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La Verkin City Council Meeting Agenda
Wednesday, November 6, 2024, 6:00 p.m.
Council Chambers, 111 S. Main, La Verkin, Utah

5:00 Work Meeting:

1. Legislators.
2. Development Agreement with American First Credit Union.

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

B. Presentation:

1. Introduction of La Verkin City Royalty

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: October 16, 2024, regular meeting
4. Checks and Invoices: \$ 88,415.31

D. Business:

1. Discussion and possible action to approve the Development Agreement with America First Credit Union for approximately 490 acres of land located near the Eastern edge of LaVerkin City's current municipal boundaries.
2. Discussion regarding the Capital improvement list.

E. 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

Prince: Southwest Mosquito Abatement, Historical Preservation

F. 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. The time limit is 20 minutes; each individual can take no more than 3 minutes.

G. Adjourn:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Nancy Cline, 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, 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 November 1, 2024, Nancy Cline, City Recorder

City of La Verkin

435 North Main St., La Verkin, Utah, 84745
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La Verkin City Council Special Meeting Minutes

Wednesday, October 16, 2024, 6:00 pm.

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

Present: Mayor Kelly Wilson; Council Members: Patricia Wise, Blair Gubler, Micah Gubler, Darren Prince, and Richard Hirschi; Staff: Derek Imlay, Fay Reber, Chief Nick Nuccitelli, and Nancy Cline; Public: Cyndi Gilbert, and Matt Loo.

- A. Called to Order** –Richard Hirschi gave the invocation/thought and Pledge of Allegiance at 6:00 pm.
- B. Presentation:** Cyndi Gilbert From Intermountain Health provided an annual update, discussing the organization's history, recent developments, and initiatives, including suicide awareness and the opening of a youth care center. She discussed the necessity of the Hurricane ER and highlighted the increased number of visitors and the benefits to the locals. They received a leadership award and have locations in seven states. She mentioned the hospital's financial contributions to the community.
- 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 September 10 and October 2, 2024, regular meeting
 4. Checks & Invoices: \$383,904.14

The motion was made by Councilwomen Patricia Wise to approve the consent agenda as written, including the minutes of the September 10 and October 2, 2024, regular meeting and Checks and Invoices in the amount of \$383,904.14, second by Councilman Richard Hirschi. Roll Call Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-yes, Richard Hirschi-yes, Prince-yes. The motion carried unanimously.

D. Public Hearing:

1. Ordinance No. 2024-21 of the City Council of La Verkin, Utah, vacating a parcel of property as a public roadway and declaring said parcel to be surplus property and providing for disposition by private sale.

Fay explained why the property is for sale, and legally why they need to vacate property in order to sell it.

Public Hearing opened at 6:20

No comments were made.

Public Hearing closed at 6:21 pm.

E. Business:

1. Discussion and possible action to approve Ordinance 2024-21, An Ordinance of the City Council of La Verkin, Utah, to vacate a parcel of property as a public roadway, declare said parcel to be surplus property, and provide for a disposition by private sale.

No further comments were made.

The motion was made by Councilman Richard Hirschi to approve Ordinance 2024-21, An Ordinance of the City Council of La Verkin, Utah, to vacate a parcel of property as a public roadway, declare said parcel to be surplus property, and provide for a disposition by private sale, second by Councilwoman Patricia Wise. Roll Call Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-yes, Richard Hirschi-yes, Prince-yes. The motion carried unanimously.

2. Discussion and possible action to approve Ordinance No. 2024-17. An Ordinance of the City Council of La Verkin, Utah, amending title 10, zoning regulations, of the La Verkin City Code by adopting commercial design guidelines applicable to the general Commercial (C) zone, retail commercial (COMM-R) zone, and tourist/resort commercial (COMM-T) zone.

No further comments were made.

The motion was made by Councilman Darren Prince to approve Ordinance No. 2024-17. An Ordinance of the City Council of La Verkin, Utah, amending title 10, zoning regulations, of the La Verkin City Code by adopting commercial design guidelines applicable to the general Commercial (C) zone, retail commercial (COMM-R) zone, and tourist/resort commercial (COMM-T) zone, second by Councilman Blair Gubler. Roll Call Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-yes, Prince-yes, Richard Hirschi-yes. The motion carried unanimously.

3. Discussion and possible action to approve Ordinance 2024-18 amended Subdivision Ordinance. An ordinance of the City Council of La Verkin, Utah, amending Title 11 "subdivision rules and regulations" of the La Verkin City Code.

Fay explained that this ordinance is required due to the passing of the Utah State Legislature. The amendments to the Municipal Land Use Code. It created a body called the ALUA, which stands for Administrative Land Use Authority, to review and approve certain kinds of subdivisions. Those subdivisions are single-family dwellings, two-family dwellings, and subdivisions with four-family dwellings or less. The ALUA will approve those kinds of developments. The City Council has no say in it. It's purely an administrative thing. As soon as they meet or comply with the subdivision ordinances and the various other ordinances, the ALUA will approve that subdivision. They'll have to file a plat like any other subdivision, but it's meant to be a streamlined process for some of the simpler subdivisions. Now, for some of the other kinds of subdivisions that are a little bit more complicated, like multiple families over four, multi-use kinds of subdivisions, commercial, industrial, and planned unit developments, we're likely to see up on the top side, the City Council and Planning Commission will retain authority to review and approve those subdivisions, as they always have. The ordinance distinguishes between the two subdivisions that the ALUA can review and approve and those that the City Council and Planning Commission can review and approve. It also provides information on who can be appointed to the ALUA. According to the ordinance, five people will be sitting on the ALUA, including the Director of Operations, a member of the Planning Commission, and the City Administrator. The City Administrator will appoint two others. That could be another Planning Commission member. The ordinance also provides that the subdivisions reviewed by the ALUA will be reviewed in four cycles. The City Council's not subject to that. Finally, it amends certain provisions of our existing ordinance relating to improving completion bonds. We must have a bond for the completion of the improvements and a bond for the warranty period. It amends that kind of provision to coincide with the new provisions of state law. It's not something we have the option to approve, and it's something by state law that must be approved by December of this year.

Councilwoman Wise added we're pretty much being forced into this. There's not much the city can change in it, if any. She felt there was a lack of transparency in how business is done. She wasn't concerned about La Verkin today but certainly about the future. Is there any option for La Verkin to put in the ordinance that we have quarterly reports on those developments that are approved, something so that the council is aware of the building that is happening in La Verkin because we're directly responsible to our constituents, and if we know nothing about that fourplex that's going in and then another fourplex across the street, we can't tell them "it's not my job call the city staff."

Fay clarified that there could be a report from the ALUA in every city council meeting.

Mayor Wilson agreed that if something was going through the ALUA, they could report it during the city council meetings.

Councilwoman Wise wanted it written into the ordinance that the ALUA must report to the city council.

Mayor Wilson agreed that the ALUA should be required to report to the city council and that this should be written into the ordinance.

Fay agreed that he would add that language to the ordinance.

The motion was made by Councilwoman Patricia Wise to approve Ordinance 2024-18 amended Subdivision Ordinance. An ordinance of the City Council of La Verkin, Utah, amending Title 11 "subdivision rules and regulations" with the amended 11-2-2 that we add in a phrase saying that there will be a report on every city council meeting as needed when there's something to report, seconded by Councilman Darren Prince. Roll Call

Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-yes, Richard Hirschi-yes, Darren Prince-yes. The motion carried unanimously.

4. Discussion and possible action to approve Southern Utah Trail Standards Ordinance No. 2024-19, an ordinance of the City Council of La Verkin, Utah, adopting the 2024 Southern Utah regional trail standards as part of the La Verkin Master Transportation Plan, which is an element of the La Verkin City General Plan.

The motion was made by Councilwoman Patricia Wise to , approve Southern Utah Trail Standards Ordinance No. 2024-19. An ordinance of the City Council of La Verkin, Utah, adopting the 2024 Southern Utah regional trail standards as part of the La Verkin Master Transportation Plan, which is an element of the La Verkin City General Plan, second by Councilman Richard Hirschi. Roll Call Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-yes, Prince-yes, Richard Hirschi-yes. The motion carried unanimously.

5. Discussion and possible action to approve Ordinance No. 2024-20, an ordinance of the City Council of La Verkin, Utah, amending §10-6G2-2-5 of the La Verkin City Code to allow for extended occupancy in RV resort areas.

Mayor Wilson felt the ordinance had enough safeguards to protect the city from any problems the citizens have emailed us about their concerns.

Fay pointed out to the council that the updated version has changed in 2-D-1. It is in response to concerns raised by people about enforceability and other similar issues. That's the one that we'll be approving tonight.

Mayor Wilson read the changes that say, before September 1 of each year, the RV resort owner shall submit an application to the city requesting that the specified RV resort pads be designated for extended occupancy. If approved, the period of extended occupancy shall be limited to a maximum of six months, and it designates the months of October 1st through March 31st. The other safeguard is paragraph 7: at the end of the extended use period on March 31st, all RV resort rental pads used for the extended stay shall revert to a period of occupancy not to exceed 29 consecutive days. Paragraph 5 says within five days at the end of each month of the extended occupancy; the RV resort owner shall provide a written report to the city stating the items: who is staying when they checked in, and the license plate number of the RV and all that information. And that's something the owners have all agreed to, correct? They feel like that is protection for the city and them so that they don't get in trouble with people wanting to stay there forever.

Councilman Blair Gubler wanted to add that the staff or whoever is getting the reports from the RV resort will report back to the city council, so they know how this worked out the previous year and if any changes need to be made.

Fay advised it could be the staff or the City Council. This is an easy problem to fix. Of course, when they make an application in September of each year, we review it to see how it went the prior year. If we had problems, that would be part of the reasoning behind either approving or not approving it for the next year.

Councilwoman Wise added this has been such a hot topic on social media, and rightly so for residents who've lived here for a long time and worked hard to improve the quality of La Verkin. She thought for public record because not everybody will be able to pull out a city council agenda and find this specifically, in addition to what you've already called out, number three of the amended ordinance says the number of RV resort pads approved for extended occupancy shall be limited to 25% of a development's RV rental pads or 20 RV resort rental pads, whichever is less. Number four is the use of small transient living quarters, cabins, or yurts for extended stay is strictly prohibited. Also, the total number of RV resort pads used for extended occupancy will be included in the written report; the name, RV's resort pad number, the date of check-in, and check-out for each extended occupancy guest are reported. The make, model, and license plate number of each guest's RV or trailer used for extended occupancy will be reported. She wanted to call that out for those who might listen to the City Council meeting tonight. They know that as a City Council, we have listened to and considered their concerns and did everything they could to protect the city, not necessarily for today, but for the future. And that's her concern about this ordinance. She was not concerned about the current owner, the current quality, the six months she was concerned about the future when maybe the economy's not good. Whatever the situation, this will give future staff and future city councils some teeth to go back and say no, and this is precisely what it says; there's no ambiguity about it.

Mayor Wilson agreed, and he thought all of us on the council and as citizens were actually concerned with extended stays because we went through a long period where those extended stays turned into permanent residence for people who were living in some of the RV places that we had in town, and now that we don't have them anymore, and we do have a new one, we don't want to see it revert to that, and nobody wants that. Neither does the owner of the RV resort. Having this written this way will protect the city now and, in the future, future city councils can make changes, but the way this is written, he thought the city would be protected for future times as well.

Councilman Micah Gubler added that future city councils making changes wouldn't affect this RV resort it would be grandfathered in if we pass this.

Mayor Wilson answered, no, because it's annual. In September, it's approved each year.

Councilman Micah Gubler continued but was more hesitant than the rest of the council because he was on the council when they eliminated long-term RV stays. We adamantly oppose long-term RV renting, and that's why the ordinance was written this way.

Mayor Wilson responded he was on the council more than 20 years ago, which was a concern back then because we had areas in town where those RVs turned into permanent ones.

Councilman Micah Gubler added that the current ordinance was written in the way it was, just for a specific reason: We were trying to move in a different direction.

Councilwoman Wise agreed that Blair has a good point about having a report back to the city council because where we're more direct, the first calls that people make when they have a simple complaint are called by city staff. Still, if it's more involved, they call the council. And so, if we know what's going on, we will also ensure that the staff is doing their job. She hadn't gone through it before, but she had heard enough stories and felt like they put all of the safeguards in place. She felt the pandemic changed the public's lifestyle. She thought many more people had the means to travel and work remotely. She thought those were snowbirds, and people just wanted to be out more. They realized Utah stayed open, but the rest of the country didn't. She felt that drove people to realize how much they did not want to be cooped up. She thought the dynamic of recreation and travel has changed, so we have one RV resort in town. That's the only one we'll ever have, and it's a saturated market. She wanted our RV resort to be successful and competitive.

Mayor Wilson agreed that everyone wants them to be successful. We do, because they have put a lot of money and work into a nice resort, and we hope they'll make money doing that.

Fay added to take care of Blair's concerns; he had penciled in some possible changes to the language, and he read it to the council to see if they thought this took care of it. From the first September 1 of each year, the RV resort owner shall submit an application to the city council, not the city, but the city council, requesting that specified RV resort pads be designated for extended occupancy. Number two, if the application is approved after review by the city council, the extended occupancy period shall be limited to include October 1st to March 31st. But in each case, it says the application is submitted to the city council, the city council is doing the review, and as part of that review, you always have the authority to get staff input on whether there were problems in the past year.

Councilwoman Wise wondered who would decide. Can the permit be denied simply because future councils don't like the long-term? Holding off until September 1st could be detrimental to the RV resort's business. People in RVs and staying somewhere long term are making their reservations six months in advance or longer.

Mayor Wilson advised that we make it at the end of the season, March 31st. Then, during the City council meeting at the end of April, if there have been any issues, we'd be aware of them, and that would give them plenty of time to deal with them.

Councilman Micah Gubler commented he was not trying to single out this request from the others. His concerns are a little deeper. He felt like they recently changed the zoning on a parcel because the owners came and said they couldn't sell their property for the amount they wanted, so they wanted to change the zoning. He felt the city council was just writing

or changing ordinances to help one person. He was concerned that they were setting a precedent of just trying to benefit single entities or individuals instead of the community.

Mayor Wilson answered that's what we do as a city council. We look at each of those items, and when people come to us and want to make a change or a complaint, we help with that problem.

Councilman Micah Gubler continued that he had been through the other end when they wrote this ordinance. He probably heard from five or six citizens outside of what was shared tonight. I haven't had anyone who wants this change other than the owners.

Mayor Wilson commented that many citizens don't take the time to read the ordinance. They would understand that we looked at it closely, and we probably have the same concerns.

Councilman Micah Gubler added that he is not saying everything we have is perfectly set. We need to be able to look at things and adjust as we go. But it seems like we've slung to trying to look individually, case by case, instead of having a master plan, having an idea of what we want to do, and then adding the entities and individuals.

Councilwoman Wise added on that same note that when making things individual for something specific, we made the RV resort ordinance so tight on location that this will be the only one we ever have. Geographically, nothing else can be approved. We decided to do this because we don't want more than this one. She had just moved here when the RV resort zone was approved on that land. There was another instance of singling out a piece of property for something very specific that we didn't want anywhere else. She understood what he was saying. She felt that way about the one he brought up where they changed the zone because somebody couldn't sell the property. She didn't think that's the case here.

Councilman Micah Gubler replied that he understood everyone's perspective but wanted to explain his vote.

The motion was made by Councilman Blair Gubler to approve Ordinance No. 2024-20, an ordinance of the City Council of La Verkin, Utah, amending §10-6G2-2-5 of the La Verkin City Code to allow for extended occupancy in RV resort areas adding in a yearly report to city council, second by Councilwoman Patricia Wise. Roll Call Vote: Micah Gubler-no, Wise-yes, Blair Gubler-yes, Prince-yes, Richard Hirschi-yes. The motion passed.

6. Discussion and possible action to approve the Zion Trail Corridor Acquisition Agreement.

Councilwoman Wise asked if they agreed to acquire their property and allow impact fees to go towards purchasing it. Is that correct? The previous land acquisition had already set aside this agreement for the trail. Kyle explained that the last time.

Derek explained we already had agreed upon the one that would take minimal property. We technically want to be ADA-compliant, but we wanted to reduce the speed of people coming off that slope onto Main Street. So, that agreement is still in place, but we were supposed to do most of the work to get it ready to go. And then whatever was left over, this city would make up the difference in the cost of the property. Then, getting 10,000, 11,000 square feet of Kyson's property, and then he thought 900 square feet of Beau's to make that trail. We first payout Beau because he is so minimal. The rest will apply to Kyson, and the city can pay off any time they want to; there's no interest, and they can do it over five years. **The motion was made by Councilman Micah Gubler to approve the Zion Trail Corridor Acquisition, second by Councilman Richard Hirschi. Roll Call Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-yes, Prince-yes, Richard Hirschi-yes. The motion carried unanimously.**

7. Discussion and possible action for the mayor to sign a Letter of Intent/Support for Zions Gateway Resort Development.

Councilwoman Wise commented there are two things; the first is the project, which is about a third sentence down. This ambitious project includes developing up to 1,600 equivalent residential ERUs for resort commercial spaces, retail areas, and a trail system. When she first read that, she thought it could be argued that it would allow 1,600 residential ERUs, and then we would allow resort commercial spaces and retail ERUs. She thought that sentence could be reworded so that the total ERUs are 1,600, and she recognized this is just a letter of support, it's like a memo of understanding, but she felt it should be a little more clear

Mayor Wilson explained that this is the 490+ acres on the topside, which they called Zion Gateway Resort Development.

Matt Loo explained that his client doesn't want to confuse anyone with the name. So, right now, it will have Zion in the name, but they want to ensure there's no confusion with the other businesses in the area. He explained that if you're doing an ERU on the commercial side, it reduces the overall 1600 total units. So, whatever can be crafted to blend with the proposed development agreement would be great.

Councilwoman Wise asked Matt Loo to consider a new name with La Verkin included.

Matt Loo agreed that it was a good idea. After this meeting, he will meet with the client to discuss it in depth. They want to include La Verkin in the name.

Councilman Prince commented that SITLA just announced the RFP for that land adjacent to you. Does that affect your plans at all?

Matt Loo answered No. We will try to acquire that, too, and make it all one big project.

Fay commented that he could change the 1600 ERUs to clarify, but he should wait until he is informed of the project's name.

Matt Loo responded that was the project's name now, but he liked the Councilwoman's recommendation of including La Verkin in the name.

Fay commented that the development agreement refers to it as the La Verkin-Mesa development agreement. How about we just do that? It would be more consistent with the development agreement. We could call it the La Verkin Mesa Resort Project.

Matt Loo agreed that was an appropriate name and agreed to the change.

Councilman Richard Hirschi asked what water they were going to be using.

Matt Loo answered that it would be part of the water tank on the BLM side of the property. If they successfully purchase the property, they will be part of that solution and the cost of burying that system there.

Mayor Wilson added that the city will get the water from the cotton well area. They're running water from the treatment plant to the cotton well; more water will be available this year.

Matt Loo continued, saying they are also looking to secure some water rights to help offset that. They have had a few under contract from New Harmony that fit within this water region. They will tie into the Ash Creek system with what they propose to run the line to Virgin. They will tie into that system, and that will serve the project.

The motion was made by Councilman Richard Hirschi to approve the Mayor signing a letter of intent/support for Zions Gateway Resort development, with the change of name to La Verkin Mesa Resort Project and the total ERU's will be 1600, second by Councilman Darren Prince. Roll Call Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-yes, Prince-yes, Richard Hirschi-yes. The motion carried unanimously.

8. Discussion regarding the enforcement of La Verkin City Short-term Rental Ordinance.

Fay explained that my recommendation was to wait for Kyle Gubler to return. He would follow up with one of these other entities to help the enforcement process. I think his report will help clarify things a bit about how this will work.

Mayor Wilson added that this is another topic that we brought up to the Lieutenant Governor; that the cities don't have the authority to go after these people without hiring an outside source. She was taking that back to the Governor and the legislature. Every city has the same complaint about that.

Fay explained that we have people out there using their homes as a short-term vacation rental without obtaining a business license or conforming to the existing rules and regulations once they have a license. They don't conform to rules or regulations, so we have a problem with enforcement. Part of the reason it's a problem is because the only way we can enforce it, as our ordinance is drafted now, is by initiating criminal action. The problem with criminal action is that it comes across very heavy-handed. Maybe sometimes we'll want to do that. The other problem is that a criminal case, to be successful, requires proof beyond a reasonable doubt, which, if you put it on a scale of 1 to 100, you'd be about 95%. If we were enforcing something civilly or administratively, the proof required to obtain a favorable decision would be maybe 60% or 65%. That's the difference in the standard of proof required for the successful prosecution of a criminal case instead of the prosecution of a case administratively. This ordinance gives us an option. We can proceed criminally if that's what we want to do, and there may be cases where we elect to do that. Or, in other cases, we may decide we want to proceed administratively. There's a citation that's issued. The citation will specify the violation's date, time, and place, the nature, a complete description, and so forth. It will notify the property owner that he's got X number of days to remedy the situation. If he doesn't remedy the situation and does not ask for a hearing, then a judgment would be entered against him administratively for each day that the violation is allowed to continue, which could subject him to a penalty of up to \$750 for each day. If he chooses to respond to that citation, he can come in and meet with city staff and agree to fix it. The city staff would have the authority to extend that period set by the citation. If he failed to do anything to correct it within that extended time, then the case could proceed. The way it would proceed is the city would appoint a hearing officer to serve as the administrative judge, essentially, and then the individual would be required to come in and present testimony and evidence as to why he's not in violation. The city would be able to present their testimony and evidence as to why he is in violation, and then the administrative judge would have the authority to decide. This just gives the city one more option for enforcement. We can proceed criminally if that's what we want to do and go down that path, or we can enforce it administratively if we choose to go down that path.

Mayor Wilson added that this is something we can take with us. We've got an opportunity to read through it, and we'll bring it up in a future city council soon. The city council needs to get ready to the point where we can start enforcing that. It's unfair to those with legitimate licensed vacation rentals who are here to have somebody do one that's not legally approved.

F. Mayor & Council Reports:

Mayor Wilson- I believe Kyle presented at the council a while back about UDOT putting a fence on both sides of the bridge, they're pushing to do that, but each of the cities, La Verkin, Hurricane, and Washington County all agreed to put some money up towards that. I think the county was \$25,000, Hurricane was \$25,000, and we were \$5,000 towards that. The installation of that fencing is for safety reasons for the police department. When they're out trying to help people who are in distress and maybe want to commit suicide, unfortunately, it's become a popular place to do so. The suicide prevention package that IHC gave us today is something that might be helpful for people who are considering that. And then put our officers in danger where they're trying to keep somebody from jumping, and it would be horrible to have somebody jump and pull an officer over the railing with them. The state has agreed to put this on a priority list for them, and they just want a letter from us saying that this is what we would be willing to give. If there's no disagreement, he will sign this letter, and we will agree to support it with \$5,000.

Councilwoman Wise thought it wouldn't be effective, but she won't vote against it. She agreed it would help keep our officers safe.

Chief Nuccitelli added that they wanted to put the fence on the inside on both sides of the bridge. Because there's a fence on the outside on both sides, they will put up more chain-link fences. It'll deter people from going down and walking under the bridge. So, they'll be fencing on the exterior, on both the east and west sides of the fence. And then also in the median itself of the bridge

Blair Gubler reported he met with the Solid Waste District two weeks ago. They hadn't heard anything from Enterprise, which will now go to Central for its dump. The meeting was basic and did not significantly affect the city.

Fay added that they did approve a rate increase. They did it for their employees. This annual rate increase will affect all cities on January 1. They'll send a letter to every city to ensure that it is implemented by that date.

That rate increase is built into the contract with the waste hauler. Each year, they receive an automatic 2.5% increase, which triggers a 2.5% increase for the residents.

Mayor Wilson asked if that information would be sent to the residents.

Fay answered that it would not. It will be sent to all the cities and towns to ensure the billing is implemented by January 1st.

Blair continued, saying they talked about their employees' wages leveling off because the scale house was leveling off some wage increases for them, and they talked about their employees' receiving a COLA increase.

Patricia Wise- reported she attended the DTEC meeting this week. The line from St. George to Springdale is officially starting November 1st. If you want to ride it the whole way, you can get on the bus at Dixie Center Drive at 540 a.m. Come all the way through. It'll stop here in La Verkin, and one stop, continue to Lions Boulevard in Springdale. It will stop in La Verkin at Wanless Park next to the recycling cans. Once it's underway, each direction for the entire route will be \$5, so \$10 round trip. Employees who want to use it can get the entire month for \$100, which would be good savings. If somebody's just making individual stops, say La Verkin to a stop in Virgin, they can. Everything will be online; you sign up beforehand, pay your pass for that day, and do whatever. You can do it online on your phone or an app; no money is exchanged on the buses.

There's also Sheep's Bridge Road project. Interstate Rock was awarded the contract for the first half mile to the bridge, and that work will start soon. Federal funding will be applied for, and it's available October 24th for application, so they'll be applying for some of those funds section by section. They also hope to get enough money to build underpasses in two key areas to help mountain bikers get under the road without risking being hit by a vehicle.

There is so much money that other cities get loans or grants from the MPO. And they don't all have regional significance. Some are more within the city, but St. George and Ivins get the lion's share. She thought the city wouldn't want to take out a loan. You have to have the matching funds, but we need to be aware that 50% of a project we need to do here in La Verkin could be paid for.

The Zion Corridor Management Plans review for the next probably 10 years until it's done again is underway. The contractor has been selected. The first kickoff meeting will be November 12th, and there's a consultant from Corridor. Solutions has been very successful with the National Scenic Byway Corridor Management Plans, and she'll be here to head that up. Then, locally, Avenue Consultants did the Safe Streets for All. They are the local consultants on the project. Each city in the corridor has the opportunity to invite one or two business owners to participate in this initial meeting.

Richard Hirschi- reported he and the mayor toured the new plant being built.

Mayor Wilson said the project is moving along fine. It will be a year from December/January of next year for completion. He asked if the fire district increase was approved.

Hirschi responded yes it was approved.

Micah Gubler- Reported cops and cars had a great turnout. The Chief had a video of the event to share.

Chief Nuccitelli reported in August of last year that he and his wife, Katie, took a leap of faith and ended up renting a building in La Verkin. They are always involved in cars and racing and things. And so, they started this Race Ready Foundation. He provided a little background on it. In a nutshell, they take a young kid between nine and 11 years old and build those soapbox derby cars in a shop here in La Verkin. (He started the video.) "I'm really excited that we get to do this again, our annual Cops and Cars event. We've got 28 coolest kids, the coolest drivers, ready to challenge the streets here in La Verkin. I'm super grateful that we have a lot of great partners. But the RAD kids that come out here from southern Utah get an opportunity to race down Center Street here in La Verkin, which is awesome. We love to be part of the Race Rating Foundation. With that, we've been able to partner with La Verkin. The real point and the goal is to grow the gravity cars, the downhill cars, through the people in the car show getting involved with the downhill cars. For the last several months, we've had kids from the community come to the shop, and we've taught them to build cars. They built these cars themselves. And I think that's good for the community. It brings the community together. We're a diverse community from all over the place. There are a lot of people here that come from other states. So it's awesome to see that it's still a small-town feel. This was year five of cops and cars." (Video ended)

Micah continued his report by saying that over a thousand people attended. It just gets better every year. There was the 9-11 day of service that combined with it. That was a community-based service activity. Some of the local denominations joined in on it. I don't know if you noticed, but there was just a short clip of an individual. He had tubes of oxygen in his mouth. Wendell Coombs was his name. He was recognized there. He was on-site in New York at the Twin Towers at 9-11. The effects of that slowly taking his life. He lived here locally and sent an excellent letter. I can text the council about it if you want to see it. He was recognized at Cops and Cars as part of the 9-11 day of service. In that service project, they washed the cars of any of the first responders in the area who wanted to, and they just kind of thanked the families. It reflected so well on La Verkin City and our police department. He thanked the chief for the great work he does with the youth.

The new royalty will be coming in November to introduce themselves. The Youth Council is moving ahead; they were granted a YOY grant for the Youth Council, so they'll be able to do some things.

Winterfest is coming up, and things are moving ahead; all food vendors' spots have been filled. Meredith and her crew are doing a really good job of getting ready for the Talent Fest, Susie Snowflake, and the other events. The city hired Joey

Church, a resident here, as a part-time; we talked and authorized some funds for a part-time employee to help with the events and recreation department. And so, he's been helping out with that. He's a contractor with a lot of knowledge and experience, so it's been very helpful having him. Meridee and her department are very grateful to have him, especially coming into Winterfest.

Darren Prince Reported that the historical preservation committee would like plaques around La Verkin's historical buildings. They were very expensive. He thought the cost they told them about last time was \$700 to \$1100 each for some of these plaques. So, we need to brainstorm how we can help them with those plaques.

Councilwoman Wise asked if these are National Historic Plaques. Darren Prince answered that it depends on which historical site it is. They're talking about some very inexpensive ones for houses.

Councilwoman Wise added that the city may do a few in the short term and then ask individuals to contribute. We could at least do something locally to get the recognition while trying to get the others.

Darren suggested that they create a non-profit group to raise money. He thought a lot of people would donate to that, and they would love to donate.

Councilwoman Wise commented that the Rim to River trail ribbon cutting will be next week.

G. Citizen Comment & Request for Future Agenda Items:

No comments were made.

H. Adjourn:

Mayor Wilson closed the meeting at 7:35 p.m.

Date Approved

ATTEST: _____

Nancy Cline
City Recorder

Mayor Kelly B. Wilson

La Verkin City
Invoice Register: 10/11/2024 to 10/31/2024 - All Invoices

10/31/2024

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
RFD 100041406.	*Rodriguez, Lilia	52992	10/24/2024	10/24/2024	\$111.11			
RFD 100041469.	*Sneed, Vilate	52971	10/11/2024	10/11/2024	\$156.09	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041406 - *R
Refund: 1000406	*Watkins, Tracy	52993	10/28/2024	10/28/2024	\$77.76	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041469 - *S
RFD 100040609.	*Rice, Sherry	53020	10/30/2024	10/30/2024	\$43.60	511311	Accounts Receivable	Refund: 100040684 - *Watkins,
Refund: 1000404	*Wells, Rodney		10/31/2024	10/31/2024	\$146.56	511311	Turn on Fee/Renter Deposit	Deposit Refund: 100040609 - *R
PR101824-258	AFLAC	52972	10/23/2024	10/23/2024	\$27.90	102224	Accounts Receivable	Refund: 100040431 - *Wells, Ro
38544	ALPHA ENGINEERING CO		10/31/2024	10/31/2024	\$995.75		Health Savings Account	AFLAC EEE
PO# 5603	ALPHA ENGINEERING CO		10/31/2024	10/31/2024	\$476.00	104510.470	Parks IMPACT FEES	Work on Rim to River Trail - Invo
PO# 5604	Vendor Total:				\$1,471.75	104410.610	Streets MISCELLANEOUS SER	Work on 600 North road abando
102924	BALLARD, CARVER	52994	10/29/2024	10/29/2024	\$500.00	104620.610	Comm COMMUNITY DEVELOP	Scholarship
102124	BALLARD, CHRISTY/OR KADE	52995	10/21/2024	10/21/2024	\$170.00	104140.230	Admin TRAVEL & TRAINING	Food reimbursement
356882	BUCKS ACE HARDWARE		10/31/2024	10/31/2024	\$94.78	104510.470	Parks IMPACT FEES	Rim to River Trail - Invoice # 358
PO# 5602	BUCKS ACE HARDWARE				\$1.69	104510.470	Parks IMPACT FEES	work on Rim to River Trail - Invol
358950	BUCKS ACE HARDWARE	52996	10/24/2024	10/24/2024	\$9.18	536310.450	Irrigation WATER MAIN REPAIR	Irrigation repair supplies
358993	BUCKS ACE HARDWARE	52996	10/28/2024	10/28/2024	\$43.25	104160.270	Bldg B&G OPERATION AND M	Conduit, outlet box, wall plates,
358999	BUCKS ACE HARDWARE	52996	10/28/2024	10/28/2024	\$19.99	104160.270	Bldg B&G OPERATION AND M	Angle VLV oval
359007	BUCKS ACE HARDWARE	52996	10/28/2024	10/28/2024	\$8.99	104160.270	Bldg B&G OPERATION AND M	Conduit
359021	BUCKS ACE HARDWARE	52996	10/29/2024	10/29/2024	\$37.55	104160.270	Bldg B&G OPERATION AND M	Wallplate, Low voltage bracket a
359024	BUCKS ACE HARDWARE	52996	10/29/2024	10/29/2024	\$2.79	104160.270	Bldg B&G OPERATION AND M	Low voltage bracket
359033	BUCKS ACE HARDWARE	52996	10/29/2024	10/29/2024	\$0.79	104160.270	Bldg B&G OPERATION AND M	Supplies
	Vendor Total:				\$217.32			
16764	BUSINESS SOLUTIONS GROUP		10/29/2024	10/29/2024	\$673.72	104140.240	Admin OFFICE EXPENSE, SUP	
					357.07	104140.240	Admin OFFICE EXPENSE, SUP	
					202.12	516660.240	Admin OFFICE EXPENSE, SUP	
					33.68	536310.240	Irrigation OFFICE EXPENSE, S	
					80.85	556350.240	Drainage OFFICE EXPENSE, S	
708497575	CenturyLink	52989	10/12/2024	10/12/2024	\$339.47	104140.280	Admin UTILITIES	435 N Main
708498266	CenturyLink	52997	10/12/2024	10/12/2024	\$167.98	104140.280	Admin UTILITIES	111 S Main
					83.99	104140.280		

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90241124	CenturyLink	52997	10/19/2024	10/19/2024	\$53.45	104210.280	Police UTILITIES	111 S Main
	Vendor Total:				\$53.45	104140.280	Admin UTILITIES	
0917026	Citi Cards		10/31/2024	10/31/2024	\$27.74	104540.610	Rec EVENTS, FAIRS, & FESTI	Festival of Trees
101324	Citi Cards		10/13/2024	10/13/2024	\$75.00	104140.210	Admin BOOKS, SUBSCRIPTION	Annual Treasurer membership
1509014701	Citi Cards		10/18/2024	10/18/2024	\$896.95	104140.230	Admin TRAVEL & TRAINING	Hotel for Treasurer conference
2410-2303	Citi Cards		10/23/2024	10/23/2024	\$4.79	104540.610	Rec EVENTS, FAIRS, & FESTI	Picture of 2024 Royalty for foyer
PO# 5588	Citi Cards		10/21/2024	10/21/2024	\$159.00	104140.210	Admin BOOKS, SUBSCRIPTION	Annual International Treasurer m
29595	Citi Cards		10/31/2024	10/31/2024	\$431.55	104540.610	Rec EVENTS, FAIRS, & FESTI	Festival of Trees
3075437	Citi Cards		10/26/2024	10/26/2024	\$54.00	104620.610	Comm COMMUNITY DEVELOP	Squarebook
41BF467-0073	Citi Cards		10/24/2024	10/24/2024	\$639.20	104140.210	Admin BOOKS, SUBSCRIPTION	ICMA Dues
554526	Citi Cards		10/30/2024	10/30/2024	\$104.60	104540.610	Rec EVENTS, FAIRS, & FESTI	Christmas Tree Decorations
PO# 5589	Citi Cards		10/29/2024	10/29/2024	\$19.45	104140.240	Admin OFFICE EXPENSE, SUP	Staff Picture for Hallway
6986640	Citi Cards		10/23/2024	10/23/2024	\$46.96	104140.240	Admin OFFICE EXPENSE, SUP	File Organizer-Nancy
8000198	Citi Cards		10/30/2024	10/30/2024	\$393.83	104540.610	Rec EVENTS, FAIRS, & FESTI	Christmas Tree Decorations
PO# 5605	Citi Cards				\$2,853.07			
9682627	Citi Cards				\$150.00	104160.270	Bldg B&G OPERATION AND M	DOT Testing
9833065	Citi Cards				3.00	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
	Vendor Total:				13.50	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
438109	D.A.T. MANAGEMENT, INC.				18.00	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					3.00	104510.250	Parts EQUIPMENT OPERATIN	Equipment repairs and Fuel
					49.50	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					18.00	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					9.00	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					9.00	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					15.00	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					9.00	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
02-339811	Davis Food & Drug #4/Farmers Market	52973	10/17/2024	10/17/2024	\$120.85	104253.610	Animal MISC SUPPLIES	Supplies
02-342097	Davis Food & Drug #4/Farmers Market	52973	10/19/2024	10/19/2024	\$42.55	104253.610	Animal MISC SUPPLIES	Supplies
65-258078	Davis Food & Drug #4/Farmers Market	52973	10/15/2024	10/15/2024	\$7.98	104540.610	Rec EVENTS, FAIRS, & FESTI	Cleaning supplies
65-259892	Davis Food & Drug #4/Farmers Market	52998	10/17/2024	10/17/2024	\$2.58	104540.610	Rec EVENTS, FAIRS, & FESTI	Keys for new employee

La Verkin City
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66-234809 PO# 5601	Davis Food & Drug #4/Farmers Market		10/31/2024	10/31/2024	\$5.52			
66-242400	Davis Food & Drug #4/Farmers Market	52998	10/29/2024	10/29/2024	5.52	104510.470	Parks IMPACT FEES	Hardware for Rim to River Trail
	Vendor Total:				\$11.99			
58893534	Delage Landen Financial Services	53019	10/22/2024	10/22/2024	11.99	104160.270	Bldg B&G OPERATION AND M	Swiffer Duster
					\$341.24			
32691024	Dominion Energy	53000	10/24/2024	10/24/2024	180.86	104140.240	Admin OFFICE EXPENSE, SUP	
92751024	Dominion Energy	53000	10/24/2024	10/24/2024	102.37	516680.240	Admin OFFICE EXPENSE, SUP	
	Vendor Total:				17.06	536310.240	Irrigation OFFICE EXPENSE, S	
RFD 100041108.	Dorrell, Michelle	53001	10/24/2024	10/24/2024	40.95	556350.240	Drainage OFFICE EXPENSE, S	
474120241101	EMI Health	52974	10/22/2024	10/22/2024	\$22.85	104140.280	Admin UTILITIES	111 S Main
RFD 100039282.	Evans, Ruth	53002	10/28/2024	10/28/2024	11.43	104210.280	Police UTILITIES	111 S Main
11199-3	GREEN TREE LAWN & LANDSCAPE	53003	10/29/2024	10/29/2024	11.42		Parks UTILITIES	579 N Main Street
PR101824-6099	Health Equity		10/23/2024	10/23/2024	\$7.16	104510.280		
11-693	HURRICANE CITY WATER DEPT	53004	10/22/2024	10/22/2024	\$30.01			
1235 PO# 5590	HURRICANE VALLEY WINDOW TINT	53005	10/17/2024	10/17/2024	\$104.48	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041108 - Do
034630	LAYNE, JORDANNA	52975	10/16/2024	10/16/2024	104.48	512330	PEHP/AFLAC Insurance Clearin	Employee dental + Tele-med
PR101824-147	LEGAL SHIELD	52976	10/23/2024	10/23/2024	\$2,143.20	101562	Turn on Fee/Renter Deposit	Deposit Refund: 100039282 - EV
EA14171378	Les Olson		10/28/2024	10/28/2024	2,143.20		Turn on Fee/Renter Deposit	Deposit Refund: 100039282 - EV
					\$82.41	512330	Parks EQUIPMENT OPERATIN	Mowing service
4410926 PO# 5597	My Fleet Center,	53006	10/28/2024	10/28/2024	\$82.41		Health Savings Account	PEHP Health Equity
RFD 100041828.	New Wave Pools	52979	10/16/2024	10/16/2024	\$1,372.97	102224		
RFD 100041737.	Outland Real Estate Group	53007	10/24/2024	10/24/2024	\$945.10	516340.410	O&M PRODUCT OR SERVICE	Ash Creek Springs September 2
102024	PEHP	52981	10/20/2024	10/20/2024	427.87	516340.410	O&M PRODUCT OR SERVICE	Chlorine & Cylinder rental for bot
					\$720.00	104160.270	Bldg B&G OPERATION AND M	Window tinting for offices at 435
					\$80.01	104540.610	Rec EVENTS, FAIRS, & FESTI	Jackets
					\$50.87	102225	Misc Payable	LegalShield
					\$50.87			
					\$222.19			
					117.76	104140.240	Admin OFFICE EXPENSE, SUP	
					66.66	516680.240	Admin OFFICE EXPENSE, SUP	
					11.11	536310.240	Irrigation OFFICE EXPENSE, S	
					26.66	556350.240	Drainage OFFICE EXPENSE, S	
					\$85.38	104140.610	Admin MISCELLANEOUS SER	Service office car
					\$952.27			
					\$952.27	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041828 - N
					\$114.59	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041737 - O
					\$23,022.46		PEHP/AFLAC Insurance Clearin	Health Insurance
					22,043.88	101562		

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92024	PUBLIC EMPLOYEES LTD PROGRAM	52982	10/23/2024	10/23/2024	978.58	101563	PEHP Life Insurance Cleaning	Life insurance
0016-1124	ROCKY MOUNTAIN POWER	53009	10/14/2024	10/14/2024	\$765.11	101562	PEHP/AFLAC Insurance Cleanin	8/10/24-9/2024
0024-1124	ROCKY MOUNTAIN POWER	53009	10/14/2024	10/14/2024	\$172.10	104253.280	Animal UTILITIES	Animal shelter
101424	ROCKY MOUNTAIN POWER	53009	10/14/2024	10/14/2024	\$50.70	104510.280	Parks UTILITIES	Trailhead park
					\$4,582.31	104140.280	Admin UTILITIES	435 N Main, 1/2 111 S Main
					1,033.36	104210.280	Police UTILITIES	1/2 111 S Main
					325.47	104410.280	Streets UTILITIES	Street lights
					2,642.98	104510.280	Parks UTILITIES	Parks
					189.04	104510.280	Admin UTILITIES	Admin UTILITIES
					465.38	516660.280	Admin UTILITIES	Admin UTILITIES
					26.08	536310.250	Irrigation EQUIPMENT OPERA	pump station
								Filter station
					\$4,905.11			
3049405	SCHOLZEN PRODUCTS CO INC	52983	10/16/2024	10/16/2024	\$9.60	104160.270	Bldg B&G OPERATION AND M	Monthly Cylinder Rental
					0.19	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.19	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.86	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					1.15	104410.745	Parks EQUIPMENT OPERATIN	Equipment repairs and Fuel
					0.19	104510.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					3.17	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.15	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.58	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.58	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.96	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					0.58	556350.440		
6862825	SCHOLZEN PRODUCTS CO INC	52983	10/11/2024	10/11/2024	\$6.36	104160.270	Bldg B&G OPERATION AND M	6 in One Screwdriver for Max's T
					0.13	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.57	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.76	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					0.13	104510.250	Parks EQUIPMENT OPERATIN	Equipment repairs and Fuel
					2.10	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					0.76	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.38	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.38	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.64	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.38	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
6865183	SCHOLZEN PRODUCTS CO INC	53010	10/23/2024	10/23/2024	\$283.70	104510.250	Parks EQUIPMENT OPERATIN	Blue Gluem PVC adapter, coupl
					283.70			
6865201	SCHOLZEN PRODUCTS CO INC	53010	10/23/2024	10/23/2024	\$42.00	536310.450	Irrigation WATER MAIN REPAIR	Red Hot Blue Glue
					42.00			
6865252	SCHOLZEN PRODUCTS CO INC	53010	10/23/2024	10/23/2024	\$13.08	104510.250	Parks EQUIPMENT OPERATIN	Coupling
					13.08			
6865526	SCHOLZEN PRODUCTS CO INC	53010	10/24/2024	10/24/2024	\$59.12	536310.450	Irrigation WATER MAIN REPAIR	Glue and couplings
					59.12			
6865645	SCHOLZEN PRODUCTS CO INC	53010	10/29/2024	10/29/2024	\$2,316.00	516340.440	O&M NEW SERVICES	Case of 4G meters for the Flex
PO# 5607					2,316.00			
6865725	SCHOLZEN PRODUCTS CO INC	53010	10/24/2024	10/24/2024	\$7.00	536310.450	Irrigation WATER MAIN REPAIR	Coupling PVC
					7.00			

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53584102824	Shred St. George	53011	10/28/2024	10/28/2024	\$39.95 28.76 9.99 1.20	104140.280 104140.280 516660.280 556350.250	Admin UTILITIES Admin UTILITIES Drainage EQUIPMENT OPERA	
136062	SOUTHERN UTAH DISTRIBUTING INC	53012	10/24/2024	10/24/2024	\$490.45 490.45	104210.240	Police OFFICE EXPENSE, SUP	Towel Dispenser & towels, toilet
7843335563	STAPLES	52984	10/16/2024	10/16/2024	\$40.72 21.58 12.22 2.04 4.88	104140.240 104140.240 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	Legal pads, pens and tape dispe
3-341857	STEAMROLLER COPIES	53014	10/14/2024	10/14/2024	\$22.80 22.80	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest Racecar
3-34204468.40	STEAMROLLER COPIES	52985	10/16/2024	10/16/2024	\$68.40 68.40	104540.610	Rec EVENTS, FAIRS, & FESTI	Talentfest Posters
223216	SUMMIT PRINTING	53015	10/11/2024	10/11/2024	\$324.89 172.19 97.47 16.24 38.99	104140.240 104140.240 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	Envelopes
0147267	SUNRISE ENGINEERING INC		10/11/2024	10/11/2024	\$1,310.72 1,310.72	104510.480	Parks RAP Tax	Wantliss Park concept Plan
0147299	SUNRISE ENGINEERING INC		10/14/2024	10/14/2024	\$574.00 121.50 452.50	103691 104510.480	Subdivision set up fee Parks RAP Tax	Bridge Recovery Center and Pa City Council Chamber Remodel
4351024	TDS BAJA Broadband	53016	10/17/2024	10/17/2024	\$37.39 37.39	104140.280	Admin UTILITIES	435 N Main
ZVP1024	TDS BAJA Broadband	53016	10/17/2024	10/17/2024	\$49.99 49.99	104510.280	Parks UTILITIES	Zion View Park
40427 PO# 5599	Utah Barricade Company		10/31/2024	10/31/2024	\$1,258.77 238.00 1,021.77	104510.470 104510.470	Parks IMPACT FEES Parks IMPACT FEES	
2146691	Utah Department of Public Safety	53017	10/16/2024	10/16/2024	\$125.00 125.00	104210.240	Police OFFICE EXPENSE, SUP	Jimmy Lewis DNA Sample
PR101824-501	UTAH RETIREMENT SYSTEMS	10242025	10/23/2024	10/23/2024	\$12,924.60 780.79 10,724.81 800.00 619.00	102223 102223 102223 102223 102223	Retirement Payable Retirement Payable Retirement Payable Retirement Payable Retirement Payable	401k Retirement 457 Roth IRA
PR101824-449	Utah State Tax Commission		10/23/2024	10/23/2024	\$2,472.53 2,472.53	102222	State Withholding	State Income Tax
9976228489	VERIZON WIRELESS	52980	10/13/2024	10/13/2024	\$696.87 70.53 412.06	104140.290 104210.290	Admin TELEPHONE/COMMUNI Police TELEPHONE	

La Verkin City
Invoice Register: 10/11/2024 to 10/31/2024 - All Invoices

10/31/2024

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
2162412	WASHINGTON CO SOLID WASTE		10/30/2024	10/30/2024	\$25.81	104160.270	Bldg B&G OPERATION AND M	Vehicle 216845EX
					0.50	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.32	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.10	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					0.52	104510.250	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					8.52	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.10	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.55	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					1.55	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					2.58	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					1.55	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
3Quarter24	WASHINGTON COUNTY TREASURER	52987	10/11/2024	10/11/2024	\$3,435.37		Impact fees - HCP	QTR 3 Pass through HCP
					3,435.37	103801.4		
011666360	ZIONS FIRST NATIONAL BANK CC		10/29/2024	10/29/2024	\$246.33	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					4.92	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					22.17	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					29.56	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					4.93	104510.250	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					81.29	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					29.56	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					14.78	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					14.78	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					24.63	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					14.78	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
012378	ZIONS FIRST NATIONAL BANK CC		10/12/2024	10/12/2024	\$5.33	104540.610	Rec EVENTS, FAIRS, & FESTI	Chamber Decor
0616233	ZIONS FIRST NATIONAL BANK CC		10/28/2024	10/28/2024	\$245.45	104540.610	Rec EVENTS, FAIRS, & FESTI	Dresses
102324	ZIONS FIRST NATIONAL BANK CC		10/31/2024	10/31/2024	\$64.82	104620.610	Comm COMMUNITY DEVELOP	Rim to River Ribbon Cutting - LJ
PO# 5606					32.92		Comm COMMUNITY DEVELOP	Rim to River Ribbon Cutting - Co
					31.90	104620.610		
1024218646	ZIONS FIRST NATIONAL BANK CC		10/25/2024	10/25/2024	\$4.00	104160.270	Bldg B&G OPERATION AND M	Wash Currant's truck
					0.08	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.36	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.48	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					0.08	104510.250	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.32	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.48	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.24	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.24	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.40	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.24	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
102424	ZIONS FIRST NATIONAL BANK CC		10/25/2024	10/25/2024	\$75.08	104111.230	Council TRAVEL & TRAINING	Rim to River Trail Lunch - Counc
PO# 5595					75.08			
1025222051	ZIONS FIRST NATIONAL BANK CC		10/26/2024	10/26/2024	\$4.75	104160.270	Bldg B&G OPERATION AND M	Wash Max's truck
					0.06			

La Verkin City
Invoice Register: 10/11/2024 to 10/31/2024 - All Invoices

10/31/2024

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
1025513889	ZIONS FIRST NATIONAL BANK CC	1025/2024	10/25/2024		\$62.25	104160.270	Bldg B&G OPERATION AND M	Wash Kaige's truck
					0.10	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.43	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.57	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					0.10	104510.250	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.57	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.57	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.29	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.29	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.48	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.29	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
102924	ZIONS FIRST NATIONAL BANK CC	1029/2024	10/29/2024		\$77.40	104210.230	Police TRAVEL & TRAINING	Lunch for Training
2181007	ZIONS FIRST NATIONAL BANK CC	1029/2024	10/29/2024		\$75.94	104210.250	Police EQUIPMENT OPERATI	Gloves
218646101124	ZIONS FIRST NATIONAL BANK CC	10/11/2024	10/11/2024		\$8.25	104160.270	Bldg B&G OPERATION AND M	Curran's truck wash
					0.14	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.74	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.99	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					0.17	104510.250	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.72	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.99	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.50	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.50	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.83	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.50	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
25538	ZIONS FIRST NATIONAL BANK CC	1029/2024	10/29/2024		\$67.51	104210.240	Police OFFICE EXPENSE, SUP	Blood alcohol kit
26996214	ZIONS FIRST NATIONAL BANK CC	10/12/2024	10/12/2024		\$13.34	104540.610	Rec EVENTS, FAIRS, & FESTI	Chamber Decor
3414632	ZIONS FIRST NATIONAL BANK CC	10/16/2024	10/16/2024		\$311.74	104210.240	Police OFFICE EXPENSE, SUP	Two Hard Drives
					141.77	104210.610	Police MISC SUPPLIES	Jackets
3508-1	ZIONS FIRST NATIONAL BANK CC	10/31/2024	10/31/2024		\$405.69	104510.470	Parks IMPACT FEES	Equipment Rental for Rim to Ri
PO# 5600					300.00	104510.470	Parks IMPACT FEES	Cement for rim to river trail - Con
513889101124	ZIONS FIRST NATIONAL BANK CC	10/11/2024	10/11/2024		\$7.00	104160.270	Bldg B&G OPERATION AND M	Kaige's truck wash
					0.14	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.14	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel

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La Verkin City
Invoice Register: 10/11/2024 to 10/31/2024 - All Invoices

10/31/2024

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
					869.06	104160.270	Bldg B&G OPERATION AND M	
					77.40	104210.230	Police TRAVEL & TRAINING	
					994.56	104210.240	Police OFFICE EXPENSE, SUP	
					453.54	104210.250	Police EQUIPMENT OPERATIN	
					420.88	104210.280	Police UTILITIES	
					412.06	104210.290	Police TELEPHONE	
					169.97	104210.610	Police MISC SUPPLIES	
					9.39	104240.250	Inspect EQUIPMENT OPERATI	
					82.68	104253.250	Animal EQUIPMENT OPERATI	
					172.10	104253.280	Animal UTILITIES	
					163.40	104253.610	Animal MISC SUPPLIES	
					42.14	104410.260	Streets EQUIPMENT OPERATI	
					2,642.98	104410.280	Streets UTILITIES	
					476.00	104410.610	Streets MISCELLANEOUS SER	
					480.42	104410.745	Streets STREET IMPROVEME	
					1,381.17	104510.250	Parks EQUIPMENT OPERATIN	
					296.89	104510.280	Parks UTILITIES	
					2,761.51	104510.470	Parks IMPACT FEES	
					1,763.22	104510.480	Parks RAP Tax	
					2,106.44	104540.610	Rec EVENTS, FAIRS, & FESTI	
					618.82	104620.610	Comm COMMUNITY DEVELOP	
					81,090.65		Total	
					224.32	511311	Accounts Receivable	
					1,584.55	512330	Turn on Fee/Renter Deposit	
					154.56	516340.250	O&M EQUIPMENT OPERATIN	
					1,372.97	516340.410	O&M PRODUCT OR SERVICE	
					2,316.00	516340.440	O&M NEW SERVICES	
					56.20	516340.450	O&M SYSTEMS MAINTENANC	
					480.84	516660.240	Admin OFFICE EXPENSE, SUP	
					473.37	516660.280	Admin UTILITIES	
					71.60	516660.290	Admin TELEPHONE & COMMU	
					6,716.41		Total	
					80.13	536310.240	Irrigation OFFICE EXPENSE, S	
					54.20	536310.250	Irrigation EQUIPMENT OPERA	
					30.00	536310.290	Irrigation TELEPHONE & COM	
					145.42	536310.450	Irrigation WATER MAIN REPAIR	
					309.75		Total	
					192.33	556350.240	Drainage OFFICE EXPENSE, S	
					78.05	556350.250	Drainage EQUIPMENT OPERA	
					28.12	556350.440	Drainage NEW SERVICES	
					298.50		Total	
					\$88,415.31		GL Account Summary Total	

Capital Improvement Priority List

Rank	Name	Description	Estimated Cost	Possible Funding Source
Roads & Infrastructure				
1	UDOT Feasibility	Next step with UDOT to determine where we go with our downtown area		
2	Main Street Sidewalks	From Center Street going North to 500 North (SR9) - Phase 2 as grant money is available (East side of Main Street)		
3	480 South & 100 West Pavement Project	Pave 480 South and 100 West down to the filter station turnaround		
4	Irrigation System	Move water lines into the street, replace old lines, replace valves, etc....		
5	Main Street Sidewalks	From Center Street going South to 300 South - Phase 3 as money is available (both sides of the road)		
6	300 North	From Main to State, widen, curb, gutter sidewalks, pavement & infrastructure		
7	100 East Street Project	Complete reconstruction which would be done in Phases (Curb, Gutter, Drainage, Drainage		
8	Drainage	Follow master storm drainage plan - done in phases		
Public Safety				
1	Water Tank Asset Security	Alarms & Camera's on Lower Water Tank		
2	Camera's on 111 South Main	Security camera's on old white church		
3	Camera's on 111 South Main	Add more camera's to 111 South Main (Inside & Outside)		
Parks & Recreation				
1	Bathroom at Riverwood Park	New Bathroom at Riverwood Park		
2	Security Cameras in City Parks	Add Security camera's in all city parks		
3	300 South Parking Area	Upgrades to Park at 300 South by Animal Control Building		
4	Improvements to the "L"	Add concrete/stucco and lights to the "L" on the hill		
5	Landscaping on State Street	City property in front of Stowell's Trailer Park & Park at 300 North and State Street		
6	Pickleball Courts	Add four new courts on the East end of Wanlass Park just north of existing restrooms or possibly on the East side of 111 South Main Street		
7	Band Shelter in Wanlass Park	Construct a Band Shelter in Wanlass Park		
8	Bathroom at Rim to River Trailhead	Install a new bathroom by the parking lot of the Rim to River Trailhead		
9	Riverwood Recreational Fields	Softball, Little League, Open Park Space, Fishing Pond, etc....		
10	Pavilion at Power Plant Park	Add a small Pavilion at Power Plant Park		
11	Pavilion at 111 South Main	Add a pavilion and improve the grounds behind old white church		
12	Playground at Power Plant Park	Add a playground area at Power Plant Park		
13	Dog Park	Figure out a location for a Dog Park somewhere in the City		
Economic Development				
1	Welcome to La Verkin	Build a "Welcome to La Verkin" sign on SR-17 - North end of town by Bringhurst Lane		
2	State Street Beautification	Clean up dilapidated building, etc....		
3	Business Industrial Park	Locate property in La Verkin, zone for light industrial use		

4	Visitor Information & Signage	Kiosks and Signs to let travelers know important information			
Buildings & Grounds					
1	Remodel City Council Chambers	Remodel City Council Chambers and add new entrance			
2	Metal Buildings in Public Works Yard	Metal buildings in Public Works Yard against East wall for covered storage of equipment and misc. supplies			
3	Wall at the Cemetery	Build an 8' wall on the north side of the Cemetery			
4	Improve 111 South Main - Inside & out	Remodel bathrooms, upgrade gym, get fireplace outside fixed up, fix basketball courts, basic repair upgrades			
5	Purchase La Verkin Elementary	Purchase LVES from Washington County School District for New City Office			
6	Add on to existing office	City Office at 435 North Main Street, add on to include new council chambers and offices			
7	Add on to Public Works Building	Add an office and meeting room to the existing public work building			
			Updated		

Completed

In Progress

When recorded, return to:
LaVerkin City
435 North Main Street
LaVerkin, Utah 84745

Affects Parcels:
LV-2-1-19-1311
LV-2-1-19-132
LV-159-F-2

DEVELOPMENT AGREEMENT
FOR
LA VERKIN MESA PROJECT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into on this ____ day of _____, 2024, by and between America First Federal Credit Union, a Utah corporation (hereinafter referred to as “Developer”), and the City of LaVerkin, Utah, a Utah municipal corporation (hereinafter referred to as the “City”), collectively referred to as the Parties.

RECITALS:

A. Developer is the owner of approximately 490 acres of land (hereinafter the “Subject Property”) within the boundaries of City and which is zoned Planned Community Development (PCD), said property being more fully described in Exhibit A attached hereto and incorporated herein by this reference.

B. Developer desires to develop the Subject Property into a phased master-planned community, known as the LaVerkin Mesa Project (hereinafter referred to as the “Project”), which shall include residential, commercial and other community related development.

C. The Parties anticipate the filing by Developer of an application for approval of a Planned Community Development Project Plan (hereinafter “PCD Project Plan”) that meets the requirements of LaVerkin City Land Use Code **Title 10 Chapter 15 Articles A-E**, which, upon approval by City, shall be incorporated into this Agreement and attached hereto as Exhibit B.

D. Developer is willing to design and develop the Project in a manner which complies with the PCD Project Plan and that is in harmony with and intended to promote the long-range policies, goals, and objectives of City’s general plan and its zoning and development ordinances.

E. The Parties desire that City have reasonable certainty with respect to the manner in which the Project will be developed and that Developer will have reasonable certainty in proceeding with development of the Project. Through this Agreement, Developer agrees to comply with the terms of the approved PCD Project Plan, this Agreement and City’s ordinances, and in exchange City authorizes Developer to develop the Project as set forth in the approved PCD Project Plan, this Agreement and City ordinances.

F. The LaVerkin City Council finds that this Agreement: (i) does not conflict with any applicable policy of the LaVerkin General Plan; (ii) meets the spirit and intent of Title 10, Chapter 15 of the City's ordinances (Planned Community Development); (iii) allows integrated planning and design of the Subject Property and, on the whole, allows for better development than would be possible under conventional zoning regulations; and (iv) meets applicable use limitations and other requirements of the Planned Community Development zone.

G. Acting pursuant to its authority under Utah Code Annotated, §§10-9a-101, *et seq.*, and after all required public notice and hearings, the LaVerkin City Council, in exercise of its legislative discretion, has determined that entering into this Agreement: (i) furthers the purposes of the Utah Municipal Land Use Development and Management Act, City's General Plan, and City's zoning code, and (ii) promotes the health, safety, prosperity, security, and general welfare of the residents of City by requiring development of the Project in a manner consistent with the applicable ordinances, rules, regulations and policies of City.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. Recitals A-G are hereby incorporated herein as if fully set forth.

2. Definitions. Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by City's Land Use Ordinance in effect on the date this Agreement is executed, or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- a. "Base Density" means the maximum number of ERUs set forth in Paragraph 3.c. below.
- b. "Commercial Uses" or "Commercial Structure" means any commercial building, structure or use that complies with the limitations and types of use set forth in the various Commercial Zoning Districts of the City and this Agreement.
- c. "Density Transfer" means the ability of Developer to transfer densities from one Development Parcel to other Development Parcels within the Project subject to the conditions set forth in Paragraphs 7(f) and 7(g) of this Agreement.

- d. "Development Activity" means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities. **Development Activity specifically includes grading of all or a portion of the Project.**
- e. "Development Parcel" means an area within the Project that shall hold the potential of being developed, in part or in whole by Developer, or its successors and assigns, into one or more separate residential or commercial subdivision phases. Development Parcel includes "super pads", subdivision phases, or multiple lots within a subdivision phase as may be shown on the approved PCD Project Plan.
- f. "ERU" means equivalent residential unit. An equivalent residential unit means a dwelling unit as defined by City's Land Use Ordinance.
- g. "PCD Project Plan" means a PCD Project Plan as defined in LaVerkin City Zoning Code Title 10 Chapter 15 Articles A-E.
- h. "Project Improvements" means site improvements and facilities that are planned and designed to provide service for the Project development resulting from a Development Activity, and which are planned to be dedicated to the City or other public entities; and necessary for the use and convenience of the occupants or users of development resulting from a development activity. "Project Improvements" does not mean System Improvements.
- i. "Proportionate Share" means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any Development Activity.
- j. "Short Term Rental" means occupancy and use of a residential unit based on a rental term for remuneration of twenty-nine (29) days or less, and including "Vacation Rentals" as defined in §10-1-6 of the Zoning Code, but excluding "Transient Lodging Facilities" as defined in §3-11-1 of the Ordinances.
- k. "System improvements" means existing public facilities that are designed to provide services to service areas within the community at large; and future public facilities identified in a capital facilities plan that are intended to provide services to service areas within the community at large. "System improvements" does not mean Project Improvements.

3. Availability of Services The Parties understand, acknowledge and specifically agree that no development approval shall be given for, and no development activity shall take place on, the Subject Property until satisfactory provision has been made for extension of water, sewer and power to the Subject Property.

4. Project Uses and Base Density. The Parties further acknowledge, understand and agree that:

- a. no development activity on the Subject Property will take place until such time that the PCD Project Plan, along with any other application for development required by city ordinance, is approved by City. Thereafter, all development of the Project shall be governed by and shall be in conformity with the approved PCD Project Plan, unless amended or otherwise agreed to in writing by the Parties.
- b. The approved PCD Project Plan shall include the location of residential and commercial uses, including short term rentals, and public uses such as parks, open spaces, school sites, police/fire sites, church sites, trails, water tank and other public amenities.
- c. At build out, Developer shall be entitled to a total overall base density of 1,600 ERUs, subject to the following:

- i. 1 ERU shall be the equivalent of 1 residential unit.
- ii. The approved PCD Project Plan shall include commercial uses on a minimum of fifteen percent (15%) of the total Project acreage. For purposes of calculating the number of acres used for commercial use, the following property/uses shall not be included: short-term rentals, property designated and developed as golf courses, property dedicated and conveyed to City for police/fire stations, parks and trails, and property designated as school sites and church sites.
- iii. Each commercial use shall reduce the number of remaining ERUs available for residential development based on the size of culinary water connection required to service the commercial use in accordance with the following table:

<i>Size of Required Residential/ Commercial Connection</i>	<i>Equivalent Reduction in Available ERUs</i>
¾ inch connection (residential)	1 ERUs
¾ inch connection (non-residential)	1.3 ERUs
1 inch connection (non-residential)	3.3 ERUs
1 ½ inch connection (non-residential)	8.2 ERUs
2 inch connection (non-residential)	13.6 ERUs

- iv. Short term rentals shall be limited to such number as approved by City and shall be clustered in locations shown on the approved PCD Project Plan. Although short term rentals will not be considered as a commercial use for purposes of meeting the 15% requirement referred to above, they will be considered as a

commercial use for purposes of calculating the number of available ERUs as shown in the above table.

4. Phasing. City acknowledges that Developer intends either to develop individual Development Parcels itself or convey Development Parcels to various Sub-Developers for development in a phased manner. **Upon approval of the PCD Project Plan, Developer or Sub-developer shall apply for final plan approval for each specific phase being developed as required by City ordinance.** Developer shall act as master developer of the Project and will oversee and/or coordinate the design and construction of all major on-site and off-site infrastructure and amenities. The Parties acknowledge that City may, at any given time, receive multiple land use applications for various Development Parcels as determined by Developer and/or Sub-Developers. Developer, and its successor and assigns, agree to coordinate with City for the provision of services and facilities that will be needed because of any development and/or construction or commercial uses generated within the Project. The Parties acknowledge that said coordination shall include the development phase sequencing that provides for the logical extension of all required infrastructure and the provision of all reasonably municipal/utility related services including, but not limited to, adequate fire protection and necessary rights of way for ingress and egress.

5. Phase Densities. The Parties acknowledge that each Development Parcel, or portion thereof, submitted to City for residential subdivision approval, may have densities greater than its pro-rata portion of the Base Density specified in paragraph 3.c. above and the approved PCD Project Plan, provided that the cumulative number of approved ERUs does not exceed the maximum number of ERUs allowed for the entire Project. As long as the overall density of the Project is at or below the Base Density permitted by this Agreement, the density of any particular development phase, except for the final phase resulting in complete build out, shall not be grounds for City to deny approval for the subdivision of a Development Parcel for residential purposes or a commercial site plan, or any portion thereof.

6. Density Transfers. Developer may transfer densities from one Development Parcel to others within the Project, provided that: (i) the Ordinances and General Plan regarding compatibility between parcels and minimum requirements are satisfied, (ii) in the event the Development Parcel from which density units are transferred is not owned by the owner of the Development Parcel(s) to which the density units are transferred, the owner of the Development Parcel from which units are transferred consents in writing to such transfer (which written consent may be a general consent to such transfers and is not required to be specific to any particular transfer), and (iii) infrastructure is sufficient and available to meet the demands created by such transfer as reasonably determined by City.

7. Applications for Residential Development or Commercial Use. In addition to those items required by City's ordinance,

- a. each application for *residential* development of a Development Parcel submitted by Developer or a Sub-Developer shall include: (i) the total number of residential units/ERUs allowed for the Project under this Agreement, (ii) the cumulative number of residential units/ERUs previously approved and allocated to residential development in other Development Parcels as of the date of the application, (iii) the number of residential units/ERUs being sought under the particular development phase application; and (iv) the number of residential units/ERUs remaining in the Project after approval of the application.
- b. each application for *commercial* use of a Development Parcel submitted by Developer or a Sub-Developer shall include: (i) the total number of acres required by the Agreement to be used for commercial development, (ii) as of the date of the application, the cumulative number of acres/ERUs previously approved and allocated to commercial development in other Development Parcels, (iii) the number of acres/ERUs being sought for commercial development under the particular development phase application; and (iv) the number of acres/ERUs after approval of the application remaining to meet the 15% minimum commercial acreage requirement under the Agreement.

8. Project Improvements and System Improvements. The Developer shall, at its expense, design, construct and install all Project Improvements needed to service the Project. The Developer shall also bear the initial cost of constructing System Improvements required as a result of the Project but shall be entitled to reimbursement from City for the costs of such System Improvements minus Developer's proportionate share of the System Improvement Costs.

9. Compliance with Project Plan and City Ordinances. Except as provided herein, development of the Project shall be in accordance with the approved PCD Project Plan, including any amendments thereto agreed to by the Parties, and City's ordinances and standards and specifications

10. Financial Assurance. Upon request by City, the Developer or Sub-Developer shall provide adequate assurance, as reasonably determined by City, that Developer or Subdivider currently possesses, or is reasonably certain to obtain, sufficient financial resources necessary to undertake and complete construction of all infrastructure and public improvements required to be constructed for the Project or any phase for which final subdivision approval is sought.

11. Term of Agreement. The purpose of this Agreement is to ensure development of the Project in accordance with the terms and conditions stated herein. Accordingly, the term of this Agreement shall: (i) commence on the date this Agreement has been recorded at the office of the Washington County Recorder, and (ii) expire when all public and private infrastructure improvements in the Project have been constructed and accepted as complete by City and certificates of occupancy have been issued for all

buildings and/or ERUs in the Project, or upon termination of the Agreement in accordance with Paragraph 13 below.

12. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, the Parties, their successors and assigns. **Developer shall not assign its rights and responsibilities as master developer of the project as described in paragraph 4 of this Agreement without the written consent of City, which consent shall not be unreasonably withheld.**

13. Default. Failure by a party to perform any of the Party's obligations under this Agreement within a ninety (90) day period (the "Cure Period") after written notice thereof from the other party shall constitute a default ("Default") by such failing party under this Agreement; *provided, however*, that if the failure cannot reasonably be cured within ninety (90) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing party commences its efforts to cure within the initial ninety (90) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or may terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

a. Termination. If City elects to consider terminating this Agreement due to a Default by Developer, then City shall give to Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. City may thereafter pursue any and all remedies at law or equity.

b. No Monetary Damages Relief Against City. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from Developer for any breach thereof. As such, the Parties agree that in no event shall Developer be entitled to recover monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as may be determined by the court.

c. Breach by City; Equitable Relief. In the event of a breach by the City of this Agreement, as a result of, among other things, an attempt by the City to limit or restrict Developer's vested rights as set forth herein, Developer shall have the right to seek equitable relief, including emergency injunctive relief as may be warranted, from a court of competent jurisdiction consistent with this Agreement.

d. Specific Acts of Default by Developer. The Parties hereto agree that any of the following occurrences, acts or failure to act shall constitute a Default by Developer, for which City may elect to terminate the agreement in accordance with this section, following notice and the Cure Period: (a) the filing of a petition in bankruptcy by Developer, (b) foreclosure on any portion of the Property which has the effect of creating an unapproved or illegal subdivision under Utah law or City ordinances, (c) the Developer's failure to comply with the requirements of any term or condition of this Agreement, or (d) Developer's failure, without good cause as determined in good faith by City, for a period of five (5) years to commence construction of improvements in any new development phase or new Development Parcel. Upon such termination, all approvals or development rights granted hereunder to Developer shall lapse and all obligations of City hereunder shall cease.

14. Notice and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served in writing and delivered personally, sent by certified United States Mail, postage prepaid, or by a national express overnight delivery service, freight prepaid, if to:

City: LA VERKIN CITY
435 North Main Street
La Verkin, Utah 84745
Attn: Kyle Gubler, City Administrator
kyle.gubler@laverkincity.org

With a copy to: Fay Reber, City Attorney
435 North Main Street
La Verkin, Utah 84745
fay.reber@laverkincity.org

Developer: [America First Federal Credit Union entity]

Attn: Dave Christensen
dchriste@americafirst.com

With a copy to: Snow Jensen & Reece, PC
912 West 1600 South, Ste. B200
St. George, UT 84770
Attn: Matthew J. Ence
mence@snowjensen.com

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communication given by personal delivery or overnight delivery shall be effective upon receipt and if given by mail shall be deemed delivered 72 hours following deposit in the

U.S. mail, postage prepaid and addressed as set forth above.

15. Time of the Essence. Time shall be of the essence in determining compliance with this Agreement.

16. No Partnership or Third-Party Benefits. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and City. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

17. Complete Agreement. This Agreement, as may be amended from time to time, together with the approved PCD Project Plan, shall constitute the entire agreement between the Parties pertaining to the subject matter hereof. All other prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

18. Severability. If any provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, and the Agreement shall otherwise remain in full force and effect.

19. Governing Law. This Agreement shall be construed under and governed by the laws of the state of Utah.

20. Recordation. No later than ten (10) days after this Agreement has been executed by City and Developer, it shall be recorded in its entirety, at Developer's expense, in the Official Records of Washington County, Utah.

21. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer is in compliance with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 13 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

22. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first above written.

CITY:
LA VERKIN CITY
a Utah municipal corporation

Attest:

Kelly Wilson, Mayor

Nancy Cline, Recorder

DEVELOPER:
[AMERICA FIRST FEDERAL CREDIT UNION ENTITY]

[Name]
[Title]

STATE OF UTAH)
) ss:
COUNTY OF WASHINGTON)

Kelly Wilson and Nancy Cline, being first duly sworn, depose and say that they are respectively the Mayor and City Recorder of La Verkin City, a Utah municipal corporation; that they have read the foregoing Development Agreement and know the contents thereof; and that they signed the said document for its intended purpose under the authority given by the La Verkin City Council.

NOTARY PUBLIC

Address: _____

My Commission Expires: _____

STATE OF UTAH)
) ss:
COUNTY OF WASHINGTON)

_____, being first duly sworn, deposes and says that he/she is the [Title] of [America First Federal Credit Union entity], that he/she has read the foregoing Development Agreement and knows the contents thereof; and that he/she signed the said document for its intended purpose.

NOTARY PUBLIC

Address: _____

My Commission Expires: _____

Exhibit A

Legal Description of the Subject Project

EXHIBIT B

Approved Planned Community Development Project Plan

SLOW ROLL BIKE TALKS
ELECTED OFFICIALS/COMMUNITY
LEADERS

**MONDAY
NOV 18
2024**

START TIME
10:00AM

**ST GEORGE
CITY COMMONS**

220 N 200 E
ST GEORGE UTAH

MORE INFORMATION:

**435-619-
9971**

**BIKE/WALK
TALK**

**JOIN US ON
YOUR BIKE
SOUTH OF CITY
COMMONS**



CITY BIKE TOUR

JOIN US FOR A SHORT BIKE RIDE TO TOUR
AND DISCUSS CYCLING AND PEDESTRIAN
INFRASTRUCTURE AND FUTURE PLANS FOR
EACH CITY IN WASHINGTON COUNTY
RIDE ENDING AT FS COFFEE WITH
PASTRIES-DRINKS-GATHERING

GREATER ZION CONVENTION & TOURISM OFFICE
AND WASHINGTON COUNTY
CORDIALLY INVITE YOU TO

SR 18 TRAIL

CENTRAL TO VEYO

Ribbon Cutting

CEREMONY

FRIDAY, NOVEMBER 8 | 10AM

at **CENTRAL TRAILHEAD**

HIGHWAY 18 & CENTER ST. IN CENTRAL
[CLICK ABOVE FOR MAP](#)

AFTER THE CEREMONY, WALK OR BIKE THE TRAIL
REFRESHMENTS FROM VEYO PIE WILL BE PROVIDED



