



435 North Main Street
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www.laverkin.org

La Verkin City Council Meeting Agenda
Wednesday, January 7, 2026, 6:00 p.m.
Council Chambers, 111 S. Main, La Verkin, Utah

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

B. Appointments:

1. Judge Myers to swear in newly elected City Councilmembers, City Treasurer, City Recorder, and Deputy Recorder.
2. Mayor Wilson appointments of Boards and Commissions.

C. Presentation:

1. Employee of the Year
2. Nick Wright from HVFD
3. Chief Nuccitelli

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

1. Declarations of conflict of interest
2. Agenda
3. Meeting Minutes: November 11, 2025, work and regular meetings
4. Checks and Invoices: \$ 436,757.36

E. Business:

1. Discussion and Possible action to approve Resolution No. 2026-01. A resolution designating 2 representatives on the Administrative Control Board of Ash Creek Special Service District.
2. Discussion and Possible action to approve Resolution No. 2026-02. A resolution designating a representative on the Administrative Control Board of Washington County Special Service District No. 1
3. Discussion and Possible action to approve Resolution No. 2026-03. A resolution appointing a representative to serve on the Administrative Control Board of Southwest Mosquito Abatement and Control District.
4. Discussion and Possible action to approve Resolution No. 2026-04. A resolution designating a representative to serve on the Administrative Control Board of Hurricane Valley Fire Special Service District.
5. Discussion and Possible action to approve the work release for La Verkin city secondary water improvements.
6. Discussion and Possible action to approve the funding package for the Lead and Copper project.
7. Discussion and possible action to approve the secondary water conservation plan.
8. Discussion regarding the cemetery Ordinance.

F. Mayor & Council Reports:

Mayor Wilson:

Kyle Gubler:

Barr: Washington County Solid Waste, Historical Preservation

Valenti: Planning Commission/Zoning, Southwest Mosquito Abatement

Micah Gubler: Public Safety, Recreation/City Festivals

Pectol: Fire District, Ash Creek Special Service District

Prince: Beautification/Trails Committee, Economic Development/Tourism, DTEC

Fay Reber: City updates

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

H. Adjourn:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify
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 December 31, 2025

Nancy Cline, City Recorder

City of La Verkin

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

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La Verkin City Council Work Meeting Minutes

Wednesday, November 11, 2025, 5:00 pm.

111 S. Main, La Verkin, Utah

Present: Mayor Kelly Wilson; Council Members: Patricia Wise, Blair Gubler, Micah Gubler, and Darren Prince; Staff: Kyle Gubler, Derek Imlay, Fay Reber, and Nancy Cline; Public; Brad Robbins.

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

1. Discussion regarding zoning for work/live.

Derek was concerned with the number of buildings that are on the flex unit property. He had Scott review our ordinance and interpret it. He asked Scott to review our retail ordinance and apply it to the flex buildings, focusing solely on the permitted building area on the lot, excluding the residential factors. Scott confirmed that our interpretation of the code was accurate. However, to prevent excessive building on parcels in the future, if that's what one of the issues are, we need to address the following criteria. Setbacks, which we can implement deeper site and rear setbacks. Open space requires designated open space, which we have no open space requirements within our existing commercial ordinances. It would be for so much square footage of living space, you have to have so much square footage of open space, which could be parks, planter strips, and parking. It would be separate from parking. Building separation, because the only way we can enforce that right now is the fire separation, which would be 5 feet, even though Blair's buildings are a lot more than that. There are a lot of limitations, which Brad will talk about here in a minute. The number of buildings that can be occupied on a specific minimum lot size and our parking ordinance, which Brad has been talking about in the newer ordinances by implementing some or all these measures, we can avoid the overcrowding buildings. Brad has been employing these methods in the new zoning ordinance we are developing. And we also have him working on a plug on our current commercial zones because the way that it sits right now, anybody can come in as long as they meet the current setbacks and the fire code, they can do as many buildings as they possibly can on any of the parcels of the property that we have within our community. Brad's going to put a temporary fix on that for us now, which we'll take through Planning Commission and City Council. He wanted to do some clarification because of the concerns raised about the Flex buildings. We don't have anything appropriate to minimize what's there. Brad will take some steps coming up that will help us protect the rest of the commercial properties.

Brad explained that in regard to the limitations, no live-work development shall be established on property less than 3 1/2 acres. All work-live development shall be established only within the retail commercial zones, and they have to be within a 2,000-foot radius of SR9 and SR17. Again, Derek's going to show you that. As far as height restrictions, it can't be more than two stories in height. Other requirements are all live-work units shall be under single ownership. No portion of a live-work unit shall be separately leased or sold. You can't have it as a short-term rental or nightly rental. The bottom of the area of the property or of the unit itself has to be set aside exclusively for business and commercial purposes. It has to be a minimum of 700 square feet located on the uppermost floor for the live-work unit and that shall be for residential units or purposes. No live-work unit should be occupied for residential purposes that's the bottom floor of the unit is simultaneously occupied by operating business with a valid business. The portion of the live-work unit used for residential purposes shall be occupied only by a person directly connected to the day-to-day operation of the business such as a manager and employee. In addition to those restrictions, we have the development agreement that is going to be required in order to establish live-work and that's basically going to provide for the establishment of a property owners association that has enforcement authority. It will require that one unit be designated at all times so there is there should be constant on-site manager. The association would be able to fine up to \$100 per day per violation, which is pretty serious for several weeks. If there's a violation, it could come into thousands of dollars. Require all purchasers and tenants of units to acknowledge and agree to the development agreement restrictions as a condition of their occupancy. The last provision would provide for independent enforcement of the development agreement by the city through allowing periodic inspection of units, withholding permits or approvals, issuance of citations, and seeking conjunctive relief, and by revoking certificates of occupancy for continued violations.

Derek explained the map he passed out. The dark blue, which is the general commercial, and then the hatched areas that we have are the retail commercial which Blair's property is part of. They went in and identified the property sizes which one has to be at least 3.5 acres to be able to really start going down this road. All the properties basically within in the retail commercial would meet requirement. Then we put the live-work would have to be in the retail commercial zone which you're highlighting at the hash mark. Like the RV resort where we wanted it to be specific to one location when it's in La Verkin. They went from the center street of SR9 and SR17 and drew a circle out. It landed at 200 north which was a good ending point. That's 2,000 square feet so anybody within that circle in a retail commercial that has 3.5 acres wouldn't be allowed to have this allowance which basically would minimize or only allow it strictly as the ordinance proposed ordinance currently states within one property we have plans on doing some other allocations within the mixed-use that would potentially address live-work so that we're not getting rid of it all. This particular piece of property sits that would be the only parcel that would qualify under these three rights. On the next map he didn't put the retail commercial. There is the tourist commercial and general commercial. They were concerned that certain vacant areas have this ability. We're working on a hotel right now on one parcel that went to the north of Farmers. They have a good idea of what's available and the acreage involved. There are five parcels of property that are designated as retail commercial. They decided it might be the best approach to try to make something work in that location. We want to make that more of a kind of a walkable property by taking a couple of parts of the existing sidewalk and maybe swooping them in. To make some connection points. They have been trying to figure out how to make this connected to the buildings that are there. It's a little bit more inviting to potential businesses. They did restrict what was allowed in the retail commercial. Blair is trying to be specific in a specific type of business. As we're going through, we're trying to really implement and bring La Verkin into more of a walkable community regardless of what all is allowed or not allowed. They need to start formatting the whole downtown as walkable. At some point that's going to be bringing buildings closer to SR9. Some buildings are already sitting back we need to work with that to get this extension of the sidewalk to swoop in and come back out making sidewalk. Blair has sidewalks on his property in front of all of the businesses. If we end up getting that grant, we need to start being proactive and have them in place already.

Kyle asked Darren and Patty about the grant they were applying for to plan downtown and asked if they should put development on a moratorium for six months to get organized.

Councilwoman Wise agreed. They suggested the moratorium to make sure that we're investing in all this effort on a downtown development

Derek suggested they need to get on with the work-live zone and if they didn't want to do it then they would just stop working on the idea.

Councilman Prince asked about other opportunities in that mixed-use zone that could allow some work-live. There's the work-live would go really well on some streets like Stowls Trailer Court for example. He thought if there were businesses on both sides and then work-live between that would be a really good place.

Derek explained that front side of Stowls right now is dedicated general commercial. But they can continue to do what they're doing. They wanted to make that part of our commercial area. What we're trying to focus on is reworking our definition of work-live after this component and making that potentially a component of maybe the mixed-use. Where you can have a certain component of work-live within it. What's the difference between a live-work and a mixed-use. If you've got the bottom floor as commercial, retail-commercial, and commercial then everything above is residential. There's a lot more availability to basically rent with no provisions against who can live there. What our code allowed there building-wise and potentially work beneficially for both parties. But because there's been so much concern over the concept, then we wouldn't have the concept go down that road anymore beyond this property. If it was approved, we would find a different method of implementing it into something like into mixed use. But as it sits now, this would be the only property that would have the capability of allocation towards it.

Councilwoman Wise had some concerns about the language. We'll probably use this language in other ordinances. On the height regulations, it says no greater than two stories or erected to a height greater than 35 feet. Does that mean that they could potentially have three stories? So not the flex space that we're talking about of layers, but another, are we going to, if we use the same language elsewhere, does that allow for three stories? Because 35 feet, you could get three stories that'd be 10 feet per floor. So that could be commercial. So do we want to keep it like that, or does it need to be changed.

Derek replied that it says no building or structure would be greater than two stories. So, it's already limited to two stories. They're allowed 55 with the facade, or with the non-occupied area.

Councilwoman Wise continued to read under requirements on page 4, no portion of a work-lived unit shall be separately leased or sold. So, we're just being very specific about a portion of it, not the whole unit. Because certainly the whole unit could be sold.

Brad explained that the concern there was that somebody could lease out one floor for six months, not the whole unit.

Blair Gardner added that his building is max height is within 32 at the top of the wall.

Derek explained he has a mezzanine that gives the feeling of a second story ~~because~~ you're going up a set of stairs to get to the upper part. That mezzanine is more of a storage area. They didn't really think of it as a floor.

Mayor Wilson asked if everyone liked the way it was written and could it go for a vote in city council.

Derek explained the planning commission voted 5-0 in favor of it. They didn't want it brought back to them. City council could beef it up more if they wanted.

Councilman Prince added he liked it. He wondered if they could modify it in the future for other businesses.

Blair Gardner asked if they had any questions ~~for him~~.

Councilwoman Wise asked if he agreed with everything ~~like the on-site manager~~.

Blair replied that if they own a building, they're the president of the association. Does that qualify them as an on-site manager.

Councilwoman Wise explained the code states require one unit be designated as an on-site manager's unit at all times.

Blair wanted to clarify they didn't expect a nonowner and him to designate a unit for that manager. It could be an owner that is the onsite manager. He explained he owns one and can do that or if they identify the board for the HOA, then whoever is the president at the time can be the designated manager, and they're the ones who get the call.

Brad clarified the intent was never to have a separate onsite manager.

Blair agreed to that. He said the buyers aren't interested if they can't live there.

Councilwoman Wise reminded him when he started, he stated it would be successful even if it wasn't zoned work/live.

Blair agreed he said that but now the market has changed.

Councilwoman Wise explained that we're basically creating a zone for him, for his project. She has high expectations that he will continue to be an asset to the community. That it's always beautifully kept, above par, because they really are creating something for his project that nobody else will get. She commented that they're eliminating competition. They are handing quite a nice package to him. In return, he could be a big asset to the community by being involved, keeping the property up, making sure that on-site manager, whoever you designate as an on-site manager, really tends to business of keeping the property good, no complaints from the neighboring residential areas, all of that.

Blair agreed and said he would commit to that. He appreciates all the work that has gone into it.

Brad explained what mixed-use entails. Mixed-use is not a new concept. Most towns and cities do have some sort of mixed-use. And it's just basically a mixture of residential in some sort and commercial. And what we do is put together

the mixed-use zone here with that concept in mind. The permitted uses that are displayed here are right out of your commercial. The only thing that's different here is that you have the residential component and that is basically condominium departments and then he added that they must be associated with a bottom floor commercial component subject to the PUD process. There was discussion about possibly putting live-work in here. He thought that's something that we can do but it has to be a component of residential use, not just live-work. Otherwise, someone could take that zone and try to just do live-work instead. They could have a mixture of like apartments, condos, if they want, and then some type of component of live/work.

Kyle suggested the bottom floor needs to be higher than ten feet. That would give you the impression that it's some sort of a business. Height, and then whatever went above standard, you'd be able to somehow put in some height businesses under it. Most hotels at the gateway are like that, the buildings are taller on the bottom. The Gateway Mall is a two-level residential commercial two floors commercial before you get to upper level. He suggested they ought to state it's taller on the bottom for the commercial.

Brad agrees and will research that and add that in.

Councilwoman Wise added that the downtown grant they applied for would probably have good ideas for this also. That might be something that will help in the future.

Brad continued to say going through what's in this ordinance, we put in the fact that you've got to go through a precise plan, which would allow the Planning Commission to look at the site plan, the architecture, the landscaping, and make sure it meets the architecture requirements we put together a year or so ago. What type of studies would be required.

Councilwoman Wise asked about number three under application requirements, the precise plan and architectural drawing are required. The architectural drawing could be their architectural drawing, it doesn't specifically state La Verkin. Could we just add La Verkin's architectural drawing schedule plan and give it a title under application requirements and then the top of the next page item number three.

Brad agreed to add that. He put together a comprehensive signage program because when you have a mixture of commercial and residential, it needs to be something different and not just your normal signage. Derek had talked about, when he talked to Scott, different types of ways to kind of make the site look better. We've already done that with setbacks. There's got to be a minimum 15-foot landscape setback for a front property, between buildings and courtyards. The side yard would be 10 feet unless it's adjacent to residential, it would be 60. The rear would be 10 feet unless it's adjacent to residential, it would be 60. And that's to provide that buffer. Lot coverage requirement is at 75%, you cannot exceed 75% of that lot coverage of structures. There are parking requirements, it would be both residential parking and then also commercial parking, including restaurant parking. And then an open space requirement of 200 square feet per unit, which is standard, and part of that would be common, which would mean it would be play areas for kids, picnic tables, and pools. 100 of that would have to be dedicated to each unit for their own purposes, such as a balcony.

Derek thought that would give us the protection that they we're trying to keep. That's what we need to plug in our existing code now sooner rather than later. For example, the open space parking because the open space is different than the parking, so the parking lots are going to have a huge amount of open space, technically, no building but the component of open space itself isn't met.

Brad added its active recreation open space it's not just parking open space or curbs and gutters and those types of things. It's actually something people could play in and enjoy themselves.

Mayor Wilson asked about shared parking.

Brad replied that there have to be required parking for each unit, probably two stalls. One covered and one uncovered, normally four apartments and then separately you'd have your commercial.

Derek added that the commercial would have the ability to have some shared parking, depending on the operation time.

But not residential. There is separation between commercial and residential. Commercial, if it's 18 feet or shorter, could actually be right up on the property line. So, there would be no buffer between commercial and residential properties. This would take that out and add a bit bigger buffer which now minimizes property usage.

Councilwoman Wise commented that they want La Verkin to be more walkable but on the sidewalks on state street could have six foot wide instead of four feet.

Derek replied they are changing that to six feet.

Councilman Prince thought Scott suggested a ten-foot sidewalk.

Derek replied that Hurricane is 6-8 foot.

Councilwoman Wise added that having a sidewalk right next to SR9 is not very safe and suggested moving the sidewalk in with a buffer between.

Derek replied he didn't want to do a planter box or anything that would require maintenance. Extending from the back of the curb 8 to 10 feet and make that more walkable. He put it down for 8 but we can change it to 10 under the construction standards. Those will be coming to you guys for adoption anyway because we made all residential. He suggested if they did ten feet they could take some of the setback space away, so they aren't requiring too much land.

Councilwoman Wise suggested with this being mixed-use there could be small restaurants, cafes, they're going to want to have outdoor seating, potentially.

Derek wanted to make sure they were working in the right direction for what the city council would like to see before presenting it to the planning commission.

Councilman Micah Gubler wanted to know what zones this would be included in.

Brad replied they could do an overlay or establish a zone for it.

Councilwoman Wise suggested it would be more successful if it was condensed to an area. The interest is going to be the work-live and so do we want to take up all of our SR9 property and all the different commercial zones with people living above or do we want to reserve some of that for larger commercial.

Derek replied they could do it as a component that the planning commission can look at and then city council could always add to it. Designate some areas so that you know where it's going to go precisely.

Kyle asked who looks at the mixed-use and approves it.

Councilman Micah Gubler responded that is what Brad was saying that they would make it a zone and then come in and request a zone change for mixed-use. Or we designate the properties.

Councilwoman Wise was concerned about a certain property on State Street that wanted to do a work-live zone, and it was a large piece of property across the street of River Rock.

Derek replied he is general commercial and that wouldn't fit into the work-live. We can have planning commission to work on it.

Councilman Prince inquired about the hotel going in across from Davis market.

Derek explained that plans have been submitted. They are reviewing for code compliance. They want to have a mixed-use component to it, but we can't approve that because we don't have that zone yet.

Councilman Prince asked if they got a mixed-use zone would they be limited to two stories.

Derek explained they would be under the old zoning. It would allow for four stories. It would be across from Davis, and the back North part of the lot would be a restaurant. It would face SR17. It would have multiple buildings. He offered to send a rendering for the hotel.

Mayor Wilson agreed to send this to the planning commission. And thanked Brad for his work on this.

Mayor Wilson ended the meeting and asked everyone to go to the council chamber to start the meeting.

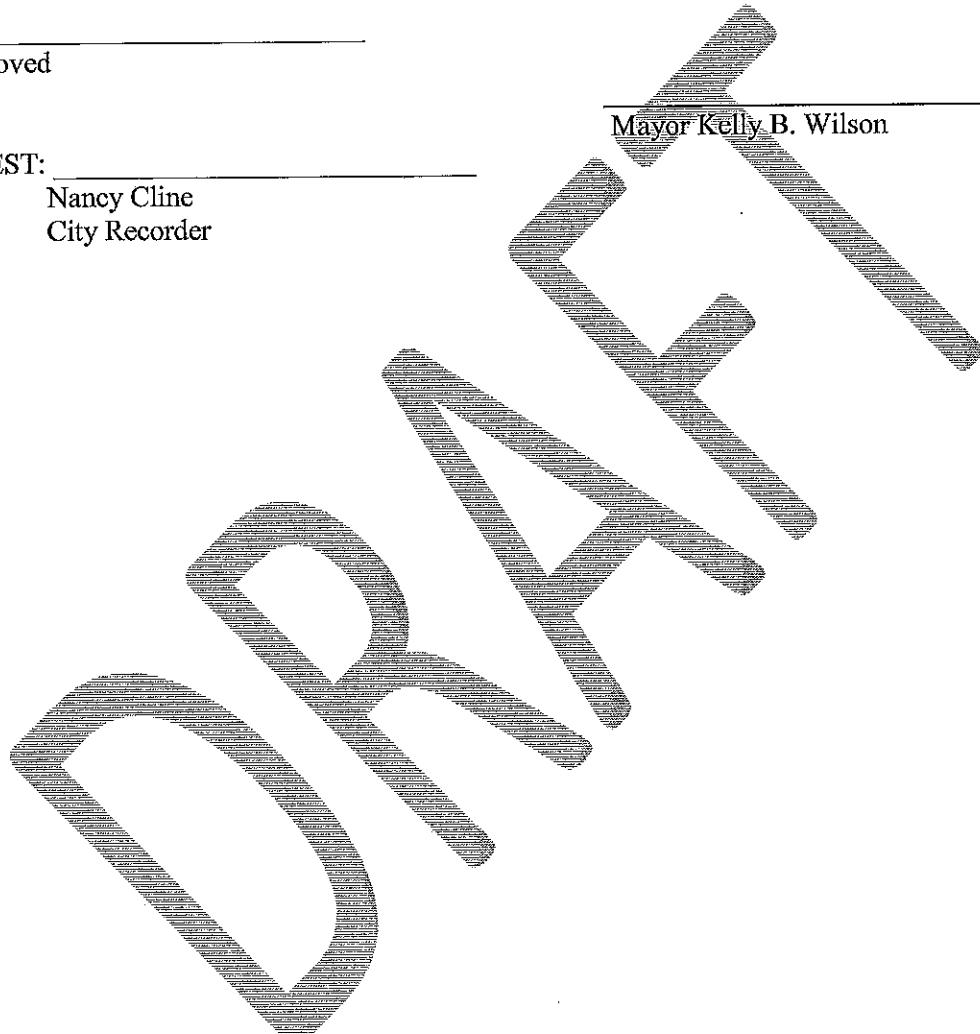
B. Adjourn:
The meeting adjourned at 5:48 p.m.

Date Approved

ATTEST:

Nancy Cline
City Recorder

Mayor Kelly B. Wilson



City of La Verkin

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La Verkin City Council Meeting Minutes
Wednesday, November 19, 2025, 6:00 pm.
Council Chambers, 111 S. Main, La Verkin, Utah

Present: Mayor Kelly Wilson; Council Members: Patricia Wise, Blair Gubler, Micah Gubler, and Darren Prince; Staff: Kyle Gubler, Fay Reber, Derek Imlay, Nancy Cline.

Called to Order –Micah Gubler gave the prayer and Pledge of Allegiance at 6:00 pm.

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

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

The motion was made by Councilman Micah Gubler to approve the consent agenda as written. Checks and invoices in the amount \$406,897.54, second by Councilman Prince. Roll Call Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-yes, Price-yes. The motion carried unanimously.

B. Business:

1. Discussion and possible action to approve Water Surplus Agreement.

Councilwoman Wise explained they have been working on this agreement for about 18 months and when it first came before them it was for a time limit of 1000 years and no one liked that timeline. A lot of discussions happened after that, setting the terms, what was equitable, etc., and the council was brought up to date occasionally. Never in that time period until we received the meeting prior to this was the perpetual use used. Her understanding was that the water district was loaning them 13 million to fix the irrigation lines and they would receive our excess water. At the end of that term of 25-30 years we would renegotiate the terms. The surplus water belongs to us, that eventually we would use that surplus water for our own new connections. We will still get new connections. The Conservancy District is guaranteeing that. There are formulas here, etc. She still disagreed strongly that in working out a good agreement for both parties that La Verkin has to agree to perpetual use, not even a thousand years, perpetual. She didn't understand how future councils would not have a problem with this. There are some other things that our incoming council member, John, emailed the council and the mayor. She didn't think any of those things were addressed in here. She very much wants an agreement. She thought it should be good for the Water Conservancy District and good for La Verkin. She had a hard time putting her name on anything that is perpetual use. It is such a gamble as to the way that will go in the future. And you can think of any number of examples in governments, civic governments, U.S. government, state government, that this kind of thing has come back and bit one party or the other the wrong way. She did speak with former Mayor Carl Wilson, and he had concerns about it. He did not like the word perpetual either. She also called Commissioner Iverson since he's on the water board. He was on his way to a meeting with the Dixie Convention Center. Evidently some previous Commission signed a 99-year term and 30 years into it they discovered it wasn't such a great deal. His personal opinion was he wouldn't agree to a perpetual timeline. She understood the mayor's opinion and that La Verkin would get clean water. But her concern was after the 13 million was paid back why wouldn't they negotiate a future deal and not just give it up now.

Councilman Blair Gubler added that they have worked on this for months, everybody has done a good job on this agreement. He would like to sign an agreement but didn't agree with perpetual time. He thought that the district, if they get in trouble in 20 years, would want it. Or they would want a way to fix it and change the

agreement we're in. They're not buying it for perpetual. They're buying it for long enough to get their investment back out of it and use the water somewhere. And in 20 years, it might be re-signed and just left the way it is. But in 20 years, or 30 years, but at some time period, people are going to sit back and they're going to say, Oh, that wasn't such a good idea. We need to change. And that's my big steppingstone is perpetuity.

Councilman Micah Gubler asked Fay what his opinion about the word perpetuity.

Fay explained that whenever you speak of perpetuity, it always makes you raise your hand. He pointed out that also there's language here that guarantees us new water connections back in perpetuity. He sent out an email to the council members earlier this week with the surplus water agreement, with that new language inserted in there. In fact, in the agreement, there's three separate locations in the city, receiving those new connections in perpetuity. So, it's kind of a two-way street.

Councilman Micah Gubler understood the agreement that on the secondary water, if it keeps going down the river and we don't have a way to pull it out and to clean it and to use it, can we lose our rights to that eventually? Could that kind of be taken because it's something that we're not using or able to.

Morgan replied to the water right cannot be taken away but the water does go down river to the next in line through prior appropriation.

Mayor Wilson explained the city can protect that water right better than the canal company or somebody else. But if we're actually not going to use that surplus water for secondary irrigation in our system, and we don't have any plans for it over time, the state could come in and re-adjudicate that, even though we are a city. But just for the fact that we can show them a plan that we're going to save that water for a future of generations, We're not giving up, we need that right, and we're not giving up the right. That's enough to keep them from doing it. But if we didn't have that plan to turn it into water for future generations then yes you would be in a situation where they could actually re-adjudicate it.

Councilman Blair Gubler added that he has been researching this. He found Springdale pulls it right out of the river runs it to treatment. He didn't get an exact price but it's about 6 million. There are avenues that we could look at that we can have that all as culinary. Now, if they say we're not doing anything with it, plants can take a long time to build along this side. The plant down here was planted clear back when Darwin Hall was superintendent, and he thought Kelly was on the board when we were talking about that. And that's been 25 years ago. That's been a long time, but nobody's took the water yet, and it's an 1890 right and then all that time nobody's took the water or planned to take the water. As the water gets scarcer people do want that water. So, let's make a plan. Let's plan on using it somewhat ourselves to sell it, the water, to somebody else. There are other avenues if you open your mind.

Councilman Prince commented that he has talked to members of the community and the council that we are headed in the right direction and need to be a part of the water district. It seems like we're stuck on that perpetual. He asked if we know 30 years from now what that value is going to be of that surplus water? Is there an opportunity to share some of that profit? If there is a profit, 30 years. He didn't mind having a perpetual agreement if we're being awarded for that water.

Morgan replied that this surplus water agreement comes down to two things. That the water district is coordinating with the city. Council member Wise mentioned the 13 million plus secondary water system and that we are not expecting La Verkin city to pay that back. So, it's not a loan. The district is providing funds for that. And then also what was mentioned is the new connection and it is a two-way street with perpetuity. So, the water district's concern with it not being perpetual. We are providing funds for the secondary system. And then second, the new connection that is provided is based off that water. We're giving a connection to a home or a

building, so that water needs to be there. We're promising that water. Even though we're not calling this an exchange, it is an exchange where, for the surplus water, La Verkin City is promised new connections until you use them all. And so if we were to give a connection based off this agreement to a home based off the surplus water, and then La Verkin will come back and say, we don't want to do this anymore, and then start using that water, well, we no longer have water for the home. And so that's why it really does need to be perpetual, because a connection to the home is promised.

Mayor Wilson explained that what the water district is offering us is that if we give them that water, that surplus water, whatever amount that will be, that's undetermined. We have an estimate right now it's anywhere from 700 acre feet a year that over the past 10 years or so has been kind of an average of 700 plus acre feet a year that goes down the river to the next priority user. We're third on the priority list, and we're the biggest of those three. This water right for the district is very important because that assures them that, say, if the river starts to go down and they put a call on the river, which they have done in the last several years, they put a call on the river, and they put the priority right to 1900. Anybody that's got a priority right that's newer than after 1900 cannot use the water. But we can, and we can use it for contract holders, for the city herself, because the city owns the water. So that's why the district's interested in it, because if we can provide them with the water to store, to treat, and to transmit back to us through their system, which they will guarantee us water connections, that's why we have the water rights, so we can have water connections for future generations. And this is exactly what we're doing. We're making that possible that this extra water that we're not using in the system is beneficial for future generations in La Verkin. And it's valuable but that's against the state law to sell our water. And that was one of the sticking points that the water attorney had with this is that we sold it to the district and we're paying that loan back. And then after that's paid back, we're going to keep selling that to the district. But they're guaranteeing us if we don't sell it, maybe they don't want to buy it. But they guarantee us water connections. We're going to be able to have beneficial use for that. We're not selling our water, our extra water out of the springs. The state's telling us that they're not even going to give us a haircut. We can get water for water, so we get the full back of it. Generally, when you change the use, you get a big haircut on it. They'll cut back on it. They're not offering that. This is a very good idea for us. The district isn't asking us to pay that money back. And the reason they want perpetual is exactly what you said. They're committing that to connections. And it has to be that, just like our water out of the springs, we commit that to the connections in the work. And so, it needs to be perpetual on both sides so that they can have the water to commit to us, and it's perpetual for us so that we can use those connections up to that water right for future generations. He didn't see any reason why we wouldn't pass this. It's a huge benefit for our future youth, future generations and for our future growth. There's enough water there that we could almost completely build out the city. We're limited in our space, and the water connections that we'll get from this are probably close to full build-out. If there was 1,000 extra acre-foot of water, we would get at a 0.59, we would get almost 17 connections. At a 0.39, the ultra-conservative use, if that gets passed, we can use that. That would add to about 1,000 acre-feet, about 2,500 more connections that we could use. And if the calculations that we're using are from Sunrise Engineering. It could be anywhere from 1,000 to 1,500 acre-feet. He believed they settled on about 1,350. We're not giving up our water rights. They're offering those connections in perpetuity, which means that we're getting it back. They need to have it and get the water in perpetuity because they're going to be able to offer those back to us. Maybe we want to build our own reservoir, build our own treatment plant. And how many years did it take to get that reservoir in Toquerville? It has taken 13 years and 90 million dollars. And that's not even treating the water yet. The cost to build a treatment plant to do that would be astronomical. We already have that in the water district. We're part of the water district. We're part of the pulling agreement. We've joined the water district when they first put all the agreements together in 2006. We have the benefit of using the water district for our benefit they're offering that to us. It costs money to store the water, to treat it, and to transport it. They're going to charge us whatever those costs are. He understood their concerns however, they have taken their time and made sure that this is a good thing and we're protected. We have probably one of the better water attorneys in the state that has been working on this on our behalf. There're many times that he's suggested things to the district's water attorney. He has been involved with this agreement at all stages, and he has tried to

keep everyone informed. He strongly suggested that they should vote for it and pass it tonight, because it will be beneficial use for our future generations, and it is guaranteed that we're going to get that water back.

Councilman Prince asked what happens when we max out our water rights and connections.

Mayor Wilson explained that if they maxed out the connections that we receive in this agreement it would be no different than maxing out the water rights. We have water rights in the springs to use. The water agreement must be perpetual so that we can always have that water for those connections, because they're committed to us.

Councilman Prince asked if there was surplus water after that could they sell it.

Mayor Wilson explained there would be no excess water. The benefit to the district is they have so much water that they provide for the eight communities now that are part of the water district, and Ivins is out of water. They have to get all the water for any growth in Ivins from the water district. Washington City is the same way. He didn't know how close St. George City is on using all of their water rights, but they get a lot of water from the water district. Santa Clara is maybe a little bit better off than some of the others over there. Toquerville, relies on the district for growth. Because they don't have the water to do that. We're the only community that has enough water rights to do that. And the only way we can do it is by converting that from secondary use to culinary use and back to us. It won't affect any of the contract holders because we're using that secondary water that's coming out of the river. We're going to meet our obligation to the contract holders. The city has probably the biggest share of the contracts. The city is using that water to rent out to the rest of the community so that we're not using culinary water to water our lawns but we're using secondary water. As time goes on, we're going to have fields like at the hot springs that there's not watering in that parking lot. The Squires property eventually is going to sell and they're going to build something on that it might be a parking lot it might be some other businesses that's going to be more water that will be saved that will be used on that field once that the water turns on the irrigation system in the secondary system in the spring those sprinklers on the Squire property, run until it turns off in the fall they just keep moving them around. To water their property so it's running all the time and most of the other big water users that have fields are using that for them and so it's not going to hurt them because we have a contractual obligation to provide secondary water for the citizens of the La Verkin, and we're doing that but we're not using it all and this is an opportunity to use it for the beneficial use for future generations.

Councilman Micah Gubler asked if a house was built 20 years ago under this agreement, then the agreement is gone that house wouldn't have water anymore?

Mayor Wilson explained they already committed water to them, so they have to provide it. The waters coming from our secondary water right. The district is committing water to Ivins and to Washington and Santa Clara and St George and Hurricane. That water's committed there they may have a hard time committing more water to us but by doing this they don't have to commit water to us we're being self-sufficient we're fully using our water even though we're going to pay for it because it goes through their system, but it's still our water.

Councilwoman Wise explained if in 20 years they take water away from us, then they're also going to be taking water away from every other city in Washington County. We're not going to be picked on. If the water belongs to us, it belongs to us. This is our water; the Water Conservancy District is the manager. They don't own anybody's water, and so they can't give our water away to other cities. It is our water, regardless of whether we enter into this agreement or not. She would like to see this agreement happen. There is nothing here that talks about renegotiating terms. And Morgan, the \$13,400,000 that the Water Conservancy District is exchanging with La Verkin for the surplus water that's a value. You're giving us \$13 million in value, and we're going to give you \$13 million worth of water. Actually, a lot more than that, probably. And that at the end of the time or if it's terminated. The way this agreement's written, we don't even have any recourse to renegotiate. In the

agreement 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. She wanted to see there be terms that allow more negotiation by the city. If in the future there's a lot more value to our water that the district is using, that we are compensated in some manner. That's really the nuts and bolts of it, and in our work meeting with our water rights attorney, Jeff Gittins he advised he would want to have bars of time where the contract is, renegotiated in the sense that we're not terminating the contract, but we're negotiating where we are 20 years from now, 30 years from now, 50 years from now. The only other thing here is the termination, and that's drastic. She wouldn't want that and the Water Conservancy District definitely would not want to reach that point, and neither does La Verkin. She was objecting that we're agreeing in 2025 to things that we have no idea what's going to happen and we have no recourse to change it. We're stuck.

Mayor Wilson asked if we have recourse on the fact we have connections.

Councilwoman Wise agreed they do have guaranteed connections. She didn't see why we can't put a clause in there that's stronger than this coordination clause that benefits all of us at some point renegotiating the terms. Like maybe there's more value to the water and La Verkin has given it away.

Mayor Wilson agrees there will be more value to the water, and the city will have guaranteed connections and spring water left.

Councilwoman Wise adds we are agreeing to \$10 million and there should be more down the road.

Mayor Wilson points out that they are offering money to fix our system because we are losing water and this will save us water. We know we're losing it. We just can't find where it's at. There are places where water goes in the ground and it never surfaces. Karl told me a few years back when you were the mayor, you found a two-inch leak in their main water system that never surfaced. And 25 years ago, the water district came to us and said, you're using about all of your water right. And they said, "Well, you're going to have to start buying water from us." And so, we did. We entered into a contract to buy water from them. And we replaced that line, and that's when they found the leak. Now 25 years later we have grown a ton and we still have water left in the springs. What they're offering to us is they're going to help us get a new system, they're not asking to be repaid, and we're going to still get the full benefit out of that water right. Whether it's \$1,000 an acre foot in 20 years from now, or if it's \$500,000 a year, it's still our benefit, the benefit to us. And it's not for sale. And if you try to sell it, the state will come right back on you and say you can't offer more. We're not selling the water to the district; they're just helping us convert it from secondary use to culinary use to benefit the citizens. And so, the way it's written is really the right way to put it. There's no question about that. Because they're not going to commit to us water that they can't be assured of getting.

Councilwoman Wise replied it's not all or none. 20 years from now it could be worth more money.

Mayor Wilson answered that in 20 years, we're still going to get it back. And we're still going to provide it to the district so they can treat it and bring it back. And they're offering to do that and help us do that. That's what they're there for. If we didn't have the Washington County Water Conservancy District, Washington County would probably have a population of maybe 50,000 today. But because of what they do to help all of our communities; we've been able to grow. And it's been made possible that our families, people that live here, can stay here and work, and some of them don't have to move away. Some of them choose to move away. He didn't know what we're going to renegotiate for 20 years or 40 years from now because you're still getting your water right now. You're just going to pay whatever the going rate is for the cost of storing it, treating it, and bringing it back to us.

Councilman Blair Gubler added that our sister cities that had no water at all and the conservancy district has said we're going to give you water. Morgan can attest to that. He thought Ivin's was one of them that didn't have any water at all. They have water whose water they are using and when they've used that water how do we get it back. It doesn't matter whether it's on paper or not, you still don't get the water back and if you go down by the airport of St. George city they have the massive Subdivisions.

Mayor Wilson replied that the district cannot over allocate the water.

Councilman Blair Gubler commented they could go to the state and reallocate it. In this agreement it says they can go to the state and reallocate it. They are going to move it.

Mayor Wilson replied you have to have water to reallocate it. They are going to allocate it to us. They aren't going to give it to Ivins.

Councilman Blair Gubler commented they already have. He commented on all the subdivisions in Washington city that are using a lot of water. If they allocate all the water out they won't have it to allocate to La Verkin. It doesn't matter what the agreement says. And they guarantee it for perpetuity, it doesn't matter because they'll come to us and they'll say, well, right now we're out of water. So, all of Washington County has stopped growing. It doesn't matter whether they've done it on paper. They'll say, oh, we're working on a line from Lake Powell. It covers their butt.

Mayor Wilson asked if he was saying if the District says they're out of water, we still have some water rights in the springs, we won't be able to use them.

Councilman Blair Gubler replied no they will use those, how many do we have.

Mayor Wilson explained we have water rights in the secondary system, we won't be able to give them to give back to us for use.

Councilman Blair Gubler explained that if they can allocate it, why can't we allocate it within our own city. We have a lot of land that's in the city, we haven't got any water on it, and so the map shows that we can't put any water there. But the Conservancy can. According to the map that's in this agreement, we can allocate the bottom bench for the water. Nothing outside of the bottom bench.

Mayor Wilson replied that we don't want secondary water on the topside.

Councilman Blair Gubler commented we could build a treatment plant just like they can, it just cost money.

Councilwoman Wise asked Mayor Wilson why he wasn't willing, if he was sure that's correct, why isn't he willing to just beef up number four coordination and allow more negotiation at 20 years in the future.

Mayor Wilson asked what would need to be negotiated.

Councilwoman Wise replied that they have never entered a long-term contract. We've got value. We've got value which can change depending on whether we have drought or we have surplus.

Mayor Wilson replied that the value will change. That's always going to change. It costs a lot more to get water in the future. And that water in 20 years that we have is going to be worth a lot more. But if we had to get it somewhere else it would cost a lot more.

Councilman Blair Gubler added that it's just a connection to us. To the Conservancy District right now, it's \$15,000 per connection.

Mayor Wilson replied that the impact fee.

Councilman Micah Gubler gave an example of Medicare Advantage plan, when people are used to insurance companies always charging more and giving less, and it's a good deal, they say, well, where's the catch? And that kind of seems to be like, well, there's got to be something here, right? We just don't naturally trust outside entities, and he thought the mayor's been trying to say this is a win-win. They're helping us to get dirty water and make it clean, because we're not in that business. And Blair, as much as we say we could build it, La Verkin is not going to get into the water treatment business. We can barely keep our roads serviced.

Councilman Blair Gubler commented that new technologies are happening fast. Springdale has got it, and that's how they get their extra water.

Councilman Micah Gubler continued to say that Springdale has a budget that's X amount above ours, right? We couldn't even consider \$6 million right now for anything.

Blaine Worrell commented that Springdale was already doing water, but it was an upgrade to their system. So, they've had the plant for a long time. It was an upgrade to get new technology. He couldn't remember the exact numbers. \$10 million is what the total project cost, \$10 to \$15 million, somewhere in there. It is for a fraction of the size of La Verkin.

Councilman Micah Gubler commented that he was trying to understand on both sides, and he thought, we're thinking there's going to be a lot of surplus water that has value, but it sounds like if we hit even the, optimistic, conservative, numbers, at some point we have maybe just enough connections. 30 years from now, we have a whole lot of surplus water. It sounds like we can't sell our shares anyway. Right. He could see the mayor's point that what are we really negotiating right now we're locking in a way to guarantee and take water that's been going down the river and now we can make it clean and bring it back to us and not have to get into a loan to do it. It's opening a door for us to actually finally use the water shares that we have and assure them for the future. His hang up was he thought there's a lot of these extra shares of water we can sell but learning that we can't sell our shares of water and also that we're going to build out and use all of it eventually he didn't see why we need to renegotiate or what there would be to renegotiate.

Councilwoman Wise replied that she didn't know that we would need to renegotiate but the way it's written now we never will be able to. She thought they would get the water back, and maybe we won't use them all. You know, we assume that we'll build out, but maybe we won't. And we're still giving the Conservancy District surplus water. That we have chosen that we don't need, and then we are losing that. She was asking that we have the opportunity to. Maybe negotiates the wrong word, just a word that's used a lot, but we should have the opportunity to really review and balance the agreement.

Mayor Wilson replied we have the opportunity to balance how much water it's going to be every year.

Councilwoman Wise explained you're assuming we're going to use it all. But truly, what if we don't? And there's a whole lot of value in water that we're not using, and we'll never, into perpetuity, get any of that value.

Mayor Wilson asked how they would get the value out it the state says they can't sell it.

Councilwoman Wise If we're entering into this agreement, and we're allowing the district to take the surplus water. In this agreement, they will be the next priority, first right.

Mayor Wilson replied they're taking our priority because it's the best and just making sure that we're going to be able to use that for our benefit from secondary use to culinary use.

Councilman Blair Gubler suggested taking the numbers and cutting them all in half. They can have half the surplus water now and in 10 years negotiate for the other half. We have always just let the water go down the river to the next user.

Mayor Wilson asked why they wouldn't use it to benefit the city. He asked what kind of wording they wanted if they were to renegotiate.

Fay thought what they were looking for would be after a period of 20 years from the date of execution of the agreement, parties agreed to make any adjustments deemed necessary to correct any, or to make any adjustments. To correct any inequality or inequity. If there are those kinds of inequities after 20 years both parties can always sit down at that point and take a look at the agreement and renegotiate. There's nothing that prevents the parties from doing that at any time. Washington county water conservation district in his view is there for the benefit of the cities that's their purpose. A government entity is supposed to work in good faith so in dealing with the city and that kind of governmental entity you assume those people will act with an issue that comes up that nobody anticipated. Then we'll sit down and adjust it accordingly.

Mayor Wilson asked Morgan if the district would be opposed to adding a renegotiation for 20 years.

Morgan replied we'll need to figure out that one party deems an equity but the other doesn't. You have to resolve it in some way because it just goes back to if you've given connection based on that surplus water, whatever it was, because we're not having the city commit to any amount of surplus, which that is a risk the district is taking. She made that very clear. The district's taking on some as well. Also, the district isn't asking for a set number of surplus water. It may be more one year and so they are taking a chance also. The water district is not committing the city of La Verkin to any amount. We're going to meet yearly to see how much water surplus there is, and then decide, okay, that means you can get these many connections out of that surplus. Okay, next year, how much surplus water do you have? You could say, we don't have any this year, and we say, okay, no connection. Next year, how much surplus water? So, we are doing that on a yearly basis, and this Exhibit A is an illustration, but the district is not holding La Verkin City to a number, so that is a risk to the district. Councilmember Wise, we are already doing what you're doing. If we were to add language of renegotiation or fixing inequities, we would need to have a lot of sideboards, how that's resolved. And it needs to be resolved, because what we don't want to happen is it can't be resolved. The agreement is terminated, the city starts using more of that surplus water, but we've got connections that are relying on that.

Mayor Wilson added that Exhibit A is just a guesstimate. We don't know for sure. We think it's going to start out at close to 1,000 acre-feet. Once the new system is in and we know we've got a reliable system. They think there will be less water used because some of these big fields that use a lot of water they're eventually going to grow houses, and they won't be using as much water.

Councilwoman Wise asked them the wording that you were just saying about, say, 20-year time, reviewing and resolving any inequity, is that pretty much what you were saying.

Fay commented that if you sit down in good faith, there's always an obligation under the contract to review whatever we do, it has to be done in good faith. We're doing this in good faith, aren't we. We're doing this in good faith, yeah, absolutely. The district always owes to the city, and the city always owes to the district. If any circumstance arose that wasn't foreseen at this particular period of time, somehow inequitable to one of the parties, in good faith it would be discussed.

Councilwoman Wise replied she couldn't in good faith sign this agreement without more language about a renegotiation. She really wants to get this finished.

Fay responded that the language would need to be fine-tuned and agreeable to the district as well as the city.

Councilman Micah Gubler added that Morgan's comment that they have risk, that can come back to bite them. We might be the ones 20 years from now that have got a \$13 million system, and if the surplus isn't there we got the better deal.

Councilwoman Wise was concerned that she never heard of anybody signing away forever. Without any discussion, let's just do it. It sounds good right now. We've tried to cross the T's, dot the I's. And we're going to live with it forever. Future councils are going to live with it forever.

Councilman Micah Gubler did like the idea of trading clean water for connections, forever. If the water is gone, it's gone across the county. However, we have it in perpetuity.

Councilwoman Wise asked if the water was really gone from the county would La Verkin really still have green grass and construction going?

Mayor Wilson said that question came up at the Water District, and they asked each one of the cities, are you willing to, if we get in a drought situation and we have to go to different stages of the drought, willing to let your lawns go brown? They asked him and he said that lawns would be green. We have a contractual obligation to provide that secondary water for our users in La Verkin. And that is the priority that we have. As long as there's water running down the river and they don't put a call on the river beyond 1890, we're going to get that water. And if we have excess water, it'll go back to the district, and they'll treat it and give it back to us in the coming years. And the rest of the county will have to look at brown lawns.

Morgan agreed.

Councilman Blair Gubler wanted to wait to make a motion until the next meeting. He wanted to see a clean copy with a change in the timeline. He didn't know why there was a hurry.

Mayor Wilson wanted a motion on it in tonight's meeting. He thought they had discussed it long enough.

Councilman Micah Gubler liked the perpetuity better, just because the equity thing made him nervous. We don't have that kind of money.

The motion was made by Councilman Micah Gubler to approve Water Surplus Agreement, seconded by Councilman Darren Prince. Roll Call Vote: Micah Gubler-yes, Wise-No, Prince-yes, Blaire Gubler-no, Mayor Wilson-yes. The motion passed.

2. Discussion and possible action to approve the MOU for the Water Surplus Agreement.

Mayor Wilson explained the MOU is how the work gets paid for with the irrigation project. The district will pay the invoice and that way the city doesn't have to get a loan and have the district pay us back.

Kyle added that this just outlines how the contractor will be paid back, and the process that they need to follow, so the district approves it, and the city approves it, and then the district pays it.

Morgan added that La Verkin city is in control of the project. They will give support if La Verkin city desires it.

The motion was made by Councilman Darren Prince to the MOU for the Water Surplus Agreement, second by Councilman Micah Gubler. Roll Call Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-No, Prince-yes. The motion passed.

3. Discussion and possible action to approve the Water Exchange Agreement.

Morgan explained that Ash Creek Special Service District is constructing a Confluence Park water reclamation facility. Our reclamation facility will produce type 1 reuse water, which is safe for human contact, safe for outdoor irrigation, and it's even safe for irrigation on edible portions of crops. And it is a consistent flow, which is nice, the turbidity that La Verkin has will be reduced. Part of the project that the district is paying for and doing is a pipeline from the complex park water reclamation facility to a new pond. It's separate. The secondary system improvement project, so none of that \$13 million from the district is paying for these projects. It will deliver reused water to the pond, and then La Verkin City will use that reuse water in its secondary system. It'll be a one-for-one exchange. So, any amount of the reuse water that is used by La Verkin City, the district will take the Virgin River water that La Verkin City would have used so that you get the reuse. The district recognizes that Confluence Park Water Reclamation Study will not be producing enough type one reuse water to do a full exchange. So, part of the pond is desilting basin. So, La Verkin City will be using Virgin River secondary water rights, as well as reuse water, and the desilting pond will help with turbidity of the Virgin River water. So, one-for-one exchange, no cost, no additional cost to either parties and it will be a more constant flow, less sediment.

Blaine explained that the pond will have two inlets. It'll have an inlet from the Virgin River, inlet from the reuse, and it'll be on the south side of the pond. And then on the kind of northwest side of the pond, there's a decanter arm. It's got a pipe with a flexible joint so that the water that's coming out of the pond will always be drawn from the top. So as water comes in, especially the Virgin River underwater with its high sediment content, we'll come in and have time to settle to the bottom and then we'll be drawing water off the top, about a 20 foot elevation difference from the bottom of the pond to the top of the water so that we're getting as clean as water as possible as it's going into it.

Mayor Wilson added that it would be a huge benefit for the users of the secondary system here in the work. And eventually, hopefully we'll be able to have much cleaner water

The motion was made by Councilwoman Wise to the Water Exchange Agreement, second by Councilman Micah Gubler. Roll Call Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-no, Prince-yes. The motion passed.

4. Discussion and possible action to approve the Director of operations new truck lease.

Mayor Wilson explained that Derek leases the truck for two years because they want it back for the resale value of the truck after two years. The resale value is a lot higher on a new truck. They do this with the police chief's truck also.

Councilwoman Wise wanted to know why there was not a lease agreement with any numbers.

Derek explained he didn't have the details when the packet went out but he has the lease now. Working with the company that we work with they give us a one-to-three-year option lease option we can lease for one year, two-year or three years. After the third year we keep the truck then for the fourth and fifth year. We're cutting the rest of the two payments in the truck. We lease with a 10,000 mile per year maximum. The old contract was that it was an annual payment that we would make to them every year. The lower the miles, we actually get a rebate back. Right now, with my truck and its miles, the city will recoup \$10,000. We'll get paid back \$10,000 for the

truck. So, by the time you take the \$10,000, reapply it for the payment, our payment increased this year with a two-year newer truck by \$200. I've got what those payments would be, right now, we make an annual payment of \$8,500. The new payment would be \$8,750 without rebate coming back to the city. They prefer not to make an annual payment anymore due to the fact that if we want to cut the lease short, we can't do that. If we want to cut lease agreement short we can't because we have started into our third year, we wouldn't have that option. The longer we hold on to the truck, the less that money comes back to us. So, we basically have that truck for two years. We've paid two payments of \$8,500 on it, and we stand, we're back almost three quarters of the payment back to us, the apply back to as long as we're maintaining it well and the miles aren't excessive. We just bought a truck that you guys approved for ongoing. So, it's kind of a win because we keep a truck that's a nice truck and a truck that stays under warranty and a truck that we actually end up getting money back for it. That's a truck that will hopefully get another 10 to 12 years out of. This is better all the way around to where we're not financially responsible. First, we're not in debt for the truck other than ~~the~~ lease payment.

Mayor Wilson pointed out over two years they paid 17,000 and they got \$10,000 back. That's a truck for two years only for \$7,000.

Councilwoman Wise suggest that Derek gets them the ~~lease~~ and they can approve it. She wondered if that would cause hardship.

Derek explained they could do that. That it would be three months already for the truck to be delivered.

Councilwoman Wise explained she didn't ~~think~~ they should vote on something they haven't seen yet. And asked Derek to bring up the paperwork for them to look at.

Councilman Blair Gubler asked how much the truck costs.

Derek replied that the one he is driving now is \$9500, because our last two payments are about \$1030. And the point is we don't want to buy this because we don't want to bypass the warranty. This year is the first year after you guys have allowed us to start buying new equipment so that we are actually only at 20% of our equipment usage. In December we'll be at 50% of our budget. We've actually started to see that come around to be a benefit to us.

Councilwoman Wise asked if this was approved tonight, she wants the actual lease to be in the packet and part of the agenda. She asked if that was possible.

Fay replied yes they could add it later to the packet.

Councilwoman Wise explained that ~~she~~ was okay with it if the rest of the council is okay with it. She didn't think that we as a council should be approving things like this, a lease without the actual lease attached to this meeting agenda.

Mayor Wilson suggested that the motion approve a copy of the lease agenda for Nancy to have in the record.

Kyle added that it might be, if you do that, that might let Derek get the other one ordered. Because he's got to keep that other truck until the other truck gets here. But it would have proved what his numbers on the lease are, and subject to the lease coming back to you in two weeks at the next meeting. Then he might be able to call the United Fleet and tell them we're good to go. We don't want to run the risk of losing the rebate.

The motion was made by Councilwoman Wise to approve the Director of Operations new truck lease with the condition that the numbers stay the same and to attach the lease to the minutes, second by

Councilman Blair Gubler. Roll Call Vote: Micah Gubler-yes, Wise-yes, Blair Gubler-yes, Prince-yes. The motion carried unanimously.

C. Adjourn:

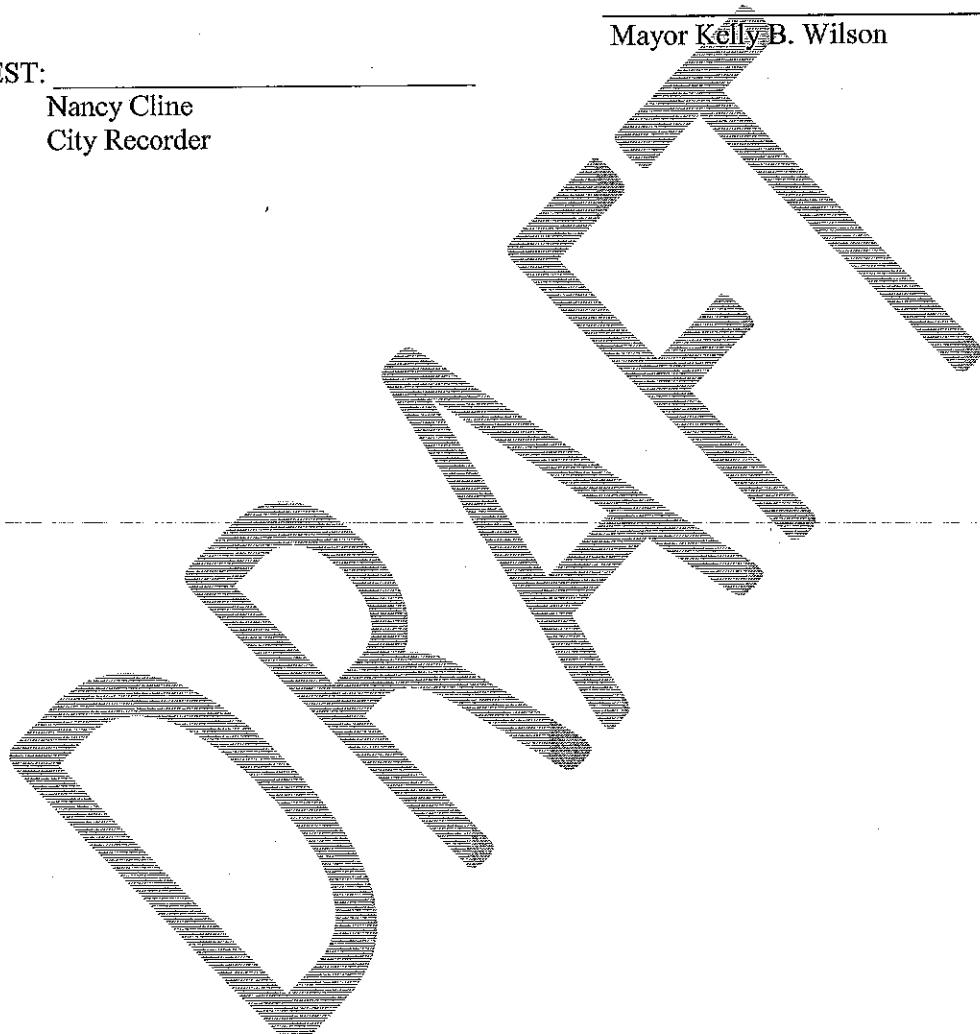
The mayor closed the meeting at 7:26 p.m.

Date Approved

Mayor Kelly B. Wilson

ATTEST:

Nancy Cline
City Recorder



A RESOLUTION OF THE CITY COUNCIL OF LAVERKIN, UTAH, DESIGNATING TWO (2) REPRESENTATIVES TO SERVE ON THE ADMINISTRATIVE CONTROL BOARD OF ASH CREEK SPECIAL SERVICE DISTRICT.

WHEREAS Ash Creek Special Service District ("District") is a special service district organized under Title 17D of the Utah Code for the purpose of providing wastewater collection and treatment services to areas in east Washington County, including the municipalities of Hurricane, LaVerkin, Toquerville, Virgin and Apple Valley, Utah; and

WHEREAS, pursuant to Utah Code § 17D-1-301, the District is governed by an Administrative Control Board ("Board") whose members are appointed by the Washington County Commission with input from the participating municipalities; and

WHEREAS LaVerkin is a participating municipality within Washington County that receives services from the District and is entitled to two (2) representation on the Board, one of whom shall be the Mayor, and the other of whom shall be a member of the LaVerkin City Council; and

WHEREAS LaVerkin desires to designate Mayor Kelly B. Wilson and Scott Pectol, a member of the LaVerkin City Council, to serve on the Board, with such appointment becoming effective only upon approval and formal appointment by the Washington County Commission as the governing authority of the District; and

WHEREAS LaVerkin further desires that the appointments shall continue until the appointees' municipal term of office expires, or until LaVerkin designates a replacement by subsequent resolution, whichever occurs first.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF LAVERKIN, UTAH, AS FOLLOWS:

1. Appointment. The LaVerkin City Council hereby designates Mayor Kelly B. Wilson, and Scott Pectol, a duly elected member of the LaVerkin City Council, to serve on the Administrative Control Board of Ash Creek Special Service District.

2. Effective Date of Appointment. This designation shall become effective upon approval and appointment by the Washington County Commission, acting as the governing authority of the District.

3. Term of Service. The term of service of each appointee shall continue until the expiration of each appointee's municipal elected term, or until this designation is rescinded and replaced by a subsequent resolution of the LaVerkin City Council, whichever occurs first.

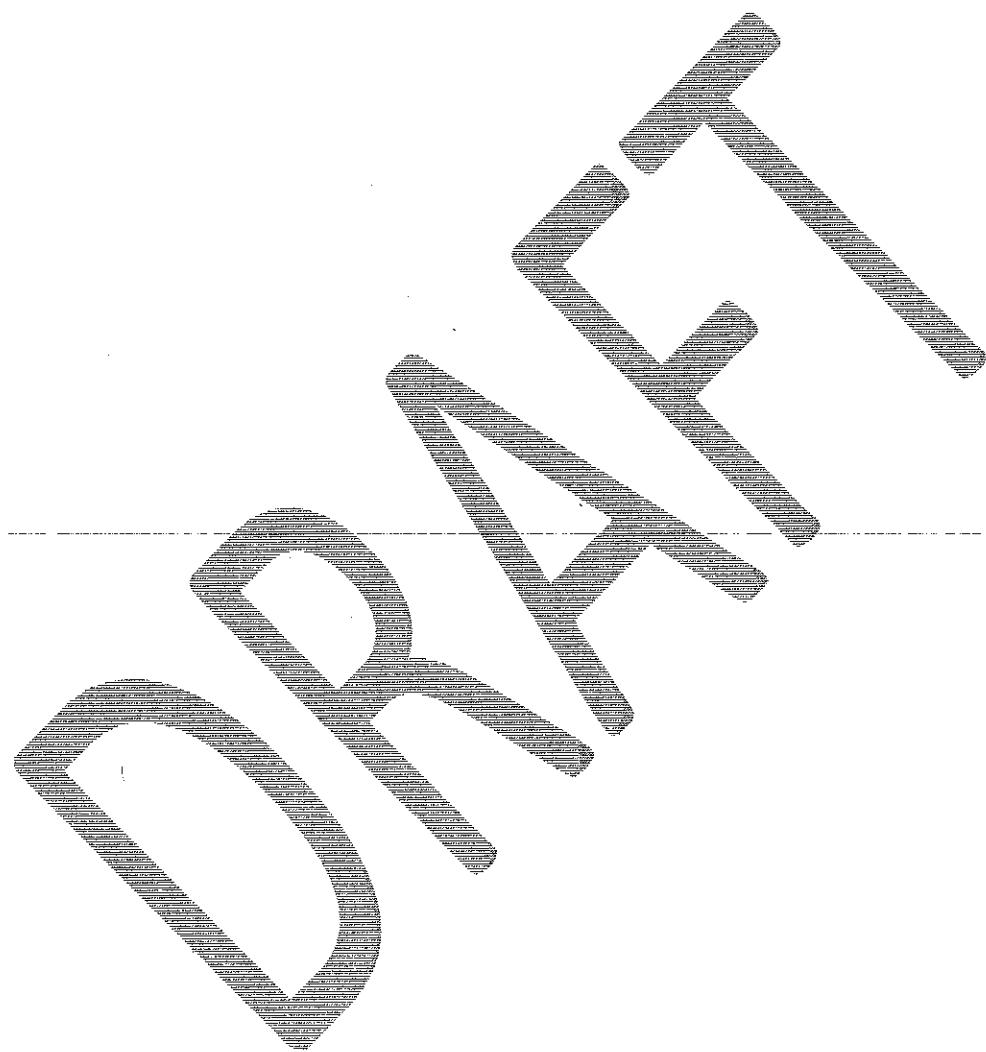
PASSED AND APPROVED this _____ day of _____, 2026.

City of LaVerkin

Mayor

Attest:

Nancy Cline, City Recorder



RESOLUTION NO.2026-02

A RESOLUTION OF THE CITY COUNCIL OF LAVERKIN, UTAH, APPOINTING A REPRESENTATIVE TO SERVE ON THE ADMINISTRATIVE CONTROL BOARD OF WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1

WHEREAS, Washington County Special Service District No. 1 (“District”) is a special service district organized under Title 17D of the Utah Code for the purpose of providing solid waste collection and disposal services within Washington County, Utah; and

WHEREAS, pursuant to Utah Code § 17D-1-301, the District is governed by an Administrative Control Board (“Board”) whose members are appointed by the Washington County Commission with input from the participating municipalities; and

WHEREAS, LaVerkin is a participating municipality within Washington County that receives services from the District and is entitled to a representative on the Board; and

WHEREAS, LaVerkin desires to designate a member of its governing body to serve on the Board, with such appointment becoming effective only upon approval and formal appointment by the Washington County Commission as the governing authority of the District; and

WHEREAS, LaVerkin further desires that the appointment shall continue until the appointee’s municipal term of office expires, or until LaVerkin designates a replacement by subsequent resolution, whichever first occurs,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF LAVERKIN, UTAH, AS FOLLOWS:

1. Appointment. The LaVerkin City Council hereby designates Amanda Barr, a duly elected member of the LaVerkin City Council, to serve on the Administrative Control Board of Washington County Special Service District No. 1.

2. Effective Date of Appointment. This designation shall become effective upon approval and appointment by the Washington County Commission, acting as the governing authority of the District.

3. Term of Service. The appointee’s term shall continue until the expiration of his or her municipal elected term, or until this designation is rescinded and replaced by a subsequent resolution of the City of LaVerkin, whichever occurs first.

PASSED AND APPROVED this _____ day of _____, 2026.

City of LaVerkin

Mayor

Attest:

Nancy Cline, City Recorder



RESOLUTION NO. 2026-03

A RESOLUTION OF THE CITY COUNCIL OF LAVERKIN, UTAH, APPOINTING A REPRESENTATIVE TO SERVE ON THE ADMINISTRATIVE CONTROL BOARD OF SOUTHWEST MOSQUITO ABATEMENT AND CONTROL DISTRICT.

WHEREAS Southwest Mosquito Abatement and Control District ("District") is a special district organized under Title 17B of the Utah Code for the purpose of providing mosquito abatement and control services within Washington County, Utah; and

WHEREAS pursuant to Utah Code § 17B-1-301, the District is governed by a board of trustees ("Board") whose members are appointed by resolution of each municipality participating in the District; and

WHEREAS LaVerkin is a participating municipality within Washington County that receives services from the District and is entitled to appoint a representative to serve on the Board; and

WHEREAS LaVerkin desires to appoint a member of its governing body to serve on the Board; and

WHEREAS LaVerkin further desires that the appointment shall continue until the appointee's municipal term of office expires, or until LaVerkin designates a replacement by subsequent resolution, whichever occurs first.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF LAVERKIN, UTAH, AS FOLLOWS:

1. Appointment. The LaVerkin City Council hereby appoints John Valenti, a duly elected member of the LaVerkin City Council, to serve on the Board of Trustees of Southwest Mosquito Abatement and Control District.

2. Effective Date of Appointment. This designation shall become effective upon formal approval of this resolution.

3. Term of Service. The appointee's term shall continue until the expiration of his municipal term of office, or until this appointment is rescinded and replaced by a subsequent resolution of the LaVerkin City Council, whichever occurs first.

PASSED AND APPROVED this _____ day of _____, 2026.

City of LaVerkin

Mayor

Attest:

Nancy Cline, City Recorder



RESOLUTION NO.2026-04

A RESOLUTION OF THE CITY COUNCIL OF LAVERKIN, UTAH, DESIGNATING A REPRESENTATIVE TO SERVE ON THE ADMINISTRATIVE CONTROL BOARD OF HURRICANE VALLEY FIRE SPECIAL SERVICE DISTRICT.

WHEREAS Hurricane Valley Fire Special Service District is a special service district organized under Title 17D of the Utah Code for the purpose of providing fire prevention and suppression services within east Washington County, Utah; and

WHEREAS, pursuant to Utah Code § 17D-1-301, the District is governed by an Administrative Control Board (“Board”) whose members are appointed by the Washington County Commission with input from the participating municipalities; and

WHEREAS LaVerkin is a participating municipality within Washington County that receives services from the District and is entitled to a representative on the Board; and

WHEREAS LaVerkin desires to designate a member of its governing body to serve on the Board, with such appointment becoming effective only upon approval and formal appointment by the Washington County Commission as the governing authority of the District; and

WHEREAS LaVerkin further desires that the appointment shall continue until the appointee’s municipal term of office expires, or until LaVerkin designates a replacement by subsequent resolution, whichever first occurs,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF LAVERKIN, UTAH, AS FOLLOWS:

1. Appointment. The LaVerkin City Council hereby designates Scott Pectol, a duly elected member of the LaVerkin City Council, to serve on the Administrative Control Board of Hurricane Valley Fire Special Service District.

2. Effective Date of Appointment. This designation shall become effective upon approval and appointment by the Washington County Commission, acting as the governing authority of the District.

3. Term of Service. The appointee’s term shall continue until the expiration of his or her municipal elected term, or until this designation is rescinded and replaced by a subsequent resolution of the City of LaVerkin, whichever occurs first.

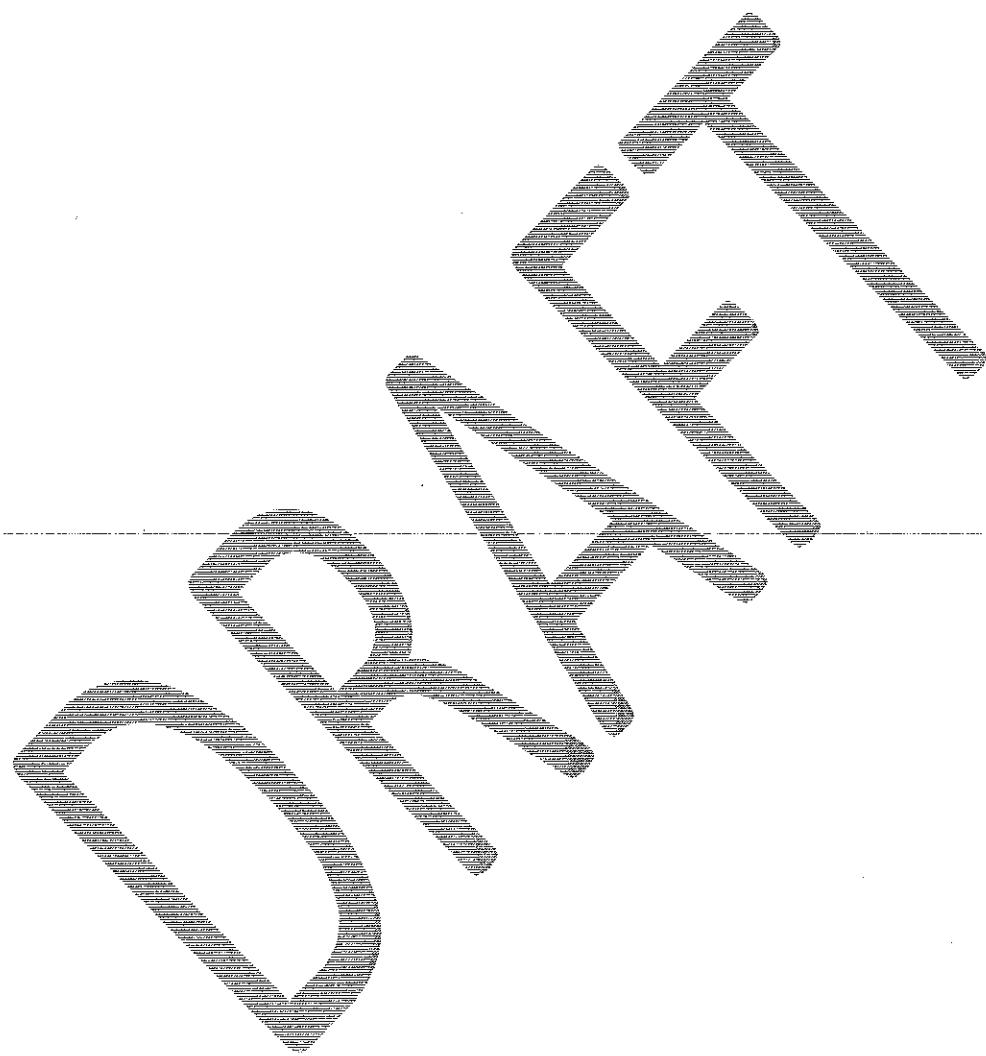
PASSED AND APPROVED this _____ day of _____, 2026.

City of LaVerkin

Mayor

Attest:

Nancy Cline, City Recorder



La Verkin City
Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices

12/30/2025

Invoice No.	Vendor	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
WF-25	*Beaty, Anthony	5/4/2025	12/12/2025	\$300.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Winterfest Sound
RFD 100041098.	*Nelson, Nila	5/4/2025	12/1/2025	\$81.40	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041098 - *N
RFD 100041649.	*Steglich, Kaylauni	5/4/2025	12/29/2025	\$76.30	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041649 - *S
Refund: 100041854	*Walraven, Alani	5/4/2025	12/15/2025	\$119.90	511311	Accounts Receivable	Refund: 100041854 - *Walraven,
RFD 100041854.	*Walraven, Alani	5/4/2025	12/1/2025	\$230.10	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041854 - *
Vendor Total:				\$350.00			
122025	Howard, Hugh	5/4/2025	12/6/2025	\$100.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Talentfest Drawing Winner
PR112825-258	AFLAC	5/4/2025	12/3/2025	\$27.90	102224	Health Savings Account	AFLAC EE
PR121225-258	AFLAC	5/4/2025	12/17/2025	\$27.90	102224	Health Savings Account	AFLAC EE
PR122625-258	AFLAC	5/4/2025	12/30/2025	\$27.90	102224	Health Savings Account	AFLAC EE
Vendor Total:				\$83.70			
110210242025	ALSCO	5/4/2025	12/1/2025	\$117.72	3.54 104160.250 7.06 104240.250 20.01 104410.250 8.24 104510.250 56.51 516340.250 10.59 536330.250 11.77 556330.250	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN Irrigation EQUIPMENT OPERA Drainage EQUIPMENT OPERA	
LSTG1216089	ALSCO	5/4/2025	12/8/2025	\$39.24	1.18 104160.250 2.35 104240.250 6.67 104410.250 2.75 104510.250 18.84 516340.250 3.53 536330.250 3.92 556330.250	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN Irrigation EQUIPMENT OPERA Drainage EQUIPMENT OPERA	
Vendor Total:				\$196.20			
47410	AMERICAN LEGAL PUBLISHING	5/4/2025	12/1/2025	\$500.00	360.00 104140.280 125.00 516660.280 15.00 556350.250	Admin UTILITIES Admin UTILITIES Drainage EQUIPMENT OPERA	
1125	ASH CREEK SPECIAL SERVICE DIST	5/4/2025	12/2/2025	\$72,650.75	526260.520	Sewer PAYMENT TO ASH CRE	November

La Verkin City
Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
218193	B&L PROPANE CO., INC.	54547	12/3/2025	12/3/2025	\$218.33	104540.610	Rec EVENTS, FAIRS, & FESTI	Propane @ Winterfest
TR42161	B&L PROPANE CO., INC.	54574	11/30/2025	11/30/2025	\$36.00	104253.270	Animal B&G OPERATIONS AN	Tank Rent
Vendor Total:					\$254.33			
DEC25-0959	BLOMQUIST HALE CONSULTING GR	54512	12/1/2025	12/1/2025	\$104.04	101562	PEHP/AFLAC Insurance Clearin	Employee assistance coverage
UT202503257	BLUE STAKES OF UTAH 811	54513	11/30/2025	11/30/2025	\$48.76	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
1014482 PO# 62220	Bruce Electric Contractors, Inc	54548	12/4/2025	12/4/2025	\$324.00	104620.610	Comm COMMUNITY DEVELOP	Work on Security Cameras
1014483 PO# 62225	Bruce Electric Contractors, Inc	54548	12/8/2025	12/8/2025	\$906.00	104160.270	Bldg B&G OPERATION AND M	Repair motion switch for data ro
Vendor Total:					\$1,120.00			
367613	BUCK'S ACE HARDWARE	54514	11/28/2025	11/28/2025	\$25.28	104253.270	Animal B&G OPERATIONS AN	Fasteners for kennel flap mounts
367697	BUCK'S ACE HARDWARE	54549	12/2/2025	12/2/2025	\$370.82	104540.610	Rec EVENTS, FAIRS, & FESTI	Display Supplies
368008	BUCK'S ACE HARDWARE	54575	12/10/2025	12/10/2025	\$41.98	104160.250	Bldg EQUIPMENT OPERATING	Batteries
368042	BUCK'S ACE HARDWARE	54575	12/12/2025	12/12/2025	\$37.37		Bldg EQUIPMENT OPERATING	Inspect EQUIPMENT OPERAT
					1.12	104160.250	Streets EQUIPMENT OPERAT	
					2.24	104240.250	Parks EQUIPMENT OPERATIN	
					6.35	104410.250	O&M EQUIPMENT OPERATIN	
					2.62	104510.250	Irrigation EQUIPMENT OPERA	
					17.94	516340.250	Drainage EQUIPMENT OPERA	
					3.36	536310.250		
					3.74	556350.250		
Vendor Total:					\$475.45			
17062	BUSINESS SOLUTIONS GROUP	54576	12/8/2025	12/8/2025	\$384.83	203.96	104140.240	Admin OFFICE EXPENSE, SUP
					115.45	516660.240	Admin OFFICE EXPENSE, SUP	
					19.24	536310.240	Irrigation OFFICE EXPENSE, S	
					46.18	556350.240	Drainage OFFICE EXPENSE, S	
4366-1225	CenturyLink	54603	12/7/2025	12/7/2025	\$73.05	104510.280	Parks UTILITIES	Power plant park
764503171	CenturyLink	54603	12/12/2025	12/12/2025	\$778.49	89.25	104140.280	Admin UTILITIES
764504225	CenturyLink	54603	12/12/2025	12/12/2025	\$305.44	104140.280	Police UTILITIES	111 S Main
902-1225	CenturyLink	54631	12/19/2025	12/19/2025	\$53.45	104140.280	Admin UTILITIES	111 S Main
Vendor Total:					\$610.43			
25-1128 WAN R PO# 62208	CHURCH CONSTRUCTION	54516	12/1/2025	12/1/2025	\$29,900.00	29,900.00	104510.480	Parks RAP Tax
25-1212 LA-FES PO# 6247	CHURCH CONSTRUCTION	54604	12/23/2025	12/23/2025	\$5,000.00	104540.120	Rec PART TIME EMPLOYEES	Part time employee Winterfest

Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices
La Verkin City

La Verkin City

Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices

12/30/2025

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
121125 PO# 6236	FRIEDMAN, EMILY	54609	12/22/2025	12/22/2025	\$30.00	104140.610	Admin MISCELLANEOUS SER	Help with Rural Community Gra
F2605E00834	FUEL NETWORK	54552	12/1/2025	12/1/2025	\$2,369.52	104160.250	Bldg EQUIPMENT OPERATIN	Fuel Amount
					30.95	104210.250	Police EQUIPMENT OPERATIN	
					1,326.39	104240.250	Inspect EQUIPMENT OPERATIN	
					61.90	104253.250	Animal EQUIPMENT OPERATIN	
					11.54	104410.250	Streets EQUIPMENT OPERATIN	
					175.37	104510.250	Parks EQUIPMENT OPERATIN	
					72.21	104530.250	O&M EQUIPMENT OPERATIN	
					495.16	516340.250	Irrigation EQUIPMENT OPERATIN	
					92.84	536310.250	Drainage EQUIPMENT OPERATIN	
11209-0	GREEN TREE LAWN & LANDSCAPE	54521	11/29/2025	11/29/2025	\$450.00	104510.250	Parks EQUIPMENT OPERATIN	Mowing service
11209-6	GREEN TREE LAWN & LANDSCAPE	54634	12/29/2025	12/29/2025	\$450.00	104510.250	Parks EQUIPMENT OPERATIN	Mowing service
	Vendor Total:				\$900.00			
122025	Gubler, Adri	54553	12/6/2025	12/6/2025	\$200.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Gingerbread Winner
WF25 PO# 6229 R11201251	GUBLER, KIMBER GUBLER, KYLE W	54579	12/12/2025	12/12/2025	\$600.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Parade, Float, and Suzy Snowfla
WF25	Gubler, Martha	54522	12/1/2025	12/1/2025	\$500.00	104140.250	Admin EQUIPMENT OPERATIN	Car allowance
WF25 PO# 6228	Gubler, Natalie	54580	12/12/2025	12/12/2025	\$200.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Suzie Snowflake Pageant
WF9.5hrs	Hammerhead Pools	54581	12/12/2025	12/12/2025	\$1,750.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Talentfest and Suzy Snowflake P
WF25	Haynes, Ashlyn	54582	12/10/2025	12/10/2025	\$884.74	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100402033 - H
121825	Haynes, Jamie	54583	12/12/2025	12/12/2025	\$190.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Train Rides and repairs 9.5 hour
	Health Equity	54584	12/12/2025	12/12/2025	\$150.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Corn Hole Tournament
	Vendor Total:	121827	12/18/2025	12/18/2025	\$21.00	7.75	104140.130	Admin EMPLOYEE BENEFITS
					5.50	104210.130	Police EMPLOYEE BENEFITS	
					7.75	516660.130	Admin EMPLOYEE BENEFITS	
PR112825-6099	Health Equity	121827	12/3/2025	12/3/2025	\$761.40	102224	Health Savings Account	PEHP Health Equity-Family
PR121225-6099	Health Equity	121827	12/17/2025	12/17/2025	\$4,295.54	225.00	102224	PEHP Health Equity-Family
					3,644.56		Health Savings Account	PEHP Health Equity-Family
					512.22		Health Savings Account	PEHP Health Equity-Family
					138.76		Health Savings Account	PEHP Health Equity-Family
PR122625-6099	Health Equity		12/30/2025	12/30/2025	\$761.40	102224	Health Savings Account	PEHP Health Equity-Family
	Vendor Total:				536.40	225.00	102224	PEHP Health Equity-Family
2025-2816	HURRICANE CITY JUSTICE COURT	54523	11/26/2025	11/26/2025	\$250.00	104121.240	Police JUSTICE COURT	December Court Billing

La Verkin City Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
2025-2828	HURRICANE CITY JUSTICE COURT	54610	12/16/2025	12/16/2025	\$245.00	104121.240	Police JUSTICE COURT	Reimbursement for Indigent Cou
	Vendor Total:				\$495.00			
11-756	HURRICANE CITY WATER DEPT	54611	12/22/2025	12/22/2025	\$361.00	516340.410	O&M PRODUCT OR SERVICE	Power for Ash Creek Springs @
268	Imlay, Toni	54612	12/17/2025	12/17/2025	\$175.00	5.25	O&M PRODUCT OR SERVICE	Chlorine & Cylinder rental for bot
					10.50	104160.250	Bldg EQUIPMENT OPERATING	Jackets with 250 year USA desig
					29.75	104410.250	Inspect EQUIPMENT OPERATI	
					12.25	104510.250	Streets EQUIPMENT OPERATI	
					84.00	516340.250	Parks EQUIPMENT OPERATIN	
					15.75	536310.250	O&M EQUIPMENT OPERATIN	
					17.50	556350.250	Irrigation EQUIPMENT OPERA	
							Drainage EQUIPMENT OPERA	
18022	INTERSTATE ROCK PRODUCTS	54525	11/26/2025	11/26/2025	\$44.80	44.80	556350.440	Drainage NEW SERVICES
		54526	12/1/2025	12/1/2025	\$400.00	104540.120		Patch
RI1201252	Iverson, Moses							
000498	JOHNSON, MARIDEE	54554	12/6/2025	12/6/2025	\$30.97	30.97	104540.610	Rec PART TIME EMPLOYEES
001430	JOHNSON, MARIDEE	54554	12/5/2025	12/5/2025	\$9.93	9.93	104540.610	Rec EVENTS, FAIRS, & FESTI
008748	JOHNSON, MARIDEE	54613	12/22/2025	12/22/2025	\$19.20	19.20	104540.270	Lights
018568	JOHNSON, MARIDEE	54554	12/6/2025	12/6/2025	\$132.32	132.32	104540.610	Rec EVENTS, FAIRS, & FESTI
66-500803	JOHNSON, MARIDEE	54554	12/4/2025	12/4/2025	\$83.22	83.22	104540.610	Sock Skating Rink
	Vendor Total:				\$225.64			
121925	LANTIS FIREWORKS & LASERS	54614	12/23/2025	12/23/2025	\$4,100.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Rec EVENTS, FAIRS, & FESTI Remaining Balance of firework s
PO# 6245		54527	12/3/2025	12/3/2025	\$100.28	100.28	102225	LegalShield
PR112825-147	LEGAL SHIELD	54635	12/17/2025	12/17/2025	\$100.28	100.28	102225	LegalShield
PR121225-147	LEGAL SHIELD	54635	12/30/2025	12/30/2025	\$100.28	100.28	102225	LegalShield
PR122625-147	LEGAL SHIELD	54555	11/30/2025	11/30/2025	\$100.28	100.28	102225	LegalShield
	Vendor Total:				\$300.84			
EA1622811	Les Olson	54615	12/17/2025	12/17/2025	\$213.27	113.03	104140.240	Admin OFFICE EXPENSE, SUP
					63.98	516650.240	Admin OFFICE EXPENSE, SUP	
					10.67	536310.240	Irrigation OFFICE EXPENSE, S	
					25.59	556350.240	Drainage OFFICE EXPENSE, S	
EA1632179	Les Olson							
					147.73	78.30	104140.240	Admin OFFICE EXPENSE, SUP
					44.32	516660.240	Admin OFFICE EXPENSE, SUP	
					7.38	536310.240	Irrigation OFFICE EXPENSE, S	
					17.73	556350.240	Drainage OFFICE EXPENSE, S	

La Verkin City Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices

Invoice No.	Vendor	Vendor Total:	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
Refund: 1000398	McDowell, Jason		54528	12/1/2025	12/1/2025	\$138.83	511311	Accounts Receivable	Refund: 100039849 - McDowell,
95666 PO# 6218	MEGA-PRO INTERNATIONAL		54556	12/1/2025	12/1/2025	\$1,001.75	104540.610	Rec EVENTS, FAIRS, & FESTI	Volunteer & Employee Shirts
96236 PO# 6238	MEGA-PRO INTERNATIONAL		54616	12/22/2025	12/22/2025	\$336.40	104111.250	Council EQUIPMENT OPERATI	Shirts for City Council
Vendor Total:						\$1,338.15			
953563	NAPA AUTO PARTS		54529	12/3/2025	12/3/2025	\$40.43	104160.250	Bldg EQUIPMENT OPERATING	
						2.43	104240.250	Inspect EQUIPMENT OPERATI	
						6.87	104410.250	Streets EQUIPMENT OPERATI	
						2.83	104510.250	Parks EQUIPMENT OPERATI	
						19.41	516340.250	O&M EQUIPMENT OPERATIN	
						3.64	536310.250	Irrigation EQUIPMENT OPERA	
						4.04	5563350.250	Drainage EQUIPMENT OPERA	
								Rec EVENTS, FAIRS, & FESTI	Repairs for generator
954086	NAPA AUTO PARTS		54617	12/5/2025	12/5/2025	\$130.92	104540.610		
			54557	12/9/2025	12/9/2025	\$13.98	104160.250	Bldg EQUIPMENT OPERATING	
						0.41	104240.250	Inspect EQUIPMENT OPERATI	
						0.84	104410.250	Streets EQUIPMENT OPERATI	
						2.38	104510.250	Parks EQUIPMENT OPERATI	
						0.98	516340.250	O&M EQUIPMENT OPERATIN	
						6.71	536310.250	Irrigation EQUIPMENT OPERA	
						1.26	5563350.250	Drainage EQUIPMENT OPERA	
			54557	12/9/2025	12/9/2025	\$41.95	104160.250	Bldg EQUIPMENT OPERATING	
						2.52	104240.250	Inspect EQUIPMENT OPERATI	
						7.13	104410.250	Streets EQUIPMENT OPERATI	
						2.94	104510.250	Parks EQUIPMENT OPERATI	
						20.14	516340.250	O&M EQUIPMENT OPERATIN	
						3.78	536310.250	Irrigation EQUIPMENT OPERA	
						4.20	5563350.250	Drainage EQUIPMENT OPERA	
954609	NAPA AUTO PARTS								
954756	NAPA AUTO PARTS		54585	12/10/2025	12/10/2025	\$4.15	104160.250	Bldg EQUIPMENT OPERATING	
						0.12	104240.250	Inspect EQUIPMENT OPERATI	
						0.25	104410.250	Streets EQUIPMENT OPERATI	
						0.71	104510.250	Parks EQUIPMENT OPERATI	
						0.29	516340.250	O&M EQUIPMENT OPERATIN	
						1.99	536310.250	Irrigation EQUIPMENT OPERA	
						0.37	5563350.250	Drainage EQUIPMENT OPERA	
						0.42			
						\$231.43			
Vendor Total:									
1215	PEHP		54618	12/22/2025	12/22/2025	\$23,450.06	23,450.06	PEHP/AFLAC	Health Insurance
122025	PEHP Group Insurance		54619	12/20/2025	12/20/2025	\$990.20	101563	PEHP Life	Life Insurance
260101	Pelorus Methods, Inc.		54586	12/1/2025	12/1/2025	\$2,700.00	1,050.00	Admin COMPUTER EQUIPMEN	Software and support
								Police COMPUTER EQUIPMEN	Software and support

Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices
La Verkin City

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
02-304963	Petty Cash	54530	12/11/2025	12/11/2025	\$50.00	516660.3115	Admin SOFTWARE OR INFOR	Software and support
	Petty Cash	54530	12/2/2025	12/2/2025	275.00	536310.3115	Irrigation COMPUTER EQUIPM	Software and support
0525	Petty Cash	54542	12/10/2025	12/10/2025	\$9.32	104620.610	Drainage SOFTWARE & COMP	Software and support
122025	Petty Cash	54530	12/1/2025	12/1/2025	\$30.00	104510.250	Comm COMMUNITY DEVELOP	2024 Staff christmas party
2791167-2	Petty Cash	54530	12/1/2025	12/1/2025	\$350.00	104540.610	Parks EQUIPMENT OPERATIN	Mulch for cemetery
2985626-2	Petty Cash	54530	12/1/2025	12/1/2025	\$14.35	104140.240	Rec EVENTS, FAIRS, & FESTI	Cash from donations for Festival
	Vendor Total:				\$6.89	104140.240	Admin OFFICE EXPENSE, SUP	Mailing
WF25	Pope, Kim	54587	12/12/2025	12/12/2025	\$1,000.00	1,000.00	Rec EVENTS, FAIRS, & FESTI	Display Prep
PO# 6231	PUBLIC EMPLOYEES LTD PROGRAM	54636	12/30/2025	12/30/2025	\$848.23	848.23	PEHP/AFLAC Insurance Clearin	11/15/25-12/26/25
123025	PURCHASE POWER	54589	12/3/2025	12/3/2025	\$200.00	106.00	Admin OFFICE EXPENSE, SUP	
120325					104140.240	60.00	Admin OFFICE EXPENSE, SUP	
INV0989	R.Jones Masonry	54532	12/2/2025	12/2/2025	\$24,000.00	516660.240	Irrigation OFFICE EXPENSE, S	
INV0994	R.Jones Masonry	54558	12/4/2025	12/4/2025	\$5,280.00	536310.240	Drainage OFFICE EXPENSE, S	
	Vendor Total:				\$5,280.00	24.00	556350.240	
122025	R.A.W. Foundation	54559	12/6/2025	12/6/2025	\$24,000.00	104620.610	Comm COMMUNITY DEVELOP	Wall for cemetery
	REBER, FAY E	ACH.1203250853.11017	12/1/2025	12/1/2025	\$300.00	11,000.00	Rec EVENTS, FAIRS, & FESTI	Talentfest Audience Winner Char
RH1201253					104540.610	104140.311	Admin ATTORNEY	
1191184	RED MOUNTAIN TECHNOLOGY SOLU	54590	12/15/2025	12/15/2025	\$435.11	435.11	Admin TELEPHONE/COMMUNI	Phone system
20571	RED MOUNTAIN TECHNOLOGY SOLU	54560	12/4/2025	12/4/2025	\$6,854.94	6,854.94	Comm COMMUNITY DEVELOP	Work on 111 South Main Street
20605	RED MOUNTAIN TECHNOLOGY SOLU	54560	12/4/2025	12/4/2025	\$1,440.00	1,440.00	Comm COMMUNITY DEVELOP	10 enter licenses
PO# 6223	Vendor Total:				\$8,730.05	104620.610		
77198	ROADRUNNER AUTOMOTIVE AND DI	54591	12/16/2025	12/16/2025	\$79.11	79.11	Police VEHICLE MAINTANCE	Oil Change-19 Dodge (Alex)
0016-1225	ROCKY MOUNTAIN POWER	54620	12/16/2025	12/16/2025	\$231.32	231.32	Animal UTILITIES	Animal shelter
0017-1225	ROCKY MOUNTAIN POWER	54620	12/16/2025	12/16/2025	\$4,369.37	4,369.37	Admin UTILITIES	435 N Main & 1/2 111 S Main
					730.93	730.93	Police UTILITIES	1/2 111 S Main
					2,723.81	2,723.81	Streets UTILITIES	Street lights
					243.08	243.08	Parks UTILITIES	Parks

La Verkin City
Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices

12/30/2025

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
0024-1225	ROCKY MOUNTAIN POWER	54620	12/16/2025	12/16/2025	\$62.96	516660.280	Admin UTILITIES	Pump station
0124-1225	ROCKY MOUNTAIN POWER	54592	12/8/2025	12/8/2025	\$62.96	536310.250	Irrigation EQUIPMENT OPERA	Filter station power
	Vendor Total:				\$35.38	104510.280	Parks UTILITIES	Power Plant park
3055049	SCHOLZEN PRODUCTS CO INC	54621	12/18/2025	12/18/2025	\$9.60	104510.280	Parks UTILITIES	84 W 500 N park
6952559	SCHOLZEN PRODUCTS CO INC	54533	12/1/2025	12/1/2025	\$375.36	104160.250	Bldg EQUIPMENT OPERATING	Cylinder Monthly Rental
6952692	SCHOLZEN PRODUCTS CO INC	54533	12/1/2025	12/1/2025	\$284.56	104240.250	Inspect EQUIPMENT OPERAT	
6953105	SCHOLZEN PRODUCTS CO INC	54533	12/3/2025	12/3/2025	\$67.92	104410.250	Streets EQUIPMENT OPERAT	
	Vendor Total:				2.04	104160.250	Parks EQUIPMENT OPERATIN	
6954445	SCHOLZEN PRODUCTS CO INC	54561	12/9/2025	12/9/2025	\$4.08	104240.250	O&M EQUIPMENT OPERATIN	
6955474	SCHOLZEN PRODUCTS CO INC	54593	12/15/2025	12/15/2025	11.55	104510.250	Irrigation EQUIPMENT OPERA	
	Vendor Total:				4.75	104510.250	Drainage EQUIPMENT OPERA	
53584122225	Shred St. George	54622	12/22/2025	12/22/2025	\$33.24	516340.450	O&M SYSTEMS MAINTENANC	Resetter
					\$1,084.41	5563350.250	O&M SYSTEMS MAINTENANC	Gloves
72235	Smith Hartvigsen, PLLC	54562	11/30/2025	11/30/2025	\$39.95	28.76	104140.280	Bldg EQUIPMENT OPERATING
WF25	Smith, Ashton	54594	12/12/2025	12/12/2025	9.99	516660.280	Inspect EQUIPMENT OPERAT	
137144	SOUTHERN UTAH DISTRIBUTING INC	54595	12/10/2025	12/10/2025	1.20	5563350.250	Streets EQUIPMENT OPERAT	
416722	Southwest Utah Public Health Departme	54563	12/22/2025	12/22/2025	\$499.00	104140.311	Parks EQUIPMENT OPERATIN	
	Vendor Total:				49.00	104540.610	O&M SYSTEMS MAINTENANC	Setter
					\$245.37	104210.240	O&M SYSTEMS MAINTENANC	Insatite male adapter
					\$125.00	516660.460	O&M SYSTEMS MAINTENANC	Insatite male adapter
							Admin UTILITIES	Water Agreements and surplus
							Admin UTILITIES	Winterfest overnight security, ma
							Admin ATTORNEY	Police OFFICE EXPENSE, SUP
							Rec EVENTS, FAIRS, & FESTI	Tissue paper and toilet paper
							Admin CONTRACTED SERVIC	Bacterial Analysis for drinking w

**La Verkin City
Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices**

12/30/2025

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
1691	Spay Doc, Inc	54623	12/4/2025	12/4/2025	\$144.00	104253.610	Animal MISC SUPPLIES	Border Collie Amoxicillin and Eye
3-350345	STEAMROLLER COPIES	54564	12/2/2025	12/2/2025	\$115.59	104540.610	Rec EVENTS, FAIRS, & FESTI	Maps and Signs
3-350379	STEAMROLLER COPIES	54564	12/3/2025	12/3/2025	\$39.48	104540.610	Rec EVENTS, FAIRS, & FESTI	Copies/Poster for Winterfest
3-350400	STEAMROLLER COPIES	54564	12/4/2025	12/4/2025	\$30.66	104540.610	Rec EVENTS, FAIRS, & FESTI	Copies/Poster for Winterfest
3-350420	STEAMROLLER COPIES	54564	12/4/2025	12/4/2025	\$29.96	104540.610	Rec EVENTS, FAIRS, & FESTI	Copies/Poster for Winterfest
3-350459	STEAMROLLER COPIES	54564	12/5/2025	12/5/2025	\$30.25	104540.610	Rec EVENTS, FAIRS, & FESTI	Copies/Poster for Winterfest
Vendor Total:								
109	STEGLICH, CHRIS	54624	12/15/2025	12/15/2025	\$448.00	104540.120	Rec PART TIME EMPLOYEES	Sound for Winterfest
RI1201254	STEGLICH, RYKER	54535	12/1/2025	12/1/2025	\$400.00	104540.120	Rec PART TIME EMPLOYEES	Website / Social media
120125	STEWART, MICHELE	54565	12/1/2025	12/1/2025	\$160.00	104540.120	Rec PART TIME EMPLOYEES	Park Cleaning
120825	STEWART, MICHELE	54565	12/8/2025	12/8/2025	\$300.00	104540.120	Rec PART TIME EMPLOYEES	Winterfest Cleaning
Vendor Total:								
229380	SUMMIT PRINTING	54536	11/26/2025	11/26/2025	\$379.82	201.30	104140.240	Admin OFFICE EXPENSE, SUP
					113.95	516660.240	Admin OFFICE EXPENSE, SUP	Chaco Ridge
					18.99	536310.240	Irrigation OFFICE EXPENSE, S	2025 Lead Service Line Replace
					45.58	556350.240	Drainage OFFICE EXPENSE, S	
ARIV1008719	SUNRISE ENGINEERING INC	54596	12/8/2025	12/8/2025	\$3,150.00	936.00	103691	Miscellaneous Services
					84.00	103691	Subdivision set up fee	
					2,100.00	516340.440	Subdivision set up fee	
							O&M NEW SERVICES	
ARIV1008721	SUNRISE ENGINEERING INC	54625	12/8/2025	12/8/2025	\$742.50	742.50	104240.120	Inspect PART TIME EMPLOYEE
ARIV1008725	SUNRISE ENGINEERING INC	54625	12/8/2025	12/8/2025	\$4,245.00	4,245.00	Construction in progress	City Planner Services
Vendor Total:								
INV3185	TAGG N GO EXPRESS CAR WASH	54537	12/3/2025	12/3/2025	\$1,800.00	1,800.00	104210.250	Police EQUIPMENT OPERATIN
WF25	Taylor, Daniel J.	54597	12/12/2025	12/12/2025	\$300.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Annual fleet car washes
WF25	Taylor, Mallory	54598	12/12/2025	12/12/2025	\$300.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Stage, Gym, hall, front exterior o
435-1225	TDS BAJA Broadband	54637	12/19/2025	12/19/2025	\$35.89	104140.280	Admin UTILITIES	Stage, Gym, hall, front exterior o
PPP-1225	TDS BAJA Broadband	54637	12/22/2025	12/22/2025	\$109.95	109.95	104510.280	Admin UTILITIES
RWP-1225	TDS BAJA Broadband	54637	12/22/2025	12/22/2025	\$109.95	109.95	104510.280	Parks UTILITIES
Vendor Total:								
								435 N Main
								Power Plant Park
								Riverwood Park

La Verkin City
Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
VP-1225	TDS BAJA Broadband	54637	12/19/2025	12/19/2025	\$109.95	104510.280	Parks UTILITIES	Vintage park
ZVP-1225	TDS BAJA Broadband	54637	12/19/2025	12/19/2025	\$109.95	104510.280	Parks UTILITIES	Zion View Park
	Vendor Total:				\$455.69			
10529	Tech Legion	54539	12/1/2025	12/1/2025	\$1,899.05	569.72	104140.315	Admin COMPUTER EQUIPMENT
					569.72	104210.315	Police COMPUTER EQUIPMENT	
					455.77	516650.315	Admin SOFTWARE OR INFOR	
					151.92	536310.315	Irrigation COMPUTER EQUIPMENT	
					151.92	556350.315	Drainage SOFTWARE & COMP	
122025	The Sharing Place	54566	12/6/2025	12/6/2025	\$300.00	300.00	104540.610	Rec EVENTS, FAIRS, & FESTI
					300.00	104540.610	Committee Choice Winner Char	
1225	U.S. POSTAL SERVICE	54502	12/2/2025	12/2/2025	\$767.52	406.79	104140.240	Admin OFFICE EXPENSE, SUP
					230.26	516650.240	Admin OFFICE EXPENSE, SUP	
					38.37	536310.240	Irrigation OFFICE EXPENSE, S	
					92.10	556350.240	Drainage OFFICE EXPENSE, S	
16235682	UTAH LOCAL GOVERNMENT TRUST	121125	12/2/2025	12/2/2025	\$2,442.56	2,442.56	101564	Workers Comp Clearing
16235683	UTAH LOCAL GOVERNMENT TRUST	121125	12/2/2025	12/2/2025	\$28,674.83	28,674.83	101564	Workers Comp Clearing
	Vendor Total:				\$31,117.39			
112025	UTAH RETIREMENT SYSTEMS	54540	11/26/2025	11/26/2025	\$223.18	223.18	102223	Retirement Payable
					223.18	102223	Retirement Payable	contribution
PR112825-501	UTAH RETIREMENT SYSTEMS	120326	12/3/2025	12/3/2025	\$14,062.05	888.84	102223	Retirement Payable
					11,369.16	102223	Retirement Payable	401k
					928.90	102223	Retirement Payable	Retirement
					614.00	102223	Retirement Payable	457
					261.15	102223	Retirement Payable	Roth IRA
PR121225-501	UTAH RETIREMENT SYSTEMS	121826	12/17/2025	12/17/2025	\$15,108.57	927.97	102223	Retirement Payable
					12,376.55	102223	Retirement Payable	457
					928.90	102223	Retirement Payable	Roth IRA
					614.00	102223	Retirement Payable	457 Loan
					261.15	102223	Retirement Payable	
PR122625-501	UTAH RETIREMENT SYSTEMS	12302025	12/30/2025	12/30/2025	\$14,075.99	889.81	102223	Retirement Payable
					11,382.13	102223	Retirement Payable	401k
					928.90	102223	Retirement Payable	Retirement
					614.00	102223	Retirement Payable	457
					261.15	102223	Retirement Payable	Roth IRA
	Vendor Total:				\$43,469.79			457 Loan
PR112825-449	Utah State Tax Commission	12/3/2025	12/3/2025	12/3/2025	\$2,707.39	2,707.39	102222	State Withholding
PR113025-449	Utah State Tax Commission	12/3/2025	12/3/2025	12/3/2025	\$50.00	50.00	102222	State Withholding
PR121225-449	Utah State Tax Commission	12/7/2025	12/7/2025	12/7/2025	\$3,036.37	3,036.37	102222	State Withholding

**La Verkin City
Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices**

12/30/2025

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
PR122625-449	Utah State Tax Commission		12/30/2025	12/30/2025	\$2,692.66	102222	State Withholding	State Income Tax
	Vendor Total:				\$8,498.42			
AK27	VALENTI, JOHN V	54567	12/2/2025	12/2/2025	\$60.00	104114.230	Council TRAVEL & TRAINING	ULCT training reimbursement
6130935983	VERIZON WIRELESS	54626	12/13/2025	12/13/2025	\$768.95	124.77	104140.290	Admin TELEPHONE/COMMUNI
					412.06	104210.290	Police TELEPHONE	
					100.52	104253.250	Animal EQUIPMENT OPERATI	
					71.60	516660.290	Admin TELEPHONE & COMM	
					30.00	536310.290	Irrigation TELEPHONE & COM	
					30.00	556350.250	Drainage EQUIPMENT OPERA	
1225	Wallis, Cassidy	54638	12/24/2025	12/24/2025	\$550.00	3.00	104160.250	Bldg EQUIPMENT OPERATING
					450.00	104160.270	Bldg B&G OPERATION AND M	
					6.00	104240.250	Inspect EQUIPMENT OPERATI	
					17.00	104410.250	Streets EQUIPMENT OPERATI	
					7.00	104510.250	Parks EQUIPMENT OPERATI	
					48.00	516340.250	O&M EQUIPMENT OPERATI	
					9.00	536310.250	Irrigation EQUIPMENT OPERA	
					10.00	556350.250	Drainage EQUIPMENT OPERA	
195315	WASHINGTON CO SOLID WASTE	54627	11/30/2025	11/30/2025	\$29,210.03	546260.410	Garbage PAYMENT TO WASH	November
Elections	WASHINGTON COUNTY TREASURER	54570	12/1/2025	12/1/2025	\$6,839.25	6,839.25	Admin ELECTIONS	General and Primary elections 2
Elections2	WASHINGTON COUNTY TREASURER	54601	12/15/2025	12/15/2025	\$4,040.35	4,040.35	Admin ELECTIONS	2025 Elections
	Vendor Total:				\$10,929.60			
54609	WCWCD	54569	11/30/2025	11/30/2025	\$3,227.16	516660.410	Admin PRODUCT OR SERVIC	Water development surcharge f
54610	WCWCD	54569	11/30/2025	11/30/2025	\$682.10	516660.260	Admin WCWCD Excess surchar	Excess Conservation Surcharge
54638	WCWCD	54569	11/30/2025	11/30/2025	\$6,743.70	516660.440	Admin CONNECTION COSTS	Residential connections
86	WCWCD	54569	12/2/2025	12/2/2025	(\$549.10)	-549.10	Admin WCWCD Excess surchar	Excess Water Surcharge
	Vendor Total:				\$10,146.36			
RI1201255	Weeks, James	ACH.1203250853.7220	12/1/2025	12/1/2025	\$1,500.00	1,500.00	104140.311	Admin ATTORNEY
93312G	Willard, Jeannie	54602	12/1/2025	12/1/2025	\$72.61	72.61	104540.610	Rec EVENTS, FAIRS, & FESTI
INV-XPR029812	Xpress Bill Pay	121126	11/30/2025	11/30/2025	\$1,110.83	1,110.83	104140.460	Admin CONTRACT SERVICES
25-3990	YUCCA PORTABLES	54628	12/23/2025	12/23/2025	\$1,330.00	1,330.00	104540.610	Rec EVENTS, FAIRS, & FESTI
PO# 6244	ZIONS FIRST NATIONAL BANK CC		12/1/2025	12/1/2025	\$258.18	258.18	104540.610	Porta Potties
001713	ZIONS FIRST NATIONAL BANK CC		12/4/2025	12/4/2025	\$37.06	37.06	104140.230	Winterfest Lights and supplies
004292	ZIONS FIRST NATIONAL BANK CC							Luinch with SUU MPA Program
PO# 6217								

La Verkin City

Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices

12/30/2025

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
008343	ZIONS FIRST NATIONAL BANK CC		12/8/2025	12/8/2025	\$12.75	104210.240	Police OFFICE EXPENSE, SUP	Post Office charg
008584	ZIONS FIRST NATIONAL BANK CC		12/8/2025	12/8/2025	(\$247.65)		Bldg EQUIPMENT OPERATING	Return Battery Autozone
					-7.42	104160.250	Inspect EQUIPMENT OPERATI	
					-14.86	104240.250	Streets EQUIPMENT OPERATI	
					-42.10	104410.250	Parks EQUIPMENT OPERATI	
					-17.34	104510.250	O&M EQUIPMENT OPERATIN	
					-18.87	516340.250	Irrigation EQUIPMENT OPERA	
					-22.29	536310.250	Drainage EQUIPMENT OPERA	
					-24.77	5563350.250		
015103	ZIONS FIRST NATIONAL BANK CC		12/15/2025	12/15/2025	\$291.00	104210.610	Police MISC SUPPLIES	
016882	ZIONS FIRST NATIONAL BANK CC		12/16/2025	12/16/2025	\$180.41	5.41	Bldg EQUIPMENT OPERATING	
					10.82	104240.250	Inspect EQUIPMENT OPERATI	
					30.67	104410.250	Streets EQUIPMENT OPERATI	
					12.63	104510.250	Parks EQUIPMENT OPERATIN	
					86.60	516340.250	O&M EQUIPMENT OPERATIN	
					16.24	536310.250	Irrigation EQUIPMENT OPERA	
					18.04	5563350.250	Drainage EQUIPMENT OPERA	
017615	ZIONS FIRST NATIONAL BANK CC		12/17/2025	12/17/2025	\$7.85	104210.250	Police EQUIPMENT OPERATIN	Post Office
017616	ZIONS FIRST NATIONAL BANK CC		12/17/2025	12/17/2025	\$52.40	536310.240	Irrigation OFFICE EXPENSE, S	Delinquent Irrigation certified lett
026240	ZIONS FIRST NATIONAL BANK CC		11/26/2025	11/26/2025	\$19.34	104540.610	Rec EVENTS, FAIRS, & FESTI	Blizard Bingo
PO# 6206					19.34			
11127141	ZIONS FIRST NATIONAL BANK CC		12/1/2025	12/1/2025	\$21.00	104210.250	Police EQUIPMENT OPERATIN	Department of Consumer Protec
112625	ZIONS FIRST NATIONAL BANK CC		11/26/2025	11/26/2025	\$23.68	104140.240	Admin OFFICE EXPENSE, SUP	Wondershare and Foreign Tran
112725	ZIONS FIRST NATIONAL BANK CC		11/27/2025	11/27/2025	\$20.30	104140.240	Admin OFFICE EXPENSE, SUP	Wondershare and Foreign Tran
1212	ZIONS FIRST NATIONAL BANK CC		12/12/2025	12/12/2025	\$10.25		Bldg EQUIPMENT OPERATING	Wash Kalg's truck
					0.30	104160.250	Inspect EQUIPMENT OPERATI	
					0.62	104240.250	Streets EQUIPMENT OPERATI	
					1.74	104410.250	Parks EQUIPMENT OPERATIN	
					0.72	104510.250	O&M EQUIPMENT OPERATIN	
					4.92	516340.250	Irrigation EQUIPMENT OPERA	
					0.92	536310.250	Drainage EQUIPMENT OPERA	
					1.03	5563350.250		
123025	ZIONS FIRST NATIONAL BANK CC		12/29/2025	12/29/2025	\$200.00	104140.230	Admin TRAVEL & TRAINING	Ticket to What's Up Down South
PO# 6249					200.00			
18144	ZIONS FIRST NATIONAL BANK CC		12/16/2025	12/16/2025	\$56.88	104111.250	Council EQUIPMENT OPERATI	Name plates
21477593	ZIONS FIRST NATIONAL BANK CC		12/21/2025	12/21/2025	\$15.00	104540.610	Rec EVENTS, FAIRS, & FESTI	Coral Cliffs Cinema Gingerbread
21636938	ZIONS FIRST NATIONAL BANK CC		12/4/2025	12/4/2025	\$344.75	344.75	Rec EQUIPMENT OPERATING	Service side-by-side
PO# 6221					104540.250			
2178663	ZIONS FIRST NATIONAL BANK CC		12/5/2025	12/5/2025	\$99.05	2.98	Bldg EQUIPMENT OPERATING	Makita batteries

La Verkin City
Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices

12/30/2025

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
2478	ZIONS FIRST NATIONAL BANK CC		12/2/2025	12/2/2025	\$411.24	104240 250	Inspect EQUIPMENT OPERATI	
					411.24	104240 250	Streets EQUIPMENT OPERATI	
					6.93	104510 250	Parks EQUIPMENT OPERATI	
					41.54	516340 250	O&M EQUIPMENT OPERATI	
					8.91	536310 250	Irrigation EQUIPMENT OPERA	
					9.91	556350 250	Drainage EQUIPMENT OPERA	
4173826	ZIONS FIRST NATIONAL BANK CC		12/10/2025	12/10/2025	\$137.30	104160 250	Comm COMMUNITY DEVELOP	Staff Christmas party
6129	ZIONS FIRST NATIONAL BANK CC		12/11/2025	12/11/2025	\$189.40	104540 610	Bldg EQUIPMENT OPERATING	
7081019 PO# 6241	ZIONS FIRST NATIONAL BANK CC		12/16/2025	12/16/2025	\$715.84	104160 250	Rec EVENTS, FAIRS, & FESTI	Food for Volunteers
					21.48	104160 250	Bldg EQUIPMENT OPERATING	
					42.95	104240 250	Inspect EQUIPMENT OPERATI	
					121.69	104410 250	Streets EQUIPMENT OPERATI	
					50.11	104510 250	Parks EQUIPMENT OPERATI	
					343.60	516340 250	O&M EQUIPMENT OPERATI	
					64.43	536310 250	Irrigation EQUIPMENT OPERA	
					71.58	556350 250	Drainage EQUIPMENT OPERA	
732955	ZIONS FIRST NATIONAL BANK CC		12/4/2025	12/4/2025	\$10.00	104540 610	Rec EVENTS, FAIRS, & FESTI	Movie Ticket for Gingerbread aw
9301859 PO# 6216	ZIONS FIRST NATIONAL BANK CC		12/4/2025	12/4/2025	\$94.78	104140 315	Admin COMPUTER EQUIPME	Micro SD Card
9537829	ZIONS FIRST NATIONAL BANK CC		11/28/2025	11/28/2025	\$6.39	104140 240	Admin OFFICE EXPENSE, SUP	Mouse
VP_1809L94P	ZIONS FIRST NATIONAL BANK CC		12/8/2025	12/8/2025	\$56.55	104210 250	Police EQUIPMENT OPERATIN	Shane and Alex business cards
	Vendor Total:				\$3,023.75			
PR112825-234	ZIONS FIRST NATIONAL BANK.	120325	12/3/2025	12/3/2025	\$16,628.13	8,104.40	102221	FICA & FWWT Withholding
						1,895.38	102221	FICA & FWWT Withholding
						6,628.35	102221	FICA & FWWT Withholding
PR113025-234	ZIONS FIRST NATIONAL BANK.	120325	12/3/2025	12/3/2025	\$628.80	465.00	102221	FICA & FWWT Withholding
						108.80	102221	FICA & FWWT Withholding
						55.00	102221	FICA & FWWT Withholding
PR121225-234	ZIONS FIRST NATIONAL BANK.	121825	12/17/2025	12/17/2025	\$19,149.88	9,060.72	102221	FICA & FWWT Withholding
						2,119.08	102221	FICA & FWWT Withholding
						7,970.09	102221	FICA & FWWT Withholding
PR122625-234	ZIONS FIRST NATIONAL BANK.		12/30/2025	12/30/2025	\$16,458.18	8,034.82	102221	FICA & FWWT Withholding
						1,879.16	102221	FICA & FWWT Withholding
						6,544.20	102221	FICA & FWWT Withholding
	Vendor Total:				\$52,865.00			
	Total:				\$436,757.36			
								GL Account Summary
								PEHP/AFLAC Insurance Clearin
								PEHP Life Insurance Clearing
								Workers Comp Clearing

GL Account Summary
PEHP/AFLAC Insurance Clearin
PEHP Life Insurance Clearing
Workers Comp Clearing

27,041.68
990.20
31,117.39

101562
101563
101564

La Verkin City
Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices

12/30/2025

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
							FICA & FW/T Withholding	
					52,865.00	102221	State Withholding	
					8,486.42	102222	Retirement Payable	
					43,469.79	102223	Health Savings Account	
					5,902.04	102224	Misc Payable	
					300.84	102225	Subdivision set up fee	
					1,050.00	103691	Council TRAVEL & TRAINING	
					60.00	104111.280	Council EQUIPMENT OPERATI	
					393.28	104111.250	Police JUSTICE COURT	
					495.00	104121.240	Admin EMPLOYEE BENEFITS	
					7.75	104140.130	Admin TRAVEL & TRAINING	
					237.06	104140.230	Admin OFFICE EXPENSE, SUP	
					1,361.85	104140.240	Admin EQUIPMENT OPERATI	
					500.00	104140.250	Admin UTILITIES	
					2,008.32	104140.280	Admin TELEPHONE/COMMUNI	
					559.88	104140.290	Admin ATTORNEY	
					13,002.50	104140.311	Admin COMPUTER EQUIPME	
					1,714.50	104140.315	Admin CONTRACT SERVICES	
					1,170.83	104140.460	Admin MISCELLANEOUS SER	
					350.00	104140.610	Bldg EQUIPMENT OPERATING	
					264.82	104160.250	Bldg B&G OPERATION AND M	
					1,356.00	104160.270	Admin ELECTIONS	
					10,929.60	104170.610	Police EQUIPMENT OPERATI	
					5.50	104210.130	Police OFFICE EXPENSE, SUP	
					258.12	104210.240	Police EQUIPMENT OPERATI	
					3,211.79	104210.250	Police UTILITIES	
					470.64	104210.280	Police TELEPHONE	
					412.06	104210.290	Police VEHICLE MAINTANCE	
					1,119.72	104210.315	Police MISCELLANEOUS	
					79.11	104210.450	Inspect PART TIME EMPLOYEE	
					291.00	104210.610	Inspect EQUIPMENT OPERATI	
					742.50	104240.120	Animal B&G OPERATIONS AN	
					171.09	104240.250	Animal B&G OPERATIONS AN	
					112.06	104253.250	Animal UTILITIES	
					61.28	104253.270	Animal MIS SUPPLIES	
					231.32	104253.280	Streets EQUIPMENT OPERATI	
					144.00	104253.610	Streets UTILITIES	
					484.74	104410.250	Parks EQUIPMENT OPERATI	
					2,723.81	104410.280	Parks UTILITIES	
					1,129.61	104510.250	Parks RAP Tax	
					854.27	104510.280	Rec PART TIME EMPLOYEES	
					29,900.00	104510.480	Rec EQUIPMENT OPERATING	
					6,708.00	104540.120	Rec B&G OPERATION AND MA	
					344.75	104540.250	Rec EVENTS, FAIRS, & FESTI	
					19.20	104540.270	Comm COMMUNITY DEVELOP	
					16,055.06	104540.610	Total	
					38,319.50	104620.610		
					309,483.88			
							Accounts Receivable	
							Construction in progress	
							Turn on Fee/Renter Deposit	
							O&M EQUIPMENT OPERATI	
							O&M PRODUCT OR SERVICE	
							O&M NEW SERVICES	
							O&M SYSTEMS MAINTENANC	
							Admin EMPLOYEE BENEFITS	
							Admin OFFICE EXPENSE, SUP	

La Verkin City

Invoice Register: 11/26/2025 to 12/30/2025 - All Invoices

12/30/2025

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
					133.00	516660.260	Admin WCWCD	Excess surchar
					607.37	516660.280	Admin UTILITIES	Admin TELEPHONE & COMMU
					71.60	516660.290	Admin SOFTWARE OR INFOR	Admin PRODUCT OR SERVICE
					1,005.77	516660.315	Admin CONNECTION COSTS	Admin CONTRACTED SERVIC
					3,270.16	516660.410		
					6,743.70	516660.440		
					125.00	516660.460		
					23,398.92			
					72,650.75	526260.520	Sewer PAYMENT TO ASH CRE	
					174.11	5363310.240	Irrigation OFFICE EXPENSE, S	
					277.78	5363310.250	Irrigation EQUIPMENT OPERA	
					30.00	5363310.290	Irrigation TELEPHONE & COM	
					426.92	5363310.315	Irrigation COMPUTER EQUIPM	
					908.81			
					29,210.03	546260.410	Garbage PAYMENT TO WASH	
					292.13	5563350.240	Drainage OFFICE EXPENSE, S	
					341.12	5563350.250	Drainage EQUIPMENT OPERA	
					426.92	5563350.315	Drainage SOFTWARE & COMP	
					44.80	5563350.440	Drainage NEW SERVICES	
					1,104.97			
							\$436,757.36	GL Account Summary Total



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

WORK RELEASE NO. 2026-1

LAVERKIN CITY SECONDARY WATER IMPROVEMENTS

LAVERKIN CITY
435 N. MAIN
LAVERKIN, UT 84745

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2026-1 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

CLIENT: LAVERKIN CITY

ENGINEER: Sunrise Engineering, LLC

By: _____

By: _____ 

Date: _____

Date: 12-16-25

Name: _____

Name: Gregory D. Potter, P.E.

Title: _____

Title: President and CEO

WORK RELEASE NO. 2026-1

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

RECITAL

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

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

ARTICLES

It is agreed that ENGINEER will perform the following Services:

1. BACKGROUND INFORMATION

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

1. Relevant Project Name: LaVerkin City Secondary Water Improvements
2. Type of Facility: Secondary Water (Irrigation) System
3. Size of Facility: Proposed irrigation pipelines include PVC C900 pipe of the following approximate lengths and sizes: approximately 9,200 lineal feet of 4-inch diameter pipe, 21,100 lineal feet of 6-inch diameter pipe, 2,500 lineal feet of 8-inch diameter pipe, 4,000 lineal feet of 10-inch diameter pipe, 2,200 lineal feet of 12-inch diameter pipe, and 3,900 lineal feet of 15-inch diameter pipe.
4. Facility Location: LaVerkin City, Washington County, Utah
5. Summary of Improvements: The project includes the design and installation of new irrigation lines in multiple streets throughout LaVerkin City to replace existing irrigation lines that are aged or are located in the back lots of private properties. The goal is to relocate irrigation mains currently within residents' properties in LaVerkin to city-owned streets and install new service lines running to residents' properties. The proposed irrigation mains in the streets will consist of 4-inch and 6-inch diameter lines. The new distribution lines will include new service connections located at the front of each lot. In addition to moving the distribution to within the City right-of-way, this project will also include the following proposed irrigation mainline improvements: an irrigation mainline will be installed along 100 East between 500 North and 480 South consisting of 15-inch, 12-inch, and 8-inch pipe; a 10-inch irrigation mainline will be installed along 500 North on the west side of State Street and along 300 West between 500 North and 300 North, and an 8-inch irrigation mainline will be installed along part of 360 West. These mainline improvements are being installed to assist with maintaining the existing

level of pressures in the irrigation system after the construction of the new LaVerkin Pond and Pipeline project. (see attached Preliminary Project Exhibit)

6. Preliminary Construction Estimate: See attached Preliminary Opinions of Cost from LaVerkin City Secondary Water Feasibility Study (see attached Preliminary Opinion of Cost)
7. Funding Sources: Funding is anticipated to be provided by Washington County Water Conservancy District (WCWCD) through interlocal agreement with CLIENT.
8. Relevant Studies, Reports, Plans: LaVerkin Secondary Water Feasibility Study 2025
9. Design CAD Standards: Engineer's CAD standards
10. Design Code Standards: LaVerkin City Design and Construction Standards & Details
11. Bidding & Contract Documents: EJCDC C-Series
12. Construction General Conditions: EJCDC C-700
13. Project Specifications: CLIENT's Design and Construction Standards, Engineer's Special Provisions
14. Anticipated Drawing Contents: General Sheets, Plan & Profile Sheets, Utility Sheets, and Detail Sheets
15. Expected Construction Start: Fall 2026
16. Number of Prime Construction Contracts: One
17. Expected Construction Duration: 450 Calendar Days
18. Project Assumptions: It is assumed that improvements will be installed in the existing city right-of-way (ROW) or existing easements and that no additional ROW or easements will be required. It is assumed that irrigation services on this project will be installed to the property line and that private property owners will be responsible for connecting their individual systems. It is anticipated that ENGINEER will perform Bidding/Proposal and Construction Phase administrative services in a primary role for this project. It is assumed that ENGINEER will provide the services of a construction observer. It is assumed that the construction observer will provide part-time representation at the site at approximately 20 hours per week for the Expected Construction Duration. Funding and payments for this project will be provided and made by WCWCD according to the terms outlined in the Memorandum of Understanding signed by CLIENT and WCWCD.
19. Known Project Limitations: Project will include coordination with property owners on location of desired irrigation connection; this coordination could result in delays in design or construction if property owners are non-responsive. This project will provide new front lot connection points but will not tie into private property owners' individual irrigation systems.
20. Other Pertinent Information: Project will include coordination with CLIENT and WCWCD.

2. SCOPE OF SERVICES

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

1. Management of Engineering Services

- a) All phases of ENGINEER's services will include management of ENGINEER's project-specific responsibilities, including but not limited to the following management tasks:
 - i) Develop and submit an engineering services schedule.
 - ii) Coordinate services within ENGINEER's internal team, including subconsultants, if any.
 - iii) Prepare for and participate in meetings with consultants and contractors working on other parts of the project that may affect or be affected by ENGINEER's services or resulting construction.
 - iv) Prepare and submit regular engineering services progress reports to CLIENT.
 - v) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to ENGINEER's services.
 - vi) With respect to ENGINEER's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with CLIENT; and
 - vii) Prepare agendas prior to and minutes following meetings conducted by ENGINEER.
- b) Engineer will perform services as an experienced and qualified design professional. The standard of care for all professional engineering and related services performed or furnished by Engineer under this

proposal will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

c) Engineer may retain subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable and timely objections by District.

2. **Preliminary Design Phase**

a) Upon authorization by CLIENT, ENGINEER will:

- i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from CLIENT.
 - (1) Based on review and assessment of available information and data, advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to ENGINEER additional information.
- ii) Visit the site as needed to perform the Preliminary Design Phase.
- iii) Relative to design survey and mapping:
 - (1) When surveys, topographic mapping, utility documentation, etc. are to be provided by CLIENT, coordinate with CLIENT's utility engineer, utility consultant, or land surveyor for the necessary surveys, mapping, and documentation required for ENGINEER's design purposes.
 - (2) When surveys, topographic mapping, utility documentation, etc. are to be provided by ENGINEER, perform such services as a supplemental Preliminary Design Phase task as described in this Scope of Services.
- iv) Relative to above-ground utilities:
 - (1) Review above-ground utilities information obtained from others and from observations at the site.
 - (2) Make recommendations to CLIENT regarding any further identification, investigation, or mapping of above-ground utilities at or adjacent to the site and necessary for ENGINEER's design purposes.
- v) Relative to underground facilities:
 - (1) Review underground facilities data furnished by CLIENT or others and advise CLIENT on the need to further identify, investigate, or map underground facilities at or adjacent to the site.
 - (a) In CLIENT's behalf, and with CLIENT's assistance, reach out to underground facility owners which evidently have underground facilities at or adjacent to the site for information on the vertical and horizontal alignments and quality of such underground facilities.
 - (b) CLIENT acknowledges and accepts that the information received from underground facility owners may be incorrect, incomplete, outdated, or otherwise flawed, and that ENGINEER, bidders, and the contractor bear and accept no risks associated with or resulting from such flawed information.
 - (2) Support CLIENT's efforts to expose, investigate, or pothole underground facilities.
- vi) Relative to mitigation of utilities conflicts:
 - (1) Identify potential conflicts between the project and above-ground utilities and underground facilities and identify the potential need for the relocation of existing above-ground utilities and underground facilities.
 - (2) Advise CLIENT regarding the need for resolution of such conflicts with utility and underground facilities owners and permit agencies, and support CLIENT in CLIENT's efforts to resolve such conflicts.
- vii) Prepare a permit summary document that identifies CLIENT's permit duties, ENGINEER's permit duties, and the contractor's permit duties, and the schedule for permitting activities.
- viii) Relative to preparing bidding/proposal documents and front-end construction contract documents:
 - (1) Review CLIENT's instructions regarding its policies for procurement of construction services, instructions regarding advertisements for bids, instructions to bidders, requests for proposals, etc.
 - (2) Review CLIENT's construction contract practices and requirements, insurance and bonding requirements, and other information necessary to prepare CLIENT's bidding/proposal documents and front-end construction contract documents.

- (3) Obtain copies of CLIENT's standard bidding/proposal documents and front-end construction contract documents, and any other related documents or content for ENGINEER to include in drafts of the project-specific bidding/proposal documents and front-end construction contract documents.
- (4) Consider the effects of the bidding/proposal documents and front-end construction contract documents on the project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
- ix) Perform or provide the following supplemental Preliminary Design Phase tasks or deliverables:
 - (1) Design Survey and Mapping
 - (a) Control Network
 - (i) Engineer will establish and set up to eight (8) semi-permanent control points which will be published with coordinates in the Utah South, State Plane Coordinate System.
 - (ii) Control points will be 5/8 rebar with durable red cap stamped "survey control".
 - (b) Design Survey
 - (i) Locate planimetric and topographic features including sidewalk, TBC, hardscape, edge of road, and other features along anticipated pipe alignments.
 - (ii) Locate visible or marked water meters and secondary water meters or valves.
 - (iii) Locate visible utilities along proposed water lines, including power poles, fire hydrant, culverts, manholes, and other utility markers.
 - (c) UAV Drone Mapping
 - (i) Provide LiDAR services for topographic survey for approximately 900 acres.
 - (ii) Provide high resolution imagery to be used in drawings.
 - (d) Right-of-Way Mapping
 - (i) Research existing subdivision plats and parcels along proposed alignments.
 - (ii) Reference UGRC GIS parcel information and UDOT plans.
 - (iii) Provide right-of-way line in CAD format to be used in drawings.
 - (e) House Sheets
 - (i) Engineer will work with LaVerkin City to provide individual documents for each affected parcel that will have an irrigation connection moved from the back of the lot to the front. It is assumed that there will be approximately 500 house sheets created
 - (1) House sheets will include parcel ID, ownership info and an aerial view of the property with existing culinary water meter identified.
 - (a) House sheet will provide instructions for property owner to identify desired location of irrigation connection along property line. Instructions shall include a deadline and guidance that if feedback is not provided prior to the deadline the new irrigation connection will be located next to the culinary water connection per the City's design standards.
 - (2) House sheets will be used to allow property owners to identify ideal location for new irrigation connections.
 - x) Prepare a Preliminary Design Phase report summarizing, as appropriate, the Preliminary Design Phase deliverables identified heretofore and ENGINEER's findings and recommendations for advancing the project to the Final Design Phase.
 - (1) The Preliminary Design Phase report will be in the format of a summary memorandum with attachments, or otherwise organized and assembled for ease and practicality of use.
 - (2) The Preliminary Design Phase report will consider the following matters to the extent applicable to the project:
 - (a) The project concept, intent, performance criteria, desired outcomes, CLIENT's design and construction standards, and CLIENT-directed improvements and facility elements.

- (b) Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; constituents of concern or hazardous materials; cultural, historical, and archaeological resources at the site; wetlands information; and evaluations of flora and fauna that may be affected by the project.
- (c) The time schedule for completion of the project and estimated schedule(s) for construction.
- (d) Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
- (e) The impact of project strategies, technologies, and techniques, sustainable features, and enhanced resiliency selected by CLIENT for inclusion in the project.
- (f) The impact of schedules and probable construction cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when necessary and authorized by CLIENT.
- (g) Construction phase quality assurance and quality control needs affecting development of drawings and specifications and other final design and bidding phase documents.
- (h) The effect of permits and authorizations by other entities and utility coordination needs.

- xi) Prepare preliminary drawings representing roughly 30% design achievement.
- xii) Prepare a preliminary opinion of probable construction cost for the project based on the information contained in the Preliminary Design Phase documents and based on information provided by CLIENT, assist CLIENT in tabulating the various cost categories which comprise the total project costs.
- xiii) Furnish the Preliminary Design Phase report, preliminary drawings, preliminary opinion of probable construction cost, and any other Preliminary Design Phase deliverables to CLIENT, review the deliverables with CLIENT, and receive CLIENT's comments.
- xiv) Revise the Preliminary Design Phase report, preliminary opinion of probable construction cost, preliminary drawings, and any other deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables to CLIENT.

- b) ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final Preliminary Design Phase deliverables, as revised.

3. **Final Design Phase**

- a) After acceptance by CLIENT of the Preliminary Design Phase deliverables, issuance by CLIENT of any instructions for changes to the scope, extent, character, or design requirements of the project, and any changes to the Background Information, ENGINEER and CLIENT will discuss, resolve, and document any necessary revisions to ENGINEER's Scope of Services, compensation, and the time for completion of ENGINEER's services resulting from such instructions or changes.
- b) Upon authorization from CLIENT, ENGINEER will prepare final drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor, in accordance with the Preliminary Design Phase deliverables.
- c) As part of the preparation of the drawings and specifications, ENGINEER will prepare interim drafts for CLIENT's review and final drawings and specifications as follows:
 - i) First Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, representing approximately 60% design achievement.
 - ii) Second Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, addressing CLIENT's comments and including appropriate design advancement, representing approximately 90% design achievement.
 - iii) Final drawings and specifications (representing 100% design achievement) that address CLIENT's comments, deliver the design, are suitable for estimating and pricing by prospective contractors, and are ready for construction. Also, deliver a final opinion of probable construction cost.
- d) Prepare bidding/proposal documents, draft front-end construction contract documents, and other related documents or content.

- i) ENGINEER will furnish to CLIENT draft bidding/proposal documents and front-end construction contract documents. Following its review, CLIENT will transmit to ENGINEER one coordinated set of comments and revisions to the draft documents.
- ii) Following receipt of CLIENT's comments and revisions, ENGINEER will prepare final bidding/proposal and front-end construction contract documents for CLIENT's use in issuing the project for public bid.
- e) In preparing the specifications and bidding/proposal and front-end construction contract documents or other documents that are part of ENGINEER's Scope of Services, ENGINEER will obtain from CLIENT any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and similar considerations, and comply with or account for such constraints in drafting said documents.
- f) Perform or furnish the following other Final Design Phase services:
 - i) Visit the site as needed to assist in preparing the final drawings and specifications.
 - ii) Identify and indicate in the construction contract documents the permits and approvals for which contractor will be responsible; in addition, indicate those permits initially obtained by CLIENT for which contractor will be a co-permittee, together with associated requirements.
 - iii) Advise CLIENT of recommended adjustments to the opinion of probable construction cost.
 - iv) Assist CLIENT in assembling known reports and drawings of site conditions and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - v) Review the preliminary schedule for the construction phase and advise CLIENT when initial understanding of the construction contract times should be revised.
- g) Furnish for review by CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, the final opinion of probable construction cost, and any other Final Design Phase deliverables, and review the deliverables with CLIENT.
- h) Revise the Final Design Phase deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables.
 - i) ENGINEER's services under the Final Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, final opinion of probable construction cost, and any other Final Design Phase deliverables, as revised.

4. Permitting Phase

- a) Concurrent with and following ENGINEER's provision of the Final Design Phase deliverables, ENGINEER will prepare and submit on CLIENT's behalf applications for permits from and approvals of authorities having jurisdiction over the construction or operation of the project, including the following tasks:
 - i) Update the permit summary document created in the Preliminary Design Phase to include Final Design detail.
 - ii) Prepare technical criteria, written descriptions, and design data for the permitting applications, where required.
 - iii) Prepare and file the following permit applications, with required supporting documentation, for permits from or approvals of authorities having jurisdiction:
 - (1) LaVerkin City Joint Utility Committee (JUC)
 - iv) Relative to permit applications filed, receive comments from authorities having jurisdiction and evaluate such authorities' comments, requirements and requested revisions, if any.
 - (1) Confer with CLIENT regarding required revisions, if any, to the application(s) or supporting documents, and make appropriate revisions to the application(s) and supporting documents such as technical criteria, written descriptions, design data, bidding/proposal documents, front-end construction contract documents, drawings or specifications as required by authorities having jurisdiction over the construction or operation of the project.
 - (2) Communicate with authorities having jurisdiction to understand the basis for comments and required revisions and to advocate for permitting or approval of the project.

- v) File on CLIENT's behalf revised applications and supporting documents required by authorities having jurisdiction.
- b) CLIENT acknowledges that:
 - i) ENGINEER does not guarantee issuance of any required permit or approval.
 - ii) Permitting processes are inherently subjective; multiple submittal iterations may be required to achieve permitted or approved status.
- c) Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of CLIENT and will be paid directly by CLIENT or, if paid by ENGINEER, will be reimbursed by CLIENT.

5. **Bidding/Proposal Phase**

- a) Performance by ENGINEER of all or a portion of the following tasks depends on CLIENT's role and involvement in the Bidding/Proposal Phase work. This project assumes ENGINEER will primarily lead and perform the work of the Bidding/Proposal Phase, with CLIENT acting in a secondary or supporting role.
- b) After acceptance by CLIENT of the Final Design Phase deliverables and after having received the necessary permits or assurances thereof, upon authorization by CLIENT to proceed, and to the extent required by ENGINEER's primary or secondary role in the Bidding/Proposal Phase of the work, ENGINEER will:
 - i) Assist CLIENT in advertising for and obtaining bids or proposals for the work, including the following:
 - (1) Assist CLIENT in issuing assembled bidding/proposal documents and proposed construction contract documents to prospective contractors.
 - (2) If applicable, maintain a record of prospective contractors to which documents have been issued.
 - (3) Conduct pre-bid conferences, if any.
 - (4) Receive and process contractor deposits or charges, if any, for the issued documents.
 - ii) Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 - iii) Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding/proposal documents.
 - iv) Conduct the bid opening, prepare bid tabulation sheets, and assist CLIENT in evaluating bids or proposals, assembling final construction contracts for the work for execution by CLIENT and the contractor, and in preparing notices of award to be issued by CLIENT for such contracts.
 - (1) Provide information or assistance needed by CLIENT during any review of bids, proposals, or negotiations with prospective contractors.
 - (2) Consult with CLIENT as to the qualifications of prospective contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors.
 - (3) If CLIENT engages in negotiations with bidders or proposers, assist CLIENT with respect to technical and engineering issues that arise during the negotiations.
 - v) Perform or provide the following supplemental Bidding/Proposal Phase tasks or deliverables:
 - (1) Prepare conformed construction contract documents that incorporate and integrate the content of addenda and any amendments negotiated by CLIENT and the contractor.
- c) The Bidding/Proposal Phase will be considered complete upon award of construction contracts for the work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

6. **Construction Phase**

- a) After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by CLIENT of any instructions for changes in the scope, extent, character, design, schedule, number of prime construction contracts, or other construction requirements of the project during the Construction Phase, ENGINEER and CLIENT will discuss, resolve, and document any necessary revisions to ENGINEER's Scope of Services, compensation, or the time for completion resulting from such modifications or changes to the project.

- b) Performance by ENGINEER of all or a portion of the following Construction Phase services depends on CLIENT's role and involvement in the Construction Phase work and the degree to which CLIENT assigns services to be performed by ENGINEER.
 - i) **This Work Release assumes ENGINEER will perform Construction Phase services in a primary role as described hereafter**
- c) Upon successful completion of the Bidding/Proposal Phase, and upon authorization from CLIENT, ENGINEER will, if serving in a primary role, or may, if serving in a supporting role and as directed by CLIENT, provide the following services:
 - i) Designate a project engineer to serve as ENGINEER's primary representative to CLIENT and to lead ENGINEER's services as an experienced and qualified design professional.
 - ii) Consult with CLIENT and act as CLIENT's representative as provided in this Work Release and the construction contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER shall be as assigned in the construction general conditions. Except as otherwise provided in the construction contract, CLIENT's communications to the contractor will be issued through ENGINEER.
 - iii) Receive, review, and, subject to the criteria of the construction contract, determine the acceptability of schedules that contractor is required to submit to ENGINEER, and advise the contractor in writing of ENGINEER's comments or acceptance of schedules. Schedules will be acceptable to ENGINEER as to form and substance as follows:
 - (1) Progress Schedule: If it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the work, nor interfere with or relieve contractor from contractor's full responsibility therefore.
 - (2) Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required submittals.
 - (3) Schedule of Values: if it provides a reasonable allocation of the contract price to the component parts of the work.
 - iv) Assist CLIENT in the selection of independent testing laboratories, where required, to perform required testing services.
 - v) Provide CLIENT with copies of technical information and supporting data previously obtained or developed by ENGINEER for CLIENT's use, or for CLIENT to provide to contractor, in obtaining required permits and licenses delegated to the contractor by CLIENT.
 - vi) Conduct a pre-construction conference prior to commencement of work at the site; prepare and distribute an agenda for the conference and prepare and distribute minutes of such conference.
 - vii) Relative to observations of the contractor's work while it is in progress:
 - (1) Make visits to the site at intervals appropriate to the various stages of the work, as ENGINEER deems necessary, to observe as an experienced and qualified design professional, the progress of the contractor's executed work. Such visits and observations by ENGINEER, including its construction observer, if any, are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Work Release and the construction contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment, as assisted by its construction observer, if any. Based on information obtained during such visits and observations, ENGINEER will endeavor to ascertain in general if the work is proceeding in accordance with the construction contract documents.
 - viii) **Provide the services of a part-time construction observer at the site to provide more extensive observation of the contractor's work. The duties, responsibilities, and authority of the construction observer are as set forth below:**
 - (1) General duties and limitations are as follows:

- (a) The construction observer's primary role is to observe the progress and quality of the work, act as ENGINEER's representative at the site, and act as directed by and under the supervision of the project engineer.
- (b) The construction observer will provide part-time representation at the site, unless otherwise directed by the project engineer in coordination with CLIENT.
- (c) The construction observer's dealings in matters pertaining to the work in general will be with the contractor. The construction observer's dealings with subcontractors will only be through or with the knowledge and approval of the contractor. The construction observer will generally communicate with CLIENT only with the knowledge of and under the direction of the project engineer.
- (d) Subject to the scope of the construction observer's observations of the work, ENGINEER will endeavor to identify defects and deficiencies in the work. However, ENGINEER shall not, as a result of the construction observer's observations of the work, supervise, direct, inspect, or have control over the work, nor shall ENGINEER (including the construction observer) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any constructor, for security or safety at the site, for safety precautions and programs incident to the work or any constructor's work in progress, for the coordination of the constructors' work or schedules, or for any failure of any constructor to comply with laws and regulations applicable to the performing and furnishing of its work. ENGINEER (including the construction observer) neither guarantees the performance of any constructor nor assumes responsibility for any constructor's failure to furnish and perform the work, or any portion of the work, in accordance with the construction contract documents.

(2) Duties and responsibilities of the construction observer include:

- (a) Review the progress schedule, schedule of shop drawing and sample submittals, schedule of values, and other schedules prepared by the contractor and consult with the project engineer concerning acceptability of such schedules.
- (b) Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (not including the contractor's safety meetings).
- (c) Comply with site safety programs, as they apply to the construction observer, and if required to do so by such safety programs, receive safety training specifically related to construction observer's own personal safety while at the site.
- (d) Relative to providing liaison services:
 - (i) Assisting the project engineer, serve as ENGINEER's liaison with the contractor.
 - (ii) Working principally through the contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the construction contract documents.
 - (iii) Assist the project engineer in serving as CLIENT's liaison with the contractor when the contractor's operations affect CLIENT's on-site operations.
 - (iv) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the work.
- (e) Receive from the contractor submittal of any matters in question concerning the requirements of the construction contract documents (sometimes referred to as requests for information or interpretation, RFIs), or relating to the acceptability of the work under the construction contract documents. Report to the project engineer regarding such RFIs. Report to the project engineer when clarifications and interpretations of the construction contract documents are needed, whether as the result of a contractor RFI or otherwise. Transmit the project engineer's clarifications, interpretations, and decisions to the contractor.
- (f) Relative to shop drawings, samples, and other submittals:
 - (i) Receive samples that are furnished at the site by the contractor.

- (ii) Receive contractor-approved shop drawings.
- (iii) Receive other submittals from the contractor.
- (iv) Record date of receipt of samples, contractor-approved shop drawings, and other submittals.
- (v) Notify the project engineer of availability of samples for examination, and forward contractor-approved shop drawings and other submittals to the project engineer. When appropriate recommend distribution of submittal to specified subconsultants.
- (vi) Advise the project engineer and the contractor of the commencement of any portion of the work requiring a shop drawing or sample submittal, if the construction observer believes that the submittal has not been received from the contractor or has not been approved by the contractor or the project engineer.
- (g) Consider and evaluate the contractor's suggestions for modifications to the drawings or specifications, and report such suggestions, together with construction observer's recommendations, if any, to the project engineer. Transmit the project engineer's response (if any) to such suggestions to the contractor.
- (h) Relative to review of work:
 - (i) Report to the project engineer whenever the construction observer believes that any part of the work is defective under the terms and standards set forth in the construction contract documents and provide recommendations as to whether such work should be corrected, removed, and replaced, or accepted as provided in the construction contract documents.
 - (ii) Inform the project engineer of any work that construction observer believes is not defective under the terms and standards set forth in the construction contract documents but is nonetheless not compatible with the design concept of the completed project as a functioning whole and provide recommendations to the project engineer for addressing such work.
 - (iii) Advise the project engineer of that part of the work that the construction observer believes should be uncovered for observation, or requires special testing, inspection, or approval.
- (i) Relative to inspections, tests, and system start-ups:
 - (i) Consult with the project engineer in advance of scheduled inspections, tests, and systems start-ups.
 - (ii) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CLIENT's personnel, and that the contractor maintains adequate records thereof.
 - (iii) Observe, record, and report to the project engineer appropriate details relative to the test procedures and systems start-ups.
 - (iv) Observe whether the contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the work.
 - (v) Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections, and report to the project engineer.
 - (vi) Nothing in this Work Release will be construed to require construction observer to conduct inspections.
- (j) Relative to records:
 - (i) Maintain at the site orderly files for correspondence, reports of job conferences, copies of construction contract documents including change proposals, change orders, field orders, work change directives, addenda, additional drawings issued subsequent to the execution of the construction contract, RFIs, the project engineer's clarifications and interpretations of the construction contract documents, progress

reports, approved shop drawing and sample submittals, and other project-related documents.

- (ii) Prepare regular reports or keep a diary or log book recording the contractor's hours on the site, subcontractors present at the site, weather conditions, data relative to questions of change proposals, change orders, field orders, work change directives, changed conditions, site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to the project engineer.
- (iii) Maintain records for use in preparing project documentation.
- (iv) Upon completion of the work, furnish an original set of construction observer project documentation to the project engineer.

(k) Relative to Reports:

- (i) Furnish periodic reports of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
- (ii) Draft responses to or make recommendations on change proposals, change orders, work change directives, and field orders. Obtain backup material from the contractor.
- (iii) Furnish to the project engineer and CLIENT copies of inspection, test, and system start-up reports.
- (iv) Inform appropriate parties of the occurrence of any site accidents, emergencies, natural catastrophes endangering the work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition, constituent of concern, or hazardous material.

(l) Review applications for payment with the contractor for compliance with the established procedure for their submission and forward with recommendations to the project engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

(m) During the work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the contract documents to be assembled and furnished by the contractor are applicable to the items installed and in accordance with the contract documents, and have these documents delivered to the project engineer for review and forwarding to CLIENT prior to payment for that part of the work.

(n) Participate in ENGINEER's visits to the site regarding substantial completion, assist in the determination of substantial completion, and prior to the issuance of a certificate of substantial completion submit a punch list of observed items requiring completion or correction.

(o) Participate in ENGINEER's visit to the site in the company of CLIENT and the contractor, to determine completion of the work, and prepare a final punch list of items to be completed or corrected by the contractor.

(p) Observe whether items on the final punch list have been completed or corrected and make recommendations to the project engineer concerning acceptance and issuance of the notice of acceptability of the work.

(q) ENGINEER's construction observer will not:

- (i) Authorize any deviation from the construction contract documents or substitution of materials or equipment (including "or-equal" items).
- (ii) Exceed limitations of ENGINEER's authority as set forth in this Work Release.
- (iii) Undertake any of the responsibilities of the contractor, subcontractors, or suppliers, or any constructor.
- (iv) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the work, by the contractor or any other constructor.

- (v) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of CLIENT or the contractor.
- (vi) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the project engineer.
- (vii) Accept shop drawing or sample submittals from anyone other than the contractor.
- (viii) Authorize CLIENT to occupy the project in whole or in part.
- ix) If, based on ENGINEER's observations or as indicated in documentation available to ENGINEER, ENGINEER believes that any part of the work is defective under the terms and standards set forth in the construction contract documents, ENGINEER will issue written notice to contractor (with copy to CLIENT) of such defective work. Such notice will communicate the scope, extent (to ENGINEER's understanding) of defect, and associated provisions of the construction contract documents.
 - (1) Provide recommendations to CLIENT regarding whether the contractor should correct such work or remove and replace such work, or whether CLIENT should consider accepting the defective work in accordance with the provisions of the construction contract documents. ENGINEER will give notice to the contractor regarding whether the defective work should be repaired, replaced, or will be accepted by CLIENT.
 - (2) However, ENGINEER's authority to provide this information to CLIENT or ENGINEER's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of ENGINEER to contractors, subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the work, including but not limited to any duty or responsibility for the contractors' or subcontractors' safety precautions and programs incident to the work.
- x) If ENGINEER has express knowledge that a specific part of the work that is not defective under the terms and standards set forth in the construction contract documents is nonetheless not compatible with the design concept of the completed project as a functioning whole, then inform CLIENT of such incompatibility and provide recommendations for addressing such work.
- xi) Accept from the contractor and CLIENT submittal of matters in question concerning the requirements of the construction contract documents (sometimes referred to as requests for information or interpretation, or RFIs), or relating to the acceptability of the work under the construction contract documents. Render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the construction contract documents.
 - (1) If a submitted matter in question concerns ENGINEER's performance of its duties and obligations, or terms and conditions of the construction contract documents that do not involve (a) the performance or acceptability of the work under the construction contract documents, (b) the design (as set forth in the drawings, specifications, or otherwise), or (c) other engineering or technical matters, then ENGINEER will promptly give written notice to CLIENT and the contractor that ENGINEER will not provide a decision or interpretation.
- xii) Subject to any limitations in the construction contract documents, ENGINEER may prepare and issue field orders requiring minor changes in the work.
- xiii) Relative to change orders, work change directives, change proposals and claims:
 - (1) Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
 - (2) Review each duly submitted change proposal from the contractor and either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions will be in writing, with a copy provided to CLIENT and the contractor.
 - (3) Provide information or data to CLIENT regarding engineering or technical matters pertaining to claims.
- xiv) Respond to any notice from the contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Conduct reviews and prepare findings, conclusions, and recommendations for CLIENT's use subject to limitations of ENGINEER's obligations under this Work Release.

- xv) Review and accept or take other appropriate action with respect to contractor submittals, but only to determine if the items covered by the submittals will, after installation or incorporation in the work, comply with the design concept as a functioning whole and requirements of the construction contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- xvi) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor.
- xvii) Relative to inspections and tests:
 - (1) Receive and review certificates of inspections, tests, and approvals required by laws and regulations, or the construction contract documents. ENGINEER's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction contract documents. ENGINEER shall be entitled to rely on the results of such inspections and tests.
 - (2) Reply to contractor requests for written concurrence that specific portions of the work that are to be inspected, tested, or approved may be covered.
 - (3) Issue written requests to the contractor that specific portions of the work remain uncovered.
 - (4) As deemed reasonably necessary, request that the contractor uncover work that is to be inspected, tested, or approved.
 - (5) Pursuant to the terms of the construction contract, require additional inspections or testing of the work, whether the work is fabricated, installed, or completed.
- xviii) Based on ENGINEER's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:
 - (1) Determine the amounts that ENGINEER recommends the contractor be paid, including reductions in payment based on the provisions for reductions stated in the construction contract.
 - (a) Such recommendations of payment will be in writing and will constitute ENGINEER's representation to CLIENT, based on such observations and review, that, within the limits of ENGINEER's knowledge, information and belief, the contractor's work has progressed to the point indicated, the work is generally in accordance with the construction contract documents, and the conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work.
 - (b) In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the construction contract documents).
 - (2) By recommending payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of the contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Work Release. Neither ENGINEER's review of the contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control the work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the contractor's compliance with laws and regulations applicable to the contractor's furnishing and performing the work.
 - (3) ENGINEER's recommendation for payment will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes the contractor has used the money paid to the contractor by CLIENT; to determine that title to any portion of the work,

including materials or equipment, has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and the contractor that might affect the amount that should be paid.

- xx) Receive from the contractor, review, and transmit to CLIENT maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the construction contract documents, certificates of inspection, tests and approvals, and shop drawings, samples, etc.
- xx) Receive from the contractor, review, and transmit to CLIENT the annotated record documents which are to be assembled by the contractor in accordance with the construction contract documents to obtain final payment. The extent of ENGINEER's review of record documents will be to check that the contractor has submitted a complete set of those documents that the contractor is required to submit.
- xxi) After notice from the contractor that the contractor considers the entire work ready for its intended use, visit the site in company with CLIENT and the contractor to review the work and determine the status of completion. Follow the procedures in the construction contract regarding the preliminary certificate of substantial completion, punch list of items to be completed, CLIENT's objections, notice to the contractor, and issuance of a final certificate of substantial completion. Assist CLIENT regarding any remaining engineering or technical matters affecting CLIENT's use or occupancy of the work following substantial completion.
- xxii) After notice from the contractor that the work is complete:
 - (1) Visit the Site with CLIENT and the contractor to determine if the work is in fact complete and acceptable.
 - (2) Notify the contractor of any part of the work that is found during the visit to be incomplete or defective, and subsequently confirm that the contractor has corrected any such deficiencies.
 - (3) Follow the procedures in the construction contract regarding review and response to the contractor's application for final payment and accompanying documentation.
 - (4) When ENGINEER is satisfied that the work is complete and acceptable, provide a notice to CLIENT and the contractor a notice of acceptability of work stating that the work is acceptable within the limits of ENGINEER's knowledge, information, and belief, and based on the extent of the services provided by ENGINEER under this Work Release.
- d) Engineer will render decisions regarding the requirements of the construction contract documents, and judge the acceptability of the work, pursuant to the specific procedures set forth in the construction contract for initial interpretations, change proposals, and acceptance of the work. In rendering such decisions and judgments, Engineer will not show partiality to District or the contractor and will not be liable to District, the contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- e) The Construction Phase will commence with the execution of the first construction contract for the project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to the contractor.
- f) If the duties, responsibilities, or authority of ENGINEER in the construction contract, or other terms of the construction contract having a direct bearing on ENGINEER are modified, or if CLIENT requires ENGINEER's services for construction that extends longer than the anticipated construction contract times, then CLIENT shall compensate ENGINEER for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
- g) ENGINEER shall not be required to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional.

7. Post-Construction Phase

- a) Upon written authorization from CLIENT during the Post-Construction Phase, ENGINEER will:
 - i) Together with CLIENT, visit the project to observe any apparent defects in the work, make recommendations as to replacement or correction of defective work, if any, or the need to repair of any damage to the site or adjacent areas, and assist CLIENT in consultations and discussions with the contractor concerning correction of any such defective work and any needed repairs.

- ii) Together with CLIENT, visit the project within one month before the end of the construction contract's correction period to ascertain whether any portion of the work or the repair of any damage to the site or adjacent areas is defective and therefore subject to correction by the contractor.
- iii) Perform or provide the following supplemental Post-Construction Phase tasks or deliverables:
 - (1) Prepare and furnish to CLIENT contract record drawings. Drawings will be based on annotated drawings from the contractor, RFIs, field orders, change orders, observations from Engineer's construction observer, and site visits made by Engineer.

b) The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified by CLIENT and ENGINEER, will terminate 12 months after the commencement of the construction contract's correction period.

3. ADDITIONAL SERVICES

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

1. Additional Services Not Requiring CLIENT's Written Authorization

- a) ENGINEER will advise CLIENT that ENGINEER is commencing to perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
 - i) Substantive design and other technical services in connection with work change directives, change proposals, and change orders to reflect changes requested by CLIENT.
 - ii) Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those phases or otherwise dependent on the actions of prospective individual bidders or contractors, including:
 - (1) Revising drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items.
 - (2) Services after award of the construction contract in evaluating the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the project.
 - (3) Evaluation of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction contract.
 - (4) Providing to the contractor or CLIENT additional or new information not previously prepared or developed by ENGINEER for their use in applying for or obtaining permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 - iii) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - iv) Additional or extended services arising from (a) the presence at the site of any constituent of concern, hazardous materials, or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by the contractor.
 - v) Implementing coordination of ENGINEER's services with other parts of the project that are not planned or designed by ENGINEER, unless CLIENT furnished to ENGINEER substantive information about such other parts of the project prior to the parties' entry into this Work Release as identified in the Background Information.
 - vi) Services in connection with any partial utilization of the work by CLIENT prior to substantial completion.

- vii) Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), change proposals, or other demands from the contractor or others in connection with the work, or an excessive number of RFIs, change proposals, or demands.
- viii) Reviewing a shop drawing or other contractor submittal more than three times, due to repeated inadequate submissions by the contractor.
- ix) While at the site, compliance by ENGINEER and its staff with those terms of CLIENT's or the contractor's safety program provided to ENGINEER after the effective date of this Work Release that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
- x) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.

2. Additional Services Requiring CLIENT's Written Authorization

- a) If authorized in writing by CLIENT, ENGINEER will perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
 - i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
 - ii) Preparation of applications and supporting documents (in addition to those furnished under the Scope of Services) for private or governmental grants, loans, or advances in connection with the project.
 - iii) Preparation or review of environmental assessments and impact statements and assistance to or on behalf of CLIENT in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
 - iv) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT or others.
 - v) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by ENGINEER, or the project's design requirements, including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this Work Release or are due to any other causes beyond ENGINEER's control.
 - vi) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.
 - vii) Providing renderings or models for CLIENT's use, including development, management, and other services in support of building information modeling or civil integrated management.
 - viii) Undertaking investigations and studies including, but not limited to:
 - (1) All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design.
 - (2) Detailed consideration of operations, maintenance, and overhead expenses.
 - (3) Feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the project and do not include rendering advice regarding municipal financial products or the issuance of municipal securities.
 - (4) Building, property, or similar appraisals.
 - (5) Providing services necessary to assist CLIENT in obtaining licenses for proprietary systems or processes.
 - (6) Detailed quantity surveys of materials, equipment, and labor.
 - (7) Audits or inventories required in connection with construction performed or furnished by CLIENT.

- ix) Furnishing the services of ENGINEER's subconsultants for tasks other than those identified in the Scope of Services.
- x) Services attributable to more prime construction contracts than specified in the Background Information.
- xi) Services to arrange for performance of construction services for CLIENT by contractors other than the principal prime contractor and administering CLIENT's contract for such services.
- xii) Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by CLIENT.
- xiii) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents), preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective bidders, and preparing construction contract documents for alternate bids.
- xiv) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- xv) Any services by ENGINEER in connection with CLIENT or ENGINEER providing a document to a requesting party not including CLIENT, ENGINEER, or the contractor.
- xvi) Providing Construction Phase services beyond the original date for completion and readiness for final payment of the contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- xvii) Conducting surveys, investigations, and field measurements to verify the accuracy of contract record drawing content obtained from the contractor, CLIENT, utility companies, and other sources.
- xviii) Preparation of operation, maintenance, and staffing manuals, unless provided for in the Scope of Services.
- xix) Assistance to CLIENT in developing systems and procedures for (a) control of the operation and maintenance of project equipment and systems, and (b) related recordkeeping.
- xx) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, CLIENT in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between CLIENT and ENGINEER).
- xxi) Overtime work requiring higher than regular rates.
- xxii) Providing construction surveys and staking to enable the contractor to perform its work, unless otherwise identified in the Scope of Services.
- xxiii) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction, and providing other special field surveys, unless otherwise identified in the Scope of Services.
- xxiv) Extensive services required during any correction period, or with respect to monitoring the contractor's compliance with warranties and guarantees called for in the construction contract, except as identified in the Scope of Services.
- xxv) Other additional services performed or furnished by ENGINEER not otherwise provided for or not otherwise identified in the Scope of Services in this Work Release.

4. CLIENT'S RESPONSIBILITIES

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

1. CLIENT's General Responsibilities

- a) CLIENT will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
- b) CLIENT will give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of:
 - i) Any development that affects the scope or time of performance of ENGINEER's services.
 - ii) The presence at the site of any constituent of concern or hazardous material.
- c) CLIENT will advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- d) If CLIENT designates a construction manager, site representative, or any individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the site, CLIENT will define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- e) CLIENT will attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and site visits to determine substantial completion and readiness of the completed work for final payment.
- f) CLIENT will primarily communicate with any of ENGINEER's subconsultants through ENGINEER and will promptly inform ENGINEER of the substance of any communications between CLIENT and ENGINEER's subconsultants and will refrain from directing the services of ENGINEER's subconsultants.
- g) CLIENT will provide existing utility potholing during preliminary design phase at critical crossing alignments and locations.
- h) CLIENT will authorize ENGINEER to provide Additional Services as required.

2. Project Information

- a) CLIENT will provide ENGINEER with CLIENT's budget for the project, including type and source of funding to be used, and will inform ENGINEER if the budget or funding sources change.
- b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide ENGINEER with information and data needed by ENGINEER for the performance of the Scope of Services, including CLIENT's design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability needs, design and construction standards, budgetary limitations, property descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility documentation, property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points, studies, investigations, tests and reports related to the site, environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.
- c) CLIENT will give instructions to ENGINEER regarding CLIENT's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and CLIENT's construction contract practices and requirements.
- d) CLIENT will furnish to ENGINEER CLIENT's standard contract forms, general conditions, supplementary conditions, text, and related documents, insurance and bonding requirements, CLIENT's safety and security programs applicable to the contractor, diversity and other social responsibility requirements, binding and contract requirements of funding, financing or regulatory agencies, and any other information necessary for ENGINEER to assist CLIENT in preparing the bidding/proposal documents and front-end construction contract documents.

3. CLIENT-Furnished Services

- a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.
- b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.

- c) If there will be an advertisement soliciting bids for construction, CLIENT will place and pay for such advertisement.
- d) Where required, CLIENT will provide all accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.
- e) CLIENT will provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the construction contract documents (other than those required to be furnished or arranged by the contractor), or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the work with appropriate professional interpretation thereof.

5. COMPENSATION

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

1. Table of Compensation

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Preliminary Design Phase	2.2	\$185,900	Lump Sum	
Design Survey and Mapping	2.2.a.ix.1	\$124,000	Lump Sum	
Final Design Phase	2.3	\$393,100	Lump Sum	
Permitting Phase	2.4	\$3,700	Hourly Rates	
Bidding/Proposal Phase	2.5	\$14,700	Hourly Rates	
Construction Phase	2.6	\$476,200	Hourly Rates	
Post-Construction Phase	2.7	\$12,900	Hourly Rates	
Additional Services	3.1, 3.2	\$50,000	Hourly Rates	
Total	-	\$1,260,500	-	-

2. Lump Sum Basis of Compensation

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

3. Hourly Rates Basis of Compensation

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

4. Estimated Compensation Amounts

- a) ENGINEER's estimate of the amounts that will become payable for hourly rate Phase/Task/Deliverable items specified in the Table of Compensation are only estimates for planning purposes, are not binding

on the parties, and are not the minimum or maximum amounts payable to ENGINEER under this Work Release.

- b) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that the total compensation amount thus estimated will be exceeded, ENGINEER will give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of ENGINEER's services for CLIENT's convenience. Upon notice, CLIENT and ENGINEER will promptly review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate ENGINEER's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend the ENGINEER's services during the negotiations and ENGINEER exceeds the estimated amount before CLIENT and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, then ENGINEER will be paid for all services rendered hereunder.

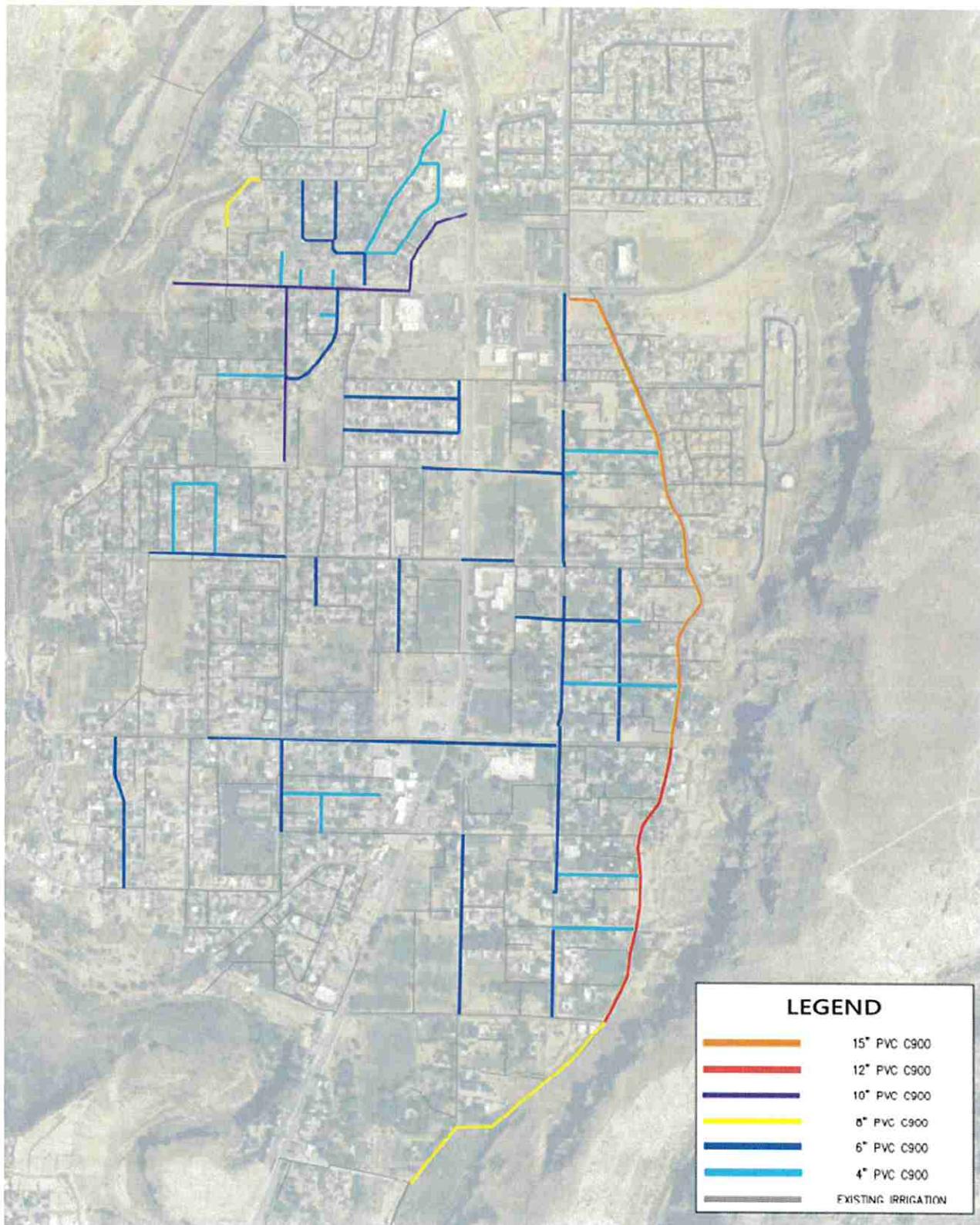
5. **Billing Schedule**

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

6. EXHIBITS

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

PRELIMINARY PROJECT EXHIBIT



PRELIMINARY OPINION OF COST

Engineer's Opinion of Probable Cost

LaVerkin City In-Town Replacements

7-Feb-25

LaVerkin City

PJA/bcw

Approximately 36000 LF Irrigation Pipe

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
GENERAL CONSTRUCTION					
1	Mobilization	1	LS	\$ 450,000.00	\$ 450,000.00
2	Traffic Control	1	LS	\$ 144,000.00	\$ 144,000.00
3	SWPPP Compliance & Erosion Control	1	LS	\$ 108,000.00	\$ 108,000.00
4	Dust Control & Watering	1	LS	\$ 107,500.00	\$ 107,500.00
5	Construction Staking	1	LS	\$ 72,000.00	\$ 72,000.00
6	Subsurface Investigation	160	HR	\$ 350.00	\$ 56,000.00
7	Clearing, Grubbing, & Demolition	1	LS	\$ 395,000.00	\$ 395,000.00
8	Restore Surface Improvements	1	LS	\$ 358,000.00	\$ 358,000.00
9	Compaction & Materials Testing	1	LS	\$ 50,000.00	\$ 50,000.00
10	Miscellaneous Connections, Fittings & Tie-Ins	1	LS	\$ 394,000.00	\$ 394,000.00
11	6" Purple PVC C900, Fittings, & Installation	20,000	LF	\$ 70.00	\$ 1,400,000.00
12	4" Purple PVC C900, Fittings, & Installation	10,500	LF	\$ 50.00	\$ 525,000.00
13	6" Gate Valve Assembly	82	EA	\$ 2,500.00	\$ 205,000.00
14	4" Gate Valve Assembly	32	EA	\$ 1,500.00	\$ 48,000.00
15	1" Setter, Idler, and Meter Barrel	510	EA	\$ 2,250.00	\$ 1,147,500.00
16	1" Service Lateral Pipe (Including Service Saddle & Corporation Stop)	13,400	LF	\$ 40.00	\$ 536,000.00
17	8" Untreated Base Course	181,800	SF	\$ 1.50	\$ 272,700.00
18	3" Bituminous Surface Course - Category II	181,800	SF	\$ 4.50	\$ 818,000.00
19	Boring & Jacking	300	LF	\$ 800.00	\$ 240,000.00
SUBTOTAL					\$ 7,326,700.00
CONTINGENCY					20% \$ 1,465,300.00
CONSTRUCTION TOTAL					\$ 8,792,000.00
INCIDENTALS					
1	Funding & Administration Services	0.4%	EST	\$ 44,000.00	\$ 44,000.00
2	Bonding Attorney	0.4%	EST	\$ 45,000.00	\$ 45,000.00
3	Engineering Design Services	4.9%	LS	\$ 492,000.00	\$ 492,000.00
4	Bidding & Negotiating	0.2%	HR	\$ 25,000.00	\$ 25,000.00
5	Construction Administration & Observation Services	4.6%	HR	\$ 466,000.00	\$ 466,000.00
6	GIS Mapping	0.4%	EST	\$ 36,000.00	\$ 36,000.00
7	Loan Origination Fee	0.4%	EST	\$ 44,000.00	\$ 44,000.00
8	Miscellaneous Professional Services	1.1%	EST	\$ 115,000.00	\$ 115,000.00
9	Topographic & Property Survey	0.5%	EST	\$ 52,800.00	\$ 52,800.00
SUBTOTAL					\$ 1,319,800.00
TOTAL PROJECT COST					\$ 10,111,800.00

In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions compared to bid or actual costs.

Engineer's Opinion of Probable Cost

LaVerkin City Irrigation Transmission Line Improvements
LaVerkin City & WCWCD

20-May-25
PJA/bcw

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
GENERAL CONSTRUCTION					
1	Mobilization	1	LS	\$ 60,000.00	\$ 60,000.00
2	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
3	Subsurface Investigation	20	HR	\$ 225.00	\$ 4,500.00
4	Compaction & Materials Testing	1	LS	\$ 6,500.00	\$ 6,500.00
5	SWPPP Compliance & Erosion Control	1	LS	\$ 6,500.00	\$ 6,500.00
6	Construction Staking	1	LS	\$ 7,000.00	\$ 7,000.00
7	Dust Control & Watering	1	LS	\$ 10,000.00	\$ 10,000.00
8	Restore Surface Improvements	1	LS	\$ 25,000.00	\$ 25,000.00
9	Miscellaneous Connections, Fittings & Tie-Ins	1	LS	\$ 20,000.00	\$ 20,000.00
10	10" PVC C900, Fittings, & Installation	4,050	LF	\$ 96.00	\$ 388,800.00
11	8" PVC C900, Fittings, & Installation	500	LF	\$ 75.00	\$ 37,500.00
12	Asphalt Removal	18,300	SF	\$ 1.00	\$ 18,300.00
13	10" Butterfly Valve Assembly	6	EA	\$ 3,750.00	\$ 22,500.00
14	8" Gate Valve Assembly	2	EA	\$ 2,800.00	\$ 5,600.00
15	1" Setter, Idler, and Meter Barrel	30	EA	\$ 1,800.00	\$ 54,000.00
16	1" Service Lateral Pipe (Including Service Saddle & Corporation Stop)	2,500	LF	\$ 35.00	\$ 87,500.00
17	3" Bituminous Surface Course - Category II	18,300	SF	\$ 2.75	\$ 50,325.00
SUBTOTAL					\$ 814,025.00
CONTINGENCY					20% \$ 162,800.00
CONSTRUCTION TOTAL					\$ 976,825.00
INCIDENTALS					
1	Funding & Administration Services	0.9%	EST	\$ 9,800.00	\$ 9,800.00
2	Bonding Attorney	0.5%	EST	\$ 5,900.00	\$ 5,900.00
3	Engineering Design Services	5.8%	HR	\$ 67,000.00	\$ 67,000.00
4	Bidding & Negotiating	0.5%	HR	\$ 5,300.00	\$ 5,300.00
5	Construction Administration & Observation Services	6.0%	EST	\$ 69,000.00	\$ 69,000.00
6	GIS Mapping	0.4%	EST	\$ 4,900.00	\$ 4,900.00
7	Loan Origination Fee	0.5%	EST	\$ 5,900.00	\$ 5,900.00
8	Miscellaneous Professional Services	0.7%	EST	\$ 7,500.00	\$ 7,500.00
SUBTOTAL					\$ 175,300.00
TOTAL PROJECT COST					\$ 1,152,100.00

In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions compared to bid or actual costs.

Engineer's Opinion of Probable Cost

100 E Transmission Line Improvement

7-Feb-25

LaVerkin City

PJA/bcw

Approximately 8000 LF Irrigation Pipe

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
GENERAL CONSTRUCTION					
1	Mobilization	1	LS	\$ 135,000.00	\$ 135,000.00
2	Traffic Control	1	LS	\$ 35,000.00	\$ 35,000.00
3	SWPPP Compliance & Erosion Control	1	LS	\$ 25,000.00	\$ 25,000.00
4	Dust Control & Watering	1	LS	\$ 25,000.00	\$ 25,000.00
5	Construction Staking	1	LS	\$ 16,000.00	\$ 16,000.00
6	Subsurface Investigation	100	HR	\$ 350.00	\$ 35,000.00
7	Clearing, Grubbing, & Demolition	1	LS	\$ 100,000.00	\$ 100,000.00
8	Restore Surface Improvements	1	LS	\$ 80,000.00	\$ 80,000.00
9	Compaction & Materials Testing	1	LS	\$ 15,000.00	\$ 15,000.00
10	Miscellaneous Connections, Fittings & Tie-Ins	1	LS	\$ 100,000.00	\$ 100,000.00
11	15" Purple PVC C900, Fittings, & Installation	3,800	LF	\$ 125.00	\$ 475,000.00
12	12" Purple PVC C900, Fittings, & Installation	2,200	LF	\$ 115.00	\$ 253,000.00
13	8" Purple PVC C900, Fittings, & Installation	2,000	LF	\$ 75.00	\$ 150,000.00
14	15" Butterfly Valve Assembly	12	EA	\$ 6,750.00	\$ 81,000.00
15	12" Butterfly Valve Assembly	4	EA	\$ 4,100.00	\$ 16,400.00
16	10" Butterfly Valve Assembly	1	EA	\$ 3,750.00	\$ 4,000.00
17	8" Gate Valve Assembly	2	EA	\$ 2,800.00	\$ 5,600.00
18	6" Gate Valve Assembly	8	EA	\$ 2,500.00	\$ 20,000.00
19	4" Gate Valve Assembly	5	EA	\$ 1,500.00	\$ 7,500.00
20	3" Gate Valve Assembly	18	EA	\$ 950.00	\$ 17,000.00
21	Asphalt Removal	27,000	SF	\$ 1.00	\$ 27,000.00
22	8" Untreated Base Course	27,000	SF	\$ 1.50	\$ 40,500.00
23	3" Bituminous Surface Course - Category II	27,000	SF	\$ 4.50	\$ 122,000.00
24	Remove & Replace 5' Sidewalk	300	SF	\$ 20.00	\$ 6,000.00
SUBTOTAL					\$ 1,791,000.00
CONTINGENCY					20% \$ 358,200.00
CONSTRUCTION TOTAL					\$ 2,149,200.00
INCIDENTALS					
1	Funding & Administration Services	0.6%	EST	\$ 16,000.00	\$ 16,000.00
2	Bonding Attorney	0.3%	EST	\$ 8,000.00	\$ 8,000.00
3	Engineering Design Services	5.4%	LS	\$ 134,000.00	\$ 134,000.00
4	Bidding & Negotiating	0.2%	HR	\$ 5,000.00	\$ 5,000.00
5	Construction Administration & Observation Services	4.6%	HR	\$ 114,000.00	\$ 114,000.00
6	GIS Mapping	0.4%	EST	\$ 9,000.00	\$ 9,000.00
7	Loan Origination Fee	0.4%	EST	\$ 11,000.00	\$ 11,000.00
8	Miscellaneous Professional Services	1.1%	EST	\$ 28,000.00	\$ 28,000.00
9	Topographic & Property Survey	0.5%	EST	\$ 13,000.00	\$ 13,000.00
SUBTOTAL					\$ 338,000.00
TOTAL PROJECT COST					\$ 2,487,200.00

In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinion of probable construction cost provided herein is made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions compared to bid or actual costs.

FEE SCHEDULE

SUNRISE ENGINEERING

FEE SCHEDULE*

Work Classification	Hourly Rate	Work Classification	Hourly Rate
Administrative I	\$78	Construction Observer III	\$146
Administrative II	\$98	Construction Observer IV	\$174
Civil Engineering Intern	\$110	Construction Observer V	\$189
Civil EIT I	\$125	GIS Tech	\$94
Civil EIT II	\$144	GIS Senior Tech	\$115
Civil EIT III	\$161	GIS Analyst	\$140
Civil Engineer III	\$177	GIS Senior Analyst	\$165
Civil Engineer IV	\$192	PI Specialist I	\$118
Civil Engineer V	\$199	PI Specialist II	\$129
Civil Engineer VI	\$214	PI Specialist III	\$141
Civil Engineer VII	\$229	PI Specialist IV	\$153
Senior Civil Engineer	\$243	PI Manager	\$165
Principal Civil Engineer	\$256	PI Director	\$177
Civil Engineering Tech I	\$101	Survey Tech	\$99
Civil Engineering Tech II	\$123	Survey CAD Tech	\$145
Civil Engineering Tech III	\$138	Survey Manager	\$196
Civil Engineering Tech IV	\$148	Registered Surveyor	\$212
Construction Observer I	\$109	Principal Surveyor	\$234
Construction Observer II	\$132	One Man Survey Crew	\$172

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate
Mileage	\$0.67/Mile
Per Diem	\$59/Day
Field Vehicle (On-Site)	\$250/Day
Nuclear Density Gauge	\$150/Day

*Fees automatically change after the beginning of each year and are subject to change on other occasions.

*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.

*A convenience fee of 4% will be applied to all payments made with a credit card.

STG-2026 12-2025



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of Environmental Quality

Tim Davis
Executive Director

DIVISION OF DRINKING WATER
Nathan Lunstad Ph.D, P.E.
Director

Drinking Water Board
Kristi Bell, Chair
Eric Franson, P.E., Vice-Chair
Dawn Ramsey
Justin Maughan
Corinna Harris
Shazelle Terry
Blake Tullis, Ph.D.
Phil Bondurant Dr. PH, LEHS
Tim Davis
Nathan Lunstad
Executive Secretary

12/19/2025

Derek Imlay, Director of Operations
La Verkin City Water System
435 North Main
La Verkin, Utah 84745

derek.imlay@laverkin.gov

Subject: Federal SRF Loan Authorization and Procedures for Committal of Funds; La Verkin City Water System, System #27099, Loan #3F3560

Dear Mr. Imlay,

On August 27, 2025, the Drinking Water Board (hereinafter called the "Board") authorized a loan of \$2,228,000 with \$1,114,000 in principal forgiveness, for a net repayable amount of \$1,114,000 for 20 years at 2.50% hardship grant assessment fee in lieu of interest, to La Verkin City Water System (hereinafter called the "Recipient") for the construction of replacing aging lead and galvanized service lines (hereinafter called the "Project"). The loan from the Board will be secured by General Obligation bond(s), Non-voted Water Revenue bond(s), or a combination thereof; issued by the Recipient as incremental disbursement bond(s) (hereinafter referred to as Bonds) disbursed on a monthly or quarterly basis. The Board has determined the retirement period for the Bonds to be no more than twenty (20) years, with interest/fee assessment payable on the unpaid principal from the date of each advance of loan funds. The annual HGA Fee is 2.50%. The Board will require annual principal payments on the Bonds, plus interest assessments totaling approximately \$71,000.00. If a revenue bond is used, a debt service reserve fund equal to this annual amount must be established by no more than ten equal annual deposits.

On November 18, 2025, the Drinking Water Board deauthorized a loan of \$2,228,000 with \$1,114,000 in principal forgiveness, for a net repayable amount of \$1,114,000 for 20 years at 2.50% hardship grant assessment fee in lieu of interest, to La Verkin City Water System.

On November 18, 2025, the Drinking Water Board authorized a loan of \$2,228,000 with \$1,550,000 in principal forgiveness, for a net repayable amount of \$678,000 for 30 years at 2.00% hardship grant assessment fee in lieu of interest to La Verkin City Water System.

All terms and conditions will remain as stated in the authorization letter dated September 17, 2025.

These requirements may not cover all the matters pertaining to the Project. We anticipate that specific questions on matters relating to your Project will arise, and we are confident that a cooperative effort can resolve any issues.

La Verkin City Water System

12/19/2025

Page 2

If you have any questions concerning these requirements, please contact Andrea Thurlow at (385) 260-0337 or me at (801) 674-2563.

Sincerely,
DRINKING WATER BOARD



Michael J. Grange, P.E.
Assistant Executive Secretary

MJG/at/kh

Enclosures

1. Repayment Schedule
2. W-9

cc: William Prater, Esq., William L. Prater, LLC, PO Box 71368, SLC, UT 84171, bill@billprater.com
Blaine Worrell, Sunrise Engineering, bworrell@sunrise-eng.com
Andrea Thurlow, Division of Drinking Water, athurlow@utah.gov
Paul Wright, DEQ District Engineer, pwright@utah.gov
DDW Finance

La Verkin

PROPOSED BOND REPAYMENT SCHEDULE

50 % 10an & 50 % P.F.

PRINCIPAL	INTEREST	TERM	ANTICIPATED CLOSING DATE	09-Dec-25
TERM	INTEREST	TERM	FIRST P&I PAYMENT DUE	19-Dec-26
NOMIN. PAYMENT			REVENUE BOND	
			PRINC. FORGIVE..	\$1,114,000.00
YEAR	BEGINNING BALANCE	DATE OF PAYMENT	PAYMENT	PRINCIPAL
2025	\$1,114,000.00	December 19, 2025	\$773.61 *	\$0.00
2026	\$1,114,000.00	December 19, 2026	\$71,850.00	\$44,000.00
2027	\$1,070,000.00	December 19, 2027	\$71,750.00	\$45,000.00
2028	\$1,025,000.00	December 19, 2028	\$71,625.00	\$46,000.00
2029	\$979,000.00	December 19, 2029	\$71,475.00	\$47,000.00
2030	\$932,000.00	December 19, 2030	\$71,300.00	\$48,000.00
2031	\$884,000.00	December 19, 2031	\$71,100.00	\$49,000.00
2032	\$835,000.00	December 19, 2032	\$71,875.00	\$51,000.00
2033	\$784,000.00	December 19, 2033	\$71,600.00	\$52,000.00
2034	\$732,000.00	December 19, 2034	\$71,300.00	\$53,000.00
2035	\$679,000.00	December 19, 2035	\$70,975.00	\$54,000.00
2036	\$625,000.00	December 19, 2036	\$71,625.00	\$56,000.00
2037	\$569,000.00	December 19, 2037	\$71,225.00	\$57,000.00
2038	\$512,000.00	December 19, 2038	\$71,800.00	\$59,000.00
2039	\$453,000.00	December 19, 2039	\$71,325.00	\$60,000.00
2040	\$393,000.00	December 19, 2040	\$71,825.00	\$62,000.00
2041	\$331,000.00	December 19, 2041	\$71,275.00	\$63,000.00
2042	\$268,000.00	December 19, 2042	\$71,700.00	\$65,000.00
2043	\$203,000.00	December 19, 2043	\$71,075.00	\$66,000.00
2044	\$137,000.00	December 19, 2044	\$71,425.00	\$68,000.00
2045	\$69,000.00	December 19, 2045	\$70,725.00	\$69,000.00
				\$1,114,000.00
				\$315,623.61

*Interest Only Payment

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ►	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>

or

Employer identification number									
<input type="text"/>	<input type="text"/>	-	<input type="text"/>						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), or
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not leave this line blank.** The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
6. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner ³
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



LaVerkin City

Secondary Water

Conservation Plan

12/29/2025

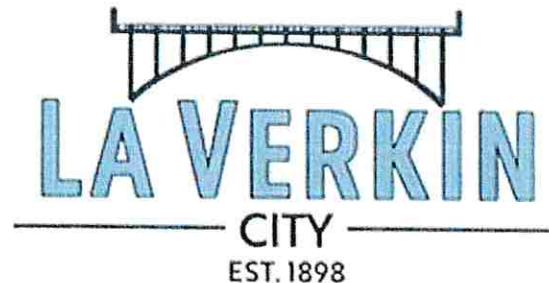


Table of Contents

System Profile.....	3
Service Area.....	3
Service Connections.....	3
Irrigation Water Use.....	3
Water Supply.....	3
System Water Loss.....	4
Conservation.....	4
Water Conservation Goal.....	4
Current Water Conservation Practices.....	4
Future Water Conservation Measures.....	8
Exemption Status.....	10
Public Works Contacts.....	10
Certification of Adoption.....	11
Regional Conservation Goals.....	12

System Profile Information

Service Area: LaVerkin City's Irrigation system services the lower bench of LaVerkin City's municipal boundary. There are portions of the lower bench that do not have the ability to service due to the lack of infrastructure.

Service Connections:

Type of Connection	Number of Connections	Source	Amount (af)
Residential	1013	VR 81-2477	1630.2
Commercial	1	VR 81-4334	990
Institutional	11	VR 81-2481	20
Agriculture	21	VR= Virgin River	
Total	1087	Total	2640.2 af

Irrigation Water Use

Water Supply: The following table shows the ratio of water usage per type of connection in the system.

Type of Connection	Total % of water use
Residential	66
Commercial	1
Institutional	11
Agricultural	22
Total	100%

System Water Loss:

Through the Master Meter to LaVerkin, the City sees a consistent 0.4 CFS of flow through the meter indicating water loss. The City has started the process of doing a large-scale improvement project. This would include new main lines, new connection points to homes, adding reuse as another source of water, and the building of a settling pond. These improvements with the leak repairs that are currently being made should help the City see reduce water loss by approximately 200 acre-ft.

Water Conservation

The City has established the following secondary water conservation goal:

By 2035, reduce total secondary water consumption to approximately 1,240 acre-feet per year, thereby conserving about 1,400 acre-feet per year of the City's allowable annual water right duty.

The City's goal represents a usage reduction in the next 10 years of approximately 34% of the average annual usage. This usage reduction is more aggressive than the Regional Conservation Goal of 19% by 2040, established for M&I Water Conservation in Washington County.

Current Conservation Practices

The City has enacted the following policies, rules, and regulations through their municipal code to encourage secondary water conservation:

8-2-11.E Scarcity Of Water: In time of scarcity of water, whenever it shall in the judgment of the public works director be necessary, the public works director shall by notice limit the use of irrigation water to the extent as may be necessary. The public works director shall have this authority without concurrence of the board or city council in the event of an emergency. In this event, the notice shall be reviewed at the next available regular meeting of the board and city council. It shall be unlawful for any person, his family, servants or agents to violate any notice to limit the use of irrigation water made by the chairman in pursuance of this section.

8-2-12.E Open Discharge:

1. **General Rule:** Except as provided in subsection E.2 below, there shall be no open discharge of water from the irrigation system.
 - a. No flood irrigation shall be permitted from the irrigation system.
 - b. All water shall be discharged using a sprinkler, bubbler, drip system or other similar restrictive device.

8-2-12.I Waste:

1. It shall be unlawful for any water user to waste water. Wasting water includes, but is not limited to, the following:
 - a. Allowing water to be wasted by leaky stops, taps, valves, joints or pipe;
 - b. Wastefully running water from faucets, sprinklers or stops or through basins, sinks or other apparatus;
 - c. Using the water for nonagricultural or nonlandscaping purposes; or
 - d. Allowing irrigation water to enter into the street due to overwatering.

2. If, in the judgment of the city, a user of irrigation water engages in practices which result in the needless waste of water, the city shall mail to the user written notice to discontinue the waste. If the waste is not terminated within ten (10) days of mailing, the city may terminate the water service, unless otherwise outlined by contract.

8-6-3.A The city shall encourage wise use of water and conservation of all water resources on an ongoing basis.

8-6-6: TIME OF DAY LANDSCAPE WATERING RESTRICTIONS:

A. Purpose: It is in the public interest to conserve water resources and to promote efficient use of water on public and private amenity landscapes; and to protect and enhance the community's economic, environmental, recreational, and aesthetic resources by reducing water waste and promoting water use efficiency in amenity landscape irrigation.

B. Restrictions: Sprinkler irrigation of public and private amenity landscapes should be limited to those periods where the maximum benefit can be obtained from the water used.

1. Where feasible, such irrigation should be limited to the hours of six o'clock (6:00) P.M. to ten o'clock (10:00) A.M. and to times of low wind, to avoid excessive loss of water through evapotranspiration.

2. Water users are strongly encouraged to avoid overwatering and/or wasting of water; and to apply water at the times and using the methods most appropriate for the soils and ground cover involved, with due consideration for the limited nature of water as a resource and the need for such water by others.

LaVerkin City during the summer months continues to reach out to consumers of the ineffective watering that takes place between 10:00 am and 6:00 pm. LaVerkin has set an example by making sure all the municipal property is not watered during these times.

8-8-3-1: CONSTRUCTION STANDARDS:

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

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

8-8-3-2: LANDSCAPE STANDARDS:

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

1. Single-Family Dwellings.

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

LOT SIZE	MAXIMUM GRASS
Up to 7,500 sf	600 sf
7,500 + to 25,000 sf	8% of lot sf
25,000+ sf	2,000 sf

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

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

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

LaVerkin has adopted new standards which limit the amount of grass and other landscape types for all new buildings since 2023. These standards reduce the amount of grass permitted on a property by municipal ordinance 8-8-3-2.

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

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

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

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

8-8-4-1: CONSTRUCTION STANDARDS:

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

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

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

8-8-4-2: LANDSCAPED STANDARDS:

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

1. Lawn areas are prohibited except where an Active Recreation Area is appropriate, such as at a childcare center or athletic complex.

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

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

4. Each project shall propose and follow an approved Planting Plan. At least forty percent (40%) of the project's proposed (and installed) landscaped area shall contain vegetative cover consisting of water-efficient shade trees and/or bushes adequate in number and configuration to

visually enhance the project, prevent heat islands, and prevent soil erosion. The configuration of the vegetation in the Planting Plan is in the sole discretion of the city.

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

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

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

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

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

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

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

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

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

L. Water waste is prohibited.

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

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

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

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

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

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

M. Program valves for multiple repeat cycles are required to reduce runoff on slopes and for soils with slow infiltration rates. (Ord. 2022-08, 9-7-2022; amd. Ord. 2023-14, 12-6-2023)

LaVerkin also reminds citizens of the programs available to which the Washington County Conservancy District will buy the property owner's grass back to have less irrigatable lawns, as well as the reimbursement program for the purchase of smart watering clocks.

Future Conservation Practices

The following City proposed initiatives will contribute to the City's conservation goals.

1. Large Scale Improvements to the Irrigation Distribution System:

The City intends to replace nearly 25% of the existing main line distribution system. This initiative will help to recapture the approximately 200 afa lost to system slippage.

This initiative will relocate main lines from back lots to municipal rights-of-way. This will allow for easier and faster repairs, reducing interim losses.

The new distribution system will utilize new materials decreasing the number of breaks caused by aging pipes, valves, and services.

The Major infrastructure replacement program is scheduled to begin in 2026 and is anticipated to be completed by the end of 2028.

2. Improve Quality of Secondary Water

Beginning in 2026, the WCWCD will construct a secondary water storage pond in LaVerkin that the City will also utilize. The pond will function as both storage and a settling pond.

In the near term, the pond will store Virgin River water and allow suspended sediment to settle prior to delivery, improving water quality at the customer connection. Improved quality is expected to reduce sprinkler clogging and encourage use of secondary water in place of potable water for landscaping.

Over the long term, the pond will store reuse water from the Confluence Park Water Reclamation Facility, gradually replacing the amount of Virgin River water used for the secondary system.

Overall, the storage pond will improve delivered water quality and reliability, promoting secondary water use and conserving potable water for indoor demands.

The LaVerkin Settling pond and reuse contribution to the secondary system will begin work in 2026 and see the completion of work in the Summer/Fall of 2026.

Evaluation Plan:

Conservation Practices & Measures:

- Practice: As a municipality, review total effectiveness of ongoing and past conservation practices and implementations.
 - Measure: Review secondary usage year over year to determine monthly and annual reductions in secondary water usage.

- Practice: Promote the installation of smart irrigation controllers and rebates offered through Utah Water Savers.
 - Measure: Estimate annual water savings based on how many smart controllers are installed in the service area.
- Practice: Promote conservation efforts such as smart irrigation practices, and the lawn buyback rebate program offered by the WCWCD.
 - Measure: Estimate annual water savings based on the number of users participating in the turf buyback program.

Exemption Status

Declaration of Exemption Date: December 5, 2022

Exemption Classification:

- 1) Secondary meter costs exceed 25% of the total operating budget.
- 2) cannot obtain a warranted meter due to water quality.

Annual Evaluation

With the declaration of exemption, the City will submit annual evaluations to the Division of Water Resources on the effectiveness of the City's conservation efforts.

These evaluations will include:

- How well the City is doing on its conservation goal and if the City is on track to meet the target deadline
- Any adjustments, if any, that the City will need to make to improve conservation efforts

These evaluations will be submitted by November 30th each year.

City Public Works Contacts

Derek Imlay

Director of Operations (435)635-2581

Kyle Lovelady

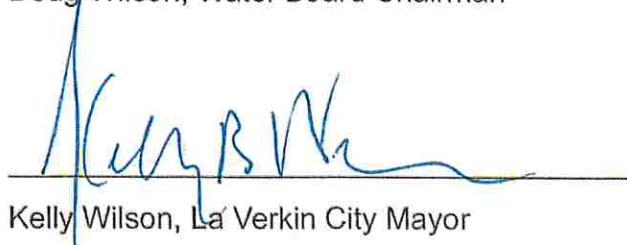
Public Works (435) 359-1799

Certification of Adoption

We hereby certify that the attached Water Conservation Plan has been established and adopted by our Water Board on December 29, 2025.



Doug Wilson, Water Board Chairman



Kelly Wilson, La Verkin City Mayor



Nancy Cline, Recorder

Appendix A

Regional Conservation Goals

County-Level M&I Water Conservation Data

Regions/ Counties	Baseline	2030	2040	2065	Reduction from Baseline			
	(gpcd)	2015	Goal (gpcd)	Projection (gpcd)	Projection (gpcd)	2030	2040	2065
Bear River								
Box Elder	318	266	249	236	17%	22%	26%	
Cache	284	233	217	204	18%	24%	28%	
Rich	1,276	984	918	909	23%	28%	29%	
Green River								
Daggett	423	343	314	307	19%	26%	27%	
Duchesne	327	267	254	254	18%	22%	22%	
Uintah	256	212	205	206	17%	20%	19%	
Lower Colorado River North								
Beaver	553	390	360	356	30%	35%	36%	
Garfield	682	463	432	429	20%	26%	26%	
Iron	223	193	182	173	13%	19%	23%	
Lower Colorado River South								
Kane	358	304	289	282	15%	19%	21%	
Washington	302	260	246	236	14%	19%	22%	
Provo River								
Juab	373	292	280	284	22%	25%	24%	
Utah	214	172	155	145	20%	27%	32%	
Wasatch	344	265	249	249	23%	28%	28%	
Salt Lake								
Salt Lake	210	186	178	169	11%	16%	19%	
Tooele	224	196	184	176	13%	18%	21%	
Sevier River								
Millard	622	422	398	397	19%	24%	24%	
Platte	391	341	322	326	13%	18%	17%	
Sanpete	366	272	250	252	26%	32%	31%	
Sevier	363	322	312	317	11%	14%	13%	
Wayne	537	412	381	388	23%	29%	28%	
Upper Colorado River								
Carbon	287	239	230	230	11%	14%	14%	
Emery	569	376	337	333	34%	41%	41%	
Grand	309	282	272	267	9%	12%	13%	
San Juan	199	180	175	177	11%	14%	13%	
Weber River								
Davis	235	188	170	161	20%	28%	32%	
Morgan	238	187	179	186	22%	25%	22%	
Summit	341	300	290	286	12%	15%	16%	
Weber	256	202	184	175	21%	28%	32%	
Statewide	240	202	188	178	16%	22%	26%	

Note M&I = municipal and industrial; gpcd = gallons per capita per day based on permanent population. Reported per-capita use includes all residential, commercial, institutional, and industrial uses averaged over the permanent population in each region.

Everything marked in RED is new

ORDINANCE NO: 2025 -

AN ORDINANCE OF THE CITY COUNCIL OF LAVERKIN, UTAH, AMENDING
THE CEMETERIES RULES AND REGULATIONS.

WHEREAS, the City Council of LaVerkin deems it necessary from time to time to amend and update Title 7, Chapter 6, of the LaVerkin City Cemetery ordinances for the betterment of both the city and the residents of LaVerkin, Utah,

"WHEREAS, the existing Cemetery ordinance title 7 Chapter 6 needs to be amended and updated from time to time to reflect current laws, needs, and standards; and."

"WHEREAS, the amendment to the Cemetery ordinance is intended to provide requirements and procedures that are more uniform with the surrounding cities and towns and"

WHEREAS, having reviewed and carefully considered the proposed Ordinance, the City Council approves the Ordinance (as written or as further modified by the City Council), and deems it to be in the best interests of the City and its residents, to amend the City Code as provided herein

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF LAVERKIN, UTAH

CHAPTER 6 CEMETERIES

SECTION:

- 7-6-1: City Cemetery**
- 7-6-2: Definitions**
- 7-6-3: Applicability**
- 7-6-4: Cemetery Sexton**
- 7-6-5: Burials**
- 7-6-6: Fees And Charges**
- 7-6-7: Lot Sales**
- 7-6-8: Placement Of Monuments And Markers**
- 7-6-9: Perpetual Care Lots**
- 7-6-10: Indigents**
- 7-6-11: Rules And Regulations**
- 7-6-12: Care And Maintenance; Right To Enter**
- 7-6-13: Unlawful Acts**
- 7-6-14: Penalty**

7-6-1: CITY CEMETERY:

The burial ground of the city shall be known and designated by the name of LaVerkin Cemetery.
(1982 Code § 8-202)

7-6-2: DEFINITIONS:

The following words or phrases shall have the following meanings, unless the context otherwise clearly requires:

BURIAL: *The interment of human remains, including cremated remains.*

BURIAL LOT: *The location, by section and block, identified in a city cemetery for the future exercise of a burial right, or the memorial to a deceased person, including historically created half burial lots.*

BURIAL RIGHT: *The nontransferable, limited right of a specific individual to be buried in a specific burial lot in any land designated by the city as a cemetery or a cremation garden.*

BURIAL VAULT: *A structure used to hold a casket or container of cremated remains.*

CERTIFICATE OF BURIAL RIGHT: *A document issued by the city identifying the individual who may be buried in a burial lot.*

CREMATED REMAINS: *The remains of a deceased human that have been reduced to ashes.*

DISINTERMENT: *The permanent removal of a casket or cremated remains from a burial lot.*

EXHUMATION: *The temporary removal of human remains from a burial lot.*

GRAVE: *A burial lot in which human remains, including cremated remains, have been buried or which has been excavated in anticipation of burial.*

HEADSTONE: *A marker or monument used to identify the person interred in a burial lot.*

LOT: *The partial lots or single graves in the city cemetery.*

LOT OWNER OR PURCHASER AND GRAVE OWNER OR PURCHASER: *The owner or purchaser of burial privileges or the collateral right of use of any burial lot evidenced by a deed or burial right for a described lot or by proved and recognized descent or devise from the original owner. (1982 Code § 8-202)*

MARKER: *A headstone that is flat, flush to the natural grade of a grave, identifying the person whose remains are buried in the grave.*

MEMORIALS: *Items placed on a burial lot as a remembrance.*

MONUMENT: *A headstone that is upright, located on a grave, identifying the person whose remains are buried interred in the grave*

PLOT: *Each single gravesite within a lot.*

7-6-3: APPLICABILITY:

All cemeteries owned and/or maintained by the city or which may hereafter be acquired by the city wherever situated are hereby declared subject to the provisions of this chapter. (1982 Code § 8-203)

7-6-4: CEMETERY SEXTON:

- A. **Created:** There is hereby created the position of cemetery sexton. (1982 Code § 8-211; amd. 1998 Code)
- B. **Duties:** The cemetery sexton shall have the general supervision and administration of the city cemetery, including, but not limited to:
 1. Recommending to the city council such additional rules and regulations as may be necessary for the operation, maintenance, use and protection of the cemetery.
 2. Subdividing the cemetery into lots and grave sites.
 3. Maintaining a record of the location of the graves and preventing any lot from being used beyond its capacity.
 4. Keeping a duplicate plat of the cemetery and, at the request of any person wishing to purchase any of the lots or parts of lots, pointing out any of the lots or parts of lots for sale; and upon disposal of any lots or part thereof, notifying the city clerk/recorder of such fact. The city clerk/recorder shall, after payment of the lot price has been received in the treasury, issue a certificate of burial rights which shall describe the lot or grave to which the right to burial is granted. The certificate shall be signed by the mayor and the city clerk/recorder. (1982 Code § 8-212; amd. 1998 Code)

7-6-5: BURIALS:

- A. **Certificate Required:** It shall be unlawful for any person to bury the body of a deceased person in the city cemetery without first obtaining a certificate of burial right for the lot used or producing satisfactory evidence of a right to burial based on a properly acquired certificate of burial right. (1982 Code § 8-222)
- B. **Registration:** Before any deceased person may be buried in the city cemetery, the relatives or person having charge of the deceased shall provide the city clerk/recorder with a written statement which shall be filed by the city clerk/recorder, which statement shall contain, if known, information about the deceased regarding his or her name, when and where born, the date and cause of death, the name of the attending physician, date of burial, name of cemetery and the description of the location of the grave. (1982 Code § 8-223)
- C. **Vaults:**
 1. Unless in writing waived by the cemetery sexton, it shall be unlawful for any person to be buried in the cemetery unless the casket shall be placed in a vault made of concrete, fiberglass, steel-er brick lined, ***Polypropylene, or Industry - standard Vaults of and such or of*** such other material approved by the city council, substantially constructed and covered with a similar durable material.

Commented [DI1]: Since 1982, industry standards have changed significantly, necessitating the approval of alternative vault types.

2. No wood shall be used as a permanent part of the construction of any part of the vault. (1982 Code § 8-225; amd. 1998 Code)
- D. **Burial Days:** Monday through Saturday, except City-observed State and Federal holidays, except New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day. When the City-observed State and Federal holiday falls on a Saturday, this includes the actual holiday and the preceding day; when it falls on a Sunday, this includes the actual holiday and the following day. Except as otherwise ordered by the Mayor (in exceptional circumstances), there shall be no interments on Sundays. New Year's Day, July 4th, Pioneer Day, Veterans Day, Thanksgiving Day, Christmas Day, or Friday through Monday of the Memorial Day weekend
- E. Internment: Persons desiring to arrange for an interment must contact the City at least 48 hours prior to the scheduled time of interment. Failure to do so may prevent the scheduling of the interment at the desired time; if the sexton or other applicable City official determines that the interment may practically occur at the desired time of interment,
 1. Interment (and associated graveside services or visits) may be scheduled until 2:30 p.m. and shall finish within two hours from the scheduled time; and all visitors will be clear of the grave site prior to the end of such two-hour period and no later than 4:30 p.m. for an afternoon interment, to give City employees sufficient time to complete all associated services and needed site-restoration by 5:00 p.m.
- D. Unlawful Acts: It shall be unlawful for any person to:
 1. Disinter any body buried in any cemetery, except under the direction of the cemetery sexton who shall, before disinterment, require written permission from both the Southwestern district health officer and the owner of the lot or his or her heirs, which written authorization shall be filed and preserved in a record kept for such purposes.
 2. Disinter or remove the body of a person who has died from a contagious disease within two (2) years after the date of burial, unless the body was buried in a hermetically sealed casket or vault and is found to be so incased at the time of disinterment.
 3. Inter anything other than the remains of human bodies in cemeteries.
 4. Bury the body of any person within the city, except in the city cemetery or a private cemetery, unless by special permission of the city council under such rules and regulations that it may prescribe. (1982 Code § 8-224; amd. 1998 Code)

7-6-6: FEES AND CHARGES:

- A. Established; Authority: The city council shall, from time to time by resolution, fix the size of lots, the price at which burial rights shall be sold and the fees which shall be charged for the various cemetery services to be provided. (1982 Code § 8-243)

Commented [D12]: (D) Burial Days - (E) Internet timeline - (E-1)Service time was adopted by Resolution (R-2022-01), January 6, 2022. We want to include this portion in the Cemetery ordinance to make it easier for people to find and comply with.

B. Collection: The city clerk/recorder, and such other persons as the city council may designate, are hereby authorized and required to collect in advance, prices and fees for the opening and closing of graves or other services which shall include, but not be limited to, properly disinterring bodies and properly restoring the earth and grounds, recording each burial, disinterment or removal and raised monument privileges. The fees shall be such amounts as are determined by the city council from time to time by resolution. (1982 Code § 8-241)

C. Opening Graves:

1. No grave shall be opened in the city cemetery until payment of a fee for the labor and expense in so opening the grave shall be paid.
2. The presentation of a receipt from the city clerk/recorder or person designated by the city council when presented to the cemetery sexton, shall be authority to open a grave for the burial of a deceased person. However, upon a contract being entered into between any mortician and the city wherein the mortician agrees to be responsible and liable for fees for the opening of a grave, and wherein that mortician will be personally liable for such fees and for perpetual care payments, the city clerk/recorder or authorized person may give the cemetery sexton authority to open graves without the presentation of a receipt from the city clerk/recorder or authorized person. (1982 Code § 8-242; amd. 1998 Code)

7-6-7: LOT SALES:

A. Authority, Records: The city clerk/recorder, and such other person as the city council may designate, are hereby authorized to sell the use of lots in the city cemetery for burial purposes only and to collect all sums arising from the sale. The city clerk/recorder shall keep a complete record of all sales, which record shall describe the location of the lot purchased and the price paid therefor. The city clerk/recorder or designated person shall deliver to each purchaser a certificate of burial rights for each lot purchased, which certificate shall, among other things, describe the location of the lot and the purchase price.

A. *Authority and Records: The city clerk/recorder, along with any other individual designated by the city council, is authorized to sell burial rights only to individuals. Upon the sale of a burial right, the city will issue a certificate of burial right. This certificate grants the individual named within it the non-transferable right to be buried in the identified burial lot. However, the certificate of burial right only conveys a license for burial and does not confer any title, fee, or other ownership or possessory interest in the burial lot itself.*

B. *An individual may purchase more than one burial right, as long as each issued certificate identifies the individual entitled to be buried in the corresponding lot. However, one individual may be named in no more than two certificates. Any certificate of burial right that does not designate the individual eligible for burial in the identified lot is invalid, except in the following circumstances:*

1. While alive, the individual named in the certificate must provide written consent for any other remains to be interred in the identified burial lot.

2. After that individual has passed away, the burial of any other remains may be authorized by:

Commented [D13]: In recent years, we have encountered problems with plot owners permitting unauthorized burials in plots assigned to them or others. Some individuals claim their family member or friend has died and was buried elsewhere, leading them to believe they can use the plot for burial. Subsequently, other family members may come forward wanting to be buried in the same plot, resulting in confusion when staff unintentionally allow another burial in that plot.

This situation creates significant grief and challenges for staff, who find themselves caught in the middle of these disputes.

We have included the following outline, which gives a clear process to follow, which will help to alleviate staff involvement in these matters.

A) Authority and Records - (B) Individual burial purchase - (B-1-2-a-b-c) the only Ways that people can transfer burial locations.

- a) *The surviving spouse of the individual named in the certificate, or*
- b) *If no spouse survives, a descendant who must provide proof of power of attorney for the individual named in the certificate.*
- c) *The descendant may either obtain written consent from all surviving descendants of the individual named in the certificate (by representation), or they must notify all descendants in writing of their intent to permit other remains in the burial lot. This notification must explicitly state that any objections to the proposed burial must be submitted to the city in writing within thirty (30) days.*

If the city does not receive any objections within that thirty-day period from the date the last notice was mailed, the descendant may consent to the burial of other remains in the lot. Conversely, if an objection is received within thirty (30) days from that date, the descendant cannot consent to the burial of other remains.

Before notifying descendants of the intent to consent to the burial of other remains, the descendant must inform the city of this intent, provide the names and last known addresses of all known surviving descendants of the individual named in the certificate, and deliver copies of the notices to the city, along with proof of mailing. The legally recognized guardian of any minor or incapacitated descendant may act on behalf of that minor or incapacitated descendant.

- C. Purchase Price, Scope Of: A certificate and rights to burial shall be exempt from execution, taxation or assessment for care and maintenance from and after full payment of the purchase price. Payments made pursuant to this section shall not be construed to be in payment for cemetery services other than perpetual care.
- D. Services Included: Perpetual care shall be deemed to include the filling of the grave, the placing of topsoil upon the grave, seeding the grave with grass and watering and cutting the grass. No other services are included.
- E. Improvements, Changes And Services: No other improvements, changes or service, except perpetual care, shall be made on any lot without the certificate holder or his heirs first submitting to and receiving from the cemetery sexton written approval for such improvements, changes or services, which improvements, changes or services shall be subject to the rules and regulations promulgated by the city council. (1982 Code § 8-251; amd. 1998 Code)

F. Resale Restrictions:

1. From and after March 15, 1982, the lots sold by the city shall not be further sold, transferred, conveyed or assigned to any person except the city. The city hereby agrees to buy back any city cemetery grave lot which it may hereafter sell. The repurchase of such lots shall be for the original price paid by the purchaser or the current selling price of the lot, whichever is less.

2. Whenever a certificate to burial rights or lots reverts to the city, as provided for in this subsection, or becomes vested in the city for any reason, before new certificates are issued, the original certificate shall be canceled or an assignment given and the record shall be so changed. (1982 Code § 8-252)
3. The certificates shall be issued and signed and attested by the city clerk/recorder. All lots or parts of lots, as provided in this subsection, together with all improvements, shall be exempt from execution and from taxation and assessment for care and maintenance charges from and after said payment. (1982 Code § 8-252; amd. 1998 Code)

7-6-8: PLACEMENT OF MONUMENTS AND MARKERS

A. *Upright monuments and primary headstones are allowed in all sections of the cemetery, but they must not exceed 36 inches in height at their tallest edge. Any monument or headstone that stands above the sod level is classified as an upright stone. Monuments and headstones that are level with the sod are also permitted. The dimensions for monument and headstone bases are restricted; they must not exceed 42 inches in length and 24 inches in width for a single plot. For two consecutive plots, the base length cannot exceed 84 inches while still maintaining the 24-inch width.*

Commented [D14]: This section was added to differentiate monuments from markers, place limits on headstone base size, and headstone height, as headstone height interferes with our sprinklers' ability to cover the lawn, creating many dead spots within the Cemetery.

1. *A plot that has been designated for cremation remains of no more than two people. The Monuments/Markers must be flush with the sod line*

B. *If an individual purchased a headstone or marker which exceeds the 36-inch maximum height, that headstone or marker shall be allowed only if written proof is furnished to the sexton showing that the headstone or marker was purchased prior to Month _____ Date _____ Year _____.*

C. *Permitted Markers or Additional Stones. Any secondary marker must be flush with the sod line. The dimensions of the marker or stone shall not exceed 24 by 12 by six inches. The base upon which it is placed may not exceed 36 by 24 by six inches. A secondary marker, stone, may be permitted if the additional marker or stone identifies a currently unidentified individual within the same burial lot. Stones or markers that identify an individual already identified through another stone or marker within that same burial lot shall be prohibited. The only exception shall be veteran markers. No more than two markers or stones may be permitted in a single burial lot.*

D. *Materials Permitted. All monuments, headstones, or markers shall consist of granite, bronze, or other durable material approved by the sexton.*

E. *Authorization. Any individual, family, group, or the like must obtain approval from the sexton prior to the placement of any monument, headstone, or marker*

7-6-9: PERPETUAL CARE LOTS:

A. *Scope Of Care: The essential perpetual care that the city agrees to give shall consist of care of the cemetery generally, and shall include, but is not limited to, mowing of all lots and graves at reasonable intervals, resodding, seeding and filling in sunken graves,*

sodding the surface of the graves to lot level, removing dead flowers and trimming trees and shrubbery when necessary, raking and cleaning the lots and straightening of tilting stones or markers, but shall not include repairing or replacing markers or memorial structures of any nature, except when the need for repair or replacement is directly caused by the city. (1982 Code § 8-262)

B. Contracting For Care:

1. No grave shall be hereafter opened in the cemetery of this city until perpetual care upon the lot where the grave is to be opened shall have been contracted for with the city, or perpetual care thereon paid. Should it be the desire of any person to have a grave opened and the body interred therein and perpetual care shall not have been previously contracted for or paid in full for the lot therein, the person may either pay the full purchase price for perpetual care or enter into a contract wherein payment shall be agreed. (1982 Code § 8-261)
2. The Installment contract for perpetual care of, or purchase of a lot with perpetual care, shall provide for collection by the city in event of a default and such collection shall be by civil action, and the defendant therein shall pay cost of collection, together with reasonable attorney fees to the city, and shall also pay interest at the rate of eight percent (8%) per annum upon the past due installments. All installments shall immediately become due upon the default of any of the installments; provided however, that when perpetual care for any lot in the city cemetery or portion thereof, has not been paid for a period of ten (10) years, then, and in such an event, the unused portion of the lot shall thereafter escheat to the city, and the title thereof shall revert to the city, which shall thereafter have the right, option and privilege to sell and dispose of unused cemetery property, as is in this chapter provided, upon condition that the city shall thereafter maintain perpetually without cost of fee the portion of the lot occupied by a grave or graves prior to the date when the remaining property escheated to the city. (1982 Code § 8-261; amd. Ord. 2005-12, 4-6-2005)
3. The city shall have the power to fix, by resolution, a fee from any person now owning a cemetery lot or portion thereof for the annual maintenance and care thereof. (Ord. 2005-12, 4-6-2005)

C. Fund Created; Use:

1. There hereby is established a perpetual care fund according to the laws of the state and this chapter. All funds received from the sale of perpetual care services shall be placed in a special perpetual care fund, invested in compliance with the laws of the state and used for the purposes herein provided.
2. The income from the perpetual care fund shall be used to pay the upkeep and development of the cemetery. (1982 Code § 8-271; amd. 1998 Code)
3. Duties Of Treasurer: It shall be the duty of the city treasurer to keep an accurate record of the perpetual care trust fund account, including investments, to see that the principal portion thereof is properly invested in accordance with resolutions of the city council and the laws of the state. (1982 Code § 8-272; amd. 1998 Code)

E. Investment Income: All income from investments held in the perpetual care fund shall be quarterly credited to the cemetery maintenance fund for use in providing the perpetual care as required herein. (1982 Code § 8-274)

7-6-10: INDIGENTS:

The city council may by resolution designate a portion of the city cemetery to the burial of indigents. Whenever it is made to appear to the mayor and city council by proof submitted to them by the city clerk/recorder that any person who has died does not have an estate sufficient to pay the purchase price of a lot in the cemetery, and that the nearest relative or representative of such deceased person desires to have the body of such deceased interred in the cemetery, the mayor and city council may grant burial space for such deceased person at the request made to him by the city clerk/recorder. (1982 Code § 8-291; amd. 1998 Code)

7-6-11: RULES AND REGULATIONS:

A. Authority To Regulate; Procedure:

1. The city council may promulgate by resolution such additional rules and regulations concerning the care, use, operation and maintenance of the cemetery as it shall deem necessary.
2. The mayor may, from time to time as the city council deems necessary, direct and publish a booklet of rules and regulations for the convenience of the purchasers of lots in the city cemetery. Such rules and regulations shall constitute a part of the terms and conditions under which owners and users may utilize the cemetery and shall form a supplement to this chapter after they have been adopted as official by resolution of the city council.
3. Any changes in the rules and regulations shall be adopted by the city council before such changes shall be official. (1982 Code § 8-237)

B. Lots Sold: Every lot or single grave sold is subject to rules and regulations that have been or may be adopted. The rules and regulations shall be subject to such changes as are found necessary for the protection of lot owners, the remains of the dead and the preservation of the cemetery. (1982 Code § 8-227)

C. Traffic Control:

1. The provisions of the city traffic ordinances relative to the operation of vehicles and conduct of pedestrians shall be in effect in the cemetery, except as herein otherwise modified by this chapter.
2. It shall be unlawful for any person to ride or drive within the city cemetery at a speed greater than five (5) miles per hour. (1982 Code § 8-230)

D. Children: Children under the age of eighteen (18) **Sixteen (16)** years shall not be allowed in cemeteries unless accompanied by their parents or other adults, except for the purposes of attending authorized funerals or, in the company of adults, placing flowers on

the grave of a deceased relative or friend, or performing any other customary evidence of respect in accordance with their religious principles. (1982 Code § 8-231)

E. Animals: No animal shall be allowed in any cemetery, except in the confines of a vehicle and must be at all times retained within the confines of said vehicle while the vehicle remains in the cemetery. (1982 Code § 8-232)

F. Decorum: Cemetery grounds are sacredly devoted to the interment and repose of the dead. Strict observance of decorum due such a place shall be required of all persons. (1982 Code § 8-233)

G. Errors In Opening Graves: Under no circumstances will the city assume responsibilities for errors in opening graves when orders are given by telephone. (1982 Code § 8-229)

H. Religious And Fraternal Organizations: The city may contract with religious and fraternal organizations to designate a reasonable portion of the cemetery in which burials may be restricted to members of such religious and fraternal organizations and their families. (1982 Code § 8-226)

I. Placement Of Flowers, Plants And Other Items Of Decoration: *All adornments should be placed on the headstone or in a prescribed receptacle within the concrete foundation of the headstone. Items should not be placed on or in the grass surrounding the headstone, thus allowing staff to trim and edge without incident or movement of items. Shepard hooks are allowed but are restricted to one per headstone. Adornments, including but not limited to potted plants, flags, floral wreaths, and flowers in vases are allowed, but will be removed without notice by cemetery employees when they become withered, discolored, torn, broken or vandalized.*

J. Holidays: *The city reserves the right to remove all flowers, plants or other items of decoration from the city cemetery grounds after seven (7) calendar days following any holiday or at such earlier time and/or other date if said flowers, plants or other items of decoration have died or become broken. The owner of all such flowers, plants or other items of decoration shall be responsible to remove the same within the above time periods if the owner desires to preserve such items; otherwise, all such items will be removed and disposed of by cemetery personnel. The city shall post notice of the date following each holiday on which it shall remove all flowers, plants and other items of decoration. (Ord. 2002-14, 12-18-2002)*

K. Temporary memorials: *Temporary memorials, including but not limited to potted plants, flags, floral wreaths and flowers in vases, will be removed without notice by cemetery employees when they become withered, discolored, torn, broken or vandalized. Funeral flowers will be allowed to remain for three (5) business days, after which cemetery employees may remove them based on the above criteria. Other temporary memorial items such as glass containers, wires, sticks, iron rods, pegs, ceramic pots or other containers that may pose safety hazards will be removed by cemetery employees.*

7-6-12: CARE AND MAINTENANCE; RIGHT TO ENTER:

The city reserves the right to enter upon any grave and to perform all work necessary for the care and upkeep of all lots and graves in its cemeteries. (1982 Code § 8-228)

Commented [D15]: Placement of Flowers, plants, and other items of decoration is limited to within the headstone base, as well as notifying the family that once these items become withered, discolored, torn, or broken, the staff has the right to remove them. This was allowed in the existing code under item J

Commented [D16]: We set the header to 'holidays,' but the rest of the text is what is in the code now. We crossed out the requirement to post a notice on the date following each holiday stating that staff would remove the flower/decoration, because the signage we post each year would get stolen and create a problem for staff. The way we have it now allows these items to be left longer until they weather, discolor, or become a maintenance issue.

Commented [D17]: We added item K, Temporary memorials, to let the family know that after (5) business days, once the flowers, wreaths, and other such decorations start to fade, discolor, become broken, or become a maintenance issue, they will be removed.

7-6-13: UNLAWFUL ACTS:

A. Injury To Property: It shall be unlawful:

1. For any person to tie or attempt to tie any horse, animal or motor vehicle to any monument, gravestone, tablet, marker, tree, shrub, fence or enclosure on the premises of the cemetery for the purpose of injuring, defacing or attempting the removal of same.
2. For any person to injure, deface, break, destroy or remove any headstone, tombstone, monument, tree, shrub or any other property in the cemetery. (1982 Code § 8-234; amd. 1998 Code)

B. Landscaping By Private Persons:

1. Except as provided by the rules and regulations of the city council, it shall be unlawful for any person to erect or maintain any fence, corner post, coping or boundary of any kind, to plant any vegetation upon any lot/*Burial plot* or lots/*Burial plots* lot or lots, street, alley or walk in the cemetery, ~~except as set forth in subsection B2 of this section, or to grade the ground or land thereof. The cemetery sexton shall, whenever required, furnish the true lines of any lots according to official survey, shall prevent and prohibit any markings of the same except by official landmarks, and shall prevent and prohibit any grading thereof that might destroy or interfere with the general slope of the land~~
2. ~~It shall be permitted to plant hard stem plants within the actual headstone area with a maximum of two (2) plants per headstone. Plants shall be planted no more than six inches (6") away from the headstone. If the *Plants that existed from the date of this passing Month _____ Day _____ Year _____* will be able to remain, but if plants remain unkempt for one year or grow too large, they may be removed by cemetery personnel. The city retains the right to determine when plants have grown too large.~~ (1982 Code § 8-235; amd. 1998 Code; Ord. 2002-14, 12-18-2002)

Commented [D18]: We have eliminated the ability to plant around the exterior of the base (which is allowed within the base) due to maintenance issues. Still, we do allow the existing plants to stay, but we set a time. As you can see, those who have planted the live plants are supposed to maintain them, 98% don't leave it up to the staff.

C. Placement Of Markers: It shall be unlawful for any person to erect, place or cause to be placed any marker or monument on any lot in the cemetery in violation of the rules and regulations promulgated by the city council regarding the placement, construction and design of all such markers. (1982 Code § 8-236)

7-6-14: PENALTY:

Any person violating any provision of this chapter shall be guilty of a class B misdemeanor and upon conviction thereof, subject to penalty as provided in section [1-4-1](#) of this code. (1998 Code)

