



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

La Verkin City Council Meeting Agenda
Wednesday, December 4, 6:00 p.m.
Council Chambers, 111 S. Main, La Verkin, Utah

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

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

1. Declarations of conflict of interest
2. Agenda
3. Meeting Minutes: November 6, 2024, work and regular meeting
4. Checks and Invoices: \$ 267,122.83

C. Business:

1. Annual training for Utah Open Public Meetings Act.
2. Discussion and possible action to approve the Reuse Water Exchange Agreement.
3. Discussion and possible action to approve the City Reuse Authorization Contract.
4. Discussion and possible action to approve Zion Regional Collaborative Corridor Contract.
5. Discussion and possible action to approve the Mayor signing a letter of agreement with SITLA.
6. Discussion regarding the Priority List.

D. 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

E. 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.

F. 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 27, 2024 Nancy Cline, City Recorder

Certificate of Completion

Utah Open and Public Meeting Training

I, Kelly B. Wilson, Mayor of LaVerkin City, Utah, do hereby certify that the following individuals have completed the annual training required by Utah Code Ann. Title 63G Chapter 22, State Training and Certification Requirements, with respect to the Utah Open and Public Meetings Act by viewing the video provided by the Office of the Utah State Auditor during a regular meeting of the LaVerkin City Council on December 3, 2023:

Kelly B. Wilson, Mayor

Kyle Gubler, City Administrator

Nancy Cline, City Recorder

Darren Prince, City Council Member

Blair Gubler, City Council Member

Micah Gubler, City Council Member

Richard Hirschi, City Council Member

Patricia Wise, City Council Member

Others:

Dated this _____ day of December, 2024.

Kelly B. Wilson, Mayor

City of La Verkin

435 North Main St., La Verkin, Utah, 84745

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La Verkin City Council Work Meeting Minutes

Wednesday, November 06, 2024, 5:00 pm.

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

Present: Mayor Kelly Wilson; Council Members: Blair Gubler, Patricia Wise, Richard Hirschi, Micah Gubler, and Darren Prince; Staff: Kyle Gubler, Fay Reber, and Nancy Cline; Public: Senator Evan Vickers, Representative Joseph Ellison, Ron Newman.

A. Called to Order-Mayor Wilson called the work meeting to order at 5:00 pm.

1. State Representatives

Mayor Wilson introduced Ron Newman, who took Christians' place at the Hot Springs. He then turned the time over to Joe and Evan to report on what's happened with the legislature.

Representative Ellison reported on bills that passed this year, which were not necessarily specific to cities but just, in general, some of the highlight goals. The Equal Opportunities Initiative Bill says no government entity or university, college, etc. can discriminate based on gender, ethnicity, and skin color. Because there are a lot of universities, including some instances in Utah, where students were getting in because of their skin color or gender, they said people should be allowed to apply for jobs and go to school based on merit. It doesn't matter what your gender is, it doesn't matter what your skin color is, or religion, or anything of that nature. It can't be discriminated against at all.

The next bill everybody called the bathroom bill because it does affect all public facilities going forward. They defined what a male was and what a female was in this bill, and then we also said that women should have a safe place to be able to go to the bathroom, shower without a guy coming in, and be in that bathroom with her. Going forward, with all new construction and renovation, there must be a male bathroom, a female bathroom, and a one-stall, one-door separate entrance for a unisex bathroom. That was a compromise that we felt would meet everybody's needs and ensure everybody had a safe place to go to the bathroom.

They also passed House Bill 29, which standardized the removal of pornography in our schools and set the standards, which are statewide standards. They have always had a sensitive materials law in Utah, but unfortunately, some books were making their way into public and school libraries. Ironically, some people still fought, wanting to leave those books in the schools. Our committee made the point that if you were to hand that book to a minor on the street as an adult, you would go to jail, but they were still fighting to keep those books in the library.

He is working on some homelessness issues. Also, the state energy policy passed. It states that if the federal government comes at Utah or any state and says they have to shut down their coal-generated power plants, for example, they can refuse until they have an alternative source that can replace that energy source that's going to be cost-effective, that's got to be easily accessible and transferable, meaning being able to supply that energy to communities. And that was huge because they were told we had to shut down certain carbon-based plants. The question is, what do they do to replace that energy? There is a demand in this country that's going through the roof, and our sources of supply are starting to diminish. They try to shut down coal, and what's replaced is gas. Enbridge took over Dominion; they showed us that coal had dropped off, and gas was the replacement. Now nuclear is back on the table. They want to be energy dependent as a state, so they are revamping our energy policy to ensure we can keep the lights on. The Utah Constitutional Sovereignty Act was passed. It was a sovereignty act, and it says that we are a sovereign state, that if the federal government tries to pass something by way of rule or by the law that conflicts with our ability to remain free and independent as a state, we do not have to comply. We have already used it. They tried to do a couple of things with this, and we met at a special session and utilized it.

Senator Evans reported on several priorities; energy was on the list, and for good reasons. Utah had the second-lowest utility rates in the state; now we're number one. Washington was always number one because of their hydroelectric power, but for one reason or another, they're shutting down their hydro plants; it's primarily a movement to save certain energy species. That has allowed us to move into that spot. To keep that, they have good partners like individual co-ops like Dixie River Electric and Garcone Power, and the big dog is Rocky Mountain. They have kept our electricity rates reasonably low. The challenge with Rocky Mountain is that it serves other states. In Oregon, they had this big fire. Even though the state law doesn't allow large settlements to go against the power company, they waived that. There was a considerable settlement, like a billion dollars. As ratepayers in Utah, they wanted to make us pay for that. They did legislation and ran that bill to set up a process whereby Rocky Mountain allowed them to put in a self-funded insurance fund. They are working with them in the interim; you'll see legislation this year. They are trying to bifurcate Utah out of the other states, Utah out of Wyoming, Washington, and Oregon, within Rocky Mountain.

We have a large energy group, both House and Senate members, and the Governor's office, and he sits on that, and they have been exploring nuclear. They are trying to supply all of the replacement energy for coal and gas with solar and wind, and now people recognize that that just isn't happening. Because billions of dollars go into subsidies, it's only moved the needle about seven or eight percent. The amount of wind and solar they supply can't be a base load until we get storage. Utah's fortunate; we have wind, solar, and geothermal. When it's built, that big geothermal plant over by Melford would be almost 400 megawatts. There's potential for more. We do have ample natural resources with gas and coal, so that's something that we'll talk about. Nuclear is now becoming an option. We have visited the National Lab in Idaho and the San Rafael Energy Research Center in Emery County. They are listening now because these companies that are out there playing in this sector are meeting with them and telling us what they've got. The bottom line is when you think of nuclear, you think of these big plants and some that blew up in the past. Now, it's moving towards a different element. It's a small modular nuclear. They're like a 50-to-100-megawatt unit. They're mobile. You can stack them. You can get three or four of them together and get 200 to 400 megawatts. The challenge is still the permitting process on the federal government side. But the pendulum's swinging enough. They are hoping to get to a spot where we can do that. Electric demands have gone up. Traditionally, the state would say why they've gone up to 3% a year, and that's manageable; you can stay ahead of that curve. Still, there's all sorts of demand because of these large data centers. With AI and everything associated with it, they must have storage, and these data centers use vast amounts of electricity. For example, the whole state of Utah uses about 3 meg, 3.5 megawatts of power, and these things will use 0.5 to 1 megawatts just in one plant. So how do you do that? Number one, do you want those plants in the state? We probably want some, at least not all of them, but we want some, and if so, how will you supply that electricity? These small nuclear modules are a viable plan. Energy will continue to be a discussion.

The economy is still growing, it's still going, but it's more modest. They don't have the large surpluses of money they had in previous years. And sometimes we're a victim of our efficiency because our staff projects those budgets. When you put a budget together, you're spending projected money; you're not spending real money until it comes in. Our projections have been so close; it's almost like we should hold back a bit and project a bit more conservatively to have some additional money. They have done a great job putting aside money in pots. They call them working rainy day funds. They help us get through these difficult times like we're facing now. This year, they will see another 500 bills passed. Many of those bills are fixing things that got messed up before. Because any time you do something in statute in Utah, even if you're going to make a small correction, you have to run another bill to do it. They will continue to work on social media and prevention, trying to allow kids to be safe. We've had a difficult time working with state and federal agencies. Joe mentioned some situations, whether with clean air or other things coming down the pipe. If you look at the air, especially on the Wasatch Front, it's so much cleaner. This last year is better than it was. If you looked at 20 years ago when it was here, they went to tier two and tier three fuels, and it keeps dropping those emissions, which were more efficient. Think about diesel with DEF. The air coming out of those engines is cleaner than going in, but they're still a problem. As our emissions go down, the federal guidelines are going down faster than we can catch up.

Soon, we're going to get to a point of non-containment. The challenge is that we have these with federal agencies, and your only choice is in Congress or the courts. Right now, we have 63 lawsuits against the federal government and the state of Utah. And because that's the only recourse they have, they must go to court. Overall, Utah is still the best-managed state; we're number one in so many different categories, upwards of 23 different categories, we're listed as number one.

Representative Ellison added they're trying to shut down many of our backcountry roads. They had already come in and shut down around 500 miles of road. They want to shut down an additional 1500 miles of backcountry road. They have filed a lawsuit saying we want to be able to have Utah control Utah lands. He was surprised at how many emails he got that people oppose that because, in their minds, they're thinking that we're trying to get control of it so we can sell it off to private people. That land has a lot of cattle and grazing rights and different things of that nature. He believes not allowing us to go to those backcountry areas is wrong.

Councilman Prince asked if there would be any opportunity to convert some of that BLM land that's usable for housing.

Senator Evans replied that Senator Lee had some legislation that he had looked at. He didn't know if he ever found an answer. If that lawsuit works out, accessing it will take a while. He thought there were lands at the border or within city boundaries where he thought there would be an opportunity.

Representative Ellison added they have been discussing using SITLA land for affordable housing with Washington City.

Councilman Prince replied that SITLA released those four parcels, but the dollars to get services there are enormous.

Senator Evans explained that SITLA has one stated purpose: to maximize dollars for kids; it would depend on whether it makes sense financially for SITLA to do it.

Mayor Wilson added he met with a group last week that bought that property, and the state has approached them about using that or possibly using it as low-income housing. However, he said the cost of getting infrastructure for the property makes it unattainable. He thought if the state legislature wanted to push that attainable housing on the cities to do that, the state legislature would have to pay some money. And if they don't do that, it won't happen.

Senator Evans replied that Governor Cox had said 35,000 homes needed to be built. Members of other city councils have said they are doing their part. They could make small lot subdivisions, but developers don't want to do them. He thought that those were viable. He has seen some of those that can be nice if they're designed properly. The other question that's come up, and he thought would continue to come up with attainable housing, is what's the cost? Some of the requirements for cities to meet specific guidelines are to get certain pots of money, where there must be a little bit of flexibility. It depends on the city and whether you can get credit for certain things. That's a discussion we've got going on with sales tax incentives. When they did that sales tax incentive, they put in place some requirements for attainable housing within those uses of that money. He thought they were at a point where they needed to sit down at the table and start talking about what was realistic and what flexibility they could offer. He felt everybody had a desire to meet the goal.

Mayor Wilson commented that even with the city giving up the property at no charge, it still wouldn't be attainable. Even if the city were willing to put in something, the cost of getting the infrastructure there would be horrendous.

Kyle Gubler added that he saw a representative from D.R. Horton come and talk to the staff, specifically him. The representative said that the state wanted them to build affordable housing. Their idea was an 800-square-foot home.

Mayor Wilson responded they couldn't raise a family in that small of a home.

Kyle added that the cities and states must work together to make it affordable. The developers won't do it.

Councilwoman Wise mentioned that La Verkin is a lower economic city for Washington County. We already have the median scale of homes, which is 350 to 400,000. She thought much more so than St. George or Washington City. We're already at that dynamic of what is considered attainable housing right now with existing homes. The infrastructure for the Mesa is so expensive, but that SITLA property could potentially have hundreds of homes up there, so we need help with the infrastructure. One size does not fit all, and so it needs to be geared towards cities like La Verkin and keep La Verkin in mind.

Kyle added that we're going to want a percentage of commercial because commercial is what drives the boat, and then you'll want some nice homes up there as well. There is a potential of 800 to 900 acres up there, including SITLA.

Representative Ellison asked about the group putting sewer up there and if it is possible to piggyback off theirs.

Mayor Wilson responded he thought they would be able to. However, they need to upsize the line for the sewer to accommodate that.

Representative Ellison asked if they had already discussed this with them.

Mayor Wilson responded that it was already in the discussion. It would need to remain a pressure line to accommodate more people, but it still has to be big enough to cover the area, they're considering that, which would help. But somebody still must get the money for that. He also wanted to know about the tax to help with the fire protection and first responders here, it was turned down last time. He asked if it was going to be a close vote again.

Representative Ellison explained that they already have it drafted. He has got it through the house twice now. Senator Owens is going to start the document. That bill allows for political subdivision by way of the board of trustees. They can go up to a third of 1% on their own. Anything above that, up to 1%, would have to go on the ballot. They could go as high as 1%. The idea that we've talked about with the Hurricane Fire District is that if there is a property tax increase, then that would be mitigated as the revenue comes in from the lower ASL stats, with the real benefit of the tax because it's a service. It's got to be provided, and it costs so much money to provide that level of service. There must be a level of service, or your property insurance will increase if you don't have the proper fire protection in your area.

Councilman Micah Gubler added it's been a massive issue over the last 12 months. This area has always stayed at what they call a protection class five. No matter what's been invested, we haven't moved. If you're in St. George or Washington, it's a three, a huge difference in your rates. It is a lot cheaper over there. But being in a five now has lumped us into wildfire zoning, a huge concern for insurance companies. Homes are getting canceled, and companies can't write them for homes that have always been insurable.

Kyle agreed it's becoming more expensive. However, he has concerns about the district's need for checks and balances so that we don't spend and populate their staff inappropriately.

Councilman Micah Gubler asked, "That's what the board's for, right? " Chief Decker told him they've already carved one position out of their budget since he took over. They've tried to hone down expenses, which he appreciates. When talking to citizens, we must let them know they will continue cutting their budget.

Representative Ellison commented that he had a conversation with a couple of residents up in Springdale. They only have two companies that we even consider for fire insurance now, and they're concerned that if we don't play these cards right, they might not even be able to get coverage.

Ron Newman added that he could only find one company and couldn't figure out why. He was coming from tornado country, and he was paying more here.

Senator Evans explained a couple of other factors. This map in Oregon identifies fire danger risks and doesn't consider infrastructure within those areas. It didn't take into consideration defensible space or anything like that. If you're in that red spot, even insurance companies are free not to offer insurance or have high premiums. He talked to the insurance commissioner, John Pike, and they're working to get a different map, one that's more reasonable in place. But right now, we're kind of stuck with that.

Mayor Wilson agreed that some citizens realize that it's important that we have that service. It does cost money, but if you could lower those property taxes a little bit by using that tool, that's going to help. In the long run, it wouldn't lower the overall cost because you get others to help contribute.

Representative Ellison added that one of the things that people don't know about is if they're on a fixed budget and low income. They can use a couple of programs to help offset some of their costs, and it's not just retirees. There's a deferral program if they choose to use that, and they can defer and not pay their property tax and then just let the kids pay for it when they sell the home and use some of the proceeds of the home so that they can free up their cash flow to their day-to-day.

Councilman Micah Gubler commented that we're on the cusp of the fire district's needing more because Copper Rock is over five miles from the closest responding fire station, and the west side of Virgin is also.

Senator Evans agreed that the city gets caught in this bind: You just must start building fire stations, and we will need the fire district.

Representative Ellison commented that they're very clear about the budget and show the citizens the numbers. That's what it costs to run a department, and this is what our tax revenue is. There's a shortfall with that sum of dollars, and this is what we propose. If people were given the right information, they would make the right choice.

Mayor Wilson commented that we didn't get the right information. They just weren't open with the books when they first approached it. But they are now. He thought they'd learned that. It's a public entity, and it needs to be public knowledge.

Councilman Hirschi stated that we'd lost many volunteers and full-time firemen. They left thinking the Department wouldn't be here anymore.

Mayor Wilson commented that we're doing a study on secondary irrigation in conjunction with Washington County. We're in desperate need of fixing our irrigation system, which was installed 40 years ago. When they just put the pipes in the existing ditches, some of those pipes are now behind people's homes and not accessible. We need to get them out on the roads where they belong.

Senator Evan asked if that was with the conservancy district or the county.

Kyle replied with the conservancy district. Is there money available to help us with that? We don't have much money to put towards it ourselves. The Conservancy District is saying they will help us find some funding. It's astronomical how much it would cost to replace it. They lose a lot of water because it's an old, antiquated system.

Mayor Wilson added that they would estimate they would lose 450 gallons a minute.

Representative Ellison commented that he and the Senator were both with the water board just a month or two ago, and this is an issue statewide. The leakage and updating infrastructure. It was over the next 20 years and cost 30 billion dollars.

Mayor Wilson reported that the water district has an 18-inch line that goes right down the main street of La Verkin, which they're not using. He thought they were willing now to give us that 18-inch line. With this reused water that we'll have from here, they want to be able to tie that to our system so we can use it for irrigation. It's not enough for both systems by any means right now; eventually, it will increase as the area grows, and we want to reclaim as much water as possible and use it for irrigation. And they're willing to trade water with us, with this new Chief Torq reservoir that's going in, and we let Virgin River water go down to the lake, and they treat it to drink, and we'll trade that water for irrigation.

Senator Evan asked if a secondary is required when doing new subdivisions.

Mayor Wilson responded they do. Especially down here on the bench. Everything must be put in the streets, so we have it in the new subdivisions. In the older part of town, there are quite a few places where it's not in the streets, which becomes a real problem. They can't even get back to work on the broken lines. It's handwork to get back in and work on some of those lines. The damage it causes to homes and things like that is quite costly. If money is available for that, we are willing to take it. Is the state asking the legislation to meter that secondary irrigation? We have an exemption for that because of the quality of the water. But if we get better quality water out of the reservoir, we want to be able to take advantage of what they've offered to people now. Because we're exempt, 10 years from now, there's no money available for that. It was understood that meters must be warranted. He thought all the meters put in for the secondary system had a void warranty. He has read all the major warranties; it says there's no warranty if it's not culinary-grade water.

Representative Ellison asked if it would still be void even if you went on a new treatment line.

Mayor Wilson responded that he had read the warranty and that there was no warranty if it was not culinary-grade water. He tried to convince the Water Task Force before that was passed, that it wouldn't have a warranty, and they went ahead and did it. They need to be aware.

Kyle asked if they were willing to keep meeting with the city. The next time will be in April or May. He told them he appreciated giving them the time.

Mayor Wilson added he appreciated them making time available to meet with them because they represent us, and we appreciate the representation we have.

Fay reported to the city council members that he had emailed a revised Development Agreement with America First Credit Union. The mayor wanted it to be shorter and more understandable. He met with city staff and council members and made all the requested revisions. Since he emailed that version, the bank also wanted some new revisions, so he will discuss them tonight at the city council meeting.

Adjourn:
The meeting adjourned at 5:50 pm.

Date Approved

Mayor Kelly B. Wilson

ATTEST: _____
Nancy Cline
City Recorder

DRAFT

City of La Verkin

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La Verkin City Council Special Meeting Minutes

Wednesday, November 6, 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: Kyle Gubler, Fay Reber, Chief Nick Nuccitelli, and Nancy Cline; Public: Ben Willits, Matt Ence, Nick Wright, Maridee Johnson, La Verkin City Royalty.

A. Called to Order –Micah Gubler gave the invocation/thought and Pledge of Allegiance at 6:00 pm.

B. Presentation: Maridee Johnson introduced the La Verkin City royalty, and they sang a jingle.

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 & Invoices: \$88,415.31

The motion was made by Councilwomen Patricia Wise to approve the consent agenda as written, including the minutes of the October 16, 2024, regular meeting and Checks and Invoices in the amount of \$88,415.31, second by Councilman Blair Gubler. Roll Call Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-yes Richard Hirschi-yes, Prince-yes. The motion carried unanimously.

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 La Verkin City's current municipal boundaries.

Mayor Wilson asked Fay to explain the changes to the agreement.

Fay explained that after the Planning Commission approved this a couple of weeks ago, there was still some concern amongst the members. Their vote wasn't unanimous. One of the Planning Commission members abstained from voting. There were some concerns about the agreement and provisions. They recommended approval subject to various provisions being changed. Within the next couple of days, staff, a few commission members, and the council met and agreed to shorten the Development Agreement and what was important to them to remain. He redrafted the agreement and sent it to the City Council and the developer on Tuesday of this week. He highlighted in red those additional changes. He also sent a copy of that to Ben and Matt, who responded this afternoon with some additional changes they would like to see made to the agreement. Their version of the agreement with those changes was sent to the council late this afternoon. We could make all those changes if the council is comfortable with what's drafted. And if we needed to approve the agreement subject to those changes being made, we could do that this evening. The alternative, of course, is if you don't feel comfortable doing that and you want to see the final product, we can table this and continue for a couple of weeks. He discussed the changes outlined in red. On page one, the first change is that we've referred to Title 10, Chapter 15, Articles A through E. That's the planned community development ordinance, not just a portion, but the entire ordinance. Which already exists. If you turn to page 3, at the top of the page, there is some concern. We wanted to ensure that we didn't end up with a project where the whole hillside was scarred up with grating, and then the project faltered and just left a big eyesore up there. The term development activity included grating all or a portion of the project; that clause was amended to add that provision. At the bottom of page three, we also wanted to add a provision to benefit future councils and people who may not have gone through this process. We wanted to acknowledge and agree that no development would occur on the property until

satisfactory arrangements have been made to extend the property's water, sewer, and power. On page five, paragraph four, we added this provision. The sentence is, upon approval of the PCD project plan, the sub-developer or sub-developers shall apply for final plan approval. For each specific phase being developed as required by city ordinance, that sentence is specifically out of our PCD ordinance. Paragraph 8 on page 6 there had been some language in the agreement previously that we took out, but I felt like it was important to put back in, clarify, that the developer would be required to pay for all project improvements, all those improvements necessary to serve his project, and then also to pay a portion of the cost of making system improvements. For example, upsizing of lines and some of those things that we knew would be necessary, but that would be subject to reimbursement through a reimbursement agreement. The biggest issue he saw tonight was paragraph 12 on page 7. He didn't want to end up with a project where we have a developer who's healthy financially. But he wants to convey the project to another developer who may not have the financial capability or wherewithal, and the project stalls, and we're left with a big eyesore. He added language to paragraph 12 that said the developer would not assign its rights and responsibilities as master developer of the project without the city's written consent, which consent shall not be unreasonably withheld. They want to be able to sell the property to whomever they want to sell it to. He changed the agreement so that America First Federal Credit Union won't be referred to as the developer; they'll be referred to as the owner of the property, and we'll include a provision in the recitals that recites the fact that we all understand that the owner has the right to assign the project to the developer, whoever that may be. That entity will then become the developer under the agreement. All the responsibilities and duties under the agreement would then apply to that entity as a property developer, and that developer wouldn't be able to convey his rights without the city's consent. They were concerned about some language regarding vested rights in the development agreement. That kind of language is very typically found in a development agreement. He pointed out to Matt that some specific language in our ordinance already provides for vesting development rights according to the community development project plans. The bank approved that.

Councilwoman Wise clarified on the second line down from the red: "Designing the construction of all major on-site and off-site infrastructure. They want to include the public after off-site."

Fay commented that he didn't think that was, from our standpoint, a problem.

Councilwoman Wise asked if this means that the design of all major on-site and then off-site construction is public, so the public only refers to the off-site, not the on-site.

Fay explained that the on-site improvements would be project-specific only to his project. They won't necessarily be public infrastructure or persistent improvements. All of this will be further defined when we go through the PCD.

Mayor Wilson commented that the developers would also be responsible for off-site infrastructure, which is public infrastructure that provides water and sewer to the project. So, off-site infrastructure needs to be included.

Matt Ence explained that the purpose of that request was just because the way the development will ultimately flow is, at some point, some portions of the property will be sold to builders who will build homes, and all of that infrastructure that's associated with that development down the road, won't necessarily be the master developer that's building it. The idea was just to make a distinction that the developer would be responsible for designing and directing the construction across the whole project, not just the public infrastructure. It's meant to cover both the onsite and the offsite infrastructure. But that was the only purpose to make that distinction. They don't want anyone to read it later and say, well, the developer was supposed to be responsible for this residential subdivision, which was not even contemplated initially.

Councilwoman Wise replied that her question was just in the reading; it's all major public on-site and off-site public infrastructure. So, in other words, on-site, if the public only refers to off-site, then that leaves the question, well, so are they responsible for the public on-site, like the parks and streets?

Matt explained that he thought the intent was for the public to be responsible for the on-site and off-site activities.

Mayor Wilson commented that this is necessary because the city will receive all the infrastructure on the street.

Fay continued to explain that this was the change he was talking about, and he thought it could be resolved by including language at the beginning of the agreement stating that the credit union is not the developer but the owner and that the parties understand that the owner has the right to assign his rights under the agreement to the developer. Then, the developer would have all these rights and responsibilities under the agreement.

Councilman Prince questioned why we would not assign that, that we determined the prospective buyer was un reputable.

Fay supposed there could be some circumstances, although there's a requirement that our consent is not unreasonably withheld. We'd have to have some good reason for that, and his experience with these kinds of clauses is that they're almost uniformly allowed to assign rights under them.

Mayor Wilson asked if the developer could sell off a piece, and the new developer had to obey the Development Agreement.

Fay agreed and explained that this is about vested rights, the clause you typically find in a development agreement. A provision in our ordinance specifically gives the developer vested rights in the development agreement after approval. He and Matt talked and agreed that we should simply take that language from our ordinance and include it in the agreement. He proposed we add a new paragraph to the agreement that gives the developer vested rights according to the terms and conditions of our ordinance and then refer to the specific paragraph of the agreement.

Matt clarified that changing it so that it references the ordinance that would be perfect for them.

Councilwoman Wise wanted clarification on the availability of services at the bottom of page 3, the red line. No development approval shall be given; no development activity will occur on the subject property until satisfactory provisions have been made to extend water, sewer, and power. So, that satisfactory provision is when nothing will be developed without water. Is that when a contract is signed with the Water Conservancy District and the developer to start a water tank, which could take several years? Or could the development start when the water tank is at a reasonable level of completion? This says once there's a signed contract on a water contract or a water tank or sewer, groundbreaking could start, but then the sewer and water could be a problem.

Fay explained you could include it until satisfactory provisions have been made, as determined by the city council.

The councilwoman explained by making an effort now on the development agreement, when we get to the PCD itself, which is the most important document that will happen, all of these concerns will have been addressed.

Fay replied he thought everyone would understand it refers to the PCD.

Councilwoman Wise had another concern about the wording on page 7, item number 12, and the rights and responsibilities of the master developer of a project without the written consent of the city. Should that be without the written consent of the city or the city council?

Fay clarified it should say City Council.

Councilman Blair Gubler said they had discussed many changes back and forth tonight. He didn't see why they couldn't make all those changes and wait another 15 days for the next meeting. That way, we can read it as a completed document. He would like to read it when it's completed to see everything they discussed tonight included.

Matt wanted clarification regarding whether the infrastructure is satisfactory before the development occurs. He wanted to make sure he understood the conclusion. Are we tying that now to the project's approval? Did I understand that was the discussion, or is it just a general approval by the city council?

Fay asked if he was talking about water, sewer, and power.

Matt replied that there would be potential development approvals to begin the work on those things. It's a bit of a chicken and egg thing, and he certainly doesn't want to put a future developer in a situation where they can't get development approval because they don't have the services yet. They can't finance or build the services because they don't have the development approval. He wanted to ensure he understood what we said would be required before the developer could pull the grading permit. If approval of a project plan made a lot of sense to him, that would be the normal process they would go through. They would come to you with their plan and get it approved, and then they could go and pull a grading permit. That's the way it usually works.

Fay understood that he thought to tie it to the approval of the project plan.

Councilwoman Wise was concerned that the project plan could be approved reasonably soon. The water tank and the sewer aren't going to happen for several years, so then we have a big blight upon the hill because they've done mass grading and then the economy goes south, and we still have all this grading that's happened scarring of the land. She was concerned that the city could approve the developer's PCD before finishing that water tank. They're eager to see what the grates are and what the contours are, and they go in and start grading. And then it takes another five to seven, eight years for anything to happen. Her question to Matt was if he had a project as large as this one. As much money is involved, and the water tank and sewer conditions are two huge infrastructure issues, what is the reasonable time for a developer to start grading before that water tank construction starts?

Matt agreed that is a valid concern. We don't have a project plan. We don't know what a developer would want to do on the property, specifically regarding phasing. It is possible to grate the property without water service. They could bring water in for things like dust control. This is all kind of speculative discussion about what the developer might need. His perspective on it, though, is that the city ultimately has control over when certain things happen. When the PCD plan is approved, the first grading permit will be issued. If there's a concern specifically about grading and the impact of grading on the property, we can talk about that. Here we're talking more generally. Can any development activities start on the property before adequate services are provided? If they ask a developer to fully finance and construct a water tank, water lines to the property, and sewer lines before they can even push the dirt yard, that may be a lot to ask. He was trying to preserve flexibility. He was trying to make sure this remains marketable for my client.

Councilwoman Wise asked what a reasonable compromise would protect the city. Right now, the water tank could be on BLM or STLA land, and both have issues with munitions there. That water tank might not happen for some time.

Fay explained that under our PCD ordinance, the water tank's location and all of those issues are included in the project plan approved by the city. When they come to the city with the project plan, the city can ensure we get what we want regarding the timing of grading. The grading is all part of the project plan.

Councilwoman Wise asked if the developer could get his financing before the PCD is approved. Let's say we let it slide on this development agreement, but then on the PCD, we insist.

Matt replied that they discussed having a PID or one or more PIDs to help finance the infrastructure. He explained that with PIDs and issuing bonds to the bond market, the bonds are much more marketable if there's an approved master development plan like a PCD. But it's not necessarily a hard and fast, absolute requirement, but it makes the ability to issue bonds and get that financing more feasible. He thought it made sense to tie this to the PCD approval. They would have so much more information at that stage than he could give now. And those kinds of issues, the timing of grading, how much land can be graded at any given time, how that will be phased, what the timing will be relative to improvements being made, that's the ideal time to talk about those things. When you have a plan in front of you that you can look at, the developer can say, "This is what we want to do; this is how we plan to finance it."

Mayor Wilson agreed it was best to tie it to the PCD approval.

Ben commented on what happens if the economy tanks, and again, say half that site is now mass grading. For example, in Washington, we had a big project. They had to have an off-site water line with a substantial 18-inch water line that we had to pull from the tank up the hill. And so, with the city, we worked out through the PCD that that first phase was not pulling a single building permit until that water line was brought down. But because we're starting to spend tens of millions of dollars on getting all the offsites for the first phase, they want to see activity on something on-site. We could mass-grade to the clubhouse in this case, which is just the entry road, the clubhouse, and the front improvements, and we couldn't do anything else from a building standpoint or any other phase in the project until that waterline got brought down. With the PCD, and back to Matt's point, we have no idea what that first phase will look like. Hypothetically, if we now have to build an entirely new intersection because it's going to need acceleration, deceleration lanes, a new signal, all these things coming off the highway, this is all UDOT now related, you're going to have to pull that into a first chunk of a site, which they're probably going to start setting up some commercial venue that's going to have marketing. Hypothetically, you're not going to get any more grading permits other than making your new improvements for the UDOT right away and your first phase, which becomes your sales center, let's say. You're not going to mass grade 450 more acres. You only do the first 40, including that intersection. That's how it gets tied to the PCD of each phase as they come in and get financed. Because if they're saying we're going to wait for five years until everything is there and then we're going to start, that usually doesn't bode too well for whoever the financier is. They want to see some activity moving beyond just the raw infrastructure.

Matt agreed the PCD ordinance already gives you the power to make those determinations at that stage.

Councilwoman Wise commented that everything we sign should be written well. And if it's not in writing, it doesn't count. She and the city council should be able to approve a clean copy, and we'd only be delaying you until the next council meeting. Then, I'd be more than willing to sign it.

Ben replied that they wanted to make sure everyone was comfortable. This is a big deal; they understand it will also set precedence for the city's future development. They wanted to make sure that these were all the changes.

They could make changes forever, but at some point, they want to say, pencil's down, we're comfortable with it now.

Councilwoman Wise suggested they vote to approve the development agreement with the changes. Once they were made and we all got a clean copy, we approved it through an email to Fay. They have done that once before.

Mayor Wilson suggested entertaining the motion to approve the clean copy after everybody had read it and approved.

Fay agreed to make those changes and submit a copy to Matt and Ben so they can review it and ensure it says what needs to be said. Once we get their approval, he can send it to the council. Then, he will know that both sides have agreed on the development agreement.

Kye clarified that it could be done by Wednesday the following week.

Fay agreed they should make a motion to approve the agreement, subject to the evening discussion. A review of a clean copy. Review of a clean copy and approval by each of the council members. If there's no approval from the council, we will put it on the agenda for the next council meeting.

The motion was made by Councilman Micah Gubler to approve the Development Agreement with America First Credit Union for approximately 490 acres of land located near the Eastern edge of La Verkin City's current municipal boundaries, with the stipulations after all the changes are made the City Council will review the clean copy and notify Fay Reber of their approval, second by Councilman Blair Gubler. Roll Call Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-yes, Richard Hirschi-yes, Prince-yes. The motion carried unanimously.

2. Discussion regarding the Capital Improvement list.

Kyle explained on the first page is the roads and infrastructure improvements that they need.

Mayor Wilson suggested they take the 100 West off.

Kyle agreed to add 100 West to the future. Separate that from the 480 South project.

Councilwoman Wise asked if they would pave 480 South from State Street to the Hot Springs.

Kyle commented that the discussion is for the council to decide. whether you want to add to, reorganize, or reprioritize what we've got there or if there's another project you want to see. We don't have to go in that order, but we must have them listed to know they're there.

Councilwoman Wise suggested under parks and rec that it would be helpful on this list if you could have what was needed under each park to keep it organized for them to see.

Kyle commented he will be meeting about the public input on Wallace Park. The order would also depend on the cost.

Councilwoman Wise suggested covering the playground. The citizens made a lot of requests for it.

Kyle agreed and said it was in the plan.

Councilman Micah Gubler suggested building the pickleball courts. It would never get cheaper; doing them soon would be cheaper than waiting, and prices would increase.

Councilwoman Wise talked with Tara McKee, Deputy Director of the Outdoor Recreation Grant Program. She mentioned they would have funding for park amenities, pickleball courts being one of them. They wouldn't know how much funding it was, but we could get a considerable amount toward that. But they would have to have the application in by March 15th.

Kyle was concerned that it was a commitment, and they would have to have bonding in place and a commitment to pay the share back because the pickleball courts would not cost a couple hundred thousand dollars. More like 700-800,000.

Councilman Micah Gubler suggested possibly building it in phases, doing two and then adding two later, or not doing the lights and trying to get them in later.

Kyle added that there are things we can do to help with that. He reported that the RAP tax had passed. It's good for another 10 years, meaning we must pay it back in 10 years unless we get a bond.

Councilwoman Wise added how much it would cost, whether we can get money to match, and then how much we would have to pay if it's feasible to start now. How possible would it be just to have two courts without lights and have the room set aside for two more courts? She would like the council to consider setting aside money for trail improvements. She discussed grants for new restrooms at the parks and trail sites.

Kyle mentioned those grants; they're not 100%, so whatever grant you get, you will at least be 50%.

Councilman Prince suggested looking for people in our community who want to volunteer and donate. He had experiences and examples of the community donating time and money.

Kyle reported they would be improving the "L" after Winterfest.

E. Mayor & Council Reports:

Mayor Wilson: Had Nick Wright from the Fire District give a report. He gave the statistics for last month on calls going into the Fire District. They provided services for the Red Bull Rampage.

Blair Gubler : Nothing to report.

Richard Hirschi: Reported that the Ashcreek sewer plant is scheduled to be completed in January 2026.

Micah Gubler: Reported the police department has had a lot of training this time of year. Officer Smith completed leadership training held in Washington City last month. Officer Jones has been working closely with the family in our area, developing a plan for a member of their family who has continuously contacted the police for quite a while, trying to come up with a plan to help with the mental illness issues there. Recently, this week, a citizen vandalized multiple businesses and interrupted power for the phone company and other businesses. Through the department's investigation, they made an arrest involving this individual and notified the businesses. He wanted the Chief to know that the department had a lot of unity among the officers and a good reputation with the community.

Winterfest is in full swing. There is a sign-up sheet for volunteers at the information booth.

The youth council will be riding with the city council on the float

Wreaths Across America is December 14th at 9 a.m. The Christmas Eve program will start at 6 p.m.

Patricia Wise: Reported on Planning Commission. Discussed two events. Bike event in St. George and the County Ribbon cutting on SR-18 trail. The BLM is trying to get kind of camping back on target, designating sites, deciding how to go about that, and it'll be in multiple locations that they'll be discussing.

Darren Prince : Nothing to report.

Citizen Comment & Request for Future Agenda Items:

No comments were made.

H. Adjourn:

Mayor Wilson closed the meeting at 7:27 p.m.

Date Approved

Mayor Kelly B. Wilson

ATTEST: _____
Nancy Cline
City Recorder

DRAFT

La Verkin City
 Invoice Register: 11/1/2024 to 11/26/2024 - All Invoices

11/26/2024

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
					3,081.95	104620.610	Comm COMMUNITY DEVELOP	
					186,301.22		Total	
					150.00	511311	Accounts Receivable	
					364.99	512330	Turn on Fee/Renter Deposit	
					866.86	516340.250	O&M EQUIPMENT OPERATIN	
					6,600.00	516340.270	O&M B&G OPERATING AND M	
					667.89	516340.450	O&M SYSTEMS MAINTENANC	
					7.50	516660.130	Admin EMPLOYEE BENEFITS	
					280.76	516660.240	Admin OFFICE EXPENSE, SUP	
					406.58	516660.280	Admin UTILITIES	
					455.00	516660.315	Admin SOFTWARE OR INFOR	
					224.00	516660.460	Admin CONTRACTED SERVIC	
					10,023.58		Total	
					68,350.93	526260.520	Sewer PAYMENT TO ASH CRE	
					43.06	536310.240	Irrigation OFFICE EXPENSE, S	
					178.68	536310.250	Irrigation EQUIPMENT OPERA	
					150.00	536310.315	IrrigationCOMPUTER EQUIPM	
					1,400.48	536310.450	Irrigation WATER MAIN REPAIR	
					1,772.22		Total	
					103.35	556350.240	Drainage OFFICE EXPENSE, S	
					263.90	556350.250	Drainage EQUIPMENT OPERA	
					150.00	556350.315	Drainage SOFTWARE & COMP	
					157.63	556350.440	Drainage NEW SERVICES	
					674.88		Total	
					\$267,122.83		GL Account Summary Total	

La Verkin City
Invoice Register: 11/1/2024 to 11/26/2024 - All Invoices

11/26/2024

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
PR111524-234	ZIONS FIRST NATIONAL BANK.	112224	11/22/2024	11/22/2024	1,729.08	102221	FICA & FWT Withholding	Medicare Tax
					5,463.41	102221	FICA & FWT Withholding	Federal Income Tax
					\$8,803.54			
					4,755.90	102221	FICA & FWT Withholding	Social Security Tax
					1,112.22	102221	FICA & FWT Withholding	Medicare Tax
					2,935.42	102221	FICA & FWT Withholding	Federal Income Tax
					\$38,775.38			
					\$267,122.83			
Total:								
Vendor Total:								
GL Account Summary								
					3,261.72	101562	PEHP/AFLAC Insurance Cleanin	
					2,242.64	101564	Workers Comp Clearing	
					38,775.38	102221	FICA & FWT Withholding	
					6,448.34	102222	State Withholding	
					30,142.41	102223	Retirement Payable	
					2,970.66	102224	Health Savings Account	
					101.74	102225	Misc Payable	
					861.00	103691	Subdivision set up fee	
					11,584.52	104111.110	Council WAGES	
					7.50	104140.130	Admin EMPLOYEE BENEFITS	
					1,406.44	104140.240	Admin OFFICE EXPENSE, SUP	
					593.69	104140.250	Admin EQUIPMENT OPERATIN	
					1,298.26	104140.280	Admin UTILITIES	
					575.47	104140.290	Admin TELEPHONE/COMMUNI	
					12,500.00	104140.311	Admin ATTORNEY	
					692.15	104140.315	Admin COMPUTER EQUIPME	
					18,193.00	104140.460	Admin CONTRACT SERVICES	
					448.00	104140.510	Admin INSURANCE	
					11,974.00	104140.610	Admin MISCELLANEOUS SER	
					137.77	104160.250	Bldg B&G OPERATION AND M	
					7,439.08	104160.270	Police EMPLOYEE BENEFITS	
					6.00	104210.130	Police BOOKS & MEMBERSHI	
					1.00	104210.210	Police TRAVEL & TRAINING	
					790.00	104210.230	Police OFFICE EXPENSE, SUP	
					73.32	104210.240	Police EQUIPMENT OPERATIN	
					3,392.90	104210.250	Police UTILITIES	
					327.79	104210.280	Police COMPUTER EQUIPMEN	
					575.00	104210.315	Police DAT/INVESTIGATION/DI	
					94.00	104210.410	Police VEHICLE MAINTANCE	
					720.83	104210.450	Police MISC SUPPLIES	
					1.91	104210.610	Inspect EQUIPMENT OPERATI	
					52.56	104240.250	Inspect ENGINEER	
					121.50	104240.460	Animal EQUIPMENT OPERATI	
					193.97	104253.250	Animal UTILITIES	
					172.41	104253.280	Streets PART TIME EMPLOYE	
					337.50	104410.120	Streets EQUIPMENT OPERATI	
					236.40	104410.250	Streets UTILITIES	
					2,642.98	104410.280	Streets STREET IMPROVEME	
					5,360.21	104410.745	Parks EQUIPMENT OPERATIN	
					888.56	104510.250	Parks UTILITIES	
					405.76	104510.280	Parks CEMETARY IMPROVEM	
					320.00	104510.410	Parks RAP Tax	
					371.50	104510.480	Rec PART TIME EMPLOYEES	
					2,400.00	104540.120	Rec UTILITIES	
					179.39	104540.280	Rec EVENTS, FAIRS, & FESTI	
					11,900.01	104540.610		

La Verkin City

Invoice Register: 11/1/2024 to 11/26/2024 - All Invoices

11/26/2024

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
4661816	ZIONS FIRST NATIONAL BANK CC		11/22/2024	11/22/2024	\$85.38	104540.610	Rec EVENTS, FAIRS, & FESTI	A-Frame Sign for farmers marke
4828251	ZIONS FIRST NATIONAL BANK CC		11/13/2024	11/13/2024	\$42.67	104540.610	Rec EVENTS, FAIRS, & FESTI	Suzy Snowflake judge and helpe
5255406	ZIONS FIRST NATIONAL BANK CC		11/23/2024	11/23/2024	\$317.39	104540.610	Rec EVENTS, FAIRS, & FESTI	Sound system supplies
5308262	ZIONS FIRST NATIONAL BANK CC		11/19/2024	11/19/2024	\$64.02	104540.610	Rec EVENTS, FAIRS, & FESTI	Train
5385073	ZIONS FIRST NATIONAL BANK CC		11/13/2024	11/13/2024	\$69.34	104540.610	Rec EVENTS, FAIRS, & FESTI	Suzy Snowflake crowns
5409019	ZIONS FIRST NATIONAL BANK CC		11/19/2024	11/19/2024	\$282.24	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest supplies
5771404	ZIONS FIRST NATIONAL BANK CC		11/23/2024	11/23/2024	\$13.87	104540.610	Rec EVENTS, FAIRS, & FESTI	Frosty Repair Kit
6453822	ZIONS FIRST NATIONAL BANK CC		11/11/2024	11/11/2024	\$163.86	104540.610	Rec EVENTS, FAIRS, & FESTI	Princess Alumni Event
6761808	ZIONS FIRST NATIONAL BANK CC		11/19/2024	11/19/2024	\$26.88	104540.610	Rec EVENTS, FAIRS, & FESTI	Carnival
7253853	ZIONS FIRST NATIONAL BANK CC		11/21/2024	11/21/2024	\$295.79	104540.610	Rec EVENTS, FAIRS, & FESTI	Electrical supplies
8468265	ZIONS FIRST NATIONAL BANK CC		11/25/2024	11/25/2024	\$210.25	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest supplies
8495469	ZIONS FIRST NATIONAL BANK CC		11/23/2024	11/23/2024	\$319.18	104540.610	Rec EVENTS, FAIRS, & FESTI	Headset mic
9359465	ZIONS FIRST NATIONAL BANK CC		11/19/2024	11/19/2024	\$64.56	104540.610	Rec EVENTS, FAIRS, & FESTI	Light Parade
9528252	ZIONS FIRST NATIONAL BANK CC		11/19/2024	11/19/2024	\$18.24	104540.610	Rec EVENTS, FAIRS, & FESTI	Light Parade
M04667	ZIONS FIRST NATIONAL BANK CC		11/6/2024	11/6/2024	\$52.80	104160.270	Bldg B&G OPERATION AND M	Turner Turf Farms, Cemetery
VP_F66PDQ2T	ZIONS FIRST NATIONAL BANK CC		11/25/2024	11/25/2024	\$213.21	104210.250	Police EQUIPMENT OPERATIN	Business Cards
VP_T1XLZD24 PO# 5643	ZIONS FIRST NATIONAL BANK CC		11/20/2024	11/20/2024	\$22.39	516660.240	Admin OFFICE EXPENSE, SUP	Signature Stamp for Derek
XQW333	ZIONS FIRST NATIONAL BANK CC		11/13/2024	11/13/2024	\$21.29	104160.270	Bldg B&G OPERATION AND M	Dawn Kwik Repair Cplir
	Vendor Total:				\$5,370.80			
PR103124-234	ZIONS FIRST NATIONAL BANK.	11072024	11/6/2024	11/6/2024	\$539.50	102221	FICA & FWT Withholding	Social Security Tax
					\$92.64	102221	FICA & FWT Withholding	Medicare Tax
					\$91.86	102221	FICA & FWT Withholding	Federal Income Tax
					\$55.00	102221		
PR110124-234	ZIONS FIRST NATIONAL BANK.	11072024	11/6/2024	11/6/2024	\$14,846.75	102221	FICA & FWT Withholding	Social Security Tax
					\$7,530.20	102221	FICA & FWT Withholding	Medicare Tax
					\$1,761.12	102221	FICA & FWT Withholding	Federal Income Tax
					\$5,555.43	102221		
PR111524-234	ZIONS FIRST NATIONAL BANK.	112024	11/20/2024	11/20/2024	\$14,585.59	102221	FICA & FWT Withholding	Social Security Tax
					\$7,393.10			

La Verkin City
Invoice Register: 11/1/2024 to 11/26/2024 - All Invoices

11/26/2024

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
112124	ZIONS FIRST NATIONAL BANK CC		11/21/2024	11/21/2024	\$150.00	104620.610	Comm COMMUNITY DEVELOP	Gift Cards from Dairy Queen (WI
					\$179.99			
					179.99	104540.610	Rec EVENTS, FAIRS, & FESTI	Staff Event
					\$13.75			
1122218645	ZIONS FIRST NATIONAL BANK CC		11/22/2024	11/22/2024	0.24	104160.270	Bldg B&G OPERATION AND M	Wash Stetson's truck
					0.28	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.24	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.65	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					0.28	104510.250	Parks EQUIPMENT OPERATI	
					4.54	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.65	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.83	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.83	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					1.38	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.83	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
1122221052	ZIONS FIRST NATIONAL BANK CC		11/22/2024	11/22/2024	\$9.25			
					0.16	104160.270	Bldg B&G OPERATION AND M	Wash Clay's truck
					0.19	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.83	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.11	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					0.19	104510.250	Parks EQUIPMENT OPERATI	
					3.05	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.11	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.56	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.56	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.93	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.56	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
190	ZIONS FIRST NATIONAL BANK CC		11/21/2024	11/21/2024	\$62.45			
					1.24	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					1.25	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					5.62	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					7.49	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					1.25	104510.250	Parks EQUIPMENT OPERATI	
					20.61	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					7.49	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					3.75	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					3.75	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					6.25	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					3.75	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
3549802	ZIONS FIRST NATIONAL BANK CC		11/19/2024	11/19/2024	\$31.47			
					31.47	104540.610	Rec EVENTS, FAIRS, & FESTI	Carnival
356703	ZIONS FIRST NATIONAL BANK CC		11/19/2024	11/19/2024	\$250.00			
					250.00	104210.230	Police TRAVEL & TRAINING	GLOCK Training Class
3706-1	ZIONS FIRST NATIONAL BANK CC		11/4/2024	11/4/2024	\$159.06			
					159.06	104160.270	Bldg B&G OPERATION AND M	Sod Cutter with trailer-HER
37575712 PO# 5631	ZIONS FIRST NATIONAL BANK CC		11/18/2024	11/18/2024	\$505.35			
					505.35	104540.610	Rec EVENTS, FAIRS, & FESTI	Race awards and medals for Wi
3795411	ZIONS FIRST NATIONAL BANK CC		11/11/2024	11/11/2024	\$16.86			
					16.86	104540.610	Rec EVENTS, FAIRS, & FESTI	Gingerbread Display
43036	ZIONS FIRST NATIONAL BANK CC		11/5/2024	11/5/2024	\$440.00			
					440.00	104160.270	Bldg B&G OPERATION AND M	Turner Turf Farms

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Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
112024	Wallis, Cassidi	53100	11/18/2024	11/18/2024	\$1,000.00	104160.270	Bldg B&G OPERATION AND M	October & November cleaning
2164529	WASHINGTON CO SOLID WASTE	53055	11/5/2024	11/5/2024	\$46.32	104160.270	Bldg B&G OPERATION AND M	Commercial hauler
2165493	WASHINGTON CO SOLID WASTE	53101	11/7/2024	11/7/2024	\$22.28	104160.270	Bldg B&G OPERATION AND M	Commercial hauler
2167347	WASHINGTON CO SOLID WASTE	53101	11/12/2024	11/12/2024	\$22.28	104160.270	Bldg B&G OPERATION AND M	Commercial hauler
2167485	WASHINGTON CO SOLID WASTE	53101	11/12/2024	11/12/2024	\$7.07	104160.270	Bldg B&G OPERATION AND M	Commercial hauler
	Vendor Total:				\$97.95			
Child FIS129	WASHINGTON COUNTY TREASURER	53102	11/8/2024	11/8/2024	\$94.00	104210.410	Police DAT/INVESTIGATION/DI	July 2024-September 2024
R11101245	Weeks, James	ACH.1106241047.7220	11/1/2024	11/1/2024	\$1,500.00	104140.311	Admin ATTORNEY	
00611	ZIONS FIRST NATIONAL BANK CC	11/23/2024	11/23/2024	11/23/2024	\$74.13	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest displays
011611	ZIONS FIRST NATIONAL BANK CC	11/11/2024	11/11/2024	11/11/2024	\$12.75	104540.610	Rec EVENTS, FAIRS, & FESTI	Gingerbread Contest Prize
03313	ZIONS FIRST NATIONAL BANK CC	11/16/2024	11/16/2024	11/16/2024	\$124.72	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest decor
034978	ZIONS FIRST NATIONAL BANK CC	11/11/2024	11/11/2024	11/11/2024	\$45.37	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest decor
0484210	ZIONS FIRST NATIONAL BANK CC	11/19/2024	11/19/2024	11/19/2024	\$12.80	104540.610	Rec EVENTS, FAIRS, & FESTI	Carnival
0657857	ZIONS FIRST NATIONAL BANK CC	11/21/2024	11/21/2024	11/21/2024	\$52.31	104140.315	Admin COMPUTER EQUIPME	Equipment for Council Chamber
0666637	ZIONS FIRST NATIONAL BANK CC	11/7/2024	11/7/2024	11/7/2024	\$97.13	104540.610	Rec EVENTS, FAIRS, & FESTI	Veteran program gifts
10835118	ZIONS FIRST NATIONAL BANK CC	11/6/2024	11/6/2024	11/6/2024	\$1.00	104210.210	Police BOOKS & MEMBERSHI	Pawn Shop Law Enforcement A
1101218645	ZIONS FIRST NATIONAL BANK CC	11/1/2024	11/1/2024	11/1/2024	\$9.25	104160.270	Bldg B&G OPERATION AND M	Stetson truck wash
					0.16	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.19	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.83	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					1.11	104510.250	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.19	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.05	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.11	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.56	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.93	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.56	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
111324	ZIONS FIRST NATIONAL BANK CC	11/13/2024	11/13/2024	11/13/2024	\$540.00	104210.230	Police TRAVEL & TRAINING	Shot Show and Police Trainings
PO# 5625					\$450.00		Comm COMMUNITY DEVELOP	Gift Cards from Stage Coach Grl
112024	ZIONS FIRST NATIONAL BANK CC	11/22/2024	11/22/2024	11/22/2024	100.00	104620.610	Comm COMMUNITY DEVELOP	Gift Cards from River Rock Roas
PO# 5641					200.00	104620.610		

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0147795	SUNRISE ENGINEERING INC	53097	11/4/2024	11/4/2024	\$18,193.00	104140.460	Admin CONTRACT SERVICES	Transportation
0147802	SUNRISE ENGINEERING INC	53097	11/4/2024	11/4/2024	\$1,354.00	103691	Subdivision set up fee	Bridge Recovery Center
					\$61.00	104240.460	Inspect ENGINEER	Miscellaneous Services
					\$121.50	104510.480	Parks RAP Tax	City Council Chamber Remodel
0147806	SUNRISE ENGINEERING INC	53097	11/4/2024	11/4/2024	\$337.50	104410.120	Streets PART TIME EMPLOYE	On Call City Planner Services
	Vendor Total:				\$38,458.50			
2490	TAGG N GO EXPRESS CAR WASH	53142	11/22/2024	11/22/2024	\$1,800.00	104210.250	Police EQUIPMENT OPERATIN	
4351124	TDS BAJA Broadband	53143	11/17/2024	11/17/2024	\$37.39	104140.280	Admin UTILITIES	435 N Main
VP1124	TDS BAJA Broadband	53098	11/6/2024	11/6/2024	\$116.25	104510.280	Parks UTILITIES	Vintage park
ZVP1124	TDS BAJA Broadband	53143	11/17/2024	11/17/2024	\$109.95	104510.280	Parks UTILITIES	Zion View Park
	Vendor Total:				\$263.59			
167742-1	Uniform Center	53099	11/1/2024	11/1/2024	\$1.91	104210.610	Police MISC SUPPLIES	
1616518	UTAH LOCAL GOVERNMENT TRUST	53052	11/1/2024	11/1/2024	\$448.00	104140.510	Admin INSURANCE	Postion Bond One Time
1616519	UTAH LOCAL GOVERNMENT TRUST	53052	11/1/2024	11/1/2024	\$2,242.64	101564	Workers Comp Clearing	November 2024 Workers Comp
	Vendor Total:				\$2,690.64			
PR110124-501	UTAH RETIREMENT SYSTEMS	11062024	11/6/2024	11/6/2024	\$13,116.76	102223	Retirement Payable	401k Retirement
					783.47	102223	Retirement Payable	457 Roth IRA
					10,785.39	102223	Retirement Payable	401k Retirement
					928.90	102223	Retirement Payable	457 Roth IRA
					619.00	102223	Retirement Payable	401k Retirement
PR111524-501	UTAH RETIREMENT SYSTEMS	112025	11/20/2024	11/20/2024	\$13,070.82	102223	Retirement Payable	401k Retirement
					779.70	102223	Retirement Payable	457 Roth IRA
					10,743.22	102223	Retirement Payable	401k Retirement
					928.90	102223	Retirement Payable	457 Roth IRA
					619.00	102223	Retirement Payable	401k Retirement
PR111524-501	UTAH RETIREMENT SYSTEMS	11222024	11/22/2024	11/22/2024	\$3,954.83	102223	Retirement Payable	401k Retirement
					461.99	102223	Retirement Payable	457 Roth IRA
					3,492.84	102223	Retirement Payable	401k Retirement
	Vendor Total:				\$30,142.41			
PR103124-449	Utah State Tax Commission		11/6/2024	11/6/2024	\$50.00	102222	State Withholding	State Income Tax
PR110124-449	Utah State Tax Commission		11/6/2024	11/6/2024	\$2,473.37	102222	State Withholding	State Income Tax
PR111524-449	Utah State Tax Commission		11/20/2024	11/20/2024	\$2,440.70	102222	State Withholding	State Income Tax
PR111524-449	Utah State Tax Commission		11/22/2024	11/22/2024	\$1,484.27	102222	State Withholding	State Income Tax
	Vendor Total:				\$6,448.34			
3792246	VERIZON WIRELESS	53054	11/6/2024	11/6/2024	\$849.99	104140.240	Admin OFFICE EXPENSE, SUP	Phone Upgrade

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6871129	SCHOLZEN PRODUCTS CO INC	53093	11/19/2024	11/19/2024	3.98	104510.250	Parks EQUIPMENT OPERATIN	Equipment repairs and Fuel
					65.67	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					23.88	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					11.94	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					11.94	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					19.90	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					11.94	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$290.60			
					\$290.60	536310.450	Irrigation WATER MAIN REPAIR	PVC Pipe and coupling
6871418	SCHOLZEN PRODUCTS CO INC	53139	11/20/2024	11/20/2024	\$10.56		Bldg B&G OPERATION AND M	tension Band and Bolt with nut
					10.56	104160.270		
					\$2,097.36			
5358411824	Shred St. George	53094	11/18/2024	11/18/2024	\$39.95		Admin UTILITIES	
					28.76	104140.280	Admin UTILITIES	
					9.99	516660.280	Drainage EQUIPMENT OPERA	
					1.20	556350.250		
136138	SOUTHERN UTAH DISTRIBUTING INC	53140	11/25/2024	11/25/2024	\$76.42	104540.610	Rec EVENTS, FAIRS, & FESTI	Toilet paper and Gloves for 111
403926	Southwest Utah Public Health Departme	53095	11/4/2024	11/4/2024	\$175.00		Admin CONTRACTED SERVIC	Bacterial Analysis for drinking w
6016098553	STAPLES	53068	11/1/2024	11/1/2024	\$73.32		Police OFFICE EXPENSE, SUP	
					73.32	104210.240		
6016098556	STAPLES	53068	11/1/2024	11/1/2024	\$190.74		Admin OFFICE EXPENSE, SUP	
					101.09	104140.240	Admin OFFICE EXPENSE, SUP	
					57.22	516660.240	Irrigation OFFICE EXPENSE, S	
					9.54	536310.240	Drainage OFFICE EXPENSE, S	
					22.89	556350.240		
					\$264.06			
3-342393	STEAMROLLER COPIES	53141	11/5/2024	11/5/2024	\$10.06		Rec EVENTS, FAIRS, & FESTI	Winterfest posters
					10.06	104540.610		
3-342743	STEAMROLLER COPIES	53141	11/21/2024	11/21/2024	\$22.20		Rec EVENTS, FAIRS, & FESTI	Wee-Ones Certificates
					22.20	104540.610		
3-342753	STEAMROLLER COPIES	53141	11/21/2024	11/21/2024	\$62.60		Rec EVENTS, FAIRS, & FESTI	Warning Signs
					62.60	104540.610		
3-342811	STEAMROLLER COPIES	53141	11/25/2024	11/25/2024	\$20.52		Rec EVENTS, FAIRS, & FESTI	Talentfest Posters
					20.52	104540.610		
3-342820	STEAMROLLER COPIES	53141	11/25/2024	11/25/2024	\$60.00		Rec EVENTS, FAIRS, & FESTI	Farmers Market Posters
					60.00	104540.610		
					\$175.38			
R11101244	STEGELICH, RYKER	53045	11/1/2024	11/1/2024	\$400.00		Rec PART TIME EMPLOYEES	Website / Social media
					400.00	104540.120		
25301	Straight Stripe Painting	53096	11/20/2024	11/20/2024	\$5,045.00		Streets STREET IMPROVEME	Stripe crosswalks at Center & M
					5,045.00	104410.745		
0143531	SUNRISE ENGINEERING INC	53097	11/18/2024	11/18/2024	\$11,974.00		Admin MISCELLANEOUS SER	Transportation Grant
					11,974.00	104140.610		
0147732	SUNRISE ENGINEERING INC	53097	11/1/2024	11/1/2024	\$3,435.00		O&M B&G OPERATING AND M	Culinary Water Master Plan
					3,435.00	516340.270		
0147794	SUNRISE ENGINEERING INC	53097	11/4/2024	11/4/2024	\$3,165.00		O&M B&G OPERATING AND M	La Verkin Lead Service Line Inv
					3,165.00	516340.270		

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6867256	SCHOLZEN PRODUCTS CO INC	53043	11/1/2024	11/1/2024	\$43.76	536310.250	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
					0.58	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					0.58	556350.440		
					\$43.76			
					0.85	104160.270	Bldg B&G OPERATION AND M	Shovel
					0.85	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.88	104240.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.94	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					5.25	104410.745	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.88	104510.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					14.44	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					5.25	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					2.63	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					2.63	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					4.38	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					2.63	556350.440		
					\$83.73			
6867428	SCHOLZEN PRODUCTS CO INC	53043	11/1/2024	11/1/2024	83.73	104540.610	Rec EVENTS, FAIRS, & FESTI	Lighted Arch Entries
6867886	SCHOLZEN PRODUCTS CO INC	53043	11/5/2024	11/5/2024	\$29.68		O&M SYSTEMS MAINTENANC	PVC Adapter
					29.68	516340.450		
6868771	SCHOLZEN PRODUCTS CO INC	53093	11/8/2024	11/8/2024	\$23.38	536310.450	Irrigation WATER MAIN REPAIR	3 Male Adapter PVC and 3 Coup
6868782	SCHOLZEN PRODUCTS CO INC	53093	11/8/2024	11/8/2024	\$47.05	536310.450	Irrigation WATER MAIN REPAIR	3 Compression CPLG PVC
					47.05			
6869119	SCHOLZEN PRODUCTS CO INC	53093	11/1/2024	11/1/2024	\$399.00	536310.450	Irrigation WATER MAIN REPAIR	Coupling
					399.00			
6869636	SCHOLZEN PRODUCTS CO INC	53093	11/12/2024	11/12/2024	\$472.83	536310.450	Irrigation WATER MAIN REPAIR	Irrigation repair supplies
					472.83			
6869969	SCHOLZEN PRODUCTS CO INC	53093	11/13/2024	11/13/2024	\$80.94	536310.450	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					1.62	104160.270	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.62	104240.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					7.28	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					9.71	104410.745	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.62	104510.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					26.71	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					9.71	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					4.86	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					4.86	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					8.09	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					4.86	556350.440		
					\$81.76			
6870215	SCHOLZEN PRODUCTS CO INC	53093	11/14/2024	11/14/2024	81.76	104160.270	Bldg B&G OPERATION AND M	Concrete
6870820	SCHOLZEN PRODUCTS CO INC	53093	11/18/2024	11/18/2024	\$21.24		Bldg B&G OPERATION AND M	Post Cap, Brace band, Post Hin
					21.24	104160.270		
6871047	SCHOLZEN PRODUCTS CO INC	53093	11/19/2024	11/19/2024	\$304.23		Bldg B&G OPERATION AND M	Post hinge, frame hinge, carraig
					304.23	104160.270		
6871049	SCHOLZEN PRODUCTS CO INC	53093	11/19/2024	11/19/2024	\$199.00		Bldg B&G OPERATION AND M	Lever Chain Hoist
					3.98	104160.270	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.98	104240.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					17.91	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					23.88	104410.745		

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3319937241	PITNEY BOWES	53088	11/11/2024	11/11/2024	\$168.24	104140.240	Admin OFFICE EXPENSE, SUP	
					89.17	516660.240	Admin OFFICE EXPENSE, SUP	
					50.47	536310.240	Irrigation OFFICE EXPENSE, S	
					8.41	556350.240	Drainage OFFICE EXPENSE, S	
					20.19			
112124	PUBLIC EMPLOYEES LTD PROGRAM	53136	11/21/2024	11/21/2024	\$744.62	101562	PEHP/AFLAC Insurance Clearin	9/21/24-11/1/24
					744.62			
112024	PURCHASE POWER	53065	11/3/2024	11/3/2024	\$502.25	104140.240	Admin OFFICE EXPENSE, SUP	
					266.19	516660.240	Admin OFFICE EXPENSE, SUP	
					150.68	536310.240	Irrigation OFFICE EXPENSE, S	
					25.11	556350.240	Drainage OFFICE EXPENSE, S	
					60.27			
112024	RACE READY FOUNDATION	53137	11/20/2024	11/20/2024	\$440.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Light Poles
					440.00			
Bonus	REBER, FAY E	53126	11/22/2024	11/22/2024	\$1,500.00	104620.610	Comm COMMUNITY DEVELOP	Christmas Bonus
					1,500.00			
R11101243	REBER, FAY E	ACH:1106241047.11017	11/1/2024	11/1/2024	\$11,000.00	104140.311	Admin ATTORNEY	
					11,000.00			
	Vendor Total:				\$12,500.00			
8212495	RED MOUNTAIN TECHNOLOGY SOLU	53138	11/21/2024	11/21/2024	\$100.00	104140.240	Admin OFFICE EXPENSE, SUP	Key fobs for the new entrance sy
PO# 5648					100.00			
74657	ROADRUNNER AUTOMOTIVE AND DI	53089	11/19/2024	11/19/2024	\$65.92	104210.450	Police VEHICLE MAINTANCE	Oil change 21 Dodge
					65.92			
0016-1124	ROCKY MOUNTAIN POWER	53090	11/13/2024	11/13/2024	\$172.41	104253.280	Animal UTILITIES	Animal shelter
					172.41			
0017-1124	ROCKY MOUNTAIN POWER	53090	11/13/2024	11/13/2024	\$4,134.35	104140.280	Admin UTILITIES	435 N Main & 1/2 111 S Main
					718.81	104210.280	Police UTILITIES	1/2 111 S Main
					175.53	104410.280	Streets UTILITIES	Street lights
					2,642.98	104540.280	Rec UTILITIES	Parks
					179.39	516660.280	Admin UTILITIES	pump station
					396.59	536310.250	Irrigation EQUIPMENT OPERA	Filter station
					21.05			
0024-1124	ROCKY MOUNTAIN POWER	53090	11/13/2024	11/13/2024	\$50.52	104510.280	Parks UTILITIES	Trailhead park
					50.52			
0124-1124	ROCKY MOUNTAIN POWER	53067	11/5/2024	11/5/2024	\$30.83	104510.280	Parks UTILITIES	84 W 500 N park
					30.83			
	Vendor Total:				\$4,388.11			
111924	Rolling Rock Concrete	53091	11/19/2024	11/19/2024	\$323.00	516340.450	O&M SYSTEMS MAINTENANC	450 Main
					323.00			
RFD 100041568.	Saratoga Mili. Inc	53092	11/1/2024	11/1/2024	\$200.00	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041568 - Sa
					200.00			
3049804	SCHOLZEN PRODUCTS CO INC	53139	11/20/2024	11/20/2024	\$9.60	104160.270	Bldg B&G OPERATION AND M	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	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					1.15	104510.250	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.19	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.17	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.15			

La Verkin City
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11/26/2024

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
44110304	My Fleet Center,	53086	11/9/2024	11/9/2024	\$87.08	104210.450	Police VEHICLE MAINTANCE	Oil Change 2023 Ford (Jones)
44110441	My Fleet Center,	53086	11/13/2024	11/13/2024	\$23.90	104210.450	Police VEHICLE MAINTANCE	2019 Dodge (Piedra) Oil Chang
44110550	My Fleet Center,	53086	11/19/2024	11/19/2024	\$362.92	104210.450	Police VEHICLE MAINTANCE	Brakes for 2019 Dodge Ram
44110551	My Fleet Center,	53086	11/19/2024	11/19/2024	\$93.93	104210.450	Police VEHICLE MAINTANCE	Brake Caliper for 2019 Dodge R
	Vendor Total:				\$654.91			
892421	NAPA AUTO PARTS	53042	11/11/2024	11/11/2024	\$154.70	104160.270	Bldg B&G OPERATION AND M	2022 Ford F250
					3.12	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.09	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					13.92	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					18.56	104410.745	Parks STREET IMPROVEME	
					3.09	104510.250	Parks EQUIPMENT OPERATI	
					51.05	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					18.56	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					9.28	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					9.28	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					15.47	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					9.28	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
892835	NAPA AUTO PARTS	53042	11/14/2024	11/14/2024	\$98.34	104160.270	Bldg B&G OPERATION AND M	Supplies-Clay
					1.97	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.97	104240.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					8.85	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					11.80	104410.745	Parks STREET IMPROVEME	
					1.97	104510.250	Parks EQUIPMENT OPERATI	
					32.45	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					11.80	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					5.90	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					5.90	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					9.83	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					5.90	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
892950	NAPA AUTO PARTS	53042	11/15/2024	11/15/2024	\$71.82	104160.270	Bldg B&G OPERATION AND M	Antifreeze
					1.43	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.44	104240.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					6.46	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					8.62	104410.745	Parks STREET IMPROVEME	
					1.44	104510.250	Parks EQUIPMENT OPERATI	
					23.70	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					8.62	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					4.31	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					4.31	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					7.18	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					4.31	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
	Vendor Total:				\$324.86			
20241119-2	NIGHT HAWK SECURITY	53087	11/20/2024	11/20/2024	\$3,637.99	104160.270	Bldg B&G OPERATION AND M	Key Replacement for 111 S Main
PO# 5637					3,637.99			
196343	Opticare of Utah	53063	11/16/2024	11/16/2024	\$276.16	101562	PEHP/AFLAC Insurance Clearin	Vision Insurance
					276.16			
Refund: 1000417	Outland Real Estate Group	53064	11/13/2024	11/13/2024	\$150.00	511311	Accounts Receivable	Refund: 100041737 - Outland R
					150.00			

La Verkin City

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Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
RI1101242	GUBLER, KYLE W	53038	11/1/2024	11/1/2024	\$500.00	104140.250	Admin EQUIPMENT OPERATIN	Car allowance
110624	Health Equity	11062024	11/6/2024	11/6/2024	\$21.00	104140.130	Admin EMPLOYEE BENEFITS	
					7.50	104210.130	Police EMPLOYEE BENEFITS	
PR110124-6099	Health Equity	11062024	11/6/2024	11/6/2024	\$2,585.86	102224	Health Savings Account	PEHP Health Equity
PR111524-6099	Health Equity		11/20/2024	11/20/2024	\$329.00	102224	Health Savings Account	PEHP Health Equity
	Vendor Total:				\$2,935.86			
1124	HURRICANE CITY POWER	53040	11/1/2024	11/1/2024	\$21.56	104140.280	Admin UTILITIES	La Verkin city sign
RFD 100041704.	Interstate Homes	53061	11/8/2024	11/8/2024	\$164.99	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041704 - Int
857979	J.P. Cooke Co.	53062	11/8/2024	11/8/2024	\$172.14	104253.250	Animal EQUIPMENT OPERATI	2025 Dog License tags
5860	JENSEN LOCKSMITHING	53082	11/14/2024	11/14/2024	\$125.00	104160.270	Bldg B&G OPERATION AND M	Keys & Locks for 111 South Mai
01591	JOHNSON, MARIDEE	53083	11/19/2024	11/19/2024	\$83.49	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest Prizes and Decor
02469	JOHNSON, MARIDEE	53083	11/13/2024	11/13/2024	\$483.28	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest Decor
02553872	JOHNSON, MARIDEE	53134	11/25/2024	11/25/2024	\$266.82	104540.610	Rec EVENTS, FAIRS, & FESTI	Train Supplies
4412	JOHNSON, MARIDEE	53134	11/25/2024	11/25/2024	\$321.07	104540.610	Rec EVENTS, FAIRS, & FESTI	Sock Skating Rink
860119	JOHNSON, MARIDEE	53134	11/21/2024	11/21/2024	\$61.67	104540.610	Rec EVENTS, FAIRS, & FESTI	Batteries and supplies
	Vendor Total:				\$1,216.33			
24152	LANTIS FIREWORKS & LASERS	53135	11/15/2024	11/15/2024	\$4,100.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Final Payment for Winterfest Fir
PO# 5649					4,100.00			
111824	LaVerkin City Petty Cash	53084	11/18/2024	11/18/2024	\$350.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Staff Christmas party
PR110124-147	LEGAL SHIELD	53085	11/6/2024	11/6/2024	\$50.87	102225	Misc Payable	LegalShield
PR111524-147	LEGAL SHIELD	53085	11/20/2024	11/20/2024	\$50.87	102225	Misc Payable	LegalShield
	Vendor Total:				\$101.74			
4110304	My Fleet Center,	53086	11/9/2024	11/9/2024	\$87.08	104210.450	Police VEHICLE MAINTANCE	2023 Ford F150 (Jones) Oil cha

La Verkin City
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Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
438352	D.A.T. MANAGEMENT, INC.	53034	11/5/2024	11/5/2024	\$49.00	516660.460	Admin CONTRACTED SERVIC	Stetson
01-487473 PO# 5610	Davis Food & Drug #4/Farmers Market	53035	11/6/2024	11/6/2024	\$181.95	104620.610	Comm COMMUNITY DEVELOP	Gift Card for Witch Hazel
65-276871	Davis Food & Drug #4/Farmers Market	53073	11/7/2024	11/7/2024	\$89.01	104540.610	Rec EVENTS, FAIRS, & FESTI	Building repairs
65-285285	Davis Food & Drug #4/Farmers Market	53080	11/18/2024	11/18/2024	\$9.99	536310.450	Irrigation WATER MAIN REPAIR	Muriatic Acid
65-290743	Davis Food & Drug #4/Farmers Market	53131	11/25/2024	11/25/2024	\$11.58	104160.270	Bldg B&G OPERATION AND M	Utility Blades
					0.25	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.04	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.39	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					0.23	104510.250	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.82	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.39	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.69	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.69	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					1.16	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.69	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
65-290824	Davis Food & Drug #4/Farmers Market	53131	11/25/2024	11/25/2024	\$15.49	104160.270	Bldg B&G OPERATION AND M	Powercorner Pet
66-256494	Davis Food & Drug #4/Farmers Market	53131	11/20/2024	11/20/2024	\$19.26	104160.270	Bldg B&G OPERATION AND M	Clevis Grab Hook and Wild Ring
95-246235 PO# 5642	Davis Food & Drug #4/Farmers Market	53131	11/20/2024	11/20/2024	\$200.00	104620.610	Comm COMMUNITY DEVELOP	Gift Cards from Davis Food & Dr
Winterfest24 PO# 5654	Davis Food & Drug #4/Farmers Market	53131	11/25/2024	11/25/2024	\$1,000.71	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest supplies, prizes and p
	Vendor Total:				\$1,527.99			
474120241201	EMI Health	53132	11/21/2024	11/21/2024	\$2,143.20	101562	PEHP/AFLAC Insurance Clearin	Employee dental + Tele-med
32691124	Enbridge	53133	11/20/2024	11/20/2024	\$136.55	104140.280	Admin UTILITIES	111 S Main
					68.28	104210.280	Police UTILITIES	111 S Main
92751124	Enbridge	53133	11/25/2024	11/25/2024	\$7.16	104510.280	Parks UTILITIES	579 N Main Street
	Vendor Total:				\$143.71			
32889	EXECUTECH	53037	11/1/2024	11/1/2024	\$1,910.00	104140.315	Admin COMPUTER EQUIPME	
					580.00	104210.315	Police COMPUTER EQUIPMEN	
					575.00	516660.315	Admin SOFTWARE OR INFOR	
					455.00	536310.315	IrrigationCOMPUTER EQUIPM	
					150.00	556350.315	Drainage SOFTWARE & COMP	
					150.00			
F2504E00902	FUEL NETWORK	53060	11/1/2024	11/1/2024	\$2,814.62	104140.250	Admin EQUIPMENT OPERATI	Rav 4
					93.69	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					26.39	104210.250	Police EQUIPMENT OPERATI	Fuel Amount
					1,379.69	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					26.39	104253.250	Animal EQUIPMENT OPERATI	Drummond
					21.83			

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Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
4366-1124	CenturyLink	53078	11/17/2024	11/17/2024	\$91.05	104510.250	Parks EQUIPMENT OPERATIN	Equipment repairs and Fuel
					91.05	104510.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
712508454	CenturyLink	53128	11/12/2024	11/12/2024	\$339.47	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					339.47	516340.450	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
712512544	CenturyLink	53128	11/12/2024	11/12/2024	\$167.98	1.38 536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					83.99	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					83.99	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$598.50	1.38 556350.440		
							Parks UTILITIES	Power plant park
							Admin UTILITIES	435 N Main
							Admin UTILITIES	111 S Main
							Police UTILITIES	111 S Main
112224	CHURCH, JOEY T.	53129	11/22/2024	11/22/2024	\$62.08	104510.280	Rec EVENTS, FAIRS, & FESTI	Stage Floor
Bonus	CHURCH, JOEY T.	53125	11/22/2024	11/22/2024	\$750.00	104540.610	Comm COMMUNITY DEVELOP	Christmas Bonus
RI1101241	CHURCH, JOEY T.	ACH.1106241047.11246	11/11/2024	11/11/2024	\$2,000.00	104620.610	Rec PART TIME EMPLOYEES	
					2,000.00	104540.120		
					\$2,812.08			
1325378	Citi Cards		11/6/2024	11/6/2024	\$165.44	104140.290	Admin TELEPHONE/COMMUNI	Case for I-Phone & Screen Prot
PO# 5613					165.44			
6074655	Citi Cards		11/15/2024	11/15/2024	\$132.90	104540.610	Rec EVENTS, FAIRS, & FESTI	Staff Event
8554643	Citi Cards		11/6/2024	11/6/2024	\$59.84		Admin COMPUTER EQUIPME	Phone Equipment
PO# 5614					59.84	104140.315		
863906	Citi Cards		11/11/2024	11/11/2024	\$410.03	104140.290	Admin TELEPHONE/COMMUNI	Broadvoice
UDAF2025-0037					410.03			
			11/5/2024	11/5/2024	\$100.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Depart of Ag Farmers Market re
					100.00			
					\$868.21			
15026	CITY OF ST GEORGE	53059	11/1/2024	11/1/2024	\$11,584.52	104111.110	Council WAGES	2nd Quarter Police Dispatch Fee
					11,584.52			
0310429-JN	Colonial Flag	53130	11/21/2024	11/21/2024	\$137.77	104160.250	Bldg EQUIPMENT OPERATING	State Flags for Buildings
PO# 5647					137.77			
111824	COREY CHILDS	53079	11/18/2024	11/18/2024	\$450.00	104160.270	Bldg B&G OPERATION AND M	Max, Curran and Stetson CD Lie
					9.00	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					9.00	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					40.50	104410.745	Parks STREET IMPROVEME	Equipment repairs and Fuel
					54.00	104510.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					9.00	104510.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					148.50	516340.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					54.00	536310.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					27.00	536310.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					27.00	556350.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					45.00	556350.440		
					27.00			

La Verkin City
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<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
36886	BUGMAN PEST CONTROL	53026	11/5/2024	11/5/2024	\$578.00	104510.250	Parks EQUIPMENT OPERATIN	Monthly weed and fertilizer for p
					418.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for p
					160.00			
37213	BUGMAN PEST CONTROL	53026	11/5/2024	11/5/2024	\$578.00	104510.250	Parks EQUIPMENT OPERATIN	Monthly weed and fertilizer for p
					418.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for p
					160.00			
	Vendor Total:				\$1,156.00			
PR110124-258	AFLAC	53075	11/6/2024	11/6/2024	\$27.90	102224	Health Savings Account	AFLAC EE
					27.90			
PR111524-258	AFLAC	53075	11/20/2024	11/20/2024	\$27.90	102224	Health Savings Account	AFLAC EE
					27.90			
	Vendor Total:				\$55.80			
5595	ALL AMERICAN TREE CARE	53076	11/20/2024	11/20/2024	\$1,400.00	104160.270	Bldg B&G OPERATION AND M	Tree Pruning baseball field for W
PO# 5635					1,400.00			
1153453	ALSCO	53056	11/13/2024	11/13/2024	\$35.00			
					0.70	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					0.70	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.15	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					4.20	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					0.70	104510.250	Parks EQUIPMENT OPERATIN	Equipment repairs and Fuel
					11.55	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					4.20	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					2.10	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					2.10	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					3.50	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					2.10	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$35.00			
1154544	ALSCO	53077	11/20/2024	11/20/2024	\$35.00			
					0.70	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					0.70	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.15	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					4.20	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					0.70	104510.250	Parks EQUIPMENT OPERATIN	Equipment repairs and Fuel
					11.55	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					4.20	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					2.10	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					2.10	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					3.50	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					2.10	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					\$70.00			
110824	ANDERSON, BETHANY	53057	11/8/2024	11/8/2024	\$999.41		Rec EVENTS, FAIRS, & FESTI	Witch Hazel
PO# 5623					999.41	104540.610		
10312024	ASH CREEK SPECIAL SERVICE DIST		11/5/2024	11/5/2024	\$68,350.93		Sewer PAYMENT TO ASH CRE	October
					68,350.93	526260.520		
NOV24-7079	BLOMQUIST HALE CONSULTING GR	53031	11/1/2024	11/1/2024	\$97.74		PEHP/AFLAC Insurance Clearin	Employee assistance coverage
					97.74	101562		
359548	BUCK'S ACE HARDWARE	53127	11/25/2024	11/25/2024	\$22.99		Bldg B&G OPERATION AND M	Crimper
					0.45	104160.270	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.46	104240.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.07	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					2.76	104410.745		

REUSE WATER EXCHANGE AGREEMENT

This Reuse Water Exchange Agreement (“**Agreement**”) is entered into this ____ day of _____, 2024 (“**Effective Date**”), by and between Washington County Water Conservancy District (the “**District**”), a water conservancy district organized and existing under the Utah Water Conservancy District Act, and La Verkin City, a municipal corporation and political subdivision of the State of Utah (“**City**”). The District and the City may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

- A. The City has entitlements to the beneficial use of water, whether by contract, interest in real property, or rights granted by the State or other governmental entity.
- B. The District diverts Water Rights and delivers District Water Supplies to Municipal Customers, Retail Customers, and Contract Users.
- C. The City desires to provide the Secondary Water Rights to the District in exchange for District Water Supplies, consistent with the terms and conditions of this Agreement.
- D. The District desires to provide District Water Supplies to the City in exchange for the Secondary Water Rights, consistent with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **Recitals.** The above-referenced recitals are incorporated into this Agreement by this reference.
- 2. **Definitions.**
 - a. “Agreement” has the meaning set forth in the introductory paragraph of this Agreement.
 - b. “Change Application” has the meaning set forth in Sections 3(a) and 4 of this Agreement.
 - c. “City” has the meaning set forth in the introductory paragraph of this Agreement.
 - d. “Delivery Point” means each point of delivery under this Agreement from the District Reuse Facilities to the City’s Secondary Water System (collectively, “**Delivery Points**”).
 - e. “Designated Secondary Water Rights” means the volume of the Secondary Water Rights designated for use by the District in a calendar year, determined in accordance with Section 5(a).

f. "District" has the meaning set forth in the introductory paragraph of this Agreement.

g. "District Reuse Facilities" includes all water, collection, conservation, development, storage, treatment, supply, transportation, and distribution facilities, hydroelectric generating, transmission and distribution facilities, and related facilities used to receive, convey, store, treat and deliver Reuse Water that are (i) currently owned or operated by the District; or (ii) to be hereafter owned or operated by the District.

h. "Effective Date" has the meaning set forth in the introductory paragraph of this Agreement.

i. "Exchange" means: (a) the City's delivery to the District of Secondary Water under the Secondary Water Rights in exchange for either payment from the District or delivery of District Water Supplies from the District; or (b) the District's delivery of District Water Supplies to the City in exchange for delivery of Secondary Water under the Secondary Water Rights from the City.

j. "Governmental Authority" means any federal, state, regional, municipal, local, or other government or governmental body and any division, agent, official, agency, commission, board, or authority of any government, governmental body, quasi-governmental, or private body exercising any statutory, regulatory, expropriation, or taxing authority under the authority of any of the foregoing, or any judicial, quasi-judicial, or administrative court, tribunal, commission, board, panel, or arbitrator acting under the authority of any of the foregoing.

k. "Law" means all laws, statutes, codes, ordinances (including zoning), decrees, rules, guidelines, codes, regulations, by-laws, notices, judicial, arbitral, administrative, ministerial, departmental, or regulatory judgments, injunctions, orders, decisions, settlements, writs, assessments, arbitration awards, rulings, determinations, or awards, decrees or other requirements of any Governmental Authority having the force of law and any legal requirements arising under the common law or principles of law or equity.

l. "MRC Water Rights" means entitlements to the beneficial use of water, whether by contract, interest in real property, or rights granted by the State or other governmental entity held by Municipal Customers, Retail Customers, Contract Users, and Non-RWSA Users.

m. "Non-RWSA User" means any water user that is not a party to the RWSA and has entered into a Reuse Authorization Contract with the District that permits the District to divert and use the Non-RWSA User's MRC Water Rights or provides for delivery of Reuse Water from the District to the Non-RWSA User.

n. "Party" or "Parties" has the meaning set forth in the introductory paragraph of this Agreement.

o. "Proceeding" means any pending or threatened court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal), arbitration or other

dispute settlement procedure, formal (or, to the Company's knowledge, informal) investigation or inquiry before or by any Governmental Authority, or any claim, action, suit, demand, arbitration, charge, indictment, hearing, demand letter or other similar civil, quasi-criminal or criminal, administrative or investigative matter or proceeding, including by any third party whatsoever.

p. "Reuse Act" means Utah Code § 73-3c-101 through -401, as it may be amended from time to time. The following capitalized terms shall have the meaning set forth in the Reuse Act: Domestic Wastewater; Reuse Authorization Contract; and Reuse Water.

q. "RWSA" means the Regional Water Supply Agreement dated as of January 1, 2019 by and among the District and various Municipal Customers. The following capitalized terms shall have the meaning set forth in Section 1.1 of the RWSA, as it may be amended from time to time: Contract Users; District Water Supplies; Municipal Customers; Retail Customers; Water Rights; and Water Supply.

r. "Secondary Irrigation Area" means irrigated landscape, garden, or agriculture areas associated with residential, commercial, or industrial uses supplied by Secondary Water delivered through the City's Secondary Water System.

s. "Secondary Rate" has the meaning set forth in Section 6(b) of this Agreement.

t. "Secondary Water" means untreated, unfiltered water that is used for the irrigation of outdoor residential landscaping, gardening, or agriculture.

u. "Secondary Water Rights" means the City's water rights as identified in Exhibit A, which is attached and incorporated herein by this reference.

v. "Secondary Water System" means the portion of the City's Municipal System used to receive, convey, store, and deliver Secondary Water that is (i) currently owned or operated by the City; or (ii) to be hereafter owned or operated by the City.

w. "Secondary Water System Improvement Project" means approved improvements to the Secondary Water System, and associated debts.

x. "Uncontrollable Forces" means (i) any cause beyond the reasonable control of the Party affected, including inadequate supply of water, failure of facilities, flood, drought, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, accident, unlawful actions or omissions by others, and restraint by court or public authority, which, by exercise of due diligence and foresight, the Party could not reasonably have been expected to avoid, and (ii) the inability to acquire for any particular facility the necessary (A) financing, (B) environmental permits, (C) land use and other required authorizations, or (D) other permits or authorizations.

y. "Undesignated Secondary Water Rights" means the total volume of the Secondary Water Rights less the Designated Secondary Water Rights.

3. **Conditions Precedent to the Exchange.** The respective obligations of the Parties to complete the Exchange are subject to the satisfaction or mutual waiver by the Parties of each of the following conditions, each of which are for the mutual benefit of the Parties and which may be waived, in whole or in part, by the mutual consent of the Parties at any time:

a. Change Application. A permanent change application authorizing the District to use the Secondary Water Rights in the District's water system and service area (the "**Change Application**") shall be approved by the Utah State Engineer (Utah Division of Water Rights), and all applicable appeal periods shall have run with respect to the Change Application approval.

b. No Change in Law. No Law shall have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no Proceeding will otherwise have been taken, or be pending or be threatened under any Laws by any person or by any Governmental Authority (whether temporary, preliminary or permanent) to make this Agreement illegal or unenforceable.

c. No Termination. This Agreement shall not have been terminated by either Party.

d. Compliance. Each Party shall have complied in all material respects with its obligations, covenants, and agreements in this Agreement to be performed and complied with on or before the Effective Date.

e. Representations and Warranties. The representations and warranties of the Parties in Section 12 of this Agreement shall be true and correct as of the Effective Date.

4. **Change Application.**

a. Filing Change Application. The District will prepare a draft Change Application and deliver it to the City for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The Change Application shall request authorization for the use of all the Secondary Water Rights in the District's water system and service area. Both Parties shall sign the Change Application. The District will, at its sole cost, file the change application and prosecute it.

b. Title and Ownership. Title and ownership of the Secondary Water Rights which are the subject of the Change Application shall remain in the name of the City. The filing of the Change Application shall not affect title or ownership, but shall allow the District to put the Secondary Water Rights to use consistent with the terms and conditions of this Agreement.

c. Responsibility for Change Application Approval. The District shall be primarily responsible for filing, prosecuting, and defending the Change Application in the name of the City in the administrative proceedings before the Utah State Engineer. The City shall provide reasonable support to the District in such effort if required, including attending hearings or otherwise participating in the administrative proceedings to support approval of the Change Application as filed. If a request for reconsideration or judicial review action

is filed to challenge a decision on the Change Application by the State Engineer, the City will be a necessary party.

d. Approval of Change Application. The Change Application shall be approved by the Utah State Engineer on terms and conditions consistent with this Agreement. In the event that (A) a change application is protested, (B) approval of a change application is subject to a request for reconsideration or petition for judicial review, (C) the Utah State Engineer rejects a change application, or (D) the Utah State Engineer imposes conditions on approval of a change application that the District deems unacceptable, the District shall decide whether or how to continue to prosecute the change application to a final, non-appealable Order that is satisfactory to the District. If any of the conditions in this Section 4(d)(A)-(D) are met, the District may elect to withdraw the change application or stop prosecuting it.

e. Maintaining the Change Application in Good Standing. The City shall comply with the Utah State Engineer's reporting requirements and file all subsequent applications, requests, reports, or other documents necessary to keep active and maintain the Change Application in good standing. The District will provide documents and information in its possession, and otherwise cooperate, to help the City comply with the requirements.

f. Costs. Each Party shall bear all their own costs incurred in the submission and/or defense of the change application.

5. Water Diversions and Deliveries.

a. Annual Coordination.

- i. *Planning Meeting*. Prior to January 1st of each calendar year, the District and the City shall meet to coordinate regarding the following estimated quantities for the upcoming calendar year: (A) the quantity of District Water Supplies the District anticipates that it can deliver to the City; (B) the quantity of water that the City anticipates it will need to serve Secondary Irrigation Area, which shall be determined based on the irrigated acres served by the Secondary Water System; and (C) the quantity of the Undesignated Secondary Water Rights.
- ii. *Estimation of Quantity*. The Parties shall estimate the quantity of the Designated Secondary Water Rights for the upcoming calendar year based on the lesser of the amounts identified in Sections 5(a)(i)(A) and 5(a)(i)(B). The Parties shall calculate the quantity of the Undesignated Secondary Water Rights for the upcoming calendar year by subtracting the quantity of the Designated Secondary Water Rights from the total quantity of the Secondary Water Rights.

b. District's Water Delivery Obligations to City.

- i. *District's Delivery of Water to the City*. In a calendar year, the District shall deliver District Water Supplies to the City in an amount equal to the

quantity of Designated Secondary Water Rights identified in Section 5(a). Delivery of District Water Supplies shall be subject to and contingent upon the hydrology of the Virgin River and availability of the Secondary Water Rights. If, during a calendar year, the City identifies Secondary Irrigation Area demand for water in excess of the quantity identified in Section 5(a), the City may request delivery of additional water from the District. The District may, in its discretion, deliver additional District Water Supplies to the City. The quantity of Designated Secondary Water Rights shall increase in proportion to the quantity of additional District Water Supplies delivered to the City.

- ii. *Rate and Timing of District's Delivery of Water.* Subject to the physical capacity of the District Reuse Facilities, maintenance, and emergency conditions, the District shall make the quantity of water identified in Section 5(a) available to the City at the rates and times required for the City to supply its customers' daily Secondary Irrigation Area demand.
 - iii. *Delivery Location.* The District shall deliver District Water Supplies to the Delivery Points. The District's deliveries shall be metered at or near the Delivery Points. The Parties agree to cooperate in good faith to (A) define each Delivery Point and (B) distinguish between the end of the applicable District Reuse Facilities and the beginning of the Secondary Water System. The Parties shall agree upon the information required by Section 5(b)(iv)(A)-(B) and include a description and depiction of this information as part of Exhibit B, which is attached and incorporated herein by this reference.
- c. District's Diversions and Use of Secondary Water Rights.
- i. *District's Diversion of Designated Secondary Water Rights.* In a calendar year, the District may divert the Designated Secondary Water Rights identified in Section 5(a).
 - ii. *District's Diversion of Undesignated Secondary Water Rights.* In a calendar year, the District has the right, in its discretion, to divert up to the full quantity of the Undesignated Secondary Water Rights identified in Section 5(a).
 - iii. *District's Use of Secondary Water Rights.* The District shall have the right to use the Secondary Water Rights anywhere throughout its drinking water system, as approved by the Change Application.

6. **Payment.**

a. Payment for Designated Secondary Water Rights. The District shall pay the City for its use of the Designated Secondary Water Rights by delivering an equivalent quantity of District Water Supplies to the City.

- i. *Excess Water to District.* If, at the end of the calendar year, it is determined that the District diverted a quantity of Designated Secondary Water Rights in excess of its delivery of District Water Supplies to the City during that calendar year, the District shall pay the City for the excess diversions during that calendar year at the rate specified in Section 6(b)(i) (District's excess diversions equal the District's diversion of Designated Secondary Water Rights less the District's delivery of District Water Supplies to the City).
- ii. *Excess Water to City.* If, at the end of the calendar year, it is determined that the District diverted a quantity of Designated Secondary Water Rights less than its delivery of District Water Supplies to the City, the District shall receive a credit towards the amount owed for its use of Undesignated Secondary Water Rights based on its excess deliveries.

b. Payment for Undesignated Secondary Water Rights. On a temporary basis, the District will contribute up to a total amount of ten million dollars (\$10,000,000) or the cost of the City's Secondary Water System Improvement Project, whichever is lower, subject to the following terms and conditions:

- i. *Secondary Rate.* The District shall pay the City \$12.22 (the "**Secondary Rate**") for each acre foot of the Undesignated Secondary Water Rights that the District actually diverts.
- ii. *Payment Timing.* Within thirty (30) days after the end of each year, the District shall send the City a statement identifying the quantity of Undesignated Secondary Water Rights that the District diverted during the applicable year and the total amount owed. The District shall include payment for the total amount owed with its statement. Payment by the District under this Section 6(b) shall be subject to and contingent upon the hydrology of the Virgin River and actual water deliveries, and the District shall have no obligation to pay for water that is not delivered to the District where it can be measured due to drought or other Uncontrollable Forces affecting hydrology or the availability of water.
- iii. *Use of Funds.* Payments from the District to the City under this Section 6(b) must be used by the City on the Secondary Water System Improvement Project, and for no other purpose. The District shall have the right to verify whether the City has complied with this provision at all times. If the District discovers that the City has not complied with this provision, it may, in its sole discretion, terminate future payments towards the Secondary Water System Improvement Project.
- iv. *Cessation of Payment Obligation.* Once the District has paid to the City the total amount identified in this Section 6(b), or if the Secondary Water System Improvement Project ceases, or if the District has terminated future payments pursuant to Section 6(b)(iii), the District shall have no

further obligation to make any payment to the City. Notwithstanding the cessation of payments from the District for the Undesignated Secondary Water Rights, the District and the City shall at all times during the term of this Agreement have the obligation to complete the Exchange as contemplated by this Agreement.

7. **City's Obligation to Make Water Available.** The City shall be obligated, during the term of this Agreement, to use commercially reasonable efforts to cause sufficient Secondary Water under the Secondary Water Rights to be sent down the Virgin River in order for the District to use its Designated and Undesignated Secondary Water Rights. Neither Party shall be in default under this Agreement if such water is not available because of drought or because of the superiority of other water rights on the Virgin River.

8. **Costs.** Each Party shall bear all their own costs incurred in preparing, executing, and carrying out this Agreement, including constructing or maintaining water system infrastructure, facilities, measurement devices, and diversion works.

9. **Measurement.** The Parties shall agree on the type, installation, location, or use of appropriate measuring devices to account for all water exchanged under this Agreement. Each Party shall make records available to the other Party to ensure quantities of water are provided in accordance with this Agreement.

10. **Diligence.** The District shall have thirty (30) days from the Effective Date to review and verify the City's ownership of and title to Water Rights No. 81-2477 and 81-4334. The District may, in its sole discretion, terminate this Agreement based on the results of such review.

11. Term and Termination.

a. Duration of Agreement. This Agreement shall remain in full force and effect of 1,000 years from the Effective Date; provided, however, that the Parties may
(a) terminate this Agreement early through written agreement signed by each Party or
(b) extend the term of this Agreement through a written agreement signed by each Party.

b. Termination. If this Agreement is terminated early as set forth in Section 11(a), the Parties shall execute any necessary documents to restore each other's respective ownership in the respective Water Rights.

12. Representations and Warranties.

a. District's Representations and Warranties. The District hereby represents, warrants, and covenants to the City as of the Effective Date and throughout the Term of this Agreement the following:

i. *Authority to Enter Agreement.* The District is a duly organized entity that has the full right, power, and authority to enter into this Agreement, and to perform all actions and obligations contemplated under this Agreement.

- ii. *Formalities.* All formalities and approvals necessary to enter into this Agreement have been taken or received by the District.
- iii. *Delivery.* The District has authorization to deliver District Water Supplies to the City under current approvals, or will obtain such approvals prior to delivering such water to the City under this Agreement.
- iv. *Beneficial Use.* After approval of the Change Application, the District will put the Secondary Water Rights to beneficial use consistent with the Change Application approval.
- v. *No Actions Pending.* There are no actions, claims, or proceedings pending or, to the District's knowledge, threatened against the District that would affect the District's ability to fulfill obligations in this Agreement.
- vi. *Commission.* No commission is due to any broker or agent in connection with this Agreement.

b. The City's Representations and Warranties. The City hereby represents, warrants, and covenants to the District as of the Effective Date and throughout the Term of this Agreement the following:

- i. *Authority to Enter Agreement.* The City is a duly organized entity that has the full right, power, and authority to enter into this Agreement, and to perform all actions and obligations contemplated under this Agreement.
- ii. *Formalities.* All formalities and approvals necessary to enter into this Agreement have been taken or received by the City.
- iii. *Ownership of Water Rights.* The City has all right, title, estate, and interest in and to the Secondary Water Rights, free and clear of all liens or encumbrances.
- iv. *Beneficial Use.* The City has put the Secondary Water Rights to full beneficial use. The City has not taken, has not failed to take, and will not take any action which shall cause forfeiture of the Secondary Water Rights.
- v. *Defense of Water Rights.* The City shall defend against any action, claim, or proceeding challenging title to the Secondary Water Rights.
- vi. *Encumbrance.* The City shall not encumber, or permit any encumbrance on, the Secondary Water Rights.
- i. *No Actions Pending.* There are no actions, claims, or proceedings pending or, to the City's knowledge, threatened against the City that would affect the City's ability to fulfill obligations in this Agreement.

- i. *Commission.* No commission is due to any broker or agent in connection with this Agreement.

13. **Default.**

a. Subject to Section 13(b), if a Party fails to perform its obligations hereunder, or comply with the terms and provisions hereof, and such failure remains uncured for a period of thirty (30) days ("**Cure Period**") after receiving written notice of default from the non-breaching Party, then the non-breaching Party may, in its discretion, pursue all rights and remedies which it may have at law and in equity, including but not limited to injunctive relief, specific performance, damages, and/or termination of the Agreement;

b. If a default described in Section 13(a) cannot reasonably be cured within the Cure Period, and the defaulting Party has commenced to cure such default within the Cure Period and thereafter uses reasonable efforts to cure the default, then the Cure Period shall be extended to one hundred eighty (180) days (including the original period of thirty (30) days), so long as the defaulting Party continues diligently pursuing cure of the default. If, however, the default remains uncured for a period of one hundred eighty (180) days in the aggregate, then the non-defaulting Party may, in its discretion, pursue all rights and remedies which it may have at law and in equity, including but not limited to injunctive relief, specific performance, damages, and/or termination of the Agreement.

14. **Remedies.** The Parties shall have all rights and remedies provides under applicable Laws for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each Party confirms that damages at law may be an inadequate remedy for a breach or a threatened breach of any provision hereof and the respective rights and obligations of the Parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

15. **Mutual Indemnity.** The Parties are "governmental entities" as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et. seq.). Nothing in this Agreement will be construed as a waiver by either or both Parties of any rights, limits, protections, or defenses provided by the Utah Governmental Immunity Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a Party to this Agreement is otherwise entitled. Subject to and consistent with the Utah Governmental Immunity Act, each Party (as the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party and its board, managers, members, agents, and employees (collectively, the "**Indemnified Party**") from and against all claims and liabilities (including reasonable attorney's fees and court costs) caused by or arising out of any third-party claim alleging: (a) a negligent or more culpable act or omission of the Indemnifying Party, including any reckless or willful misconduct, in connection with the performance of its obligations under this Agreement, (b) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable act or omission of the Indemnifying Party, including any reckless or willful misconduct, or (c) violation of Applicable Laws by the Indemnifying Party, except to the extent a claim or liability under Section 14(a) and (b) results from the gross negligence, recklessness, or willful misconduct of the Indemnified Party.

16. **Notice.** Any and all notices, demands, or other communications required pursuant to this Agreement must be in writing and shall have been properly given and effective when received by the Party to be noticed, or when deposited in the United States mail, certified or registered, or when deposited with a nationally recognized overnight delivery service which keeps receipts of delivery, to the following addresses:

To the District at:
Washington County Water Conservancy District
Attn: General Manager
533 East Waterworks Drive
St. George, Utah 84770

With a required copy to:
Parr Brown Gee & Loveless
c/o Kassidy J. Wallin
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

To the City at:
[REDACTED]
La Verkin, Utah

Either Party may change its address for the purpose of receiving notices, demands, and other communications set forth in this Agreement by providing written notice in the manner set forth above.

17. **Governing Law and Venue.** The laws of the State of Utah shall govern this Agreement and the transactions contemplated by this Agreement, without giving effect to the choice of law rules thereof. The Parties agree that any judicial action associated with this Agreement shall be taken in the St. George District Court of the Fifth Judicial District of the State of Utah.

18. **Assignment.** Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement and any such purported assignment or other transfer shall be void.

19. **Binding Effect.** This Agreement shall bind and benefit the respective successors and assigns of the Parties.

20. **Modification.** No modification of this Agreement shall be valid unless made in writing and duly executed by both Parties.

21. **Interpretation.** The Parties hereto acknowledge and agree that: (i) each Party has had a full and fair opportunity to have counsel review and to negotiate the terms of this Agreement; and (ii) the terms and provisions of the Agreement shall be construed fairly to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement. The paragraph and subparagraph headings

used herein are for convenience only and shall not be considered in the interpretation of this Agreement.

22. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a final decision of a court of competent jurisdiction, any enforceable portion thereof, and the remaining provisions of this Agreement, shall continue in full force and effect.

23. **Further Assurances.** The Parties to this Agreement agree to do such further acts, take such action, and to execute and deliver to each other such additional agreements, certificates, documents, and instruments as may reasonably be required or deemed advisable to effect the purposes of this Agreement.

24. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, contains the entire agreement by and between the Parties with respect to the subject matter hereof, and supersedes any prior promises, representations, warranties, inducements or understanding between the Parties which are not contained herein.

25. **No Relationship.** Nothing in this Agreement creates, or is intended to create, any interlocal entity, partnership, joint venture, or fiduciary relationship between the Parties.

26. **No Third-Party Rights.** The obligations of the District and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties not a party to this Agreement.

27. **No Waiver.** Any Party's failure to enforce any of the provisions of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may be waived only in writing by the Party intended to be benefitted by the provision, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provision.

28. **Counterparts.** This Agreement may be signed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. The Parties intend that fax or emailed .pdf signatures constitute original signatures and that a faxed or emailed agreement containing the signatures (original, .pdf, or faxed) of all the Parties is binding on the Parties.

29. **Force Majeure.** If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction, or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, drought, pandemic, or other casualty or accident; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any governmental authority having jurisdiction; or any other act or condition beyond the reasonable control and without the fault or negligence of the Party claiming Force Majeure.

IN WITNESS THEREOF, the District has caused this Agreement to be executed by its duly authorized representative(s) as of the Effective Date.

**WASHINGTON COUNTY WATER CONSERVANCY
DISTRICT**, a Utah water conservancy district

By: _____
Name: Ed Bowler
Its: Chair, Board of Trustees

ATTEST:

Secretary, Board of Trustees

APPROVED AS TO FORM:

By: Jodi Richins, WCWCD's Counsel

IN WITNESS THEREOF, the City has caused this Agreement to be executed by its duly authorized representative(s) as of the Effective Date.

LA VERKIN CITY, a municipal corporation and political subdivision of the State of Utah

By: _____
Name: _____
Its: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

By: _____
Name: _____
Its: City Attorney

Exhibit A
Secondary Water Rights

1. Water Right No. 81-2477, Change Application No. a13530 (Certificated), 1,640.22 acre feet, Priority: 1890.
2. Water Right No. 81-4334, No change application, 990 acre feet, Priority: 1900.

Exhibit B
Delivery Points

[Before the District delivers water to a Delivery Point pursuant to the terms of this Agreement, the Parties will identify, describe, and provide a depiction of the Delivery Point under Section 5(b)(iv). The description and depiction will distinguish between the District Reuse Facilities and Secondary Water System.]

[CITY] REUSE AUTHORIZATION CONTRACT

This Reuse Authorization Contract (“**Agreement**”) is entered into as of _____, 2024 (“**Effective Date**”), by and between Washington County Water Conservancy District, a water conservancy district organized and existing under the Utah Water Conservancy District Act (“**WCWCD**”) and **[City’s Name]**, a municipal corporation and political subdivision of the State of Utah (“**City**”). WCWCD and the City may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. Capitalized terms that do not have a definition in the Recitals are defined in Section 2 of this Agreement.

B. WCWCD is a Public Agency as defined in Section 73-3c-102(5) of the Utah Wastewater Reuse Act (Utah Code Ann. § 73-3c-101 to -401) (“**Reuse Act**”).

C. WCWCD diverts Water Rights and delivers District Water Supplies to Municipal Customers, Retail Customers, and Contract Users.

D. WCWCD and the City are parties to the Revised Regional Water Supply Agreement dated January 1, 2019, as it may be amended and/or renumbered from time to time (“**RWSA**”). The City is a Municipal Customer under the RWSA.

E. WCWCD, in cooperation with the City, other municipal partners, and regional publicly owned treatment works operated by Ash Creek Special Service District (“**ACSSD**”) and St. George City, is designing, permitting, and constructing the Regional Reuse Purification System. The Regional Reuse Purification System will be a Water Reuse Project as defined in Section 73-3c-102(9) of the Reuse Act.

F. WCWCD has, or will, enter into Reuse Authorization Contracts for each water reclamation facility that will receive Domestic Wastewater and generate Reuse Water in connection with the Water Reuse Project (“**Water Reclamation Facilities**”).

G. The City has entitlements to the beneficial use of water, whether by contract, interest in real property, or rights granted by the State or other governmental entity; these entitlements are identified in Exhibit A, which is attached and incorporated herein by this reference (“**City Water Rights**”).

H. The City is a Public Agency, it owns the City Water Rights, and it supplies retail water to its residents.

I. The City uses its Municipal System to divert the City Water Rights, or receive delivery of them, and to then deliver the City Water Rights to its retail customers. The City will use the Municipal System to receive delivery of Reuse Water from WCWCD at the Delivery Points and to then deliver the Reuse Water to its retail customers.

J. The City may construct, own, and operate a Wastewater Collection System or it may contract with a third party to own and operate all or a portion of the Wastewater Collection System.

K. Municipal Customers (other than the City), Retail Customers, Contract Users, and Non-RWSA Users may have entitlements to the beneficial use of water, whether by contract, interest in real property, or rights granted by the State or other governmental entity ("**MRC Water Rights**").

L. WCWCD has, or will, enter into Reuse Authorization Contracts with each Municipal Customer, Retail Customer, Contract User, or Non-RWSA User whose MRC Water Rights will be used in the Water Reuse Project or who will receive delivery of Reuse Water from the Water Reuse Project.

M. Delivery and beneficial use of the City Water Rights, District Water Supplies, and MRC Water Rights for culinary use generates Domestic Wastewater. Domestic Wastewater generated from beneficial use of the City Water Rights, District Water Supplies, and MRC Water Rights will be collected and conveyed to one or more Water Reclamation Facilities for treatment. WCWCD's planned Regional Reuse Purification System will receive Reuse Water generated from the Water Reclamation Facilities; convey the Reuse Water using the WCWCD Reuse Facilities; and then deliver it for beneficial use by the City, other Municipal Customers, Retail Customers, Contract Users, and Non-RWSA Users.

N. The City will deliver the Reuse Water it receives from WCWCD to the City's retail customers.

O. WCWCD desires to receive and deliver Reuse Water, as permitted by the Reuse Act. The City desires to authorize WCWCD to use the City Water Rights in connection with the Regional Reuse Purification System and to receive Reuse Water deliveries from WCWCD.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above-referenced recitals are incorporated into this Agreement by this reference.

2. Definitions.

a. "Applicable Law(s)" means applicable local, state, and federal laws, regulations, rules, and orders of any public authority, as the same may be amended and/or renumbered from time to time.

b. "Delivery Points" means each point of delivery under this Agreement from the WCWCD Reuse Facilities into the Municipal System ("**Delivery Points**").

c. “Non-RWSA User” means any water user that is not a party to the RWSA and has entered into a Reuse Authorization Contract with WCWCD that permits WCWCD to divert and use the Non-RWSA User’s MRC Water Rights or provides for delivery of Reuse Water from WCWCD to the Non-RWSA User.

d. “Regional Reuse Purification System” is a Water Reuse Project, as defined in the Reuse Act, and includes all water collection, conservation, development, storage, treatment, supply, transportation, and distribution facilities, hydroelectric generating, transmission and distribution facilities, and related facilities that are used to receive, convey, store, treat, and deliver Reuse Water.

e. “Reservoirs” means above or below ground water storage facilities that are (i) currently owned, jointly owned, operated, or jointly operated by WCWCD, including Sand Hollow Reservoir, Sand Hollow Aquifer Storage and Recovery, Quail Creek Reservoir, Gunlock Reservoir, Kolob Reservoir, Ivins Reservoir, and Chief Toquer Reservoir; or (ii) to be hereafter owned, jointly owned, operated, or jointly operated by WCWCD.

f. Reuse Act. The following capitalized terms shall have the meaning set forth in the Reuse Act, as it may be amended and/or renumbered from time to time: Domestic Wastewater; POTW; Public Agency; Reuse Authorization Contract; Reuse Water; and Water Reuse Project.

g. RWSA. The following capitalized terms shall have the meaning set forth in Section 1.1 (Definitions) of the RWSA, as it may be amended and/or renumbered from time to time: Contract Users; District Water Supplies; Existing Contract User; Municipal Customers; Municipal System; Raw Water; Retail Customers; Treated Water; Water Right; Water Supplies; and Wholesale Rate.

h. “Uncontrollable Forces” means (i) any cause beyond the reasonable control of the Party affected, including inadequate supply of water, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, accident, unlawful actions or omissions by others, and restraint by court or public authority, which, by exercise of due diligence and foresight, the Party could not reasonably have been expected to avoid, and (ii) the inability to acquire for any particular facility the necessary (A) financing, (B) environmental permits, (C) land use and other required authorizations, or (D) other permits or authorizations.

i. “Wastewater Collection System” means all collection, transmission, and related facilities, used to collect Domestic Wastewater from the City’s retail customers and convey it to a Water Reclamation Facility.

j. “WCWCD Reuse Facilities” includes all water collection, conservation, development, storage, treatment, supply, transportation, and distribution facilities, hydroelectric generating, transmission and distribution facilities, and related facilities used to receive, convey, store, treat and deliver Reuse Water that are (i) currently owned or operated by WCWCD; or (ii) to be hereafter owned or operated by WCWCD.

3. Term and Termination. This Agreement shall remain in full force and effect for fifty (50) years from the Effective Date; provided, however, that the Parties may (a) terminate this Agreement early through a written agreement signed by each Party or (b) extend the term of this Agreement through a written agreement signed by each Party.

4. Reuse Authorization. This Agreement shall constitute a Reuse Authorization Contract for purposes of Sections 73-3c-202(1) and 73-3c-102(7)(a) of the Reuse Act. The City consents to WCWCD's receipt of Reuse Water generated from the City Water Rights and delivery of that Reuse Water through the WCWCD Reuse Facilities and the Regional Reuse Purification System for beneficial use. In addition, the City, as owner of the City Water Rights, an entity that will engage in retail sale of Reuse Water from the Regional Reuse Purification System, and an entity that supplies retail water that will be replaced by Reuse Water, consents to receive delivery of Reuse Water from WCWCD. WCWCD acknowledges that that reuse must be consistent with the underlying City Water Rights, or a change application must be approved by the Utah State Engineer.

5. Permitting.

a. Permits.

i. The City, at its sole cost, shall obtain all local, state, and federal permits and approvals required by Applicable Laws to construct and operate the Municipal System.

ii. If the City owns or operates all, or a portion, of the Wastewater Collection System, it shall, at its sole cost, obtain all local, state, and federal permits and approvals required by Applicable Laws to construct and operate the Wastewater Collection System.

iii. WCWCD, at its sole cost, shall obtain all local, state, and federal permits and approvals required to construct and operate the WCWCD Reuse Facilities.

b. Reporting.

i. The City shall comply with all reporting requirements of the Utah State Engineer, Utah Division of Water Quality, and Applicable Laws for the City Water Rights, Municipal System, and, if the City owns or operates all, or a portion, of the Wastewater Collection System, the Wastewater Collection System.

ii. WCWCD shall comply with all reporting requirements of the Utah State Engineer, Utah Division of Water Quality, and Applicable Laws for the District Water Supplies and WCWCD Reuse Facilities.

c. Good Standing. Each Party agrees to file all subsequent applications, requests, reports, or other documents necessary to keep active and maintain in good standing the permits it obtained pursuant to this Section 5.

6. Construction.

a. Subject to Section 6(c), the City shall design, permit, construct, and install, at its sole cost, improvements and upgrades to, or future phases of, the Municipal System (i) in a safe, good, and workmanlike manner and in conformance with its designs and Applicable Law and (ii) as necessary to receive delivery of Reuse Water or District Water Supplies at the Delivery Points and deliver the Reuse Water or District Water Supplies to its retail customers in quantities contemplated by, and in accordance with the terms of, this Agreement.

b. Subject to Section 6(c), WCWCD shall, at its sole cost, design, permit, construct and install the WCWCD Reuse Facilities in a safe, good, and workmanlike manner and in conformance with relevant designs and Applicable Law.

c. The Parties shall cooperate in good faith during design of future improvements, upgrades, and phases of the Municipal System and WCWCD Reuse Facilities to ensure that the infrastructure is designed and constructed in a manner that allows each Party to fulfill its obligations under this Agreement.

7. Inspection.

a. During any period of construction on portions of the Municipal System in reasonable proximity to the Delivery Points, WCWCD's staff and consultants shall have the reasonable right of access to inspect, test, and observe any work thereon.

b. During any period of construction on portions of the WCWCD Reuse Facilities in reasonable proximity to the Delivery Points, the City's staff and consultants shall have the reasonable right of access to inspect, test, and observe any work thereon.

8. Operation and Maintenance.

a. The City shall perform all operations, maintenance, repair, and replacement ("O&M") on the Municipal System and its appurtenant facilities consistent with the terms of this Agreement and Section 9.1 (Operation of Municipal Customer Systems) of the RWSA; in a safe, good, and workmanlike manner; in compliance with Applicable Law; and in conformance with industry standards.

b. WCWCD shall perform all O&M on the WCWCD Reuse Facilities consistent with the terms of this Agreement; in a safe, good, and workmanlike manner; in compliance with Applicable Law; and in conformance with industry standards.

9. Delivery Points and Parties' Facilities. The Parties agree to cooperate in good faith to (a) define each Delivery Point and (b) distinguish between the end of the applicable WCWCD Reuse Facilities, which will be owned and operated by WCWCD in accordance with Section 8(b), and the beginning of the Municipal System, which will be owned and operated by the City in accordance with Section 8(a). The Parties shall agree upon the information required by Section 8(a)-(b) and include a description and depiction of this information as part of Exhibit B, which is attached and incorporated herein by this reference.

10. Reuse Water Treatment Standards. Reuse Water delivered by WCWCD through the WCWCD Reuse Facilities to the City may be Raw Water or Treated Water. At a minimum, all Reuse Water will be treated to permit Type I uses of Reuse Water, as set forth in Rule R317-3-11.4(A) of the Utah Administrative Code and Applicable Law, as these authorities may be amended and/or renumbered from time to time.

11. Water Right Ownership and Reuse Authorization Contracts.

a. WCWCD is the owner of all Water Rights held by WCWCD on the Effective Date, or subsequently acquired by WCWCD.

b. The City is the owner of all City Water Rights held by the City on the Effective Date, or subsequently acquired by the City. The City grants WCWCD the right to use Reuse Water attributable to the City Water Rights and deliver it for beneficial use within WCWCD's service area.

c. The MRC Water Rights are owned by the applicable Municipal Customer, Retail Customer, Contract User, or Non-RWSA User. WCWCD will enter into a separate Reuse Authorization Contract with each other Municipal Customer, Retail Customer, Contract User, and Non-RWSA User that grants WCWCD the right to use and deliver Reuse Water attributable to the applicable MRC Water Rights. The City acknowledges that WCWCD will have the right to use Reuse Water attributable to applicable MRC Water Rights pursuant to Reuse Authorization Contracts entered with Municipal Customers, Retail Customers, Contract Users, and Non-RWSA Users.

d. WCWCD's rights to use Reuse Water generated from the City Water Rights and MRC Water Rights shall be part of the District Water Supplies.

12. Water Deliveries.

a. City Water Rights.

i. *Minimum Delivery.* WCWCD will make available to the City a quantity of the District Water Supplies equal to the quantity of Reuse Water generated from the City Water Rights, less depletions, as calculated in accordance with Section 12(a)(ii) ("**Minimum Delivery**"). WCWCD may deliver District Water Supplies, other than Reuse Water generated from the City Water Rights, to satisfy the Minimum Delivery under this Section 12(a)(i).

ii. *Depletion Accounting.* The District's annual Minimum Delivery to the City under Section 12(a)(i) shall be calculated using the procedure set forth in Exhibit C, which is attached and incorporated herein by this reference.

iii. *Rate and Timing of Delivery.* Subject to the physical capacity of, and transit time through, the WCWCD Reuse Facilities, WCWCD will make the Minimum Delivery available to the City at the rate and times that Reuse Water generated from the City Water Rights is discharged from a Water Reclamation Facility.

iv. *Delivery Location.* WCWCD shall deliver the Minimum Delivery to the Delivery Points. WCWCD's deliveries shall be metered at or near the Delivery Points.

v. *Unused Minimum Delivery.* At the end of each calendar year, the City's entitlement to receive Minimum Delivery generated during that calendar year will expire.

vi. *Reservoir Storage.* If WCWCD has unused capacity available in one of the Reservoirs, it may, in its discretion, agree to store portions of the Minimum Delivery to facilitate the City's use of the Minimum Delivery. If WCWCD agrees to store portions of the Minimum Delivery, the Parties shall agree upon the timing, rate, and volume at which WCWCD will release the stored Minimum Delivery from the Reservoir to the City. This Agreement does not entitle the City to storage capacity in any of the Reservoirs.

b. Other Water Rights. When delivering water to the City pursuant to this Agreement and the RWSA, WCWCD will deliver District Water Supplies and, in its discretion, may deliver Reuse Water generated from District Water Rights or MRC Water Rights.

c. Non-RWSA Users. The City acknowledges that WCWCD may deliver Reuse Water, including Reuse Water generated from the City Water Rights, to Non-RWSA Users for the purpose of acquiring separate Water Supplies from the Non-RWSA Users, as needed to meet anticipated demand of Municipal Customers, Retail Customers, and Contract Users.

13. Water Right Applications.

a. Reuse Act Requirements. Because it may satisfy its delivery obligations under Section 12(a)(i) using District Water Supplies and it may acquire unused portions of the Minimum Delivery under Section 12(a)(v), WCWCD may want to deliver Reuse Water generated from the City Water Rights to areas within WCWCD's service area but outside the City's service area. Section 73-3c-202(2) of the Utah Code requires WCWCD's delivery of Reuse Water to be consistent with the underlying City Water Rights. If the City Water Rights do not permit beneficial use within WCWCD's service area, a change application may be required. To help fulfill its delivery obligations under this Agreement, WCWCD may want to file one or more change applications to authorize delivery of the City Water Rights within WCWCD's service area. WCWCD acknowledges and agrees that any change application filed under this Section 13 does not alter the City's ownership of the City Water Rights or the Minimum Delivery under Section 12(a)(i).

b. Change Applications.

i. To the extent that WCWCD desires to file a change application to modify one or more of the City Water Rights by authorizing delivery of Reuse Water within WCWCD's service area, it will prepare a draft change application and deliver it to the City for review and approval, which approval shall not be

unreasonably withheld, conditioned, or delayed. Upon approval, the City shall return a signed copy of the change application to WCWCD. WCWCD will then, at its sole cost, file the change application and prosecute it. In the event that (A) a change application is protested, (B) approval of a change application is subject to a request for reconsideration or petition for judicial review, (C) the Utah State Engineer rejects a change application, or (D) the Utah State Engineer imposes conditions on approval of a change application that WCWCD deems unacceptable, WCWCD shall decide whether or how to continue to prosecute the change application to a final, non-appealable Order that is satisfactory to WCWCD. If any of the conditions in this Section 13(b)(i)(A)-(D) are met, WCWCD may elect to withdraw the change application or stop prosecuting it.

ii. WCWCD may, in accordance with the procedures set forth in this Section, (A) file one or more change applications to modify the City Water Rights and (B) file a new change application to replace a previously approved change application that WCWCD filed under this Section.

iii. The City agrees to cooperate with WCWCD, at WCWCD's request, in the preparation, filing, and prosecution of any change application permitted by this Section.

c. Reporting, Good Standing.

i. Consistent with Section 5(b)(i), the City shall comply with the Utah State Engineer's reporting requirements for any change application filed and approved pursuant to this Section.

ii. Consistent with Section 5(c), the City shall file all subsequent applications, requests, reports, or other documents necessary to keep active and maintain in good standing any change application filed and approved pursuant to this Section.

iii. WCWCD will provide documents and information in its possession, and otherwise cooperate, to help the City comply with its obligations under Sections 13(c)(i)-(ii).

14. Rates. The City shall pay the Wholesale Rate for all water deliveries from WCWCD to the City made pursuant to this Agreement. The Wholesale Rate will be set and revised, and invoiced, paid, and collected, in accordance with Article 8 (Charges and Payments) of the RWSA, as it may be amended and/or renumbered from time to time. The Wholesale Rate may have separate components for Treated Water and Raw Water, as provided in Sections 8.5.1 (Purpose and Level of Wholesale Rate) and 8.5.2 (Considerations in Setting Charge) of the RWSA. WCWCD will periodically update the Wholesale Rate using the procedure set forth in Section 8.7 (Periodic Review of Charges) of the RWSA.

15. Secondary Metering.

a. The City shall comply with the requirements of Section 73-10-34 of the Utah Code, as it may be amended and/or renumbered from time to time. If the City obtains an exemption from meter installation requirements pursuant to Section 73-10-34(10) of the Utah Code, as it may be amended and/or renumbered from time to time (“**Section 34(10)**”) the City shall:

i. For any new secondary water connection, for which the City’s design review began after January 1, 2025, install and maintain (or require the installation of) a meter box and meter set capable of accommodating a secondary water meter and AMI unit.

ii. If an existing secondary water connection does not have a meter box and meter set, and either the City or customer replaces a portion of the secondary water service lateral, or a portion of the secondary water pipeline supplying the secondary water service lateral, as part of the replacement project, install (or require the installation of) a meter box and meter set capable of accommodating a secondary water meter and AMI unit for each secondary water connection on a secondary water service lateral that is (A) replaced in connection with the replacement project or (B) connected to the portion of the secondary water pipeline that is replaced as part of the replacement project.

b. For any secondary water connection that is no longer subject to an exemption under Section 34(10), within six months of the date on which the secondary water connection stops qualifying for an exemption, install and maintain (or require the installation of) a water meter and AMI unit at the applicable secondary water connections.

c. The term “secondary water connection” has the meaning set forth in Section 73-10-34(1)(j) of the Utah Code.

16. Mutual Indemnity. The Parties are “governmental entities” as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et. seq.). Nothing in this Agreement will be construed as a waiver by either or both Parties of any rights, limits, protections, or defenses provided by the Utah Governmental Immunity Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a Party to this Agreement is otherwise entitled. Subject to and consistent with the Utah Governmental Immunity Act, each Party (as the “**Indemnifying Party**”) shall indemnify, defend, and hold harmless the other Party and its Board, City Council, managers, members, agents, and employees (collectively, the “**Indemnified Party**”) from and against all claims and liabilities (including reasonable attorney’s fees and court costs) caused by or arising out of any third-party claim alleging: (a) a negligent or more culpable act or omission of the Indemnifying Party, including any reckless or willful misconduct, in connection with the performance of its obligations under this Agreement, (b) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable act or omission of the Indemnifying Party, including any reckless or willful misconduct, or (c) violation of Applicable Laws by the Indemnifying Party, except to the extent a claim or liability under Section 16(a) and (b) results from the gross negligence, recklessness, or willful misconduct of the Indemnified Party.

17. Default.

a. Subject to Section 17(b), if a Party fails to perform its obligations hereunder, or comply with the terms and provisions hereof, and such failure remains uncured for a period of thirty (30) days ("**Cure Period**") after receiving written notice of default from the non-breaching Party, then the non-breaching Party may, in its discretion, pursue all rights and remedies which it may have at law and in equity, including but not limited to injunctive relief, specific performance, damages, and/or termination of the Agreement;

b. If a default described in Section 17(a) cannot reasonably be cured within the Cure Period, and the defaulting Party has commenced to cure such default within the Cure Period and thereafter uses reasonable efforts to cure the default, then the Cure Period shall be extended so long as the defaulting Party continues diligently pursuing cure of the default.

18. Force Majeure. No Party shall be considered to be in default with respect to any obligation herein and no Party shall forfeit any right provided herein if the defaulting Party was prevented from fulfilling such obligation or exercising such right by reason of Uncontrollable Forces. A Party rendered unable to fulfill any obligation or exercise any right by reason of Uncontrollable Forces shall use every reasonable effort to remove such inability with all reasonable dispatch.

19. Notice. Any and all notices, demands, or other communications required pursuant to this Agreement must be in writing and shall have been properly given and effective when received by the Party to be noticed, or when deposited in the United States mail, certified or registered, or when deposited with a nationally recognized overnight delivery service which keeps receipts of delivery, to the following addresses:

To WCWCD at:
Washington County Water Conservancy District
Attn: General Manager
533 East Waterworks Drive
St. George, Utah 84770

To City at:
[City's Name]
[City's Address]

Either Party may change its address for the purpose of receiving notices, demands and other communications set forth in this Agreement by providing written notice in the manner set forth above.

20. Further Assurances.

a. The Parties to this Agreement agree to do such further acts, take such action, and to execute and deliver to each other such additional agreements, certificates, documents, applications, and instruments as may reasonably be required or deemed advisable to effect the purposes of this Agreement.

b. Each Party (as the “**Non-Financing Party**”) acknowledges that the other Party (as the “**Financing Party**”) may finance or refinance design, construction, and operation of the WCWCD Reuse Facilities (in the case of WCWCD) or the Municipal System or portions of the Wastewater Collection System owned by the City (in the case of the City) from time to time with bonds, loans, grants, and other financial instruments (“**Instruments**”). The Non-Financing Party shall execute all agreements, consents, certificates, and other documents reasonably requested in order that any Instruments be issued in compliance with Applicable Laws, and shall provide whatever additional information is reasonably requested by the Financing Party in connection with complying with Applicable Laws. The Non-Financing Party agrees to comply with requirements set forth by bondholders, lenders, or similar parties as necessary for the Financing Party to secure and maintain the Instruments.

21. Assignment. Except as provided in Section 22, or as otherwise agreed to by the Parties in writing, neither WCWCD nor City may assign or otherwise transfer any of its rights or obligations under this Agreement and any such purported assignment or other transfer shall be void.

22. Permitted Assignments. A Financing Party may assign any of its rights and obligations under this Agreement in connection with the Instruments.

23. Binding Effect. This Agreement shall bind and benefit the respective successors and assigns of the Parties.

24. No Relationship. Nothing in this Agreement creates, or is intended to create, any interlocal entity, partnership, joint venture, or fiduciary relationship between the Parties.

25. No Third-Party Rights. The obligations of WCWCD and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties not a party to this Agreement.

26. Entire Agreement. This Agreement, together with the Exhibits attached hereto, and the RWSA collectively contain the entire agreement by and between the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements, or understanding between the Parties which are not contained herein. If there is any conflict or inconsistency between this Agreement and the RWSA, the RWSA shall control.

27. No Waiver. Any Party’s failure to enforce any of the provisions of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may be waived only in writing by the Party intended to be benefitted by the provision, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provision.

28. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a final decision of a court of competent jurisdiction, any enforceable portion thereof, and the remaining provisions of this Agreement, shall continue in full force and effect.

29. Governing Law and Venue. The laws of the State of Utah shall govern this Agreement and the transactions contemplated by this Agreement, without giving effect to the choice of law rules thereof. The Parties agree that any judicial action associated with this Agreement shall be taken in the St. George District Court of the Fifth Judicial District of the State of Utah.

30. Amendment. This Agreement may only be amended, modified, or supplemented by a written agreement signed by WCWCD and the City.

31. Interpretation. The Parties hereto acknowledge and agree that: (i) each Party has had a full and fair opportunity to have counsel review and to negotiate the terms of this Agreement; and (ii) the terms and provisions of the Agreement shall be construed fairly to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

32. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.

33. Counterparts. This Agreement may be signed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. The Parties intend that fax or emailed .pdf signatures constitute original signatures and that a faxed or emailed agreement containing the signatures (original, .pdf, or faxed) of all the Parties is binding on the Parties.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the Effective Date.

**WASHINGTON COUNTY WATER CONSERVANCY
DISTRICT**, a Utah water conservancy district

By: _____
Name: Ed Bowler
Its: Chair, Board of Trustees

ATTEST:

Secretary, Board of Trustees

APPROVED AS TO FORM:

By: Jodi Richins, WCWCD's Counsel

[CITY'S NAME], a municipal corporation and political subdivision of the State of Utah

By: _____
Name: _____
Its: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

By: _____
Name: _____
Its: City Attorney

Exhibit A
[To City Reuse Authorization Contract]

City Water Rights

Exhibit B
[To City Reuse Authorization Contract]

Delivery Points

[Before WCWCD delivers water to a Delivery Point pursuant to the terms of this Agreement, the Parties will identify, describe, and provide a depiction of the Delivery Point under Section 9. The description and depiction will distinguish between the WCWCD Reuse Facilities and Municipal System.]

Exhibit C
[To City Reuse Authorization Contract]

Procedure for Depletion Accounting

WCWCD's Minimum Delivery to the City under Section 12(a)(i) shall be calculated by identifying the quantity of the City Water Rights diverted and delivered for indoor use and subtracting (A) depletions and losses that occur between the City Water Rights' points of diversion and the outfall of the applicable Water Reclamation Facility, calculated based on Utah State Engineer's Orders approving Reuse Applications and supporting documentation; and (B) 17% for depletions and losses between the outfall of the applicable Water Reclamation Facility and the Delivery Points, including depletions and losses associated with transit loss and evaporation ("**Depletion Estimate**"). WCWCD may amend the Depletion Estimate based on its future analysis of depletions and losses. If WCWCD amends the Depletion Estimate, it shall provide written notice to the City with a brief explanation of the basis for the change.

Independent Contractor Agreement
Zion Regional Collaborative Coordinator

This INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") has an effective date of February__, 2024 (the "Effective Date") and is entered by and between **Emily Friedman**, an individual (the "Coordinator"), and the following entities that will be collectively referred to in this Agreement as the "Clients": **City of Hurricane**, a Utah municipal corporation ("Hurricane"); **City of La Verkin**, a Utah municipal corporation ("La Verkin"); **Town of Rockville**, a Utah municipal corporation ("Rockville"); **Town of Springdale**, a Utah municipal corporation ("Springdale"); **Town of Virgin**, a Utah municipal corporation ("Virgin"); **Iron County**, a political subdivision of the State of Utah ("Iron County"); and Zion Natural History Association, a Utah non-profit corporation doing business as **Zion Forever Project** ("Zion Forever Project"). The Coordinator and the Clients are referred to in this Agreement as the "Parties."

RECITALS

A. The Zion Regional Collaborative ("ZRC") is an informal association of municipalities, public land management agencies, state agencies, and other interested parties that provides regional planning and coordination in the Zion Canyon area;

B. The Clients actively participate in the ZRC, and they recognize ZRC's value in promoting effective communication, addressing regional challenges, and developing regionally beneficial projects; and

C. The Clients have determined that the ZRC is best served by engaging a ZRC coordinator who could serve as an independent contractor; and

D. The ZRC's coordinating council approved this course of action during a June 2020 ZRC workshop; and

E. The Parties to this Agreement believe an independent contractor position will maintain the independence and sustainability of the ZRC; and

F. The Clients would like to engage the Coordinator to provide project management, workshop coordination, facilitation of regional communication, and other associated services under the terms and conditions of this Agreement; and

G. The Coordinator has the expertise, experience, and training to provide the services required under this Agreement; and

H. The Coordinator is willing to provide project management, workshop coordination, facilitation of regional communication, and other associated services under the terms and conditions of this Agreement.

AGREEMENT TERMS

The Coordinator and the Clients agree to the following terms:

1. Independent Coordinator. Subject to the terms and conditions of this Agreement, the Clients hereby engage Coordinator as an independent Coordinator to perform the services identified in Section 2, and Coordinator hereby accepts this engagement. The “Term” of this Agreement begins on February ____, 2024 and ends on February ____, 2025, unless this Agreement is terminated earlier in accordance with its terms.

2. Coordinator’s Services. During the Term of this Agreement, Coordinator shall provide the following services (hereafter the “Services”):

a. Promote efforts that enhance or protect the Zion region’s assets, which include, but are not limited to community character and quality of life, economic vitality, quality of visitor experience, environmental well-being, natural assets, and scenic qualities, recreational opportunities, and historical, cultural, or archeological assets;

b. Coordinate communication among agencies and organizations regarding all projects and efforts of the ZRC and cooperate with state, federal, local governments, as well as private landowners and organizations to implement the purposes and goals of the ZRC coordinating council as broadly established in the ZRC’s Purpose and Protocols document, determined yearly as part of the Coordinator Work Plan, and/or defined by a consensus of the ZRC coordinating council during workshops;

c. Manage projects as directed by the ZRC, including but not limited to design and construction of the proposed regional, multi-use trail and development of the regional mobile application;

d. Strategic planning for the ZRC;

e. All of the scope of services outlined in **Exhibit A** to this Agreement;

f. Report monthly to the ZRC guiding subcommittee concerning progress on projects and Workshops and follow up with individuals who were not able to attend the Progress Check within one week; and

g. Additional projects at the request of the ZRC coordinating council.

3. Compensation. Coordinator’s monthly compensation for Services rendered during the Term of this Agreement shall be \$43,650. Compensation will be paid in accordance with this Section 3. Coordinator must submit a monthly invoice to Springdale for past Services rendered under this Agreement. Invoices will be submitted by the 15th of each month. Within 10 days of

receipt of a timely monthly invoice for services rendered during the Term, Springdale will issue payment of \$3,637.50 to Coordinator. If this Agreement is terminated early, Springdale will issue only a partial payment on a pro rata basis based on the number of days in the month the Agreement is terminated.

4. Travel and Reimbursement. The Coordinator will cover all costs of the Coordinator's transportation. The Clients will not compensate the Coordinator with any mileage reimbursement. Coordinator is not expected to contribute to supply costs of ZRC workshops or meetings. If Coordinator wishes to incur an expense related to the services, Coordinator must obtain prior approval of the expenditure from the ZRC. To obtain a reimbursement, the Coordinator shall submit documentation for the approval of the expenditure and a receipt, and Springdale will issue a reimbursement check to the Coordinator. The Clients agree to share equally in the cost of reimbursements paid under this Section 4.

5. Termination. This Agreement may be terminated upon any of the following grounds:

- a. Three or more of the Clients vote to terminate the Agreement;
- b. Death of Coordinator;
- c. Coordinator is unable to perform the Services because of a physical or mental disability;
- d. Coordinator fails to cure any breach of this Agreement within 10 days of receipt of written notice by one of the Clients to cure such breach; and
- e. An event or circumstance that is outside the control of the Parties prevents the Coordinator from performing the obligations of this Agreement

6. Coordinator's Status; Nonexclusive Contract. The Coordinator is an independent contractor. The Coordinator is not an agent of the Clients or any of the organizations who participate in the ZRC. The Coordinator shall not enter into any contract that has the effect of creating any obligation for any of the Parties. The Coordinator may undertake other employment during the Term of this Agreement only if that employment does not interfere with the Coordinator's Services provided under this Agreement. The Coordinator shall act in good faith in accepting employment that could overlap with the responsibilities and geographic area of this contract.

7. Contributions for Coordinator's Compensation. The Clients agree to share in the cost of the Coordinator's compensation in accordance with the following schedule:

<u>Participating Entity</u>	<u>Total Contribution</u>
Hurricane	\$10,000
La Verkin	\$6,500
Rockville	\$1,650
Springdale	\$11,000*
Virgin	\$3,000
Iron County	\$4,000
Zion Forever Project	\$7,500

These parties shall submit the contribution specified above to the Town of Springdale within 30 days of receiving an invoice from Springdale.

* In order to fund the ongoing operation of the ZRC, including the February 1, 2024 quarterly workshop, Springdale will pay a portion of its contribution directly to the Coordinator prior to the formal effective date of this agreement. The Coordinator will bill Springdale directly for the expense of one quarterly workshop (\$1,200) plus the Coordinator's time, consistent with the hourly estimates shown in Exhibit A, compensated at \$80.00 per hour. These costs will be deducted from Springdale's contribution as shown in the table above. Springdale's actual contribution after the effective date of this Agreement will be adjusted to be the difference between what is shown in the table above and the amount paid to the Coordinator between January 12, 2024 and the effective date of this Agreement.

8. Nature of Independent Contractor Relationship. The Parties expressly acknowledge and agree to the following:

- a. The Clients and ZRC are entitled to all of the benefits arising from or incident to the Services performed by Coordinator under this Agreement;
- b. The Clients will not control the manner, means, or methods of the Services provided under this Agreement; and
- c. Coordinator will use Coordinator's best efforts to provide the Services to the satisfaction of the Clients and the ZRC.

9. Contractor's Payment of Taxes, Insurance, and other Expenses. Because the Coordinator is engaged on an independent contractor basis, and not as an employee, the Clients will not offer Coordinator any benefits, including medical insurance, unemployment insurance, worker's compensation insurance, dental insurance, or any other benefit offered. Additionally, the Clients will not pay any federal, state, or local taxes in connection with any amounts paid to Coordinator for the performance of the Services under this Agreement. Coordinator shall be responsible for the payment of all taxes payable with respect to all amounts paid to Coordinator

under this Agreement. Coordinator shall assume all responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws.

10. Modifications. A modification of, or amendment to, any provision contained in this Agreement will be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

11. Assignment and Subcontracting. Coordinator shall not assign or subcontract any duties or responsibilities under this Agreement. Any attempted assignment of this Agreement is void.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and none other.

13. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in the form of a writing. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action.

14. Attorney's Fees and Costs. In the event that any legal action is filed to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of costs and attorneys' fees from the non-prevailing party.

15. Segregation. In the event one or more of the provisions of this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Further Assurances. Each Party hereto agrees upon request to execute in a timely manner any further documents or instruments reasonably necessary or desirable to carry out the purposes or intent of this Agreement.

17. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with regard to the specific subject matter hereof, and no Party shall be liable or bound by any representation, warranty, covenant or agreement except as specifically set forth herein. Any previous agreement (whether written, oral or implied) among the Parties relative to the specific subject matter hereof is superseded by this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, by original or facsimile signature, each of which will be considered an original.

Town of Springdale

Mayor Barbara Bruno

Attest

Town of Virgin

Mayor Jean Krause

Attest

City of Hurricane

Mayor Nanette Billings

Attest

Town of Rockville

Mayor Pam Leach

Attest

City of La Verkin

Mayor Kelly Wilson

Attest

**Zion Natural History Association, a Utah
non-profit corporation**

By: Natalie Britt
Its: President and CEO

Iron County

Independent Contractor

Emily Friedman

Attest

EXHIBIT A SCOPE OF WORK

ZRC Coordinator Independent Contractor 2024 Work Task Priorities

The ZRC Coordinator will accomplish the following tasks as priorities during the course of the contract. These work tasks are flexible and this list of priorities can be adjusted by mutual agreement of the parties to this Agreement and under the direction of the ZRC Guiding Subcommittee.

All hourly estimates are calculated annually, unless otherwise indicated.

Blueprint ZRC / ZRC Decision Making Matrix

- Outreach to and coordination with Utah Tech and Guiding SC: 1 hour/month
- *If Blueprint is completed*, conducting outreach to ZRC Partners and others to share/distribute Blueprint. Ensure ZRC Decision Making Matrix is included in the Blueprint and is used in future ZRC decision making process: 20 hours

Zion Region Trails Collaborative *(if grant is approved)*

- Scheduling meetings, coordinating agenda with Doug, finalizing meeting location, sending meeting reminders, attending meeting, and drafting meeting minutes: ~16 hours per quarter
- Drafting a NEPA RFP for Guacamole Mesa, distributing RFP, reviewing proposals, coordinating with the state and ZRTC on contractor selection, finalizing a contract: ~10 hours
- Coordinating with the contractor, BLM, and state, supporting NEPA-mandated public engagement: ~25 hours
- Drafting an RFP for Guacamole Mesa trailhead design/construction, distributing RFP, reviewing proposals, coordinating with the state and ZRTC on contractor selection, finalizing a contract: ~10 hours
- Coordinating with the contractor, BLM, state, and other stakeholders on design/construction of Guacamole Mesa trailhead: ~25 hours
- Finalizing project, reporting to state, assorted other responsibilities: ~30 hours
- Identifying other funding resources, coordinating/drafting/submitting grant applications for ZRTC priority projects: ~25 hours

Zion Region Trails Collaborative *(if grant is not approved)*

- Scheduling meetings, coordinating agenda with Doug, finalizing meeting location, sending meeting reminders, attending meeting, and drafting meeting minutes: ~16 hours per quarter
- Identifying other funding resources for Guacamole Mesa NEPA and trailhead infrastructure, coordinating, drafting, and submitting grant applications: ~40 hours
- Identifying other funding resources, coordinating/drafting/submitting grant applications for ZRTC priority projects: ~60 hours

Zion Scenic Byway (if grant is approved)

- Drafting and distributing an RFP for the CMP update, convening Scenic Byway Committee for review, coordinating with Byway Committee and Guiding SC on contractor selection, finalizing contract: ~10 hours
- Coordinating with the contractor, Byway Committee, and Guiding SC on Corridor Management Plan update logistics: ~60 hours
- Convening ZRC Scenic Byway Committee for regular meetings to discuss CMP update, designing agenda, and drafting meeting minutes: ~60 hours

Zion Scenic Byway (if grant is not approved)

- Identifying other funding opportunities for CMP update, drafting/coordinating/submitting grant applications, organizing match funding: ~30 hours

ZRC Quarterly Workshops

- Logistical expenses for coordinator (Travel from VT to UT, hotels/lodging, car rental, per diem for food): ~\$1,200 per workshop/~40 hours in labor (?)
Drafting agenda in coordination with Guiding SC, distributing agenda and meeting reminders, developing presentation slides, collaborating on event outreach with ZRC Exec committee, coordinating Workshop location/refreshments, conducting outreach to and finalizing speakers, drafting meeting minutes: ~50 hours per workshop

ZRC Guiding Subcommittee (and Executive Committee)

- Attending meetings, coordinating agenda with Exec Committee, drafting Coordinator update, and sending any relevant meeting notes: ~4 hours monthly

The following work tasks can be substituted for any task listed above on an hour per hour equivalency, at the direction of the ZRC Guiding Subcommittee.

- Conducting new outreach to potential ZRC partners (Autumn Gillard, Kane County, Toquerville, etc.), scheduling and coordinating meetings, sharing relevant content: ~6 hours per month
- Coordinating project or issue-specific forums (Past: Sheep Bridge area; Proposed: Kolob Canyons - recommendation from Maria and Marilyn), drafting invite list, scheduling a forum, coordinating a location, drafting an agenda, sending out invitations, attending forum, drafting summary/minutes: ~40 hours per forum
- Managing ZRC representative turnover through research/monitoring following by email/phone outreach: ~10 hours per representative
- General monitoring of the region through reviewing Google Alerts, reading articles (Spectrum and SGN), etc.: 1 hour per week
- Drafting letters and submitting to Guiding SC for approval: ~1 hour/month
- Conduct outreach to Leslie/Washington County regarding project status: ~1 hour/month



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

Blair Gubler
Micah Gubler
Richard Hirschi
Darren Prince
Patricia Wise

Kyle Gubler
City Administrator

Kelly B. Wilson
Mayor

Council Members

November 26, 2024

Aaron Langston
State of Utah School and Institutional Trust Lands Administration
1593 Grapevine Crossing
Washington, Utah 84078

Re: Development Strategies for SITLA Property in LaVerkin

Dear Mr. Langston:

This letter is in furtherance of our meeting on November 4, 2024 in which we discussed various development strategies for the SITLA property located on the east bench area of LaVerkin.

Specifically, we want to acknowledge the critical need for development projects within LaVerkin which include attainable housing for people who are otherwise unable to afford the extremely high cost of housing. We believe that the potential for development of the SITLA property in LaVerkin offers a unique opportunity for maximizing the value of SITLA's property while at the same time providing such attainable housing for LaVerkin residents.

To help achieve these objectives, the City is willing to consider various strategies to facilitate development of attainable housing on the SITLA property. These strategies might include adjustment of zoning regulations, entering into public-private partnerships, reducing impact fees, and other mutually beneficial alternatives.

We look forward to further discussions regarding the development of the SITLA property in a way that both serves the goals of SITLA and meets the needs of LaVerkin City and its residents.

If you have any questions or would like to further discuss any aspect of this letter as it pertains to the SITLA property, please feel free to give me a call or set up a meeting at any time that's convenient for you and the city.

Thanks.

Sincerely,

Kelly Wilson
Mayor

cc: LaVerkin City Council

Capital Improvement Priority List				
Rank	Name	Description	Estimated Cost	Possible Funding Source
Roads & Infrastructure				
1	Main Street Sidewalks	From Center Street going North to 500 North (SR9) - Phase 2 as grant money is available (East side of Main Street)	\$ 180,000.00	
2	Irrigation System	Move water lines into the street, replace old lines, replace valves, etc....	\$ 16,000,000.00	
3	Main Street Sidewalks	From Center Street going South to 300 South - Phase 3 as money is available (both sides of the road)	\$ 220,000.00	
4	300 North	From Main to State, widen, curb, gutter sidewalks, pavement & infrastructure	\$ 650,000.00	
5	300 South Dog Shelter Road	Improve and Construct from 300 South to Pheasant Glen through Hardy property	\$ 750,000.00	
6	100 West Pavement project	Pave 100 West down to the filter station by the river	\$ 40,000.00	
7	Drainage - Phase 1	Follow master storm drainage plan - done in phases	Pending	
8	Drainage - Phase 2	Follow master storm drainage plan - done in phases	Pending	
9	Drainage - Phase 3	Follow master storm drainage plan - done in phases	Pending	
Public Safety				
1	Lower Water Tank Security	Add at least on additional camera for security	\$ 4,000.00	
2	Upper Water Tank	Add at least on additional camera for security	\$ 4,000.00	
3	Camera's on 111 South Main	Add more cameras to 111 South Main (Inside & Outside)	\$ 5,000.00	
Parks & Recreation				
1	Improvements to the "L"	Add concrete/stucco and lights to the "L" on the hill	\$ 40,000.00	
2	Bathroom at Riverwood Park	New Bathroom at Riverwood Park	\$ 150,000.00	
3	300 South Parking Area	Upgrades to Park at 300 South by Animal Control Building	\$ 25,000.00	
4	Landscaping on State Street	City property in front of Stowell's Trailer Park & Park at 300 North and State Street	\$ 25,000.00	
5	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	Pending Wanlass Park	
6	Band Shelter in Wanlass Park	Construct a Band Shelter in Wanlass Park	Pending Wanlass Park	
7	Bathroom at Rim to River Trailhead	Install a new bathroom by the parking lot of the Rim to River Trailhead	\$ 150,000.00	
8	Riverwood Recreational Fields	Softball, Little League, Open Park Space, Fishing Pond, Dog Park, etc....	\$ 1,000,000.00	
9	Pavilion at Power Plant Park	Add a small Pavilion at Power Plant Park	\$ 120,000.00	
10	Pavilion at 111 South Main	Add a pavilion and improve the grounds behind old white church	\$ 120,000.00	
11	Playground at Power Plant Park	Add a playground area at Power Plant Park	\$ 200,000.00	
Economic Development				
1	Welcome to La Verkin	Build a "Welcome to La Verkin" sign on SR-17 - North end of town by Bringham Lane	\$ 100,000.00	
2	Beautify wall by the La Verkin Bridge	Update the aesthetics of the wall by the La Verkin Bridge over the river	\$ 25,000.00	
4	Business Industrial Park	Locate property in La Verkin, zone for light industrial use	Unknown	
5	Visitor Information & Signage	Kiosks and Signs to let travelers know important information	\$ 30,000.00	

Buildings & Grounds				
1	Wall at the Cemetery	Build an 8' wall on the north side of the Cemetery	\$	65,000.00
2	Improve 111 South Main - Inside & out	Remodel bathrooms, upgrade gym, get fireplace outside fixed up, fix basketball courts, basic repair upgrades	\$	350,000.00
3	Purchase La Verkin Elementary	Purchase LVES from Washington County School District for New City Office	Appraised Value	
4	Add on to existing office	City Office at 435 North Main Street, add on to include new council chambers and offices	\$	750,000.00
5	Add on to Public Works Building	Add an office and meeting room to the existing public work building	\$	75,000.00
			Updated	1/1/2025

Completed

In Progress

Certificate of Completion

Utah Open and Public Meeting Training

I, Kelly B. Wilson, Mayor of LaVerkin City, Utah, do hereby certify that the following individuals have completed the annual training required by Utah Code Ann. Title 63G Chapter 22, State Training and Certification Requirements, with respect to the Utah Open and Public Meetings Act by viewing the video provided by the Office of the Utah State Auditor during a regular meeting of the LaVerkin City Council on December 3, 2023:

Kelly B. Wilson, Mayor

Kyle Gubler, City Administrator

Nancy Cline, City Recorder

Darren Prince, City Council Member

Blair Gubler, City Council Member

Micah Gubler, City Council Member

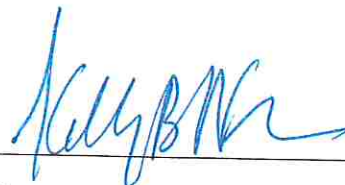
Richard Hirschi, City Council Member

Patricia Wise, City Council Member

Others:

John Valenti

Dated this 4th day of December, 2024.



Kelly B. Wilson, Mayor

