELOPMENT ASSOCIATION, INC.**, a subdivision located at Utah County, Utah, 84663 ("Grindstone").

RECITALS

Whereas, Grindstone is a subdivision that was developed in or about 1960 as the Grindstone Planned Dwelling Group;

Whereas, Springville City desired to purchase a parcel of land north of the Grindstone Subdivision in 1968 for the expansion of the Golf Course and during which time could impact the existing access into the subdivision:

Whereas, Springville City entered into an agreement to ensure a road and access from the county road into the Grindstone Planned Dwelling Group. See Exhibit A (Notarized and Recorded Document #11476 COVENANT TO PROVIDE RIGHT OF WAY AND ACCESS ROAD);

Whereas, Grindstone has had access to their property along said roadway through Springville City property and the parties desire to enter into an agreement to provide for the long-term maintenance of the roadway;

Whereas, other agreements concerning utilities are in effect between Grindstone and Springville City and this Agreement does not change those agreements;

Whereas, Grindstone has the authority to bind the individual residents of the Association to the terms hereof; and

Whereas, the parties are desirous to maintain an amicable relationship by entering into this Agreement that (1) provides for the payment through utility bills of a fee associated with the maintenance of the access road to the Grindstone property, (2) sets a rate for the fee and (3) sets a basis for a rate increase and (4) releases each party from any or all claims the other party may have with respect to the access road outside the scope of the current agreement and the above referenced Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intended to be legally binding, the parties hereto agree as follows:

1. **Recitals Affirmed.** The parties each certify the correctness and accuracy of the facts recited above and adopt the same as a statement of their principal reasons for entering this Agreement.

2. **Road Maintenance.** Springville City shall maintain the Access Road in accordance with Springville City's policies for the maintenance of road systems inside the City's boundaries. The oversight of this maintenance will be the responsibility of the

golf course, acting as liaison between both parties in reporting, scheduling, and coordinating all regular and customary maintenance and repairs in accordance with said city policies.

3. **Road Fee.** Only lots located within Grindstone with a utility account shall be assessed an initial road fee of \$2.50 per month to share in the costs of Road Maintenance provided by Springville City, which fee may be amended from time to time based on the normal and customary inflationary fee regulation already present in the Springville water and power utility services. The fee will be placed on utility accounts for said lots within Grindstone. Failure of any home owner to pay the fee will result in penalties associated with failure to pay any other utility fee, including shutting of power and collection fees.

4. **Duration of Agreement.** This Agreement shall enter into force upon signature by the duly authorized representatives of Grindstone and Springville City. This Agreement shall remain in force until terminated by mutual agreement or until terminated under paragraph 12.

5. **Notice.** Any notice from one party to the other to be given under the terms of this Agreement shall be in writing and shall be deemed complete three (3) days after the date that such notice is deposited in the United States Mail, registered or certified, return receipt requested, with postage prepaid and addressed as set out below, or on the date that the notice is personally delivered to the below named designated representative of each party, whether in person or by facsimile or other electronic means by which delivery can be verified, as follows:

If notice is to Grindstone:

Grindstone Subdivision
Attn: Frederick Meyers, Pres.
98 Hobbie Creek Canyon
Springville, Utah 84663

With a copy (which does not constitute notice) to:

BTJD, LLC
Attn: David Kono, Attorney
P.O. Box 71410
Salt Lake City, UT 84171

If notice is to Springville City:

Springville City
Attn: Public Works Director
110 South Main Street
Springville, UT 84663

With a copy to:

Springville City Attorney
110 South Main Street
Springville, UT 84663

a. If at any time changes are made to the above-named designated representative of either party, that party shall give notice to the other party regarding the nature of the change and contact information of a new representative.

Acceptance of an invalid notice does not constitute a waiver of any of the notice provisions of this Agreement.

6. **Authority to Execute Agreement.** Each party represents that the official signing on its behalf has been duly authorized by a resolution of its governing body to execute this Agreement.

7. **No Third Party Rights.** The rights, duties, licenses, and benefits contained in this Agreement shall apply only to the parties. The parties do not intend that this Agreement create any rights in third parties, including individual Grindstone residents. The parties to this Agreement do not intend that there shall be any third-party beneficiaries to this Agreement. The rights granted in this Agreement shall not be assigned to any other person or entity without the specific written approval of the parties.

8. **Non-liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any elected official, appointed officer, agent, volunteer or employee of any public body which is a party to this Agreement, nor shall it be construed as giving any rights or benefits under this Agreement to anyone other than the parties to this Agreement.

9. **Default.** Default. A default hereunder shall occur if either party shall default in the performance or observation of any covenant or condition of this Agreement to be performed or observed. Each party shall have fifteen (15) days after receipt of a written notice of a default to cure the said default. The failure to pay the Road Fee on a utility bill shall not constitute a default hereunder until the City has first utilized its standard process to collect a utility bill up to and including turning off services. Thereafter, the City may notify Grindstone of the default and Grindstone has the opportunity to cure as set forth herein.

10. **Termination.** In the event of any breach or default of this Agreement by either party hereto, as defined in the section entitled "Default," then this Agreement may be declared terminated by the non-breaching party. This Agreement and the terms and conditions shall then expire upon receipt of the notice of termination by the breaching party. The rights and remedies afforded to the non-breaching party in the foregoing sentence shall not be exclusive, but shall be in addition to all other legal rights and remedies. The exercise of any right or remedy by the non-breaching party shall not be to the exclusion of any other right or remedy.

11. **Release.** The parties agree that this Agreement settles any and all outstanding claims known or unknown. Each party hereby releases, acquits and forever discharges the other party from any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever either party now has on account or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries and damage and all consequences resulting from or to result from past dealings, performances, alleged agreements and any and all other acts or omissions of any kind with respect to the access roadway that runs through Springville's property prior to the date of execution of this Agreement.

12. **Miscellaneous.**

Attorney's Fees: If any party is required to retain legal counsel in order to enforce this Agreement, with or without the commencement of a formal legal action, such party shall be entitled to recover its attorney's fees and costs from the breaching party or parties.

Change Orders: Change Orders must be in writing and signed by both parties. Change Orders must contain the change agreed upon and a specific cost or credit associated with the change in work.

Binding Effect: This Agreement shall be binding on the parties and their respective heirs, successors and assigns.

Governing Law: This Agreement shall be governed by the laws of the State of Utah.

Effect of Partial Invalidity: The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Paragraph Headings: The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Modifications: This Agreement shall not be amended or modified except by written document signed by the party to be charged with such amendment or modification.

Assignment: Grindstone may not assign this Agreement without the written consent of City.

No Waiver: No failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

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

GRINDSTONE SUBDIVISION

SPRINGVILLE CITY

By: _____
President

By: _____
Richard J. Child, Mayor

ATTEST:

ATTEST:

Secretary

Kim Crane, City Recorder



STAFF REPORT

DATE: November 26, 2019
TO: Honorable Mayor and City Council
FROM: Bruce Riddle, Finance Director
SUBJECT: FY 2019 AUDIT REPORT

RECOMMENDED MOTION

The Finance Department recommends approving a motion to (1) accept the Springville City FY 2019 Independent Auditor's Report as presented; (2) authorize the City Recorder to advertise and make available for public inspection the Independent Auditor's Report; and (3) authorize the Finance Director to submit the Independent Auditor's Report to the State Auditor as required by law.

SUMMARY OF ISSUES/FOCUS OF ACTION

Utah State Code, Title 51, Chapter 2a requires an independent audit of all cities to be performed within 180 days after the close of each fiscal period. Additionally, the independent audit reports are required to be made available for public inspection and are to be filed with the State Auditor.

BACKGROUND

After deeming it a best practice to change auditors from time to time, in May 2017 the City Council directed the Finance Department to issue a request for proposals from interested and qualified accounting and audit firms in the area. From a competitive pool of responses, Springville City selected the firm of Hansen, Bradshaw, Malmrose & Erickson, P.C. to prepare the city's financial statements and perform the independent audit. This is HBME's third year performing the independent audit for the City.

DISCUSSION

The Financial Statements, Independent Auditor's Report, and Management Letter have been provided as attachments to this report. The Management's Discussion and Analysis section of the report provides a narrative overview of the financial activities of the City during FY 2019.

The audit resulted in no findings of internal control deficiencies or of non-compliance with State requirements.

ALTERNATIVES

The Council can make comments and suggestions to the report and may chose not to accept it; however, the City is required to prepare acceptable financial statements and submit an independent auditor's report to the State Auditor by December 31, 2019.

FISCAL IMPACT

None.





STAFF REPORT

DATE: December 13, 2019

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF EXTENDING TIME FOR SIDEWALK IMPROVEMENTS TO BE INSTALLED ON LOT 4 OF THE SPRING POINTE RETAIL CENTER SUBDIVISION, PLAT G.

RECOMMENDATION

Motion to approve granting the developer an extension of time to June 1, 2020, to install the sidewalk and any other outstanding improvements on Lot 4 of the Spring Pointe Retail Center Subdivision, Plat G conditioned on the developer providing an improvement completion assurance approved by the City Administrator or his designee.

Alternative Motion:

Motion to set this matter for a public hearing pursuant to Section 14-5-206 of the Springville City Code to determine if the improvement completion assurance currently being held by the City should be declared forfeited and used to install the outstanding improvements on Lot 4 of the Spring Pointe Retail Center Subdivision, Plat G.

BACKGROUND

On or around July 25, 2018, the Spring Pointe Retail Center Subdivision, Plat G (the "Subdivision") was recorded, giving the developer one-year to install the required subdivision improvements. The developer provided a cash improvement completion assurance to assure the installation of the subdivision improvements. As of August 2019, all of the improvements except for sidewalk improvements on Lot 4 of the Subdivision were completed.

The original developer sold the property to Jackson Group Springville Land Company LLC, which is an affiliated land holding company of Jackson Group Peterbilt ("Jackson Group"). As part of the transaction between the original developer and Jackson Group, Jackson Group is required to install the remaining sidewalk improvements.

Jackson Group is planning to build a 45,000 square foot dealership facility on the Property. Jackson Group's timeline for developing the property is to submit a site plan application in early 2020 and have the sidewalk installed by June 1, 2020. In order to

assure that the sidewalk is installed, Jackson Group proposes replacing the original developer's property with a cash assurance.

Under Section 14-5-101 of the Springville City Code, the City Council may extend the time period for a developer to install subdivision improvements by an additional year. Section 14-5-101 states:

At its discretion, the City Council may grant one (1) extension not to exceed twelve (12) months for the developer to install the required improvements. If an extension is granted and the applicant has previously elected to record a subdivision and provide an improvement completion assurance for the improvements, the applicant must update or submit a current improvement completion assurance that covers the granted extension period. . .

Staff's recommendation is to allow Jackson Group to provide a cash assurance for the outstanding improvements and grant Jackson Group an extension until June 1, 2020, which date is within two years of the Subdivision Plat having been recorded. Staff's recommendation is based upon having an adequate assurance and Jackson's Group provided timeline.

ALTERNATIVE RECOMMENDATION

If the City Council does not want to grant an extension, Staff recommends that the City Council set this matter for a public hearing pursuant to Section 14-5-206 of the Springville City Code to determine if the improvement completion assurance currently being held by the City should be declared forfeited and used to install the outstanding improvements on Lot 4 of the Spring Pointe Retail Center Subdivision, Plat G.

FISCAL IMPACT:

None. The City is currently holding a cash bond to install the improvements.



STAFF REPORT

DATE: December 13, 2019

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney
Cari Thomsen, Paralegal

SUBJECT: CONSIDERATION OF AN ORDINANCE TO AMEND SPRINGVILLE'S
BEER AND LIQUOR SALES ORDINANCE, TITLE 7, CHAPTER 3

RECOMMENDATION

Motion to approve Ordinance No. _____ that amends and updates Springville's Beer and Liquor Sales Ordinance to come in line with amendments to Utah's Alcoholic Beverage Control Act.

BACKGROUND

Over the years, Utah has amended its Alcoholic Beverage Control Act (the "Act") in a number of different ways. Springville's current Beer and Liquor Sales Ordinance is still in line with State law but is outdated with respect to definitions and other changes made to the Utah Code. The proposed ordinance is to update Springville City's ordinance.

The proposed ordinance does the following:

- **Definitions and Percentages.** The City's current ordinance classifies beer sale licenses as Class A, B, and C licenses, depending on the type of license. The Act describes the license by the actual type of license, such as a bar establishment, off-premise beer retailer, restaurant, etc. Also, the Act allows for a higher content of alcohol in beer. The proposed ordinance incorporates the Act's definitions and percentages. Instead of copying all definitions from the Act to city ordinance, the ordinance adopts the definitions of the Act.
- **Proximity Rules.** The City's current ordinance prohibits beer retailer from selling beer within 180 feet of a community location (i.e. public or private school, church, public library, public playground, or park). The Act sets up different distances than what is currently in Springville's ordinance and offers two means of measuring proximity between a beer business and a community location.
 - **Proposed Ordinance Proximity Requirements.**
 - The proposed ordinance follows the proximity requirements for restaurants and outlets (state store, package agency, or retail

licensee). Based on two different measurement methods, the Act requires a distance of 200 or 300 feet between a restaurant and community location and 200 or 600 feet from an outlet to a community location. The Act allows restaurants or outlets that have continually operated since before January 1, 2007, to be considered approved under a previously approved variance.

- The proposed ordinance's proximity distance for off-premise beer retailers is 180 feet between the retailer and a community location.
- **Criminal Histories**. The proposed ordinance eliminates the requirement to provide Springville with a criminal history background check on beer license applicants when a background check is required by the State. This will eliminate City personnel from duplicating work already being done by the State.
- **Number of Licenses Limited**. The ordinance limits the number of available licenses based on resident population.

Based on today's City population, the proposed ordinance increases the total number of available beer licenses from 36 to 44 total beer licenses.

- **Current Ordinance** allows:
 - One Class A license to a Convenience Store for every 1,500 residents,
 - One Class A license to a Supermarket for every 4,000 residents, and
 - One Class B and one Class C to a tavern or other qualified applicant for every 6,000 residents**36 total licenses allowed & 21 issued**
- **Proposed Ordinance** allows:
 - One off-premise beer retail license for every 1,000 people,
 - One restaurant license for every 4,000 people, and
 - One bar establishment for every 10,000 people.**44 total licenses allowed - 8 more than currently allowed**
- **Sale Restrictions**.
 - **Intoxicated Persons**. The proposed ordinance restricts the sale of beer to any person who is under the influence of an intoxicating "substance" instead of "beverage."
 - **Sell to Minors**. The ordinance makes it unlawful to sell beer to anyone under 21 years of age. The ordinance reduces the time period that violations for selling beer to a minor follow a licensee from 36 months to 24 months. In researching this issue, several cities have gone from a 36-month violation lookback period to a 24-month violation lookback period. The penalties for selling beer to minors are enhanced with each sell. The fourth violation of selling to a minor within 24 months is penalized with a 30-day suspension and a one-year probation period. Any violation within

the one-year probation period results in a license revocation. Reducing the lookback period from 36 to 24 months will benefit local businesses, while arguably opening the door for more possible beer sales to minors.

- Beer by Doors. Several years ago, the City Council made it illegal for an off-premise beer retailer to store within 15 feet of a customer door entrance. The proposed ordinance has this same provision.

FISCAL IMPACT:

No foreseen fiscal impact beyond administration costs associated with beer licenses.

Attachments: Proposed Ordinance

ORDINANCE #XX-2019

AN ORDINANCE AMENDING THE BEER AND LIQUOR SALES ORDINANCE, SECTION 7-3 OF THE SPRINGVILLE CITY CODE.

WHEREAS, the City has an existing ordinance regarding beer and liquor sales, as allowed under Section 10-8-42 of the Utah Code Annotated; and

WHEREAS, the City Council wants to amend the ordinance language to be in conjunction with recent amendments to the Alcoholic Beverage Control Act; and

WHEREAS, the types of licenses that previously existed have become inapplicable; and

WHEREAS, the City Council has determined that the clarifications and amendments in this ordinance are in the best interest of the citizens of Springville and an appropriate exercise of the City Council's legislative power.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Springville, Utah that the following sections are hereby amended:

SECTION 1: Section 7-3 of Springville City Code is hereby amended to the following:

~~7-3-101 Definitions.~~

~~The following words and phrases used in this Chapter shall have the meaning herein ascribed to them, unless a different meaning clearly appears in the context:~~

~~(1) —“Beer” means all products which contain 63/100 of 1% of alcohol by volume or one-half of one percent and not more than 4% of alcohol by volume or three and two-tenths percent alcohol by weight, and which are obtained by fermentation, infusion or decoction of any malted grain, and which may or may not contain hops or other vegetable products. Beer includes products referred to as malt liquor, malted beverages, or malt coolers~~

~~(2) —(a) —“Beer retailer” means any business establishment engaged, primarily or incidentally in the retail sale or distribution of beer to public patrons, whether for consumption on or off the establishment's premises and that is licensed to sell beer by the Utah Alcoholic Beverage Control Commission, by the City pursuant to this Chapter, or both.~~

~~(b) —“On-premise beer retailer” means any beer retailer engaged, primarily or incidentally, in the sale or distribution of beer to public patrons for consumption on the beer retailer's premises. It includes taverns.~~

~~(c) —“Tavern” means any business establishment engaged primarily in the retail sale or distribution of beer to public patrons for consumption on the establishment’s premises and that is licensed by the Utah Alcoholic Beverage Control Commission under Title 32A, Chapter 10, part 2, Utah Code Annotated 1953, as amended, and has a Class B or Class C beer license issued by the City pursuant to this Chapter. “Tavern” includes beer bars, parlors, lounges, cabarets, and night clubs where the revenue from the sale of beer exceeds the revenue from the sale of food, although food need not be sold in such establishments.~~

~~(3) —“Sell,” “Sale” and “to sell” means any transaction, exchange, or barter whereby, for any consideration, an alcoholic beverage is either directly or indirectly transferred, solicited, ordered, delivered for value, or by any means or under any pretext is promised or obtained, whether done by a person as a principal, proprietor, or as an agent, servant, or employee.~~

~~(4) —The word “wholesaler” means any person other than a brewer or retailer engaged in the importation for sale or in the sale of beer in wholesale or jobbing quantities to retailers, other than a small brewer selling beer manufactured by that brewer.~~

~~(5) —The word “convenience store” means any retail outlet of food and goods with a building size of less than 10,000 square feet.~~

~~(6) —The word “supermarket” means any retail outlet of food and goods with a building size of 10,000 square feet or more.~~

~~7-3-102 Retail License Required.~~

~~It shall be unlawful for any person to engage in the business of beer retailer, in bottles, or original containers, or draft, within the limits of the City without having first procured a license from the City as provided by this Chapter; provided, however, that no license shall be granted to sell beer in any dance hall, theater, or in the proximity of any church or school. A separate license shall be required for each place of sale, and the license shall at all times be conspicuously displayed in the place to which it shall refer or for which it shall be issued. All licensees shall comply with the Utah Alcoholic Beverage Control Act and the regulations of the Utah Alcoholic Beverage Control Commission.~~

~~7-3-103 Licensed Brewer or Wholesaler.~~

~~It shall be unlawful for any licensee under this Chapter to purchase or acquire or to have or possess for the purpose of sale or distribution, any beer except that which he shall have lawfully purchased from a brewer or wholesaler licensed under the Utah Alcoholic Beverage Control Act.~~

~~7-3-104 Application for License.~~

~~(1) —All applications for licenses authorized by this Chapter shall be verified and filed with the Business License Official and shall state the applicant’s name in full and that he has complied with the requirements and possesses the qualifications specified in this Chapter and the Utah Alcoholic Beverage Control Act; and if the applicant is a partnership, the names and addresses of all partners; and if a corporation, the names~~

~~and addresses of all officers and directors who hold at least twenty percent (20%) of the issued and outstanding stock of the application corporation; and must be subscribed by the applicant who must state under oath that the facts contained therein are true, and if a corporation, that the applicant has proper authority from the corporation to act on the corporation's behalf. The application must also state the name of any managing agent of the applicant. In addition, the applicant shall provide a copy of a background check received from the Bureau of Criminal Identification. Applicants must furnish all other information which may be required by the City Council.~~

~~(2) A supplemental application shall be filed on a yearly basis, on or before December 31, updating any changes in qualifications within the past year. Failure to notify the City of a change in ownership or change in the corporate officers or directors may result in suspension or revocation of the license.~~

~~7-3-105 Qualifications of Licensee.~~

~~No license shall be granted to any applicant, partner, managing agent, or officer or director who holds at least twenty percent (20%) of the issued and outstanding stock of the applicant corporation to sell beer at retail unless he shall be of good moral character, over the age of twenty-one (21) years, and a citizen of the United States, or to anyone who has been convicted of any felony or of any violation of any federal or state law or City ordinance concerning the sale, manufacture, distribution, warehousing, adulteration, or transportation of alcoholic beverages. No license shall be granted to any applicant, partner, managing agent, or officer or director who holds at least 20% of the issued and outstanding stock of the applicant corporation who has been convicted of any violation of any law or ordinance relating to alcoholic beverages, or of drunken driving, or of keeping a gambling or disorderly house in the last twenty-four (24) months.~~

~~No renewal of any license shall be granted to any applicant, partner, managing agent, or officer or director who holds at least 20% of the issued and outstanding stock of the applicant corporation to sell beer at retail unless he shall be of good moral character, over the age of 21 years, and a citizen of the United States, or to anyone who has been convicted of any felony or of any violation of any federal, or state law or City ordinance concerning the sale, manufacture, distribution, warehousing, adulteration, or transportation of alcoholic beverages. No renewal of any license shall be granted to any applicant, partner, managing agent, or officer or director who holds at least 20% of the issued and outstanding stock of the applicant corporation who has been convicted of any violation of any law or ordinance relating to alcoholic beverages, or of drunken driving, or of keeping a gambling or disorderly house in the last twenty-four months. However, upon payment of a triple licensing fee, a renewal of a license may be granted to any applicant, partner, managing agent, or officer or director who holds at least 20% of the issued and outstanding stock of the applicant corporation who has been convicted of one violation of any law or ordinance relating to alcoholic beverages, or of drunken driving, or of keeping a gambling or disorderly house in the last twenty-four months.~~

~~7-3-106 Classes of Licenses.~~

~~Retail licenses issued under this Chapter shall be of the following kinds and shall carry the following privileges:~~

~~(1) — A Class “A” retail license shall entitle the licensee to sell beer on the licensed premises in the original containers for consumption off the premises in accordance with the Utah Alcoholic Beverage Control Act.~~

~~(2) — A Class “B” retail license shall entitle the licensee to sell beer in the original containers for consumption on the premises in accordance with the Utah Alcoholic Beverage Control Act.~~

~~(3) — The Class “C” retail license shall entitle the licensee to sell beer in the original containers or on draft for consumption on or off the premises in accordance with the Utah Alcoholic Beverage Control Act.~~

~~7-3-107 License Fees.~~

~~(1) — Each application for a license shall be accompanied by an application fee and an annual license fee based upon the classification of the license in an amount set by Resolution of the City Council. If no license is currently available, the application fee shall be paid prior to the matter coming before the City Council for potential approval.~~

~~(2) — All licenses shall expire on the 31st day of December of each year, unless sooner canceled. Failure to meet the renewal requirements shall result in automatic forfeiture of the license effective of the date the existing license expires. The fees for licenses purchased at any time after April 1st and prior to January 1st may be prorated on a quarterly basis as follows: the fees for such licenses, when applied for and issued on or after April 1st, but prior to July 1st, shall be three fourths (3/4) of the annual fee; on or after July 1st, but prior to October 1st, shall be one half (1/2) of the annual fee; on or after October 1st, but prior to January 1st shall be one fourth (1/4) of the annual fee.~~

~~7-3-108 Limitations on Licenses.~~

~~(1) — A limited number of Class “A” licenses shall be available.~~

~~(a) — One Class “A” license will be available to a Convenience Store for every 1,500 people within the City of Springville as determined by the most recent Governor’s Office of Budget and Planning report. The report shall be rounded to the nearest 1,000 people and the number of licenses available shall always be rounded down to a whole number.~~

~~(b) — One Class “A” license will be available to a Supermarket for every 4,000 people within the City of Springville as determined by the most recent Governor’s Office of Budget and Planning report. The report shall be rounded to the nearest 1,000 people and the number of licenses available shall always be rounded down to a whole number.~~

~~(c) — One Class “B” license and One Class “C” license will be available to a Tavern or other qualified applicant for every 6,000 people within the City of Springville as determined by the most recent Governor’s Office of Budget and Planning report. The report shall be rounded to the nearest 1,000 people and the number of licenses available shall always be rounded down to a whole number.~~

~~(2) — Once a license has been granted to an applicant, the licensee may renew the license on a yearly basis as set forth in Section 7-3-107. If the licensee fails to renew the license by January 31 of any given year, the license may be granted to the next qualified applicant as set forth in Section 7-3-108(3).~~

~~(3) — If no license is currently available for an applicant, the applicant's request shall be kept on file with the Business License Official. If and when a new license becomes available, the license shall be granted to the next qualified applicant in order of filing date with the Business License Official with the oldest filing being contacted first.~~

~~(4) — Once a license has been granted, a licensee may continue to renew the license on a yearly basis even if the Governor's Office of Budget and Planning report indicates that fewer licenses would be available.~~

~~7-3-109 Revocation.~~

~~(1) — Any license issued under this Chapter shall be subject to revocation if:~~

~~(a) — The licensee shall cease to possess all of the qualifications required by Section 7-3-105.~~

~~(b) — The licensee fails to comply with any of the applicable provisions of this Chapter or with the rules, regulations, and orders of the Utah County Health Department relating to health matters.~~

~~(c) — Unlawful activities are conducted or permitted on the premises where the business for which the license is issued is conducted.~~

~~(d) — Either licensee or any employee or agent of licensee is convicted of any violation of this Chapter.~~

~~(e) — The permit for on-premise beer retailer issued to the holder of any Class "B" or Class "C" license is revoked by the Utah Alcoholic Beverage Control Commission.~~

~~(2) — Upon receiving information sufficient to establish any violation set forth in subsection (1) by a preponderance of the evidence, the Business License Official shall send a notice of violation to the license holder by hand delivery to the manager on duty by a police officer or Code Enforcement Officer and a copy by standard mail to the mailing address of the license holder. The date of hand delivery shall be construed as the date of delivery.~~

~~(3) — Any violation of this Chapter by a licensee or any employee of the licensee shall subject the licensee to the following penalties:~~

~~(a) — Upon the first violation of this Chapter, the licensee shall be issued a written warning.~~

~~(b) — Upon any violation of this Chapter which occurs within thirty-six (36) months of a prior violation, the licensee shall pay a civil fine of two hundred fifty dollars (\$250.00).~~

~~(c) — Upon the any violation of this Chapter within a thirty-six (36) months of two (2) prior violations, the licensee shall pay a civil fine of five hundred dollars (\$500.00).~~

~~(d) — Upon any violation of this Chapter which occurs within thirty-six (36) months of three (3) prior violations, the licensee shall pay a civil fine of five hundred dollars (\$500.00) and the licensee shall have its license to sell beer suspended for a period of thirty (30) consecutive days. Additionally, the licensee shall be placed on probation for a period of one (1) year. Any violation of this Chapter by the licensee, or the action by any suspended employee of the licensee to sell or supervise the sale of beer during the period of probation shall result in the revocation of the licensee's license to sell beer. The licensee shall not be eligible to reapply for a new license for at least six (6) months from the date of revocation.~~

~~(1) — Failure to pay any fine imposed for a violation of any provision of this Chapter within thirty (30) days of the imposition of such fine, shall be grounds for immediate suspension of the licensee's license to sell beer.~~

~~(2) — Failure to pay any fine within 20 days of the day on which the license is suspended is grounds for revocation of the licensee's license to sell beer.~~

~~(3) — Nothing in this Chapter shall limit the rights and powers of the City Council to grant, refuse to grant, or revoke the licensee's license to sell beer under this Chapter.~~

~~(4) — In the event that a licensee contests the existence of any violation under subsections (1) and (2) above, the licensee shall have the right to request a hearing to contest the existence of any violation of this Chapter or the imposition of any penalty under this Chapter. A written request for a hearing must be filed by the licensee with the City Recorder and with the City Attorney within fifteen (15) days of the date of mailing of the City's notice of violation to the licensee. The request for a hearing shall include the licensee's name, address, telephone number, and a statement of the licensee's basis for disputing the existence of a violation or the imposition of a penalty. A timely request for a hearing shall stay the imposition of any penalty until the hearing is decided. The City's finding of a violation shall be consider final if the licensee fails to request a hearing with the time period set forth above.~~

~~(5) — The City Council shall notify the licensee in writing of the date and time for the hearing. Hearings before the City Council shall be conducted informally. Formal rules of evidence and court procedure shall not apply. The hearings are administrative in nature, and hearsay is admissible, but the evidence must have some probative weight and reliability to be considered. The licensee shall be given an opportunity to be heard at such hearing, shall have the right to be represented by counsel, and may call witnesses. The City Council's decision shall be made orally at the end of the hearing or in writing within ten (10) business days following the hearing.~~

~~(6) — Upon any revocation of a license, the fee paid by the licensee to the City shall be forfeited to the City.~~

~~7-3-110 License Not Transferrable.~~

~~No license issued under the provisions of this Chapter shall be used for any other location or by any other person at any time other than for the location and licensee to whom it was issued. When a licensee changes location or when property is sold, a new application must be filed.~~

~~7-3-111 Restrictions on Sale.~~

~~(1) — It shall be unlawful to sell beer to any person under the age of twenty-one (21) years, or to any person who is intoxicated or under the influence of an intoxicating beverage.~~

~~(2) — (a) — No license shall be granted to any person to sell beer in any dance hall or theater, and it shall be unlawful for any person to sell beer at a dance hall or theater.~~

~~(b) — No on-premise beer retailer premises shall be established and no Class “B” or Class “C” license shall be granted to any person to sell beer within 180 feet of any public or private school, church, public library, public playground, or park and it shall be unlawful for any person to sell beer for consumption on the premises on which the beer is sold within 180 feet of any public or private school; The distance shall be measured in a straight line from the nearest entrance of the building where the beer is or will be sold to the nearest property boundary of the public or private school, church, public library, public playground, or park.~~

~~(c) — No Class “A” license shall be granted to any person to sell beer within 180 feet of any church or school, and it shall be unlawful for any person to sell beer within 180 feet of a church or school. The distance shall be measured in a straight line from the nearest entrance of the building where the beer is or will be sold to the nearest property boundary of the public or private school, church, public library, public playground, or park.~~

~~(3) — It shall be unlawful to advertise the sale of beer, except under such regulations as are made by the Alcoholic Beverage Control Commission.~~

~~(4) — Licensed premises shall be kept brightly illuminated at all times while occupied for business, and no booth, blind or stall shall be maintained unless all tables, chairs, and occupants, if any therein, are kept open to the full view from the main floor at the entrance of such licensed premises.~~

~~(5) — No licensee shall violate the terms of the license issued; nor, unless he shall be so licensed, shall he sell beer in the original containers, or draft beer for consumption on the premises, or permit any beer to be consumed on the premises.~~

~~(6) (a) Except as provided by paragraph (b) of this subsection, it shall be unlawful for any person to sell beer to any person between the hours of 12:00 midnight and 6:00 a.m.~~

~~(b) If the holder of a Class "B" or Class "C" license issued pursuant to this Chapter also holds a licensee for sale of liquor under Chapters 4 or 5 of the Utah Alcoholic Beverage Control Act, that licensee may sell beer for on-premise consumption each day only during the hours specified by Utah Code Annotated 1953, Section 32A-10-206, as amended.~~

~~(7) (a) Minors may not be employed by or be on the premises of an on-premise beer retailer to sell or dispense beer. Minors may not be employed by or be on the premises of any tavern.~~

~~(b) It shall be unlawful for a licensee or any other person to allow a minor to violate subsection (7)(a).~~

~~(8) (a) A person under the age of twenty-one (21) may not sell beer on the premises of a beer retailer for off-premise consumption.~~

~~(b) It shall be unlawful for a licensee or any other person to allow a minor to violate subsection (8)(a).~~

~~(9) It shall be unlawful for any person to sell beer through a "drive-up" window, meaning that beer can not be sold or dispensed to any person sitting in a motor vehicle or on a motorcycle.~~

~~7-3-112 Inspection.~~

~~All licensed premises shall be subject to inspection by any officer, agent, or peace officer of the City, the State Liquor Control Commission, or the Utah County Health Department; and every licensee shall at the request of the Utah County Board of Health furnish to it samples of beer which the licensee shall have for sale.~~

~~7-3-113 Penalties for violations by a Permit holder.~~

~~Any person violating any provision of this Chapter shall be guilty of a Class B misdemeanor and, upon conviction thereof, shall be liable to punishment by a fine in an amount not to exceed \$1,000.00, or by imprisonment for a term not to exceed six months, or by both such fine and imprisonment. Additionally, an employee possessing a valid certificate of completion from a statewide alcohol training and education seminar who is convicted of any law involving the sale of an alcoholic beverage is not only subject to the above penalties, but shall incur a suspension of the employee's certificate as follows:~~

~~(a) 1st Violation Written warning and retake the State alcohol training and education seminar;~~

~~(b) — 2nd Violation — Automatic suspension of the employee's certificate of completion from a statewide alcohol training and education seminar for a period of ninety (90) days and retake the State alcohol training and education seminar;~~

~~(c) — Any Subsequent Violation — Automatic suspension of the employee's certificate of completion from a statewide alcohol training and education seminar for a period of one (1) year and retake the State alcohol training and education seminar. The City shall report any known violation involving the sale of an alcoholic beverage to the Utah Department of Public Safety, Highway Safety Office, on forms available from that office within thirty (30) days.~~

~~7-3-114 Required Certificate of Completion from State Alcohol Training and Education Seminar.~~

~~(1) — A licensee involved in the transaction of retail beer sales for off-premise consumption (Class "A" retail sales) shall require any and all employees who directly supervise the sale of beer to a customer for consumption off the premises, or who sells beer to a customer for consumption off the premises, to obtain a Certificate of Completion from a statewide alcohol training and education seminar as required by Utah State Code Section 32A-10-103 and 62A-15-401. All employees of a Licensee involved in the transaction of retail beer sales will be required to possess and wear a unique identification badge while on duty. This badge shall be worn in on the front of the employee's clothing, visible above the waist, bearing the first or last name, initials, or unique identification letters or numbers that are sufficiently large to be clearly visible and identifiable.~~

~~(a) — New employees of Licensee shall obtain a valid certificate of completion from a statewide alcohol training and education seminar within thirty (30) days of hire. During this thirty (30) day period, the employee may sell alcoholic beverages in accordance with the State Alcoholic Beverage Control Act, the regulations of the Alcoholic Beverage Control Commission, and the provisions of this Chapter.~~

~~(b) — The Licensee is required to inform the City of any employee possessing a valid certificate whose employment is terminated for conduct that would be punishable under the statutes or ordinances regulating alcoholic beverages. Licensees shall maintain a record of badges assigned and the record must be available for immediate inspection. The record must include the employee's full name, address, and driver license number or similar identification number. Licensees who fail to keep and maintain such record shall become liable to an administrative fine of \$250. Licensees shall permit law enforcement officers and Utah County Health Department employees to conduct random compliance checks on licensee's premises.~~

~~(2) — Every licensee holding a Class "A" license is required to have all employees who directly supervise the sale of alcohol and any employees who will sell alcohol trained through a state administered or state certified alcohol training and education seminar.~~

~~(3) — Failure to comply with this section is a violation of this Chapter and subjects the licensee to the revocation penalties set forth in section 7-3-109.~~

~~7-3-115 Written Consent of Local Authority.~~

~~Whenever written consent of a local authority is needed by an applicant for a license under the Utah Alcoholic Beverage Control Act, the applicant must file an application for such consent with the City. In order to obtain such consent, applicant must meet all qualifications for licensure set forth in Section 7-3-5 above. Written consent of a qualified applicant shall be issued in a reasonable time after the application.~~

~~7-3-116 Alcohol Placement.~~

~~(1) If a beer retailer sells alcoholic beverages for off-premise consumption, the beer retailer shall not place any alcoholic beverage for sale or storage within fifteen (15) feet of any and all of the beer retailer's customer entrances.~~

~~(2) A person convicted of a first or second time within a one (1) year period of any provision of this section is guilty of an infraction and, upon conviction, shall be liable to punishment by fine in an amount not to exceed \$750.00.~~

~~(3) A person convicted of a third time within a one (1) year period of any provision of this section is guilty of a Class B Misdemeanor.~~

7-3-101 Definitions

For purposes of this Chapter, the definitions in the definition sections of Utah's "Alcoholic Beverage Control Act," Utah Code Title 32B, are hereby adopted by reference and incorporated herein. In addition, the following words and phrases shall have the meaning herein prescribed.

"Act" means Utah's "Alcoholic Beverage Control Act," Utah Code Title 32B, or successor provisions as amended.

"Bar Establishment" means a location with a license entitling the licensee to sell an alcoholic product for consumption on the licensed premises and in connection with a license issued by the State of Utah to operate as a bar establishment as provided in Utah Code, Title 32B, Chapter 6, Part 4, Bar Establishment, or successor provisions as amended. Bar establishment does not include a restaurant.

"Beer-Only Restaurant" means the restaurant is approved for the storage, sale, service and consumption of beer with a weight of 4% or less on the premises of the restaurant and meet the requirements of a beer-only restaurant license under the Act.

"DABC" means Utah Department of Alcoholic Beverage Control, including, but not limited to, its governing board the Alcoholic Beverage Control Commission.

“Full-Service Restaurant” means the restaurant is approved for the storage, sale, service, and consumption of all types of alcoholic beverages on the premises of the restaurant and meet the requirements of a full-service restaurant license under the Act.

“Licensed Premises” means any property, building, enclosure, room or equipment used in connection with the sale, storage, service, manufacture, distribution or consumption of alcoholic beverages or products and licensed to carry out the activity approved under this Chapter and under the Act.

“Limited-Service Restaurant” means the restaurant is approved for the storage, sale, service, and consumption of wine, heavy beer and beer with a weight 4% or less on the premises of the restaurant and meet the requirements for a limited-service restaurant license under the Act.

“Off-premise Beer Retailer” means a retailer with a license entitling the licensee to sell beer on the licensed premises for consumption off the premises as provided in Utah Code Title 32B, Chapter 7, or successor provisions as amended, or as provided in Utah Code Title 32B, Chapter 2, Part 6, except, in addition to the Act requirements, the following is also required:

(1) The off-premises retail space shall be at least one thousand (1,000) square feet; and

(2) The off-premises beer retailer shall not have more than thirty percent (30%) of its total annual gross retail receipts for the off-premises retailer from the sale of beer.

“Outlet” means a state store, a package agency, or a retail licensee, as defined under the Act.

“Person” means any individual, partnership, firm, corporation, association, business trust, or other form of business enterprise, including a receiver or trustee, and the plural as well as the singular number, unless the intent to give a more limited meaning is disclosed by the context.

“Restaurant” means a business location at which a variety of foods are prepared; at which complete meals are served; and that is engaged primarily in serving meals. A restaurant includes a full-service restaurant licensee; a limited-service licensee; or a beer-only restaurant licensee as these terms are defined under the Act.

7-3-102 State Statute Provisions Adopted

(1) All sections of the Act, Utah Code Annotated Title 32B, or successor provisions as amended, are hereby adopted and made a part of this Code by reference and are

incorporated herein, including, but not limited to, provisions of the Act that relate to Class B misdemeanors, Class C misdemeanors or infractions. In the event the Code is inconsistent with the requirements of the Act, the Code shall control, except if the State law preempts the Code then the State law shall control.

(2) It is unlawful:

(a) For a person to buy for resale, sell or deal in alcoholic product without complying with the provisions of this Chapter, the Act and any other applicable law;

(b) For an outlet, licensee or its employee to sell, dispose of, deliver or give beer to any person outside of the hours of 7:00 a.m. to 12:59 a.m.

(3) For a bar establishment, it shall be unlawful to sell liquor, wine, heavy beer or beer outside of the hours of 10:00 a.m. to 12:59 a.m.

(4) For a restaurant to sell liquor outside of the hours of 11:30 a.m. to 11:59 p.m. The restaurant may sell beer from 11:30 a.m. to 12:59 a.m. On Saturdays, Sundays, legal holidays or private parties, a restaurant may sell beer or liquor beginning at 10:30 a.m.

7-3-103 License Required

It shall be unlawful for any person to engage in the sale of liquor or beer in bottles, or original containers, or draft, within the limits of the City without having first procured a license from the City as provided by this Chapter. An alcohol license is required by any person who is required to have a state alcohol license under the Act. Any license issued under this Chapter shall be to sell alcoholic product or otherwise conduct permitted activities only at the specific place and in the specific manner provided by such license. A separate license shall be obtained for each type of alcohol activity and for each different location for which the applicant desires to carry on activities regulated by this Chapter. License shall at all times be conspicuously displayed in the place to which it shall refer. All licensees shall comply with the Act and the regulations of the DABC.

7-3-104 Licensed Brewer or Wholesaler

It shall be unlawful for any licensee under this Chapter to purchase or acquire or to have or possess for the purpose of sale or distribution, any liquor or beer except that which he shall have lawfully purchased from a brewer or wholesaler licensed under the Act.

7-3-105 Number Permitted

(1) The quotas for alcohol license shall be as set forth herein. Where a quota is not set forth in this Chapter, the quotas established under the Act shall apply. Specified:

(a) Off-Premises Beer Retailer: The total number of off-premises beer retailer licenses issued within the City shall not exceed that number determined by dividing the population of the City by one thousand (1,000).

(b) Bar Establishment: The total number of licenses issued within the City shall not exceed that number determined by dividing the population of the City by ten thousand (10,000).

(c) Restaurant: The total number of licenses issued within the City shall not exceed that number determined by dividing the population of the City by four thousand (4,000).

(2) State License No Effect: A license issued by the State for the sale of alcoholic products shall not affect the need for a separate license from the City. Holding one (1) type of license under this Chapter shall have no effect on the applicability of regulations or quotas governing other types.

(3) Population Determination: Population for determining the number of licenses shall be by the most recent U.S. decennial or special census or by any other population determination made by the United States government or the State. If the City Council wishes to make more frequent determinations of population than what may be available from the above sources, it may do so based on such formula as it may reasonably consider to be more accurate and use the more accurate population determination.

7-3-106 Application for License

(1) Required: An application for a license under this Chapter shall be made in writing, under oath, and on a form provided by the City for a new license, due to a change of ownership, a change of lessee of an existing licensed premises, or a change of location of an existing licensed premises. Renewal applications must be signed by an authorized signer for the business and returned to the City with a copy of the current state alcohol license and all applicable fees.

(2) Accompanying Materials: Any application submitted under this Chapter shall be accompanied by:

(a) A nonrefundable application fee in such amount as established by resolution of the City Council;

(b) An issuance fee for an original license or renewal in such amount as established by resolution of the City Council, which is refundable if a license is not issued. If a license is issued on or after July 1 in any year, one-half (1/2) of the license fee shall be charged;

(c) A copy of the applicant's current business license or application therefor;

(d) A copy of the State alcohol license or the completed application being submitted to the State for the State alcohol license;

(e) The applicant shall provide a list of all community locations within two hundred feet (200') of the outlet or restaurant location measured in a straight line from the nearest patron entrance of the proposed outlet or restaurant to the nearest property boundary of the community location;

(f) A signed consent form stating that the licensee will permit any authorized representative of the City or any law enforcement officer an unrestricted right to enter the licensed premises;

(g) Except for applicant's who are required to provide a criminal background check as part of an applicant's licensing process with the DABC, an applicant shall provide a current copy of the applicant's criminal history record from the State of Utah, Department of Public Safety, Bureau of Criminal Identification; and

(h) Any other information the license officer may require. Licensee must provide City with a copy of original and renewal licenses provided by DABC within fifteen (15) days of licensee receiving said license.

(3) Renewal Applications: Renewal applications must be signed by an authorized signer for the business and returned to the City with a copy of the current state alcohol license and all applicable fees.

(4) License Availability -In the event that the number of applications exceeds the number of available licenses, the available license may be issued to that applicant or applicants who, in the determination of the City Council, best qualify and which will best serve the interests of the community as determined under this section. No provision of this Chapter shall require the City to issue any license applied for under this Chapter.

(5) Assignment Or Transfer: No license issued under this Chapter shall be assigned, transferred, leased, subleased or sold, or otherwise transferred, except that in the sole discretion of the City, a transfer of a license may be permitted upon a change of location where the owner remains the same, or upon a change of owners where the location remains the same. In either case, the same requirements as to the location of premises and the qualifications of the licensee shall apply, and the same fees will be required as in the case of the issuance of an original license.

(6) Nonuse - Validity: A license issued under this Chapter which is not used by the licensee within or for a period in excess of ninety (90) consecutive days shall automatically revert to the City and shall no longer have any validity.

7-3-107 Qualifications of Licensee

(1) Every licensee hereunder shall be of good moral character, over the age of twenty-one (21) years, and lawfully present in the United States. Upon the death, resignation or discharge of its agent, a partnership, limited liability company, corporation or other entity shall, within fifteen (15) days, appoint another agent to qualify for and hold the license. Failure to designate a substitute agent within the time required shall be grounds for suspension, revocation or refusal to renew the license.

(2) No license shall be issued to any person who has violated any provision of this title or the Act or who has violated any provision of a license to sell alcoholic products issued by any governmental agency within the State, or who has had such a license revoked or who has been convicted of related charges.

7-3-108 Fees for License

- (1) Application Fee: A nonrefundable application fee in such amount as established by resolution of the City Council shall be submitted with any application for an original license.
- (2) License Fee: At the time of application for an original license or renewal, the applicant shall pay an issuance fee in such amount as established by resolution of the City Council.
- (3) Special Event Alcohol License: A nonrefundable application fee in such amount as established by resolution of the City Council shall be submitted with any application for a special event alcohol license. In addition, at the time of application for a license, the applicant shall pay an issuance fee in such amount as established by resolution of the City Council.

7-3-109 Current Status of Other Fees

No license shall be issued to any applicant who is in arrears in the payment to the City for any business license fees, or who is otherwise indebted to the City. Failure to pay business license fees or other charges assessed by the City when due shall be a basis for suspension or revocation of any license issued hereunder.

7-3-110 Restrictions on Sale

- (1) It shall be unlawful for any person who is intoxicated or under the influence of an intoxicating beverage or substance to sell or purchase beer.
- (2) It shall be unlawful to sell beer in violation of the proximity requirements of Title 32B-1-202 Utah Code Annotated, and a license may not be issued to an outlet that does not meet the required proximity provisions, subject to exceptions granted therein and no beer license shall be issued in violation of such.
- (3) It shall be unlawful for an off-premise beer retailer to sell beer within 180 feet of a community location measured from the nearest patron entrance of the retailer to the boundary line of the community location. A license may not be issued to a retailer if a community location is within 180 feet of the retailer's nearest patron entrance to the community location.
- (4) It shall be unlawful to advertise the sale of beer, except under such regulations as are made by the DABC.
- (5) It shall be unlawful to sell or dispense beer from any drive-up window.

7-3-111 Written Consent of Local Authority

Whenever written consent of a local authority is needed by an applicant for a license under the Act, the applicant must file an application for such consent with the City. In order to obtain such consent, applicant must meet all qualifications for licensure set forth in Section 7-3-106 and 7-3-107, as determined by the Community Development Director, or the Director's designee. Written consent of a qualified applicant shall be issued in a reasonable time after the application. Local consent shall expire within 180 days if a license is not issued by the State. Licensee must provide City with a copy of original and renewal licenses provided by DABC within fifteen (15) days of licensee receiving said license.

7-3-112 License Revocation

(1) Any license issued under this Chapter shall be subject to revocation if:

(a) The licensee shall cease to possess a business license or fail to keep for a period of two (2) years, or make available to the City upon reasonable request, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of alcoholic products.

(b) The licensee fails to comply with any of the applicable provisions of this Chapter or with the rules, regulations, and orders of the Utah County Health Department relating to health matters.

(c) Unlawful activities are conducted or permitted on the premises for which the business license is issued. The licensee or employees are on the premises habitually under the influence of alcohol or illegal drugs or the premises has repeated acts of violence.

(d) Either licensee or managing agent is convicted of any violation listed in 7-3-107(2) or a violation of federal, state, or local law involving alcohol or a crime of moral turpitude.

(e) The State License is revoked by the DABC.

(2) Upon receiving information sufficient to establish any violation set forth in subsection (1) by a preponderance of the evidence, the License Official shall send a notice of violation to the license holder by hand delivery to the manager on duty by a police officer or Code Enforcement Officer and a copy by standard mail to the mailing address of the license holder. The date of hand delivery shall be construed as the date of delivery.

(3) In the event that a licensee contests the existence of any violation under subsections (1) above, the licensee shall have the right to request a hearing to contest the existence of any violation of this Chapter or the imposition of any penalty under this Chapter. A written request for a hearing must be filed by the licensee with the City Recorder within fifteen (15) days of the date of delivery of the City's notice of violation.

The request for a hearing shall include the licensee's name, address, telephone number, and a statement of the licensee's basis for disputing the existence of a violation or the imposition of a penalty. A timely request for a hearing shall stay the imposition of any penalty until the hearing is decided. The City's finding of a violation shall be considered final if the licensee fails to request a hearing within the time period set forth above.

(4) The City Administrator shall notify the licensee in writing of the date and time for the hearing. Hearings shall be conducted informally. Formal rules of evidence and court procedure shall not apply. The hearings are administrative in nature, and hearsay is admissible, but the evidence must have some probative weight and reliability to be considered. The licensee shall be given an opportunity to be heard at such hearing, shall have the right to be represented by counsel, and may call witnesses. The City Administrator's decision shall be made orally at the end of the hearing or in writing within ten (10) business days following the hearing.

(5) Upon any revocation of a license, the fee paid by the licensee to the City shall be forfeited to the City.

7-3-113 Alcohol Placement and Sale to Minor

(1) It shall be unlawful for an off-premise beer retailer selling alcoholic beverages for off-premise consumption, to place any alcoholic beverage for sale or storage within fifteen (15) feet of any and all of the business's customer entrances.

(2) It shall be unlawful to sell beer to any person under the age of twenty-one (21) years.

(3) Any violation of (1) or (2) above by a licensee or any employee of the licensee shall subject the licensee to the following penalties:

(a) Upon the first violation of this Chapter, the licensee shall be issued a written warning.

(b) Upon any violation of this Chapter which occurs within twenty-four (24) months of a prior violation, the licensee shall pay a civil fine of two-hundred-fifty dollars (\$250.00).

(c) Upon the any violation of this Chapter within twenty-four (24) months of two (2) prior violations, the licensee shall pay a civil fine of five-hundred dollars (\$500.00).

(d) Upon any violation of this Chapter which occurs within twenty-four (24) months of three (3) prior violations, the licensee shall pay a civil fine of five-hundred dollars (\$500.00) and the licensee shall have its license to sell beer suspended for a period of thirty (30) consecutive days. Additionally, the licensee shall be placed on probation for a period of one (1) year. Any violation of this Chapter by the licensee, or the action by any suspended employee of the licensee to sell or supervise the sale of beer during the period of probation shall result in the revocation of the licensee's license

to sell beer. The licensee shall not be eligible to reapply for a new license for at least six (6) months from the date of revocation.

(1) Failure to pay any fine imposed for a violation of any provision of this Chapter within thirty (30) days of the imposition of such fine, shall be grounds for immediate suspension of the licensee's license to sell beer.

(2) Failure to pay any fine within twenty (20) days of the day on which the license is suspended is grounds for revocation of the licensee's license to sell beer.

(3) Nothing in this Chapter shall limit the rights and powers of the City to grant, refuse to grant, or revoke the licensee's license to sell beer under this Chapter.

7-3-114 Special Event Alcohol Service Permit

(1) A special event alcohol service permit may be issued by the City under certain circumstances. The licensee shall make application with the City and include the following:

(A) A Single Event Permit (72 hours or less) from the DABC.

(B) A non-refundable application fee and issuance fee as shown on the fee schedule adopted by the City Council.

(C) The name, address, and telephone number of the applicant licensee and the location of the premises for which a liquor or beer license has been issued.

(D) A diagram showing the location at the premises where the liquor or beer will be stored, including seating and exit areas.

(2) Event applications are reviewed by the City's Special Events Review Committee which shall include the Directors of Public Safety. Applications are required no later than 90 days in advance.

(3) A permit shall be valid for one (1) event only. An event shall not take place in violation of the proximity requirements of Section 32B-1-202 of the Utah Code Annotated.

(4) A special event permit, if issued, may contain conditions and limitations. Alcohol shall only be sold during the hours listed under Subsection 7-3-102. It shall be unlawful to violate a condition or limitation of a special event permit.

7-3-115 Penalties for Violations

In addition to the denial, suspension, revocation or refusal to renew a license, the licensee and any person who shall violate the provisions of this Chapter shall be guilty of a Class B misdemeanor and, upon conviction thereof, shall be liable to punishment by a fine in an amount not to exceed \$1,000 or by imprisonment for a term not to exceed six months, or by both.

SECTION 2: This ordinance will become effective one day after publication hereof in the manner required by law.

SECTION 3: The City Recorder shall cause this ordinance or a short summary hereof to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

ADOPTED by the City Council of Springville, Utah, this 17th day of December, 2019.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder



STAFF REPORT

DATE: December 10, 2019

TO: Honorable Mayor Child and the Springville City Council

FROM: Bradley Neel, Director of Buildings and Grounds

SUBJECT: CONSIDERATION OF APPROVING THE CONSTRUCTION OF A DOG PARK.

RECOMMENDED ACTION:

Motion to approve the Buildings and Grounds Department constructing a dog park in the Kelvin Grove Park using \$47,798.00 of FY2020 carry forward funds.

GOALS AND OBJECTIVES:

Build a dog park as requested by City Council and the Parks & Recreation Board to meet the needs requested by Springville City citizens. City staff would like to build the dog park with minimal impact to future capital project requests and to the budget/reserves.

BACKGROUND:

A few months ago, the City Council directed staff to determine the best location and costs for building a dog park. Since the City Council directed staff to start the process for constructing a dog park, the Grounds Division has reviewed possible locations and costs for constructing a dog park and has discussed the issue with the Parks and Recreation Board. The Parks & Recreation Board has voted unanimously in favor of recommending to the City Council to build a dog park. After considering several locations within the City, the Grounds Division and Parks and Recreation Board has determined that the best location for constructing a dog park would be in the Kelvin Grove Park located at 1500 South 1400 West.

The recommended dog park within the Kelvin Grove Park will be built as shown on the attached map. The dog park will have the following features:

1. Area. The dog park will be approximately 1.3 acres
2. Two Parks. The dog park will be divided into two areas. This will allow the Grounds Division to close one area when it becomes well used so that the turf can grow back. It also allows the Grounds Division to possibly have a large

and small dog park in the future. A number of cities have divided dog parks into two parks in order to separate large and small dogs.

3. In deciding where to locate the dog park, the Grounds Divisions and Parks & Recreation Board considered locating the dog park in parks; e.g. Devon Glen Park, Community Park, Kolob Park, Child Park, Clyde Park, Memorial Park, Spring Creek Park, Dry Creek Park, and Cherrington Park (future park). Out of all the parks evaluated, Kelvin Grove Park was the park selected for the following reasons:

Park Utilization: The area for the dog park shown on the attached map is a less used park area. This will allow staff to maximize park utilization. 1.3 acres was selected as the Grounds Division and the Parks & Recreation Board felt it was adequate for dog park needs and made best use of existing park space without affecting open space that could be used for future recreation programming or other activities by park patrons. The size of the dog park in Spanish Fork is 3 acres and the one in Provo is 0.7 acres.

Parking Space: Has an asphalt parking built on site. There is also curb side parking if necessary. Please note that park patrons will not have to compete for parking with recreation activities where no recreation programming is currently scheduled at this park.

Location: Near a residential area and existing trail system. Multi-level dwelling units or high-density housing units are in the nearby area and will continue to be built. Four different residences will have their backyard adjacent to the dog park (37 ft. distance to back of homes) and one residence will have their side yard adjacent to the dog park (88 ft. distance to back of home).

Existing Structure: Utilize 707 LF of existing fence to reduce overall construction cost and to help meet the goal outlined in this staff report (\$\$ cost savings of: $707 \text{ LF} \times \$69.00 \text{ LF} = \$48,000$). 845 LF of fence structure to be built. Cost per LF = \$69.00

The dog park as shown on the attached map will cost approximately \$58,250.00. We will need to reduce the size of the dog park by approximately 151 LF in order to meet budget amount.

If the City Council approves building a dog park, the Grounds Division plans to have it constructed by a third-party contractor via a formal bid process as we follow City/State procurement/purchasing policies.

ALTERNATIVES:

- 1) Wait until FY2021 budget approval and see if project gets approved through budget process as it competes with other project recommendations.



- 2) Use of City reserves to build the dog park.
- 3) Decline the construction of a dog park.

FISCAL IMPACT:

\$58,250 if built as shown in the presentation and per the attached document to this staff report. This cost was derived from labor and material costs provided to the City via estimation from contractors and/or vendors.





SCALE 1" = 40'	DRAWING				DOG PARK		10/28/19 10/28/19 10/28/19 10/28/19
	DRAWN	REVISION	DATE	BY			
	TJA						
	DESIGN						
	TJA						
2 OF 6	CHECK						
	JLA						
	DATE						
	10/28/19						



STAFF REPORT

DATE: December 17, 2019
TO: Honorable Mayor and City Council
FROM: Hobbie Creek Golf Course
SUBJECT: FEE CHANGES

RECOMMENDED MOTION

1. Amend the fee structure to reflect new rates for the 2020 golf season.

BACKGROUND

Overview of Recommendations

Costs of doing business are increasing rapidly. As costs increase being fiscally responsible to Springville City remains a priority for the golf course. These cost increases have been consistent each year and the Hobbie Creek is not immune to these economic pressures. Inflation in the United States from 2015 to October 2019 has average 1.72% annually according to the US Inflation Calculator. The effects of these changes have impacted costs of labor and materials among other things. The golf course rates to play on a daily basis have not increased since 2015 and revenue does not reflect an increase that correlates to the economic costs of doing business.

Furthermore, the golf course needs a new irrigation system to replace the current system that has served the golf course for over 50 years on the back nine and 23 years on the front nine. Although the fees increase will not cover the costs for replacing these well-worn and daily used systems, they will help offset the rising costs of maintenance and labor while helping increase revenue.

DISCUSSION

Currently the golf industry as a whole is relatively flat, with 2019 seeing only a 0.6% increase in play. Given the state of the golf industry; Utah is no different, increasing fees becomes a balance of market conditions, inflationary costs, and how the facility is currently performing relative to these factors. Currently, Hobbie Creek is seeing a slight upward trend in play of an average of 0.93% in play annually since 2015 and contributed mainly to the 6.74% increase in play of 2019 compared to 2018. This is a good increase relative to the flat nature of the industry. Proposing a rate change could negatively impact this trend in business. However, we feel that increasing the green fees in 2020 of \$1.00 per nine holes (the amount proposed) will have a minimal negative effect on business given the changes in fees by our competition in the market

area. The structure of the fee increase will continue to position Hobbie Creek as a premier Utah course while maintaining a strong competitive position in the market relative to other local and regional golf courses. Furthermore, we feel that the positive results of being able to improve Hobbie Creek's ability to reduce the impacts of increases in labor, material and other costs will better position Hobbie Creek for future sustainability.

Hobbie Creek is not alone in this economic decision; other courses in close proximity are proposing and implementing similar fee structure increases of a \$1 per nine holes. The following are examples of the newly adopted fees for Gladstan and Spanish Oaks for reference:

Area Golf Course Fee Change Examples 2020				
Gladstan				
Fee Discription	2019 Weekday (Old)	2020 Weekday (New)	2019 Weekend (Old)	2020 Weekend (New)
Greens Fees				
-9 Hole Reg	\$ 13.00	\$ 14.00	\$ 14.00	\$ 15.00
-18 Hole Reg	\$ 26.00	\$ 28.00	\$ 28.00	\$ 30.00
Cart Fees				
-9 Holes	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
-18 Holes	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00
Punch Pass				
-7 Day 20 round	\$ 215.00	\$ 232.00		
Annual Passes (Greens Fees Only)				
-5 Day	\$ 625.00	\$ 675.00		
-7 Day	\$ 775.00	\$ 825.00		
Spanish Oaks				
Fee Discription	2019 Weekday (Old)	2020 Weekday (New)	2019 Weekend (Old)	2020 Weekend (New)
Greens Fees				
-9 Hole Reg	\$ 13.00	\$ 14.00	\$ 14.00	\$ 15.00
-18 Hole Reg	\$ 26.00	\$ 28.00	\$ 28.00	\$ 30.00
Cart Fees				
-9 Holes	\$ 7.00	\$ 8.00	\$ 7.00	\$ 8.00
-18 Holes	\$ 14.00	\$ 16.00	\$ 14.00	\$ 16.00
Punch Pass				
-7 Day 20 round	\$ 215.00	\$ 232.00		
Annual Passes (Greens Fees Only)				
-5 Day	\$ 625.00	\$ 675.00		
-7 Day	\$ 775.00	\$ 825.00		

Note - Historically Hobbie Creek's fees are \$1 more per nine holes and \$2 more per eighteen holes. East Bay will not release their new fee structure until the completion of their course remodel in 2020.



Given our mission to provide an affordable recreational opportunity for the community, the proposed fee increases are reasonable and fit well within our mission. They have been approved through the golf committee for proposal.

Furthermore, this proposal includes new fee structures that will allow Hobble Creek more flexibility regarding corporate and private events. Additionally, this proposal introduces a veteran's rate to support our customers who serve and have served our nation. These new rate structures, rent my course, corporate pass and veteran's rate, help position Hobble Creek to better serve the ever-changing needs of the community.

	Current Approved Fees	Additional Conditions	Proposed Fee
9 Holes of Play: (All Players)			
Mon -Thurs	14		15
Mon - Thurs Senior	12	Must be 62 years of age	13
Mon - Thurs Junior	9	Under the age of 18	
Fri -Sun, Holidays	15		16
Fri -Sun, Holidays Senior	15		16
Fri -Sun, Holidays Junior	10		
Youth on Course	5	Valid any time M-TH; Valid after 12:00PM F-S & Holidays; Must show/have YOC #	
(New) Veterans Rate		Active and Retired Veterans; Must show military ID; Good 7 Days	13
18 Holes of Play: (All Players)			
Mon -Thurs	28		30
Mon - Thurs Senior	24	Must be 62 years of age	26
Mon - Thurs Junior	18	Under the age of 18	
Sun-Thurs Twilight	22	Played after specified twilight time, typically 2:00 PM but subject to change depending on the time of the year; 18 holes only for the rate; play is up to 18 holes	24
Fri -Sun, Holidays	30		32
Fri -Sun, Holidays Senior	30		32
Fri -Sun, Holidays Junior	20		
Youth on Course	10	Valid any time M-TH; Valid after 12:00PM F-S & Holidays; must show/have YOC #	
(New) Veterans Rate		Active and Retired; Must show military ID; Good 7-days	26
Annual Pass: (All Players)			
5-Day	665	Returning purchases receive \$25 discount	715



7-Day	850	Returning purchases receive \$25 discount	895
Senior 5-Day	635	Returning purchases receive \$25 discount; must be 62 yrs. of age at time of purchase	685
Junior 5-Day	400	Under the age of 18	450
Junior 5-Day Afternoons	275	After 2PM; Under the age of 18	Eliminate
Junior Monthly 5-Day	50		Eliminate
(New) Corporate Annual Pass		Valid season open to close; Pass is valid for one 4-some per day; Valid Monday-Friday only; Not valid on Holidays; Pass Includes golf carts; All play must be arranged through the company HR department and the golf course; Certain dates/times may not be available due to outside events or weather.	9,600
Punch Cards: (All Players)		<i>All punch cards are valid for 12 months from purchase date</i>	
5-Day	240		260
Senior 5-Day	200	Must be 62 years of age at time of purchase	220
7-Day	260		280
(New) Veterans Punch Card		Active and Retired; Must show military ID Good 7-days	220
Golf Cart Rental: (All Players)			
Mon-Sun 9 Holes Per Player	8		
Mon-Sun 18 Holes Per Player	16		
20-Punch Cart Pass (9-Hole)	140		
Pull Cart 9-Hole	2	Proposed rate change is for New Pull Carts	3
Pull Cart 18-Hole	4	Proposed rate change is for New Pull Carts	6
Event Rate:		Not available on Holidays	
1/2 Day Course Rental M-TH		For Groups up to 100 Players who want the course exclusively for their use; no outside play	6,000
Full Day Course Rental M-TH		For Groups Up to 200 Players who want the course exclusively for their use. On course groups at any given time are 100 max.	10,000
1/2 Day Course Rental F, S, S		For Groups up to 100 Players who want the course exclusively for their use; no outside play	6,700



Full Day Course Rental F, S, S	For Groups Up to 200 Players who want the course exclusively for their use. On course groups at any given time are 100 max.	11,000
--------------------------------	---	--------

ALTERNATIVES

Alternatives to the above proposal are:

- 1) Keep pricing and fee offerings without any changes.
- 2) Re-proposes higher rate fees that the market may or may not bare given the flat nature of the golf industry at this time and the nature of Utah consumers.
- 3) Due to inflation and market condition pressures and changes the golf course fee structure will be revisited again in the next budget year.

FISCAL IMPACT

The fiscal impacts of the proposed fee changes are to help combat inflation and the effects it has had and continues to have on the cost of doing business. This proposed fee increase will help offset the impacts of inflation and help Hobbie Creek to better meet its financial goals. Increasing the rates by \$1 per nine holes and \$2 dollars per eighteen holes while introducing new pricing structures for veterans, corporate groups, and events will help provide a more robust product offering for attracting business and generating more revenue. If daily play levels are maintained the impact of the increase in greens fees will help contribute approximately \$41,000 in additional revenue.

Craig Norman
Golf Professional

Attachments



RESOLUTION #2019-XX

A RESOLUTION AMENDING THE COMPREHENSIVE FEE SCHEDULE FOR THE CITY OF SPRINGVILLE TO ESTABLISH 2020 GOLF FEES FOR HOBBLE CREEK GOLF COURSE.

WHEREAS, the Springville City Hobbble Creek Golf Course is one of the premier public golf courses in the State, and continues to be one of the most affordable courses to play; and,

WHEREAS, the Springville City Hobbble Creek Golf Course was approved to collect fees for golf services rendered; and,

WHEREAS, golf rates must be adjusted periodically to meet the demands of increased maintenance, equipment and overhead; and,

WHEREAS, Fee Schedules are set and approved by the City Council; and,

NOW, THEREFORE, be it resolved by the City Council of Springville, Utah as follows:

PART I:

The Finance Director is hereby authorized and directed to amend the Comprehensive Fee Schedule for the City of Springville, Utah as outlined in Schedule A.

PART II:

This resolution shall take effect January 1, 2020, or as allowed by law.

PASSED AND APPROVED this ____ day of ____, 2019.

Richard J. Child, Mayor

Attest:

Kim Crane, City Recorder

RESOLUTION #2019-XX

SCHEDULE A

Comprehensive Fee Schedule (Hobble Creek Golf Course)

	Current Approved Fees	Additional Conditions	Proposed Fee
9 Holes of Play: (All Players)			
Mon -Thurs	14		15
Mon - Thurs Senior	12	Must be 62 years of age	13
Mon - Thurs Junior	9	Under the age of 18	
Fri -Sun, Holidays	15		16
Fri -Sun, Holidays Senior	15		16
Fri -Sun, Holidays Junior	10		
Youth on Course	5	Valid any time M-TH; Valid after 12:00PM F-S & Holidays; Must show/have YOC #	
(New) Veterans Rate		Active and Retired Veterans; Must show military ID; Good 7 Days	13
18 Holes of Play: (All Players)			
Mon -Thurs	28		30
Mon - Thurs Senior	24	Must be 62 years of age	26
Mon - Thurs Junior	18	Under the age of 18	
Sun-Thurs Twilight	22	Played after specified twilight time, typically 2:00 PM but subject to change depending on the time of the year; 18 holes only for the rate; play is up to 18 holes	24
Fri -Sun, Holidays	30		32
Fri -Sun, Holidays Senior	30		32
Fri -Sun, Holidays Junior	20		
Youth on Course	10	Valid any time M-TH; Valid after 12:00PM F-S & Holidays; must show/have YOC #	
(New) Veterans Rate		Active and Retired; Must show military ID; Good 7-days	26
Annual Pass: (All Players)			
5-Day	665	Returning purchases receive \$25 discount	715
7-Day	850	Returning purchases receive \$25 discount	895
Senior 5-Day	635	Returning purchases receive \$25 discount; must be 62 yrs. of age at time of purchase	685
Junior 5-Day	400	Under the age of 18	450
Junior 5-Day Afternoons	275	After 2PM; Under the age of 18	Eliminate

Junior Monthly 5-Day	50		Eliminate
(New) Corporate Annual Pass		Valid season open to close; Pass is valid for one 4-some per day; Valid Monday-Friday only; Not valid on Holidays; Pass Includes golf carts; All play must be arranged through the company HR department and the golf course; Certain dates/times may not be available due to outside events or weather.	9,600
Punch Cards: (All Players)		<i>All punch cards are valid for 12 months from purchase date</i>	
5-Day	240		260
Senior 5-Day	200	Must be 62 years of age at time of purchase	220
7-Day	260		280
(New) Veterans Punch Card		Active and Retired; Must show military ID Good 7-days	220
Golf Cart Rental: (All Players)			
Mon-Sun 9 Holes Per Player	8		
Mon-Sun 18 Holes Per Player	16		
20-Punch Cart Pass (9-Hole)	140		
Pull Cart 9-Hole	2	Proposed rate change is for New Pull Carts	3
Pull Cart 18-Hole	4	Proposed rate change is for New Pull Carts	6
Event Rate:		Not available on Holidays	
1/2 Day Course Rental M-TH		For Groups up to 100 Players who want the course exclusively for their use; no outside play	6,000
Full Day Course Rental M-TH		For Groups Up to 200 Players who want the course exclusively for their use. On course groups at any given time are 100 max.	10,000
1/2 Day Course Rental F, S, S		For Groups up to 100 Players who want the course exclusively for their use; no outside play	6,700
Full Day Course Rental F, S, S		For Groups Up to 200 Players who want the course exclusively for their use. On course groups at any given time are 100 max.	11,000