

AGENDA
PAROWAN CITY COUNCIL MEETING
March 26, 2015
Library Lounge, 16 South Main, 6:00 P.M.

1. Call Meeting to Order
2. Opening Ceremonies/Thought/Prayer – Mayor Landes
Pledge of Allegiance - Troop 343
3. Does anybody have any conflicts or personal interest in any matter on the agenda which needs to be declared?

CONSENT MEETING

4. Approval of Minutes (March 12, 2015 City Council Meeting)
5. Purchase Orders/Warrant Register

ACTION MEETING

6. Iron County Rest Home Hardship Agreement
7. Iron County Rest Home Upper Limit Agreement
8. Hardship Agreement with Utah Medicaid
9. Center Creek Power Plant Upgrade Change Order Number 1

WORK MEETING

10. 200 South Main Street Discussion – Jim McConnell, et al
11. Center Creek Change Order Discussion – Crossing Alteration
12. Events/Visitor Center Report – Jet Smith
13. Angled Parking Discussion – Ordinance 22.20.020
14. Rufus Building Discussion
15. Parowan City Pit Lease Discussion
16. Reciprocal Business License Ordinance Discussion
17. FY 2015 Budget Opening
18. Member Reports
19. Public comment & discussion - Two minute limit each
20. Adjourn

CERTIFICATE OF POSTING & FAXING

I hereby certify that on the 24th day of March, 2015 I posted a copy of the foregoing agenda at the Parowan City Office, Parowan City Library, on the State web site, on the City web site, and I faxed a copy to The Spectrum at 586-7471



Callie Bassett, City Recorder

NOTICE: *Persons with disabilities needing special assistance to participate in this meeting should contact the City Office at 477-3331 no later than 24 hours prior to the meeting.*

**PAROWAN CITY COUNCIL MEETING
MARCH 12, 2015
PAROWAN CITY LIBRARY, 16 S. MAIN, 4:00 P.M.**

MEMBERS PRESENT: Mayor Donald G. Landes, Councilmen, Alan Adams, Ben Johnson, Steve Weston, City Attorney Justin Wayment (arrived at 4:10 p.m.), City Recorder Callie Bassett

MEMBERS ABSENT: Councilmen Troy Houston, Steve Thayer, City Manager Shayne Scott

PUBLIC PRESENT: Chuck and Dottie Stade, John Bramall (Traditions H.C.), Cleve Matheson (Parowan City Zoning Officer), Chelsie Remund, Kaylie Orton, Dillon West, Liam Gardner, Aspen Hunter, Justice Walker, Jacob Dalton, Nik Bentley, Josh Ulrich, Jesse Higbee, J.D. Knowles, Bob Whitelaw, Brian Erickson, Darren Lauritzen, John Brammal

CALL TO ORDER: Mayor Landes called the meeting to order at 4:05 P.M.

OPENING CEREMONIES/THOUGHT/PRAYER – STEVE WESTON: Councilman Steve Weston offered the invocation. He then led the Council and the public in the Pledge of Allegiance.

DOES ANYBODY HAVE ANY CONFLICTS OR PERSONAL INTEREST IN ANY MATTER ON THE AGENDA WHICH NEEDS TO BE DECLARED?

Mayor Landes explained that he, Councilman Adams, and Mrs. Bassett are dressed in costume because they are participating in the community theater production of “1776” tonight.

CONSENT MEETING

**APPROVAL OF MINUTES (FEBRUARY 26, 2015)
PURCHASE ORDERS/WARRANT REGISTER**

Councilman Johnson asked if the sewer camera was a budgeted item. Mrs. Bassett said that it was.

Councilman Johnson moved to approve the consent agenda. Councilman Weston seconded the motion. All council members voted in favor of the motion. The motion carried.

PO #901	Intermountain Sales Inc.	\$12,000.00
PO #904	Scholzen Products	\$ 3,713.32
PO #905	AAA Mobile Storage & Sales	\$ 3,450.00

ACTION MEETING

**IRON COUNTY REST HOME HARDSHIP AGREEMENT:
IRON COUNTY REST HOME UPPER LIMIT AGREEMENT:
HARDSHIP AGREEMENT WITH UTAH MEDICAID:**

Councilman Johnson asked about the employee section of the transfer agreement. He said his understanding is that the City is not taking over the rest home employees. This agreement says "current operators shall terminate employment of each facility employee as of the transfer date." Mr. Brian Erickson asked if this is in the operations transfer agreement for the City to operate the facility. He said that in this agreement, then it would be that operations would be within the City, and so the employees would no longer be employees of the Iron County Nursing Home, they would be rehired and employed by the entity. Councilman Johnson asked if they would be Parowan City employees. Mr. Erickson said no, they wouldn't need to be. He said the City sets up an XYZ entity and then the entity employs the employee and could be structured to have its own set of benefits separate from the City.

Mayor Landes asked if the City would have the payroll for these employees and all of the insurance coverage. Mr. Erickson said no, the current operators would still do that. It would have to be defined in the agreement that the operation has changed, but that the City turns over the management to the current owners, and they handle those things. Councilman Johnson said that is what he understood – that the City wasn't going to own the rest home, only the rights to own the rest home, and then we would lease those rights back to the current owners. So the employees will work for the current owners and are not Parowan City employees.

City Attorney Justin Wayment said, however, that this is not what the agreement says. He said that the agreement says that the City is getting employees. Mr. Wayment said he wants the rest home and its employees to stay, but he has so much heart burn about this contract. He said that this contract says the City is purchasing the business. He said the lease says that we are leasing the property to whomever the next entity is that we are going to get, but before we could do this we would need to have the management agreement in place. He said the City wouldn't lease because the City doesn't own the property. He said he's not sure how this is going to work.

Mr. Erikson said that the City would be leasing the operation. Attorney Wayment said that the contract says the City would be leasing the premises. He said the premises would be the building. Mayor Landes asked if that could be changed to say that the City is only leasing the operation. Mr. Erickson said that the word "premises" is an error.

Attorney Wayment asked if this has to be passed today. He asked if he could get a copy of this agreement in Microsoft Word. Mr. Erickson said he sent a copy of this to Mr. Shayne Scott but he may not have gotten it before he left town. Mr. Wayment said he did not receive a copy of it. Mr. Erickson said they contact the attorney who drafted the agreement and got a copy of it late Tuesday afternoon which he then forwarded to Mr. Scott. Mr. Wayment asked who Mr. Erickson's attorney is. He said he is Barry Clarkson in St. George. Mr. Wayment asked if would be a problem if he spoke with Mr. Clarkson. Mr. Erickson said that would be fine.

Councilman Johnson said when he was finished going through the agreement, it looked to him like the City was purchasing the rest home. It is his understanding that the City will purchase the rights to run the rest home and the City would lease those rights back to the current owners. Mr. Erickson said this is correct. Mr. Wayment said he thought the City was purchasing the license, which is correct. He said, however, this agreement is actually the sale of the business in its entirety.

Mr. Erickson explained for this upper payment limit which they are attempting to do, the upper payment limit will only be distributed to entities that are owned by a non-state government entity – so a City or a County entity. The operations, which is the license to operate the building, is currently owned by Traditions Health Care, which does not meet those requirements. In order for them to get these additional funds from the federal government, they need to be owned by a non-state government entity. That is what the attempt of this agreement was, to sell the operational right of the nursing home to the City so they then own it, but they can have Traditions Health Care run it for them. So they need to have that transferred to the City so the City owns the operations of the nursing home, and it will be recognized by the State and Federal Government as Iron County Nursing Home, owner Parowan City.

Attorney Wayment asked if the City owns the nursing home or just the license. Mr. Erickson said they would own the operations, which is the license. Mr. Wayment asked if by owning the license the City has the right to enter into an agreement that allows Traditions Health Care to run all of the operations. In other words, by owning the license, does the City have to own employees at all? Mr. Erickson said the City would actually lease the operation back and then Traditions Health Care would be fully responsible for the employees and all of the operations. That why there is a lease. Traditions Health Care will pay the City a lease payment for the seed money that they will put forward for the license.

Councilman Johnson asked if by leasing the operational license back to Traditions Health Care, does the City assume any liability, debt, or anything associated with that as part of the operations. Mr. Wayment said potentially yes. The City would certainly be on line for the license. If Traditions Health Care did anything to violate the terms of the license, that would fall on the City's head. Mr. Erickson said this is true. Mr. Wayment said he is not concerned with this. We talk to our insurance, the insurance picks it up and the City is good. Mr. Erickson said they are also required to have their own insurance.

Councilman Johnson asked if this needs to be tabled. Attorney Wayment said he will get with Mr. Clarkson and go over the things that he thinks needs to be looked at and changed. One thing Mr. Wayment wants to be sure is included is an out clause for City in case things go terribly wrong.

Councilman Johnson moved to table the above three items. Councilman Adams seconded the motion. The Mayor called a special meeting to be held next Thursday, March 19th at 5:00 p.m. to approve these items. All council members voted in favor of the motion. The motion carried.

DEPARTMENT OF JUSTICE AGREEMENT – JUSTIN WAYMENT: Attorney Wayment said he detests signing this agreement. He said it is the epitome of our Federal Government. Mr. Scott said if it doesn't cost any money, sign it. But Mr. Wayment said there are a bunch of requirements that Mr. Scott is committing himself to, including special training within 90 days.

Mr. Wayment said that this agreement acknowledges that the City violated the ADA with regard to our hiring practices. The Mayor asked in what way. Mr. Wayment said our police application asked pre-interview whether or not the applicant has any physical impairments that would affect their ability to be a police officer. They said under the ADA that the City is not allowed to ask

this until the applicant has been given an offer of employment, and then, once the employment offer has been given, the City can rescind the offer based on the physical disability.

This application was on our website, and it's the only thing they could find against us. Mr. Wayment explained that we have a new website, the application is no longer on line, and we do all of our hiring through the State. They came back and said that our website was not friendly and did not accommodate those people who might be blind or deaf.

Mr. Wayment said we have to identify someone to be the supervisor and said that should be Mr. Scott. Training has to be supplied to him within 30 days. Councilman Johnson suggested Carmen Aldridge. She is the compliance officer at SUU for ADA. Mr. Wayment suggested that we keep our application off the website, and work through the State of Utah. The State of Utah can worry if they are in compliance with the ADA. Mr. Wayment said he doesn't mean to demean the ADA. He believes everyone should have a fair shot. He said this just does not make sense.

Councilman Weston said this does not make any common sense. He said he has a handicapped daughter and wants the best for her, but this is outrageous. It is unbelievable. Mr. Wayment agreed but said that if the City doesn't sign it, we could be sued by the federal government.

Mayor Landes asked who is supposed to sign it. Mr. Wayment said that it asks for his signature, but he can't sign for the City. It needs to be Mayor Landes' signature.

Councilman Johnson said he totally disagrees with this, but made the motion to approve the agreement with the Department of Justice. Councilman Adams said he totally disagrees as well, but seconded the motion. Mayor Landes said he more than totally disagrees, but asked for a vote. All council members voted in favor of the motion. The motion was carried.

PROPERTY DEED AGREEMENT WITH MEL LAMPH – JUSTIN WAYMENT: Mr. Lamph has decided he is not going to test the property. Attorney Wayment said he is fine with that. Mayor Landes said Mr. Lamph needs some kind of letter from the City. Mr. Cleve Matheson explained that Mr. Lamph wants to sign a document that the City drafts that says he indemnifies and holds the City completely un-responsible for anything that may or may not happen in the future, and he will sign that document.

Mr. Wayment said that the City understands that agreement has no force or affect. Councilman Johnson said he thinks the City has liability no matter what is going on. Mr. Wayment said that Mr. Lamph can sign anything he wants, but at the end of the day, if this property were contaminated and CIRCLA got a hold of it, they will go back through the chain of title and they will hit anyone who has ever owned it. It doesn't matter if they knew about it or not.

Councilman Weston asked if this is the case if we don't do this agreement with Mr. Lamph. Mr. Wayment said if the City owns it, we aren't ever going to do anything with it. So no one is ever going to go test it. He said he doesn't think there is anything wrong with it, but there were transformers on it which can be highly contaminating. We have no knowledge that they ever leaked, and we don't think they did. But if we give the property to Mr. Lamph and he starts

digging and runs into something, and the State comes in and tests it, then it is out of our control. Right now it is in our control, it won't ever be tested, and there won't ever be a problem. Mr. Wayment pointed out that the clean up at the place out by the freeway was \$625,000 for two weeks. These are the kind of costs we are talking about.

Councilman Johnson said even if the City owns that land and we never did anything with it, if a private citizen filed a complaint that we are being hazardous to the environment and required us to test it then we would still have to do something. Mr. Wayment said this is true. He is more than glad to prepare and indemnification agreement. Mayor Landes asked Mr. Wayment to call Mr. Lamph and tell him he is preparing this agreement.

Mr. Matheson added that the property in question has one feature going for it. It has a concrete pad that contained the basins that are always required. Wherever the transformers were sitting, they were on a concrete slab. Councilman Adams said that is good to know. Attorney Wayment asked if there are any cracks in that slab. Mr. Matheson said there are not any cracks.

Councilman Johnson moved to approve the property deed agreement with Mel Lamph, pending legal council's drafting of the indemnity agreement. Councilman Weston seconded the motion. All council members voted in favor of the motion. The motion carried.

WORK MEETING

BUILDING DEPARTMENT/PLANNING AND ZONING REPROT - CLEVE

MATHESON: Mr. Matheson report on the annual building reports. Last year was a relatively average year. He thinks this year we will exceed what we did last year. There were six brand new homes built, and two were built on homes that were taken down and rebuilt a new home in its place. There have already been 3 this year new homes, and he has on his desk approval for two more. Things are picking up a little. Mr. Matheson said these numbers do not reflect the building of the KB Express, but they do include the Family Dollar building. This report shows the property values and the trends.

Councilman Johnson asked about the graph chart. He pointed out that in 2014 we were down from 2013. Mr. Matheson said that is total permits – improvement to a meter or installment of meter generates a permit and is included in these numbers.

Councilman Johnson asked how Parowan's impact fees compare to other municipalities. Mr. Matheson said he hasn't done a comparison, but if it is any indication, the last two permit applicants have commented that they paid a lot less than what they thought they were going to pay. Councilman Johnson said he would be interested in hearing what other nearby City's impact fees are. Mr. Matheson said we have one addition that pushes our numbers a little higher when comparisons are made and that is we have our own power company which we charge impact fees for. Councilman Johnson said we would need to include Rocky Mountain Power's impact fees. He said we need to have a like for like comparison.

Councilman Johnson said the Economic Development committee is doing some branding right now, and impact fee comparison information would be very helpful. Mr. Matheson pointed out

that some charge time and material. Parowan charges a flat fee. Mayor Landes asked Mr. Matheson to get Rocky Mountain Power's impact and connection fees. The council would like to see the comparables.

The Council thanked Mr. Matheson for everything he does for the City.

PAROWAN CITY GRAVEL PIT: Councilman Johnson declared a conflict of interest which he did not do at the first of the meeting. Mr. Bob Evans is his uncle.

Attorney Wayment said he rewrote part of this. The only difference is it was written so the City can get out of it if necessary. He left it with a six month clause. He also clarified the right of access, etc. Mayor Landes said that Mr. Scott said Mr. Evans was alright with these changes.

Councilman Johnson suggested this item be move to the next action meeting.

MEMBER REPORTS:

Councilman Johnson reported the Economic Development committee is working on branding. They are going to bring in SUU marketing students to help with this. They are going to present at the next Economic Development meeting. Mr. Bob Whitelaw asked if the Economic Development meeting is an open meeting and if the public can show up. Councilman Johnson said yes, and that the meeting is held every first Tuesday at 5:30 p.m. in the conference room at State Bank. Mr. Whitelaw said he graduated in marketing and would like to help out if possible.

Councilman Adams said there was a meeting with the contractor and everyone involved with the penstock/hydro plant project and the bypass valve cost is higher than what they originally talked about. It was \$100,000 instead of \$80,000.

Councilman Weston said the Historical Preservation committee met on Wednesday. They discussed the demolition of the dairy and some demolition at the power plant. Both of these items were approved. It was recommended to take away the lean to that is on the power plant property. The Shade Tree Committee has been planning a tree planting service day. It falls within the boundaries of the 3rd and 4th LDS wards for the 23rd of May. They discovered that this is Memorial Day weekend and not a good weekend for the project. So they have invited the high school to participate and will have 150 youth come out on the May 13th. They will need help with adult supervision.

PUBLIC COMMENTS & DISCUSSION:

Molly Bates asked if the City has a Financial Analyst or anyone on staff that looks for correlations and trends to know what the significant events were that would possibly explain the drop in building permits. Councilman Weston said that is when the national economy tanked. Mr. Wayment said that all of Iron County tanked. Las Vegas got hit really badly through 2006-2008. We experienced residual effects. We run about a year and a half to two years behind Las Vegas and St. George. So we can watch them and see where we might be trending.

ADJOURNMENT: Councilman Johnson moved to adjourn the meeting. Councilman Adams seconded the motion. All council members voted in favor of the motion. The meeting was adjourned at 5:00 p.m.

Donald G. Landes, Mayor

Callie Bassett, City Recorder

DRAFT

CMS

PAROWAN CITY CORPORATION

5 SOUTH MAIN • P.O. BOX 576
PAROWAN, UT 84761-0576
(435) 477-3331

THIS ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES AND
SHIPPING PAPERS

TO Intermountain Sales Inc.
6041 S. Foxhills Drive
Zaylorsville, UT 84129
(801) 361-6628

PURCHASE ORDER
NO. 0901

DATE: 2-19-15

DELIVERY ADDRESS:

DEPARTMENT			ACCT. NO.		
Sewer collection / Treatment			541601 / INSPECTION CAMERA		
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
			Sewer Camera		12,000 ⁰⁰

Kelly Storos
DEPARTMENT HEAD
Calie Bassett
CITY RECORDER

Julie Scaris
CITY TREASURER
Shy Scott
CITY MANAGER

APPROVED BY CITY COUNCIL _____

PAROWAN CITY CORPORATION

5 SOUTH MAIN • P.O. BOX 576
PAROWAN, UT 84761-0576
(435) 477-3331

THIS ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES AND
SHIPPING PAPERS

TO SCHOLZEN PRODUCTS

PURCHASE ORDER

NO. 0904

DATE: 2/24/2015

DELIVERY ADDRESS:

DEPARTMENT			ACCT. NO.	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
ITEM NO.	QUANTITY	UNIT	DESCRIPTION		
			WATER METERS & SUPPLIES		\$3713.32

Kelly Howes
DEPARTMENT HEAD
Calie Barnett
CITY RECORDER

J. Deane
CITY TREASURER
Shy Scott
CITY MANAGER

APPROVED BY CITY COUNCIL _____



Scholzen Products
 548 West 100 North
 PO Box 628
 Hurricane, UT 84737
 Tel. 435-635-4441 Fax. 435-635-9403

INVOICE

Mailing Copy

OS: 030
 WR: 21
 LB: 75
 DB: 75

Invoice Number	6023117-00
Invoice Date	02/11/15
Page	1 of 1

Bill To: 102273 - (435)477-3331/
 PAROWAN CITY CORP
 ACCOUNTS PAYABLE
 P O BOX 576
 PAROWAN, UT 84761-0576

Ship To: 1
 PAROWAN CITY CORP
 5 SOUTH MAIN
 PAROWAN, UT 84761

Customer P.O.#	Ship Date	W/H	Instructions	Tax Code	Ship Via
	02/11/15	Scholzen Products - Hurricane		UTWASHHU	Orig Out

Line	Item #/Description/Comments	UM	Ordered	Shipped	Back Ordered	Unit Price	Amount
1	me3g 5/8" X 3/4" "3G " B12-A21-A01-0101A-1	EA	6	6	0	195.82	1174.92
2	ME013G 1" MASTER METER W/3G " REGISTER B16-A31-A01-010	EA	4	4	0	275.56	1102.24
3	FOST-GEORGE 72 5/8 X 3/4 X 15 SETTER W/DUAL C VBHC72-95166-01	EA	6	6	0	239.36	1436.16

Date Invoiced Received 2/23/2015
 Department Wats
 GL Code to be Paid _____
 Approval by Department Head JRS

COPY

Merchandise	Misc	Tax	Freight	Total Due
3713.32	.00	.00	.00	3713.32

Down Payment
 .00

Signature: Ray V Printed Name: _____

A REFUNDING CHARGE MAY BE ASSESSED ON RETURNED MERCHANDISE.
 TERMS OF SALE: Purchaser agrees to pay for the above merchandise at Hurricane, Utah on or before the 10th of the succeeding calendar month. Past due amounts are subject to financial charges of 2% per month. Purchaser further understands that Scholzen may retain counsel or a collection agency to pursue collection of all amounts owed and agrees to pay attorneys fees and collection costs, including the contingent fee charged by Scholzen's collection agents or counsel. Jurisdiction and venue shall be in the court of Scholzen's choice.

PAROWAN CITY CORPORATION

5 SOUTH MAIN • P.O. BOX 576
 PAROWAN, UT 84761-0576
 (435) 477-3331

THIS ORDER NUMBER MUST APPEAR
 ON ALL PACKAGES, INVOICES AND
 SHIPPING PAPERS

PURCHASE ORDER
 NO. 0905

DATE: 3-10-15

DELIVERY ADDRESS:

TO AAA MOBILE STORAGE AND SALES
 2234 W 400 N
 Cedar city ut 84720

160 W 200S

DEPARTMENT			ACCT. NO.	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
Fire Department			10 5738 3,000		
			10 5749 450		
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
			Coney Box for fireworks Required by State AFT		3450

Don Williams
 DEPARTMENT HEAD
Chloe Bassett
 CITY RECORDER

J. H. Davis
 CITY TREASURER
Shirley Smith
 CITY MANAGER

APPROVED BY CITY COUNCIL _____

CMS

**Parowan City
Check Register
General Checking - 02/25/2015 to 03/10/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
5 Star Life Insurance Company	25065	PR020615-3901	02/27/2015	156.07	5 Star Life Insurance	102245 - MISC/PAYROLL PAYAB
5 Star Life Insurance Company	25065	PR022015-3901	02/27/2015	156.07	5 Star Life Insurance	102245 - MISC/PAYROLL PAYAB
				\$312.14		
AFLAC	25066	PR020615-3750	02/27/2015	18.30	AFLAC after-tax	102253 - AMERICAN FAMILY LIF
AFLAC	25066	PR020615-3750	02/27/2015	61.08	AFLAC pre-tax	102253 - AMERICAN FAMILY LIF
AFLAC	25066	PR022015-3750	02/27/2015	18.30	AFLAC after-tax	102253 - AMERICAN FAMILY LIF
AFLAC	25066	PR022015-3750	02/27/2015	61.08	AFLAC pre-tax	102253 - AMERICAN FAMILY LIF
				\$158.76		
ALSCO-AMERICAN LINEN DIVISIO	25094	LSTG624260	03/06/2015	39.14	MAT CLEANING SERVICE	544026 - MAINTENANCE MATERI
ALSCO-AMERICAN LINEN DIVISIO	25094	LSTG624260	03/06/2015	39.15	MAT CLEANING SERVICE	544026 - MAINTENANCE MATERI
				\$78.29		
BEST DEAL SPRING, INC	25072	329046	02/27/2015	361.91	seat for '89 S2600 Dump Truck	106125 - REPAIR TO EQUIPMEN
BEST DEAL SPRING, INC	25072	329052	02/27/2015	5.82	transmission detent springs for '89 S 2600 Dump	106125 - REPAIR TO EQUIPMEN
				\$367.73		
BEV'S FLORAL & CRAFTS	25095	03022015	03/06/2015	17.00	MIXED FLOWERS - JETT/TOURISM	107222 - ADVERTISING
BEV'S FLORAL & CRAFTS	25095	03022015	03/06/2015	161.50	PAROWAN BIRTHDAY FLOWERS/ PODIUM PIE	107268 - SPECIAL CELEBRATIO
				\$178.50		
BIASI AUTOMOTIVE & DIESEL, INC	25073	30535	02/27/2015	163.75	TYLER URESK'S '13 RAM TRANSMISSION FLU	105425 - REPAIRS TO EQUIPME
BIASI AUTOMOTIVE & DIESEL, INC	25073	30588	02/27/2015	815.99	COBE AND TYLER'S TRUCK - '01 F-350 GLOW	514025 - REPAIR TO EQUIPME
BIASI AUTOMOTIVE & DIESEL, INC	25073	30595	02/27/2015	32.62	ALDO'S TRUCK - '01 F-250 PARKING BRAKE C	544025 - REPAIRS TO EQUIPME
BIASI AUTOMOTIVE & DIESEL, INC	25096	30602	03/06/2015	250.75	'01 F-250 PARKING BRAKE ASSEMBLY & REPL	544025 - REPAIRS TO EQUIPME
				\$1,263.11		
BONNEVILLE INDUSTRIAL SUPPL	25097	25455660-2	03/06/2015	5.75	SHOP SPLIT	106126 - MAINTENANCE, MATER
BONNEVILLE INDUSTRIAL SUPPL	25097	25455660-2	03/06/2015	5.75	SHOP SPLIT	514026 - MAINTENANCE MATERI
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BONNEVILLE INDUSTRIAL SUPPL	25097	2546365	03/06/2015	5.76	SHOP SPLIT	534026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2546365	03/06/2015	28.59	PUBLIC WORKS SPLIT	524026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2546365	03/06/2015	28.59	PUBLIC WORKS SPLIT	106126 - MAINTENANCE, MATER
BONNEVILLE INDUSTRIAL SUPPL	25097	2546365	03/06/2015	28.59	PUBLIC WORKS SPLIT	514026 - MAINTENANCE MATERI
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BONNEVILLE INDUSTRIAL SUPPL	25097	2546902	03/06/2015	12.63	SHOP SPLIT	524026 - MAINTENANCE MATERI
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BONNEVILLE INDUSTRIAL SUPPL	25097	2546902	03/06/2015	12.67	SHOP SPLIT	534026 - MAINTENANCE MATERI
				\$253.30		
CAL RANCH STORES	25074	4735/11	02/27/2015	9.99	UNIFORM SPLIT	514047 - UNIFORM ALLOWANCE
CAL RANCH STORES	25074	4735/11	02/27/2015	10.00	UNIFORM SPLIT	524047 - UNIFORM ALLOWANCE
CAL RANCH STORES	25074	4735/11	02/27/2015	10.00	UNIFORM SPLIT	544047 - UNIFORM ALLOWANCE
CAL RANCH STORES	25074	4735/11	02/27/2015	10.00	UNIFORM SPLIT	574047 - UNIFORM ALLOWANCE

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CAL RANCH STORES	25098	4786/11	03/06/2015	28.14	green & red equipment enamel and strainers	107026 - MAINTENANCE MATERI
				\$68.13		
CENTURY LINK	25075	414502242015	02/27/2015	14.27	CENTURY LINK SPLIT	105728 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	14.27	CENTURY LINK SPLIT	105828 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	14.27	CENTURY LINK SPLIT	106928 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	14.27	CENTURY LINK SPLIT	107128 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	14.27	CENTURY LINK SPLIT	108028 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	14.30	CENTURY LINK SPLIT	104228 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	28.54	CENTURY LINK SPLIT	104128 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	28.54	CENTURY LINK SPLIT	105928 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	35.68	CENTURY LINK SPLIT	574028 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	53.52	CENTURY LINK SPLIT	524028 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	53.52	CENTURY LINK SPLIT	544028 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	71.36	CENTURY LINK SPLIT	104328 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	71.36	CENTURY LINK SPLIT	105428 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	107.04	CENTURY LINK SPLIT	514028 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	178.40	CENTURY LINK SPLIT	534028 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.33	CENTURY LINK SPLIT	104228 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.33	CENTURY LINK SPLIT	105728 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.33	CENTURY LINK SPLIT	105828 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.33	CENTURY LINK SPLIT	106928 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.33	CENTURY LINK SPLIT	107128 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.33	CENTURY LINK SPLIT	108028 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.66	CENTURY LINK SPLIT	104128 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.66	CENTURY LINK SPLIT	105928 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.83	CENTURY LINK SPLIT	574028 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	1.24	CENTURY LINK SPLIT	524028 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	1.24	CENTURY LINK SPLIT	544028 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	1.63	CENTURY LINK SPLIT	104328 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	1.65	CENTURY LINK SPLIT	105428 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	2.48	CENTURY LINK SPLIT	514028 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	4.13	CENTURY LINK SPLIT	534028 - TELEPHONE
				\$730.11		
Child Support Services	25067	PR022015-4256	02/27/2015	535.38	Child Support Services	102245 - MISC/PAYROLL PAYAB
CODALE ELECTRIC SUPPLY, INC	25077	S5321471.001	02/27/2015	11.61	SHOP SPLIT	106126 - MAINTENANCE, MATER
CODALE ELECTRIC SUPPLY, INC	25077	S5321471.001	02/27/2015	11.61	SHOP SPLIT	514026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321471.001	02/27/2015	11.61	SHOP SPLIT	524026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321471.001	02/27/2015	11.61	SHOP SPLIT	544026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321471.001	02/27/2015	11.61	SHOP SPLIT	574026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321471.001	02/27/2015	11.64	SHOP SPLIT	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321566.001	02/27/2015	22.85	SHOP SPLIT	106126 - MAINTENANCE, MATER
CODALE ELECTRIC SUPPLY, INC	25077	S5321566.001	02/27/2015	22.85	SHOP SPLIT	514026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321566.001	02/27/2015	22.85	SHOP SPLIT	524026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321566.001	02/27/2015	22.85	SHOP SPLIT	544026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321566.001	02/27/2015	22.85	SHOP SPLIT	574026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321566.001	02/27/2015	22.90	SHOP SPLIT	534026 - MAINTENANCE MATERI

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CODALE ELECTRIC SUPPLY, INC	25077	S5322417.001	02/27/2015	67.76	EMT CONDUIT BENDER	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5324218.001	02/27/2015	40.09	SHOP SPLIT	106126 - MAINTENANCE, MATER
CODALE ELECTRIC SUPPLY, INC	25077	S5324218.001	02/27/2015	40.09	SHOP SPLIT	524026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5324218.001	02/27/2015	40.09	SHOP SPLIT	544026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5324218.001	02/27/2015	40.09	SHOP SPLIT	574026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5324218.001	02/27/2015	40.10	SHOP SPLIT	514026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5324218.001	02/27/2015	40.19	SHOP SPLIT	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5237655.001	03/06/2015	80.19	PHILIPS 30 PK & BOWERS 4-SW-EA-SPL 1GAN	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5326444.001	03/06/2015	610.50	LA LIGHTS / FLUORESCENT FIXTURE	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5327681.001	03/06/2015	12.94	SHOP SPLIT	106126 - MAINTENANCE, MATER
CODALE ELECTRIC SUPPLY, INC	25099	S5327681.001	03/06/2015	12.94	SHOP SPLIT	524026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5327681.001	03/06/2015	12.94	SHOP SPLIT	544026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5327681.001	03/06/2015	12.94	SHOP SPLIT	574026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5327681.001	03/06/2015	12.96	SHOP SPLIT	514026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5327681.001	03/06/2015	12.98	SHOP SPLIT	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328058.001	03/06/2015	2.07	SHOP SPLIT	106126 - MAINTENANCE, MATER
CODALE ELECTRIC SUPPLY, INC	25099	S5328058.001	03/06/2015	2.07	SHOP SPLIT	524026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328058.001	03/06/2015	2.07	SHOP SPLIT	544026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328058.001	03/06/2015	2.07	SHOP SPLIT	574026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328058.001	03/06/2015	2.08	SHOP SPLIT	514026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328058.001	03/06/2015	2.08	SHOP SPLIT	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328072.001	03/06/2015	-2.49	CREDIT	554025 - REPAIR TO EQUIPMEN
				\$1,293.59		
ELSTER GROUP NA	25123	9000054451	03/09/2015	18,720.00	SMA FEES JAN-DEC 2015	534055 - DATA PROCESSING
ENERLYTE, LLC	25100	6688	03/06/2015	142.00	enerlyte energy efficiency monthly service	534031 - PROFESSIONAL & TEC
FADS	25101	398180	03/06/2015	18.76	SHOP SPLIT	106126 - MAINTENANCE, MATER
FADS	25101	398180	03/06/2015	18.76	SHOP SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398180	03/06/2015	18.76	SHOP SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398180	03/06/2015	18.76	SHOP SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398180	03/06/2015	18.76	SHOP SPLIT	574026 - MAINTENANCE MATERI
FADS	25101	398180	03/06/2015	18.78	SHOP SPLIT	534026 - MAINTENANCE MATERI
FADS	25101	398303	03/06/2015	11.33	BAR CHAIN OIL	107057 - TREES
FADS	25101	398337	03/06/2015	1.63	SHOP SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398337	03/06/2015	1.64	SHOP SPLIT	106126 - MAINTENANCE, MATER
FADS	25101	398337	03/06/2015	1.64	SHOP SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398337	03/06/2015	1.64	SHOP SPLIT	534026 - MAINTENANCE MATERI
FADS	25101	398337	03/06/2015	1.64	SHOP SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398337	03/06/2015	1.64	SHOP SPLIT	574026 - MAINTENANCE MATERI
FADS	25101	398339	03/06/2015	2.17	SHOP SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398339	03/06/2015	2.19	SHOP SPLIT	106126 - MAINTENANCE, MATER
FADS	25101	398339	03/06/2015	2.19	SHOP SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398339	03/06/2015	2.19	SHOP SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398339	03/06/2015	2.19	SHOP SPLIT	534026 - MAINTENANCE MATERI
FADS	25101	398339	03/06/2015	2.19	SHOP SPLIT	574026 - MAINTENANCE MATERI
FADS	25101	398341	03/06/2015	11.56	HEX KEY SET	514026 - MAINTENANCE MATERI
FADS	25101	398375	03/06/2015	2.16	PUBLIC WORKS SPLIT	574026 - MAINTENANCE MATERI

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FADS	25101	398375	03/06/2015	2.18	PUBLIC WORKS SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398375	03/06/2015	2.18	PUBLIC WORKS SPLIT	106126 - MAINTENANCE MATERI
FADS	25101	398375	03/06/2015	2.18	PUBLIC WORKS SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398455	03/06/2015	1.72	SHOP SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398455	03/06/2015	1.74	SHOP SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398455	03/06/2015	1.74	SHOP SPLIT	106126 - MAINTENANCE MATERI
FADS	25101	398455	03/06/2015	1.74	SHOP SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398455	03/06/2015	1.74	SHOP SPLIT	534026 - MAINTENANCE MATERI
FADS	25101	398455	03/06/2015	1.74	SHOP SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398479	03/06/2015	10.14	HALOGEN BULB	574026 - MAINTENANCE MATERI
FADS	25101	398605	03/06/2015	0.72	PUBLIC WORKS SPLIT	105425 - REPAIRS TO EQUIPME
FADS	25101	398605	03/06/2015	0.72	PUBLIC WORKS SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398605	03/06/2015	0.72	PUBLIC WORKS SPLIT	106126 - MAINTENANCE MATERI
FADS	25101	398605	03/06/2015	0.72	PUBLIC WORKS SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398605	03/06/2015	0.72	PUBLIC WORKS SPLIT	574026 - MAINTENANCE MATERI
FADS	25101	398605	03/06/2015	0.74	PUBLIC WORKS SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398723	03/06/2015	12.19	SNAP RINGS, BARS LEAK HEAD GASKET	534025 - REPAIR TO EQUIPMEN
FADS	25101	398775	03/06/2015	171.65	ENGINE HEATER - FREEZE PLUG TYPE, RELA	106125 - REPAIR TO EQUIPMEN
FADS	25101	398776	03/06/2015	12.12	SHOP SPLIT	106126 - MAINTENANCE MATERI
FADS	25101	398776	03/06/2015	12.12	SHOP SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398776	03/06/2015	12.12	SHOP SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398776	03/06/2015	12.12	SHOP SPLIT	574026 - MAINTENANCE MATERI
FADS	25101	398776	03/06/2015	12.13	SHOP SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398776	03/06/2015	12.15	SHOP SPLIT	534026 - MAINTENANCE MATERI
FADS	25101	398897	03/06/2015	0.32	SHOP SPLIT	106126 - MAINTENANCE MATERI
FADS	25101	398897	03/06/2015	0.32	SHOP SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398897	03/06/2015	0.32	SHOP SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398897	03/06/2015	0.32	SHOP SPLIT	574026 - MAINTENANCE MATERI
FADS	25101	398897	03/06/2015	0.33	SHOP SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398916	03/06/2015	0.34	SHOP SPLIT	534026 - MAINTENANCE MATERI
FADS	25101	398916	03/06/2015	0.53	SHOP SPLIT	106126 - MAINTENANCE MATERI
FADS	25101	398916	03/06/2015	0.53	SHOP SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398916	03/06/2015	0.53	SHOP SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398916	03/06/2015	0.53	SHOP SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398916	03/06/2015	0.53	SHOP SPLIT	574026 - MAINTENANCE MATERI
FADS	25101	398964	03/06/2015	87.98	PRIMER, REDUCER	107026 - MAINTENANCE MATERI
FADS	25101	398971	03/06/2015	5.02	SHOP SPLIT	106126 - MAINTENANCE MATERI
FADS	25101	398971	03/06/2015	5.02	SHOP SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398971	03/06/2015	5.02	SHOP SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398971	03/06/2015	5.02	SHOP SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398971	03/06/2015	5.03	SHOP SPLIT	574026 - MAINTENANCE MATERI
FADS	25101	398971	03/06/2015	5.04	SHOP SPLIT	534026 - MAINTENANCE MATERI
FADS	25101	399040	03/06/2015	1.41	ADAPTER	107026 - MAINTENANCE MATERI
				\$574.75		
FIRST CHOICE INDUSTRIAL	25102	111073	03/06/2015	2.30	SHOP SPLIT	514026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111073	03/06/2015	2.32	SHOP SPLIT	106126 - MAINTENANCE MATERI

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FIRST CHOICE INDUSTRIAL	25102	111073	03/06/2015	2.32	SHOP SPLIT	524026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111073	03/06/2015	2.32	SHOP SPLIT	534026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111073	03/06/2015	2.32	SHOP SPLIT	544026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111073	03/06/2015	2.32	SHOP SPLIT	574026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111085	03/06/2015	9.06	SHOP SPLIT	106126 - MAINTENANCE, MATER
FIRST CHOICE INDUSTRIAL	25102	111085	03/06/2015	9.06	SHOP SPLIT	524026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111085	03/06/2015	9.06	SHOP SPLIT	544026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111085	03/06/2015	9.06	SHOP SPLIT	574026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111085	03/06/2015	9.08	SHOP SPLIT	514026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111085	03/06/2015	9.08	SHOP SPLIT	534026 - MAINTENANCE MATERI
				\$68.30		
H & R HOME CENTER	25103	A77197	03/06/2015	2.44	PIPE FITTINGS	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77204	03/06/2015	0.31	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77204	03/06/2015	0.31	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77204	03/06/2015	0.31	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77204	03/06/2015	0.31	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77204	03/06/2015	0.31	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77220	03/06/2015	0.33	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77220	03/06/2015	4.49	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77220	03/06/2015	4.50	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77220	03/06/2015	4.50	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77220	03/06/2015	4.50	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77220	03/06/2015	4.50	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77220	03/06/2015	4.50	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77235	03/06/2015	0.55	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77235	03/06/2015	0.55	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77235	03/06/2015	0.55	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77235	03/06/2015	0.55	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77235	03/06/2015	0.55	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77235	03/06/2015	0.56	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77333	03/06/2015	5.42	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77333	03/06/2015	5.42	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77333	03/06/2015	5.42	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77333	03/06/2015	5.42	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77333	03/06/2015	5.44	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77333	03/06/2015	5.44	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77335	03/06/2015	5.44	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77371	03/06/2015	-45.09	HYDRANT FAUCETS, BOILER DRAIN, PIPE FIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77421	03/06/2015	49.79	PAINT AND PAINT SUPPLIES FOR "1776"	107365 - EVENTS & PRODUCTIO
H & R HOME CENTER	25103	A77421	03/06/2015	1.48	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77421	03/06/2015	1.49	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77421	03/06/2015	1.49	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77421	03/06/2015	1.49	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77421	03/06/2015	1.49	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77421	03/06/2015	1.49	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77505	03/06/2015	0.58	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77505	03/06/2015	0.60	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77505	03/06/2015	0.60	SHOP SPLIT	524026 - MAINTENANCE MATERI

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H & R HOME CENTER	25103	A77505	03/06/2015	0.60	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77505	03/06/2015	0.60	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77505	03/06/2015	0.60	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226591	03/06/2015	5.64	KEYS FOR THEATER	107326 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226628	03/06/2015	1.01	SHOP SPLIT	106126 - MAINTENANCE, MATERI
H & R HOME CENTER	25103	B226628	03/06/2015	1.01	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226628	03/06/2015	1.01	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226628	03/06/2015	1.01	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226628	03/06/2015	1.02	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226628	03/06/2015	1.03	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226646	03/06/2015	1.42	BOLTS	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226678	03/06/2015	8.99	DUCT TAPE	107154 - STALLS
H & R HOME CENTER	25103	B226851	03/06/2015	0.62	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B226851	03/06/2015	0.63	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226851	03/06/2015	0.63	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226851	03/06/2015	0.63	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226851	03/06/2015	0.63	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226851	03/06/2015	0.63	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226894	03/06/2015	40.92	FLASHLIGHT, HEADLIGHT, BATTERIES	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227052	03/06/2015	10.79	HALO SPOT LIGHT	107026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227093	03/06/2015	9.26	VELCRO	107365 - EVENTS & PRODUCTIO
H & R HOME CENTER	25103	B227314	03/06/2015	43.07	TAPE RULE, LINEMAN'S PLIER, LOCKING PLIE	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227314	03/06/2015	43.08	TAPE RULE, LINEMAN'S PLIER, LOCKING PLIE	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227371	03/06/2015	1.41	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227371	03/06/2015	1.42	SHOP SPLIT	106126 - MAINTENANCE, MATERI
H & R HOME CENTER	25103	B227371	03/06/2015	1.42	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227371	03/06/2015	1.42	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227371	03/06/2015	1.42	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227371	03/06/2015	1.42	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227428	03/06/2015	0.15	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227428	03/06/2015	0.16	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B227428	03/06/2015	0.16	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227428	03/06/2015	0.16	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227428	03/06/2015	0.16	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227428	03/06/2015	0.16	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227436	03/06/2015	1.04	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227436	03/06/2015	1.05	SHOP SPLIT	106126 - MAINTENANCE, MATERI
H & R HOME CENTER	25103	B227436	03/06/2015	1.05	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227436	03/06/2015	1.05	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227436	03/06/2015	1.05	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227436	03/06/2015	1.05	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227443	03/06/2015	23.53	PIPE FITTINGS, SHOVEL	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227472	03/06/2015	9.88	VINYL PROTECTANT, GLASS CLEANER	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227491	03/06/2015	2.86	PUBLIC WORKS SPLIT	106126 - MAINTENANCE, MATERI
H & R HOME CENTER	25103	B227491	03/06/2015	2.88	PUBLIC WORKS SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227491	03/06/2015	2.88	PUBLIC WORKS SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227491	03/06/2015	2.88	PUBLIC WORKS SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227491	03/06/2015	2.88	PUBLIC WORKS SPLIT	574026 - MAINTENANCE MATERI

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H & R HOME CENTER	25103	B227704	03/06/2015	1.24	2 OUTLETS	107326 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227757	03/06/2015	22.48	UTILITY KNIFE, SHOVEL	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B227813	03/06/2015	2.87	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B227813	03/06/2015	2.87	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227813	03/06/2015	2.87	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227813	03/06/2015	2.87	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227813	03/06/2015	2.88	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227813	03/06/2015	2.88	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227817	03/06/2015	8.99	VIS TAPE RULE	107026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227862	03/06/2015	8.03	BOLTS, NUTS, WASHERS	107026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227914	03/06/2015	1.99	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B227914	03/06/2015	1.99	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227914	03/06/2015	1.99	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227914	03/06/2015	1.99	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227914	03/06/2015	2.00	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227914	03/06/2015	2.00	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227945	03/06/2015	23.63	ROPE	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228087	03/06/2015	0.63	SHOP SPLIT	108026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228087	03/06/2015	0.63	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B228087	03/06/2015	0.63	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228087	03/06/2015	0.63	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228087	03/06/2015	0.63	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228087	03/06/2015	0.64	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228087	03/06/2015	0.65	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228099	03/06/2015	5.41	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B228099	03/06/2015	5.41	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228099	03/06/2015	5.41	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228099	03/06/2015	5.41	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228099	03/06/2015	5.42	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228099	03/06/2015	5.42	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228139	03/06/2015	1.57	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B228139	03/06/2015	1.57	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228139	03/06/2015	1.57	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228139	03/06/2015	1.57	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228139	03/06/2015	1.57	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228146	03/06/2015	24.58	SAND PAPER	107026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B228216	03/06/2015	12.29	SAND PAPER	107026 - MAINTENANCE MATERI
				\$497.11		
HEALTH EQUITY	3031501	PR022015-4720	03/03/2015	250.00	HSA Savings Account EE	102249 - HEALTH SAVINGS ACC
HERO PLUMBING, LLC	25104	MAR-151108	03/06/2015	75.00	MEEK'S POND PORTABLE TOILET RENTAL	107026 - MAINTENANCE MATERI
JENSEN & SULLIVAN, LLC	25068	PR022015-5311	02/27/2015	345.54	Garnishment	102245 - MISC/PAYROLL PAYAB
JUDY SCHIERS	25078	02252015	02/27/2015	4.09	MAYOR'S CELL PHONE CASE - REIMBURSEM	104124 - OFFICE SUPPLIES AND
KOHLER CUSTODIAL	25079	0027	02/27/2015	15.00	CLEANING SPLIT	524031 - PROFESSIONAL & TEC
KOHLER CUSTODIAL	25079	0027	02/27/2015	15.00	CLEANING SPLIT	544031 - PROFESSIONAL AND T
KOHLER CUSTODIAL	25079	0027	02/27/2015	19.50	CLEANING SPLIT	105731 - PROFESSIONAL AND T

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KOHLER CUSTODIAL	25079	0027	02/27/2015	19.50	CLEANING SPLIT	106931 - PROFESSIONAL AND T
KOHLER CUSTODIAL	25079	0027	02/27/2015	19.50	CLEANING SPLIT	107531 - PROFESSIONAL & TEC
KOHLER CUSTODIAL	25079	0027	02/27/2015	19.50	CLEANING SPLIT	108031 - PROFESSIONAL & TEC
KOHLER CUSTODIAL	25079	0027	02/27/2015	30.00	CLEANING SPLIT	514031 - PROFESSIONAL & TEC
KOHLER CUSTODIAL	25079	0027	02/27/2015	30.00	CLEANING SPLIT	554031 - PROFESSIONAL & TEC
KOHLER CUSTODIAL	25079	0027	02/27/2015	30.00	CLEANING SPLIT	574031 - PROFESSIONAL AND T
KOHLER CUSTODIAL	25079	0027	02/27/2015	39.00	CLEANING SPLIT	105831 - PROFESSIONAL AND T
KOHLER CUSTODIAL	25079	0027	02/27/2015	90.00	CLEANING SPLIT	534031 - PROFESSIONAL & TEC
KOHLER CUSTODIAL	25079	0027	02/27/2015	97.50	CLEANING SPLIT	105431 - PROFESSIONAL AND T
KOHLER CUSTODIAL	25079	0027	02/27/2015	175.50	CLEANING SPLIT	104331 - PROFESSIONAL AND T
				\$600.00		
LANIER, LARRY	25080	02202015	02/27/2015	18.50	WITNESS FEE - CASE # 145200385	104245 - JURY AND WITNESS
LegalShield	25069	PR020615-3755	02/27/2015	12.95	Pre-Paid Legal	102245 - MISC/PAYROLL PAYAB
LegalShield	25069	PR022015-3755	02/27/2015	12.95	Pre-Paid Legal	102245 - MISC/PAYROLL PAYAB
				\$25.90		
MENELEY, JOANN	25081	02202015	02/27/2015	18.50	WITNESS FEE - CASE # 145200385	104245 - JURY AND WITNESS
MENELEY, RICHARD	25082	02202015	02/27/2015	18.50	WITNESS FEE - CASE # 145200385	104245 - JURY AND WITNESS
MICROMARKETING ASSOCIATES	25083	559985	02/27/2015	8.50	BOOK ON CD/CASES	107529 - CLEF GRANT EXPENDI
MICROMARKETING ASSOCIATES	25083	560118	02/27/2015	66.53	BOOKS	107529 - CLEF GRANT EXPENDI
MICROMARKETING ASSOCIATES	25083	560571	02/27/2015	197.92	BOOKS ON CD/CASES	107529 - CLEF GRANT EXPENDI
MICROMARKETING ASSOCIATES	25083	560987	02/27/2015	141.99	BOOKS ON CD	107529 - CLEF GRANT EXPENDI
				\$414.94		
MOSDELL SANITATION	25105	03022015	03/06/2015	434.64	DUMPSTER FEES	554031 - PROFESSIONAL & TEC
Mountain America Credit Union	25070	PR022015-3752	02/27/2015	755.00	Credit Union	102240 - CREDIT UNION PAYAB
MOUNTAIN WEST COMPUTERS	25084	44439	02/27/2015	94.00	video card for dua monitors, used 19" monitor for	104224 - OFFICE SUPPLIES AND
MOUNTAIN WEST COMPUTERS	25084	44469	02/27/2015	389.00	NOTEBOOK COMPUTER FOR ALICE HEIDENR	105926 - MAINTENANCE MATERI
MOUNTAIN WEST COMPUTERS	25106	44453	03/06/2015	75.00	WORK ON VON MELLOR'S COMPUTER	534031 - PROFESSIONAL & TEC
MOUNTAIN WEST COMPUTERS	25106	44604	03/06/2015	38.00	visitor's center keyboard and mouse	105926 - MAINTENANCE MATERI
MOUNTAIN WEST COMPUTERS	25106	44605	03/06/2015	145.00	DESKTOP, INK, MEMORY CARD	514024 - OFFICE SUPPLIES AND
MOUNTAIN WEST COMPUTERS	25106	44617	03/06/2015	729.00	NOTEBOOK, TRADE IN OLD LAPTOP, CARRYI	534024 - OFFICE SUPPLIES AND
MOUNTAIN WEST COMPUTERS	25106	44618	03/06/2015	29.00	cordless mouse - aido-water	514024 - OFFICE SUPPLIES AND
				\$1,499.00		
OMS	25085	02202015	02/27/2015	50.00	restitution from Bryant Coburn Case # 095201061	104235 - RESTITUTION
PACE'S CULLIGAN BOTTLED WAT	25107	70345	03/06/2015	9.95	WATER COOLER RENTAL	104261 - SUNDRY
PAROWAN TREASURER	25108	122003032015	03/06/2015	93.76	HERITAGE PARK	107027 - UTILITIES
PAROWAN TREASURER	25108	318303032015	03/06/2015	222.13	FIRE DEPARTMENT	105727 - UTILITIES
PAROWAN TREASURER	25108	318403032015	03/06/2015	36.94	PIONEER INDUSTRIAL PARK	106227 - UTILITIES
PAROWAN TREASURER	25108	410403032015	03/06/2015	55.25	AIRPORT	108527 - UTILITIES & MISCELLA
PAROWAN TREASURER	25108	410503032015	03/06/2015	120.98	AIRPORT RUNWAY LIGHTS	108527 - UTILITIES & MISCELLA
PAROWAN TREASURER	25108	4105103032015	03/06/2015	148.39	DOG POUND	105527 - UTILITIES
PAROWAN TREASURER	25108	411603032015	03/06/2015	80.51	PUBLIC WORKS 405 N MAIN	514027 - UTILITIES
PAROWAN TREASURER	25108	411703032015	03/06/2015	14.61	UTILITY SPLIT	574027 - UTILITIES

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PAROWAN TREASURER	25108	411703032015	03/06/2015	14.62	UTILITY SPLIT	524027 - UTILITIES
PAROWAN TREASURER	25108	411703032015	03/06/2015	29.18	UTILITY SPLIT	544027 - UTILITIES
PAROWAN TREASURER	25108	411703032015	03/06/2015	58.38	UTILITY SPLIT	514027 - UTILITIES
PAROWAN TREASURER	25108	411703032015	03/06/2015	58.38	UTILITY SPLIT	534027 - UTILITIES
PAROWAN TREASURER	25108	411703032015	03/06/2015	58.77	WATER SHOP - SCADA METER	514027 - UTILITIES
PAROWAN TREASURER	25108	411803032015	03/06/2015	352.55	ELECTRIC SHOP 405 N MAIN #2	107027 - UTILITIES
PAROWAN TREASURER	25108	4159003032015	03/06/2015	47.43	73 N MAIN	105927 - UTILITIES
PAROWAN TREASURER	25108	415903032015	03/06/2015	63.67	VISITOR'S CENTER	105927 - UTILITIES
PAROWAN TREASURER	25108	4159203032015	03/06/2015	79.67	VISITOR'S CENTER 73 N MAIN #3	105927 - UTILITIES
PAROWAN TREASURER	25108	419703032015	03/06/2015	20.96	UTILITY SPLIT	524027 - UTILITIES
PAROWAN TREASURER	25108	419703032015	03/06/2015	20.97	UTILITY SPLIT	574027 - UTILITIES
PAROWAN TREASURER	25108	419703032015	03/06/2015	41.89	UTILITY SPLIT	544027 - UTILITIES
PAROWAN TREASURER	25108	419703032015	03/06/2015	83.80	UTILITY SPLIT	514027 - UTILITIES
PAROWAN TREASURER	25108	419703032015	03/06/2015	83.80	UTILITY SPLIT	534027 - UTILITIES
PAROWAN TREASURER	25108	419803032015	03/06/2015	421.38	LIBRARY	107527 - UTILITIES
PAROWAN TREASURER	25108	421003032015	03/06/2015	252.82	THEATER	107327 - UTILITIES
PAROWAN TREASURER	25108	422603032015	03/06/2015	81.83	OLD ROCK CHURCH DUP	104927 - UTILITIES
PAROWAN TREASURER	25108	423003032015	03/06/2015	86.11	JESSE SMITH HOME	104927 - UTILITIES
PAROWAN TREASURER	25108	423003032015	03/06/2015	28.76	LIONS PAVILLION	107027 - UTILITIES
PAROWAN TREASURER	25108	610003032015	03/06/2015	99.97	SWIMMING POOL	106927 - UTILITIES
PAROWAN TREASURER	25108	614703032015	03/06/2015	47.88	CEMETERY WATER	108027 - UTILITIES
PAROWAN TREASURER	25108	614903032015	03/06/2015	1,198.70	MAIN CANYON WELL	514027 - UTILITIES
PAROWAN TREASURER	25108	615403032015	03/06/2015	95.60	CITY CHLORINATOR	574027 - UTILITIES
PAROWAN TREASURER	25108	618903032015	03/06/2015	19.51	BBALL FIELD	107027 - UTILITIES
PAROWAN TREASURER	25108	6189700303201	03/06/2015	274.77	EXB BUILDING	107127 - UTILITIES
PAROWAN TREASURER	25108	6189720303201	03/06/2015	17.92	RODEO GROUNDS	107127 - UTILITIES
PAROWAN TREASURER	25108	620003032015	03/06/2015	119.17	FAIR GR CON STAND	107127 - UTILITIES
PAROWAN TREASURER	25108	620003032015	03/06/2015	47.56	RACE TRACK WELL	574027 - UTILITIES
PAROWAN TREASURER	25108	751303032015	03/06/2015	10.75	MEEK'S POND	107027 - UTILITIES
PAROWAN TREASURER	25108	751803032015	03/06/2015	10.75	POWER PLANT	534027 - UTILITIES
PAROWAN TREASURER	25108	760403032015	03/06/2015	10.75	PI 100 S & MAIN	107027 - UTILITIES
PAROWAN TREASURER	25108	760503032015	03/06/2015	10.75	CHURCH SQ	107027 - UTILITIES
				\$4,621.62		
RAYMOND VANDEWEERD	25109	03042015	03/06/2015	2.12	super glue - reimbursement	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25086	6024747-00	02/27/2015	27.16	SHOP SPLIT	106126 - MAINTENANCE, MATER
SCHOLZEN PRODUCTS	25086	6024747-00	02/27/2015	27.16	SHOP SPLIT	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25086	6024747-00	02/27/2015	27.16	SHOP SPLIT	524026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25086	6024747-00	02/27/2015	27.16	SHOP SPLIT	544026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25086	6024747-00	02/27/2015	27.16	SHOP SPLIT	574026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25086	6024747-00	02/27/2015	27.20	SHOP SPLIT	534026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6022819-00	03/06/2015	191.17	SHOP SPLIT	106126 - MAINTENANCE, MATER
SCHOLZEN PRODUCTS	25110	6022819-00	03/06/2015	191.17	SHOP SPLIT	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6022819-00	03/06/2015	191.17	SHOP SPLIT	524026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6022819-00	03/06/2015	191.17	SHOP SPLIT	544026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6022819-00	03/06/2015	191.19	SHOP SPLIT	574026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6022819-00	03/06/2015	191.63	SHOP SPLIT	534026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6023117-00	03/06/2015	3,713.32	METERS AND SUPPLIES	514026 - MAINTENANCE MATERI

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Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
SCHOLZEN PRODUCTS	25110	6023336-00	03/06/2015	157.76	BLUE WATER SERVICE, TRACER WIRE	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6023473-00	03/06/2015	866.74	INSERT STIFFENERS, STOP GRIP JOINT, UNIO	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6023906-00	03/06/2015	816.27	FLANGED TEE, BLIND FLG, BOLT, NUT, GASK	574026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6024734-00	03/06/2015	438.86	INSERT STIFFENERS, UTILITY RINGS & COVE	574026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6024734-00	03/06/2015	438.87	INSERT STIFFENERS, UTILITY RINGS & COVE	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6025444-00	03/06/2015	215.23	meter supplies	574026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6025444-00	03/06/2015	215.24	meter supplies	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	HR03001835	03/06/2015	105.60	CYLINDER RENT	514026 - MAINTENANCE MATERI
				\$8,278.39		
SHAYNE SCOTT	25111	03032015	03/06/2015	13.44	MILEAGE REIMBURSEMENT - LPC	104323 - TRAVEL, MEALS AND L
SHAYNE SCOTT	25111	03032015	03/06/2015	53.76	MILEAGE REIMBURSEMENT - SUNRISE ENG.	534023 - TRAVEL, MEALS AND L
				\$67.20		
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	13.40	TELEPHONE SPLIT	104228 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	13.40	TELEPHONE SPLIT	105728 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	13.40	TELEPHONE SPLIT	105828 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	13.40	TELEPHONE SPLIT	106928 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	13.40	TELEPHONE SPLIT	107128 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	13.40	TELEPHONE SPLIT	108028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	26.80	TELEPHONE SPLIT	104128 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	26.80	TELEPHONE SPLIT	105928 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	33.50	TELEPHONE SPLIT	574028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	50.25	TELEPHONE SPLIT	524028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	50.25	TELEPHONE SPLIT	544028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	67.00	TELEPHONE SPLIT	104328 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	67.00	TELEPHONE SPLIT	105428 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	100.48	TELEPHONE SPLIT	514028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	167.49	TELEPHONESPLIT	534028 - TELEPHONE
				\$669.97		
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	0.25	OFFICE SUPPLIES SPLIT	104224 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	0.25	OFFICE SUPPLIES SPLIT	105824 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	0.25	OFFICE SUPPLIES SPLIT	106926 - MAINTENANCE MATERI
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	0.50	OFFICE SUPPLIES SPLIT	108026 - MAINTENANCE MATERI
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	0.50	OFFICE SUPPLIES SPLIT	104124 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	1.24	OFFICE SUPPLIES SPLIT	105926 - MAINTENANCE MATERI
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	1.74	OFFICE SUPPLIES SPLIT	105424 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	2.35	OFFICE SUPPLIES SPLIT	524024 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	2.35	OFFICE SUPPLIES SPLIT	544024 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	2.62	OFFICE SUPPLIES SPLIT	574026 - MAINTENANCE MATERI
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	3.92	OFFICE SUPPLIES SPLIT	554024 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	4.71	OFFICE SUPPLIES SPLIT	514024 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	5.23	OFFICE SUPPLIES SPLIT	534024 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25113	66497	03/06/2015	44.60	file folders	104224 - OFFICE SUPPLIES AND
				\$70.76		
SOUTHERN UTAH UNIVERSITY	25088	S0029109	02/27/2015	40.00	WATER LABS K201500187 & K201500188	514031 - PROFESSIONAL & TEC

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SOUTHWEST PUBLISHING	25114	8169	03/06/2015	60.00	NEWSLETTER SPLIT	104331 - PROFESSIONAL AND T
SOUTHWEST PUBLISHING	25114	8169	03/06/2015	60.00	NEWSLETTER SPLIT	107261 - SUNDRY
SOUTHWEST PUBLISHING	25114	8169	03/06/2015	60.00	NEWSLETTER SPLIT	514031 - PROFESSIONAL & TEC
SOUTHWEST PUBLISHING	25114	8169	03/06/2015	60.00	NEWSLETTER SPLIT	524031 - PROFESSIONAL & TEC
SOUTHWEST PUBLISHING	25114	8169	03/06/2015	60.00	NEWSLETTER SPLIT	534031 - PROFESSIONAL & TEC
				\$300.00		
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	749.83	FICA Medicare Tax	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	749.83	Medicare Tax - Employer	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	3,206.19	FICA Social Security Tax	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	3,206.19	Social Security Tax - Employer	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	4,180.64	FWT	102222 - FEDERAL WITHHOLDIN
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	44.33	FWT	102222 - FEDERAL WITHHOLDIN
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	62.06	FICA Medicare Tax	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	62.06	Medicare Tax - Employer	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	265.38	FICA Social Security Tax	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	265.38	Social Security Tax - Employer	102221 - FICA PAYABLE
				\$12,791.89		
THE GYM ON MAIN	25115	FEB 2015	03/06/2015	405.00	FEBRUARY MEMBERSHIP FEES	101590 - GYM MEMBERSHIP
TURN SECURE SHREDDING	25116	1817	03/06/2015	26.25	secure documents/shredding	104224 - OFFICE SUPPLIES AND
UAMPS	25117	03022015	03/06/2015	55,654.84	JANUARY 2015 POWER PURCHASE	534050 - POWER PURCHASE
URESK, TYLER & WHITNEY	25089	02202015	02/27/2015	18.50	WITNESS FEE - CASE # 148200402	104245 - JURY AND WITNESS
UTAH EDUCATION NETWORK / U	25118	15-0732	03/06/2015	204.90	GIGE ETHERNET WAN	107531 - PROFESSIONAL & TEC
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	20.39	122 - Tier 2 - Police 401K	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	70.16	401k Contributions (43) %	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	111.56	43 - 401K Loan	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	165.43	111 - Tier 2 Employee 457 %	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	187.99	111 - Tier 2 401k	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	200.00	401k Contributions (43) \$	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	208.33	Roth IRA	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	257.30	401k Contributions er (43)	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	305.78	122 - Tier 2 - Police Retirement	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	335.11	457 Employer % (15)	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	392.63	401k Contributions (15) \$	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	621.59	111 - Tier 2 Retirement	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	880.54	457 Plan %	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	922.66	401k Contributions (15) %	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	936.06	15 - 401K Loan	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	1,498.76	401k Contributions er (15)	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	1,553.80	122 - Tier 2 - Employer 401K	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	1,922.99	43 - Police Retirement	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	6,659.94	15 - State Retirement	102230 - RETIREMENT PAYABLE
				\$17,251.02		
UTAH STATE TAX COMMISSION	25071	PR020615-490	02/27/2015	2,142.14	SWT	102223 - STATE WITHHOLDING
UTAH STATE TAX COMMISSION	25071	PR022015-490	02/27/2015	2,160.49	SWT	102223 - STATE WITHHOLDING

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UTAH STATE TAX COMMISSION	25071	PR022515-490	02/27/2015	31.87	SWT	102223 - STATE WITHHOLDING
				\$4,334.50		
VON MELLOR	25119	02052015	03/06/2015	49.50	reimbursement for CDL - Von Mellor	524033 - EDUCATION AND TRAI
WARNER TRUCK CENTER	25120	527725-1	03/06/2015	124.90	TANK - GARBAGE TRUCK REPAIRS - Already p	554025 - REPAIR TO EQUIPMEN
WARREN LLOYD	25121	319400112.0304	03/06/2015	135.73	Deposit Refund: 319400112 - WARREN LLOYD	532135 - CUSTOMER DEPOSITS
WAXIE SANITARY SUPPLY	25090	75104995	02/27/2015	4,071.87	FLOOR SCRUBBER - FAIR BUILDING	107126 - MAINTENANCE MATERI
WHEELER MACHINERY CO	25091	SS000045022	02/27/2015	2,285.51	REPAIRS TO THE NEW GARBAGE TRUCK	554025 - REPAIR TO EQUIPMEN
WHEELER MACHINERY CO	25122	RS0000023995	03/06/2015	840.00	STUMP GRINDER FOR PHASE 1 TREE PLAN	107057 - TREES
WHEELER MACHINERY CO	25122	RS0000024016	03/06/2015	52.00	REPLACEMENT TEETH FOR STUMP GRINDER	107057 - TREES
				\$3,177.51		
WOLF, RALYNDA	25092	02242015	02/27/2015	100.00	RESTITUTION FROM JEREMY ROBINSON	104235 - RESTITUTION
WORKFORCE QA	25093	2015-02252	02/27/2015	16.66	consortium fees	514026 - MAINTENANCE MATERI
WORKFORCE QA	25093	2015-02252	02/27/2015	16.66	consortium fees	534026 - MAINTENANCE MATERI
WORKFORCE QA	25093	2015-02252	02/27/2015	16.67	consortium fees	524026 - MAINTENANCE MATERI
WORKFORCE QA	25093	2015-02252	02/27/2015	16.67	consortium fees	544026 - MAINTENANCE MATERI
WORKFORCE QA	25093	2015-02252	02/27/2015	16.67	consortium fees	554026 - MAINTENANCE MATERI
WORKFORCE QA	25093	2015-02252	02/27/2015	16.67	consortium fees	574026 - MAINTENANCE MATERI
				\$100.00		
				\$142,257.23		

Dated _____
 Mayor _____
 City Council: _____

 City Recorder _____
 City Treasurer _____

Traditions Health Care, Inc

CONTRACT TO PROVIDE MANAGEMENT FOR IRON COUNTY NURSING HOME

THIS CONTRACT, (the "Agreement") to provide management services to IRON COUNTY NURSING HOME the "Facility"), is hereby entered and made effective this ____ day of March, 2015, by and between PAROWAN CITY, a body politic (the "License Holder") and TRADITIONS HEALTH CARE, INC. and/or assigns (the "Management Firm" or "Managing Operator").

WHEREAS, the License Holder is the owner of all licenses and the operator of the ICNH, located at 69 E. 100 S. Parowan, UT 84761 (the "Facility") which is licensed by the State of Utah; and

WHEREAS, the License Holder requires significant assistance in operating and maintaining the Facility for care and rehabilitation services; and

WHEREAS, the License Holder and the Management Firm desire to enter into an agreement whereby the Management Firm will manage and operate the facility pursuant to the terms and conditions hereafter set forth; and

WHEREAS, the Management Firm is experienced in operating such facilities and is willing to manage the Facility on behalf of the License Holder, as an independent contractor, pursuant to such terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties hereto do agree as follows:

1. Scope of Work: The Management Firm shall have the responsibility and full authority to operate and maintain the Facility as a licensed Assisted Living facility in accordance with License Holder's ~~its~~ licenses, certifications, provider agreements and all applicable Federal and State and Local Laws and Regulations, and to provide all necessary services to insure that the Facility provides quality care to its residents. The Management Firm shall perform the following with respect to the Facility, as well as any other matters reasonably related thereto. Specifically, the Managing Operator hereby agrees to:

1.1. Recommend and oversee the work of licensed nursing home administrator for the day-to-day administration of the Facility. The cost of such administrator shall be an expense of the Management Firm-~~License Holder~~.

1.2. Deposit in the bank or banks and in operating accounts established in the Management Firm's name all funds received from the operations of the Facility. At least two signatures shall be required for all checks. All checks or other documents of withdrawal shall be signed by the administrator of the facility or his/her designee and at least one other person. Deposits may be

made by the administrator of the facility or his/her designee. Interest derived therefrom shall be that of ~~the Management Firm~~ Traditions Health Care.

1.3. Develop and implement an annual budget(s) for operations, capital outlay and cash requirements, which shall be submitted to the License Holder for approval. Approval shall not be unreasonably withheld, but which approval may be subject to and contingent upon, in whole or in part. The budget shall include funds sufficient to ~~compensate fully pay~~ the Management Firm for all work provided hereunder. Notwithstanding the same, if funds from Facility operations are insufficient to compensate Management Firm, then Management Firm's sole remedy shall be to terminate this Agreement upon ninety (90) days prior notice, by providing written notice to License Holder of its intent to terminate this Agreement. License Holder shall not be liable for any shortages of Funds as Management Firm is in charge of the financial decisions hereunder.

1.4. Assist in maintaining all licenses and certifications required for operation of the Facility.

1.5. Recruit, employ, train, promote, direct and consult with facility administration on matters concerning the termination of employment of personnel as needed for the operation of all departments and services of the Facility; and set salary levels, performance standards, personnel policies and employee benefits within applicable budgetary and regulatory limits; verify and confirm all employees are properly certified and/or licensed to work in the health care facility in accordance with the duties and responsibilities in which said employees are engaged. All employees of the Facility shall be employees of the ~~Management Firm~~ License Holder, and the costs shall be at the operating expense of the Facility.

1.6. Develop price and reimbursement schedules for the License Holder and set appropriate price schedules from government agencies and reimbursement schedules from third party paying agencies.

1.7. Use acceptable procurement practices, and purchase supplies and equipment under national and regional supply agreements. All such supplies and equipment so purchased shall ~~become~~ in the name of the License Holder and remain with the Facility in the event of termination of this Agreement. the property of the Management Firm.

1.8. Review and analyze the performance of ancillary services under contract to the Facility and assist in the negotiation of contractual arrangements therefore.

1.9. Establish and maintain books of account, using accounts and classifications consistent both with prevailing industry practice and those used by the Management Firm at other facilities managed by the Management Firm.

1.10. Prepare and deliver to the License Holder a monthly financial package which includes an income statement, balance sheet, year to date expense, monthly summary of cash flow (if the income statement is not on a cash basis), monthly check register, summary of sources of income, reconciled bank statement and a recap of monthly payroll within twenty one to thirty days after the close of each calendar month. The Management Firm shall annually prepare and deliver a report to the License Holder describing the operations, policies and any problems with respect to the Facility.

1.11. The books and records kept by the Management Firm for the Facility shall be maintained at the Facility for the purpose of providing services under this Agreement. The Management Firm shall make available to the ~~County or~~ License Holder, its agents, accountants, and attorneys upon reasonable notice and during normal business hours all books and records pertaining to the Facility. The Management Firm shall promptly respond to any questions of the License Holder with respect to such books and records and shall, upon request, confer with the License Holder at all reasonable times concerning the operation of the Facility.

1.12. Order, supervise and conduct a program of regular maintenance and repair of the Facility, and agree to deposit _____ % of the gross proceeds into building upgrades and improvements, in addition to the maintenance and repairs.

1.13. Coordinate all legal matters and proceedings with the attorney for the License Holder.

1.14. Work with the License Holder to maintain and pay for, in the Facility's name, a full range of adequate insurance coverage specifically including but not limited to:

1.14.1. A professional liability insurance policy covering the Facility and staff.

1.14.2. Liability insurance to protect the County and its investment.

1.14.3. Workers Compensation.

1.14.4. Professional liability insurance covering the Management Firm

1.14.5. Such other insurance to cover the Management Firm, ~~City~~county and any other person or entity as the County may designate.

1.15. Supervise and provide for the operation of food service facilities for the Facility.

1.16. Supervise and provide for or secure the operation of linen services for the Facility.

1.17. Supervise and provide for or secure all maintenance and upkeep of the external ground, parking, and walkway areas of the Facility.

1.18. Provide for the orderly payment of accounts payable, employee payroll taxes and insurance premiums and any other operating expenses incurred in operating the Facility.

1.19. ~~Help~~ institute proper standards and procedures for:

1.19.1. Admitting patients.

1.19.2. Charging patients for services.

1.19.3. Collecting the charges from patients or third parties.

1.20. Make periodic evaluations of the performance of all departments of the Facility and investigate and report to the License Holder any serious inconsistencies between expenditures and budget.

1.21. Implement all policies and procedures reasonably necessary for the operation of the Facility consistent with applicable regulations.

1.22. Ensure that the Facility maintains appropriate and sufficient contracts with third party providers that will provide sufficient services to the care center. Management Firm will utilize local vendors as much as possible, and which are most appropriate for the Facility to fulfill Management Firms' outside contract needs.

1.23. Encourage and foster a working relationship between the License Holder and authorize volunteer or auxiliary groups interested in providing support to the Facility.

1.24. Prepare and submit to the License Holder for review and execution all required cost reports for third party reimbursement sources. The cost of preparation of such reports will be an operating cost of the Facility.

1.25. Assume custody of all patient trust funds and deal with them in the fiduciary capacity required by law, ~~but~~ All responsibility and liability for such funds shall remain with the Management Firm and such persons entrusted with patient funds shall be properly bonded and insured against theft and embezzlement. ~~Facility.~~

2. Additional Services: The Management Firm shall actively utilize staff specialists in its employ or that of its associates in such areas as accounting, ~~budgeting,~~ ~~auditing,~~ computer services, dietary services, housekeeping, industrial engineering, legal, nursing, social services, recreation services, personnel, pharmaceutical, and purchasing systems. The Management Firm also will help with third party payments for services to the Facility when considered necessary by the Management Firm or upon the reasonable request of the License Holder. The time and cost of such personnel to assist in such services shall be included in the Management fee as defined below. Additional expenses must have prior approval by the License Holder.

3. Employees. The Management Firm shall engage directly all employees necessary for the operation of the Facility. Notwithstanding the foregoing, the Management Firm shall provide to the License Holder, upon written request, access to and the ability to review any and all employee records including payroll. As a material consideration for the entry of the License Holder to this Agreement is the representation that the Management Firm shall continue to employ residents of Iron County and specifically residents of Parowan to work in the Facility.

4. Management Fee. In exchange for the services as set forth herein, the License Holder hereby agrees to allow the Management Firm to retain all revenues generated from the operation of the Facility LESS the following:

4.1. The Management Firm shall pay to the License Holder the sum and amount of not less than said amounts contributed by License Holder toward funding the Facility plus and additional three (3.0%) of said contribution which is estimated to be an amount of approximately \$330,000.00 quarterly, said payments to which shall be paid to the License Holder over the next first four calendar months following License Holder's payment thereof. ~~the execution hereof.~~

4.2. The Management Firm shall thereafter pay to the License Holder a percentage of monthly gross revenues equal to ThreeOne Percent (3+0%) of all revenues collected by the Management Firm each month. The Management Firm reserves the right to pay the percentage set forth in the Paragraph on a quarterly basis in the event said revenue is less than \$10,000.00 per month.

4.3. As additional consideration, the License Holder hereby expressly agrees to lease to the Management Firm any and all licenses which are in any way associated with or used in the operation of the Facility. The License Holder further expressly agrees to transfer any and all such licenses to the Management Firm all such licenses upon the termination of this Management Agreement regardless of the cause thereof, upon full reimbursement of all funds expended or which remain outstanding or which are owing to License Holder at the time of termination.

5. Terms of the Contract. The Management Firm shall manage the Facility pursuant to this Agreement unless previously terminated as provided herein, for a term of five (5) years from the date hereof. Thereafter, this Agreement shall renew automatically for additional one (1) year periods each and every year thereafter, unless otherwise terminated pursuant to the terms of this Agreement. In the event the parties continue operating under this Agreement beyond the expiration of the stated term without formally extending the term as provided, this Agreement shall thereafter continue on a year-to-year basis. Notwithstanding the parties' right to terminate pursuant to Paragraph 5 below, this Agreement may be terminated by either party with or without cause, upon ninety (90) days prior written notice to the other party.

6. Termination. Either party may terminate the Agreement at any time for cause. The License Holder shall have cause for termination in the following events:

6.1. If the Management Firm defaults in the performance of any material covenant, agreement, term, or provision of this Agreement and such default continues for a period of sixty (60) days after written notice to the Management Firm from the License Holder stating the specific default.

6.2. Immediately, if the Management Firm should be adjudicated bankrupt by the court of competent jurisdiction. If Management Firm is adjudicated bankrupt, then License Holder shall have no obligation to surrender the License.

6.3. Immediately if: (I) the Facility's licenses, certifications or third party reimbursement agreements are suspended, terminated or revoked or (II) proceedings are commenced to suspend or revoke the Facility's licenses, certifications, or third party reimbursement agreements and Management Firm fails to take and vigorously contest such proceedings.

6.4. If the License Holder defaults in the performance of any material covenant, condition, term, or provision of this Agreement and such default continues for a period of sixty (60) days after written notice to the License Holder from the Management Firm stating the specific default.

7. Inspection by the License Holder. During the term hereof the License Holder shall at all times have the right to inspect all parts of the premises comprising the Facility and shall have the right to inspect and audit all books and records pertaining thereto.

8. Force Majeure and Indemnification. The Management Firm shall not be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, shortage, war, acts of God, failure of the License Holder to advance funds as required hereunder, or failure of the County to

advance funds as contemplated by the parties hereto, or any statute, regulation or rule of Federal, State or Local Government or any agency thereof.

9. Indemnifications.

9.1. The Management Firm hereby agrees to save, indemnify and hold the License Holder and its respective boards, directors, members, agents, representatives, employees, staff and affiliates harmless of and from any and all claims, suits, demands, actions, damages, losses, costs or expenses, including reasonable attorneys fees, arising out of or resulting from all acts or omissions to act by the Management Firm and for all of the Management Firm's defaults in complying with the terms and conditions of this agreement.

9.2. The License Holder hereby agrees to save, indemnify and hold the Management Firm harmless of and from any and all claims, suits, demands, actions, damages, losses, costs or expenses, including reasonable attorney's fees, arising out of or resulting from all acts by the License Holder and for all the License Holder's defaults in complying with the terms and conditions for this agreement.

9.3. The provisions of this section shall survive any termination or expiration of this Agreement.

10. Relationship Between Parties. The relationship of the Management Firm to the License Holder shall be that of independent contractors.

11. Funding of Costs and Expenses by the License Holder. In accordance with the approved budget, and subject to the County's allocation of sufficient budgeted funds, if needed to continue the License Holder's operation, the License Holder shall provide sufficient working capital for operation of the Facility and shall deposit same in the operating account of the Facility, in advance of the time required to be disbursed by the Facility. In accordance with the approved budget, the License Holder shall provide all funds necessary to pay all costs and expenses of operating the Facility which shall include all employment costs, such as payroll taxes, insurance, fringe benefits and related payroll costs of all employees of the Facility.

12. Approval by License Holder. The Management Firm shall submit from time to time, no less frequently than annually, a plan of operation for the Facility which shall set forth proposed staffing, budgets, programs and related matters which shall be submitted to the License Holder for approval before being implemented by the Management Firm.

13. Communication. The Management Firm shall, upon written request by the License Holder, make its employees available to the License Holder at reasonable times for the purpose of discussing the operation of the Facility and the manner in which the Management Firm is fulfilling its responsibilities hereunder.

14. Notice. Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be given in writing and directed as follows:

Management Firm:
Traditions Health Care, Inc.

License Holder:
Parowan City

616 S. River Road, Ste. 220
St. George, Utah 84790

69 E. 100 S.
Parowan, Utah 84761

Notices shall either be personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices or sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date of the delivery set forth in the return receipt.

15. Patient Funds. Management Firm shall provide the License Holder with an accounting of all funds belonging to patients at the Facility which are held by the Facility in a custodial capacity. Such accounting shall set forth the names of the patients for whom such funds are held and the amounts held on behalf of each such patient.

16. Assignment. Management Firm may at any time assign this Agreement to another party without the prior written consent of License Holder.

17. Counterparts and Facsimile Transmission. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or of any counterpart hereof, and the retransmission of any signed facsimile transmission hereof, shall be the same as delivery of an original.

18. Miscellaneous.

18.1. Merger. This writing contains the entire agreement between the parties with respect to all matters referred to herein and shall replace all previous agreements or terms. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns and cannot be modified or amended without the prior approval of all parties.

18.2. Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

18.3. Waiver. No waiver of any provision of this agreement shall be deemed a waiver of any other provision of this agreement at such time nor will it be deemed a waiver of such provision at any other time.

18.4. Severability. If any part of this Agreement is or shall be invalid or unenforceable for any reason, the same shall be deemed severable from the remainder hereof, and shall in no way effect or impair the validity of this Agreement, or any other portion thereof.

18.5. Cooperation. Both parties hereto agree to cooperate with each other in the resolution of any complaint arising in connection with the services provided under this Agreement. All complaints shall be resolved in accordance with the procedures established by mutual consent of the parties.

18.6. Authority: Each individual signing this Agreement warrants that the execution thereof has been duly authorized by the party for which he or she is signing. The execution and performance of this Agreement by each party has been duly authorized by all applicable laws and regulations and all necessary corporate action, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have had their names affixed thereto and attested by the proper officers the day and year first above written.

License Holder:
Parowan City, a body politic

Management Firm:
Traditions Health Care, Inc. a Utah corp.

Parowan City Mayor

John Bramall, President



UTAH DEPARTMENT OF HEALTH CONTRACT

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

1505102
Department Log Number

1. **CONTRACT NAME:** The name of this contract is Iron County Nursing Home to implement the SPA 4.19-D Section 926 for up to 12 months.
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

PAROWAN CITY
PO BOX 1508
UT 84761, PAROWAN

Vendor ID: VC0000107900
Commodity Code: 94842

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide a government-owned entity (that is not owned by the State) to permit the State match necessary to draw down the Federal match to support a higher daily rate as provided in Attachment 4.19-D of the Utah State Plan in Section 926 (Under-Served Areas).
4. **CONTRACT PERIOD:** The service period of this contract is 02/01/2015 through 01/31/2016, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$250,000.00 in accordance with the provisions of this contract. This contract is funded with 70% federal funds, 30% state funds, and 0% other funds. The CFDA # is 93.778 and relates to the federal funds provided.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR

Shayne Scott
(435) 477-3331
pcmanager@infowest.com

DEPARTMENT

Medicaid and Health Financing
Coverage and Reimbursement Policy
Steven Jones
(801) 538-6862
stjones@utah.gov

7. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Utah Department of Health General Provisions Sub-Recipient
Attachment B: Special Provisions

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations, or actions applicable to services provided herein.
- B. All Assurances and all responses to bids as provided by the CONTRACTOR.

9. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

Intentionally Left Blank

Contract with Utah Department of Health and PAROWAN CITY, Log # 1505102

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____ Date
Donald Landes
Mayor

By: _____ Date
Shari A. Watkins, C.P.A.
Director, Office of Fiscal
Operations

Attachment A

Utah Department Of Health General Provisions Sub-Recipient

I. CONTRACT DEFINITIONS

The following definitions apply in these general contract provisions:

“Assign” or “Assignment” means the transfer of all rights and delegation of all duties in the contract to another person.

“Business” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

“This Contract” means this agreement between the Department and the Sub-Recipient, including both the General Contract Provisions and the Special Provisions.

“The Sub-Recipient” means the person who delivers the services or goods described in this Contract, other than the state or the Department.

“Day” shall mean calendar day, unless otherwise specified.

“The Department” means the Utah Department of Health.

“Director” means the Executive Director of the Department or authorized representative.

“Equipment” means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals the lesser of (a) the capitalization level established by the Sub-Recipient for financial purposes, or (b) \$5,000.00, unless a different definition or amount is set forth in the Special Provisions or specific Department Program policy as described in writing to Sub-Recipient.

“Federal law” means the constitution, orders, case law, statutes, rules, and regulations of the federal government.

“Contract provisions” means those provisions of this Contract which are set forth under the heading “General Contract Provisions.”

“Governmental entity” means a federal, state, local, or federally-recognized Indian tribal government, or any subdivision thereof.

“Individual” means a living human being.

“Local health department” means a local health department as defined in § 26A-1-102, Utah Code Annotated, 1953 as amended (UCA.).

“Non-governmental entity” means privately held non-profit or for profit organization not classified as a “Governmental entity.”

“Person” means any governmental entity, business, individual, union, committee, club, other organization, or group of individuals.

“Recipient” means an individual who is eligible for services provided by the Department or by an authorized Sub-Recipient of the Department under the terms of this Contract.

“Services” means the furnishing of labor, time, or effort by a Sub-Recipient, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.

"Special provisions" means those provisions of this Contract which are in addition to the General Contract Provisions and which more fully describe the goods or services covered by this Contract.

"State" means the State of Utah.

"State law" means the constitution, orders, case law, statutes, and rules, of the state.

"Subcontract" means any signed agreement between the Sub-Recipient and a third party to provide goods or services for which the Sub-Recipient is obligated, except purchase orders for standard commercial equipment, products, or services.

"Secondary Sub-Recipient" means the person who performs the services or delivers the goods described in a subcontract.

II. AUTHORITY

UCA 63G-6a-101 et seq. and Titles 26, 26A, and related statutes give the Department the authority to enter into this contract. The Sub-Recipient represents that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project or services described in this Contract.

III. MISCELLANEOUS PROVISIONS

1. For reference clarity, as used in these general contract provisions: "ARTICLE" refers to a major topic designated by capitalized roman numerals; "SECTION" refers to the next lower numbered heading designated by arabic numerals, and "SUBSECTIONS" refers to the next two lower headings designated by lower case letters and lower case roman numerals.
2. These provisions distinguish between two Sub-Recipient types: Governmental and non-governmental. Unspecified text applies to both types. Type-specific statements appear in bold print (e.g., non-governmental entities only).
3. Once signed by the Director and the State Division of Finance, when applicable, and the State Division of Purchasing, when applicable, this Contract becomes effective on the date specified in this Contract. Changes made to the unsigned Contract document shall be initialed by both persons signing this Contract on page one. Changes made to this Contract after the signatures are made on page one may only be made by a separate written amendment signed by persons authorized to amend this Contract.
4. Neither party may enlarge, modify, reduce the terms, scope of work, nor dollar amount in this Contract, except by written amendment as provided in section 4.
5. This Contract and the contracts that incorporate its provisions contain the entire agreement between the Department and the Sub-Recipient. Any statements, promises, or inducements made by either party or the agent of either party which are not contained in the written Contract or other contracts are not valid or binding.
6. The Sub-Recipient shall comply with all applicable laws regarding federal and state taxes, unemployment insurance, disability insurance, and workers' compensation.
7. To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Sub-Recipient shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah. If the solicitation document has qualification requirements for the financial stability of the insurance company, these requirements must be met. The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:

- (1) Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
- (2) General Liability Insurance. Sub-Recipient must carry insurance with policy limits no less than one million per incident and three million in the aggregate. Sub-Recipient must provide proof of insurance to State and must add State as an additional insured with notice of cancellation.
- (3) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
- (4) Any other insurance described in the solicitation for this Contract, if applicable.

Any type of insurance or any increase of limits of liability not described in this Contract which the Sub-Recipient requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Sub-Recipient's own expense. The carrying of insurance required by this Contract shall not be interpreted as relieving the Sub-Recipient of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

8. The Sub-Recipient is an independent contractor having no authorization, express or implied, to bind the Department to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as an agent for the Department except as this contract allows. Compensation stated by this contract shall be the total amount payable to the Sub-Recipient by the Department. The Sub-Recipient shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from the Department for these contract services.

9. The Sub-Recipient shall maintain all licenses, permits, and authority, as required by law and this contract, necessary to accomplish its obligations under this Contract.

10. The Sub-Recipient shall obtain prior written Department approval before purchasing any equipment with contract funds.

11. Notice shall be in writing, directed to the contact person on page one of this Contract, and delivered by certified mail or by hand to the other party's most currently known address. The notice shall be effective when placed in the U.S. mail or hand-delivered.

12. The Department and the Sub-Recipient shall attempt to resolve contract disputes through available administrative remedies prior to initiating any court action.

13. The laws of Utah construe and govern this Contract. The Sub-Recipient submits to the jurisdiction of the courts of Utah for any dispute arising out of this Contract or out of breach of this Contract. The proper venue of any legal action arising under this Contract shall be in Salt Lake City, Utah.

14. Any court ruling or other binding legal declaration which declares that any provision of this Contract is illegal or void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

15. The Sub-Recipient agrees to maintain the confidentiality of records that it holds as agent for the Department as required by the Government Records Access and Management Act, UCA 63G-2-101 et. seq. and the confidentiality of records requirements of UCA Title 26 et. seq. The Sub-Recipient agrees that the Contract is a public document and may be available for distribution. Sub-Recipient gives the Department express permission to make copies of the Contract, related sales orders and invoices excluding client identifiable information, and the response to the solicitation in accordance with the Utah Government Records Access and Management Act. The permission to make copies takes precedence over any statements of confidentiality, proprietary information, copyright information, and similar notation.

16. The Sub-Recipient agrees to abide by Utah Executive Order 2006-0012, which prohibits all unlawful harassment in any workplace in which state employees and employees of public and higher education must conduct business.

17. The waiver by either party of any provision, term, covenant or condition of this Contract shall not be deemed to be a waiver of any other provision, covenant or condition of this Contract nor of any subsequent breach of the same or any other provision, term, covenant or condition of this Contract.

18. The right of the State to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Sub-Recipient, as well as any approval by the State, shall not be construed as relieving the Sub-Recipient from its professional and legal responsibility for services required under this Contract. No review by the State or any entity /user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the State of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Sub-Recipient shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the wrongful acts, errors and/or omissions of the Sub-Recipient or its subcontractors or sub-consultants at any tier, if any.

19. The Sub-Recipient agrees to warrant and assume responsibility for each hardware, firmware, and software product (hereinafter called the "product") that it licenses or sells to the Department per this Contract. The Sub-Recipient acknowledges that the Uniform Commercial Code applies to this Contract. In general, the Sub-Recipient warrants that: (1) the product shall do what the Sub-Recipient or a salesperson represented it would do; (2) the product shall satisfy all specific claims that the manufacturer or Sub-Recipient makes in advertisements; (3) the product shall be suitable for all ordinary purposes for which the product is ordinarily used; (4) if at the time of this Contract the Sub-Recipient had reason to know of special purposes for which the Department required the goods and that the Department relied on Sub-Recipient's skill or judgment to select or furnish suitable goods, the product shall be suitable for the special purposes; (5) the product has been properly designed and manufactured; and (6) the product has no significant defects or unusual problems about which the Department has not been informed. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

20. The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid for from State funds and used in the exercise of that entity's essential functions. If the items purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

21. The parties may amend, modify, or supplement this Contract only by written amendment executed by the parties and attached to the original, signed copy of the Contract.

22. Unless otherwise specified in this Contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Sub-Recipient. Responsibility and liability for loss or damage will remain with Sub-Recipient until final inspection and acceptance, when responsibility will pass to the Department, except as to latent defects, fraud and Sub-Recipient's warranty obligations.

23. The parties shall ship all orders promptly in accordance with the delivery schedule. The Sub-Recipient shall submit promptly invoices (within thirty (30) days of shipment or delivery of services) to the Department. The parties shall list the state contract number on all invoices, freight tickets, and correspondence related to the Contract. The prices paid by the Department shall be the prices listed in the Contract. The Department has the right to adjust or return any invoice reflecting incorrect pricing.

24. The Sub-Recipient shall release, indemnify, and hold the State of Utah and the Department and all officers, agents, and employees of the State of Utah and the Department harmless from all liability of any kind or nature, including, but not limited to, the Sub-Recipient's use of any copyrighted or non-copyrighted

composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of this Contract.

25. Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. The Department may terminate this contract after determining that the delay or default will likely prevent successful performance of the Contract.

26. By signing this contract, the Sub-Recipient acknowledges that it understands that it is illegal for any person who is interested in any way in the sale of a procurement item (including, but not limited to, any supplies, services, and construction) or insurance to a public entity to give, offer, or promise to give anything of value, including, but not limited to, money, a loan with below-market rates or terms, an award, employment, admission to an event, a meal, lodging, travel, or entertainment for which a charge is normally made to anyone involved in the procurement process or the administration of a current contract or to an individual the person knows is a family member of anyone involved in the procurement process or the administration of the current contract, pursuant to Utah Code § 63G-6a-2304.5, as amended.

27. Any terms or conditions provided by the Sub-Recipient that apply to this Contract must be in writing, attached to this Contract, and approved by both parties. No terms or conditions which are not in this Contract apply to this Contract, including, but not limited to, any terms listed or referenced on the Sub-Recipient's website and any terms listed in the Sub-Recipient's quotation or sales order. If there is any conflict between this Contract's terms or conditions, the order of precedence (listed in order of descending precedence) among the terms and conditions is: (1) Department General Provisions; (2) State of Utah Contract Signature Page(s); (3) Department Special Revisions; (4) Contractor Terms and Conditions.

28. The Sub-Recipient agrees to maintain the security and integrity of any electronic media that contains confidential data procured or used pursuant to the undertaking of this agreement. At the termination of this agreement the Sub-Recipient shall certify in writing that all such confidential data has been disposed of in such a manner that it cannot be recovered or recreated. If, as part of this agreement, the Department has provided the Sub-Recipient with any type of electronic data storage device, the Sub-Recipient shall return all devices to the Department at the termination of this agreement.

29. If the Sub-Recipient is a nonprofit corporation, the Sub-Recipient shall comply with the following provisions. The Sub-Recipient shall disclose to the Department whether it received 50% or more of its funds from federal, state and local government entities through contract or that its revenues or expenditures total more than \$500,000 in the previous fiscal year. The Sub-Recipient shall disclose whether it anticipates receiving 50% or more of its funds from federal, state and local government entities through contract or that its revenues or expenditures total more than \$500,000 in the fiscal year the grant is issued. If the Sub-Recipient is a nonprofit entity, the Sub-Recipient shall comply with the Nonprofit Entity Receipt of State Money Act in Utah Code Ann. 63J-9-101 et seq. The Sub-Recipient shall provide the Department an itemized report at least annually detailing the expenditure of state money. The Sub-Recipient shall include provisions for the financial oversight of the state money and for the compliance with state laws related to state money, procedures to designate an administrator who manages the state money and a procedure to dismiss the designated administrator. The Department may require the grantee to return an amount of money that is equal to the state money expended in violation of the terms of the section.

IV. UTAH INDOOR CLEAN AIR ACT

The Sub-Recipient shall ensure that all its personnel operating within Utah comply with the Utah Indoor Clean Air Act (UCA 26-38-1 et seq.), which prohibits smoking in enclosed public places.

V. RELATED PARTIES & CONFLICTS OF INTEREST

1. As used in this section, "related parties" means any person related to the Sub-Recipient by blood, marriage, partnership, common directors or officers, or 10% or greater direct or indirect ownership in a common entity. The Sub-Recipient shall not pay related parties for goods, services, facilities, leases, salaries, wages, professional fees, or the like for Contract expenses without the prior written consent of the Department. The Department shall consider the payments to the related parties as disallowed

expenditures and accordingly adjust the Department's payment to the Sub-Recipient for all related party payments made without the Department's consent.

2. The Sub-Recipient shall comply with the Public Officers' and Employees' Ethics Act, UCA 67-16-1 et seq., which prohibits actions that may create or that are actual or potential conflicts of interest. The Act also provides that, "No person shall induce or seek to induce any public officer or public employee to violate any provisions of this [Act]" (UCA 67-16-10). By signing this Contract, the Sub-Recipient represents that none of its officers, directors, or employees are officers, directors, or employees of the State of Utah, besides any officers, directors, or employees properly disclosed per UCA 67-16-8.

VI. OTHER CONTRACTS

1. The Department may perform additional work related to this Contract or award other contracts for such work. The Sub-Recipient shall cooperate fully with other Sub-Recipients, public officers, and public employees in scheduling and coordinating contract work. The Sub-Recipient shall give other Sub-Recipients reasonable opportunity to execute their work and shall not interfere with the scheduled work of other Sub-Recipients, public officers, and public employees.

2. The Department shall not unreasonably interfere with the Sub-Recipient's performance of its obligations under this Contract.

VII. SUBCONTRACTS & ASSIGNMENTS

The Sub-Recipient shall not assign, sell, transfer, subcontract, or sublet rights or delegate responsibilities under this Contract, in whole or part, without the prior written consent of the Department. The Department agrees that the Sub-Recipient may partially subcontract services, provided that the Sub-Recipient retains ultimate responsibility for performance of all terms, conditions and provisions of this Contract. When subcontracting, the Sub-Recipient agrees to use written subcontracts that conform to federal and state laws. The Sub-Recipient shall request Department approval for any assignment at least 20 calendar days prior to its effective date.

VIII. FURTHER WARRANTY

The Sub-Recipient represents that (a) all services shall be performed in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Contract shall be free from defects and shall conform to contract requirements. For any item that the Department determines does not conform with the warranty, the Department may arrange to have the item repaired or replaced, either by the Sub-Recipient or by a third party at the Department's option, at the Sub-Recipient's expense.

IX. INFORMATION OWNERSHIP Except for confidential medical records held by direct care providers, the Department shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. The Sub-Recipient may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the Department.

X. SOFTWARE OWNERSHIP

1. If the Sub-Recipient develops or pays to have developed computer software exclusively with funds or proceeds from this Contract to perform its obligations under this Contract, or to perform computerized tasks that it was not previously performing to meet its obligations under this Contract, the computer software shall be exclusively owned by or licensed to the Department. In the case of software owned by the Department, the Department contracts to the Sub-Recipient a nontransferable, nonexclusive license to use the software in the performance of this Contract. In the case of software licensed to the Department, the Department contracts to the Sub-Recipient permission to use the software in the performance of this Contract. This license or permission, as the case may be, terminates when the Sub-Recipient has completed its work under this Contract.

2. If the Sub-Recipient develops or pays to have developed computer software which is an addition to existing software owned by or licensed exclusively with funds or proceeds from this Contract, or to modify

software to perform computerized tasks in a manner different than previously performed, to meet its obligations under this Contract, the addition shall be exclusively owned by or licensed to the Department. In the case of software owned by the Department, the Department contracts to the Sub-Recipient a nontransferable, nonexclusive license to use the software in the performance of this Contract. In the case of software licensed to the Department, the Department contracts to the Sub-Recipient permission to use the software in the performance of this Contract. This license or permission, as the case may be, terminates when the Sub-Recipient has completed its work under this Contract.

3. If the Sub-Recipient uses computer software licensed to it which it does not modify or program to handle the specific tasks required by this Contract, then to the extent allowed by the license agreement between the Sub-Recipient and the owner of the software, the Sub-Recipient contracts to the Department a continuing nonexclusive license for either the Department or a different Sub-Recipient to use the software in order to perform work substantially identical to the work performed by the Sub-Recipient under this Contract. If the Sub-Recipient cannot contract the license as required by this section, then the Sub-Recipient shall reveal the input screens, report formats, data structures, linkages, and relations used in performing its obligations under this contract in such a manner to allow the Department or another Sub-Recipient to continue the work performed by the Sub-Recipient under this Contract.

4. The Sub-Recipient shall deliver to the Department a copy of the software or information required by this Article within 90 calendar days after the commencement of this Contract and thereafter immediately upon making a modification to any of the software which is the subject of this Contract.

XI. INFORMATION PRACTICES

1. **(Government entities only)** The Sub-Recipient shall establish, maintain, and practice information procedures and controls that comply with federal and state law including, as applicable, Utah Code § 25-1-1 *et seq* and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). The Sub-Recipient shall receive or request from the Department per this contract only information about an individual that is necessary to the Sub-Recipient's performance of its duties and functions. The Sub-Recipient shall use the information only for purposes of the Contract. The Department shall inform the Sub-Recipient of any non-public designation of any information it provides to the Sub-Recipient. If the Sub-Recipient has employees or contractors on-site such individuals will comply with the Department's confidentiality standards and policies, including, but not limited to, "Appropriate use of state-issued and privately owned information technology resources and personal mobile devices #5.01" and "Confidential Access and Confidentiality # 1.11".

2. **(Non-governmental entities only)** The Sub-Recipient shall establish, maintain, and practice information procedures and controls that comply with federal and state law including, as applicable, Utah Code § 25-1-1 *et seq* and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). The Sub-Recipient shall not release any information regarding any person from any information provided by the Department, unless the Department first consents in writing to the release. If the Sub-Recipient has employees or contractors on-site such individuals will comply with the Department's confidentiality standards and policies, including, but not limited to, "Appropriate use of state-issued and privately owned information technology resources and personal mobile devices #5.01" and "Confidential Access and Confidentiality # 1.11".

XII. INDEMNIFICATION

1. **(Governmental entities only)** It is mutually agreed that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this Contract. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.

2. **(Non-governmental entities only)** To the extent authorized by law, the Sub-Recipient shall indemnify and hold harmless the Department and any of its agents, officers, and employees, from any claims, demands, suits, actions, proceedings, loss, injury, death, and damages of every kind and

description, including any attorney's fees and litigation expenses, which may be brought, made against, or incurred by that party on account of loss or damage to any property, or for injuries to or death of any person, caused by, arising directly or indirectly out of, or contributed to in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Sub-Recipient or its employees, agents, or representatives, or Secondary Sub-Recipients or Sub-Recipient employees, agents, or representatives, in connection with, incident to, or arising directly or indirectly out of this Contract, or arising out of workers' compensation claims, unemployment, or claims under similar such laws or obligations. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

XIII. SUBMISSION OF REPORTS

If the Sub-Recipient is a local health department, it shall submit monthly expenditure reports to the Department in a format approved by the Department. All other Sub-Recipients shall submit monthly summarized billing statements to the Department. Expenditure reports and billing statements must be submitted to the Department within thirty (30) calendar days following the last day of the month in which the expenditures were incurred or the services provided.

XIV. PAYMENT

1. If a recipient, a recipient's insurance, or any third-party is responsible to pay for services rendered pursuant to this Contract, the Sub-Recipient shall bill and collect for the goods or services provided to the recipient. The Department shall reimburse total actual expenditures, less amounts collected as required by this section.

2. Under no circumstances shall the Department authorize payment to the Sub-Recipient that exceeds the amount specified in this Contract without an amendment to the Contract.

3. The Department agrees to make every effort to pay for completed services. Payments are conditioned upon receipt of applicable, accurate, and completed reports prepared by the Sub-Recipient and delivered to the Department. The Department may delay or deny payment for final expenditure reports received more than twenty (20) days after the Sub-Recipient has satisfied all Contract requirements.

4. By signing this contract, the Sub-Recipient acknowledges that the Department cannot make agreements for the payment of funds not yet appropriated by the Utah State Legislature or received from federal sources. If funding to the Department is reduced due to an order by the Legislature or the governor, or is required by state law, or if applicable federal funding is not provided to the Department, the Department shall reimburse the Sub-Recipient for products delivered and services performed through the date of cancellation or reduction, and the Department shall not be liable for any future commitments, penalties, or liquidated damages.

5. Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Sub-Recipient shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

XV. RECORD KEEPING, AUDITS, & INSPECTIONS

1. The Sub-Recipient shall use an accrual or a modified accrual basis for reporting annual fiscal data, as required by Generally Accepted Accounting Principles (GAAP). Required monthly or quarterly reports may be reported using a cash basis.

2. The Sub-Recipient, and any Secondary Sub-Recipients, shall maintain financial and operational records relating to contract services, requirements, collections, and expenditures in sufficient detail to document all contract fund transactions. The Sub-Recipient, and any Secondary Sub-Recipient, shall make and maintain all records necessary and reasonable for a full and complete audit, inspection, and

monitoring of services by state and federal auditors and Department staff during normal business hours or by appointment, until all audits and reviews initiated by federal and state auditors are completed, or for a period of six (6) years from the date of termination of this Contract, whichever is longer, or for any period required elsewhere in this Contract.

3. The Sub-Recipient shall retain all records which relate to disputes, litigation, and claim settlements arising from Contract performance or cost or expense exceptions initiated by the Director, until all disputes, litigation, claims, or exceptions are resolved.

4. The Sub-Recipient shall comply with federal and state regulations concerning cost principles, audit requirements, and contract administration requirements, cited in Table 1. Unless specifically exempted in this Contract's special provisions, the Sub-Recipient must comply with applicable federal cost principles and contract administration requirements if state funds are received. The Sub-Recipient shall also provide the Department with a copy of all reports required by Chapter 2a, Title 51, UCA. All federal and state principles and requirements cited in Table 1 are available on the Web at the addresses indicated. A Sub-Recipient who receives federal or state funds may be subject to federal and state reporting requirements. A Sub-Recipient who receives \$500,000 or more per year from federal sources may be subject to the federal single audit requirement. Counties, cities, towns, school districts, and all non-profit corporations that receive 50 percent or more of its funds from federal, state or local governmental entities are subject to the State of Utah Legal Compliance Audit Guide. Copies of required reports shall be sent to the Utah Department of Health, Bureau of Financial Audit, Box 144002, Salt Lake City, Utah 84114-4002.

Federal and State Principles and Requirements:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Documents Web Address
- CFRs <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>
- UCA <http://le.utah.gov/UtahCode/title.jsp>

XVI. CONTRACT ADMINISTRATION REQUIREMENTS:

The Sub-Recipient agrees to administer this Contract in compliance 2 CFR Part 200. Financial management, procurement, and affirmative step requirements specify that:

1. The Sub-Recipient must have fiscal control and accounting procedures sufficient to: a. permit preparation of reports required by this Contract, and b. permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

2. The Sub-Recipient's financial management systems must meet the following standards:

a. *Financial reporting.* Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of this Contract.

b. *Accounting records.* The Sub-Recipient must maintain records which adequately identify the source and application of funds provided for federally financially-assisted activities. These records must contain information pertaining to the Sub-Recipient's awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

c. *Internal control.* Effective control and accountability must be maintained for all Contract cash, real and personal property, and other assets. The Sub-Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

d. *Budget control.* Actual expenditures or outlays must be compared with budgeted amounts for the Contract. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in this

Contract. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

3. Federal OMB cost principles, federal agency program regulations, and the terms of Contract and Subcontract, and Contract agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

a. *Source documentation.* Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, Contract and Subcontract award documents, etc.

b. *Cash management.* Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the Department and the Sub-Recipient must be followed whenever advance payment procedures are used.

4. The Sub-Recipient shall use its own procurement procedures which reflect applicable state and local laws, rules, and regulations, provided that the procurements conform to applicable federal law and the standards identified in this contract.

a. The Sub-Recipient shall maintain a contract administration system which ensures that Secondary Sub-Recipients perform in accordance with the terms, conditions, and specifications of its Contracts or purchase orders.

b. The Sub-Recipient shall maintain a written code of standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Sub-Recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- i. the employee, officer or agent,
- ii. any member of his immediate family,
- iii. his or her partner; or
- iv. an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Department's and the Sub-Recipient's officer, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Sub-Recipients, potential Sub-Recipients, or parties to sub-agreements. The Department and the Sub-Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Department's or the Sub-Recipient's officers, employees, or agents, or by Secondary Sub-Recipients or their agents.

c. The Sub-Recipient's procedures shall provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

d. To foster greater economy and efficiency, the Sub-Recipient, if a governmental entity, is encouraged to enter into state and local intergovernmental agreements for procurement or use of common goods and services.

e. If allowed by law, the Sub-Recipient is encouraged to use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

f. The Sub-Recipient must enter agreements only with responsible Sub-Recipients possessing the ability to perform successfully under the terms and conditions of a proposed procurement.

g. The Sub-Recipient shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to the following:

- i. the rationale for the method of procurement,
- ii. selection of Contract type,
- iii. Sub-Recipient selection or rejection, and
- iv. the basis for the Contract price.

h. The Sub-Recipient may use time and material type Contracts only:

- i. after a determination that no other contract is suitable, and
- ii. if the Contract includes a ceiling price that the Sub-Recipient exceeds at its own risk.

i. The Sub-Recipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contract and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the Sub-Recipient of any contract responsibilities under its Contracts.

j. The Sub-Recipient shall have protest procedures to handle and resolve disputes relating to its procurements and shall in all instances disclose information regarding the protest to the federal funding agency. A protestor must exhaust all administrative remedies with the Department and the Sub-Recipient before pursuing a protest with the federal funding agency.

5. The Sub-Recipient shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime Sub-Recipient, if subcontracts are to be let, to take the affirmative steps listed in Article XVI, section 5, subsections a – e.

XVII. DEFAULT, TERMINATION, & PAYMENT ADJUSTMENT

1. Each party may terminate this Contract with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall send a notice, which meets the notice requirements of this Contract, citing the default and giving notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within ten (10) business days of the notice. If the default is not cured within the ten (10) days, the party giving notice may terminate this Contract forty-five (45) calendar days from the date of the initial notice of default or at a later date specified in the notice.

2. The Department may terminate this contract without cause, in advance of the specified termination date, upon thirty (30) calendar day's written notice to the Sub-Recipient.

3. The Department agrees to use its best efforts to obtain funding for multi-year Contracts. If continued funding for this Contract is not appropriated or budgeted at any time throughout the multi-year Contract

period, the Department may terminate this Contract upon sixty (60) calendar days' notice to the Sub-Recipient.

4. If funding to the Department is reduced due to an order by the Legislature or the governor, or is required by federal or state law, the Department may terminate this Contract or proportionately reduce the services and goods due and the amount due from the Department upon thirty (30) calendar day's written notice to the Sub-Recipient. If the specific funding source for the subject matter of this Contract is reduced, the Department may terminate this Contract or proportionately reduce the services and goods due and the amount due from the Department upon thirty (30) calendar days' written notice to the Sub-Recipient.

5. If the Department terminates this Contract, the Department may procure replacement goods or services upon terms and conditions necessary to replace the Sub-Recipient's obligations. If the termination is due to the Sub-Recipient's failure to perform, and the Department procures replacement goods or services, the Sub-Recipient agrees to pay the excess costs associated with obtaining the replacement goods or services.

6. If the Sub-Recipient terminates this Contract without cause, the Department may treat the Sub-Recipient's action as a default under this Contract.

7. The Department may terminate this Contract if the Sub-Recipient becomes debarred, insolvent, files for bankruptcy or reorganization proceedings, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under this Contract.

8. If the Sub-Recipient defaults in any manner in the performance of any obligation under this Contract, or if audit exceptions are identified, the Department may, at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or state funds as a result of the Sub-Recipient's failure to comply with federal regulations or state rules. In addition, the Department may withhold amounts due the Sub-Recipient under this Contract, any other current agreement between the Department and the Sub-Recipient, or any future payments due the Sub-Recipient to recover the funds. The Department shall notify the Sub-Recipient of the Department's action in adjusting the amount of payment or withholding payment. This Contract is executory until such repayment is made.

9. The rights and remedies of the Department enumerated in this article are in addition to any other rights or remedies provided in this Contract or available in law or equity.

10. Upon termination of the Contract, all accounts and payments for services rendered to the date of termination shall be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. If the Department terminates this Contract, the Sub-Recipient shall stop all work as specified in the notice of termination. The Department shall not be liable for work or services performed beyond the termination date as specified in the notice of termination.

11. Any of the following events may constitute cause for the Department to declare Sub-Recipient in default of the Contract: a. Nonperformance of Contract requirements; b. A material breach of any term or condition of this Contract. The Department shall issue a written notice of default providing a fifteen (15) day period in which Sub-Recipient will have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Sub-Recipient's liability for damages. If the default remains, after Sub-Recipient has been provided the opportunity to cure, the Department may do one or more of the following: c. Exercise any remedy provided by law; d. Terminate this Contract and any related agreements or portions thereof; e. Impose liquidated damages, if liquidated damages are listed in the Contract; f. Suspend Sub-Recipient from receiving future solicitations.

12. In the event of such termination, the Sub-Recipient shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Sub-Recipient

agrees that in the event of such termination for cause or without cause, Sub-Recipient's sole remedy and monetary recovery from the State is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Sub-Recipient having to terminate contracts necessarily and appropriately entered into by the Sub-Recipient pursuant to this Contract. Sub-Recipient further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Sub-Recipient under this Contract up to the date of termination are the property of the State and shall be promptly delivered to the State.

XVIII. FEDERAL REQUIREMENTS

The Sub-Recipient shall comply with all applicable federal requirements. To the extent that the Department is able, the Department shall give further clarification of federal requirements upon the Sub-Recipient's request. If the Sub-Recipient is receiving federal funds under this Contract, certain federal requirements apply. The Sub-Recipient agrees to comply with the federal requirements to the extent that they are applicable to the subject matter of this Contract and are required by the amount of federal funds involved in this Contract.

1. Civil Rights Requirements:

a. The Civil Rights Act of 1964, Title VI, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Health and Human Services regulation implementing this requirement is 45 CFR Part 80.

b. The Civil Rights Act of 1964, Title VII, (P.L. 88-352 & 42 U.S.C. § 2000e et seq.) prohibits employers from discriminating against employees on the basis of race, color, religion, national origin, and sex. Title VII applies to employers of fifteen or more employees, and prohibits all discriminatory employment practices.

c. The Rehabilitation Act of 1973, as amended, section 504, provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Health and Human Services regulation 45 CFR Part 84 implements this requirement.

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), prohibits unreasonable discrimination on the basis of age in any program or activity receiving federal financial assistance. The Health and Human Services regulation implementing the provisions of the Age Discrimination Act is 45 CFR Part 91.

e. The Education Amendments of 1972, Title IX, (20 U.S.C. §§ 1681-1683 and 1685-1686), section 901, provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. Health and Human Services regulation 45 CFR Part 86 implements this requirement.

f. Executive Order No. 11246, as amended by Executive Order 11375, relates to "Equal Employment Opportunity" (for all construction contracts and subcontracts in excess of \$10,000), and prohibits discrimination in employment decisions on the basis of race, color, religion, sex, or national origin. It also requires covered contractors to take affirmative action to ensure equal opportunity is provided in all aspects of their employment.

g. Americans with Disabilities Act of 1990, (P.L. 101-336), section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), prohibits discrimination on the basis of disability.

h. The Public Health Service Act, as amended, Title VII, section 704 and Title VIII, section 855, forbids the extension of federal support for health manpower and nurse training programs authorized under those titles to any entity that discriminates on the basis of sex in the admission of individuals to its training programs. Health and Human Services regulation implementing this requirement is 45 CFR Part 83.

i. The Public Health Service Act, as amended, section 526, provides that drug abusers who are suffering from medical conditions shall not be discriminated against in admission or treatment because of their drug abuse or drug dependence, by any private or public general hospital that receives support in any form from any federally funded program. This prohibition is extended to all outpatient facilities receiving or benefiting from federal financial assistance by 45 CFR Part 84.

j. The Public Health Service Act, as amended, section 522, provides that alcohol abusers and alcoholics who are suffering from medical conditions shall not be discriminated against in admission or treatment, solely because of their alcohol abuse or alcoholism, by any private or public general hospital that receives support in any form from any federally funded program. This prohibition is extended to all outpatient facilities receiving or benefiting from federal financial assistance by 45 CFR Part 84.

2. Confidentiality: The Public Health Service Act, as amended, sections 301(d) and 543, requires that certain records be kept confidential except under certain specified circumstances and for specified purposes. Confidential records include records of the identity, diagnosis, prognosis, or treatment of any patient that are maintained in connection with the performance of any activity or program relating to drug abuse prevention, i.e., drug abuse education, training, treatment, or research, or alcoholism or alcohol abuse education, training, treatment, rehabilitation, or research that is directly or indirectly assisted by the federal government. Public Health Service regulations, 42 CFR Parts 2 and 2a, implement these requirements.

3. Lobbying Restrictions: Lobbying restrictions per 31 U.S.C. § 1352, require the Sub-Recipient to abide by this section and to place the section's language in all of the Sub-Recipient's contracts:

a. No federal funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, contract, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the federal contract, contract, loan, or cooperative agreement, the Sub-Recipient shall complete and submit Federal Standard Form LLL, "Disclosure Form to report Lobbying," in accordance with its instructions.

c. The Sub-Recipient shall require that the language of this article be included in the award documents for all subcontracts and that Secondary Sub-Recipients shall certify and disclose accordingly.

4. Debarment, suspension or other ineligibility: The Sub-Recipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, associated with a terrorist organization, or excluded from participation in this contract by any governmental department or agency. The Sub-Recipient must notify the Department within 30 days in accordance with the notification requirements specified in Article III, section 11 of this contract if the Sub-Recipient has been debarred or

excluded by any governmental entity within the contract period. Debarment regulations are stated in Health and Human Services regulation 45 CFR Part 76.

5. Environmental Impact: The National Environmental Policy Act of 1969 (NEPA) (Public Law 91-190) establishes national policy goals and procedures to protect and enhance the environment. NEPA applies to all federal agencies and requires them to consider the probable environmental consequences of any major federal activity, including activities of other organizations operating with the concurrence or support of a federal agency. This includes contract-supported activities under this Contract if federal funds are involved. Additional environmental requirements include:

- a. The institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514;
- b. The notification of violating facilities pursuant to Executive Order 11738 (all agreements, contracts, and subcontracts in excess of \$100,000);
- c. The protection of wetlands pursuant to Executive Order 11990;
- d. The evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- e. The assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
- f. The conformity of federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
- g. The protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523),
- h. The protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205) and;
- i. The protection of the national wild and scenic rivers system under the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.).

6. Human Subjects: The Public Health Service Act, section 474(a), implemented by 45 CFR Part 46, requires basic protection for human subjects involved in Public Health Service contract supported research activities. Human subject is defined in the regulation as "a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual or identifiable private information." The regulation extends to the use of human organs, tissues, and body fluids from individually identifiable human subjects as well as to graphic, written, or recorded information derived from individually identifiable human subjects. The regulation also specifies additional protection for certain classes of human research involving fetuses, pregnant women, human in vitro fertilization, and prisoners. However, the regulation exempts certain categories of research involving human subjects which normally involve little or no risk. The exemptions are listed in 45 CFR Part 46.101(b). The protection of human subjects involved in research, development, and related activities is found in P.L. 93-348.

7. Sterilization: Health and Human Services and Public Health Service have established certain limitations on the performance of nonemergency sterilizations by Public Health Service contract-supported programs or projects that are otherwise authorized to perform such sterilizations. Public Health Service has issued regulations that establish safeguards to ensure that such sterilizations are performed on the basis of informed consent and that the solicitation of consent is not based on the withholding of benefits. These regulations, published at 42 CFR Part 50, Subpart B, apply to the performance of nonemergency sterilizations on persons legally capable of consenting to the sterilization. Federal financial participation is not available for any sterilization procedure performed on an individual

who is under the age of 21, legally incapable of consenting to the sterilization, declared mentally incompetent, or is institutionalized.

8. Abortions and Related Medical Services: Federal financial participation is generally not available for the performance of an abortion in a contract-supported health services project. For further information on this subject, consult the regulation at 42 CFR Part 50, Subpart C.

9. Recombinant DNA and Institutional Biosafety Committees: Each institution where research involving recombinant DNA technology is being or will be conducted must establish a standing Biosafety Committee. Requirements for the composition of such a committee are given in Section IV of *Guidelines for Research Involving Recombinant DNA Molecules*, (49 FR 46266 or latest revision), which also discusses the roles and responsibilities of principal investigators and contractor institutions. *Guidelines for Research Involving Recombinant DNA Molecules and Administrative Practices Supplement* should be consulted for complete requirements for the conduct of projects involving recombinant DNA technology.

10. Animal Welfare: The *Public Health Service Policy on Humane Care and Use of Laboratory Animals By Awardee Institutions* requires that applicant organizations establish and maintain appropriate policies and procedures to ensure the humane care and use of live vertebrate animals involved in research activities supported by Public Health Service. This policy implements and supplements the U.S. *Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training* and requires that institutions use the *Guide for the Care and Use of Laboratory Animals* as a basis for developing and implementing an institutional animal care and use program. This policy does not affect applicable state or local laws or regulations which impose more stringent standards for the care and use of laboratory animals. All institutions are required to comply, as applicable, with the Animal Welfare Act as amended (7 U.S.C. 2131 et seq.) and other federal statutes and regulations relating to animals. These documents are available from the Office for Protection from Research Risks (OPRR), National Institutes of Health, Bethesda, MD 20892, (301) 496-7005.

11. Contract Provisions: The Sub-Recipient must include the following provisions in its contracts, as limited by the statements enclosed within the parentheses following each provision:

a. Administrative, contract, or legal remedies in instances where Sub-Recipients violate or breach contract terms, and provides for such sanctions and penalties as may be appropriate. (Contracts other than small purchases. Small purchases involve relatively simple and informal procurement methods that do not cost more than \$100,000 in aggregate.)

b. Termination for cause and for convenience by the Sub-Recipient or Secondary Sub-Recipient including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

c. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by the Sub-Recipient and its Sub-Recipient or Secondary Sub-Recipients).

d. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subcontracts for construction or repair).

e. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), which sets requirements concerning minimum wages. (Construction contracts in excess of \$2,000 awarded when required by federal contract program legislation)

f. Compliance with the Contract Work Hours and Safety Standards Act, sections 103 and 107, (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part

5). (Construction contracts awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

g. Notice of the federal awarding agency requirements and regulations pertaining to reporting.

h. Notice of federal awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

i. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

j. Access by the Department, the Sub-Recipient, the federal funding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Sub-Recipient which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

k. Compliance with all applicable standards, orders, or requirements of the Clean Air Act, section 306 (42 U.S.C. 7606), the Clean Water Act, section 508, the Clean Water Act, section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Chapter 1 et seq.). (Contracts and subcontracts of amounts in excess of \$100,000).

l. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

12. **(Governmental entities only)** Merit System Standards: The Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763), requires adherence to prescribed standards for merit systems funded with federal funds.

13. Misconduct in Science: The United States Public Health Service requires certain levels of ethical standards for all PHS contract-supported projects and requires recipient institutions to inquire into, investigate and resolve all instances of alleged or apparent misconduct in science. Issues involving potential criminal violations must be promptly reported to the HHS Office of Inspector General. (See regulations in 42 CFR Part 93.)

14. Federal Funding Accountability and Transparency Act: The Sub-Recipient shall obtain a Dunn and Bradstreet Data Universal Numbering System (DUNS) number and maintain a current registration within the Central Contractor Registration (CCR), unless exempted from this requirement under 2 CFR 33.105(b) (2), until the Sub-Recipient has submitted the final financial report required under this award or receive the final payment, whichever is later. The Sub-Recipient shall include the requirements of this act in all subcontracts and require all Secondary Sub-Recipients to include the requirements of this act in their subcontracts.

XIX. STATE REVIEWS AND LIMITATIONS: The Department has the right to perform plan checks, plan reviews, other reviews, comment upon Contractor's services, and approve Contractor's services. This right does not relieve Sub-Recipient from its professional and legal responsibilities for services per the contract. No review, approval, acceptance, or payment by the Department or any entity or user for any services per the contract shall operate as a waiver by the Department of any of its rights per this contract or of any cause of action arising out of the performance or nonperformance of the contract; Sub-Recipient may be liable to the Department per applicable laws for all damages to the State of Utah for wrongful acts, error, or omissions of Sub-Recipient or its subcontractor or sub-consultants at any tier (if any).

XX. PERFORMANCE EVALUATION: The Department may conduct a performance evaluation of Sub-Recipient's services, including services performed by specific personnel of Sub-Recipient. The Department may make available to Sub-Recipient the results of all evaluations.

SPECIAL PROVISIONS

1. Parties

This contract is between the State of Utah acting by and through its DEPARTMENT of Health, hereinafter referred to as "DEPARTMENT" and Parowan City, hereinafter referred to as "CONTRACTOR." Together, the DEPARTMENT and CONTRACTOR shall be referred to as the "Parties."

2. Effective Date and Duration

The term of this Agreement shall be for one (1) year, from February 1, 2015 until January 31, 2016.

3. Covered Facilities

The terms of this contract cover the following facilities associated with the CONTRACTOR:

<u>Facility Name</u>	<u>Address</u>
IRON COUNTY NURSING HOME	69 EAST 100 SOUTH, Parowan, UT 84761

The parties may include additional covered facilities only by written amendment to this Contract.

If the CONTRACTOR sells, assigns, transfers, or no longer makes use of the facility listed in this section, the facility shall immediately cease as a covered facility under this Contract. The CONTRACTOR shall notify the DEPARTMENT's Reimbursement Unit within 30 calendar days of a sale, assignment, transfer, or termination of use of a facility listed in this section.

4. Definitions

"CONTRACTOR" means the "Subrecipient" or the person who delivers the services, goods, or State Share described in this Contract, other than the state or the Department

"FFP" means Federal Financial Participation

"IGT" means Inter Governmental Transfer

"NF" means Nursing Facility

"NSGO" means Non-State Government Owned

"State Share" means the non-federal share needed to draw FFP

5. Billing of State Matching Funds and Administrative Fee

The CONTRACTOR shall make IGTs of appropriated, non-Federal funds to the DEPARTMENT. The parties agree the IGTs are made voluntarily, and neither the State nor the CONTRACTOR has required the public entity to provide the funding through statute, rule, or otherwise. The amount of the IGTs shall include:

- A. The amount of the "State Share" of the differential between the calculated daily rate and the enhanced rate in accordance with 42 CFR §433.10, as amended. The parties agree and understand that the DEPARTMENT is required to have the CONTRACTOR's State Share in its

- administrative control prior to drawing down FFP, and
- B. An “Administrative Fee” as follows:
 The DEPARTMENT shall calculate the Administrative Fee as a percentage of the total Medicaid expenditures (State and Federal share) paid under this Contract for the fiscal year. The formula for determining the Administrative Fee is as follows:

<u>Fiscal Year Medicaid Payments</u>	<u>Fiscal Year Administrative Fee</u>
\$1 to \$500,000	3% of total
\$500,001 to \$1,000,000	\$15,000 and 2% of amount exceeding \$500,000
Greater than \$1,000,000	\$25,000 and 1% of amount exceeding \$1,000,000

Iron County Nursing Home shall receive from the DEPARTMENT the enhanced Medicaid daily rate in accordance with the Utah State Plan, Attachment 4.19-D, § 926.

6. Assurances of Payment Funding

The CONTRACTOR shall ensure that the funds provided to the DEPARTMENT in the IGT meet the requirements of 42 CFR 433, Subpart B, and are not derived from an impermissible source, including recycled Medicaid payments, Federal money precluded from use as the non-Federal share, impermissible taxes, and non-bona fide provider-related donations.

With its IGT the CONTRACTOR shall specify the source of the IGT funds (e.g., governmental taxes – State taxes, county taxes; governmental operations – revenue generated by a special services district or the State teaching hospital).

7. Timing of CONTRACTOR Payments

- A. Quarterly, the DEPARTMENT shall provide an invoice to the CONTRACTOR indicating the amounts of the non-Federal share and the amount of the Administrative Fee owed by the CONTRACTOR.
- B. The CONTRACTOR shall pay the DEPARTMENT the amount shown on the invoice within 30 days of the date of the invoice.

8. DEPARTMENT Payment Responsibilities

The DEPARTMENT shall determine the amount necessary to enhance the Medicaid daily rate, including both the State and Federal share, and shall make reasonable efforts to pay the CONTRACTOR the enhanced Medicaid daily rate no later than 45 days after the CONTRACTOR completes its IGT to the DEPARTMENT.

9. Effect on Other Medicaid Payments

Except as otherwise noted in this Contract, the DEPARTMENT agrees that payments under this Contract shall not affect in any way other Medicaid payments to which Iron County Nursing Home is entitled.

10. Severability

If any provision of this Contract is found to be invalid, illegal, or otherwise unenforceable, the unenforceability of that provision will not affect the enforceability of any other provision contained in this Contract, and the remaining portions of this Contract shall continue in full force and effect.

AM9

Date of Issuance: _____ Effective Date: 3.4.15
 Owner: City of Parowan Owner's Contract No.: _____
 Contractor: Blackburn & Associates Contractor's Project No.: _____
 Engineer: Sunrise Engineering, Inc. Engineer's Project No.: 04520
 Project: Center Creek Hydroelectric Power Plant Upgrades

The Contract is modified as follows upon execution of this Change Order:
 Description: Increase in price due to extra coordination and forklift rental required to offload generator.

Attachments: Contract Change Order & Revised Bid Schedule

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>319,643.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>319,643.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>2,370.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>322,013.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<p>RECOMMENDED:</p> <p>By: <u>[Signature]</u> Engineer (if required)</p> <p>Title: <u>Project Engineer</u></p> <p>Date: <u>3/4/15</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u>[Signature]</u> Contractor (Authorized Signature)</p> <p>Title: <u>President</u></p> <p>Date: <u>3/4/15</u></p>
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Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

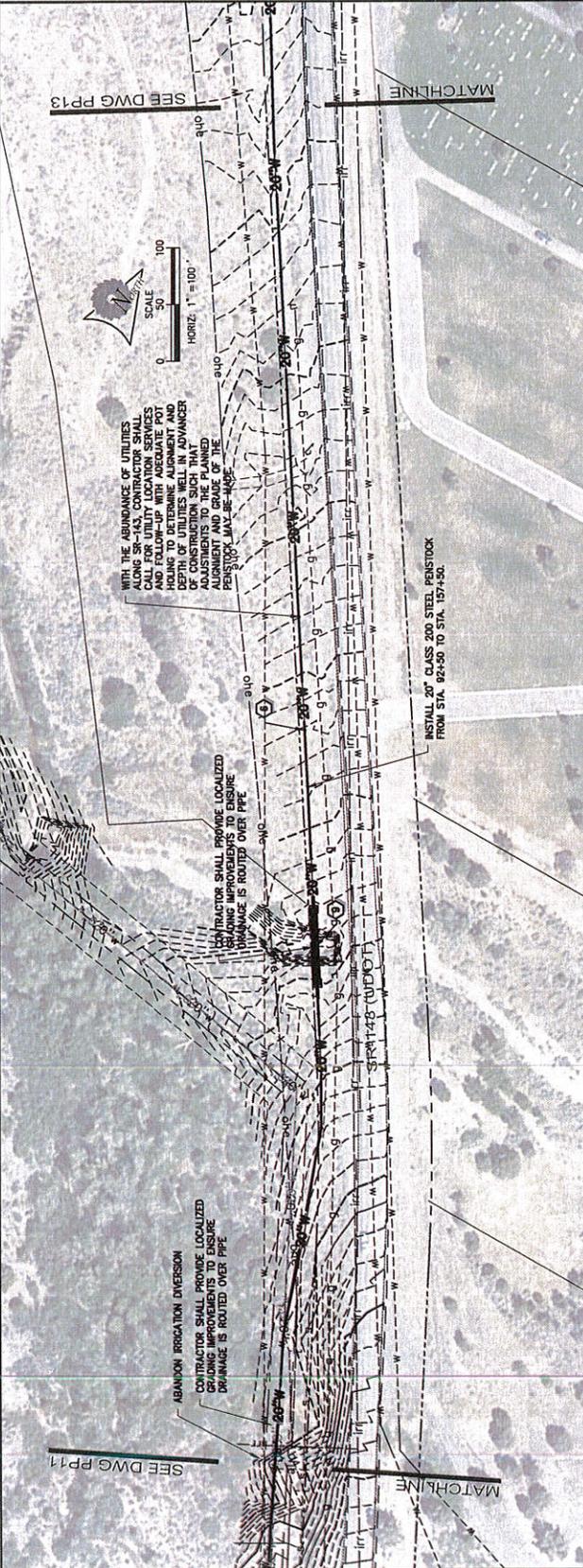
CONTRACT CHANGE ORDER					ORDER NO. 1	
CONTRACT FOR: Center Creek Hydroelectric Power Plant Upgrades					DATE: 3.4.2015	
OWNER: City of Parowan					PROJECT NO.	
CONTRACTOR: Blackburn & Associates						
You are hereby requested to comply with the following changes from the contract plans and specifications. The following Bid Items will be revised on the Contractor's Bid Schedule						
Bid Item	Description of Changes (Supplemental Drawings & Specifications Attached)	Qty	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
4A	Unload Equipment	1	LS	\$ 2,370.00	\$ -	\$ 2,370.00
TOTALS					\$ -	\$ 2,370.00
NET CHANGE IN CONTRACT PRICE						\$ 2,370.00
JUSTIFICATION:						
Bid Item No. 4A Increase in price due to extra coordination and forklift rental required to offload generator.						
The amount of the Contract will be increased/decreased by the sum of:					\$ 2,370.00	
					DOLLARS	
The Contract total including this and previous change orders will be:					\$ 322,013.00	
					DOLLARS	
The Contract period provided for completion will (increase)					N/A	
Previous Contract Total Cost:					\$ 319,643.00	
					DOLLARS	
This document will become a supplement to the Contract and all provisions will apply thereto.						
Requested (OWNER) _____				Date: _____		
Recommended (ENGINEER)  _____				Date: 3/4/15		
Accepted (CONTRACTOR)  _____				Date: 3/4/15		
Approved (Division of Water Resources) _____				Date: _____		

CITY OF PAROWAN
 CENTER CREEK HYDROELECTRIC POWER PLANT UPGRADES

NO.	ITEM	C.O.#	QTY	UNIT	Blackburn & Associates	
					UNIT PRICE	AMOUNT
BID ITEMS						
1	MOBILIZATION		1	LS	\$ 51,250.00	\$ 51,250.00
2	DEMOLITION		1	LS	\$ 36,894.00	\$ 36,894.00
2A	Foundation Demo		1	LS	\$ 10,000.00	
2B	Interior Demo		1	LS	\$ 5,000.00	
2C	Exterior Demo		1	LS	\$ 4,000.00	
2D	Roof & Chimney Demo		1	LS	\$ 5,894.00	
2E	Asbestos Abatement		1	LS	\$ 12,000.00	
3	POWERHOUSE FOUNDATION MODIFICATIONS		1	LS	\$ 19,305.00	\$ 19,305.00
3A	Exterior Foundation		1	LS	\$ 1,000.00	
3B	Interior Foundation		1	LS	\$ 15,305.00	
3C	Reinforcing Steel		1	LS	\$ 3,000.00	
4	INSTALLATION OF OWNER FURNISHED EQUIPMENT		1	LS	\$ 14,253.00	\$ 14,253.00
4A	Unload Equipment	1	1	LS	\$ 2,770.00	
4B	Set Equipment		1	LS	\$ 9,483.00	
4C	Level & Align		1	LS	\$ 2,000.00	
5	POWERHOUSE INTERIOR IMPROVEMENTS		1	LS	\$ 48,351.00	\$ 48,351.00
5A	Wall Framing		1	LS	\$ 8,000.00	
5B	Hollow Metal Doors & Hardware		1	LS	\$ 7,000.00	
5C	Windows		1	LS	\$ 8,000.00	
5D	Drywall		1	LS	\$ 8,500.00	
5E	Painting		1	LS	\$ 10,851.00	
5F	Grating		1	LS	\$ 3,000.00	
5G	Roll Up Doors		1	LS	\$ 3,000.00	
6	POWERHOUSE EXTERIOR IMPROVEMENTS		1	LS	\$ 11,880.00	\$ 11,880.00
6A	Masonry Restoration		1	LS	\$ 2,880.00	
6B	Roofing		1	LS	\$ 9,000.00	
7	POWERHOUSE ELECTRICAL		1	LS	\$ 63,000.00	\$ 63,000.00
7A	Underground		1	LS	\$ 21,000.00	
7B	Rough & Gear		1	LS	\$ 21,000.00	
7C	Finishing		1	LS	\$ 21,000.00	
8	POWERHOUSE MECHANICAL		1	LS	\$ 10,000.00	\$ 10,000.00
9	GENERATOR COOLING SYSTEM		1	LS	\$ 14,300.00	\$ 14,300.00
10	PENSTOCK CONNECTION		1	LS	\$ 32,780.00	\$ 32,780.00
10A	Materials		1	LS	\$ 14,000.00	
10B	Labor		1	LS	\$ 14,780.00	
10C	Foundation Repair		1	LS	\$ 4,000.00	
11	INSTRUMENTATION		1	LS	\$ 20,000.00	\$ 20,000.00
					TOTAL	\$ 322,013.00

WM 11

- GENERAL NOTES:**
- CONTRACTOR SHALL PRESERVE EXISTING UTILITIES AND SURFACE IMPROVEMENTS IN PLACE. WHERE UNBARRIRED DISCONTINUANCE IS NECESSARY, CONTRACTOR SHALL RESTORE IMPROVEMENTS TO EQUAL OR BETTER CONDITION.
 - NOT ALL EXISTING UTILITIES ARE SHOWN ON THIS PLAN. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, AND REPORT ANY DISCONTINUITIES TO THE OWNER.
 - CONTRACTOR SHALL MAINTAIN CONTIGUOUS POSTING OR BEHIND SUPPLIES BETWEEN ALL VALVES AND DRAIN VALVE PORTS. THIS MAY REQUIRE EXCAVATION DEPTHS BEYOND THOSE ILLUSTRATED IN THE DRAWINGS FOR SHORT SECTIONS.
 - CONTRACTOR SHALL GRADE LOCALIZED DRAINAGE SWALES, DITCHES, ETC. TO DRAIN PROPERLY OVER THE PENSTOCK AND SHALL ELIMINATE POTENTIAL FOR PONDING ON THE UPBELL SIDE OF THE PENSTOCK.
 - ALL PIPE BEDDING AND BACKFILL SHALL BE IMPORTED OR SCREENED TO MEET THE REQUIREMENTS OF THE PROJECT SPECIFICATIONS.
 - CONTRACTOR SHALL COORDINATE WITH POWER AND TELEPHONE COMPANIES FOR POLE SUPPORT AND OUT WIRE MODIFICATIONS WHERE NECESSARY DURING EXCAVATION.
 - CONTRACTOR SHALL COORDINATE WITH OWNER'S UTILITY PROGRAM FOR LOCATING WATER, SEWER, AND OTHER SERVICE LATERALS IN CITY STREETS.

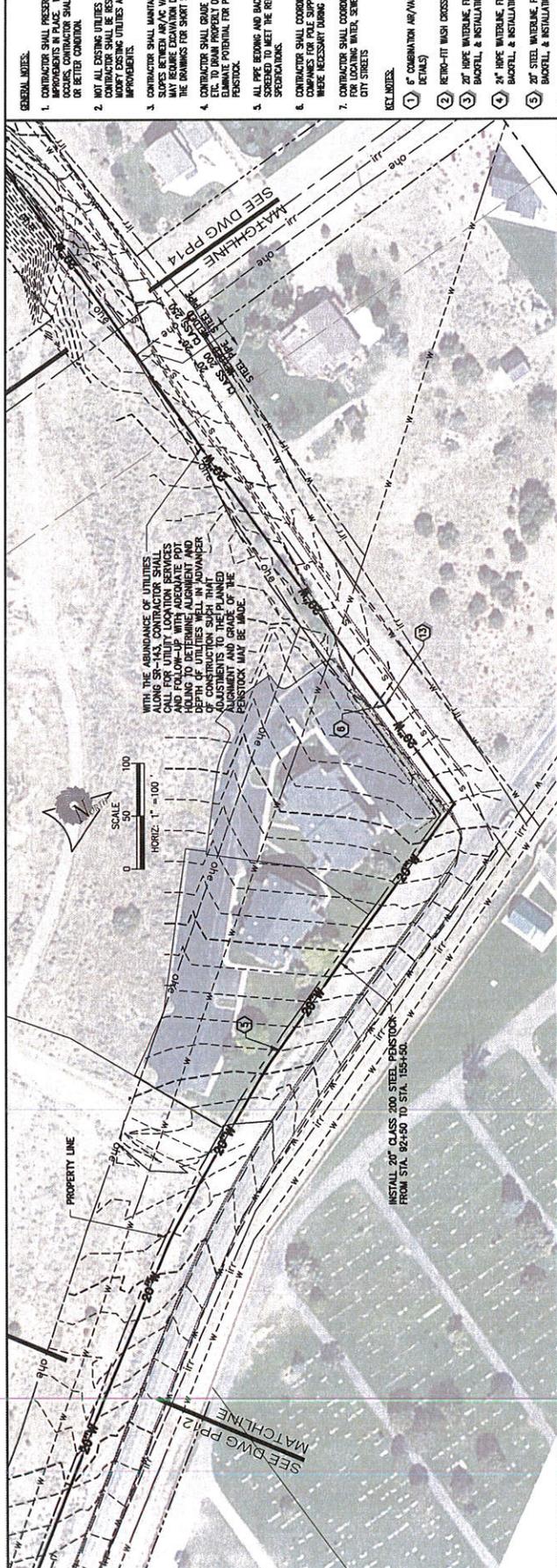


- SEE NOTES:**
- COMBINATION AIR/MC VALVE STATION (SEE SHT. D1 FOR DETAILS)
 - RETRO-FIT WASH CROSSING
 - 20" PIPE WATERLINE, FITTINGS, TRACER WIRE, BEDDING, BACKFILL, & INSTALLATION (SEE SHT. D2 FOR DETAILS)
 - 24" PIPE WATERLINE, FITTINGS, TRACER WIRE, BEDDING, BACKFILL, & INSTALLATION (SEE SHT. D2 FOR DETAILS)
 - 20" STEEL WATERLINE, FITTINGS, TRACER WIRE, BEDDING, BACKFILL, & INSTALLATION (SEE SHT. D2 FOR DETAILS)
 - RESTORE SURFACE IMPROVEMENTS
 - AERIAL CROSSING #1 (SEE SHT. D4 FOR DETAILS)
 - AERIAL CROSSING #2 (SEE SHT. D4 FOR DETAILS)
 - AERIAL CROSSING #3 (SEE SHT. D4 FOR DETAILS)
 - ACCESS POINT (SEE SHT. D2 FOR DETAILS)
 - BYPASS LINE W/ VETERING STATION (SEE SHT. D3 FOR DETAILS)
 - HIGHWAY CROSSING (SEE SHT. D4 FOR DETAILS)
 - BITUMINOUS ASPHALT W/ BASE (SEE SHT. D2 FOR DETAILS)

6180	6175	6170	6165	6160	6155	6150	6145	6140	6135	6130	6125	6120	6115	6110	6105	6100	6095	6090	6085	132+00	132+50	133+00	134+00	135+00	136+00	137+00	138+00	139+00	140+00	141+00	142+00	143+00	144+00
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PROFESSIONAL ENGINEER: _____ DATE: _____
SUNRISE ENGINEERING
 11 NORTH 300 WEST WASHINGTON, UT 84790
 FAX 435.562.8616
 www.sunriseeng.com
CITY OF PAROWAN
 CENTER CREEK HYDROELECTRIC PENSTOCK REPLACEMENT PROJECT
 PLAN & PROFILE
 SHEET NO. PP11 OF 22 PAGES



8155	8150	8145	8140	8135	8130	8125	8120	8115	8110	8105	8100	6095	6090	6085	6080	6075	6070	6065	6060
<p>INSTALL 20" CLASS 200 STEEL PENSTOCK FROM STA. 92+50 TO STA. 154+50.</p> <p>INSTALL 20" CLASS 200 STEEL PENSTOCK FROM STA. 92+50 TO STA. 154+50.</p> <p>EXISTING GROUND SURFACE</p> <p>MINIMUM COVER OF STEEL PIPE NOT TO EXCEED 6'</p> <p>MANTAIN A POSITIVE DOWNHILL GRADE</p> <p>20" CLASS 200 WELDED STEEL PIPE</p> <p>20" CLASS 200 WELDED STEEL PIPE</p>																			

GENERAL NOTES:

- CONTRACTOR SHALL PRESERVE EXISTING UTILITIES AND SURFACE IMPROVEMENTS IN PLACE. WHERE UNDETERMINED DISTURBANCE OCCURS, CONTRACTOR SHALL REMOVE IMPROVEMENTS TO EQUAL OR BETTER CONDITION.
- NOT ALL EXISTING UTILITIES ARE SHOWN ON THIS PLAN. CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH, AND WORKY EXISTING UTILITIES AS NECESSARY TO FACILITATE IMPROVEMENTS.
- CONTRACTOR SHALL MAINTAIN CONTINUOUS POSITIVE OR NEGATIVE SLOPES BETWEEN ARJAC VALVES AND DRAIN VALVE POINTS. THIS MAY REQUIRE EXCAVATION DEPTH BEYOND THOSE ILLUSTRATED IN THE DRAWINGS FOR SHORT SECTIONS.
- CONTRACTOR SHALL GRADE LOCATED DRAINAGE SWALES, DITCHES, ETC. TO DRAIN PROPERTY OVER THE PENSTOCK AND SHALL ELIMINATE POTENTIAL FOR PONDING ON THE UPDRILL SIDE OF THE PENSTOCK.
- ALL PIPE BEDDING AND BACKFILL SHALL BE IMPORTED OR SCREENED TO MEET THE REQUIREMENTS OF THE PROJECT SPECIFICATIONS.
- CONTRACTOR SHALL COORDINATE WITH POWER AND TELEPHONE COMPANIES FOR POLE SUPPORT AND CUT WIRE INDICATIONS WHERE NECESSARY DURING EXCAVATION.
- CONTRACTOR SHALL COORDINATE WITH OWNERS (UTILITY FOREMAN FOR LOCATING WATER, SEWER, AND OTHER SERVICE LATERALS IN CITY STREETS.

EXPLANATIONS:

- 1' COMBINATION AIR/VAC VALVE STATION (SEE SHT. 01 FOR DETAILS)
- RETRO-FIT WASH CROSSING
- 20" PIPE WATERLINE, FITTINGS, TRACER WIRE, BEDDING, BACKFILL, & INSTALLATION (SEE SHT. 02 FOR DETAILS)
- 24" PIPE WATERLINE, FITTINGS, TRACER WIRE, BEDDING, BACKFILL & INSTALLATION (SEE SHT. 02 FOR DETAILS)
- 20" STEEL WATERLINE, FITTINGS, TRACER WIRE, BEDDING, BACKFILL, & INSTALLATION (SEE SHT. 02 FOR DETAILS)
- RESTORE SURFACE IMPROVEMENTS
- ASPHALT CROSSING #1 (SEE SHT. 06 FOR DETAILS)
- ASPHALT CROSSING #2 (SEE SHT. 06 FOR DETAILS)
- ASPHALT CROSSING #3 (SEE SHT. 06 FOR DETAILS)
- ACCESS PORT (SEE SHT. 02 FOR DETAILS)
- BYPASS LINE W/ METERS STATION (SEE SHT. 03 FOR DETAILS)
- HIGHWAY CROSSING (SEE SHT. 04 FOR DETAILS)
- 3" BITUMINOUS ASPHALT W/ BASE (SEE SHT. 02 FOR DETAILS)

REVISIONS:

REV. NO.	DATE	COMMENT

PROFESSIONAL ENGINEER: DATE _____

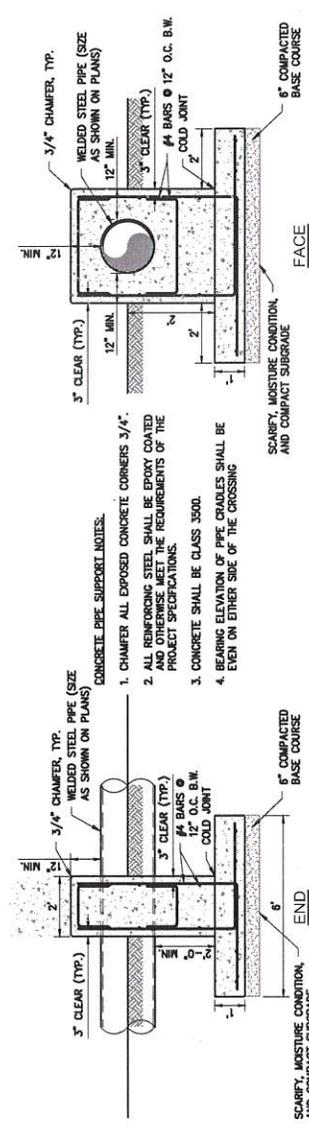
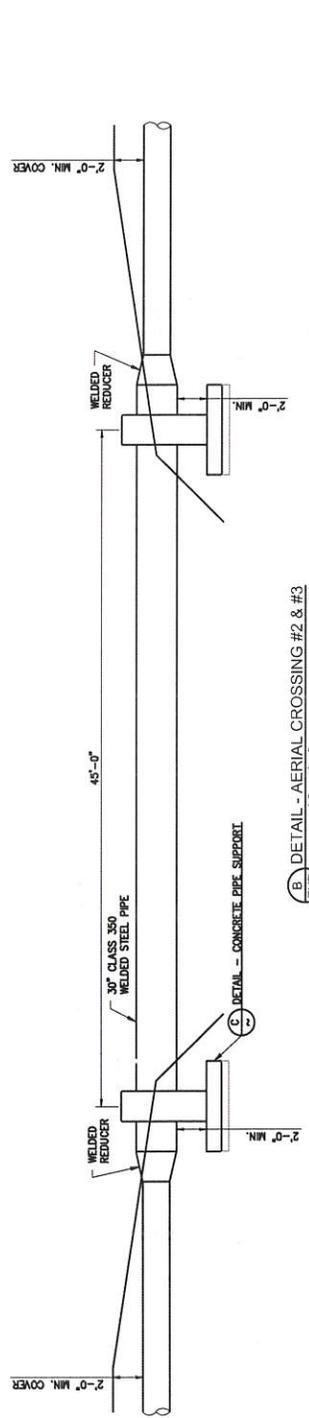
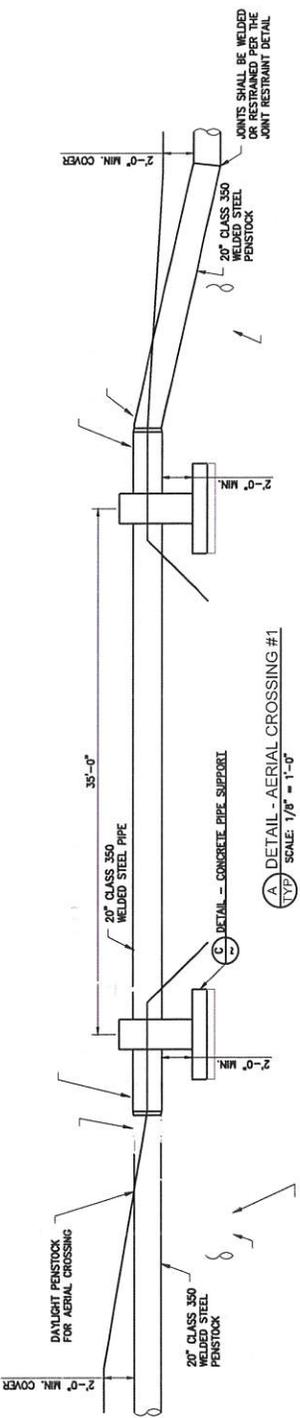
SUNRISE ENGINEERING
 11 NORTH 300 WEST
 WASHINGTON, ID 83730
 FAX 435.832.8418
 info@sunriseeng.com

CITY OF PAROWAN
 CENTER CREEK HYDROELECTRIC
 PENSTOCK REPLACEMENT PROJECT

DESIGNED BY: []
 CHECKED BY: []
 DRAWN BY: []
 SCALE: []

PROJECT NO.: PPT13

6/22/11
 10N
 10N
 10N



(C) DETAIL - CONCRETE PIPE SUPPORT
TYP. NOT TO SCALE

DATE: _____
COMMENTS: _____

DESIGNED	DRAWN	CHECKED	SHEET NO.	OF
28	28	28	38	40
PROFESSIONAL ENGINEER SUNRISE ENGINEERING CITY OF PAROWAN CENTER CREEK HYDROELECTRIC PENSTOCK REPLACEMENT PROJECT				DATE: _____ D5

11 NORTH 300 WEST
 WASHINGTON, UT 84780
 FAX 435.652.8825
 WWW.SUNRISE-ENG.COM

AGREEMENT

(REGARDING PAROWAN CITY GRAVEL TRAP)

This Agreement is between the parties known as **PAROWAN CITY CORPORATION** of Parowan, Iron County, State of Utah, hereinafter known as CITY; and **ROBERT A. EVANS**, doing business as **EVANS EXCAVATING AND SUPPLIES**, of Parowan, Iron County, State of Utah, hereinafter known as COMPANY.

RECITALS

WHEREAS, City has within its City boundaries, and under its direction and control, a gravel trap which collects dirt and gravel from the Parowan Canyon stream passing through it; and

WHEREAS, Company is desirous of using the dirt and gravel which collects in the City's gravel trap and is willing to provide maintenance required in the gravel trap area to permit the continued collection of dirt and gravel as it is carried down Parowan Canyon.

IT IS MUTUALLY AGREED by and between the parties herein in consideration of the promises and covenants herein contained, as follows:

1. It is agreed by the parties that the gravel trap is that area which is bounded by on the East by the concrete diversion structure near the Old Mill Road and Parowan Canyon Road, and on the West by the head works of the water division system, through both of which the Parowan Canyon stream passes.

2. Company hereby agrees to maintain the above-described area, (hereinafter referred to as the "Gravel Trap"), and to keep all banks in the area at their present height and in such a fashion as to contain reasonable heavy run-off waters so as to help limit and prevent flooding through Parowan City.

3. Company agrees to clean out the Gravel Trap as required for flood control purposes to the reasonable satisfaction of the Parowan City Officials and the Officials of the Parowan Reservoir Company as they so request through Parowan City.

4. Subject to the limitations contained herein, Company agrees to remove all dirt and gravel from the gravel trap and surrounding area which is not necessary to maintain the banks for flood control purposes and which might present a flood hazard or prevent the ingress and egress

of equipment and vehicles to the area for inspection or for other purposes set forth herein.

5. City retains the right to place equipment near the gravel trap to retrieve and process dirt and gravel so long as City's operations do not preclude Company's operations in the area. City's use of any dirt and gravel shall not impact this Agreement, and Company further agrees that residents of City may have free access to unprocessed gravel and dirt in the area for private, residential, and non-commercial use, so long as the dirt and gravel is taken from the bottom of the trap and not from Company stockpiles or the banks of the trap. City does not assume nor accept responsibility for the actions of third-parties who access dirt and gravel, and it shall be the responsibility of Company to monitor the same. Company may post such signs as Company deems proper to identify that product previously processed by Company and to which Company shall have exclusive right or control.

6. City may use dirt and Gravel which it has processed for its own use, but agrees not claim any gravel or dirt which has been processed by Company, except that if Company abandons said gravel or dirt, or places the same in an area the constitutes a danger to the City, then City shall provide Company ten (10) days to relocate the same. If Company fails to relocate the same after ten (10) days, then City may relocate or use the processed dirt or gravel as it deems proper.

7. Company shall shut down any equipment which it may be operating pursuant to this Agreement whenever required for the safety, health, convenience, and comfort of residents of City or when deemed necessary by City's officials, including but not limited to, the times when the prevailing wind would carry the dust and noise into surrounding residences in such a manner as to be offensive to the occupants thereof or when the noise from the operation of the equipment would disturb persons using the City cemetery which is close by. Company shall comply with all mining and dust laws imposed by Ordinance as well as State or Federal statutory mandates.

8. City agrees that in return for the promises set forth herein above, Company shall have free use of all gravel and dirt taken as provided above for City and City residents to use.

9. Company may stack gravel and dirt materials at a mutually agreeable site along the banks of the gravel trap after processing for a period not to exceed 250 days per year.

10. Company shall have the right to install equipment and process materials on the site of the gravel trap for a period up to 145 days

per year.

11. In the event the City locates equipment at the gravel trap and processed materials for its own use, it will maintain the banks as required of the Company in this Agreement. Both parties shall clean up any debris or other residual materials created by City's operations. The parties further agree that either party may fence any area where processed materials are being stored.

12. The parties agree that in the event of the death of Robert A. Evans or the failure of the business known as Evans Excavating and Supplies, herein above referred to as Company, City would assume the responsibilities set forth in the contract and will seek no recourse against Company, provided Company notifies City in writing within a reasonable time after the occurrence of either one or both of the above situations.

13. Each party shall be responsible for their own expenses incurred in the processing of its own gravel and dirt materials under this Agreement.

14. The parties further agree that Company will be held blameless and not responsible for any damage from floods or other natural disasters so long as Company does not block the flood channel, maintains the banks as required and otherwise complies with the provisions of this Agreement.

15. This Agreement shall be valid for five (5) years, unless terminated by either Party with one hundred and eighty (180) days written notice. Upon expiration of the five (5) years, this Agreement shall revert to a month-to-month tenancy.

16. Miscellaneous.

a. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover their reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such party may be entitled.

b. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action by any third party against any party to this Agreement.

c. This Agreement contains the entire agreement between

the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. Further, the recitals set forth above, together with the exhibits attached hereto, are incorporated in and made an integral part of this Agreement by this reference. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement.

d. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and shall be recorded in the Official Records. This Agreement may not be modified except with the consent of the Parties hereto, and then only by written instrument duly executed and acknowledged.

DATED this _____ day of _____,
2015.

Supplies

Robert A. Evans
dba Evans Excavating and

Donald G. Landes,
Parowan City Mayor

Attest:

Callie Bassett
Parowan City Recorder

10.10 General Business Licenses

- 10.10.010 Definitions
- 10.10.020 License Required To Transact Business
- 10.10.030 License For Each Place Of Business
- 10.10.040 Application
- 10.10.050 Fees
- 10.10.060 Issuing And Contents Of Licenses
- 10.10.070 Debt To City
- 10.10.080 Inspection Of Licenses
- 10.10.090 Display Of Licenses
- 10.10.100 False Application Or Report
- 10.10.110 Particular Licenses
- 10.10.120 Regulation As Applied
- 10.10.130 Penalty

10.10.010 Definitions

As used in this Chapter the following terms shall be defined as provided in this Section:

1. Business: Shall include all activities engaged in which the object of gain or economic profit, but shall not include the acts of employees rendering services to employers or acts performed strictly in interstate commerce as defined by law
2. Business License Officer: Means City Recorder or his/her Deputy
3. City: Means Parowan City
4. Engaging in Business: Includes all kinds of vocations, trades, occupations, professions or activities engaged in within Parowan City
5. Person: Shall include any individual, partnership, corporation or other entity

Adopted by Ord. 80-4 on 3/5/1980

10.10.020 License Required To Transact Business

It shall be unlawful for any person to engage in business within the City without first having obtained a license to do so as provided in this Chapter.

Adopted by Ord. 80-4 on 3/5/1980

10.10.030 License For Each Place Of Business

A City license as required by this Chapter shall be required for each separate place of business.

Adopted by Ord. 80-4 on 3/5/1980

10.10.040 Application

A license required by this Chapter shall be issued by the City Recorder upon compliance with the following requirements:

- A. A written application stating the applicant's name, address and telephone number, nature of business, trade or profession to be conducted, business name and location, the legal names of all business owners, and the address of the registered agent, if applicable; and

- B. Approval of a Home Application Permit and/or Conditional Use Permit where applicable; and
- C. Payment of the required fees;

No license shall be granted without strict compliance with the provisions contained within this Chapter and failure to maintain and obey all local, County, State and/or Federal laws shall result upon immediate revocation of the business license until compliance has been verified by the business or applicant. The information contained in the application shall not be subject or available to the general public and shall be deemed confidential in nature except for the information contained in paragraph 10.10.040(A).

Adopted by Ord. 80-4 on 3/5/1980

10.10.050 Fees

All applications shall be accompanied by fees as established by resolution of the City Council from time to time. The City Council is empowered to impose different fees for starting businesses and different fees for different classes of businesses as they deem appropriate. Any license fee due on February 28th that is paid later than March 15th of any license year shall be considered to be late, and a late penalty of 1/5 of the amount of the fee shall be added to the original amount due. If the fee is still not paid by May 1st of each year, the business shall be considered to be operating without a business license in violation of this Chapter, subject to criminal prosecution for every day of operation after May 1st. If a license is granted thereafter, the business license fee shall be doubled.

Adopted by Ord. 80-4 on 3/5/1980

10.10.060 Issuing And Contents Of Licenses

Issuing and Contents of Licenses. All licenses shall be signed by the Mayor and attested by the City Recorder under seal of the City. The license shall be issued by the City Recorder upon submission of an application in proper form as provided by this Chapter and payment of the specified fee. Every license shall show on its face the name of the person to whom it is issued, the address of the business, and the term of the license which shall be from March 1 to February 28, of the succeeding year. The City Recorder shall keep a record of all licenses issued, to whom, the fee paid, the address of the business, and the kind or nature of the business licensed.

Note: Beer Licenses are addressed in Title 9 - Liquor Ordinance, of the Parowan City Code.

Adopted by Ord. 80-4 on 3/5/1980

10.10.070 Debt To City

All fees provided by this Chapter shall constitute a debt to the City and shall be collected in the same manner as any other debt in addition to any other remedy which the City may have.

Adopted by Ord. 80-4 on 3/5/1980

10.10.080 Inspection Of Licenses

The Chief of Police and those under his authority are hereby appointed as inspectors of licenses. They shall examine all places of business in the City and see that such places of business have obtained the licenses which are required by this Chapter.

Adopted by Ord. 80-4 on 3/5/1980

10.10.090 Display Of Licenses

Every person licensed under this Chapter shall keep such licenses posted in his place of business. Every person who does not have a fixed place of business shall carry such license with him whenever engaged in his business. Every person having a license issued under this Chapter shall produce and exhibit the same when applying for a renewal thereof and whenever requested to do so by a police officer or any other agent of the City.

Adopted by Ord. 80-4 on 3/5/1980

10.10.100 False Application Or Report

It shall be unlawful for any person to make a knowingly false statement in any report, application, or other statement required to be submitted under this Chapter.

Adopted by Ord. 80-4 on 3/5/1980

10.10.110 Particular Licenses

The following license and fee requirements shall apply to the following listed particular businesses:

- A. Circus, Carnival, or Similar Business. A circus, carnival, or similar business enterprise shall apply for a daily license at least 24 hours in advance of the opening performance. The daily fee for such a business which does not include concessions where money or property may be won or lost shall be \$200.00. The daily fee for such a business which does include concessions where money or property may be won or lost shall be \$300.00. All such fees shall be paid at the time of applying for the license based on the number of days the business is scheduled to perform in the City.
- B. Miscellaneous Business. The following miscellaneous type businesses shall be applied for on an annual basis and shall pay the fees as shown:
 1. Taxicabs \$10 per cab
 2. Juke Box or Music Box \$ 5 per machine
 3. Pinball or Marble Games, For amusement only \$ 5 per machine
- C. Pool & Billiard Halls, Bowling Alleys and Similar Establishments. It shall be unlawful for any person to keep or maintain any pool hall, billiard hall, pin alley, bowling alley or similar establishment without having first obtained a license to do so. The yearly fee for such establishments shall be \$50 for the first billiard or pool table or bowling or pin lane, and \$25 for each additional table or lane.
- D. Mobile Vendors. It shall be the policy of Parowan City Corporation to allow mobile vendors to operate within the bounds of Parowan City. Such vendors shall register with the City Recorder and follow all licensing procedures required by Parowan City. In addition, all mobile vendors operating within the limits of Parowan City will report, if applicable, all sales tax revenues generated within Parowan City to the appropriate agency so that the appropriate portion of sales tax revenues generated within Parowan City will return to Parowan City. In this case mobile vendors will be treated as any fixed base merchant, store keeper, hawker of wares, etc.
- E. Itinerant Merchandising of Goods or Services. Transient or itinerant merchant includes any person whether as owner, agent, consignee or employee, whether a resident of Parowan City or

not, who engages in the business of selling and delivering of goods, wares and merchandise within Parowan City on a temporary basis, and who in furtherance of such business hires, leases, uses or occupies any approved building structure, public room in hotels or motels, lodging houses, apartments, shops or other approved structure or location within Parowan City, for the exhibition and sale of such goods, merchandise, wares or services. Temporary structures will be permitted subject to the following conditions:

1. The structure is located by written permission of the underlying property owner; and
2. Any issues relating to the health, safety and welfare (i.e. trash receptacles, restrooms) are in compliance as required by the City Building Inspector and/or Code Enforcement Officer; and
3. Itinerant businesses of any type including merchants, operators of closing-out sales, hawkers, tradesman, repairman, home improvement contractors, door-to-door sales, or any others who are deemed by the City License Officer to be transients by reason of the nature or type of business in which they engage, shall pay a license fee of \$5.00 per day.

All other requirements of this Chapter shall be applicable.

Adopted by Ord. 80-4 on 3/5/1980

10.10.120 Regulation As Applied

- A. Compliance Required. It shall be unlawful for any person, either directly or indirectly, to conduct any business or non-profit enterprise, or to use in connection therewith any vehicle, premises, machine or device in whole or in part for which a license is required by any law or ordinance of this City without a license first being procured and kept in effect at all such times as required by law.
- B. Special Sales. This Ordinance shall apply to all business in the nature of special sales for which a license is required by any law or ordinance of this City, and it shall be unlawful for any person, either directly or indirectly, to conduct any such sale except in conformity with the provisions of this Chapter.
 1. One Act Constitutes Doing Business. For the purpose of this Chapter, any person shall be deemed to be in business or engaging in non-profit business and thus subject to the requirements of subsections A and B of this Section when any of the following are done:
 - a. Selling any goods or service;
 - b. Soliciting business or offering goods or services for sale or hire; or
 - c. Acquiring or using any vehicle or any premises in the City for business purposes.
- C. Responsibility for Obtaining License. It shall be the responsibility of the person engaging in business within the City to voluntarily apply and maintain in full force and effect a valid license. The agents or other representatives of non-residents who are doing business in the City shall be personally responsible for compliance by their principals and the businesses they represent with the terms of this Chapter.
- D. Separate License for Branch Establishments. A license shall be obtained in the manner prescribed herein for each branch establishment or location of the business engaged in, as if each branch establishment or location were separate business, provided that warehouses and distributing plants used in connection with and incidental to a business license under the provisions of this Chapter shall not be deemed to be separate places of business or branch establishments.

E. Joint License. A person engaged in two or more businesses at the same location may be required to obtain separate licenses for conducting each of such businesses, but at the discretion of the City License Officer when such businesses are complementary, a single license may be issued which shall specify on its face all such businesses operated at that location. A fee for each separate business activity specified on the face of such license shall be required. However, such joint license shall not include licenses for beer, liquor set-ups, dance, shuffle boards, automatic baseball, marble or pinball machines, juke boxes, music machines, video games, and other amusement devices.

F. No License Required When Solely for Resale. No license shall be required for any solicitor or salesman who solicits, obtains orders for or sells goods in the City solely for resale and maintains no premise in the City in connection therewith.

G. Exemptions. Exemptions to this Chapter are as follows:

1. A business license fee shall not be imposed on any person engaged in business solely for religious, charitable eleemosynary or any other types of strictly non-profit purpose which is tax exempt in such activities under the laws of the United States or the State of Utah. Any business exempt from paying the license fee as provided in this section shall still comply with all other requirements of this Title, including the application for and obtaining a license and/or permit.
2. Any business having gross sales of less than two thousand dollars (\$2,000) per year may be deemed exempt from the business license fees. Any business exempt from paying the license fee as provided in this Section, shall still comply with all other requirements of this Title, including the application for an obtaining a license and or permit.

Adopted by Ord. 80-4 on 3/5/1980

10.10.130 Penalty

Any person violating any provision of this Chapter shall be guilty of a Class B misdemeanor and upon conviction thereof shall be liable for punishment by a fine of not to exceed One Thousand Five Hundred Dollars (\$1,500) by imprisonment in the City jail for a term not to exceed six (6) months, or by both such fine and imprisonment.

Adopted by Ord. 80-4 on 3/5/1980

RECIPROCAL BUSINESSES

Business is allowed or Reciprocal licenses are granted if the following conditions are met:

1. You maintain a regular place of business outside of Parowan City.
2. You are licensed by the Utah municipality or county in which your business is situated.
3. Your only business activity in Parowan City is the delivery of merchandise or a service.

Parowan City
Budgeting Worksheet
44 Combined Capital Improvement - 07/01/2014 to 03/25/2015
75.00% of the fiscal year has expired

Change in Net Position	2012 Actual	2013 Actual	2014 Actual	2014 Budget	2015 Actual	Original Budget	Revised Budget	Worksheet Notes
Revenue:								
Intergovernmental revenue								
3340 STATE GRANT	0	0	0	0	11,364	535,000	1,255,000	
Total Intergovernmental revenue	0	0	0	0	11,364	535,000	1,255,000	
Interest								
3640 INTEREST	0	0	0	0	14,324	0	0	
Total Interest	0	0	0	0	14,324	0	0	
Miscellaneous revenue								
3642 Bond Proceeds	0	0	2,145,000	0	0	0	972,000	
3643 Return of bond proceeds	0	0	0	0	0	0	(2,145,000)	
Total Miscellaneous revenue	0	0	2,145,000	0	0	0	(1,173,000)	
Contributions and transfers								
3910 TRANSFER FROM GENERAL FUND	0	22,210	215,000	0	35,000	35,000	335,000	
3980 Budgeted increase in fund balance	0	0	0	0	0	0	2,145,000	
Total Contributions and transfers	0	22,210	215,000	0	35,000	35,000	2,480,000	
Total Revenue:	0	22,210	2,360,000	0	60,688	570,000	2,562,000	
Expenditures:								
General government								
Administrative								
4374 Admin Construction Projects	0	0	0	0	0	0	1,250,000	
Total Administrative	0	0	0	0	0	0	1,250,000	
Total General government	0	0	0	0	0	0	1,250,000	
Highways and public improvements								
Streets								
4075 PAROWAN SIGNS	0	10,828	0	0	0	0	0	
Total Streets	0	10,828	0	0	0	0	0	
Class "C" Road								
6174 Flow Over Culvert	0	0	410	0	0	0	0	
6175 Main Street Cost Match	0	22,085	109,560	0	0	0	0	
Total Class "C" Road	0	22,085	109,970	0	0	0	0	
Total Highways and public improvements	0	32,913	109,970	0	0	0	0	
Parks, recreation, and public property								
Parks & Recreation								
7077 Main St Park Restrooms	0	0	0	0	80,659	0	80,700	
Total Parks & Recreation	0	0	0	0	80,659	0	80,700	
Library								
7574 Library Improvements	0	0	13,299	0	0	0	0	
Total Library	0	0	13,299	0	0	0	0	
Cemetery								
4076 CAPITAL PROJECTS CEMETERY	0	0	0	0	0	10,000	10,000	
Total Cemetery	0	0	0	0	0	10,000	10,000	

Parowan City
Budgeting Worksheet
44 Combined Capital Improvement - 07/01/2014 to 03/25/2015
75.00% of the fiscal year has expired

	2012 Actual	2013 Actual	2014 Actual	2014 Budget	2015 Actual	Original Budget	Revised Budget	Worksheet Notes
Pool								
6974 Pool - Capital Expenditures	0	5,985	33,860	0	0	0	0	
Total Pool	0	5,985	33,860	0	0	0	0	
Total Parks, recreation, and public property	0	5,985	47,159	0	80,659	10,000	90,700	
Miscellaneous								
4031 ENGINEERING	0	0	23,200	0	64,877	130,000	130,000	
4073 CONSTRUCTION - IMPROVEMENTS	0	0	0	0	49,086	430,000	430,000	
4074 CAPITAL OUTLAY - EQUIPMENT/MAC	0	0	19,200	0	12,500	0	0	
Total Miscellaneous	0	0	42,400	0	126,463	560,000	560,000	
Transfers								
4890 Increase in fund balance	0	0	0	0	0	0	661,300	
Total Transfers	0	0	0	0	0	0	661,300	
Total Expenditures:	0	38,898	199,529	0	207,122	570,000	2,562,000	
Total Change In Net Position	0	(16,688)	2,160,471	0	(146,434)	0	0	

Parowan City
Budgeting Worksheet
10 General Fund - 07/01/2014 to 03/25/2015
75.00% of the fiscal year has expired

Change in Net Position	2012 Actual	2013 Actual	2014 Actual	2014 Budget	2015 Actual	Original Budget	Revised Budget	Worksheet Notes
Revenue:								
Taxes								
3110 PROPERTY TAX	597,416	573,647	580,625	580,000	566,712	585,000	585,000	
3120 REDEMPTION - PROPERTY TAXES	30,748	64,369	44,293	20,000	36,292	30,000	30,000	
3130 SALES AND USE TAXES (STATE)	345,752	333,502	341,387	340,000	204,358	335,000	335,000	
3140 CABLE SALES AND USE TAX	4,455	4,026	4,166	3,000	2,552	3,000	3,000	
3150 HEAD IN LEASE	0	0	4,288	0	4,288	0	0	
3160 AIRPORT GAS TAX	153	71	530	150	821	1,000	1,000	
3170 TELEPHONE SALES AND USE TAX	9,251	31,193	17,046	35,000	9,235	25,000	25,000	
3180 FEE IN LIEU OF TAXES	54,356	56,503	63,549	55,000	52,913	60,000	60,000	
3190 QUESTAR ENERGY TAXES	45,910	47,472	50,029	45,000	34,752	45,000	45,000	
3376 CRT/COUNTY DONATION	0	0	9,000	10,000	15,000	10,000	10,000	
Total Taxes	1,088,041	1,110,783	1,114,913	1,088,150	926,923	1,094,000	1,094,000	
Licenses and permits								
3210 BUSINESS LICENSES	7,730	7,750	9,390	7,500	6,640	7,500	7,500	
3221 BUILDING PERMITS	2,648	5,290	5,637	3,500	4,172	5,000	5,000	
3225 ANIMAL LICENSES	1,071	2,415	1,195	1,500	351	1,500	1,500	
Total Licenses and permits	11,449	15,455	16,222	12,500	11,163	14,000	14,000	
Intergovernmental revenue								
3312 FEDERAL GRANT	1,477	0	0	9,500	37,022	10,000	40,000	
3340 STATE GRANTS	58,499	43,891	78,715	7,500	75,780	35,000	80,000	
3356 CLASS "C" ROAD	147,913	152,086	145,075	143,000	72,981	146,000	146,000	
3358 STATE LIQUOR FUND	5,143	5,408	5,045	5,000	4,263	5,000	5,000	
3371 FIRE ALLOCATION - COUNTY	39,000	39,000	49,000	39,000	39,000	39,000	39,000	
3372 AIRPORT - COUNTY ALLOCATION	11,000	11,000	11,000	11,000	11,000	11,000	11,000	
3373 LIBRARY - AREA CONTRIBUTION	30,000	30,000	29,030	12,000	27,275	27,000	27,000	
3375 RECREATION - COUNTY	3,000	3,000	3,000	3,000	3,000	3,000	3,000	
Total Intergovernmental revenue	296,032	284,385	320,865	230,000	270,321	276,000	351,000	
Charges for services								
3415 SALE OF MAPS AND PUBLICATIONS	280	10	95	100	5	100	100	
3445 PUBLIC SAFETY FEES	30	322	1,502	200	730	200	200	
3455 ANIMAL CONTROL & SHELTER FEES	780	600	1,860	500	720	500	500	
3472 SWIMMING POOL/CONCESSION FEES	22,178	25,463	26,005	22,000	9,502	22,000	22,000	
3474 RECREATION FEES (YOUTH PROGRAM)	3,460	4,231	2,645	3,000	2,079	4,000	4,000	
3475 GLIDERS	0	550	385	0	250	0	0	
3476 LIBRARY USE FEES	546	428	1,676	300	721	300	300	
3477 SPECIAL EVENTS	7,135	10,048	14,589	11,000	12,827	13,000	13,000	
3478 FAIRGROUNDS BANNERS AND ADS	500	0	0	500	0	500	500	
3482 SALE OF CEMETERY LOTS	54,765	29,120	22,702	10,000	10,650	15,000	15,000	
3483 BURIAL FEES AND ASSESSMENTS	8,950	9,885	15,775	6,000	10,950	10,000	10,000	
3820 THEATER SALES AND CONCESSION	9,617	6,967	5,682	8,500	4,771	8,500	8,500	
3822 AIRPORT - GAS SALES	30,358	34,245	34,389	30,000	27,029	30,000	30,000	
Total Charges for services	138,599	121,869	127,305	92,100	80,234	104,100	104,100	
Fines and forfeitures								

WM 17

Parowan City
Budgeting Worksheet
10 General Fund - 07/01/2014 to 03/25/2015
75.00% of the fiscal year has expired

	2012 Actual	2013 Actual	2014 Actual	2014 Budget	2015 Actual	Original Budget	Revised Budget	Worksheet Notes
3510 COURT FINES	109,536	113,674	156,405	110,000	79,493	110,000	110,000	
3518 RESTITUTION	298	100	474	3,000	0	3,000	3,000	
3520 BAIL	0	0	0	100	0	100	100	
3525 SMALL CLAIMS	57	0	0	100	0	100	100	
Total Fines and forfeitures	109,891	113,774	156,879	113,200	79,493	113,200	113,200	
Interest								
3801 Interest to be allocated	13,617	12,839	19,889	4,000	(4,109)	10,000	10,000	
3802 Interest cleared	39	0	0	0	0	0	0	
3803 IMPACT FEE INTEREST	50	140	140	500	32	500	500	
3805 CLASS "C" ROAD INTEREST	1,950	2,205	1,303	1,000	105	1,000	1,000	
3810 GENERAL FUND INTEREST	1,420	1,823	859	4,500	333	2,000	2,000	
Total Interest	17,076	17,007	22,191	10,000	(3,639)	13,500	13,500	
Miscellaneous revenue								
3620 RENTS	14,723	9,346	9,523	4,000	9,502	8,000	55,000	
3625 RENTS - STALLS	5,715	2,810	4,864	2,500	1,925	2,500	2,500	
3725 IMPACT FEES - POLICE	266	133	532	300	133	300	300	
3726 IMPACT FEES - FIRE	331	166	663	400	166	400	400	
3728 IMPACT FEES - PARKS	6,526	3,263	13,054	3,000	3,263	5,000	5,000	
3815 PAAL DONATIONS	4,435	2,328	5,796	2,500	441	2,500	2,500	
3816 SHADE TREE DONATIONS	1,095	2,080	1,390	2,000	450	1,500	1,500	
3824 SOUVENIOR SHOP SUPPLIES	0	614	1,800	3,000	1,938	3,000	3,000	
3831 SUB FOR SANTA DONATIONS	2,932	3,628	7,652	3,000	3,875	3,000	3,000	
3840 SALE OF FIXED ASSETS	0	0	0	0	100	0	0	
3890 SUNDRY REVENUES	54,300	15,047	40,107	15,000	43,392	15,000	15,000	
3895 HISTORICAL PRESERVATION	54	0	4,069	0	50	0	0	
3897 CHRISTMAS IN COUNTRY	1,763	2,742	2,510	2,000	5,497	2,000	2,000	
3898 JESSE SMITH HOME	7,325	0	0	0	0	0	0	
Total Miscellaneous revenue	99,465	42,157	91,960	37,700	70,732	43,200	90,200	
Contributions and transfers								
3911 TRANSFER FROM WATER FUND 51	43,270	43,270	41,000	41,000	21,583	37,000	21,583	
3912 TRANSFER FROM SW FUND -COL. 52	16,935	16,935	16,000	16,000	8,458	14,500	8,458	
3913 TRANSFER FROM ELECTRIC FUND 53	199,778	421,429	190,000	190,000	115,333	173,000	173,000	
3914 TRANSFER FROM PRES. IRRIG F 57	15,660	15,000	15,000	15,000	7,875	13,500	7,875	
3916 TRANSFER FROM SW TREATMENT 54	20,697	20,697	21,000	21,000	11,667	20,000	11,667	
3917 TRANSFER FROM SOLID WASTE 55	12,300	13,488	13,000	13,000	5,833	10,000	5,833	
3940 TRANSFER FROM THEATER FD 73	0	0	0	45	0	0	0	
3990 BEG. GEN FUND BAL TO BE APPROP	0	0	0	204,640	0	64,760	64,760	
Total Contributions and transfers	308,640	530,819	296,000	500,685	170,749	332,760	293,176	
Total Revenue:	2,069,193	2,236,249	2,146,335	2,084,335	1,605,976	1,990,760	2,073,176	
Expenditures:								
General government								
Legislative								
4111 SALARIES - MAYOR AND COUNCIL	49,987	47,094	23,349	15,000	9,773	15,000	15,000	
4113 FICA	3,750	3,767	1,945	1,150	844	1,150	1,150	
4114 INSURANCE	7,723	19,569	13,965	15,500	9,540	17,000	17,000	

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	2012 Actual	2013 Actual	2014 Actual	2014 Budget	2015 Actual	Original Budget	Revised Budget	Worksheet Notes
4116 WORKER'S COMPENSATION	865	1,025	628	800	511	800	800	
4122 PUBLIC NOTICES AND ADS	43	79	18	0	61	0	0	
4123 TRAVEL	5,156	2,821	4,179	5,000	4,020	6,000	6,000	
4124 OFFICE SUPPLIES AND EXPENSE	405	862	169	0	203	200	200	
4128 TELEPHONE	105	156	1,131	600	971	1,200	1,200	
4133 EDUCATION AND TRAINING	3,274	1,400	7,847	2,000	4,728	5,000	5,000	
4161 SUNDRY	1,160	773	386	0	100	500	500	
Total Legislative	72,468	77,546	53,617	40,050	30,751	46,850	46,850	
Court								
4211 SALARIES AND WAGES-PERM. EMPLO	59,536	60,414	65,045	52,000	46,637	60,000	60,000	
4212 SALARIES AND WAGES-TEMP. EMPLO	700	2,975	0	0	0	0	0	
4213 FICA	4,617	4,745	5,106	3,980	3,658	4,600	4,600	
4214 INSURANCE	3,257	1,282	2,627	1,000	549	1,000	1,000	
4215 RETIREMENT	7,839	8,680	9,140	8,700	6,566	8,700	8,700	
4216 WORKMEN'S COMPENSATION	910	1,320	392	800	255	800	800	
4220 BANK CHARGES	237	102	1,583	2,000	876	2,000	2,000	
4221 SUBSCRIPTIONS AND MEMBERSHIPS	25	0	25	0	0	100	100	
4223 TRAVEL, MEALS AND LODGING	1,020	1,008	783	1,000	276	1,500	1,500	
4224 OFFICE SUPPLIES AND EXPENSE	1,654	4,340	2,567	2,500	1,852	5,000	5,000	
4228 TELEPHONE	1,254	958	586	1,500	860	1,000	1,000	
4231 PROFESSIONAL AND TECHNICAL SER	3,845	4,926	1,758	1,500	6,862	4,500	4,500	
4233 EDUCATION AND TRAINING	364	372	514	500	529	500	500	
4235 RESTITUTION	1,408	1,669	2,075	3,000	1,097	3,000	3,000	
4236 ASSESSMENTS	44,703	39,853	52,431	50,000	31,147	50,000	50,000	
4237 BAIL	0	0	1,000	0	2,830	0	0	
4245 JURY AND WITNESS	898	511	417	1,500	165	1,500	1,500	
4248 POSTAGE	619	76	93	0	582	1,000	1,000	
4251 INSURANCE AND SURETY BONDS	0	0	130	70	0	100	100	
4255 DATA PROCESSING	0	0	0	0	0	3,000	3,000	
4261 SUNDRY	758	312	225	0	135	0	0	
Total Court	133,644	133,543	146,497	130,050	104,876	148,300	148,300	
Administrative								
4310 SALARIES AND WAGES - OVERTIME	7,095	1,152	306	3,000	12	1,000	1,000	
4311 SALARIES AND WAGES-PERM. EMPLO	188,761	196,021	90,377	90,000	60,305	85,000	85,000	
4312 SALARIES AND WAGES-TEMP. EMPLO	14,390	22,164	1,504	0	0	0	0	
4313 FICA	14,241	17,248	7,287	6,900	4,648	6,500	6,500	
4314 INSURANCE	59,411	40,581	26,614	29,000	16,143	28,000	28,000	
4315 RETIREMENT	33,314	33,320	22,277	19,000	12,672	19,000	19,000	
4316 WORKMEN'S COMPENSATION	3,143	4,272	1,618	2,200	1,277	2,200	2,200	
4321 SUBSCRIPTIONS AND MEMBERSHIPS	1,317	2,078	2,197	1,500	820	1,500	1,500	
4322 PUBLIC NOTICES AND ADS	293	354	167	1,000	399	1,000	1,000	
4323 TRAVEL, MEALS AND LODGING	11,575	4,595	6,376	8,000	3,512	8,000	8,000	
4324 OFFICE SUPPLIES AND EXPENSE	9,981	2,863	829	2,000	333	2,000	2,000	
4325 REPAIRS TO EQUIPMENT	140	61	0	0	110	0	0	
4326 MAINTENANCE MATERIALS AND SUPP	1,190	1,899	836	2,000	464	3,000	3,000	
4328 TELEPHONE	4,333	3,319	2,961	600	2,371	600	600	

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4331 PROFESSIONAL AND TECHNICAL SER	32,411	35,112	11,760	60,000	12,133	40,000	40,000	
4332 AUDITING	1,397	1,667	2,539	2,700	1,602	2,700	2,700	
4333 EDUCATION AND TRAINING	1,915	2,025	3,056	2,500	950	2,500	2,500	
4340 Gas & Oil	0	1,380	1,257	2,000	782	2,000	2,000	
4348 POSTAGE	2,276	2,316	889	1,100	301	1,200	1,200	
4351 INSURANCE AND SURETY BONDS	5,140	7,181	3,376	500	0	500	500	
4360 EMPLOYEE LOUNGE	800	993	700	1,000	698	1,000	1,000	
4361 SUNDRY	1,313	953	12,405	750	759	750	750	
4374 CAPITAL OUTLAY - EQUIPMENT/MAC	18,902	0	0	0	0	0	0	
Total Administrative	413,338	381,554	199,331	235,750	120,291	208,450	208,450	
Non-Departmental								
4922 PUBLIC NOTICES AND ADS	54	0	0	0	0	0	0	
4926 MAINTENANCE MATERIALS AND SUPP	15	0	0	0	0	0	0	
4927 UTILITIES	5,755	5,432	2,637	6,000	1,762	5,000	5,000	
4928 TELEPHONE	129	43	0	0	0	0	0	
4931 PROFESSIONAL AND TECHNICAL	21	0	0	0	0	0	0	
4934 ELECTION EXPENSES	1,498	44	3,081	4,000	0	0	0	
4937 PLANNING COMMISSION	3,471	58	0	0	0	0	0	
4943 PATCHWORK BI-WAY	3,259	2,375	1,088	1,000	1,500	1,500	1,500	
4944 CITY HISTORIANS	0	224	0	1,500	0	1,000	1,000	
4945 HEALTH INCENTIVE	0	0	0	3,500	0	0	0	
4948 POSTAGE	0	0	0	0	0	0	30,000	
4961 SUNDRY	5	0	0	0	0	0	0	
4962 ROCK CHURCH	1,347	685	1,407	1,500	336	1,500	1,500	
4963 HISTORIC PRESERVATION	0	0	4,069	500	0	500	500	
4964 UT PARTNERS & RURAL LEADERSHIP	0	0	0	500	0	0	0	
4965 BEAUTIFICATION	132	(158)	0	500	700	1,500	1,500	
4967 ECONOMIC DEVELOPMENT, NO IRON	0	0	0	500	29	500	500	
4969 SALES/HERITAGE MAIN STREET	453	0	107	0	73	0	0	
4970 WEB HOSTING	0	35	0	1,000	0	0	0	
Total Non-Departmental	16,139	8,738	12,389	20,500	4,400	11,500	41,500	
Planning and zoning								
5811 SALARIES AND WAGES - PERM EMPL	46,685	46,096	32,023	29,400	21,282	38,000	38,000	
5813 FICA	3,628	3,577	2,450	2,250	1,628	2,250	2,250	
5814 INSURANCE	3,820	2,109	2,340	1,050	837	1,200	1,200	
5815 RETIREMENT	8,802	9,723	7,071	6,800	5,161	6,800	6,800	
5816 WORKMEN'S COMPENSATION	779	1,003	344	800	255	800	800	
5821 SUBSCRIPTIONS & MEMBERSHIPS	75	75	0	75	0	75	75	
5823 TRAVEL, MEALS AND LODGING	0	0	0	2,500	49	2,500	2,500	
5824 OFFICE SUPPLIES AND EXPENSE	266	282	85	400	31	400	400	
5826 MAINTENANCE MATERIALS AND SUPP	229	0	105	0	559	0	0	
5828 TELEPHONE	568	475	566	600	460	600	600	
5831 PROFESSIONAL AND TECHNICAL SER	500	775	1,183	1,800	1,170	1,800	1,800	
5833 UNIFORM BLDG. STANDARDS EDUC.	0	0	0	850	0	850	850	
5840 GAS AND OIL	2,463	3,084	2,496	3,600	589	3,600	3,600	
5861 SUNDRY	0	61	0	0	0	0	0	

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Total Planning and zoning	67,815	67,260	48,663	50,125	32,021	58,875	58,875	
Visitors Center								
5912 SALARIES AND WAGES-TEMP. EMPLO	8,695	8,539	8,063	10,000	7,532	10,000	10,000	
5913 FICA	1,695	698	742	765	666	775	775	
5916 WORKER'S COMPENSATION	144	186	606	220	511	250	250	
5926 MAINTENANCE MATERIALS AND SUPP	1,965	1,747	1,903	3,500	847	3,000	3,000	
5927 UTILITIES	3,074	3,688	3,881	2,500	2,368	4,000	4,000	
5928 TELEPHONE	1,229	1,190	1,131	600	919	600	600	
5929 SOUVENIOR SHOP SUPPLIES	257	2,569	1,899	3,000	2,657	3,000	3,000	
5948 POSTAGE	0	41	93	400	577	400	400	
5951 Liability Insur - Surety Bonds	0	0	261	250	0	250	250	
5961 SUNDRY	1,196	0	0	0	0	0	0	
Total Visitors Center	18,255	18,658	18,579	21,235	16,077	22,275	22,275	
Airport								
8511 SALARIES & WAGES - PERM EMPLOY	8,912	9,008	3,651	5,500	3,276	4,000	4,000	
8513 FICA	692	699	279	450	251	450	450	
8514 INSURANCE	1,521	1,617	1,598	200	1,591	1,700	1,700	
8515 RETIREMENT	1,768	1,994	842	1,300	795	1,300	1,300	
8520 BANK CHARGES	155	32	788	500	623	1,000	1,000	
8523 TRAVEL MEALS AND LODGING	0	0	447	800	80	800	800	
8526 MAINTENANCE MATERIALS AND SUPPLIES	31	2,850	605	6,500	0	2,000	2,000	
8527 UTILITIES & MISCELLANEOUS EXPE	2,438	6,814	2,930	5,000	1,479	5,000	5,000	
8531 PROFESSIONAL & TECHNICAL SERVICE	2,300	10	0	500	450	500	500	
8540 GAS AND OIL	30,719	9,060	60,156	30,000	8,375	30,000	30,000	
Total Airport	48,536	32,084	71,296	50,750	16,920	46,750	46,750	
Total General government	770,195	719,383	550,372	548,460	325,336	543,000	573,000	
Public safety								
Police Department								
5410 SALARIES AND WAGES - OVERTIME	32,923	8,100	8,517	15,000	8,334	7,000	7,000	
5411 SALARIES AND WAGES-PERM. EMPLO	205,158	207,678	186,478	220,000	160,123	250,000	250,000	
5412 SALARIES AND WAGES-TEMP. EMPLO	24,194	22,696	774	20,000	0	2,000	2,000	
5413 FICA	17,982	18,614	18,417	20,000	13,116	20,000	20,000	
5414 INSURANCE	80,170	85,158	86,778	75,000	45,788	90,000	90,000	
5415 RETIREMENT	37,696	57,749	59,461	70,000	44,750	65,000	65,000	
5416 WORKMEN'S COMPENSATION	3,409	4,528	1,815	2,200	1,277	2,200	2,200	
5421 SUBSCRIPTIONS AND MEMBERSHIPS	83	650	310	1,500	190	1,000	1,000	
5422 PUBLIC NOTICES AND ADS	0	0	46	0	153	0	0	
5423 TRAVEL, MEALS AND LODGING	2,966	4,991	6,047	12,000	6,393	8,000	8,000	
5424 OFFICE SUPPLIES AND EXPENSE	1,152	494	425	1,000	394	1,000	1,000	
5425 REPAIRS TO EQUIPMENT	11,913	7,169	7,995	5,000	2,484	8,000	8,000	
5426 MAINTENANCE MATERIALS AND SUPP	7,046	2,354	788	1,500	847	1,500	1,500	
5428 TELEPHONE	7,151	7,929	4,929	7,000	3,698	7,000	7,000	
5430 REVERSE 911	0	221	574	0	357	0	0	
5431 PROFESSIONAL AND TECHNICAL SER	24,930	20,052	20,812	25,000	28,862	25,000	25,000	
5433 EDUCATION AND TRAINING	990	3,228	3,499	8,000	4,536	4,000	4,000	

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5440 GAS AND OIL	18,933	22,604	24,096	25,000	12,763	25,000	25,000	
5447 UNIFORM ALLOWANCE	3,217	1,709	1,367	3,500	1,844	3,500	3,500	
5449 SPECIAL DEPARTMENT SUPPLIES	8,145	27,960	15,683	17,500	11,502	15,000	15,000	
5450 LIQUOR LAW	6,006	0	1,099	5,000	0	5,000	5,000	
5451 LIABILITY INSURANCE - PROPERTY	6,300	7,303	652	1,000	0	1,000	1,000	
5454 DATA PROCESSING	2,343	2,390	4,922	0	0	0	0	
5461 SUNDRY	182	43	0	0	0	0	0	
5481 Capital leases - principal	10,065	38,645	30,000	30,000	30,015	38,645	32,000	
5482 Capital leases - interest	3,410	225	5,311	7,000	5,297	225	6,870	
Total Police Department	516,364	552,490	490,795	572,200	382,723	580,070	580,070	
Animal control								
5526 MAINTENANCE MATERIALS AND SUPP	278	17	36	1,000	34	1,000	1,000	
5527 UTILITIES	1,605	1,839	1,614	1,500	1,034	1,500	1,500	
5549 SPECIAL DEPARTMENT SUPPLIES	61	67	147	1,000	70	1,000	1,000	
5555 SHOT & LICENSE CLINIC - ANIMAL	445	1,178	483	750	0	750	750	
5556 PAALS	3,930	1,474	2,372	2,500	3,329	2,500	2,500	
5574 CAPITAL OUTLAY - EQUIPMENT/MAC	499	0	0	0	0	0	0	
Total Animal control	6,818	4,575	4,652	6,750	4,467	6,750	6,750	
Fire								
5711 SALARIES AND WAGES - CHIEF	5,050	4,942	5,252	6,000	4,351	16,000	16,000	
5713 FICA	386	419	522	460	413	1,200	1,200	
5714 INSURANCE	978	907	1,250	950	759	1,000	1,000	
5715 RETIREMENT	566	625	668	650	638	1,000	1,000	
5716 WORKMEN'S COMPENSATION	86	109	305	220	255	220	220	
5721 SUBSCRIPTIONS AND MEMBERSHIPS	0	0	0	250	0	250	250	
5723 TRAVEL, MEALS AND LODGING	290	563	1,561	750	934	1,000	1,000	
5725 REPAIRS TO EQUIPMENT	1,280	1,394	4,612	3,500	896	3,500	3,500	
5726 MAINTENANCE MATERIALS AND SUPP	427	515	1,169	2,000	793	2,000	2,000	
5727 UTILITIES	4,565	3,737	3,297	4,000	2,289	4,000	4,000	
5728 TELEPHONE	707	549	1,166	600	910	1,000	1,000	
5731 PROFESSIONAL AND TECHNICAL SER	2,468	76	2,075	2,500	994	3,000	3,000	
5733 EDUCATION AND TRAINING	740	1,150	663	4,000	75	4,000	4,000	
5738 FIRE RUNS - EXPENSE	8,149	5,722	4,964	9,000	5,608	9,000	9,000	
5740 GAS AND OIL	1,533	897	1,600	2,000	756	2,000	2,000	
5749 SPECIAL DEPARTMENT SUPPLIES	5,222	16,931	13,594	15,000	7,366	15,000	15,000	
5750 FIREWORKS & INSURANCE	6,798	14,000	8,000	8,000	4,000	8,000	8,000	
5751 LIABILITY INSURANCY - PROPERTY	4,600	7,303	130	1,000	0	1,000	1,000	
5761 SUNDRY	1,590	89	0	0	0	0	0	
Total Fire	45,435	59,928	50,828	60,880	31,037	73,170	73,170	
Total Public safety	568,617	616,993	546,275	639,830	418,227	659,990	659,990	
Highways and public improvements								
Streets								
6010 SALARIES AND WAGES - OVERTIME	7,005	9,049	5,113	0	4,325	0	0	
6011 SALARIES AND WAGES - PERM EMPL	32,742	32,719	15,556	0	11,438	0	0	
6013 FICA	3,076	3,306	1,597	0	1,216	0	0	

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6014 INSURANCE	13,954	12,352	6,020	0	4,365	0	0	
6015 RETIREMENT	7,866	9,249	4,771	0	3,407	0	0	
6016 WORKER'S COMPENSATION	544	715	23	0	0	0	0	
6028 TELEPHONE	670	749	0	0	0	0	0	
6047 UNIFORM ALLOWANCE	0	345	0	0	0	0	0	
6061 SUNDRY	0	1	0	0	0	0	0	
6074 CAPITAL OUTLAY - EQUIPMENT/MAC	44,894	0	0	0	0	0	0	
Total Streets	110,751	68,485	33,080	0	24,751	0	0	
Class "C" Road								
6110 SALARIES AND WAGES-OVERTIME	0	0	0	5,000	0	5,000	5,000	
6111 SALARIES & WAGE - PERM EMPLOYEE	0	0	0	24,000	0	20,000	20,000	
6112 SALARIES & WAGES - TEMP EMPLOYEE	0	0	0	7,000	0	0	0	
6113 FICA	0	0	0	2,400	0	1,000	1,000	
6114 INSURANCE	0	0	0	0	0	6,000	6,000	
6115 RETIREMENT	0	0	0	7,200	0	5,000	5,000	
6116 WORKMANS COMP	0	0	0	500	0	500	500	
6123 TRAVEL, MEALS & LODGING	0	758	0	0	0	0	0	
6125 REPAIR TO EQUIPMENT	9,605	13,556	13,058	10,000	16,206	14,000	14,000	
6126 MAINTENANCE, MATERIAL & SUPPLI	7,191	8,658	14,899	9,000	6,790	12,000	12,000	
6130 REPAIRS TO STREETS	113,765	72,265	87,261	100,000	81,465	95,000	95,000	
6131 PROFESSIONAL AND TECHNICAL	19,156	6,465	10,890	10,000	7,278	10,000	10,000	
6139 SIDEWALK REPAIRS	3,866	900	32,311	15,000	43,256	40,500	40,500	
6140 GAS AND OIL	8,851	8,757	6,839	7,000	3,077	7,000	7,000	
6157 EQUIPMENT RENTAL	7,040	8,250	9,633	4,500	9,619	10,000	10,000	
6161 SUNDRY	36	13	0	0	0	0	0	
6174 CAPITAL OUTLAY - EQUIPMENT/MAC	14,647	13,060	0	0	0	0	0	
Total Class "C" Road	184,157	132,682	174,891	201,600	167,691	226,000	226,000	
Total Highways and public improvements	294,908	201,167	207,971	201,600	192,442	226,000	226,000	
Parks, recreation, and public property								
Parks & Recreation								
6226 MAINTENANCE MATERIALS AND SUPP	0	100	85	0	0	0	0	
6227 UTILITIES	0	236	353	0	727	0	0	
7010 SALARIES AND WAGES - OVERTIME	1,049	1,353	629	1,200	885	800	800	
7011 SALARIES AND WAGES - PARKS EMP	25,597	29,836	21,385	30,500	21,776	40,000	40,000	
7012 SALARIES AND WAGES-POOL EMPLOY	29,685	31,996	16,521	0	0	0	0	
7013 FICA	4,601	4,903	2,948	2,500	1,731	3,000	3,000	
7014 INSURANCE	6,702	4,646	3,520	4,000	2,228	4,500	4,500	
7015 RETIREMENT	4,702	5,294	3,949	6,000	4,379	6,000	6,000	
7016 WORKMANS COMPENSATION	375	659	31	800	0	800	800	
7022 PUBLIC NOTICES AND ADS	800	0	0	0	0	0	0	
7023 TRAVEL, MEALS & LODGING	56	178	1	250	146	250	250	
7025 REPAIRS TO EQUIPMENT	8,814	1,528	3,184	2,000	1,373	2,000	2,000	
7026 MAINTENANCE MATERIALS AND SUPP	12,806	14,863	20,002	14,000	12,568	15,000	15,000	
7027 UTILITIES	12,740	15,443	14,934	0	2,394	0	0	
7028 TELEPHONE	1,107	1,495	250	600	400	600	600	
7031 PROFESSIONAL AND TECHNICAL SER	1,037	2,509	175	2,000	580	1,000	1,000	

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7040 GAS AND OIL	0	0	1,695	2,000	2,259	2,000	2,000	
7048 POSTAGE	39	156	93	0	146	0	0	
7054 POOL SUPPLIES	9,437	8,542	0	0	0	0	0	
7057 TREES	5,207	18,414	11,648	15,500	4,285	16,000	16,000	
7061 SUNDRY	34	79	13	0	0	0	0	
7070 SPORTS/RECREATION PROGRAM	919	0	0	0	0	0	0	
7074 CAPITAL OUTLAY - EQUIPMENT/MAC	14,239	0	0	0	0	0	0	
Total Parks & Recreation	139,946	142,230	101,416	81,350	55,877	91,950	91,950	
Fair Grounds								
7110 SALARIES & WAGES - OVERTIME	0	0	21	0	0	0	0	
7111 SALARIES AND WAGES-PERM EMPLOY	16,225	16,981	18,418	20,000	19,017	21,000	21,000	
7112 SALARIES & WAGES - TEMP. EMPLO	7,167	8,233	3,059	5,000	2,868	5,000	5,000	
7113 FICA	1,832	1,957	1,643	2,000	1,672	2,000	2,000	
7114 INSURANCE	4,262	3,647	3,392	4,000	2,264	4,500	4,500	
7115 RETIREMENT	3,748	4,295	3,946	5,000	4,365	5,000	5,000	
7116 WORKERS COMPENSATION	268	372	324	220	255	220	220	
7125 REPAIRS TO EQUIPMENT	1,211	1,364	3,048	2,000	1,671	2,000	2,000	
7126 MAINTENANCE MATERIALS AND SUPP	20,776	6,774	6,739	6,000	13,683	17,500	17,500	
7127 UTILITIES	10,158	10,723	11,926	11,000	9,477	12,000	12,000	
7128 TELEPHONE	1,458	1,448	635	600	460	600	600	
7154 STALLS	3,900	2,134	781	2,500	1,093	5,000	5,000	
7161 SUNDRY	506	0	0	0	0	0	0	
7164 FAIRGROUNDS BANNERS	131	0	0	0	0	0	0	
Total Fair Grounds	71,642	57,928	53,932	58,320	56,825	74,820	74,820	
Events								
7211 SALARIES - EVENTS PERSONNEL	34,862	32,272	32,559	33,000	23,677	35,000	35,000	
7213 FICA	2,751	2,574	2,736	2,525	1,811	3,000	3,000	
7214 INSURANCE	17,956	18,308	18,901	18,000	13,511	20,000	20,000	
7215 RETIREMENT	6,384	7,144	7,512	7,650	4,739	8,000	8,000	
7216 WORKER'S COMPENSATION	584	702	48	0	0	0	0	
7220 BANK CHARGES	0	0	63	0	168	0	0	
7222 ADVERTISING	163	7,712	6,308	7,000	797	7,000	7,000	
7223 TRAVEL MEALS & LODGING	1,285	981	425	1,000	59	1,000	1,000	
7225 REPAIRS TO EQUIPMENT	0	1,446	0	500	576	500	500	
7226 MAINTENANCE MATERIALS AND SUPP	346	3,564	796	1,000	38	1,000	1,000	
7228 TELEPHONE	529	711	0	600	0	600	600	
7233 EDUCATION AND TRAINING	60	10	0	100	0	100	100	
7240 GAS AND OIL	0	0	757	1,000	467	1,000	1,000	
7252 SUB FOR SANTA	3,200	2,751	5,411	4,000	5,130	4,000	4,000	
7253 CONCERTS	1,248	222	450	800	580	800	800	
7254 PARADES	683	407	1,145	1,000	417	1,000	1,000	
7255 CHRISTMAS IN THE COUNTRY	1,471	1,306	1,497	2,000	678	2,000	2,000	
7258 FALL FEST	188	286	314	500	1,225	500	500	
7259 GLIDER EVENTS	371	384	1,076	1,000	28	1,000	1,000	
7261 SUNDRY	137	263	350	0	240	0	0	
7263 MARATHONS/RACES	8,910	9,223	11,514	7,500	14,884	10,000	10,000	

Parowan City
Budgeting Worksheet
10 General Fund - 07/01/2014 to 03/25/2015
75.00% of the fiscal year has expired

	2012 Actual	2013 Actual	2014 Actual	2014 Budget	2015 Actual	Original Budget	Revised Budget	Worksheet Notes
7268 SPECIAL CELEBRATIONS	3,864	3,531	3,035	4,000	3,971	4,000	4,000	
7270 RECREATION/CONVENTIONS	1,267	2,965	2,806	2,500	1,787	2,500	2,500	
7271 FALL SOFTBALL LEAGUES	0	0	0	1,000	0	1,000	1,000	
Total Events	86,259	96,762	97,703	96,675	74,783	104,000	104,000	
Theater								
7326 MAINTENANCE MATERIALS AND SUPP	3,328	5,113	3,792	5,000	1,039	5,000	5,000	
7327 UTILITIES	4,237	4,052	4,147	3,000	2,444	4,000	4,000	
7348 POSTAGE	98	206	0	0	72	300	300	
7349 SPECIAL DEPARTMENT SUPPLIES	0	315	125	2,000	1,357	2,000	2,000	
7350 CONCESSIONS	375	301	423	500	199	500	500	
7351 INSURANCE AND SURETY BONDS	120	120	0	0	0	0	0	
7361 SUNDRY	0	(25)	0	0	0	0	0	
7365 EVENTS & PRODUCTIONS	4,968	4,987	7,127	7,000	3,441	7,000	7,000	
Total Theater	13,126	15,069	15,614	17,500	8,552	18,800	18,800	
Library								
7511 SALARIES AND WAGES-PERM. EMPLO	53,142	46,814	48,680	58,500	38,932	54,000	54,000	
7512 SALARIES AND WAGES-TEMP. EMPLO	2,424	6,788	1,321	0	0	0	0	
7513 FICA	4,311	4,159	3,825	4,500	2,978	4,500	4,500	
7514 INSURANCE	15,584	12,723	14,605	13,000	9,167	15,000	15,000	
7515 RETIREMENT	8,032	8,894	9,419	13,500	7,794	11,000	11,000	
7516 WORKMEN'S COMPENSATION	886	1,021	71	0	0	0	0	
7521 BOOKS	8,617	7,556	7,257	8,000	1,724	8,000	8,000	
7523 TRAVEL MEALS & LODGING	540	0	0	1,000	0	1,000	1,000	
7524 OFFICE SUPPLIES AND EXPENSE	420	735	104	400	643	400	400	
7525 REPAIRS TO EQUIPMENT	1,502	271	0	0	0	0	0	
7526 MAINTENANCE MATERIAL AND SUPPL	2,483	1,266	5,953	5,000	4,906	6,000	6,000	
7527 UTILITIES	6,164	6,580	6,423	6,200	4,263	7,000	7,000	
7528 TELEPHONE	2,332	1,761	129	1,200	73	1,200	1,200	
7529 CLEF GRANT EXPENDITURES	4,973	5,573	7,272	5,500	6,193	5,500	6,147	
7530 PROGRAMMING	0	0	0	200	0	0	0	
7531 PROFESSIONAL & TECHNICAL SERV.	2,605	2,068	2,788	1,500	2,722	2,000	2,000	
7561 SUNDRY	149	15	0	0	0	100	100	
Total Library	114,164	106,224	107,847	118,500	79,395	115,700	116,347	
Cemetery								
8010 SALARIES AND WAGES - OVERTIME	13	410	660	1,000	417	1,000	1,000	
8011 SALARIES & WAGES - PERM EMPLOY	30,237	31,430	32,607	27,000	18,897	35,000	35,000	
8012 SALARIES AND WAGES-TEMP. EMPLO	2,361	3,509	1,645	0	2,868	0	0	
8013 FICA	2,597	2,970	2,671	2,200	1,695	2,200	2,200	
8014 INSURANCE	4,443	3,402	5,016	4,500	2,302	5,000	5,000	
8015 RETIREMENT	5,254	6,191	6,698	6,500	4,431	7,000	7,000	
8016 WORKMEN'S COMPENSATION	651	881	350	0	255	0	0	
8025 REPAIRS TO EQUIPMENT	488	1,514	426	2,000	249	2,000	2,000	
8026 MAINTENANCE MATERIALS AND SUPP	3,987	4,445	3,960	4,500	6,699	7,500	7,500	
8027 UTILITIES	558	731	597	1,000	394	1,000	1,000	
8028 TELEPHONE	0	0	566	0	460	0	0	
8031 PROFESSIONAL & TECHNICAL SERV.	17	250	500	1,000	994	1,000	1,000	

Parowan City
Budgeting Worksheet
10 General Fund - 07/01/2014 to 03/25/2015
75.00% of the fiscal year has expired

	2012 Actual	2013 Actual	2014 Actual	2014 Budget	2015 Actual	Original Budget	Revised Budget	Worksheet Notes
8040 GAS AND OIL	231	0	574	1,000	1,282	1,000	1,000	
8048 POSTAGE	0	2	0	0	0	0	0	
8061 SUNDRY	3,059	0	13	0	0	0	0	
8074 CAPITAL OUTLAY - EQUIPMENT/MAC	10,000	0	0	0	0	0	0	
Total Cemetery	63,896	55,735	56,283	50,700	40,943	62,700	62,700	
Pool								
6911 PERM EMPLOYEE	0	0	13,345	30,000	18,553	30,000	30,000	
6913 FICA	0	0	1,021	2,300	1,419	2,300	2,300	
6914 INSURANCE	0	0	356	0	74	0	0	
6916 WORKMANS COMP	0	0	297	500	255	500	500	
6926 MAINTENANCE MATERIALS AND SUPPLIES	0	0	8,404	6,000	2,089	8,000	8,000	
6927 UTILITIES	0	0	3,382	17,000	10,274	17,000	17,000	
6928 TELEPHONE	0	0	566	600	460	600	600	
6931 PROFESSIONAL AND TECHNICAL	0	0	450	0	622	400	400	
Total Pool	0	0	27,821	56,400	33,746	58,800	58,800	
Total Parks, recreation, and public property	489,033	473,948	460,616	479,445	350,121	526,770	527,417	
Transfers								
9010 TRANSFER TO CAPITAL PROJECTS F	66,248	23,162	215,000	215,000	35,000	35,000	335,000	
Total Transfers	66,248	23,162	215,000	215,000	35,000	35,000	335,000	
Total Expenditures:	2,189,001	2,034,653	1,980,234	2,084,335	1,321,126	1,990,760	2,321,407	
Total Change In Net Position	(119,808)	201,596	166,101	0	284,850	0	(248,231)	