



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
JUNE 19, 2018 AT 5:30 P.M.**

City Council Chambers
110 South Main Street
Springville, Utah 84663

MAYOR AND COUNCIL DINNER – 5:00 P.M.

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

**CALL TO ORDER- 5:30 P.M.
COUNCIL BUSINESS**

1. Calendar

- Jul 03 – Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Jul 04 – Independence Day Observed (City Offices Closed)
- Jul 10 – Work/Study Meeting 5:30 p.m.
- Jul 17 – Work/Study Meeting 5:30 p.m., City Council Meeting 7:00 p.m.
- Jul 24 – Observance of Utah Pioneer Day (City Offices Closed)

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

- a) Invocation – Councilmember Jensen
- b) Pledge of Allegiance – Councilmember Creer
- c) Consent Agenda
 2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
 3. Approval of the minutes for the Work/Study meetings on April 03 and April 17, 2018
 4. Approval of the appointment of Patrice Bolen to the Springville City Arts Commission
 5. Approval of a Resolution and Agreement with Sunset Farmers Market– Corey Merideth, Recreation Director
 6. Approval of a Class B Beer License for Magelby’s Grill and Oyster Bar located at 198 South Main, Springville – Glen Goins, Community Development Director
 7. Approval of an award and multi-year contract to Done Rite Lines LLC for Striping of City Roads in the amount of \$32,633.73 – Brad Stapley, Public Works Director

3. **DISCUSSIONS/PRESENTATIONS**

- a) Airport Discussion – Bruce Riddle, Assistant City Administrator/Finance Director
- b) Parking Restrictions on 400 South, west of main street to interstate – Brad Stapley, Public Works Director
- c) End of year report from the Springville Museum of Art Association – Rita Wright, Museum of Art Director

4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

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

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

6. ADJOURNMENT

CERTIFICATE OF POSTING

This meeting was noticed in compliance with Utah Code 52-4-202 on June 15, 2018. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendasminutes. Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website.

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 Rayburn, CMC, City Recorder



**REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING
JUNE 19, 2018 AT 7:00 P.M.**

City Council Chambers
110 South Main Street
Springville, Utah 84663

CALL TO ORDER

**INVOCATION AND PLEDGE
APPROVAL OF THE MEETING'S AGENDA
MAYOR'S COMMENTS**

CEREMONIAL AGENDA

1. CERT Graduates Recognized – Scott Finlayson, Public Safety Director
2. Mayor Awards, SHS Key Club – Shannon Acor, CTC Coordinator

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 City purchase orders required to be signed per Springville City Purchasing Code.
4. Approval of the minutes for the Work/Study meetings on April 03 and April 17, 2018
5. Approval of the appointment of Patrice Bolen to the Springville City Arts Commission
6. Approval of a Resolution and Agreement with Sunset Farmers Market– Corey Merideth, Recreation Director
7. Approval of a Class B Beer License for Magelby's Grill and Oyster Bar located at 198 South Main, Springville – Glen Goins, Community Development Director
8. Approval of an award and multi-year contract to Done Rite Lines LLC for Striping of City Roads in the amount of \$32,633.73 – Brad Stapley, Public Works Director

PUBLIC HEARING AGENDA

9. Public Hearing to consider a Resolution and adoption of the Enterprise Fund Transfers for FY 2018/2019 – Bruce Riddle, Assistant City Administrator/Finance Director (Continued from June 05, 2018)
10. Public Hearing to consider a Resolution and adoption of the Final FY 2018/2019 Springville City Budget – Bruce Riddle, Assistant City Administrator/Finance Director (Continued from June 05, 2018)
11. Public Hearing for consideration of opening the 2017-2018 Springville City Budget – Bruce Riddle, Assistant City Administrator/Finance Director

REGULAR AGENDA

12. Consideration of an Ordinance amending the Fireworks Ordinance – John Penrod, Assistant City Administrator/City Attorney

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION, IF NEEDED – TO BE ANNOUNCED IN MOTION

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

ADJOURNMENT

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s/s - Kim Rayburn, CMC, City Recorder



MINUTES
Springville City Council Work/Study Meeting – APRIL 03, 2018

MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD
ON TUESDAY, APRIL 03, 2018 AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN
STREET, SPRINGVILLE, UTAH.

COUNCILMEMBER CREER MOVED TO APPOINT COUNCILMEMBER MILLER AS
MAYOR PRO TEM TO PERFORM, DURING THE MAYOR’S ABSENCE, THE DUTIES AND
FUNCTIONS OF MAYOR. COUNCILMEMBER JENSEN SECONDED THE MOTION, AND ALL
PRESENT VOTED AYE.

Mayor Pro Tem Miller presided. In addition to Mayor Pro Tem Miller, the following were
present: Councilmember Christopher Creer, Councilmember Craig Jensen, Councilmember Jason
Miller, Councilmember Brett Nelson, Councilmember Michael Snelson, City Administrator Troy
Fitzgerald, Assistant City Administrator/Finance Director Bruce Riddle and City Recorder Kim
Rayburn.

Also present were: Public Safety Director Scott Finlayson, Power Director Leon Fredrickson,
Public Works Director Brad Stapley, Building and Grounds Director Brad Neel, Community
Development Director Glen Goins, Library Director Dan Mickelson, Golf Pro Craig Norman, and
Museum of Art Director Rita Wright. Excused from the meeting, Mayor Richard J. Child, Assistant City
Administrator/City Attorney John Penrod and Recreation Director Corey Merideth.

CALL TO ORDER

Mayor Pro Tem Miller welcomed everyone and called the Work/Study meeting to order at 5:32
p.m.

COUNCIL BUSINESS

1. Calendar

- Apr 10 – Budget Meeting 1:00 p.m.
- Apr 17 – Work/Study Meeting 5:30 p.m./City Council 7:00 p.m.
- Apr 25 – Springville Museum of Art Spring Salon Opening Reception 6:00 – 8:00 p.m.
- May 01 – Work/Study Meeting 5:30 p.m./City Council 7:00 p.m.
- May 08 – Work/Study Meeting 5:30 p.m.

Mayor Pro Tem Miller asked if there were any calendar items up for discussion. Councilmember
Jensen asked about the Mock Car Crash at Springville High School. Director Wright invited the Mayor
and Council to a review of the Spring Salon, which will be the night before the opening of the Salon on
April 25. She stated an invitation will be issued.

2. Discussion on this evening’s Regular Meeting agenda items

- a) Invocation – Councilmember Nelson
- b) Pledge of Allegiance – Councilmember Snelson

c) Consent Agenda

- 42 5. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
- 44 6. Approval of the minutes for the Council meetings held on December 19, 2017 and January 02, 2018.
- 46 7. Approval of the Mayors Re-Appointments to the Water Board of Alton Beck, Calvin Crandall, and Rod Andrew
- 48 8. Approval of the Mayors Re-Appointments to the Planning Commission of Genevieve Baker, Brad Mertz, and Frank Young
- 50 9. Approval of the Mayor's appointments to the Library Board of Doug Hamilton, Emily Flinders, Thomas Smith and Jaclyn Brown
- 52 10. Approval of the Mayor's re-appointments to the Parks and Recreation Board of Julie Kappas, Lynn Bartholomew, and Katie Sosa.
- 54 11. Approval of Springville Marketplace Plat B, which is a Vacation and Amendment of Lot 3 of Springville Marketplace, Plat A, Located at 1183 W 400 S in the CC-Community Commercial Zone – Glen Goins, Community Development Director
- 56 12. Approval of the Sumsion Springs Subdivision, Plat A, located in the area of 900 South 950 West in the R1-10 Residential Single-Family and WF-1 Westfield's Overlay Zones. – Glen Goins, Community Development Director
- 58 13. Approval of surplus property and authorizing its disposal according to the Surplus Property Policy – Juan Garrido, Water Reclamation and Storm Water Superintendent
- 60 14. Approval of an Agreement with Beach Entertainment and Talent, Inc. for performance from Landshark Band at 2018 Art City Days' Concert – Corey Merideth, Recreation Director
- 62
- 64

66 Mayor Pro Tem Miller asked if there were any comments on the Consent Agenda. Administrator Fitzgerald suggested moving item number eight on the consent agenda to the regular agenda. Councilmember Snelson would like to discuss consent items 7-10 in the regular meeting. Councilmember Jensen asked about buying tickets to the Art Ball. Mayor Pro Tem stated the Art Ball is a great event.

70

3. DISCUSSIONS/PRESENTATIONS

72 **a) Discussion of Hobble Creek Golf Course Volunteers – Craig Norman, Golf Pro**

74 Mr. Norman addressed the Council regarding a new program of volunteers at the golf course. Administrator Fitzgerald commented that all interested stakeholders are encouraged to comment before staff adopts any policy. The Council may have some interest and guidelines to add to the policy and it can be discussed in future work sessions.

76 Mr. Norman stated the full golf course is open today and on average, the golf course provides 78 230 rounds per day and 55,000 rounds per year. The staff goal is to improve the experience and not costing more money by using volunteers. Staff is stretched thin on certain days. Councilmember Miller asked if there has been a volunteer program in the past. Mr. Norman answered there have been volunteer projects but not a seasonal volunteer program. The plan is to develop a pool of 12-16 volunteers on the 80 high traffic days covering three shifts from 7 am to 7 pm. Volunteers would help with different shifts, minimal maintenance of course, gathering carts and marshalling of the course. When the course is 82 monitored things work better. When golfers get used to not seeing the monitor, they try to get away with 84

murder. The long-term benefit would be cost savings of approximately \$26,000. Councilmember
86 Snelson asked if volunteers would receive some kind of pass. Mr. Norman answered it will be on a
space available and play at non-peak times, while being monitored. Councilmember Snelson asked
88 about feedback from potential volunteers. Mr. Norman stated the potential volunteers are excited. He
asked for any comments or suggestions from the Council. The plan is patterned after the Soldiers
90 Hollow Golf Course in Heber. It will be a positive because there will be a presence on the golf course all
the time. Advertising will be similar to what the Library is doing. Councilmember Nelson complimented
92 the idea and asked Mr. Norman to define the benefit of what is received. Administrator Fitzgerald
answered the policy is not finalized and staff is working with Attorney Penrod to accommodate what is
94 allowed by law. Mr. Norman closed his presentation by stating the remodel is winding down.
Councilmember Snelson asked if Council can use the golf carts for Art City Days.

96

b) City Branding Discussion – Troy Fitzgerald, City Administrator

98 Administrator Fitzgerald presented information on the branding process and encouraged
questions and discussion from the Council. The principal of Redkor Brands is Rushford Lee, a
100 Springville resident, and their portfolio includes Deseret Book, Kneaders, Café Rio, Bluffdale, Spanish
Fork and Provo. The previous Council gave staff the direction to move forward with the rebranding in
102 November. City Code adopted a municipal seal, in use since the 1980s. Branding for cities is a new
concept. The circle S logo was adopted and used for traditional branding; anything from the Mayor or
104 Council used the seal. The circle S logo broke down quickly and use was fragmented. Different
departments used a variety of logos. Change was suggested in 2014, 2016 and the Council in 2017
106 recommended looking for a family of logos, along with the new recreation center coming online. It was
recommended that the logo consolidate all departments under one Springville City brand.

108 Administrator Fitzgerald introduced Rushford Lee with Redkor Brands who has been working
with staff on a new concept. Mr. Rushford provided information regarding the process developing a logo
110 or brand. He outlined the various concepts that were discussed. The Art Museum, as a logo, was
discussed and it was decided to have something more for the whole City; keeping Art City, while
112 including such things as the art of living. The logo will be used on all the City vehicles to identify all
City assets. The simple logo is readable from a distance. This logo is not meant to be a fine art piece. Its
114 purpose is to define the City and be easy to see from a distance.

Councilmember Snelson stated the logo concept was discussed in the Economic Development
116 Commission meetings years ago. He is very impressed with the logo. He hopes the Council will see the
advantage to this and likes how the different departments are incorporated.

118 Councilmember Jensen asked about the five departments having an element describing the
departments. He asked if the department logo pulls away from the City logo.

120 Administrator Fitzgerald answered that with the last brand, control was lost quickly. When the
Council decides on the branding, staff knows that is what will be used. Any citizen or someone visiting
122 will know it is a Springville City asset.

Councilmember Snelson added the logo is intact. He asked about the CRC logo and the colors
124 used. The Council discussed the process and variety of versions in the style guide.

Administrator Fitzgerald added that the hexagon is to the left in the style guide. The guide is not
126 complete at the time of the meeting. There is an ordinance for the Council to approve. Staff will be
happy to come back with the final presentation. The Clyde Recreation Center branding needs to move
128 forward as soon as possible in order to provide branding for the opening.

130 Councilmember Jensen stated that it seems a little inconsistent with the various department logos. Councilmember Nelson agreed and asked why not make them all the same.

132 Councilmember Snelson added that the four entities of Museum, Golf, Rec Center, and Library are different than the other departments of the City. They are places that citizens go to do something. The others are what we do for the people. Councilmember Nelson disagreed, stating each department is 134 a service. He stated a need to come to agreement with design before the final style guide. Branding needs simplicity and consistency. Mr. Rushford added it is an icon, which helps identify the department and provides uniqueness within the City. Councilmember Creer stated the department heads would like 136 to have an identifier consistent with the brand each department has established for a very long time. He agrees with Councilmember Snelson. Administrator Fitzgerald answered this has been the struggle in the 138 past, he explained how other companies have used various branding. The Council needs to figure out on what side it falls. Councilmember Jensen stated he is concerned about losing consistency. He wants to 140 have the same logo with an identifier to the left, keeping the springs on top. Councilmember Nelson 142 agreed.

144 Councilmember Snelson asked directors to come and give thoughts. Director Mickelson stated that in reviewing the logo, the library was able to continue the brand the library has been building. Director Wright stated it has been a very careful and thoughtful process. The Museum has spent a long 146 time building the brand of the Museum. The building is recognized throughout the state. The logo should be consistent especially with the font.

148 Administrator Fitzgerald stated the color splashes above the logo are called “springs.”

150 Mr. Norman stated he has discussed the golf course logo with Mr. Rushford. The Golf Course sells many hats and the ability to change the hats benefits sales. Mr. Rushford answered that with a retail 152 store, it can be flexible with the City logo on the side. Mr. Norman is concerned about branding being part of policy and style guide. Mayor Pro Tem Miller agreed it is too big for a shirt logo. Councilmember Creer stated he wants to please the directors because they have to live with it every day, 154 as the main point. He understands consistency. Councilmember Nelson agreed and added in most branding the logo does not really change, but it is refreshed over time. In thirty years when a Council 156 decides to refresh the logo, it does not have to be changed radically, just refreshed.

158 Administrator Fitzgerald added the change to the S, in 2007 was because the seal is too detailed and not recommended for use as a logo. The big change in branding is what story Springville is telling. There are two factions of the City on several levels, pro-art, anti-art; pro-power, anti-power; each with 160 varying ideas and logos. A logo emphasizing the center tower of the Art Museum, created an intense tug of war with pro-arts or not. The “spring” tells a water related story about the City, the springs, the creek, 162 the lake, AND combines with the arts because it looks like paint splashes as well. Director Neel asked if the style guide is finalized. He agreed consistency is important.

164 Councilmember Snelson asked that the flourish be called a “spring.”

166 Director Stapley answered public works and division heads met with the designer and like the four different areas. Administrator Fitzgerald related that the most difficult part is the challenges of 168 letting departments express individuality and identifying as the City. Mr. Rushford stated that by allowing flexibility, it will help department heads be advocates for the brand. This logo brings departments together and advocates will make the brand stay the same. It would be a first in Springville, 170 in some ways.

172 Councilmember Nelson noted that the “spring” is a big concept and should not go away. He would like to see the next iteration. Mr. Rushford stated he can make that happen and he is a good

174 soldier. Councilmember Jensen would like to keep the “spring” on every department logo. Mr. Rushford
stated the “splash” would work in a vertical format. Councilmember Miller agreed to keep the “splash”
when possible, but does not mind if it is removed for certain uses.

176 Administrator Fitzgerald stated the logo implementation can occur as we replace letterhead or
vinyl on trucks. Some administration funds are available for startup items and new uniform money
178 becomes available in July.

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

Mayor Pro Tem Miller asked for any other comments.

182 Administrator Fitzgerald mentioned Director Riddle was awarded a distinguished budget
presentation award by the Government Finance Officers Association. The Utah Trust Accountability
184 Award of \$8000 came in thanks to Attorney Penrod’s hard work. Utah Valley Solid Waste District met
as a board and responded to our proposal. They are open to everything proposed except the host city fee
186 will be called a development agreement. They are open to discuss property for a detention basin as
compensatory items. Staff will come back with a more formal discussion and response.

188

5. CLOSED SESSION

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

194 There was none.

196 **ADJOURNMENT**

COUNCILMEMBER SNELSON MOVED TO ADJOURN THE WORK/STUDY MEETING
198 OF THE SPRINGVILLE CITY COUNCIL AT 6:51 P.M.

COUNCILMEMBER JENSEN SECONDED THE MOTION, ALL VOTED AYE.

200

202 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday,*
April 03, 2018.

204 *I, Kim Rayburn, 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
206 *complete record of this meeting held on Tuesday, April 03, 2018.*

208

210

Kim Rayburn, CMC
City Recorder

212



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY
2 COUNCIL HELD ON TUESDAY, APRIL 17, 2018 AT 5:30 P.M. AT THE CIVIC CENTER,
110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

4
Mayor Pro Tem Snelson presided. In addition to Mayor Pro Tem Snelson, the following
6 were present: Councilmember Christopher Creer, Councilmember Craig Jensen, Councilmember
Brett Nelson, Councilmember Michael Snelson, City Administrator Troy Fitzgerald, Assistant
8 City Administrator/City Attorney John Penrod, and City Recorder Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Power Director Leon
10 Fredrickson, Power Distribution Superintendent Shawn Black, Recreation Director Corey
Merideth, Public Works Director Brad Stapley, Building and Grounds Director Brad Neel, City
12 Engineer Jeff Anderson, Community Development Director Glen Goins, Library Director Dan
Mickelson, and Museum of Art Director Rita Wright.

14 Excused: Mayor Richard J. Child, Councilmember Jason Miller and Assistant City
Administrator/Finance Director Bruce Riddle.

16
COUNCILMEMBER JENSEN MOVED TO APPOINT COUNCILMEMBER
18 SNELSON AS MAYOR PRO TEM TO PERFORM, DURING THE MAYOR'S ABSENCE,
THE DUTIES AND FUNCTIONS OF MAYOR. COUNCILMEMBER NELSON SECONDED
20 THE MOTION, AND ALL PRESENT VOTED AYE.

22 Chief Finlayson updated the Council on the gas leak from last night. He reported that it is
the oldest gas line in Utah County, installed in 1938, made of cast iron 3-inch pipe. The gas leak
24 on Main Street closed the intersection between 200 South and 300 South. The valve was frozen
open, so Dominion Energy cut the pipe on each side and filled it with a membrane, all while it
26 continued to leak for four hours. The Dominion Energy Supervisor said it was the most
dangerous gas leak in 20 years because of the condition of the pipe and the potential to blow up
28 that whole section of buildings. Contractors who punctured the line caused it. The heavy wind
helped dissipate the gas. The valve was faulty but the old gas line was in very good condition.

CALL TO ORDER

32 Mayor Pro Tem Snelson welcomed everyone and called the Work/Study meeting to order
at 5:34 p.m.

34 Mayor Child and Councilmember Jason Miller arrived at 5:41.

COUNCIL BUSINESS

1. Calendar

- 38 • Apr 25 – Springville Museum of Art Spring Salon Opening Reception 6:00 – 8:00
p.m.
- 40 • May 01 – Work/Study Meeting 5:30 p.m./City Council 7:00 p.m.

- May 08 – Work/Study Meeting 5:30 p.m.
- May 15 – Work/Study Meeting 5:30 p.m./City Council 7:00 p.m.
- May 19 – Bike with the Mayor 9:30 a.m.
- May 28 – Memorial Day Observed (City Offices Closed)

Mayor Pro Tem Snelson asked if there were any calendar items up for discussion. Councilmember Jensen asked about a 5K on May 12, 2018. Administrator Fitzgerald stated any event submits an application to the City, but it is not a City sponsored event. Councilmember Nelson asked about participation in the Bike with the Mayor. Administrator Fitzgerald answered the Council is invited to participate. Director Neel noted the Splash Pad opening is tied in to the Bike with the Mayor.

52

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

- a) Invocation – Councilmember Creer
- b) Pledge of Allegiance – Councilmember Miller
- c) Consent Agenda
 1. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
 2. Approval of the minutes for the Work/Study meetings held on January 16, February 06, February 20, March 06, and March 13, 2018
 3. Approval of the Mayor's re-appointment of Chantel Daines to the Library Board
 4. Approval of the Mayor's re-appointment of Bill Charles and Dan Evans to the Hardship Committee
 5. Approval of the Mayor's appointments of Deborah Hall and Grant Sumsion to the Parks and Recreation Board

Approval of the amendment to the Springville Fire and Service Contract with Utah County – Scott Finlayson, Public Safety Director

Mayor Pro Tem Snelson asked if there were any comments on the Consent Agenda. There was none.

70

3. DISCUSSIONS/PRESENTATIONS

a) Discussion regarding Eldorado Drive – Brad Stapley, Public Works Director

Director Stapley explained that traffic control and calming is for safety and traffic control. Traffic control and calming uses various devices; chicanes, stop signs, flashing lights, radar signs and roundabouts. Currently, there is one speed bump in the City. Mayor Child added there are speed dips, which are used for drainage. Director Stapley explained speed tables. Councilmember Snelson asked about other cities that have speed bumps. Director Stapley said they are difficult for snowplows. Councilmember Snelson asked how other cities that have speed bumps deal with them. Director Stapley explained Springville tries to stay away from them because they are damaging to the road and snow plows. Mayor Child added there are speed dips, which are also used for drainage. Councilmember Nelson asked about the speed bump at the roundabout. Attorney Penrod asked are there any other reasons to not have speed bumps. Director Stapley answered everyone wants one and staff tries to keep them to a minimum

84 because there are other ways to calm traffic. Speed radar signs are \$3000 each. Chief Finlayson
added the portable radar sign is \$7000 and it works better because moving it around keeps it
86 fresh. He said drivers get used to permanent speed radar signs.

City Engineer Anderson addressed the traffic master plan and the difference between
88 traffic control and calming. A classification matrix is used for speed limit ranges, which depend
on the type of road local (25 mph), collector (30-40 mph) and arterial (50 mph).

90 Mayor Pro Tem Snelson asked if the North Main intersection is an arterial and if its speed
limit can be reduced. Mr. Anderson explained access control and criteria for an arterial road.
92 UDOT controls the North Main Street intersection and they are looking at dropping it to 40 mph.
There are federal guidelines for installing stop signs and traffic signals. Stop signs are not the
94 cure all for traffic calming.

Councilmember Snelson asked about Brookside Drive traffic calming or control. Mr.
96 Anderson explained MUECD (Manual on Uniform Traffic Control Devices), a federally
published guideline, is used in Springville City standards. Brookside Drive is considered a
98 collector and he explained the unique makeup of the subdivision. Mr. Anderson commented
there is not an established policy and he is asking the Council for feedback. Traffic calming
100 guidelines can be brought back to the Master Transportation Plan. Councilmember Jensen
answered we need to have a policy; there are roads in the City needing it. Councilmember Miller
102 asked staff to come back with a proposal and suggest what is recommended.

Engineer Anderson continued by addressing the Sunrise Ridge neighborhood. Eldorado
104 Drive and Cimarron Drive are the current issue. Evergreen Road needs to be signed properly.
Eldorado Drive and Cimarron Drive are assumed to be 25 mph with no signage. All traffic
106 funnels out to Evergreen Road. Staff conducted a speed study in the area.

Administrator Fitzgerald interjected the Council needs to contemplate natural speed
108 limits. Councilmember Nelson added he has a huge issue in a family neighborhood. Engineer
Anderson continued his presentation with a review of the Cimarron traffic speed study. Mayor
110 Pro Tem Snelson asked about the placement of the radar. Councilmember Miller asked if there is
a map showing where accidents are occurring in the City. Chief Finlayson stated there are reports
112 regarding this. The area discussed does not have a high number of accidents; however, there was
a fatality in the area. Engineer Anderson reported on the immediate action plan to improve the
114 area where that accident occurred. Councilmember Nelson asked about a speed limit change.
Mayor Pro Tem Snelson asked about a speed-calming device.

116 Councilmember Jensen asked about possible consolidation of the railroad tracks in area.
Director Stapley stated there is a proposal but no know plan to do so at this time. Administrator
118 Fitzgerald stated the two tracks will probably met in the middle.

Engineer Anderson provided information to make the changes to the Master
120 Transportation Plan. Councilmember Nelson stated that there are some areas in the City that
need action taken. If there is a problem it needs to be addressed. Engineer Anderson stated that
122 for the Cimarron area the answer will be more about educating the residents in the area and
outreach.

124 Director Stapley wants to bring information to the Council for discussion. Fourteen years
ago, Brookside and 400 South was the number one intersection to fix. Administrator Fitzgerald
126 explained that homeowner was not cooperative and the City was prepared to use emanate
domain. Councilmember Nelson added Brookside is the only north south road in that area and

128 small changes would help. Director Stapley added traffic calming is not in the master plan.
130 Administrator Fitzgerald disagreed, stating there is a paragraph stating the Council will decide on
132 traffic calming on a case-by-case basis. Mayor Pro Tem Snelson added feedback from a citizen
134 on Cimmaron prompted the new stop sign and traffic study. Director Stapley stated staff
welcomes citizen comment because sometimes things slip through the radar. Councilmember
Nelson and Councilmember Snelson would like to see a speed study done in the Brookside area.
Councilmember Nelson said if it is a real issue, let us address it. Director Stapley state the traffic
light has exacerbated the issue because north/south traffic can easily cross 400 South.

136 Administrator Fitzgerald added solutions will need to be discussed and the funding needs
to be added to the next budget. It will cost \$100,000 to fix the bridge and the sidewalks on the
138 south side of Brookside. Director Stapley added there are issues all over town. Councilmember
Nelson insisted the issue needs to be addressed immediately with Brookside, not the \$100,000
140 solution. He suggested staff can be creative and find a solution for Brookside Drive.

142 Director Stapley added that enforcement and obedience are part of the plan. What we
can physically change on the roads needs to be balanced with the citizens obeying the traffic
laws already in effect. Councilmember Nelson continued by saying this has been going on too
144 long. The road is narrow and a major thoroughfare for teenage drivers. Let us address it so we
are not talking about it a year from now. He requested a traffic study to show citizens progress.
146 Director Stapley said staff will review and bring back more information to the Council. There
will be no more action on Eldorado Drive right now. Administrator Fitzgerald recommends
148 notifying the neighbors about the solutions being discussed.

Administrator Fitzgerald explained the action list used by directors of Council assigned
150 items, asked the Council if they would like to receive the list regularly. The Council was in
agreement and wanted to receive the list. Councilmember Nelson said the process needs a
152 strategy to analyze community needs. Administrator Fitzgerald explained that is the master plan
process and the traffic calming policy was dropped out of the master plan process. Solutions can
154 be triggered by observation and deficiencies. That will help us do our job better. Councilmember
Miller agreed that bringing the community in to see the solution to the problem at Cimarron.

156

**b) Presentation on City Power Resources Portfolio – Leon Fredrickson, Power
158 Director**

160 He stated the budget for the Power Department is \$17 million per year. Administrator
Fitzgerald said it is the largest line item in the budget. Power Generation Superintendent Black
provided information on the average power bill for surrounding communities. Springville is
162 below average. Administrator Fitzgerald pointed out that the power load in Springville is a little
different than most communities because of Stouffer's. Superintendent Black listed the various
164 power resources owned by Springville including:

- 166 • Colorado River Storage Project (CRSP)- Springville City owns six megawatts of
allocation It was built in the 1930s with good foresight and is really cheap power
- San Juan Coal Generation Plant in Farmington New Mexico—four megawatts.
- 168 • Pleasant View Wind Project in Evanston WY—one megawatt

- Nebo Power Station Payson—Springville owns 20%, built during the speculation of 2001 Administrator Fitzgerald added Springville City is the largest owner in that power plant—143 megawatt capacity with a sweet spot between 95 and 110.
- Contracts to buy power on a long term basis
- Horse Butte Wind Farm—three megawatts, stronger in the spring and fall
- Biofuel from a 500,000 pig farm—renewable three megawatts
- Whitehead Power Plant—30.5 megawatts

Superintendent Black reviewed SCADA (Supervisory Control and Data Acquisition), the control room and maintenance of the power engines at the Whitehead Power Plant. He reviewed the 2011 resource mix and since have diversified and using less coal, more natural gas. He described high load hours and base load resources, which are dispatched 24/7. Staff sources are usually choosing between Nebo, Whitehead or market, every day. Best-case scenario is to avoid the market. In the next four years, staff and the Council need to plan for power resources with contracts expiring in 2022. Councilmember Jensen asked about San Juan shutting down. Administrator Fitzgerald interjected that rate stability is our policy with gas prices hedged up, keeping them below billing rates. Superintendent Black continued by stating there will be a four prong plan when the contracts expire that will probably include renewables. Councilmember Jensen concluded planning ahead avoids roller coaster power bills. Administrator Fitzgerald explained the contract keeps the price steady. Superintendent Black stated most resources limit price contracts to ten years. He suggested to hedge fuel soon.

Councilmember Miller asked what risk is involved. Superintendent Black answered generally purchases is through a broker. Councilmember Miller suggested avoiding Morgan Stanley. Administrator Fitzgerald explained there is risk with financial hedges and financial companies. Councilmember Miller explained we need to understand where the risk is offset. Administrator Fitzgerald answered the broker will answer these questions. Superintendent Black concluded that prices have been low, but problems could happen like when Hurricane Katrina hit.

c) Discussion of Bartholomew Park policies – Brad Neel, Building and Grounds Director

Director Neel provided information on the Bartholomew Park policies, which have been reviewed by staff. Councilmember Miller asked about barbecues. Last year he saw gas and propane barbecues on the beach. He would like it specified as not acceptable, especially barbecues with gas tanks. The pavilions have built in charcoal barbecues, but bringing gas barbecues should not be allowed. Director Neel agreed and continued by listing some policies including; the Park closes at 10 pm., quiet hours are 10 pm to 7 am with some early morning fisherman not making noise. Except for service animals, no pets are allowed on the beach or in the water. All pets must be on a six-foot leash. Service pets are allowed anywhere the public is allowed.

Director Neel continued by stating canopies are limited to 10' x 10' and only on the grass. Small sport umbrellas are allowed on the beach. Administrator Fitzgerald added this was much discussed among staff. Attorney Penrod added residents want to be able to watch their kids while sitting in the shade on the beach. Councilmember Miller lamented that residents could not use a simple EZ UP[®] on the beach. Administrator Fitzgerald said staff allowed this last year, but

212 families tied eight EZ UP[®]s together to stake out territory on the beach as early as 7 a.m.
213 Director Neel agreed and said staff could not groom the beach. He said this policy is to open up
214 the beach for all residents to use. Food in the water is also a concern when canopies are on the
215 beach. Councilmember Snelson clarified that sports umbrellas are allowed. The Council came to
216 agreement to have canopies on grass and umbrellas on beach. Director Neel continued by
217 reviewing parking policy. Each household is allowed one resident parking pass. Online
218 reservations for the pavilions start three days in advance. Otherwise, they can call and same day
219 reservations are not allowed. Refunds are not given for natural causes or inclement weather, but
220 rescheduling is allowed. He proposed a change in the fee schedule providing for a fine for
221 pavilion groups who arrive early or leave late. It is an inconvenience for staff maintaining the
222 pavilions and groups waiting for the late groups to clear the pavilions, especially Canyon
223 pavilions. Non-residents with a pavilions reservation will still pay the parking pass.

224 Councilmember Miller asked if there will be any signs or is a written policy online.
225 Director Neel stated it will be online. Councilmember Miller asked about loud music. Director
226 Neel stated music is not in the policy currently. Administrator Fitzgerald agreed that it can be
227 added and other cities have them. Chief Finlayson stated that staking out turf and loud music
228 were the most common police calls to Bartholomew Park last year. Councilmembers Snelson and
229 Nelson voiced their agreement with the suggestions.

230

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

231 Mayor Pro Tem Snelson asked for any other comments. There was none.

4. CLOSED SESSION

234 *The Springville City Council may temporarily recess the regular meeting and convene in a*
235 *closed session to discuss the character, professional competence, or physical or mental health of*
236 *an individual, pending or reasonably imminent litigation, and the purchase, exchange, or lease*
237 *of real property, as provided by Utah Code Annotated Section 52-4-205*
238

240 There was none.

ADJOURNMENT

241 COUNCILMEMBER JENSEN MOVED TO ADJOURN THE WORK/STUDY
242 MEETING OF THE SPRINGVILLE CITY COUNCIL AT 7:00 P.M. COUNCILMEMBER
243 NELSON SECONDED THE MOTION, ALL VOTED AYE.

244
245 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on*
246 *Tuesday, April 17, 2018.*

247 *I, Kim Rayburn, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for*
248 *Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and*
249 *accurate, and complete record of this meeting held on Tuesday, April 17, 2018.*

250

251

252

Kim Rayburn, CMC
City Recorder



STAFF REPORT

DATE: June 19, 2018
TO: Honorable Mayor and City Council
FROM: Corey Merideth, Recreation Director
SUBJECT: FARMERS MARKET CONTRACT

RECOMMENDED MOTION

Motion to APPROVE contract between Springville City and Sunset Farmers Market.

BACKGROUND

Sunset Farmers Market has changed ownership and names. It was formerly called Happy Valley Farmers Market with Jamie Wadley. Now it is Sunset Farmers Market and Jessica Jex and family are running the markets. We are going to keep the Mondays but move locations from Museum to Civic Center. Dates that were agreed upon are Monday evenings from 5pm – 9pm;

July 9, 2018
July 16, 2018
July 23, 2018
July 30, 2018
August 6, 2018
August 13, 2018
August 20, 2018
August 27, 2018
September 3, 2018
September 10, 2018
September 17, 2018 – Springville Birthday
September 24, 2018
October 1, 2018
October 8, 2018
October 15, 2018
October 22, 2018
October 29, 2018

Sunset Farmers Market is made up of a community of local farmers and artisans with a common goal in mind- to bring our community together and celebrate our talent within it. Our market was established to provide a place to find fresh, local produce and unique, handmade items.

DISCUSSION

Staff asked a question to HVFM why do we pay them to run the market and what does Springville City get from hosting the market. Here is their response;

The biggest reason is **Community** (This will be Springville City's farmers market) Plus you don't have to hire anyone.

Happy Valley Farmers Market is made up of a community of local farmers and artisans with a common goal in mind- to bring our community together and celebrate our talent within it. Our market was established to provide a place to find fresh, local produce and unique, handmade items.

Community, it is who we are.

Buy Local.

Eat Fresh.

Live Happy.

Springvilles' new farmers market will stimulate local Economics.

ALTERNATIVES

Different sites that were looked at included Museum, Library and Arts Park.

FISCAL IMPACT

Springville City will pay \$3,000 to sunset Farmers Market in exchange for them scheduling vendors, making sure they have State Tax ID. This takes the burden off city employees having to find vendors, schedule and making sure they have the right tax information. All the money earned by Sunset will go back in to the Farmers Market. Springville City will charge vendors for power at Civic Center, did not have that option at Museum.

Corey Merideth
Recreation Director

Attachments - Contract

RESOLUTION #2018-XX

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ON AGREEMENT BETWEEN SUNSET FARMERS MARKET AND THE CITY OF SPRINGVILLE, UTAH REGARDING THE 2018 SEASON OF MARKETS.

WHEREAS, Sunset Farmers Market is providing the Springville City Farmers Market;

WHEREAS, the City is hosting the Farmers Market;

WHEREAS, it is the mutual benefit of both Sunset Farmers Market and Springville City to enter into an agreement providing for the parties' joint efforts to a local Farmers Market, and;

WHEREAS, an Agreement, in the form attached hereto as **Exhibit A**, has been prepared to define the joint election administration and responsibilities.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Springville, Utah:

1. The Agreement attached hereto as **Exhibit A** is hereby approved.
2. The Mayor is hereby authorized to execute the Agreement in substantially the form attached hereto as **Exhibit A**, with such minor changes and modifications as may be recommended by the City's legal counsel.

This resolution shall take effect immediately, as allowed by law.

PASSED AND APPROVED this 19th day of June, 2018.

Richard J. Child, Mayor

ATTEST:

Kim Rayburn, City Recorder

AGREEMENT
(Sunset Farmers Market)

Agreement made the 19 day of June, 2018, by and between Springville City, a municipality of the State of Utah, with its principal office at 110 South Main Street, Springville, Utah (hereinafter referred to as “Springville”) and Sunset Farmers Market a DBA (Sole Proprietorship) of Jessica Emily Jex Carter, with its principal office at 1755 N 2800 W, Provo, Utah 84601(hereinafter referred to as “Sunset”).

1. Purpose. Springville wishes to have an innovative farmers’ market held on the Springville Civic Center grounds, as specified herein (the “Farmers’ Market”), and Sunset has agreed to operate and manage the Farmers’ Market in accordance with this Agreement.

2. Location, Dates & Time. The parties desire to locate the Farmers’ Market on Civic Center grounds, located at approximately 110 South Main in Springville (the “Farmers’ Market Site”). The Farmer’s Market site is shown on Exhibit “A.” The parties agree that Springville has the unilateral right to relocate the Farmer’s Market Site should it be necessary to do so for any reason or no reason. In the event that the Farmers’ Market Site is relocated somewhere besides the Civic Center, the parties will discuss the new site before site is moved.

The Farmers’ Market shall run in the months of July through October 2018, from 5:00 pm to 9:00 pm on the following dates:

July 9, 2018	August 20, 2018	September 24, 2018
July 16, 2018	August 27, 2018	October 1, 2018
July 23, 2018	September 3, 2018	October 8, 2018
July 30, 2018	September 10, 2018	October 15, 2018
August 6, 2018	September 17, 2018	October 22, 2018
August 13, 2018	**Birthday Theme**	October 29, 2018

Sunset may begin setting up the Farmers’ Market two (2) hours before the Farmers’ Market is to begin on the above listed dates. The Farmers’ Market must be cleaned up within one (1) hour after the Farmers’ Market ends as stated on the above dates.

3. Term of Contract. This Agreement shall remain in effect through October 31, 2018.

This agreement may be terminated by either party by providing a ten (10) day written notice of termination.

4. Payments. Springville City shall pay Sunset the total amount of \$3,000 for operating the Farmers’ Market. The \$3,000 shall be paid to Sunset in three (3) payments of

\$1,000 each. The first payment will be paid on or before July 1, 2018. The second payment will be paid on or before August 20, 2018. The third payment will be paid within five days after the last day of the 2018 Farmers' Market.

5. Springville's Responsibilities. Springville's sole responsibility under this Agreement shall be to provide the grounds for the Farmers' Market.

6. Sunset's Responsibilities.

a. Farmers' Market Activities. Sunset shall provide those Farmers' Market Activities as listed on Exhibit "B."

b. Electrical Power and Other Utilities. Sunset shall furnish all electric power and other utilities required for operation of the Farmers' Market. In the event that Sunset desires to obtain such electricity from Springville's municipal electric power system it shall pay all appropriate connection fees and charges for electric power and energy as provided by Springville's current power rate resolution. Any such connection shall be made in accordance with all applicable electrical codes.

c. Trash. Sunset shall be responsible for garbage collection within the premises of the Farmers' Market Site. Sunset shall restore the Farmers' Market Site to its prior condition upon conclusion of each day the Farmers' Market is held. Such restoration shall include cleaning and removal from the site of all refuse and debris. The City will provide trash dumpsters for Farmers Market to use.

d. Federal, State & Local Laws. Sunset shall operate the Farmers' Market in accordance with all relevant Federal, State and local laws, including, but not limited, to all worker's compensation and employer's liability insurance requirements. Sunset shall provide a certificate of insurance, or other document acceptable to the city, that verifies that Sunset has Workers' Compensation Insurance. In the event that Sunset subcontracts any work for the Farmers' Market, Sunset shall require the subcontractor(s) similarly to provide worker's compensation insurance as required by the laws of the State of Utah.

7. Indemnity. Sunset shall indemnify, release and defend, with counsel of Springville's choice, and hold Springville and its elected officials, appointed officers, employees, agents, representatives, and volunteers harmless from and against any and all loss, damage, injury, death, accident, fire, or other casualty, liability, claim, lawsuit, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including Springville's property, from or by any person, entity, claimant, third party, Sunset and/or Sunset's employees, subcontractors, volunteers, invitees, agents or any other person or entity that is part of the Farmers' Market, arising from or relating to (1) Sunset's operations under this Agreement; (2) any use of the Farmers' Market Site; (3) the Farmers' Market; (4) any act or omission of Sunset; (5) any bodily injury, property damage, accident, fire

or other casualty to or involving Sunset or Sunset's employees, subcontractors, volunteers, invitees, agents or any other person or entity related to the Farmers' Market and its or their property on the Farmers' Market Site and/or adjacent areas caused by any act of Sunset or Sunset's employees, subcontractors, volunteers, invitees, agents or any other person or entity related to the Farmers' Market; (6) any violation by Sunset of any law or regulation now or hereafter enacted; (7) any loss resulting from the failure of Sunset to maintain the Farmers' Market Site in a safe condition, (8) any loss or theft whatsoever of any property or anything placed or stored by Sunset or Sunset's employees, subcontractors, volunteers or agents on or about the Farmers' Market Site and/or adjacent areas, and (9) any breach by Sunset of its obligations under this Agreement. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement, as long as the acts or conduct from which the claim arises occurs prior to the expiration or termination of this Agreement.

8. Insurance. Sunset shall, at Sunset's sole expense, maintain a policy of comprehensive commercial liability insurance insuring Springville's interests against claims for personal injury, bodily injury, death, and property damage arising out of Sunset's operation of the Farmers' Market and required duties under this Agreement, covering personal injury liability, bodily injury liability, and property damage liability on occurrence form of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate with waiver of rights of subrogation. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations during the Farmers' Market. Springville must be endorsed as an additional insured on such policy.

9. 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, the prevailing party shall be entitled to recover its attorney's fees and costs from the breaching party or parties.

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

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

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

Notices: Any notice, demand, request, consent, approval or other communication (collectively, the "Notices") required or permitted to be given by any provision of this agreement shall be in writing and sent by hand-delivery, by special courier (for example Federal Express), by United States Certified Mail (return receipt requested, postage prepaid), or by telefax, addressed to the party to be so notified. Notice pursuant to this Agreement shall be deemed

given pursuant to the following rules: if hand delivered, at the time of delivery; if sent by special courier, on the third (3rd) day after deliver to the courier; if mailed, on the later of the date of receipt or the third day after deposit thereof in the United States Mails; and if sent by telefax, on the date that the telefax is acknowledged as received.

Assignment: Neither party may assign this Agreement without the written consent of the other party.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement at Springville, Utah, the date first above written.

SPRINGVILLE CITY

BY: _____
Richard J. Child, Mayor

Attest:

City Recorder

SUNSET FARMERS MARKET

By: _____
Jessica Emily Jex Carter, General Manager



STAFF REPORT

DATE: June 15, 2018
TO: Honorable Mayor and City Council
FROM: Lisa Bullock, Business Licensing
SUBJECT: CLASS B BEER LICENSE FOR MAGLEBY'S GRILL & OYSTER BAR

RECOMMENDED MOTION

Motion to APPROVE THE ISSUANCE OF A CLASS B BEER LICENSE TO MAGLEBY'S GRILL AND OYSTER BAR LOCATED AT 198 SOUTH MAIN

BACKGROUND

Springville City Municipal Code requires any person engaging in the business of beer retailer, in bottles, original containers, or draft, within the limits of the City to first procure a license from the City as provided in Title 7, Chapter 3.

- No license may be granted to sell beer in any dance hall, theater, or in the proximity of any church or school.
- The license shall at all times be conspicuously displayed on the premises.
- All licensees shall comply with the Utah Alcoholic Beverage Control Act and the regulations of the Utah Alcoholic Beverage Control Commission.
- All licensed premises shall be subject to inspection by any officer, agent, or peace officer of the City, the State Liquor Control Commission, or the Utah County Health Department; and every licensee shall at the request of the Utah County Board of Health furnish to it samples of beer which the licensee shall have for sale.
- A person under the age of twenty-one (21) may not sell beer on the premises of a beer retailer for off-premise consumption.
- It shall be unlawful to sell beer to any person under the age of twenty-one (21) years, or to any person who is intoxicated or under the influence of an intoxicating beverage.
- It shall be unlawful to advertise the sale of beer, except under such regulations as are made by the Alcoholic Beverage Control Commission.
- Licensed premises shall be kept brightly illuminated at all times while occupied for business, and no booth, blind or stall shall be maintained unless all tables, chairs, and occupants, if any therein, are kept open to the full view from the main floor at the entrance of such licensed premises.
- No licensee shall violate the terms of the license issued; nor, unless he shall be so licensed, shall he sell beer in the original containers, or draft beer for consumption on the premises, or permit any beer to be consumed on the premises.

- It shall be unlawful for any person to sell beer to any person between the hours of 12:00 midnight and 6:00 a.m.
- It shall be unlawful for any person to sell beer through a “drive-up” window, meaning that beer cannot be sold or dispensed to any person sitting in a motor vehicle or on a motorcycle.
- If a beer retailer sells alcoholic beverages for off-premise consumption, the beer retailer shall not place any alcoholic beverage for sale or storage within fifteen (15) feet of any and all of the beer retailer’s customer entrances.
- A licensee involved in the transaction of retail beer sales for off-premise consumption (Class “A” retail sales) shall require any and all employees who directly supervise the sale of beer to a customer for consumption off the premises, or who sells beer to a customer for consumption off the premises, to obtain a Certificate of Completion from a statewide alcohol training and education seminar as required by Utah State Code Section 32A-10-103 and 62A-15-401.
- All employees of a Licensee involved in the transaction of retail beer sales will be required to possess and wear a unique identification badge while on duty. This badge shall be worn on the front of the employee’s clothing, visible above the waist, bearing the first or last name, initials, or unique identification letters or numbers that are sufficiently large to be clearly visible and identifiable.
- The Licensee is required to inform the City of any employee possessing a valid certificate whose employment is terminated for conduct that would be punishable under the statutes or ordinances regulating alcoholic beverages.
- Licensees shall maintain a record of badges assigned and the record must be available for immediate inspection. The record must include the employee’s full name, address, and driver license number or similar identification number.
- Licensees shall permit law enforcement officers and Utah County Health Department employees to conduct random compliance checks on licensee’s premises.

DISCUSSION

The Code requires the applicant to meet several requirements before a license is issued.

1. Any applicant, partner, managing agent, officer or director who holds at least 20-percent stock of the applicant corporation will not be allowed to sell beer at retail unless he shall be of good moral character, over the age of 21, and a citizen of the United States
2. A license shall not be issued to anyone who has been convicted of any felony, or any violation of a federal, state or city law concerning the sale, manufacture, distribution, warehousing, adulteration, or transportation of alcoholic beverages.
3. A license shall not be issued to anyone who has been convicted of a violation relating to alcoholic beverages, or of drunken driving, or of keeping a gambling or disorderly house.
4. One Class “B” license will be available to a Tavern or other qualified applicant for every 6,000 people within the City of Springville as determined by the most recent Governor’s Office of Budget and Planning report. The report shall be rounded to the

nearest 1,000 people and the number of licenses available shall always be rounded down to a whole number.

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

Magleby's Grill & Oyster Bar is owned by Richard Parkinson. He is in good standing with the Division of Corporations and Commercial Code. Mr. Parkinson has provided a background check to Springville City.

This is an existing restaurant serving beer and wine in Springville City. There are no schools, public libraries, public playgrounds, or parks in the vicinity. There is one church in the vicinity, but it is further away than the 180 feet restriction in our City Code.

FISCAL IMPACT

The business license fee for the year has been paid by Richard Parkinson. The beer license fee (\$300.00) and application fee (\$100.00) have been collected. Expenses anticipated by the City are costs for the enforcement of the beer licensing provisions by the Police department and code enforcement officer.

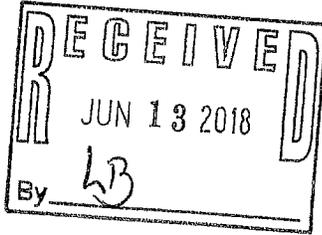
Lisa Bullock
Business Licensing

Attachments

cc: Kim Rayburn, City Recorder



Springville



Springville City

BUSINESS LICENSING DEPARTMENT
110 South Main, Springville, Utah 84663
Phone: 801-489-2704 Fax: 801-489-2716
www.springville.org

BEER LICENSE APPLICATION

City License #

Name of Business MAGLEBYS	Phone # 801-374-6249	DBA #	*Type of License Class A <input type="checkbox"/> Class B <input checked="" type="checkbox"/> Class C <input type="checkbox"/>
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Business Address
Street: **198 S. Main St.** Springville, Utah 84663

Fed ID # 201405088	State Tax # 11979316803 WITH
------------------------------	--

APPLICANT
Name: **Richard H. Parkinson** Address: _____

Birthdate: _____ Social Security #: _____ Drivers Lic. #: _____

Have you ever been convicted of a felony? Yes No
 In the last twenty-four months have you been arrested for any alcohol related offense? Yes No If yes, to any of these questions, attach an extra page listing date, location, and circumstances surrounding the offense.

IF A PARTNERSHIP OR CORPORATION, LIST THE FOLLOWING INFORMATION ON ALL CONTROLLING* PARTNERS/OFFICERS/DIRECTORS

Name: **n/a** Address: _____
 Birthdate: _____ Social Security #: _____ Drivers Lic. #: _____

Have you ever been convicted of a felony? Yes No
 In the last twenty-four months have you been arrested for an alcohol related offense? Yes No If yes, to any of these questions, attach an extra page listing date, location, and circumstances surrounding the offense.

Name: **n/a** Address: _____
 Birthdate: _____ Social Security #: _____ Drivers Lic. #: _____

Have you ever been convicted of a felony? Yes No
 In the last twenty-four months have you been arrested for an alcohol related offense? Yes No If yes, to any of these questions, attach an extra page listing date, location, and circumstances surrounding the offense.

Name: **n/a** Address: _____
 Birthdate: _____ Social Security #: _____ Drivers Lic. #: _____

Have you ever been convicted of a felony? Yes No
 In the last twenty-four months have you been arrested for an alcohol related offense? Yes No If yes, to any of these questions, attach an extra page listing date, location, and circumstances surrounding the offense.

*Controlling" = if partnership, all partners must be listed; if a corporation, managing agents, officers or directors holding at least 20-percent of the issued and outstanding stock of the applicant corporation (additional pages may be attached)

- *LICENSE CLASSIFICATIONS
- Class A Beer License: License to sell beer on the licensed premises in original containers for **off-premise consumption**.
 - Class B Beer License: License to sell beer on the licensed premises in original containers for **on-premise consumption**.
 - Class C Beer License: License to sell beer on the licensed premises **in containers or on draft for on or off premise consumption**.

COMPLETE THE FOLLOWING TO INDICATE THE ENTIRE NATURE OF YOUR BUSINESS

Type of Business? Tavern Grocery Store Convenience Store Other, list type: RESTAURANT

I understand all persons selling alcoholic beverages must be 21 years old or older. RP (initial)

Is this business open to the public? Yes No Members Only? Yes No

How long have you been the owner of this business at this location? 8 years

Do you understand that gambling and/or dancing are not permitted if you are issued this license? Yes No

I understand that all employees who sell beer or directly supervise the sale of beer must complete the statewide alcohol training and education seminar required by Utah Code Sections 32A-10-103 and 62A-15-401 and be certified within 30 days of the date they are hired. RP (initial)

I understand that I must abide by all the laws and regulations of the Utah Beverage Control Act and Springville City Ordinance, Title 7, Section 3, Beer Sales. RP (initial)

I swear under oath that all facts in this report are true and that I give consent for a background check.

x Kenneth H. Pendergast
Signature of Applicant

6-13-18
Date

Beer Licenses expire on December 31 of each year. Renewal Form and Fee are due on or before December 31. Failure to meet the renewal requirements shall result in automatic forfeiture of the license; effective on the date the existing license expires. Springville City Code §7-3-7(2)

FEES:

\$100.00 Application Fee

\$600.00 License Fee (Class A)

\$300.00 License Fee (Class B & C)

Total Fees Due \$ \$300.00

FOR OFFICIAL USE ONLY

CITY COUNCIL: Approval Date: _____ Denial Date: _____ Notes: _____

RECOMMENDATION AND FINDINGS OF POLICE CHIEF:

General reputation and character of persons habitually frequenting this establishment General Public

Nature and kind of business conducted at this establishment by applicant or any other person Public restaurant

Alcohol served or drunk at this establishment Yes

Nature and kind of entertainment, if any light live music

Gambling or dancing permitted by applicant upon premises No

Proximity to any church > 300'; school > 1000'; public library > 700'; public playground > 400'; or park > 300'

Recommendation of Police Department: Approval () Approval with Conditions () Denial

Comments: Established business w/ no history of problems.

x [Signature]
Police Chief Approval

Date: 6-14-18



Department of Public Safety

KEITH D. SQUIRES
Commissioner

Receipt No: 2018083976

State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Criminal History Report

This is an official Utah Criminal History Report for the following person:

Name: RICHARD HOYAL PARKINSON	Date of Birth:
Other Names Used: No other names exist.	
Other Dates of Birth Used: No other birth dates exist.	

NO CRIMINAL RECORD FOUND

This report reflects the criminal history as of: **05/24/2018**

The Bureau of Criminal Identification did not find a match for this individual in the Utah Criminal History database.

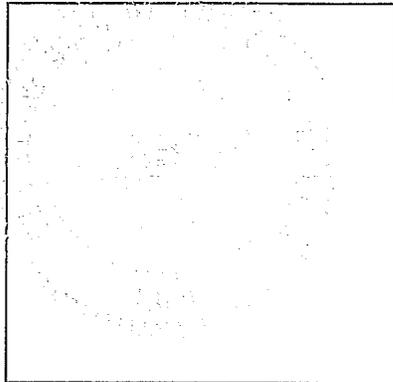
The database was searched by name only. If there had been a record it would have been verified by fingerprint comparison.

This is a report of search results from the Utah Criminal History file only. It does not preclude the existence of juvenile arrests, arrests in other states, or arrests not reported to the Bureau of Criminal Identification.

This report is not valid without the official seal of the State of Utah embossed in the box to the right.

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


Signature of B.C.I. official



LIMITED-SERVICE RESTAURANT LIQUOR LICENSE

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant.

AUTHORITY: Utah Code 32B-1-202; 32B-5-201 through 203; 32B-5-205 and -206

Springville City
Local business license authority

City Town County

hereby grants its consent to the issuance of a Limited-Service restaurant liquor license to:

Business Name (DBA): MAGLEBY'S RESTAURANT

Entity Name (or owner's name if sole proprietor): MAGLEBY'S RESTAURANT

Location Address: 198 S. Main St.

Springville Utah 84663

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is also acceptable. The local consent must be submitted to the DABC by the applicant as part of a complete application.



STAFF REPORT

DATE: June 19, 2018
TO: Mayor and City Council
FROM: Bradley D. Stapley, Director of Public Works
SUBJECT: AWARD MULTI-YEAR CONTRACT FOR CENTERLINE STRIPING

RECOMMENDED ACTION

Motion to award a multi-year contract for the purpose of painting centerline striping and bike path lines on specified roads within Springville City to Done Rite Lines, LLC in the amount of \$32,633.73 (per year), and authorize the Director of Public Works to issue a Notice to Proceed for the project.

GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

The Springville City General Plan's Transportation and Circulation section lists the following goal:

To provide and maintain a vibrant multi-modal transportation network that encourages flow, safety, and a consideration for the aesthetics of the community.

SUMMARY OF ISSUES/FOCUS OF ACTION

This contract between Done Rite Lines, LLC and Springville City will increase the safety of vehicles on collector roads and cyclists on the Hobble Creek Parkway Trail.

DISCUSSION

Within Springville City there are 197,295 linear feet of road that require centerline striping and 28,229 linear feet of road with bike path lines, including 43 bike symbols. As roads are re-surfaced and paint fades or deteriorates, it becomes necessary to paint new lines every year.

FISCAL IMPACT

Done Rite Lines, LLC submitted the only bid for this project at \$33,633.73, as shown below.

Exhibit "B"

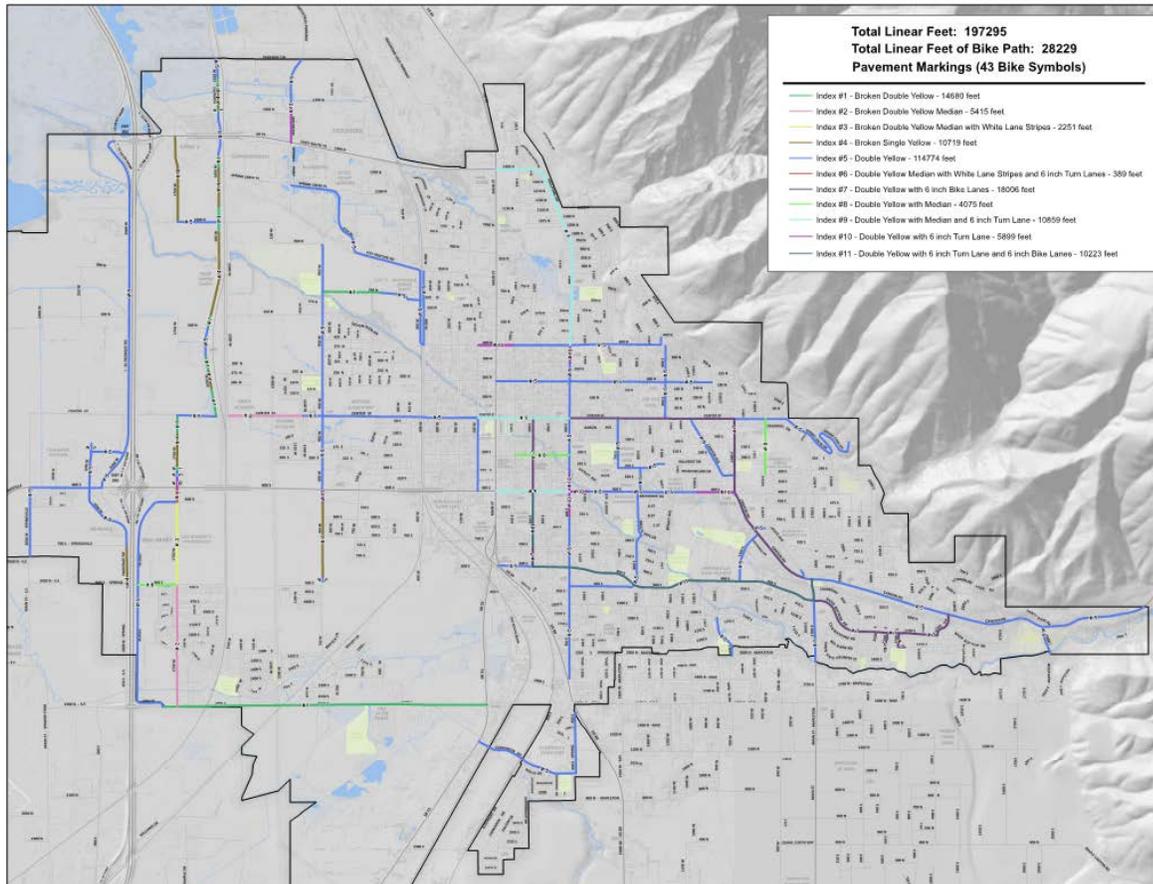
Map Index	Description	Estimated Quantity	Unit	Unit Cost	Total Amount
1	Broken Double Yellow	14,680.00	L.F.	.17	2495.60
2	Broken Double Yellow Median	5,415.00	L.F.	.13	703.82
3	Broken Double Yellow Median with White Lane Stripes	2,251.00	L.F.	.16	360.16
4	Broken Single Yellow	10,719.00	L.F.	.14	1500.66
5	Double Yellow	114,774.00	L.F.	.17	19511.58
6	Double Yellow Median with White Lane Stripes and 6 inch Turn Lanes	389.00	L.F.	.45	175.05
7	Double Yellow with 6 inch Bike Lanes	18,006.00	L.F.	.21	3781.26
8	Double Yellow with Median	4,075.00	L.F.	.18	733.50
9	Double Yellow with Median and 6 inch Turn Lane	10,859.00	L.F.	.20	2171.80
10	Double Yellow with 6 inch Turn Lane	5,899.00	L.F.	.20	1179.80
11	Double Yellow with 6 inch Turn Lane and 6 inch Bike Lanes	10,223.00	L.F.	.21	2146.83
12	Pavement Markings (43 Total Bike Symbols)	43	Each	13.00	559.00
		Bid Total:			
Notes					
Total Linear Feet of Road		197,295.00			
Total Linear Feet of Road with Bike Path		28,229.00			32,633.73

PAVEMENT MARKING PAINT BID WITH UDOT SPECIFICATION WATERBOURNE PAINT AND REFLECTIVE GLASS BEAD

Quantity is measured by the the length of the Road, NOT the exact Linear Feet of the required painting.
 Example: (Double yellow) estimated quantity = 100 linear feet, Unit Cost should include 200 linear feet to include Two 4" yellow lines.

I have read and understand the 2018 Paint Street Striping Agreement: *HL* (initial)

Business Name: Done Rite Lines LLC
 Contact Person: Trent Hoover
 Address: 1420 W 1600 N
Mapleton UT 84664
 Phone Number: 801-489-6875





PROFESSIONAL AGREEMENT WITH INDEPENDENT CONTRACTOR

This Agreement is made this _____ day of _____, 2018, by and between **SPRINGVILLE CITY**, 110 S Main, Springville, Utah (hereinafter referred to as the “City”), and _____ (hereinafter referred to as the “Contractor”).

RECITALS

A. Contractor owns and operates a **Paint Striping** business at the address set forth above, and owner desires to have the following services performed within Springville City: **Centerline striping and bike path lines on specified roads within the City.**

B. Contractor agrees to perform these services for owner under the terms and conditions set forth in this contract.

NOW THEREFORE, in consideration of the mutual promises set forth in this contract, it is agreed by and between the City and Contractor:

Description of Work: The work to be performed by Contractor includes all services generally performed by Contractor in Contractor’s usual line of business, including those specific services listed on Exhibit “A.”

Payment: Owner will pay contractor the total sum of \$ _____ per year for the work to be performed under this contract. The unit cost amounts that make up the total sum is attached as Exhibit “B”. Payments will be made within 30 days of receipt of invoice.

Term of the Contract: The Contract shall run for a term of three consecutive years. Each year the outlined streets shall be painted before September 15th. In the event the parties mutually decide to extend this Agreement beyond the term outlined in this Agreement, the parties shall negotiate new terms, conditions and provisions to this Agreement. This is a multi-year contract beginning July 1, 2018 and ending on September 15, 2020.

Default: A default hereunder shall occur if either party shall default in the performance or observation of any covenant or condition of this Agreement to be performed or observed, or by breach of any duty set forth in Exhibit A hereto. If Contractor fails to complete its assigned duties as set forth herein, Contractor shall be in default.

Remedies: In the event of any breach or default of this Agreement by either party hereto, as defined in the section entitled “Default,” then this Agreement may be declared terminated by the non-breaching party. This Agreement and the terms and conditions shall then expire upon receipt of the notice of termination by the breaching party. The rights and remedies afforded to the non-breaching party in the foregoing sentence shall not be exclusive, but shall be in addition

to all other legal rights and remedies. The exercise of any right or remedy by the non-breaching party shall not be to the exclusion of any other right or remedy.

Termination: This Agreement may be terminated at any time and for any reason or no reason by the City by the City giving a 30 days prior written notice of termination.

Independent Contractor: Contractor's relationship with City under this Agreement shall be that of an independent contractor. Contractor certifies that he has done work for others in a similar capacity. All training of Contractor's employees, if any, shall be done by Contractor and not by the City. Contractor is exercising its own discretion in the method and manner of performing its duties, and the City will not exercise control over contractor or its employees.

Taxes and Laws: Contractor acknowledges that, as an independent contractor, Contractor is responsible for paying all state and local taxes. Contractor is responsible for workman's compensation and other insurance required by law. Contractor certifies that Contractor has complied with all Federal, State and Local laws regarding business licenses, permits and certificates.

Time is of the Essence: Both parties acknowledge that time is of the essence.

Liability: The work to be performed under this contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract.

Bond: Contractor acknowledges and agrees that a bond is required for the Project. Contractor will furnish to Owner a Performance Bond in an amount that equals five percent (5%) of the payment by Owner to Contractor for the repairs of the improvements.

Insurance: Contractor agrees to obtain and maintain general public liability insurance and property damage insurance with the Owner named as an additional insured, at the rate of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate throughout the construction period.

Warranty: The Contractor agrees to warrant and assume responsibility for all products it uses and services it provides to the City under this contract for a period of one year.

Indemnity: Contractor and its successor and assigns hereby agrees to indemnify, defend (with counsel acceptable to the City) and hold the City, its elected officials, officers, employees and volunteers harmless from any and all liens, encumbrances, costs, demands, claims, judgments, injuries, employee claims and/or damage caused or arising out of (a) the acts and omissions of Contractor and its agents, servants, employees, and/or contractors and (b) any work performed by the Contractor, its agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

Other Laws: Contractor may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health

Administration regulations. Contractor agrees to comply with all laws during construction of the improvements under this contract.

Assignment: Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of Owner, which shall not be unreasonably withheld.

Attorney's Fees: If any party is required to retain legal counsel in order to enforce this Agreement, with or without the commencement of a formal legal action, such party shall be entitled to recover its attorney's fees and costs from the breaching party or parties. In addition, City shall be entitled to attorney's fees and costs for all expenses arising out of a default by the Contractor.

Change Orders: The parties may agree to change the scope of the work contained in the Project. Change Orders must be in writing and signed by both parties. Change Orders must contain the change agreed upon and a specific cost or credit associated with the change in work.

Non-appropriation of Funds: The Contractor acknowledges that the City cannot contract for the payment of funds not yet appropriated by the Springville City Council. If funding to the City is reduced due to an order by the City Council, or the Mayor or designee, or is required by State law, or if federal funding (when applicable) is not provided, the City may terminate this contract or proportionately reduce the services and purchase obligations from the City upon 30 days written notice. In the case that funds are not appropriated or are reduced, the City will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the City will not be liable for any future commitments, penalties, or liquidated damages.

Quantity Estimates: The City does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount. The City may make an award for all or some of the items set forth in the RFP and reserves the right to reject any or all proposals.

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

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

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

Notices: Any notice, demand, request, consent, approval or other communication (collectively, the "Notices") required or permitted to be given by any provision of this agreement shall be in writing and sent by hand-delivery, by special courier (for example Federal Express), by United States Certified Mail (return receipt requested, postage prepaid), or by telefax, addressed to the party to be so notified. Notice pursuant to this Agreement shall be deemed given pursuant to the following rules: if hand delivered, at the time of delivery; if sent by special courier, on the third

(3rd) day after deliver to the courier; if mailed, on the later of the date of receipt or the third day after deposit thereof in the United States Mails; and if sent by telefax, on the date that the telefax is acknowledged as received.

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

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

Conflict of Interest: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws to any officer or employee of the Springville City.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective for all purposes as of the date first written above.

SPRINGVILLE CITY

By: _____
Title: _____

CONTRACTOR –

By: _____
Title: _____

EXHIBIT "A"

- A. Furnish, place, maintain, and remove all traffic control signs and devices. Traffic control must comply with Manual on Uniform Traffic Control Devices (MUTCD).
- B. Notify Public Safety if vehicles need to be moved.
- C. Do not work in the direction of rush hour traffic during peak commute times.
- D. Paint streets (Refer to the attached street map) using Type "F" (Fast Dry) ready-mix AASHTO (M-248) paint and Glass Beads (M-247), according to map provided with bid. The streets shall be painted annually for a period of three years.
- E. Coordinate start date with Jason Riding, Street's Superintendent, to make sure all road surface treatments have been completed. Roads will not be painted at the same time each year, depending on road construction projects. Contractor may be asked to paint some roads early summer and come back towards end of summer to finish remaining. Re-striping of certain roads may be needed throughout the year, and contractor will need to be available within a 2 week notice period.



STAFF REPORT

DATE: June 5, 2018

TO: Honorable Mayor and City Council

FROM: Bruce Riddle, Finance Director

SUBJECT: FY 2019 FINAL BUDGET - ENTERPRISE FUND TRANSFERS

RECOMMENDED MOTION

Other than opening a Public Hearing, no formal action is required of the City Council. It is proposed that the public hearing be opened on June 5, 2018 and any comments from the public heard. The public hearing would then continued until June 19, 2018, where any additional comments by the public can be made prior to a vote on the FY 2019 Final Budget.

SUMMARY OF ISSUES/FOCUS OF ACTION

State statute (Utah Code 10-6-135.5) requires, among other things, that a municipality intending to transfer money from an enterprise fund to another fund of the city to hold a separate and independent public hearing to provide for public comment on these intended transfers.

BACKGROUND

During the 2017 Session, the Utah Legislature passed HB 164 (Municipal Enterprise Fund Amendments), which modified language relating to transfers of money from a municipal enterprise fund to another fund. The requirements of the new legislation include: (a) providing public notice of the intended transfer (including a letter sent to utility customers, e-mailing the letter to paperless billing customers, and posting the letter on the city's website and any social media platforms used by the city), (b) clearly identifying the transfer in the budget document, and (c) holding a separate and independent public hearing related to the transfer.

DISCUSSION

The City has complied with the requirements of the new State law. A copy of the letter that was sent to the utility customers is attached to this staff report.

ALTERNATIVES

The public hearing is required if the Council intends to include transfers in the budget. The City Council could remove transfers from the budget.

FISCAL IMPACT

The transfers included in the FY 2019 budget total \$4,750,892. Alternate funding sources or budget reductions would be required if the transfers were eliminated.

CITY COUNCIL AGENDA

Meeting Date: June 5, 2018



Notice to Springville Utility Customers

State law requires that the City provide an annual disclosure of money transferred from an enterprise fund (typically a utility service) to any other fund of the City. Springville’s Fiscal Year 2019 Tentative Budget includes a set percentage transfer of five percent of operating revenues from each of the utility enterprise funds (Water, Sewer, Electric, Storm Drain, and Solid Waste) to the City’s General Fund. The transfer amount also includes the value of utilities provided to the general fund at no charge. Transfers are amounts that cannot be defined as reasonable allocations of costs between funds and are not typically repaid.

As has been its practice for many years, the City of Springville has budgeted for the transfer of money from its utility enterprise funds to the general fund as a return on investment to its shareholders, the Springville City rate payers. These funds are used each year to help cover costs of important city services like police, fire, library, senior center, parks, recreation and other city functions. The utility transfer helps keep property taxes low in Springville.

Separate from these operating transfers, the enterprise funds pay an administrative charge to cover the costs of centralized services provided by the general fund to the enterprise funds. These services include but are not limited to utility billing, accounting, payroll, legal, human resources, engineering and facility maintenance. These administrative fees are calculated by the Finance Department and are considered to be reasonable allocations of costs between funds.

The following are Fiscal Year 2019 transfers and administrative fees:

Fund	FY 2019 Expenditure Budget	Transfer To	Transfer Amount	% of Expenditure Budget	Admin. Fees	% of Budget
Water	\$ 5,241,017	General Fund	\$ 302,435	5.8%	\$548,700	10.5%
Sewer	\$ 4,686,817	General Fund	\$ 276,205	5.9%	\$413,667	8.8%
Electric	\$ 28,442,722	General Fund	\$ 1,784,994	6.3%	\$700,310	2.5%
Storm Water	\$ 1,521,839	General Fund	\$ 77,023	5.1%	\$304,207	20.0%
Solid Waste	\$ 1,758,500	General Fund	\$ 77,275	4.4%	\$208,547	11.9%
Golf	\$ 924,000	General Fund	\$ -	0.0%	\$ 57,530	6.2%

Public hearings will be held on Tuesday, June 5 and June 19, 2018 at 7:00 p.m. at the City Council Chambers located at the Springville City Center, 110 South Main Street, Springville, Utah. The public hearings will be to discuss the proposed dividend transfer in the Fiscal Year 2019 Budget and the adoption of the Tentative Budget as the Final Budget for the 2019 fiscal year.

More information about the City’s Budget is available at:
<https://www.springville.org/finance/budgets/>

Thank you for your support and involvement as a customer of Springville Utilities.



STAFF REPORT

DATE: June 5, 2018
TO: Honorable Mayor and City Council
FROM: Bruce Riddle, Finance Director
SUBJECT: SPRINGVILLE CITY FY 2019 FINAL BUDGET

RECOMMENDED MOTION

The Finance Department recommends that the City Council approve **A RESOLUTION ADOPTING A BUDGET FOR SPRINGVILLE CITY CORPORATION IN THE AMOUNT OF \$74,916,597 FOR EXPENDITURES AND TRANSFERS IN THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019.**

SUMMARY OF ISSUES/FOCUS OF ACTION

The Uniform Fiscal Procedures Act for Utah Cities (Utah Code 10-6-114) requires that Springville City advertise and hold a public hearing to gather comments on the budget tentatively adopted in the May Council meeting. Additionally, state statute (Utah Code 10-6-118) requires the city to adopt a final budget on or before June 22 of each fiscal period.

BACKGROUND

The City Council held a budget retreat on April 10, 2018 where budget materials previously distributed were presented and discussed. Taking input from the Council, the staff made minor changes to the budget documents presented in the retreat and on May 1, 2018, the Springville City Council adopted a Tentative Budget for the 2018-2019 fiscal year. The Tentative Budget was made available for public review for at least 10 days prior to the adoption of the Final Budget as required by state law. Since the May 1, 2018 Council Meeting, additional budget information has become available and subsequently included in the final budget document. A list of changes is attached to this report.

DISCUSSION

The Final Budget document is attached for reference to this report. The document includes a budget message from Administrator Fitzgerald as well as budget summaries and detail. Since the adoption of the Tentative Budget in May minor changes have been made as outlined in Exhibit A (attached).

CITY COUNCIL AGENDA

Meeting Date: June 5 & 19, 2018

ALTERNATIVES

The Council can provide additional direction on items in the Tentative Budget; however the Council is required by State statute to adopt a Final Budget no later than June 22, 2016.

FISCAL IMPACT

Details of the estimated revenues and expenditures are included in the documents distributed to the Council. The budget as proposed includes no new tax increase. There are inflationary rate increases proposed in the Solid Waste, Sewer and Storm Water utilities. There were a number of new or modified fees included in the Comprehensive Fee Schedule.

Exhibit A
Proposed Changes from 5/1/18 Tentative Budget

Item	Pg #	Fund	Acct #	Description	Tent. Budget Amt	Final Budget Amt	Variance	Notes
1		Fee Schedule		Customer-owned generation export rate			-	Inadvertently left off Tentative fee schedule
2		Solid Waste	57-5750-240	Recycling Expense	22,500	27,600	5,100	Adj. per SUVSWD budget
3		Solid Waste		Increase Operating Reserves	15,278	10,178	(5,100)	Adj. per SUVSWD budget

RESOLUTION #2018-XX

A RESOLUTION ADOPTING A BUDGET FOR SPRINGVILLE CITY CORPORATION IN THE AMOUNT OF \$74,916,597 FOR EXPENDITURES AND TRANSFERS IN THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019.

WHEREAS, tentative budgets ("Tentative Budgets") in proper form have been prepared for all funds for which a budget is required by Utah State Law; and,

WHEREAS, the Tentative Budgets, together with supporting schedules and data have been available for public inspection in the office of the City Recorder as required by law; and,

WHEREAS, on June 5 and June 19, 2018 the Municipal Council held duly noticed public hearings to receive public comment and ascertain the facts regarding the Tentative Budgets, which facts and comments are found in the hearing record; and,

WHEREAS, all interested persons were heard, for or against the estimates of revenue and expenditures as set forth in the Tentative Budgets; and,

WHEREAS, all statutory and legal requirements for the final adoption of said budgets have been completed; and

WHEREAS, after considering the Administration's recommendations, and facts and comments presented to the Municipal Council, the Council finds (i) the budgets should be adopted as set forth below; and (ii) such action reasonably furthers the health, safety and general welfare of the citizens of Springville City.

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

PART I:

The Springville City expenditure and transfer budgets in the amount of \$74,916,597 as set forth in the attached Final Budget document including budgets for capital improvements are hereby adopted for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

PART II:

All outstanding encumbrances and project/grant balances as of June 30, 2018 approved by the Budget Officer shall be continued and re-appropriated for expenditure into the 2018-2019 fiscal year.

PART III:

The projects within the Capital Improvement funds cannot be deleted, changed in budget amount or new projects added without a resolution by the Municipal Council.

PART IV:

The Springville Municipal Council adopts the Certified Tax Rate of 0.001914 to be levied on all taxable property within the corporate limits of Springville City in order to support the tax revenue in the General Fund and Debt Service Fund.

PART V:

Employee compensation for the 2018-2019 fiscal year shall be shown on the FY 2018–2019 Pay Scale included in the Final Budget document as Exhibit “A” except as may be later amended by the Municipal Council. Salaries for elected and statutory officers will be set in accordance to an ordinance adopted concurrently with this Budget Resolution.

PART VI:

Personnel positions for the 2018–2019 fiscal year shall be shown on the FY 2018–2019 Authorized Position List included in the Final Budget document as Exhibit “B” except as may be later amended by the Municipal Council.

PART VII:

Authorized fees and charges to defray the cost of City programs and services during the 2018-2019 fiscal year shall be as shown on the Comprehensive Fee Schedule included in the Final Budget document as Exhibit "C" except as may be later amended by the Municipal Council.

PART VIII:

The final budget shall be certified and filed with the State Auditor and in the office of the City Recorder as required by law and shall be available to the public during regular business hours.

PART IX:

The budgets hereby adopted include payment, on behalf of qualifying employees, of their portion of certain retirement account contributions.

PART X:

This resolution shall take effect immediately.

END OF RESOLUTION.

PASSED AND APPROVED this 19th day of June 2018.

Richard J. Child, Mayor

ATTEST:

Kim Rayburn, City Recorder



STAFF REPORT

DATE: June 19, 2018
TO: Honorable Mayor and City Council
FROM: Bruce Riddle, Finance Director
SUBJECT: FY 2018 BUDGET AMENDMENT

RECOMMENDED MOTION

The Finance Department recommends adopting Resolution _____ to open and amend the General Fund, Capital Improvement Fund, and Special Trusts Fund budgets for operational and capital expenses and applying to the Fiscal Year ending June 30, 2018 as outlined in Exhibit A (attached).

SUMMARY OF ISSUES/FOCUS OF ACTION

The Uniform Fiscal Procedures Act for Utah Cities sets forth the procedures for the governing body to review and increase or decrease the appropriations in operating and capital budgets of the city. The resolution will provide the budget authority for the city to proceed with the projects detailed in the report.

BACKGROUND

Unexpected revenues and expenses have emerged since the beginning of the budget year. In order to proceed with addressing the variations from the original budget, The Council will need to take action through amending the budget.

DISCUSSION

In response to new developments and after reviewing the various fund budgets the Finance Department recommends a number of budget appropriations before closing out the year. Requests for appropriation as well as the funding sources are summarized in Exhibit A (attached). Brief descriptions of the recommended actions are as follows:

- *General Fund.*
 - *Community Development/Building Inspections* – The department utilized contract inspection services to supplement in-house staff during the year. This overage will need to be covered with fund reserves.
 - *Art Museum* – A capital project was inadvertently budgeted and funded in operations. This amendment simply moves the funding to the CIP fund where it should have originally been funded. The Art Museum also received a \$500,000 donation, which is to be received in the Special Trusts Fund.

CITY COUNCIL AGENDA

Meeting Date: June 19, 2018

- *Airport* – This amendment is to properly appropriate the fund balance associated with the Airport to an account that allows us to transfer it to Spanish Fork.
- *Transfers* – In anticipation of a surplus in the general fund that would exceed the 25% state limit, this appropriation would move excess fund balance to the CIP fund. The actual amount to be transferred would be calculated upon closing the books for FY2018.
- *CIP Fund*
 - *Clyde Recreation Center Project* – This amendment recognizes \$1,000,000 of the Clyde Co.’s \$2,000,000 donation (the other \$1,000,000 will be recognized in FY19 and FY20 budgets per agreement) along with an additional \$600,000 from the Nebo School District and appropriates those funds to the project.

ALTERNATIVES

The Council has the alternative of considering different funding sources than those recommended by staff in Exhibit A. However, taking no action at all on the resolution will leave the staff without the budget authority to proceed with these projects and services.

FISCAL IMPACT

The fiscal impacts of the proposed appropriations are included in Exhibit A.

Exhibit A

**City of Springville
Budget Amendment Form**

Fiscal Year Ending June 30, 2018

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
Revenues									
	45	3600	360	Grants	145,000	600,000		745,000	NSD additional funding for CRC
	45	3600	650	Transfer from G.F.	1,277,000	1,028,000		2,305,000	Transfer surplus, project revenue
	45	3800	883	Donations for Buildings	0	1,000,000		1,000,000	Clyde Co. donation for CRC
	84	3000	611	Donations	0	500,000		500,000	George Q. Morris Foundation donation to Art Museum
	Utilize Reserves					297,000			
	Total Revenue Amendments					3,425,000			
Expenditures									
	10	4160	310	Professional Services	10,000	27,000		10	4160
	10	4530	310	Professional Services	30,500			10	4530
	10	9000	874	Transfer to CIP Fund	1,277,000	1,028,000		10	9000
	10	9000	879	Transfer to Airport	0	270,000		10	9000
	45	4530	732	A/V Equipment	0	28,000		45	4530
	45	4560	813	Aquatic and Activity Center	11,649,564	1,600,000		45	4560
	Increase Reserves					500,000			
	Total Expenditure Amendments					3,425,000			

Requested by:

Council Approval:
Date: _____
Resolution #: _____

Processed: (Finance Dept. Use Only)
Date: _____
By: _____
JE: _____

RESOLUTION #2018-xx

A RESOLUTION OPENING AND AMENDING THE GENERAL FUND, CAPITAL IMPROVEMENT FUND AND SPECIAL TRUSTS FUND BUDGETS FOR OPERATIONAL AND CAPITAL EXPENSES APPLYING TO THE FISCAL YEAR ENDING JUNE 30, 2018 AS OUTLINED IN EXHIBIT A.

WHEREAS, the City Council has received a recommendation from the Administration that the Springville City General Fund, Capital Improvement Fund, and Special Trusts Fund budgets be opened and amended for operational and capital expenses; and,

WHEREAS, on June 19, 2018 the City Council held a duly noticed public hearing to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record; and,

WHEREAS, all persons for and against the proposed appropriation were given an opportunity to be heard; and,

WHEREAS, after considering the Administration's recommendation, and facts and comments presented to the City Council, the Council finds the proposed appropriations 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 Budget Officer is hereby authorized and directed to amend the budgets in the General Fund, Capital Improvement Fund, and Special Trusts Fund, for operational and capital expenses as outlined in Exhibit A.

PART II:

This resolution shall take effect immediately.

PASSED AND APPROVED this 19th day of June 2018.

Richard J. Child, Mayor

ATTEST:

Kim Rayburn, City Recorder

RESOLUTION #2018-xx

Exhibit A

**City of Springville
Budget Amendment Form**

Fiscal Year Ending June 30, 2018

<i>Item</i>	<i>Fund</i>	<i>Dept.</i>	<i>Acct.</i>	<i>Description</i>	<i>Beginning Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Amended Budget</i>	<i>Purpose and Funding Source</i>
Revenues									
	45	3600	360	Grants	145,000	600,000		745,000	NSD additional funding for CRC
	45	3600	650	Transfer from G.F.	1,277,000	1,028,000		2,305,000	Transfer surplus, project revenue
	45	3800	883	Donations for Buildings	0	1,000,000		1,000,000	Clyde Co. donation for CRC
	84	3000	611	Donations	0	500,000		500,000	George Q. Morris Foundation donation to Art Museum
	Utilize Reserves					297,000			
	Total Revenue Amendments					3,425,000			
Expenditures									
	10	4160	310	Professional Services	10,000	27,000		37,000	Inspection services
	10	4530	310	Professional Services	30,500		28,000	2,500	Transfer to CIP
	10	9000	874	Transfer to CIP Fund	1,277,000	1,028,000		2,305,000	Transfer GF surplus to CIP
	10	9000	879	Transfer to Airport	0	270,000		270,000	Close out Airport Fund to S.F.
	45	4530	732	A/V Equipment	0	28,000		28,000	Project from operations
	45	4560	813	Aquatic and Activity Center	11,649,564	1,600,000		13,249,564	Additional funding for CRC
	Increase Reserves					500,000			
	Total Expenditure Amendments					3,425,000			



STAFF REPORT

DATE: June 13, 2018

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 3-1-118 FO THE SPRINGVILLE CITY CODE, WHICH SECTION PROVIDES DATES FOR SELLING AND DISCHARGING FIREWORKS.

RECOMMENDED MOTION

Motion to approve Ordinance No. __ that amends Section 3-1-118 to comply with state law concerning the allowed dates for selling and discharging fireworks.

BACKGROUND

State law has changed a number of times over recent years with respect to the dates each year that Class C common state-approved explosives are allowed to be sold and discharged. During this last legislative session, HB 38 reduced the number of days Class C fireworks may be sold and discharged in the summer as follows:

- Sold:
 - Prior to HB 38 – June 23 to July 27
 - After HB 38 – June 24 to July 25
- Discharged:
 - Prior to HB 38 – July 1 to July 7 and July 21 to July 25
 - After HB 38 – July 2 to July 5 and July 22 to July 25

Instead of continuing to amend the City's fireworks ordinance with respect to dates and times, the proposed ordinance simply adopts state law.

For background to the proposed ordinance, a Class C common state approved explosive as found in the ordinance means, "a firework that (a) is purchased at retail for use by a consumer; and (b) is not a Class C dangerous explosive."

FISCAL IMPACT

None.

Attachments: Proposed Ordinance

CITY COUNCIL AGENDA

Meeting Date: June 19, 2018

ORDINANCE #XX-2018

AN ORDINANCE AMENDING SECTION 3-4-118 OF THE SPRINGVILLE CITY CODE, WHICH SECTION PROVIDES DATES FOR SELLING AND DISCHARGING FIREWORKS.

WHEREAS, the 2018 House Bill 38 revised the lawful dates and times for selling fireworks in the State of Utah; and

WHEREAS, Section 3-4-118 of the Springville City Code contains dates and times that are now in non-compliance with Utah State Code; and

WHEREAS, the Springville City Council does now desire to hereby approve and adopt amendments to Section 3-4-118 of the Springville City Code to bring Springville’s fireworks ordinance in compliance with state law.

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

SECTION 1: Section 3-4-118 of the Springville City Code is hereby amended to read as follows:

3-4-118 Sale and Use of Class C Fireworks.

Class C common state-approved explosives may be sold and discharged in the City on those dates and at those times allowed by Section 53-7-225 of the Utah Code Annotated, as amended from time to time, and/or any other state statutes that govern the sale and discharge of Class C common state-approved explosives. ~~included on the list published by the Utah State Fire Marshal may be sold within the City during the period beginning June 20 and ending at 12:00 midnight on July 25, and during the period beginning December 20 and ending at 12:00 midnight January 2, and fifteen (15) days before and on the Chinese New Year each year pursuant to the provisions of the Chapter, and not otherwise. Class C common state-approved explosives may be discharged three days prior to, and on the day of, and three days following July 4, July 24, January 1, and the Chinese New Year, except as set forth in section 3-4-21.~~

(1979 Code 3-4-18; adopted by Ordinance No. 4-82; amended by Ordinances No. 16-83, 14-92 and 18-01)

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

ADOPTED by the City Council of Springville, Utah, this ____ day of _____, 2018.

Richard J. Child, Mayor

ATTEST:

Kim Rayburn, City Recorder