



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

La Verkin City Council Meeting Amended Agenda
Wednesday, February 5, 2025, 6:00 p.m.
Council Chambers, 111 S. Main, La Verkin, Utah

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

B. Presentation:

1. Hurricane High School Robotics
2. Hurricane Fire District report

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: January 15, 2025, regular meeting.
4. Checks and Invoices: \$ 212,024.54

D. Business:

1. Presentation, discussion, and possible action to approve Five County general plan update.
2. Discussion, and possible action to set a public hearing for Wednesday, February 19, 2025, for the selling of city property 385 North State Street.
3. Presentation, discussion, and possible action to amend the La Verkin Mesa Project Development Agreement, pending the Credit Unions approval.
4. Presentation, discussion, and possible action to approve the City Administrators' contract.

E. Mayor & Council Reports:

Mayor Wilson:

Blair Gubler:

Wise:

Micah Gubler:

Hirschi:

Prince:

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

G. Adjourn:

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

Certificate of Posting

The undersigned City Recorder does hereby certify that the agenda was sent to each member of the governing body, sent to the 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 January 31, 2025

Nancy Cline, City Recorder

City of La Verkin

435 North Main St., La Verkin, Utah, 84745
(435) 635-2581 Fax (435) 635-2104
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La Verkin City Council Work Meeting Minutes

Wednesday, January 15, 2025, 5:30 pm.

111 S. Main, La Verkin, Utah

Present: Mayor Kelly Wilson; Council Members: Patricia Wise, Blair Gubler, Richard Hirschi, and Darren Prince; Staff: Kyle Gubler, Derek Imlay, and Nancy Cline, Public; Mark Anderson with Zion Bank.

Called to Order –Mayor Wilson called the work meeting to order at 5:30 pm.

1. Discussion regarding the PID.

Mayor Wilson welcomed everyone and said this work meeting was about the purpose of the PID (Public Infrastructure District) and how we could use it to help us in the community. They will discuss whether the council would change the Development Agreement to include a PID to give the developer confidence that we will look at it.

Councilwoman Wise asked if they wanted them to approve a PID in tonight's city council meeting.

Kyle Gubler explained that no, as far as now, if we were willing to add that language to the development agreement. We had the language in the formal development agreement, and the bank representatives had us take it out, but they just wanted that language in. We're not committing the city to anything. We are only assuring them that the city will look at an application. Then, we will develop a PID policy with the help of Mark and Randy at Gilmore Bell. He didn't see any harm in letting the developer know that we're willing to change the development agreement and have language that says we would entertain a PID application. Fay said they could meet all the criteria that came with the PID and do everything we asked them, and the city council could still say no, we don't want to do it. We are not committed until the very end.

Mayor Wilson asked if the council would agree to the change in the development agreement and it would be on the next agenda.

Councilwoman Wise agreed she would be willing to if it was clear that the PID statement had not been determined. She didn't want to agree to anything other than the possibility of it, and she didn't want to be pressured into a PID agreement.

Mayor Wilson replied that they would not agree tonight but get a feel for how the council feels about PID. Richard Hirschi, Patricia Wise, and Blair Gubler agreed they would be open to amending the Development agreement. He asked Mark to inform the council how the PID is used and how to develop a good policy for La Verkin.

Mark explained that a public infrastructure district is a financing tool. It gives developers a lower capital cost to fund development improvement. As you're aware, if you choose to create a PID, there's no financial obligation to the city, with the creation of a separate governmental entity. There are different ways to repay a PID; one is through a limited tax; another is through a special assessment. The value of the PID policy is that it gives you something to measure as a community: what is being requested, how that might benefit the city, and how it aligns with your community master plan. It can also be used to incentivize development. Where there's a specific type of development that you want to encourage or possibly accelerate the development of by giving them easier access to financing for the city, if the developer is thoughtful and responsive in providing all the information the city is requesting, they'll give you a good understanding of what the project really will do for your community and how it fits in with your objectives as a community. He thought that's an important part, so you understand precisely what you're getting into by the information provided. Many communities have used this to get the retail infrastructure in and accelerate the development process of maybe job-creating commercial developments. This helps the developer do some things in your community that they wouldn't otherwise be able

to do, or accelerate development that the city wants to encourage? And if it works for you, he thought it would be an excellent opportunity for you to do that. Without this financing tool, would the project not be possible? Those are the kinds of things that you look for in whether you want to offer this. Many legislative bodies are reluctant to use PID because they know property taxes are higher than residential development. That's a concern he has seen with other elected officials, who are not excited to pass on higher property taxes, even though there is an obligation to make purchasers aware that they will have these additional tax beyond their normal tax.

Kyle asked if we should include in the PID that we want public facilities or if it should be in the development agreement when it comes through.

Mark replied that in your criteria section, you could say that you're looking for development that would create public facilities and add additional amenities to the community, enticing the city to support a PID.

Mayor Wilson added that they're considering possibly doing a PID for this project because the infrastructure cost is too high for anyone to pay. Doing a PID would make it much easier for that property to be developed than waiting for somebody who comes in and has enough money to put in infrastructure. We could determine what infrastructure they could use the money for.

Mark replied that they should detail in the PID application how much money they expect to borrow and what money will be used to finance it.

Councilwoman Wise asked in section two criteria for evaluating information of a proposed PID, which says PID consists of commercial and industrial uses planning to levy more than 10 mills for repayment, and then for residential, up to 10 mills. It sounds like they give you a ballpark of whether they can do it, but that could change as they get into it. So how do we protect future residential homeowners if we agree to the PID at three mills and it ends up being six?

Mark replied that the governing document that would be approved by the city would limit the mill levy to whatever the city determined, and the city wouldn't be able to levy a tax higher than what the city council had authorized.

Councilwoman Wise continued the PID policy statement, saying there's a lot of what they're going to do, and it says it must conform, but we've spent a lot of time on a planned community development agreement. It's more specific than this as to what the city wanted regarding ERUs; there were zoning and certain types of zoning, and there was density in certain types of zoning. She thought he said the city can prioritize what happens first, but can we zone this land before agreeing to a PID? Because once it's agreed to, we have no control whatsoever.

Mark replied the city has the legal authority to rezone the land at any time based on following the statute, but I would be reluctant to do that and tell you how to develop an agreement in place that made sense to the city. and a plan that was consistent with your master. So, the PID doesn't have anything to do with zoning. That's going to be controlled by the city outside of the pit. Councilwoman Wise also asked about the residential neighborhoods. With the state legislature bringing in the ALUA, the Land Use Authority, and the cities can't control how subdivisions look, etc., how do we manage that, so we do have it the way we want it?

Mark replied this was out of his area of expertise. He advised her to talk to Randy Larson.

Councilwoman Wise continued to say the concerns from other cities with PID were not having enough control over the timeline of city streets and getting a project only partially completed. They stopped development, leaving the city with an ugly scar on the land.

Mark replied that there are probably some decent benchmarks that they can put in that development agreement. That would allow them only to do certain things once they've met certain development benchmarks. He offered to answer any questions through emails to him and Randy.

Mayor Wilson added that the main thing we want the council to understand is that this is a funding mechanism. It's not anything to do with zoning and the planning part of it. It's merely a funding mechanism. The PID has nothing to do with overseeing what the City Council has as far as doing the zoning or the Planning Commission. This is just a tool they can use to fund the project so that it gets done the way we want it to be done as a city.

B. Adjourn:

The meeting adjourned at 5:55 p.m.

Date Approved

ATTEST: _____

Nancy Cline
City Recorder

Mayor Kelly B. Wilson

DRAFT

City of La Verkin

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La Verkin City Council Meeting Minutes

Wednesday, January 15, 2025, 6:00 pm.

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

Present: Mayor Kelly Wilson; Council Members: Patricia Wise, Blair Gubler, Richard Hirschi, and Darren Prince; Staff: Derek Imlay, Kyle Gubler, Chief Nick Nuccitelli, Maridee Johnson, and Nancy Cline; Public: Blaine Worrell with Sunrise Engineering, Nick Wright with HVFD, Caleb Rees with Rees CPA, Morgan with WCWCD, and David Olsen.
Councilman Micah Gubler was excused.

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

B. Appointments:

1. Appointments to Boards and Commissioners.

Mayor Wilson reinstated Ken Cox to the Water Board for a 4-year term, Sherman Howard to the Planning Commission for a 5-year term, John Valenti to the Planning Commission Alternate for a 1-year term, and Richard Howard to the Planning Commission Alternate for a 1-year term.

C. Presentation:

2. Employee of the Year

Mayor Wilson awarded Curran Stout the Employee of the Year. Curran was presented with a certificate of appreciation and a Visa gift card.

3. Promotion of Officer Chris Smith to Sergeant.

Chief Nuccitelli presented Officer Chris Smith with his Sergeant bars and briefly outlined his dedication to community service, law enforcement, and accomplishments. Officer Chris Smith's father then pinned his bars on.

4. Chief Nuccitelli reports on early intervention.

The chief reported the most recent stats. He reported on the early intervention program, the department's proactive approach, new laws, and decreased calls for service due to improved community relations and interventions. The police now hand out QR codes that the citizens can scan to review the performance of the officers who responded to their calls. He expressed gratitude for the continued support and emphasized the importance of leading by example and sharing best practices with neighboring communities.

1. Sunrise Engineering Culinary Water Master Plan.

Blaine Worrell presented a report on the culinary master plan update, user rate, and Impact fee. He provided an overview of the city's culinary water master plan, including user rate and impact analysis. The focus was on recommendations for user rate impact fees and obtaining feedback from the council.

The current water rights and source capacity were discussed, highlighting a surplus in water rights and reliance on the conservancy District for future needs.

The city's water storage capacity and distribution system were evaluated, and they showed adequate storage and a healthy system with no significant concerns.

A plan for renewing and replacing old infrastructure was discussed, focusing on creating a replacement plan that would comply with state funding requirements.

The report presented recommendations for improving the water system over the next twenty years, including priority projects and potential financing plans.

An analysis of the city's current user rates was conducted. Changes to the base and overage rates were proposed to cover expenses and promote conservation.

Hurricane Valley Fire District

Nick Wright reported on the fire department's increase in calls from 2023 to 2024, which was attributed to facility calls and transportation needs. Station statistics and ISO rating improvements were also discussed.

D. 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: December 4, 2024, regular meeting. December 19, 2024, work meeting.
4. Checks & Invoices: \$459,464.69

The motion was made by Councilwoman Patricia Wise to approve the consent agenda as written, including the minutes of the December 4, 2024, regular meeting and the December 19, 2024, work meeting. Checks and invoices in the amount of \$459,464.69, second by Councilman Blair Gubler. Roll Call Vote: Prince-yes, Hirschi-yes, Wise-yes, Blair Gubler-yes. The motion carried unanimously.

E. Public Hearing:

1. Compensation increases of \$10,000 to the city administrator, director of operations, and police chief.

The public hearing opened at 7:08 pm.

No comments were made.

The public hearing closed at 7:09 pm.

F. Business:

1. Presentation, discussion, and possible action to accept the fiscal year ending June 30, 2024. Financial Audit. Caleb Rees presented the financial audit for the June 30, 2024 fiscal year. The audit received an unqualified opinion indicating accurate financial statements. He praised the city for the accuracy of the audit. He didn't find any problems and reported the city is financially stable.

The motion was made by Councilman Darren Prince to approve the FY ending June 30, 2024, and Financial Audit, second by Councilman Richard Hirschi. Roll Call Vote: Prince-yes, Hirschi-yes, Wise-yes, Blair Gubler-yes. The motion carried unanimously.

2. Presentation, discussion, and possible action to approve the Municipal Reuse Authorization Contract with Washington County Water Conservancy District.

Mayor Wilson explained that they had run this by their water attorney, Jeff Gittins, and as of today, when he checked with him, he had no concerns about this reuse agreement.

Morgan explained that this is just allowing the district to figure out what to charge for cleaning it up, sending it back to the city, and bringing the potable water to the street.

Councilman Blair Gubler asked about the mutual agreement and whether they could back out or change it. He thought it was written that if one party didn't want to, the other couldn't. It had to be a mutual agreement for both parties to sign.

Morgan explained that it had to be a mutual agreement for both parties to sign.

Mayor Wilson added that the water supply agreement requires all eight parties, including the district, to make any changes. We attempted to do this, but it didn't work out, so it stays the way it is.

Morgan reported that they got the order. They will file that and get the order. Therefore, they secured the grant money and the approval money. She thanked the council for their efforts. This contract is going to replace that agreement essentially. They have drafted it and sent it to the city staff. They are going to do a clean termination, but they have a file at the same time they will terminate that interim, and then this contract is the final one.

Kyle commented that Jeff mentioned that we signed that interim this is, and this will terminate that.

Councilman Prince wanted to know who paid for the installation of the meters.

Mayor Wilson replied that even with the cleaner reuse water it wouldn't be clean enough to meter.

Kyle added we won't have to install those meters because any new construction gets everything ready and out to the middle of the street.

Councilwoman Patricia Wise made the motion to approve the Municipal Reuse Authorization Contract with Washington County Water Conservancy District, which was seconded by Councilman Richard Hirschi. The Roll Call Vote was Blair Gubler—no, Wise- yes, Hirschi- yes, and Prince- yes. The motion was passed.

3. Presentation, discussion, and possible action to approve Ordinance No. 2025-02 an ordinance of the city council of La Verkin, Utah adopting a Public Infrastructure District Policy Statement.

Mayor Wilson explained that the city attorney, Fay, is out sick, so they should table this and discuss it when Fay is back. **The motion was made by Councilwoman Patricia Wise to table the Ordinance No. 2025-02 an ordinance of the city council of La Verkin, Utah adopting a Public Infrastructure District Policy Statement, second by Councilman Blair Gubler. Roll Call Vote: Blair Gubler-no, Wise-yes, Hirschi-yes, Prince-yes. The motion passes.**

4. Approval of city administrator's contract.

Mayor Wilson explained that the old contract had to be renewed every two years. They removed that requirement so that the city council does not have to vote on it every two years.

Councilwoman Wise asked if the contract had anything to do with the pay raise.

Kyle replied that it does include a pay raise.

Councilman Blair Gubler asked if they could have more time to review the contract since they just received a copy.

The motion was made by Councilwoman Patricia Wise to table the decision on approving the city administrators' contract, second by Councilman Darren Prince. Roll Call Vote: Blair Gubler-yes, Wise-yes, Hirschi-yes, Prince-yes. The motion carried unanimously.

G. Mayor & Council Reports:

Mayor Wilson- Nothing to report.

Blair Gubler- Washington County Solid Waste has money in its budget to clean up the streets. Blair asked Kyle Gubler to email him any street that need cleaning up. Enterprise City wanted more funds for its waste collection system. Blair didn't believe it should be supported. They travel 19 miles to the new landfill in Central. La Verkin travels 17 miles to the landfill in Hurricane. He felt like that was a reasonable amount to travel, and his opinion was that Enterprise could go to Central.

Wise-Reported on the planning commissions meeting held January 8, 2025. She attended the Growing Water Smart Conference. They focused on water conservation efforts in Washington County, with cities reporting on their progress and initiatives like smartphone apps for water usage tracking. A meeting was held to discuss technical aspects of the Zion Scenic Byway update plan. Springdale is hosting a dark skies information luncheon.

Micah Gubler-Not in attendance.

Hirschi-Nothing to report.

Prince- The mosquito abatement team has managed finances well and is considering pursuing a building. They have hired more full-time staff to reduce their reliance on seasonal help.

H. Citizen Comment & Request for Future Agenda Items:

David Olson expressed concerns about property rights and short-term rental restrictions, emphasizing the importance of protecting God-given and constitutional property rights. He wanted his property to be a short-term rental even though it did not follow the qualifications in the city code to be given that license.

I. Adjourn:

The mayor closed the meeting at 7:55 p.m.

Date Approved

ATTEST: _____

Nancy Cline
City Recorder

Mayor Kelly B. Wilson

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
010925	-Lovelady, Kyle	53315	1/9/2025	1/9/2025	\$320.00	104240.230	Inspect TRAVEL & TRAINING	Building inspector training food r
PR011025-258	AFLAC	53371	1/15/2025	1/15/2025	\$27.90	102224	Health Savings Account	AFLAC EE
PR012425-258	AFLAC	53371	1/29/2025	1/29/2025	\$27.90	102224	Health Savings Account	AFLAC EE
	Vendor Total:				\$55.80			
5625 PO# 5753	ALL AMERICAN TREE CARE	53372	1/23/2025	1/23/2025	\$6,600.00	104160.270	Bldg B&G OPERATION AND M	Tree Pruning
					2,500.00	104510.250	Parks EQUIPMENT OPERATIN	Tree Pruning
38827 PO# 5756	ALPHA ENGINEERING CO	53373	1/24/2025	1/24/2025	\$258.00	104620.610	Comm COMMUNITY DEVELOP	Survey Work for Abandoned Ro
LSTG1163097	ALSCO	53316	1/15/2025	1/15/2025	\$35.00	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			
LSTG1164138	ALSCO	53347	1/22/2025	1/22/2025	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			
LSTG1165217	ALSCO	53374	1/29/2025	1/29/2025	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
					\$105.00			
	Vendor Total:				\$858.00			
011325 PO# 5741	AXON ENTERPRISE, INC	53318	1/14/2025	1/14/2025	\$858.00	104210.230	Police TRAVEL & TRAINING	Axon Taser 7 live standoff, cartri

La Verkin City
Invoice Register: 1/9/2025 to 1/31/2025 - All Invoices

1/31/2025

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
044255-53995	BIG O TIRES	53348	1/15/2025	1/15/2025	\$351.24	104160.270	Bldg B&G OPERATION AND M	2017 Ford 214849EX
					7.05	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					7.02	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					31.61	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					42.15	104410.745	Parks STREET IMPROVEME	Equipment repairs and Fuel
					7.02	104510.250	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					115.91	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					42.15	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					21.07	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					21.07	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					35.12	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					21.07	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
720495918	CenturyLink	53349	1/12/2025	1/12/2025	\$305.53	104140.280	Admin UTILITIES	435 N Main
720498312	CenturyLink	53349	1/12/2025	1/12/2025	\$167.98	104140.280	Admin UTILITIES	111 S Main
					83.99	104210.280	Police UTILITIES	111 S Main
					\$473.51			
9403369954	Craftco, Inc	53368	1/14/2025	1/14/2025	\$25,396.70	104410.745	Streets STREET IMPROVEME	A full trailer of crack seal
906966	DATA MARS	53350	1/15/2025	1/15/2025	\$210.99	104253.270	Animal B&G OPERATIONS AN	Animal Control
103646	Davis Air Tec	53375	1/23/2025	1/23/2025	\$570.83	104160.270	Bldg B&G OPERATION AND M	Kyle's HVAC Unit
01-580389	Davis Food & Drug #4/Farmers Market	53319	1/14/2025	1/14/2025	\$255.95	104620.610	Comm COMMUNITY DEVELOP	Employee of the Year Gift Card
01-583113	Davis Food & Drug #4/Farmers Market	53351	1/15/2025	1/15/2025	\$58.85	104210.610	Police MISC SUPPLIES	
65-328045	Davis Food & Drug #4/Farmers Market	53319	1/14/2025	1/14/2025	\$27.49	104160.270	Bldg B&G OPERATION AND M	Impact bit and hardware
65-329512	Davis Food & Drug #4/Farmers Market	53351	1/16/2025	1/16/2025	\$18.98	104410.745	Streets STREET IMPROVEME	Utility Knives
65-334418	Davis Food & Drug #4/Farmers Market	53376	1/22/2025	1/22/2025	\$6.29	104160.270	Bldg B&G OPERATION AND M	Plug for Crackseal
					0.11	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.13	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.57	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					0.75	104510.250	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.13	516340.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.08	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.75	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.38	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.38	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.63	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
					0.38			
65-340400	Davis Food & Drug #4/Farmers Market		1/30/2025	1/30/2025	\$39.48	516340.450	O&M SYSTEMS MAINTENANC	Leakseal and Alu sheeting
					39.48			
					\$407.04			
589158722	Delage Landen Financial Services		1/21/2025	1/21/2025	\$358.30	104140.240	Admin OFFICE EXPENSE, SUP	
					189.90	516660.240	Admin OFFICE EXPENSE, SUP	
					107.49			

La Verkin City Invoice Register: 1/9/2025 to 1/31/2025 - All Invoices

1/31/2025

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
20886	Dixie Drain Doctor	53352	1/17/2025	1/17/2025	17.91	536310.240	Irrigation OFFICE EXPENSE, S	
COMM47412025	EMI Health	53353	1/21/2025	1/21/2025	43.00	556350.240	Drainage OFFICE EXPENSE, S	
2 - 2023 Ford F-1	FINANCIAL PACIFIC LEASING, INC	53343	1/15/2025	1/15/2025	189.00	104253.270	Animal B&G OPERATIONS AN	Main Sewer line
2 - 2024 Chevy 3	FINANCIAL PACIFIC LEASING, INC	53343	1/15/2025	1/15/2025	\$2,693.60	101562	PEHP/AFLAC Insurance Clearin	Dental and Vision Insurance
Vendor Total:					\$7,056.50			
235949	Fire Pro	53341	1/14/2025	1/14/2025	3,833.65	104210.810	Police LEASE PAYMENTS	Principal - 2023 Ford F-150 Poli
004-2025	Five County Association Of Government	53377	1/24/2025	1/24/2025	3,222.85	104210.810	Police LEASE PAYMENTS	Interest - 2023 Ford F-150 Poli
33	GloLights	53354	1/22/2025	1/22/2025	\$8,443.50	104410.810	Streets LEASE PAYMENTS	Principal - 2024 Chevy 3500 Str
11201-8	GREEN TREE LAWN & LANDSCAPE	53378	1/29/2025	1/29/2025	4,587.18	104410.810	Streets LEASE PAYMENTS	Interest - 2024 Chevy 3500 Str
01152025	Health Equity	1152025	1/15/2025	1/15/2025	3,856.32			
					\$15,500.00			
PR011025-6099	Health Equity	1152025	1/15/2025	1/15/2025	\$108.00	104210.240	Police OFFICE EXPENSE, SUP	Police Department Extinguisher i
PR012425-6099	Health Equity	53377	1/24/2025	1/24/2025	108.00			
					\$1,833.33	104620.610	Comm COMMUNITY DEVELOP	MPO Vote Share
					1,833.33			
					\$6,686.00	484160.740	Construction	Outdoor lighting deposit
					6,686.00			
					\$450.00	104510.250	Parks EQUIPMENT OPERATIN	Mowing service
					450.00			
					\$21.00	104140.130	Admin EMPLOYEE BENEFITS	
					7.75	104210.130	Police EMPLOYEE BENEFITS	
					5.50	516660.130	Admin EMPLOYEE BENEFITS	
					7.75			
					\$2,560.86			
					2,560.86	102224	Health Savings Account	PEHP Health Equity
					\$329.00	102224	Health Savings Account	PEHP Health Equity
					329.00			
					\$2,910.86			
Golf	HHS Booster Club	53355	1/22/2025	1/22/2025	\$750.00	104620.610	Comm COMMUNITY DEVELOP	Hurricane High School Donation
PO# 5748	Hicks, Daniel & Nicole	53379	1/22/2025	1/22/2025	750.00			
RFD 100040520.	HURRICANE CITY JUSTICE COURT	53380	1/22/2025	1/22/2025	\$15.94	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040520 - Hi
2024-2572	HURRICANE CITY WATER DEPT	53381	1/28/2025	1/28/2025	15.94			
11-707	IHYDRANT	53356	1/14/2025	1/14/2025	\$711.25	104121.240	Police JUSTICE COURT	Indigent Counsel December 202
011425	INTERSTATE ROCK PRODUCTS	53382	1/15/2025	1/15/2025	\$244.00	516340.410	O&M PRODUCT OR SERVICE	Power for Ash Creek Springs @
2024368	LEGAL SHIELD	53382	1/29/2025	1/29/2025	40.00	516340.410	O&M PRODUCT OR SERVICE	Chlorine and Cylinder Rental
PR011025-147	LEGAL SHIELD	53382	1/29/2025	1/29/2025	204.00			
PR012425-147	Vendor Total:				\$100.00	516340.450	O&M SYSTEMS MAINTENANC	Battery Kit
					100.00			
					\$4,800.00	104510.480	Parks RAP Tax	Pave parking area on north side
					4,800.00			
					\$50.87	102225	Misc Payable	LegalShield
					50.87			
					\$50.87	102225	Misc Payable	LegalShield
					50.87			
					\$101.74			
EA1504725	Les Olson	53394	1/24/2025	1/24/2025	\$226.98	104140.240	Admin OFFICE EXPENSE, SUP	
					120.30			

La Verkin City

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Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
010925	Matthews, Max	53324	1/9/2025	1/9/2025	\$320.00	104240.230	Admin OFFICE EXPENSE, SUP	Meal reimbursement for inspect
RFD 100040347.	Mattinson, Brady	53357	1/21/2025	1/21/2025	\$200.00	512330	Admin OFFICE EXPENSE, S	Deposit Refund: 100040347 - M
S106708723.001 PO# 5762	Mountainland Supply Company	53383	1/27/2025	1/27/2025	\$2,118.32	536310.450	Drainage OFFICE EXPENSE, S	Irrigation connections on 480 So
903897	NAPA AUTO PARTS	53369	1/21/2025	1/21/2025	\$18.01	104160.270	Inspect TRAVEL & TRAINING	Equipment repairs and Fuel
					0.37	104240.250	Turn on Fee/Renter Deposit	Equipment repairs and Fuel
					0.36	104410.250	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					1.62	104410.745	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					2.16	104510.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.36	516340.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					5.94	516340.450	Streets STREET IMPROVEME	Equipment repairs and Fuel
					2.16	516340.450	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.08	536310.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.08	536310.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.08	558350.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					1.08	558350.440	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
012025	PEHP	53384	1/20/2025	1/20/2025	\$23,022.46	101562	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					22,043.88	101563	Drainage NEW SERVICES	Equipment repairs and Fuel
13025	PUBLIC EMPLOYEES LTD PROGRAM		1/30/2025	1/30/2025	\$749.80	101562	PEHP/AFILAC Insurance Clearin	Health Insurance
1	Richhart, Diana	53359	1/13/2025	1/13/2025	\$120.00	104210.240	PEHP Life Insurance Clearing	Life Insurance
0016-0125	ROCKY MOUNTAIN POWER	53360	1/16/2025	1/16/2025	\$282.82	104253.280	Police OFFICE EXPENSE, SUP	Tailoring services
0017-0125	ROCKY MOUNTAIN POWER	53385	1/16/2025	1/16/2025	\$4,275.12	104140.280	Animal UTILITIES	Animal shelter
					723.67	104210.280	Admin UTILITIES	435 N Main, 1/2 111 S Main
0024-0125	ROCKY MOUNTAIN POWER	53360	1/16/2025	1/16/2025	\$50.31	104510.280	Police UTILITIES	111 S Main - 1/2
0124-0125	ROCKY MOUNTAIN POWER	53344	1/9/2025	1/9/2025	\$36.77	104510.280	Streets UTILITIES	Street lights
	Vendor Total:				\$4,645.02		Parks UTILITIES	Parks
					36.77	104510.280	Admin UTILITIES	pump station
					19.01	536310.250	Irrigation EQUIPMENT OPERA	Irrigation
0024-0125	ROCKY MOUNTAIN POWER	53360	1/16/2025	1/16/2025	\$50.31	104510.280	Parks UTILITIES	Trailhead park
0124-0125	ROCKY MOUNTAIN POWER	53344	1/9/2025	1/9/2025	\$36.77	104510.280	Parks UTILITIES	84 W 500 N park
	Vendor Total:				\$4,645.02			
3050629	SCHOLZEN PRODUCTS CO INC	53361	1/16/2025	1/16/2025	\$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	104510.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.17	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.15	516340.450		

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Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
6880833	SCHOLZEN PRODUCTS CO INC	53328	1/9/2025	1/9/2025	0.58	536310.250	Equipment repairs and Fuel	
6881096	SCHOLZEN PRODUCTS CO INC	53328	1/10/2025	1/10/2025	0.58	536310.450	Equipment repairs and Fuel	
6882060 PO# 5761	SCHOLZEN PRODUCTS CO INC	53386	1/27/2025	1/27/2025	0.96	556350.250	Equipment repairs and Fuel	
6882072	SCHOLZEN PRODUCTS CO INC	53361	1/15/2025	1/15/2025	0.58	556350.440	Equipment repairs and Fuel	
6882184	SCHOLZEN PRODUCTS CO INC	53361	1/15/2025	1/15/2025	\$283.86	516340.450	O&M SYSTEMS MAINTENANC	Angle Ball Meter Valve and 300'
6882201	SCHOLZEN PRODUCTS CO INC	53361	1/15/2025	1/15/2025	283.86	104410.250	Streets EQUIPMENT OPERATI	Gloves and Blue Lens
6882216	SCHOLZEN PRODUCTS CO INC	53361	1/15/2025	1/15/2025	\$1,248.40	516340.450	O&M SYSTEMS MAINTENANC	Water-irrigation connections on
6884166	SCHOLZEN PRODUCTS CO INC	53361	1/15/2025	1/15/2025	143.87	536310.450	Water-irrigation connections on	
6884518 PO# 5770	SCHOLZEN PRODUCTS CO INC	53386	1/27/2025	1/27/2025	1,104.53	516340.450	O&M SYSTEMS MAINTENANC	Adapters, coupling and insert stiff
6884689 PO# 5769	SCHOLZEN PRODUCTS CO INC	53386	1/27/2025	1/27/2025	\$282.75	516340.450	O&M SYSTEMS MAINTENANC	Brass plug
53584011325	Shred St. George	53329	1/13/2025	1/13/2025	282.75	516340.450	O&M SYSTEMS MAINTENANC	480 S retain materials
456621816286	SMITH, CHRIS	53387	1/22/2025	1/22/2025	\$21.10	516340.450	O&M SYSTEMS MAINTENANC	480 S retain materials
3-343848	STEAMROLLER COPIES	53388	1/15/2025	1/15/2025	\$56.87	516340.450	O&M SYSTEMS MAINTENANC	Bushing
4350125	TDS BAJA Broadband	53389	1/17/2025	1/17/2025	56.87	516340.450	O&M SYSTEMS MAINTENANC	3" Octave Meter for the Hot Spr
ZVP011725	TDS BAJA Broadband	53389	1/17/2025	1/17/2025	\$98.48	516340.450	O&M SYSTEMS MAINTENANC	Main line break at corner of 170
011425 PO# 5743	Town of Springdale	53363	1/16/2025	1/16/2025	\$4.94	104140.280	Admin UTILITIES	
169584-1	Uniform Center	53364	1/17/2025	1/17/2025	4.94	516660.280	Admin UTILITIES	
169743-1	Uniform Center	53390	1/22/2025	1/22/2025	\$1,679.53	556350.250	Drainage EQUIPMENT OPERA	
41538 PO# 5745	Utah Barricade Company	53365	1/15/2025	1/15/2025	\$142.38	104210.230	Police TRAVEL & TRAINING	Reimburse hotel room for trainin
					\$8.86	104210.610	Police MISC SUPPLIES	Police Cards
					\$37.17	104140.280	Admin UTILITIES	435 N Main
					\$109.95	104510.280	Parks UTILITIES	Zion View Park
					\$147.12			
					\$500.00	104620.610	Comm COMMUNITY DEVELOP	Zion Chalk & Earth Fest
					\$116.10	104210.240	Police OFFICE EXPENSE, SUP	Boots for Trevor
					\$112.50	104210.240	Police OFFICE EXPENSE, SUP	Corey's boots
					\$228.60			
					\$892.80	104410.745	Streets STREET IMPROVEME	20 Stop Signs

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Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
41571	Utah Barricade Company	53365	1/17/2025	1/17/2025	\$268.72	104210.250	Police EQUIPMENT OPERATIN	Cones
	Vendor Total:				\$1,161.52			
PR011025-501	UTAH RETIREMENT SYSTEMS	11625	1/15/2025	1/15/2025	\$13,086.14		Retirement Payable	401k
					782.17	102223	Retirement Payable	Retirement
					10,756.07	102223	Retirement Payable	457
					928.90	102223	Retirement Payable	Roth IRA
					619.00	102223	Retirement Payable	
PR012425-501	UTAH RETIREMENT SYSTEMS	13026	1/29/2025	1/29/2025	\$13,404.43		Retirement Payable	401k
					783.79	102223	Retirement Payable	Retirement
					11,072.74	102223	Retirement Payable	457
					928.90	102223	Retirement Payable	Roth IRA
					619.00	102223	Retirement Payable	
	Vendor Total:				\$26,490.57			
PR011025-449	Utah State Tax Commission		1/15/2025	1/15/2025	\$2,485.05	102222	State Withholding	State Income Tax
					2,485.05			
PR012425-449	Utah State Tax Commission		1/29/2025	1/29/2025	\$2,556.03	102222	State Withholding	State Income Tax
					2,556.03			
	Vendor Total:				\$5,041.08			
6103518914	VERIZON WIRELESS	53366	1/13/2025	1/13/2025	\$641.16		Admin TELEPHONE/COMMUNI	
					53.58	104140.290	Police TELEPHONE	
					412.06	104210.290	Animal EQUIPMENT OPERATI	
					82.68	104253.250	Admin TELEPHONE & COMMU	
					32.84	516660.290	Irrigation TELEPHONE & COM	
					30.00	536310.290	Drainage EQUIPMENT OPERA	
					30.00	556350.250		
Jan25	Wallis, Cassidi	53367	1/20/2025	1/20/2025	\$500.00	104160.270	Bldg B&G OPERATION AND M	January cleaning
					500.00			
4Quarter2024HC	WASHINGTON COUNTY TREASURER	53345	1/15/2025	1/15/2025	\$31,557.94		Impact fees - HCP	QTR 4 pass through HCP
					31,557.94	103801.4		
SS000533241 & PO# 5765	WHEELER CAT	53392	1/27/2025	1/27/2025	\$3,580.81		Bldg B&G OPERATION AND M	Equipment and gas
					71.62	104160.270	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					179.04	104240.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					179.04	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					1,289.09	104410.745	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					179.04	104510.250	O&M EQUIPMENT OPERATI	Equipment repairs and Fuel
					859.39	516340.250	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					286.46	516340.450	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					358.09	556360.250	Drainage NEW SERVICES	Equipment repairs and Fuel
					179.04	556350.440		
012925	Wittendorfer, Nancy	53393	1/29/2025	1/29/2025	\$350.00		Admin OFFICE EXPENSE, SUP	Refund wrong charge to credit c
					350.00	104140.240		
0098	ZIONS FIRST NATIONAL BANK CC		1/9/2025	1/9/2025	\$1,200.00		Council YOUTH CITY COUNCI	Local Officials Day at the Legisla
					1,200.00	104111.220		
011025513889	ZIONS FIRST NATIONAL BANK CC		1/10/2025	1/10/2025	\$9.00		Bldg B&G OPERATION AND M	Wash Kaige Truck
					0.18	104160.270	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.18	104240.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.81	104410.250	Streets STREET IMPROVEME	Equipment repairs and Fuel
					1.08	104410.745	Parks EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.18	104510.250		

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
021196 PO# 5747	ZIONS FIRST NATIONAL BANK CC		1/22/2025	1/22/2025	2.97	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
101942561	ZIONS FIRST NATIONAL BANK CC		1/30/2025	1/30/2025	1.08	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
101942565	ZIONS FIRST NATIONAL BANK CC		1/30/2025	1/30/2025	0.54	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
1762ea8b0cc	ZIONS FIRST NATIONAL BANK CC		1/23/2025	1/23/2025	0.54	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
28589326	ZIONS FIRST NATIONAL BANK CC		1/23/2025	1/23/2025	0.90	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
32465303478272	ZIONS FIRST NATIONAL BANK CC		1/14/2025	1/14/2025	0.54	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
4499446	ZIONS FIRST NATIONAL BANK CC		1/27/2025	1/27/2025	\$620.86	104111.250	Council EQUIPMENT OPERATI	City Council Holiday Dinner
473654	ZIONS FIRST NATIONAL BANK CC		1/27/2025	1/27/2025	620.86	104240.220	Inspect BOOKS & MEMBERSHI	Business Card-Kyle L
5016491	ZIONS FIRST NATIONAL BANK CC		1/27/2025	1/27/2025	\$240.00	104240.230	Inspect TRAVEL & TRAINING	Business Card-Max
7289804	ZIONS FIRST NATIONAL BANK CC		1/27/2025	1/27/2025	\$240.00	516660.230	Admin TRAVEL & TRAINING	Water Operator testing exam
84406542 PO# 5758	ZIONS FIRST NATIONAL BANK CC		1/27/2025	1/27/2025	\$418.45	104210.240	Police OFFICE EXPENSE, SUP	Refund boots-Trevor
9000262 PO# 5749	ZIONS FIRST NATIONAL BANK CC		1/13/2025	1/13/2025	\$73.43	104210.230	Police TRAVEL & TRAINING	Jimmy Johns
95-340355	ZIONS FIRST NATIONAL BANK CC		1/27/2025	1/27/2025	73.43	104210.240	Police OFFICE EXPENSE, SUP	Headphones
9701	ZIONS FIRST NATIONAL BANK CC		1/30/2025	1/30/2025	\$59.98	104410.250	Streets EQUIPMENT OPERATI	Wilkinson Supply
Capital Trip PO# 5767	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	\$49.95	516340.450	O&M SYSTEMS MAINTENANC	Little Caesars
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	25.83	104140.240	Admin OFFICE EXPENSE, SUP	Business card holder
	ZIONS FIRST NATIONAL BANK CC		1/23/2025	1/23/2025	\$6.29	104140.240	Admin OFFICE EXPENSE, SUP	Grammerly Subscription
	ZIONS FIRST NATIONAL BANK CC		1/15/2025	1/15/2025	\$144.00	104140.240	Admin OFFICE EXPENSE, SUP	Staff Picture for Hallway
	ZIONS FIRST NATIONAL BANK CC		1/9/2025	1/9/2025	\$19.45	104140.240	Police MISC SUPPLIES	
	ZIONS FIRST NATIONAL BANK CC		1/29/2025	1/29/2025	\$99.47	104210.610	O&M SYSTEMS MAINTENANC	Little Caesars
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	\$25.27	516340.450	Council YOUTH CITY COUNCI	Youth City Council to Capitol
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	\$704.15	104111.220	Council YOUTH CITY COUNCI	Youth City Council Trip to the Ca
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	135.34	104111.220	Council YOUTH CITY COUNCI	Youth City Council Trip to the Ca
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	49.64	104111.220	Council YOUTH CITY COUNCI	Youth City Council trip to the Ca
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	106.08	104111.220	Council YOUTH CITY COUNCI	Youth City Council trip to the Ca
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	180.49	104111.220	Council YOUTH CITY COUNCI	Youth City Council trip to the Ca
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	10.31	104111.220	Council YOUTH CITY COUNCI	Youth City Council trip to the Ca
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	49.64	104111.220	Council YOUTH CITY COUNCI	Youth City Council trip to the Ca
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	68.05	104111.220	Council YOUTH CITY COUNCI	Youth City Council trip to the Ca
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	31.35	104111.220	Council YOUTH CITY COUNCI	Youth City Council trip to the Ca
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	48.72	104111.220	Council YOUTH CITY COUNCI	Youth City Council trip to the Ca
	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	24.53	104111.220	Council YOUTH CITY COUNCI	Youth City Council trip to the Ca
MU0236404205	ZIONS FIRST NATIONAL BANK CC		1/24/2025	1/24/2025	\$125.00	104510.250	Parks EQUIPMENT OPERATIN	Rescue Plumbing LLC
	ZIONS FIRST NATIONAL BANK.	1162025	1/15/2025	1/15/2025	\$3,464.23		FICA & FWT Witholding	Social Security Tax
PR011025-234	ZIONS FIRST NATIONAL BANK.				\$14,417.17	102221		
					7,337.28			

La Verkin City
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PR012425-234	ZIONS FIRST NATIONAL BANK.	13025	1/29/2025	1/29/2025	1,715.96	102221	FICA & FWT Witholding	Medicare Tax	
					5,363.93	102221	FICA & FWT Witholding	Federal Income Tax	
					\$14,926.42	102221	FICA & FWT Witholding	Social Security Tax	
					7,547.90	102221	FICA & FWT Witholding	Medicare Tax	
					1,765.24	102221	FICA & FWT Witholding	Federal Income Tax	
					5,613.28	102221	FICA & FWT Witholding	Federal Income Tax	
					\$29,343.59				
Vendor Total:					\$212,024.54				
Total:									
GL Account Summary									
					25,487.28	101562	PEHP/AFAC Insurance Clearin		
					978.58	101563	PEHP Life Insurance Clearing		
					29,343.59	102221	FICA & FWT Witholding		
					5,041.08	102222	State Witholding		
					26,490.57	102223	Retirement Payable		
					2,945.66	102224	Health Savings Account		
					101.74	102225	Misc Payable		
					31,557.94	103801.4	Impact fees - HCP		
					1,904.15	104111.220	Council YOUTH CITY COUNCI		
					620.86	104111.250	Council EQUIPMENT OPERATI		
					711.25	104121.240	Police JUSTICE COURT		
					7.75	104140.130	Admin EMPLOYEE BENEFITS		
					829.94	104140.240	Admin OFFICE EXPENSE, SUP		
					1,179.12	104140.280	Admin UTILITIES		
					53.58	104140.290	Admin TELEPHONE/COMMUNI		
					3,679.94	104160.270	Bldg B&G OPERATION AND M		
					5.50	104210.130	Police EMPLOYEE BENEFITS		
					1,073.81	104210.230	Police TRAVEL & TRAINING		
					98.13	104210.240	Police OFFICE EXPENSE, SUP		
					268.72	104210.250	Police EQUIPMENT OPERATIN		
					296.47	104210.280	Police UTILITIES		
					412.06	104210.290	Police TELEPHONE		
					167.18	104210.610	Police MISC SUPPLIES		
					7,056.50	104210.810	Police LEASE PAYMENTS		
					240.00	104240.220	Inspect BOOKS & MEMBERSHI		
					880.00	104240.230	Inspect TRAVEL & TRAINING		
					189.02	104240.250	Inspect EQUIPMENT OPERATI		
					82.68	104253.250	Animal EQUIPMENT OPERATI		
					399.99	104253.270	Animal B&G OPERATIONS AN		
					282.82	104253.280	Animal UTILITIES		
					345.75	104410.250	Streets EQUIPMENT OPERATI		
					2,642.98	104410.280	Streets UTILITIES		
					27,657.46	104410.745	Streets STREET IMPROVEME		
					8,443.50	104410.810	Streets LEASE PAYMENTS		
					4,864.02	104510.250	Parks EQUIPMENT OPERATIN		
					411.20	104510.280	Parks UTILITIES		
					4,800.00	104510.480	Parks RAP Tax		
					3,597.28	104620.610	Comm COMMUNITY DEVELOP		
					195,148.10		Total		
					6,686.00	484160.740	Construction		
					215.94	512330	Turn on Fee/Renter Deposit		
					1,024.11	516340.250	O&M EQUIPMENT OPERATIN		
					244.00	516340.410	O&M PRODUCT OR SERVICE		
					3,697.97	516340.450	O&M SYSTEMS MAINTENANC		

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
					7.75	516660.130	Admin EMPLOYEE BENEFITS	
					240.00	516660.230	Admin TRAVEL & TRAINING	
					175.56	516660.240	Admin OFFICE EXPENSE, SUP	
					472.80	516660.280	Admin UTILITIES	
					32.84	516660.290	Admin TELEPHONE & COMMU	
					6,110.99		Total	
					29.26	536310.240	Irrigation OFFICE EXPENSE, S	
					48.96	536310.250	Irrigation EQUIPMENT OPERA	
					30.00	536310.290	Irrigation TELEPHONE & COM	
					3,252.80	536310.450	Irrigation WATER MAIN REPAIR	
					3,361.02		Total	
					70.24	556350.240	Drainage OFFICE EXPENSE, S	
					439.20	556350.250	Drainage EQUIPMENT OPERA	
					208.99	556350.440	Drainage NEW SERVICES	
					718.43		Total	
					\$212,024.54		GL Account Summary Total	

General Plan Update Process – example of steps

- Approval of City/Town Council to proceed
- Meet with community staff
- Review of current General Plan
- Meetings with Town Council, Planning Commission, and/or Committee
- Community Open House - Visioning
 - Create, modify, or confirm Community Vision – Community Survey, etc.
 - Education on General Plan and what can be included
- Based on input from all meetings – meeting with TC and PC to determine content
- Work on Draft
 - with a workgroup, portion of PC, at PC work meetings?
 - go over an element at a time with the PC
 - Attend community events for input/education
- Once all elements have been reviewed by PC take to TC to determine general concurrence
- Optional – Community Open House on Draft GP
- Refine Draft
- Public Hearing on Draft – PC
- Town/City Council Agenda to adopted, etc.
- Implementation of General Plan – goals/policies taken into consideration with community decisions

General Plan Elements*

Required:

- Land Use Element
- Transportation & Traffic Circulation Element
- Moderate Income Housing Element (for some communities)
- Water Use and Preservation Element (for some communities)
- *Based on each legislative session, requirements may change*

Other Elements that the town feels are appropriate (not an exhaustive list):

- | | |
|--|--------------------------------|
| • Beautification, blight control and redevelopment | • Parks and recreation |
| • Water | • Historic Preservation |
| • Wastewater | • Community Design |
| • Emergency preparedness/readiness | • Public safety |
| • Main Street | • Trails |
| • Public buildings, services, and utilities | • Tourism |
| • Capital improvements | • Community promotion |
| • Community facilities | • Agriculture and food |
| • Rural character | • Dark skies |
| • Arts and culture | • Urban forestry |
| • Economic development | • Critical and sensitive lands |
| | • Environmental issues |
| | • Natural hazards |
| | • Community design |

*This is based on Utah Code – 10-9a Part 4

CITY PROPERTY IN FRONT OF 385 NORTH STATE PROPERTY

The city property in front of 358 North State measures approximately 50 feet by 100 feet, totaling 5,000 square feet or .11 acres (see Exhibit A).

Option # 1 Exhibit (B)

Proposed sale of city property measuring approximately 20 feet by 100 feet, totaling 2,000 square feet or 0.045 acres. The current appraisal values the land at \$3.80 per square foot, making the proposed 2,500-square-foot property worth \$7,600. This amount excludes additional costs related to surveys, legal descriptions, advertising for abandoning the property, staff time for preparing the quit claim deed and recording documentation, which will be added to the overall total cost.

This would leave the city a 30' X 100' access road to be used as a possible frontage road from 300 North to 500 North

Advantage

The property at 358 North State is ideally located in front of the building. However, this prime location presents a challenge: there is no available parking at the front for potential businesses. All parking is located at the back, which is quite limited. This parking constraint has already led other interested businesses to reconsider their options. Addressing this issue will be crucial for attracting future tenants or owners.

Note

According to city code, only the city council has the authority to commit or bind the city. Any discussions, comments, or statements made in the past by any representative of the City of LaVerkin regarding this property are not binding unless they have been reviewed, voted on, and approved by the LaVerkin City Council.

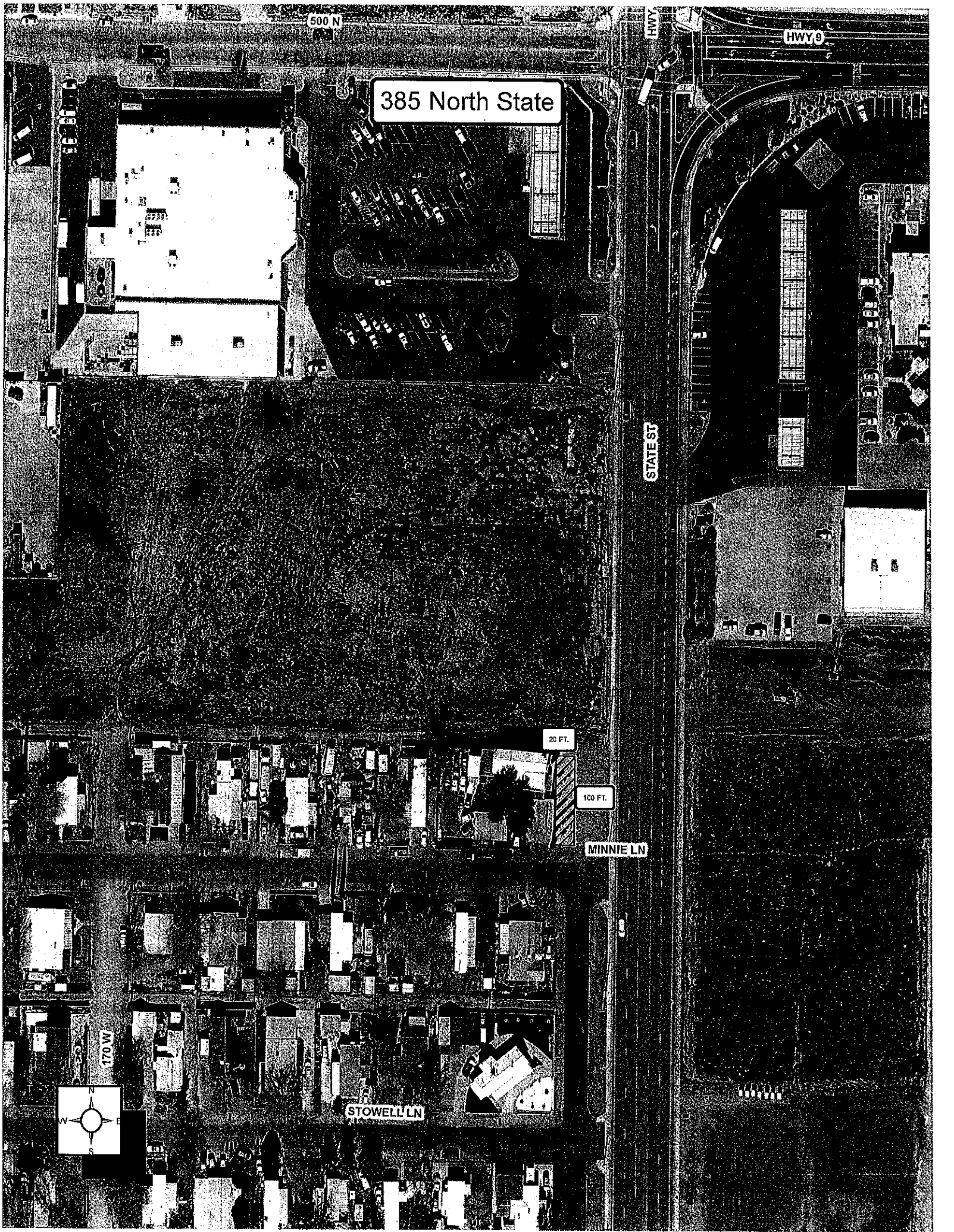
EXHIBIT (A)

Identify city property

EXHIBIT (B)

Identify city property for possible sell

20' X 100'



500 N

HWY

HWY 9

385 North State

STATE ST

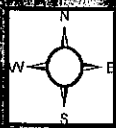
20 FT.

100 FT.

MINNIE LN

170 W

STOWELL LN



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ORDINANCE NO. 2025-01

**AN ORDINANCE OF THE CITY COUNCIL OF LAVERKIN, UTAH ADOPTING A
PUBLIC INFRASTRUCTURE DISTRICT POLICY STATEMENT.**

WHEREAS the City of LaVerkin (hereafter "City") has an interest in allowing for Public Infrastructure Districts within the City; and

WHEREAS the City desires to adopt the Public Infrastructure District Policy Statement set forth below; and

WHEREAS the City Council has reviewed this Public Infrastructure District Policy Statement and finds that it is in the best interest of the public and promotes the health, safety and welfare of the community,

NOW THEREFORE, BE IT HEREBY ORDAINED by the City Council of LaVerkin, Utah that the Public Infrastructure District Policy Statement attached hereto as Exhibit A and incorporated herein as if fully set forth, shall be, and is hereby, approved.

BE IT FURTHER ORDAINED that this ordinance shall take effect at the earliest possible date allowed by Utah law after publication and posting.

PASSED AND APPROVED on this _____ day of _____, 2024.

City of LaVerkin

Kelly B. Wilson, Mayor

Attest:

(Seal)

Nancy Cline, City Recorder

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Draft
12/19/24

Exhibit A

PUBLIC INFRASTRUCTURE DISTRICT POLICY STATEMENT

INTRODUCTION

This document is a policy statement containing the procedure and criteria which will be used by the City Council of LaVerkin, Utah (hereafter "the City") in considering an application for the formation of a Public Infrastructure District (hereafter "PID"). , which shall be separate and distinct from the City of LaVerkin. This policy statement is not intended, nor shall it be construed, to be a complete list of all criteria that may be used by the City in evaluating applications for the formation of a PID. *The approval of the formation of a PID is subject to the discretion of the City, and compliance with the criteria set forth herein shall not constitute a guarantee or obligation for approval by the City of the formation of a PID.* Prior to formation of any PID, a proposed Governing Document shall be approved by the City in both form and substance. The criteria contained herein are also intended to serve as guidelines for the review of the Letter of Intent and the PID Governing Document, as described hereafter.

The purpose of the Public Infrastructure District (PID) tool is to fund construction and installation of public infrastructure. Initial, upfront costs of development can be significant, and the PID tool partially alleviates these costs. In addition, the relative cost savings associated with the funding is intended to help expedite development, create more desirable properties with notable amenities, and permit development where typical market conditions may not permit construction. A PID is an entity separate and distinct from the City, and the City shall not be responsible or liable for debt payments or on-going management associated with a PID. PID financing is not a financial obligation of the creating entity, and ultimate PID costs are paid by the end user.

For the City of LaVerkin, the PID tool may help to accomplish key elements of the City's overall goals and objectives, including:

- Establishing a well-balanced and sustainable economic base through a three-fold approach that expands and strengthens the City's sales tax base, property tax base, and buying power through well-paying jobs.
- Supporting the expansion and attraction of industries that diversify the local economy, bringing a significant capital investment, and providing jobs that offer wages that are higher than the City average.
- Preserving, enhancing and strengthening the identity of the Main Street corridor - the heart of the downtown LaVerkin City community.
- Creating friendly neighborhoods and centers that focus homes, jobs, shopping, and recreation into places where residents and others can gather and interact regularly.

- Encouraging well organized and efficiently planned community development zones that provide regional benefits.

I. APPLICATION PROCESS

A. The applicant shall submit: (1) a petition meeting the requirements outlined in Utah Code Title 17B, Chapter 1, Part 2 as modified by 17D-4-201 and (2) a Letter of Intent containing the following information in summary form. The petition and letter will be used by City's PID Review Committee to make a preliminary determination about the appropriateness of a District and must be submitted prior to submittal of a draft Governing Document. A positive PID Review Committee response to the petition or Letter of Intent does not assure approval of the Governing Document. The petition shall also be submitted concurrently with the Letter of Intent to the City Recorder for certification pursuant to Title 17B, Part 2 and 17D-4-201.

B. Letter of Intent contents:

1. Description of PID area including size, location, area context (significant natural and man-made features; major public improvements, adjacent development), development history, and proposed development;

2. Description of proposed development within the boundaries of the proposed PID, including general distribution of land uses and densities and phasing of development;

3. Summary of needed infrastructure, services and facilities:

a. Currently expected development scenario;

b. Required local and regional infrastructure and facilities for such development;

c. Regional and local infrastructure to be provided by the PID;

d. Estimated construction costs for the proposed PID improvements;

e. General description of phasing of construction based on development projections;

f. Anticipated maximum or fixed maximum mill levy required to meet debt service of the PID;

g. Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area; and

h. A sample plan of finance depicting the possible sources and uses of funds for the PID.

4. Proposed timeline for the creation of the PID.

5. Acknowledgement that a consent must be signed prior to the hearing date for the Governing Document by all property owners and registered voters, if any, within the proposed PID boundaries approving of the creation of the proposed PID and

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consenting to the issuance of debt in an amount sufficient for the proposed plan of financing.

6. Disclosure of any conflicts of interest between the applicant and the officers and employees of the City.
7. Copies of signed engagement letters between the applicant and applicable consultants and legal counsel retained by the City and/or the proposed PID whereby applicant agrees to pay fees related to the review of the application and governing document.

C. Payment of Fees

No request to create a Public Infrastructure District shall proceed until the fees set forth herein are paid. All checks are to be made payable to the City of LaVerkin and sent to the City.

1. Letter of Intent: To cover the cost of review by the PID Review Committee and other staff of the Letter of Intent, the amount of \$ _____ shall be paid as a retainer to City at the time of submission of the Letter of Intent.
2. If the applicant proceeds to the preparation and submittal of a Governing Document, the applicant shall be required to pay actual costs of the City in connection with the review and negotiation of the Governing Document. Depending on the complexity and time required to analyze the PID application, the City may require additional money to be held with the original retainer.
3. Other Expenses: The applicant for a PID shall pay all reasonable consultant, legal, financial advisor, and other fees and expenses incurred by the City in the process of reviewing the draft Governing Document prior to adoption and other such fees and expenses as may be necessary to interface with such District. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses. The City may request an additional retainer to cover such costs.

D. Review of Petition and Letter of Intent

Any proposed PID will be evaluated in light of the best interests of the residents of the City. Such interests include using the most appropriate financing mechanism for the type and magnitude of the improvements to be financed and appropriate governance mechanism. If through the review process, a PID is determined to be the most appropriate mechanism, the process, the criteria, and requirements provided herein will apply, unless otherwise waived by the City. To assist the City Council in making such determination, an advisory PID Review Committee, comprised of such individuals as may be approved by the City Council, shall be appointed to review the petition and Letter of Intent to insure compliance with Utah state law and the provisions of this Policy Statement. Following such review, the PID Review Committee shall make a recommendation to the City Council whether and under what conditions to proceed with further consideration of the formation of the PID. The City Council will then make a determination whether to

direct the applicant to proceed with preparation of a draft Governing Document for

additional review and consideration by the City. Approval by the City Council to proceed with preparation of a draft Governing Document shall not guarantee approval of the Governing Document or ultimate approval of the formation of the PID.

II. Criteria for Evaluating Formation of Proposed PID

A. Public Benefit

Formation of a District bestows certain public interests on the District's proponents and is expected to provide public interest consistent with the Creating Entities policy goals. Components of public interest to be considered may include some of the following generally ordered from most to least public interest:

1. Resulting development that is in conformance with the City's General Plan and all applicable supplements;
2. Preservation or creation of agricultural areas, open space, parks, trails, or other outdoor public amenities; and
3. Commercial and/or industrial development that will provide employment opportunities, retail, dining, entertainment, and consumer services and diversify the sales tax base.
4. Provision of and/or contribution to needed regional and sub-regional infrastructure;
5. Mixed-use development that includes a variety of housing types and prices, a range of employment opportunities, retail and consumer services, increased affordable housing availability, and civic amenities;
6. High quality site and building design, including street connectivity, multimodal street design, durable construction materials, energy efficient upgrades, and pedestrian-friendly building design;
7. Sustainable design including multimodal transportation, water conserving landscape design, green building design, and formation of and participation in transportation management programs;

B. Evaluation Criteria

The following criteria provide thresholds for consideration. Compliance with some or all of these criteria is desired; however, alternative approaches may be considered.

1. A PID should not include land that is already included within the boundaries of another PID without express provision in an adopted Governing Document. In such cases, the relationship with the existing districts must be addressed in the Governing Document.
2. A PID consisting of commercial and industrial uses planning to levy more than 10 mills of tax in the PID for repayment of limited tax bonds will not be considered without sufficient justification as to why additional mills are necessary and reasonable for the development.

- 3 A PID consisting of residential uses planning to levy more than 6 mills of tax in the PID for repayment of limited tax bonds will not be considered without sufficient justification as to why additional mills are necessary and reasonable for the development.
- 4 There must be a demonstrated public interest directly resulting from the creation of the PID and its undertakings for both the City and the future taxpayers of the PID as described in the Governing Document.
- 5 A PID consisting solely of residential uses and intending to finance solely localized horizontal improvements through limited tax bonds will not be considered.

C. Evaluation of Applicant

The following criteria relating to the applicant and the development will be considered:

1. Historical performance of the applicant (within and outside of the City);
2. The current proposed plan of finance for the PID;
3. The current PID development plan's relationship to the General Plan of the City; and
4. The regional, economic development, or overall benefits to the City from the PID's proposed plan of finance.

III. GOVERNING DOCUMENT REQUIREMENTS

A. If, after review of the Letter of Intent and recommendation of the PID Review Committee, the City Council authorizes moving forward with preparation of the draft of the Governing Document, City staff will work jointly with the applicant and legal and financial advisors to prepare and submit a proposed Governing Document which addresses the issues and meets the requirements contained herein.

B. In addition to statutory requirements, a Governing Document shall memorialize the understandings between the PID and the City, as well as the considerations that compelled the City to authorize the formation of the PID. The Governing Document for the proposed PID shall contain and will be reviewed for compliance with the following policies and requirements.

1. Legal description of the PID.
2. Description of PID area including size, location, area context (significant natural and man-made features, major public improvements, adjacent development), development history within the proposed district boundaries, and proposed development scenario (land uses by type and intensity and general urban design character).
3. Description of the public benefit resulting from the creation of the PID and its undertakings.

4. Itemization and description of all needed infrastructure (both regional and local) and facilities in the PID's area.
5. Explanation of the relationship, if any, between the PID and any other public infrastructure districts with shared annexation area or overlapping boundaries. If more than one PID is proposed to be created within an annexation area, describe how ultimate PID boundaries will be determined.
6. Estimated construction costs of such infrastructure.
7. General description of phasing of construction based on development projections and phasing.
8. Provide the following financial plan information:
 - a. Proforma financial overview of total costs and total revenues from all revenue sources, including internal rate of return anticipated in conjunction with the proforma.
 - b. An example plan of finance showing a proposal of how the proposed financing might take place, recognizing that the actual financing terms and structure will be approved by the board of trustees of the PID within the parameters of this Governing Document.
 - c. Comparison of the mill levies of similar taxing entities in the area.
 - d. Proposed operating budgets for the PID's first 3 years of existence.
9. Any other forms of public financing and assistance being sought, including assessment areas.
10. Description of the ultimate ownership and provision for the ongoing operating and maintenance costs for infrastructure.
11. Description of any proposed divisions and an annexation/exclusion process as appropriate.
12. Proposed governance plan, including Board structure and transitioning from appointed Board to elected Board.

C. Requirements and Expectations

1. The planned ownership of the improvements, including any relationship with an existing statutory district shall be addressed in the Governing Document.
2. All debt issued by the PID for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.
3. All bonds shall have a maximum term and termination date.
4. Land, easements or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City or local governmental entity.
5. All public infrastructure within the City which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity.
6. The PID shall not pledge as security any land, assets or funds to be transferred to the City.

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7. The PID shall be subject to City zoning, subdivision, building codes, and all other applicable City ordinances and regulations. Approval of the Governing Document shall not bind the City to approve other matters which the PID or developer may request.
8. The PID shall pay all fees and expenses as provided in the Governing Document.
9. The PID may not double tax, whether by mill levy, assessment, impact fees, or any combination thereof, any end user for the costs of Improvements.
10. The PID shall be subject to State of Utah's procurement statutes and regulations. At a minimum, the acquisition of completed or partially completed improvements shall be for fair market value, as reasonably determined by a surveyor or engineer retained by the PID.
11. To ensure that development of a property tax base keeps pace with debt obligations, governing document shall provide for milestones in the construction of residential and commercial properties (in the form of number of dwelling units and amount of square footage, respectively, or some other metric as set forth in the governing document), completion of which shall be conditions on the PID's issuance of any additional bonds.
12. The Governing Document shall provide a sunset clause to address dissolution of the PID upon completion of infrastructure buildout and paying off all bonds used to finance the infrastructure or in the event that the PID does not issue any bonds. Such clauses shall make reference to statutorily prescribed dissolution procedures set forth in the Utah Code Title for Limited Purpose Local Government Entities - Local Districts and any such dissolution procedures that would be carried out accordingly. The clause may address dissolution prior to any levy of taxes and issuance of bonds for occurrences and conditions outside of the control of the Developer, such as recessions, economic and market conditions, and acts of god; once taxes have been levied and bonds issued, there shall be no dissolution of the PID except as prescribed under U.C.A. 17B-1-1301 et seq.
13. Bonds may not be purchased by parties who have a material conflict of interest related to the ownership of the property within the District

D. Disclosure and Reporting Requirements

Disclosure of the existence of the PID to property owners and potential property owners within the PID is important and the following actions to be taken by each PID shall be included in the Governing Document.

1. Within 30 days after the formation of the PID, the Board shall record a notice with the county recorder:
 - a. Containing a description of the boundaries of the PID;
 - b. Stating that a copy of the Governing Document is on file at the office of the LaVerkin City Recorder;
 - c. Stating that the PID may finance and repay infrastructure and other improvements through the levy of a property tax;
 - d. Stating the maximum rate that the PID may levy;

e. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

"Under the maximum property tax rate of the PID, for every \$100,000 of taxable value, there would be an additional annual property tax of \$ _____ for the duration of the PID's Bonds."

f. If applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion.

2. Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, shall be required to disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

a. All of the information required under D.1. above;

b. Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

c. Such other permitted or legally required notices as shall be requested by the City (including after formation of the PID).

3. At least annually following the formation of the PID, the PID shall notify (by mail, e-mail, or posting to the PID's website) property owners in the district of the existence of the district and of the next scheduled meeting of the Board of the district. Such a meeting shall occur at least 30 days and not more than 60 days following the date of the notice. Such notification shall include names and contact information of the Board of Directors and officers, the address, phone and fax numbers, and email address of the district, and include reference to the existence of a district file maintained by the City as described below.

4. The PID shall provide the following information to the City Administrator's Office on an annual basis, and the PID shall create and maintain a file for public review of the following information.

a. Annual PID budget

b. Annual financial report or audit of the PID, as applicable under relevant statutory provisions

c. Boundary changes made or proposed to the PID's boundary as of December 31 of the prior year;

d. List of current interlocal agreements, if changed (to be delivered to the City upon request);

e. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;

f. PID office contact information;

g. Rules and regulations of the PID regarding bidding, conflict of interest, contracting, and other governance matters, if changed;

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- h. A summary of any litigation which involves the PID public improvements as of the last day of the prior fiscal year;
- i. Status of the PID's construction of the public improvements as of last day of the prior fiscal year and listing all facilities and improvements constructed by the PID that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
- j. A table summarizing total debt authorized and total debt issued by the PID as well as any presently planned debt issuances;
- k. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;

E. Review of Governing Document and Recommendation

The final draft of the Governing Document, together with the ultimate issue as to whether the application for formation of the PID should be approved, shall, after review and recommendation by the PID Review Committee, be presented to the City Council for review and approval. After approval of the Governing Document, no change or alteration thereto shall be made without the written agreement of the City and the PID Board of Directors.

F. Submittal Instructions

All letters of intent, draft Governing Documents, annual financial information, and additional documents and requested information should be submitted to the City Administrator's Office:

City of LaVerkin, Utah
Attn: City Administrator
4355 North Main
LaVerkin, UT 84745

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Agreement ("this Agreement") is made and entered into this ____ day of _____, 2025, by and between the **CITY OF La VERKIN, UTAH**, a municipal corporation (hereinafter called "City"), and **KYLE GUBLER** (hereinafter called "Employee"), an individual who has the education, training and experience in personnel management, and the laws and procedures relative to municipal administration and code enforcement.

Recitals

WHEREAS, the City desires to employ and retain the services of Employee as the full-time **City Administrator** for the City of LaVerkin, Utah; and

WHEREAS, Employee desires to continue serving as the full-time City Administrator for the City of LaVerkin, Utah, and represents that he has the requisite skill and experience necessary to timely and professionally perform all duties and responsibilities of the position of the City Administrator for the City of LaVerkin, as set forth or otherwise identified in Section 1-6-1 and Article A of Chapter 6 of Title 1 of the *LaVerkin City Code*; and

WHEREAS, the parties desire to memorialize and reduce the terms of their relationship into a written employment agreement.

Terms and Conditions

NOW, THEREFORE in consideration of the mutual covenants herein contained the parties agree as follows:

Section 1: Term

- A. Employee may and is hereby authorized to continue to serve and be compensated as the City Administrator, as an exempt "at will" employee until (a) an employment agreement with Employee is entered into; (b) a duly-appointed replacement has been hired to serve (and is ready to commence service) as City Administrator; or (c) upon thirty days' notice to Employee, the City Council requests that Employee's services as City Administrator terminate or (2) determines to discontinue or suspend the filling of the position of City Administrator.
- B. All compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of this Agreement or until the earlier termination hereof pursuant to the terms and conditions of Section 10.

Section 2: Duties and Authority

2.1 Defined Duties.

2.1.1 City agrees to employ Employee as full-time **City Administrator** to perform the duties, functions and responsibilities specified, set forth, or otherwise identified for the position of City Administrator as set forth in Subsection D of Section 1-6-1 and Article A of Chapter 6 of Title 1 of the *LaVerkin City Code* Title 1, Chapter 6, Section 8, of the *LaVerkin City Code*; the *Personnel Policy and Procedures Manual for the City of LaVerkin*; and the *Utah Code Annotated* [as currently adopted and as hereafter amended].

2.1.2 Other duties as assigned by the Mayor and/or City Council.

2.2 Primary Employment with City. Employee shall devote his time and efforts to the position of City Administrator (and any other position and/or job title with City which he may hold or be tasked to fulfill). During the term of this Agreement, Employee agrees not to undertake any other employment or consulting which is or may be perceived to be incompatible with his duties hereunder (without the Mayor's written approval), unless otherwise required under State or Federal law, such as military service. It is expressly understood and agreed that he may continue to conduct his photography business, *provided that* it does not conflict with his duties and responsibilities with the City.

2.3 Right to Resign. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with City, subject to the provisions of Section 10.2 and 12 hereof.

Section 3: Contract and Employer's Policies:

Employee represents and acknowledges that he has read, understands and agrees to accept and be bound by the terms of the *Personnel Policy and Procedures Manual for the City of LaVerkin*. In the event of a conflict between this Agreement and the *Personnel Policy and Procedures Manual for the City of LaVerkin*, this Agreement shall govern the disposition of the conflict.

Section 4: Compensation:

City agrees to pay Employee at the rate of not less than **One Hundred Thirty-Two Thousand Two Hundred Eighty-Three and 20/100 Dollars (\$132,283.20)**, *plus* any (a) performance and/or merit raises, as may be approved by the Mayor or City Council, as appropriate, for Employee, and (b) any cost-of-living increases, merit raises, and/or bonuses as the same may—from time to time—be approved generally by the Mayor and/or City Council, as appropriate, for City employees. This salary compensation is contemplated by the parties to

be Employee's annual rate of pay from Employer during his employment with the City and will be paid to Employee in twenty-six (26) bi-weekly installments throughout each year of this Agreement. Notwithstanding, City may, during his employment with the City and upon the favorable performance review of Employee by City, increase the salary of Employee. It is understood that such pay includes any compensation for any other City duty and/or compensated position that he may hold.

Section 5: Health, Disability and Life Insurance Benefits

City agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for Employee and his dependents equal to that which is provided to all other employees of the City of LaVerkin. Benefit levels and eligibility for benefits are defined in the contracts between the providers and City.

Section 6: Vacation, Sick, Military Leave and Paid Holidays

- 6.1 Vacation. Employee shall accrue and be credited with fifteen (15) days of annual vacation. The employee agrees to plan his vacation around the needs of the City.
- 6.2 Sick Leave. Employee shall accrue sick leave equal to the highest annual accrual provided to all other employees pursuant to the *Personnel Policy and Procedures Manual for the City of LaVerkin*.
- 6.3 Holidays. Employee shall receive paid time off for all state and federal holidays as provided to all other employees pursuant to the *Personnel Policy and Procedures Manual for the City of LaVerkin*. Notwithstanding Employee's right to paid time off for state and federal holidays, there may be occasions when Employee may be required to work on a holiday; in such case, Employee shall be entitled to an equal amount of time off on another day.

Section 7: Retirement

City agrees to enroll Employee with and into the applicable state retirement system and to ensure that all contributions are made on Employee's behalf.

Section 8: No Reduction of Benefits:

City shall not at any time during the term of this Agreement reduce the salary, compensation or other benefits of Employee, except (a) to the degree of such reduction for all management employees at the division-director level.

Section 9: General Official Expenses

- 9.1 Professional Dues. City, subject to the approval and discretion of the Mayor and City Council, agrees to budget for and to pay for professional dues and subscriptions of Employee for such participation in national, regional, state, and/or local associations and organizations as may be deemed necessary and desirable for (a) Employee's continued professional participation, growth, and advancement, and (b) the good of the City.
- 9.2 Travel Expenses – Official Duties. City, subject to the approval and discretion of the Mayor and City Council, agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for the City.
- 9.3 Travel Expenses—Continuing Education. The city, subject to the approval and discretion of the Mayor and City Council, agrees to budget and pay for the travel and subsistence expenses of Employees for short courses, institutes, and seminars that are necessary for the Employee's professional development and continuing educational requirements and for the good of the City.
- 9.4 Mileage Expenses. The city agrees to reimburse the Employee for all automobile mileage incurred when using his or her own vehicle while conducting and traveling to and from official City business. Mileage reimbursement shall be administered in accordance with the *Personnel Policy and Procedures Manual for the City of LaVerkin*. The employee understands that he will not be reimbursed for the mileage equivalent to his/her daily commute to and from work.

Section 10: Termination

This Agreement and Employee's services hereunder are terminated:

10.2. Resignation from Office.

- 10.2.1 Voluntary. By resignation of and by Employee, as City Administrator, upon not less than thirty (30) days' written notice to the Mayor and City Council (unless otherwise agreed to by the parties).
- 10.2.2 Involuntary. By resignation of and by Employee following a formal or informal suggestion and offer by City (on behalf of and with the support of a majority of the City Council) that Employee resign and that his resignation would be accepted if tendered [in

which case, Employee may declare a termination as of the date of the suggestion and "offer"].

- 10.3 Mutual Agreement. By mutual written agreement of Employee and City to terminate this Agreement and Employee's services hereunder.
- 10.4 Vote of the City Council. By vote of the City Council, at a duly authorized public meeting, at any time during the term of this Agreement, to dismiss, remove or otherwise terminate the services of the City Administrator, as provided in Section 1-6A-5 of the *LaVerkin City Code*, viz.:
- 10.4.1 By the Mayor with the concurring vote of a majority of the City Council; or
- 10.4.2 By the City Council, with or without the concurring vote of the Mayor.
- 10.5 Reduction in Salary. If City reduces the base salary, compensation or any other financial benefit of Employee, except as provided in Section 8 hereinabove [in which case, Employee may declare a termination as of the effective date of said reduction].
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- 10.6 Breach of Contract by City. If, after providing City with a written thirty-day notice to cure, a breach or default of a significant term or provision of this Agreement remains and is declared (by Employee) to be in existence and uncured.
- 10.7 Breach of Duty or Other Acts. If the City declares a termination of this Agreement and Employee's services hereunder, *for cause*, arising from but not limited to the following: a willful breach of duty or habitual neglect of duty by Employee (including malfeasance, misfeasance, and/or nonfeasance); Employee's failure to cure his or her breach and/or default breach of a significant term or condition of this Agreement (after having been provided a written thirty-day notice to cure and a period of not less than thirty days in which to cure such breach and/or default); Employee's conviction or plea of guilty or nolo contendere for a crime of moral turpitude; Employee's failure to maintain good standing and any certifications and/or qualifications necessary to serve or continue serving as City Administrator under federal, state or local law, ordinance, regulation, and/or policy; and/or any conduct or condition of Employee that renders impossible or impractical his or her ability to properly and adequately perform his or her duties hereunder.

Section 11: Severance

- 11.1 In the event of a termination of this Agreement, and except as expressly agreed to by the parties in the event of a termination under Section 10.3, the City shall have no obligation to pay any severance pay to the City Administrator. He or she shall only be entitled to receive such earned pay and allowances as that of other employees of the City who are ending their employment with the City, including but not limited to any unpaid wages and accrued and unused vacation leave.
- 11.2 In the event that the City otherwise terminates this Agreement, the City shall provide at least five days' notice of said termination (before such is effective) and shall then pay to Employee a lump-sum payment equal to one (1) month's salary for each full year of service as City Administrator for LaVerkin City, up to a maximum sum total of six (8) months' salary, plus accrued and unpaid pay and benefits.

Section 12: Resignation

Employee may voluntarily resign his or her position with City at any time, *provided that* he or she provide the City with a minimum of thirty (30) days' advance notice (unless the parties otherwise agree).

Section 13: Performance Evaluation

City should, at least annually, review the performance of Employee, subject to a process, form, criteria, and format for the evaluation, which should be mutually agreed upon by City and Employee. The process at a minimum should include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Employee within thirty (30) days of the evaluation meeting.

Section 14: Status of Employment and Hours of Work

Employee is and shall be treated as an exempt-service employee (under FLSA and other federal, state, and local laws), and therefore does not qualify and is not entitled to receive overtime compensation or compensatory time off. Employee should work an average of at least forty (40) hours per week. It is recognized that, due to the nature of the job of City Administrator, Employee may be required to devote a significant amount of time outside normal office hours on City business for City. Employee accepts and understands this fact and agrees to devote the time necessary to fulfill his duties as City Administrator within the compensation structure discussed above.

Section 15: Other Terms and Conditions of Employment

- 15.1 City, upon agreement with Employee, shall fix any such other terms and conditions of employment (as it may determine from time to time) relating to the performance of the Employee—provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the *LaVerkin City Code*, the *Utah Code*, or any other law.
- 15.2 It is expressly understood and agreed that Employee shall observe and be bound by all federal, state and local laws, ordinances, regulations, policies and procedures regarding the performance of his or her duties as the City Administrator; and such federal, state and local laws, ordinances, regulations, policies and procedures are hereby incorporated herein as though fully set forth.
- 15.3 City shall provide Employee with all available information, access to state and local laws and ordinances, and such office furniture and equipment and investigative tools (including the assistance of City employees) as are necessary and/or desirable, as will assist Employee in the performance of his or her duties hereunder in a timely manner.

Section 16: Notices:

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: **La Verkin City**
City Offices
435 North Main, La Verkin, Utah 84745.

EMPLOYEE: **Kyle Gubler**
195 South 375 West
La Verkin, Utah 84745.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions

- 17.1 Integration. This Agreement sets forth and establishes the entire understanding between City and Employee relating to the employment of Employee by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend any

 provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

- 17.2 Binding Effect. This Agreement shall be binding upon City and Employee, as well as their heirs, assigns, executors, personal representatives and successors in interest.
- 17.3 Effective Date. This Agreement shall become effective on the date it is signed by the employer and employee.
- 17.4 Severability. The invalidity or partial invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- 17.5 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah and venue for any legal or arbitral proceedings shall be Washington County, Utah.
- 17.6 Titles. The titles of each section and sub-section of this Agreement are of no legal effect and are intended for organizational purposes only.

Executed this _____ day of _____, 2025.

La VERKIN CITY, UTAH

By:

Kelly B. Wilson, Mayor

Kyle Gubler, Employee

Attest:

Nancy Cline, City Recorder