

City of La Verkin

435 North Main St., La Verkin Utah, 84745

(435) 635-2581 Fax (435) 635-2104

www.laverkin.org

La Verkin City Council Meeting **Amended** Agenda

Wednesday, December 6, 2023, 6:00 p.m.

Council Chambers, 111 S. Main, La Verkin, Utah

5:00 p.m. Work Meeting

1. La Verkin topside, America First Credit Union

A. Meeting Called to Order: Invocation/Thought by Invitation; Pledge of Allegiance

B. Recognition:

1. Mayor Wilson-Outgoing Councilmember

C. Consent Agenda: (Items on the consent agenda may not require discussion. These items will be a single motion unless removed at the request of the Mayor or City Council.)

1. Declarations of conflict of interest
2. Agenda
3. Meeting Minutes: November 1, 2023, regular meeting
4. Checks and Invoices: \$312,456.52

D. Public Hearing:

1. Class B Liquor License Application-Red Fort LLC, Shamsher Singh

E. Business:

1. Presentation, discussion, and possible action to accept the fiscal year ending June 30, 2023, Financial Audit.
2. Discussion and possible action to issue Red Fort LLC a Class B Liquor License.
3. Discussion and possible action to ratify the Mayor's signature on Resolution R-2023-16; a resolution authorizing the execution and delivery of an Municipal Lease-Purchase Agreement with respect to the acquisition, financing and leasing of certain equipment for the public benefit within the terms provided herein; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by this resolution.
4. Discussion and possible action to approve Work Release No. 2023-3, Transportation Master Plan, Impact Fee Facilities Plan, and Impact Fee Analysis with Sunrise Engineering to update the existing Transportation Master Plan, Impact Fee Facilities Plan, and Impact Fee Analysis.
5. Discussion and possible action to approve Work Release No. 2023-4, Wanlass Park Concept Plan with Sunrise Engineering for engineering work connected with the possible improvements made to Wanlass Park.
6. Discussion and possible action to approve Ordinance No. 2023-14; an ordinance amending Ordinance No. 2022-08 of the La Verkin City Code relative to the City's regulations for landscaping and water conservation applicable to the development of land in La Verkin City.
7. Discussion and possible action to approve an agreement with Interstate Rock Products for engineering and design services for the Zion Corridor Trail through Cottonwood Hollow, contingent upon a reimbursement contract being approved and signed between Washington County and La Verkin City.
8. Discussion and possible action to set a public hearing for an ordinance amending Title 3, Chapter 2 of the La Verkin City Code adding definitions for a recreational facility, creating a Class C and Class D alcohol license, allowing on-site alcoholic beverage sales, setting quotas and licensing requirements for distribution of alcoholic beverages in a recreation facility, and amending and updating various sections of the Code, for Wednesday, January 3, 2024.
9. Discussion and possible action to ratify an agreement between La Verkin City and the Law Office of **Jenkins Bagley** for legal services.
10. Discussion and possible action to approve the Rim to River Trail proposal prepared by Singletrack Trails.
11. Discussion and possible action to approve the annual payment of \$6,500 to the Zion Regional Collaborative and authorize the Mayor to sign the Independent Contractor Agreement when received.

12. Discussion and possible action to accept the General Election Canvass.
13. Discussion and possible action to award the bid for the 2024 Council Chamber Remodel Project.

F. Mayor & Council Reports:

Mayor Wilson:

Blair Gubler: Washington County Solid Waste, Homeland Security/CERT

Wise: Planning Commission/Zoning, Beautification/Trails Committee, Economic Development/Tourism

Micah Gubler: Public Safety, Recreation/City Festivals

Hirschi: Fire District, Ash Creek Special Service District, DTEC

Hardy: Southwest Mosquito Abatement, Historical Preservation

G. Citizen Comment & Request for Future Agenda Items: No action may be taken on a matter raised under this agenda item. This item is reserved for the citizens of La Verkin who have items not listed on this agenda. There is a time limit of 20 minutes with each individual taking no more than 3 minutes.

H. Adjourn:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Christy Ballard, City Recorder, (435) 635-2581, at least 48 hours in advance.

Certificate of Posting

The undersigned City Recorder does hereby certify that the agenda was sent to each member of the governing body, sent to the Spectrum newspaper, posted on the State website at <http://pmn.utah.gov>, posted on the La Verkin City website at www.laverkin.org and at the city office buildings

111 S. Main and 435 N. Main on **December 4, 2023**

Christy Ballard, City Recorder

City of La Verkin

435 North Main St., La Verkin Utah, 84745

(435) 635-2581 Fax (435) 635-2104

www.laverkin.org

La Verkin City Council Meeting Agenda

Wednesday, December 6, 2023, 6:00 p.m.

Council Chambers, 111 S. Main, La Verkin, Utah

5:00 p.m. Work Meeting

1. La Verkin topside, America First Credit Union

A. Meeting Called to Order: Invocation/Thought by Invitation; Pledge of Allegiance

B. Recognition:

1. Mayor Wilson-Outgoing Councilmember

C. Consent Agenda: (Items on the consent agenda may not require discussion. These items will be a single motion unless removed at the request of the Mayor or City Council.)

1. Declarations of conflict of interest
2. Agenda
3. Meeting Minutes: November 1, 2023, regular meeting
4. Checks and Invoices: \$312,456.52

D. Public Hearing:

1. Class B Liquor License Application-Red Fort LLC, Shamsher Singh

E. Business:

1. Presentation, discussion, and possible action to accept the fiscal year ending June 30, 2023, Financial Audit.
2. Discussion and possible action to issue Red Fort LLC a Class B Liquor License.
3. Discussion and possible action to ratify the Mayor's signature on Resolution R-2023-16; a resolution authorizing the execution and delivery of an Municipal Lease-Purchase Agreement with respect to the acquisition, financing and leasing of certain equipment for the public benefit within the terms provided herein; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by this resolution.
4. Discussion and possible action to approve Work Release No. 2023-3, Transportation Master Plan, Impact Fee Facilities Plan, and Impact Fee Analysis with Sunrise Engineering to update the existing Transportation Master Plan, Impact Fee Facilities Plan, and Impact Fee Analysis.
5. Discussion and possible action to approve Work Release No. 2023-4, Wanlass Park Concept Plan with Sunrise Engineering for engineering work connected with the possible improvements made to Wanlass Park.
6. Discussion and possible action to approve Ordinance No. 2023-14; an ordinance amending Ordinance No. 2022-08 of the La Verkin City Code relative to the City's regulations for landscaping and water conservation applicable to the development of land in La Verkin City.
7. Discussion and possible action to approve an agreement with Interstate Rock Products for engineering and design services for the Zion Corridor Trail through Cottonwood Hollow, contingent upon a reimbursement contract being approved and signed between Washington County and La Verkin City.
8. Discussion and possible action to set a public hearing for an ordinance amending Title 3, Chapter 2 of the La Verkin City Code adding definitions for a recreational facility, creating a Class C and Class D alcohol license, allowing on-site alcoholic beverage sales, setting quotas and licensing requirements for distribution of alcoholic beverages in a recreation facility, and amending and updating various sections of the Code, for Wednesday, January 3, 2024.
9. Discussion and possible action to ratify an agreement between La Verkin City and the Law Office of Barney, McKenna & Olmstead for legal services.
10. Discussion and possible action to approve the Rim to River Trail proposal prepared by Singletrack Trails.
11. Discussion and possible action to approve the annual payment of \$6,500 to the Zion Regional Collaborative and authorize the Mayor to sign the Independent Contractor Agreement when received.

12. Discussion and possible action to accept the General Election Canvass.
13. Discussion and possible action to award the bid for the 2024 Council Chamber Remodel Project.

F. Mayor & Council Reports:

Mayor Wilson:

Blair Gubler: Washington County Solid Waste, Homeland Security/CERT

Wise: Planning Commission/Zoning, Beautification/Trails Committee, Economic Development/Tourism

Micah Gubler: Public Safety, Recreation/City Festivals

Hirschi: Fire District, Ash Creek Special Service District, DTEC

Hardy: Southwest Mosquito Abatement, Historical Preservation

G. Citizen Comment & Request for Future Agenda Items: No action may be taken on a matter raised under this agenda item. This item is reserved for the citizens of La Verkin who have items not listed on this agenda. There is a time limit of 20 minutes with each individual taking no more than 3 minutes.

H. Adjourn:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Christy Ballard, City Recorder, (435) 635-2581, at least 48 hours in advance.

Certificate of Posting

The undersigned City Recorder does hereby certify that the agenda was sent to each member of the governing body, sent to the Spectrum newspaper, posted on the State website at <http://pmn.utah.gov>, posted on the La Verkin City website at www.laverkin.org and at the city office buildings

111 S. Main and 435 N. Main on December 1, 2023

Christy Ballard, City Recorder

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
30563	BUGMAN PEST CONTROL	51621	11/1/2023	10/3/2023	\$578.00 418.00	104510.250	Parks EQUIPMENT OPERATIN	Monthly weed and fertilizer for parks and cemetery
					160.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
31086	BUGMAN PEST CONTROL	51621	11/1/2023	11/1/2023	\$578.00 418.00	104510.250	Parks EQUIPMENT OPERATIN	Monthly weed and fertilizer for parks and cemetery
					160.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
	Vendor Total:				\$1,156.00			
RFD 100040630.	*Bishoff, Dakota & Dustin	51631	11/1/2023	11/1/2023	\$67.34 67.34	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040630 - *Bishoff, Dakota & Dustin
111123	*Valle, Maria	51655	11/14/2023	11/11/2023	\$200.00 200.00	102331	Building/Park Rental deposit	Refund building rental deposit
RFD 100040048.	*Williams, Joy	51632	11/2/2023	11/2/2023	\$60.06 60.06	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040048 - *Williams, Joy
111323	ACEVEDO, SALLE	51656	11/13/2023	11/13/2023	\$40.00 40.00	103470.1	Holiday / Theater	Refund booth rental- canceled due to health reasons
PR110323-258	AFLAC	51633	11/8/2023	11/8/2023	\$87.48 87.48	102224	Health Savings Account	AFLAC EE
PR111723-258	AFLAC		11/21/2023	11/21/2023	\$87.48 \$174.96	102224	Health Savings Account	AFLAC EE
37426 PO# 5092	ALPHA ENGINEERING CO	51693	11/28/2023	11/27/2023	\$960.50 960.50	104510.480	Parks RAP Tax	Engineering work done on Rim to River Trail
1092061	ALSCO	51634	11/3/2023	10/18/2023	\$64.73 1.95 4.53 3.88 3.24 20.71 14.24 3.88 1.94 3.24 3.88 3.24	104160.270 104240.250 104410.250 104410.250 104410.745 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg B&G OPERATION AND M Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel
1093196	ALSCO	51634	11/3/2023	10/25/2023	\$64.73 1.95 4.53 3.88 3.24 20.71	104160.270 104240.250 104410.250 104410.250 104410.745	Bldg B&G OPERATION AND M Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME	Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
1093308	ALSCO	51634	11/3/2023	10/25/2023	14.24	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					3.88	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.94	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					3.24	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					3.88	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					3.24	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$2.22			
					0.07	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					0.16	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.13	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
1094330	ALSCO	51634	11/3/2023	11/1/2023	0.11	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.71	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					0.49	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					0.13	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.07	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.11	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.13	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.11	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$68.80			
					2.05	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
1095478	ALSCO	51657	11/13/2023	11/8/2023	4.82	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					4.13	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.44	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					22.02	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					15.14	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					4.13	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					2.06	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					3.44	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					4.13	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					3.44	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
1095478	ALSCO	51657	11/13/2023	11/8/2023	\$68.80			
					2.05	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					4.82	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					4.13	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.44	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					22.02	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					15.14	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					4.13	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					2.06	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					3.44	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
1096581	ALSCO	51657	11/16/2023	11/15/2023	4.13	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					3.44	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$68.80			
					2.05	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					4.82	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					4.13	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.44	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					22.02	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					15.14	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					4.13	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
1097649	ALSCO	51657	11/20/2023	11/20/2023	\$79.47	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					2.06	536310.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					3.44	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					4.13	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					3.44	556350.440		
					\$79.47			
					2.40	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					5.56	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					4.77	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.97	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					25.43	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					17.48	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					4.77	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					2.38	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					3.97	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					4.77	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					3.97	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$68.80			
1098742	ALSCO	51694	11/29/2023	11/29/2023	\$486.35			
					2.05	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					4.82	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					4.13	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.44	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					22.02	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					15.14	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					4.13	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					2.06	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					3.44	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					4.13	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					3.44	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$486.35			
103123	ASH CREEK SPECIAL SERVICE DIST		11/3/2023	12/15/2023	\$61,453.73		Sewer PAYMENT TO ASH CRE	Oct 2023
281033	BALLARD'S NURSERY	51659	11/14/2023	11/3/2023	\$414.55	526260.520	Parks EQUIPMENT OPERATIN	Trees
1888 PO# 5072	BLACK RIDGE COLLISION, LLS	51635	11/7/2023	11/6/2023	\$1,000.00	104510.250	O&M EQUIPMENT OPERATIN	Repair scratch on Derek's truck
Nov23-3115	BLOMQUIST HALE CONSULTING GR	51596	10/30/2023	11/1/2023	\$91.80	101562	PEHP/AFLAC Insurance Clearin	Employee assistance coverage
UT202302979	BLUE STAKES OF UTAH 811	51597	11/1/2023	10/31/2023	\$31.51	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
5483 PO# 5080	Bruce Electric Contractors, Inc	51660	11/16/2023	11/13/2023	\$7,525.00	104510.480	Parks RAP Tax	Power for Winter Fest Booths & Events
350390	BUCK'S ACE HARDWARE	51598	10/31/2023	10/24/2023	\$5.87		Bldg B&G OPERATION AND M	Adapter
					0.19	104160.270	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.41	104240.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.35	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.29	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.88	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
350447	BUCK'S ACE HARDWARE	51598	10/30/2023	10/26/2023	\$182.43			
					5.47	104160.270	Bldg B&G OPERATION AND M	Deck sprayer, linseed oil
					12.77	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					10.95	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					9.12	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					58.38	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					40.13	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					10.95	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					5.47	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					9.12	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					10.95	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					9.12	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$199.00			
					199.00	104540.610	Rec EVENTS, FAIRS, & FESTI	supplies
350505	BUCK'S ACE HARDWARE	51636	11/7/2023	10/30/2023	\$47.83			
350506	BUCK'S ACE HARDWARE	51598	10/30/2023	10/30/2023	1.44	104160.270	Bldg B&G OPERATION AND M	Saw blades, drill bits, tork
					3.35	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.87	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.39	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					15.31	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					10.52	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					2.87	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.43	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					2.39	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					2.87	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					2.39	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$29.35			
					29.35	104510.250	Parks EQUIPMENT OPERATIN	Sharpening file, files
					\$38.66			
350573	BUCK'S ACE HARDWARE	51598	11/2/2023	11/1/2023	1.16	104160.270	Bldg B&G OPERATION AND M	Drill bits, gloves
					2.71	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.32	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.93	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					12.37	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					8.51	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					2.32	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.16	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					1.93	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					2.32	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					1.93	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$26.69			
					26.69	104160.270	Bldg B&G OPERATION AND M	Toilet repair
					\$1.88			
					1.88	104540.610	Rec EVENTS, FAIRS, & FESTI	Tarp
350662	BUCK'S ACE HARDWARE	51636	11/6/2023	11/6/2023	\$26.69			
350666	BUCK'S ACE HARDWARE	51636	11/7/2023	11/6/2023	\$1.88			

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
350667	BUCK'S ACE HARDWARE	51636	11/7/2023	11/6/2023	(\$132.45) -132.45	104540.610	Rec EVENTS, FAIRS, & FESTI	tools
350668	BUCK'S ACE HARDWARE	51636	11/7/2023	11/6/2023	\$92.45	104540.610	Rec EVENTS, FAIRS, & FESTI	tools
350711	BUCK'S ACE HARDWARE	51661	11/13/2023	11/8/2023	\$7.62	104160.270	Bldg B&G OPERATION AND M	plugs and caps
350732	BUCK'S ACE HARDWARE	51661	11/13/2023	11/8/2023	\$58.70	104160.270	Bldg B&G OPERATION AND M	Christmas lights
350744	BUCK'S ACE HARDWARE	51661	11/13/2023	11/9/2023	\$5.33	104160.270	Bldg B&G OPERATION AND M	Iron snapbolt for gate
					0.15	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.37	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.32	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.27	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					1.71	104410.745	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.17	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.32	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.16	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.27	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.32	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					0.27	556350.440		
350859	BUCK'S ACE HARDWARE	51661	11/16/2023	11/14/2023	\$108.50	104160.250	Bldg EQUIPMENT OPERATING	Crescent park Christmas lighting
350863	BUCK'S ACE HARDWARE	51661	11/16/2023	11/14/2023	\$117.43	104140.270	Admin B&G OPERATION AND	Crescent park Christmas lighting
350872	BUCK'S ACE HARDWARE	51661	11/16/2023	11/15/2023	\$24.71	104140.270	Admin B&G OPERATION AND	Crescent park Christmas lighting
350875	BUCK'S ACE HARDWARE	51661	11/16/2023	11/15/2023	\$42.33	104140.270	Admin B&G OPERATION AND	Lighting the L supplies
350895	BUCK'S ACE HARDWARE	51661	11/17/2023	11/16/2023	\$16.01	104160.270	Bldg B&G OPERATION AND M	universal joint
					0.49	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.12	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.96	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.80	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					5.12	104410.745	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.52	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.96	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.48	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.80	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.96	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					0.80	556350.440		
					\$29.88			
350999	BUCK'S ACE HARDWARE	51695	11/22/2023	11/21/2023	0.92	104160.270	Bldg B&G OPERATION AND M	coord
					2.09	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.79	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.49	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					9.56	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					6.57	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.79	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
351005	BUCK'S ACE HARDWARE	51695	11/27/2023	11/21/2023	\$61.36	104510.250	Parks EQUIPMENT OPERATIN	supplies to replace ruined stuff in wanlass park bathrooms
351107	BUCK'S ACE HARDWARE	51695	11/28/2023	11/27/2023	\$35.56	516340.250	O&M EQUIPMENT OPERATIN	Gloves, hose clamp
664549468	CenturyLink	51696	11/22/2023	11/21/2023	\$168.14	104140.280	Admin UTILITIES	111 S Main street
664562175	CenturyLink	51696	11/22/2023	11/12/2023	\$316.17	104140.280	Admin UTILITIES	111 S Main street
949-1023	CenturyLink	51599	10/30/2023	10/19/2023	\$53.45	104253.280	Animal UTILITIES	435 N Main
979-1123	CenturyLink	51662	11/20/2023	11/7/2023	\$73.05	536310.450	Irrigation WATER MAIN REPAIR	Animal shelter
0799456	Citi Cards		10/31/2023	10/31/2023	\$66.29	104540.610	Rec EVENTS, FAIRS, & FESTI	DSL @ Filter station
103023	Citi Cards		10/31/2023	10/30/2023	\$100.21	104620.610	Comm COMMUNITY DEVELOP	tools
103123	Citi Cards		11/1/2023	10/31/2023	\$146.22	104620.610	Comm COMMUNITY DEVELOP	Directors Lunch with Kevin, Dereek & Nick
110723	Citi Cards		11/13/2023	11/8/2023	\$13.49	104111.230	Council TRAVEL & TRAINING	Staff meeting- 30 year for Ashely and Kevin
111323	Citi Cards		11/13/2023	11/13/2023	\$46.34	104140.315	Admin COMPUTER EQUIPME	Managers Luncheon
11272023	Citi Cards		11/28/2023	11/27/2023	\$100.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Domain renewal
112723	Citi Cards		11/28/2023	11/27/2023	\$100.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Gift Cards for Red Fort for Winter Fest
120098202932	Citi Cards		11/6/2023	11/4/2023	\$379.01	104140.290	Admin TELEPHONE/COMMUNI	Gift Cards for Winter Fest from River Rock Roasters
304501	Citi Cards		11/2/2023	10/30/2023	\$4.79	104540.610	Rec EVENTS, FAIRS, & FESTI	Phones
3705839	Citi Cards		11/13/2023	11/9/2023	\$506.00	104140.315	Admin COMPUTER EQUIPME	Picture for Foyer
41BF467-0062	Citi Cards		11/27/2023	11/26/2023	\$54.00	104620.610	Comm COMMUNITY DEVELOP	Mini computer for front desk
50204121	Citi Cards		10/30/2023	11/27/2023	\$31.99	104540.610	Rec EVENTS, FAIRS, & FESTI	Website hosting

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
599855	Citi Cards		11/1/2023	11/1/2023	\$379.01	104140.290	Admin TELEPHONE/COMMUNI	Phones
6152257	Citi Cards		11/13/2023	11/13/2023	\$179.58	104620.610	Comm COMMUNITY DEVELOP	WiFi access point for 111 S Main
6485 PO# 5100	Citi Cards		11/28/2023	11/27/2023	\$100.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Gift Cards to Stage Coach Grille - Winter Fest
6850610	Citi Cards		11/13/2023	11/9/2023	\$39.50	104140.315	Admin COMPUTER EQUIPME	wireless keyboard and mouse
8000100 PO# 5061	Citi Cards		11/7/2023	10/30/2023	\$17.45	104620.610	Comm COMMUNITY DEVELOP	Staff Picture for Hallway
8449821	Citi Cards		11/13/2023	11/9/2023	\$74.70	104140.315	Admin COMPUTER EQUIPME	2 wireless keyboards and mouse
99 PO# 5101	Citi Cards		11/28/2023	11/27/2023	\$50.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Winter Fest Gift Cards from Dairy Queen
Vendor Total:					\$2,388.58			
12805	CITY OF ST GEORGE	51637	11/6/2023	11/1/2023	\$11,459.74	104210.410	Police DAT/INVESTIGATION/DI	FY24 2nd QTR dispatch fees
426507	D.A.T. MANAGEMENT, INC.	51663	11/13/2023	11/4/2023	\$150.00	516660.240	Admin OFFICE EXPENSE, SUP	Annual membership
					75.00	556350.240	Drainage OFFICE EXPENSE, S	Annual membership
101823	Davis Food & Drug #4/Farmers Market	51664	11/20/2023	10/18/2023	\$45.77		Bldg B&G OPERATION AND M	razor blades
					1.36	104160.270	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.20	104240.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.75	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.29	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					14.65	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					10.07	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					2.75	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.37	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					2.29	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					2.75	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					2.29	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
102123	Davis Food & Drug #4/Farmers Market	51664	11/20/2023	10/21/2023	\$185.15		Animal MISC SUPPLIES	Supplies for Animal shelter Halloween
					185.15	104253.610		
102623	Davis Food & Drug #4/Farmers Market	51664	11/20/2023	10/26/2023	\$59.40		Police OFFICE EXPENSE, SUP	supplies
					59.40	104210.240		
103023	Davis Food & Drug #4/Farmers Market	51600	10/30/2023	10/30/2023	\$18.98		Streets STREET IMPROVEME	Concrete
					18.98	104410.745		
103123	Davis Food & Drug #4/Farmers Market	51638	11/6/2023	10/31/2023	\$18.98		Bldg B&G OPERATION AND M	50lb quickset concrete
					18.98	104160.270		
110123	Davis Food & Drug #4/Farmers Market	51600	11/2/2023	11/1/2023	\$18.13		Bldg B&G OPERATION AND M	Drill bits
					0.53	104160.270	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.27	104240.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.09	104410.250		

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
110223 PO# 5066	Davis Food & Drug #4/Farmers Market	51638	11/7/2023	11/3/2023	\$106.95	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					106.95	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
110423	Davis Food & Drug #4/Farmers Market	51684	11/13/2023	11/4/2023	\$194.74	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					194.74	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
						536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
						536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
						556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
						556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
111123	Davis Food & Drug #4/Farmers Market	51697	11/20/2023	11/11/2023	\$12.28	104540.610	Rec EVENTS, FAIRS, & FESTI	Gift Card for Witch Hazel
111323	Davis Food & Drug #4/Farmers Market	51664	11/16/2023	11/13/2023	\$3.98	104253.250	Rec EVENTS, FAIRS, & FESTI	Winterfest cleaning and other supplies
111623	Davis Food & Drug #4/Farmers Market	51697	11/22/2023	11/16/2023	\$59.99	104160.250	Animal EQUIPMENT OPERATI	Shelter supplies
11163	Davis Food & Drug #4/Farmers Market	51697	11/17/2023	11/26/2023	\$2.99	104510.270	Bldg EQUIPMENT OPERATING	Hardware
							Parks B&G OPERATION AND	light sensors for Christmas lights
111823	Davis Food & Drug #4/Farmers Market	51697	11/22/2023	11/17/2023	\$17.15	104160.270	Bldg B&G OPERATION AND M	coaxial
						104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
11202023	Davis Food & Drug #4/Farmers Market	51697	11/22/2023	11/20/2023	\$209.62	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
						104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
						104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
						516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
						516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
						536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
						536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
						556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
						556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
11202203 PO# 5097	Davis Food & Drug #4/Farmers Market	51697	11/28/2023	11/20/2023	\$1,491.65	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest set up
112023	Davis Food & Drug #4/Farmers Market	51697	11/22/2023	11/20/2023	\$209.62	104540.610	Rec EVENTS, FAIRS, & FESTI	Santa and City council candy and supplies
11202203 PO# 5097	Davis Food & Drug #4/Farmers Market	51697	11/28/2023	11/20/2023	\$1,491.65	104540.610	Rec EVENTS, FAIRS, & FESTI	gift card Winterfest races and contest
112023	Davis Food & Drug #4/Farmers Market	51697	11/22/2023	11/20/2023	\$137.95	104540.610	Rec EVENTS, FAIRS, & FESTI	Cookie workshop & gingerbread prize
1127203	Davis Food & Drug #4/Farmers Market	51697	11/28/2023	11/27/2023	\$75.46	516340.450	O&M SYSTEMS MAINTENANC	Antifreeze, gas cylinder, high heat torch
112723 PO# 5095	Davis Food & Drug #4/Farmers Market	51697	11/28/2023	11/27/2023	\$100.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Gift Cards for Winter Fest -
11282023	Davis Food & Drug #4/Farmers Market	51697	11/28/2023	11/28/2023	\$2.00	104160.250	Bldg EQUIPMENT OPERATING	Hardware

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
112823	Davis Food & Drug #4/Farmers Market	51697	11/28/2023	11/28/2023	\$2.99	104160.250	Bldg EQUIPMENT OPERATING	Hardware
20231120	Davis Food & Drug #4/Farmers Market	51697	11/27/2023	11/20/2023	\$35.43	104140.610	Admin MISCELLANEOUS SER	Cleaning supplies for 111 S Main
	Vendor Total:				\$2,789.59			
81208452	DeLage Landen Financial Services	51601	10/30/2023	10/15/2023	\$341.24	104140.240	Admin OFFICE EXPENSE, SUP	
					133.56	104140.310	Admin ATTORNEY IN HOUSE	
					95.88	516660.240	Admin OFFICE EXPENSE, SUP	
					68.72	536310.240	Irrigation OFFICE EXPENSE, S	
					10.06	556350.240	Drainage OFFICE EXPENSE, S	
					33.02			
38889 PO# 5084	Ditch Witch	51665	11/14/2023	11/1/2023	\$1,199.81	516340.250	O&M EQUIPMENT OPERATIN	Replace the screw handle on vacur truck
					1,199.81			
3269-1023	Dominion Energy	51698	10/30/2023	11/27/2023	\$26.48	104140.280	Admin UTILITIES	111 S Main Street
					13.24	104210.280	Police UTILITIES	111 S Main Street
3269-1123	Dominion Energy	51698	11/28/2023	11/20/2023	\$198.97	104140.280	Admin UTILITIES	111 S Main Street
					99.48	104210.280	Police UTILITIES	111 S Main Street
9275-1023	Dominion Energy	51698	10/30/2023	11/27/2023	\$6.53	104510.280	Parks UTILITIES	Cemetery shop
					6.53			
9275-1123	Dominion Energy	51698	11/28/2023	11/20/2023	\$7.22	104510.280	Parks UTILITIES	Cemetery shop
					7.22			
4613	Vendor Total:				\$239.20			
	EMERGENCY VEHICLE SYSTEMS	51666	11/20/2023	11/3/2023	\$425.00	104210.810	Police LEASE PAYMENTS	Removal of equipment from Truck turned back in
					425.00			
474120231201	EMI Health	51699	11/22/2023	11/21/2023	\$2,100.20	101562	PEHP/AFLAC Insurance Cleanin	Employee dental + Tele-med
					2,100.20			
71978	Empire Waste Services	51667	11/13/2023	10/31/2023	\$98.85	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					2.97	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					6.92	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					5.93	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					4.94	104410.250	Streets' STREET IMPROVEME	Equipment repairs and Fuel
					31.63	104410.745	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					21.75	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					5.93	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					2.97	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					4.94	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					5.93	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					4.94	556350.440		
30669	EXECUTECH	51639	11/13/2023	10/31/2023	\$480.40	104140.315	Admin COMPUTER EQUIPME	Office 364
					211.00	104210.315	Police COMPUTER EQUIPME	Office 365
					150.00	516660.315	Admin SOFTWARE OR INFOR	Office 365
					75.40	536310.315	IrrigationCOMPUTER EQUIPM	Office 365
					22.00	556350.315	Drainage SOFTWARE & COMP	Office 365
					22.00			

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
30683	EXECUTECH	51639	11/3/2023	11/1/2023	\$1,790.00	104140.310	Admin ATTORNEY/IN HOUSE	
					125.00	104140.315	Admin COMPUTER EQUIPME	
					571.52	104140.315	Police COMPUTER EQUIPME	
					398.98	104210.315	Admin SOFTWARE OR INFOR	
					434.50	516860.315	IrrigationCOMPUTER EQUIPM	
					130.00	536310.315	Drainage SOFTWARE & COMP	
					130.00	556350.315		
	Vendor Total:				\$2,270.40			
043-2023	Five County Association Of Government	51602	10/30/2023	10/15/2023	\$1,833.33		Comm COMMUNITY DEVELOP	One third MPO vote share
					1,833.33	104620.610		
F2404E00869	FUEL NETWORK	51700	11/22/2023	11/5/2023	\$3,476.13		Admin EQUIPMENT OPERATI	Equipment repairs and Fuel
					87.78	104140.250	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					56.99	104160.270	Police EQUIPMENT OPERATI	Equipment repairs and Fuel
					1,421.32	104210.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					132.94	104240.250	Animal EQUIPMENT OPERATI	Equipment repairs and Fuel
					67.83	104253.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					113.95	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					94.96	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					607.74	104410.745	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					417.82	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					113.95	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					56.98	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					94.96	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					113.95	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					94.96	556350.440		
5974333	GANNETT NEVADA-UTAH LOCALIQ	51668	11/13/2023	10/23/2023	\$36.04		Admin PUBLIC NOTICES	Public notice
					36.04	104140.220		
1001	GATEWAY LUXURY RV RESORT	51640	11/6/2023	11/1/2023	\$3,215.30		Streets STREET IMPROVEME	Street repair on water break
PO# 5070					1,607.65	104410.745	O&M SYSTEMS MAINTENANC	Street water on water break
					1,607.65	516340.450		
11186-1	GREEN TREE LAWN & LANDSCAPE	51641	10/30/2023	10/29/2023	\$1,075.00		Parks EQUIPMENT OPERATI	Mowing service
					1,075.00	104510.250		
11187-4	GREEN TREE LAWN & LANDSCAPE		11/29/2023	11/29/2023	\$1,075.00		Parks EQUIPMENT OPERATI	Mowing service
					1,075.00	104510.250		
	Vendor Total:				\$2,150.00			
R11101231	GUBLER, KYLE W	51642	11/1/2023	11/1/2023	\$500.00		Admin EQUIPMENT OPERATI	Car allowance
					500.00	104140.250		
97673571	H&E Equipment Services, Inc.	51669	11/13/2023	10/28/2023	\$2,004.00		Bldg B&G OPERATION AND M	New 2' buckt for mini x
PO# 5059					60.12	104160.270	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					140.28	104240.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					120.24	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					641.28	104410.745	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					100.20	104510.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					440.88	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					120.24	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					60.12	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					100.20	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					120.24	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					100.20	556350.440		

La Verkin City
Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
97717003 PO# 5103	H&E Equipment Services, Inc.		11/29/2023	11/28/2023	\$832.38			
	Vendor Total:				832.38	516340.250	O&M EQUIPMENT OPERATIN	Equipment repair
RFD 100040055.	Hastings, Camille	51701	11/29/2023	11/29/2023	\$16.18		Turn on Fee/Renter Deposit	Deposit Refund: 100040055 - Hastings, Camille
					16.18	512330		
11042023	Health Equity	11212023	11/22/2023	11/4/2023	\$20.25			
					5.25	104140.130	Admin EMPLOYEE BENEFITS	
					5.00	104210.130	Police EMPLOYEE BENEFITS	
					10.00	516660.130	Admin EMPLOYEE BENEFITS	
PR110323-6099	Health Equity	11212023	11/8/2023	11/8/2023	\$2,411.34			
					2,411.34	102224	Health Savings Account	PEHP Health Equity
PR111723-6099	Health Equity	11212023	11/21/2023	11/21/2023	\$304.00			
					304.00	102224	Health Savings Account	PEHP Health Equity
	Vendor Total:				\$2,735.59			
2023-2246	HURRICANE CITY JUSTICE COURT	51604	11/1/2023	10/30/2023	\$250.00			
					250.00	104121.240	Police JUSTICE COURT	Nov. 2023 Court billing
2023-2259	HURRICANE CITY JUSTICE COURT	51702	11/22/2023	11/17/2023	\$128.75			
					128.75	104121.240	Police JUSTICE COURT	Reimbursement for Indigent Council
	Vendor Total:				\$378.75			
102323	HURRICANE CITY POWER	51643	11/3/2023	10/23/2023	\$22.59			
					22.59	104140.280	Admin UTILITIES	LaVerkin City sign power
11-651	HURRICANE CITY WATER DEPT	51605	10/30/2023	10/30/2023	\$680.22			
					428.45	516340.410	O&M PRODUCT OR SERVICE	Power for Ash Creek Springs @16%
					251.77	516340.410	O&M PRODUCT OR SERVICE	Chlorine and clinder rental
44283	HURRICANE READY MIX LLC	51644	11/6/2023	10/5/2023	\$112.48			
					112.48	516340.450	O&M SYSTEMS MAINTENANC	Fill dirt
44365	HURRICANE READY MIX LLC	51644	11/6/2023	10/16/2023	\$161.40			
					161.40	516340.450	O&M SYSTEMS MAINTENANC	Road base
44377	HURRICANE READY MIX LLC	51644	11/6/2023	10/17/2023	\$151.90			
					151.90	516340.450	O&M SYSTEMS MAINTENANC	Road base
44440	HURRICANE READY MIX LLC	51644	11/6/2023	10/23/2023	\$118.72			
					118.72	516340.450	O&M SYSTEMS MAINTENANC	Fill dirt
44451	HURRICANE READY MIX LLC	51644	11/6/2023	10/24/2023	\$148.20			
					148.20	516340.450	O&M SYSTEMS MAINTENANC	Road base
44480	HURRICANE READY MIX LLC	51670	11/6/2023	11/10/2023	\$160.70			
					160.70	516340.450	O&M SYSTEMS MAINTENANC	Road base
	Vendor Total:				\$853.40			
97784	HURST'S TOTAL PEST CONTROL	51606	10/30/2023	10/27/2023	\$170.00			
					122.40	104140.280	Admin UTILITIES	
					42.50	516660.280	Admin UTILITIES	
					5.10	556350.250	Drainage EQUIPMENT OPERA	
1127480 PO# 5089	ICMA Membership Renewals		11/29/2023	11/20/2023	\$578.76			
					578.76	104140.210	Admin BOOKS, SUBSCRIPTION	ICMA membership dues

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
RFD 9903301.11	Interstate Rock	51703	11/20/2023	11/20/2023	\$1,000.00 1,000.00	512330	Turn on Fee/Renter Deposit	Deposit Refund: 9903301 - Interstate Rock
5807	JENSEN LOCKSMITHING	51671	11/13/2023	11/1/2023	\$100.00 100.00	104210.250	Police EQUIPMENT OPERATIN	Lockout fee + handle
5827 PO# 5079	JENSEN LOCKSMITHING	51671	11/14/2023	11/13/2023	\$142.00 142.00 \$242.00	104620.610	Comm COMMUNITY DEVELOP	Key for the Recreation room
RFD 100040615.	Johnson Jr., Elmer	51645	11/6/2023	11/6/2023	\$54.01 54.01	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040615 - Johnson Jr., Elmer
RFD 100040454.	Kuhlmann, Nick	51672	11/16/2023	11/16/2023	\$19.95 19.95	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040454 - Kuhlmann, Nick
227985 PO# 5057	LANDMARK TESTING & ENGINEERIN	51607	10/31/2023	10/31/2023	\$500.00 500.00	104510.480	Parks RAP Tax	Asbestos Testing on 111 South Main Building
11172023	LaVerkin City Petty Cash	51673	11/17/2023	11/17/2023	\$235.00 235.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Staff Christmas party
111723	LaVerkin City Petty Cash	51673	11/17/2023	11/17/2023	\$100.00 100.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Donation from Best Western for cash- Festival of Trees
229254629	LEGACY EVENTS & RENTALS	51608	10/30/2023	10/17/2023	\$335.32 335.32	104540.610	Rec EVENTS, FAIRS, & FESTI	Frozen bounce combo- Winter Fest
PR110323-147	LEGAL SHIELD	51646	11/8/2023	11/8/2023	\$63.82 63.82	102225	Misc Payable	LegalShield
PR111723-147	LEGAL SHIELD		11/21/2023	11/21/2023	\$63.82 63.82	102225	Misc Payable	LegalShield
EA1333380	Les Olson	51674	11/16/2023	11/16/2023	\$142.80 54.10 30.15 37.13 7.14 14.28	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
EA1344215	Les Olson	51704	11/28/2023	11/21/2023	\$448.86 144.80 181.96 86.77 10.44 24.89 \$591.66	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
76700	MEGA-PRO INTERNATIONAL	51609	10/30/2023	10/18/2023	\$361.50 361.50	104540.610	Rec EVENTS, FAIRS, & FESTI	Bagworld tote- 5k
4457	My Fleet Center,	51610	10/30/2023	10/27/2023	\$114.43 3.43	104160.270	Bldg B&G OPERATION AND M	LOF 2022 Ford

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
832596	NAPA AUTO PARTS	51611	10/30/2023	10/25/2023	8.01	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					6.87	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					5.72	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					36.62	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					25.17	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					6.87	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					3.43	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					5.72	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					6.87	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					5.72	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$52.68			
					1.59	104160.270	Bldg B&G OPERATION AND M	degreaser
					3.69	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.16	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.63	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					16.86	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					11.59	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
837881	NAPA AUTO PARTS	51705	11/28/2023	11/28/2023	3.16	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.58	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					2.63	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					3.16	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					2.63	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$23.94			
					0.72	104160.270	Bldg B&G OPERATION AND M	RV antifreeze
					1.65	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.44	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.20	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					7.66	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					5.27	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.44	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.72	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					1.20	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					1.44	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					1.20	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$76.62			
1415	NATURES MAID CLEANING	51647	11/6/2023	11/5/2023	\$200.00		Bldg EQUIPMENT OPERATING	435 N Main cleaning
					100.00	104160.250	Bldg B&G OPERATION AND M	435 N Main cleaning
1424	NATURES MAID CLEANING	51675	11/20/2023	11/17/2023	\$200.00		Bldg EQUIPMENT OPERATING	Cleaning 435 N Main
					100.00	104160.270	Bldg B&G OPERATION AND M	Cleaning 435 N Main
					\$400.00			
110723	Opticare of Utah	51676	11/13/2023	11/7/2023	\$293.52		PEHP/AFLAC Insurance Clearin	Employee eye insurance
					293.52	101562		
185005	Opticare of Utah	51612	10/30/2023	10/24/2023	\$293.52		PEHP/AFLAC Insurance Clearin	Employee eye insurance
					293.52	101562		
					\$587.04			
112023	PEHP	51706	11/22/2023	11/20/2023	\$25,740.57		PEHP/AFLAC Insurance Clearin	Employee health insurance
					25,740.57	101562		

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
102023	PUBLIC EMPLOYEES LTD PROGRAM	51707	11/22/2023	11/21/2023	\$765.63	101562	PEHP/AFLAC Insurance Clearin	09/09/23 to 10/20/23
110323	PURCHASE POWER	51677	11/13/2023	11/3/2023	\$434.20 195.39 53.79 112.89 28.71 43.42	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
110423	Radmall, Stephen R	51678	11/20/2023	11/4/2023	\$4,000.00 4,000.00	104620.610	Comm COMMUNITY DEVELOP	2 Shares of Irrigation water
10265	Rees CPA	51648	11/6/2023	10/31/2023	\$6,000.00 6,000.00	104140.312	Admin AUDITOR	June 2023 Audit progress billing
1391	RESCUE PLUMBING LLC	51615	10/30/2023	10/26/2023	\$222.00 222.00	104160.270	Bldg B&G OPERATION AND M	Service call- repair men's urinal, new flapper in women's bathrooms
71978	ROADRUNNER AUTOMOTIVE AND DI	51679	11/20/2023	11/7/2023	\$98.85 98.85	104210.250	Police EQUIPMENT OPERATIN	Rotate and balance tires 2020 Dodge
0016-1123	ROCKY MOUNTAIN POWER	51708	11/22/2023	11/14/2023	\$131.01 131.01	104253.280	Animal UTILITIES	Animal shelter
0017-1123	ROCKY MOUNTAIN POWER	51708	11/22/2023	11/14/2023	\$2,614.99 668.42 172.92 1,458.19 175.68	104140.280 104210.280 104410.280 104510.280 516660.280	Admin UTILITIES Police UTILITIES Streets UTILITIES Parks UTILITIES Admin UTILITIES	111 S Main - 1/2, 435 N Main - 111 S Main - 1/2 Street lights Parks Pump station Sunset View Filter station power
0024-1123	ROCKY MOUNTAIN POWER	51708	11/22/2023	11/14/2023	\$49.99 49.99	104510.280	Parks UTILITIES	Trailhead park
0124-1123	ROCKY MOUNTAIN POWER	51680	11/13/2023	11/6/2023	\$27.27 27.27	104510.280	Parks UTILITIES	Parks power
RFD 100041531.	Royal Flamingo Pools & Spa	51649	11/1/2023	11/1/2023	\$2,823.26 \$922.76 922.76	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041531 - Royal Flamingo Pools & Spa
3043959	SCHOLZEN PRODUCTS CO INC	51616	10/30/2023	9/19/2023	\$9.60 0.28 0.67 0.58 0.48 3.07 2.11 0.58 0.29 0.48 0.58 0.48	104160.270 104240.250 104410.250 104410.250 104410.745 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg B&G OPERATION AND M Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	Cylinder monthly rental Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel Equipment repairs and Fuel

Vendor Total:

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
3044384	SCHOLZEN PRODUCTS CO INC	51616	10/30/2023	10/17/2023	\$9.60	104160.270	Bldg B&G OPERATION AND M	Cylinder monthly rental
					0.28	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.67	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.58	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.48	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					3.07	104410.745	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					2.11	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.58	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.29	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.48	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.58	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					0.48	556350.440		
3044804	SCHOLZEN PRODUCTS CO INC	51709	11/28/2023	11/20/2023	\$9.60	104160.270	Bldg B&G OPERATION AND M	Cylinder monthly rental
					0.28	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.67	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.58	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.48	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					3.07	104410.745	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					2.11	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.58	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.29	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.48	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.58	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					0.48	556350.440		
6773492	SCHOLZEN PRODUCTS CO INC	51650	11/6/2023	11/1/2023	\$730.00	516340.450	O&M SYSTEMS MAINTENANC	Pulling cable for water lines
PO# 5063					730.00			
6783003	SCHOLZEN PRODUCTS CO INC	51616	10/30/2023	10/30/2023	\$51.88	104160.270	Bldg B&G OPERATION AND M	Ratchet straps
					1.58	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.63	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.11	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.59	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					16.60	104410.745	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					11.41	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					3.11	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					1.56	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					2.59	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					3.11	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					2.59	556350.440		
6783099	SCHOLZEN PRODUCTS CO INC	51616	10/30/2023	10/30/2023	\$154.07	104410.745	Streets STREET IMPROVEME	Tubing posts
					154.07			
6783109	SCHOLZEN PRODUCTS CO INC	51616	10/31/2023	10/30/2023	\$22.96	104510.250	Parks EQUIPMENT OPERATIN	Impeller kit
					22.96			
6783117	SCHOLZEN PRODUCTS CO INC	51616	10/31/2023	10/30/2023	\$338.00	104510.250	Parks EQUIPMENT OPERATIN	Transfer pump, ext battery
					338.00			
6783410	SCHOLZEN PRODUCTS CO INC	51616	11/1/2023	10/31/2023	\$122.81	104410.745	Streets STREET IMPROVEME	Cattle panel, wire roll
					122.81			
6783487	SCHOLZEN PRODUCTS CO INC	51616	11/1/2023	10/31/2023	\$38.46	104410.745	Streets STREET IMPROVEME	Cattle panel
					38.46			

La Verkin City
Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Input Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
6783798	SCHOLZEN PRODUCTS CO INC	51616	11/2/2023	11/1/2023	\$4.86	104410.745	Streets STREET IMPROVEME	Pvc insert, hose clamps, plug
6783918	SCHOLZEN PRODUCTS CO INC	51616	11/2/2023	11/1/2023	4.86			
6784652	SCHOLZEN PRODUCTS CO INC	51650	11/6/2023	11/6/2023	\$125.40	104510.250	Parks EQUIPMENT OPERATIN	Hammer drill, bits
6784694	SCHOLZEN PRODUCTS CO INC	51650	11/7/2023	11/6/2023	\$133.47	516340.250	O&M EQUIPMENT OPERATIN	Water repair supplies
PO# 5073	SCHOLZEN PRODUCTS CO INC	51650	11/7/2023	11/6/2023	\$605.07	516340.450	O&M SYSTEMS MAINTENANC	Repair fire hydrant blown apart
6785072	SCHOLZEN PRODUCTS CO INC	51681	11/14/2023	11/8/2023	\$797.40	536310.450	Irrigation WATER MAIN REPAIR	Fitting to reapiir leak on 200 N
PO# 5081	SCHOLZEN PRODUCTS CO INC	51681	11/13/2023	11/7/2023	\$265.80	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
6785184	SCHOLZEN PRODUCTS CO INC	51681	11/13/2023	11/8/2023	265.80	536310.450	Irrigation WATER MAIN REPAIR	Gloves, sawall blades, PVC pipe
6785345	SCHOLZEN PRODUCTS CO INC	51681	11/13/2023	11/9/2023	\$155.99	104510.250	Parks EQUIPMENT OPERATIN	Pruning blades
6785747	SCHOLZEN PRODUCTS CO INC	51681	11/13/2023	11/14/2023	\$22.61	536310.450	Irrigation WATER MAIN REPAIR	Irrigation repair supplies
6786673	SCHOLZEN PRODUCTS CO INC	51681	11/16/2023	11/14/2023	\$13.83	536310.450	Irrigation WATER MAIN REPAIR	100 S Irrigation
6786716	SCHOLZEN PRODUCTS CO INC	51681	11/16/2023	11/14/2023	\$226.51	536310.450	Irrigation WATER MAIN REPAIR	100 S Irrigation
6786765	SCHOLZEN PRODUCTS CO INC	51681	11/16/2023	11/14/2023	\$26.48	536310.450	Irrigation WATER MAIN REPAIR	100 S Irrigation
6786833	SCHOLZEN PRODUCTS CO INC	51681	11/16/2023	11/14/2023	\$360.95	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
6786968	SCHOLZEN PRODUCTS CO INC	51681	11/17/2023	11/15/2023	\$4.07	536310.450	Irrigation WATER MAIN REPAIR	PVC coupling
6787033	SCHOLZEN PRODUCTS CO INC	51681	11/17/2023	11/15/2023	\$42.55	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
6787075	SCHOLZEN PRODUCTS CO INC	51681	11/17/2023	11/15/2023	\$1.70	536310.450	Irrigation WATER MAIN REPAIR	PVC coupling
6787118	SCHOLZEN PRODUCTS CO INC	51681	11/17/2023	11/15/2023	\$48.46	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
6787162	SCHOLZEN PRODUCTS CO INC	51709	11/28/2023	11/15/2023	\$9.85	536310.450	Irrigation WATER MAIN REPAIR	PVC pipe, coupling
6787946	SCHOLZEN PRODUCTS CO INC	51709	11/22/2023	11/20/2023	\$3.72	104510.250	Parks EQUIPMENT OPERATIN	Adapters
6787999	SCHOLZEN PRODUCTS CO INC	51709	11/22/2023	11/20/2023	(\$1.99)	104510.250	Parks EQUIPMENT OPERATIN	House exchange
6788902	SCHOLZEN PRODUCTS CO INC	51709	11/28/2023	11/27/2023	-1.99	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6789183	SCHOLZEN PRODUCTS CO INC	51709	11/28/2023	11/28/2023	\$39.63	536310.450	Irrigation WATER MAIN REPAIR	Gasket and t bolt
	Vendor Total:				\$4,378.42			
53584103023	Shred St. George	51614	10/31/2023	10/30/2023	\$39.95	104140.280	Admin UTILITIES	
					28.76			

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
53584112723	Shred St. George	51710	11/28/2023	11/27/2023	9.99	516660.280	Admin UTILITIES	
					1.20	556350.250	Drainage EQUIPMENT OPERA	
					\$39.95			
					28.76	104140.280	Admin UTILITIES	
					9.99	516660.280	Admin UTILITIES	
					1.20	556350.250	Drainage EQUIPMENT OPERA	
					\$79.90			
369216	Southwest Utah Public Health Departme	51682	11/13/2023	11/1/2023	\$125.00	516660.460	Admin CONTRACTED SERVIC	Water testing
619665401	STAPLES	51683	11/17/2023	11/15/2023	125.00			
					\$53.69			
					24.16	104140.240	Admin OFFICE EXPENSE, SUP	
					7.52	104140.310	Admin ATTORNEY/IN HOUSE	
					13.96	516660.240	Admin OFFICE EXPENSE, SUP	
					2.68	536310.240	Irrigation OFFICE EXPENSE, S	CD-R, batteries
					5.37	556350.240	Drainage OFFICE EXPENSE, S	
7615945594	STAPLES	51683	11/13/2023	9/28/2023	\$186.69			
					186.69	104140.240	Admin OFFICE EXPENSE, SUP	Christy office chair
7616073800	STAPLES	51683	11/13/2023	10/2/2023	\$62.18			
					29.22	104140.240	Admin OFFICE EXPENSE, SUP	
					7.46	104140.310	Admin ATTORNEY/IN HOUSE	
					16.17	516660.240	Admin OFFICE EXPENSE, SUP	
					3.11	536310.240	Irrigation OFFICE EXPENSE, S	
					6.22	556350.240	Drainage OFFICE EXPENSE, S	
7617871317	STAPLES	51617	11/1/2023	10/26/2023	\$29.83			
					29.83	104210.240	Police OFFICE EXPENSE, SUP	Kleenex, dusters
					\$332.39			
3-334422	STEAMROLLER COPIES	51618	10/30/2023	10/30/2023	\$65.40			
					65.40	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest talent posters
R1101232	STEGELICH, RYKER	51651	11/1/2023	11/1/2023	\$400.00			
					400.00	104540.120	Rec PART TIME EMPLOYEES	Website / Social media
0131269	SUNRISE ENGINEERING INC	51619	10/30/2023	10/19/2023	\$1,871.25			
					56.12	104160.270	Bldg B&G OPERATION AND M	Cloud smart GIS annual subscriptions
					130.99	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					112.28	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					93.56	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					598.80	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					411.88	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					112.28	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					56.14	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					93.56	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					112.28	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					93.56	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
1929	TAGG N GO EXPRESS CAR WASH	51684	11/20/2023	11/14/2023	\$1,440.00			
					1,440.00	104210.250	Police EQUIPMENT OPERATIN	Annual fleet car washes
1930	TAGG N GO EXPRESS CAR WASH	51684	11/16/2023	11/14/2023	\$1,260.00			
					180.00	104140.610	Admin MISCELLANEOUS SER	Annual car wash
					32.40	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					75.60	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
	Vendor Total:				\$2,700.00			
112723 PO# 5093	TAYLOR, STAN	51711	11/28/2023	11/27/2023	\$145.00	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
101723	TDS BAJA Broadband	51620	10/30/2023	10/17/2023	\$36.72	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					345.60	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					237.60	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					64.80	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					32.40	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					54.00	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					64.80	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					54.00	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$2,700.00			
	Vendor Total:				\$145.00			
112723 PO# 5093	TAYLOR, STAN	51711	11/28/2023	11/27/2023	\$145.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Tune Piano for Winter Fest
101723	TDS BAJA Broadband	51620	10/30/2023	10/17/2023	\$36.72	104140.280	Admin UTILITIES	435 N Main
112023	TDS BAJA Broadband	51712	11/27/2023	11/17/2023	\$36.72	104140.280	Admin UTILITIES	435 N Main
PPP	TDS BAJA Broadband	51652	11/3/2023	10/23/2023	\$112.58	104510.280	Parks UTILITIES	Power Plant Park
RWP	TDS BAJA Broadband	51652	11/3/2023	10/23/2023	\$112.58	104510.280	Parks UTILITIES	Riverwood Park
VP112023	TDS BAJA Broadband	51685	11/14/2023	11/6/2023	\$49.99	104510.280	Parks UTILITIES	Vintage park
ZVP-1023	TDS BAJA Broadband	51620	10/30/2023	10/17/2023	\$43.69	104510.280	Parks UTILITIES	Zion View Park
ZVP1123	TDS BAJA Broadband	51712	11/27/2023	11/17/2023	\$49.99	104510.280	Parks UTILITIES	Zion View Park
	Vendor Total:				\$442.27			
2022 RAV	The Bancorp Bank	51686	11/13/2023	11/7/2023	\$3,074.18	104540.810	Rec LEASE PAYMENTS	2022 Toyota RAV4 lease
147168	THE DESERT VET ANIMAL HOSPITAL	51713	11/20/2023	11/17/2023	\$107.54	104253.250	Animal EQUIPMENT OPERATI	Aspen- physical exam, meds
11012023	U.S. POSTAL SERVICE	51595	11/1/2023	11/1/2023	\$658.12			
					296.15	104140.240	Admin OFFICE EXPENSE, SUP	
					78.97	104140.310	Admin ATTORNEY/IN HOUSE	
					171.28	516660.240	Admin OFFICE EXPENSE, SUP	
					35.91	536310.240	Irrigation OFFICE EXPENSE, S	
					75.81	556350.240	Drainage OFFICE EXPENSE, S	
158221-1	Uniform Center	51653	11/6/2023	11/2/2023	\$63.88	104210.610	Police MISC SUPPLIES	Police uniform supplies
158223-1	Uniform Center	51653	11/6/2023	11/2/2023	\$152.99	104210.610	Police MISC SUPPLIES	Duty holster
	Vendor Total:				\$216.87			
36571 PO# 5091	Utah Barricade Company	51714	11/28/2023	11/27/2023	\$595.47	104510.470	Parks IMPACT FEES	Signage for Power Plant Park
1609836	UTAH LOCAL GOVERNMENT TRUST	51687	11/13/2023	10/12/2023	\$448.00	104620.610	Comm COMMUNITY DEVELOP	Position schedule bond
1609837	UTAH LOCAL GOVERNMENT TRUST	51687	11/13/2023	10/12/2023	\$1,644.41	101564	Workers Comp Clearing	Worker's comp

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
1609838	UTAH LOCAL GOVERNMENT TRUST	51687	11/13/2023	10/12/2023	\$5,069.88	101564	Workers Comp Clearing	2022 Workers comp audit
	Vendor Total:				\$7,162.29			
PR110323-501	UTAH RETIREMENT SYSTEMS	11082023	11/8/2023	11/8/2023	\$12,403.05			
					871.20	102223	Retirement Payable	401k
					10,346.85	102223	Retirement Payable	Retirement
					100.00	102223	Retirement Payable	401K Loan
					700.00	102223	Retirement Payable	457
					385.00	102223	Retirement Payable	Roth IRA
PR111723-601	UTAH RETIREMENT SYSTEMS	11212023	11/21/2023	11/21/2023	\$12,992.30			
					870.15	102223	Retirement Payable	401k
					10,937.15	102223	Retirement Payable	Retirement
					100.00	102223	Retirement Payable	401K Loan
					700.00	102223	Retirement Payable	457
					385.00	102223	Retirement Payable	Roth IRA
	Vendor Total:				\$25,395.35			
PR103123-449	Utah State Tax Commission		11/8/2023	11/8/2023	\$50.00	102222	State Withholding	State Income Tax
PR110323-449	Utah State Tax Commission		11/8/2023	11/8/2023	\$2,402.74	102222	State Withholding	State Income Tax
PR111723-449	Utah State Tax Commission		11/21/2023	11/21/2023	\$2,458.25	102222	State Withholding	State Income Tax
	Vendor Total:				\$4,910.99			
9949232477	VERIZON WIRELESS	51715	11/27/2023	11/13/2023	\$694.24	104140.290	Admin TELEPHONE/COMMUNI	
					106.00	104210.290	Police TELEPHONE	
					93.16	104253.250	Animal EQUIPMENT OPERATI	
					175.02	516660.290	Admin TELEPHONE & COMMU	
					40.00	536310.290	Irrigation TELEPHONE & COM	
					40.00	556350.290	Drainage TELEPHONE & COM	
RFD 100041210.	Wandering River	51688	11/20/2023	11/20/2023	\$113.81	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041210 - Wandering River
153704	WASHINGTON CO SOLID WASTE	51716	11/22/2023	10/31/2023	\$27,249.08	546260.410	Garbage PAYMENT TO WASH	Garbage and blucan
2014533	WASHINGTON COUNTY LANDFILL	51622	10/30/2023	10/25/2023	\$16.56	104160.270	Bldg B&G OPERATION AND M	Commercial hauler
2017058	WASHINGTON COUNTY LANDFILL	51622	11/1/2023	10/31/2023	\$3.11	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					0.07	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.22	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.19	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.16	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					1.00	104410.745	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.68	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.19	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.09	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.16	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.19	556350.250		

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
2017916	WASHINGTON COUNTY LANDFILL	51654	11/3/2023	11/2/2023	\$12.48	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					0.16			
					\$76.89	104160.270	Bldg B&G OPERATION AND M	Com Clean C&D
					0.39			Equipment repairs and Fuel
					0.87	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.75	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.62	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.99	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					2.75	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.75	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.37	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.62	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.75	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.62	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
2025279	WASHINGTON COUNTY LANDFILL	51717	11/22/2023	11/21/2023	\$76.89	104160.250	Bldg EQUIPMENT OPERATING	compost
					\$109.04			
	Vendor Total:				\$506.33	103801.4	Impact fees - HCP	2ND qtr PASS THRU
063023	WASHINGTON COUNTY TREASURER	51623	10/27/2023	7/1/2023	\$4,005.19	103801.4	Impact fees - HCP	3rd qtr PASS THRU
093023	WASHINGTON COUNTY TREASURER	51623	10/27/2023	9/30/2023	\$4,511.52			
	Vendor Total:				\$6,743.70	516660.440	Admin CONNECTION COSTS	Residential connections
53387	WCWCD	51624	10/30/2023	9/30/2023	\$3,149.39	516660.410	Admin PRODUCT OR SERVIC	Development surcharge fee
53408	WCWCD	51689	11/13/2023	10/31/2023	\$9,893.09			
	Vendor Total:				\$1,500.00	104140.311	Admin ATTORNEY	
R11101233	Weeks, James	ACH.1108231343.7220	11/1/2023	11/1/2023	\$84.59	511311	Accounts Receivable	Refund: 208601 - Wilson, Orville
Refund: 208601	Wilson, Orville		11/29/2023	11/29/2023	\$132.20	104253.250	Animal EQUIPMENT OPERATI	Marley- vet care and rabies
92590	Zion Veterinary Clinic	51690	11/13/2023	9/1/2023	\$195.37	104253.250	Animal EQUIPMENT OPERATI	molly - vet care and rabies
92591	Zion Veterinary Clinic	51690	11/13/2023	9/1/2023	\$327.57			
	Vendor Total:				\$21.00	104210.210	Police BOOKS & MEMBERSHI	Annual membership
006360	ZIONS FIRST NATIONAL BANK CC		11/6/2023	11/6/2023	\$7.46	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest Carnival
0187439	ZIONS FIRST NATIONAL BANK CC		11/22/2023	11/20/2023	(\$53.36)	104540.610	Rec EVENTS, FAIRS, & FESTI	Decoration canceled
0235441-1	ZIONS FIRST NATIONAL BANK CC		11/13/2023	11/11/2023	\$176.13	104540.610	Rec EVENTS, FAIRS, & FESTI	Handheld transmitter, Lightning cable
0816256	ZIONS FIRST NATIONAL BANK CC		11/29/2023	11/18/2023	176.13			
100823	ZIONS FIRST NATIONAL BANK CC		11/6/2023	10/8/2023	\$307.97	104620.610	Comm COMMUNITY DEVELOP	Jemendo- music play license
					307.97			

La Verkin City
Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
101023	ZIONS FIRST NATIONAL BANK CC		11/6/2023	10/10/2023	\$169.47	104210.290	Police TELEPHONE	Phones @ 111 S Main
101123	ZIONS FIRST NATIONAL BANK CC		11/20/2023	10/11/2023	\$59.00	104210.250	Police EQUIPMENT OPERATIN	Earphones
10162023	ZIONS FIRST NATIONAL BANK CC		11/20/2023	10/16/2023	\$190.55	104210.230	Police TRAVEL & TRAINING	Hotel in San Diego, chief training
101623	ZIONS FIRST NATIONAL BANK CC		11/20/2023	10/16/2023	\$169.47	104210.290	Police TELEPHONE	Phones @ 111 S Main
107395	ZIONS FIRST NATIONAL BANK CC		11/13/2023	11/8/2023	\$49.35	104210.250	Police EQUIPMENT OPERATIN	Mailing to Proforce
110123	ZIONS FIRST NATIONAL BANK CC		11/2/2023	11/1/2023	\$188.94	104510.250	Parks EQUIPMENT OPERATIN	The rock place
111023	ZIONS FIRST NATIONAL BANK CC		11/13/2023	11/10/2023	\$163.22	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest Storytime books
11123	ZIONS FIRST NATIONAL BANK CC		11/2/2023	11/1/2023	\$188.94	104510.250	Parks EQUIPMENT OPERATIN	The rock place
111523	ZIONS FIRST NATIONAL BANK CC		11/16/2023	11/15/2023	\$118.00	104160.270	Bldg B&G OPERATION AND M	rock
11162023	ZIONS FIRST NATIONAL BANK CC		11/17/2023	11/16/2023	\$265.50	556350.440	Drainage NEW SERVICES	Rock
111623	ZIONS FIRST NATIONAL BANK CC		11/17/2023	11/16/2023	\$188.94	556350.440	Drainage NEW SERVICES	Rock
12244692	ZIONS FIRST NATIONAL BANK CC		11/1/2023	11/1/2023	\$75.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Utah Department of Argiculture and Food
1317008	ZIONS FIRST NATIONAL BANK CC		11/22/2023	11/20/2023	\$297.83	104540.610	Rec EVENTS, FAIRS, & FESTI	Speaker
13936753 PO# 5076	ZIONS FIRST NATIONAL BANK CC		11/13/2023	11/8/2023	\$880.62	104540.610	Rec EVENTS, FAIRS, & FESTI	Rope lights for "L" lighting
1677830 PO# 5086	ZIONS FIRST NATIONAL BANK CC		11/16/2023	11/16/2023	\$1,386.68	104510.480	Parks RAP Tax	Generator for City Events
1835 PO# 5077	ZIONS FIRST NATIONAL BANK CC		11/13/2023	11/8/2023	\$248.83	104140.250	Admin EQUIPMENT OPERATIN	Work on Office Car
2057841	ZIONS FIRST NATIONAL BANK CC		11/20/2023	11/20/2023	\$297.83	104540.610	Rec EVENTS, FAIRS, & FESTI	12" speaker
2328252	ZIONS FIRST NATIONAL BANK CC		10/31/2023	10/27/2023	\$287.50	104210.250	Police EQUIPMENT OPERATIN	Streamlight, duty holster
2336259	ZIONS FIRST NATIONAL BANK CC		10/31/2023	10/27/2023	\$69.99	104210.240	Police OFFICE EXPENSE, SUP	Keypad door lever
25073810 PO# 5068	ZIONS FIRST NATIONAL BANK CC		11/6/2023	10/31/2023	\$1,030.39	104210.250	Police EQUIPMENT OPERATIN	jackets for officers
261449	ZIONS FIRST NATIONAL BANK CC		10/30/2023	10/30/2023	\$50.00	104160.270	Bldg B&G OPERATION AND M	Blackdeck screws
					1.50	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.50	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.50	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
261509	ZIONS FIRST NATIONAL BANK CC		11/2/2023	11/1/2023	\$75.00	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					2.25	104160.270	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					5.25	104240.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					4.50	104410.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					3.75	104410.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					16.50	516340.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					2.50	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					2.25	104160.270	Bldg B&G OPERATION AND M	Black deck screws
					4.50	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.75	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					24.00	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					16.50	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					4.50	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					2.25	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					3.75	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					4.50	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					3.75	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
2967468	ZIONS FIRST NATIONAL BANK CC		11/13/2023	11/9/2023	\$489.30		Rec EVENTS, FAIRS, & FESTI	Lighting and decor for winterfest
3334639	ZIONS FIRST NATIONAL BANK CC		11/13/2023	11/10/2023	\$50.36	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest parking barricade tape
3469040	ZIONS FIRST NATIONAL BANK CC		11/6/2023	11/6/2023	\$48.01	104210.240	Police OFFICE EXPENSE, SUP	12V batteries
3923414	ZIONS FIRST NATIONAL BANK CC		11/29/2023	11/21/2023	\$55.48	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest Carnival
4215	ZIONS FIRST NATIONAL BANK CC		11/16/2023	11/14/2023	\$50.40	536310.450	Irrigation WATER MAIN REPAIR	120sq ft turf
4670609	ZIONS FIRST NATIONAL BANK CC		11/22/2023	11/20/2023	\$33.55	104540.610	Rec EVENTS, FAIRS, & FESTI	Sound for Winterfest
4870648	ZIONS FIRST NATIONAL BANK CC		11/1/2023	10/31/2023	\$234.36	104210.250	Police EQUIPMENT OPERATI	Heater jackets for Crossing guards
4978625	ZIONS FIRST NATIONAL BANK CC		11/1/2023	10/31/2023	\$53.48	104210.250	Police EQUIPMENT OPERATI	Heater jackets for Crossing guards
5125062	ZIONS FIRST NATIONAL BANK CC		11/13/2023	11/9/2023	\$18.79	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest- Suzy snowflake - Thank you for judges
6105817	ZIONS FIRST NATIONAL BANK CC		11/3/2023	11/3/2023	\$83.06	104540.610	Rec EVENTS, FAIRS, & FESTI	Veteran program gifts
7267275 PO# 5062	ZIONS FIRST NATIONAL BANK CC		11/6/2023	11/1/2023	\$1,500.69	104160.270	Bldg B&G OPERATION AND M	Plant to re-do walton trailer floor
					45.04	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					105.05	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					90.04	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					480.22			

La Verkin City

Invoice Register: 10/27/2023 to 11/29/2023 - All Invoices

11/30/2023

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					1,064.07	104140.240	Admin OFFICE EXPENSE, SUP	
					836.61	104140.250	Admin EQUIPMENT OPERATIN	
					184.47	104140.270	Admin B&G OPERATION AND	
					1,457.33	104140.280	Admin UTILITIES	
					864.02	104140.290	Admin TELEPHONE/COMMUNI	
					580.73	104140.310	Admin ATTORNEY/IN HOUSE	
					1,500.00	104140.311	Admin ATTORNEY	
					6,000.00	104140.312	Admin AUDITOR	
					1,449.06	104140.315	Admin COMPUTER EQUIPME	
					215.43	104140.610	Admin MISCELLANEOUS SER	
					394.36	104160.250	Bldg EQUIPMENT OPERATING	
					960.92	104160.270	Bldg B&G OPERATION AND M	
					5.00	104210.130	Police EMPLOYEE BENEFITS	
					21.00	104210.210	Police BOOKS & MEMBERSHI	
					190.55	104210.230	Police TRAVEL & TRAINING	
					207.23	104210.240	Police OFFICE EXPENSE, SUP	
					4,774.25	104210.250	Police EQUIPMENT OPERATIN	
					369.72	104210.280	Police UTILITIES	
					579.00	104210.290	Police TELEPHONE	
					548.98	104210.315	Police COMPUTER EQUIPMEN	
					11,459.74	104210.410	Police DAT/INVESTIGATION/DI	
					216.87	104210.610	Police MISC SUPPLIES	
					425.00	104210.810	Police LEASE PAYMENTS	
					682.17	104240.250	Inspect EQUIPMENT OPERATI	
					608.38	104253.250	Animal EQUIPMENT OPERATI	
					184.46	104253.280	Animal UTILITIES	
					185.15	104253.610	Animal MISC SUPPLIES	
					896.79	104410.250	Streets EQUIPMENT OPERATI	
					1,458.19	104410.280	Streets UTILITIES	
					5,065.42	104410.745	Streets STREET IMPROVEME	
					4,855.66	104510.250	Parks EQUIPMENT OPERATIN	
					59.99	104510.270	Parks B&G OPERATION AND	
					635.52	104510.280	Parks UTILITIES	
					320.00	104510.410	Parks CEMETARY IMPROVEM	
					595.47	104510.470	Parks IMPACT FEES	
					10,372.18	104510.480	Parks RAP Tax	
					400.00	104540.120	Rec PART TIME EMPLOYEES	
					7,577.10	104540.610	Rec EVENTS, FAIRS, & FESTI	
					3,074.18	104540.810	Rec LEASE PAYMENTS	
					7,228.76	104620.610	Comm COMMUNITY DEVELOP	
					194,209.13		Total	
					84.59	511311	Accounts Receivable	
					2,254.11	512330	Turn on Fee/Renter Deposit	
					5,345.24	516340.250	O&M EQUIPMENT OPERATIN	
					680.22	516340.410	O&M PRODUCT OR SERVICE	
					4,492.93	516340.450	O&M SYSTEMS MAINTENANC	
					10.00	516660.130	Admin EMPLOYEE BENEFITS	
					581.92	516660.240	Admin OFFICE EXPENSE, SUP	
					182.55	516660.280	Admin UTILITIES	
					175.02	516660.290	Admin TELEPHONE & COMMU	
					509.90	516660.315	Admin SOFTWARE OR INFOR	
					3,149.39	516660.410	Admin PRODUCT OR SERVIC	
					6,743.70	516660.440	Admin CONNECTION COSTS	
					125.00	516660.460	Admin CONTRACTED SERVIC	
					24,334.57		Total	
					61,453.73	526260.520	Sewer PAYMENT TO ASH CRE	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
					98.05	536310.240	Irrigation OFFICE EXPENSE, S	
					312.06	536310.250	Irrigation EQUIPMENT OPERA	
					40.00	536310.290	Irrigation TELEPHONE & COM	
					152.00	536310.315	IrrigationCOMPUTER EQUIPM	
					2,603.93	536310.450	Irrigation WATER MAIN REPAIR	
					3,206.04		Total	
					27,249.08	546260.410	Garbage PAYMENT TO WASH	
					278.01	556350.240	Drainage OFFICE EXPENSE, S	
					592.26	556350.250	Drainage EQUIPMENT OPERA	
					40.00	556350.290	Drainage TELEPHONE & COM	
					152.00	556350.315	Drainage SOFTWARE & COMP	
					941.70	556350.440	Drainage NEW SERVICES	
					2,003.97		Total	
					\$312,456.52		GL Account Summary Total	

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF LAVERKIN CITY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, LaVerkin City, a duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Utah, is authorized by the laws of the State of Utah to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed \$80,000 constituting personal property necessary for the Lessee to perform essential governmental functions (the "*Equipment*"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into Municipal Lease-Purchase Agreements (the "*Agreements*") with Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance (or one of its affiliates), as lessor, (the "*Lessor*"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreements and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreements, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents; Designation as Bank Qualified. The form, terms and provisions of the Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the LaVerkin City Council of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Mayor of the Lessee is hereby authorized and directed to execute, and the City Recorder of the Lessee is hereby authorized and directed to attest, the Agreements and any related Exhibits attached thereto

and to deliver the Agreements (including such Exhibits) to the respective parties thereto, and the City Recorder of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as "qualified tax-exempt obligations" under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

Section 4. Appointment of Authorized Lessee Representatives. The Director of Operations, LaVerkin City Police Chief, and City Administrator of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreements and any escrow agreements until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreements or any escrow agreement.

Section 5. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 2 day of
November, 2023

MAYOR,

as lessee

[SEAL]

By: Kelly B. Wilsom

Printed Name: Kelly B. Wilsom

Title: Mayor

ATTEST:

By: Christy Ballard

Printed: Name: Christy Ballard

Title: City Recorder



11 North 300 West, Washington, Utah 84780
Tel: 435.652.8450 | Fax: 435.652.8416

WORK RELEASE NO. 2023-3

TRANSPORTATION MASTER PLAN, IMPACT FEE FACILITIES PLAN, AND IMPACT FEE ANALYSIS

LaVerkin City
435 N. Main
LaVerkin, UT 84745

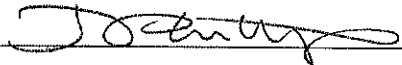
EXECUTION AND EFFECTIVE DATE

This Work Release No. 2023-3 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

CLIENT: LaVerkin City

ENGINEER: Sunrise Engineering, Inc.

By: _____

By: 

Date: _____

Date: November 2, 2023

Name: Kelly B. Wilson

Name: Joseph K. Phillips, PE

Title: Mayor

Title: Vice President

WORK RELEASE NO. 2023-3

This Work Release is entered into by and between LaVerkin City (CLIENT) and Sunrise Engineering, Inc. (ENGINEER) pursuant to Article 1 of the parties' Agreement for Engineering and Technical Services, dated January 1, 2010, hereinafter referred to as the "Agreement".

RECITAL

Pursuant to the Agreement, CLIENT and ENGINEER desire to identify certain engineering and/or technical services to be performed by ENGINEER. Such services are hereinafter referred to as ENGINEER's "Services" or "Scope of Services", and the assumptions, terms, conditions, promises and obligations of ENGINEER's Services are as described in this Work Release; furthermore, the terms, conditions, promises and obligations of the Agreement are incorporated by reference into this Work Release.

CLIENT's project for which ENGINEER's Services are being retained is the "Relevant Project" as defined in the Agreement and summarized in Article 1: Background Information. The Relevant Project is generally referred to herein as "project" or "the project".

ARTICLES

It is agreed that ENGINEER will perform the following Services:

1. BACKGROUND INFORMATION

CLIENT has furnished the following project information to ENGINEER and ENGINEER's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to CLIENT's project include the following:

1. Relevant Project Name: **Transportation Master Plan, Impact Fee Facilities Plan, and Impact Fee Analysis**
2. Study Location: **LaVerkin City, Washington County, Utah**
3. Summary of Study Objective: **Update the existing Transportation Master Plan, Impact Fee Facilities Plan, and Impact Fee Analysis to reflect current population, growth and development, roadway network quality, infrastructure market, and related conditions. The document will provide recommendations for system improvements as well as fee adjustments. The document will serve as the basis for CLIENT's possible adoption of a new Roadway Impact Fee.**
4. Relevant Studies, Reports, Plans: **LaVerkin Transportation Master Plan (August 2018), DMPO Regional Transportation Plan 2023-2050 (May 16, 2023), DMPO Regional Active Transportation Plan (2023-2050), UDOT Long-Range Transportation Plan Rural Projects 2023-2050, UDOT SR-9/SR-17 LaVerkin Planning Study (January 17, 2023)**
5. Project Funding: **UDOT Technical Planning Assistance (TPA) program, LaVerkin City Match 15% (Minimum)**
6. Report Format Standards: **ENGINEER's Document Standards**
7. Anticipated Deliverables: **Report entitled *LaVerkin City Transportation Master Plan, Impact Fee Facilities Plan and Impact Fee Analysis* summarizing data, methodology, assumptions, conclusions, and recommendations related to ENGINEER's Scope of Services, including an Impact Fee Facilities Plan and Impact Fee Analysis meeting the requirements of the Utah Impact Fees Act.**

2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, ENGINEER proposes to perform the following engineering Scope of Services:

1. Management of Engineering Services

- a) All phases of ENGINEER's services will include management of ENGINEER's project-specific responsibilities, including but not limited to the following management tasks:
 - i) Develop and submit an engineering services schedule.
 - ii) Coordinate services within ENGINEER's internal team, including subconsultants.
 - iii) Prepare and submit regular engineering services progress reports to CLIENT.
 - iv) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to ENGINEER's services.
 - v) With respect to ENGINEER's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with CLIENT; and
 - vi) Prepare agendas prior to and minutes following meetings conducted by ENGINEER.

2. Funding Administration Phase

- a) Upon authorization by CLIENT, ENGINEER will:
 - i) Communicate with the Utah Department of Transportation to review potential project funding sources.
 - ii) In CLIENT's behalf, prepare an application to the Technical Planning Assistance program for funding of the project, including supporting documentation. The application will request funding necessary in addition to CLIENT's funding commitment, if any, set forth in the Background Information.
 - iii) If required, attend one Technical Planning Assistance program meeting to support CLIENT's efforts to secure project funding.
 - iv) Advise CLIENT in CLIENT's efforts to secure and administer project funding.
- b) CLIENT recognizes that funding for the project through one of the public funding agencies identified herein is not guaranteed.
 - a. If the public funding agency to which ENGINEER applies on CLIENT's behalf declines to fund the project or funding terms are not deemed by CLIENT to be in its best interest, CLIENT may self-fund the project, coordinate with ENGINEER to reduce project Scope of Services and Compensation or suspend or terminate ENGINEER's services for convenience.

3. Study or Report Phase

- a) Upon authorization by CLIENT, ENGINEER will:
 - i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from CLIENT.
 - (1) Based on review and assessment of available information and data, advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to ENGINEER additional information.
 - ii) Visit the site as needed to perform the Study or Report Phase.
 - iii) Perform or provide the following Study or Report Phase tasks or deliverables:
 - (1) Gather and Review Data
 - (a) Review prior & related studies.
 - (i) LaVerkin Transportation Master Plan (August 2018)
 - (ii) DMPO Regional Transportation Plan 2023-2050 (May 16, 2023)
 - (iii) DMPO Regional Active Transportation Plan (2023-2050)
 - (iv) UDOT Long-Range Transportation Plan Rural Projects 2023-2050
 - (v) UDOT SR-9/SR-17 LaVerkin Planning Study (January 17, 2023)
 - (vi) ZRC Corridor Study
 - (b) Receive & review anecdotal information from CLIENT.
 - (c) Identify known system needs & project priorities.
 - (i) Review UDOT SR-9/SR-17 Planning Study and analyze scenarios and recommend preferred alternative.

- (d) Collect Traffic Counts on major roadways/intersections.
 - (i) Gather existing turn movement counts (TMC) and AADT volumes.
 - (ii) Coordinate additional TMC and AADT counts.
 - (2) Prepare Growth Analysis
 - (a) Review population history, current land-use & zoning, and pending development potential.
 - (i) Include SITLA & private development areas in the LaVerkin "upper bench".
 - (ii) Consider Toquerville Development, Upper Bench Development, Etc.
 - (b) Review and update TAZ socioeconomic data based on projected development.
 - (c) Establish study growth rate.
 - (3) Review and update roadway typical cross-sections
 - (4) Traffic Analysis
 - (a) Prepare updated travel demand model using DMPO model as base.
 - (i) Calibrate existing conditions based on counts.
 - (ii) Project traffic volumes out to 10-years, 20-years, and 30-years
 - (b) Analyze Roadway Segment Level of Service for each scenario.
 - (c) Analyze major intersection Level of Service.
 - (5) Address Preparation of Active Transportation Plan
 - (a) Include references to UDOT and DMPO Active Transportation
 - (6) Address Transit Plans
 - (a) Include UDOT transit projects.
 - (7) Address Freight traffic
 - (8) Recommend Capital Improvement Projects
 - (a) Prioritize capital projects based on the 10-year, 20-year, and 30-year scenarios,
 - (9) Prepare Financial Analysis
 - (a) Prepare opinions of probable cost for recommended improvements.
 - (10) Review Ordinances Related to the roadway network.
 - (a) Recommend modifications or additions to traffic related ordinances
 - (11) Prepare Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA)
 - (a) Base the IFFP and IFA on a 10-year planning horizon.
 - (b) Establish an existing Level of Service.
 - (c) Establish a desired Level of Service.
 - (d) Identify improvements required to support new growth.
 - (e) Calculate the maximum allowable Impact Fee.
 - (i) Include capital costs for new improvements.
 - (ii) Include existing excess capacity and debt service.
 - (iii) Include necessary property acquisitions.
 - (iv) Include financing costs.
 - (v) Include study costs.
 - (f) Calculate Impact Fees specific to single family equivalents and provide common land use fees table.
 - (g) Provide an Impact Fee Certification.
 - (h) Provide a Lay Person Summary.
 - (i) GIS Story Map
 - (12) Public Involvement
 - (a) Open House (at 50% completion)
 - (13) Prepare Final Report
 - (a) Develop a draft report presenting background, methodology, findings, conclusions & recommendations.
 - (b) The draft and final report will be delivered to CLIENT in .PDF format.
- iv) Furnish the draft Study or Report Phase deliverables to CLIENT, review the deliverables with CLIENT, and receive CLIENT's comments.

- v) Revise the Study or Report Phase deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables to CLIENT.
- vi) Present the final Study or Report Phase deliverables to CLIENT's governing body on a one-time basis at the conclusion of ENGINEER's services.
- b) Additional Services
 - i) The following tasks are not included in ENGINEER's Scope of Services but may be performed as Additional Services:
 - (1) Coordination, meetings, administration, responding to questions or comments, participating in peer reviews, and other tasks associated with third parties' interest in the project, including homeowners' associations and other organizations.
 - (2) Drafting Impact Fee or other ordinances for CLIENT's use related to the project.
 - (3) Preparation for and attendance at more than one City Council meeting.
 - (4) Participation in legal review processes associated with the project.
 - (5) Performing more than one draft report review iteration following ENGINEER's presentation of the final report to CLIENT's City Council.
- c) ENGINEER's services under the Study or Report Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final Study or Report Phase deliverables, as revised.

3. ADDITIONAL SERVICES

CLIENT may authorize ENGINEER to furnish or obtain from others Additional Services of the types listed below, which, unless expressly stated, are not included in the Scope of Services detailed above. If such Additional Services are performed by ENGINEER, CLIENT shall compensate ENGINEER under the hourly rate basis of compensation according to the attached fee schedule unless agreed to by CLIENT and ENGINEER, as follows:

1. Additional Services Requiring CLIENT's Written Authorization

- a) If authorized in writing by CLIENT, ENGINEER will perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
 - i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
 - ii) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT or others.
 - iii) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed, specified, studied or evaluated by ENGINEER, or the project's requirements, including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this Work Release or are due to any other causes beyond ENGINEER's control.
 - iv) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.
 - v) Providing renderings or models for CLIENT's use, including development, management, and other services.
 - vi) Undertaking investigations and studies not specified in the Scope of Services.
 - vii) Furnishing the services of ENGINEER's subconsultants, if any, for tasks other than those identified in the Scope of Services.
 - viii) Preparing for, coordinating with, participating in, and responding to structured independent review processes except where specified in the Scope of Services.
 - ix) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, CLIENT in any litigation, arbitration, mediation, lien, or bond claim, or other legal or

- administrative proceeding involving the project (but not including disputes between CLIENT and ENGINEER).
- x) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.
 - xi) Other additional services performed or furnished by ENGINEER not otherwise provided for in this Work Release.

4. CLIENT'S RESPONSIBILITIES

CLIENT agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the project and not expressly included in the Scope of Services to be performed by ENGINEER.

1. CLIENT's General Responsibilities

- a) CLIENT will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
- a) CLIENT will give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of:
 - i) Any development that affects the scope or time of performance of ENGINEER's services.
 - ii) The presence at the site of any constituent of concern or hazardous material.
- b) CLIENT will advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- c) CLIENT will primarily communicate with any of ENGINEER's subconsultants, if any, through ENGINEER and will promptly inform ENGINEER of the substance of any communications between CLIENT and ENGINEER's subconsultants and will refrain from directing the services of ENGINEER's subconsultants.
- d) CLIENT will authorize ENGINEER to provide Additional Services as required.
- e) Specific to Utah's Impact Fee Act (Utah Administrative Code §11-36a), CLIENT will fulfill all noticing, procedural and managerial requirements required by the Act.

2. Project Information

- a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide ENGINEER with information and data needed by ENGINEER for the performance of the Scope of Services, including CLIENT's design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability needs, design and construction standards, budgetary limitations, property descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility documentation, property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points, studies, investigations, tests and reports related to the site, environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.

3. CLIENT-Furnished Services

- a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.

5. COMPENSATION

CLIENT shall compensate ENGINEER for ENGINEER's performance of the Scope of Services as hereunder described:

1. Table of Compensation

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Funding Administration	2.2	\$3,800	Lump Sum	-
Study or Report Phase	2.3	\$86,400	Lump Sum	-
Additional Services	3.1	\$0	Hourly Rates	-
Total	-	\$90,200	-	-

2. Lump Sum Basis of Compensation

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.
- b) Lump sum fees include compensation for ENGINEER's services and services of ENGINEER's subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.
- c) The portion of the lump sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.

3. Hourly Rates Basis of Compensation

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by ENGINEER's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.
- b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.
- c) The hourly rates and fees charged by ENGINEER constitute complete compensation for ENGINEER's services, including labor costs, material expenses, overhead, and profit.

4. Billing Schedule

- a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by CLIENT and ENGINEER. Invoices are due and payable within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services to CLIENT.

6. EXHIBITS

Attached hereto and incorporated into the assumptions, terms, conditions, promises and obligations of this Work Release are the following Exhibit(s): Fee Schedule, Reimbursable Expense Schedule.

SUNRISE ENGINEERING

FEE SCHEDULE*

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	\$117	456	Training Manager	\$193
102	Engineer Intern (E.I.T.) II	\$129	460	Training Director	\$219
103	Engineer Intern (E.I.T.) III	\$139	500	Funding Specialist	\$145
104	Engineer III	\$151	510	Plan Reviewer	\$142
105	Engineer IV	\$169	511	Building Inspector I	\$83
106	Engineer V	\$192	512	Building Inspector II	\$100
107	Senior Engineer	\$207	513	Building Inspector III	\$125
110	Principal Engineer	\$215	525	Building Official	\$145
121	Electrical Engineer Intern (E.I.T.) I	\$129	601	GIS Tech	\$79
122	Electrical Engineer Intern (E.I.T.) II	\$145	602	GIS Tech II	\$98
123	Electrical Engineer III	\$165	611	GIS Specialist I	\$125
124	Electrical Engineer IV	\$189	613	GIS Analyst	\$149
125	Electrical Engineer V	\$215	614	GIS Programmer	\$160
126	Principal Electrical Engineer	\$230	615	GIS Team Leader	\$165
301	Engineering Tech I	\$89	51	Administrative I	\$55
302	Engineering Tech II	\$105	52	Administrative II	\$72
303	Engineering Tech III	\$119	53	Administrative III	\$88
304	Engineering Tech IV	\$149	96	Public Information Manager	\$138
311	Electrical Tech I	\$100	701	Planner I	\$97
312	Electrical Tech II	\$115	702	Planner II	\$112
313	Electrical Tech III	\$132	703	Planner III	\$128
314	Electrical Tech IV	\$148	704	Planner IV	\$140
315	Electrical Tech V	\$165	705	Planner V	\$154
351	Construction Observer I	\$79	712	Project Manager II	\$205
352	Construction Observer II	\$89	723	Water Rights Specialist III	\$155
353	Construction Observer III	\$109	921	Survey Tech	\$89
354	Construction Observer IV	\$121	930	Survey CAD Tech	\$139
401	CAD Drafter I	\$85	935	One Man Survey Crew	\$165
402	CAD Drafter II	\$95	940	Survey Manager	\$175
403	CAD Drafter/Designer III	\$105	945	Registered Surveyor	\$189
404	CAD Drafter/Designer IV	\$115	950	Principal Surveyor	\$209
451	Training Specialist I	\$160			

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate	Mark-Up
Mileage	\$0.59 per mile	N/A
Field Vehicle (On Site)	\$60 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$50 per day	N/A
High Density Scanner	\$175 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses Incurred	Actual Cost	10%

*Fees may change automatically annually and are subject to change on other occasions based on market conditions. STG 02-2023



11 North 300 West, Washington, Utah 84780
Tel: 435.652.8450 | Fax: 435.652.8416

WORK RELEASE NO. 2023-3.4

WANLASS PARK CONCEPT PLAN

LaVerkin City
435 N. Main
LaVerkin, UT 84745

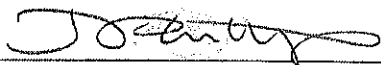
EXECUTION AND EFFECTIVE DATE

This Work Release No. 2023-3 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

CLIENT: LaVerkin City

ENGINEER: Sunrise Engineering, Inc.

By: _____

By: 

Date: _____

Date: 09.29.23

Name: Kelly B. Wilson

Name: Joseph K. Phillips, PE

Title: Mayor

Title: Vice President

WORK RELEASE NO. 2023-3

This Work Release is entered into by and between LaVerkin City (CLIENT) and Sunrise Engineering, Inc. (ENGINEER) pursuant to Article 1 of the parties' Agreement for Engineering and Technical Services, dated January 1, 2010, hereinafter referred to as the "Agreement".

RECITAL

Pursuant to the Agreement, CLIENT and ENGINEER desire to identify certain engineering and/or technical services to be performed by ENGINEER. Such services are hereinafter referred to as ENGINEER's "Services" or "Scope of Services", and the assumptions, terms, conditions, promises and obligations of ENGINEER's Services are as described in this Work Release; furthermore, the terms, conditions, promises and obligations of the Agreement are incorporated by reference into this Work Release.

CLIENT's project for which ENGINEER's Services are being retained is the "Relevant Project" as defined in the Agreement and summarized in Article 1: Background Information. The Relevant Project is generally referred to herein as "project" or "the project".

ARTICLES

It is agreed that ENGINEER will perform the following Services:

1. BACKGROUND INFORMATION

CLIENT has furnished the following project information to ENGINEER and ENGINEER's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to CLIENT's project include the following:

1. Relevant Project Name: Wanlass Park Concept Plan
2. Type of Facility: Community Park
3. Size of Facility: 7.3 Acres
4. Facility Location: LaVerkin City, Washington County, Utah
5. Summary of Improvements: CLIENT intends to improve the area shown in the Preliminary Project Exhibit as a community park including amenities such as pavilion, playground, band shelter, seasonal overhead sign supports, pickleball courts, restroom facility, site lighting, drinking fountain, splash pad, walkway, and appurtenant amenities, hardscape, and landscaping improvements.
6. Relevant Studies, Reports, Plans: UDOT's SR-9/SR-17 Planning Study (the study suggests a one-way couplet from 200 N to 600 N and a Loon; suggested street improvements may bisect the proposed park improvements).
7. Design CAD Standards: ENGINEER's CAD standards
8. Anticipated Deliverables: Color-rendered concept plan and opinion of probable cost

2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, ENGINEER proposes to perform the following engineering Scope of Services:

1. Management of Engineering Services

- a) All phases of ENGINEER's services will include management of ENGINEER's project-specific responsibilities, including but not limited to the following management tasks:
 - i) Coordinate services within ENGINEER's internal team, including subconsultants.
 - ii) Prepare and submit regular engineering services progress reports to CLIENT.
 - iii) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to ENGINEER's services.
 - iv) With respect to ENGINEER's services and other directly relevant parts of the project, prepare for and participate in periodic meetings with CLIENT.
 - (1) Meetings may be conducted virtually via online platforms.
 - v) Prepare agendas prior to and minutes following meetings conducted by ENGINEER.

2. Concept Planning Phase

- a) Upon authorization by CLIENT, ENGINEER will:
 - i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from CLIENT.
 - (1) Based on review and assessment of available information and data, advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to ENGINEER additional information.
 - ii) Visit the site as needed to perform the Concept Planning Phase.
 - iii) Relative to design survey and mapping:
 - (1) Design survey and mapping will not be performed by ENGINEER.
 - (2) Parcel boundaries used for the Concept Planning Phase will be taken from Washington County's GIS parcel database.
 - (3) Contour data for the Concept Planning Phase will be Washington County's recent and publicly available LiDAR data.
 - iv) Relative to above-ground utilities:
 - (1) Review above-ground utilities information obtained from others and from observations at the site.
 - (2) Make recommendations to CLIENT regarding any further identification, investigation, or mapping of above-ground utilities at or adjacent to the site and necessary for ENGINEER's design purposes.
 - v) Relative to underground facilities:
 - (1) Review underground facilities data furnished by CLIENT or others and advise CLIENT on the need to further identify, investigate, or map underground facilities at or adjacent to the site.
 - (a) In CLIENT's behalf, and with CLIENT's assistance, reach out to underground facility owners which evidently have underground facilities at or adjacent to the site for information on the vertical and horizontal alignments and quality of such underground facilities.
 - (b) CLIENT acknowledges and accepts that the information received from underground facility owners may be incorrect, incomplete, outdated, or otherwise flawed, and that ENGINEER, bidders, and the contractor bear and accept no risks associated with or resulting from such flawed information.
 - (2) If required, support CLIENT's efforts to expose, investigate, or pothole underground facilities.
 - vi) Specific to the Concept Plan development:
 - (1) Conduct a project kickoff meeting to confirm CLIENT's programming objectives and vision for the project.
 - (2) Gather base files, drawings, and other available site information to be used as site plan and background information relevant to the drawings.
 - (3) Preliminarily review CLIENT's landscape development codes, planting lists, and other requirements.
 - (4) Develop up to three preliminary site concepts incorporating CLIENT's programming elements.
 - (a) Send electronic "rough sketch" site concepts to CLIENT for review and comment.

- (i) Meet with CLIENT to present the "rough sketch" site concepts and gather feedback on each of the concepts.
 - (b) Incorporate comments from CLIENT and refine three preliminary concept options with labels to convey the overall design intent.
 - (c) List advantages and disadvantages of each of the three preliminary site concepts.
 - (d) Meet with CLIENT to present the finalized preliminary site concepts and gather feedback.
- (5) Develop a final concept plan.
 - (a) Coordinate with CLIENT to integrate comments and CLIENT's direction into a single preferred concept plan.
 - (b) Meet with CLIENT to present the preferred concept plan and gather feedback prior to final color rendering.
 - (c) Consider the potential phasing of future park improvements.
 - (d) Incorporate feedback and comments into a final concept plan and provide a color-rendered concept plan to CLIENT.
- (6) Prepare an opinion of probable cost for the project based on the information contained in the Concept Planning Phase documents.
- b) ENGINEER's services under the Concept Planning Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final Concept Planning Phase deliverables, as revised.

3. ADDITIONAL SERVICES

CLIENT may authorize ENGINEER to furnish or obtain from others Additional Services of the types listed below, which, unless expressly stated, are not included in the Scope of Services detailed above. If such Additional Services are performed by ENGINEER, CLIENT shall compensate ENGINEER under the hourly rate basis of compensation according to the attached fee schedule unless agreed to by CLIENT and ENGINEER, as follows:

1. Additional Services Requiring CLIENT's Written Authorization

- a) If authorized in writing by CLIENT, ENGINEER will perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
 - i) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.
 - ii) Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the project.
 - iii) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT or others.
 - iv) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by ENGINEER, or the project's design requirements, including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this Work Release or are due to any other causes beyond ENGINEER's control.
 - v) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.
 - vi) Providing renderings or models for CLIENT's use, including development, management, and other services in support of building information modeling or civil integrated management, except as described in the Scope of Services.
 - vii) Undertaking investigations and studies including, but not limited to:
 - (1) Detailed consideration of operations, maintenance, and overhead expenses.

- (2) Feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses.
- (3) Building, property, or similar appraisals.
- viii) Furnishing the services of ENGINEER's subconsultants for tasks other than those identified in the Scope of Services.
- ix) Preparing for, coordinating with, participating in, and responding to independent review processes.
- x) Any services by ENGINEER in connection with CLIENT or ENGINEER providing a document to a requesting party not including CLIENT or ENGINEER.
- xi) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, CLIENT in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between CLIENT and ENGINEER).
- xii) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction, and providing other special field surveys, unless otherwise identified in the Scope of Services.
- xiii) Other potential project-related tasks or deliverables such as:
 - (1) Geotechnical Investigation.
 - (2) Traffic Planning Study.
 - (3) Survey, Mapping or Right-of-Way Documents.
 - (4) Architectural Plans or Studies.
 - (5) Design, Bidding or Negotiating, Construction, and Post-Construction Phase services.
- xiv) Other additional services performed or furnished by ENGINEER not otherwise provided for in this Work Release.

4. CLIENT'S RESPONSIBILITIES

CLIENT agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the project and not expressly included in the Scope of Services to be performed by ENGINEER.

1. CLIENT's General Responsibilities

- a) CLIENT will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
- b) CLIENT will give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of:
 - i) Any development that affects the scope or time of performance of ENGINEER's services.
 - ii) The presence at the site of any constituent of concern or hazardous material.
- c) CLIENT will advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- d) CLIENT will primarily communicate with any of ENGINEER's subconsultants through ENGINEER and will promptly inform ENGINEER of the substance of any communications between CLIENT and ENGINEER's subconsultants and will refrain from directing the services of ENGINEER's subconsultants.
- e) CLIENT will authorize ENGINEER to provide Additional Services as required.

2. Project Information

- a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide ENGINEER with information and data needed by ENGINEER for the performance of the Scope of Services, including CLIENT's design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability needs, design and construction standards, budgetary limitations, property descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility documentation, property, boundary, easement, right-of-way and other special surveys or data, including

establishing relevant reference points, studies, investigations, tests and reports related to the site, environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.

3. CLIENT-Furnished Services

- a) CLIENT will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.

5. **COMPENSATION**

CLIENT shall compensate ENGINEER for ENGINEER's performance of the Scope of Services as hereunder described:

1. Table of Compensation

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Concept Planning Phase	2.1, 2.2	\$15,800	Lump Sum	-
Additional Services	3.1	\$0	Hourly Rates	-
Total	-	\$15,800	-	-

2. Lump Sum Basis of Compensation

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.
- b) Lump sum fees include compensation for ENGINEER's services and services of ENGINEER's subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.
- c) The portion of the lump sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.

3. Hourly Rates Basis of Compensation

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by ENGINEER's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.
- b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.
- c) The hourly rates and fees charged by ENGINEER constitute complete compensation for ENGINEER's services, including labor costs, material expenses, overhead, and profit.
- d) ENGINEER may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated compensation amount unless approved by CLIENT.

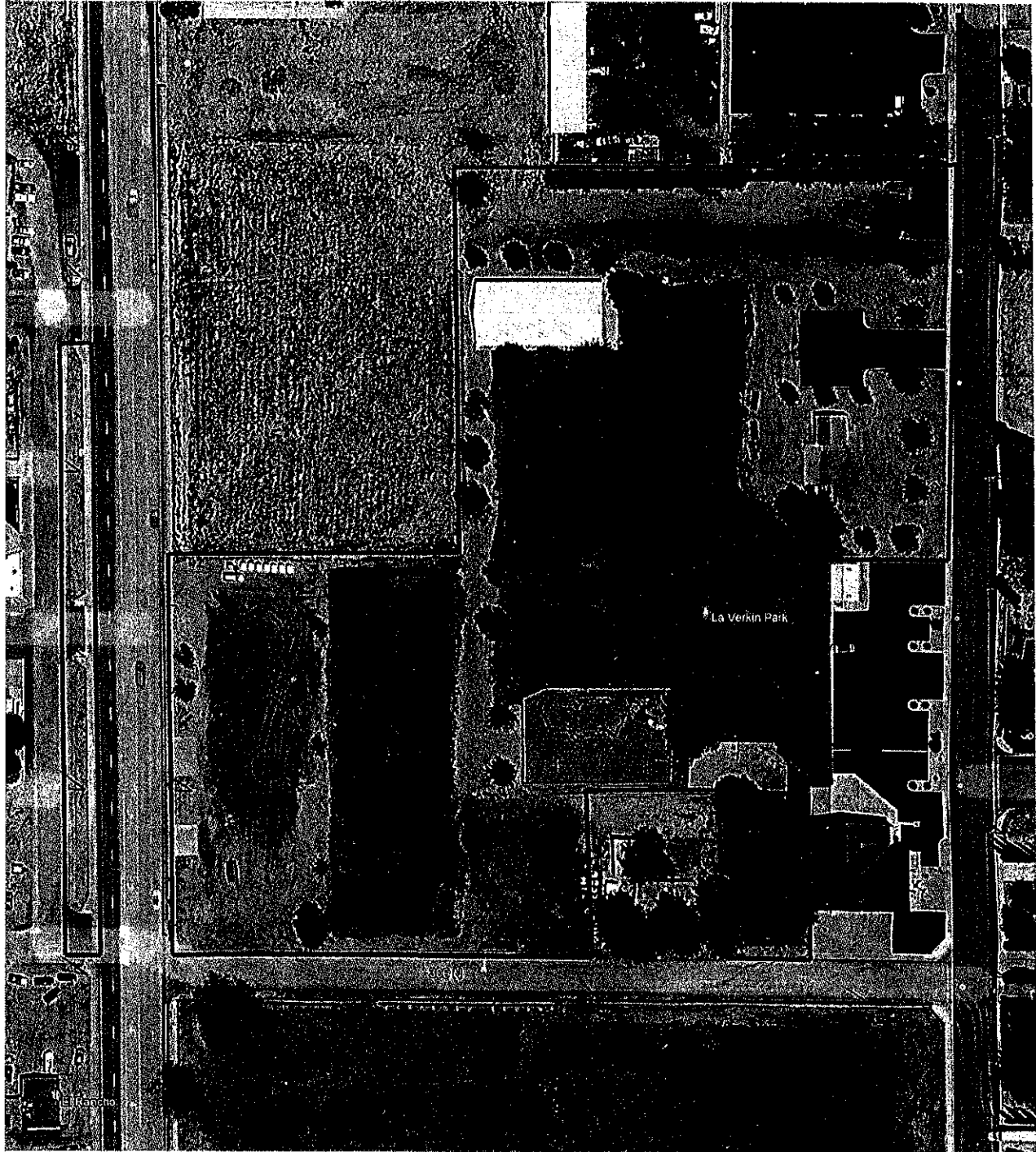
4. Billing Schedule

- a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by CLIENT and ENGINEER. Invoices are due and payable within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services to CLIENT.

6. **EXHIBITS**

Attached hereto and incorporated into the assumptions, terms, conditions, promises and obligations of this Work Release are the following Exhibit(s): Preliminary Project Exhibit, Fee Schedule, Reimbursable Expense Schedule.

PRELIMINARY PROJECT EXHIBIT



SUNRISE ENGINEERING

FEE SCHEDULE*

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	\$117	456	Training Manager	\$193
102	Engineer Intern (E.I.T.) II	\$129	460	Training Director	\$219
103	Engineer Intern (E.I.T.) III	\$139	500	Funding Specialist	\$145
104	Engineer III	\$151	510	Plan Reviewer	\$142
105	Engineer IV	\$169	511	Building Inspector I	\$83
106	Engineer V	\$192	512	Building Inspector II	\$100
107	Senior Engineer	\$207	513	Building Inspector III	\$125
110	Principal Engineer	\$215	525	Building Official	\$145
121	Electrical Engineer Intern (E.I.T.) I	\$129	601	GIS Tech	\$79
122	Electrical Engineer Intern (E.I.T.) II	\$145	602	GIS Tech II	\$98
123	Electrical Engineer III	\$165	611	GIS Specialist I	\$125
124	Electrical Engineer IV	\$189	613	GIS Analyst	\$149
125	Electrical Engineer V	\$215	614	GIS Programmer	\$160
126	Principal Electrical Engineer	\$230	615	GIS Team Leader	\$165
301	Engineering Tech I	\$89	51	Administrative I	\$55
302	Engineering Tech II	\$105	52	Administrative II	\$72
303	Engineering Tech III	\$119	53	Administrative III	\$88
304	Engineering Tech IV	\$149	96	Public Information Manager	\$138
311	Electrical Tech I	\$100	701	Planner I	\$97
312	Electrical Tech II	\$115	702	Planner II	\$112
313	Electrical Tech III	\$132	703	Planner III	\$128
314	Electrical Tech IV	\$148	704	Planner IV	\$140
315	Electrical Tech V	\$165	705	Planner V	\$154
351	Construction Observer I	\$79	712	Project Manager II	\$205
352	Construction Observer II	\$89	723	Water Rights Specialist III	\$155
353	Construction Observer III	\$109	921	Survey Tech	\$89
354	Construction Observer IV	\$121	930	Survey CAD Tech	\$139
401	CAD Drafter I	\$85	935	One Man Survey Crew	\$165
402	CAD Drafter II	\$95	940	Survey Manager	\$175
403	CAD Drafter/Designer III	\$105	945	Registered Surveyor	\$189
404	CAD Drafter/Designer IV	\$115	950	Principal Surveyor	\$209
451	Training Specialist I	\$160			

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate	Mark-Up
Mileage	\$0.59 per mile	N/A
Field Vehicle (On Site)	\$60 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$50 per day	N/A
High Density Scanner	\$175 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses Incurred	Actual Cost	10%

*Fees may change automatically annually and are subject to change on other occasions based on market conditions. STG 02-2023

ORDINANCE NO. 2023- ____

AN ORDINANCE AMENDING ORDINANCE NO. 2022-08 OF THE LaVERKIN CITY CODE, RELATIVE TO THE CITY'S REGULATIONS FOR LANDSCAPING AND WATER CONSERVATION APPLICABLE TO THE DEVELOPMENT OF LAND IN LaVERKIN CITY, UTAH

WHEREAS Washington County is one of the most arid and fastest growing regions in Utah, with its major population centers dependent on a water resource that is prone to drought; and

WHEREAS it is essential that water conservation initiatives be adopted to protect the local population, economy and quality of life; and

WHEREAS LaVerkin City ("the City"), in partnership with Washington County ("the County") and the Washington County Water Conservancy District ("the District" or "WCWCD"), desire to establish standards for water-efficient new development—to address limited water supplies, drought conditions, and the sustainability of future water resources; and

WHEREAS the City, the County, and the District desire to ensure (insofar as is possible and practicable) the continuance of a reliable, resilient, and sustainable water supply to the City and its residents and businesses; and

WHEREAS it is believed that the establishment and adoption of standards for all new construction in the City—including single-family residential, multi-family residential, commercial, and manufacturing/industrial development—will help in such an effort; and

WHEREAS it is in the public interest to:

- conserve the public's water resources and to promote water-efficient construction and landscaping.
- to protect and enhance the community's environmental, economic, recreational, and aesthetic resources of the City and local area;
- promote the efficient use of water in our community's buildings and landscapes.
- reduce water waste; and
- establish a structure for designing, installing, and maintaining water efficient buildings and landscapes throughout the City;
- establish standards for the use of culinary water for outdoor landscaping and irrigation; and

WHEREAS careful management of local culinary water resources (a) is of significant importance to our community and (b) enhances the protection and availability of adequate quality culinary water for present and future residents and businesses of our community; and

ORDINANCE NO. 2023 _____

WHEREAS it is the considered opinion and determination of the City Council that the proposed amendments or additions to the *LaVerkin City Code* ("LVCC") are necessary and proper for—and in the best interests of—the City and its residents, guests, and businesses (and the safety, peace, and good order thereof).

WHEREAS, the Washington County Water Conservancy District has, since that time, released additional recommendations, benchmarks, and standards.

SECTION 1: AMENDMENT OF THE CODE OF THE LAVERKIN CITY CODE, BY INCLUDING THE WASHINGTON COUNTY WATER CONSERVATION DISTRICT MOST RECENT RECOMMENDATIONS, BENCHMARKS, AND STANDARDS.

Title 8 of The LaVerkin City Code ("LVCC") is hereby amended to include the most recent additions, Recommendations, benchmarks, and standards of the Washington County Water Conservation District, of the "Conservation Landscape Requirements," as set forth in Exhibit A hereto, the contents of which are hereby incorporated as though fully set forth herein.

SECTION 11: REPEAL OF CONFLICTING PROVISIONS.

All ordinances or resolutions, or parts or provisions thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent that they conflict herewith.

SECTION 111: SEVERABILITY.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION IV: EFFECTIVE DATE.

This Ordinance shall take effect _____, 2023.

ORDINANCE NO. 2023, _____

PASSED AND ADOPTED by the City Council of LaVerkin City this _____, 2023.

KELLY WILSON, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder

8-8-1-3: APPLICABILITY:

The provisions of this Chapter are applicable to all new construction, development and major landscape improvements within the City limits of the City (a) located above the cliffs running along the main portion of the City (known as "the Top Side"); and (b) in the residential areas within the main land area of the City below said cliffs, except for those lands for which *the city has a legal obligation*, appurtenant water rights or sufficient water delivery contracts with the City (from the City's secondary water system) are owned and assigned for use on said main land property. (Ord. 2022-08, 9-7-2022; amd. Ord. 2023-04, 3-1-2023)

8-8-2: DEFINITIONS:

The following definitions shall apply to this chapter:

ACTIVE RECREATION AREA:	An area that is dedicated to active play where grass may be used as the playing surface. Examples of active recreation areas include sports fields, play areas, and other similar uses designated for physical activity. <i>Active recreation areas shall be:</i> <i>a minimum of 1,500 contiguous square feet of lawn area not less than 30 feet in any dimension not less than 10 feet from areas dedicated to vehicular use, such as a street or parking lot designed and located to be accessible to large populations, such as at a school, daycare, recreation center, senior center, public park, private park, water park or religious institution. co-located with amenities, including but not limited to trash bins, benches, tables, walking paths, drinking water, playground equipment and/or other recreational amenities.</i>
LAWN	<i>irrigated nonagricultural land planted in closely mowed, managed grasses.</i>

MULCH:	Any organic material such as leaves, bark, wood chips, straw; inorganic material such as crushed stone or gravel; other materials left loose and applied to the soil surface for the beneficial purpose of controlling weeds and conserving soil moisture. <i>material (such as, but not limited to, rock, bark, wood chips) uniformly applied upon the surface of the soil to reduce evaporation and weed growth. Mulches must allow penetration of water and air. For purposes of this standard, ungrouted pavers, stepping stones and artificial turf manufactured to be permeable to air and water may be considered mulch.</i>
PLANTING BED	<i>areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials and other regionally appropriate plants</i>
GRASS:	<i>A surface layer of earth containing mowed grass with its roots.</i>
PLANTING PLAN:	<i>A Planting Plan that clearly and accurately identifies the type, size, and locations for new and existing trees, shrubs, planting beds, ground covers, grass lawn areas, driveways, sidewalks, hardscape features, and fences.</i>

8-8-3-1: CONSTRUCTION STANDARDS:

- A. The following shall be installed in new single-family and multiple-family dwellings of 1,000 *1,400* square feet or greater: tankless water heater (unless hot water delivery can be demonstrated to occur without first displacing more than 0.6 gallons of system water).

A Hot water recirculation system shall be required, unless hot water can be delivered without displacing more than 0.6 gallons of water.

B. The following shall be installed in all new single-family and multiple-family dwellings:

1. Water Sense labeled fixtures, including, but not limited to *irrigation controllers*, faucets, showerheads, toilets, and urinals.
2. Energy Star qualified appliances.

C. All multiple-family units shall be separately metered, sub-metered, or equipped with alternative technology capable of tracking the water use of the individual unit; and the information related thereto shall be made available to the resident of each unit.

D. All multiple-family projects shall be equipped with separate water meters for all outdoor water usage, including landscaping. (Ord. 2022-08, 9-7-2022)

8-8-3-2: LANDSCAPE STANDARDS:

A. For all new residential construction or development, landscaping shall meet the following requirements:

1. Single-Family Dwellings. ~~and Multiple-Family Dwelling Projects with Ten Units or Less:~~

- a. The total grass area shall not exceed the following:

Lot size	Maximum grass
Up to 10,000 7,500 sf	800 <i>600 sf</i>
10,000+ to 25,000 sf <i>7,500 sf + to 25,00 sf</i>	8% of lot sf
25,000+ sf	2,000 sf

- b. *Multi-family developments with less than 6 dwelling units shall be allowed 600 square feet of lawn.*

- c. *Multi-family developments with more than 6 dwelling units shall be allowed 100 square feet per of lawn per dwelling unit.*

- d. Grass *lawn* is prohibited in park strips, in landscape areas less than eight feet wide, and on any slope that exceeds 15%; and

- e. *Lawns must be accessible for active use and may not be in streetscape frontages, parking lots, roundabouts, medians, driveways and other areas not conducive to access and safe use. Lawns may not be within 10 feet of a roadway.*

- f. *Certain special purpose landscape areas (e.g., stormwater management areas, cemeteries, etc.) may receive exceptions from the slope or lawn allowances and other elements of the Landscaping Requirements. Exceptions shall be considered by the municipality on a case-by-case basis.*

e. Each single-family dwelling shall have a minimum of two water-efficient shade trees with a minimum one-and-one-half-inch (1½") caliper trunk. Each multiple-family development with ten units or less shall follow city approved landscape planting plans for number of shade trees.

2. Multiple-Family Dwelling Projects with More than Ten Units: Comply with the Landscape Standards in 8-8-4-2, below.

B. The Plant List, as defined in Section 8-8-2, shall be consulted in determining appropriate, adaptable and environmentally sustainable trees, shrubs, and other plants to be planted and maintained. (Ord. 2022-08, 9-7-2022)

8-8-4-1: CONSTRUCTION STANDARDS:

~~A. Tankless water heaters shall be installed, unless hot water delivery can be demonstrated to occur without first displacing more than 0.6 gallons of system water.~~

A. A Hot water recirculation system, unless hot water can be delivered without displacing more than 0.6 gallons of water.

B. Water Sense labeled fixtures shall be installed, including, but not limited to irrigation controllers, faucets, showerheads toilets, and urinals.

C. Energy Star-qualified appliances shall be installed.

D. All shell units with ground floor square footage, or which are individually platted, shall be separately metered, sub-metered, or equipped with alternative technology capable of tracking the water use of the individual unit,; and the information related thereto shall be made available to the individual unit.

1. Individually platted condominium units are excepted if a property owners association owns and maintains the water lines and meters. *If the units platted are at ground level, they are required to have individual water meters.*

2. All nonresidential projects require separate water meters for all outdoor water usage, including landscaping.

E. All carwash projects shall recirculate and limit the maximum amount of water to 35 gallons per vehicle washed.

~~F. Exterior, decorative water features are prohibited, except up to five decorative water features with 50 gallon or less capacity and maintained recirculating pumps.~~

F. Manmade Ornamental Water Features, Manmade ornamental water features are limited to 25 square feet of surface area per parcel and are limited to the parcel.

G. All golf courses using water district or municipal water supplies shall irrigate with secondary irrigation water and shall have separate water meters for the golf course. Irrigation with potable water is prohibited. Each golf course development shall submit and follow a water budget with the Landscape Documentation Packet and identify water conservation measures for city approval.

H. Outside misting systems shall only operate during the May through August time period where the daily high temperature is 90 degrees Fahrenheit or greater. (Ord. 2022-08, 9-7-2022)

8-8-4-2: LANDSCAPE STANDARDS:

A. All new construction, new development *and rehabilitation* shall meet the Landscape Design Standards and Irrigation Design Standards of this Chapter.

1. ~~Grass is not permitted outside of an active recreation area.~~ *Lawn areas are prohibited except where an Active Recreation Area is appropriate, such as at a childcare center or athletic complex.*

2. ~~Grass is prohibited in park strips, in landscape areas less than eight feet wide, and on any slope that exceeds fifteen percent (15%).~~ *Grass lawn is prohibited in any area less than 8 feet wide and/or upon a slope that exceeds 15 percent and/or within any area less than 10 feet from a roadway. Grass lawn is not allowed within streetscape frontages, parking lots, roundabouts, medians, driveways, park strips and other areas not conducive to access and safe use.*

3. Landscape and irrigation installers shall follow the plans that have been signed and approved by the city.

4. Each project shall propose and follow an approved Planting Plan. At least forty percent (40%) of the project's proposed (and installed) landscaped area shall contain vegetative cover consisting of water-efficient shade trees and/or bushes adequate in number and configuration to visually enhance the project, prevent heat islands, and prevent soil erosion. The configuration of the vegetation in the Planting Plan is in the sole discretion of the city.

5. If secondary irrigation water is reasonably available, each project shall connect to the system for all outdoor water use. A city may make minor exceptions, allowing use of treated water for outdoor plantings in small beautification areas, in its sole discretion.

B. The Plant List, as defined in Section [8-8-2](#), shall be consulted in determining appropriate, adaptable and environmentally sustainable trees, shrubs, and other plants to be planted and maintained.

C. Required Documentation

1. Landscape Documentation Package: A copy of a Landscape Documentation Package shall be submitted to and approved by the city prior to the issue of any building permit. A copy of the approved Landscape Documentation Package shall be provided to the property owner or site manager. The Landscape Documentation Package shall be prepared by a professional landscape architect (PLA) and shall consist of the following items:

a. Project Data Sheet containing the following:

- (1) Project name and address;
- (2) Applicant or applicant agent's name, address, phone number, and email address;
- (3) Landscape architect's name, address, phone number, and email address; and
- (4) Landscape contractor's name, address, phone number and email address, if available at this time.

b. Planting Plan. A detailed Planting Plan shall be drawn at a scale that clearly identifies the following:

- (1) Location of all plant materials, a legend with common and botanical names, and size of plant materials;
- (2) Property lines and street names;
- (3) Existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements;
- (4) Existing trees and plant materials to be removed or retained;
- (5) Scale: graphic and written.;
- (6) Date of design;
- (7) Designation of hydrozones; and
- (8) Details and specifications for tree staking, soil preparation, and other planting work.

c. Irrigation Plan. A detailed irrigation plan shall be drawn at the same scale as the Planting Plan and shall contain the following information:

- (1) Layout of the irrigation system and a legend summarizing the type and size of all components of the system, including manufacturer name and model numbers;
- (2) Static water pressure in pounds per square inch (psi) at the point of connection to the public water supply;
- (3) Flow rate in gallons per minute and design operating pressure in psi for each valve and precipitation rate in inches per hour for each valve with irrigation equipment (i.e., sprinklers, drip emitters, bubblers, etc.); and
- (4) Installation details for irrigation components.

d. Grading Plan. A grading plan shall be drawn at the same scale as the Planting Plan and shall contain the following information:

- (1) Property lines and street names, existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements; and
- (2) Existing and finished contour lines and spot elevations as necessary for the proposed site improvements, as well as drainage.

2. Plan Review, Construction Inspection, and Post-Construction Monitoring.

a. As part of the building permit approval process, a copy of the Landscape Documentation Package shall be submitted with a city-provided pre-submittal checklist completed to initiate a review and approval process before construction begins.

b. All installers and designers shall meet state and local license, insurance, and bonding requirements, and shall be able to show proof of such.

c. During construction, site inspection of the landscaping may be performed by the city Building Inspection Department or another entity tasked with approvals.

d. Following construction, and prior to issuance of an occupancy permit, an inspection shall be scheduled with the Building Inspection Department or other appointed entity to verify compliance with the approved landscape plans. The Certificate of Substantial Completion shall be completed by the property owner, developer, contractor or landscape architect, and submitted to the city.

e. The city or other appointed entity reserves the right to perform site inspections at any time before, during or after the irrigation system and landscape installation, and to require corrective measures if requirements of this Chapter are not satisfied. (Ord. 2022-08, 9-7-2022)

8-8-4-3: IRRIGATION DESIGN STANDARDS:

A. Pressure Regulation. A pressure regulating valve shall be installed by the builder or developer, and maintained by the owner, if the static service pressure exceeds 90 pounds per square inch (psi). The pressure-regulating valve shall be located between the meter and the first point of water use, or first point of division in the pipe, and shall be set at the manufacturer's recommended pressure for the sprinklers.

B. Irrigation Controller. It is required that landscaped areas use a Water Sense labeled smart irrigation controller, which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities and shall have memory retention capability to retain pre-programmed irrigation schedules. Sites are not exempt from water waste prohibitions.

C. Each valve shall irrigate a landscape with a similar site, slope and soil conditions, and plant materials with similar watering needs. ~~Grass~~ *lawn*, trees and non-grass areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves.

D. Low-volume irrigation equipment (i.e., drip emitters *discharging 20 gallons per hour, or less*, ~~bubblers~~) shall be provided for each tree.

E. Drip irrigation shall be used to irrigate plants in non-~~grass~~ *lawn* areas. Spray head to drip conversion for rehabilitated landscape sites may be acceptable with city approval of Irrigation Plans.

F. High conservation efficiency spray nozzles are required for sprinkler applications.

G. Sprinkler heads shall have matched precipitation rates with each control valve circuit.

H. Sprinkler heads shall be attached to rigid lateral lines with flexible material (swing joints) to reduce potential for breakage.

I. Check valves are required. Pressure compensating valves and sprinklers are required where a significant variation in water pressure occurs within the irrigation system due to elevation differences.

J. Filters, *pressure regulating valves* and end-flush valves *Fittings* shall be provided for drip irrigation lines. *Drip systems shall not use emitters that discharge more than 20 gallons per hour (GPH).*

K. Landscape watering with potable (treated) water is prohibited from 10:00 a.m. to 6:00 p.m., June 1 to September 1, to maximize irrigation efficiency; and it should be limited to the hours of 6:00 p.m. to 10:00 a.m. during times of low wind, year-round, to avoid excessive loss of

water through evapotranspiration, with treated or untreated (secondary) water. (c.f., Section 8-6-6)

L. Water waste is prohibited.

1. Waste includes overwatering, irrigating during a precipitation event, water that sprays or flows off your property, failure to comply with drought restrictions and/or a failure to repair irrigation system leaks and/or malfunctions in a timely manner. [See Section [8-1-17](#).]

2. Overwatering can be avoided by following the *Washington County Conservancy District* water district's recommended irrigation schedule and practices as noted on wcwcd.org. The generally recommended schedule is:

a. Winter (Nov - Feb) - sprinkler and drip irrigation up to 1 day a week. Irrigation is typically not needed in December and January

b. Spring (Mar - April) - sprinkler irrigation up to 3 days a week and drip irrigation up to 2 days a week

c. Summer (May - Aug) - sprinkler irrigation up to 4 days a week and drip irrigation up to 3 days a week

d. Fall (Sept - Oct) - sprinkler irrigation up to 3 days a week and drip irrigation up to 2 days a week

M. Program valves for multiple repeat cycles are required to reduce runoff on slopes and for soils with slow infiltration rates. (Ord. 2022-08, 9-7-2022)

CHAPTER 8 CONSERVATION LANDSCAPE REQUIREMENTS

SECTION:

8-8-1: General Provisions

8-8-1-1: Short Title

8-8-1-2: Conflict

8-8-1-3: Applicability

8-8-1-4: Severability

8-8-2: Definitions

8-8-3: Single-Family And Multiple-Family Residential Water Efficiency Standards

8-8-3-1: Construction Standards

8-8-3-2: Landscape Standards

8-8-3-3: Restrictive Covenants In Conflict With Water Efficiency Standards

8-8-4: Nonresidential Zones And Development Water Efficiency Standards

8-8-4-1: Construction Standards

8-8-4-2: Landscaped Standards

8-8-4-3: Irrigation Design Standards

8-8-5: Relief From Application Of Provisions Of Chapter

8-8-1: GENERAL PROVISIONS:

8-8-1-1: SHORT TITLE:

This Chapter shall be known as "Conservation Landscape Requirements". (Ord. 2022-08, 9-7-2022)

8-8-1-2: CONFLICT:

The terms and requirements of this Chapter and those of the currently adopted Building Related Codes identified in Chapter 1 of Title 9 shall be read and applied together. Any conflict between the terms and requirements of this Chapter and those of the Building Related Codes shall be resolved in favor of the latter. (Ord. 2022-08, 9-7-2022)

8-8-1-3: APPLICABILITY:

The provisions of this Chapter are applicable to all new construction, development and major landscape improvements within the City limits of the City (a) located above the cliffs running along the main portion of the City (known as "the Top Side"); and (b) in the residential areas within the main land area of the City below said cliffs, except for those lands for which the city has a legal obligation, appurtenant water rights or sufficient water delivery contracts with the City (from the City's secondary water system) are owned and assigned for use on said main land property. (Ord. 2022-08, 9-7-2022; amd. Ord. 2023-04, 3-1-2023)

8-8-1-4: SEVERABILITY:

The provisions of this chapter are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality; invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of this chapter or their applicability to other persons or circumstances. (Ord. 2022-08, 9-7-2022)

8-8-2: DEFINITIONS:

The following definitions shall apply to this chapter:

ACTIVE RECREATION AREA:	Active recreation areas shall be: a minimum of 1,500 contiguous square feet of lawn area not less than 30 feet in any dimension not less than 10 feet from areas dedicated to vehicular use, such as a street or parking lot designed and located to be accessible to large populations, such as at a school, daycare, recreation center, senior center, public park, private park, water park or religious institution. co-located with amenities, including but not limited to trash bins, benches, tables, walking paths, drinking water, playground equipment and/or other recreational amenities.
CHECK VALVE:	A device used in sprinkler heads or pipe to prevent water from draining out of the pipe through gravity flow.
CONTROLLER:	A device used in irrigation systems to automatically control when and how long sprinklers or drip irrigation systems operate.
DRIP EMITTER:	A drip irrigation fitting that delivers water slowly at the root zone of the plant, usually measured in gallons per hour.
DRIP IRRIGATION:	An irrigation system that delivers water by adding water at the plant's base and root zone, usually measured in gallons per hour. Drip irrigation exhibits a droplet, trickle, umbrella or short stream pattern, to reduce evaporation, overspray, and water use, and improving water conservation.
GRADING PLAN:	The grading plan shows all finish grades, spot elevations, drainage as necessary, and new and existing contours with the developed landscaped area.
GROUND COVER:	Material planted in such a way as to form a continuous cover over ground that can be maintained at a height no more than twelve (12) inches.
HARDSCAPE:	Elements of landscape constructed from non-living materials such as concrete, boulders, brick, blacktop, and lumber. It includes patios, decks, and paths, but does not include driveways and sidewalks.
HYDROZONE:	Portion of landscape area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

IRRIGATION PLAN:	A plan that shows the components of the irrigation system with water meter size, backflow prevention, precipitation rates, flow rate, and operating pressure for each irrigation circuit, and identification of all irrigation equipment.
IRRIGATION RUNOFF:	Irrigation water that is not absorbed by the soil or landscape area to which it is applied, and that flows onto other areas.
LANDSCAPE ARCHITECT:	A person who holds a professional license to practice landscape architecture in the state of Utah. Per State Code, licensed landscape architects, licensed architects, licensed land surveyors, and licensed engineers can professionally stamp plans that fall under the practice of landscape architecture. This includes commercial landscape and irrigation plans.
LANDSCAPE AREA:	Area within a lot or parcel that is not the home footprint, driveway, sidewalk or patio.
LANDSCAPE DESIGNER:	A person who may or may not hold professional certificates for landscape design/architecture, and who generally focuses on residential design and horticultural needs of home landscapes. Landscape designers cannot legally create commercial landscape plans.
LANDSCAPE DOCUMENTATION PACKAGE:	The documentation of graphic and written criteria, specifications, and detailed plans to arrange and modify the effects of natural features to comply with the provisions of this chapter. The Landscape Documentation Package shall include a project data sheet, a site plan, a planting plan, an irrigation plan, construction details, and a grading plan.
LANDSCAPE OR LANDSCAPING:	Any combination of berms; living plants, such as trees, shrubs, vines, ground covers, annuals, perennials, ornamental grass, or seeding; natural features such as rock, stone, or bark chips; and structural features, including but not limited to outdoor artwork, screen walls, fences or benches that create an attractive and pleasing environment.
LANDSCAPE OR LANDSCAPING MAINTENANCE:	Maintaining or keeping any landscaping, or any area required to be landscaped:
	A. In a live and thriving condition, with consideration for normal growth and water needs; and
	B. Fertilized, mowed, trimmed, edged, mulched and free from weeds, dead plants, litter, refuse, or debris in

	compliance with regionally accepted horticultural practice and city ordinances.
LANDSCAPE PLAN:	A plan that clearly and accurately identifies the location and species of new and existing trees, shrubs, ground covers, and other plants on a site, and any other landscape element, and includes an irrigation plan.
LAWN	irrigated nonagricultural land planted in closely mowed, managed grasses.
MULCH:	Material (such as, but not limited to, rock, bark, wood chips) uniformly applied upon the surface of the soil to reduce evaporation and weed growth. Mulches must allow penetration of water and air. For purposes of this standard, ungrouted pavers, stepping stones and artificial turf manufactured to be permeable to air and water may be considered mulch
PARK STRIP:	A typically narrow landscaped area located between the back-of-curb and sidewalk.
PLANTING BED	areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials and other regionally appropriate plants
PLANT LIST:	A list of locally adaptable and environmentally sustainable plants for compliant Planting Plans as provided by the Washington County Water Conservancy District (see current version of the Washington County, Utah, Plant Guide, or successor thereof, available at the Washington County Water Conservancy District, or online at www.wcwcd.org).
PLANTING PLAN:	A Planting Plan that clearly and accurately identifies the type, size, and locations for new and existing trees, shrubs, planting beds, ground covers, lawn areas, driveways, sidewalks, hardscape features, and fences.
PRECIPITATION RATE:	The depth of water applied to a given area, usually measured in inches per hour.
PRESSURE COMPENSATING:	A drip irrigation system that compensates for fluctuating water pressure by only allowing a fixed volume of water through drip emitters.
PRESSURE REGULATING VALVE:	A valve installed in an irrigation mainline that reduces a higher supply pressure at the inlet down to a regulated lower pressure at the outlet.
REHABILITATED LANDSCAPING:	Landscape area in which over 50% percent of existing landscaping is removed and replaced. Includes all landscaping funded in part, or completely, by Washington County Water Conservancy District's landscape conversion program.

SECONDARY IRRIGATION WATER:	Non-potable water that is untreated and used for irrigation of outdoor landscaping.
SLOPE:	A vertical rise in feet measured over a horizontal distance, expressed as a percentage, measured generally at right angles to contour lines.
TOP SIDE:	the area of the city situated atop the cliffs that line the easterly portions of the City, designated as “Top side / East Bench” in the City’s General Plan.
WATER-CONSERVING PLANT:	A plant that can generally survive with available rainfall once established, with possible supplemental irrigation needed or desirable during spring and summer months or during drought periods. (Ord. 2022-08, 9-7-2022)

8-8-3: SINGLE-FAMILY AND MULTIPLE-FAMILY RESIDENTIAL WATER EFFICIENCY STANDARDS:

These provisions are applicable to all new construction, and new development in any residential zone, or for any single family or multiple family residential development in any zone located in the areas identified in Section 8-8-1-3 above. (Ord. 2022-08, 9-7-2022)

8-8-3-1: CONSTRUCTION STANDARDS:

A. The following shall be installed in new single-family and multiple-family dwellings of 1,400 square feet or greater: A Hot water recirculation system shall be required unless hot water can be delivered without displacing more than 0.6 gallons of water.

B. The following shall be installed in all new single-family and multiple-family dwellings:

1. Water Sense labeled fixtures, including, but not limited to irrigation controllers, faucets, showerheads, toilets, and urinals.

2. Energy Star qualified appliances.

C. All multiple-family units shall be separately metered, sub-metered, or equipped with alternative technology capable of tracking the water use of the individual unit; and the information related thereto shall be made available to the resident of each unit.

D. All multiple-family projects shall be equipped with separate water meters for all outdoor water usage, including landscaping. (Ord. 2022-08, 9-7-2022)

8-8-3-2: LANDSCAPE STANDARDS:

A. For all new residential construction or development, landscaping shall meet the following requirements:

1. Single-Family Dwellings.

- a. The total lawn area shall not exceed the following:

Lot size	Maximum lawn
Up to 7,500 sf	600 sf
7,500 + to 25,000 sf	8% of lot sf
25,000+ sf	2,000 sf

b. multi-family developments with less than 6 dwelling units shall be allowed 600 square feet of lawn.

c. multi-family developments with more than 6 dwelling units shall be allowed 100 square feet per of lawn per dwelling unit.

d. Lawn is prohibited in park strips, in landscape areas less than eight feet wide, and on any slope that exceeds 15%; and

e. Lawns must be accessible for active use and may not be in streetscape frontages, parking lots, roundabouts, medians, driveways and other areas not conducive to access and safe use.

f. Certain special purpose landscape areas (e.g., stormwater management areas, cemeteries, etc.) may receive exceptions from the slope or lawn allowances and other elements of the Landscaping Requirements. Exceptions shall be considered by the municipality on a case-by-case basis.

g. Each single-family dwelling shall have a minimum of two water-efficient shade trees with a minimum one-and-one-half-inch (1½") caliper trunk. Each multiple-family development with ten units or less shall follow city approved landscape planting plans for number of shade trees.

2. Multiple-Family Dwelling Projects with More than Ten Units: Comply with the Landscape Standards in 8-8-4-2, below.

B. The Plant List, as defined in Section 8-8-2, shall be consulted in determining appropriate, adaptable and environmentally sustainable trees, shrubs, and other plants to be planted and maintained. (Ord. 2022-08, 9-7-2022)

8-8-3-3: RESTRICTIVE COVENANTS IN CONFLICT WITH WATER EFFICIENCY STANDARDS:

To the extent permitted by applicable law, any homeowners or property owners' association governing documents, such as bylaws, operating rules, covenants, conditions, and restrictions, that govern the operation of a common interest development, recorded after adoption of this Chapter, are deemed void and unenforceable if they conflict with the water efficiency standards in this Chapter, or if they have the effect of prohibiting or restricting compliance with this Chapter. (Ord. 2022-08, 9-7-2022)

8-8-4: NONRESIDENTIAL ZONES AND DEVELOPMENT WATER EFFICIENCY STANDARDS:

These provisions are applicable to all new construction and new development in all nonresidential zones, and nonresidential development in any zone located in the areas identified in Section 8-8-1-3 above. (Ord. 2022-08, 9-7-2022)

8-8-4-1: CONSTRUCTION STANDARDS:

- A. A Hot water recirculation system unless hot water can be delivered without displacing more than 0.6 gallons of water.
- B. Water Sense labeled fixtures shall be installed, including, but not limited to irrigation controllers, faucets, showerheads toilets, and urinals.
- C. Energy Star-qualified appliances shall be installed.
- D. All shell units with ground floor square footage, or which are individually platted, shall be separately metered, sub-metered, or equipped with alternative technology capable of tracking the water use of the individual unit; and the information related thereto shall be made available to the individual unit.
 - 1. Individually platted condominium units are excepted if a property owners association owns and maintains the water lines and meters. If the units platted are at ground level, they are required to have individual water meters.
 - 2. All nonresidential projects require separate water meters for all outdoor water usage, including landscaping.
- E. All carwash projects shall recirculate and limit the maximum amount of water to 35 gallons per vehicle washed.
- F. Manmade Ornamental Water Features, Manmade ornamental water features are limited to 25 square feet of surface area per parcel and are limited to the parcel.
- G. All golf courses using water district or municipal water supplies shall irrigate with secondary irrigation water and shall have separate water meters for the golf course. Irrigation with potable water is prohibited. Each golf course development shall submit and follow a water budget with the Landscape Documentation Packet and identify water conservation measures for city approval.
- H. Outside misting systems shall only operate during the May through August time period where the daily high temperature is 90 degrees Fahrenheit or greater. (Ord. 2022-08, 9-7-2022)

8-8-4-2: LANDSCAPE STANDARDS:

- A. All new construction, new development and rehabilitation shall meet the Landscape Design Standards and Irrigation Design Standards of this Chapter.
 - 1. Lawn areas are prohibited except where an Active Recreation Area is appropriate, such as at a childcare center or athletic complex.
 - 2. Lawn is prohibited in any area less than 8 feet wide and/or upon a slope that exceeds 15 percent and/or within any area less than 10 feet from a roadway. Lawn is not allowed within streetscape frontages, parking lots, roundabouts, medians, driveways, park strips and other areas not conducive to access and safe use.

3. Landscape and irrigation installers shall follow the plans that have been signed and approved by the city.

4. Each project shall propose and follow an approved Planting Plan. At least forty percent (40%) of the project's proposed (and installed) landscaped area shall contain vegetative cover consisting of water-efficient shade trees and/or bushes adequate in number and configuration to visually enhance the project, prevent heat islands, and prevent soil erosion. The configuration of the vegetation in the Planting Plan is in the sole discretion of the city.

5. If secondary irrigation water is reasonably available, each project shall connect to the system for all outdoor water use. A city may make minor exceptions, allowing use of treated water for outdoor plantings in small beautification areas, in its sole discretion.

B. The Plant List, as defined in Section 8-8-2, shall be consulted in determining appropriate, adaptable and environmentally sustainable trees, shrubs, and other plants to be planted and maintained.

C. Required Documentation

1. Landscape Documentation Package: A copy of a Landscape Documentation Package shall be submitted to and approved by the city prior to the issue of any building permit. A copy of the approved Landscape Documentation Package shall be provided to the property owner or site manager. The Landscape Documentation Package shall be prepared by a professional landscape architect (PLA) and shall consist of the following items:

a. Project Data Sheet containing the following:

- (1) Project name and address;
- (2) Applicant or applicant agent's name, address, phone number, and email address;
- (3) Landscape architect's name, address, phone number, and email address; and
- (4) Landscape contractor's name, address, phone number and email address, if available at this time.

b. Planting Plan. A detailed Planting Plan shall be drawn at a scale that clearly identifies the following:

- (1) Location of all plant materials, a legend with common and botanical names, and size of plant materials;
- (2) Property lines and street names;
- (3) Existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements;
- (4) Existing trees and plant materials to be removed or retained;
- (5) Scale: graphic and written.;
- (6) Date of design;
- (7) Designation of hydrozones; and
- (8) Details and specifications for tree staking, soil preparation, and other planting work.

c. Irrigation Plan. A detailed irrigation plan shall be drawn at the same scale as the Planting Plan and shall contain the following information:

(1) Layout of the irrigation system and a legend summarizing the type and size of all components of the system, including manufacturer name and model numbers;

(2) Static water pressure in pounds per square inch (psi) at the point of connection to the public water supply;

(3) Flow rate in gallons per minute and design operating pressure in psi for each valve and precipitation rate in inches per hour for each valve with irrigation equipment (i.e., sprinklers, drip emitters, bubblers, etc.); and

(4) Installation details for irrigation components.

d. Grading Plan. A grading plan shall be drawn at the same scale as the Planting Plan and shall contain the following information:

(1) Property lines and street names, existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements; and

(2) Existing and finished contour lines and spot elevations as necessary for the proposed site improvements, as well as drainage.

2. Plan Review, Construction Inspection, and Post-Construction Monitoring.

a. As part of the building permit approval process, a copy of the Landscape Documentation Package shall be submitted with a city-provided pre-submittal checklist completed to initiate a review and approval process before construction begins.

b. All installers and designers shall meet state and local license, insurance, and bonding requirements, and shall be able to show proof of such.

c. During construction, site inspection of the landscaping may be performed by the city Building Inspection Department or another entity tasked with approvals.

d. Following construction, and prior to issuance of an occupancy permit, an inspection shall be scheduled with the Building Inspection Department or other appointed entity to verify compliance with the approved landscape plans. The Certificate of Substantial Completion shall be completed by the property owner, developer, contractor or landscape architect, and submitted to the city.

e. The city or other appointed entity reserves the right to perform site inspections at any time before, during or after the irrigation system and landscape installation, and to require corrective measures if requirements of this Chapter are not satisfied. (Ord. 2022-08, 9-7-2022)

8-8-4-3: IRRIGATION DESIGN STANDARDS:

A. Pressure Regulation. A pressure regulating valve shall be installed by the builder or developer, and maintained by the owner, if the static service pressure exceeds 90 pounds per square inch (psi). The pressure-regulating valve shall be located between the meter and the first point of water use, or first point of division in the pipe, and shall be set at the manufacturer's recommended pressure for the sprinklers.

B. Irrigation Controller. It is required that landscaped areas use a Water Sense labeled smart irrigation controller, which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or

rain shut-off capabilities and shall have memory retention capability to retain pre-programmed irrigation schedules. Sites are not exempt from water waste prohibitions.

C. Each valve shall irrigate a landscape with a similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn, trees and non-Lawn areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves.

D. Low-volume irrigation equipment (i.e., drip emitters, discharging 20 gallons per hour, or less) shall be provided for each tree.

E. Drip irrigation shall be used to irrigate plants in non-Lawn areas. Spray head to drip conversion for rehabilitated landscape sites may be acceptable with city approval of Irrigation Plans.

F. High conservation efficiency spray nozzles are required for sprinkler applications.

G. Sprinkler heads shall have matched precipitation rates with each control valve circuit.

H. Sprinkler heads shall be attached to rigid lateral lines with flexible material (swing joints) to reduce potential for breakage.

I. Check valves are required. Pressure compensating valves and sprinklers are required where a significant variation in water pressure occurs within the irrigation system due to elevation differences.

J. Filters, pressure regulating valves and end-flush Fittings shall be provided for drip irrigation lines. Drip systems shall not use emitters that discharge more than 20 gallons per hour (GPH).

K. Landscape watering with potable (treated) water is prohibited from 10:00 a.m. to 6:00 p.m., June 1 to September 1, to maximize irrigation efficiency; and it should be limited to the hours of 6:00 p.m. to 10:00 a.m. during times of low wind, year-round, to avoid excessive loss of water through evapotranspiration, with treated or untreated (secondary) water. (c.f., Section 8-6-6)

L. Water waste is prohibited.

1. Waste includes overwatering, irrigating during a precipitation event, water that sprays or flows off your property, failure to comply with drought restrictions and/or a failure to repair irrigation system leaks and/or malfunctions in a timely manner. [See Section 8-1-17.]

2. Overwatering can be avoided by following the Washington County Conservancy District recommended irrigation schedule and practices as noted on wcwcd.org. The generally recommended schedule is:

a. Winter (Nov - Feb) - sprinkler and drip irrigation up to 1 day a week. Irrigation is typically not needed in December and January

b. Spring (Mar - April) - sprinkler irrigation up to 3 days a week and drip irrigation up to 2 days a week

c. Summer (May - Aug) - sprinkler irrigation up to 4 days a week and drip irrigation up to 3 days a week

d. Fall (Sept - Oct) - sprinkler irrigation up to 3 days a week and drip irrigation up to 2 days a week

M. Program valves for multiple repeat cycles are required to reduce runoff on slopes and for soils with slow infiltration rates. (Ord. 2022-08, 9-7-2022)

8-8-5: RELIEF FROM APPLICATION OF PROVISIONS OF CHAPTER:

Any landowner or developer of property located within the main land area of the City-for which new construction, development and/or major landscape improvements are desired, but which the landowner or developer asserts is not connected and cannot reasonably connect to and be served by the City's secondary water system-may submit a written request for relief to the City Administrator, who shall review the request within ten (10) business days and grant such relief as he or she deems necessary and proper, and in accordance with application state and local law. If aggrieved by the decision of the City Administrator, such landowner or developer may make application to appear before the City Council to request relief. (Ord. 2022-08, 9-7-2022)



INTERSTATE ROCK PRODUCTS

42 S. 850 W. Hurricane, Utah 84737

Phone: (435) 635-2628

Email: office@interstaterock.com

9/29/2023

Derek Imlay
City of La Verkin
435 North Main Street
La Verkin, UT 84745

Subject:
Zion Corridor Trail Through Cottonwood Hollow

Dear Derek,
Interstate Rock Products, Inc. is pleased to provide you with a proposal for engineering and design services for the above referenced project, which is understood to be part of the Washington County Zion Corridor Trail and will be connected at each end of the trail by future projects by others. This proposal is based upon drawings and information received and reviewed by our Interstate Rock Engineering Team dated on 8/21/2023.

Services Provided: All services are further described in the attached agreement.

- Proposed services, time and price for work as follows:

Services:	Time:	Price:
Construction Drawings		\$52,657.26
Total		\$52,657.26

Respectfully,
Kyson Spendlove, EIT

By signing below, the client acknowledges that they have read and agree that the above mentioned proposal is only an estimate of the actual price and that the total amount billed can change depending on the actual amount of work done. Any adjustments to the total price will be dependent upon the signed agreement that is attached to this proposal.

Accepted by:

Signature

Date



INTERSTATE
ROCK PRODUCTS

42 S. 850 W. Hurricane, Utah 84737

Phone: (435) 635-2628

Email: office@interstaterock.com

Title



INTERSTATE
ROCK PRODUCTS

42 S. 850 W. Hurricane, Utah 84737

Phone: (435) 635-2628

Email: office@interstaterock.com

Agreement for Design and Engineering Services

Cottonwood Hollow Asphalt Trail Design

SECTION 1.0 INTRODUCTION

1.1 Interstate Rock's Understanding of Project Description and Scope:

Project Overview:

Owner: City of La Verkin

Client: Derek Imlay

Project Area: Please see Exhibit A for the project area of focus.

This project entails the design and approval of the trails from the East property line of Interstate Rock Products to the West propertyline of said property, also known as the Cottonwood Hollow Subdivision.

1.2 Definitions:

The following definitions are provided to support contracts that include design and engineering services:

- **Interstate Rock Products, Inc. (IRP)**
- **Additional Services** are professional services rendered other than the base services including, but not limited to extra submittals, meetings and presentations.
- **Owner & Client:** The person(s) on whose behalf IRP is providing a service or the individual who signs this document.
- **Design / Engineering Team:** The full complement of professional service firms that are working under IRP's contract. IRP is the Prime Consultant and those working under contract with IRP are Subconsultants.
- **Limits of Work (LOW):** The boundary of the Professional Services and limits of Contract Work.
- **Design Limits of Work (DLOW):** The geographic area within which design services will be provided to the Client or Owner.
- **Notice to Proceed (NTP):** The written indication by the Client to IRP to act and provide Services. The date of commencement is established by the notice to proceed and is typically tied with the signing of this document.
- **Professional Services (Design and/or Engineering):** The Basic Professional Services, or the components of the Process, and any Supplemental or Additional Services delivered by IRP.
- **Supplemental Services:** Those Services known at the time that the project is scoped and proposed but are not part of the Base Services or Fees. These



Services may be authorized after the base Services begin as a Modification to the Professional Services Contract.

1.3 Meetings:

- Client/Owner and design/engineering team weekly/monthly meetings are to be held primarily in person, except where otherwise noted.
- Office meetings held in IRP's office.
- Meetings held on the project site, unless the project is not within the general local areas of St. George, Washington, Hurricane, La Verkin, Toquerville, or Springdale. Then it will require travel labor and travel expenses. The quantity, if applicable, is noted and a price included in the IRP fee proposal. Additional visits may be negotiated.

SECTION 2.0 PROFESSIONAL SERVICES

2.1 Basic Design Services:

Preliminary Design Services

- Existing conditions map
 - Create a map that displays all of the existing utilities, contours and the property of focus. This map will be in PDF form and can be emailed to the email of choice. In addition to this PDF an online web will be created where all the existing conditions will be uploaded for a view that is 3-dimensional.
- Site Analysis document
 - This document will thoroughly review the proposed project site along with any and all utilities. It will determine which utilities would be best to tie into and will include images to help during decision making for the preliminary/conceptual layout.
- Preliminary/Conceptual Layout
 - Create a map that shows the proposed improvements to the project site with 2-dimensional linework. All grading for the preliminary/concept layout will be minor and will only be done to ensure that the linework is feasible.
 - Create a list of estimated quantities of what is to be removed and installed.
 - Create a preliminary engineers estimate to give a budgetary number on project costs.



42 S. 850 W. Hurricane, Utah 84737

Phone: (435) 635-2628

Email: office@interstaterock.com

- Zone Change Mapping
 - Create zone change maps to be submitted to the needed municipality.
 - Zone change map submittal to the needed municipality.
 - Municipality Coordination and Meeting Attendance
 - Attend the needed Planning Commissions and City Councils to answer questions in regards to the proposed zone change.

Construction Documents Services

- Construction Drawings
 - Create all construction documents in order to submit to the joint utility committee for review and approvals.
- Municipality Coordination and Meeting Attendance
 - Attend the needed meeting to answer questions or help in the review process for the joint utility committee.
- Redline Review and Adjustments
 - Update all construction documents after joint utility committee review to ensure that plans are approved.

Additional Services

- Specification Writing
 - Create a specification document for the project as construction drawings are being finalized. This allows for all bidders to know the intentions of the project and ensures that the client is protected from anything that is constructed out of specification.
- Bid Consulting
 - Consult with Client / Architect during bidding to analyze bids and assist in selection of a contractor.
- Review contractor's queries.
 - Review questions or concerns that the contractor has to help ensure the project is constructed as designed or that the needed changes can be made and approved by the needed departments.
- Review submittals throughout construction.
 - Review the project submittals as they are sent from the contractor. Ensure that the materials they are using meet the standards called out for.
- As-Built Drawings
 - Update construction documents utilizing AutoCAD with as-built information provided by the installing contractor. The completed as-built drawings may be provided on either bond paper and/or as electronic .pdf format.
- Project Observations and Meeting Coordination



**INTERSTATE
ROCK PRODUCTS**

42 S. 850 W. Hurricane, Utah 84737

Phone: (435) 635-2628

Email: office@interstaterock.com

- Coordinate construction related meetings and/or provide construction observation visits to observe work (and provide field reports).

SECTION 3.0 SCHEDULE

3.1 Planning a Design Schedule:

Assumption of a (6) Month Design Schedule

- Pre-Design Drone Flight and Survey Review
- First Stakeholder Review (Linework)
- Second Stakeholder Review (Linework/Grading)
- Third Stakeholder Review (Redlines)
- Final Approval (Stamped Plan Sets ready for Signature)

SECTION 4.0 COMPENSATION TERMS

4.1 Contract Terms:

STANDARD FEE SCHEDULE

Description	Hourly Fee
Professional Engineer (Services provided by a professional engineer for consultation, attendance at meetings, site visits, and construction design or review performed by a professional engineer.)	\$125.00 / hour
Design Engineer (Services provided by a design engineer for consultation, attendance at meetings, site visits, and construction design or review performed by a design engineer.)	\$85.00 / hour
Surveyor	\$100.00 / hour
Travel Labor (Any additional expenses during travel, including room and board, will be the responsibility of the client.)	/ mile
Prints / Scans	• 24"x36" \$5.00 / sheet (b&w) \$6.00 / sheet (color)
	11"x17" \$0.25 / page (b&w) \$0.50 / page (color)



42 S. 850 W. Hurricane, Utah 84737

Phone: (435) 635-2628

Email: office@interstaterock.com

*Any other expenses will be billed at cost plus 10%.

*Fees will be adjusted periodically to reflect inflation and cost changes.

SECTION 5.0 SIGNED AGREEMENT

5.1 Signatures

By signing below, both the "Client" and the IRP Staff Member acknowledge that they have read and understand the above written agreement along with the attached "Professional Services Conditions & Exceptions" document.

"Client" Signature

Date

IRP Staff Member Signature

Date



42 S. 850 W. Hurricane, Utah 84737

Phone: (435) 635-2628

Email: office@interstaterock.com

Professional Services

Conditions & Exceptions

- A. **CONDITIONS OF AGREEMENT:** This agreement expires if not signed and the stipulated retainer paid within thirty days from the Agreement date. An increase in fees will be negotiated if notice to proceed is not given on all items within 90 days of the Agreement date.
- B. **AUTHORIZATION TO PROCEED:** Execution of this Agreement by Client will be authorization for Interstate Rock Products, Inc. to proceed with the work unless otherwise provided for in this Agreement.
- C. **SERVICES OFFERED:** This agreement does not include a hydrology study, traffic study, environmental study, cultural study, NPDES, tortoise survey, landscape plans, irrigation plans, site lighting plans, electrical load calculations, record drawings, ALTA, inspection, or testing unless specifically addressed in the Agreement or any other service not specifically addressed. The improvement plans will be limited to areas within the project boundary. The project will be designed as a single phase unless stated otherwise.
- D. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, are prepared by the Engineer as instruments of service and shall remain the property of the Engineer. Photocopies and blueprints may be purchased and will be made available within a reasonable amount of time upon request by the Client.
- E. **RESPONSIBILITY OF CLIENT:** The Client shall be responsible to provide the Engineer with all information in his possession pertinent to our completion of this project. Client will designate a representative to review and approve documents submitted by Interstate Rock Products, Inc.. The representative shall be empowered to render decisions and provide information in a timely manner that will not delay the orderly progress of the work. Interstate Rock Products, Inc. is entitled to rely upon the information, decisions and approvals furnished by Client's representatives.
- F. **COST OPINIONS:** Any cost opinions or project economic evaluations provided by Interstate Rock Products, Inc. will be on a basis of experience and judgment, but, Interstate Rock Products, Inc. cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.
- G. **STANDARD OF CARE:** The standard of care applicable to Interstate Rock Products, Inc. services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time Interstate Rock Products, Inc. services are performed.
- H. **ASBESTOS OR HAZARDOUS SUBSTANCES:** To the maximum extent permitted by law, Client will indemnify Interstate Rock Products, Inc. from all claims, damages, losses, and costs, including litigation expenses and attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the project.
- I. **LIMITATION OF LIABILITY:** To the maximum extent permitted by law, Client agrees to limit the Engineer's liability to the Client and to all construction contractors and subcontractors on the project, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000.00 or the Engineer's total fee for services rendered on the project. Whichever is greater. Client acknowledges that Interstate Rock Products, Inc. has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation. The Engineer will not be liable for consequential damages of any kind, nature, or description.
- J. **INTERPRETATION:** The limitation of liability and indemnities will apply whether Interstate Rock Products, Inc. liability arises under breach of contract or warranty; tort, including negligence; strict liability; or any other cause of action, except the limitations will not apply to willful misconduct or gross negligence for limitations of liability or sole negligence for indemnification. Said limitations shall apply to Interstate Rock Products, Inc. officers, affiliated corporations, employees, and subcontractors.
- K. **UTAH LAW:** The laws of the State of Utah shall govern any litigation, controversy or adversary proceeding.
- L. **SEVERABILITY AND SURVIVAL:** If any provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability indemnities, and other express representations shall survive termination of this Agreement for any cause.
- M. **PAYMENT:** Progress payments shall be made in proportion to services performed. All payments shall be due within 30 days of the Engineer's submission of his invoice. Any invoiced amounts not paid within 30 days from the date of presentation of the invoice shall commence to bear an interest of 18% per annum. Interstate Rock Products, Inc. is entitled to suspend the performance of any and all obligations under this agreement if payment is not received within 30



INTERSTATE ROCK PRODUCTS

42 S. 850 W. Hurricane, Utah 84737

Phone: (435) 635-2628 Email: office@interstaterock.com

days from Engineer's submittal of invoice. If the amount is not paid and must be placed into the hands of a collector or attorney, additional charges will be due for the cost of collection, interest costs, and reasonable attorney's fees.

- N. **COSTS:** The Client will pay the costs of all fees related to this project including checking, inspection, zoning, annexation, applications, assessments, permits, bond premiums, title company charges, utility design charges, and all other charges not specifically covered under terms of this contract. Additional work and reproduction expenses will be invoiced per our Standard Fee Schedule. Should any proceedings be brought against the Engineer because of any failure or alleged failure to perform, error, omission, or negligence and if not successfully prosecuted, Client agrees to pay the Engineer any and all costs of defense.



INTERSTATE
ROCK PRODUCTS

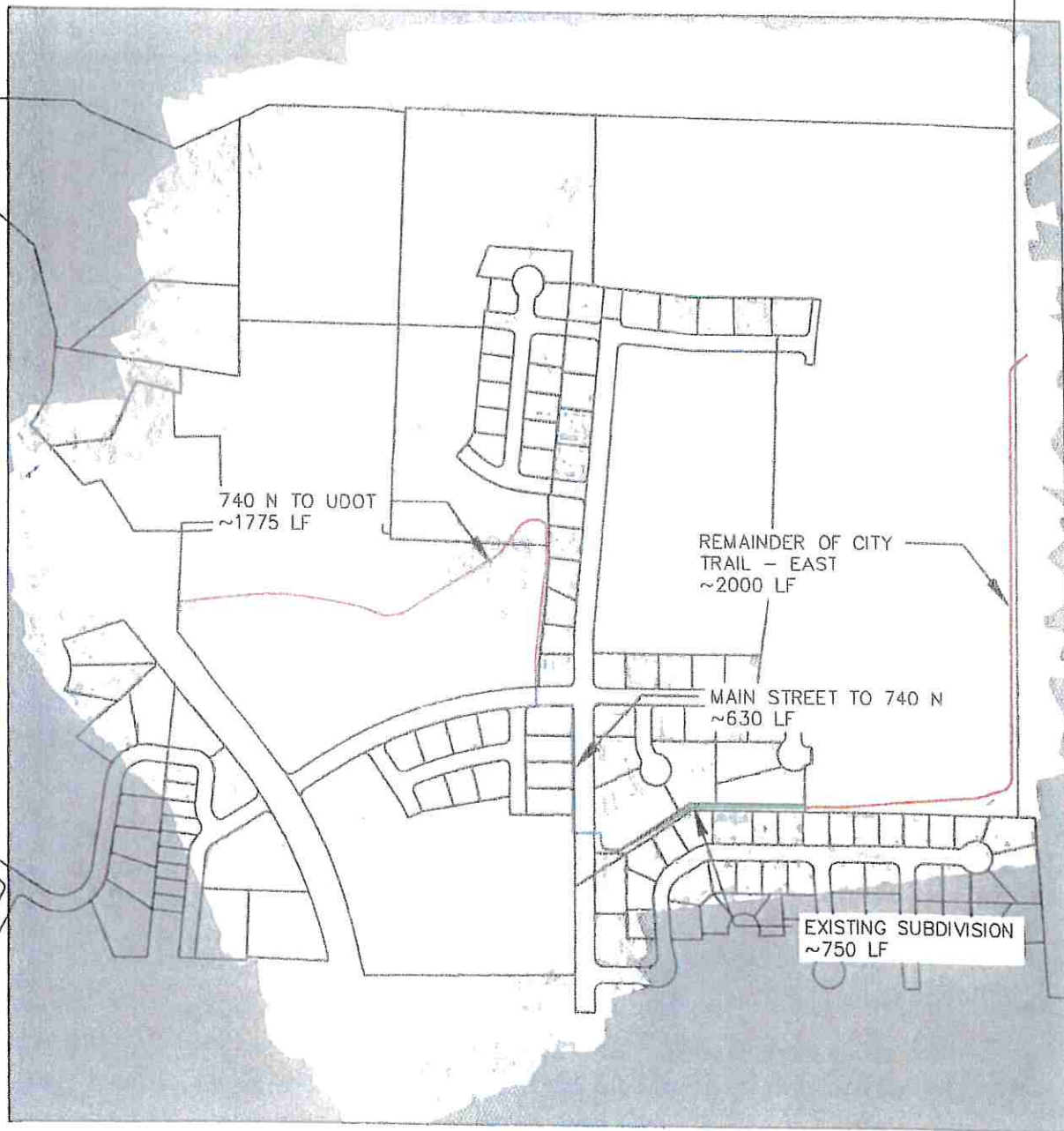
42 S. 850 W. Hurricane, Utah 84737

Phone: (435) 635-2628

Email: office@interstaterock.com

EXHIBIT A - LIMIT OF WORK

SECTION 1.0 PROJECT BOUNDARY MAP



NOTE: PLEASE SEE THE ATTACHED BID DOCUMENT IN ORDER TO REFERENCE THE DIFFERENT TRAIL COLORS AND NAMES WITH THE MATCHING DESIGN AND GEOTECHNICAL PRICE.

LEGEND  12' WIDE ASPHALT TRAIL WITH LANDSCAPING (20' WIDTH TOTAL)

EXHIBIT

COTTONWOOD HOLLOW ASPHALT TRAIL DESIGN
EXHIBIT



INTERSTATE ROCK

42 SOUTH 850 WEST HURRICANE, UT 84737

435-635-7631

DRAFT



435 North Main Street
La Verkin, Utah 84745
(435) 635-2581 (435) 635-2104 Fax

Blair Gubler
Micah Gubler
Chuck Hardy
Richard Hirschi
Patricia Wise

Kyle Gubler

Kelly B. Wilson

City Administrator

Mayor

Council Members

ORDINANCE 2023-

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2 OF THE LAVERKIN
CITY CODE ADDING DEFINITIONS FOR A RECREATIONAL FACILITY,
CREATING A

CLASS C AND CLASS D ALCOHOL LICENSE; ALLOWING ON-SITE
ALCOHOLIC BEVERAGE SALES, SETTING QUOTAS AND LICENSING
REQUIRMENTS FOR DISTRIBUTION OF ALCOHOLIC BEVERAGES IN A
RECREATIONAL FACILITY, AND AMENDING AND UPDATING VARIOUS
SECTIONS OF THE CODE

WHEREAS, the LaVerkin City Council is interested in economic development for the
city and believes that the economic development of the city will be increased by allowing for
alcoholic beverage sales within Recreational Facility; and

WHEREAS, request has been made by desirable development to allow for on-site
alcoholic beverage sales in Recreational Facility settings.

BE IT THEREFORE ORDAINED by the LaVerkin City Council that Title 3,
Chapter 2 of the LaVerkin City Code addressing liquor control be amended as follows:

CHAPTER 2 LIQUOR CONTROL

3-2-1: DEFINITIONS:

The following definitions shall apply in the interpretation and enforcement of this chapter:

ALCOHOLIC BEVERAGES: Beer and liquor as the terms are defined in Utah Code Annotated section 32B-1-102, as amended.

CLASS A LIQUOR SALES: A license entitling the licensee to sell beer on the licensed premises in original containers for consumption off the premises.

CLASS B LIQUOR SALES: A business license for a full service restaurant that entitles the licensee to sell alcoholic beverages in original containers of a size not to exceed one quart capacity or in individual portions for consumption on the licensed premises of the restaurant in which food sales must constitute no less than seventy percent (70%) of the gross monetary receipts of the licensee's business and in connection with a restaurant liquor license issued by the state of Utah. ~~Golf course premises where alcohol is sold in connection with hot food preparation at the point of sale shall be included as class B liquor sales.~~

CLASS C LIQUOR SALES: A business license for a Recreational Facility that entitles the licensee to sell alcoholic beverages in original containers of a size not to exceed one quart capacity or in individual portions for consumption on the licensed premises sold in connection with hot food preparation and is issued in connection with an on-premises beer license issued by the state of Utah.

CLASS D LIQUOR SALES: A business license for a Recreational Facility that entitles the licensee to sell alcoholic beverages for consumption on the licensed premises and is issued in connection with a bar establishment license issued by the state of Utah.

LAW ENFORCEMENT AGENCY: The agency enforcing federal, state and city laws and ordinances on behalf of the city of LaVerkin.

LICENSED PREMISES: Any property, building, enclosure, room or equipment used in connection with the sale, storage, distribution or consumption of alcoholic beverages or products.

LICENSEE: Any person issued a class A license by the city to sell beer at retail, a class B business license for a restaurant selling liquor on the premises, *a class C business license for a recreational facility selling alcoholic beverages on the premises, or a class D business license for a recreational facility selling alcoholic beverages on the premises.*

MINOR: Any person under the age of twenty one (21) years.

OFF SITE RETAILER: Any person operating a bona fide regularly established retail store selling beer, together with other commodities, and engaged in the sale of beer only in the original package, to be taken away from the premises of the retailer and to be consumed off the premises.

ON SITE RETAILER: Any person operating a restaurant or other establishment where beer is sold in the original container for consumption on the premises and in individual portions for consumption on the premises.

RECREATIONAL FACILITY: *Any premises or building with a minimum of two acres of real property (including contiguous parcels with the same owner) which is owned or leased by a licensee, and which is used in connection with a business whose primary purpose is large-scale recreational use where sales of alcoholic beverages is an ancillary purpose or offering to the large-scale recreational use. Pool or natural hot springs operation, and golf course shall be included as a recreational facility.*

PACKAGE AGENCY: A retail liquor location operated under a contractual agreement with the state, by a person other than the state.

PERSON: Includes partnership, association, company or corporation, as well as a natural person.

PREMISES: The area from which the licensee is authorized to sell, dispense or serve alcoholic beverages under the provision of the license.

PUBLIC BUILDING: Any building or permanent structure owned or leased by the state, a county or local government entity that is used for public education, transacting public business or regularly conducting government activities. "Public building" does not mean or refer to any building owned by the state or a county or local government entity when the building is used by anyone in whole or in part for proprietary functions.

RESTAURANT: A place of business where a variety of food is prepared and complete meals are served to the general public, located on a premises having adequate culinary fixtures for food preparation and dining accommodations, and whose primary purpose is the service of meals to the public.

SALE: Includes soliciting or receiving an order for, keeping or exposing for sale, delivering for value, peddling, keeping with intent to sell, and trafficking in.

SCHOOL: Any building used primarily for the general education of minors, including nursery schools, infant daycare centers or trade or technical schools.

SINGLE EVENT: A short period on site consumption event not to exceed five (5) days, which is sponsored by a bona fide partnership, corporation, limited liability company, church, political organization, or incorporated association, subordinate lodge chapter or other local unit thereof that is conducting a civic or community enterprise or convention. The organization shall have been in existence as a bona fide organization for at least one year prior to the date of application. (Ord. 2007-05, 1-17-2007; amd. Ord. 2023-09, 6-7-2023)

3-2-2: LIQUOR SALE CLASSES AND LICENSES:

- A. Classes Allowed: Retail alcoholic beverage sales permitted in the city shall be class A ~~or class B.~~ *A, B, C, or D*
- B. ~~Class A Quota: The total number of class A licenses shall not exceed the number determined by dividing the population of the city by one thousand (1,000).~~ *Class A Quota: There shall be no established quota for class A Off Premise businesses that will sell liquor except as determined by location requirements.*
- C. Class B Quota: There shall be no established quota for class B Restaurant businesses that will sell liquor except as determined by location requirements.

- D. *Class C Quota: There shall be no established quota for class C Recreational Facility businesses that will sell liquor except as determined by location requirements.*
- E. *Class D Quota: There shall be no established quota for class D Recreational Facility businesses that will sell liquor except as determined by location requirements.*
- F. Consent For A License: City council shall hear all requests for new class A, B, *C, and D* alcoholic beverage sales in a public hearing and shall give consent before any license is granted within the city.
- G. Duration: All class A beer sale, class B Restaurant, *class C, and Class D* business licenses shall expire on December 31 of each year. (Ord. 2007-05, 1-17-2007)

3-2-4: APPLICATION FOR LICENSE:

- A. Application: An application for a license to engage in the business of a retailer of beer within the city or for a business license for a Restaurant *or Recreational Facility* which will sell liquor shall be made in writing on forms provided by the city clerk/recorder, and such application must state the applicant's name in full, social security number, date of birth, citizenship, and residence address; the location of proposed license premises, the class of license desired, and any convictions for crimes which could disqualify the applicant as a licensee as outlined in this chapter. The application shall include a space for the applicant to sign under penalty of law, certifying that the applicant has complied with all requirements and possesses the qualifications for issuance of a license, and that all information in the application is true. If the applicant is a partnership, corporation, limited liability company or other entity, the applicant shall set forth the names and addresses of all managers, officers, trustees or directors. The applicant shall also set forth the names and addresses of all partners, members, joint ventures, or shareholders holding any interest greater than twenty percent (20%) in the application. Application by a partnership, limited liability company or joint venture must be subscribed and sworn to by all partners or members. Applications by a corporation must be subscribed and sworn to by the president and secretary or trustees.
- B. Accompanying Materials:
 - ~~1. The application shall be accompanied by a certificate of at least five (5) residents of the city to the effect that each of the said five (5) persons personally knows the applicant, that the applicant is an individual of good moral character, and that in the opinion of those residents, the applicant is a fit and proper person to be granted a license. In those cases where the applicant is not an individual, the applicant shall supply a certificate from at least three (3) residents of the city for every person who holds any interest in the application in excess of twenty percent (20%), which certifies that that person is a fit and proper person to be granted a license.~~
 - 1. The application shall include evidence of the distance to the nearest school, church, public library, public playground, and park.
 - 2. The application shall include a bond as set forth in this chapter and the nonrefundable license fees as set forth in this title.
 - 3. The application for a class B, *class C, and class D* business license shall include a certified report from the bureau of criminal identification, dated within thirty (30) days of the application, showing any criminal history of the applicant and any partner, officer, director, managing agent, member or stockholder who holds at least twenty percent

(20%) of the stock of the applicant corporation, and all employees who will either supervise or personally handle sales of alcoholic beverages to the public.

4. The applicant must also indicate whether each partner, officer, director, managing agent, member or stockholder who holds at least twenty percent (20%) of the stock of the applicant corporation, and all employees who will either supervise or personally handle sales of alcoholic beverages to the public meet the qualifications in section [3-2-5](#) of this chapter. (Ord. 2007-05, 1-17-2007)

3-2-5: QUALIFICATIONS OF LICENSEE:

A. Citizenship: Every licensee hereunder shall be a bona fide citizen of the United States or a legal resident alien. If a partnership, each partner shall be a bona fide citizen or a legal resident alien of the United States. If a corporation, it shall be a domestic corporation or a foreign corporation which is qualified to do business in the state, and the corporation shall hold its license through an agent. All employees who will either supervise or personally handle sales of alcohol to the public shall be bona fide citizens of the U.S. or legal resident aliens.

B. Corporations; Agent: A corporation which conforms to the qualifications prescribed by subsection A of this section shall own the entire equitable interest in its license through an agent, provided the agent is otherwise qualified to hold a license under the provisions hereof. The agent shall be subject to the penalties prescribed for any violation of the law relating to alcoholic beverages. Upon the death or resignation or discharge of an agent of a corporation holding a license, the license shall be assigned to another qualified agent selected by the corporation.

C. Prior Violations: No class A beer retail license, class B Restaurant, *class C Recreational Facility, or class D Recreational Facility* business license shall be issued to any person who, within one year prior to application, has violated any provision of a license to sell alcoholic beverages issued by the city or any other governmental agency, or has had such a license revoked. No license shall be issued to any person or corporation in which a partner, a managing agent, a manager, an officer, a director, a stockholder who holds at least twenty percent (20%) of the total issued and outstanding stock of the applicant corporation, or a manager or member who owns at least twenty percent (20%) of the applicant limited liability company, or an employee who will either supervise or personally handle sales of alcohol to the public who, within five (5) years prior to application, has:

1. Been convicted of or plead guilty to a felony under any federal or state law;
2. Violated any federal or state law or local ordinance concerning the sale, manufacture, distribution, warehousing, adulteration, or transportation of alcoholic beverages;
3. Been convicted of or plead guilty to any crime involving moral turpitude;
4. On two (2) or more occasions within the five (5) years before the day on which the license is granted, plead guilty to or been convicted of driving under the influence of alcohol, any drug, or the combined influence of alcohol and any drug;
5. Had a revocation or nonrenewal of any alcoholic beverage license of said person.

D. Criminal History: The city clerk/recorder shall request and receive criminal history record information from the applicant for all partners, officers, directors, managing agents, members, joint ventures, shareholders holding any interest greater than twenty percent (20%), and all employees who will either supervise or personally handle sales of alcohol to the public, within thirty (30) days after receiving such application, and the law enforcement agency shall add thereto its recommendation as to the granting or denying of said application.

E. List Of Officers On File: Each corporation shall provide a list of officers, directors, managing agents, members, partners, stockholders of twenty percent (20%) or more, and all employees who will either supervise or personally handle sales of alcohol to the public, to the city upon application and with annual license renewal, and at all other times when there is a change in said list.

F. Age: All applicants and any partner, officer, director, managing agent, member or stockholder who holds at least twenty percent (20%) of the stock of the applicant corporation, and all employees who will either supervise or personally handle sales of alcoholic beverages to the public, shall be over the age of twenty one (21) years. (Ord. 2007-05, 1-17-2007)

3-2-6: FEES:

A. License Fees: Applications provided for in this chapter shall be accompanied by business license fees set forth in this title.

B. ~~Class A License fee:~~ *Liquor* License Fee: In addition to any other business license fee which any person or place of business may be required to pay, there is hereby imposed upon the *class A, class B, class C, and class D* business location of every person engaged in the sale or dispensing of beer *Alcohol* for consumption off premises an annual license fee to be established by resolution which may change from time to time.

C. Issuance After July 1: If a license is issued on or after July 1 in any year, one-half ($\frac{1}{2}$) of all annual license fees shall be charged. (Ord. 2007-05, 1-17-2007)

3-2-7: PROXIMITY; INVESTIGATION; INSPECTION:

The right to a license hereunder shall be conditioned upon compliance with the following:

A. ~~Proximity Specified: No licensee's premises or establishment vending alcoholic beverages may be established within six hundred feet (600') of any public or private school, church, public library, public playground or park, as measured from the nearest entrance of the outlet by following the shortest route of ordinary pedestrian traffic to the boundary of the public or private school, church, public library, public playground or park, nor may any licensee's premises or establishment vending alcoholic beverages be established within two hundred feet (200') of any public or private school, church, public library, public playground or park, as measured in a straight line from the nearest entrance of the proposed outlet to the nearest property boundary of the public or private school, church, public library, public playground or park.~~

A. *Proximity: To follow the current State code (32B-1-202)*

B. Investigation: All applications filed in accordance with the provisions of this chapter shall be referred to the law enforcement agency for inspection and report. The law enforcement agency shall within thirty (30) days after receiving such application, sign the application as notice of approval or deny said signature with a written statement of denial. The law enforcement agency shall include in any report to city council, recommendation as to whether or not the application should be granted.

C. Inspection: All licensed premises shall be subject to inspection by any officer, agent and/or law enforcement officer of the city, the alcoholic beverage control commission, and/or the state board of health, and every licensee shall, at the request of the board of health, furnish to it samples of alcoholic beverages which he shall have for sale or consumption. Any license granted pursuant to this chapter may be revoked by the city council on a finding that the

licensee has had ten (10) days' or more notice from the board of health that the licensee is violating one or more health ordinances, rules or regulations of the city, or of the Utah division of health and has failed to comply with such health ordinance, rule or regulation. The city council may direct the law enforcement agency to close down any business licensed under this chapter where the board of health has determined that continued operation of the business presents an eminent danger to the health of the community or persons who may eat or drink at the business. (Ord. 2007-05, 1-17-2007)

3-2-8: BOND REQUIRED:

No class A beer retail license, class B Restaurant, *class C Recreational Facility, or class D Recreational Facility* business license shall be granted by the city council until the applicant has posted a cash or corporate surety bond in an amount set by resolution and payable to the city. Each licensee must procure and maintain said bond for so long as the license is in effect. The bond shall be in a form approved by the city clerk/recorder, conditioned upon the licensee's faithful compliance with this chapter, the Utah alcoholic beverage control act and the rules and regulations promulgated by the Utah alcoholic beverage control commission. No part of any cash or corporate bond so posted may be withdrawn during the period the license is in effect, or while revocation proceedings are pending against the licensee. A bond filed by a licensee may be forfeited if the license is finally revoked. (Ord. 2007-05, 1-17-2007)

3-2-9: ISSUANCE; CONDITIONS:

A. Scope Of Class A Beer Retail License, Class B Restaurant, *Class C Recreational Facility, and class D Recreational Facility* Business License: A class A Beer retail license, class B Restaurant, *class C Recreational Facility, and class D Recreational Facility* business license shall be to sell alcoholic beverages only at the place and in the manner provided therein, and a separate license shall be issued for each specific business, each license specifying the exact location thereof.

B. Applicant Reliability: The city council shall approve the retailing of alcoholic beverages only after satisfactory showing of the capability, qualifications and reliability of the applicant, and that the public convenience requires and that the best interests of the community will be substantially served by the issuance.

C. Current Status Of Other Charges: No license herein provided shall be issued to any applicant who is in arrears in the payment to the city for any other city license, or who is otherwise indebted to the city. Failure to pay business license fees or other charges assessed by the city for any reason promptly when due shall be the basis for revocation of a license issued hereunder.

D. Department Of Health Permit: No license under this chapter shall be issued until the applicant therefor shall have first procured from the department of health a permit which shall show that the premises to be licensed is in a sanitary condition and that the equipment used in the storage, distribution or sale of beer or alcoholic beverages complies with all of the health regulations of the state.

E. Unused License: A license which is not used by the licensee for a period of six (6) months shall revert to the city and shall no longer have any validity.

F. State Law Applicability: A license for the sale of any alcoholic beverage shall be required as provided in Utah Code Annotated title 32B, the provisions of which are hereby adopted insofar as applicable to this chapter. All licensees must notify the city clerk immediately if their state issued license is denied, suspended or revoked for any reason.

G. Lawful Purchase Of Alcohol: A licensee may not purchase, acquire, possess for the purpose of resale, or sell any alcoholic beverage except that which has been lawfully purchased from a wholesaler or small business brewer properly licensed by the state. (Ord. 2007-05, 1-17-2007; amd. Ord. 2023-09, 6-7-2023))

3-2-10: TRANSFER OF LICENSE:

No class A beer retail license, class B Restaurant, *class C Recreational Facility, or class D Recreational Facility* business license shall be assigned, transferred or sold, except that in the sole discretion of the city council a transfer may be permitted upon a change of location where the owner remains the same. In either case, the same qualifications as to location of premises or character of licensee shall apply, and the same fees will be required as in the case of an original issuance of license. No class A beer retail license, class B Restaurant, *class C Recreational Facility, or class D Recreational Facility* business license shall be leased or subleased. (Ord. 2007-05, 1-17-2007)

3-2-13: RENEWALS:

All class A Beer Retail licenses, class B Restaurant, *class C Recreational Facility, and class D Recreational Facility* business licenses expire on December 31 of each year. All applications for renewal licenses filed by the holders of existing licenses shall be filed with the city clerk/recorder at least thirty (30) days prior to the expiration date of the then issued license. All renewal applications must attach a copy of a valid state license. Any person who fails to file such application within the time limit shall close his licensed premises on the expiration date of the then issued license and shall keep the premises closed for the sale, dispensing or consumption of beer or alcoholic beverages until the date his new license is issued. If the application is filed with the licensing official within sixty (60) days of expiration and there are no other violations against the license, the licensing official shall prepare the new license. If application for a class A Beer Retail license, class B restaurant, *class C Recreational Facility, or class D Recreational Facility* business license is not filed for renewal by March 1 or violations other than late applications have occurred, the license shall be considered suspended and the licensee must reapply to sell beer or alcohol. A renewal application may be denied if the city finds any of the following:

A. The licensee has attempted to transfer or assign the license to others in violation of this title;

B. The licensee or any partner, officer, director, managing agent, member, shareholder who holds at least twenty percent (20%) of the stock, or employee who supervises or personally handles sales of alcohol to the public does not meet the qualifications in section [3-2-5](#) of this chapter or the conditions in section [3-2-9](#) of this chapter, or is otherwise not in compliance with any requirements of this title or state law;

C. The premises has been remodeled or changed in a manner that eliminates required exits or creates closed booths or stalls where alcohol is sold and consumed;

D. The licensee or his employees or agents have been convicted of or plead guilty to more than five (5) violations of this title or state liquor control statutes relative to the conduct of the licensed premises in a single calendar year preceding the renewal, not including violations by patrons; and

E. In the case of class A Beer Retailer licenses, the licensee does not hold a current LaVerkin City business license. (Ord. 2007-05, 1-17-2007)

3-2-14: UNLAWFUL ACTS AND REGULATIONS:

It is unlawful:

A. License Required: For a person to buy for resale, sell or deal in alcoholic beverages without first having procured a class A beer retailer license, a class B Restaurant, *class C Recreational Facility, or class D Recreational Facility* business license duly issued by the city council or otherwise complying with the provisions of this chapter and the alcoholic beverage control act. Said license must be publicly displayed at all times.

B. Purchasing:

1. For any retail licensee to purchase alcoholic beverages from any person other than a properly licensed business, in accordance with the provisions of this chapter.

2. For any licensee to purchase or acquire to have or possess for the purpose of sale or distribution or consumption any beer or alcoholic beverage, except that which shall have been lawfully purchased from a brewer or wholesaler licensed under the provisions of the Utah alcoholic beverages control act.

C. Minors:

1. For a licensee or any employee or agent of a licensee to sell, furnish, dispose of, give or cause to be sold, furnished, disposed of or given to a person under the age of twenty one (21) years, or for a person under the age of twenty one (21) years to buy, receive, have in possession or consume, beer or any alcoholic beverage.

Whenever a licensee or its employee has a question regarding the age of a customer seeking to purchase beer or other alcoholic beverages, before making the sale it may request presentation of proof of age of the customer, and shall require the purchaser to sign a form provided by the licensee regarding their age, including the date of signature, and the number assigned to the person's proof of age by the issuing authority. Such form shall be filed alphabetically and maintained for three (3) years subject to review by a peace officer or representative of the state bureau of investigations or department of public safety.

2. For any person to furnish, provide or offer beer or other alcoholic beverages to a person under the age of twenty one (21) years, or to knowingly aid, induce, permit or otherwise assist in any way the consumption of beer or other alcoholic beverage by a person under the age of twenty one (21) years.

D. Age Of Employees: For a class A licensee to employ a minor to sell or dispose of beer or any alcoholic beverage except under the supervision of a person twenty one (21) years of age or older who is on the premises. It shall be illegal for a class *B, class C, or class D* licensee to employ a person under the age of twenty one (21) to sell or dispose of beer or any alcoholic beverage.

E. Consumption By Licensee: For a licensee, when engaged in waiting on or serving customers, to consume beer or other alcoholic beverages, or to remain on or about the premises while in an intoxicated or disorderly condition.

F. Employee Purchase: For an employee of a licensee, during that employee's working hours or in connection with such employment, to give to or purchase for any other person, accept a gift of, purchase for himself or consume beer or any other alcoholic beverage.

G. Intoxicated And Disorderly Persons: For a licensee or other person to serve, sell or furnish beer or alcoholic beverage to an intoxicated or disorderly person, or for a licensee or

employee of a licensee to allow or permit an intoxicated or disorderly person to come into or remain on or about the premises. It is the responsibility of the licensee to maintain proper order and decorum within his establishment by taking appropriate action to prohibit disorderly or prohibited conduct in the premises by a patron or employee.

H. Hours Regulated: For a class A licensee or an employee of such licensee to sell, deliver or give beer to a person between the hours of one o'clock (1:00) A.M. and seven o'clock (7:00) A.M. For a class B licensee or any employee of such to sell, deliver or give away, or allow a person to consume beer or other alcoholic beverages on the licensed premises after twelve o'clock (12:00) midnight and before twelve o'clock (12:00) noon on any day. Class B licensees shall not sell, deliver, give away or allow to consume any alcoholic beverages on any day of any regular general, primary or special election or municipal, special district or school election until after the polls close. *For a class C or class D licensee or any employee of such to sell, deliver or give away, or allow a person to consume beer or other alcoholic beverages on the licensed premises after ten o'clock (10:00) P.M. and before eleven o'clock (11:00) A.M. on any day.* Failure to pick up and dispose of all drinks and beverages containing alcohol which have not been fully consumed at closing hours as set forth shall be considered permission to consume after closing hours and shall be a violation of this subsection.

I. Class A Consumption On Premises: For a class A retailer to sell beer except in original container or to permit beer or other alcoholic beverages to be consumed on the premises.

J. ~~Class B Consumption On Site: For any person to bring any beer onto the premises of any class B licensee, or to possess or consume any beer not purchased from the licensee on said premises. It shall be unlawful for the licensee to allow or permit any person to bring, possess, or consume on the premises any beer or other alcoholic beverage not purchased from the licensee on said premises.~~ *Class B, Class C, and Class D Consumption On Site: It shall be unlawful for the licensee to allow or permit any person to bring, possess, or consume on the premises any beer or other alcoholic beverage not purchased from the licensee on said premises.*

K. Advertising: For a person to advertise the sale of beer or alcoholic beverages, except as may be expressly permitted by the Utah alcoholic beverage control commission. Display of the license issued under this chapter shall be visible to the public and shall not be considered advertisement for alcohol consumption.

L. Lawful Purchasing: For any licensee to purchase or acquire to have or possess for the purpose of sale or distribution or consumption any beer or alcoholic beverage, except that which shall have been lawfully purchased from a brewer or wholesaler licensed under the provisions of the Utah alcoholic beverages control act.

M. Strict Liability: It shall constitute an offense of strict liability for any licensee to permit or allow any of the violations in this section to occur in or upon the licensed premises, and such licensee may be liable, in addition to an agent or employee.

N. Consumption In Specific Places: For a person to consume alcoholic beverages, including beer, in any place which is open to unrestricted use and access by the public, including, but not limited to, any building or permanent structure owned or leased by the state, county or city, city streets, roads and alleyways, state or county highways or roads, buildings and grounds used for school purposes, churches, parks or playgrounds.

O. Minor Consumption: For any person under the age of twenty one (21) years to purchase, possess or consume any beer or alcoholic beverage or product, or for any person under the age of twenty one (21) years to have any detectable amount of alcohol in the blood or system as a

result of having consumed any beer or alcoholic beverage or product, as determined from a totality of the circumstances, including any breath or blood test or the administration of field sobriety tests.

P. Removal From Site Of Purchase: No person shall remove any beer or alcoholic beverage from the premises at which it was purchased except in the original container. It is a violation for a person to carry from the premises an open container that is used for drinking purposes and contains an alcoholic beverage.

Q. Sign Displayed: If malt beverage coolers or malt liquor is sold by the beer retailer for off premises consumption; the beer retailer shall display a sign at the location on the premises where the malt beverages or malt liquor is sold stating: "Many malt beverages contain alcohol. Please read the label."

R. Package Agency: No package agency shall be permitted or licensed.

S. Single Events: No single events shall be permitted or licensed.

T. Taverns: No taverns shall be permitted or licensed.

U. Illumination: Licensed premises shall be kept illuminated at all times while occupied or open for business, and no booth or kind of stall where alcoholic beverages are sold or consumed may be maintained unless all tables, chairs and occupants are kept open to full view from the main floor of the premises.

V. Prohibited Conduct: Acts or conduct on the licensee's premises which constitute a nuisance activity or are otherwise contrary to the public welfare and morals, as addressed or defined by Utah Code Annotated sections 32B-1-104(1), 32B-1-504, 32B-3-301 through 32B-3-305, 32B-6-406.1, and chapter 10 of title 76, as amended, are prohibited. (Ord. 2007-05, 1-17-2007; amd. Ord. 2023-09, 6-7-2023)

3-2-15: REVOCATION OR SUSPENSION:

A. Grounds; Authority: The city council may suspend, revoke, refuse to renew and the city clerk/recorder may suspend after a hearing, any class A beer retailer license, class B Restaurant, *class C Recreational Facility, or class D Recreational Facility* business license issued pursuant to this chapter for any of the following reasons:

1. Violence On Premises: There occurs on the licensed premises repeated acts of violence.

2. Failure To Maintain Qualifications: The licensee fails to satisfactorily maintain the capability, qualifications and reliability requirements of an applicant for a license prescribed in section [3-2-5](#) of this chapter, or the conditions in section [3-2-9](#) of this chapter.

3. False Or Fraudulent Information: The licensee knowingly submits false or fraudulent material information on any application or document filed with the city.

4. Licensee Under Influence: The licensee or employees or agents of the licensee on the premises are habitually drunk or under the influence of drugs.

5. Delinquent Fees Or Charges: The licensed business is delinquent for more than sixty (60) days in the payment of any fee or charge due to the city.

6. Sale Or Transfer Of License: The licensee attempts to assign, transfer or sell a license in violation of this chapter.

7. Failure To Maintain Records: The licensee fails to keep for a period of two (2) years or as specified and make available to the city upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of beer.

8. Felony Conviction: The licensee is convicted of a felony or any violation of law or ordinance relating to alcoholic beverages or drugs, driving under the influence of alcohol or drugs, or alcohol/drug related reckless driving, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude.

9. Failure To Comply: The licensee violates or fails to comply with this chapter, the Utah alcoholic beverage control act, or ceases to possess all of the qualifications required by this chapter and the alcoholic beverage control act.

10. Remodeled Or Changed Premises: The premises has been remodeled or changed in a manner that eliminates required exits or creates closed booths or stalls where alcohol is sold and consumed.

11. Failure To Maintain Proper Order: The licensee fails to maintain proper order and decorum within his establishment by taking appropriate action to prohibit disorderly or prohibited conduct in the premises by any patron or employee.

B. Hearing: A hearing may be requested by a person:

1. That is denied or refused a class A beer retail license, class B Restaurant, *class C Recreational Facility, or class D Recreational Facility* business license by any officer, agent or employee of the city.

2. Whose class A beer retail license, class B Restaurant, *class C Recreational Facility, or class D Recreational Facility* business license is revoked, restricted, qualified or limited from that for which it was first issued.

C. Request; Time Limit: The request for hearing must be made in writing to the mayor or city clerk/recorder and made within thirty (30) days following the date notice denying, refusing, revoking, qualifying or restricting the license is mailed or otherwise delivered by the city to the applicant or licensee at his address as it appears on the application or license.

D. Examination Of Witnesses; Decision: Following receipt of a request for hearing, the city council shall inform the person requesting a hearing of the time and place the hearing is to be held. At the hearing, the aggrieved party shall have the right to hear and examine any witness the city may produce in support of his contention. The city council shall, within ten (10) days following the conclusion of the hearing, in writing, inform the person who requested the hearing of the decision of the city council. Such decision shall then be final for purposes of appeal.

E. Hearing Procedures; Record Of Hearing: Hearings before the city council shall be promptly scheduled upon request and shall be open to the public and informal, with technical rules of evidence not applying to the proceeding. The city shall prepare an official record of the hearing, including all testimony recorded mechanically or stenographically and all exhibits introduced. The city is not required to transcribe such record, except that, upon written request with proper notice prior to the hearing desired to be transcribed and receipt of a reasonable fee for transcribing such record, the city may transcribe the record or allow for its transcription by the person requesting it.

F. Limitations; Criminal Complaints: This section shall not be construed so as to afford any aggrieved party more than one hearing before the city council, nor shall the hearing provided for in this section apply to criminal complaint or proceeding. (Ord. 2007-05, 1-17-2007)

PASSED AND ADOPTED by the City Council of LaVerkin City this ____ day of _____, 202_.

KELLY WILSON, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder

EMPLOYMENT AND FEE AGREEMENT

FIRM ("Firm"):

Law Office of:

JENKINS BAGLEY, PLLC

285 W. Tabernacle, Suite 301

St. George, Utah 84770

Phone: (435) 656-8200

Fax: (435) 656-8201

CLIENT (collectively "Client"): Town of La Verkin

Name(s): City Administrator Kyle Gubler

(kyle.gubler@laverkincity.org)

Address: 435 North Main Street La Verkin, Utah, 84745

Phone: Hm:

Work: 435-635-2581 ext. 101

Cell:

Fax:

E-mail: kyle.gubler@laverkincity.org

Client and Firm hereby agree as follows:

1. **Scope.** Firm agrees to provide legal representation to Client, for the following matter, and such other matters as specifically undertaken by Firm in writing: General Representation on as needed basis. Acting as co-town counsel with Russ Gallian acting as primary counsel.

2. **Retainer/Trust Balance.** An initial retainer of \$ NONE has been or will be paid by Client to Firm. The unearned portions of the initial retainer shall be placed in Firm's trust account and shall belong to Client until earned by Firm. Firm shall apply the retainer against services performed and costs and expenses incurred on behalf of Client. *Client shall maintain, replenish, and increase the amounts held in trust, as requested by Firm.*

3. **Attorneys/Staff & Rates.** Firm has the sole discretion to determine which attorney may assist on Client's matters. All services performed by Firm will be billed based upon value, complexity, urgency, novelty and difficulty of the matter, the amount of damages, and the time limitations imposed by Client or the circumstances. Firm will bill in increments of one tenth (.10) of an hour, with a minimum entry of two-tenths (.2) of an hour if there is only a single entry for that day. Rates for services may increase with thirty (30) days advance written notice to Client, and shall be billed based upon one or a combination of the following:

a. **Hourly Rates.** Firm may bill based upon the hourly rates of the attorneys and staff. Attorneys are billed at an hourly rate of between \$165.00 and \$295.00/hour, and the Primary Attorney working on your matter(s), shall be as follows, along with the following hourly rates for staff:

Attorney: Bruce Jenkins	\$255.00/hour
Associate Attorneys:	\$225.00/hour
Legal Assistant (law trained/no certification)	\$110.00/hour
Secretary:	\$ 60.00/hour

b. **Value Based Rates.** In addition to hourly rates, Firm may bill based upon the reasonable value of services, and

c. **Flat Rate.** Firm may provide the scope of services set forth in paragraph 1 above for the following flat fee, only if the following rate blank is completed and initialed by the parties:

A flat rate of \$ _____ costs _____ (Firm) _____ (Client)

4. **Fees.** Client shall be billed for all time spent on Client's matter(s) including but not limited to: all preparation for and participation in all phone calls, meetings, depositions, hearings, and trials; all research, both legal and factual; all reviews of all related materials and documents; the drafting, revising and finalizing of all memoranda, correspondence, contracts, pleadings and all other documents, and writings, etc; travel time; and all other charges for the value of services provided.

5. **Costs.** All costs and expenses incurred in connection with Client's matter shall be charged to Client including but not limited to: filing fees, witness fees, expert witness fees, sheriff and constable fees, mileage, expenses of depositions, investigative expenses, copying and printing costs, and facsimile charges, postage, initial file set up and file closure fee of \$50.00 each, and all other expenses incidental to the representation of Client.

6. **Statements & Interest.** Firm shall submit regular statements to Client which shall be due and payable upon receipt and shall bear interest on the unpaid balance at the rate of one and one half percent (1.5%) per month. The charging of this interest shall not be deemed to be a financing arrangement excusing full payment. Firm may choose to or not to show or bill the interest on the statements, and Firm may also retroactively show or charge interest for all periods.

7. **Collection.** Client shall bear all costs, expenses, and attorney fees incurred by Firm or any other agent or law firm to collect any amounts owed by Client on this or any of Client's other matters. Firm shall have a security interest and lien

from the date of this Agreement on all of Client's causes of action, counterclaims, and all client's property (both real and personal) for the payment of all costs, expenses, and attorney fees charged by Firm in this or in Client's other matters. Client consents to Firm taking all steps necessary to perfect such security interest, including the filing of a notice of interest or a financing statement or attorney's lien. This Agreement is governed by the laws of the State of Utah, and the parties consent to being subject to Utah Jurisdiction and Washington County Venue.

8. Firm's Due Diligence. Firm will pursue client's matter with professionalism and within reasonable limits as agreed to by the Client and Firm. Client agrees that no guarantees regarding the successful completion of this matter have been made by Firm and that such statements, if any, are merely expressions of opinion.

9. Client Responsibilities. Client shall timely and completely comply with all reasonable requests made by Firm; truthfully disclose all relevant facts to Firm; completely provide all relevant papers and documents regarding this matter to Firm; cooperate in the preparation and trial of Client's case; appear at all depositions, hearings and trials; allow Firm to conduct all negotiations related to this matter; and keep Firm advised at all times of Client's whereabouts and contact information.

10. Termination of Services. Client or Firm may terminate further services under this Agreement at will, but only upon reasonable notice. However, such termination shall not affect Firm's ability or rights of collection as provided herein or otherwise allowed by law. In the event of termination by either party, Client shall execute a substitution of counsel or Notice of Appearance pro se.

11. Documents upon Completion. Upon Firm's written request, Client shall take possession of Client's file, including documents provided by client and otherwise. Thirty days after such written request, Firm shall not be responsible for maintaining or storing the same.

12. Rules of Civility. It is the Firm's intention to handle your matter according to the Utah Supreme Court Standards of Professionalism and Civility (attached as Exhibit A).

13. Lobbying. As part of a civic sense of duty to the owners, associations, developers, and others impacted by the community association industry, and on a volunteer basis, the lawyers of Jenkins Bagley, PLLC, participate in proposing, drafting, conceptual analysis, policy debates, and objections to pending and proposed legislation in the Utah legislature affecting community associations and the laws that govern and apply to them. They also sometimes propose specific pieces of legislation and they regularly attend and testify at committee hearings related to community association legislation for consideration by the Utah legislature. As it relates to these activities, they do not and will not advocate for the desires of any particular Association, client, or constituency. They advocate for legislation that is consistent with a balanced and sensible approach to the operation and formation of community associations from the standpoint of all constituencies involved. This balanced and sensible approach is determined by each attorney at the Firm in that attorney's sole discretion, and may not necessarily be consistent with the desires or interests of any client, constituency, or other person or organization. Although this is not necessary as it relates to the Firm's representation of you, you agree and acknowledge that the attorneys at Jenkins Bagley, PLLC, may be engaged in these activities and freely enter into this Agreement notwithstanding those efforts.

Client has read and does fully understand and agree to each and every term of this Agreement.

Client:

JENKINS BAGLEY, PLLC

By: _____

Date

By: Bruce C. Jenkins

Date

GUARANTOR

I, the undersigned, whether or not I am a party to the legal representation provided to Client by Firm, have agreed to assist Client financially in this matter and therefore accordingly execute this Agreement as Guarantor. I understand that this means that Firm can look to me for payment of all costs, expenses and legal fees incurred on behalf of Client hereunder, and I agree to pay and be responsible for all such ongoing costs, expenses and attorney fees as well as payment in full of all final obligations owing Firm for legal representation, on an equal footing with Client, jointly and severally, and regardless of outcome. I also understand that Firm must maintain a confidential relationship with Client and that I may, therefore, not be entitled to discuss any aspect of this case with Firm without Client's express written permissions and waiver of attorney/client privilege.

_____ [name]

Exhibit A
Utah Standards of Professionalism and Civility

To enhance the daily experience of lawyers and the reputation of the Bar as a whole, the Utah Supreme Court, by order dated October 16, 2003, approved the following Standards of Professionalism and Civility as recommended by its Advisory Committee on Professionalism.

Preamble

A lawyer's conduct should be characterized at all times by personal courtesy and professional integrity in the fullest sense of those terms. In fulfilling a duty to represent a client vigorously as lawyers, we must be mindful of our obligations to the administration of justice, which is a truth-seeking process designed to resolve human and societal problems in a rational, peaceful, and efficient manner. We must remain committed to the rule of law as the foundation for a just and peaceful society.

Conduct that may be characterized as uncivil, abrasive, abusive, hostile, or obstructive impedes the fundamental goal of resolving disputes rationally, peacefully, and efficiently. Such conduct tends to delay and often to deny justice.

Lawyers should exhibit courtesy, candor and cooperation in dealing with the public and participating in the legal system. The following standards are designed to encourage lawyers to meet their obligations to each other, to litigants and to the system of justice, and thereby achieve the twin goals of civility and professionalism, both of which are hallmarks of a learned profession dedicated to public service.

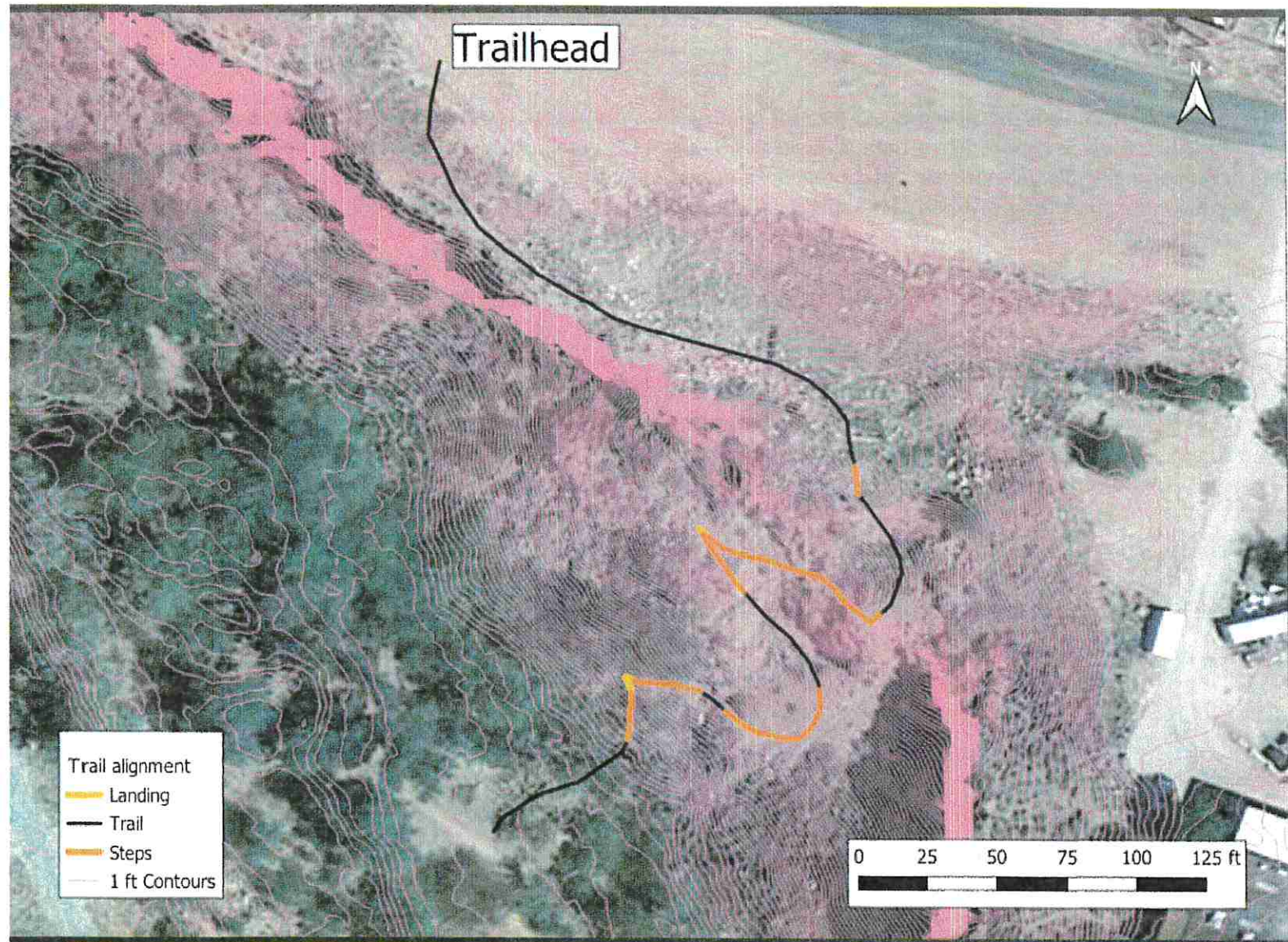
We expect judges and lawyers will make mutual and firm commitments to these standards. Adherence is expected as part of a commitment by all participants to improve the administration of justice throughout this State. We further expect lawyers to educate their clients regarding these standards and judges to reinforce this whenever clients are present in the courtroom by making it clear that such tactics may hurt the client's case.

Although for ease of usage the term "court" is used throughout, these standards should be followed by all judges and lawyers in all interactions with each other and in any proceedings in this State. Copies may be made available to clients to reinforce our obligation to maintain and foster these standards. Nothing in these standards supersedes or detracts from existing disciplinary codes or standards of conduct.

1. Lawyers shall advance the legitimate interests of their clients, without reflecting any ill-will that clients may have for their adversaries, even if called upon to do so by another. Instead, lawyers shall treat all other counsel, parties, judges, witnesses, and other participants in all proceedings in a courteous and dignified manner.
2. Lawyers shall advise their clients that civility, courtesy, and fair dealing are expected. They are tools for effective advocacy and not signs of weakness. Clients have no right to demand that lawyers abuse anyone or engage in any offensive or improper conduct.
3. Lawyers shall not, without an adequate factual basis, attribute to other counsel or the court improper motives, purpose, or conduct. Lawyers should avoid hostile, demeaning, or humiliating words in written and oral communications with adversaries. Neither written submissions nor oral presentations should disparage the integrity, intelligence, morals, ethics, or personal behavior of an adversary unless such matters are directly relevant under controlling substantive law.
4. Lawyers shall never knowingly attribute to other counsel a position or claim that counsel has not taken or seek to create such an unjustified inference or otherwise seek to create a "record" that has not occurred.
5. Lawyers shall not lightly seek sanctions and will never seek sanctions against or disqualification of another lawyer for any improper purpose.

6. Lawyers shall adhere to their express promises and agreements, oral or written, and to all commitments reasonably implied by the circumstances or by local custom.
7. When committing oral understandings to writing, lawyers shall do so accurately and completely. They shall provide other counsel a copy for review, and never include substantive matters upon which there has been no agreement, without explicitly advising other counsel. As drafts are exchanged, lawyers shall bring to the attention of other counsel changes from prior drafts.
8. When permitted or required by court rule or otherwise, lawyers shall draft orders that accurately and completely reflect the court's ruling. Lawyers shall promptly prepare and submit proposed orders to other counsel and attempt to reconcile any differences before the proposed orders and any objections are presented to the court.
9. Lawyers shall not hold out the potential of settlement for the purpose of foreclosing discovery, delaying trial, or obtaining other unfair advantage, and lawyers shall timely respond to any offer of settlement or inform opposing counsel that a response has not been authorized by the client.
10. Lawyers shall make good faith efforts to resolve by stipulation undisputed relevant matters, particularly when it is obvious such matters can be proven, unless there is a sound advocacy basis for not doing so.
11. Lawyers shall avoid impermissible ex parte communications.
12. Lawyers shall not send the court or its staff correspondence between counsel, unless such correspondence is relevant to an issue currently pending before the court and the proper evidentiary foundations are met or as such correspondence is specifically invited by the court.
13. Lawyers shall not knowingly file or serve motions, pleadings or other papers at a time calculated to unfairly limit other counsel's opportunity to respond or to take other unfair advantage of an opponent, or in a manner intended to take advantage of another lawyer's unavailability.
14. Lawyers shall advise their clients that they reserve the right to determine whether to grant accommodations to other counsel in all matters not directly affecting the merits of the cause or prejudicing the client's rights, such as extensions of time, continuances, adjournments, and admissions of facts. Lawyers shall agree to reasonable requests for extension of time and waiver of procedural formalities when doing so will not adversely affect their clients' legitimate rights. Lawyers shall never request an extension of time solely for the purpose of delay or to obtain a tactical advantage.
15. Lawyers shall endeavor to consult with other counsel so that depositions, hearings, and conferences are scheduled at mutually convenient times. Lawyers shall never request a scheduling change for tactical or unfair purpose. If a scheduling change becomes necessary, lawyers shall notify other counsel and the court immediately. If other counsel requires a scheduling change, lawyers shall cooperate in making any reasonable adjustments.
16. Lawyers shall not cause the entry of a default without first notifying other counsel whose identity is known, unless their clients' legitimate rights could be adversely affected.
17. Lawyers shall not use or oppose discovery for the purpose of harassment or to burden an opponent with increased litigation expense. Lawyers shall not object to discovery or inappropriately assert a privilege for the purpose of withholding or delaying the disclosure of relevant and non-protected information.
18. During depositions lawyers shall not attempt to obstruct the interrogator or object to questions unless reasonably intended to preserve an objection or protect a privilege for resolution by the court. "Speaking objections" designed to coach a witness are impermissible. During depositions or conferences, lawyers shall engage only in conduct that would be appropriate in the presence of a judge.
19. In responding to document requests and interrogatories, lawyers shall not interpret them in an artificially restrictive manner so as to avoid disclosure of relevant and non-protected documents or information, nor shall they produce documents in a manner designed to obscure their source, create confusion, or hide the existence of particular documents.
20. Lawyers shall not authorize or encourage their clients or anyone under their direction or supervision to engage in conduct proscribed by these Standards.

PROPOSAL:
LAVERKIN RIM TO RIVER TRAIL
LAVERKIN, UTAH
SARAH BENNETT - TRAILS UTAH



Prepared by:
Singletrack Trails
11.10.2023



Singletrack Trails is privileged to submit this qualification proposal to provide professional trail services for the LaVerkin Rim to River Trail . Singletrack Trails, LLC is a national leader in the professional field of recreational trails infrastructure planning, design, assessment, and development. Our team has an incredible passion for providing diversified designs, public outreach facilitation, and feasibility planning for the outdoor recreation industry.

At Singetrack Trails, we believe in the synthesis of connection. That is the ethos of everything our companies do. A recreational experience engages the user, providing a fun and soul-satisfying connection with the outdoors and the community. These experiences make for more vibrant communities that value recreation and the health benefits of playing outside. Our companies employ a dedicated team of specialists having decades of cumulative experience. We are not only technically suited to provide advanced planning and design services in an efficient manner that meets expectations, but we are also extremely vested in the community outcomes of this project. Our portfolio of experience is relevant, our skill set is deep, and our passion for this project is sincere.

The information contained within this proposal is true and complete to the best of my knowledge.

We hope you enjoy reviewing our qualifications and we look forward to working with you on this project.

Sincerely,

Greg Mazu
Authorized Representative and
Proposal Offerer
Singletrack Trails LLC
2591 Legacy Way
Grand Junction, CO 81503
client.services@singletracktrails.com
303.818.8324

A handwritten signature in black ink, appearing to read 'Greg Mazu'.



TEAM QUALIFICATIONS AND CAPABILITIES



Public Outreach Facilitation



Trail planning and assessment



Project Management



Inventory Mapping



Volunteer & youth Corps coordination



Branding and marketing



Project Fundraising



Conceptual Design



Map & signage development



Trail Construction and Maintenance

Based in Colorado, we credit our success to the development of productive partnerships with federal land management agencies including the Bureau of Land Management, U.S. Forest Service, as well as state, county and local governments. We also have several beneficial partnerships with private owners and resorts. Through these partnerships, we have received numerous industry accolades and referrals, maintaining a high level of client retention.

Most importantly, our success is due to our amazing employees. Singletrack Trails employs a dedicated team of builders and specialists with decades of cumulative experience. Because of their love for trails and the outdoors, our staff understands how to design and build memorable trail experiences. As a result, they create what they would want to experience themselves; a reflection of their dedication to recreation, the outdoors, and community.



KEY PERSONNEL

Spencer Rugland | Master Craftsman

Spencer Rugland joined Singletrack Trails in 2019 as a skilled machine operator and now serves as the Project Manager. An experienced carpenter, mechanic, and heavy equipment operator, Spencer combines these skills with his love of the outdoors to shape dirt, create amazing trails, and manufacture features that put smiles on the faces of trail users. He has quickly become a master of the professional trail building craft. Spencer has 15 years of experience operating heavy equipment, primarily at Powderhorn Mountain Resort, a ski area in western Colorado. In 2015 Spencer was awarded Colorado Ski Country's Terrain Master of the Year award for his work with design, snow-making, heavy equipment operating, feature fabrication, building, and maintaining the terrain park.

At Powderhorn, he also managed a five person crew, and handled scheduling, risk management, as well as documentation for all activities of the staff. He now proactively and effectively manages trail crews on site ensuring projects are completed on time, on budget, and exceed client expectations. He has worked on Singletrack projects in Colorado, Utah and Arkansas



Jeff Martinez | Quality Control & Quality Assurance Manager

Jeff Martinez joined Singletrack Trails in 2020 as a skilled machine operator and trail builder, ensuring projects were completed on time and on budget. Wherever Jeff led a crew, and built a trail, he ensured that the specific community had a positive ROI from the trail project, bringing definition to the term 'home trail hero'. Additionally, he has built trails on Powderhorn Mountain Resort, a local ski mountain located in western Colorado. A skilled logistics planner and coordinator, prior to his experience as a trail builder and machine operator, Jeff was a Design Engineer and a Department of Defense contractor for direct digital control systems for 11 years. He now serves as the Quality Control & Quality Assurance Manager where his skills are combined with his experience to ensure that projects are built to a specific quality product for clients and future generations to enjoy. As a project manager, Jeff has built over 10+ miles of trail all over the country.

Jeff holds a bachelor's degree in Business Management from Chico State University. When he is not working on logistics, you can find him on the trails. He is based in Grand Junction, CO.



Adam Wadas | Director of Operations

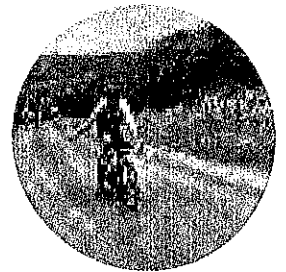
Adam joined Singletrack Trails in 2023 as the Director of Operations, a role that combines his experience as a logistics manager and recreation enthusiast. Originally from New Jersey, Adam grew up with a passion for riding and racing mountain bikes and in 2003 he took this passion and drive with him to Colorado where he pursued a degree in Recreation Outdoor Leadership from Western Colorado University. After receiving his degree, Adam worked with the Bureau of Land Management, adding to his experience of a logistics manager and fulfilling his passion for working in public lands.

After his brief stint with the BLM, Adam worked in the Metal and Fabrication industry for 12 years, before landing with Singletrack Trails. When he is not leading the Operations Department, you can find him on the trails riding his mountain bike, gardening, or raising his twin girls which he states is the most exciting part of life.

Danon Kloster | Director of Client Relations & Director of Sales

Joining Singletrack Trails in 2021 as the Director of Client Relations, Danon is instrumental in ensuring an effective communication channel between our Operations, Sales, and Planning teams, and our clients. Danon grew up in Boulder, Colorado and has been an avid outdoor enthusiast most of his life. Post- college, Danon spent about 6 years racing bikes and "ski-bumming professionally" in Aspen, Colorado. Danon has since returned to Boulder and enjoyed life in the corporate world for a few years prior to joining Singletrack. Most recently, Danon developed and managed a multi- tiered client support department for a partner company to a Fortune-100 corporation. In addition to serving as the Director of Client Relations, he is also the Director of Sales, a department he built from the ground up using his industry knowledge and experience.

In his free time, you'll likely find Danon riding the endless roads in the foothills of Boulder. He also loves skiing and playing golf with his wife.



PROJECT REFERENCES

DATES:
2022
\$418,000

PROJECT HIGHLIGHTS:
1 Mile of trail widening
and resurfacing
100 concrete steps poured
onsite
95 native steps sourced and
installed
35 timber steps installed
850 feet of steel tube railing
installed
650 feet of split rail fence
installed
420 SFF of rock retaining
wall installed
50 SFF of concrete
retaining wall installed

PROJECT CONTACT:
Eric Blake - CPW
NW Region Project Manager
970.255.6190
eric.blake@state.co.us

Rifle Falls State Park - Rifle, Colorado

Singletrack Trails was contracted to work in Rifle Falls State Park during the Summer 2022 season. Rifle Falls is a 70 foot, triple waterfall located in Rifle Falls State Park, Colorado.

Singletrack Trails was brought in to revive the 1 mile hiking and social trails to make for an easier, more beautiful and family- friendly trek to the Falls. Singletrack's work included clearing and resurfacing of the existing trail, rebuilding of the railing and concrete and rock retaining walls, and extensive concrete, stone and timber step installation. Additionally, massive rock excavation was necessary to access the corridor for the new trail, along with culvert installation throughout to ensure adequate drainage and sustainability.

The concrete steps to The Falls were poured by hand onsite to ensure a seamless and perfectly integrated design. The reconditioned Rifle Falls trail was completed in Fall, 2022.



DATES

2022-2023

\$131,000

PROJECT HIGHLIGHTS

- Design & construction of a extensive swimming access trail.

- Construction of 125 native stone steps throughout steep terrain

- Post/ Chain handrail and multiple "resting spots" along the rock staircase.

- Elaborate rock amphitheater at the bottom of the staircase for visitor use

PROJECT CONTACT

Chau Nguyen - BLM
Contract Specialist
Colorado State Office
2250 Youngfield St
Lakewood, CO 80215 Office:
303.239.3678
cnguyen@blm.gov

Guffey Gorge Trail - Guffey, Southeast Colorado

In the high country of the Colorado Rockies, The Guffey Gorge Trail provides access to a swimming hole which offers visitors an escape from the summer heat. However, due to its popularity, the area has seen heavy impacts from not only heavy foot traffic but visitors leaving the trail where it was narrow, undefined, or unstable. While many smaller repair and management efforts had been made it was clear a larger maintenance project was necessary.

In 2023, Pointe Strategies and Singletrack Trails were contracted to provide a design and construction plan to develop a new trail focusing on added accessibility and sustainability. The final design facilitates visitors accessing the swimming hole in a direct route, to prevent further cross-cutting and trail braiding, while also allowing surrounding resources to restore. The team took a collaborative approach to identify desired conditions, project sideboards, visitor experiences, acceptable level of risk, and design preferences.

Presenting and analyzing these alternatives with maps, conceptual illustrations and cost-benefit matrixes the team worked with BLM management to design the ideal trail alignments and construction plan. Finishing the plan by flagging the trail alignments as designed the Pointe Strategies team finalized their design, handing it to our sister company Singletrack Trails to implement. The end result is a trail alignment that provides visitors to this area a fun and safe trail experience while also minimizing impacts and increasing trail durability to stand up to the ever increasing visitation.



PROJECT COST ESTIMATES

Using available scope of work and assumptions, Singletrack Trails has developed the following proposed project cost estimates. Our project management team is prepared to adjust project budgeting, timeline estimates, and overall development goals as the project scope is developed.



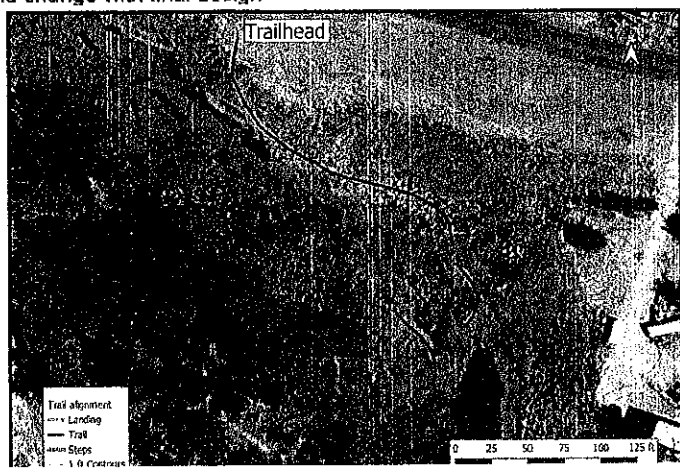
Project Cost Estimate

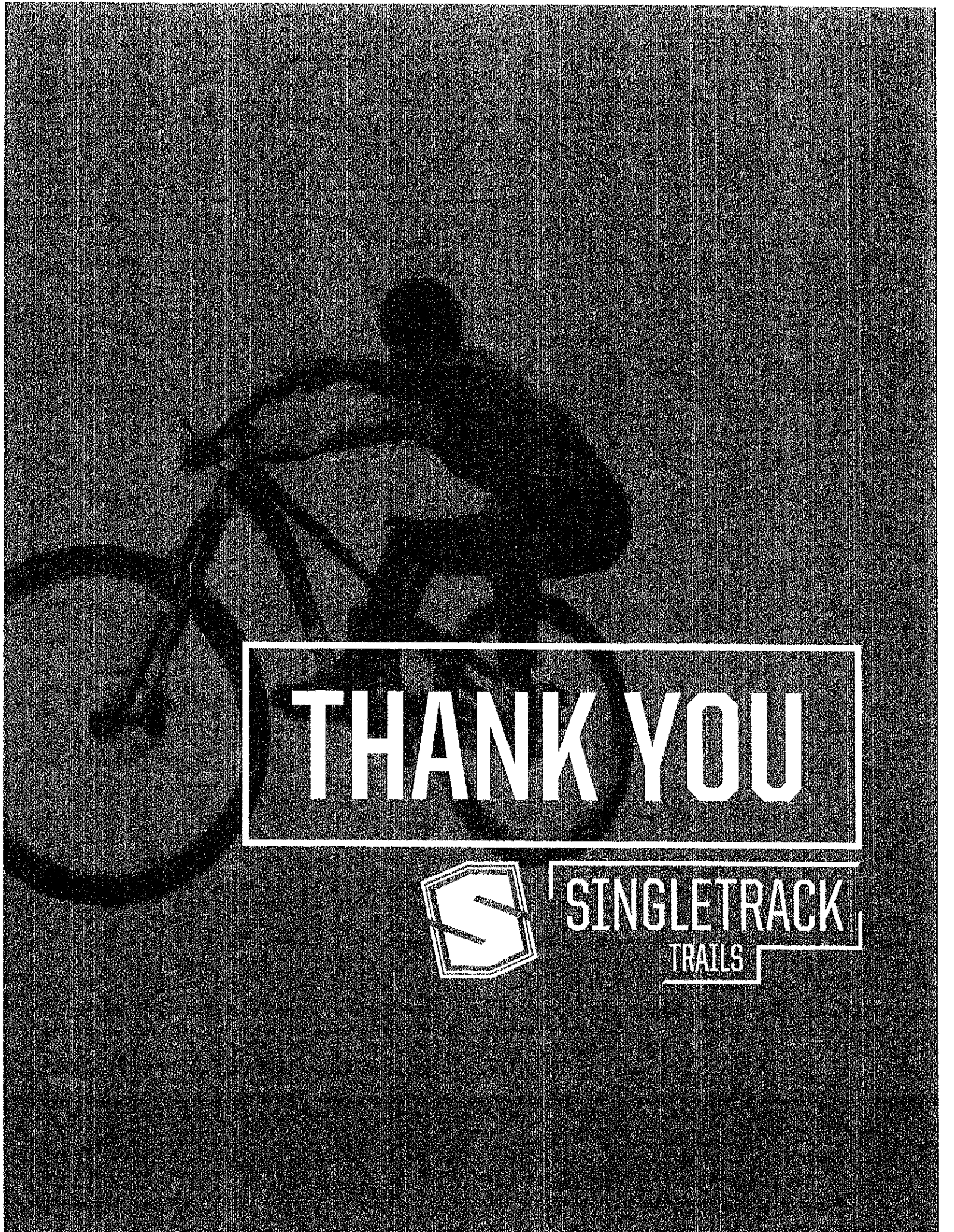
Task Item	Quantity	Unit of Measure	Rate	Task Item Cost
Project Mobilization				
	1	Lump Sum	\$7,471.93	\$7,471.93
Trail Design				\$2,698.00
Trail Construction				
Tread Construction	769	Per Linear Foot	\$14.19	\$10,912.11
Check Dams with Native Stone	25	Per Check	\$205.11	\$5,127.75
Total				\$16,039.86
Stairs with Native Stone				
	138	Per Stair	\$532.09	\$73,428.42
Climbing Turn Landings with Native Stone				
	2	Per Landing	\$8,513.36	\$17,026.72
Project Total Cost				\$116,664.93
Additive: Retaining Walls with Native Stone				
	1	Per Square Foot of Face	\$34.05	\$34.05
Additive: Handrails per Linear Foot				
	1	Per Linear Foot	\$212.83	\$212.83

Cost Estimate is valid for 60 days after the proposal due date

*Cost estimate is based on a conceptual design, on assumptions from the RFP, and the site visit.

**Cost estimate could change with final design





THANK YOU



SINGLETRACK
TRAILS



City of La Verkin

435 North Main Street
La Verkin, Utah 84745
(435) 635-2581 (435) 635-2104 Fax

Richard M. Hirschi
Micah Gubler
Patricia Wise
Blair Gubler
Chuck E. Hardy

Kyle Gubler
City Administrator

Kelly B. Wilson
Mayor

Council Members

CANVASS OF 2023 MUNICIPAL GENERAL ELECTION

STATE OF UTAH)
 ss.
County of Washington)

I, Christy Ballard, City Recorder for the City of La Verkin, Utah, certify that the true and correct results of the Canvass of the November 21, 2023, Municipal General Election is as follows:

For Council 4-year term

Darren L. Prince	522
Richard M. Hirschi	342
Micah T. Gubler	503
Justin Gifford	288
Cody L. Barnes	216
Randy S Jaques	239

Total official ballots cast: 822

Kelly B. Wilson – Mayor

IN WITNESS WHEREOF I have hereunto set my official signature and affixed the seal of the City of La Verkin, this 6th day of December 2023.

Christy Ballard
La Verkin City Recorder

La Verkin City, Utah
Municipal General Election
November, 21, 2023

Summary of Ballots Cast – 2,134 Active Registered Voters

	Votes	Turnout
Official Election Results	822	38.52%

By Mail Ballot Summary

Ballots Returned and Counted	822
Ballots not Counted (see below)	70
TOTAL BALLOTS	892

Reasons for not counting	Qty
Returned Past Deadline	11
Undeliverable	52
Unsigned ballots	2
Signature Not Matching	5
Needs ID	0
Provisional Ballots not counted	0
<u>Totals</u>	<u>70</u>

Each voter whose ballot was not counted was notified of the reason their ballot was not counted and given instructions on how to correct the deficiency.

Provisional Ballot Summary Qty

Provisional Ballots Cast	0
Provisional Ballots Counted	0
Ballots Not Counted	<u>0</u>
Invalid	0
Incomplete Application	0
Already Voted	0
No Proof of Residency	0
No ID	0

<u>In Person Voting</u>	<u>Qty</u>
La Verkin Residents	0

La Verkin, Utah
Municipal General Election
November 21, 2023

OFFICIAL RESULTS

Summary

Statistics	TOTAL
Registered Voters - Total	2,134
Ballots Cast - Total	822
Ballots Cast - Blank	0
Voter Turnout - Total	38.52%

La Verkin City Council
Vote For 3

	TOTAL
DARREN L. PRINCE	522
RICHARD M. HIRSCHI	342
MICAH T. GUBLER	503
JUSTIN GIFFORD	288
CODY L. BARNES	216
RANDY S JAKUES	239
Total Votes Cast	2,110
Overvotes	3
Undervotes	353
Contest Totals	2,466

La Verkin, Utah
Municipal General Election
November 21, 2023

OFFICIAL RESULTS

Precinct Summary

LAV01

Statistics	TOTAL
------------	-------

Registered Voters - Total	602
Ballots Cast - Total	240
Ballots Cast - Blank	0
Voter Turnout - Total	39.87%

La Verkin City Council
Vote For 3

TOTAL

DARREN L. PRINCE	113
RICHARD M. HIRSCHI	81
MICAH T. GUBLER	132
JUSTIN GIFFORD	113
CODY L. BARNES	100
RANDY S. JAQUES	91
Total Votes Cast	630
Overvotes	3
Undervotes	87
Contest Totals	720

La Verkin, Utah
Municipal General Election
November 21, 2023

OFFICIAL RESULTS

Precinct Summary

LAV02

Statistics

TOTAL

Registered Voters - Total	695
Ballots Cast - Total	263
Ballots Cast - Blank	0
Voter Turnout - Total	37.84%

La Verkin City Council
Vote For 3

TOTAL

DARREN L. PRINCE	221
RICHARD M. HIRSCHI	116
MICAH T. GUBLER	162
JUSTIN GIFFORD	75
CODY L. BARNES	49
RANDY S JAQUES	55
Total Votes Cast	678
Overvotes	0
Undervotes	111
Contest Totals	789

La Verkin, Utah
Municipal General Election
November 21, 2023

OFFICIAL RESULTS

Precinct Summary

LAV03

Statistics	TOTAL
------------	-------

Registered Voters - Total	837
Ballots Cast - Total	319
Ballots Cast - Blank	0
Voter Turnout - Total	38.11%

La Verkin City Council
Vote For 3

TOTAL

DARREN L. PRINCE	188
RICHARD M. HIRSCHI	145
MICAH T. GUBLER	209
JUSTIN GIFFORD	100
CODY L. BARNES	67
RANDY S JAQUES	93
Total Votes Cast	802
Overvotes	0
Undervotes	155
Contest Totals	957
