

AGENDA
PAROWAN CITY COUNCIL MEETING
July 9, 2015
Library Lounge, 16 South Main, 6:00 P.M.

1. Call Meeting to Order
2. Opening Ceremonies/Thought/Prayer/Pledge of Allegiance – Ben Johnson
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 (June 25, 2015 City Council Meeting)
5. Purchase Orders/Warrant Register
6. Promotion of Paul Smith to Sergeant
7. Paris Lot Split – Planning Commission Recommendation

ACTION MEETING

8. Net Metering Moratorium
9. Purchase Order System

WORK MEETING

10. Upper Limit Aviation Discussion
11. Sewer Discussion Surrounding Brian Head Sewer Treatment Plant Proposal
12. Well Ordinance
13. Ordinance Change on Beer
14. Member Reports
15. Public comment & discussion - Two minute limit each
16. Adjourn

CERTIFICATE OF POSTING & FAXING

I hereby certify that on the 7th of July, 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.

CMH

**PAROWAN CITY COUNCIL MEETING
JUNE 25, 2015
LIBRARY LOUNGE, 16 SOUTH MAIN, 6:00 P.M.**

MEMBERS PRESENT: Mayor Donald G. Landes, Councilman Alan Adams, Ben Johnson, Jay Orton, Steve Thayer, City Attorney Justin Wayment, City Manager Shayne Scott, City Recorder Callie Bassett

MEMBERS ABSENT: Councilman Troy Houston

PUBLIC PRESENT: Fire Chief David Schiers, Parowan Power Superintendent Von Mellor, JD Frisby (Sunrise Engineering), Cassi Orton, Don and Linda Lowder, Tom and Melanie Jet

CALL TO ORDER: Mayor Landes called the meeting to order at 6:00 p.m.

OPENING CEREMONIES/THOUGHT/PRAYER/PLEDGE OF ALLEGIANCE –

MAYOR DONALD LANDES: Mayor Landes 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? No conflicts were declared.

CONSENT MEETING

**APPROVAL OF MINUTES (JUNE 11, 2015 CITY COUNCIL MEETING)
PURCHASE ORDERS/ WARRANT REGISTER
CERTIFY FY 2016 TAX RATE – 0.004320**

There was a discussion about the about the PO to Gem Awards for the plaque for the horse tie-down marker. The price is very expensive - \$2400. Kristen Robinson is research prices on poles and plaques. She asked Cedar City if they had record of how much their markers cost them. They do not. There's were mostly from donations. Mayor Landes suggested getting donations. Councilman Johnson feels it is important to have one in place so people know what they are donating towards. He suggested proceeding with the plaque for \$964, and looking into further options for the post and mounting.

Councilman Thayer moved to approve the consent agenda. Councilman Adams seconded the motion. All Council members voted in favor of the motion. The motion carried.

PO #934	Gem Jewelers	\$2,300.00
---------	--------------	------------

Attorney Wayment arrived at 6:15 p.m.

ACTION MEETING

ANNUAL FEE REVIEW – RESOLUTION 2015-06-01: Mr. Scott said they have worked on this for a few weeks now. It is quite extensive. He said if there is ever a fee that needs to be changed during the year, the Council can certainly do that. Councilman Orton asked about the minimum charges, how they are established and what they represent. Mr. Scott said that there are only base rates on water and electricity. These rates are based on the needs of the fund and are becoming more and more in line with other cities. Base rates should cover bond payments and operational costs. Other fees are set based on the needs of the department.

Councilman Thayer asked if Mr. Kelly Stones was happy with the water disconnect fees. Mr. Scott said he is very happy. This is something staff feels very strongly about. He said the \$25 is a little on the low side, but it is a good place to start.

Councilman Adams moved to approve the annual fee review. Mr. Tom Jet from the audience asked if he could ask a question before approval of the annual fees. He asked if Parowan staff was able to meet with the Cedar City Sewer Department. Mayor Landes told him the meeting is scheduled for Monday. Mr. Jet recommended the council put off approving the fee schedule until after the meeting on Monday because it could impact some of the fees. Mr. Scott said regardless of the meeting, he felt it was the consensus of the Council that Parowan City not allow waste from porta potties outside of Parowan to be dumped in our sewer lagoons. Mr. Jet asked for clarification that Parowan is not taking porta pottie waste from areas outside of Parowan. Councilman Adams and Mr. Scott agreed that this is what the Council and staff have decided.

Mayor Landes said there is a motion from Councilman Adams. Councilman Johnson seconded the motion. A roll call vote was taken as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Councilman Adams	X			
Councilman Houston			X	
Councilman Johnson	X			
Councilman Orton	X			
Councilman Thayer	X			

All Council members present voted in favor of the motion. Resolution 2015-06-01 passed.

CENTER CREEK PROJECT CHANGE ORDER #4 FOR TIE IN – JD FRISBY, SUNRISE ENGINEERING: Mr. Frisby explained that Change Order #4 is for the tie in. Mr. Frisby explained there are two projects being done by two separate contractors. They didn't know which contractor would get to the tie in first, so this wasn't included in the bid. They have gone to both contractors for the bid. Blackburn was the less expensive bid.

Councilman Johnson moved to proceed with the Center Creek change order #4 for the tie in as recommended by Sunrise Engineering. Councilman Orton seconded the motion. All Council members voted in favor of the motion.

CENTER CREEK PROJECT CHANGE ORDER #3 FOR SCADA – JD FRISBY, SUNRISE ENGINEERING: This was brought up in the member reports at the last meeting.

This is an upgrade to the initial SCADA design. Mr. Mellor is recommending that we do this. It is within budget.

Councilman Johnson moved to approve the Center Creed change order #3 for SCADA as recommended by Sunrise Engineering. Councilman Adams seconded the motion. All Council members voted in favor of the motion. The motion carried.

Mr. Frisby gave the Council a brief update on Penstock and Power House projects.

WORK MEETING

NET METERING – VON MELLOR, POWER SUPERINTENDENT: Mr. Mellor said the Power Board recommends that a moratorium be put on solar installations until an updated policy on net metering can be put into place. Mr. Scott asked what we would do differently with the net metering policy. He said it is pretty stringent now. Doing a moratorium now will give the Council time to look at the policy and make changes as needed. The net metering system and how it works was discussed.

SOLAR ON THE NEW CITY OFFICE: The committee met and is strongly against putting solar on the building. Councilman Johnson suggested putting the solar panels somewhere other than on the City Office. Mr. Scott asked if they should bring this back to the committee and discuss putting solar panels somewhere else.

DEPARTMENT REPORT – CHIEF DAVE SCHIERS: Chief Schiers reported on the following items:

- There was a fire last Monday. Everything turned out alright. He was grateful that other departments - Paragonah, Brian Head, and Cedar City - were willing to drop what they were doing and come and help.
- The Fire Department is looking forward to picking up their new truck. The truck at the Airport is going back to FEVP program. They have no place to store it.
- They have the bunker for the fireworks. The fireworks should be delivered on Saturday. They have the Connex box to store the fireworks.
- Chief Schiers is trying to determine how to best offer incentives to get more volunteers for the fire department. The 4th of July Celebration is scheduled to take place in the park.

Councilman Johnson suggested sending a letter of thanks to employers for supporting their volunteer fire fighters. Chief Schiers said that not all employers let them go, but many have flexible schedules. He said he really wants to work on the attitude of the group. He's not sure how to approach the community to recruit new volunteer firefighters. The Council suggested putting an article in next newsletter.

RUFUS BUILDING – ECONOMIC DEVELOPMENT COMMITTEE

RECOMMENDATION: Councilman Johnson said the Economic Development committee has recommended selling the building for \$1 based on proposals from potential owners who would be willing to set up shop there. The Rufus building is in pretty poor repair, so in order to offset the cost of the repair, they would like to offer the building as an incentive.

Attorney Wayment suggested a lease to own situation. If the business is successful for three years, the building can be theirs.

Councilman Johnson said the first step is to get the word out. They suggested using the newsletter, the City website, Facebook, the newspapers, and the Chamber of Commerce to spread the word.

PURCHASE ORDER SYSTEM DISCUSSION: Mr. Scott said the staff has a pretty good consensus that the purchase order system is outdated. It bottle necks things. It does protect the staff in a lot of ways because the Council is making the decisions, but it makes it difficult to do things, especially with items that have been budgeted for. Mr. Scott said we need to empower our department heads to spend money that has been budgeted for. If there is something that hasn't been budgeted for, then it should definitely come before the council.

Councilman Adams asked if Mr. Scott had number recommendations. Mr. Scott said for budgeted items he recommends a City Manager authorization level up to \$10,000, and a department head authorization level of up to \$5,000 with management approval.

Mayor Landes asked Mr. Scott to put something together for the next action meeting.

MEMBER REPORTS:

Councilman Adams said he keeps getting reports back from the Reservoir Company about the well at the forebay. He said he understands that well is owned by the Reservoir Company, but the City owns shares in the Reservoir Company, so they own it also. He asked if he is correct in saying the City has been using that well and paying for the utilities to run it. Mr. Scott said the City that is what he understands. He also said the City pays a yearly assessment that Mr. LeFevre brings in every year.

Councilman Adams said the Reservoir Company is thinking of dumping that water into the main canal so that when it comes out the City will get 25% and the Reservoir Company 75%. He asked if the City is talking about putting that straight into the pressurized system. Mr. Scott said that well has always benefited the City, so the thought was to have it continue benefitting the City. Mr. Scott said he has offered to have a meeting with Mr. Jeff Wood and Mr. Austin LeFevre. Councilman Adams said he thinks the City needs to initiate that meeting.

Councilman Johnson reported that the Power Board discussed net metering at their last meeting. They also discussed giving something to the City from the Power Company. They are looking at investing something in the community that will attract families and help the City grow. They have voted to move forward with that. They need to evaluate the Power Company and determine what they need to hold in reserve.

Councilman Orton received a comment of frustration from a resident about how the roads in Parowan are in disrepair and yet we are building a big, fancy new City Office.

Councilman Thayer showed the Council an old Japanese flag from WWII. His father's name is on it.

PUBLIC COMMENT & DISCUSSION – TWO MINTUE LIMIT EACH:

Mrs. Linda Lowder asked if the solar plant was county or state. It is private.

ADJOURN: Councilman Adams moved to adjourn the meeting. Councilman Thayer seconded the motion. All Council members voted in favor of the motion. The meeting adjourned at 7:52 p.m.

Donald G. Landes, Mayor

Callie Bassett, City Recorder

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 *OAK COINS*

PURCHASE ORDER
 NO. *0906*

DATE: *3/11/2015* *6-1-2015*

DELIVERY ADDRESS:

DEPARTMENT <i>1/2 MARATHON</i>			ACCT. NO. <i>107263</i>	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
ITEM NO.	QUANTITY	UNIT	DESCRIPTION		
			<i>MEDALS FOR 1/2 MARATHON.</i>		<i>\$1,645.00</i>

[Signature]
 DEPARTMENT HEAD

 CITY RECORDER

[Signature]
 CITY TREASURER

[Signature]
 CITY MANAGER

APPROVED BY CITY COUNCIL _____

Oakcoins

CUSTOM MADE PRODUCTS

Quote

Date	Estimate #
2/11/2015	2875

Customer Information
Parowan City

Oakcoins Inc

348 North Main Street
 Kaysville, UT 84037
 801-444-0114

Account Manager
JN

Description	Qty	Rate	Total
Parowan City - 2015 Size: 4 inch Thickness: 4 mm Finish: Antique Silver Ribbon: 1.5 inch x 34 inch	300	4.45	1,335.00
Custom Die		215.00	215.00
Shipping and Handling Charge		95.00	95.00
Out-of-state sale, exempt from sales tax		0.00%	0.00

Thank you for letting Oakcoins quote your project. Quotes may be readjusted following final approval of artwork. Please contact your sales representative with any questions that you have regarding this price quote. If you would like to make sample coins before going to full production let us know and we can provide you with pricing. Our quotes are valid for 30 days. Please be aware that securing permission for the use of trademarks or copyrighted material is the responsibility of the customer.

Total	\$1,645.00
--------------	-------------------

Von Mellor

From: Shayne Scott [pcmanager@infowest.com]
Sent: Tuesday, March 24, 2015 9:22 AM
To: 'Von Mellor'
Cc: 'Heather Shurtleff'
Subject: Christmas Lights

Von,

A little explanation on the Christmas Lights PO. We have expended the budget this year and I did discuss Jet buying more Christmas Lights. The problem is if we wait until July they won't get here in time. SO what I propose is we have her buy them now. We tell her she is spending next years amounts and therefore we blow this years budget up to the tune of \$20k or so but then next year we will have a \$10k budget for Christmas lights that will not be touched. So therefore after both years it will be a wash. Does that make sense? Sorry, it is a timing issue. Let me know if you are more confused than you were before.

Shayne

Shayne Scott
City Manager
(435) 477-3331

*Spent last year \$12,274
New P.O.
left to use*



MOTHER TOWN OF SOUTHERN UTAH

Teach InfoWest Spam Trap if this mail is spam:

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

REMEMBER: Never give out your account information, password, or other personal information over e-mail.

CMS

**Parowan City
Check Register
General Checking - 06/25/2015 to 07/07/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
5 Star Life Insurance Company	25738	PR061215-3901	07/07/2015	156.07	5 Star Life Insurance	102245 - MISC/PAYROLL PAYABLE
5 Star Life Insurance Company	25738	PR062615-3901	07/07/2015	156.07	5 Star Life Insurance	102245 - MISC/PAYROLL PAYABLE
				\$312.14		
AFLAC	25739	PR061215-3750	07/07/2015	18.30	AFLAC after-tax	102253 - AMERICAN FAMILY LIFE I
AFLAC	25739	PR061215-3750	07/07/2015	61.08	AFLAC pre-tax	102253 - AMERICAN FAMILY LIFE I
AFLAC	25739	PR062615-3750	07/07/2015	18.30	AFLAC after-tax	102253 - AMERICAN FAMILY LIFE I
AFLAC	25739	PR062615-3750	07/07/2015	61.08	AFLAC pre-tax	102253 - AMERICAN FAMILY LIFE I
				\$158.76		
ALDO BIASI	25668	06222015	06/25/2015	43.43	REIMBURSEMENT FOR GIS SCHOOLING FO	108025 - REPAIRS TO EQUIPMENT
ALDO BIASI	25668	06222015	06/25/2015	86.83	REIMBURSEMENT FOR GIS SCHOOLING FO	554031 - PROFESSIONAL & TECH
ALDO BIASI	25668	06222015	06/25/2015	130.28	REIMBURSEMENT FOR GIS SCHOOLING FO	574031 - PROFESSIONAL AND TE
ALDO BIASI	25668	06222015	06/25/2015	173.70	REIMBURSEMENT FOR GIS SCHOOLING FO	514033 - EDUCATION AND TRAINI
ALDO BIASI	25668	06222015	06/25/2015	217.13	REIMBURSEMENT FOR GIS SCHOOLING FO	524033 - EDUCATION AND TRAINI
ALDO BIASI	25668	06222015	06/25/2015	217.13	REIMBURSEMENT FOR GIS SCHOOLING FO	544033 - EDUCATION AND TRAINI
				\$868.50		
ALSCO-AMERICAN LINEN DIVISIO	25669	LSTG641654	06/25/2015	39.64	MAT CLEANING SERVICE	544026 - MAINTENANCE MATERIA
ALSCO-AMERICAN LINEN DIVISIO	25669	LSTG641654	06/25/2015	39.65	MAT CLEANING SERVICE	544026 - MAINTENANCE MATERIA
				\$79.29		
AMERICAN FLAG AND GIFT	25670	144486A	06/25/2015	288.95	AMERICAN FLAGS/PAID FROM THE CHAMB	107526 - MAINTENANCE MATERIA
BARTLETT, SHELBY	25700	06262015	07/02/2015	120.00	UMPING MACHINE PITCH TOURNAMENT	107271 - SOFTBALL LEAGUES
BCI	25701	07022015	07/02/2015	90.00	BCI TAC CONFERENCE, 2015 - CINDY KIRKH	104233 - EDUCATION AND TRAINI
BECKMAN, ERIN	25702	07012015	07/02/2015	100.00	STALL DEPOSIT REFUND AS PER JOHN DAL	107154 - STALLS
BIASI AUTOMOTIVE & DIESEL, INC	25703	31367	07/02/2015	169.00	four wheel alignment on Kelly's truck	106125 - REPAIR TO EQUIPMENT
CAL RANCH STORES	25671	5269/11	06/25/2015	6.73	SHOP SPLIT	106126 - MAINTENANCE, MATERIA
CAL RANCH STORES	25671	5269/11	06/25/2015	6.74	SHOP SPLIT	514026 - MAINTENANCE MATERIA
CAL RANCH STORES	25671	5269/11	06/25/2015	6.74	SHOP SPLIT	524026 - MAINTENANCE MATERIA
CAL RANCH STORES	25671	5269/11	06/25/2015	6.74	SHOP SPLIT	544026 - MAINTENANCE MATERIA
CAL RANCH STORES	25671	5269/11	06/25/2015	6.74	SHOP SPLIT	574026 - MAINTENANCE MATERIA
CAL RANCH STORES	25671	5269/11	06/25/2015	6.76	SHOP SPLIT	534026 - MAINTENANCE MATERIA
CAL RANCH STORES	25671	5269/11	06/25/2015	211.38	STREET SWEEPER PARTS/WATER SPRAYE	106125 - REPAIR TO EQUIPMENT
CAL RANCH STORES	25671	5295/11	06/25/2015	14.99	PUBIC WORKS SPLIT	524026 - MAINTENANCE MATERIA
CAL RANCH STORES	25671	5295/11	06/25/2015	14.99	PUBLIC WORKS SPLIT	106126 - MAINTENANCE, MATERIA
CAL RANCH STORES	25671	5295/11	06/25/2015	14.99	PUBLIC WORKS SPLIT	514026 - MAINTENANCE, MATERIA
CAL RANCH STORES	25671	5295/11	06/25/2015	14.99	PUBLIC WORKS SPLIT	544026 - MAINTENANCE MATERIA
CAL RANCH STORES	25671	5295/11	06/25/2015	14.99	PUBLIC WORKS SPLIT	574026 - MAINTENANCE MATERIA
				\$326.78		
CENTURY LINK	25672	857406242015	06/25/2015	0.84	CENTURY LINK SPLIT	105728 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	0.84	CENTURY LINK SPLIT	105828 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	0.84	CENTURY LINK SPLIT	106928 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	0.84	CENTURY LINK SPLIT	107128 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	0.84	CENTURY LINK SPLIT	108028 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	0.85	CENTURY LINK SPLIT	104228 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	1.68	CENTURY LINK SPLIT	104128 - TELEPHONE

**Parowan City
Check Register
General Checking - 06/25/2015 to 07/07/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
CENTURY LINK	25672	857406242015	06/25/2015	1.68	CENTURY LINK SPLIT	105928 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	2.10	CENTURY LINK SPLIT	574028 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	3.16	CENTURY LINK SPLIT	524028 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	3.16	CENTURY LINK SPLIT	544028 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	4.21	CENTURY LINK SPLIT	104328 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	4.21	CENTURY LINK SPLIT	105428 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	6.31	CENTURY LINK SPLIT	514028 - TELEPHONE
CENTURY LINK	25672	857406242015	06/25/2015	10.52	CENTURY LINK SPLIT	534028 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	0.28	CENTURY LINK SPLIT	105728 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	0.28	CENTURY LINK SPLIT	105828 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	0.28	CENTURY LINK SPLIT	106928 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	0.28	CENTURY LINK SPLIT	107128 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	0.28	CENTURY LINK SPLIT	108028 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	0.30	CENTURY LINK SPLIT	104228 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	0.56	CENTURY LINK SPLIT	104128 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	0.56	CENTURY LINK SPLIT	105928 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	0.71	CENTURY LINK SPLIT	574028 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	1.06	CENTURY LINK SPLIT	524028 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	1.06	CENTURY LINK SPLIT	544028 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	1.41	CENTURY LINK SPLIT	104328 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	1.41	CENTURY LINK SPLIT	105428 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	2.12	CENTURY LINK SPLIT	514028 - TELEPHONE
CENTURY LINK	25704	1342561620	07/02/2015	3.53	CENTURY LINK SPLIT	534028 - TELEPHONE
				\$56.20		
Child Support Services	25740	PR062615-4256	07/07/2015	535.38	Child Support Services	102245 - MISC/PAYROLL PAYABLE
CODALE ELECTRIC SUPPLY, INC	25673	S5244980.001	06/25/2015	12,765.00	TRANSFORMER FOR HYDRO PROJECT - VO	531601 - Electric work in process
CODALE ELECTRIC SUPPLY, INC	25673	S5405385.001	06/25/2015	887.41	TOOLS FOR ELECTRIC DEPARTMENT - JER	534026 - MAINTENANCE MATERIA
CODALE ELECTRIC SUPPLY, INC	25673	S5408012.001	06/25/2015	10.02	SHOP SPLIT	105126 - MAINTENANCE MATERIA
CODALE ELECTRIC SUPPLY, INC	25673	S5408012.001	06/25/2015	10.02	SHOP SPLIT	514026 - MAINTENANCE MATERIA
CODALE ELECTRIC SUPPLY, INC	25673	S5408012.001	06/25/2015	10.02	SHOP SPLIT	524026 - MAINTENANCE MATERIA
CODALE ELECTRIC SUPPLY, INC	25673	S5408012.001	06/25/2015	10.02	SHOP SPLIT	534026 - MAINTENANCE MATERIA
CODALE ELECTRIC SUPPLY, INC	25673	S5408012.001	06/25/2015	10.02	SHOP SPLIT	574026 - MAINTENANCE MATERIA
CODALE ELECTRIC SUPPLY, INC	25673	S5416559.001	06/25/2015	34.18	SHOP SPLIT	106126 - MAINTENANCE MATERIA
CODALE ELECTRIC SUPPLY, INC	25673	S5416559.001	06/25/2015	34.18	SHOP SPLIT	524026 - MAINTENANCE MATERIA
CODALE ELECTRIC SUPPLY, INC	25673	S5416559.001	06/25/2015	34.18	SHOP SPLIT	544026 - MAINTENANCE MATERIA
CODALE ELECTRIC SUPPLY, INC	25673	S5416559.001	06/25/2015	34.18	SHOP SPLIT	574026 - MAINTENANCE MATERIA
CODALE ELECTRIC SUPPLY, INC	25673	S5416559.001	06/25/2015	34.19	SHOP SPLIT	514026 - MAINTENANCE MATERIA
CODALE ELECTRIC SUPPLY, INC	25705	S5286974.003	07/02/2015	147.00	UNIFORM SUPPLIES FOR JORDAN CANNON	534026 - MAINTENANCE MATERIA
CODALE ELECTRIC SUPPLY, INC	25705	S5287017.001	07/02/2015	532.58	UNIFORM SUPPLIES FOR JEREMY FRANKLI	534047 - UNIFORM ALLOWANCE
CODALE ELECTRIC SUPPLY, INC	25705	S5409454.001	07/02/2015	231.40	BRONZE CABLE TO TRRANFORMER TANK	534026 - MAINTENANCE MATERIA
				\$14,828.69		
DAVIS HEATING & A/C SERVICE	25706	37653	07/02/2015	886.00	purchase evap cooler, motor and ducting only/ n	105526 - MAINTENANCE MATERIA
DECADENCE ENTERPRISES	25707	10003	07/02/2015	18.75	CLEANING SPLIT	524031 - PROFESSIONAL & TECH
DECADENCE ENTERPRISES	25707	10003	07/02/2015	18.75	CLEANING SPLIT	544031 - PROFESSIONAL AND TE

**Parowan City
Check Register
General Checking - 06/25/2015 to 07/07/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
DECADENCE ENTERPRISES	25707	10003	07/02/2015	24.38	CLEANING SPLIT	104231 - PROFESSIONAL AND TE
DECADENCE ENTERPRISES	25707	10003	07/02/2015	24.38	CLEANING SPLIT	105731 - PROFESSIONAL AND TE
DECADENCE ENTERPRISES	25707	10003	07/02/2015	24.38	CLEANING SPLIT	107531 - PROFESSIONAL & TECH
DECADENCE ENTERPRISES	25707	10003	07/02/2015	24.38	CLEANING SPLIT	108031 - PROFESSIONAL & TECH
DECADENCE ENTERPRISES	25707	10003	07/02/2015	37.50	CLEANING SPLIT	514031 - PROFESSIONAL & TECH
DECADENCE ENTERPRISES	25707	10003	07/02/2015	37.50	CLEANING SPLIT	554031 - PROFESSIONAL & TECH
DECADENCE ENTERPRISES	25707	10003	07/02/2015	37.50	CLEANING SPLIT	574031 - PROFESSIONAL AND TE
DECADENCE ENTERPRISES	25707	10003	07/02/2015	48.75	CLEANING SPLIT	105831 - PROFESSIONAL AND TE
DECADENCE ENTERPRISES	25707	10003	07/02/2015	112.50	CLEANING SPLIT	534031 - PROFESSIONAL & TECH
DECADENCE ENTERPRISES	25707	10003	07/02/2015	121.88	CLEANING SPLIT	105431 - PROFESSIONAL AND TE
DECADENCE ENTERPRISES	25707	10003	07/02/2015	219.35	CLEANING SPLIT	104331 - PROFESSIONAL AND TE
				\$750.00		
DEPARTMENT OF WILDLIFE RESO	25674	06242015	06/25/2015	50.00	RESTITUTION FROM BURKE DEGROFF CAS	104235 - RESTITUTION
ENERLYTE, LLC	25708	6749	07/02/2015	142.00	ENERLYTE ENERGY EFFICIENCY MONTHLY	534031 - PROFESSIONAL & TECH
EPG TESTING AND SAFETY TRAIN	25709	2319	07/02/2015	741.50	HOT STICK TESTING, 8 SECTION HOT STIC	534026 - MAINTENANCE MATERIA
FAIR-PLAY	25675	128215	06/25/2015	4,400.00	SCOREBOARD REPAIR FOR BBALL FIELDS	107026 - MAINTENANCE MATERIA
FASTENAL	25676	UTCED60045	06/25/2015	1.44	SHOP SPLIT	106126 - MAINTENANCE, MATERIA
FASTENAL	25676	UTCED60045	06/25/2015	1.44	SHOP SPLIT	514026 - MAINTENANCE MATERIA
FASTENAL	25676	UTCED60045	06/25/2015	1.44	SHOP SPLIT	524026 - MAINTENANCE MATERIA
FASTENAL	25676	UTCED60045	06/25/2015	1.44	SHOP SPLIT	534026 - MAINTENANCE MATERIA
FASTENAL	25676	UTCED60045	06/25/2015	1.44	SHOP SPLIT	544026 - MAINTENANCE MATERIA
FASTENAL	25676	UTCED60045	06/25/2015	1.44	SHOP SPLIT	574026 - MAINTENANCE MATERIA
FASTENAL	25676	UTCED60130	06/25/2015	38.34	HARDWARE AND BLADES - REPAIRS TO BA	107026 - MAINTENANCE MATERIA
FASTENAL	25710	UTCED60294	07/02/2015	10.89	HARDWARE FOR BENCHES	107026 - MAINTENANCE MATERIA
FASTENAL	25710	UTCED60344	07/02/2015	12.82	BOLTS FOR BASEBALL BENCHES	107026 - MAINTENANCE MATERIA
				\$70.69		
FIRST CHOICE INDUSTRIAL	25711	111268	07/02/2015	15.42	SHOP SPLIT	106126 - MAINTENANCE, MATERIA
FIRST CHOICE INDUSTRIAL	25711	111268	07/02/2015	15.42	SHOP SPLIT	514026 - MAINTENANCE MATERIA
FIRST CHOICE INDUSTRIAL	25711	111268	07/02/2015	15.42	SHOP SPLIT	524026 - MAINTENANCE MATERIA
FIRST CHOICE INDUSTRIAL	25711	111268	07/02/2015	15.42	SHOP SPLIT	544026 - MAINTENANCE MATERIA
FIRST CHOICE INDUSTRIAL	25711	111268	07/02/2015	15.42	SHOP SPLIT	574026 - MAINTENANCE MATERIA
FIRST CHOICE INDUSTRIAL	25711	111268	07/02/2015	15.45	SHOP SPLIT	534026 - MAINTENANCE MATERIA
				\$92.55		
GCR TIRES & SERVICE	25677	703-38094	06/25/2015	15.35	SHOP SPLIT	514026 - MAINTENANCE MATERIA
GCR TIRES & SERVICE	25677	703-38094	06/25/2015	15.35	SHOP SPLIT	524026 - MAINTENANCE MATERIA
GCR TIRES & SERVICE	25677	703-38094	06/25/2015	15.35	SHOP SPLIT	544026 - MAINTENANCE MATERIA
GCR TIRES & SERVICE	25677	703-38094	06/25/2015	15.37	SHOP SPLIT	106126 - MAINTENANCE, MATERIA
GCR TIRES & SERVICE	25677	703-38094	06/25/2015	15.39	SHOP SPLIT	534026 - MAINTENANCE MATERIA
GCR TIRES & SERVICE	25712	703-38283	07/02/2015	634.80	TIRES FOR POLICE VEHICLE	105425 - REPAIRS TO EQUIPMENT
				\$726.96		
H&H OVERSTOCK EMPORIUM	25713	06302015	07/02/2015	8.00	2 fluorescent light bulbs	107126 - MAINTENANCE MATERIA
HEIDENREICH, ALICE	25714	07022015	07/02/2015	225.76	reimbursement for Alice for Pool Concessions	106926 - MAINTENANCE MATERIA

**Parowan City
Check Register
General Checking - 06/25/2015 to 07/07/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
HEIDENREICH, KURTIS	25715	06262015	07/02/2015	120.00	UMPING MACHINE PITCH TOURNAMENT	107271 - SOFTBALL LEAGUES
HOME DEPOT CREDIT SERVICES	25678	1014452	06/25/2015	107.62	MATERIALS FOR THEATER REPAIRS- JET S	107326 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25678	1025292	06/25/2015	11.12	SHOP SPLIT	106126 - MAINTENANCE, MATERIA
HOME DEPOT CREDIT SERVICES	25678	1025292	06/25/2015	11.12	SHOP SPLIT	514026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25678	1025292	06/25/2015	11.12	SHOP SPLIT	524026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25678	1025292	06/25/2015	11.12	SHOP SPLIT	534026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25678	1025292	06/25/2015	11.12	SHOP SPLIT	544026 - MAINTENANCE MATERIA
HOME DEPOT CREDIT SERVICES	25678	1025292	06/25/2015	11.12	SHOP SPLIT	574026 - MAINTENANCE MATERIA
				\$174.34		
IMAGE PRO	25679	75916	06/25/2015	64.09	JULY 4TH FLYERS/1/2 MARATHON POSTER	107222 - ADVERTISING
IMAGE PRO	25679	76020	06/25/2015	63.47	MAPS FOR GLIDER FESTIVAL	107259 - GLIDER EVENTS
IMAGE PRO	25716	75838	07/02/2015	87.48	july concert series flyers and poster - 2015	107253 - CONCERTS
IMAGE PRO	25716	75976	07/02/2015	31.71	saddle up and save a pup poster - graphics only	107222 - ADVERTISING
				\$246.75		
IPSON, MIKALENE	25717	07022015	07/02/2015	150.00	JULY CONCERT SERIES PERFORMANCE - 2	107253 - CONCERTS
JENSEN & SULLIVAN, LLC	25741	PR062615-5311	07/07/2015	313.18	Garnishment	102245 - MISC/PAYROLL PAYABLE
JOYCE EVANS	25718	06302015	07/02/2015	460.31	fringe and festooning for labor day parade - rei	107254 - PARADES
JUDY SCHIERS	25737	07032015	07/03/2015	50.00	CHANGE FOR THE JULY 4TH GAMES AT TH	105749 - SPECIAL DEPARTMENT S
LEAFTY, JOSEPH	25680	10000290.0622	06/25/2015	198.51	Deposit Refund: 100000290 - LEAFTY, JOSEP	532135 - CUSTOMER DEPOSITS
LegalShield	25742	PR061215-3755	07/07/2015	12.95	Pre-Paid Legal	102245 - MISC/PAYROLL PAYABLE
LegalShield	25742	PR062615-3755	07/07/2015	12.95	Pre-Paid Legal	102245 - MISC/PAYROLL PAYABLE
				\$25.90		
LONG TERM DISABILITY PROGRA	25743	PR061215-354	07/07/2015	288.50	Long Term Disability	102230 - RETIREMENT PAYABLE
LONG TERM DISABILITY PROGRA	25743	PR062615-354	07/07/2015	299.41	Long Term Disability	102230 - RETIREMENT PAYABLE
				\$587.91		
MICROMARKETING ASSOCIATES	25681	576610	06/25/2015	34.18	BOOKS	107521 - BOOKS
MICROMARKETING ASSOCIATES	25719	579184	07/02/2015	16.19	BOOK	107521 - BOOKS
				\$50.37		
MONSTER INK & DESIGN	25682	1506	06/25/2015	120.00	JULY CONCERT SERIES BANNER	107253 - CONCERTS
MONSTER INK & DESIGN	25682	1535	06/25/2015	290.00	LIME T-SHIRTS FOR HALF MARATHON - JET	107263 - MARATHONS/RACES
				\$410.00		
MOUNT OLYMPUS WATERS, INC	25720	489807022015	07/02/2015	24.98	water cooler rental	534061 - SUNDRY
MOUNT OLYMPUS WATERS, INC	25720	489907022015	07/02/2015	56.43	water cooler rental	514061 - SUNDRY
				\$81.41		
Mountain America Credit Union	25744	PR062615-3752	07/07/2015	680.00	Credit Union	102240 - CREDIT UNION PAYABLE
OMS	25683	06222015	06/25/2015	25.00	RESTITUTION FROM SCENTILLA STEELE F	104235 - RESTITUTION
PAROWAN CITY	25745	PR062615-330	07/07/2015	175.00	Miscellaneous Deduction	102245 - MISC/PAYROLL PAYABLE
PAROWAN MARKET INC.	25684	021451	06/25/2015	26.95	concessions for pool - Alice Heidenreich	106926 - MAINTENANCE MATERIA
PAROWAN MARKET INC.	25684	080924	06/25/2015	14.95	supplies for visitor's center	105926 - MAINTENANCE MATERIA

**Parowan City
Check Register
General Checking - 06/25/2015 to 07/07/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
PAROWAN MARKET INC.	25684	514531	06/25/2015	36.00	Wednesday movie concessions - Jet Smith	107350 - CONCESSIONS
PAROWAN MARKET INC.	25684	571114	06/25/2015	29.24	pop for summer rec - Jet Smith	107270 - RECREATION/CONVENTI
PAROWAN MARKET INC.	25684	661514	06/25/2015	404.74	pool concessions - Alice Heidenreich	106926 - MAINTENANCE MATERIA
				<u>\$511.88</u>		
PAROWAN TREASURER	25685	100006252015	06/25/2015	2.79	UTILITY SPLIT	524027 - UTILITIES
PAROWAN TREASURER	25685	100006252015	06/25/2015	2.79	UTILITY SPLIT	574027 - UTILITIES
PAROWAN TREASURER	25685	100006252015	06/25/2015	5.57	UTILITY SPLIT	544027 - UTILITIES
PAROWAN TREASURER	25685	100006252015	06/25/2015	11.15	UTILITY SPLIT	514027 - UTILITIES
PAROWAN TREASURER	25685	100006252015	06/25/2015	11.15	UTILITY SPLIT	534027 - UTILITIES
PAROWAN TREASURER	25685	122006252015	06/25/2015	98.03	HERITAGE PARK	107027 - UTILITIES
PAROWAN TREASURER	25685	318306252015	06/25/2015	169.17	FIRE DEPARTMENT	105727 - UTILITIES
PAROWAN TREASURER	25685	318406252015	06/25/2015	30.95	PIONEER INDUSTRIAL	106227 - UTILITIES
PAROWAN TREASURER	25685	410406252015	06/25/2015	81.26	AIRPORT RESTROOMS	108527 - UTILITIES & MISCELLANE
PAROWAN TREASURER	25685	4105006252015	06/25/2015	74.70	AIRPORT RUNWAY LIGHTS	108527 - UTILITIES & MISCELLANE
PAROWAN TREASURER	25685	410506252015	06/25/2015	76.71	DOG POUND	105527 - UTILITIES
PAROWAN TREASURER	25685	411606252015	06/25/2015	17.92	405 NORTH MAIN	514027 - UTILITIES
PAROWAN TREASURER	25685	4117006252015	06/25/2015	13.04	UTILITY SPLIT	524027 - UTILITIES
PAROWAN TREASURER	25685	4117006252015	06/25/2015	13.05	UTILITY SPLIT	574027 - UTILITIES
PAROWAN TREASURER	25685	4117006252015	06/25/2015	26.06	UTILITY SPLIT	544027 - UTILITIES
PAROWAN TREASURER	25685	4117006252015	06/25/2015	52.13	UTILITY SPLIT	514027 - UTILITIES
PAROWAN TREASURER	25685	4117006252015	06/25/2015	52.13	UTILITY SPLIT	534027 - UTILITIES
PAROWAN TREASURER	25685	411706252015	06/25/2015	36.21	WATER SHOP	514027 - UTILITIES
PAROWAN TREASURER	25685	411806252015	06/25/2015	12.56	UTILITY SPLIT	524027 - UTILITIES
PAROWAN TREASURER	25685	411806252015	06/25/2015	25.08	UTILITY SPLIT	574027 - UTILITIES
PAROWAN TREASURER	25685	411806252015	06/25/2015	50.17	UTILITY SPLIT	544027 - UTILITIES
PAROWAN TREASURER	25685	411806252015	06/25/2015	50.18	UTILITY SPLIT	514027 - UTILITIES
PAROWAN TREASURER	25685	4159006252015	06/25/2015	24.85	73 NORTH MAIN	534027 - UTILITIES
PAROWAN TREASURER	25685	415906252015	06/25/2015	51.87	VISITORS CENTER	105927 - UTILITIES
PAROWAN TREASURER	25685	4159206252015	06/25/2015	81.64	VISITORS CENTER	105927 - UTILITIES
PAROWAN TREASURER	25685	419706252015	06/25/2015	24.63	UTILITY SPLIT	524027 - UTILITIES
PAROWAN TREASURER	25685	419706252015	06/25/2015	24.63	UTILITY SPLIT	574027 - UTILITIES
PAROWAN TREASURER	25685	419706252015	06/25/2015	49.19	UTILITY SPLIT	544027 - UTILITIES
PAROWAN TREASURER	25685	419706252015	06/25/2015	98.41	UTILITY SPLIT	534027 - UTILITIES
PAROWAN TREASURER	25685	419706252015	06/25/2015	98.42	UTILITY SPLIT	514027 - UTILITIES
PAROWAN TREASURER	25685	419800625201	06/25/2015	426.13	LIBRARY	107527 - UTILITIES
PAROWAN TREASURER	25685	421006252015	06/25/2015	212.10	THEATER	107327 - UTILITIES
PAROWAN TREASURER	25685	42206252015	06/25/2015	87.36	DUP - OLD ROCK CHURCH	104927 - UTILITIES
PAROWAN TREASURER	25685	423006252015	06/25/2015	35.30	JESSE SMITH HOME	104927 - UTILITIES
PAROWAN TREASURER	25685	6100006252015	06/25/2015	33.33	LIONS PAVILLION	107027 - UTILITIES
PAROWAN TREASURER	25685	610006252015	06/25/2015	992.42	SWIMMING POOL	106927 - UTILITIES
PAROWAN TREASURER	25685	614706252015	06/25/2015	48.04	CEMETERY WATER	108027 - UTILITIES
PAROWAN TREASURER	25685	614906252015	06/25/2015	1,532.52	MAIN CANYON WELL	514027 - UTILITIES
PAROWAN TREASURER	25685	615406252015	06/25/2015	28.56	CITY RESERVOIR	574027 - UTILITIES
PAROWAN TREASURER	25685	6154106252015	06/25/2015	97.30	CITY CHLORINATOR	574027 - UTILITIES
PAROWAN TREASURER	25685	618906252015	06/25/2015	20.45	BBALL FIELDS	107027 - UTILITIES
PAROWAN TREASURER	25685	6189700625201	06/25/2015	183.89	EXB BUILDING	107127 - UTILITIES

**Parowan City
Check Register
General Checking - 06/25/2015 to 07/07/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
PAROWAN TREASURER	25685	6189706252015	06/25/2015	47.20	BBALL CONCESSIONS	107027 - UTILITIES
PAROWAN TREASURER	25685	6189720625201	06/25/2015	110.89	FAIR GR CON	107127 - UTILITIES
PAROWAN TREASURER	25685	6189750625201	06/25/2015	73.49	SOCCER FIELD	107027 - UTILITIES
PAROWAN TREASURER	25685	620006252015	06/25/2015	52.02	RACE TRACK WELL	574027 - UTILITIES
PAROWAN TREASURER	25685	751306252015	06/25/2015	14.66	MEEKS POND	107026 - MAINTENANCE MATERIA
PAROWAN TREASURER	25685	751806252015	06/25/2015	14.66	POWER PLANT	534027 - UTILITIES
PAROWAN TREASURER	25685	760406252015	06/25/2015	14.66	PI 100 S & MAIN	107027 - UTILITIES
PAROWAN TREASURER	25685	760506252015	06/25/2015	14.66	CHURCH SQUARE	107027 - UTILITIES
				\$5,418.64		
PARTSMASTER	25721	20907923	07/02/2015	24.33	SHOP SPLIT	106126 - MAINTENANCE MATERIA
PARTSMASTER	25721	20907923	07/02/2015	24.33	SHOP SPLIT	514026 - MAINTENANCE MATERIA
PARTSMASTER	25721	20907923	07/02/2015	24.33	SHOP SPLIT	524026 - MAINTENANCE MATERIA
PARTSMASTER	25721	20907923	07/02/2015	24.33	SHOP SPLIT	544026 - MAINTENANCE MATERIA
PARTSMASTER	25721	20907923	07/02/2015	24.33	SHOP SPLIT	574026 - MAINTENANCE MATERIA
PARTSMASTER	25721	20907923	07/02/2015	24.38	SHOP SPLIT	534026 - MAINTENANCE MATERIA
				\$146.03		
PUBLIC EMPLOYEES HEALTH PR	25686	0121533545	06/25/2015	29,570.78	JUNE HEALTH COVERAGE/DENTAL COVER	102250 - HEALTH INSURANCE PAY
PUBLIC EMPLOYEES HEALTH PR	25686	0121533546	06/25/2015	1,554.54	JUNE HEALTH COVERAGE/DENTAL COVER	102250 - HEALTH INSURANCE PAY
				\$31,125.32		
REID, GLENDA	25722	07022015	07/02/2015	150.00	JULY CONCERT SERIES PERFORMANCE - 2	107253 - CONCERTS
ROBINSON, BRANDON	25723	06262015	07/02/2015	96.00	UMPING MACHINE PITCH TOURNAMENT	107271 - SOFTBALL LEAGUES
ROCKY MOUNTAIN POWER	25687	8001406232015	06/25/2015	294.06	2600 N 2600 W	544027 - UTILITIES
ROCKY MOUNTAIN POWER	25687	8003006232015	06/25/2015	266.48	2650 W 2600 N	544027 - UTILITIES
				\$560.54		
ROWLEY, BRENNEN	25724	06262015	07/02/2015	96.00	UMPING MACHINE PITCH TOURNAMENT	107271 - SOFTBALL LEAGUES
SCHOLZEN PRODUCTS	25725	6046899-01	07/02/2015	24.39	PIPE FITTINGS	514026 - MAINTENANCE MATERIA
SCHOLZEN PRODUCTS	25725	6048776-00	07/02/2015	5.88	CLEAR SUCTION HOSE	107026 - MAINTENANCE MATERIA
SCHOLZEN PRODUCTS	25725	6048780-00	07/02/2015	49.00	1 HR NICAD CHARGER	107026 - MAINTENANCE MATERIA
SCHOLZEN PRODUCTS	25725	6050661-00	07/02/2015	100.04	SLIP-FIX REPAIR CPLG, PVC COUPLINGS	107026 - MAINTENANCE MATERIA
SCHOLZEN PRODUCTS	25725	HR03003704	07/02/2015	128.00	CYLINDER RENTAL INVOICE	514026 - MAINTENANCE MATERIA
				\$307.31		
SOUTHERN UTAH ALARM	25726	5692	07/02/2015	731.00	INSTALLATION OF CCTV SYSTEM FOR FIRE	105749 - SPECIAL DEPARTMENT S
SOUTHERN UTAH OFFICE MACHI	25688	68238	06/25/2015	88.00	COPY PAPER	105926 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25688	68294	06/25/2015	2.99	thermal paper -(cash register paper) for pool	106926 - MAINTENANCE MATERIA
SOUTHERN UTAH OFFICE MACHI	25727	68350	07/02/2015	367.98	toner cartridges	107526 - MAINTENANCE MATERIA
				\$458.97		
SOUTHERN UTAH UNIVERSITY	25689	S0030261	06/25/2015	20.00	WATER LAB K201501221	514031 - PROFESSIONAL & TECH
SOUTHERN UTAH UNIVERSITY	25728	S0030327	07/02/2015	30.00	WATER LAB K201501281	514031 - PROFESSIONAL & TECH
				\$50.00		
SOUTHWEST PUBLISHING	25729	8794	07/02/2015	60.00	NEWSLETTER SPLIT	104331 - PROFESSIONAL AND TE
SOUTHWEST PUBLISHING	25729	8794	07/02/2015	60.00	NEWSLETTER SPLIT	107261 - SUNDRY
SOUTHWEST PUBLISHING	25729	8794	07/02/2015	60.00	NEWSLETTER SPLIT	514031 - PROFESSIONAL & TECH

**Parowan City
Check Register
General Checking - 06/25/2015 to 07/07/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
SOUTHWEST PUBLISHING	25729	8794	07/02/2015	60.00	NEWSLETTER SPLIT	524031 - PROFESSIONAL & TECH
SOUTHWEST PUBLISHING	25729	8794	07/02/2015	60.00	NEWSLETTER SPLIT	534031 - PROFESSIONAL & TECH
				\$300.00		
STAPLES ADVANTAGE	25690	3265722395	06/25/2015	17.90	SHOP SPLIT	514026 - MAINTENANCE MATERIA
STAPLES ADVANTAGE	25690	3265722395	06/25/2015	17.90	SHOP SPLIT	524026 - MAINTENANCE MATERIA
STAPLES ADVANTAGE	25690	3265722395	06/25/2015	17.90	SHOP SPLIT	544026 - MAINTENANCE MATERIA
STAPLES ADVANTAGE	25690	3265722395	06/25/2015	17.90	SHOP SPLIT	574026 - MAINTENANCE MATERIA
STAPLES ADVANTAGE	25690	3265722395	06/25/2015	17.92	SHOP SPLIT	106126 - MAINTENANCE MATERIA
STAPLES ADVANTAGE	25690	3265722395	06/25/2015	17.95	SHOP SPLIT	534026 - MAINTENANCE MATERIA
STAPLES ADVANTAGE	25690	3265722396	06/25/2015	0.85	SHOP SPLIT	106126 - MAINTENANCE MATERIA
STAPLES ADVANTAGE	25690	3265722396	06/25/2015	0.85	SHOP SPLIT	524026 - MAINTENANCE MATERIA
STAPLES ADVANTAGE	25690	3265722396	06/25/2015	0.85	SHOP SPLIT	534026 - MAINTENANCE MATERIA
STAPLES ADVANTAGE	25690	3265722396	06/25/2015	0.85	SHOP SPLIT	544026 - MAINTENANCE MATERIA
STAPLES ADVANTAGE	25690	3265722396	06/25/2015	0.85	SHOP SPLIT	574026 - MAINTENANCE MATERIA
STAPLES ADVANTAGE	25690	3265722396	06/25/2015	0.86	SHOP SPLIT	514026 - MAINTENANCE MATERIA
				\$112.58		
STATE BANK OF SOUTHERN UTA	707201501	PR062615-424	07/07/2015	1,852.74	Medicare Tax	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	707201501	PR062615-424	07/07/2015	4,642.06	Federal Income Tax	102222 - FEDERAL WITHHOLDING
STATE BANK OF SOUTHERN UTA	707201501	PR062615-424	07/07/2015	7,922.18	Social Security Tax	102221 - FICA PAYABLE
				\$14,416.98		
STILLMAN, DEBRA LOWE	25730	07022015	07/02/2015	100.00	JULY CONCERT SERIES PERFORMANCE - 2	107253 - CONCERTS
SYMBOL ARTS	25691	0232560-IN	06/25/2015	1,015.25	T-SHIRTS FOR JULY 4TH CELEBRATION	105749 - SPECIAL DEPARTMENT S
TAYLOR MADE FENCING,LLC	25731	6667	07/02/2015	6,525.00	CANTILEVER ELECTRIC GATE FOR NEW CH	444073 - CONSTRUCTION - IMPRO
THE SPECTRUM	25692	2000058046	06/25/2015	2.06	PUBLIC NOTICES & ADS SPLIT	104122 - PUBLIC NOTICES AND AD
THE SPECTRUM	25692	2000058046	06/25/2015	5.16	PUBLIC NOTICES & ADS SPLIT	105422 - PUBLIC NOTICES AND AD
THE SPECTRUM	25692	2000058046	06/25/2015	6.87	PUBLIC NOTICES & ADS SPLIT	554026 - MAINTENANCE MATERIA
THE SPECTRUM	25692	2000058046	06/25/2015	10.31	PUBLIC NOTICES & ADS SPLIT	524022 - PUBLIC NOTICE AND ADS
THE SPECTRUM	25692	2000058046	06/25/2015	10.31	PUBLIC NOTICES & ADS SPLIT	544022 - PUBLIC NOTICES AND AD
THE SPECTRUM	25692	2000058046	06/25/2015	11.46	PUBLIC NOTICES & ADS SPLIT	574026 - MAINTENANCE MATERIA
THE SPECTRUM	25692	2000058046	06/25/2015	13.40	PUBLIC NOTICES & ADS SPLIT	104322 - PUBLIC NOTICES AND AD
THE SPECTRUM	25692	2000058046	06/25/2015	20.62	PUBLIC NOTICES & ADS SPLIT	514022 - PUBLIC NOTICES AND AD
THE SPECTRUM	25692	2000058046	06/25/2015	34.37	PUBLIC NOTICES & ADS SPLIT	534022 - PUBLIC NOTICES AND AD
				\$114.56		
TOWNSEND, SHELBEE	25732	06262015	07/02/2015	120.00	UMPING MACHINE PITCH TOURNAMENT	107271 - SOFTBALL LEAGUES
TURN SECURE SHREDDING	25733	2079	07/02/2015	26.25	secure documents	104324 - OFFICE SUPPLIES AND E
USDA FOREST SERVICE	25693	BF 040702R007	06/25/2015	76.32	PERMIT FOR HALF MARATHON	107263 - MARATHONS/RACES
UTAH EDUCATION NETWORK / U	25694	15-0998	06/25/2015	409.80	GIGE ETHERNET WAN - MAY AND JUNE 201	107531 - PROFESSIONAL & TECH
UTAH MUNICIPAL CLERKS ASSOC	25734	07022015	07/02/2015	150.00	UMCA MEMBERSHIP DUES 2015 - CALLIE B	104321 - SUBSCRIPTIONS AND ME
UTAH STATE TAX COMMISSION	25746	PR052515-490	07/07/2015	31.87	SWT	102223 - STATE WITHHOLDING PA
UTAH STATE TAX COMMISSION	25746	PR052915-490	07/07/2015	2,253.93	SWT	102223 - STATE WITHHOLDING PA
UTAH STATE TAX COMMISSION	25746	PR061215-490	07/07/2015	2,206.21	State Income Tax	102223 - STATE WITHHOLDING PA
UTAH STATE TAX COMMISSION	25746	PR062615-490	07/07/2015	2,366.02	State Income Tax	102223 - STATE WITHHOLDING PA
				\$6,858.03		

11.60 Purchase Order System

- [11.60.010 System Established](#)
- [11.60.020 Goals And Objectives](#)
- [11.60.030 Administration](#)
- [11.60.040 Roles Of City Officials, Officers And Employees](#)
- [11.60.050 Penalty](#)

11.60.010 System Established

Pursuant to Section 10.70.020, 10.80.020 and other pertinent provisions of the laws of the State of Utah, there is hereby adopted and established a purchasing system for the Parowan City Corporation, which shall be based upon the following principles.

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

11.60.020 Goals And Objectives

The goal of this Ordinance is to permit the acquisition of equipment, supplies and services through a centralized purchasing system. This system is established to provide cooperative service to all City Departments, and to ensure that goods and services purchased are of the highest quality at minimum cost to the City.

The primary objectives of this ordinance are as follows:

1. To centralize the purchasing function under a single authority in order to expedite the purchasing process.
2. To most effectively manage and provide the necessary budgetary constraints on purchases and to comply with legal controls imposed upon Utah Cities and Towns by the State Legislature.
3. To provide for the establishment of uniform policies and procedures through which all City employees shall follow for the acquisition of all required goods and services.
4. To provide for receipt and inspection of goods and services purchased with City funds.

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

11.60.030 Administration

The City Manager or his designee shall administer the purchasing system provided by this article. He shall perform the duties, or delegate the same, and have powers concerning purchasing matters as follows:

1. Establish policies and procedures to implement the purchasing system under the framework of this Ordinance and to interpret its provisions.
2. Administer and maintain the purchasing system and other rules and regulations established by this Ordinance and its authority.
3. Prescribe and see to the maintenance of such forms as are necessary to implement this Ordinance and related policies and procedures.

4. Provide for the maintenance of a vendors catalog file and other records needed for the efficient operation of the purchasing system.
5. Determine if competitive bidding is feasible, necessary or desirable to acquire supplies, equipment and contractual services.
6. Seek to obtain as full and open competition as possible on all purchases.
7. Negotiate and recommend execution of contracts for the purchase of supplies, equipment and contractual services.
8. Transfer surplus, unused, or under used supplies and equipment between departments as needed.

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

11.60.040 Roles Of City Officials, Officers And Employees

1. The City Manager shall be responsible for receiving all reports of, or requests for, expenditures of City funds. The City Manager shall have authority to authorize purchase orders for the expenditure of City funds **within approved budget** in an amount not to exceed **\$10,000.00** without approval from the Mayor or City Council. The City Manager, with the approval of the Mayor, shall have authority to authorize the **previously budgeted** expenditure of City funds in an amount not to exceed **\$25,000.00** without approval of the City Council, unless same is based on an emergency basis which shall substantially impact the City. Any authorization of an expenditure greater than that **amount or any expenditure that was not included as part of the annual budget process**, shall be given in advance in the form of a Purchase Order to the Parowan City Council at its next meeting.
2. All Parowan City Department Heads shall be responsible for purchases in their respective departments. No purchases will be made by any City employee without first obtaining the approval of their Department Head and the issuance of an authorized Purchase Order **where applicable. Parowan City Department Heads may authorize expenditures in their appropriate department that have been previously approved in the appropriate year's budget up to \$5,000.** Persons not regularly employed by Parowan City Corporation for at least 32 hours per week shall not have authority to purchase goods and services without specific authorization from the City Manager.
3. No expenditures shall be made without verification that the City has sufficient funds to pay for the proposed expenditure.

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

11.60.050 Penalty

Any City employee, officer, or elected official of Parowan City who knowingly and intentionally fails to follow the rules and regulations formulated under this Title for the operation of the Purchase Order System in Parowan City shall be subject to the most stern disciplinary measures provided under the Parowan City personnel manual or under applicable Utah State Code.

Any person who uses the Purchase Order System for his own gain or who knowingly and willfully refuses to abide by the Purchase Order System for his own gain, either by failing to do the acts required herein or doing any act prohibited herein, shall be guilty of a Class B misdemeanor and, upon conviction thereof, shall be subject to punishment by a fine not to

exceed \$1,500, by imprisonment for a term not to exceed six (6) months, or by both such fine and imprisonment.

TECHNICAL MEMORANDUM

Date: June 17, 2015

Subject: Preliminary Evaluation Report for Proposed Wastewater Changes
Municipal Sewer Lagoon System for Parowan City and Brian Head Town
Iron County, Utah, Project No. 8892-15

1.0 OVERVIEW

Rosenberg Associates was requested by Parowan City to research potential impacts from a proposal by Brian Head Town to discontinue participating in the existing wastewater sewer lagoon and collection system, and construct and operate its own treatment facility.

In 2003 the two communities partnered in an interlocal sewer agreement which established the terms for financing construction and operation of an expanded sewer lagoon system and collection trunk line. The new lagoon system was permitted in 2004 and constructed in 2005. Additional construction was performed on the treatment facility in 2010 to facilitate land disposal, thereby increasing capacity.

The interlocal agreement established Brian Head Town the use of up to 40% of the organic and hydraulic capacity of the system, with the remaining 60% being allocated to Parowan City. Brian Head Town contributes \$99,000 toward the annual bond payment amount for the project construction, which will be satisfied in 2025. Brian Head Town also pays an annual total of approximately \$44,000 to cover operations and maintenance expenses.

If Brian Head Town chooses to construct their own sewer treatment facility they will cease to discharge wastewater to the sewer lagoons, thereby increasing future capacity of the lagoons and extending the system life for Parowan City. However, the current loss of \$143,000 in annual revenues will need to be made up by Parowan City to cover the full bond repayment amount, plus full costs for the lagoon system operations and maintenance.

This preliminary evaluation report summarizes the following research made by Rosenberg Associates:

- Evaluate the existing lagoon system capacity and current amounts being discharged to the system by both communities.
- Evaluate options that may increase the lagoon system capacity utilizing more land disposal.
- Evaluate additional lagoon system capacity to Parowan City without Brian Head Town's participation.

- Evaluate increases needed to Parowan City sewer impact fee and sewer user/utility fee without Brian Head Town's participation.

This preliminary evaluation report is conceptual in nature. It is not meant to be a detailed impact fee facilities plan, impact fee analysis, or a detailed user fee analysis. It is recommended that Parowan City have a new impact fee facilities plan and user fee analysis prepared once/if Brian Head chooses to construct their own treatment facility.

2.0 DOCUMENTS REVIEWED

The following documents were reviewed as part of our research:

Reference 1: Parowan City and Brian Head Town Interlocal Sewer Agreement, executed by both communities on February 13, 2003, establishing the cost sharing amounts and terms between the two communities.

Reference 2: Parowan City Wastewater Facilities Plan, prepared by Alpha Engineering, September, 2004, establishing the design methodology for the proposed sewer lagoon system.

Reference 3: Parowan City Wastewater Treatment Expansion Project Construction Plans, prepared by Alpha Engineering, May, 2005, including the sewer lagoon system and the trunk line connecting the community to the new lagoons.

Reference 4: Parowan Wastewater Treatment Facility Operation and Maintenance Manual, prepared by Alpha Engineering, February, 2007, describing the sewer lagoon works and basic operational procedures.

Reference 5: Parowan Current Wastewater Flow Preliminary Design Tables – Updated Percolation Rates, 20-Year Design with Land Disposal, prepared by Alpha Engineering, January, 2010, projecting percolation, evaporation, precipitation, and water balance for the sewer lagoons adding in the land disposal process.

Reference 6 Land Disposal and Collection Project Construction Plans, Specifications and Contract Documents, prepared by Alpha Engineering, January, 2010, upgrading the sewer lagoons to include an additional pump station and chlorinator.

Reference 7: Brian Head Town 2011 Wastewater System Improvements Preliminary Engineering Report, prepared by Advanced Environmental Engineering, December, 2013, describing needed public sewer system infrastructure improvements including a conceptual discussion on a possible treatment plant.

Reference 8: Parowan City Resolution No. 2011-10-02, establishing the current sewer impact fee, connection fee, and user fee schedules.

Reference 9: Parowan City Budgeting Worksheet for Sewer Treatment, Fiscal Year July 2015 through June 2016, prepared by Parowan City, listing the operating budget for the sewer lagoon and a history of costs from the previous three fiscal years.

Reference 10: Miscellaneous Sewer Lagoon System Information, prepared by Parowan City public works, April, 2015, including a brief history and background information on the lagoon and land disposal system, and Parowan City and Brian Head Town sewer readings.

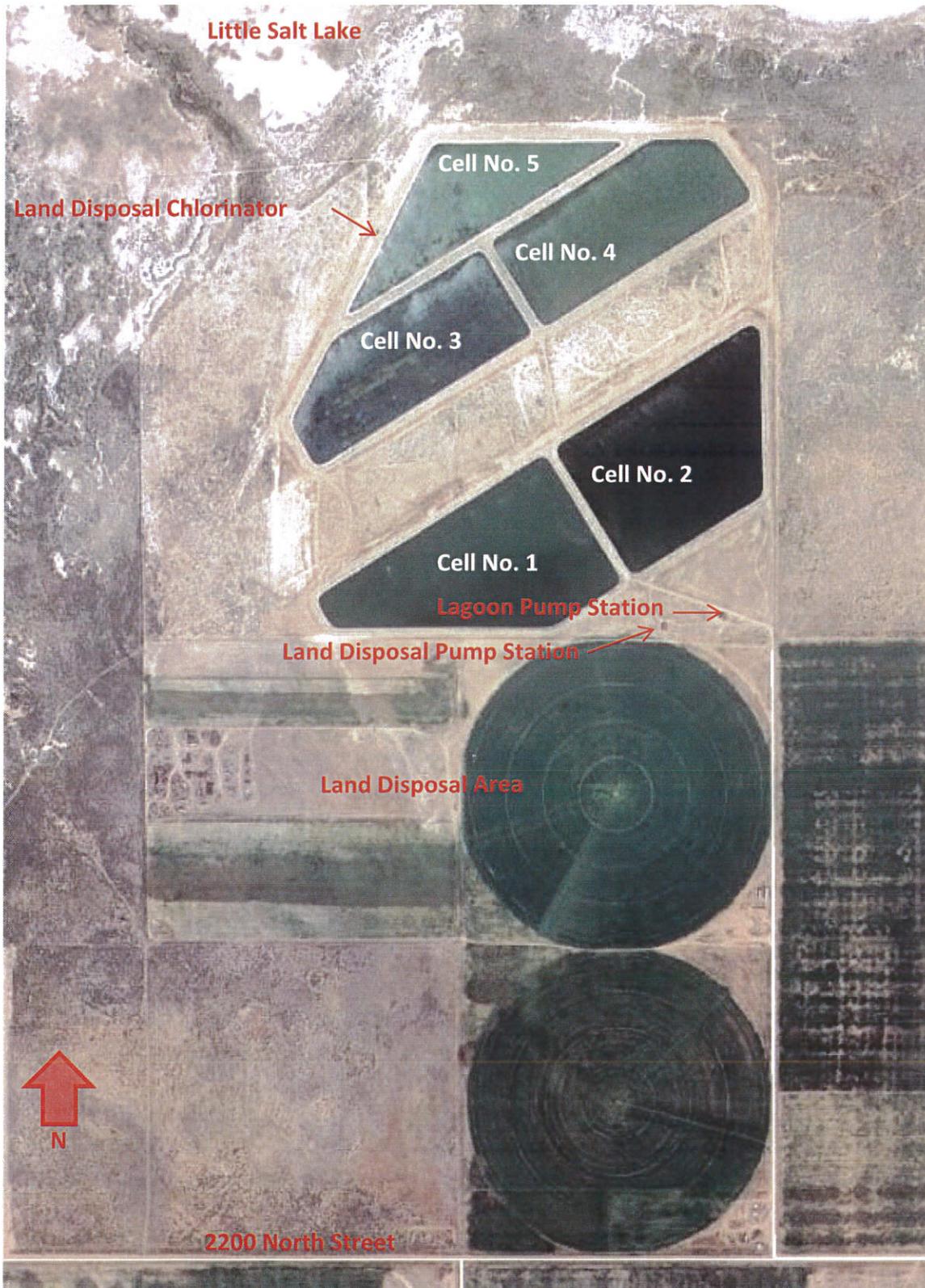


FIGURE 1 – Parowan Sewer Lagoon Area Map

3.0 EXISTING LAGOON SYSTEM CAPACITY

3.1 Original Capacity Design

Figure 1 is an aerial photograph of the existing lagoon system with the prominent facility features labeled. The facility is located adjacent to the normally dry Little Salt Lake, in Parowan Valley, approximately 5 miles northwest of the main population area of Parowan City.

The existing lagoon system was initially determined to have a total combined storage volume of 358 acre-feet (Reference 4). The maximum flow capacity was initially estimated to be 474,632 gpd utilizing the 2001 average daily Parowan City and Brian Head Town combined flow of 319,792 gpd (gallons per day), and projecting a 2025 build-out assuming a 2.1% annual growth rate (Reference 2).

Table 1 compares measured flow data for the past eight years – between 2007 and 2014 – provided by Parowan City (Reference 10), with estimated maximum flow capacity. Based on this estimate, average daily flow values ranged between 65% and 82% of capacity, as illustrated in Column 3.

Table 1 – Estimated Lagoon System Capacity by Year

Year	Average Daily (gpd)	2001 Design (474,632 gpd)	2010 Design (411,000 gpd)	Table 2 Design (452,300 gpd)	Table 3 Design (573,600 gpd)
2007	326,750	69%	80%	72%	57%
2008	364,203	77%	89%	81%	63%
2009	314,261	66%	76%	69%	55%
2010	356,623	75%	87%	79%	62%
2011	390,828	82%	95%	86%	68%
2012	321,855	68%	78%	71%	56%
2013	322,979	68%	79%	71%	56%
2014	306,667	65%	75%	68%	53%

3.2 Revised Capacity Introducing Land Disposal

The system construction plans were completed in 2005 by Alpha Engineering (Reference 3). The system was built and began operation in January, 2007. By January, 2009 the lagoon system had reached its maximum capacity, and at this point all sewer flows from the collection system were routed away from the new system and back into the city's old lagoon system for nine months, until September, 2009. This was caused by a few factors including an unexpectedly high amount of infiltration into the sewer collection system, and the presence of clay layers found under the lagoon system during construction that reduced the percolation rate (Reference 10).

The unexpected reaching of the lagoon system capacity prompted the design of a land disposal system prepared by Alpha Engineering. Construction of the disposal system was completed in 2011. In 2012 Brian Head Town also completed repairs that helped to decrease the amount of spring snowmelt infiltrating into the collection system (Reference 7).

During the design of the land disposal system, Alpha Engineering revised their water balance tables to project a lower 20-year build-out flow rate capacity of 411,000 gpd, which included an annual land use disposal of 255.92 acre-feet, a minimum storage volume of 156.15 acre-feet

correlating to a minimum design depth of 3.0 feet for all five cells, and a peak storage volume of 316.85 acre-feet correlating to a maximum design depth of 6.0 feet for all five cells (Reference 5). Based on this estimate, average daily flow values ranged between 75% and 95% of capacity, as illustrated in Column 4 of Table 1.

3.3 Capacity with Higher Winter and Spring Flow Rates

Table 2 is an updated water balance worksheet utilizing the precipitation, evaporation, and percolation information in the Alpha Engineering tables (Reference 5), but modifying the inflow distribution, the peak storage volume, and the land disposal distribution.

Table 2 – Water Balance
Parowan and Brian Head Combined – All Cells 3.0 foot Minimum Depth

Design Flow:	452,300	gallons per day	506.99	acre-feet per year
Irrigation:	100.94	acres	302.81	acre-feet per year
Max Storage:	358.00	acre-feet		
Min Storage:	156.15	acre-feet		

MONTH	% ANNUAL	INFLOW (acre-feet)	PRECIP (acre-feet)	EVAP (acre-feet)	PERC (acre-feet)	IRRIG (acre-feet)	SUBTOTAL (acre-feet)	STORAGE (acre-feet)
January	9.40%	47.66	3.63	5.06	3.64	0.00	42.59	278.11
February	7.93%	40.22	4.93	7.24	3.74	0.00	34.17	312.29
March	8.48%	42.98	7.36	12.33	4.64	0.00	33.37	345.66
April	8.84%	44.82	6.31	18.66	4.99	15.14	12.34	358.00
May	9.79%	49.63	3.83	26.73	5.15	30.28	-8.70	349.30
June	7.81%	39.61	2.42	32.92	4.49	60.56	-55.94	293.36
July	8.88%	45.00	5.84	35.42	4.14	75.70	-64.42	228.94
August	8.20%	41.56	6.86	30.56	3.64	75.70	-61.48	167.46
September	7.87%	39.92	4.26	22.15	3.06	30.28	-11.31	156.15
October	7.22%	36.61	4.53	14.16	2.68	15.14	9.16	165.31
November	7.09%	35.94	4.97	7.21	2.60	0.00	31.10	196.41
December	8.49%	43.02	4.13	4.88	3.16	0.00	39.11	235.53
Annual	100.00%	506.99	59.07	217.32	45.93	302.81	0.00	N/A

The inflow distribution was modified to reflect the average distribution updated from 2012-2014 data provided by Parowan City (Reference 10). This data indicates a generally higher inflow in the winter and spring months. The increase in winter months is likely due to a higher tourist population during the Brian Head ski season. The increase in spring months is likely due to infiltration from spring snowmelt, although the amounts appear to have decreased since 2011, as discussed above.

The peak storage volume was increased to 358.00 acre-feet to match the as-built volumes of the lagoon cells, as discussed in the operations and maintenance manual (Reference 4). The actual depth of Cell 1 stayed at 6 feet on the east end, but increased from 6 feet to 11 feet on the west end. The actual depth of Cell 5 increased from 6 feet to 10 feet.

The land disposal was varied assuming a total irrigation period of approximately 6 months, with 5% of the annual flow being used in April and October, 10% being used in May and September,

20% being used in June, and 25% being used in July and August. The total annual disposal rate would be 506.99 acre-feet, irrigating 100.94 acres. With these assumptions, the lagoon system capacity is estimated to be 452,300 gpd. Based on this estimate, average daily flow values ranged between 68% and 86% of capacity, as illustrated in Column 5 of Table 1.

3.4 Capacity with Higher Land Disposal Rates

Table 3 is an updated water balance worksheet based on increasing the land disposal rate and completely draining Cell 1 and Cell 3 during the summer irrigation season. Since the system can be operated in parallel, these two cells could theoretically be eliminated provided the minimum detention requirements of 120 days (winter) and 60 days (summer) - and BOD loading rates - can be satisfied prior to the chlorination and discharge of effluent to the land disposal area. The land disposal had the same distribution percentage as in Table 2, but the total annual disposal rate was increased to 642.95 acre-feet, irrigating 146.26 acres. With these assumptions, the lagoon system capacity is estimated to be 573,600 gpd. Based on this estimate, average daily flow values ranged between 53% and 68% of capacity, as illustrated in Column 6 of Table 1.

**Table 3 – Water Balance
Parowan and Brian Head Combined – Cells 1 and 3 Drained**

Design Flow:	573,600	gallons per day	642.95	acre-feet per year
Irrigation:	146.26	acres	438.77	acre-feet per year
Max Storage:	358.00	acre-feet		
Min Storage:	91.64	acre-feet		

MONTH	% ANNUAL	INFLOW (acre-feet)	PRECIP (acre-feet)	EVAP (acre-feet)	PERC (acre-feet)	IRRIG (acre-feet)	SUBTOTAL (acre-feet)	STORAGE (acre-feet)
January	9.40%	60.44	3.63	5.06	3.64	0.00	55.37	250.58
February	7.93%	51.01	4.93	7.24	3.74	0.00	44.96	295.54
March	8.48%	54.51	7.36	12.33	4.64	0.00	44.90	340.44
April	8.84%	56.84	6.31	18.66	4.99	21.94	17.56	358.00
May	9.79%	62.94	3.83	26.73	5.15	43.88	-8.99	349.02
June	7.81%	50.23	2.42	32.92	4.49	87.75	-72.51	276.50
July	8.88%	57.07	5.84	35.42	4.14	109.69	-86.34	190.16
August	8.20%	52.71	6.86	30.56	3.64	109.69	-84.32	105.84
September	7.87%	50.63	4.26	22.15	3.06	43.88	-14.20	91.64
October	7.22%	46.43	4.53	14.16	2.68	21.94	12.18	103.82
November	7.09%	45.58	4.97	7.21	2.60	0.00	40.74	144.56
December	8.49%	54.56	4.13	4.88	3.16	0.00	50.65	195.22
Annual	100.00%	642.95	59.07	217.32	45.93	438.77	0.00	N/A

Staff from Rosenberg Associates visited the project site on May 13, 2015 to meet with Parowan public works personnel, and to view the lagoon system and pumping system operations. At the time of the visit the lagoon should theoretically be at its maximum storage volume for the year; however most of the cells appeared to have ample capacity for additional storage. City public works personnel indicated that on May 13 the approximate cell depths were as follows:

Cell 1: full (6 feet on east end, 10 feet on west end)

Cell 2: half full (3 feet out of 6 feet)

Cell 3: half full (3 feet out of 6 feet)

Cell 4: half full (3 feet out of 6 feet)

Cell 5: half full (5 feet out of 10 feet)

Public works personnel also indicated that since the introduction of land disposal in 2011 operators have been able to maintain cell depths at approximately half full. Improved prevention of spring snowmelt infiltration into the collection system, plus drier than normal precipitation, may also be factors in maintaining this reserve, but the land disposal process has clearly increased the system’s capacity and extended its life span. Assuming a 2% growth rate and a present-day design flow of 323,000 gpd (matching 2013 value), the peak design flow of 573,600 gpd illustrated in Table 3 would be reached sometime in the year 2044, approximately 29 years from now.

4.0 LAGOON SYSTEM CAPACITY WITHOUT BRIAN HEAD PARTICIPATION

Table 4 is a water balance based on Table 3, but using inflow distribution information solely from Parowan City – excluding all flow from Brian Head. As seen in the table, the lower winter flow percentage allows for a slight increase in overall total capacity, up to 606,260 gpd from 573,600 gpd in Table 3.

**Table 4 – Water Balance
Parowan Only – Cells 1 and 3 Drained**

Design Flow: 606,260 gallons per day 679.56 acre-feet per year
 Irrigation: 158.46 acres 475.38 acre-feet per year
 Max Storage: 358.00 acre-feet
 Min Storage: 91.64 acre-feet

MONTH	% ANNUAL	INFLOW (acre-feet)	PRECIP (acre-feet)	EVAP (acre-feet)	PERC (acre-feet)	IRRIG (acre-feet)	SUBTOTAL (acre-feet)	STORAGE (acre-feet)
January	9.01%	61.21	3.63	5.06	3.64	0.00	56.14	255.92
February	7.25%	49.28	4.93	7.24	3.74	0.00	43.23	299.15
March	7.91%	53.78	7.36	12.33	4.64	0.00	44.17	343.32
April	8.21%	55.79	6.31	18.66	4.99	23.77	14.68	358.00
May	9.20%	62.55	3.83	26.73	5.15	47.54	-13.04	344.97
June	8.28%	56.25	2.42	32.92	4.49	95.08	-73.82	271.15
July	9.41%	63.92	5.84	35.42	4.14	118.85	-88.65	182.50
August	8.93%	60.69	6.86	30.56	3.64	118.85	-85.50	97.00
September	9.29%	63.13	4.26	22.15	3.06	47.54	-5.36	91.64
October	7.92%	53.80	4.53	14.16	2.68	23.77	17.72	109.36
November	7.34%	49.89	4.97	7.21	2.60	0.00	45.05	154.40
December	7.25%	49.29	4.13	4.88	3.16	0.00	45.38	199.78
Annual	100.00%	679.56	59.07	217.32	45.93	475.38	0.00	N/A

Assuming a 2% growth rate and a present-day design flow of 237,200 gpd (matching 2012 value for Parowan only), the peak design flow of 606,260 gpd illustrated in Table 4 would be reached sometime in the year 2063, approximately 48 years from now.

5.0 FEE STRUCTURE CHANGES WITHOUT BRIAN HEAD PARTICIPATION

As determined by the 2003 interlocal sewer agreement (Reference 1), Brian Head Town contributes \$99,000 toward the annual bond payment amount for the project construction, plus an annual total of approximately \$44,000 to cover operations and maintenance expenses, as discussed in Section 1. If Brian Head Town chooses to construct their own sewer treatment facility, the loss of \$143,000 in annual revenue will need to be made up by Parowan City.

Parowan City estimated a 2015 operating expense budget for the sewer treatment facility to be approximately \$204,000 (Reference 9). In reviewing the operating expense line items, no individual items could be eliminated from the budget by removing Brian Head Town from participation. One item would likely be reduced, which would be the cost for electrical utilities due to less pumping. Since Brian Head contributes approximately 30% of the total flow (Reference 10), this \$11,000 item may be reduced to \$7,700, a savings of \$3,300. This savings should be considered negligible, however, since it is less than 2% of the total budgeted amount.

Revenue is generated for Parowan City wastewater system operation and maintenance through the wastewater user fees. For a typical single-family residence the monthly wastewater user fee is \$26.29 (Reference 8).

According to the Parowan City Manager, there are 1,429 residential connections in Parowan City (Reference 9). If the 1,429 residential users absorbed the total \$143,000 loss from the Town of Brian Head, the monthly \$26.29 user fee would increase by \$8.34 to \$34.63.

Revenue for wastewater infrastructure is typically financed through the use of wastewater user fees and wastewater impact fees. The current Parowan City wastewater impact fee is \$750 for a new single family residence (Reference 8). Since no new/additional lagoon system infrastructure improvements are currently being funded by the Brian Head Town contribution amount, the use of impact fees to make up a portion of the lost revenue may not be allowed, unless it can be demonstrated that the bond used to construct the sewer treatment system was impact fee eligible, thus the loss of the funds to pay off the bond would justify an increase in the impact fee. Such a determination is beyond the scope of this evaluation; however, it is recommended that an update impact fee facilities plan and user fee analysis be prepared to consider these issues, especially if Brian Head chooses to pursue the permitting and construction of their own treatment facility in the near future.

WM 11

PAROWAN CITY CORPORATION

5 SOUTH MAIN * P.O. BOX 576

PAROWAN, UTAH 84761

PHONE (435) 477-3331 * FAX (435) 477-8092

August 10, 2005

- *Ron K. Smith, Mayor/Manager
- *Valorie Topham, City Recorder. CMC/AAE
- *Nancy Edwards, City Treasurer, CMFA
- *Kenneth H. Adams, Justice Court Judge
- *Preston Griffiths, Chief of Police
- *Justin Wayment, City Attorney

- *Lloyd Benson, Council person
- *Mary Halterman, Council person
- *Kevin Porter, Council person
- *Alan Stones, Council person
- *John Robertson, Council person

Blaine Carlton
Division of Water Quality

To whom it may concern:

Please be advised that the Inter-local Sewer Agreement executed by and between Parowan City and Brian Head Town on or about March, 2003, is and shall remain in full force and effect until June 30, 2030. Both Brian Head Town and Parowan City re-verify that it is the intent of both parties that this agreement shall remain in full force and effect until payment of the bonds has been made in full as set forth in Paragraph 2.2 of the Inter-local Agreement. It is further the intent of the parties that neither party may terminate this agreement without a twenty (20) year notice to the other of its intent to discontinue the joint treatment of both municipalities sewage.

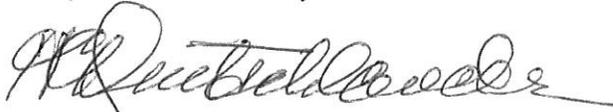
Parowan City and Brian Head Town both commit to remain in the Inter-local Agreement until all bonding entertained by the municipalities has been paid in full pursuant to the references contained in the Inter-local Agreement.

If you have any questions please feel free to contact either or both municipalities.

Sincerely,



MAYOR SMITH
Mayor of Parowan City



DUTCH DEUTSCHLANDER
Mayor of Brian Head Town

**INTER-LOCAL AGREEMENT FOR CONSTRUCTION, USE, OPERATION
AND MAINTENANCE OF JOINT WASTEWATER SYSTEM**

This Agreement ("Agreement") is made and entered into this 13 day of February, 200~~2~~³, by and between Parowan City, a municipal corporation of the State of Utah ("Parowan") and Brian Head Town, a municipal corporation of the State of Utah ("Brian Head").

RECITALS

WHEREAS, Parowan currently owns a system for the collection and disposal of wastewater sewage; and

WHEREAS, Parowan is currently treating wastewater discharged by Brian Head; and

WHEREAS, Parowan intends to relocate, construct, enlarge and improve its current wastewater treatment system; and

WHEREAS, in order to achieve certain operational economies, Parowan and Brian Head desire to enter into this Agreement to provide for the terms of use, operation and maintenance of the wastewater treatment system and the necessary improvements applicable thereto; and

WHEREAS, a cooperative effort from each party to provide for the sewage collection and treatment needs of the citizens is a basic underlying goal of each of the parties to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the respective meanings set forth below except where the context indicates otherwise:

1. "Act" means the Inter-Local Cooperation Act, Utah Code Annotated, §§ 11-13-1 *et seq.* (1953 as amended).
2. "Agreement" means this agreement.
3. "Annual Budget" means the annual budget for the use, operation and maintenance of the System for each fiscal year. The Annual Budget shall specify the projected operation and maintenance expenses for the System for the relevant fiscal year and any costs for repairs or improvements to the System to be

accomplished during the fiscal year. The first Annual Budget shall relate to the period from the date of execution of this Agreement to and including the next June 30th, even though the first Annual Budget may relate to a period of less than 12 months. A tentative budget shall be submitted by Parowan to Brian Head at the time this Agreement is executed by the Communities and each year thereafter.

4. "Billing Period" means a monthly period commencing on the first day of each month during the term of this Agreement, to and including the last day of that month.

5. "Brian Head" means Brian Head Town, a municipal corporation and body politic located in Iron County, State of Utah.

6. "Capacity" means both hydraulic and organic capacity.

7. "Capital Costs" means current outstanding bonds on the Lagoons as well as future costs and expenses incurred in any expansion of the System including but not limited to all costs of construction, interest costs, architect and engineer fees, attorney fees, financing and bonding costs, and other similar costs and expenses incurred in the expansion to the System.

8. "Community" or "Communities " means Parowan or Brian Head respectively or in the plural.

9. "Code" means the official compilation published and known as the Utah Code Annotated, (1953 as amended).

10. "Collection System" means the wastewater collector and interceptor pipeline system of each Community which is owned and operated, or will be owned and operated exclusively by that Community, separate and apart from the System, including service laterals, manholes, pump stations, flow-measuring devices and related appurtenances, excluding the Outfall Line.

11. "Fiscal Year" means a period of twelve (12) consecutive months commencing on July 1st and ending on June 30th of the following year.

12. "Governing Body" means the duly elected mayor and council of each of the parties to this Agreement.

13. "Lagoons" means all current or future wastewater treatment ponds utilized and/or constructed for use by the Cities for collectively discharging and treating wastewater.

14. "Operation And Maintenance Expenses" means with respect to the System and Outfall Line, all expenses reasonably incurred in connection with the operation and maintenance of the System and Outfall Line, including:

a. Repairs and replacements of all existing equipment, buildings, and facilities necessary to keep the System in efficient operating condition;

b. Costs incurred in preparing operating reports and other reports as may be required herein;

c. Premiums paid for insurance for the System as required herein;

d. Actual costs incurred by Parowan in carrying out the duties and responsibilities specified by this Agreement, including all wages, overtime, third-party contract expenses for equipment and other special services, employee benefits, general office overhead, administrative expenses and vehicle mileage, provided however that Parowan costs to be included in Operation and Maintenance Expenses shall only be those fairly attributable to the operation of the System and shall not include costs attributable to either Community's Collection System; and

e. Generally all expenses, exclusive of depreciation, which under generally accepted accounting principles are properly allocated to operation and maintenance of the System, but only such expenses as are reasonable and necessary to the efficient operation and maintenance of the System shall be included.

15. "Ordinance" means a legislative enactment by the Governing Body of a party to this Agreement.

16. "Outfall Line" means that portion of the line which was installed by Brian Head and lying within Parowan's municipal boundaries which currently transports Brian Head's wastewater to Parowan's existing Lagoons.

17. "Parowan" means Parowan City, a municipal corporation and body politic located in Iron County, Utah.

18. "System" means collectively the Lagoons and Equipment installed for the treatment of the wastewater.

19. "System Capacity" means the total volume of the Parowan System, which System is or will be capable of processing hydraulically an average daily flow of approximately 627,000 gallons with an organic load for typical domestic waste of 200 milligrams per liter BOD5 per capita per day and 250 milligrams per liter of suspended solids per capita per day.

ARTICLE II

PURPOSE AND TERM OF AGREEMENT

2.1. Purpose. The purpose of this Agreement is: (a) to provide for the improvement, expansion, new construction, use, operation and maintenance of the System for the mutual benefit of the Parties and future municipalities who may choose to connect to the system at some future date as the Parties may mutually agree to be beneficial; (b) to provide for an advisory group to give recommendations regarding the operation and maintenance of the System and to make recommendations regarding the expansion and replacement of the System; (c) to establish a system for sharing the costs and expenses related to the improvement, expansion, new construction, use, operation and maintenance of the System; and (d) to resolve past and current disputes between the parties relative to the operation and expense of the System.

2.2. Term of Agreement. This Agreement shall be in full force and continue in effect for an initial term of thirty (30) years from the date of execution. The Agreement shall be automatically renewed every ten (10) years for an additional ten (10) year period unless either party gives written notice of non-renewal. Notice shall be given not less than ninety (90) days nor more than one hundred twenty (120) days prior to the termination of the initial or any subsequent ten year renewal term. The first renewal date of this Agreement shall be July 1, 2010, which shall, unless notice of written non-renewal is given, extend the earliest termination date of this Agreement to June 30, 2040. It is the intent of this section 2.2 to require either party to give the other party notice of its intent to terminate this Agreement not less than twenty (20) years prior to the effective date of this Agreement.

2.3. Existing Agreements. All existing agreements between the parties with regard to the System or the treatment of wastewater shall be deemed null and void upon execution of this Agreement and all rights and obligations under such existing agreements shall be extinguished.

ARTICLE III

OWNERSHIP OF SYSTEM AND PURCHASE OF CAPACITY

3.1. Ownership of Various Facilities. Parowan will retain all ownership interest in its Collection System, the System, the land upon which the Lagoons exist, and all upgrades or expansion to the System. Brian Head will retain all ownership interest in its Collection System, including the outfall line from Brian Head to Parowan's municipal boundaries as currently designated or hereafter amended in accordance with annexation procedures. Nothing herein shall grant to either Community any ownership interest in property or assets of the other Community.

3.2. Right to Use. Brian Head shall have the right and power, during the term of and in accordance with this Agreement, to connect its Collection System to the System at the Communities current connection location or at a location as may be hereafter designated by joint agreement of the parties, and thereby cause the sewage and wastewater from its residents and customers to be transported through and to the System for treatment.

3.3. Purchase of Capacity by Brian Head. The capacity of the Parowan treatment System after expansion will be approximately 627,000 gallons per day, or approximately 19,071,250 gallons per month, hydraulically with an organic load for typical domestic waste of 200 milligrams per liter BOD5 per capita per day and 250 milligrams per liter of suspended solids per capita per day. Brian Head hereby purchases from Parowan the right to use the Outfall Line and purchases forty percent (40%) of the upgraded hydraulic and organic capacity of the System which forty percent (40%) shall be 7,628,500 gallons per month with associated organic capacity measured as a monthly average for the estimated purchase price of \$104,868 per year for twenty years less deductions set forth hereafter. This estimate is based upon the cost formula presented by the Division of Water Quality (See Exhibit A). Both Parties acknowledge that this Agreement is entered based upon current engineering specifications which may hereafter be altered, amended or adjusted at the demand of state or federal authorities, as required by statutory law; that the cost estimates in Exhibit A are based upon a proposed discharge application which has not yet been approved; and that the final purchase price of Brian Head may be more or less based upon the final expansion costs, reasonable required engineering modifications or other unforeseen costs. Such formula represents the negotiated estimated price agreed upon by both Communities and

representing the Capital Costs of the Capacity purchased by Brian Head hereunder. At the time the existing debt on the System is paid in full, the annual payment by Brian Head shall decrease by the sum of \$5,452.00 per year. At the time the UWLP Reserves have been paid as required by the State of Utah or the bonding contract, the annual payment by Brian Head shall decrease by the estimated sum of \$19,883.00 per year. At the time the indebtedness to be obtained by Parowan for expansion and improvement of the System is paid in full, the annual payment of Brian Head shall decrease by the amount representing forty percent (40%) of the cumulative total annual payment for such indebtedness.

The purchase price of the Capacity as set forth herein, shall be paid by Brian Head as follows: Brian Head shall pay on a monthly basis with its payment of operation and maintenance costs one-twelfth of the annual amount due on the existing bonds to be commenced upon execution of this agreement by the parties. Payments on future capital costs shall be paid as they become due under the bond payment in accordance with the terms of the bond. If Brian Head fails to pay the full amount due and owing within 10 days after the due date thereof, the unpaid balance shall bear interest at the rate of three-fourths of one percent (0.75%) per month until paid in full. All payments received shall be applied first to the payment of interest and then to the payment of principal.

ARTICLE IV

EXPANSION OR ADJUSTMENTS TO CAPACITIES

4.1. Adjustments to Capacities.

a. If Brian Head's wastewater needs require capacity beyond forty percent (40%) of the Capacity of the System, and if Parowan has additional capacity available, Parowan may sell additional capacity to Brian Head at a price to be determined by the Communities.

b. If Brian Head's wastewater needs require capacity beyond forty percent (40%) of the capacity of the System and if Parowan is not willing to sell additional capacity, Brian Head shall be entitled to require the expansion of the System to meet the needs of Brian Head. In such event, the costs of expansion to meet Brian Head's needs shall be paid solely by Brian Head and the additional capacity created will be owned by Brian Head. Parowan, at Parowan's option, may participate with Brian Head in any expansion of capacity to the System, with each Community paying for the expansion costs on the ratio of each Community's desired capacity

demand in the future expanded System. Brian Head shall have no financial obligation for expansion of the System if such expansion is done based solely on Parowan's needs.

c. In the event an expansion or upgrade of the System is required by government regulation issued by an agency with jurisdiction over the System, each Community shall pay for the expansion costs of such expansion or upgrade based upon the ratio which each Community's owned Capacity bears to the total capacity of the expanded or upgraded System.

d. In the event that either party exceeds its Capacity, but desires not to expand at that time, the party with available Capacity may, at its discretion and not by way of compulsion, lease capacity to the other party for a reasonable surcharge as agreed upon by the parties. In the event neither party can agree otherwise, excess capacity shall be leased at a rate of one-half the average monthly user rate of both communities multiplied by the overage of the capacity as determined by the state average monthly discharge per user connection.

e. In the event that the Outfall Line must be replaced because of deterioration, the Outfall Line shall be replaced, with each Community paying for its share of the replacement costs. Payment shall be made in accordance with the average percentage of wastewater discharged by each user through the Outfall Line during the prior three years.

f. In the event that the Outfall Line must be expanded, each Community shall pay for the expansion costs of such expansion or upgrade based upon the ratio which each Community's owned capacity bears to the total capacity of the expanded or upgraded Outfall Line. Brian Head and Parowan shall use its best efforts to limit infiltration of each Party's Collection System.

g. This Agreement does not prohibit Parowan from expending funds for work outside the scope of this Agreement for new construction on the Outfall Line or System, but the same shall not effect Brian Head's use of the Outfall Line or System, reduce Brian Head's purchased capacity, or be attributed to or impose liability on Brian Head.

ARTICLE V

OPERATION AND MAINTENANCE OF THE SYSTEM

5.1. Advisory Group. An Advisory Group is hereby created for the purpose of discussing problems, policies, revenues, expenditures, and any other matters affecting the operation of the System. The Advisory Group shall consist of five members, three of which shall be appointed by Parowan and two of which shall be appointed by Brian Head. Each Community's members shall be selected by such Community's Governing Body. Each Community may remove any of its members, with or without cause. Upon such removal, or in the event of resignation, a successor shall be appointed in place of the removed or resigning member by the Community who had appointed the member who is no longer serving.

5.2. Duties of Advisory Group. The Advisory Group shall meet no less than quarterly. The conclusions, recommendations, or information emanating from a meeting of the Advisory Group shall be presented to the Governing Bodies for their consideration and use in the operation, maintenance and/or improvement of the System. It is understood however, that the function of the Advisory Group is to further the cooperation between the parties and to render advisory assistance, but in no way to limit the rights of ownership referred to in Article 3 above, nor to make binding recommendations. However, Parowan shall consider any recommendations, conclusions, or information from such Advisory Group in good faith.

5.3. Duties and Responsibilities of Parowan. Parowan shall be the operator of the System and shall be responsible for the following:

a. Management. Parowan shall have sole and exclusive responsibility for the day-to-day management of the System.

b. Operation and Maintenance. Parowan shall be responsible for the operation and maintenance of the System and shall employ certified personnel or train such personnel to become certified to operate the System, and shall use its best efforts to operate and maintain the System at all times in good repair and condition and in such a manner that the operating efficiency thereof shall conform to the standards set by Federal, State and Local law.

c. Compliance with Laws. In operating and maintaining the System, Parowan shall comply in every respect with each applicable Federal, State or Local law regulating the safe, sanitary and

healthful operation of the System and Parowan shall make every reasonable effort to prevent a shutdown or bypass of the System or the imposition of a penalty by any governmental authority because of a failure to meet or otherwise comply with applicable laws and regulations. If such reasonable effort has been made, but notwithstanding, there is a penalty or requirement imposed by any authorized government authority, the penalty or cost of compliance shall be considered as part of the operation and maintenance expense of the System.

d. Insurance. In operating and maintaining the System, Parowan shall obtain and maintain insurance, including but not limited to worker's compensation insurance and public liability insurance, in such amounts and to such extent as is customarily carried by other operating utilities of the same type. The cost of such insurance shall be considered an operation and maintenance expense of the System. In the event of any loss or damage to any part of the System, insurance proceeds shall be used for the purpose of restoring or replacing the portion of the System lost or damaged.

e. Expenditures. Parowan shall use its best efforts to keep the Operation and Maintenance Expenses related to the System within the amounts established in the Annual Budget and shall make no expenditures or incur any obligation in excess of amounts established in the Annual Budget without revision of the Annual Budget.

f. Collections. Parowan shall collect from Brian Head on a monthly basis Brian Head's proportionate share of the Operation and Maintenance Expenses relating to the System in accordance with Article VI of this Agreement, and shall apply those payments against the expenses reflected in the Annual Budget.

g. Records. Parowan shall maintain accurate detailed records relating to the System, including but not limited to flow-measuring records, materials and supply costs, and payroll records for personnel employed by Parowan in connection with or debited to the System. Parowan shall make all such records available for inspection at reasonable times to the Advisory Group and the Governing Body of Brian Head.

h. Budget Preparation. Parowan shall prepare and provide to Brian Head a proposed Annual Budget for the next fiscal year by April 20th of each year. The Annual Budget shall not be approved

prior to June 1st of each year. Parowan shall use all efforts reasonable in keeping the Annual Budget to a minimum. Parowan will make available, upon request, a copy of the monthly financial report for the System. The expenses incurred in compiling each report shall be regarded as an Operation and Maintenance Expense of the System.

i. Budget Adjustments. If the total actual expenditures for the first six months of any fiscal year exceed the total Annual Budget for that period so that Parowan is required to pay the deficiency during that period, the Annual Budget for the next six months shall be adjusted to rectify the resulting debit and to produce funds to reimburse Parowan. If the total actual expenditures for the first six months of any fiscal year are less than the total Annual Budget for that period so that the monthly payments by the Communities results in a surplus, the Annual Budget for the next six months shall be adjusted to rectify the resulting credit.

5.4. Duties and Responsibilities of Brian Head Town. Brian Head Town shall be responsible for sampling all water entering the Outfall Line as required by applicable law. Brian Head shall provide to Parowan a copy of the test results of each required sample.

ARTICLE VI

CHARGES FOR OPERATION AND MAINTENANCE EXPENSES

6.1. Sharing of Expenses. A portion of the actual Operation and Maintenance Expenses related to the System shall be paid on a monthly basis by Brian Head in a ratio determined as follows:

a. A meter will be installed on the Outfall Line at or near the Parowan municipal boundary to accurately measure flow from Brian Head's Collection System. Brian Head shall pay the costs for installation of said meter and will own and read this meter. Parowan may check the readings for accuracy. The existing meter shall be removed.

b. An accurate meter has been installed at the intake to the Lagoons. Parowan shall pay the costs for installation of a meter prior to the intake meter at the end of the Outfall Line to measure each Community's effluent discharge and will own and read this meter. Brian Head may check the readings for accuracy on both meters.

c. Brian Head shall be responsible to pay to Parowan for the operation and maintenance of the System an amount based upon the ratio of Brian Head's flow as metered at the Outfall Line to the total

flow as measured at the Lagoons. The Payment ratios shall be determined on a yearly basis with the first year of operation and maintenance expenses to be paid by each party as follows: 40% by Brian Head and 60% by Parowan until a minimum first full year is completed.

6.2. Payments to Parowan. Brian Head shall pay to Parowan the monthly service charge described in Section 6.1 of this Agreement within 20 days after receiving the monthly bill from Parowan and in conjunction with the monthly payment of the annual Capacity purchase price payable by Brian Head. Brian Head shall have the sole and exclusive right to determine the method of charging residents and customers of its own Collection System. The failure of Brian Head to collect sufficient amounts from its residents and customers shall not relieve Brian Head of its obligation to pay its proportionate share of the Operation and Maintenance Expenses of the System. If Brian Head fails to pay the full amount due and owing within 10 days after the due date thereof, the unpaid balance shall bear interest at the rate of three-fourths of one percent (0.75%) per month until paid in full. All payments received shall be applied first to the payment of interest and then to the payment of principal.

6.3. No Withholding of Payment. Notwithstanding any dispute between the parties, and as long as Brian Head has beneficial use of the System as set forth in this Agreement, Brian Head shall pay all payments required by this Agreement and shall not withhold any such payments pending final resolution of such dispute. In the event the dispute is resolved in favor of Brian Head and results in an overpayment by or damage to Brian Head, Brian Head shall be entitled to an appropriate refund or credit for any payments made during the dispute.

6.4. Breach of Agreement. In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover its costs and attorney fees incurred in enforcing the terms hereof. In the event of a dispute that the parties cannot amicably resolve, the parties shall first submit the matter to mediation as a condition precedent to the filing of an action in any court. Mediation shall be conducted using a mediator selected by the parties. The costs of mediation shall be shared equally by the parties.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1. Adoption of Ordinances. Each Community agrees to adopt and enforce such ordinances as are reasonably necessary to permit the purposes of this Agreement to be accomplished, including but not limited to adopting a pre-treatment ordinance as required by law.

7.2. Joint Cooperation. The Communities hereby agree to cooperate with each other in the planning for the future capital improvements to the System or the construction of new treatment facilities for the joint use of the Communities. The installation of such capital improvements or new treatment facilities and the costs to be assumed by each Community with respect thereto shall be subject to provisions of a separate written agreement between the Communities.

7.3. Authorized Agreement. Each Community hereby represents and warrants that its Governing Body has taken all action as required by law to approve this Agreement and to authorize execution of this Agreement on behalf of that Community.

7.4. Force Majeure. In case by reason of force majeure either Community shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, other than the obligation of each Community to make the payments required under the terms hereof, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligations of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove and overcome such inability with reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, an order of any kind of the government of the United States or the State of Utah, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests, restraint of government and people, civil disturbances, explosions, breakage, accidents to machinery or collection lines, or the partial or complete inability of Parowan to treat and dispose of wastewater on account of any cause not reasonably within the control of Parowan.

7.5. Character of Obligations. Neither Community shall ever have the right to demand payment of any obligation devolving on the other under this Agreement from funds raised or to be raised by taxation. All obligations so devolving shall never be construed to be a debt of either Community of such a kind as to require the levy and collection of a tax to discharge such obligation, but shall be payable solely from monies received from the operation each Community's Collection System. However, nothing in this Article shall be construed to

preclude the making of such payments by either Community from any money or revenues which it may have available for such purposes. The parties agree to impose such rates and charges for services supplied by their respective Collection Systems as will make possible the prompt payment of all expenses incurred in operating and maintaining such Collection System, including the payments due hereunder.

7.6 Annual Report. Parowan shall, by the end of each calendar year, have the books and accounts reflecting receipts and expenditures for operation of the System and payment of bonded indebtedness related thereto audited by an independent firm of certified public accountants. Such audit shall include a detailed statement of the income and expenditures for such fiscal year, the total billings to Parowan and Brian Head during that year for operation of the System, payment of the bonded indebtedness, and whatever matters may be thought proper by the accountant to be included therein. The expense incurred in compiling this information shall be regarded and paid as an Operation and Maintenance Expense of the System. A copy of the annual report shall be provided to Brian Head upon its completion by the accountant.

7.7. Miscellaneous Provision.

a. The recitals set forth at the beginning of this Agreement are incorporated herein by this reference as part of this Agreement.

b. This Agreement shall be governed by and construed under the laws of the State of Utah, including but not limited to the Act.

c. The Communities shall not be deemed to be partners or joint venturers in any manner in the use or operation of the System.

d. Parowan shall be responsible for ascertaining and overseeing compliance with all government requirements, including in particular those of the Department of Environmental Quality and the United States Environmental Protection Agency.

e. This Agreement may be amended from time to time by mutual written agreement between the Communities, provided that said amendment does not jeopardize or adversely affect any notes, bonds or other instruments relating to the financing of the construction of the System or the Collection System of any Community, and does not invalidate or adversely affect the operation or use of the System.

f. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

g. No Community may assign its rights or duties under this Agreement without the prior written consent of the other Community.

h. Parowan will maintain ownership of all wastewater after treatment. However, in the event of a sale, lease, transfer, or other transaction with regard to the treated wastewater or any benefits in any way derived from the use thereof, the property, proceeds, benefits, or other consideration received for such sale, lease, transfer, transaction or benefit shall be used to reduce the Operation and Maintenance Expense of the System.

IN WITNESS WHEREOF the parties have set their hands on the date written above.

PAROWAN

BRIAN HEAD

By: Ronald K Smith
Mayor

By: [Signature]
Mayor

ATTEST:

ATTEST:

By: Valerie Topham
City Recorder

By: [Signature]
Town Recorder CLERK

APPROVED AS TO FORM
AND COMPLIANCE WITH LAW

APPROVED AS TO FORM
AND COMPLIANCE WITH LAW

By: [Signature]
City Attorney

By: [Signature]
Town Attorney



9.20.090 Restrictions On Sale

No person shall sell beer at any public dance or to any person intoxicated or under the influence of alcohol. No license shall be granted to sell beer in any dance hall, theater, or within 1,000 feet of any school or church. No person shall sell beer to any person under the age of twenty-one years. It shall be unlawful to sell beer between the hours of midnight (12:00 AM) and 6:00 AM of any day of the week. All licensees, under this chapter, shall close their premises or place of business by 1:00 AM, Monday through Friday, and by midnight on Saturday. All patrons shall vacate the premises or place of business within one hour of closing.

It shall be unlawful to sell beer on Sunday except that it may be sold on licensed premises, in original containers, for consumption off the premises only. No on premises consumption, or draft sales, shall be allowed on Sunday.

Repealed & Reenacted by Ord. 98-7-2 on 7/23/1998