



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

**La Verkin City Council Meeting Agenda
Wednesday, November 19, 2025, 6:00 p.m.
Council Chambers, 111 S. Main, La Verkin, Utah**

Work Meeting 5:00 p.m.

1. Discussion regarding zoning code.

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

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

1. Declarations of conflict of interest
2. Agenda
3. Checks and Invoices: \$ 406,897.54

B. Business:

1. Discussion and possible action to approve Water Surplus agreement.
2. Discussion and possible action to approve the MOU for the Water Surplus agreement
3. Discussion and possible action to approve the Water Exchange Agreement.
4. Discussion and possible action to approve the Director of Operations new truck lease.

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 November 13, 2025
Nancy Cline, City Recorder

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF LAVERKIN, UTAH,
ESTABLISHING A WORK/LIVE ZONE AS ARTICLE 10-6G4-1 ET. SEQ. OF THE
LAVERKIN CITY MUNICIPAL CODE

WHEREAS the City Council of LaVerkin recognizes the need to promote flexible land uses that combine residential and limited commercial or professional activities in designated areas; and

WHEREAS the creation of a Work/Live Zone is intended to encourage economic development, support small business ownership, and provide a compatible environment where residents may live and work without adverse impacts on the surrounding community; and

WHEREAS a public hearing regarding this matter has been held after public notice in accordance with the requirements of Utah state law; and

WHEREAS the LaVerkin City Council deems it necessary and desirable for the orderly growth and development of the City of LaVerkin,

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of La Verkin, Utah that Article G of Section 10-6G4-1 et. seq. be approved and adopted as follows:

ARTICLE G. WORK/LIVE ZONE (WL)

SECTION:

10-6G4-1: Purpose

10-6G4-2: Definitions

10-6G4-3: Limitations

10-6G4-4: Permitted Uses

10-6G4-5: Business Use Approval

10-6G4-6: Prohibited Uses

10-6G4-7: Height Regulations

10-6G4-8: Area, Width, And Yard Requirements

10-6G4-9: Requirements

10-6G4-10: Development Requirements/Standards

10-6G4-11: Application Requirement

10-6G4-1: PURPOSE:

The purpose of the Work/Live Zone is to provide areas for establishment of Work/Live Developments within retail commercial zones where individuals may both reside and conduct small-scale, non-intrusive business activities within the same unit. This zone is designed to encourage entrepreneurial activity, reduce commuting, and foster a pedestrian-friendly environment, while ensuring compatibility with adjacent residential uses. The Work/Live Zone supports owner-occupied units that balance residential character with limited commercial uses, preserving the quality of life and neighborhood integrity.

10-6G4-2: DEFINITIONS:

For purposes of this Chapter, “Work/Live Development” shall mean a mixed-use development comprising individual units that include both residential living space and workspace intended for commercial/business use by the owner or by such other person serving as the manager or employee of the business. The work component shall be limited to small-scale, low-impact commercial or professional uses integrated within the work/live unit.

10-6G4-3: LIMITATIONS:

All Work/Live Developments shall be subject to the following limitations:

- 1. No Work/Live development shall be established on property less than 3.5 acres in size, and**
- 2. All Work/Live developments shall be established only within the retail commercial zones, and**
- 3. All Work/Live developments must be located outside a radius of two thousand feet (2,000') from the intersection of SR-9 and SR-17.**

10-6G4-4: PERMITTED USES:

Subject to compliance with all other terms and conditions of this chapter, residential use within the Work/Live Zone shall be a permitted use. All business uses shall be subject to approval by the City’s Administrative Land Use Authority (ALUA) in accordance with the provisions of this chapter to ensure compliance with the provisions of this ordinance, as well as compatibility with surrounding businesses and development. Any approved business use shall be subject to such terms and conditions as may be imposed by the ALUA, the violation of which may result in the revocation of any approval or permit.

10-6G4-5: BUSINESS USE APPROVAL:

Any proposed business use must first be submitted to the development’s property owners’ association for review and approval. If approved, the proposed business use, together with

written approval of the development's property owners' association, shall then be forwarded to the Administrative Land Use Authority (ALUA) for consideration and approval. The applicant shall demonstrate that the proposed business use shall not have the potential to adversely affect others living in the development and that dust, heat, noise, glare, noxious fumes, odor, vibration or other business-related impacts will not affect other residents or businesses in the development. Upon finding that the proposed business use either does or does not meet the purpose of the Work/Live Zone, The ALUA shall have authority to approve or deny the proposed business use. If approved by the ALUA, the ALUA shall also have the authority to set and approve hours of operation for businesses.

10-6G4-6: PROHIBITED BUSINESS USES:

Automobile repair (commercial)
Banks
Building material outlets
Car wash
Car/vehicle/RV sales
Convenience stores
Daycare centers
Department stores
Entertainment venues
Equipment sales
Funeral services
Gas stations
Grocery/Markets
Gyms
Heavy Industrial/manufacturing
Large scale retailers
Outdoor storage
Recreation facilities
Restaurants
Retail stores (large scale)
Sheet metal shops
Special event centers
Studios/schools
Vacation rentals
Veterinary services
Such other uses deemed by the ALUA to be incompatible with the purpose and intent of the zone

10-6G4-7: HEIGHT REGULATIONS:

No building or structure shall be greater than two (2) stories or erected to a height greater than thirty-five feet (35') as measured from its tallest side or point, except that facades, rooflines, and other non-occupied building improvements or structures may be constructed to a height of forty-five feet (45'), inclusive of the underlying building structure. The residential portion of the

Work/Live unit shall be located on the top floor with the business portion of the unit located on the bottom floor.

10-6G4-8: AREA, WIDTH, AND YARD REQUIREMENTS

District	Lot Coverage	Density	Setback in Feet		
			Front	Side	Rear
WL	Shall not exceed 75% of the total lot area	Maximum unit density shall be 10 units per acre	35' for commercial buildings abutting SR9 and SR17, 25' when abutting city streets See note # 1	See note # 2	See note # 3

Notes:

1. Front or street: A minimum 15-foot wide landscape area between the property line and any improvements (i.e., buildings, courtyards, parking spaces, paving, etc.).
2. Side: Ten (10) feet landscaped. A 20-foot wide landscape setback (buffer) is required if located adjacent to a residential area. Building setbacks adjacent to residentially zoned areas shall be 60 feet.
3. Rear: Ten (10) feet landscaped. A 20-foot wide landscape setback (buffer) is required if located adjacent to residential areas. Building setbacks adjacent to residentially zoned areas shall be 60 feet.

10-6G4-9: REQUIREMENTS:

Except upon a written recommendation made by the property owners' association and a finding made by the ALUA of extraordinary circumstances, accompanied by such terms and conditions as determined by the ALUA to be necessary or desirable for the preservation and protection of the integrity and purpose of the Work/Live Zone, all units within a Work/Live Zone shall meet the following requirements:

1. All work/live units shall be under single ownership.
2. No portion of a work/live unit shall be separately leased or sold.
3. No portion of a work/live unit shall be rented or used as a short-term rental, nightly rental or other transient rental.
4. The bottom floor of a work/live unit shall be used exclusively for business or commercial purposes.

5. A minimum of 700 square feet located on the uppermost floor of a work/live unit shall be used for residential purposes.
6. No work/live unit shall be occupied for residential purposes unless the bottom floor of the unit is simultaneously occupied by an operating business for which a valid business license has been issued.
7. That portion of a work/live unit used for residential purposes shall be occupied only by a person directly connected to the day-to-day operation of the business as a manager, employee or owner.
8. All work/live units shall meet fire/health/safety requirements adopted by the City of LaVerkin.
9. A maximum of one (1) employee per 1000 square feet of floor area is permitted to work at a work/live unit.
10. A two-foot (2') by three-foot (3') sign shall be allowed on the front of each unit indicating the name of the business and hours of operation. No other signage shall be allowed on the buildings
11. A single freestanding sign on the exterior of the property is permitted to display the name of the development or business park. The sign may have a maximum size of sixty-four (64) square feet and a height of up to four (4) feet from ground level. It must be set back at least ten (10) feet from the back of the sidewalk, unless it is located at an intersection. For signs near intersections, a clear visibility area must be maintained. This area is defined by a triangular shape formed by the corners of the intersection and a point on the curb that is thirty (30) feet from the intersection or entranceway. All signage shall be approved by the (ALUA)

10-6G4-10: DEVELOPMENT REQUIREMENTS AND STANDARDS:

All developments within the Work/Live Zone shall meet the following requirements and standards:

1. Usage: For all work/live units, a minimum of fifty percent (50%) of the total unit square footage shall be dedicated to commercial or business use. The entire bottom floor of any unit shall be used exclusively for commercial or business purposes. The upper floor(s) may be used for both residential and commercial purposes, provided that the minimum residential square footage shall be 700 square feet located on the uppermost floor.
2. Block wall: A block wall shall be required along the perimeter of a property as prescribed in Section 10-6G-2.2F and Section 10-7-7 of the La Verkin Municipal Code.

3. Vehicular access/parking: Work/Live developments shall have driveways, points of vehicular ingress and egress and parking. Live/work units shall have a minimum two-car garage. The two-car garage may be used for business purposes unless the owner/operator of the business is required by the ALUA to use the two garage spaces for employee parking. Two exterior parking spaces for customers/employees shall be provided in front of the two-car garage. The two exterior parking stalls shall be a total of 18 by 18 feet in size. One nine (9) foot by 18-foot guest parking space shall be provided for every three live/work units. All parking lots are required to have a minimum of twenty-five (25) feet of driving aisle between stalls
4. Buildings: All buildings shall front a street unless determined otherwise by the ALUA.
5. Open space: Two hundred (200) square feet of private patio open space shall be provided per live/work unit. One hundred (100) of the square feet of open space can be provided in a common area.
6. Storage areas: Two hundred and fifty (250) cubic feet of enclosed storage shall be provided per unit. This storage is in addition to room closets, coat closets, water heater closets, etc. No outdoor storage is permitted.
7. Loading areas: One dedicated and marked 10-foot by 20-foot loading space shall be required for every 15 dwelling units and live/work units. This loading space requirement is in addition to the resident/guest parking space requirement outlined in the parking requirement above.
8. Trash enclosures: Trash dumpster bins located in a decorative enclosure shall be provided for a development. Size and quantity of trash bins shall be determined by the ALUA.
9. Development Agreement: Approval of any work/live development shall be conditioned upon the City and developer entering into a development agreement which shall be recorded at the office of the Washington County Recorder simultaneously with the recording of a plat or map of the development. Such development agreement shall incorporate by reference the rules and regulations of this chapter and shall:
 - (a) provide for establishment of a Property Owners Association ("Association") with authority to enforce all Work/Live requirements.
 - (b) require that one unit be designated as an on-site manager's unit at all times. The manager shall be authorized by the Association to monitor compliance and report violations to the City.
 - (c) grant the Association the power to levy fines of up to One Hundred Dollars (\$100.00) per day per violation, collectible as an assessment lien against the violating owner's unit.
 - (d) require all purchasers and tenants of units to acknowledge and agree to the Work/Live restrictions as a condition of occupancy.

(e) provide for independent enforcement of the development agreement by the City through:

- (i) allowing periodic inspection of units at reasonable times;
- (ii) withholding of permits or approvals;
- (iii) issuance of citations and seeking injunctive relief;
- (iv) revoking certificates of occupancy for continued violations.

10. Streets: All streets in or adjacent to the Work/Live Zone shall meet the requirements of the city's construction and development standards including curb, gutter and sidewalk.

11. Curb, gutter, sidewalk and paving: All facilities/uses shall have curb, gutter and sidewalk and shall have asphalt paving from the curb and gutter out to any existing street asphalt subject to city approval.

12. Outdoor Storage: Outdoor storage is prohibited. In addition, balconies shall not be used for storage or for hanging laundry or other materials.

13. Balconies: Balconies shall be enclosed with a solid material (wall) to a height prescribed by the International Building Code if such balconies are facing exterior property lines of the overall development. Wrought iron or open fencing is permitted on balconies if the balconies face the interior of the project. Balconies separating the units must be enclosed with a solid material wall up to the roof's edge.

14. Easements: All lots shall have easements on side and rear property lines of a minimum of seven and one-half (7½) feet and on a street side property line of ten (10) feet minimum to be used for utilities and drainage (Ord. 2024-03, 2-21-2024).

10-6G4-11: APPLICATION REQUIREMENTS:

Any new development within the Work/Live Zone shall submit to the city an application for approval which contains the following information:

1. Precise Plan: A precise plan application shall be submitted to the city for review and approval. A dimensioned site plan(s) must show the entire development under consideration including building location(s), setbacks, lot coverage, access locations, parking lot design, required parking calculations, perimeter wall(s) locations and design, loading spaces, lighting location and type, preliminary landscape plan trash enclosures design and locations, storage locations (if any), utilities plan (including fire hydrant locations), equipment locations and screening, phasing (if any) and any other pertinent design features or aspect of the development. The site plan shall provide the location of

all existing and proposed main buildings and accessory buildings as well as distance and contemplated uses.

2. Architectural drawings: Architectural drawings shall be included as part of the precise plan application. Plans shall consist of building elevation/façade renderings with exterior materials clearly depicted, proposed colors, identification of building massing and design and roof type and color and any other design feature. Material and color palettes shall be included as part of the submission.
3. The precise plan and Architectural drawing are required to go to Planning Commission for approval. Any disagreements between the Planning Commission and the developer may be appealed to the City Council.
4. Studies: The city may require studies to analyze the impact of a project. Studies may consist of traffic, noise, drainage, geotechnical or any other study the city requires in order to properly analyze the impact of the project.
5. Landscaping: A landscaping plan shall be submitted as part of the application process and shall follow the requirements of Chapter 8 (Conservation Landscaping Requirements)
6. Lighting: Lighting, including parking lot lights, security lights and illuminated signs, shall be designed and directed in a manner to prevent glare on adjacent properties and into the sky. In order to more fully implement this requirement, a photometric lighting plan may be required to show that there will be no significant overflow lighting. All lighting shall follow chapter 7 of the city's outdoor lighting ordinance (night sky).
7. Plat Map: Processing of a plat map shall be required to establish individual ownership.

PASSED AND APPROVED by the LaVerkin City Council on this _____ day of _____, 2025.

Kelly B. Wilson, Mayor

Attest:

Nancy Cline, City Recorder

The foregoing Ordinance was presented at a regular meeting of the LaVerkin City Council held in the LaVerkin City Council Chambers, located at 111 South Main Street, LaVerkin, Utah, on the _____ day of _____, 2025. A motion to adopt said Ordinance was

then made by _____ and seconded by _____. A roll call vote was then taken with the following results:

NAME	VOTE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Nancy Cline, City Recorder

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF LAVERKIN, UTAH,
ESTABLISHING A MIXED-USE ZONE AS ARTICLE 10-6G5 ET. SEQ. OF THE
LAVERKIN CITY MUNICIPAL CODE

WHEREAS the City Council of La Verkin recognizes the need to promote flexible land uses that combine Commercial and limited residential in designated areas; and

WHEREAS the creation of a mixed-use Zone is intended to encourage economic development, support small business ownership, and provide a compatible environment where residents can help offset and provide an income while the commercial gets established without adverse impacts on the surrounding community; and

WHEREAS a public hearing regarding this matter has been held after public notice in accordance with the requirements of Utah state law; and

WHEREAS the LaVerkin City Council deems it necessary and desirable for the orderly growth and development of the City of LaVerkin,

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of La Verkin, Utah that Article G4 of Section 10-6G5 et. seq. be approved and adopted as follows:

ARTICLE G5. MIXED USE (MU)

SECTION:

10-6G5-1: Purpose

10-6G5-2: Uses Subject To Similar Use Finding

10-6G5-3: Permitted Uses

10-6G5-4: Height Regulations

10-6G5-5: Area, Width, And Yard Requirements

10-6G5-6: Development Requirements/Standards:

10-6G5-7: Application Requirements:

10-6G5-1: PURPOSE:

The intent of the Mixed Use (MU) zone is to provide for a mix of commercial uses (lower floor generally facing a public right-of-way) with multi-family residential uses (apartments, condominiums) above and possibly surrounding the commercial lower level area processed as a planned unit development. Mixed-use development is intended to be high-quality urban development that is pedestrian-friendly and complementary to the surrounding area. Commercial uses and professional/artisan uses must be a part of the overall design of any development. All provisions of the La Verkin Municipal Code not specifically stated in this zoning section shall apply where applicable.

10-6G5-2: USES SUBJECT TO SIMILAR USE FINDING:

The planning commission, based on its own discretion, can find that other proposed uses similar with those listed above are consistent with the intent of this land use classification

10-6G5-3: PERMITTED USES:

- Accessories shop
- Antique shop
- Appliance sales, including electronics
- Art school
- Bakery products
- Bank, savings and loan or other financial institution
- Barber shop
- Beauty and/or nail salon
- Beauty school
- Bicycle shop
- Blueprinting and copying
- Book and stationery store
- Business college
- Camera shop
- Cards/gifts shop
- Check cashing shop
- Childcare center
- Clothing and wearing apparel shop
- Clothes cleaning
- Computer/electronics store
- Confectionery store
- Convenience store
- Cosmetics store
- Crafts and supplies store
- Custom dressmaking shop

Cutlery shop
Dance studio
Decorating or drapery shop
Delicatessen
Doughnut shop
Eyeglass and lens store
Fabric store
Fitness center
Flower shop
Food specialties store
Furniture store
General merchandise store
Gift shop
Grocery store - neighborhood
Hardware and appliance store
Health/nutrition store
Hobby shop
Home furnishings store
Home occupations subject to LVMC Section 10-7-17
Indoor recreational facilities
Interior decorator
Jewelry store
Kitchenware store
Leather goods shop
Library
Locksmith
Mail center
Martial arts studio
Medical office
Medical supplies sales
Microbrewery
Music instruments shop
Nursery or day care
Offices, business or professional
Office products and supply store
Paint store
Parking structures
Party goods store
Pet shop
Post office and related services
Printing, photocopying
Radio, television and appliance store
Residential (condominiums, apartments). Must be associated with a bottom floor commercial component subject to PUD overlay requirements
Restaurant or other eating place, including ice cream, yogurt, cookies
Retail sales
Shoe store
Sporting goods store

Studio, art or music
 Supermarket
 Swimming pool/supplies store
 Tailor shop
 Thrift store
 Toys/hobbies store
 Variety store

10-6G5-4: HEIGHT REGULATIONS:

Maximum building height shall be four stories or 50 feet.

10-6G4-5: AREA, WIDTH, AND YARD REQUIREMENTS

District	Lot Coverage	Density	Setback in Feet		
			Front	Side	Rear
MU	Shall not exceed 75% of the total lot area	Maximum residential density shall be 14 residential dwelling units per acre	35' for commercial buildings abutting SR9 and SR17, 25' when abutting city streets See note # 1	See note # 2	See note # 3

Notes:

1. Front or street: A minimum 15-foot-wide landscape area between the property line and any improvements (i.e., buildings, courtyards, parking spaces, paving, etc.).
2. Side: Ten (10) feet landscaped. A 20-foot-wide landscape setback (buffer) is required if located adjacent to a residential area. Building setbacks adjacent to residentially zoned areas shall be 60 feet.
3. Rear: Ten (10) feet landscaped. A 20-foot-wide landscape setback (buffer) is required if located adjacent to residential areas. Building setbacks adjacent to residentially zoned areas shall be 60 feet.

10-6G5-6: DEVELOPMENT REQUIREMENTS AND STANDARDS:

- Balconies:** Balconies shall be enclosed with a solid material (wall) to a height prescribed by the International Building Code if such balconies are facing the exterior property lines of the overall development. Wrought iron or open fencing is permitted on balconies if the balconies face the interior of the project.
- Bicycle Racks:** E.V. ready bicycle parking racks (one bicycle parking space for each unit) shall be provided at a centralized location.
- Block wall;** Block wall: A block wall shall be required along the perimeter of a property as prescribed in Section 10-6G-2.2F and Section 10-7-7 of the La Verkin Municipal Code

- D. Buildings:** All buildings shall front a street unless determined otherwise by the city.
- E. Common recreation area:** Amenities in the common recreation area may consist of a pool, play area, tennis courts, barbecue areas, canopies, enclosed gym and workout areas, recreation rooms or any combination of the aforementioned and/or alternatives as approved by the city.
- F. Curb, gutter, sidewalk and paving:** All facilities/uses shall have curb, gutter and sidewalk, and shall have asphalt paving from the curb and gutter out to any existing street asphalt subject to city approval.
- G. Development agreement:** A development agreement is required for review and approval in the MU zone (Reference LVMC Section 10-6G3-7).
- H. Easements:** All lots shall have easements on side and rear property lines of a minimum of seven and one-half (7.5) feet and on a street side property line of ten (10) feet minimum to be used for utilities and drainage (Ord. 2024-03, 2-21-2024).
- I. Homeowner's association – for sale housing/property owner's association:**
Establishment of a homeowner's association/property owner's association is required for attached units, condominium housing and commercial development as determined by the city.
- J. Loading areas:** Loading spaces shall be provided at a ratio of one for every 15,000 square feet of commercial floor area or as determined by the city. Loading space size shall be 10 feet by 20 feet. This loading space requirement is in addition to the resident/tenant parking requirement outlined in the parking requirement above.
- K. Open space:** Two hundred (200) square feet of active open space is required per dwelling unit. One hundred (100) square feet shall be in a private patio area for the exclusive use of each dwelling unit occupant. One hundred (100) square feet shall be provided in a common recreation area.
- L. Outdoor Storage:** Outdoor storage is prohibited. In addition, balconies shall not be used for storage or for hanging laundry or other materials.
- M. Residences:** Minimum dwelling unit square footage shall be 600 feet.

- N. Streets:** All streets in or adjacent to the MU zone shall meet the requirements of the city's construction and development standards, including curb, gutter, and sidewalk.
- O. Storage areas:** If no enclosed garage is provided for each unit, 250 cubic feet of enclosed storage shall be provided per unit. This storage is in addition to room closets, coat closets, water heater closets, etc.
- P. Trash enclosures:** Trash dumpster bins located in a decorative enclosure shall be provided for development. Size and quantity of trash bins shall be determined by the city.
- Q. Vehicular access/parking:** All facilities/uses shall have driveways, points of vehicular ingress and egress, and parking. The parking requirement shall be one nine (9) foot by 18-foot parking space for every 200 square feet of commercial floor area. One nine (9) foot by 18 foot parking space required for each 3.5 seats or one parking space for 100 square feet of restaurant floor area (excluding kitchen, storage, etc.), whichever is greater. All drive aisles shall be a minimum of 25 feet in width. Each residential dwelling unit shall have a minimum of two dedicated parking spaces per unit with one being covered or enclosed. One additional nine (9) foot by 18-foot parking space shall be required for every three dwelling units for guest parking.

10-6G-7: APPLICATION REQUIREMENTS:

Residential/commercial developments in the MU zone shall comply with the following application requirements:

- 1. Precise Plan:** A precise plan application shall be submitted to the city for review and approval. A dimensioned site plan(s) must show the entire development under consideration including building location(s), setbacks, lot coverage, access locations, parking lot design, required parking calculations, perimeter wall(s) locations and design, loading spaces, lighting location and type, preliminary landscape plan trash enclosures design and locations, storage locations (if any), utilities plan (including fire hydrant locations), equipment locations and screening, phasing (if any) and any other pertinent design features or aspect of the development. The site plan shall provide the location of all existing and proposed main buildings and accessory buildings as well as distance and contemplated uses.
- 2. Architectural drawings:** Architectural drawings shall be included as part of the precise plan application. Plans shall consist of building elevation/ façade renderings with exterior materials clearly depicted, proposed colors, identification of building massing and design, and roof type and color, and any other design feature. Material and color palettes shall be included as part of the submission.

3. The precise plan and Architectural drawing are required to go to Planning Commission for approval. Any disagreements between the Planning Commission and the developer can be appealed to the City Council.
4. **Studies:** The city may require studies to analyze the impact of a project. Studies may consist of traffic, noise, drainage, geotechnical or any other study the city requires in order to properly analyze the impact of the project.
5. **Landscaping:** A landscaping plan shall be submitted as part of the application process and shall follow the requirements of Chapter 8 (Conservation Landscaping Requirements)
6. **Signage:** A comprehensive sign plan shall be submitted and approved by the city at the time of precise plan approval. The comprehensive sign plan shall include and where applicable comply with the following:
 1. Site plan: Site plans shall include locations, dimensions of the sign area and structure, building materials and colors and sketches and elevations of the signs to scale showing the architectural detail and overall size of the proposed signage.
 2. Sign structures: Sign structures shall incorporate the design theme, materials, colors and elements of the center's architecture.
 3. Building signs: A ratio of 1.25 square feet of sign area for each linear foot of building or tenant space frontage is required.
 4. Under canopy: Under canopy signs are allowed for tenant identification. The maximum size shall be eight square feet and be consistent with the design theme of the center.
 5. Monument signs: Monument signs shall be permitted for shopping centers adjacent to a public street and be spaced 300 feet apart. The overall area of a sign shall not exceed forty-eight (48) square feet, and the overall height of the sign shall not exceed six (6) feet. All monument signs shall be placed outside of corner cut-off areas. Monument signs shall match the architecture of the center.
 6. Pylon signs: Pylon signs are not permitted.
 7. Temporary signs: Temporary signs are permitted but must be approved by the city and be consistent with the design standards of the sign program.
7. **Lighting:** Including parking lot lights, security lights, and illuminated signs, shall be designed and directed in a manner to prevent glare on adjacent properties and into the sky. In order to more fully implement this requirement, a photometric lighting plan may be required to show that there will be no significant overflow lighting. All lighting shall follow Chapter 7 of the city's outdoor lighting ordinance (night sky).

PASSED AND APPROVED by the La Verkin City Council this _____ day of
_____, 2025.

Kelly B. Wilson, Mayor

Attest:

Nancy Cline, City Recorder

The foregoing Ordinance was presented at a regular meeting of the LaVerkin City Council held in the LaVerkin City Council Chambers, located at 111 South Main Street, LaVerkin, Utah, on the _____ day of _____, 2025, whereupon a motion to adopt said Ordinance was made by _____ and seconded by _____.

A roll call vote was then taken with the following results:

NAME	VOTE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Nancy Cline, City Recorder

**La Verkin City
Invoice Register: 10/30/2025 to 11/12/2025 - All Invoices**

11/13/2025

<u>Invoice No.</u>	<u>Vendor</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
42840	BUGMAN PEST CONTROL	Check No. 54380	11/1/2025	11/1/2025	\$578.00	418.00	Parks EQUIPMENT OPERATIN
					160.00	104510.250	Parks CEMETARY IMPROVEM
RFD 100041838.	*Barlow, Randy Jr	54381	11/1/2025	11/1/2025	\$212.80	212.80	Turn on Fee/Renter Deposit
RFD 100041917.	*Casto, Ashley	54382	11/1/2025	11/1/2025	\$91.56	91.56	Turn on Fee/Renter Deposit
RFD 100040752.	*Mayo, Natasha	54383	11/4/2025	11/4/2025	\$63.34	63.34	Turn on Fee/Renter Deposit
103125	ASH CREEK SPECIAL SERVICE DIST		10/31/2025	10/31/2025	\$72,434.72	72,434.72	Sewer PAYMENT TO ASH CRE
89881	BIG O TIRES	54413	11/7/2025	11/7/2025	\$605.67	15.17	Bldg EQUIPMENT OPERATING
POC# 6175					30.34	104160.250	Inspect EQUIPMENT OPERATI
					85.96	104240.250	Streets EQUIPMENT OPERATI
					35.40	104410.250	Parks EQUIPMENT OPERATIN
					242.72	516340.250	O&M EQUIPMENT OPERATIN
					45.51	536310.250	Irrigation EQUIPMENT OPERA
					50.57	556350.250	Drainage EQUIPMENT OPERA
NOV25-0667	BLOMQUIST HALE CONSULTING GR	54387	11/1/2025	11/1/2025	\$104.04	104.04	PEHP/AFLAC Insurance Clearin
UT202503003	BLUE STAKES OF UTAH 811	54388	10/31/2025	10/31/2025	\$60.03	60.03	O&M SYSTEMS MAINTENANC
RFD 100040648.	Borges, Kristi	54389	11/1/2025	11/1/2025	\$105.47	105.47	- Turn on Fee/Renter Deposit
25-1020 WAN R	CHURCH CONSTRUCTION	54390	11/3/2025	11/3/2025	\$49,930.00	49,930.00	Parks RAP Tax
PO# 6164		54414	11/6/2025	11/6/2025	\$12,929.85	12,929.85	Police DAT/INVESTIGATION/DI
17511	CITY OF ST GEORGE	54416	11/5/2025	11/5/2025	\$100.00	100.00	Admin CONTRACTED SERVIC
442045	D.A.T. MANAGEMENT, INC.	54417	11/6/2025	11/6/2025	\$161.52	161.52	Animal B&G OPERATIONS AN
960443	DATAMARS	54391	11/3/2025	11/3/2025	\$11.58	11.58	O&M SYSTEMS MAINTENANC
65-557579	Davis Food & Drug #4/Farmers Market	54391	11/3/2025	11/3/2025	\$3.21	3.21	Animal B&G OPERATIONS AN
65-557606	Davis Food & Drug #4/Farmers Market	54418	11/10/2025	11/10/2025	\$48.45	48.45	Bldg B&G OPERATION AND M
65-563222	Davis Food & Drug #4/Farmers Market	54418	11/12/2025	11/12/2025	\$19.80	19.80	Bldg EQUIPMENT OPERATING
65-564646	Davis Food & Drug #4/Farmers Market	54418	11/12/2025	11/12/2025	\$36.99	1.10	Bldg EQUIPMENT OPERATING
65-564656	Davis Food & Drug #4/Farmers Market	54418	11/12/2025	11/12/2025	2.22	104240.250	Inspect EQUIPMENT OPERATI
					6.29	104410.250	Streets EQUIPMENT OPERATI
					2.59	104510.250	Parks EQUIPMENT OPERATIN
					17.76	516340.250	O&M EQUIPMENT OPERATIN
					3.33	536310.250	Irrigation EQUIPMENT OPERA
					3.70	556350.250	Drainage EQUIPMENT OPERA

La Verkin City
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Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
65-564812	Davis Food & Drug #4/Farmers Market	54418	11/12/2025	11/12/2025	\$4.58			Bdg B&G OPERATION AND M
95-66657	Davis Food & Drug #4/Farmers Market	54391	10/30/2025	10/30/2025	4.58	104160.270		True Value Hardware
95-70958	Davis Food & Drug #4/Farmers Market	54418	11/7/2025	11/7/2025	\$4.89	104140.240		Admin OFFICE EXPENSE, SUP
PO# 6172					4.89			Battery for safe
2478	Diamond C Asphalt	54392	10/30/2025	10/30/2025	\$1,150.00	104540.610		Rec EVENTS, FAIRS, & FESTI
PO# 6160	Empire Waste Services	54393	10/31/2025	10/31/2025	\$800.00	516340.450		Gift Cards for Staff Christmas Pa
218715					\$413.98			
					298.06	104140.280		
					103.50	516660.280		
					12.42	556350.250		
F2604E00858	FUEL NETWORK	54419	11/4/2025	11/4/2025	\$3,458.61			C&M SYSTEMS MAINTENANC
					137.51	104140.250		Cement collar around valves aft
					45.86	104160.250		
					1,746.00	104210.250		
					91.71	104240.250		
					21.53	104253.250		
					259.85	104410.250		
					107.00	104510.250		
					25.04	104540.270		
					733.69	516340.250		
					137.57	536310.250		
					152.85	556350.250		
RI1101251	GUBLER, KYLE W	54395	11/1/2025	11/1/2025	\$500.00	104140.250		Admin EQUIPMENT OPERATIN
PR103125-6099	Health Equity							Bdg EQUIPMENT OPERATING
2025-2803	HURRICANE CITY JUSTICE COURT	54396	10/30/2025	10/30/2025	\$196.40	102224		Police EQUIPMENT OPERATIN
RFD 100041891.	Interstate Homes	54398	11/4/2025	11/4/2025	\$250.00	104121.240		Inspect EQUIPMENT OPERATI
001-10/6/2025	INTERSTATE ROCK	54420	11/6/2025	11/6/2025	\$203.68	512330		Animal EQUIPMENT OPERATI
PO# 6168								Streets EQUIPMENT OPERATI
002-11/5/2025	INTERSTATE ROCK	54420	11/7/2025	11/7/2025	\$53,668.60	104510.415		Parks EQUIPMENT OPERATIN
PO# 6173								Rec B&G OPERATION AND MA
R1101252	Iverson, Moses	54399	11/1/2025	11/1/2025	\$400.00	104540.120		O&M EQUIPMENT OPERATIN
2204230	JOHNSON, MARIDEE	54421	11/6/2025	11/6/2025	\$400.00	104540.120		Irrigation EQUIPMENT OPERA
EA1612326	Les Olson	54422	10/30/2025	10/30/2025	\$150.97	104140.240		Drainage EQUIPMENT OPERA
					80.01	104160.240		
					45.29	516660.240		
					7.55	536310.240		
					18.12	556350.240		
0009827	MARCOTTE, STEVE	54423	11/1/2025	11/1/2025	\$26.25	26.25		Animal B&G OPERATIONS AN
								Washer drain pump assembly kit

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Refund: 1000419	McCoy, Matthew & Alison	54400	11/3/2025	11/3/2025	\$150.00	511311	Accounts Receivable	Refund: 100041922 - McCoy, M
RFD 100039849.	McDowell, Jason	54424	11/6/2025	11/6/2025	\$22.35	22.35	512330	Turn on Fee/Renter Deposit
94992	MEGA-PRO INTERNATIONAL	54425	11/4/2025	11/4/2025	\$531.40	531140	104540.610	Rec EVENTS, FAIRS, & FESTI
110325	PURCHASE POWER	54426	11/3/2025	11/3/2025	\$502.25	104140.240	266.19	Admin OFFICE EXPENSE, SUP
					150.68	516660.240	150.68	Admin OFFICE EXPENSE, SUP
					25.11	536310.240	25.11	Irrigation OFFICE EXPENSE, S
					60.27	556350.240	60.27	Drainage OFFICE EXPENSE, S
145034	RAINBOW SIGN & BANNER	54427	11/6/2025	11/6/2025	\$6,374.86	6,374.86	104620.610	Comm COMMUNITY DEVELOP Signs on the outside of 111 Sout
PC# 6169					\$11,000.00	11,000.00	104140.311	R11101253
	REBER, FAYE		ACH.1105251150.11017	11/1/2025	\$10,000.00	10,000.00	104140.312	Rees CPA
13253		54428	11/3/2025	11/3/2025	\$79.11	79.11	104210.450	ROADRUNNER AUTOMOTIVE AND DI
76937		54429	11/4/2025	11/4/2025	\$32.45	32.45	104510.280	ROCKY MOUNTAIN POWER
0124-1125		54430	11/4/2025	11/4/2025	\$62.91	62.91	104510.450	ROSENBURG ASSOCIATES
37650		54431	11/7/2025	11/7/2025	\$1,000.00	1,000.00	104510.410	SCHOLZEN PRODUCTS CO INC
POC# 6171		54432	10/30/2025	10/30/2025	\$75.00	75.00	516340.450	SCHOLZEN PRODUCTS CO INC
6946868		54432	11/3/2025	11/3/2025	\$44.42	44.42	536310.450	SCHOLZEN PRODUCTS CO INC
6947363		54432	11/4/2025	11/4/2025	\$58.47	58.47	536310.450	SCHOLZEN PRODUCTS CO INC
6947674		54432	11/4/2025	11/4/2025	\$47.05	47.05	536310.450	SCHOLZEN PRODUCTS CO INC
6947715		54432	11/5/2025	11/5/2025	\$135.00	104160.250	4.05	Bldg EQUIPMENT OPERATING
6947807		54432	11/6/2025	11/6/2025	8.10	104240.250	8.10	Inspect EQUIPMENT OPERATI
6948118		54432	11/6/2025	11/6/2025	22.95	104410.250	22.95	Streets EQUIPMENT OPERATI
	SCHOLZEN PRODUCTS CO INC				9.45	104510.250	9.45	Parks EQUIPMENT OPERATIN
					64.80	516340.250	64.80	O&M EQUIPMENT OPERATIN
					12.15	536310.250	12.15	Irrigation EQUIPMENT OPERA
					13.50	556350.250	13.50	Drainage EQUIPMENT OPERA
6948344	SCHOLZEN PRODUCTS CO INC	54432	11/6/2025	11/6/2025	\$35.28	104510.250	35.28	Parks EQUIPMENT OPERATIN
					\$458.13			Coupling and Maxi Paw
53584111025	Vendor Total:							
	Shred St. George	54433	11/10/2025	11/10/2025	\$39.95	28.76	104140.280	Admin UTILITIES
					9.99	516660.280	9.99	Admin UTILITIES
					1.20	556350.250	1.20	Drainage EQUIPMENT OPERA

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71840	Smith Hartwigsen, PLLC	54434	10/31/2025	10/31/2025	\$1,206.00	1,206.00	104140.311	Admin ATTORNEY	Work on Water Agreements with
416633	Southwest Utah Public Health Department	54435	11/3/2025	11/3/2025	\$125.00	125.00	516660.460	Admin CONTRACTED SERVICE	Bacterial Analysis for drinking water
ZMVKS2	STANDARD PLUMBING SUPPLY	54403	11/4/2025	11/4/2025	\$7.92	7.92	536310.450	Irigration WATER MAIN REPAIR	PVC Tee for irrigation repair
7007514688	STAPLES	54404	11/1/2025	11/1/2025	\$187.55	187.55	104140.240	Admin OFFICE EXPENSE, SUPPLIES	
112025	Steglich, Chayse	54436	11/6/2025	11/6/2025	\$165.00	165.00	104540.120	Rec PART TIME EMPLOYEES	Cleaning 111 South Main 8.25 h
R11101254	STEGLICH, RYKER	54406	11/1/2025	11/1/2025	\$400.00	400.00	104540.120	Rec PART TIME EMPLOYEES	Website / Social media
1544981	Steve Regan Co	54437	11/5/2025	11/5/2025	\$228.96	228.96	104510.250	Parks EQUIPMENT OPERATIN	Alligare and Bayer
110325	STEWART, MICHELE	54438	11/3/2025	11/3/2025	\$160.00	160.00	104540.120	Rec PART TIME EMPLOYEES	Cleaning Power Plant Park, 8 hours
INV1342	TAGG N GO EXPRESS CAR WASH	54407	11/5/2025	11/5/2025	\$28.49	28.49	104160.250	Bldg EQUIPMENT OPERATING	Add vehicle to fleet
					0.86	0.86	104240.250	Inspect EQUIPMENT OPERATING	
					1.71	1.71	104410.250	Streets EQUIPMENT OPERATING	
					4.84	4.84	104510.250	Parks EQUIPMENT OPERATING	
					1.99	1.99	104510.250	O&M EQUIPMENT OPERATING	
					13.68	13.68	104540.120	Irrigation EQUIPMENT OPERATING	
					2.56	2.56	104540.120	Drainage EQUIPMENT OPERATING	
10360	Tech Legion	54408	11/1/2025	11/1/2025	\$1,899.05	1,899.05	569.72	104140.315	Admin COMPUTER EQUIPMENT
					569.72	569.72	104210.315	Police COMPUTER EQUIPMENT	
					455.77	455.77	516660.315	Admin SOFTWARE OR INFOR	
					151.92	151.92	536310.315	Irrigation COMPUTER EQUIPMENT	
					151.92	151.92	556350.315	Drainage SOFTWARE & COMP	
1125	U.S. POSTAL SERVICE	54374	11/3/2025	11/3/2025	\$764.24	764.24	405.05	Admin OFFICE EXPENSE, SUPPLIES	
					405.05	405.05	104140.240	Admin OFFICE EXPENSE, SUPPLIES	
					229.27	229.27	516660.240	Irrigation OFFICE EXPENSE, SUPPLIES	
					38.21	38.21	536310.240	Drainage OFFICE EXPENSE, SUPPLIES	
1623179	UTAH LOCAL GOVERNMENT TRUST	112025	11/3/2025	11/3/2025	\$2,363.78	2,363.78	101564	Workers Comp Clearing	Worker's comp
PR103125-501	UTAH RETIREMENT SYSTEMS	1106253	11/5/2025	11/5/2025	\$14,087.12	14,087.12	887.98	Retirement Payable	401k
					11,395.09	11,395.09	102223	Retirement Payable	Retirement
					928.90	928.90	102223	Retirement Payable	457
					614.00	614.00	102223	Retirement Payable	Roth IRA
					261.15	261.15	102223	Retirement Payable	457 Loan
PR103125-449	Utah State Tax Commission	1115/2025	11/5/2025	11/5/2025	\$2,566.01	2,566.01	102222	State Withholding	State Income Tax
1551	WASHINGTON CO SOLID WASTE	54440	11/3/2025	11/3/2025	\$16.67	16.67	104160.270	Bldg B&G OPERATION AND MAINTENANCE	

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54566	WCWCDC	54410	10/31/2025	10/31/2025	\$1,270.30	1,270.30	516660.260	Admin WCWCDC Excess surchar	Excess Conservation Surcharge
54587	WCWCDC	54441	10/31/2025	10/31/2025	\$3,243.61	3,243.61	516660.410	Admin PRODUCT OR SERVIC	Water Development Surcharge
54590	WCWCDC	54441	10/31/2025	10/31/2025	\$6,743.70	6,743.70	516660.440	Admin CONNECTION COSTS	Residential connections
Vendor Total:					\$11,257.61				
R1101255	Weeks, James								
INV-XPR028818	Xpress Bill Pay	102025	10/31/2025	10/31/2025	\$1,238.08	1,238.08	104140.460	Admin ATTORNEY	Admin CONTRACT SERVICES
001503	ZIONS FIRST NATIONAL BANK CC	1113/2025	11/13/2025	11/13/2025	\$100.00	100.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest-Agricultural Farmers
004280	ZIONS FIRST NATIONAL BANK CC	1114/2025	11/14/2025	11/14/2025	\$280.23	280.23	104620.610	Comm COMMUNITY DEVELOP	Costco
004496	ZIONS FIRST NATIONAL BANK CC	1114/2025	11/14/2025	11/14/2025	\$15.29	15.29	104140.240	Admin OFFICE EXPENSE, SUP	Monthly Managers Luncheon
022155	ZIONS FIRST NATIONAL BANK CC	1114/2025	11/14/2025	11/14/2025	\$1,658.20	1,658.20	104620.610	Comm COMMUNITY DEVELOP	Planning Commission Appreciati
110725	ZIONS FIRST NATIONAL BANK CC	1117/2025	11/17/2025	11/17/2025	\$10.25	0.30	104160.250	Bldg EQUIPMENT OPERATING	Wash Kaige's truck
					0.62	104240.250	Inspect EQUIPMENT OPERATI		
					1.74	104410.250	Streets EQUIPMENT OPERATI		
					0.72	104510.250	Parks EQUIPMENT OPERATIN		
					4.92	516340.250	O&M EQUIPMENT OPERATIN		
					0.92	536310.250	Irrigation EQUIPMENT OPERA		
					1.03	556350.250	Drainage EQUIPMENT OPERA		
1476244	ZIONS FIRST NATIONAL BANK CC	1115/2025	11/15/2025	11/15/2025	\$63.62	63.62	104540.610	Rec EVENTS, FAIRS, & FESTI	Table covering & Stage decor
3167431	ZIONS FIRST NATIONAL BANK CC	10131/2025	10/31/2025	10/31/2025	\$309.98	309.98	104210.250	Police EQUIPMENT OPERATIN	Defibrillator batteries
3382669	ZIONS FIRST NATIONAL BANK CC	1119/2025	11/19/2025	11/19/2025	\$166.53	166.53	104540.610	Rec EVENTS, FAIRS, & FESTI	Santa Costume
4122628	ZIONS FIRST NATIONAL BANK CC	1119/2025	11/19/2025	11/19/2025	\$71.91	71.91	104540.610	Rec EVENTS, FAIRS, & FESTI	Santa Costume
41451240	ZIONS FIRST NATIONAL BANK CC	1115/2025	11/15/2025	11/15/2025	\$128.09	128.09	104510.250	Parks EQUIPMENT OPERATIN	Ant Spray from IFA
42527	ZIONS FIRST NATIONAL BANK CC	10131/2025	10/31/2025	10/31/2025	\$81.00	81.00	104620.610	Comm COMMUNITY DEVELOP	Logging for Ely Friedman ZRC
PO# 6158	ZIONS FIRST NATIONAL BANK CC	1115/2025	11/15/2025	11/15/2025	\$372.30	372.30	104540.610	Rec EVENTS, FAIRS, & FESTI	supplies
4875469	ZIONS FIRST NATIONAL BANK CC	1119/2025	11/19/2025	11/19/2025	\$6.28	6.28	104540.610	Rec EVENTS, FAIRS, & FESTI	Santa Costume
5936246	ZIONS FIRST NATIONAL BANK CC	10131/2025	10/31/2025	10/31/2025	\$107.44	107.44	104210.240	Police OFFICE EXPENSE, SUP	Glyistar Limited, Detective Joh
INV25307000113	ZIONS FIRST NATIONAL BANK CC				\$3,371.12				
Vendor Total:									
PR103125-234	ZIONS FIRST NATIONAL BANK	1106252	11/15/2025	11/15/2025	\$15,981.36	8,162.20	102221	FICA & FWT Withholding	Social Security/Tax

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					Total:		
					\$405,837.54		
							GL Account Summary
							FICA & FWT Withholding
							Workers Comp Clearing
							FICA & FWT Withholding
							State Withholding
							Retirement Payable
							Health Savings Account
							Police JUSTICE COURT
							Admin OFFICE EXPENSE, SUP
							Admin EQUIPMENT OPERATIN
							Admin UTILITIES
							Admin ATTORNEY
							Admin AUDITOR
							Admin COMPUTER EQUIPM
							Admin CONTRACT SERVICES
							Blg EQUIPMENT OPERATING
							Blg B&G OPERATION AND M
							Police VEHICLE MAINTANCE
							Inspect EQUIPMENT OPERATI
							Police EQUIPMENT OPERATIN
							Police COMPUTER EQUIPMEN
							Police DAT/INVESTIGATION/DI
							Police VEHICLE MAINTANCE
							Animal EQUIPMENT OPERATI
							Animal B&G OPERATIONS AN
							Streets EQUIPMENT OPERATI
							Parks EQUIPMENT OPERATIN
							Parks UTILITIES
							Parks CEMETARY IMPROVEM
							Parks Trails
							Parks RAP Tax
							Rec PART TIME EMPLOYEES
							Rec B&G OPERATION AND MA
							Rec EVENTS, FAIRS, & FESTI
							Comm COMMUNITY DEVELOP
							Total
							Accounts Receivable
							Turn on Fee/Renter Deposit
							O&M EQUIPMENT OPERATIN
							O&M SYSTEMS MAINTENANC
							Admin OFFICE EXPENSE, SUP
							Admin WICWCD Excess surchar
							Admin UTILITIES
							Admin SOFTWARE OR INFOR
							Admin PRODUCT OR SERVIC
							Admin CONNECTION COSTS
							Admin CONTRACTED SERVIC
							Total
72,434.72							Sewer PAYMENT TO ASH CRE
8024							Irrigation OFFICE EXPENSE, S

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					202.04	536310.250	Irrigation EQUIPMENT OPERA	
					151.92	536310.315	Irrigation COMPUTER EQUIPM	
					220.77	536310.450	Irrigation WATER MAIN REPAIR	
					654.97		Total	
					192.61	556350.240	Drainage OFFICE EXPENSE, S	
					238.12	556350.250	Drainage EQUIPMENT OPERA	
					151.92	556350.315	Drainage SOFTWARE & COMP	
					582.65		Total	
					\$406,897.54		GL Account Summary Total	

DRAFT

SURPLUS WATER AGREEMENT

This Surplus Water Agreement (“**Agreement**”) is entered into this _____ day of _____, 2025 (“**Effective Date**”), by and between Washington County Water Conservancy District (the “**District**”), a water conservancy district organized under the Utah Water Conservancy District Act and a political subdivision of the State of Utah, and La Verkin City, a municipal corporation and political subdivision of the State of Utah (“**City**”). The District and the City may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

- A. The City has three water rights from the Virgin River that the City currently uses to serve its irrigation service area.
- B. The infrastructure that is used by the City to deliver Virgin River water to the City’s irrigation service area is aging and in need of repair or replacement to minimize water loss.
- C. The District is willing to provide financial assistance to the City in making necessary improvements to its irrigation system consistent with the terms and conditions of this Agreement.
- D. In exchange for receiving such financial assistance, the City is willing to allow the District to use the City’s surplus Virgin River water, including the water savings realized from the improvements made to the City’s irrigation system and from future changes in water use, so long as the City receives an equivalent number of New Connections from the District and other consideration provided in this Agreement.

AGREEMENT

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

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

2. **District Obligations.** Subject to the City fulfilling its obligations under this Agreement, the District shall have the following obligations under this Agreement:

a. *District Financial Assistance.* The District will contribute up to a total amount of thirteen million six hundred sixty-four thousand five hundred dollars (\$13,664,500) to the City’s Secondary Water System Improvement Project (defined below), subject to and consistent with the terms and conditions of this Agreement, including the following:

i. *Payment.* The District shall make payments for the Secondary Water System Improvement Project. For purposes of this agreement, “Secondary Water System Improvement Project” means improvements

to the Secondary Water System (defined below) mutually agreed to by the Parties and associated debts. The responsibilities and process for payments to the Secondary Water System Improvement Project vendors are contained in a separate Memorandum of Understanding between the District and the City.

- ii. *Cessation of Payment Obligation.* Once the District has paid the total amount identified in this Section 2(a), or if the Secondary Water System Improvement Project ceases, the District shall have no further payment obligation.
- iii. *Perpetual Use.* The District shall have the first right to use the surplus water realized from the water savings of the Secondary Water System Improvement Project and from future changes in water use in perpetuity.

b. *Delivery of New Connections to City.* The District shall provide to the City New Connections from the District's System, subject to and consistent with the terms and conditions of this Agreement, including the following:

- i. *Surplus Secondary Water Rights.* The Surplus Secondary Water Rights identified in Exhibit A, which is attached and incorporated herein by this reference, shall not be reduced without balancing the ledger of New Connections provided under Sections 2(b)(iv) and 4 of this Agreement. For purposes of this Agreement, "**Surplus Secondary Water Rights**" means the difference between the total amount in acre-feet of the City's "**Secondary Water Rights**," as identified in Exhibit B, which is attached and incorporated herein by this reference, minus the acre-feet used by the City for the Secondary Irrigation Area and minus the acre-feet exchanged with the District under the Water Exchange Agreement. For purposes of this Agreement, "**Secondary Irrigation Area**" means the current amount, at the Effective Date of this Agreement, of irrigated landscape, garden, or agriculture areas associated with residential, commercial, agricultural, or industrial uses that can be reliably and regularly supplied by the City's Secondary Water System as of the Effective Date of this Agreement, taking into account leakage and other system losses. For purposes of this Agreement, "**Secondary Water System**" means the portion of the City's municipal water system used to receive, convey, store, and deliver water under the Secondary Water Rights that is (i) currently owned or operated by the City; or (ii) to be hereafter owned or operated by the City.
- ii. *Secondary Irrigation Area.* After completion of the Secondary Water System Improvement Project, the City shall not expand the geographical boundaries of its Secondary Irrigation Area as identified in Exhibit C, which is attached and incorporated herein by this reference.

- iii. *Number of New Connections.* The number of New Connections available to the City shall be based on the Surplus Secondary Water Rights and the Level of Service for each New Connection at the time of Impact Fee payment. To illustrate, given the Surplus Water Rights at buildout as identified in Exhibit A, the District would provide to the City two thousand three hundred and five (2,305) New Connections based on the Level of Service at the Effective Date of this Agreement, three thousand four hundred eighty-seven (3,487) New Connections based on the ultra water efficient Level of Service at the Effective Date of this Agreement, or an amount of New Connections in between the two. The City and the District acknowledge that the Level of Service is determined by the State of Utah. The City and the District acknowledge and agree that the number of New Connections represents a substantially equivalent volume of water to the City in consideration of the Surplus Secondary Water Rights being provided to the District.
- iv. *Ledger of New Connections.* The Parties shall work together in good faith to establish a system, such as a ledger, to account for the total number of New Connections provided by the District to the City pursuant to this Agreement. Upon the Effective Date, the City shall immediately draw upon the New Connections as the City approves development as set forth in Section 8.9.1 (Impact Fees) of the Revised Regional Water Supply Agreement dated January 1, 2019, as it may be amended and/or renumbered from time to time. Upon the Effective Date, the City shall use the New Connections resulting from this Agreement for future growth.
- v. *Impact Fee.* The Impact Fee shall be paid for each New Connection by the landowner/developer. Once the Impact Fee has been paid for the New Connection, the City will be entitled to the resulting number of Equivalent Residential Connections in perpetuity.
- vi. *Delivery Location.* The District shall deliver water for the New Connections to the point(s) of delivery from the District's System to the City's Municipal System (collectively, "**Delivery Points**"). Exhibit D, which is attached and incorporated herein by this reference, identifies (A) each Delivery Point and (B) distinguishes between the end of the District's System and the beginning of the Municipal System.

c. *Consideration.* The District's financial assistance provided under Section 2(a) of this Agreement and the New Connections provided under Section 2(b) of this Agreement shall represent fair and full consideration for the District's use of the Surplus Secondary Water Rights.

3. **City Obligations.** Subject to the District fulfilling its obligations under this Agreement, the City shall have the following obligations under this Agreement:

a. *Delivery of Surplus Secondary Water Rights to District.* The City shall use reasonable efforts to make available to the District the full quantity of the Surplus Secondary Water Rights in perpetuity, in consideration of the District's obligations herein, including providing the resulting number of Equivalent Residential Connections from New Connections in perpetuity. The Surplus Secondary Water Rights shall be in addition to any water provided under the separate Water Exchange Agreement.

- i. *District's Diversion of Surplus Secondary Water Rights.* In a calendar year, the District has the right, in its discretion, to divert up to the full quantity of the available Surplus Secondary Water Rights.
- ii. *District's Use of Surplus Secondary Water Rights.* The District shall have the right to use the Surplus Secondary Water Rights anywhere throughout its drinking water system, as approved by the Change Application as that term is defined in the separate Water Exchange Agreement between the Parties.

4. **Coordination.** Prior to April 1st of each calendar year, the District and the City shall meet to coordinate regarding the terms of this Agreement, including balancing the ledger of New Connections and the amount of Surplus Secondary Water Rights deliveries from the City.

5. **Reasonable Efforts.** The City shall use commercially reasonable efforts to cause the available Surplus Secondary Water Rights to be delivered for the District to use. Neither Party shall be in default under this Agreement if such water is not available due to physical or legal water availability such as drought; weather and climate conditions; administrative action by a Governmental Authority, including priority-based curtailment; senior diversions; hostile diversions; or other, similar causes.

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

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

8. **Term and Termination.** This Agreement shall have a perpetual term unless the Parties terminate this Agreement through written agreement signed by each Party or if this Agreement is terminated by default of a Party pursuant to the provisions of Section 9 of this Agreement. If this Agreement is terminated, the Parties shall execute any necessary documents to withdraw the Change Application, as that term is defined in the separate Water Exchange Agreement between the Parties, or otherwise revert the Secondary Water Rights back to the City's sole use.

9. Miscellaneous

a. Default.

- i. Subject to Section 9(b), if a Party fails to perform its obligations hereunder, or comply with the terms and provisions hereof, and such failure remains uncured for a period of thirty (30) days (“**Cure Period**”) after receiving written notice of default from the non-breaching Party, then the non-breaching Party may, in its discretion, pursue all rights and remedies which it may have at law and in equity, including but not limited to injunctive relief, specific performance, damages, and/or termination of the Agreement;
- ii. If a default described in Section 9(a) cannot reasonably be cured within the Cure Period, and the defaulting Party has commenced to cure such default within the Cure Period and thereafter uses reasonable efforts to cure the default, then the Cure Period shall be extended to one hundred eighty (180) days (including the original period of thirty (30) days), so long as the defaulting Party continues diligently pursuing cure of the default. If, however, the default remains uncured for a period of one hundred eighty (180) days in the aggregate, then the non-defaulting Party may, in its discretion, pursue all rights and remedies which it may have at law and in equity, including but not limited to injunctive relief, specific performance, damages, and/or termination of the Agreement.

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

- c. **Mutual Indemnity.** The Parties are “governmental entities” as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et. seq.). Nothing in this Agreement will be construed as a waiver by either or both Parties of any rights, limits, protections, or defenses provided by the Utah Governmental Immunity Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a Party to this Agreement is otherwise entitled. Subject to and consistent with the Utah Governmental Immunity Act, each Party (as the “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other Party and its board, managers, members, agents, and employees

- (collectively, the “**Indemnified Party**”) from and against all claims and liabilities (including reasonable attorney’s fees and court costs) caused by or arising out of any third-party claim alleging: (a) a negligent or more culpable act or omission of the Indemnifying Party, including any reckless or willful misconduct, in connection with the performance of its obligations under this Agreement, (b) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable act or omission of the Indemnifying Party, including any reckless or willful misconduct, or (c) violation of Applicable Laws by the Indemnifying Party, except to the extent a claim or liability under Section 9(a) and (b) results from the gross negligence, recklessness, or willful misconduct of the Indemnified Party.
- d. **Notice.** Any and all notices, demands, or other communications required pursuant to this Agreement must be in writing and shall have been properly given and effective when received by the Party to be noticed, or when deposited in the United States mail, certified or registered, or when deposited with a nationally recognized overnight delivery service which keeps receipts of delivery, to the following addresses:

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

To the City at:
La Verkin City
Attn: Mayor
435 N Main St.
La Verkin, Utah 84745

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

- e. **Governing Law and Venue.** The laws of the State of Utah shall govern this Agreement and the transactions contemplated by this Agreement, without giving effect to the choice of law rules thereof. The Parties agree that any judicial action associated with this Agreement shall be taken in the St. George District Court of the Fifth Judicial District of the State of Utah.
- f. **Assignment.** Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement and any such purported assignment or other transfer shall be void.

- g. **Binding Effect.** This Agreement shall bind and benefit the respective successors and assigns of the Parties.
- h. **Modification.** No modification of this Agreement shall be valid unless made in writing and duly executed by both Parties.
- i. **Interpretation.** The Parties hereto acknowledge and agree that: (i) each Party has had a full and fair opportunity to have counsel review and to negotiate the terms of this Agreement; and (ii) the terms and provisions of the Agreement shall be construed fairly to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.
- j. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a final decision of a court of competent jurisdiction, any enforceable portion thereof, and the remaining provisions of this Agreement, shall continue in full force and effect.
- k. **Further Assurances.** The Parties to this Agreement agree to do such further acts, take such action, and to execute and deliver to each other such additional agreements, certificates, documents, and instruments as may reasonably be required or deemed advisable to effect the purposes of this Agreement.
- l. **Regional Water Supply Agreement Definitions.** Unless otherwise defined in this Agreement, capitalized terms shall have the meaning set forth in Section 1.1 of the Regional Water Supply Agreement dated as of January 1, 2019 by and among the District and various Municipal Customers, as it may be amended from time to time.
- m. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, contains the entire agreement by and between the Parties with respect to the subject matter hereof, and supersedes any prior promises, representations, warranties, inducements or understanding between the Parties which are not contained herein.
- n. **No Relationship.** Nothing in this Agreement creates, or is intended to create, any interlocal entity, partnership, joint venture, or fiduciary relationship between the Parties.
- o. **No Third-Party Rights.** The obligations of the District and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties not a party to this Agreement.

- p. **No Waiver.** Any Party's failure to enforce any of the provisions of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may be waived only in writing by the Party intended to be benefitted by the provision, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provision.
- q. **Counterparts.** This Agreement may be signed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. The Parties intend that fax or emailed .pdf signatures constitute original signatures and that a faxed or emailed agreement containing the signatures (original, .pdf, or faxed) of all the Parties is binding on the Parties.
- r. **Force Majeure.** No Party shall be considered to be in default with respect to any obligation herein and no Party shall forfeit any right provided herein if the defaulting Party was prevented from fulfilling such obligation or exercising such right by reason of Uncontrollable Forces. A Party rendered unable to fulfill any obligation or exercise any right by reason of Uncontrollable Forces shall use every reasonable effort to remove such inability with all reasonable dispatch.

[Signatures on following pages]

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

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

By: _____

Name: Ed Bowler

Its: Chair, Board of Trustees

ATTEST:

Secretary, Board of Trustees

APPROVED AS TO FORM:

By: _____

Name: Jodi Richins

Its: District Counsel

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

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

By: _____
Name: Kelly Wilson
Its: Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

By: _____
Name: _____
Its: City Attorney

Exhibit A
Surplus Secondary Water Rights

The City will experience a consistent surplus of secondary water under normal operating conditions, with surplus volumes expected to increase due to reductions in agricultural usage and system efficiency gains. The table below summarizes projected Surplus Water Rights under Secondary Water System Improvement Project implementation, 10-year, 20-year, and full buildout conditions.

Milestone	Estimated Surplus Secondary Water (acre feet)
Secondary Water System Improvement Project	976
10-Year (2035)	956
20-Year (2045)	1,052
Build Out	1,360

Sunrise Engineering, Memorandum: La Verkin City Surplus Secondary Water Availability, June 4, 2025.

Exhibit B
Secondary Water Rights

1. Water Right No. 81-2477, Change Application No. a13530 (Certificated), 1,630 acre feet, Priority: 1890.
2. Water Right No. 81-4334, No change application, 990 acre feet, Priority: 1900.
3. Water Right No. 81-2481, Change Application No. a5300 (Certificated), 20 acre feet, Priority: 1890.

Exhibit C
Secondary Irrigation Area Geographical Boundary

[Exhibits on following page]



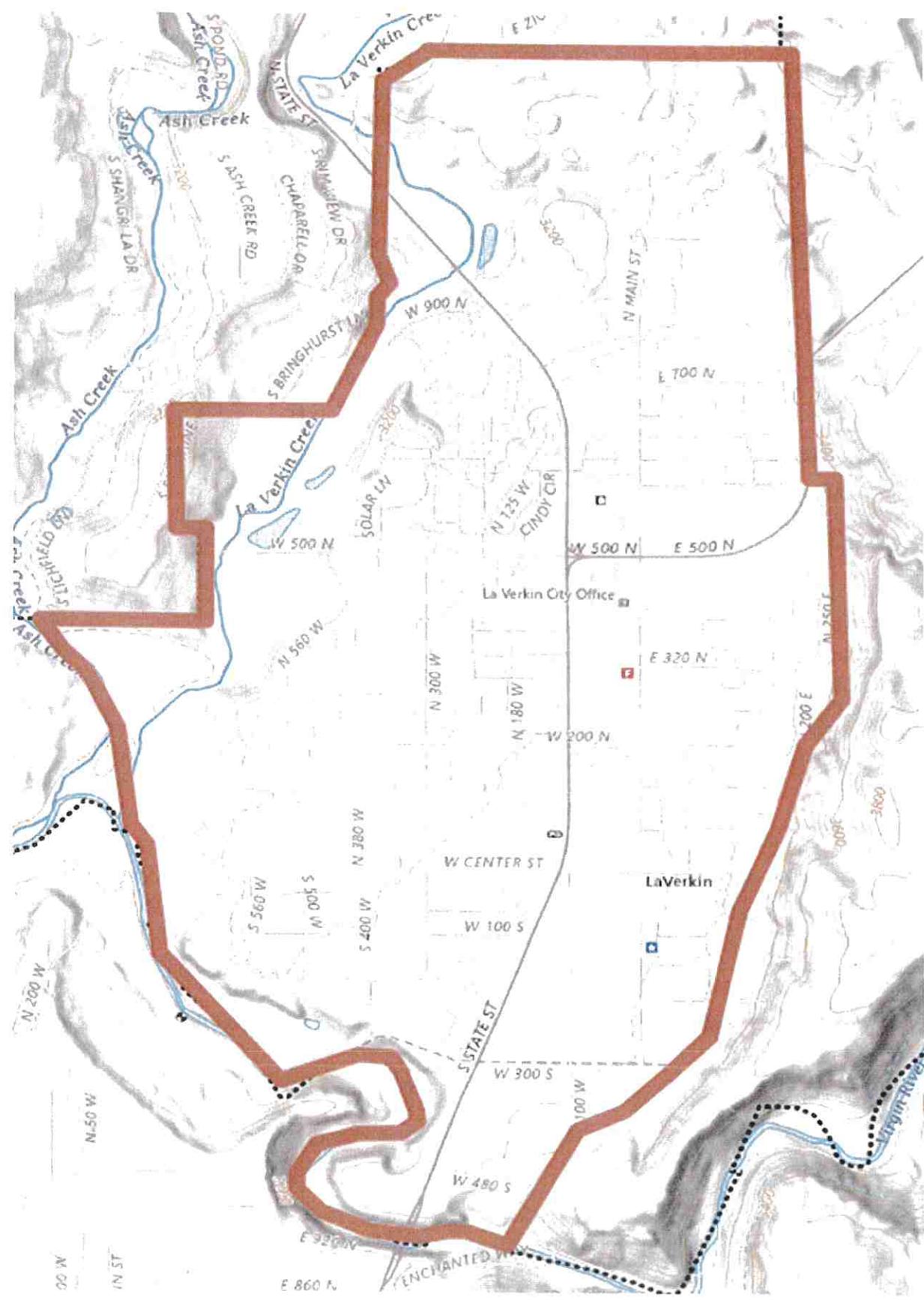
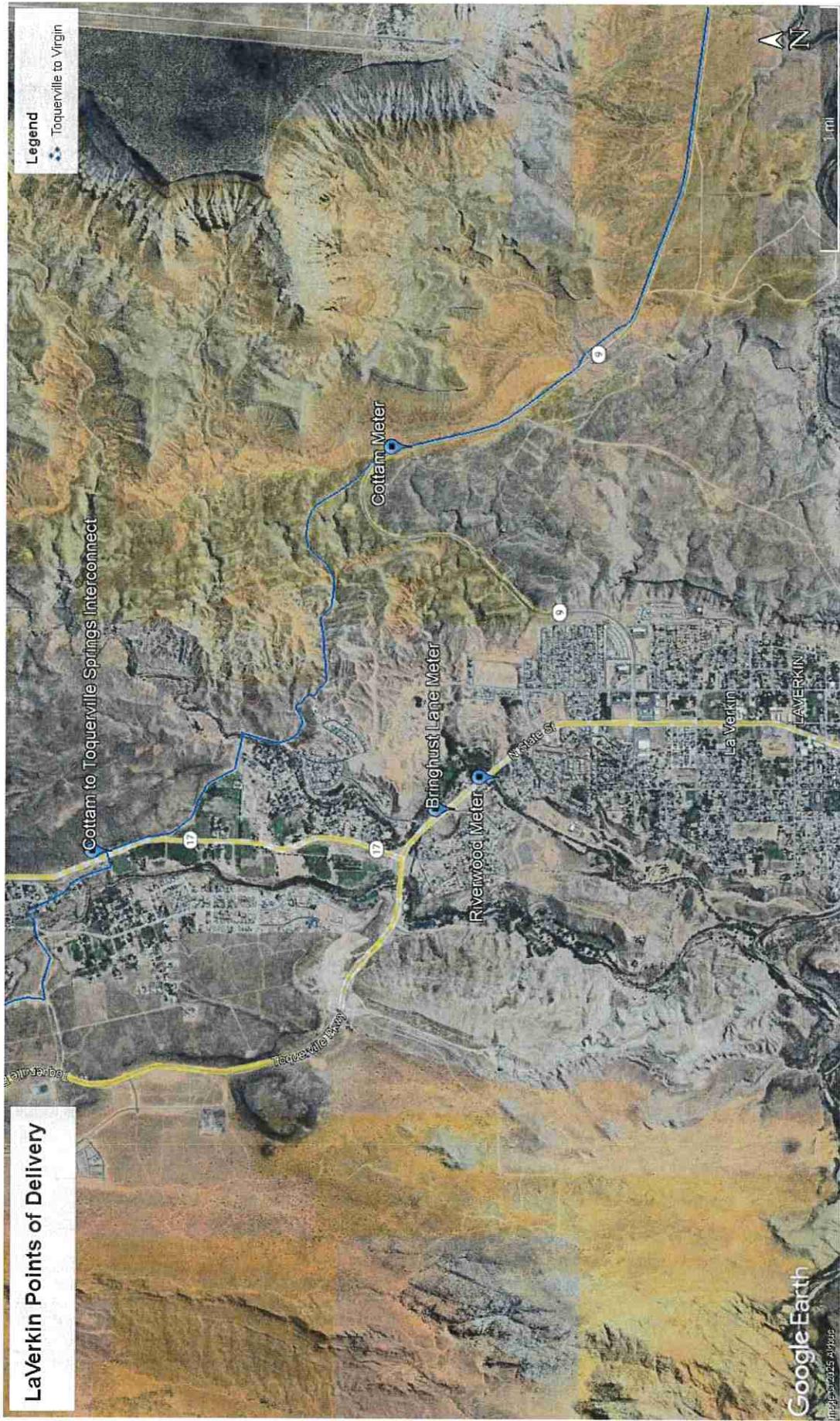


Exhibit D
Delivery Points

[Exhibit on following page]



MEMORANDUM OF UNDERSTANDING
La Verkin Secondary Water System Improvement Project

Effective November ___, 2025, this Memorandum of Understanding (MOU) is made between Washington County Water Conservancy District (District) and La Verkin City (City).

I. AUTHORITY

The statutes authorizing the District to enter into this MOU and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act), 17B-1-101 *et seq.* (Special Districts), and 17B-2a-1001 *et seq.* (Water Conservancy District Act).

The statutes and regulations authorizing the City to enter into this MOU and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act) and 10-8-1 *et seq.* (Municipal General Powers).

II. PURPOSE

The District and City are coordinating on the La Verkin Secondary Water System Improvement Project (Project) as defined in the Surplus Water Agreement dated November ___, 2025. The District is providing financial assistance up to \$13,664,500 for the Project. The District will make payments to Project vendors procured by the City through the District's project delivery system (Kahua).

III. RESPONSIBILITIES OF PARTIES

To accomplish the purpose described above, the Parties respectively agree to pursue in good faith the following:

A. Washington County Water Conservancy District

1. Provide the City and Project vendors access to Kahua for invoice submittal and review.
2. Review Project invoices and resolve any questions with the City within five (5) business days of invoice approval from the City.
3. Pay Project vendors through Kahua in accordance with contracts between the City and Project vendors.
4. Pay Project invoices up to a total of \$13,664,500.

B. La Verkin City

1. Procure and contract with vendors for the Project.
2. Include in Project contracts at least thirty (30) days for invoice payment and invoices to be submitted through Kahua by the 10th day of each month.

3. Review Project invoices to confirm work performed and notify the District of payment approval within five (5) business days of the vendor submitting its invoice through Kahua.
4. Pay Project invoices above and beyond \$13,664,500.

VI. GENERAL

1. Amendment. This MOU may be amended through written agreement of all Parties.
2. Termination. Any party may end its participation in this MOU for any reason and at any time by providing written notice to the other Parties. If not terminated earlier, this MOU will end when all of the Parties have fulfilled their respective commitments described above or December 31, 2027, whichever occurs first.
3. Other Agreements. Nothing in this MOU limits any Party from entering into other agreements with one another or with third parties.
4. Release. The Parties agree to release one another from any and all loss, injury, damages, debts, obligations, claims, demands, encumbrances, deficiencies, costs, penalties, suits, proceedings, expenses whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought) and other liabilities of every kind, nature and description arising out of performance under this MOU. This release shall survive any termination of this MOU. However, if a third party were to challenge anything arising out of the performance under this MOU, each Party will bear its own costs and incur any liabilities imposed by the third-party action.
5. No Third-Party Beneficiaries. Nothing in this MOU is intended to create any rights, duties, or obligations by the Parties to any person or entity not a party, and this MOU shall not be deemed to give rise to any right by any person or entity not a party against any Party to this MOU. Nothing in this MOU is intended to nor shall be deemed to relieve or discharge the obligation or liability of any person or entity not a party to this MOU.
6. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
7. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
8. Immunity and defenses retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
9. Enforceability. The Parties agree that this MOU does not create any contractual, or any other legal obligations meant to be enforceable by operation of law.

10. Counterparts. This MOU may be executed in counterparts.
11. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this MOU.
12. Laws and Regulations. Any and all actions performed pursuant to this MOU will comply fully with all applicable Federal, State and local laws and regulations.
13. Points of Contact. Each Party designates below a primary point of contact ("POC") to coordinate all matters concerning the carrying out of activities under this MOU. Any modifications to the POC will be provided in writing to the other parties. The contacts for work related to the project are:

Party	Point of Contact	Address	Telephone	e-mail
District	Trinity Stout	533 East Waterworks Dr. St. George, UT 84770	435.673.3617	trinity@wcwcd.gov
City	Derek Imlay	435 North Main Street La Verkin, Utah 84745	435.635.2581	derek.imlay@laverkin.gov

Entered into and effective on the date first written above:

Zachary Renstrom, General Manager
Washington County Water Conservancy District

Kelly Wilson, Mayor
La Verkin City

APPROVED AS TO FORM:

Counsel for La Verkin City

Counsel for Washington County Water Conservancy District

DRAFT

WATER EXCHANGE AGREEMENT

This Water Exchange Agreement (“**Agreement**”) is entered into this _____ day of _____, 2025 (“**Effective Date**”), by and between Washington County Water Conservancy District (“**District**”), a water conservancy district organized under the Utah Water Conservancy District Act and a political subdivision of the State of Utah, and La Verkin City, a municipal corporation and political subdivision of the State of Utah (“**City**”). The District and the City may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

- A. The City has three water rights from the Virgin River that the City currently uses for irrigation water.
- B. The City and the District desire to exchange the City’s water from the Virgin River for other water provided by the District, consistent with the terms and conditions of this Agreement.

AGREEMENT

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

1. **Recitals.** The above-referenced recitals are incorporated into this Agreement by this reference.
2. **Exchange.** The Parties acknowledge and agree that this is an exchange of water rights or sources of water supply for other water rights or sources of water supply that the City determines will equally enable the City to meet the needs of its designated water service area as contemplated under the Utah Constitution, Article XI, Section 6(2)(c).

3. Water Diversions and Deliveries.

- a. *District’s Diversion and Use of Secondary Water Rights.* In a calendar year, the District shall have the right to divert and use up to the full amount of the City’s Virgin River water rights as identified in Exhibit A, which is attached and incorporated herein by this reference (“**Secondary Water Rights**”), as approved by the Change Application (defined below), provided that the District deliver to the City an equal quantity of water from the District Water Supplies. The District’s diversion of the Secondary Water Rights shall be subject to and contingent upon physical and legal water availability.

- ol b. *District’s Delivery of Water to the City.* In a calendar year, the District shall deliver District Water Supplies to the City in an amount up to the quantity of water the City anticipates it will need to serve its Secondary Water System (defined below). Delivery of District Water Supplies shall be subject to and contingent upon physical and legal water availability. If it is determined that an excess amount of the Secondary Water Rights have been diverted by the District, or that an excess amount of District Water Supplies has been delivered to the City, the Parties shall work in good faith to resolve any imbalance.

c. *Rate and Timing of District's Delivery of Water.* Subject to the physical capacity of the District Reuse Facilities, maintenance, and emergency conditions, the District shall make water available to the City, at the flow rates and times determined mutually by the Parties, for the City to supply its customers' daily secondary water demand. For purposes of this Agreement, "**District Reuse Facilities**" includes all water, collection, conservation, development, storage, treatment, supply, transportation, and distribution facilities, hydroelectric generating, transmission and distribution facilities, and related facilities used to receive, convey, store, treat and deliver reuse water that are (i) currently owned or operated by the District; or (ii) to be hereafter owned or operated by the District.

d. *Delivery Location.* The District shall deliver District Water Supplies to the point(s) of delivery from the District Reuse Facilities to the City's Secondary Water System (collectively, "**Delivery Points**"). The District's deliveries shall be metered at or near the Delivery Points. Exhibit B identifies (A) each Delivery Point and (B) distinguishes between the end of the applicable District Reuse Facilities and the beginning of the Secondary Water System. For purposes of this Agreement, "**Secondary Water System**" means the portion of the City's municipal water system used to receive, convey, store, and deliver water under the Secondary Water Rights that is (i) currently owned or operated by the City; or (ii) to be hereafter owned or operated by the City.

e. *Reasonable Efforts.* Each Party shall use commercially reasonable efforts to cause the exchanged water to be delivered to the other Party. Neither Party shall be in default under this Agreement if such water is not available due to physical or legal water availability such as drought; weather and climate conditions; administrative action by a Governmental Authority, including priority-based curtailment; senior diversions; hostile diversions; or other, similar causes.

f. *Coordination.* Prior to April 1st of each calendar year, the District and the City shall meet to coordinate regarding the terms of this Agreement, including resolving any water delivery imbalances.

4. **Change Application.**

a. Change Application. Prior to exchanging any water pursuant to this Agreement, a permanent change application authorizing the District to use up to the full amount of the Secondary Water Rights in the District's water system and service area ("**Change Application**") must be approved by the Utah State Engineer (Utah Division of Water Rights), and all applicable appeal periods must have run with respect to the Change Application approval.

b. Filing Change Application. The District will prepare a draft of the Change Application and deliver it to the City for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The Change Application shall request authorization for the use of up to the full volume of the Secondary Water Rights in the Parties' water systems and service areas. Both Parties shall sign the Change Application.

The District will pay the filing fee for the Change Application and will be primarily responsible to prosecute it.

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

d. Approval of Change Application. The Change Application shall be approved by the Utah State Engineer on terms and conditions consistent with this Agreement. In the event that (A) the Change Application is protested, (B) approval of the Change Application is subject to a request for reconsideration or petition for judicial review, (C) the Utah State Engineer rejects the Change Application, or (D) the Utah State Engineer imposes conditions on approval of the Change Application that the District or the City deems unacceptable, the District and the City shall jointly decide (i) whether or how to continue to prosecute the Change Application to a final, non-appealable Order that is satisfactory to both the District and the City, or (ii) whether to withdraw the Change Application or stop prosecuting it. Neither Party will unreasonably withhold, delay, or condition their consent of the Change Application.

e. Maintaining the Change Application in Good Standing. The City shall comply with the Utah State Engineer's reporting requirements and file all subsequent applications, requests, reports, or other documents necessary to keep active and maintain the Change Application in good standing. The District will provide documents and information in its possession, and otherwise cooperate, to help the City comply with the requirements. The District will pay the filing fee for extension requests and proofs. The Parties shall equally split the underlying costs, including engineering and legal costs, of preparing and filing extension requests and proofs.

5. **Costs.** Except for the filing fee for the Change Application, extension requests, and proofs, which shall be paid by the District, each Party shall bear all their own costs incurred in preparing, executing, and carrying out this Agreement, including constructing or maintaining water system infrastructure, facilities, measurement devices, and diversion works. Specifically:

a. The City shall perform all operations, maintenance, repair, and replacement ("O&M") on its Secondary Water System and its appurtenant facilities in a safe, good, and workmanlike manner; in compliance with applicable law; in conformance with industry standards; and consistent with the terms of this Agreement.

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

6. **Measurement.** The Parties shall agree on the type, installation, location, or use of appropriate measuring devices to account for all water exchanged under this Agreement. Each

Party shall make records available to the other Party to ensure quantities of water are provided in accordance with this Agreement.

7. Term and Termination. This Agreement shall have a perpetual term unless the Parties terminate this Agreement through written agreement signed by each Party or unless the Agreement is terminated by default of a Party pursuant to the provisions of Section 8 of this Agreement. If this Agreement is terminated, the Parties shall execute any necessary documents to withdraw the Change Application or otherwise revert the Secondary Water Rights back to the City's sole use.

8. Miscellaneous

a. Default.

- i. Subject to Section 8(b), if a Party fails to perform its obligations hereunder, or comply with the terms and provisions hereof, and such failure remains uncured for a period of thirty (30) days ("Cure Period") after receiving written notice of default from the non-breaching Party, then the non-breaching Party may, in its discretion, pursue all rights and remedies which it may have at law and in equity, including but not limited to injunctive relief, specific performance, damages, and/or termination of the Agreement.
- ii. If a default described in Section 8(a) cannot reasonably be cured within the Cure Period, and the defaulting Party has commenced to cure such default within the Cure Period and thereafter uses reasonable efforts to cure the default, then the Cure Period shall be extended to one hundred eighty (180) days (including the original period of thirty (30) days), so long as the defaulting Party continues diligently pursuing cure of the default. If, however, the default remains uncured for a period of one hundred eighty (180) days in the aggregate, then the non-defaulting Party may, in its discretion, pursue all rights and remedies which it may have at law and in equity, including but not limited to injunctive relief, specific performance, damages, and/or termination of the Agreement.

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

c. Mutual Indemnity. The Parties are "governmental entities" as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et. seq.). Nothing in this Agreement will be construed as a waiver by either or both Parties of any rights, limits,

protections, or defenses provided by the Utah Governmental Immunity Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a Party to this Agreement is otherwise entitled. Subject to and consistent with the Utah Governmental Immunity Act, each Party (as the “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other Party and its board, managers, members, agents, and employees (collectively, the “**Indemnified Party**”) from and against all claims and liabilities (including reasonable attorney’s fees and court costs) caused by or arising out of any third-party claim alleging: (a) a negligent or more culpable act or omission of the Indemnifying Party, including any reckless or willful misconduct, in connection with the performance of its obligations under this Agreement, (b) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable act or omission of the Indemnifying Party, including any reckless or willful misconduct, or (c) violation of applicable law by the Indemnifying Party, except to the extent a claim or liability under Section 8(a) and (b) results from the gross negligence, recklessness, or willful misconduct of the Indemnified Party.

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

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

To the City at:
La Verkin City
Attn: Mayor
435 N Main St.
La Verkin, Utah 84745

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

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

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

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

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

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

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

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

l. **Regional Water Supply Agreement Definitions.** Unless otherwise defined in this Agreement, capitalized terms shall have the meaning set forth in Section 1.1 of the Regional Water Supply Agreement dated as of January 1, 2019 by and among the District and various Municipal Customers, as it may be amended from time to time.

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

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

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

p. **No Waiver.** Any Party's failure to enforce any of the provisions of this Agreement shall not constitute a waiver of the right to enforce such provision. The

provisions of this Agreement may be waived only in writing by the Party intended to be benefitted by the provision, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provision.

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

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

[Signatures on following pages]

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

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

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

ATTEST:

Secretary, Board of Trustees

APPROVED AS TO FORM:

By: _____
Name: Jodi Richins
Its: District Counsel

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

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

By: _____
Name: Kelly Wilson
Its: Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

By: _____
Name: Fay Reber
Its: City Attorney

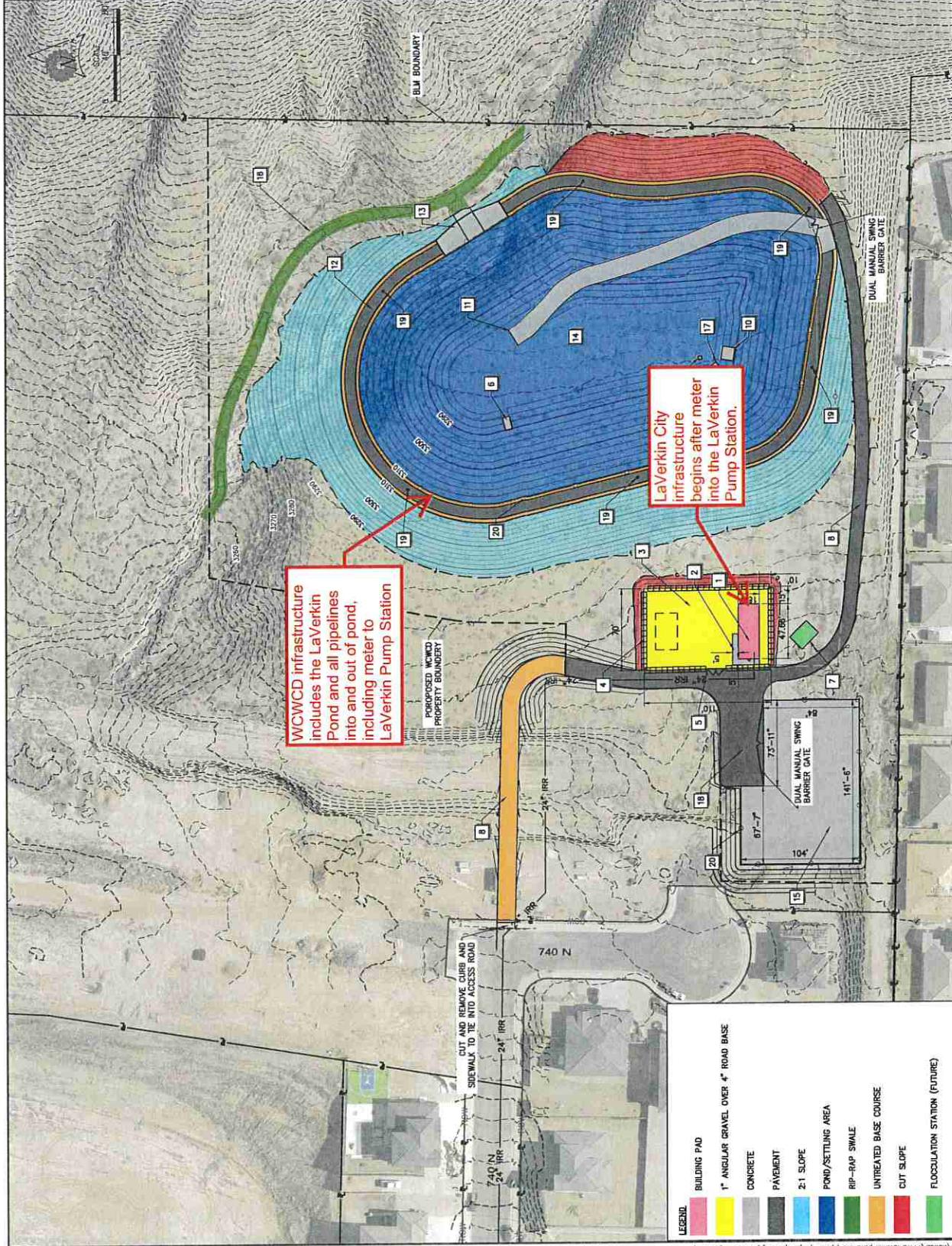
Exhibit A
Secondary Water Rights

1. Water Right No. 81-2477, Change Application No. a13530 (Certificated), 1,630 acre feet, Priority: 1890.
2. Water Right No. 81-4334, No change application, 990 acre feet, Priority: 1900.
3. Water Right No. 81-2481, Change Application No. a5300 (Certificated), 20 acre feet, Priority: 1890.

Exhibit B
Delivery Points

[Exhibit on following page]

GENERAL NOTES	
1. CONTRACTOR SHALL RAISE OR LOWER ALL EXISTING FRIGATION, ELECTRICAL, OR OTHER MILITARY BOXES AS NEEDED TO MATCH ADJUSTED GRADES.	
SITE PLAN NOTES	
1	PUMP STATION (SEE BUILDING SHEETS)
2	CONCRETE PLATWYK (6" THICKNESS)
3	1" ANGULAR GRAVEL OVER 4" ROAD BASE
4	CMU WALL PER DETAIL A/P02
5	16" DOUBLE PANEL FENCE GATE PER A/P03
6	OUTLET STRUCTURE PER SHEET P01
7	FLOCCULATION STATION (FUTURE)
8	ACCEES ROAD - 3" ASPHALT OVER 6" BASE
9	LEAK COLLECTION DRAIN PER DETAIL A/P09
10	INLET STRUCTURE PER SHEET P02
11	LOADER RAMP PER A/P05
12	TOPICAL TRAIL PER DETAIL A/P08
13	SPILLWAY PER A/P04
14	POND AND SETTLING AREA
15	DRYING BED DETAIL A/P03
16	RIP RAP SMALL PER A/P04
17	DRAIN OUTLET PER DETAIL A/P03
18	ACCESS TO DRYING BED - 3" ASPHALT OVER 8" BASE
19	BENCHMARK PER C/P08
20	GUARDRAIL PER B/P08



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF LAVERKIN, UTAH,
ESTABLISHING A WORK/LIVE ZONE AS ARTICLE 10-6G4-1 ET. SEQ. OF THE
LAVERKIN CITY MUNICIPAL CODE

WHEREAS the City Council of LaVerkin recognizes the need to promote flexible land uses that combine residential and limited commercial or professional activities in designated areas; and

WHEREAS the creation of a Work/Live Zone is intended to encourage economic development, support small business ownership, and provide a compatible environment where residents may live and work without adverse impacts on the surrounding community; and

WHEREAS a public hearing regarding this matter has been held after public notice in accordance with the requirements of Utah state law; and

WHEREAS the LaVerkin City Council deems it necessary and desirable for the orderly growth and development of the City of LaVerkin,

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of La Verkin, Utah that Article G of Section 10-6G4-1 et. seq. be approved and adopted as follows:

ARTICLE G. WORK/LIVE ZONE (WL)

SECTION:

[10-6G4-1: Purpose](#)

[10-6G4-2: Definitions](#)

[10-6G4-3: Limitations](#)

[10-6G4-4: Permitted Uses](#)

[10-6G4-5: Business Use Approval](#)

[10-6G4-6: Prohibited Uses](#)

[10-6G4-7: Height Regulations](#)

[10-6G4-8: Area, Width, And Yard Requirements](#)

[10-6G4-9: Requirements](#)

[10-6G4-10: Development Requirements/Standards](#)

[10-6G4-11: Application Requirement](#)

written approval of the development's property owners' association, shall then be forwarded to the Administrative Land Use Authority (ALUA) for consideration and approval. The applicant shall demonstrate that the proposed business use shall not have the potential to adversely affect others living in the development and that dust, heat, noise, glare, noxious fumes, odor, vibration or other business-related impacts will not affect other residents or businesses in the development. Upon finding that the proposed business use either does or does not meet the purpose of the Work/Live Zone, The ALUA shall have authority to approve or deny the proposed business use. If approved by the ALUA, the ALUA shall also have the authority to set and approve hours of operation for businesses.

10-6G4-6: PROHIBITED BUSINESS USES:

Automobile repair (commercial)
Banks
Building material outlets
Car wash
Car/vehicle/RV sales
Convenience stores
Daycare centers
Department stores
Entertainment venues
Equipment sales
Funeral services
Gas stations
Grocery/Markets
Gyms
Heavy Industrial/manufacturing
Large scale retailers
Outdoor storage
Recreation facilities
Restaurants
Retail stores (large scale)
Sheet metal shops
Special event centers
Studios/schools
Vacation rentals
Veterinary services
Such other uses deemed by the ALUA to be incompatible with the purpose and intent of the zone

10-6G4-7: HEIGHT REGULATIONS:

No building or structure shall be greater than two (2) stories or erected to a height greater than thirty-five feet (35') as measured from its tallest side or point, except that facades, rooflines, and other non-occupied building improvements or structures may be constructed to a height of forty-five feet (45'), inclusive of the underlying building structure. The residential portion of the

10-6G4-1: PURPOSE:

The purpose of the Work/Live Zone is to provide areas for establishment of Work/Live Developments within retail commercial zones where individuals may both reside and conduct small-scale, non-intrusive business activities within the same unit. This zone is designed to encourage entrepreneurial activity, reduce commuting, and foster a pedestrian-friendly environment, while ensuring compatibility with adjacent residential uses. The Work/Live Zone supports owner-occupied units that balance residential character with limited commercial uses, preserving the quality of life and neighborhood integrity.

10-6G4-2: DEFINITIONS:

For purposes of this Chapter, “Work/Live Development” shall mean a mixed-use development comprising individual units that include both residential living space and workspace intended for commercial/business use by the owner or by such other person serving as the manager or employee of the business. The work component shall be limited to small-scale, low-impact commercial or professional uses integrated within the work/live unit.

10-6G4-3: LIMITATIONS:

All Work/Live Developments shall be subject to the following limitations:

1. No Work/Live development shall be established on property less than 3.5 acres in size, and
2. All Work/Live developments shall be established only within the retail commercial zones, and
3. All Work/Live developments must be located outside a radius of two thousand feet (2,000') from the intersection of SR-9 and SR-17.

10-6G4-4: PERMITTED USES:

Subject to compliance with all other terms and conditions of this chapter, residential use within the Work/Live Zone shall be a permitted use. All business uses shall be subject to approval by the City’s Administrative Land Use Authority (ALUA) in accordance with the provisions of this chapter to ensure compliance with the provisions of this ordinance, as well as compatibility with surrounding businesses and development. Any approved business use shall be subject to such terms and conditions as may be imposed by the ALUA, the violation of which may result in the revocation of any approval or permit.

10-6G4-5: BUSINESS USE APPROVAL:

Any proposed business use must first be submitted to the development’s property owners’ association for review and approval. If approved, the proposed business use, together with

Work/Live unit shall be located on the top floor with the business portion of the unit located on the bottom floor.

10-6G4-8: AREA, WIDTH, AND YARD REQUIREMENTS

District	Lot Coverage	Density	Setback in Feet		
			Front	Side	Rear
WL	Shall not exceed 75% of the total lot area	Maximum unit density shall be 10 units per acre	35' for commercial buildings abutting SR9 and SR17, 25' when abutting city streets See note # 1	See note # 2	See note # 3

Notes:

1. Front or street: A minimum 15-foot wide landscape area between the property line and any improvements (i.e., buildings, courtyards, parking spaces, paving, etc.).
2. Side: Ten (10) feet landscaped. A 20-foot wide landscape setback (buffer) is required if located adjacent to a residential area. Building setbacks adjacent to residentially zoned areas shall be 60 feet.
3. Rear: Ten (10) feet landscaped. A 20-foot wide landscape setback (buffer) is required if located adjacent to residential areas. Building setbacks adjacent to residentially zoned areas shall be 60 feet.

10-6G4-9: REQUIREMENTS:

Except upon a written recommendation made by the property owners' association and a finding made by the ALUA of extraordinary circumstances, accompanied by such terms and conditions as determined by the ALUA to be necessary or desirable for the preservation and protection of the integrity and purpose of the Work/Live Zone, all units within a Work/Live Zone shall meet the following requirements:

1. All work/live units shall be under single ownership.
2. No portion of a work/live unit shall be separately leased or sold.
3. No portion of a work/live unit shall be rented or used as a short-term rental, nightly rental or other transient rental.
4. The bottom floor of a work/live unit shall be used exclusively for business or commercial purposes.

5. A minimum of 700 square feet located on the uppermost floor of a work/live unit shall be used for residential purposes.
6. No work/live unit shall be occupied for residential purposes unless the bottom floor of the unit is simultaneously occupied by an operating business for which a valid business license has been issued.
7. That portion of a work/live unit used for residential purposes shall be occupied only by a person directly connected to the day-to-day operation of the business as a manager, employee or owner.
8. All work/live units shall meet fire/health/safety requirements adopted by the City of LaVerkin.
9. A maximum of one (1) employee per 1000 square feet of floor area is permitted to work at a work/live unit.
10. A two-foot (2') by three-foot (3') sign shall be allowed on the front of each unit indicating the name of the business and hours of operation. No other signage shall be allowed on the buildings
11. A single freestanding sign on the exterior of the property is permitted to display the name of the development or business park. The sign may have a maximum size of sixty-four (64) square feet and a height of up to four (4) feet from ground level. It must be set back at least ten (10) feet from the back of the sidewalk, unless it is located at an intersection. For signs near intersections, a clear visibility area must be maintained. This area is defined by a triangular shape formed by the corners of the intersection and a point on the curb that is thirty (30) feet from the intersection or entranceway. All signage shall be approved by the (ALUA)

10-6G4-10: DEVELOPMENT REQUIREMENTS AND STANDARDS:

All developments within the Work/Live Zone shall meet the following requirements and standards:

1. Usage: For all work/live units, a minimum of fifty percent (50%) of the total unit square footage shall be dedicated to commercial or business use. The entire bottom floor of any unit shall be used exclusively for commercial or business purposes. The upper floor(s) may be used for both residential and commercial purposes, provided that the minimum residential square footage shall be 700 square feet located on the uppermost floor.
2. Block wall: A block wall shall be required along the perimeter of a property as prescribed in Section 10-6G-2.2F and Section 10-7-7 of the La Verkin Municipal Code.

3. Vehicular access/parking: Work/Live developments shall have driveways, points of vehicular ingress and egress and parking. Live/work units shall have a minimum two-car garage. The two-car garage may be used for business purposes unless the owner/operator of the business is required by the ALUA to use the two garage spaces for employee parking. Two exterior parking spaces for customers/employees shall be provided in front of the two-car garage. The two exterior parking stalls shall be a total of 18 by 18 feet in size. One nine (9) foot by 18-foot guest parking space shall be provided for every three live/work units. All parking lots are required to have a minimum of twenty-five (25) feet of driving aisle between stalls
4. Buildings: All buildings shall front a street unless determined otherwise by the ALUA.
5. Open space: Two hundred (200) square feet of private patio open space shall be provided per live/work unit. One hundred (100) of the square feet of open space can be provided in a common area.
6. Storage areas: Two hundred and fifty (250) cubic feet of enclosed storage shall be provided per unit. This storage is in addition to room closets, coat closets, water heater closets, etc. No outdoor storage is permitted.
7. Loading areas: One dedicated and marked 10-foot by 20-foot loading space shall be required for every 15 dwelling units and live/work units. This loading space requirement is in addition to the resident/guest parking space requirement outlined in the parking requirement above.
8. Trash enclosures: Trash dumpster bins located in a decorative enclosure shall be provided for a development. Size and quantity of trash bins shall be determined by the ALUA.
9. Development Agreement: Approval of any work/live development shall be conditioned upon the City and developer entering into a development agreement which shall be recorded at the office of the Washington County Recorder simultaneously with the recording of a plat or map of the development. Such development agreement shall incorporate by reference the rules and regulations of this chapter and shall:
 - (a) provide for establishment of a Property Owners Association (“Association”) with authority to enforce all Work/Live requirements.
 - (b) require that one unit be designated as an on-site manager’s unit at all times. The manager shall be authorized by the Association to monitor compliance and report violations to the City.
 - (c) grant the Association the power to levy fines of up to One Hundred Dollars (\$100.00) per day per violation, collectible as an assessment lien against the violating owner’s unit.
 - (d) require all purchasers and tenants of units to acknowledge and agree to the Work/Live restrictions as a condition of occupancy.

(e) provide for independent enforcement of the development agreement by the City through:

- (i) allowing periodic inspection of units at reasonable times;
 - (ii) withholding of permits or approvals;
 - (iii) issuance of citations and seeking injunctive relief;
 - (iv) revoking certificates of occupancy for continued violations.
-

10. Streets: All streets in or adjacent to the Work/Live Zone shall meet the requirements of the city's construction and development standards including curb, gutter and sidewalk.
11. Curb, gutter, sidewalk and paving: All facilities/uses shall have curb, gutter and sidewalk and shall have asphalt paving from the curb and gutter out to any existing street asphalt subject to city approval.
12. Outdoor Storage: Outdoor storage is prohibited. In addition, balconies shall not be used for storage or for hanging laundry or other materials.
13. Balconies: Balconies shall be enclosed with a solid material (wall) to a height prescribed by the International Building Code if such balconies are facing exterior property lines of the overall development. Wrought iron or open fencing is permitted on balconies if the balconies face the interior of the project. Balconies separating the units must be enclosed with a solid material wall up to the roof's edge.
14. Easements: All lots shall have easements on side and rear property lines of a minimum of seven and one-half (7½) feet and on a street side property line of ten (10) feet minimum to be used for utilities and drainage (Ord. 2024-03, 2-21-2024).

10-6G4-11: APPLICATION REQUIREMENTS:

Any new development within the Work/Live Zone shall submit to the city an application for approval which contains the following information:

1. Precise Plan: A precise plan application shall be submitted to the city for review and approval. A dimensioned site plan(s) must show the entire development under consideration including building location(s), setbacks, lot coverage, access locations, parking lot design, required parking calculations, perimeter wall(s) locations and design, loading spaces, lighting location and type, preliminary landscape plan trash enclosures design and locations, storage locations (if any), utilities plan (including fire hydrant locations), equipment locations and screening, phasing (if any) and any other pertinent design features or aspect of the development. The site plan shall provide the location of

all existing and proposed main buildings and accessory buildings as well as distance and contemplated uses.

2. Architectural drawings: Architectural drawings shall be included as part of the precise plan application. Plans shall consist of building elevation/façade renderings with exterior materials clearly depicted, proposed colors, identification of building massing and design and roof type and color and any other design feature. Material and color palettes shall be included as part of the submission.
3. The precise plan and Architectural drawing are required to go to Planning Commission for approval. Any disagreements between the Planning Commission and the developer may be appealed to the City Council.
4. Studies: The city may require studies to analyze the impact of a project. Studies may consist of traffic, noise, drainage, geotechnical or any other study the city requires in order to properly analyze the impact of the project.
5. Landscaping: A landscaping plan shall be submitted as part of the application process and shall follow the requirements of Chapter 8 (Conservation Landscaping Requirements)
6. Lighting: Lighting, including parking lot lights, security lights and illuminated signs, shall be designed and directed in a manner to prevent glare on adjacent properties and into the sky. In order to more fully implement this requirement, a photometric lighting plan may be required to show that there will be no significant overflow lighting. All lighting shall follow chapter 7 of the city's outdoor lighting ordinance (night sky).
7. Plat Map: Processing of a plat map shall be required to establish individual ownership.

PASSED AND APPROVED by the LaVerkin City Council on this _____ day of _____, 2025.

Kelly B. Wilson, Mayor

Attest:

Nancy Cline, City Recorder

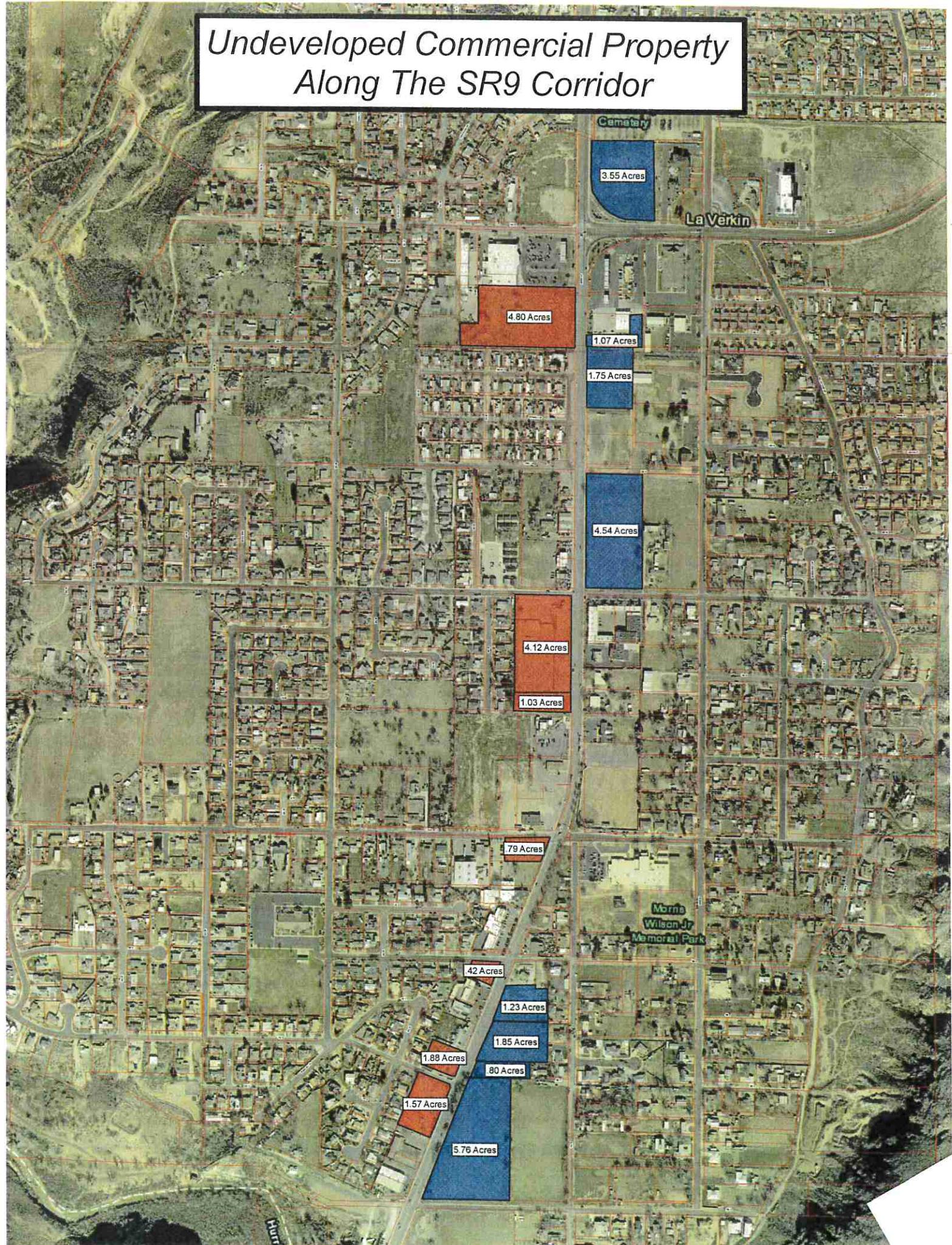
The foregoing Ordinance was presented at a regular meeting of the LaVerkin City Council held in the LaVerkin City Council Chambers, located at 111 South Main Street, LaVerkin, Utah, on the _____ day of _____, 2025. A motion to adopt said Ordinance was

then made by _____ and seconded by _____. A roll call vote was then taken with the following results:

NAME _____ VOTE _____

Nancy Cline, City Recorder

Undeveloped Commercial Property Along The SR9 Corridor





PROPOSED WORK - LIVE
MIN: 3.50 ACRES
ZONE: RETAIL COMMERCIAL
DISTANCE FROM SR9 - SR17 INTERSECTION: 2,000FT

