



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

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

No decisions will be made at this meeting. The public is invited to observe the work session. Public comment generally is not taken during work sessions.

CALL TO ORDER

COUNCIL BUSINESS

1. Calendar

- Apr 27 - Budget Work Meeting 2:00 p.m.
- May 04 - Work/Study Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
- May 11 - Work/Study Meeting 5:30 p.m.

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

- a) Invocation - Councilmember Packard
- b) Pledge of Allegiance - Councilmember Nelson
- c) Consent Agenda
3. Approval of minutes for the March 30, 2021 Special City Council meeting
4. Approval of Surplus Property - Jason Riding, Streets Department Superintendent
5. Approval of a Resolution and indemnification agreement between Springville City and Matt and Amy Bowman - John Penrod, Assistant City Administrator/City Attorney

3. **DISCUSSIONS/PRESENTATIONS**

- a) Financial (Fraud Risk Assessment) Training - Bruce Riddle, Assistant City Administrator/Finance Director
- b) Presentation from Public Safety Dispatch
- c) Ethics Training - John Penrod, Assistant City Administrator/City Attorney

4. **MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

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

The Springville City Council may temporarily recess the meeting and convene in a closed session 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 04/16/2021

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
APRIL 20, 2021 AT 7:00 P.M.
City Council Chambers
110 South Main Street
Springville, Utah 84663

The regular Springville City Council meeting will be broadcast on Zoom, go to <https://www.springville.org/agendas-minutes/> and select the Zoom Meeting link.

Public Comment may be submitted via email, comments will be read in the meeting and entered into the permanent record. Email comments to kcrane@springville.org before 5:00 p.m. day of the meeting.

CALL TO ORDER

INVOCATION

PLEDGE

APPROVAL OF THE MEETING'S AGENDA

MAYOR'S COMMENTS

CEREMONIAL

1. Presentation of the Mayor's Awards - Shannon Acor, Prevention Coordinator/Youth Court Director
2. 2021 Arbor Day Proclamation - Bradley Neel, Building and Grounds Director

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.

3. Approval of minutes for the March 30, 2021 Special City Council meeting
4. Approval of Surplus Property - Jason Riding, Streets Department Superintendent
5. Approval of a Resolution and indemnification agreement between Springville City and Matt and Amy Bowman - John Penrod, Assistant City Administrator/City Attorney

PUBLIC HEARING

6. Public Hearing for consideration of a Resolution and agreement approving the sale of Springville City Property of approximately .09 acres located at approximately 180 South Main Street in Springville, Utah - John Penrod, Assistant City Administrator/City Attorney

REGULAR AGENDA

7. Consideration of a Resolution amending the Business License and Planning Fee Schedules - Josh Yost, Community Development Director

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED - TO BE ANNOUNCED IN MOTION

8. *The Springville City Council may adjourn the regular meeting and convene into a closed session as provided by UCA 52-4-205.*

ADJOURNMENT

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MINUTES OF THE SPECIAL MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY,
MARCH 30, 2021, AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE,
UTAH.

Presiding and Conducting: Mayor Richard J. Child

Elected Officials in Attendance: Liz Crandall
Craig Jensen
Matt Packard
Mike Snelson

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, and City Recorder Kim Crane. Operations Director Patrick Monney, Chief of Police Lance Height, Community Development Director Josh Yost, and Museum of Art Director Rita Wright.

CALL TO ORDER

Mayor Child welcomed everyone and called the meeting to order at 5:30 p.m.

MAYORS COMMENTS

Mayor Child welcomed the Council, staff, and those in attendance. He asked John Penrod, to explain the process of the meeting.

REGULAR AGENDA

1. Interviews and Appointment of vacant City Council seat - Some applicant(s) may be interviewed electronically.

The City Council conducted interviews of each individual whose names were submitted for consideration to fill the midterm municipal office vacancy left by Councilmember Patrick Monney. Each candidate was allowed to provide answers to the following two questions; what do you want us to know about you, and what is your vision for the future of Springville? Each Councilmember was allowed to ask one question each if they desired.

Karen Ellingson - stated she has served in many capacities for the City, Library Board, Active Transportation Committee, Planning Commission, she does it to serve the city. Her family participates in library activities, the recreation center, and trails. She stated Springville should be distinctive. She has seen a lot of change over the last fifteen years. She emphasized the city should maintain its character through growth, there are infrastructure needs, and noted the library was a good example of a community center to last for years to come. She would like to see an all-abilities park, improve trails and active transportation, and economic development.

Councilmember Snelson asked how she felt about citizens' comments about all of the retail tax base going to Spanish Fork and why can't Springville get a retail tax base. Karen replied Springville and Spanish Fork are very different communities, they are each growing at different rates and different ways. There does need to be some outreach to encourage retailers to come to Springville, that is a part of planning for growth and retail.

46 Councilmember Packard asked what was one thing that is the strength of Springville what would
it be? Karen said community, some generations have lived here and new residents who support each
other and local businesses.

48
49 Kristian Kallaker - He thanked the council for their service and stated he was ready to commit and
50 serve the community. He has lived in the city for fifteen years, works in the city, and sees the city growing;
he loves to see the growth. His background is in business and architecture and serves on committees in
52 the city.

53 His vision for Springville is to build on the legacy Springville has, the art city theme is an asset
54 and unique to the west. He wants to see the city thrive, with entrepreneurs. He would like to see the city
use its assets the city stretches from mountains to the lake and have the downtown be the hub.

55 Councilmember Packard asked what is the greatest challenge for downtown. Kristian, it is seen
as a thoroughfare, people are not stopping and walking, we need to create a destination and so people
58 can explore the downtown.

60 David Lyle Wert - Stated he goes by Lyle and has lived here since 2017. He believes he is a new
voice and immigrated to the U.S. years ago. He enjoys serving others and wants to leave his family and
62 community something to be proud of. He has the experience and knows how to make difficult decisions
and reach mutually beneficial compromises.

63 He would like to create and sustain a vibrant and safe community, opportunities remain to improve
active transportation, improve major Thorofare's, and enhance the historic downtown. His priorities are
66 efficient governance, fiscal responsibility, responsible growth, and transparent communication.

67 Councilmember Jensen asked why he chose to live in Springville. Lyle replied he took a job in
68 Provo, drove through Springville and it had a small-town feel and loved the neighborhood.

69 Councilmember Snelson asked how he would resolve a concern in the city. Lyle replied he would
70 identify the problem, research the problem, and talk with citizens. He has read through five years of city
council minutes to get familiar with what has transpired in the city.

71 Councilmember Packard asked what he would do to involve more of the west side of the city. Lyle
he would go door to door on the west side and identify any concerns citizens may have. There is a lot of
74 opportunity for growth on the west side of the city. Would like to maintain the small-town feel and not like
neighboring communities.

75
76 Daniel Glenn Workman - expressed he was a homeowner in Springville for the last eleven years.
78 His educational background is in sociology and business management. He has had a career as a civil
servant and understands the need for accountability and transparency. He is readily engaged with the
80 community, he was involved with the Springville historic city center community plan. He would keep the
protection of citizens and resources at the forefront while representing the city with competence and
82 integrity.

83 He has a desire to improve the city, with careful planning and consensus-building. Development
84 is inevitable the city is landlocked and we have one chance to develop it right. Plans should not be done
hastily to accommodate growth while being functional and sustainable. He felt it important to attract the
86 right businesses. He reviewed the city budget and senses the need for a fire department in the Westfields
and a west Springville satellite library.

87 Councilmember Snelson asked what was the most compelling issue facing Springville. Dan
replied growth, the Allen's block will need to be carefully considered and development of the north end of
90 the city.

92 Councilmember Packard asked how do you blend the city. Dan replied the city plan included ad
hoc committees from each area of the city, look at the results and find consensus, and having a Public
Information Officer for the city and not rely on social media.

94
96 Glenn V. Bird - discussed when his family arrived in Springville, the pioneer spirit of coming
together for the common good. He has served on the Library Board, the Art Board representing Springville
high school, was a US Representative and has spent many hours with youth in tennis.

98 He stated City planning is to create an environment for people to feel safe and happy. Adequate
water, power, and waste treatment are essential. He would like to see Frontrunner come to Springville.

100 Councilmember Snelson asked what did it mean to be a Representative. Glen responded citizens
would feel comfortable coming to him and work to solve a problem.

102 Councilmember Crandall asked if it was important to have the city educate youth on city and
country history. Glen replied, yes it was important, he misses the Springville Herald to spread information.

104 Councilmember Packard asked what the City has lost since incorporation. Glen stated we have
lost some closeness, need to be an open and caring community.

106
108 Brett Nelson - stated he has lived in the city for 30 years, his children have grown up in the city.
He has spent a lot of time traveling and would like to serve the community, to get to know and understand
what it means to live in the community. He has done a lot of collaboration in his professional life, he works
to create something much better. He would like to use those skills to help with the community.

110 He expressed he knows what it feels like to be an outsider from traveling to other countries. We
112 as a community need to be welcoming. We need green space for citizens and infrastructure. Effectively
use the land that meets the needs of the community.

114 Councilmember Jensen asked how collaboration works and keeps everyone happy. Brett replied
listening to others and work to understand the other perspective.

116 Councilmember Crandall asked him to name one thing worth preserving in the community. Brett
the ability to maintain walkability, effective use of land, and maintain parks.

118 Councilmember Snelson asked his strategy if the city received a million dollars. Bret would like
to see it put towards something downtown, a community gathering place possibly a park.

120 Councilmember Packard asked why doesn't Springville have what other cities have. Brett replied
we need to maintain what Springville has, be thoughtful and strategic about what comes to Springville
122 because there is a limited amount of space.

124 Bryan Jerry Smith - stated he was a Red Devil born and raised in Springville, he loves the town,
his family has been a part of the community for six generations. He has the experience and graduated in
126 political science, he worked in the State Senate, he has been in and around state government during his
professional career. He felt it was time for him to get involved in the community.

128 His vision for Springville would be to continue to be its progress is driven by its quality of life.
Careful planning, continue to be family-focused and preserve heritage and history. The government of
130 Springville should continue as it has been, with conservative principles, limited government, fiscal
responsibility.

132 Councilmember Snelson asked what he would like to see done in Plat A. Bryan replied he would
like to see ways to preserve the historic structures, improve the wide streets, walkability, incentivize
134 citizens to not park on the street, sensible policies to help create opportunities.

136 Councilmember Jensen asked what walkable means to him. Brian replied with a sense of safety,
look and feel, careful planning to slow cars down, do it in a way that beautifies the city by responsible
planning.

138 Councilmember Crandall asked what concerns the younger generation. Brian replied do we want
140 Springville to be another city or do we take the opportunity to represent and also be an ambassador for
Springville.

142 Councilmember Packard asked how would you visually see 400 South to maintain the small-town
144 feel? Brian stated keep the small-town feel, preserve the heritage, not just buildings going up, with a feel
you just came somewhere special.

146 Rich Jarman - stated he takes pride in his southern heritage but this is home, he and his family
moved from North Carolina in 2014, and works in the senior living industry

148 His vision for the Allen's block would be something for seniors, an additional park, about growth
Would like to see the development of Utah lake, running out of land, keep a small-town feel.

150 Councilmember Crandall asked what brought him to Springville. Rich replied a job opportunity
and his daughter, who came to Springville, would like to keep the area safe.

152 John Evan Jacobson - Mr. Jacobson was out of state at the time of the meeting and was
interviewed virtually during the meeting.

154 John provided a background of his life and career. He would like to see an emphasis on the arts,
possibly a community arts center.

156 Councilmember Packard asked what has changed the most in Springville. John replied growth
and tract housing in the Westfields, business on the west. Springville still has a small hometown feel,
158 recreation and amenities are appealing.

160 Councilmember Crandall asked about the importance of youth involvement in the community.
John replied he likes to see the youth participate in the youth council, the values in the community, he
recently read the city survey and there are areas where better communication is needed.

162 Councilmember Snelson asked what the three greatest strengths are in Springville. John replied
its citizen's, art city is very unique and the heritage we honor, cherish and build upon. We are blessed
164 with resources, a library, city offices, and others established.

166 Michael Grant Jones - moved to Springville in 2005, he deliberately wanted to move here, for the
small town, culture, and community. He works at bringing people together as a business consultant and
168 wants to help bring the community together. Springville is amazing and unique, with opportunities to bring
businesses, and allow citizens to keep the taxes they pay in Springville, need to do planning carefully,
170 one chance to get it right.

172 Councilmember Snelson expressed downtown needs a boost, what would you do. Michael stated
Art City is a wonderful tool that brings people along with Art City Days. There is a need to drive
engagement and visibility.

174 Councilmember Packard asked what is the best part of Springville. Michael replied our community
sets us apart. Springville has a different feel than other communities he has visited.

176 Sydney Condie - expressed she was raised in Springville and contacts many citizens as a mom
and through volunteer service. She has participated in many recreation activities, PTA president, and
178 served on the RAP Tax ad hoc committee. She is willing to step up to learn and do what needs to be
done. She would like to see an all-abilities park, dog park, rap tax, open communication, and we need to
180 hear voices of new or the marginalized of Springville. Place where voices can be heard and feel
connected.

182 Councilmember Jensen asked how do we communicate a rap tax positively. Sydney replied it
needs to be understandable and citizens need to know what it does.

186 Councilmember Snelson what demographic needs to be representative. Sydney her family is at a
stage where they utilize many amenities Springville has to offer. Different demographics need to be on
the city council.

188 Councilmember Packard what is one business you would like in Springville. Sydney I don't mind
traveling out of Springville for items because I don't like traffic. Springville has a hidden gem in the
190 Westfield's and Industrial Park it brings revenue without crowding our streets, Springville could also
benefit from a restaurant or food source.

192 Councilmember Crandall asked for any ideas to improve upon Springville being a great place for
kids. Sydney replied her family enjoys sports, she asked could the skate park have lights so it can be
194 used at night. Need to see other areas that can be explored and used.

196 Craig Conover - expressed he was a lifelong resident of Springville, currently runs the Daily
Herald, and keeps close tabs on what is going on in the community. He has experience as a city council
198 member and has been a part of the Power Board and Art City Days Committee. He understands the
budget process, he currently has a good working relationship with other city Mayors and is a member of
200 every chamber of commerce in the valley. We need to provide new residents a vision of the community.
Enhance the arts and move forward with an artistic feel in the downtown area.

202 Councilmember Snelson asked what he would do with a million dollars for the city. Craig
expressed he would put it into the Community Park and finish more of the park, possibly an all-abilities
204 park.

Councilmember Packard asked how would you bring different areas of the city closer together.
206 Craig replied volunteerism has been lost and programs, we need to get people involved.

Councilmember Jensen what are your thoughts on a Rap Tax. Craig replied yes, we are missing
208 out on an opportunity, citizens pay for it in other cities, the tax is for anyone who shops in Springville.

Councilmember Crandall asked if there was any project he would be proud of to bring into the city.
210 Craig said he was proud of bringing Zions Bank into the community, he cleaned up south main street and
completed a railroad crossing in the westside of the community.

212 Sarah Irene Clark - stated she has been a Springville resident for 16 years. She is a cosmetology
214 teacher and a political science student. She has volunteered for the Springville Museum of Art and was
a member of the Springville Youth City Council.

216 Her vision we can be competitive with neighboring communities, and make main street youth-
friendly, it needs to be more accessible. More youth need to be aware of opportunities, the city is an
218 affordable place to live, new residents can know the home town feel.

Councilmember Snelson asked what changes should be made to the downtown area. Sarah
220 replied it needs to be walkable, with someplace to go for entertainment and business.

Councilmember Jensen asked what programs are missing for the youth. Sarah replied we need
222 to bring back mock trial, art, and the junior art guild.

Councilmember Crandall asked what she would add to Springville. Sarah expressed the need to
224 bring in a tech college, it would be very valuable to youth before they graduate high school.

Councilmember Packard asked what she would like to see visually on 400 South. Sarah replied
226 the Allen's corner needs to be addressed and have it look more like main street.

228 The council recessed at 7:15 p.m. for a ten-minute break and returned at 7:25 p.m.

230 Logan T. Millsap - stated he was passionate about Springville and was excited about what active
transportation can do for Springville. He was interested in power generation and sewer treatment of the
232 city and what makes it run.

234 He expressed how lucky we are to have the best-managed city, Springville is more than a package
of services. There is a magic that draws people to Springville, he wants Springville to be a place where
236 everyone that wants to live here can. He would like to see fine grained growth, invest in walkability, and
making space.

238 Councilmember Jensen asked what does walkability mean in all areas of the city. Logan replied
it means investing in infrastructure to create walkability and be useful.

240 Councilmember Packard how would we address active transportation for those that are unable.
Logan replied there were many amenities within a short walk.

242 Councilmember Snelson asked him to explain fine grain growth. Logan stated there is a small-
town feel in his neighborhood, although there are many people in fourplexes and homes, removing some
regulations would help.

244 Councilmember Crandall asked what participation is needed to educate others. Logan stated
there are plans for programs for active transportation citizens.

246
248 L. Kay Heaps - expressed he could add value for the short term with his professional skill set as
a retired residential and commercial developer. He works closely with city personnel and other
communities. He understands development and helps differentiate between salesmanship and reality
250 REC1:56

252 His vision would be to think about the past, how the city transformed into the Art City of Utah, and
we need to be responsible stewards to help the city become even better. We need to support existing
businesses, see how to revitalize downtown, and tie into the historical legacy, it needs to be done well
254 and responsibly.

256 Councilmember Jensen what does salesmanship and reality mean. Kay developers are in it to
make money, when it doesn't pencil you can go back and change to what vision is of the city.

258 Councilmember Snelson how do we involve citizens in planning and development. Kay replied
have neighborhood group meetings. It's important for the Council to sit down with developers and resolve
issues and help them understand the city vision.

260 Councilmember Packard asked how to keep the look and feel of Springville heritage. Kay stated
to make sure the city understands what they want to have happen, put together design standards.

262 Councilmember Crandall asked how would his planning experience help with development and
create a cohesive inclusive Springville. Kay look at zoning, have ad hoc committees, if selected today he
264 would like to put his name on the ballot in November and let the city ratify the decision.

266 Deborah Hall - expressed she grew up with public service, has raised her children in Springville,
she volunteers on the parks and recreation board, sign committee, and with schools.

268 Her vision fully supports the mission of Springville, every citizen should have a voice, should be
at least one city councilperson from the west side of the city, that is where the growth is happening.
270 Careful management of growth, transportation corridors, and proactively invite businesses that supports
our city mission.

272 Councilmember Crandall asked how her experience with planning and zoning would help with
developers asking for higher density. Deborah, it's important to have open space it doesn't feel as dense
274 and is critical.

276 Councilmember Snelson how would you deal with a budget. Deborah not simple but essential, to
weigh and recognize because although it costs money it may also be important.

278 Councilmember Packard asked how she would incorporate the city from east to west to become
one community. Deborah replied it matters to the future of Springville.

280 Councilmember Jensen asked her view on density and those citizens that do not like it. Deborah
replied we need to get involved on a broad level. Growth is happening, would love it if her children could
live in Springville and balance with green space.

282
284 Frank R. Young - stated he has been on the city planning commission for ten years and has
enjoyed his service. His children participate in athletics and appreciate that Springville has a sense of
community. He expressed we need to be able to provide housing for those that want to stay in Springville.
286 Springville is becoming a four-section town, we need to plan, and look at a form-based code and planning
to provide the look and density.

288 Councilmember Packard asked what the greatest risk is in the next five years. Frank replied not
having a code with a little bit of teeth to have what we want to see.

290 Councilmember Jensen asked how do we incorporate walkability. Frank stated we need to have
destinations, and trails need to connect east to west.

292 Councilmember Snelson asked his thoughts about complaints of tax base going to Spanish Fork.
Frank replied he helped with economic planning for Vineyard. We don't need to apologize for who we are
294 and people will go where they need to go.

296 Councilmember Crandall asked what makes you and your family want to stay in Springville. Frank
replied Art City Days.

298 FIRST VOTE: Required the City Council to limit the number of applicants to two individuals having
the highest number of votes after the first vote. Each member of the City council, excluding the mayor,
300 individually ranked the top three (3) candidates on a ballot. The Council ranked their highest candidate
with three points, their second-ranked candidate with two points, and their lowest of the top three
302 candidates with one point. John Penrod, Assistant City Administrator/City Attorney, and Bruce Riddle
Assistant City Administrator/Finance Director tallied the ballots.

304
306 Mayor Child announced the two names, Brett Nelson and Deborah Hall

308 MAYOR CHILD CALLED FOR A ROLL CALL VOTE, BY EACH COUNCILMEMBER STATING
THE NAME VOTED INTO THE SECOND ROUND OF VOTING. THE VOTE WAS RECORDED AS
310 FOLLOWS:

312 COUNCILMEMBER CRANDALL	Deborah Hall
COUNCILMEMBER JENSEN	Brett Nelson
COUNCILMEMBER PACKARD	Deborah Hall
314 COUNCILMEMBER SNELSON	Brett Nelson

316 MAYOR CHILD VOTED TO BREAK THE TIE AND VOTED BRETT NELSON

318 Mayor Child explained there were many candidates that would serve the city well, he stated with
the short term of this seat it does help to have someone who has experience on the council.

320 The council will swear in Brett Nelson at their next council meeting on April 06, 2021.

322 The Council recessed for 10 minutes at 8:10 pm. and returned at 8:20 p.m.

324 **2. Discussion about city planning.**

326 Councilmember Packard asked to review city zoning and those areas that need a review to have
a committee review them. Mayor Child and Councilmember Packard will bring back information to the
council for a committee and proposal and have the council approve.

328 Councilmember Jensen asked if that was something the Planning Commission should review or
have Director Yost do the review.

330 Attorney Penrod asked if it was for short-term planning or long-term. Councilmember Packard
suggested reviewing zones that are what we want. His concern was consultants were a year out.

332 councilmember Crandall stated she felt it could be done during council meetings. The council
should be able to discuss it together.

334 Councilmember Packard expressed some areas are changing.

336 Administrator Fitzgerald explained the process of creating a committee and the requirements,
once they give a recommendation it will go to the Planning Commission and then to the City Council for
approval, he explained it would take a significant amount of time to process.

338 Mayor Child stated changes in zoning could create issues for current property owners.

340 Administrator Fitzgerald said staff needs to know where and what the concerns are so they can
address them. Council has the authority to address zoning as requests for changes come up. He asked
what level of detail the council wanted.

342 Councilmember Crandall questioned legislature changes and zoning rights. Fitzgerald said staff
would need to look at any changes in state code that needs to be changed in city code.

344

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

346 Mayor Child asked if there were any comments. Director Wright reported some council members
received letters regarding the Museum's Russian collection.

348

CLOSED SESSION

350 3. *The Springville City Council may temporarily recess the regular meeting and convene in a closed
session as provided by UCA 52-4-205.*

352 There was none

ADJOURNMENT

354 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE REGULAR MEETING AT 8:50 P.M.

356 COUNCILMEMBER SNELSON SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

358

360 *This document constitutes the official minutes for the Springville City Council Special Meeting held on Tuesday, March 30, 2021*
362 *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,
March 30, 2021.

364

DATE APPROVED: _____

366

Kim Crane, CMC
City Recorder

368



STAFF REPORT

DATE: April 14, 2021
TO: Honorable Mayor and City Council
FROM: Bradley Neel, Buildings and Grounds Director
SUBJECT: CONSIDERATION OF APPROVING ARBOR DAY PROCLAMATION FOR 2021

RECOMMENDED MOTION

No recommended action required but only a declaration of which staff asks for approval.

BACKGROUND

This proclamation is a tradition the City has done for the past several years. The celebration will not be performed at an Elementary School on Friday, April 30, 2021 in order to comply with COVID-19 guidance from the Utah Division of Forestry, Fire & State Lands. We will schedule this activity/celebration for Arbor Day 2022.

The Arbor Day Foundation is also waiving the requirement to hold an Arbor Day celebration as we have in years past. This celebration normally begins with a program for the entire school, after which we plant three trees with 5th and 6th grade students selected by administration at the school.

Please note this will not affect our 42-year Tree City USA status.

ALTERNATIVES

N/A

FISCAL IMPACT

No impact in 2021 due to COVID-19 policies and directives. Arbor Day will only be recognized this year and will not be celebrated to honor social distancing directives.



- Whereas,* in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,* the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,* Arbor Day is now observed throughout the nation and the world, and
- Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife, and
- Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and
- Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal,

*Now, Therefore, I, Richard J. Child, Mayor of the City of Springville, do hereby proclaim
April 30, 2021 as*

Arbor Day

In the City of Springville, and I urge all citizens to celebrate Arbor Day, while following COVID-19 policies and directives, and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this 20th day of April, 2021

Mayor

Attest:

City Recorder



STAFF REPORT

DATE: April 1, 2021
TO: Honorable Mayor and City Council
FROM: Jason Riding, Streets Department Superintendent
SUBJECT: APPROVAL OF SURPLUS VEHICLE

RECOMMENDED MOTION

Motion declaring the Vehicle listed on the attached Surplus Property Form to be surplus property and authorize its surplus sale, according to the Springville City Surplus Property Policy.

SUMMARY OF ISSUES/FOCUS OF ACTION

From time to time as vehicles, equipment and other material property of the city reach the end of their useful lives. The vehicle is removed from service and disposed of according to the Surplus Property Policy. The Surplus Policy requires City Council approval for items with an estimated salvage value over \$5,000.

BACKGROUND

The item in the attached Surplus Property Form, a 2013 American-Lafrance Garbage truck has been replaced as part of the vehicle replacement process after meeting its useful service life.

DISCUSSION

The Truck had been evaluated by the Central Shop for replacement and recommended by the Vehicle Committee for replacement according to replacement policies and according to city surplus procedures, and as approved in the budget. The vehicle has been removed from service and at this time is ready to be disposed of through a public auction site.

ALTERNATIVES

There are none that meet the replacement and surplus policies.

FISCAL IMPACT

Proceeds from the trade in of the surplus equipment will be credited to the Solid Waste Department's Vehicle and Equipment Reserve Fund

Attachments: Surplus Property Form with vehicle picture





**Springville City
Surplus Property Form**

This form is to be used to notify the City Administrator whenever there is a permanent change in the location of City-owned personal property or whenever an item is lost, stolen, or proposed to be placed on the surplus property list for disposal.

Date 03/25/2021	Department SOLID WASTE	Contact JASON RIDING	Phone 420-5242
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Items to be Transferred to Surplus Property List

	Qty.	Description	Condition	Tag #	Location	Estimated Value	Proposed Method of Disposal (e.g. auction, scrap, etc.)
1	1	2013 CONDOR	FAIR	381	WHPP	\$10,000.00	AUCTION
2				381			
3							
4							
5							
6							
7							
8							

Authorizations

Department Director Signature 		City Administrator Signature 		Mayor Signature (Items over \$5,000)	
Printed Name	Date	Printed Name	Date	Printed Name	Date
			3/30/21		



STAFF REPORT

DATE: April 16, 2021
TO: Honorable Mayor and City Council
FROM: John Penrod, City Attorney
SUBJECT: CONSIDERATION OF AN INDEMNIFICATION AGREEMENT BETWEEN THE BOWMANS AND SPRINGVILLE CITY.

RECOMMENDED MOTIONS

Motion to approve Resolution No. ____ that approves an indemnification agreement between Springville City and Matt and Amy Bowman as required by the City's ordinances for the Bowman's to construct a private bridge across Hobble Creek.

BACKGROUND

Section 11-6-130 of the Springville City Code requires a property owner wanting to build a private bridge to sign a hold harmless and indemnification agreement that indemnifies the City from any and all claims, and that is acceptable to the City. The proposed agreement is an indemnification agreement to meet the City's ordinances.

Here's a brief summary of some of the provisions of the agreement:

- Flood Damage. The owners acknowledge that a private bridge could cause flood damage to the owner's and third parties' properties and persons.
- Indemnification. The owners are required to defend the City from any claims arising from or related to the bridge, any bodily injury or property damage to the Bowman's or third parties related to the bridge, failure to maintain the bridge or any damage to any property associated with the bridge.
- Termination. The agreement will terminate should the bridge be permanently removed.

FISCAL IMPACT

None.

Attachments: Proposed Resolution with Agreement

RESOLUTION #2021-XX

A RESOLUTION APPROVING AN INDEMNIFICATION AGREEMENT BETWEEN SPRINGVILLE CITY AND MATT AND AMY BOWMAN THAT REQUIRES THE BOWMANS TO INDEMNIFY THE CITY RELATED TO ANY DAMAGES THAT THEIR PRIVATE BRIDGE MAY CAUSE.

WHEREAS, Springville City's ordinances require a property owner to enter into an indemnification agreement with the City, that is approved by the City, in order to construct a private bridge; and

WHEREAS, the attached agreement is an indemnification agreement that the City Council has considered in an open meeting and finds that it meets the City's ordinances and is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGVILLE CITY COUNCIL:

SECTION 1. Agreement Approval. The Indemnification, substantially in the form attached as Exhibit A, is approved and shall be executed by Springville City.

SECTION 2. Effective Date. This resolution shall become effective immediately upon passage.

PASSED AND APPROVED this ____ day of April 2021.

Richard J. Child, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A

When Recorded Mail to:

Springville City
110 South Main Street
Springville, Utah 84663

INDEMNIFICATION AGREEMENT

This Agreement is entered this ____ day of _____, 2021, by and between, **Matthew Lawrence Bowman and Amy Joy Bowman**, married individuals, with an address of 2120 East Pebble Creek Dr., Springville, UT 84663 (the "Bowmans"); and **Matthew Lawrence Bowman and Amy Joy Bowman, as Trustees of The Hobble Creek Trust, dated May 23, 2019**, a Utah Domestic Asset Protection Trust of 2120 E. Pebble Creek Dr., Springville, UT 84663 (the "Trustees"); and **Springville City**, a Utah municipal corporation ("City"). The Bowmans and the Trustees are collectively hereinafter referred to as "Owner." Owner and City may also be individually referred to as "**Party**" and collectively as "**Parties**."

BACKGROUND

- A. Owner owns property located at 2120 East Pebble Creek Dr., Springville, UT 84663, with parcel number 41:923:0074 (the "Property"). A copy of the legal description of the property is attached hereto as Exhibit A.
- B. In accordance with Section 11-6-130(6) of the Springville City Code, Owner desires to construct a private bridge across Hobble Creek; a copy of the location of the bridge is attached as Exhibit B (the "Bridge").
- C. Before commencing the construction of the Bridge, Section 11-6-130(6) requires Owner to enter into an agreement wherein Owner agrees to hold harmless and indemnify City for any and all claims and damages associated with having the Bridge.
- D. Parties now desire to enter into this Agreement in order to meet the hold harmless and indemnification requirements of Section 11-6-130(6) of the Springville City Code.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Owner and City agree to the following:

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. **Purpose.** The purpose of this Agreement is to set forth the hold harmless and indemnification requirements of the Springville City Code for Owner to construct and maintain the Bridge.

3. **Flood Damage.** Owner acknowledges that the Bridge could be responsible for, a cause of or related to flooding and flood damage to the Owner's and third parties' persons, properties and structures.

4. **Indemnification.** To the fullest extent permitted by law, Owner shall indemnify, release and defend, with counsel of City's choice, the City and hold City and its officials, employees, officers, departments, divisions, agents, and affiliated people and entities and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "Claims", or a "Claim") arising from or relating to (i) the Bridge, (ii) any bodily injury or illness, or property damage, structural damage to Owner or any third party caused by or related to the Bridge; (iii) damage to any property improvements, accidents, other casualty or other damages related to or in any way involving the Bridge, (iv) the failure of Owner to maintain the Bridge in a safe and operable condition, (v) any breach by Owner of its obligations under this Agreement or any other regulations, laws and rules related to the Bridge, and (vi) any lawful enforcement by City of any provision of this Agreement against Owner. The indemnity provided by Owner in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

5. **Binding Effect.** This Agreement and the terms and conditions of this Agreement shall permanently run with the land so long as the Bridge remains on the Property and shall both bind and inure to the benefit of City, Owner, all future owners of the Property and their heirs, successors-in-title and assigns in and to the Property. This Agreement shall be recorded in the Utah County Recorder's Office.

6. **Effect of Transfer of Property or Removal of Bridge.** Pursuant to Sections 11-6-130(6)(c)(xi)(E) and 11-6-130(6)(c)(xiv) of the Springville City Code, the Owner shall, at its own expense, remove the Bridge upon a change in ownership of the Property. The Owner may, in its sole and absolute discretion, and at its own expense, remove the Bridge at any time and for any reason. The terms and conditions of this Agreement shall terminate upon the Owner's removal of the Bridge and, upon the Owner's removal of the Bridge, Owner may notify City in writing, and upon receiving such notification, the City shall execute and deliver to the Owner an original release and termination of this Agreement, which the Owner may record in the official records of the Utah County Recorder. Once the Bridge is removed, the Owner or the Owner's successors or assigns may only install a new bridge if the City's ordinances allows for a new bridge and all requirements are met of the then current City ordinances.

7. **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 reasonable attorney's fees and costs from the breaching Party or Parties.

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

Modifications: This Agreement shall not be amended or modified except by written document signed by all Parties.

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.

Section Headings: The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

SPRINGVILLE CITY

By: _____
Richard J. Child, Mayor

Attest:

CITY RECORDER

MATTHEW LAWERENCE BOWMAN, on behalf of himself and as Trustee of The Hobble Creek Trust, dated May 23, 2019, a Utah Domestic Asset Protection Trust of 2120 E. Pebble Creek Dr., Springville, UT 84663.

By: _____

AMY JOY BOWMAN, on behalf of herself and as Trustee of The Hobble Creek Trust, dated May 23, 2019, a Utah Domestic Asset Protection Trust of 2120 E. Pebble Creek Dr., Springville, UT 84663.

By: _____

STATE OF UTAH)

COUNTY OF UTAH)

On this ___ day of _____, 2021, before me personally appeared Richard J. Child, known to me to be the person who executed this Agreement on behalf of Springville City and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

STATE OF UTAH)

COUNTY OF UTAH)

On this ___ day of _____, 2021, before me personally appeared Matthew Lawrence Bowman, known to me to be the person who executed this Agreement and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

STATE OF UTAH)

COUNTY OF UTAH)

On this ___ day of _____, 2021, before me personally appeared Amy Joy Bowman, known to me to be the person who executed this Agreement and acknowledged to me that she executed the same for the purposes therein stated.

DRAFT



STAFF REPORT

DATE: April 15, 2021

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE SALE OF APPROXIMATELY 0.09 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 180 SOUTH MAIN STREET TO GWC CAPITAL, LLC.

RECOMMENDED MOTIONS

Motion to approve Resolution No. ____ that approves a property purchase agreement wherein the City will sell approximately 0.09 acres of property to GWC Capital, LLC.

BACKGROUND

GWC Capital, LLC (a company associated with the Clyde Companies) has recently approached Springville City wanting to purchase from the City the parcel of property that is located on Springville's Main Street between Funfinity and Dr. Christopher's Herb Shop. The parcel of property is approximately 0.09 acres and has been used for parking. GWC Capital, LLC wants to construct a building that is compatible and sensitive to the design and materials of Springville's historic downtown.

Here is a brief description of some of the proposed agreement provisions:

- Property. The property to be sold totals approximately 0.09 acres.
- Purchase Price. Purchase price is \$80,000, which meets the appraised amount.
- Due Diligence. The Buyer will have 60-days to perform due diligence on the property.
- Closing. Closing will occur within 210 days of the effective date of the agreement. The parties will have 120 days after the due diligence period to mutually agree to a design of the future building. Once the parties mutually agree to a design, the parties will have up to 30 days to close on the property.

- Building Design. The parties will work together in good faith to develop a building design that has uses and an elevation that are compatible and sensitive to the design and materials of Springville's historic downtown Main Street. Once the design is agreed to by the parties, the parties are required to enter into a development agreement that ensures that the building will be built according to the design.

FISCAL IMPACT

The City will receive \$80,000 for the property.

Attachments: Proposed Resolution with Agreement

RESOLUTION #2021-XX

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN SPRINGVILLE CITY AND GWC CAPITAL, LLC, WHEREIN THE CITY WILL SELL APPROXIMATELY 0.09 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 180 SOUTH MAIN STREET TO GWC CAPITAL, LLC.

WHEREAS, Springville City owns approximately 0.09 acres of property located at approximately 180 South Main Street in Springville (the "Property"); and

WHEREAS, the attached agreement is a purchase and sale agreement between the City and GWC Capital, LLC, wherein the City will sell the Property to GWC Capital for the purchase price of \$80,000.00; and

WHEREAS, as part of the agreement, the parties will work together to develop a building design that is compatible and sensitive to the uses and design of Springville's historic downtown area; and

WHEREAS, after considering this matter in an open meeting on April 20, 2021, the Springville City Council finds that the proposed purchase and sale agreement is in harmony and consistent with the City's general plan, will benefit the City, is in the public interest, and complies with the law.

NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGVILLE CITY COUNCIL:

SECTION 1. Agreement Approval. The Purchase and Sale Agreement, substantially in the form attached as Exhibit A, is approved and shall be executed by Springville City. The City Engineer, or his designee, may review, amend and add any necessary exhibits, including legal descriptions. The City Attorney may approve minor revisions to the agreement.

SECTION 2. Effective Date. This resolution shall become effective immediately upon passage.

PASSED AND APPROVED this ____ day of April 2021.

Richard J. Child, Mayor

Attest:

Kim Crane, City Recorder

EXHIBIT A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2021 (the “**Effective Date**”), by and between SPRINGVILLE CITY, a Utah municipal corporation (“**Seller**”), and _____, a Utah corporation (“**Buyer**”).

RECITALS

A. Seller is the owner of approximately 0.09 acres of real property located in Springville City, Utah, which property is legally described on Exhibit A and depicted on Exhibit B attached hereto (the “**Real Property**”).

B. Buyer desires to purchase the Real Property from Seller to construct a building on Springville Main Street.

C. Seller is willing to sell the Real Property to Buyer upon the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Real Property and all improvements and structures affixed to and appurtenant to the land, including, without limitation, fixtures and structures (collectively, the “**Real Property**”), together with: (i) all easements, rights-of-way, and rights of access appurtenant to the Real Property, and (ii) all appurtenances, permits, licenses, and other rights related to the Real Property (collectively, the “**Property**”).

2. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property shall be Eighty Thousand Dollars (\$80,000.00) (the “**Purchase Price**”).

3. **Due Diligence Period.** Buyer shall have until 5:00 p.m. Mountain Standard Time on the date which is 60 days from the Effective Date to perform due diligence on the Property (the “**Due Diligence Period**”).

3.1. **Due Diligence.** During the Due Diligence Period, Buyer may perform (at Buyer’s expense) due diligence on the Property, including, without limitation, review of the Seller Disclosures (defined in Section 3.3), investigation of title, survey, and soils, and perform any non-invasive necessary tests and reports regarding the condition of the Property (the “**Due Diligence**”).

3.2. **License; Indemnity.** Seller hereby grants to Buyer and Buyer’s employees, contractors and agents, upon reasonable notice, a nonexclusive revocable license to enter upon the Property, at Buyer’s sole risk, to conduct Buyer’s Due Diligence during the Due Diligence Period. Buyer will immediately repair any damage to the Property resulting from such entry upon, or testing or inspection of, the Property. To the fullest extent permitted by applicable law, Buyer shall indemnify, defend, save and hold Seller harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and

liabilities of any and all kinds whatsoever (including, without limitation, reasonable attorneys' fees and costs) (the "Claims") to the extent caused by the acts or omissions of Buyer and its employees, contractors, subcontractors and agents during and in connection with Buyer's Due Diligence except to the extent such Claims are caused by or resulting from: (a) any acts or omissions of Seller; (b) Seller's negligence; and/or (c) any pre-existing, dangerous, illegal, or defective condition at the Property. In no event shall Buyer have the right to conduct or permit any intrusive or invasive physical testing on the Property without the additional prior written consent of Seller, which consent may be withheld in Seller's sole discretion, except that Buyer shall have the right to conduct a reasonable geotechnical soils analysis including reasonable borings related thereto without Seller's consent. At Seller's option, Seller or its representatives may be present for any such inspection, test or study. Buyer shall bear the cost of all inspections, tests and studies and shall promptly restore any damage or displacements caused by physical testing.

3.3. Seller Disclosures. On or before ten (10) days following the Effective Date, Seller shall deliver to Buyer: (i) copies of any existing surveys of the Real Property in Seller's possession, (ii) copies of all leases, drawings, plans, studies, appraisals, records, reports, tests, and other documents relating to the Property in Seller's possession, (iii) any and all disclosures required to be made by Seller pursuant to any applicable laws, and (iv) other information regarding the Property reasonably requested by Buyer that is in Seller's possession (collectively, the "**Seller Disclosures**"). Buyer's reliance on, and/or use of, any such Seller Disclosures shall be at Buyer's sole risk. Buyer agrees that Buyer will perform its own due diligence review of the Property to understand the physical and other conditions related to the Property. Buyer will be responsible for the costs associated with procuring any additional surveys, reports or other materials Buyer deems necessary to complete its Due Diligence that are not otherwise required to be provided by Seller as set forth in this Section 3.3.

3.4. Title Policy. Seller shall, within ten (10) days following the Effective Date, furnish to Buyer a commitment for title insurance (the "**Title Report**"). During the Due Diligence Period, the parties will work together to agree upon the title exceptions in the Title Report that will remain in the final title policy (an extended coverage ALTA owner's title insurance policy - 2006 form) (the "**Title Policy**") at the Closing; provided that Buyer shall pay the additional premium for the extended coverage in accordance with Section 5.2. Matters affecting title to the Property contained in the Title Report which are not otherwise objected to by Buyer during the Due Diligence Period shall constitute the "**Permitted Exceptions**." Notwithstanding, all taxes and assessments against the Property which are not yet due and payable shall be Permitted Exceptions. It shall be a condition of closing to Buyer's benefit that on and before the Closing the title company (and its underwriter) shall commit to issue the Title Policy to Buyer at the Closing, subject only to the Permitted Exceptions. Seller agrees to provide to the title company such customary affidavits and other documents as the title company may reasonably require.

3.5. Survey. During the Due Diligence Period, Buyer may, at Buyer's expense, obtain a survey of the Property by either updating the survey provided by Seller (if any), or causing to be prepared a new survey for the Property. The most recent survey for the Property, whether such survey is a new or updated survey prepared for the benefit of or commissioned by Buyer, or any previous survey provided by Seller, shall be referred to herein as the "**Survey**."

3.6. Termination. In the event, in Buyer's sole judgment and discretion, that the Property is not suitable to Buyer, or, if during the Due Diligence Period, Buyer for any reason (or no reason at all) decides not to purchase the Property, Buyer shall have the right to deliver a written termination notice to Seller on or before the expiration of the Due Diligence Period, and, in the event of such termination, neither Buyer nor Seller shall have any further

right, liability, duty or obligation under this Agreement, except for agreements or covenants that specifically survive termination. In the event that Buyer fails to deliver written notice to Seller on or prior to the expiration of the Due Diligence Period of Buyer's approval of the Property (which notice shall constitute Buyer's waiver of the right to terminate this Agreement on or prior to the expiration of the Due Diligence Period), then Buyer (i) shall be deemed (a) to have elected to terminate this Agreement in accordance with this Section 3.6.

4. **Seller Representations and Warranties.** Seller, to Seller's Knowledge, represents and warrants to Buyer as follows:

4.1. **Authority.** The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate the organizational of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by Seller and the appropriate and necessary action has been taken on the part of Seller.

4.2. **Condemnation; Eminent Domain.** There are no condemnation, eminent domain, or similar proceedings affecting any of the Property.

4.3. **Liens.** Seller is not aware of any claims of any mechanics, laborers, or persons furnishing materials to the Property.

4.4. **Actions.** Seller is not aware of any actions, suits, judgments, claims, bankruptcy proceedings, or other matters pending or threatened against or affecting Seller or the Property, at law or at equity, before or by any person or entity, which would affect in any way Seller's title to or usage of the Property or any part thereof.

4.5. **Due Diligence Materials.** Seller has or will deliver or make available to Buyer complete copies of all the Due Diligence Materials to the extent in Seller's possession or under Seller's control with regard to the Property

4.6. The Property has not been assigned or conveyed to any party. Seller has the right to convey the Property pursuant to the terms of this Agreement.

4.7. **Violations.** Seller has not received written notice of any, and there are no violations of any laws, similar rules and regulations relating and/or applicable to the ownership, use, and operation of the Property as it is now operated, and/or other licenses or permits, which remain uncured.

5. **Closing.**

5.1. **Closing Documents.** Closing of the transaction set forth in this Agreement (the "**Closing**") shall occur within 30 days of Buyer and Seller entering into the Development Agreement, as described and required in Section 7 (the "**Closing Date**"). At the Closing, Buyer shall deliver to the title company the Purchase Price, and any documents or instruments reasonably necessary or appropriate, consistent with this Agreement, as may be required by title company. At the Closing, Seller shall deliver to title company: (i) a Special Warranty Deed granting the Property to Buyer (the "**Deed**"); (ii) a Non-Foreign Person Affidavit acceptable to the

title company; and (iii) any other documents or instruments reasonably necessary or appropriate, consistent with this Agreement, as may be required by Buyer or the title company.

5.2. Closing Costs and Fees. At the Closing, title company shall prepare, and each of Buyer and Seller shall execute, a settlement statement. On the settlement statement, (i) all real property taxes and assessments accrued for the current year shall be prorated between the parties; (ii) Seller shall pay the cost of the Title Policy (except Buyer shall pay for any extended coverage and endorsements), and (iii) all other customary credits, debits and charges, including fees owed to the title company, shall be paid 50% by each party unless otherwise agreed in this Agreement.

5.3. Closing. Upon receipt of all cash and documents required by this Agreement, the title company shall obtain authorization from both Seller and Buyer to close, and shall thereafter proceed to close by recording the Deed and delivering the Purchase Price to Seller, and otherwise handling all matters necessary to close this transaction. Seller shall deliver possession of the Property to Buyer immediately on the Closing.

6. "AS IS" Purchase.

6.1. Disclaimer. Except as expressly set forth in Section 4 above, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property or any portion thereof. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of hazardous materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Real Property; or (vi) the fitness of the Property for any particular purpose (including without limitation the current use thereof).

6.2. Acceptance. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS, THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4 AND DOCUMENTS SIGNED BY SELLER AT THE CLOSING, THE PROPERTY SHALL BE SOLD AND BUYER SHALL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY ON THE CLOSING DATE "**AS IS, WHERE IS, WITH ALL FAULTS**" WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN SECTION 4, SUCH SALE SHALL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

6.3. General Release. As of the Closing Date, and except with respect to the representations and warranties identified in Section 4 and set forth in documents signed by Seller at the Closing, Buyer, on behalf of itself and its successors, assigns and representatives, does hereby release Seller and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of

the foregoing from any and all claims, actions, causes of action, demands, liabilities, claims of contribution, damages, costs, expenses, or compensation whatsoever, including attorney's fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyer may have on the Closing Date or which may arise in the future on account of or in any way arising out of or connected with the Property and/or this Agreement. Buyer understands the significance of executing this Agreement and the general release of claims set forth above.

7. **Building Design.** Buyer agrees and acknowledges that the sale of the Property is conditioned upon Seller agreeing with the use and elevation of the building Buyer plans to construct on the Property. Buyer and Seller shall work together to develop a building elevation that is mutually acceptable to both parties. The building use and elevation shall be compatible and sensitive to the design and materials of Springville's historic downtown Main Street. After Buyer and Seller agree to the building elevation and design, the parties shall enter into a development agreement (the "Development Agreement") that will be recorded against the property to guarantee that the agreed upon design and elevation of the building is constructed on the Property. Closing on the Property shall be within 30 days of the Development Agreement being executed by both parties. Notwithstanding anything to the contrary herein, if, after good faith negotiations, the parties are unable to mutually agree upon the terms of the Development Agreement within 120 days following the expiration of the Due Diligence Period, then either party may elect to terminate this Agreement by giving written notice to the other party, in which case the parties shall have no further liability hereunder (except with respect to those obligations hereunder which survive the termination of this Agreement). The parties agree that the Development Agreement may be recorded in the Utah County Recorder's Office as part of or after the Closing.

8. **Risk of Loss.** All risk of loss and destruction of the Property and improvements, and all Property expenses and insurance, shall be borne by Seller until the Closing. If any condemnation proceedings are brought or threatened respecting any portion of the Property or any damage or destruction of all or a portion of the Property occurs between the Effective Date and the Closing, Seller shall immediately notify Buyer, which notice shall specify the type and extent of such condemnation or damage. Within fifteen (15) days after receipt of such notice, Buyer shall have the option to either (i) terminate this Agreement upon written notice to Seller, or (ii) proceed to close the transaction contemplated by this Agreement, in which case Buyer shall be entitled to receive and Seller shall assign to Buyer, all of the condemnation awards, damages, and proceeds resulting from such condemnation, and/or all insurance proceeds resulting from any damage.

9. **Default.** If either Seller or Buyer shall default in its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default and thirty (30) days in which to cure such default. If such default is not cured within such thirty (30) day period, thereafter the non-defaulting party shall have the remedies set forth in Section 10 below. Notwithstanding the foregoing, all time periods set forth herein in which Seller must satisfy any condition, perform any act, or otherwise complete any task are not subject to any cure period.

10. **Remedies.**

10.1. If Buyer shall default in the observance or performance of Buyer's obligations under this Agreement and the Closing does not occur as a result thereof (a "Buyer Default"), Seller's sole and exclusive remedy shall be to recover the sum of five thousand dollars (\$5,000) as liquidated damages for Buyer's Default. Upon payment of the liquidated damages, this Agreement shall be terminated, and the parties shall be released from further

liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A BUYER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A BUYER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

10.2. If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "Seller Default"), Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Seller shall reimburse Purchaser for Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement), whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that if Purchaser prevails thereunder, Seller. The term "Purchaser's Costs" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser for: (i) title examination, survey, and municipal searches, including the issuance of Purchaser's Title Commitment and any continuation thereof, without issuance of a title insurance policy; and (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property.

11. **Brokerage Commissions.** The parties agree that no brokers, agents or finders have been involved in this transaction and each party hereby agrees to indemnify and hold the other completely free and harmless from any and all liability based upon claims from brokers, agents, finders or others claiming through or under the indemnifying party.

12. **Notices.** Except as otherwise required by law, any notice, demand, or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, facsimile, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing) and to title company if required by this Agreement:

SELLER: Springville City
Attn: Troy Fitzgerald
110 South Main Street
Springville, Utah 84663
Phone: 801-489-2700

BUYER:

TITLE COMPANY:

13. **Successors and Assigns.** All the terms and provisions of this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, successors, personal representatives and assigns. This Agreement may not be assigned by Buyer.

14. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement (including all attached exhibits) constitutes the entire agreement of the parties. All prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. Buyer and Seller acknowledge that Buyer is a government entity subject to the Utah Government Records Access and Management Act, which act may require Buyer to disclose this Agreement and information about this transaction to the public. If either party brings or commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees from the other party. Time is of the essence of this Agreement. If any deadline falls on a Saturday, Sunday or nationally recognized holiday, the deadline shall be the next business day. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provision hereof. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

[Signatures to Follow]

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

SELLER:

CITY OF SPRINGVILLE,
a Utah municipal corporation

BUYER:

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

Attest:

By: _____
Kim Crane, City Recorder

DRAFT

Exhibit A

LEGAL DESCRIPTION OF THE REAL PROPERTY

Real property located in Utah County, Utah, described as follows:

DRAFT

Exhibit B

DEPICTION OF REAL PROPERTY

DRAFT



STAFF REPORT

DATE: February 22, 2021
TO: Honorable Mayor and City Council
FROM: Josh Yost
SUBJECT: Fee Schedule Revisions

RECOMMENDED MOTION

Motion to adopt revisions to the Business Licensing and Planning and Zoning Fee Schedules

SUMMARY OF ISSUES/FOCUS OF ACTION

The focus of this action is to revise the fee schedule to accurately reflect the cost of providing services in the Community Development Department.

BACKGROUND

The Business License fees have not been updated for many years. The existing fee schedule does not accurately reflect our operations or the cost of providing these services. The analysis to determine the proposed fees was not complete in December when the entire fee schedule was revised. This analysis is now complete and presented for adoption.

Two new application types have been added to the Springville Code that need to be listed in the Planning and Zoning fee schedule. These are a Short Term Rental Permit and an Accessory Dwelling Unit Zoning Certificate.

DISCUSSION

Business Licensing

Each business license fee was analyzed to determine the 100% cost to the city of providing the related service. This analysis consisted of four steps. First, each step or process of each fee service was documented. Second, work time was listed for each employee who interfaces with the process. Third, the average fully burdened hourly cost for each employee was calculated and multiplied by the hours allocated in each process. Fourth, the total cost for all employees involved in the process was then multiplied by an overhead factor of 10% to yield a 100% cost of providing the service.

Staff chose to analyze the fees for new business licenses and renewals separately due to the substantial difference in staff time required. Previously there has been only one fee covering either a new license or a renewal. This yielded the biggest discovery from the analysis. For a standard business license, only 35% of the cost of issuing that license was being covered by the application fee, but for a standard license renewal, the fee was 284% of the city's cost.

Based on this analysis, staff recommends raising the fee for a new standard business license from \$80 to \$230 and reducing the fee for a renewal from \$80 to \$30. This will increase the cost for new business licenses by 188%, but will reduce the cost for existing business to renew their licenses by 63%. Although this increase exceeds the general maximum increase of 20%, staff contends that the increase is justified

by the fact that it decreases costs to existing business and eliminates the high subsidy they were paying to cover the costs of new license applications.

The proposed fee revisions would reduce overall projected business licensing revenue by \$30,407. This would decrease revenue from \$93,905 in FY 2020 to \$63,498 for a fiscal year with similar permit numbers. This decrease is due almost entirely to a decrease of \$23,700 in revenue for standard license renewals and \$16,060 for industrial business license renewals. These decreases are offset by a \$9,900 increase in new standard licenses.

The current 100% cost of providing the numbers of permits issued in fiscal 2020 is estimated as \$53,541 and the projected revenue from the proposed fees is \$51,527. The difference between cost and revenue can be primarily attributed to the calculated cost of \$15,524 assigned to police for responses to retail thefts at large retail businesses. Removing the Public Safety costs reduces the overall cost of service to \$38,016.51. Staff is not recommending that these Public Safety costs be captured in the business licensing fee as the proposed fees cover the direct costs of processing the application and issuing the license, but if desired, increasing the amount of this fee to include Public Safety costs could be justified.

The following table compares a few license categories among other Utah County cities.

	Springville	Orem	Provo	American Fork	Payson
New General Commercial License	230	210	125-800 + 37	200	100
Renewal	30	85	125-800 + 17	40	75
On Premise Beer Sales	300		350		350
Off Premise Beer Sales	600		350		350
Convenience Store	230 + 600	1000			

Note that Provo’s general license fee is based on the number of employees at the business. While Springville’s fee may be the highest for a new general commercial license (depending on the employee count in Provo), the total cumulative cost decreases compared to the other cities for each additional year of licensure as shown in the next table due to the amount of the proposed renewal fee.

	Year of Licensure				
	1	2	3	4	5
Springville	\$ 230	\$ 260	\$ 290	\$ 320	\$ 350
Orem	\$ 210	\$ 295	\$ 380	\$ 465	\$ 550
Provo	\$ 162	\$ 304	\$ 446	\$ 588	\$ 730
American Fork	\$ 200	\$ 240	\$ 280	\$ 320	\$ 360
Payson	\$ 100	\$ 175	\$ 250	\$ 325	\$ 400

Planning Applications

The fees for the Short Term Rental Permit and Accessory Dwelling Unit Zoning Certificate are both proposed to be \$90. We anticipate that these processes will require the same amount of time as a Certificate of Nonconformity, which is a \$90 charge.

Attachments

- Proposed Business License Fees
- Business License Fees Analysis Spreadsheet
- Proposed Planning Fees



RESOLUTION #2021-XX

A RESOLUTION AMENDING THE COMPREHENSIVE FEE SCHEDULE FOR THE CITY OF SPRINGVILLE, UTAH TO ADJUST FEES FOR CERTAIN CITY SERVICES AS OUTLINED IN EXHIBIT A.

WHEREAS, City staff has completed a cost of service analysis and compared current fees with the cost recovery levels set by the City Council; and,

WHEREAS, the City Council has received a recommendation from the Administration that the City should adopt the updated Springville City Comprehensive Fee Schedule attached hereto as Exhibit A; and,

WHEREAS, on March 2, 2021 the City Council convened its regularly scheduled meeting to ascertain the facts regarding this matter, which facts and comments are found in the hearing record; and,

WHEREAS, after considering the Administration's recommendation and facts and comments presented to the City Council, the Council finds the proposed fees reasonably further the health, safety, and general welfare of the citizens of Springville City.

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 Exhibit A.

PART II:

This resolution shall take effect immediately.

PASSED AND APPROVED this ___ day of March 2021.

Richard J. Child, Mayor

ATTEST:

Kim Crane, City Recorder

EXHIBIT A

**COMPREHENSIVE FEE SCHEDULE
RESOLUTION #2021-XX**

Business Licensing						
	Approved Fee	Proposed Fee	Additional Conditions	Reference	Cost Recovery Code	
261	Standard License	80.00	230.00		Resolution No. 06-10	F
New	Standard License Renewal		30.00			F
263	Incidental Requests for City Services associated with Business Licenses	25.00	30.00		Resolution No. 2017-12	M
New	Relocation Fee		220.00			F
264	Seasonal License	Variable	Variable	Annual Standard Fee prorated for part of year	Resolution No. 06-10	F
265	Hotel/Motel	80.00	290.00			F
New	Hotel/Motel Renewal		30.00			F
266	Pawnbroker	250.00	290.00		Resolution No. 06-10	F
New	Pawnbroker Renewal		30.00			F
267	Mechanical Amusement Device	15.00	80.00	Plus \$16 Per device/yr. Cap \$350		F
268	On-Premise Beer License	600.00	Eliminate	Plus \$100 Application Fee	Resolution No. 06-10	F
269	Class B Beer License	300.00	Eliminate	Plus \$100 Application Fee	Resolution No. 2006-28	F
270	Class C Beer License	300.00	Eliminate	Plus \$100 Application Fee	Resolution No. 2006-28	F
New	On-Premise Beer Retailer		300.00			F
New	Off-Premise Beer Retailer		600.00			F
New	Bar Establishment		300.00			F
New	Beer Only Restaurant		300.00			F
New	Full Service Restaurant		300.00			F
New	Limited Service Restaurant		300.00			F
New	Master Full Service Restaurant		300.00			F
New	Master Limited Service Restaurant		300.00			F
New	Master Off-Premises Beer Retailer		600.00			F
New	On-Premise Banquet		300.00			F
New	Reception Center		300.00			F
New	Resort License		300.00			F
New	Tavern		300.00			F
271	Fireworks License - Outdoor Stand	120.00	100.00	Plus \$300 Cash Bond	Resolution No. 06-10	F
272	Fireworks License - In-store	120.00	80.00		Resolution No. 06-10	F
273	Itinerant Merchant	60.00	100.00	Plus \$300 Cash Bond	Resolution No. 06-10	F
274	25-Day Temporary Permit Residential Solicitation	25.00	Eliminate		Resolution No. 2006-29	F
New	1 Year Permit-Residential Solicitation		15.00			F
275	Food Truck	100.00	30.00		Resolution No.	F
New	Food Truck Renewal		26.00			F
276	Food Truck - No Fire Inspection Required	50.00	Eliminate			F
277	Peddler/Solicitor	80.00	Eliminate		Resolution No. 06-10	F
278	Sexually Oriented Business	1,000.00	1,000.00	Plus \$25 Application Fee & \$500 per individual employee	Resolution No. 06-10	F
279	Entertainer and Escort Fee	500.00	500.00	Plus \$50 Application Fee & \$500 per individual employee	Resolution No. 06-10	F
280	Industrial	250.00	230.00			F
New	Industrial Renewal		30.00			F
281	General Retail - Under 15,000 Square Feet	80.00	230.00		Resolution No. 2006-30	F
New	General Retail - Under 15,000 Square Feet Renewal		30.00			F
282	General Retail - 15,001 to 60,000 Square Feet	200.00	230.00		Resolution No. 2006-30	F
New	General Retail - 15,001 to 60,000 Square Feet Renewal		230.00			F
283	General Retail - 60,001 to 120,000 Square Feet	750.00	750.00		Resolution No. 2006-30	F
New	General Retail - 60,001 to 120,000 Square Feet Renewal		750.00			F
284	General Retail - 120,001 to 200,000 Square Feet	1,500.00	1,500.00		Resolution No. 2006-30	F
New	General Retail - 120,001 to 200,000 Square Feet Renewal		1,500.00			F
285	General Retail - Over 200,000 Square Feet	2,500.00	2,500.00		Resolution No. 2006-30	F
New	General Retail - Over 200,000 Square Feet Renewal		2,500.00			F
286	Alcohol License "Local Consent" application fee	100.00	100.00			F
287	Business License Reinstatement Fee	Varies		Amount due (plus penalties) before inactivation (within one year of inactivity)		
288	Penalty Fee for operating without a business license	Varies		100% of license fee for first year plus pro rata portion of 125% penalty for actual time without license		
New	Home Office:		18.00			
305	Home Occupation:	25.00	45.00			
New	Home Occupation Renewal:		20.00			
New	Short Term Rental Business License		45.00			
New	Short Term Rental Renewal		20.00			

Springville Business Licensing Fees

Line #	Process	Current Fee	Unit	Staff Time (Hrs)	Staff Cost	10% Ovhd	100% Cost	Current Recovery Rate	Cost Recovery Range	Adopted Recovery Rate	Lower Fee Bound	Upper Fee Bound	Proposed Fee	% Change
263.1	Standard License:	\$ 80		5.66	\$ 207.63	\$ 20.76	\$ 228.39	35%	Full	85-100%	\$ 194	\$ 228	\$ 230.00	188%
263.2	Standard License Renewal:	\$ 80		1.4	\$ 25.60	\$ 2.56	\$ 28.16	284%	Full	85-100%	\$ 24	\$ 28	\$ 30.00	-63%
264	Incidental Requests for City Services associated with Business Licenses:	\$ 25		1.55	\$ 41.33	\$ 4.13	\$ 45.47	55%	Mid-level	30-70%	\$ 14	\$ 32	\$ 30.00	20%
New	Change Fee:	\$ 25		5.49	\$ 204.60	\$ 20.46	\$ 225.06	11%	Full	85-100%	\$ 191	\$ 225	\$ 220.00	780%
265	Seasonal License:	Prorated Amount of Standard License Fee		1.58	\$ 42.15	\$ 4.22	\$ 46.37	0%	Full	85-100%	\$ 39	\$ 46		
266.1	Hotel/Motel:	\$ 80		7.16	\$ 264.54	\$ 26.45	\$ 290.99	27%	Full	85-100%	\$ 247	\$ 291	\$ 290.00	263%
266.2	Hotel/Motel Renewal:	\$ 80		1.4	\$ 25.60	\$ 2.56	\$ 28.16	284%	Full	85-100%	\$ 24	\$ 28	\$ 30.00	-63%
267.1	Pawn Broker:	\$ 250		7.16	\$ 264.54	\$ 26.45	\$ 290.99	86%	Full	85-100%	\$ 247	\$ 291	\$ 290.00	16%
267.2	Pawn Broker Renewal:	\$ 250		1.4	\$ 25.60	\$ 2.56	\$ 28.16	888%	Full	85-100%	\$ 24	\$ 28	\$ 30.00	-88%
268.1	Mechanical Amusement Device:	\$ 15	per	0.8	\$ 14.90	\$ 1.49	\$ 16.39	92%	Full	85-100%	\$ 14	\$ 16	\$ 16.00	7%
269.1	On Premise Beer Retailer	\$ 300		3.23	\$ 133.05	\$ 13.30	\$ 146.35	205%	Full	85-100%	\$ 124	\$ 146	\$ 300.00	0%
269.2	On Premise Beer Retailer Renewal	\$ 300		1.37	\$ 25.07	\$ 2.51	\$ 27.57	1088%	Full	85-100%	\$ 23	\$ 28	\$ 300.00	0%
269.3	Off Premise Beer Retailer	\$ 600											\$ 600.00	0%
269.4	Off Premise Beer Retailer Renewal	\$ 600											\$ 600.00	0%
	Bar Establishment	\$ 300											\$ 300	0%
	Beer Only Restaurant	\$ 300											\$ 300	0%
	Full Service Restaurant	\$ 300											\$ 300	0%
	Limited Service Restaurant	\$ 300											\$ 300	0%
	Master Full Service Restaurant	\$ 300											\$ 300	0%
	Master Limited Service Restaurant	\$ 300											\$ 300	0%
	Master Off-Premises Beer Retailer	\$ 600											\$ 600	0%
	On-Premise Banquet	\$ 300											\$ 300	0%
	Reception Center	\$ 300											\$ 300	0%
	Resort License	\$ 300											\$ 300	0%
	Tavern	\$ 300											\$ 300	0%
272	Outdoor Fireworks:	\$ 120		2.9	\$ 88.80	\$ 8.88	\$ 97.68	123%	Full	85-100%	\$ 83	\$ 98	\$ 100.00	-17%
273	Indoor Fireworks:	\$ 120		2.59	\$ 72.00	\$ 7.20	\$ 79.20	152%	Full	85-100%	\$ 67	\$ 79	\$ 80.00	-33%
274	Itinerant Merchant:	\$ 60		2.9	\$ 88.80	\$ 8.88	\$ 97.68	61%	Full	85-100%	\$ 83	\$ 98	\$ 100.00	67%
275	25-Day Solicitor Permit:	\$ 25		0.7	\$ 13.12	\$ 1.31	\$ 14.43	173%	Full	85-100%	\$ 12	\$ 14	\$ 15.00	-40%
New	1 Year Solicitor Permit:	\$ 80		0.7	\$ 13.12	\$ 1.31	\$ 14.43	554%	Full	85-100%	\$ 12	\$ 14	\$ 15.00	-81%
276.1	Food Truck:	\$ 100		1.26	\$ 26.27	\$ 2.63	\$ 28.90	346%	Full	85-100%	\$ 25	\$ 29	\$ 30.00	-70%
276.2	Food Truck Renewal:	\$ 100		1.28	\$ 23.46	\$ 2.35	\$ 25.81	387%	Full	85-100%	\$ 22	\$ 26	\$ 26.00	-74%
277.1	Food Truck/No Fire Inspection Required/Licensed Elsewhere	\$ 50		1.26	\$ 26.27	\$ 2.63	\$ 28.90	173%	Full	85-100%	\$ 25	\$ 29	\$ 30.00	-40%
277.2	Food Truck/No Fire Inspection Required/Licensed Elsewhere Renewal	\$ 50		1.26	\$ 25.25	\$ 2.53	\$ 27.78	180%	Full	85-100%	\$ 24	\$ 28	\$ 28.00	-44%
278	Peddler/Solicitor	\$ 80		0	\$ -	\$ -	\$ -	0%	Full	85-100%	\$ -	\$ -	\$ 80.00	0%
279	Sexually Oriented Business:	\$1,000 + \$25 Application Fee and \$500 per employee		0	\$ -	\$ -	\$ -	0%	Full	85-100%	\$ -	\$ -		
280	Entertainer and Escort Fee:	\$500 + \$50 Application Fee and \$500 per employee		0	\$ -	\$ -	\$ -	0%	Full	85-100%	\$ -	\$ -		
281.1	Industrial:	\$ 250		5.66	\$ 207.63	\$ 20.76	\$ 228.39	109%	Full	85-100%	\$ 194	\$ 228	\$ 230.00	-8%
281.2	Industrial Renewal:	\$ 250		1.4	\$ 25.60	\$ 2.56	\$ 28.16	888%	Full	85-100%	\$ 24	\$ 28	\$ 30.00	-88%
282.1	General Retail-Under 15,000 sf:	\$ 80		5.66	\$ 207.63	\$ 20.76	\$ 228.39	35%	Full	85-100%	\$ 194	\$ 228	\$ 230.00	188%
282.2	General Retail-Under 15,000 sf Renewal:	\$ 80		1.4	\$ 25.60	\$ 2.56	\$ 28.16	284%	Full	85-100%	\$ 24	\$ 28	\$ 30.00	-63%
283.1	General Retail-15,001-60,000 sf:	\$ 200		33.7	\$ 1,415.51	\$ 141.55	\$ 1,557.06	13%	Full	85-100%	\$ 1,324	\$ 1,557	\$ 230.00	15%
283.2	General Retail-15,001-60,000 sf Renewal:	\$ 200		29.4	\$ 1,233.48	\$ 123.35	\$ 1,356.83	15%	Full	85-100%	\$ 1,153	\$ 1,357	\$ 230.00	15%
284.1	General Retail-60,001-120,000 sf:	\$ 750		5.66	\$ 207.63	\$ 20.76	\$ 228.39	328%	Full	85-100%	\$ 194	\$ 228	\$ 750.00	0%
284.2	General Retail-60,001-120,000 sf Renewal:	\$ 750		1.4	\$ 25.60	\$ 2.56	\$ 28.16	2663%	Full	85-100%	\$ 24	\$ 28	\$ 750.00	0%
285.1	General Retail-120,001-200,000 sf:	\$ 1,500		10.1	\$ 398.35	\$ 39.83	\$ 438.18	342%	Full	85-100%	\$ 372	\$ 438	\$ 1,500.00	0%
285.2	General Retail-120,001-200,000 sf Renewal:	\$ 1,500		5.83	\$ 216.32	\$ 21.63	\$ 237.95	630%	Full	85-100%	\$ 202	\$ 238	\$ 1,500.00	0%
286.1	General Retail-Over 200,000 sf:	\$ 2,500		221	\$ 9,489.25	\$ 948.92	\$ 10,438.17	24%	Full	85-100%	\$ 8,872	\$ 10,438	\$ 2,500.00	0%
286.2	General Retail-Over 200,000 sf Renewal:	\$ 2,500		217	\$ 9,307.22	\$ 930.72	\$ 10,237.94	24%	Full	85-100%	\$ 8,702	\$ 10,238	\$ 2,500.00	0%
287	Alcohol Local Consent Application Fee:	\$ 100		2.1	\$ 89.93	\$ 8.99	\$ 98.92	101%	Full	85-100%	\$ 84	\$ 99	\$ 100.00	0%
288	Business License Reinstatement Fee:	Amount due (within one year of inactivity)		0.58	\$ 15.23	\$ 1.52	\$ 16.75	0%	Full	85-100%	\$ 14	\$ 17	\$ 17.00	
289	Penalty Fee for operating without a business license:	100% of license fee for first year plus pro rate portion of 125% penalty for actual time without license		0	\$ -	\$ -	\$ -	0%	Full	85-100%	\$ -	\$ -		
BL-001	Home Office and Home Office Renewal:	\$ 25		0.85	\$ 15.79	\$ 1.58	\$ 17.37	144%	Full	85-100%	\$ 15	\$ 17	\$ 18.00	-28%
306	Home Occupation:	\$ 25		1.55	\$ 41.33	\$ 4.13	\$ 45.47	55%	Full	85-100%	\$ 39	\$ 45	\$ 45.00	80%
BL-003	Home Occupation Renewal:	\$ 45		0.97	\$ 17.93	\$ 1.79	\$ 19.73	228%	Full	85-100%	\$ 17	\$ 20	\$ 20.00	-56%

Planning & Zoning Fees

	Approved Fee	Proposed Fee	Additional Conditions	Reference	Cost Recovery Code
291	Annexation - Planning Commission review	730.00		Resolution No. 03-11	F
292	Annexation - Policy Declaration	790.00	Plus \$50.00 if the City maps must be updated	Resolution No. 03-11	F
293	Review proposed changes to the Zoning Code	740.00		Resolution No. 03-11	F
294	General Plan text or map amendment	660.00	Plus \$50.00 if the City maps must be updated	Resolution No. 03-11	F
295	Review proposed amendment to Official Zoning Map	660.00		Resolution No. 03-11	F
296	Board of Adjustment application	315.00		Resolution No. 03-11	F
297	Certificate of Nonconformity	90.00		Resolution No. 03-03	F
New	Accessory Dwelling Unit Zoning Certificate	90.00			F
New	Short Term Rental Permit	90.00			F
298	Conditional Use Permit	575.00		Resolution No. 03-11	F
299	Condominium Plat - Preliminary (New)	955.00		Resolution No. 03-11	F
300	Condominium Plat - Preliminary (Conversion)	955.00		Resolution No. 03-11	F
301	Condominium Plat - Final (New)	878.00		Resolution No. 03-11	F
302	Condominium Plat - Final (Conversion)	878.00		Resolution No. 03-11	F
303	Condominium Plat - Amendment	620.00	Plus PW-Engineering time at the fully burdened hourly rate	Resolution No. 03-11	F
304	Fence Permit	15.00		Resolution No. 03-11	M
305	Home Occupation Application	35.00	Eliminate - Moved to Business License	Resolution No. 03-11	F
306	Site Plan Amendment - New Code	490.00	Plus PW-Engineering time at the fully burdened hourly rate	Resolution No. 03-11	F
307	Site Plan Amendment - Before New Code	483.00		Resolution No. 03-11	F
308	Deep Lot Development - Planning Commission	115.00	Drop DRC review under the Proposed Fee	Resolution No. 03-11	F
309	Minor Subdivision - Concept plus Preliminary Plan	450.00	Includes 2 reviews in Proposed Fee	Resolution No. 03-11	F
310	Subdivision (General City) - Concept Plan	290.00		Resolution No. 03-11	F
311	Subdivision (Westfields) - Concept Plan	300.00		Resolution No. 03-11	F
312	Subdivision (General City) - Preliminary Plan	825.00	First 5 lots included plus \$7.50 for each additional lot	Resolution No. 03-11	F
313			under Proposed Fee		
314	Subdivision (Westfields) - Preliminary Plan	900.00	First 5 lots included plus \$11.00 for each additional lot	Resolution No. 03-11	F
316	Subdivision - Final Plan	1,260.00	First 5 lots included plus \$11.00 for each additional lot	Resolution No. 03-11	F
317			under Proposed Fee. Includes 3 reviews		
318	Subdivision - Plan Amendment	630.00		Resolution No. 03-11	F
319	Temporary Use Permit - Administrative	40.00		Resolution No. 03-11	F
321	Site Plan Review	1,100.00	Includes 2 reviews in Proposed Fee	Resolution No. 03-11	F
322	Tree Installation in Subdivisions	350.00	Per Tree		F
323	Installation of LPG Underground Storage Tank Permit	250.00		Resolution No. 2008-21	F