City of La Verkin

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

La Verkin City Council Meeting Agenda
Wednesday, February 6, 2019 6:00 p.m.
Council Chambers, 111 S. Main, La Verkin, Utah

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

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

1. Declarations of conflict of interest
2. Minutes: January 16, 2019 regular meeting minutes.
3. Review Invoices and Checks: $62,944.85

C. Committee Reports: Fire District, Sewer Board, Planning Commission, Water Board

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

E. Business:

1. Discussion and possible action to reappoint and enter into a new contract with:
   - City Administrator (2-year reappointment)
   - City Attorney (2-year reappointment)
2. Discussion and possible action to approve Resolution No. R-2019-*06*; A resolution adopting a Memorandum of Understanding between participating entities in the Washington County Drug Task Force.
3. Discussion and possible action to approve the proposed Main Street Safe Routes to Schools construction drawings, contract and bid documents and to let the project out to bid.
4. Discussion and possible action to set a public hearing for an ordinance amending Ordinance 2017-09 and providing for an exception to the salary/wage schedules provided therein with respect to grant-support part-time employees.

F. Mayor & Council Reports:

Mayor Hirschi:
Wilson: Mosquito Abatement, Public Works, Water, La Verkin Hot Springs
Wise: Planning Commission/Zoning, Beautification/Trails Committee, Economic Development/Tourism
Justice: Historical Preservation, Homeland Security/CERT, Confluence Park
Gubler: Public Safety, Shooting Sports Park, Recreation/City Festival
Reeve: Solid Waste, Sewer District

G. Adjourn:

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

Certificate of Posting

The undersigned City Recorder does hereby certify that the agenda was sent to each member of the governing body, sent to the Spectrum newspaper, posted on the State website at, posted on the LaVerkin City website at www.laverkin.org and at the City office buildings 111 S. Main and 435 N. Main on February 1, 2019.
Christy Ballard, City Recorder

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La Verkin City Council Meeting Minutes
Wednesday, January 16, 2019 6:00 p.m.
Council Chambers, 111 S. Main, La Verkin, Utah

Present: Mayor Richard Hirschi, Council Members: Patricia Wise, Kelly Wilson, Ray Justice, Randy Reeve and Micah Gubler; Staff: Kyle Gubler, Derek Imlay, Troylinn Benson, Kevin Bennett, Chief Ben Lee and Christy Ballard; Public: David Shore, Brian Stewart, Allen Bice, Jana Anderson, Bob Porter and Mary Williams.

A. **Called to Order –** Invocation and the Pledge of Allegiance were given by Ray Justice at 6:00pm.

B. **Recognitions:**
1. Jana Anderson was given a certificate and La Verkin City coin for overseeing the 2018 Christmas Eve program.
2. Lisia Hueckstaedt was awarded 2018 Employee of the Year. This award is voted on by staff members.

C. **Consent Agenda:** (Items on the consent agenda may not require discussion. These items will be a single motion unless removed at the request of the Mayor or City Council.)
1. Declarations of conflict of interest
2. Minutes: December 5, 2018 work, special, regular meeting minutes.
3. Review Invoices and Checks: $322,208.97

Motion was made by Councilman Ray Justice to approve the consent agenda as written including the minutes of the December 5, 2018 work, special and regular meeting and invoices and checks in the amount of $322,208.97, second by Councilman Randy Reeve. Roll Call Vote: Wilson-yes, Wise-yes, Justice-yes, Gubler-yes, Reeve-yes. Motion carried unanimously.

D. **Committee Reports:**

1. Fire District- No meeting. Mayor Hirschi reported the La Verkin Fire Station is in the process of installing the fire sprinkling system and the heating and air unit.
2. Sewer Board-No meeting.
3. Planning Commission-Councilwoman Wise reported on the January 9th meeting. Anna Andregg was re-elected as the Chair and Allen Bice was re-elected as the Chair Pro-Tem. A public hearing was set for a proposed flag lot on Center Street for January 23rd.
4. Water Board-Kyle reported there was not a Water Board meeting, however, he and Councilman Wilson did attend a Rural Water Rally in Salt Lake City.
   Councilman Wilson explained Senate Bill 52 is being proposed to the Legislature that would require all secondary water systems in the State be metered to the end user. This would require the City to purchase and install water meters for all secondary water users. That would cost the City roughly 1.8 million dollars which would require us to raise the rates to almost what it costs an individual to use culinary water. That does not offer our citizens any incentive to use dirty water instead of clean water on their yard and the whole purpose of this bill is to get citizens to conserve water.
   Both he and Kyle spoke with Senator Evan Vickers and Representative Brad Last and voiced their opposition to this bill. They also expressed their concerns at the water rally. They recommended the bill go to the Water Task Force to get all the issues worked out before it gets presented to the State Legislature.
   The issue La Verkin has is that there is not a meter that would work with our system. After some investigation he realized the meter being used in the Weber Basin Water District is a meter that works with clean water that happens to not have a warranty.

Kyle spoke with one of the sponsors of the bill, Representative Hawkes who seemed surprised to find out the meters are not warrantied. Kyle also sent him and Senator Andregg a copy of the information Kyle passed out to

the Councilmembers. Senator Andregg is the one pushing for this bill. Representative Hawkes seemed more responsive to Kyle and agreed that we should not require La Verkin to install something that will not work for us.

Councilman Wilson suggested the Councilmembers and community contact our state legislators and let them know we are opposed to this. The more people they hear from the better chance of defeating this bill.
This bill would be very harmful to La Verkin City if passed. It defeats the purpose of getting people to use secondary water on their yards and saving the culinary water for future growth.

Kyle passed out a copy of the Legislators' contact information.

Mayor Hirschi will be sending a letter voicing these concerns to the people on that list.

E. Citizen Comment & Request for Future Agenda Items:
No comments were made.

F. Public Hearing:

1. FY 2018-2019 Budget Amendment.

Kyle went over the changes which are highlighted in pink. Page 1 is the revenues. There are a few exceptions that he went over, the first one being line 3333 Highway Grants. It has an addition of $117,150. This is the Safe Routes to School grant the City was awarded. It will be expended out once we receive it and begin the project.
Line 3334 is State Grants and was increased to $117,000 for a VAWA police grant that is pending. This grant was just awarded to the City and will be coming to the Council for acceptance. He included this in the amendment so if the grant does get approved the money can be used.

Page 2: Appropriation of Fund Balance line, 3990 has an increase of $45,000. This is money from Park Impact Fees and needs to be spent on park improvements. A previous Council recommended a pavilion be added to Riverwood Park. This money will go toward that pavilion.

We are amending an additional $332,847 of revenue into the budget.
Expenditures follow the revenue. Line 4140.315, Computer Equipment has an increase to authorize our IT company an additional hour each week along with some additional computer expenses that the City is going to need.

Page 3: line 4210.110 Police Salaries and Wages has an increase to cover an additional full-time police officer for the remainder of the fiscal year. This money is not tied to a grant, it is money in our budget.
Lines 4210.120 and .121, Part Time Employees and Grant Benefits have an increase for the VAWA grant previously mentioned.
Lines 4253.120 and .130 Part Time Employees and Employee Benefits has increased from money received for animal control services from the County. Line 4253.270 was also created from this money from the County.

Page 4: the top line is the lease for the new animal control vehicle.
Line 4240.460 Engineer and 4410.730 Street Repair has increased due to the Safe Route to School grant. Line 4410.745 Street Improvement was increased by almost $50,000 for the crack seal project.

Page 5: Line 4510.470 Impact Fee is increased by $45,000 for the pavilion at Riverwood Park. Line 4830.500 was money for the animal control building payment, that building was paid off last year, so the money is being moved out of that line.
We are amending an additional $332,847 in expenditures to off-set the same amount in revenue.

In the Water Fund the revenue has increased due to the water rate increase. Line 6340.740 has increased by $50,000 to purchase a new public works vehicle lease and an additional vehicle for four years.
That gives the Water Fund a revenue and expenditure of $148,000.

The public hearing opened at 6:25pm
No comments were made.
The public hearing closed at 6:26pm

G. Business:

1. Discussion and possible action to approve Resolution No. R-2019-01; a resolution opening and amending the Fiscal Year 2018-2019 budget.

Councilwoman Wise asked Derek if he has been able to proactively improve the water lines with money from the water rate increase.

Kyle explained the money has not been added to the budget. That is what this amendment is doing.
The $148,000 in the amendment is an estimated dollar amount given to us by the engineer.

Derek also commented that he is going to be very conscientious of the money he spends in this budget year because of how far in the hole his budget is because of the breaks. If things look okay, money wise, during the next fiscal year budget planning process, he will include some improvement projects.
Motion was made by Councilman Kelly Wilson to approve Resolution No. R-2019-01, a resolution opening and amending the Fiscal Year 2018-2019 budget, second by Councilwoman Patricia Wise. Roll Call Vote: Reeve-yes, Gubler-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

2. Discussion and possible action to approve Resolution No. R-2019-02; a resolution approving the designation of a representative to serve on the Southwest Mosquito Abatement and Control District for calendar year 2019 and for such time thereafter until successors thereof have been designated and appointed.

Motion was made by Councilwoman Patricia Wise to approve Resolution No. R-2019-02, a resolution re-appointing Councilman Kelly Wilson to serve on the Southwest Mosquito Abatement and Control District for calendar year 2019, second by Councilman Micah Gubler. Reeve-yes, Gubler-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

3. Discussion and possible action to approve Resolution No. R-2019-03; a resolution approving the designation of two representatives to serve on the Administrative Control Board of the Ash Creek Special Service District for calendar year 2019 and for such time thereafter until successors thereof have been designated and appointed.

Motion was made by Councilman Kelly Wilson to approve Resolution No. R-2019-03, a resolution approving the designation of Mayor Richard Hirschi and Councilman Randy Reeve to serve on the Administrative Control Board, second by Councilwoman Patricia Wise. Wilson-yes, Wise-yes, Justice-yes, Gubler-yes, Reeve-yes. Motion carried unanimously.

4. Discussion and possible action to approve Resolution No. R-2019-04; a resolution approving the designation of a representative to serve on the Board of the Hurricane Valley Fire District for calendar year 2019 and for such time thereafter until successors thereof have been designated and appointed.

Motion was made by Councilman Kelly Wilson to approve Resolution No. R-2019-04; a resolution approving the designation of Mayor Richard Hirschi to serve on the Board of the Hurricane Valley Fire District for calendar year 2019 and for such time thereafter until successors thereof have been designated and appointed, second by Councilman Randy Reeve. Reeve-yes, Gubler-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

5. Discussion and possible action to approve Resolution No. R-2019-05; a resolution approving the designation of a representative to serve on the Administrative Control Board of the Washington County Special Service District No. 1 for calendar year 2019 and for such time thereafter until successors thereof have been designated and appointed.

Motion was made by Councilman Kelly Wilson to approve Resolution No. R-2019-05; a resolution approving the designation of Councilman Randy Reeve to serve on the Administrative Control Board of the Washington County Special Service District No. 1 for calendar year 2019 and for such time thereafter until successors thereof have been designated and appointed, second by Councilman Micah Gubler. Wilson-yes, Wise-yes, Justice-yes, Gubler-yes, Reeve-yes. Motion carried unanimously.

6. Discussion and possible action to approve a Memorandum of Understanding (MOU) regarding exploration of the
La Verkin Hot Springs opportunity.

Mayor Hirschi explained this MOU does not bind the City financially.

Kevin explained on Page 5 it states, "nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available." Then three paragraphs later states" The Parties agree that this MOU does not create any contractual or any other legal obligations meant to be enforceable by operation of

law." That is saying there is nothing in the MOU that is legally enforceable. However, after speaking with staff and several Councilmembers it would be best, if approved, to include in the motion a dollar amount the City is willing to spend on this just so the other potential parties in this Memorandum know up front.
The County has already approved this MOU, so the City needs to act quickly.

Mayor Hirschi explained the hot springs were once open to the public but was then purchased by an individual who closed it to the general public and then lost it to the bank. The Washington County Water Conservancy District (WCWCD) purchased the property and is the current owner. Their interest is removing the sulfur from the Virgin River, so the water is irrigatable. There have been individuals interested in having WCWCD open the hot springs for the public to use.
The Conservancy District proposed each party in the MOU pay 25% of the cost in this endeavor but the final amount is not known.

Kevin pointed out the MOU still states each Party will pay 25% which is another reason the Council needs to determine a dollar amount to include in the motion.

Councilman Wilson has been asked to set on this committee. He mentioned the Board was established to determine if it was feasible to open the hot springs again with the County owning the property and someone else developing and operating it. He doesn't think any money needs to be spent on that. He also feels if there is an outside interest that is interested in opening it up again, they should be the one spending the money to see if it's feasible.
If the City decides to contribute any money it should be minimal, $2,000-3,000 at the most.
One of the conflicts is that the people interested in opening the hot springs wants to keep it in the canyon and WCWCD does not want the liability of it being in the canyon and would like to pump the water to property they own on the La Verkin side of the River.

Kyle stated the budget has a little Community Development money that could go toward this without another amendment. Kyle is on this committee also and when they attend the first meeting, he will let the other members know the dollar amount La Verkin is willing to spend.

Councilman Gubler said he is fine with $2,000.

Councilwoman Wise mentioned she doesn't like the way the MOU is written and wondered if the other parties agree with the terms. She feels the developer should have some guarantee before they are asked to spend thousands of dollars on a design and thinks the City needs to be a part of the committee. She feels the committee should have met and reviewed the MOU before seeking approval. If the other Councilmembers feel comfortable with $2,000, she would not object to it.

Kevin would like the Council to clarify the dollar amount in the motion, whether it is for the fiscal year or the total amount to contribute.

Councilman Reeve agreed with Councilwoman Wise and feels the City should wait for the committee to review the MOU and then act on it.

Councilman Wilson stated the MOU establishes the committee so it needs to be approved before they can meet.

Councilman Gubler pointed out the MOU can be approved without the dollar amount established. The dollar cap is a "safety net" and lets the other members know up front what the City is willing to spend.

Councilman Wilson would like a cap of $2,000 and mentioned that can always be changed once the Committee meets and determines what they want to do.

Councilman Justice pointed out that WCWCD owns the property and will benefit the most from opening it, they should be paying more than the surrounding communities.

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Councilman Wilson explained the WCWCD originally wanted to develop it and turn it over to La Verkin but just not in the canyon. They have property by our pump station they would be willing to place it, but the outside group is pushing to open it in the original location.
WCWCD would not benefit from it, it will be the outside developer that would need to create a destination spot. While La Verkin and Hurricane would both benefit from the hot springs opening, neither community has enough money to open and maintain a destination spot.
Motion was made by Councilman Kelly Wilson to approve the Memorandum of Understanding with Washington County Water Conservancy District, Hurricane City and Washington County to include a beginning dollar amount not to exceed $2,000, second by Councilman Micah Gubler. Roll Call Vote: Wilson-yes, Wise-yes, Justice-yes, Gubler-yes, Reeve-yes. Motion carried unanimously.

7. Discussion and possible action to approve Ordinance No. 2019-01; an ordinance amending section 1-6-4 of the La Verkin City Code and providing for an alternative to bonding for officers.

Kevin reported that the Trust sent notification that State Code requires posting and approval for all bonds during the first council meeting in January following an election. Most communities were not doing that and instead purchased a blanket insurance or criminal/theft insurance. La Verkin was one of the communities that purchased a blanket insurance. The Trust asked cities to look at their code and see what changes could be made to expand the wording to allow for criminal/theft insurance or blanket insurance in leu of the bond. However, the State doesn't have that in the Code so Kevin prepared this ordinance to be consistent with what we are allowed by State law. We would allow the theft insurance as an alternative to the bonds because that is something the Trust is already providing to us. The Trust has reviewed the ordinance and are happy with it. They sent an email from the Council of Financial Management that sets the amount that treasures are supposed to have in their bond, stating that they have, as a State entity, adopted the theft/crime insurance as an alternate. Making it a State rule.
Approving this ordinance will put La Verkin City in full compliance and Christy will put, as part of the consent agenda, the bonds and insurance on the first meeting in January's agenda so we will qualify with the State rules.
The Trust is converting all our blanket insurance to crime/theft insurance, at no cost to us and they are covering the City up to 5 million dollars which is higher than required by State law, at no additional charge to us.
This does not cover any specialty bonds such as notary bonds.
Motion was made by Councilman Ray Justice to approve Ordinance No. 2019-01, an ordinance amending section 1-6-4 of the La Verkin City Code and providing for an alternative to bonding for officers, second by Councilman Kelly Wilson. Wilson-yes, Wise-yes, Justice-yes, Gubler-yes, Reeve-yes. Motion carried unanimously.

8. Discussion and possible action on a vacation rental spacing requirement.
9. Discussion and direction on the vacation rental percentage quota.

Mayor Hirschi suggested the Council discuss both items together.

Councilman Wilson stated he is opposed to the spacing requirement and is fine with the current percentage quota. However, if the Council would like to lower the percentage quota, he is fine with that.

Councilman Reeve stated he does not like the spacing requirement.
The Planning Commission recommended 7.5% and the Council increased it to 10%. Three years later, he feels we are losing good people, our identity and our city. He is in favor of lowering the percentage quota to try and have an identity again.

Christy reported one area is full and one other area has only one license left at the 10% cap.

Councilman Wilson mentioned if the percentage was lowered and the areas were full the licensed vacation rentals would be grandfathered in and those areas would lower back down over time.

Kevin stated lowering the percentage cap will require a public hearing with the Planning Commission and then it will come back to the City Council for final approval.
The number of areas can be changed without Commission recommendation which needs to be considered with the Interstate Rock Property at the north end of Main Street beginning to be developed. That area is currently in Area 1 which is maxed out. Not creating a new area would open Zion View Estates up for more vacation rentals.

Changing the area boundaries is also an option for the Council. That is done by resolution.
The spacing did go through the process with the Planning Commission and they recommended no. Now it is back to the City Council for a final vote.

Councilman Gubler said he felt the Councilmembers voiced their lack of support for a spacing requirement during the meeting.
He admitted to being one of the Councilmembers in favor of increasing the percentage when it was first presented to the Council and now he is in favor of reducing it back.

Councilman Justice said he is not in favor of a spacing requirement. He thinks the free enterprise system and market economy will determine when it's too much. He is in favor of letting the citizens decide what they would like to do with their own property. The free enterprise is system is wonderful, it's what makes America great and he is not in favor of limiting that.

Councilman Gubler agrees that as a citizen you should be able to do what you would like with your own property, but he deals with a lot of these vacation rental owners because he insures them and 90% of them are not La Verkin citizens. Most communities are not as open La Verkin is with vacation rentals, so they are flocking here. He is in favor of the lower percentage number.

Kevin pointed out that any time there are potential changes to the regulations it creates a rush on licenses. It could also create an issue for people that are in the process of trying to meet the current requirements but haven't yet.

Mayor Hirschi would like to leave the regulations the way they are.

Councilman Gubler pointed out there are several regulations that are difficult to enforce.

Councilman Reeve mentioned the single-family dwelling definition needs to be clarified as well.

Mayor Hirschi said that item will be on a future City Council agenda.

Councilwoman Wise feels the spacing requirement would be impossible to enforce. For every person it helps it would hurt another individual. It would become too personal in neighborhoods. She feels for the people that are surrounded by vacation rentals that do not want to be but passing this would hurt more than it would help. She is not in favor of the spacing requirement.
She originally felt 7.5% was good but there were some great points raised in the discussion when that number was increased to 10% and she was okay with that increase. She thought it would increase revenue for the City and help residents bring in extra income but as has been pointed out, most of the vacation rental owners are not citizens of La Verkin. She still thinks vacation rentals are good for the City. She is also concerned with the cost of housing increasing substantially because of vacation rentals.
Her personal feeling is that we are reacting too quickly to the percentage amount and would like to keep it at 10%. She doesn't think 3% would make much of a difference.
Creating a new area for Interstate Rock's property has already been address with either the Planning Commission or City Council. It should be in the minutes that before the property is developed it needs its own area so it will not be part of Zion View Estates.

There was no motion for business item number 8. By not making a motion the item dies.

Motion was made by Councilman Micah Gubler to direct the Planning Commission to review the possibility of reducing the vacation rental percentage quota to 7.5%, second by Councilman Kelly Wilson. Roll Call Vote: Reeve-yes, Gubler-yes, Justice-no, Wise-no, Wilson-yes. Motion passes.

H. **Mayor & Council Reports:**

Mayor Hirschi-The Planning Commission will be discussing the possibility of allowing vacation rentals in two-family dwellings. This item has been requested by a property owner. The current ordinance states they are allowed in single-

family dwellings only. He encouraged the Councilmembers to be thinking about this so once it is on a City Council agenda, they will be prepared to decide.

Wilson-Nothing to report.

Wise- The Master Trails Plan has been completed and will be going to the Planning Commission for review. She reported on the Economic Summit she attended with Mayor Hirschi, Councilman Justice and Kevin Bennett. She was able to attend several sessions, one was on affordable housing, not low-income housing, and another was on tourism. Two of the panel members for the tourism session were small businesses from Hurricane.

Justice-The St. George news had a great article on Confluence Park that gave the history of the property and included photos. The Confluence Park meeting was a field trip into the Park. There were a couple of people there who would like to bring rock climbing into Confluence Park. He is in favor of allowing that, it is great to have people utilize the Park for what is was meant for. It would also help prevent vandalism in the Park.

Gubler-Nothing to report.

Reeve-Nothing to report.

I. Closed Session:

Motion was made by Councilman Ray Justice to adjourn to a Closed Session at the location of 111 South Main Street, La Verkin Utah for the purpose of discussing the character, professional competence, or physical or mental health of an individual after a short recess, second by Councilman Randy Reeve. Reeve-yes, Gubler-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously at 7:31 pm.

J. Reconvene from Closed Session:

Motion was made by Councilman Ray Justice to reconvene from the Closed Session and return to the regular meeting and to also adjourn. Reeve-no, Gubler-yes, Justice-yes, Wise-yes, Wilson-yes. Motion passes at 8:55pm.

K. Adjourn:

See motion above.

Minutes where done by Christy Ballard.

_____

Date Approved

_____

Mayor Richard M. Hirschi

ATTEST:

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Christy Ballard
City Recorder

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La Verkin City
Invoice Register - 1/11/2019 to 1/31/2019 - All Invoices

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
100040068.0131	*Buchwitz, Charles		1/31/2019	1/31/2019	$111.46			
					111.46	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040068 - *Buchwitz, Charles
100039947.0131	*Eggen, Shane		1/31/2019	1/31/2019	$111.04			
					111.04	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039947 - *Eggen, Shane
Refund: 803451	*Newlands, Jude Q	45184	1/11/2019	1/11/2019	$10.22			
					10.22	511311	Accounts Receivable	Refund: 803451 - *Newlands, Jude Q
100039688.0128	*Trejo, Carlos	45222	1/28/2019	1/28/2019	$118.39			
					118.39	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039688 - *Trejo, Carlos
011819	*Yracheta, Valerie		1/28/2019	2/28/2019	$200.00			
					200.00	102331	Building/Park Rental deposit	Refund deposit on 111 S Main
100039914.0128	^Wigren, Don	45223	1/28/2019	1/28/2019	$117.97			
					117.97	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039914 - ^Wigren, Don
Refund: 1000403	^Williams, Derrick	45185	1/11/2019	1/11/2019	$67.37			
					67.37	511311	Accounts Receivable	Refund: 100040334 - ^Williams, Derrick
302813	ACE HARDWARE	45186	1/14/2019	1/10/2019	$27.92			
					27.92	104410.745	Streets STREET IMPROVEME	redi mix
PR011819-258	AFLAC		1/23/2019	1/23/2019	$106.50			
					106.50	102224	Health Savings Acoount	AFLAC EE
756-0119	CenturyLink	45225	1/18/2019	2/2/2019	$89.20			
					57.98	104210.280	Police UTLITIES	Phone
					31.22	104230.240	Vicims OFFICE EXPENSE, SU	phone
949-0119	CenturyLink		1/28/2019	2/12/2019	$53.45			
					53.45	104253.280	Animal UTILITIES	Animal control
979-0119	CenturyLink	45225	1/18/2019	2/2/2019	$73.05			
					73.05	536310.250	Irrigation EQUIPMENT OPERA	DSL @ Filter station
CL13170	CenturyLink		1/28/2019	2/10/2019	$825.00			
					16.50	104160.250	Bldg EQUIPMENT OPERATING	
					16.50	104160.270	Bldg B&G OPERATION AND M	
					99.00	104240.250	Inspect EQUIPMENT OPERATI	
					198.00	104410.250	Streets EQUIPMENT OPERATI	Backhoe lease
					33.00	104410.745	Streets STREET IMPROVEME	
					16.50	104510.250	Parks EQUIPMENT OPERATIN	
					231.00	516340.250	O&M EQUIPMENT OPERATIN	
					16.50	516340.450	O&M SYSTEMS MAINTENANC	
					82.50	536310.250	Irrigation EQUIPMENT OPERA	
					16.50	536310.450	Irrigation WATER MAIN REPAIR	
					82.50	556350.250	Drainage EQUIPMENT OPERA	
					16.50	556350.440	Drainage NEW SERVICES	
	Vendor Total:				**$1,040.70**			
011019	Citi Cards		1/15/2019	1/20/2019	$27.36			
PO# 3063					27.36	104140.230	Admin TRAVEL & TRAINING	Food for Water Ralley in SLC
011719	Citi Cards		1/18/2019	2/10/2019	$105.25			
					48.40	104140.240	Admin OFFICE EXPENSE, SUP	paper

La Verkin City
Invoice Register - 1/11/2019 to 1/31/2019 - All Invoices

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					10.53	104140.310	Admin ATTORNEY/IN HOUSE	
					25.26	516660.240	Admin OFFICE EXPENSE, SUP	office supplies
					6.32	536310.240	Irrigation OFFICE EXPENSE, S	office supplies
					14.74	556350.240	Drainage OFFICE EXPENSE, S	
012219	Citi Cards		1/28/2019	2/10/2019	$16.94			
PO# 3073					16.94	104540.610	Rec MISCELLANEOUS EXPEN	Pictures for Dog Show
105520817	Citi Cards		1/28/2019	2/10/2019	$222.27			
PO# 3074					222.27	104540.610	Rec MISCELLANEOUS EXPEN	Equipment for City Events
121018	Citi Cards	1242019	1/24/2019	1/10/2019	$31.78			
					31.78	104140.610	Admin MISCELLANEOUS SER	Supplies
12132018	Citi Cards	1242019	1/24/2019	1/10/2019	$10.00			
					10.00	104620.610	Comm COMMUNITY DEVELOP	Screencloud
21790	Citi Cards		1/15/2019	1/20/2019	$95.98			
PO# 3065					95.98	104140.230	Admin TRAVEL & TRAINING	Hotel for RWAU Water Rally
2324-0660	Citi Cards		1/28/2019	2/26/2019	$49.00			
					49.00	104140.315	Admin COMPUTER EQUIPME	Website hosting
2720251	Citi Cards		1/18/2019	2/10/2019	$42.17			
					0.84	104160.250	Bldg EQUIPMENT OPERATING	
					0.84	104160.270	Bldg B&G OPERATION AND M	
					5.06	104240.250	Inspect EQUIPMENT OPERATI	
					10.12	104410.250	Streets EQUIPMENT OPERATI	
					1.69	104410.745	Streets STREET IMPROVEME	
					0.85	104510.250	Parks EQUIPMENT OPERATIN	
					11.81	516340.250	O&M EQUIPMENT OPERATIN	
					0.84	516340.450	O&M SYSTEMS MAINTENANC	
					4.22	536310.250	Irrigation EQUIPMENT OPERA	
					0.84	536310.450	Irrigation WATER MAIN REPAIR	
					4.22	556350.250	Drainage EQUIPMENT OPERA	
					0.84	556350.440	Drainage NEW SERVICES	
2720255	Citi Cards		1/18/2019	2/10/2019	$50.92			
					1.02	104160.250	Bldg EQUIPMENT OPERATING	
					1.02	104160.270	Bldg B&G OPERATION AND M	
					6.11	104240.250	Inspect EQUIPMENT OPERATI	
					12.22	104410.250	Streets EQUIPMENT OPERATI	
					2.04	104410.745	Streets STREET IMPROVEME	
					1.01	104510.250	Parks EQUIPMENT OPERATIN	
					14.26	516340.250	O&M EQUIPMENT OPERATIN	
					1.02	516340.450	O&M SYSTEMS MAINTENANC	
					5.09	536310.250	Irrigation EQUIPMENT OPERA	
					1.02	536310.450	Irrigation WATER MAIN REPAIR	
					5.09	556350.250	Drainage EQUIPMENT OPERA	
					1.02	556350.440	Drainage NEW SERVICES	
3036	Citi Cards		1/18/2019	2/10/2019	$15.99			
					0.32	104160.250	Bldg EQUIPMENT OPERATING	
					0.32	104160.270	Bldg B&G OPERATION AND M	
					1.92	104240.250	Inspect EQUIPMENT OPERATI	
					3.83	104410.250	Streets EQUIPMENT OPERATI	
					0.64	104410.745	Streets STREET IMPROVEME	
					0.32	104510.250	Parks EQUIPMENT OPERATIN	
					4.48	516340.250	O&M EQUIPMENT OPERATIN	
					0.32	516340.450	O&M SYSTEMS MAINTENANC	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					1.60	536310.250	Irrigation EQUIPMENT OPERA	
					0.32	536310.450	Irrigation WATER MAIN REPAIR	
					1.60	556350.250	Drainage EQUIPMENT OPERA	
					0.32	556350.440	Drainage NEW SERVICES	
4077043	Citi Cards		1/28/2019	2/10/2019	$7.99			
					7.99	104540.610	Rec MISCELLANEOUS EXPEN	Royalty pagent supplies
8334-011019	Citi Cards		1/14/2019	1/25/2019	$150.00			
					150.00	104140.230	Admin TRAVEL & TRAINING	Spring conf treasurer conf May 8-11
	Vendor Total:				**$825.65**			
010919	Davis Food & Drug #4/Farmers Market	45190	1/14/2019	1/25/2019	$200.00			
					200.00	104620.610	Comm COMMUNITY DEVELOP	Employee of the Year
011119	Davis Food & Drug #4/Farmers Market	45226	1/18/2019	2/1/2019	$9.87			
					9.87	104410.745	Streets STREET IMPROVEME	supplies
01119	Davis Food & Drug #4/Farmers Market		1/28/2019	2/10/2019	$16.99			
					16.99	104510.250	Parks EQUIPMENT OPERATIN	tarps
011419	Davis Food & Drug #4/Farmers Market		1/28/2019	2/10/2019	$38.32			
					38.32	104540.610	Rec MISCELLANEOUS EXPEN	Royalty pagent supplies
011519 PO# 3067	Davis Food & Drug #4/Farmers Market	45226	1/15/2019	1/30/2019	$135.00			
					135.00	104540.610	Rec MISCELLANEOUS EXPEN	Gift Cards for the Dog Show
011819	Davis Food & Drug #4/Farmers Market		1/28/2019	2/10/2019	$24.99			
					24.99	104160.270	Bldg B&G OPERATION AND M	tools
012219 PO# 3072	Davis Food & Drug #4/Farmers Market		1/28/2019	2/10/2019	$40.00			
					40.00	104540.610	Rec MISCELLANEOUS EXPEN	Gift Card for Leon Gubler for Use of his Rail Fence (Dog Show Pictures)
012519	Davis Food & Drug #4/Farmers Market		1/29/2019	2/10/2019	$29.98			
					29.98	104160.250	Bldg EQUIPMENT OPERATING	Batteries for cameras
121019 PO# 3059	Davis Food & Drug #4/Farmers Market	45190	1/15/2019	1/15/2019	$66.45			
					66.45	104510.480	Parks RAP Tax	Hardware to attach flags to poles
12519	Davis Food & Drug #4/Farmers Market		1/29/2019	2/10/2019	$205.95			
					205.95	104410.745	Streets STREET IMPROVEME	Employee incentive
	Vendor Total:				**$767.55**			
62008055	DeLage Landen Financial Services	45227	1/15/2019	2/1/2019	$296.15			
					34.04	104140.240	Admin OFFICE EXPENSE, SUP	Copy Cost
					111.14	104140.310	Admin ATTORNEY/IN HOUSE	Copy Cost
					112.88	516660.240	Admin OFFICE EXPENSE, SUP	Copy Cost
					4.81	536310.240	Irrigation OFFICE EXPENSE, S	Copy Cost
					33.28	556350.240	Drainage OFFICE EXPENSE, S	Copy Cost
62185061	DeLage Landen Financial Services		1/28/2019	2/15/2019	$104.93			
					68.20	104210.240	Police OFFICE EXPENSE, SUP	Printer cost
					36.73	104230.240	Vicims OFFICE EXPENSE, SU	Printer Cost
	Vendor Total:				**$401.08**			
100040013.0130	DIRT PRO ECAVATING LLC		1/30/2019	1/30/2019	$994.00			
					994.00	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040013 - DIRT PRO ECAVATING LLC

La Verkin City
Invoice Register - 1/11/2019 to 1/31/2019 - All Invoices

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
3269-0119	Dominiom Energy		1/28/2019	2/13/2019	$419.31			
					209.66	104140.280	Admin UTILITIES	1/2 111 S Main
					209.65	104210.280	Police UTLITIES	1/2 111 S Main
9275-0119	Dominiom Energy		1/28/2019	2/13/2019	$7.23			
					7.23	104510.280	Parks UTILITIES	Cemetary shop
9924-0119	Dominiom Energy		1/28/2019	2/13/2019	$310.97			
					310.97	104140.280	Admin UTILITIES	435 N Main street
	Vendor Total:				**$737.51**			
474120190201	EMI Health	45228	1/28/2019	2/1/2019	$1,562.50			
					1,562.50	101562	PEHP/AFLAC Insurance Clearin	Insurance
013119	Empire Waste Services		1/28/2019	2/15/2019	$294.00			
					73.50	104140.280	Admin UTILITIES	
					161.70	516660.280	Admin UTILITIES	
					14.70	536310.430	Irrigation SOLID WASTE EXPE	
					44.10	556350.250	Drainage EQUIPMENT OPERA	
125494	EXECUTECH	45191	1/15/2019	1/1/2019	$1,140.43			
					21.00	104111.250	Council EQUIPMENT OPERATI	
					48.23	104140.310	Admin ATTORNEY/IN HOUSE	
					691.54	104140.315	Admin COMPUTER EQUIPME	
					21.00	104210.315	Police COMPUTER EQUIPMEN	
					21.00	104230.315	Victims COMPUTER EQUIPME	
					260.48	516660.315	Admin SOFTWARE OR INFOR	
					77.18	556350.315	Drainage SOFTWARE & COMP	
NP55097551	FUELMAN FLEET CARD	45193	1/15/2019	1/25/2019	$2,703.49			
					29.83	104160.250	Bldg EQUIPMENT OPERATING	
					29.83	104160.270	Bldg B&G OPERATION AND M	
					1,056.93	104210.250	Police EQUIPMENT OPERATIN	
					121.48	104230.300	Victims FUEL	
					178.96	104240.250	Inspect EQUIPMENT OPERATI	
					33.71	104253.250	Animal EQUIPMENT OPERATI	
					357.92	104410.250	Streets EQUIPMENT OPERATI	
					59.65	104410.745	Streets STREET IMPROVEME	
					29.83	104510.250	Parks EQUIPMENT OPERATIN	
					417.58	516340.250	O&M EQUIPMENT OPERATIN	
					29.83	516340.450	O&M SYSTEMS MAINTENANC	
					149.14	536310.250	Irrigation EQUIPMENT OPERA	
					29.83	536310.450	Irrigation WATER MAIN REPAIR	
					149.14	556350.250	Drainage EQUIPMENT OPERA	
					29.83	556350.440	Drainage NEW SERVICES	
Refund: 1000397	Gionta, Jenna	45194	1/11/2019	1/11/2019	$75.39			
					75.39	511311	Accounts Receivable	Refund: 100039748 - Gionta, Jenna
Refund: 1000383	Griffin, Natalie P.	45195	1/11/2019	1/11/2019	$25.00			
					25.00	511311	Accounts Receivable	Refund: 100038307 - Griffin, Natalie P.
012019	Health Equity	1232019	1/24/2019	1/10/2019	$18.00			
					2.50	104210.130	Police EMPLOYEE BENEFITS	
					2.50	104230.130	Victims EMPLOYEE BENEFITS	
					13.00	516660.130	Admin EMPLOYEE BENEFITS	
PR010419-6099	Health Equity	1232019	1/11/2019	1/11/2019	($311.58)			
					-311.58	102224	Health Savings Acoount	PEHP Health Equity

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
PR011819-6099	Health Equity	1232019	1/23/2019	1/23/2019	$535.00			
					535.00	102224	Health Savings Acoount	PEHP Health Equity
	Vendor Total:				**$241.42**			
012919	Houston, Annette	45229	1/29/2019	1/29/2019	$171.15			
					171.15	104540.610	Rec MISCELLANEOUS EXPEN	Sashes for Royalty pagent
11-423	HURRICANE CITY WATER DEPT		1/28/2019	2/10/2019	$95.34			
					23.82	516660.410	Admin PRODUCT OR SERVIC	Power for Ash Creek dec. 2018 @13%
					71.52	516660.410	Admin PRODUCT OR SERVIC	Chlorine and cilinder rental
67892	Hurricane Tire Pros	45196	1/14/2019	1/1/2019	$16.00			
					16.00	104210.450	Police VEHICLE MAINTANCE	Flat tire repair on 2014 Chev Silverado
168	Imlay, Toni	45197	1/14/2019	1/11/2019	$30.00			
					30.00	104140.240	Admin OFFICE EXPENSE, SUP	Closed Holidays, Nightbox sign for door
SG3013208	Intermountain WorkMed	45198	1/14/2019	1/16/2019	$83.00			
					42.00	104210.250	Police EQUIPMENT OPERATIN	drug screen accident
					41.00	516340.250	O&M EQUIPMENT OPERATIN	drug screen- new hire
Refund: 721801	Jannatpour, Susan	45199	1/18/2019	1/18/2019	$6.92			
					6.92	511311	Accounts Receivable	Refund: 721801 - Jannatpour, Susan
3053	JENSEN LOCKSMITHING		1/29/2019	2/10/2019	$120.00			
					120.00	104160.250	Bldg EQUIPMENT OPERATING	Lock repair
18186	LANTIS FIREWORKS & LASERS		1/28/2019	2/10/2019	$2,500.00			
					2,500.00	104540.610	Rec MISCELLANEOUS EXPEN	fireworks for Winterfest
PR011819-2969	LAVERKIN CITY	01232019	1/23/2019	1/23/2019	$35.00			
					35.00	102225	Misc Payable	Misc. Deductions
PR011819-147	LEGAL SHIELD		1/23/2019	1/23/2019	$23.90			
					23.90	102225	Misc Payable	LegalShield
EA833821	Les Olson		1/28/2019	2/10/2019	$174.29			
					23.57	104140.240	Admin OFFICE EXPENSE, SUP	Copy Cost
					49.03	104140.310	Admin ATTORNEY/IN HOUSE	Printer cost
					80.86	516660.240	Admin OFFICE EXPENSE, SUP	Copy Cost
					3.71	536310.240	Irrigation OFFICE EXPENSE, S	Copy Cost
					17.12	556350.240	Drainage OFFICE EXPENSE, S	Copy Cost
194531 PO# 3061	Master Meter Systems	45230	1/14/2019	2/1/2019	$1,200.00			
					1,200.00	516340.450	O&M SYSTEMS MAINTENANC	Meter reading support
Refund: 706003	Mecham, Paula	45202	1/16/2019	1/16/2019	$3.57			
					3.57	511311	Accounts Receivable	Refund: 706003 - Mecham, Paula
15479	My Fleet Center,	45231	1/28/2019	2/1/2019	$96.13			
					96.13	104210.450	Police VEHICLE MAINTANCE	Oil change- 2016 Chevy 1500
15484	My Fleet Center,	45231	1/28/2019	2/1/2019	$56.14			
					56.14	104230.450	Victims VEHICLE MAINTENAN	Oil change- 2018 Honda CRV
15538	My Fleet Center,	45231	1/28/2019	2/1/2019	$119.95			
					119.95	104210.450	Police VEHICLE MAINTANCE	Oil change- 2018 Ram PU 1500
15672	My Fleet Center,		1/29/2019	2/10/2019	$79.11			
					31.64	104240.450	Inspect VEHICLE MAINTENAN	Truck repairs

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					31.65	104410.450	Streets VEHICLE MAINTENAN	Oil change 2013 GMC 2500
					15.82	104510.450	Parks VEHICLE MAINTENANC	Truck repairs
	Vendor Total:				**$351.33**			
474446	NAPA AUTO PARTS	45203	1/14/2019	1/10/2019	$115.32			
					115.32	104210.450	Police VEHICLE MAINTANCE	Brake pad , brake rotors
527359	NAPA AUTO PARTS	45203	1/14/2019	1/15/2019	$7.00			
					0.14	104160.250	Bldg EQUIPMENT OPERATING	
					0.14	104160.270	Bldg B&G OPERATION AND M	
					0.84	104240.250	Inspect EQUIPMENT OPERATI	
					1.68	104410.250	Streets EQUIPMENT OPERATI	Adapter for Vac truck
					0.28	104410.745	Streets STREET IMPROVEME	
					0.14	104510.250	Parks EQUIPMENT OPERATIN	
					1.96	516340.250	O&M EQUIPMENT OPERATIN	
					0.14	516340.450	O&M SYSTEMS MAINTENANC	
					0.70	536310.250	Irrigation EQUIPMENT OPERA	
					0.14	536310.450	Irrigation WATER MAIN REPAIR	
					0.70	556350.250	Drainage EQUIPMENT OPERA	
					0.14	556350.440	Drainage NEW SERVICES	
529104	NAPA AUTO PARTS	45203	1/14/2019	1/15/2019	$15.72			
					0.31	104160.250	Bldg EQUIPMENT OPERATING	
					0.31	104160.270	Bldg B&G OPERATION AND M	
					1.89	104240.250	Inspect EQUIPMENT OPERATI	
					3.77	104410.250	Streets EQUIPMENT OPERATI	B Fluid for 1 ton
					0.63	104410.745	Streets STREET IMPROVEME	
					0.34	104510.250	Parks EQUIPMENT OPERATIN	
					4.40	516340.250	O&M EQUIPMENT OPERATIN	
					0.31	516340.450	O&M SYSTEMS MAINTENANC	
					1.57	536310.250	Irrigation EQUIPMENT OPERA	
					0.31	536310.450	Irrigation WATER MAIN REPAIR	
					1.57	556350.250	Drainage EQUIPMENT OPERA	
					0.31	556350.440	Drainage NEW SERVICES	
530514	NAPA AUTO PARTS	45203	1/14/2019	1/15/2019	$36.70			
					0.73	104160.250	Bldg EQUIPMENT OPERATING	
					0.73	104160.270	Bldg B&G OPERATION AND M	
					4.40	104240.250	Inspect EQUIPMENT OPERATI	
					8.81	104410.250	Streets EQUIPMENT OPERATI	grease cart
					1.47	104410.745	Streets STREET IMPROVEME	
					0.75	104510.250	Parks EQUIPMENT OPERATIN	
					10.28	516340.250	O&M EQUIPMENT OPERATIN	
					0.73	516340.450	O&M SYSTEMS MAINTENANC	
					3.67	536310.250	Irrigation EQUIPMENT OPERA	
					0.73	536310.450	Irrigation WATER MAIN REPAIR	
					3.67	556350.250	Drainage EQUIPMENT OPERA	
					0.73	556350.440	Drainage NEW SERVICES	
532660	NAPA AUTO PARTS		1/18/2019	2/10/2019	$23.98			
					23.98	536310.450	Irrigation WATER MAIN REPAIR	gloves
	Vendor Total:				**$198.72**			
124471	Opticare of Utah	45204	1/15/2019	1/11/2019	$248.90			
					248.90	101562	PEHP/AFLAC Insurance Clearin	Employee eye insurance
012419	PEHP		1/28/2019	2/13/2019	$20,015.54			
					20,015.54	101562	PEHP/AFLAC Insurance Clearin	Insurance

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
010119	PURCHASE POWER	45206	1/14/2019	1/20/2019	$6.95			
					1.91	104140.240	Admin OFFICE EXPENSE, SUP	
					2.95	516660.240	Admin OFFICE EXPENSE, SUP	
					1.05	536310.240	Irrigation OFFICE EXPENSE, S	
					1.04	556350.240	Drainage OFFICE EXPENSE, S	
Refund: 1000403	Red Desert Properties	45208	1/11/2019	1/11/2019	$83.82			
					83.82	511311	Accounts Receivable	Refund: 100040351 - Red Desert Properties
0016-0119	ROCKY MOUNTAIN POWER		1/28/2019	2/7/2019	$185.19			
					185.19	104253.280	Animal UTILITIES	Animal control
0017-0119	ROCKY MOUNTAIN POWER		1/28/2019	2/7/2019	$3,814.23			
					595.91	104140.280	Admin UTILITIES	1/2 111 s Main99.69, 435 N Main
					99.69	104210.280	Police UTLITIES	1/2 111 s Main99.69
					2,389.44	104410.280	Streets UTILITIES	Street lights
					361.05	104510.280	Parks UTILITIES	Parks
					348.66	516340.280	O&M UTILITIES	Pump Station
					19.48	536310.250	Irrigation EQUIPMENT OPERA	Filter station
0124-0119	ROCKY MOUNTAIN POWER	45232	1/15/2019	1/30/2019	$45.23			
					45.23	104140.280	Admin UTILITIES	Cresent park
	Vendor Total:				**$4,044.65**			
5354309	SCHOLZEN PRODUCTS CO INC		1/18/2019	2/10/2019	$70.52			
					70.52	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6352238	SCHOLZEN PRODUCTS CO INC	45209	1/14/2019	1/25/2019	$64.72			
					64.72	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6354165	SCHOLZEN PRODUCTS CO INC		1/18/2019	2/10/2019	$84.89			
					84.89	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
6354299	SCHOLZEN PRODUCTS CO INC		1/18/2019	2/10/2019	$47.40			
					47.40	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6354309	SCHOLZEN PRODUCTS CO INC		1/29/2019	2/10/2019	$70.52			
					70.52	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6354352	SCHOLZEN PRODUCTS CO INC		1/18/2019	2/10/2019	$103.40			
					103.40	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6354414	SCHOLZEN PRODUCTS CO INC		1/29/2019	2/10/2019	$10.23			
					10.23	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6354652	SCHOLZEN PRODUCTS CO INC		1/18/2019	2/10/2019	$121.62			
					121.62	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
635514	SCHOLZEN PRODUCTS CO INC		1/18/2019	2/10/2019	$10.23			
					10.23	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6357348	SCHOLZEN PRODUCTS CO INC		1/29/2019	2/10/2019	$26.56			
					26.56	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
	Vendor Total:				**$610.09**			
285428	Southwest Utah Public Health Departme	45233	1/15/2019	2/2/2019	$100.00			
					100.00	516340.420	O&M PURIFICATION AND TRE	Water sample testing
3283773	SPECTRUM	45210	1/15/2019	1/1/2019	$26.25			
					26.25	104140.220	Admin PUBLIC NOTICES	2019 Meeting dates
3294121	SPECTRUM	45210	1/15/2019	12/13/2018	$19.38			
					19.38	104140.220	Admin PUBLIC NOTICES	Public notice

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
	Vendor Total:				**$45.63**			
7209594312	STAPLES	45234	1/14/2019	1/31/2019	$49.40			
					49.40	104210.240	Police OFFICE EXPENSE, SUP	Gloves
7209625621	STAPLES	45234	1/14/2019	1/31/2019	$21.39			
					9.85	104140.240	Admin OFFICE EXPENSE, SUP	office supplies
					2.14	104140.310	Admin ATTORNEY/IN HOUSE	
					5.13	516660.240	Admin OFFICE EXPENSE, SUP	office supplies
					1.28	536310.240	Irrigation OFFICE EXPENSE, S	office supplies
					2.99	556350.240	Drainage OFFICE EXPENSE, S	
7211888259	STAPLES		1/28/2019	2/10/2019	$29.14			
					13.41	104140.240	Admin OFFICE EXPENSE, SUP	office supplies
					2.91	104140.310	Admin ATTORNEY/IN HOUSE	
					6.99	516660.240	Admin OFFICE EXPENSE, SUP	office supplies
					1.75	536310.240	Irrigation OFFICE EXPENSE, S	office supplies
					4.08	556350.240	Drainage OFFICE EXPENSE, S	
	Vendor Total:				**$99.93**			
123118	State Of Utah	45212	1/18/2019	12/31/2018	$327.62			
					327.62	103221	Building Permits	Buliding permit surcharge fee
100039677.0115	Stratton Construction, Inc	45213	1/15/2019	1/15/2019	$954.68			
					954.68	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039677 - Stratton Construction, Inc
3520454972	UniFirst Corporation	45235	1/14/2019	2/1/2019	$50.82			
					1.02	104160.250	Bldg EQUIPMENT OPERATING	
					1.02	104160.270	Bldg B&G OPERATION AND M	
					6.10	104240.250	Inspect EQUIPMENT OPERATI	
					12.20	104410.250	Streets EQUIPMENT OPERATI	
					2.03	104410.745	Streets STREET IMPROVEME	
					1.00	104510.250	Parks EQUIPMENT OPERATIN	
					14.23	516340.250	O&M EQUIPMENT OPERATIN	
					1.02	516340.450	O&M SYSTEMS MAINTENANC	
					5.08	536310.250	Irrigation EQUIPMENT OPERA	
					1.02	536310.450	Irrigation WATER MAIN REPAIR	
					5.08	556350.250	Drainage EQUIPMENT OPERA	
					1.02	556350.440	Drainage NEW SERVICES	
3520455495	UniFirst Corporation	45235	1/18/2019	1/30/2019	$50.82			
					1.02	104160.250	Bldg EQUIPMENT OPERATING	
					1.02	104160.270	Bldg B&G OPERATION AND M	
					6.10	104240.250	Inspect EQUIPMENT OPERATI	
					12.20	104410.250	Streets EQUIPMENT OPERATI	
					2.03	104410.745	Streets STREET IMPROVEME	
					1.00	104510.250	Parks EQUIPMENT OPERATIN	
					14.23	516340.250	O&M EQUIPMENT OPERATIN	
					1.02	516340.450	O&M SYSTEMS MAINTENANC	
					5.08	536310.250	Irrigation EQUIPMENT OPERA	
					1.02	536310.450	Irrigation WATER MAIN REPAIR	
					5.08	556350.250	Drainage EQUIPMENT OPERA	
					1.02	556350.440	Drainage NEW SERVICES	
3520455978	UniFirst Corporation		1/29/2019	2/15/2019	$50.82			
					1.02	104160.250	Bldg EQUIPMENT OPERATING	
					1.02	104160.270	Bldg B&G OPERATION AND M	
					6.10	104240.250	Inspect EQUIPMENT OPERATI	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					12.20	104410.250	Streets EQUIPMENT OPERATI	
					2.03	104410.745	Streets STREET IMPROVEME	
					1.00	104510.250	Parks EQUIPMENT OPERATIN	
					14.23	516340.250	O&M EQUIPMENT OPERATIN	
					1.02	516340.450	O&M SYSTEMS MAINTENANC	
					5.08	536310.250	Irrigation EQUIPMENT OPERA	
					1.02	536310.450	Irrigation WATER MAIN REPAIR	
					5.08	556350.250	Drainage EQUIPMENT OPERA	
					1.02	556350.440	Drainage NEW SERVICES	
	Vendor Total:				**$152.46**			
1087	Unlimited Auto & Diesel Repair	45236	1/18/2019	1/30/2019	$90.00			
					90.00	104240.450	Inspect VEHICLE MAINTENAN	2015 Chevy tire sensor repair
1572345	UTAH LOCAL GOVERNMENT TRUST		1/28/2019	2/10/2019	$1,175.32			
					1,175.32	101563	ULGT Life Insurance Clearing	Life insurance
1572346	UTAH LOCAL GOVERNMENT TRUST		1/28/2019	2/10/2019	$1,427.45			
					1,427.45	101564	Workers Comp Clearing	Workers comp
	Vendor Total:				**$2,602.77**			
PR011819-501	UTAH RETIREMENT SYSTEMS	01232019	1/23/2019	1/23/2019	$8,353.82			
					458.74	102223	Retirement Payable	401k
					7,777.08	102223	Retirement Payable	Retirement
					118.00	102223	Retirement Payable	401K Loan
PR011819-449	Utah State Tax Commission		1/23/2019	1/23/2019	$1,679.33			
					1,679.33	102222	State Witholding	State Income Tax
9822212576	VERIZON WIRELESS		1/28/2019	2/10/2019	$1,003.43			
					130.59	104140.290	Admin TELEPHONE/COMMUNI	telephone, data cards
					308.70	104210.290	Police TELEPHONE	
					202.69	104230.290	Victims TELEPHONE	
					260.07	516660.290	Admin TELEPHONE & COMMU	telephone, data cards
					25.35	536310.290	Irrigation TELEPHONE & COM	telephone, data cards
					76.03	556350.290	Drainage TELEPHONE & COM	telephone, data cards
12312018	WASHINGTON COUNTY TREASURER	45218	1/18/2019	12/31/2018	$1,390.00			
					1,390.00	103801.4	Impact fees - HCP	4th quarter 2018
12128	WCWCD	45237	1/14/2019	1/30/2019	$2,896.73			
					2,896.73	516660.410	Admin PRODUCT OR SERVIC	Dec. 2018 water development surcharge fees
12135	WCWCD	45237	1/14/2019	1/30/2019	$6,743.70			
					6,743.70	516660.440	Admin CONNECTION COSTS	Residential connections Dec. 2018
	Vendor Total:				**$9,640.43**			
011619	ZION OUTBACK SAFARIS, INC.	45238	1/28/2019	1/16/2019	$45.00			
					45.00	103210	Business License	Refund business license- no longer in the city
010219	ZIONS FIRST NATIONAL BANK CC		1/14/2019	1/20/2019	$71.74			
					71.74	104410.745	Streets STREET IMPROVEME	supplies
011019	ZIONS FIRST NATIONAL BANK CC		1/28/2019	2/10/2019	$129.27			
					90.49	104210.290	Police TELEPHONE	Phone
					38.78	104230.290	Victims TELEPHONE	Phone
011419	ZIONS FIRST NATIONAL BANK CC		1/18/2019	2/10/2019	$78.16			
					78.16	516340.450	O&M SYSTEMS MAINTENANC	Rock for water repair

La Verkin City
Invoice Register - 1/11/2019 to 1/31/2019 - All Invoices

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
12042018	ZIONS FIRST NATIONAL BANK CC	1182019	1/24/2019	1/10/2019	$134.00			
					134.00	104210.230	Police TRAVEL & TRAINING	VRBO for training- Hendry, Goulding in SLC
12192018	ZIONS FIRST NATIONAL BANK CC	1182019	1/24/2019	1/10/2001	$20.00			
					20.00	104253.610	Animal MISC SUPPLIES	Volunteers
	Vendor Total:				**$433.17**			
122618	ZIONS FIRST NATIONAL BANK.	4	1/16/2019	12/26/2018	($525.00)			
					-525.00	301580	Zions Bank Clearing account	Scheduled cash deposit
12262018	ZIONS FIRST NATIONAL BANK.	23	1/16/2019	12/26/2018	($13,231.26)			
					-13,231.26	304410.810	Principal payment S2000	Scheduled cash deposit
PR010419-234	ZIONS FIRST NATIONAL BANK.	1092020	1/11/2019	1/11/2019	$18.60			
					18.60	102221	FICA & FWT Witholding	Social Security Tax
PR011819-234	ZIONS FIRST NATIONAL BANK.	01232019	1/23/2019	1/23/2019	$8,065.48			
					4,719.14	102221	FICA & FWT Witholding	Social Security Tax
					1,103.64	102221	FICA & FWT Witholding	Medicare Tax
					2,242.70	102221	FICA & FWT Witholding	Federal Income Tax
	Vendor Total:				**($5,672.18)**			
			Total:		**$62,944.85**			

GL Account Summary

21,826.94	101562	PEHP/AFLAC Insurance Clearin
1,175.32	101563	ULGT Life Insurance Clearing
1,427.45	101564	Workers Comp Clearing
8,084.08	102221	FICA & FWT Witholding
1,679.33	102222	State Witholding
8,353.82	102223	Retirement Payable
329.92	102224	Health Savings Acoount
58.90	102225	Misc Payable
200.00	102331	Building/Park Rental deposit
45.00	103210	Business License
327.62	103221	Building Permits
1,390.00	103801.4	Impact fees - HCP
21.00	104111.250	Council EQUIPMENT OPERATI
45.63	104140.220	Admin PUBLIC NOTICES
273.34	104140.230	Admin TRAVEL & TRAINING
161.18	104140.240	Admin OFFICE EXPENSE, SUP
1,235.27	104140.280	Admin UTILITIES
130.59	104140.290	Admin TELEPHONE/COMMUNI
223.98	104140.310	Admin ATTORNEY/IN HOUSE
740.54	104140.315	Admin COMPUTER EQUIPME
31.78	104140.610	Admin MISCELLANEOUS SER
202.73	104160.250	Bldg EQUIPMENT OPERATING
77.74	104160.270	Bldg B&G OPERATION AND M
2.50	104210.130	Police EMPLOYEE BENEFITS
134.00	104210.230	Police TRAVEL & TRAINING
117.60	104210.240	Police OFFICE EXPENSE, SUP
1,098.93	104210.250	Police EQUIPMENT OPERATIN
367.32	104210.280	Police UTLITIES
399.19	104210.290	Police TELEPHONE
21.00	104210.315	Police COMPUTER EQUIPMEN
347.40	104210.450	Police VEHICLE MAINTANCE
2.50	104230.130	Victims EMPLOYEE BENEFITS
67.95	104230.240	Vicims OFFICE EXPENSE, SU
241.47	104230.290	Victims TELEPHONE

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					121.48	104230.300	Victims FUEL	
					21.00	104230.315	Victims COMPUTER EQUIPME	
					56.14	104230.450	Victims VEHICLE MAINTENAN	
					316.48	104240.250	Inspect EQUIPMENT OPERATI	
					121.64	104240.450	Inspect VEHICLE MAINTENAN	
					33.71	104253.250	Animal EQUIPMENT OPERATI	
					238.64	104253.280	Animal UTILITIES	
					20.00	104253.610	Animal MISC SUPPLIES	
					632.95	104410.250	Streets EQUIPMENT OPERATI	
					2,389.44	104410.280	Streets UTILITIES	
					31.65	104410.450	Streets VEHICLE MAINTENAN	
					420.97	104410.745	Streets STREET IMPROVEME	
					69.73	104510.250	Parks EQUIPMENT OPERATIN	
					368.28	104510.280	Parks UTILITIES	
					15.82	104510.450	Parks VEHICLE MAINTENANC	
					66.45	104510.480	Parks RAP Tax	
					3,131.67	104540.610	Rec MISCELLANEOUS EXPEN	
					210.00	104620.610	Comm COMMUNITY DEVELOP	
					59,108.07		**Total**	
					-525.00	301580	Zions Bank Clearing account	
					-13,231.26	304410.810	Principal payment S2000	
					-13,756.26		**Total**	
					272.29	511311	Accounts Receivable	
					2,407.54	512330	Turn on Fee/Renter Deposit	
					779.46	516340.250	O&M EQUIPMENT OPERATIN	
					348.66	516340.280	O&M UTILITIES	
					100.00	516340.420	O&M PURIFICATION AND TRE	
					1,856.11	516340.450	O&M SYSTEMS MAINTENANC	
					13.00	516660.130	Admin EMPLOYEE BENEFITS	
					234.07	516660.240	Admin OFFICE EXPENSE, SUP	
					161.70	516660.280	Admin UTILITIES	
					260.07	516660.290	Admin TELEPHONE & COMMU	
					260.48	516660.315	Admin SOFTWARE OR INFOR	
					2,992.07	516660.410	Admin PRODUCT OR SERVIC	
					6,743.70	516660.440	Admin CONNECTION COSTS	
					16,429.15		**Total**	
					18.92	536310.240	Irrigation OFFICE EXPENSE, S	
					356.26	536310.250	Irrigation EQUIPMENT OPERA	
					25.35	536310.290	Irrigation TELEPHONE & COM	
					14.70	536310.430	Irrigation SOLID WASTE EXPE	
					161.62	536310.450	Irrigation WATER MAIN REPAIR	
					576.85		**Total**	
					73.25	556350.240	Drainage OFFICE EXPENSE, S	
					307.83	556350.250	Drainage EQUIPMENT OPERA	
					76.03	556350.290	Drainage TELEPHONE & COM	
					77.18	556350.315	Drainage SOFTWARE & COMP	
					52.75	556350.440	Drainage NEW SERVICES	
					587.04		**Total**	
					$62,944.85		**GL Account Summary Total**	

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Agreement ("this Agreement") is made and entered into this _____ day of _____, 2019, by and between the **CITY OF LaVERKIN, UTAH**, a municipal corporation (hereinafter called "City"), and **KYLE GUBLER** (hereinafter called "Employee"), an individual who has the education, training and experience in personnel management, and the laws and procedures relative to municipal administration and code enforcement.

City Admin K - Draft 2019a

Recitals

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

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

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

Terms and Conditions

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

Section 1: Term

A. The term of this Agreement shall be for a period of two (2) years, running from **February 1, 2019, until January 31, 2021**, unless terminated earlier in accordance with the terms and provisions of Section 10 hereof.

B. Employee may and is hereby authorized to continue to serve and be compensated as the City Administrator, as an exempt "at will" employee (without contract), after January 31, 2021, until (a) a new employment agreement with Employee is entered into; (b) a duly-appointed replacement has been hired to serve (and is ready to commence service) as City Administrator; or (c) upon thirty days' notice to Employee, the City Council requests that Employee's services as City Administrator terminate or (2) determines to discontinue or suspend the filling of the position of City Administrator.

C. All compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of this Agreement (and any extension of service under Subsection B above) or until the earlier termination hereof pursuant to the terms and conditions of Section 10.

Section 2: Duties and Authority

2.1 Defined Duties.

2.1.1 City agrees to employ Employee as full-time **City Administrator** to perform the duties, functions and responsibilities specified, set forth, or otherwise identified for the position of City Administrator as set forth in Subsection D of Section 1-6-1 and Article A of Chapter 6 of Title 1 of the *LaVerkin City Code* Title 1, Chapter 6, Section 8, of the *LaVerkin City Code*; the *Personnel Policy and Procedures Manual for the City of LaVerkin*; and the *Utah Code Annotated* [as currently adopted and as hereafter amended]. A sampling of the duties, functions and responsibilities, as currently adopted and set forth at Section 1-6A-4 of the *LaVerkin City Code* is attached hereto at **Exhibit A**.

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

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

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

City Admin - Draft 2.5.19

Section 3: Contract and Employer's Policies:

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

Section 4: Compensation:

City agrees to pay Employee at the rate of not less than **Seventy-five Thousand Sixty-two and no/100 Dollars ($75,062.00)**, plus cost-of-living increases and bonuses as the same may, from time to time, be approved by the City Council for other City employees. This salary compensation is contemplated by the parties to be Employee's annual rate of pay from Employer during the term of this Agreement and will be paid to Employee in twenty-six (26) bi-weekly installments throughout each year of this Agreement. Notwithstanding, City may, during the term of this Agreement and upon the favorable performance review of Employee by City, increase the salary of Employee. It is understood that such pay includes any compensation for any other City duty and/or compensated position that he may hold.

Section 5: Health, Disability and Life Insurance Benefits

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

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

6.1 Vacation. Employee shall accrue and be credited with fifteen (15) days of annual vacation. Employee agrees to plan his vacation around the needs of City, in consultation with the Mayor.

6.2 Sick Leave. Employee shall accrue sick leave equal to the highest annual accrual provided to all other employees pursuant to the *Personnel Policy and Procedures Manual for the City of LaVerkin.*

City Admin K Draft 9-9a

6.3 Holidays. Employee shall receive paid time off for all state and federal holidays as provided to all other employees pursuant to the *Personnel Policy and Procedures Manual for the City of LaVerkin.* Notwithstanding Employee's right to paid time off for state and federal holidays, there may be occasions when Employee may be required to work on a holiday; in such case, Employee shall be entitled to an equal amount of time off on another day.

Section 7: Retirement

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

Section 8: No Reduction of Benefits:

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

Section 9: General Official Expenses

9.1 Professional Dues. City, subject to the approval and discretion of the Mayor and City Council, agrees to budget for and to pay for professional dues and subscriptions of Employee for such participation in national, regional, state, and/or local associations and organizations as may be deemed necessary and desirable for (a) Employee's continued professional participation, growth, and advancement, and (b) the good of the City.

9.2 Travel Expenses – Official Duties. City, subject to the approval and discretion of the Mayor and City Council, agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for the City.

9.3 Travel Expenses – Continuing Education. City, subject to the approval and discretion of the Mayor and City Council, agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and continuing educational requirements and for the good of the City.

City Version - Draft 2019a

9.4 Mileage Expenses. City agrees to reimburse Employee for all automobile mileage incurred when using his or her own vehicle while conducting and traveling to and from official City business. Mileage reimbursement shall be administered in accordance with the *Personnel Policy and Procedures Manual for the City of LaVerkin*. Employee understands that he will not be reimbursed for the mileage equivalent of his daily commute to and from work.

Section 10: Termination

This Agreement and Employee's services hereunder are terminated:

10.1 Expiration of Agreement. By expiration of this Agreement.

10.2. Resignation from Office.

10.2.1 Voluntary. By resignation of and by Employee, as City Administrator, upon not less than thirty (30) days' written notice to the Mayor and City Council (unless otherwise agreed to by the parties).

10.2.2 Involuntary. By resignation of and by Employee following a formal or informal suggestion and offer by City (on behalf of and with the support of a majority of the City Council) that Employee resign and that his resignation would be accepted if tendered [in which case, Employee may declare a termination as of the date of the suggestion and "offer"].

10.3 Mutual Agreement. By mutual written agreement of Employee and City to terminate this Agreement and Employee's services hereunder.

10.4 Vote of the City Council. By vote of the City Council, at a duly authorized public meeting, at any time during the term of this Agreement, to dismiss, remove or otherwise terminate the services of the City Administrator, as provided in Section 1-6A-5 of the *LaVerkin City Code*, *viz.*:

10.4.1 By the Mayor with the concurring vote of a majority of the City Council; or

10.4.2 By the City Council, with or without the concurring vote of the Mayor.

City Admin K - Draft 2019a

10.5 Reduction in Salary. If City reduces the base salary, compensation or any other financial benefit of Employee, except as provided in Section 8 hereinabove [in which case, Employee may declare a termination as of the effective date of said reduction].

10.6 Breach of Contract by City. If, after providing City with a written thirty-day notice to cure, a breach or default of a significant term or provision of this Agreement remains and is declared (by Employee) to be in existence and uncured.

10.7 Breach of Duty or Other Acts. If the City declares a termination of this Agreement and Employee's services hereunder, ***for cause***, arising from but not limited to the following: a willful breach of duty or habitual neglect of duty by Employee (including malfeasance, misfeasance, and/or nonfeasance); Employee's failure to cure his or her breach and/or default breach of a significant term or condition of this Agreement (after having been provided a written thirty-day notice to cure and a period of not less than thirty days in which to cure such breach and/or default); Employee's conviction or plea of guilty or nolo contendere for a crime of moral turpitude; Employee's failure to maintain good standing and any certifications and/or qualifications necessary to serve or continue serving as City Administrator under federal, state or local law, ordinance, regulation, and/or policy; and/or any conduct or condition of Employee that renders impossible or impractical his or her ability to properly and adequately perform his or her duties hereunder.

Section 11: Severance

11.1 In the event of a termination of this Agreement under Sections 10.1, 10.2.1, or 10.7 above, and except as specifically agreed to by the parties in the event of a termination under Section 10.3, City shall have no obligation to pay any severance pay to the City Administrator. He or she shall only be entitled to receive such earned pay and allowances as that of other employees of the City who are ending their employment with the City, including but not limited to any unpaid wages and accrued and unused vacation leave.

11.2 In the event that this Agreement is otherwise terminated by the City, the City shall provide at least five days' notice of said termination (before such is effective) and shall then pay to Employee a lump-sum payment equal to one (1) month's salary for each full year of service as City Administrator for LaVerkin City, up to a maximum sum total of three (3) months' salary, plus accrued and unpaid pay and benefits.

City Domain Draft

Section 12: Resignation

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

Section 13: Performance Evaluation

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

Section 14: Status of Employment and Hours of Work

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

Section 15: Other Terms and Conditions of Employment

15.1 City, upon agreement with Employee, shall fix any such other terms and conditions of employment (as it may determine from time to time) relating to the performance of the Employee—provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the *LaVerkin City Code*, the *Utah Code*, or any other law.

15.2 It is expressly understood and agreed that Employee shall observe and be bound by all federal, state and local laws, ordinances, regulations, policies and procedures regarding the performance of his or her duties as the City Administrator; and such federal, state and local laws, ordinances, regulations, policies and procedures are hereby incorporated herein as though fully set forth.

City Admin K Draft 2019

15.3 City shall provide Employee with all available information, access to state and local laws and ordinances, and such office furniture and equipment and investigative tools (including the assistance of City employees) as are necessary and/or desirable, as will assist Employee in the performance of his or her duties hereunder in a timely manner.

Section 16: Notices:

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

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

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

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

Section 17: General Provisions

17.1 Integration. This Agreement sets forth and establishes the entire understanding between City and Employee relating to the employment of Employee by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

17.2 Binding Effect. This Agreement shall be binding upon City and Employee, as well as their heirs, assigns, executors, personal representatives and successors in interest.

17.3 Effective Date. This Agreement shall become effective February 1, 2019.

City Admin K Draft 2019a

17.4 Severability. The invalidity or partial invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

17.5 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah and venue for any legal or arbitral proceedings shall be Washington County, Utah.

17.6 Titles. The titles of each section and sub-section of this Agreement are of no legal effect and are intended for organizational purposes only.

Executed this _____ day of _____, 2019.

LaVERKIN CITY, UTAH
By:

_____
Richard M. Hirschi, Mayor

_____
Kyle Gubler, Employee

Attest:

_____
Christy Ballard, City Recorder

City Admin K - Draft 2019a

Exhibit A

Summary of Powers, Duties, Functions, and Responsibilities, as of January 2019, as set forth in Section 1-6A-4 of *The LaVerkin City Code*

1-6A-4. POWERS, DUTIES, FUNCTIONS, AND RESPONSIBILITIES

In addition to any powers, duties, functions, and responsibilities set forth or referenced in other provisions of this Code, other ordinances and resolutions of the City Council, and the City's personnel policies for the positions variously described or entitled City Administrator, City Manager, Manager, and Full-Time Chief Administrative Officer (*see* Subsection B of Section 1-6-1), the City Administrator shall have and exercise the following powers, duties, functions, and responsibilities:

A. **Discharge the duties of City Administrator with fidelity.**

B. **Timely communicate and work with the Mayor and City Council.**

1. Attend meetings and hearings of the City Council and Planning Commission.

2. Consult with and keep the Mayor informed regarding the day-to-day operations of the City and its various divisions.

3. Coordinate with and work under the direction of the Mayor and the City Council.

4. Represent and defend the decisions of the Mayor and Council, and keep the Mayor and Council informed of all important decisions and activities affecting the City.

5. Advise the Mayor and City Council on matters of policy, procedure and business requiring the awareness or approval of the Mayor and Council.

6. Promptly and efficiently carry out assignments from the Mayor and/or City Council.

C. **Administrative Duties:**

1. Oversee and provide guidance for the day-to-day operations of the City and its various divisions.

2. Work and coordinate with the Division Directors, City Attorney, City Recorder, and City Treasurer.

    a. Oversee the work of the employees of the City through their respective directors.

b. Oversee the proper use, care, preservation and accountability of and for all machinery, tools, appliances and property (real, fixed, and personal) belonging to the City.

3. Hold Staff meetings with Division Directors and City Attorney (and City Recorder and/or City Treasurer, as needed) to coordinate and provide overall direction to City affairs.

4. Be and remain informed of the activities, functions, and manpower and resource needs of all City commissions, boards, committees, agencies, divisions and departments.

D. **Personnel:**

1. Mentor and provide first-line job-related direction and assistance to the Division Directors, City Recorder, and City Treasurer; and ensure that they receive appropriate technical, managerial, and/or professional training and development opportunities.

2. In consultation with the Mayor, ensure that the City Attorney receives appropriate technical and professional training and development opportunities.

3. Meet with Division Directors on no less than a quarterly basis, to discuss goals, progress, and deficiencies, with respect to each director's area of responsibility.

4. Evaluate the Division Directors; senior-rate City employees within the various City Divisions (with the exception of the City Recorder and City Treasurer); and provide input to the Mayor regarding the performance of the City Recorder and City Treasurer.

5. In coordination with and subject to the advice and consent of the Mayor, make and be responsible for decisions relating to the advancement, dismissal, suspension, demotion, hiring, transfer, wage increases, leaves of absence, travel, and job training of part-time and full-time non-exempt City employees below the levels of Division Director (other than the City Recorder and City Treasurer).

6. Approve or disapprove requests by Division Directors for the hiring, firing, or laying off of part-time personnel of the City.

7. With the input of the Mayor, Council, and Staff, prepare job descriptions for each position within the City, as well as appropriate salary ranges for each.

E. **Planning:**

1. Serve as City Planning Administrator for the City, providing administrative support and planning-related advice, as needed, to City Staff, the City Council, and the Planning Commission.

2. Assist the Mayor and City Council in formulating and developing a long-range plan and supporting budget for the City.

F. **Fiscal:**

1. In accordance with the guidelines approved by the City Council and Mayor, develop and submit to the City Council a proposed budget for the City no later than the first meeting of May of each fiscal year.

2. Monitor revenues and expenditures of the City to ensure that actual expenditures do not exceed approved budgets and expenditures are appropriately reduced if actual revenues collected are less than budgeted revenues; and report, on a monthly basis, the status of City budgets and cost-effective measures implemented, if any.

G. **Purchasing:**

Function as the City's purchasing agent, the duties of which shall include but not be limited to: (a) receiving purchase requisitions from Division Directors; (b) determining, through solicitation of bids by telephone or through formal bid procedure as required by law, vendors offering the best price; (c) checking current budget status to determine availability of funds for each purchase; (d) completing purchase requisitions and forward to data processing for preparation of purchase order and entry in computer; and (e) maintaining records and catalogues on various vendors along with updated price lists.

CITY ATTORNEY EMPLOYMENT AGREEMENT

This Agreement ("this Agreement") is made and entered into this _____ day of _____, 2019, by and between the **CITY OF LaVERKIN, UTAH**, a municipal corporation (hereinafter called "City"), and **KEVIN R. BENNETT** (hereinafter called "Attorney"), an individual who has the education, training and experience in the laws and procedures relative to municipal law, enforcement and administration.

Recitals

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

WHEREAS, Attorney desires to continue serving as the full-time City Attorney for the City of LaVerkin, Utah, and represents that he has the requisite skill and experience necessary to timely and professionally perform all duties and responsibilities of the position of the City Attorney for the City of LaVerkin, as set forth or otherwise identified in Sections 1-6-1 and 1-6-8 of Title 6, Chapter 1, of the *LaVerkin City Code*; and

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

Terms and Conditions

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

Section 1: Term

A. The term of this Agreement shall be for a period of one (1) year, running from **February 1, 2019, until January 31, 2021**, unless terminated earlier in accordance with the terms and provisions of Section 10 hereof.

B. Attorney may and is hereby authorized to continue to serve and be compensated as the City Attorney, as an exempt "at will" employee (without contract), after January 31, 2021, until (a) a new employment agreement with Attorney is entered into; (b) a duly-appointed replacement has been hired to serve (and is ready to commence service) as City Attorney; or (c) upon thirty days' notice to Attorney, the City Council (1) requests that Attorney's services as City Attorney terminate or (2) determines to discontinue or suspend the filling of the position of City Attorney.

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C. All compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of this Agreement (and any extension of service under Subsection B above) or until the earlier termination hereof pursuant to the terms and conditions of Section 10.

Section 2: Duties, Responsibilities, and Authority

2.1 Defined Duties.

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

2.1.1 Regardless of whether such duties are specifically identified and/or set forth in the aforementioned codes, Attorney hereby agrees to perform the following services for the City:

2.1.1.1 Serve and be known as the **LaVerkin City Attorney** and be available, upon request, for consultation and other legal services in City legal matters (civil and/or criminal).

2.1.1.2 Attend regular and special sessions of the City Council, Planning Commission, and Board of Adjustment, and such other or special meetings as requested by the Mayor, City Council, City Administrator, or City Recorder of the City, as available.

2.1.1.3 Conduct legal and procedural research as needed; advise and counsel City officials, staff, and employees, and attorneys (insurer's, contract or in-house) on civil/criminal legal matters affecting or pertaining to the City, both orally and in writing; and coordinate with and assist, as required, claims adjusters, administrators, employees, and legal counsel of City's insurer, on matters relating to City.

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(see next page)

2.1.1.4 Zealously and promptly investigate and prosecute—or supervise and/or coordinate the investigation and prosecution of—routine civil/criminal violations of City ordinances and state laws within the jurisdiction of the Fifth Judicial District, prepare necessary notices and legal correspondence during and preliminary thereto, and negotiate good faith settlements thereof for and on behalf of City. Routine civil litigation shall include *but not be limited to* such matters as nuisance abatement enforcement, actions to establish liens in favor of the City, and suits to civilly enforce and collect on "bad checks" and unpaid business licenses, utilities, and cemetery lots, grave openings, and perpetual care.

2.1.1.5 Consistent with Attorney's background, experience, and time limitations, coordinate and represent (or supervise the representation of) the City in **all other civil/criminal matters/ litigation**--before local, county, state, and federal courts, boards, committees, and commissions--as requested by the Mayor, City Council, or City Administrator thereof; provided, that Attorney may, with the consent and advice of the Mayor and City Council, consult with and/or hire--at City expense--outside legal counsel for the provision of criminal prosecution services, for/on legal matters necessitating specialized legal knowledge, or where Attorney is precluded from providing services because of a conflict of interest, state or federal law, or a rule of professional conduct that governs or mandates Attorney's professional and ethical conduct.

2.1.1.6 Prepare and/or review ordinances, resolutions, policies, contracts, agreements, releases, correspondence, and other legal documentation, as desired and/or requested by City or otherwise required to properly represent and assist the City.

2.1.1.7 Conduct legal and parliamentary training for City officials, divisions, City staff, and employees, as requested by the City; serve, as called upon, as an Ethics Advisor for City and its officials, staff and employees, rendering instruction and advice thereon as needed; serve as the City's labor/personnel lawyer, and (except where disallowed due to a conflict of interest) render advice and represent the City in grievance and removal matters prior to suit.

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2.1.1.8 Render advice--regarding garnishments against City employees and collection matters of and against debtors of City--to City officials and employees with responsibility over City's payroll or accounts receivable, upon request.

2.1.1.9 Maintain a current working knowledge of municipal civil and criminal law and procedure, ethics, and evidence.

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

2.2 Bar Certification. Attorney shall be responsible to maintain and provide (to City, upon request) verification of certification by the Utah State Bar as a member of in good standing.

2.3 Supervision of External Legal Services. Attorney is responsible to coordinate and supervise all civil and criminal cases handled by contract legal counsel.

2.4 Exclusive Employment with City. Attorney shall devote his time and efforts exclusively to the position of City Attorney. During the term of this Agreement, Attorney agrees not to undertake any other employment or consulting which is or may be perceived to be incompatible with his duties hereunder (without the Mayor's written approval), unless otherwise required under State or Federal law, such as military service.

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

Section 3: Contract and Employer's Policies:

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

City Atty Draft 2018

(see next page)

Section 4: Compensation:

City agrees to pay Attorney at the rate of not less than **Eighty-six Thousand One Hundred Thirty-two and 80/100 Dollars ($86,132.80)**, plus cost-of-living increases and bonuses as the same may, from time to time, be approved by the City Council for other City employees. This salary compensation is contemplated by the parties to be Attorney's annual rate of pay from City during the term of this Agreement and will be paid to Attorney in twenty-six (26) bi-weekly installments throughout each year of this Agreement. Notwithstanding, City may, during the term of this Agreement and upon the favorable performance review of Attorney by City, increase the salary of Attorney.

Section 5: Health, Disability and Life Insurance Benefits

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

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

6.1 Vacation. Attorney shall accrue and be credited with fifteen (15) days of annual vacation. Attorney agrees to plan his vacation around the needs of City, in consultation with the Mayor (or City Administrator, on the Mayor's behalf).

6.2 Sick Leave. Attorney shall accrue sick leave equal to the highest annual accrual provided to all other employees pursuant to the *Personnel Policy and Procedures Manual for the City of LaVerkin.*

6.3 Holidays. Attorney shall receive paid time off for all state and federal holidays as provided to all other employees pursuant to the *Personnel Policy and Procedures Manual for the City of LaVerkin.* Notwithstanding Attorney's right to paid time off for state and federal holidays, there may be occasions when Attorney may be required to work on a holiday; in such case, Attorney shall be entitled to an equal amount of time off on another day.

Section 7: Retirement

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

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Section 8: No Reduction of Benefits:

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

Section 9: General Official Expenses

9.1 Professional Dues. City, subject to the approval and discretion of the Mayor and City Council, agrees to budget for and to pay for professional dues and subscriptions of Attorney for such participation in national, regional, state, and/or local associations and organizations as may be deemed necessary and desirable for (a) Attorney's continued professional participation, growth, and advancement, and (b) the good of the City.

9.2 Travel Expenses – Official Duties. City, subject to the approval and discretion of the Mayor and City Council, agrees to budget and pay for travel and subsistence expenses of Attorney for professional and official travel, meetings, and occasions to adequately continue the professional development of Attorney and to pursue necessary official functions for the City.

9.3 Travel Expenses – Continuing Education. City, subject to the approval and discretion of the Mayor and City Council, agrees to budget and pay for travel and subsistence expenses of Attorney for short courses, institutes, and seminars that are necessary for Attorney's professional development and continuing educational requirements and for the good of the City.

9.4 Mileage Expenses. City agrees to reimburse Attorney for all automobile mileage incurred when using his own vehicle while conducting and traveling to and from official City business. Mileage reimbursement shall be administered in accordance with the *Personnel Policy and Procedures Manual for the City of LaVerkin*. Attorney understands that he will not be reimbursed for the mileage equivalent of his daily commute to and from work.

Section 10: Termination

This Agreement and Attorney's services hereunder are terminated:

10.1 Expiration of Agreement. By expiration of this Agreement.

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10.2. Resignation from Office.

10.2.1 Voluntary. By resignation of and by Attorney, as City Attorney, upon not less than thirty (30) days' written notice to the Mayor and City Council (unless otherwise agreed to by the parties).

10.2.2 Involuntary. By resignation of and by Attorney following a formal or informal suggestion and offer by City (on behalf of and with the support of a majority of the City Council) that Attorney resign and that his resignation would be accepted if tendered [in which case, Attorney may declare a termination as of the date of the suggestion and "offer"].

10.3 Mutual Agreement. By mutual written agreement of Attorney and City to terminate this Agreement and Attorney's services hereunder.

10.4 Vote of the City Council. By vote of the City Council, at a duly authorized public meeting, at any time during the term of this Agreement, to dismiss, remove or otherwise terminate the services of the City Attorney, *viz.*:

10.4.1 By the Mayor with the concurring vote of a majority of the City Council; or

10.4.2 By the City Council, with or without the concurring vote of the Mayor.

10.5 Reduction in Salary. If City reduces the base salary, compensation or any other financial benefit of Attorney, unless it is applied in no greater percentage than the average reduction of all exempt-service director-level Attorneys of the City [in which case, Attorney may declare a termination as of the effective date of said reduction].

10.6 Breach of Contract by City. If, after providing City with a written thirty-day notice to cure, a breach or default of a significant term or provision of this Agreement remains and is declared (by Attorney) to be in existence and uncured.

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(see next page)

10.7 Breach of Duty or Other Acts. If the City declares a termination of this Agreement and Attorney's services hereunder, ***for cause***, arising from but not limited to the following: a willful breach of duty or habitual neglect of duty by Attorney (including malfeasance, misfeasance, and/or nonfeasance); Attorney's failure to cure his breach and/or default breach of a significant term or condition of this Agreement (after having been provided a written thirty-day notice to cure and a period of not less than thirty days in which to cure such breach and/or default); Attorney's conviction or plea of guilty or nolo contendere for a crime of moral turpitude; Attorney's failure to maintain good standing and any certifications and/or qualifications necessary to serve or continue serving as City Attorney under federal, state or local law, ordinance, regulation, and/or policy; and/or any conduct or condition of Attorney that renders impossible or impractical his ability to properly and adequately perform his duties hereunder.

Section 11: Severance

11.1 In the event of a termination of this Agreement under Sections 10.1, 10.2.1, or 10.7 above, and except as specifically agreed to by the parties in the event of a termination under Section 10.3, City shall have no obligation to pay any severance pay to the City Attorney. He shall only be entitled to receive such earned pay and allowances as that of other employees of the City who are ending their employment with the City, including but not limited to any unpaid wages and accrued and unused vacation leave.

11.2 In the event that this Agreement is otherwise terminated by the City, the City shall provide at least five days' notice of said termination (before such is effective) and shall then pay to Employee a lump-sum payment equal to one (1) month's salary for each full year of service as City Attorney for LaVerkin City, up to a maximum sum total of three (3) months' salary, plus accrued and unpaid pay and benefits.

Section 12: Resignation

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

(see next page)

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Section 13: Performance Evaluation

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

Section 14: Status of Employment and Hours of Work

Attorney is and shall be treated as an exempt-service employee (under FLSA and other federal, state, and local laws), and therefore does not qualify and is not entitled to receive overtime compensation or compensatory time off. Attorney is a full-time employee of the City and is expected to (a) work an average of at least thirty-four (34) hours per week (Monday through Thursday) and (b) to continue to have Fridays off (in lieu of past pay increases), *provided that* he may be required to work part or all of some Fridays where necessity or the needs of the City may require. It is recognized that, due to the nature of the job of City Attorney, Attorney may be required to devote a significant amount of time outside normal office hours on City business for City. Attorney accepts and understands this fact and agrees to devote the time necessary to fulfill his duties as City Attorney within the compensation structure discussed above.

Section 15: Other Terms and Conditions of Employment

15.1 City, upon agreement with Attorney, shall fix any such other terms and conditions of employment (as it may determine from time to time) relating to the performance of the Attorney—provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the *LaVerkin City Code*, the *Utah Code*, or any other law.

15.2 It is expressly understood and agreed that Attorney shall observe and be bound by all federal, state and local laws, ordinances, regulations, policies and procedures (including those promulgated and regulated by the Utah Supreme Court and the Utah State Bar) regarding the performance of his duties as an attorney and as the City Attorney; and such federal, state and local laws, ordinances, regulations, policies and procedures are hereby incorporated herein as though fully set forth.

15.3 City shall provide Attorney with all available information, access to state and local laws and ordinances, and such office furniture and equipment and investigative tools (including the assistance of City employees) as are necessary and/or desirable, as will assist Attorney in the performance of his duties hereunder in a timely manner.

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Section 16: Notices:

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

CITY/EMPLOYER: **LaVerkin City**
City Offices
435 North Main
LaVerkin, Utah 84745.

ATTORNEY/EMPLOYEE: **Kevin R. Bennett**
Post Office Box 256
LaVerkin, Utah 84745.

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

Section 17: General Provisions

17.1 Integration. This Agreement sets forth and establishes the entire understanding between City and Attorney relating to the employment of Attorney by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

17.2 Binding Effect. This Agreement shall be binding upon City and Attorney, as well as their heirs, assigns, executors, personal representatives and successors in interest.

17.3 Effective Date. This Agreement shall become effective February 1, 2019.

17.4 Severability. The invalidity or partial invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

17.5 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah and venue for any legal or arbitral proceedings shall be Washington County, Utah.

City Atty's Draft 2019a

17.6 Titles. The titles of each section and sub-section of this Agreement are of no legal effect and are intended for organizational purposes only.

Executed this _____ day of _____, 2019.

LaVERKIN CITY, UTAH
By:

_____
Richard M. Hirschi, Mayor

_____
Kevin R. Bennett, Attorney

Attest:

_____
Christy Ballard, City Recorder

City Atty K - Draft 2019a

LaVerkin City

KYLE GUBLER
CITY ADMINISTRATOR

KERRY T. GUBLER
MAYOR

RANDY REEVE
RICHARD HIRSCHI
CHANTELLE BROWNING
KEN HOOTEN
MICAH GUBLER
COUNCIL MEMBERS

DRAFT

Resolution No. R-2019-___

A RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN PARTICIPATING ENTITIES IN THE WASHINGTON COUNTY DRUG TASK FORCE

WHEREAS, LaVerkin City has been invited to participate in and help support a County-wide Drug Task Force (known herein as the "Drug Force TF"); and

WHEREAS, Washington County has prepared a ***Memorandum of Understanding between Participating Entities in the Washington County Drug Task Force*** (known herein as the "Drug Task Force MOU" or "the MOU"), attached as **Exhibit "A"**); and

WHEREAS, having reviewed the MOU, it is the recommendation of the Police Chief and other relevant Staff of the City that the MOU be adopted; and

WHEREAS, it appears that the MOU is or might be governed by the provisions of Title 11, Chapter 13, of the *Utah Code Annotated* (1953, as amended), known as the *Utah Interlocal Cooperation Act (hereinafter referenced as "ICA" or "Act"),* thus possibly requiring that (a) it be set forth in a writing consistent with the requirements with the provisions of the ICA, and (b) any action to approve it be taken by resolution or ordinance of the City Council each City that is a party hereto; and

WHEREAS, the purposes of the MOU are consistent with the purposes and intent of the ICA, as set forth in said Act; and

WHEREAS, having reviewed the same, the City Council reaffirms that it is of the considered opinion and determination that participation in the Drug Force TF provides a greater level of security, safety and protection to—and is in the best interests of—the City of LaVerkin and its residents and businesses, and determines that it is appropriate, proper and in the best interests of the City to authorize the Mayor to sign the MOU.

BE IT THEREFORE RESOLVED that the City Council of the City of LaVerkin hereby (a) **affirms its support** for the County-wide Task Force, and the inclusion of LaVerkin City therein, (b) **accepts the terms of and adopts** the ***Memorandum of Understanding between Participating Entities in the Washington County Drug Task*** (attached hereto as **Exhibit "A"**), and the contents of which are hereby incorporated as though fully set forth herein), and (c) **authorizes and empowers** the Mayor to sign the same on behalf of the City Council.

APPROVED AND SIGNED this _____ day of _____, 2019.

_____
RICHARD M. HIRSCHI, Mayor

ATTEST:

Agreement is approved as to form by:

_____
CHRISTY BALLARD, City Recorder

_____
KEVIN R. BENNETT, City Attorney

Exhibit A

MEMORANDUM OF UNDERSTANDING BETWEEN PARTICIPATING ENTITIES IN THE WASHINGTON COUNTY DRUG TASK FORCE

This is a memorandum of understanding ("MOU") made between those entities participating in the joint law enforcement endeavor known as the Washington County Drug Task Force (the "Task Force"). This MOU sets forth the terms of participation in the Task Force and establishes its mode of operation. The MOU does not create a separate legal entity. This MOU sets forth the rights, duties, and obligations of each participating entity. Each participating entity remains solely responsible for its own employees, expenses, and liabilities.

The purpose of the Task Force is for participating entities to cooperate across jurisdictional boundaries to efficiently investigate and prosecute controlled substance offenses, including the illegal importation, manufacture, use, possession, dispensation, prescription, delivery, and production of controlled substances under state, federal, and local laws. A further purpose is to encourage and promote cooperation and coordination between other agencies and task forces engaged in the investigation of the same and similar offenses.

THEREFORE, the parties mutually agree as follows:

1. Participating Entity. A participating entity is any agency of government that enters into this MOU and contributes a person to work in the Task Force.

2. Executive Committee. The Task Force is administered by an Executive Committee. The Executive Committee is comprised of a representative from each participating entity as follows: the chiefs of police (or their designees) of each participating municipality; the Washington County Sheriff (or designee); and the Washington County

Attorney (or designee). Each member of the Executive Committee shall have one vote plus one additional vote for each full-time Task Force member from each entity.

The Executive Committee's duties include:

a. Reviewing the activities of the Task Force generally.

b. Approving the operational and working details of the Task Force.

c. Appointing a Task Force Unit Commander to supervise the daily operations of the Task Force.

d. Approving Task Force policies and procedures recommended by the Unit Commander.

e. Requesting financial audits as deemed necessary.

f. Conducting program evaluations as needed.

g. Seeking federal and state grant money, as may be appropriate and available.

h. Reviewing and approve appointment of supervisors and staff as needed.

i. Reviewing and approve, budgeting, procurement, audit, and operating policies as needed.

j. Recommending appropriate training.

A majority of the Executive Committee constitutes a quorum. The Executive Committee may take any action by a majority vote of those members present at any meeting where there is a quorum. However, any action voted on by less than a majority of the full Executive Committee will not take effect until the next meeting of the Executive Committee where a quorum is present and where it shall be subject to ratification by a majority of those present.

3. Operational Authority. The Task Force's area of operation encompasses the boundaries of Washington County. The participating entities authorize the Task Force to

conduct investigations within their respective jurisdictional boundaries. However, Task Force officers do not become agents of the participating entity by virtue of the officer's assignment to the Task Force or participation in investigations.

4. Funding. Each participating entity contributing personnel to the Task Force shall bear all costs associated with such personnel including salaries, benefits, and other obligations. The Task Force will seek grants to offset costs of overtime. However, if no, or insufficient, funds are available for overtime costs, each participating entity shall also absorb overtime costs for personnel contributed to the Task Force, pursuant to their respective agency policies. All costs of purchasing or maintaining equipment contributed by a participating entity shall be borne by the contributing participating entity.

5. No Financial Commitment. This MOU does not require any participating entity to make any ongoing financial contribution during any fiscal year.

6. Liability and Indemnification. Each participating entity agrees to indemnify and hold each other participant harmless from any and all claims for property damage, bodily injury, or death arising out of the actions or non-actions of each participant's personnel who function under this MOU as directors, members, or agents of the Task Force.

7. Duration. This MOU shall be in effect for indefinite period of time not to exceed fifty years. However, the Executive Committee may terminate this MOU upon a majority vote of the total membership of the Executive Committee.

8. Withdrawal. Any participating entity may withdraw from this MOU upon 30 days written notice to the Executive Committee. Each participating entity with personnel assigned to the Task Force may self-declare an emergency and thereupon temporarily

withdraw any or all personnel for up to fifteen (15) consecutive days. The withdrawing participating entity shall notify the Executive Committee prior to withdrawal, if possible, otherwise as soon as practical thereafter. Temporary withdrawal of personnel for more than fifteen (15) consecutive days may be allowed upon a majority vote of the Executive Committee.

9. Property Ownership upon Withdrawal. Upon withdrawal from participation, the withdrawing participating entity shall retain ownership of that property which it allowed the Task Force to use.

10. Property Ownership upon Termination. Upon termination of this MOU, any property obtained in common shall be distributed, divided or sold at the discretion of the Executive Committee and the proceeds divided among the participating entities at the time of termination proportionately to the number of officers participating in the Task Force in the most recent fiscal year.

11. New Participating Entities. Other government agencies who share the goals of the Task Force participants who were not originally parties to this MOU may join the Task Force with the approval of the Executive Committee by executing this MOU. The Task Force may offer investigative support or services to any jurisdiction regardless of participant status or provide such assistance as it deems appropriate.

12. Policies and Procedures. Task Force officers shall follow Task Force Operational Policies and Procedures. However, in case of conflict with their own policies and procedures, officers shall be bound by their own department's policies and procedures while assigned to the Task Force. The Task Force shall have no authority to discipline an officer,

except that the Task Force Commander may suspend an officer from the Task Force and make recommendations regarding removal of such officer to the Executive Committee and the participating entity contributing such officer. When an officer is removed, the participating entity contributing the officer shall contribute another officer to the Task Force as soon as reasonable possible.

13. Contracting Authority. The Task Force is not an independent legal entity. However, the parties acknowledge that from time to time circumstances may arise that require the Task Force or the Executive Committee to enter into agreements or contracts in furtherance of the objectives of the Task Force. In such cases, rather than require such agreements to be executed separately by each participating entity, Task Force agreements may be executed by a designated Task Force representative after approval of the Executive Committee.

14. Execution by Counter-parts. The agreement may be executed in counter-parts.

15. Revocation of Prior Agreements. Upon adoption of this MOU, any previous agreements establishing or governing the Task Force are revoked and terminated as of the effective date of this MOU.

16. Effective Date. This MOU will take effect as of March 1, 2019.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto with resolution of their governing bodies as required by law and join and give affect to this MOU:

HURRICANE CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

IVINS CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

SANTA CLARA CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

ST. GEORGE CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

WASHINGTON CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

WASHINGTON COUNTY

by _____
Chair
Washington County Commission

Attest:

_____
County Clerk

Approved as to form & compliance with law:

_____
County Attorney

LA VERKIN CITY

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

TOWN OF SPRINGDALE

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

TOWN OF HILDALE

by _____
Mayor

Attest:

_____
City Recorder

Approved as to form & compliance with law:

_____
City Attorney

DIXIE STATE UNIVERSITY

by _____

Approved as to form & compliance with law:

_____
Counsel for the University

ADULT PROBATION & PAROLE

by _____

Approved as to form & compliance with law:

_____
City Attorney

(relevant excerpts from)

LA VERKIN CITY

MAIN STREET SAFE ROUTES TO SCHOOLS

CONSTRUCTION DRAWINGS

CITY COUNCIL

RICHARD HIRSCHI ---------- MAYOR
RAY JUSTICE ---------- COUNCIL MEMBER
PATRICIA WISE ---------- COUNCIL MEMBER
MICAH GUBLER ---------- COUNCIL MEMBER
RANDY REEVE ---------- COUNCIL MEMBER
KELLY WILSON ---------- COUNCIL MEMBER
KYLE GUBLER ---------- CITY ADMINISTRATOR
DEREK IMLAY ---------- DIRECTOR OF OPERATIONS

APPROVALS

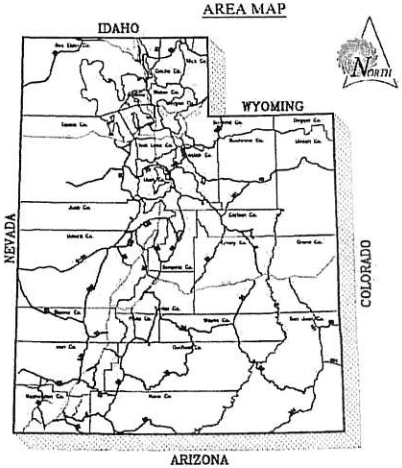
RICHARD HIRSCHI, MAYOR — DATE
CITY OF LA VERKIN

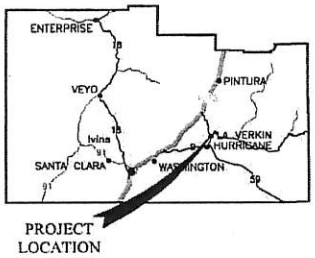
TYLER B. YOUNG, P.E. — DATE
PROJECT ENGINEER

PREPARED BY:

SUNRISE ENGINEERING
11 NORTH 300 WEST
WASHINGTON, UT 84780
TEL 435.652.8450 · FAX 435.652.8416
www.sunrise-eng.com

AREA MAP





LEGEND

- EXISTING CURB & GUTTER
- NEW IMPROVEMENT
- EXISTING IMPROVEMENT
- NEW STORM DRAIN
- JOINT UTILITY TRENCH
- EROSION CONTROL SILT FENCE
- 2575 PROPOSED MAJOR CONTOUR
- 2576 PROPOSED MINOR CONTOUR
- 2575 EXISTING MAJOR CONTOUR
- 2576 EXISTING MINOR CONTOUR
- EXIST. SEWER PIPELINE
- EXIST. WATER LINE
- EXIST. IRRIGATION PIPELINE
- EXIST. STORM DRAIN
- EXIST. GAS LINE
- EXIST. OVERHEAD ELECTRIC
- EXIST. UNDERGROUND ELECTRIC
- EXIST. TELEPHONE LINE
- EXIST. FIBER OPTIC LINE
- EXIST. CABLE TV
- EXIST. PROPERTY LINE
- NEW RETAINING WALL
- EXIST. RETAINING WALL
- EXIST. FENCE
- SECTION LINE
- EXISTING CHAINLINK FENCE
- EXISTING WIRE/WOOD FENCE

MATCHLINE SEE DWG XX01 PLAN SHEET MATCH LINE

DETAIL DESIGNATION
DETAIL/SECTION - TITLE
NOT TO SCALE
DRAWING NUMBER
CROSS REFERENCING

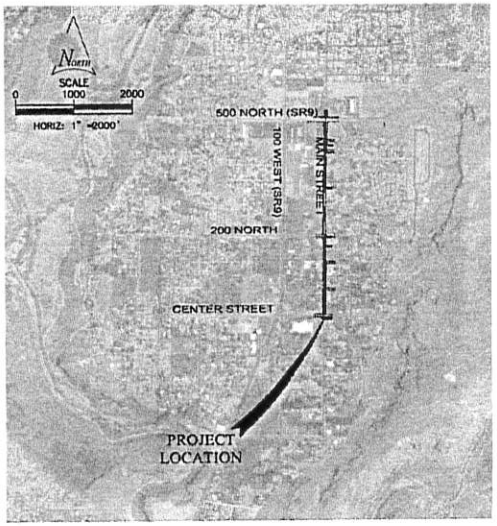
EXISTING	PROPOSED	
		FOUND SURVEY CONTROL MONUMENT
		FOUND PROPERTY CORNER
		SECTION MONUMENTATION AS NOTED
		STORM DRAIN MANHOLE
		STORM DRAIN COMBINATION CURB INLET
		STORM DRAIN CATCH BASIN
		IRRIGATION AIR VAC MANHOLE
		IRRIGATION VALVE
		WATER METER
		SEWER MANHOLE
		SEWER CLEANOUT
		WATER VALVE
		FIRE HYDRANT

EXISTING	PROPOSED	
		TELEPHONE PEDISTAL
		POWER POLE
		GUY ANCHOR
		POLE LIGHT
		STOP SIGN
		SIGN
		JUNCTION BOX

PAVING LEGEND

1. CONSTRUCT PAVEMENT PER TYPICAL STREET CROSS SECTIONS - SHEET TS1.
2. ROTO-MILL EXISTING PAVEMENT, PREPARE SUBGRADE, & RE-PAVE PER TYPICAL STREET CROSS SECTIONS - SHEET TS1.
3. SEAL CRACKS AND CHIP SEAL.

PROJECT LOCATION MAP



SHEET INDEX

	DWG. NO.	SHEET NO.
GENERAL SHEETS		
COVER SHEET	G1	1
AREA MAP, LEGEND, SHEET INDEX, & PROJECT LOCATION MAP	G2	2
CONSTRUCTION NOTES, ABBREVIATIONS & TRAFFIC CONTROL NOTES	G3	3
PLAN SHEET INDEX & SURVEY CONTROL	G4	4
PLAN SHEETS		
PLAN SHEETS	P1-P4	8-9
DETAIL SHEETS		
DETAILS	D1-D3	10-12

REV NO	COMMENT	DATE

SUNRISE ENGINEERING
11 NORTH 300 WEST
WASHINGTON, UTAH 84780
TEL 435.652.9450 · FAX 435.652.9416

LA VERKIN CITY

MAIN STREET SAFE ROUTES TO SCHOOLS
CONSTRUCTION DRAWINGS
AREA MAP, LEGEND, SHEET INDEX, & PROJECT LOCATION MAP

SCALE	DESIGNED	DRAWN	CHECKED	SHEET NO	G2
0x031	NCW	SRL	JKP	2 of 12	

500 NORTH (SR9)
400 NORTH
WEBB ST.
320 NORTH
200 NORTH
130 NORTH
70 NORTH
60 EAST
MAIN STREET
CENTER STREET
STATE STREET (SR9)
P1
P2
P3
P4
BM1
BM2
BM3
BM4
BM5
BM6
BM7
BM8
BM9
BM10
BM11
BM12
SCALE
HORZ 1" = 300'
N
BENCHMARKS
LA VERKIN CITY
MAIN STREET SAFE ROUTES TO SCHOOLS
CONSTRUCTION DRAWINGS
PLAN SHEET INDEX & SURVEY CONTROL
G4
SURVEY
SUNRISE ENGINEERING

relevant excerpts from...

Bidding & Contract Documents and Specifications

for the

LAVERKIN CITY
2018 Safe Routes to Schools (SRTS)

MAYOR ..... Richard Hirschi
COUNCIL MEMBER ..... Ray Justice
COUNCIL MEMBER ..... Patricia Wise
COUNCIL MEMBER ..... Micah Gubler
COUNCIL MEMBER ..... Randy Reeve
COUNCIL MEMBER ..... Kelly Wilson
CITY ADMINISTRATOR ..... Kyle Gubler
OPERATIONS DIRECTOR ..... Derek Imlay

PREPARED BY:

SUNRISE ENGINEERING

11 North 300 West
Washington, Utah 84780
Tel: (435) 652-8450
Fax: (435) 652-8416

Tyler Young, P.E.
Project Engineer
State of Utah No. 5571333
Date: January 9, 2019

Form 401

INVITATION TO BID

Separate sealed bids for the construction of the **Main Street Safe Routes to Schools (SRTS) Project** will be received by **LaVerkin City** from bidders. Bids will be publicly opened and read aloud at **10:00 AM** on **February 6, 2019,** at the City offices.

The work to be performed under this project shall consist of furnishing all labor, materials and equipment required to construct the facilities and features called for by the CONTRACT DOCUMENTS and as shown on the DRAWINGS.

The project consists of demolition, ADA ramps, curb and gutter, sidewalk, and fencing.

This project is funded by UDOT Safe Route to School Program.

Plans and specifications have been prepared by Sunrise Engineering, Inc. and will be available after **January 23, 2019,** on their website plan room at http://www.sunrise-eng.com:

1. Click on "Plan Room" at the bottom of the homepage.
2. Register or log in – you must register or log in to obtain access to the Project Documents.
3. Click on "Add Me to Plan Holders List" that corresponds with the Project. **Let our office know you have registered for us to open up the page for you.**
4. Click on "View Project Details"
5. This is the page to download Documents, see Photos, read Posts, see Plan Holders, and obtain Addenda.

Any notices regarding changes/addenda to the Plan & Specifications will be sent to the e-mail addresses associated with the Bidder's registration. Bidders are responsible to maintain accurate contact information and check the Plan Room often to receive updates or additional information. The ENGINEER for this Contract will be Sunrise Engineering, Inc. and they will be represented by Tyler Young, P.E. as Project Engineer.

A pre-bid tour will be held on **January 28, 2019,** at **2 PM,** leaving from the office of the Owner at 435 N Main Street, LaVerkin, Utah 84745. Attendance at the pre-bid tour is requested.

Names of those in attendance will be recorded.

INSTRUCTION TO BIDDERS

Complete sets of Bidding Documents may be obtained from the ENGINEER as designated in the Advertisement or Invitation to Bid. Complete sets of Bidding Documents, which include the following 3 documents: 1) Contract Documents and Special Provisions, 2) Standard Specifications for Construction, and 3) Drawings, shall be used for preparing BIDS. Neither the OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Each BID must be submitted in a sealed envelope, addressed to: **City of LaVerkin** at **435 North Main Street, LaVerkin, Utah, 84745**. Each sealed envelope containing a BID must be plainly marked on the outside as "BID for **Main Street Safe Routes to Schools (SRTS) Project**" and the envelope should bear on the outside the name of the BIDDER, their address, license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at **435 North Main Street, LaVerkin, Utah 84745.**

All BIDS must be made on the required BID form. Unless noted otherwise, all blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the date of the BID opening. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. All bids will be checked by the ENGINEER for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

This WORK will be constructed by award of a competitive, sealed bid contract awarded to the lowest responsible, responsive bidder. Compensation to the CONTRACTOR will be made through progressive monthly payments in accordance with the General Conditions of these CONTRACT DOCUMENTS at the units and prices indicated in the BID Schedule.

When construction under this contract takes place on property owned or administered by agencies or organizations other than the OWNER, all construction shall be done in accordance with the special requirements of that entity which are contained or referenced in these CONTRACT DOCUMENTS

When requirements published by such entities are contained in, or referenced by, these CONTRACT DOCUMENTS, they shall be carefully complied with and the CONTRACTOR shall include sufficient compensation to cover the WORK required therein.

Information will be provided on the DRAWINGS and in these documents to indicate areas of WORK which fall on property owned or administered by agencies or organizations other than the OWNER.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible, responsive BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND, when required, within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at their option, consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

Within ten (10) days of receipt of the Agreement signed properly by the party to whom the contract was awarded, and accompanied by acceptable PERFORMANCE and PAYMENT BONDS, when required, the OWNER shall sign the Agreement and return to the BIDDER an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw their signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible, responsive BIDDER. However, the OWNER reserves the right to reject any and all the bids.

In the event that BIDS are above the available BUDGET for the project, the OWNER reserves the right to coordinate with the low bidder to adjust bid quantities and items to be within the available budget. This includes reducing quantities and potentially deleting bid items.

BIDDER and OWNER recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time period specified in the Bid. OWNER and BIDDER agree that as liquidated damages for delay (but not as a penalty) BIDDER shall pay OWNER the specified amount for each day that expires after the specified time for substantial completion until the WORK is substantially complete.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

BID

Bid of _____
(hereinafter called "BIDDER"), organized and existing under the laws of the State of Utah and doing business as a _____ to **LaVerkin City** (hereinafter called "OWNER").

In compliance with the Invitation to Bid, BIDDER hereby proposes to perform all WORK for construction of the **Main Street Safe Routes to Schools (SRTS) Project** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below in the BID Schedule.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to their own organization, that this BID has been prepared independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the CONTRACT within 50 consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages, the sum of $1,500, for each consecutive calendar day thereafter as provided in Section 15 of the GENERAL CONDITIONS. This BID will remain open for sixty (60) days after the date of Bid Opening. If awarded the Contract, the BIDDER will sign the Agreement and submit the security and the other documents required by the CONTRACT within ten (10) days after the date of the OWNER'S "Notice of Award".

BIDDER acknowledges receipt of the following ADDENDA:

_____

_____

_____

The BID Schedule is provided on the following page. The BID Schedule must be completed in full by the BIDDER and signed properly to be considered responsible.

AGREEMENT

THIS AGREEMENT, made between **LaVerkin City**, a Municipal Corporation (hereafter "OWNER"), with offices at 435 North Main Street and 111 South Main Street, LaVerkin, Utah, and _____ (hereinafter "CONTRACTOR"), located at _____.

Recitals

WHEREAS, OWNER is in need of certain services of Contractor; and

WHEREAS, CONTRACTOR is licensed as a contractor in the State of Utah and possesses the necessary skill, experience and capability to perform said services and provide the necessary labor and materials in connection therewith; and

WHEREAS, the parties hereto desire to reduce to writing the terms of their Agreement.

Terms and Conditions

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Contractor's Services.** CONTRACTOR, being duly licensed and able to perform as desired, undertakes and agrees to perform - in a workmanlike manner - certain work (hereinafter "the Services") for OWNER upon the terms and conditions set forth herein.

   a. CONTRACTOR shall commence and complete the construction of:

   2018 Safe Routes to Schools (SRTS) Project

   The Work consist of miscellaneous demolition related to removal of existing improvements, subgrade preparation, utility and drainage improvements, sewer improvements, base course placement, pavement, fencing, retaining wall, sidewalk, curb and gutter.

   b. CONTRACTOR agrees to perform the Services described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____.

   c. The type and scope of the Services are set forth in the CONTRACT DOCUMENTS, which are included herewith and incorporated herein by reference. The CONTRACT DOCUMENTS mean and include:

   (1) Invitation to Bid

(2) Instruction to Bidders
(3) Bid and Bid Schedule
(4) Bid Bond
(5) This Agreement
(6) Performance Bond
(7) Payment Bond
(8) Special Provisions
(9) Drawings, as prepared or issued by Sunrise Engineering, Inc.
(10) Standards and Specifications for Constructions, as prepared or issued by Sunrise Engineering, Inc.
(11) Addenda:
No. _____, dated _____, 20____.
No. _____, dated _____, 20____.
No. _____, dated _____, 20____.

d. The type and scope of the Services may be modified from time to time by written agreement of the parties.

e. CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED, and will complete the same within thirty (30) calendar days after the date of the NOTICE TO PROCEED, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

2. **Contractor to Provide Labor.** CONTRACTOR shall employ and provide qualified, capable and experienced personnel and workers (hereinafter "CONTRACTOR's EMPLOYEES"), which employees (a) will be considered to be the employees of Contractor at all times and for all purposes, and (b) will at all times be subject to the direct supervision and control of CONTRACTOR. CONTRACTOR shall have the sole responsibility for paying all wages, salaries and taxes (including but not limited to social security taxes and income withholding taxes), and other expenses relating to each of CONTRACTOR's EMPLOYEES. All salary deductions, withholding and reporting requirements relative to each of CONTRACTOR's EMPLOYEES shall be the sole responsibility of CONTRACTOR; and CONTRACTOR will at all times indemnify and save OWNER harmless from any and all claims therefor.

3 **Dress and Safety Apparel.** CONTRACTOR shall ensure that CONTRACTOR's EMPLOYEES present a neat and workmanlike appearance while employed by CONTRACTOR in carrying out this Agreement. CONTRACTOR will provide safety equipment and safety apparel to CONTRACTOR's EMPLOYEES as required by law and as suitable for the work being done. CONTRACTOR shall be responsible for requiring and enforcing the use of such applicable and/or required safety equipment and apparel. OWNER may from time to time supply special equipment and/or tools as OWNER may deem necessary or prudent to assist CONTRACTOR in the performance of the Services; but any such equipment and/or tools shall be inspected by CONTRACOR prior to use, and the use thereof by CONTRACTOR and/or CONTRACTOR's EMPLOYEES shall be at the sole risk of CONTRACTOR and/or CONTRACTOR's EMPLOYEES.

4. **Number and Character of Employees.** See Section 01500.2, Division 1 – General Requirements (CONTRACT DOCUMENTS), which is hereby incorporated herein as though fully set forth.

   a. CONTRACTOR shall only employ and use, in connection with this Agreement, the number of employees as are reasonably necessary to properly and promptly carry out the Services, and will permit CONTRACTOR to pay CONTRACTOR's EMPLOYEES their full wages or salary (which shall be not less than the higher of any agreed-upon wages or salary and the applicable statutory minimum wages of salary, if applicable; plus overtime, if any), taking into consideration the amount set forth or otherwise identified in Sections 1b and 12 hereof to be paid by OWNER to CONTRACTOR for the Services.

   b. CONTRACTOR's EMPLOYEES shall be citizens or lawful residents of the United States, shall be of good moral character, and shall not have been previously convicted of any crime.

   c. Consistent with and in accordance with the provisions of Section 34-30-1, *Utah Code Annotated* (1953, as amended) ("UCA"), CONTRACTOR agrees as follows: (1) that in employing workmen in the construction of the Services (or Project), preference shall be given citizens of the United States or those having declared their intention of becoming citizens; and (2) that if the provisions of this section are not complied with, this Contract shall be void.

   d. Because of the sensitive nature of personal and other information contained in the various departments and offices of OWNER, CONTRACTOR agrees and shall take all reasonable measured necessary to ensure the confidentiality of such information that it or any of its employees may encounter or discover during the course of providing the Services hereunder, and to not access the computers or any physical areas of the premises of OWNER that are not included within the scope of services hereunder and/or to which CONTRACTOR is denied access.

5. **No Employer-Employee Relationship with City.** There shall be no employer-employee relationship between CONTRACTOR and OWNER or between any of CONTRACTOR's EMPLOYEES and OWNER. CONTRACTOR shall have the entire charge, control and supervision of the work of CONTRACTOR's EMPLOYEES and performance of the Services herein. However, OWNER reserves the right to establish general guidelines and standard working rules regarding performance of the Services, and CONTRACTOR will cause its employees to follow such general guidelines and standard working rules.

6. **City Not Liable for Injury, Death, or Property Damage; Indemnity.** OWNER shall in no manner be liable or accountable for any injury, death, loss or damage to any person or persons or property accident, injury or death which may occur to any of CONTRACTOR's EMPLOYEES resulting from (a) CONTRACTOR's EMPLOYEES' performance of the Services hereunder and/or (b) any act or omission of CONTRACTOR and/or or any of CONTRACTOR's EMPLOYEES. CONTRACTOR assumes all liability therefor and agrees to absolutely and completely indemnify and save OWNER harmless therefrom. CONTRACTOR acknowledges that performance of the Services to be

rendered shall be within such guidelines and general standards of performance as OWNER may from time to time establish, including without limitation any and all special safety standards and fire prevention standards as OWNER may specify. CONTRACTOR shall be responsible for monitoring and enforcing safe operations and conduct of and by CONTRACTOR's EMPLOYEES.

7. **Compliance with Applicable Law.**

   a. CONTRACTOR shall fully comply with the Social Security Act, all tax laws, all applicable safety and health laws, all wage and hour laws, all labor laws, and all other applicable Federal, State and local laws, ordinances, policies, rules, and regulations. CONTRACTOR shall secure such permits or licenses as may be required by law in order for CONTRACTOR to perform its obligations hereunder.

   b. The provisions of Title 34, Chapter 34, *Utah Code Annotated* (1953, as amended), as applicable to municipal public works contracts, are (1) hereby incorporated as though fully set forth herein, and (2) binding upon the parties hereto.

8. **Workmans' Compensation and Liability Insurance.** In addition to any other requirements, obligations, conditions, terms and/or provisions of this Agreement, CONTRACTOR shall comply with the terms, conditions, and requirements of this Section and of Section 700.21 of the General Conditions (CONTRACT DOCUMENTS); *provided that*, where there is a conflict in amounts of insurance specified in Section 700.21, the minimums required by this Section shall prevail:

   a. CONTRACTOR shall, at its own expense, provide and maintain such workmans' compensation insurance as may now and from time to time (a) be required by law, (b) be applicable to CONTRACTOR's EMPLOYEES providing the Services hereunder, (c) and adequately protect CONTRACTOR from any claims or potential claims under any present or future Workmans' Compensation Act. Unless otherwise provided in any applicable Request for Proposals or Invitation for Bids concerning the Services which are the subject of this Agreement, CONTRACTOR shall provide OWNER with a certificate or other evidence of such insurance at the time this Agreement is executed or no later than at the time when the Services will commence, and from time to time (as required by OWNER) during the period of this Agreement.

   b. CONTRACTOR shall, at its own expense, provide and maintain such other employee benefits as may from time to time be required by applicable local or federal law or regulation (including without limitation unemployment insurance).

   c. CONTRACTOR shall, at its own expense, provide general third-party liability insurance (with a company satisfactory to LaVerkin) insuring against death or injury to any third person (including without limitation any employees and agents of LaVerkin, or injury to property, including property of LaVerkin). Such insurance coverage shall in the amount of *not less than* One Million Dollars **($1,000,000.00)** for injury to one person in any one occurrence, Two Million Dollars **($2,000,000.00)** for injury to two or more persons in any one occurrence, and Five Hundred Thousand Dollars **($500,000.00)** for property damage in any

one occurrence. CONTRACTOR shall provide OWNER with a certificate or other evidence of such insurance at the time this Agreement is executed or no later than at the time when the Services will commence, and from time to time (as required by OWNER) during the period of this Agreement, and shall include an appropriate endorsement reflecting OWNER as an additional named insured under such insurance.

9. **Performance and Payment Bonds [Contractor's and Subcontractors' Bonds].** Required bonding for the Services shall as governed by this Section and Section 700.22 of the General Conditions (CONTRACT DOCUMENTS).

   a. CONTRACTOR shall submit and maintain in full force and effect - at the sole expense of and in a form acceptable to OWNER, and as provided in the CONTRACT DOCUMENTS - a **performance bond** covering CONTRACTOR'S faithful execution of the Agreement and a **payment bond** covering payment of all obligations arising under of this Agreement (for the protection of each person supplying labor, service, equipment, and/or material for the performance of the Services), **each in an amount equal to or greater than** the CONTRACT PRICE, the estimated cost of the project for which the Services herein referenced are to be provided; and

   b. By appropriate enforceable agreement, and to the extent it can be practically applied, CONTRACTOR shall require each subcontractor to be bound to CONTRACTOR by the terms of this Agreement, and to assume toward the CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes towards OWNER; and shall require each subcontractor to bond and to enter into similar agreements with its subcontractors which comply with the requirements hereof.

10. **Notice of Unsatisfactory Work.** The performance by CONTRACTOR of the Services hereunder shall at all times be satisfactory to OWNER. If at any time OWNER finds the performance of the Services by CONTRACTOR (in the judgment of OWNER) to be in any manner unsatisfactory, OWNER shall then notify CONTRACTOR—who shall thereupon have ten (10) days from such notice within which to improve its performance to the satisfaction of OWNER. *See* Section 700.16 of the General Conditions (CONTRACT DOCUMENTS), which is herein incorporated by reference.

11. **Termination by City.** Should CONTRACTOR's performance hereunder be unsatisfactory and should Contractor fail to improve its performance to the satisfaction of OWNER within the period stated in Section 10 above, or should CONTRACTOR fail or refuse to perform the Services in the manner agreed upon, or should CONTRACTOR in any other way fail to comply strictly with any term of this Agreement, or for any other reason or grounds set forth in Section 700.18 (and any subsection thereof) of the General Conditions (CONTRACT DOCUMENTS), then OWNER, at its sole option, may—in addition to any other remedies available to it by law and/or equity, and without waiving any of its rights to pursue such other remedies—terminate this Agreement and retain so much of the money, if any, due to CONTRACTOR under this Agreement as is necessary to cover any damages suffered by OWNER as a result of CONTRACTOR's breach of this Agreement.

12. **Contractor's Compensation.** OWNER shall pay to CONTRACTOR, for the Services, in the manner and at such times as set forth in the General Conditions, and in such amounts as required by the CONTRACT DOCUMENTS.

13. **Term; Effective Date.** This Agreement shall take effect as of the above first written.

14. **General.** The parties hereto understand, acknowledge, and agree:

   a. That all the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns; provided, however, that CONTRACTOR shall not assign this Agreement nor delegate any of its duties hereunder without the express prior written consent of OWNER.

   b. That the CONTRACT DOCUMENTS (which includes this Agreement):

      (1) Represent the entire Agreement between the parties and may not be amended except in writing signed by both parties.

      (2) Constitute and comprise the entire understanding of the parties hereto, and supersede any previous written or oral communication or representation related to the subject matter hereof, and may only be amended by written instrument signed by both parties hereto. Provided, that minor changes that do not affect the scope of this Agreement or the compensation provided hereunder may be effected through change orders that are first approved and signed by the OWNER's designated representative (rather than by amendment of this Agreement).

      (3) Shall be governed, interpreted and construed by the laws of the State of Utah, including all procedural laws and applicable statutes of limitations; that any default of the CONTRACT DOCUMENTS (which includes this Agreement) shall be deemed to have occurred in the State of Utah.

      (4) That, when and wherever possible, each provision of the CONTRACT DOCUMENTS (which includes this Agreement):

         (a) Shall be deemed to have occurred in the State of Utah.

         (b) Shall be interpreted in such a manner as to be valid under applicable law—provided, that should any provision of this Agreement be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of the CONTRACT DOCUMENTS (which includes this Agreement).

   c. That, in the event that legal remedies are sought by either party hereto to enforce the terms of the CONTRACT DOCUMENTS (including this Agreement), the prevailing party shall be entitled to costs of suit and a reasonable attorney's fee.

d. That a waiver of a breach of any of the provisions hereof shall not be construed, be either party, as a continuing waiver of other breaches of the same or any other provision hereof.

e. That should any provision of the remaining CONTRACT DOCUMENTS be deemed inconsistent with the terms of this Agreement, the terms of this Agreement (to the extent of such inconsistency) shall prevail.

f. That the venue for any legal proceeding brought or arising out of this Agreement and/or the services covered thereby shall be in the Fifth Judicial District, Washington County, State of Utah.

16. That it is acknowledged that this Agreement has been executed with **4 original copies** and that an original copy hereof has been retained by each of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this_____ day of _____, 2019.

* * * * *

_____, **CONTRACTOR**

BY: _____, Its Duly Authorized Representative:

Name and Position of Authority or Representative Capacity: _____

Address:_____

* * * * *

LaVERKIN CITY, a Municipal Corporation

BY:

_____

Kerry Gubler, Mayor

ATTEST:

_____

Kyle Gubler, City Recorder

Agreement approved as to form by legal counsel for City, Kevin R. Bennett, City Attorney

agree/construction services/vers1/20110215b.word.doc

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

_____
Name of CONTRACTOR

_____
Address of CONTRACTOR

a _____, hereinafter called PRINCIPAL and
(Corporation, Partnership or Individual)

_____
Name of SURETY

_____
Address of SURETY

hereinafter called SURETY, are held and firmly bound unto

LaVerkin City
Name of OWNER

435 North Main Street, LaVerkin, Utah, 84745
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of _____ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, DATED THE _____day of _____, 2019, a copy of which is hereto attached and made a part of the construction contract for **LaVerkin City Main Street Safe Routes to Schools Project.**

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during the one year guaranty period; and if the PRINCIPAL shall satisfy all claims and demand incurred under such contract; and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so; and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that the said SURETY, for value received hereby stipulates and agrees that no change, extension or time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto; upon amendment to the CONTRACT not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as amended. The term "AMENDMENT"; wherever used in this BOND and whether referring to this BOND, the CONTRACT or the LOAN DOCUMENTS shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL'S ATTEST:

_____
PRINCIPAL

By: _____

(SEAL) Address: _____

_____
Witness as to PRINCIPAL

_____
Address

SURETY'S ATTEST:

_____

By: _____

(SEAL) Address: _____

_____
Witness as to SURETY

_____
Address

PLEASE NOTE:

1. *Date of BOND must not be prior to date of CONTRACT.*
2. *If CONTRACTOR is partnership, all partners should execute BOND.*
3. *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*
4. *Use of this form as an instrument of SURETY for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

_____
Name of CONTRACTOR

_____
Address of CONTRACTOR

a _____, hereinafter called PRINCIPAL and
(Corporation/ Partnership/ or Individual)

_____
Name of SURETY

_____
Address of SURETY

hereinafter called SURETY, are held and firmly bound unto

LaVerkin City
Name of OWNER

435 North Main Street, LaVerkin, Utah 84745
Address of OWNER

hereinafter called OWNER, in the total aggregate penal sum of _____ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part of the construction contract for **LaVerkin City 2018 Safe Routes to Schools (SRTS) Project.**

NOW, THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in such contract; and any authorized extensions or modifications thereof, including amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK; and for all labor costs incurred in such WORK, including that by a sub-contractor; and to any mechanic or materialman , lienholder; whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, other wise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the sub-contractors and persons, firms and corporations having a direct contract with the PRINCIPAL or its sub-contractors.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension or time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: the PRINCIPAL, the OWNER or the SURETY above named within ninety (90) days after such claimant did or performed the last of the WORK or labor, or furnished the list of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were

furnished, or for whom the WORK or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public office. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased WORK on said CONTRACT, it being understood; however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED FURTHER, it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto; upon amendment to the CONTRACT not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as amended. The term "AMENDMENT"; wherever used in this BOND and whether referring to this BOND, the CONTRACT or the LOAN DOCUMENTS shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL'S ATTEST: _____
PRINCIPAL

By: _____

(SEAL) Address: _____

SURETY'S ATTEST: _____
SURETY

By: _____
Attorney-in-Fact

(SEAL) Address: _____

PLEASE NOTE:

1. *Date of BOND must not be prior to date of CONTRACT.*
2. *If CONTRACTOR is partnership, all partners should execute BOND.*
3. *Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*
4. *Use of this form as an instrument of SURETY for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*

NOTICE OF AWARD

TO: _____
(Insert Bidder's Name and Address)

_____

_____

CONTRACT FOR: **LaVerkin City – Main Street Safe Routes to Schools (SRTS) Project**

The OWNER has considered the BID dated _____, 20____, submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of: $_____.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of you BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

OWNER: **LaVerkin City**
(Name of Owner)

BY: _____
(Signature)

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
(Contractor)

this ____day of _____, 20____.

By: _____
(Signature)

Title: _____

Form 409

NOTICE TO PROCEED

TO: _____

_____

_____

CONTRACT: LaVerkin City – 2018 Safe Routes to Schools (SRTS) Project

In accordance with the AGREEMENT dated_____, you are hereby notified to commence WORK on or before _____, and you are to complete the WORK within _____ consecutive calendar days thereafter.

The date of completion of all WORK is, therefore _____.

OWNER: LaVerkin City
(Name of Owner)

BY: _____
(Signature)

TITLE: _____

DATE ISSUED _____,20____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by_____
(Contractor)
this ___day of_____, 20____.

By:_____
(Signature)
Title:_____

or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

00700.21 INSURANCE

00700.21.1 PURCHASE OF INSURANCE

The CONTRACTOR shall purchase insurance to protect against liability, loss, or other expense arising from damage to property or injury to or death of any person or persons incurred in any way out of, in connection with, or resulting from the Work provided hereunder. The CONTRACTOR shall purchase the insurance from reliable insurance companies authorized to do business in the state in which the Work is to be performed. The insurance shall be rated "A" or better and have a financial size category of Class VII or larger as determined by A.M. Best Company at the time the Contract Documents are executed.

00700.21.2 CERTIFICATE OF INSURANCE.

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the Work. Such Certificates shall identify the OWNER and ENGINEER (and any other party identified in the Supplemental General Conditions) as additional insured. These Certificates shall contain a provision that coverage afforded under the policies will not be materially changed or reduced unless at least thirty (30) days prior written notice has been given to the OWNER.

00700.21.3 COVERAGE OF INSURANCE

Insurance purchased by the CONTRACTOR shall provide protection against claims including, but not limited to, those set forth below, which may arise out of, or result from, the CONTRACTOR's execution of the Work, whether such execution be by the CONTRACTOR or by any subcontractor or by any other person directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
- Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- Claims for damages because of bodily injury, sickness or disease or death of any person other than its employees;
- Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
- Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

00700.21.4 REQUIRED INSURANCE

The required insurance shall be the following or equivalent, where each applies:

00700.21.4.1 WORKERS COMPENSATION - Workers Compensation Insurance and Employer's Liability Insurance that provide statutory benefits. The Best's rating requirements are waived for coverage provided by the Worker's Compensation Fund within the state in which the Project is located. The CONTRACTOR shall require all subcontractors at any tier to take and maintain similar policies of Workers' Compensation Insurance.

00700.21.4.2 COMPREHENSIVE - Comprehensive General Liability Insurance and/or Commercial General Liability Insurance, including coverage for premises and operations, explosion, collapse and underground hazards, contractual (including this contract, and personal injury including employees) with limits of not less than $1,000,000 combined single limit per occurrence, and not less than $2,000,000 aggregate which shall be designated as applying to this contract. If this insurance is made on a "claims made" basis, the certificate of insurance required above shall indicate, and the policy shall contain, an extended reporting period provision or similar "tail" provision such that claims reported up to one (1) year beyond the date of completion of this contract are covered.

00700.21.4.3 AUTOMOBILE - Comprehensive Automobile Liability insurance including owned, hired, and non-owned automobiles with limits not less than $1,000,000 combined single limit per accident.

00700.21.4.4 AIRCRAFT - The CONTRACTOR using its own aircraft, or employing aircraft in connection with the Work performed under these Contract Documents shall maintain Aircraft Liability Insurance with a combined single amount of not less than $1,000,000 per occurrence.

00700.21.4.5 PROPERTY - Unless otherwise provided, the CONTRACTOR shall purchase property insurance in an amount equal to the initial Contract Price plus any subsequent modifications thereto for the entire Work of the Project on a replacement cost basis with any applicable deductibles not to exceed $5,000.

Property insurance shall be on an all-risk form. It shall provide extended coverage and shall insure against the perils of fire and physical loss or damage including, without duplication of coverage, flood, earth movement, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings, and debris removal including demolition occasioned by enforcement of any applicable requirements. It shall include reasonable compensation for ENGINEER's services required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise called for in the Contract Documents.

Such property insurance shall be maintained, unless otherwise provided in the Contract Documents, or otherwise agreed to in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the OWNER has an insurable interest in the Work to be covered. This insurance shall include interests of the OWNER, the CONTRACTOR, and subcontractors in the Work. The form of this policy for this coverage shall be Completed Value. If the OWNER is damaged by the failure of the CONTRACTOR to maintain such insurance, then the CONTRACTOR shall bear all reasonable costs properly attributed thereto.

Unless otherwise provided in the Contract Documents, and with written approval of the OWNER, this property insurance shall cover portions of the Work stored off the site, at the value established in the approval, as well as portions of the Work in transit.

00700.21.5 MAINTENANCE OF INSURANCE

Unless otherwise provided, all required insurance shall remain in force during the entire Contract Time.

00700.21.6 ARRANGEMENT OF POLICIES

Any policy required by this section may be arranged under a single policy for the full limit required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

00700.21.7 ADDITIONAL INSURED

All liability insurance policies required hereunder shall provide that the OWNER, ENGINEER and all departments, authorities and instrumentalities, and while acting within the scope of its duties, all of its elected or appointed officers, employees and authorized volunteers as well as advisory committees, shall be named as additional insured. Such policies shall also provide that coverage for the above insured is primary and not contributing.

00700.21.8 INSOLVENCY OF INSURER

Irrespective of the requirements as to insurance to be carried by the CONTRACTOR as provided herein; insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve the CONTRACTOR of any obligations hereunder.

00700.22 CONTRACT SECURITY

00700.22.1 PROVISION OF BONDS

The CONTRACTOR shall within ten (10) days after the receipt of the Notice of Award, furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the Contract Documents, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the execution of the Work provided by the Contract Documents. Such bonds shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the CONTRACTOR.

00700.22.2 BANKRUPTCY OF SURETY

If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bond shall be paid by the CONTRACTOR. No further payments to the CONTRACTOR shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the OWNER.

00700.23 ASSIGNMENTS

Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, or its obligations thereunder, without written consent of the other party.

00700.24 INDEMNIFICATION

00700.24.1 OWNER AND ENGINEER HELD HARMLESS

In addition to indemnification provisions of the Contract, the CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is at-

tributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and subcontractor or supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

00700.24.2 WORKMAN'S COMPENSATION AND EMPLOYEE BENEFITS

In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

00700.24.3 ENGINEER LIABILITY

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, Designs or Specifications.

00700.25 SEPARATE CONTRACTS

00700.25.1 OTHER PROJECT CONTRACTS

The OWNER reserves the right to let other contracts in connection with this Project. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the Work with theirs. If the proper execution or results of any part of the CONTRACTOR's work depends upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such work that render it unsuitable for such proper execution and results.

00700.25.2 ADDITIONAL PROJECT RELATED WORK

The OWNER may perform additional work related to the Project, or the OWNER, may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORs who are parties to such contracts (or the OWNER, if the OWNER is performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the CONTRACTOR's work with theirs.

00700.25.3 WRITTEN NOTICE OF ADDITIONAL WORK

If the performance of additional work by other CONTRACTORs or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves the CONTRACTOR in additional expense or entitles it to an extension of the Contract Time, the CONTRACTOR may make a claim therefore as provided in Subsections 00700.14 and 00700.15 of these General Conditions.

FYI

Revised 02/23/2018

(already adopted — provides funding for project)

Application Number: <>
Local Authority: LaVerkin City
Project Location/Description: LaVerkin Safe Routes to School FY19
Project: S-ST99(554) PIN: 17019 CID: 7306412S

COOPERATIVE AGREEMENT
SAFE ROUTES TO SCHOOLS

This Cooperative Agreement, made and entered into this _____ day of _____, 2018, by and between the Utah Department of Transportation ("UDOT"), and LaVerkin City, ("LOCAL AUTHORITY").

RECITALS

WHEREAS, in the interest of public safety, the LOCAL AUTHORITY desires to plan, design, construct, and maintain an infrastructure-related project that will improve safety for students to walk and bicycle to school at Main Street, Center Street to 500 North and Center Street, SR-9 to 300 West; (the "Work"); and

WHEREAS, infrastructure projects using public funds shall be within public rights of way, either public property owned by a public entity and/or private lands that have public access easements; and

WHEREAS, the LOCAL AUTHORITY is agreeable to comply with the applicable UDOT Program Procedures and Standards for the Work described in this agreement; and

WHEREAS, State funds may not be expended for projects that do not specifically serve the stated purposes of the Safe Route to School program; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the Work shall be performed.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Description of Work:** The Work covered by this agreement is described in the LOCAL AUTHORITY application, attached as Exhibit A that is incorporated by reference.

2. **UDOT Responsibilities:**

   a. Provide an oversight manager or consultant oversight manager to assist the LOCAL AUTHORITY with ongoing coordination related to scope, schedule, risks, mitigation, and closeout process for the Work.
   b. Prepare and process a cooperative agreement before Work initiation.
   c. Upon completion of the Work and final inspection and approval by UDOT, reimburse the LOCAL AUTHORITY, up to the maximum of the Grant amount of $117,150.

3. **Local Authority Responsibilities:**

   a. Provide an oversight manager or consultant oversight manager and oversee their performance related to the Work including approving consultant pay requests.
   b. Construct the Work to UDOT standards or to LOCAL AUTHORITY's standards if it is equal to or greater than UDOT standards.
   c. Manage Work scope, schedule, budget, risk, and quality.
   d. Coordinate details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
   e. Coordinate with the assigned UDOT oversight manager.

Revised 02/23/2018

Application Number: <>
Local Authority: LaVerkin City
Project Location/Description: LaVerkin Safe Routes to School FY19
Project: S-ST99(554) PIN: 17019 CID: 7306412S

   f. Upon completion of the Work and final inspection and approval by UDOT, submit a request for reimbursement to UDOT, up to the maximum amount of this agreement $117,150, including documentation of costs incurred and paid for by the LOCAL AUTHORITY. Project overages shall be the responsibility of the LOCAL AUTHORITY.

4. **Access:** The LOCAL AUTHORITY shall guarantee access to and make all provisions for UDOT, Consultant, and Contractor to enter upon all lands, both public and private which are necessary to carry out the Work.

5. **Construction.** If for any reason, the LOCAL AUTHORITY has not commenced construction of the Work within a 2 year period from the date of the notice of grant award, the LOCAL AUTHORITY will relinquish the grant allocation for the Work upon request from UDOT, and this agreement shall be terminated. Upon commencement of construction, the LOCAL AUTHORITY agrees to complete the construction in an expeditious manner and in a reasonable timeframe. Should UDOT determine the Work is not proceeding in an expeditious manner and upon 30 days written notice, it may withdraw the grant and require the LOCAL AUTHORITY to refund any portion of the grant funds not expended for approved items at the time of withdrawal and terminate this agreement.

6. **Liability:** UDOT and City are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement. The indemnification in this paragraph shall survive the expiration or termination of this agreement.

7. **Project Underruns:** Any funds remaining at the completion of the Work resulting in an underrun will revert back to the Safe Route to School Program for redistribution by UDOT.

8. **Accessible to Persons with Disabilities:** Infrastructure projects constructed with Safe Routes to School funds shall be accessible to persons with disabilities, per the Americans with Disabilities Act Accessibility Guidelines (ADAAG) at 28 CFR Part 36, Appendix A, as enforced by the U.S. Department of Justice and FHWA, and as required under section 504 of the Rehabilitation Act.

9. **Real Property Acquisition:** For real property acquisition and displacement activities, the LOCAL AUTHORITY shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 in accordance with 49 CFR Part 24.

10. **Utility Relocations:** The LOCAL AUTHORITY is required to pay, as part of the total Work cost, 50% of the cost of any utility facility relocation required within the State highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. Utah Administrative Code 72-6-116. The design of the Work shall minimize any utility relocations. Should the LOCAL AUTHORITY's Work design require utility relocations, the LOCAL AUTHORITY shall coordination with the affected utility owner to determine a relocation design and cost estimate. The LOCAL AUTHORITY shall execute a 50% reimbursement agreement with each utility company prior to commencement of the Work.

11. **Maintenance:** Upon completion of the Work covered by this agreement, the LOCAL AUTHORITY shall, either directly or by ordinance, cause any sidewalks covered by this cooperative agreement to be maintained, renewed and/or repaired to perpetuate a secure and non-hazardous pedestrian facility. The maintenance shall include snow removal.

12. **Right of Way Disposal/Lease Proceeds:** For real property disposals the LOCAL AUTHORITY shall comply with 23 CFR 710.409 and 710.403. The LOCAL AUTHORITY should have property management records, which identify inventories of real property considered excess to the Work needs. If a LOCAL AUTHORITY determines that real property initially acquired as part of the Work is declared excess and disposed of the LOCAL AUTHORITY must comply with 23 CFR 710.409 and 710.403.

13. **Termination:** This Agreement may be terminated as follows:

A. By mutual agreement of the parties, in writing.

B. By either UDOT or the LOCAL AUTHORITY for failure of any of the parties to fulfill its obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.

C. By UDOT for the convenience of the State upon written notice to the LOCAL AUTHORITY.

D. Upon satisfactory completion of the provisions of this agreement.

E. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the second fiscal year following the fiscal year in which this agreement is executed.

15. **Other Provisions:**

A. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the agreement at the request of the other party.

B. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this agreement, or by law, will not release either party from any obligations arising under this agreement.

C. Neither Party to this Agreement shall make impacts to the systems describe herein, exceed the capacities described herein, or act outside of the terms of this agreement without an amendment to this agreement.

D. This agreement contains the entire agreement between the parties with respect to the subject matter, and no statements, promises or inducements made by either party that are contained in this written agreement shall be binding or valid.

E. This agreement does not create any type of agency relationship, joint venture, or partnership between the parties.

F. Each party represents that it has the authority to enter into this agreement. The parties may execute this agreement in counterparts.

Revised 02/23/2018

Application Number: <>
Local Authority: LaVerkin City
Project Location/Description: LaVerkin Safe Routes to School FY19
Project: S-ST99(554) PIN: 17019 CID: 7306412S

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

LaVerkin City

By: Richard M. Hirschi — October 17, 2018

Title: Mayor — Date:

Printed Name: Richard M. ~~Hirschi~~ Hirschi

UTAH DEPARTMENT OF TRANSPORTATION

By: _____ — 9/25/2018

Title: Project Manager — Date:

Printed Name: Kathy Starks

By: _____ — _____

Title: Region Director — Date:

Printed Name: Rick Torgerson

By: _____ — _____

Title: Comptroller Office — Date:

Printed Name: _____

ORDINANCE NO. 2019-_____

AN ORDINANCE AMENDING ORDINANCE NO. 2917-09, AND PROVIDING FOR AN EXCEPTION TO THE SALARY/WAGE SCHEDULES PROVIDED THEREIN WITH RESPECT TO GRANT-SUPPORT PART-TIME EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2017, in Ordinance (Ord.) No. 2017-09, the City updated its salary/wage schedules for full- and part-time officers and employees; and

WHEREAS, the cap adopted therein for non-specified full-time officers and employees was Forty-five Thousand Dollars ($45,000.00) per year and for non-specified part-time employees was Twenty Dollars ($20.00) per hour; and

WHEREAS, the City police department receives grants, from time to time, to cover the cost of hiring part-time police officers, investigators, and detectives, where the prevalent rate of pay is or may be significantly higher than the hourly rate provided in Ord. No. 2017-09, to include but not be limited to public safety officers hired using special DUI shift grants and grants for the City's victims advocate program;

WHEREAS, grants are or may be available, from time to time, to cover all or a portion of the wages of City employees in other departments of the City; and

WHEREAS, the City Council deems it to be in the best interests of the City and its residents, guests and businesses to amend the salary cap for grant-supported part-time employees, to take advantage of such grants when available.

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

SECTION I: AMENDMENT TO SALARY SCHEDULES.

There is hereby added, to Section I, of the Salary Schedules established and set forth in Ordinance No. 2017-09, a Subsection C, entitled "Grant-Supported Part-time Employees of the City", to read as follows:

C. Grant-Supported Part-time Employees of the City

> For so long as he/she is covered by a current and applicable grant, paying all or at least seventy percent (70%) of the cost of the salary of said employee, a grant-supported part-time employee may—as

Draft 2019

an exception to Subsection B above—be paid a maximum of Forty-five Dollars **($45.00)** per hour, not to exceed Forty-five Thousand Dollars **($45,000.00)** per year. Once the salary is no longer covered by grant, as and to the extent provided herein, the salary provisions and limitations of Subsection B above shall apply, should the employee continue his or her employment with the City.

SECTION II: REPEAL OF CONFLICTING PROVISIONS.

All ordinances or resolutions, or parts or provisions thereof, in conflict with the provisions of this Ordinance, except as set forth specifically in Section I, are hereby repealed to the extent that they conflict herewith.

SECTION III: SEVERABILITY.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION IV: EFFECTIVE DATE.

In the opinion of the City Council of LaVerkin City, it is necessary for the preservation of the peace, welfare, health, and safety of the inhabitants of LaVerkin City that this Ordinance take effect as soon as possible. This Ordinance, therefore, shall take effect immediately upon its passage and first publication as provided by law.

PASSED AND ADOPTED by the City Council of LaVerkin City this _____ day of _____, 2019.

_____
RICHARD M. HIRSCHI, Mayor

ATTEST:

_____
CHRISTY BALLARD, City Recorder

Draft 2019

VAWA Grant

Relevant excerpts + explan.)

The Utah Office for Victims of Crime recently completed the 2019 VAWA grant screening and approval process. The LaVerkin City PD grant application has been carefully reviewed and will receive $53,422.52. Below you will find an itemized list of revisions that need to be made before your award can be finalized. Any other changes made to the grant besides what is listed will not be considered. We commend you for developing and implementing victim service programs and look forward to working with you during the 2019 program year. Application Sections Applicant Profile;Overview : Application Overview;Overview : Organization Contact Information;Overview : Project Abstract;Budget Details;Attachments : Business Forms;Attachments : Attachments;Attachments : Notes;Miscellaneous Application Title City of LaVerkin Application ID AP--209 Funding Opportunity Title 2019 VAWA RFP

Application- City of LaVerkin

Clone Application (/a0tt0000000hiC0AAI?isdtp=vw)

ID	Applicant Organization	Status	Days Left
AP--209	LaVerkin City Police	Submitted to Grantor	0

External Organization apply for the Funding Opportunity Announcement (FOA) by creating an application. Created application is internally reviewed b...view more

$ Budget | Revisions | Attachments | History

Opportunity Overview

Funding Opportunity ID
AN--005 (/a1St0000000HGIBEA4)

Grantor Organization
UOVC

Application Deadline
10/17/2018 05:00 PM

Application Overview

Application Title (Applicant Organization Name_Announcement Title)
City of LaVerkin

Applicant Organization
LaVerkin City Police

Project Director/Principle Investigator
Tiffany Mower (/apex/ProfileRedirect?id=005t0000001gSJyAAM)

Project Period Start Date
1/1/2019

Project Period End Date
12/31/2019

Total Program Budget (Auto-filled)
$53923.93

Requested grant cost including indirect (Auto-filled)
$32068.63

Submitted By
Tiffany Mower (/apex/ProfileRedirect?id=005t0000001gSJyAAM)

Attachments
Manage Attachments

Submitted On
10/10/2018 04:00 PM

Will the agency use indirect grant cost? (Please review the indirect cost form attachment very carefully before declaring)
No

Project Abstract

Project Description
Strengthen law enforcement response to violence against women crimes.

Clone Application

Application- City of LaVerkin

Clone Application (/a0tt0000000hiC0AAI?isdtp=vw)

ID	Applicant Organization	Status	Days Left
AP--209	LaVerkin City Police	Submitted to Grantor	0

External Organization apply for the Funding Opportunity Announcement (FOA) by creating an application. Created application is internally reviewed b...view more

Overview | Revisions | Attachments | History

Financial Information

Match Percentage
68.15

Application Budget

Print Application Budget

Please click the (+) sign below to insert the budget details.

	Support Year	Budget Period	Start Date	End Date	Actions
⊖	BP-01	Fiscal Year(2019-2019)	01/01/2019	12/31/2019	| Edit

⊖ Proposed Uses of Total Funds Application Budget(9)

#	Category Name	Grant	In-Kind match	Cash Match	Total	Actions
1	Personnel	$27,840.80	$0.00	$0.00	$27,840.80	
2	Fringe Benefits	$3,702.83	$0.00	$0.00	$3,702.83	
3	Travel	$0.00	$0.00	$0.00	$0.00	
4	Equipment	$0.00	$18,650.30	$0.00	$18,650.30	
5	Supplies	$0.00	$0.00	$2,860.00	$2,860.00	
6	Contracted Fees	$0.00	$0.00	$0.00	$0.00	
7	Training	$525.00	$0.00	$345.00	$870.00	
8	Other	$0.00	$0.00	$0.00	$0.00	
9	Indirect Costs	$0.00	$0.00	$0.00	$0.00	
	Total	$32,068.63	$18,650.30	$3,205.00	$53,923.93	

Clone Application

Add Line Items

(1) List each Grant funded employee by name; put "NEW" if employee has not yet been hired
(2) List the total number of hours this employee works at your agency
(3) Identify the Grant funded employee's position/title
(4) Indicate the number of Grant funded hours the employee will spend on the project(These are the number of hours you are requesting Grant to pay)
(5) Indicate the hourly rate of reimbursement
Include only those employees assigned to the program and whose salaries are paid with STOP Grant Formula grant monies
NOTE: Each agency will be required to keep detailed documentation of Grant Personnel & Fringe Benefit expenditures(e. g. time-sheets, check stubs, activity log, etc.)

Application City of LaVerkin

Clone Application (/a0tt0000000hiC0AAI?isdtp=vw)

ID	Applicant Organization	Status	Days Left
AP--209	LaVerkin City Police	Submitted to Grantor	0

PERSONNEL

Ex

Name	Total # of Agency Hours	Title	Requested Grant Funded Hours	Hourly Rate	Total Salary	Type	Actions
New Hire	1,040	Specialized Detective	1,040	$26.77	$27,840.80	Federal	

68.15

Application Budget

Print Application Budget

Please click the (+) sign below to insert the budget details.

Support Year	Budget Period	Start Date	End Date	Actions
BP-01	Fiscal Year(2019-2019)	01/01/2019	12/31/2019	| Edit

Proposed Uses of Total Funds Application Budget(9)

#	Category Name	Grant	In-Kind match	Cash Match	Total	Actions
1	Personnel	$27,840.80	$0.00	$0.00	$27,840.80	
2	Fringe Benefits	$3,702.83	$0.00	$0.00	$3,702.83	
3	Travel	$0.00	$0.00	$0.00	$0.00	
4	Equipment	$0.00	$18,650.30	$0.00	$18,650.30	
5	Supplies	$0.00	$0.00	$2,860.00	$2,860.00	
6	Contracted Fees	$0.00	$0.00	$0.00	$0.00	
7	Training	$525.00	$0.00	$345.00	$870.00	
8	Other	$0.00	$0.00	$0.00	$0.00	
9	Indirect Costs	$0.00	$0.00	$0.00	$0.00	
	Total	$32,068.63	$18,650.30	$3,205.00	$53,923.93	

- Additional Resources! Truck (Reserve) / Radio / office Space

Clone Application

Preview

(/a0tt0000000hiG1AAI?isdtp=vw)

▲ Required VAWA Questions

1. Type of organization (Choose the ONE that best applies to your organization)

Other Organization Type

2. Is this a faith-based organization?

3. Is this a culturally specific community-based organization?

4. Will this project specifically address tribal populations?

If yes, which tribes/nations:

▲ 5. What percentage of your VAWA Program subgrant will be directed to each of these areas?

Domestic Violence | Stalking | Sexual Assault | Dating Violence

Total

▲ 6. Report the total number of FTE staff to be funded by this VAWA program

Name	The Percentage of FTE	Actions

Total Records: undefined

▲ 7. VAWA PROGRAM PURPOSES

Which VAWA program purposes will this program address?

1. Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, stalking, and dating violence, including the use of nonimmigrant status under subparagraphs (U) and (T) of section 101(a)(15) of the Immigration and Nationality Act (8 U.S.C. 1101(a));

2. Developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence;

3. Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence, as well as the appropriate treatment of victims;

4. Developing, installing, or expanding data collection and communication systems, including computerized systems, linking police, prosecutors, and courts or for the purpose of identifying, classifying, and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence;

5. Developing, enlarging, or strengthening victim services and legal assistance programs, including sexual assault, domestic violence, stalking, and dating violence programs, developing or improving delivery of victim services to underserved populations, providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of sexual assault, dating violence, stalking, and domestic violence;

6. Developing, enlarging, or strengthening programs addressing the needs and circumstances of Indian tribes in dealing with violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence.

7. Supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by State funds, to coordinate the response of state law

enforcement agencies, prosecutors, courts, victim services agencies, and other state agencies and departments, to violent crimes against women, including the crimes of sexual assault, domestic violence, stalking, and dating violence

8. Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault;

9. Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of domestic violence, dating violence, stalking, or sexual assault, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, and other victim services to such older and disabled individuals;

10. Providing assistance to victims of domestic violence and sexual assault in immigration matters;

11. Maintaining core victim services and criminal justice initiatives, while supporting complementary new initiatives and emergency services for victims and their families.

12. Supporting the placement of special victim assistants (to be known as "Jessica Gonzales Victim Assistants") in local law enforcement agencies to serve as liaisons between victims of domestic violence, dating violence, sexual assault, and stalking and personnel in local law enforcement agencies in order to improve the enforcement of protection orders. Jessica Gonzales Victim Assistants shall have expertise in domestic violence, dating violence, sexual assault, or stalking and may undertake the following activities— (A) developing, in collaboration with prosecutors, courts, and victim service providers, standardized response policies for local law enforcement agencies, including the use of evidence-based indicators to assess the risk of domestic and dating violence homicide and prioritize dangerous or potentially lethal cases; (B) notifying persons seeking enforcement of protection orders as to what responses will be provided by the relevant law enforcement agency; (C) referring persons seeking enforcement of protection orders to supplementary services (such as emergency shelter programs, hotlines, or legal assistance services); and (D) taking other appropriate action to assist or secure the safety of the person seeking enforcement of a protection order.

13. Providing funding to law enforcement agencies, victim services providers, and state, tribal, territorial, and local governments (which funding stream shall be known as the Crystal Judson Domestic Violence Protocol Program) to promote— (A) the development and implementation of training for local victim domestic violence service providers, and to fund victim services personnel, to be known as "Crystal Judson Victim Advocates," to provide supportive services and advocacy for victims of domestic violence committed by law enforcement personnel; (B) the implementation of protocols within law enforcement agencies to ensure consistent and effective responses to the commission of domestic violence by personnel within such agencies such as the model policy promulgated by the International Association of Chiefs of Police ("Domestic Violence by Police Officers: A Policy of the IACP, Police Response to Violence Against Women Project" July 2003); and (C) the development of such protocols in collaboration with state, tribal, territorial and local victim services providers and domestic violence coalitions. Note: Any law enforcement, state, tribal, territorial, or local government agency receiving funding under the Crystal Judson Domestic Violence Protocol Program shall, on an annual basis, receive additional training on the topic of incidents of domestic violence committed by law enforcement personnel from domestic violence and sexual assault nonprofit organizations and, after a period of two years, provide a report of the adopted protocol to the Department, including a summary of progress in implementing such protocol. As such, states and territories are responsible for ensuring that each subgrantee receiving funds under this purpose area will receive the required annual training. States are also responsible for ensuring that subgrantees submit their two-year report to the Department. States and territories must notify and provide OVW with a list of subgrantee recipients awarded STOP funds under the Crystal Judson Domestic Violence Protocol Program.

14. Developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking.

15. Developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault.

16. Developing and strengthening policies, protocols, best practices, and training for law enforcement agencies and prosecutors relating to the investigation and prosecution of sexual assault cases and the appropriate treatment of victims.

17. Developing, enlarging or strengthening programs addressing sexual assault against men, women, and youth in correctional or detention settings.

18. Identifying and conducting inventories of backlogs of sexual assault evidence collection kits and developing protocols and policies for responding to and addressing such backlogs, including protocols and policies for notifying and involving victims.

19. Developing, enlarging, or strengthening programs and projects to provide services and responses to male and female victims of domestic violence, dating violence, sexual assault, or stalking, whose ability to access traditional services and responses is affected by their sexual orientation or gender identity, as defined in sec 249(c) of title 18, US Code

20. Developing, enhancing, or strengthening prevention and educational programming to address domestic violence, dating violence, sexual assault, or stalking, with not more than 5 percent of the amount allocated to a state to be used for this purpose.

Choose all VAWA program purposes that apply

▲ 8. Will VAWA funds be used for training?

Will VAWA funds be used for training? If no, then skip questions 9 and 10

How many training events will be provided?

▲ 9. How many people will be trained using VAWA funds? ℹ

UTAH grants

FN-02938

STATEMENT OF PROBLEM, NEED AND TARGET POPULATION

STATEMENT OF PROBLEM, NEED AND TARGET POPULATION

The purpose of this section is to develop a clear, concise picture of the problem.

1.Describe the geographical area to be served by the program.

Laverkin is located within the Eastern half of Washington County. It encompasses 16.1 square miles. It contains the southernmost highway junction to Zion Nation Park, It is home to the Pah Tempe hot springs. The City contains 3 hotels, and 3 private schools for troubled youth. as well as a local elementary school. Higher grades attend schools in neighboring Hurricane. As of the 2010 U.S. Census the population is approximate at 4,060 people, but with the currently influx of construction, and people moving to the area that number is quite low to current housing trends. U.S. Census population estimates for 2017 show LaVerkin at 4,345. Along with the resident population the area boasts a tourist population averaging at 4.3 million coming to Zion National Park and area Parks as lodging near the park reaches capacity nightly during the tourist season, it brings visitors into LaVerkin selling out current hotels in the area nightly. There are currently three more hotels that are being built in LaVerkin to handle the influx of tourists. As well as seasonal employees of the park living in the area. LaVerkin economically is known for cheaper rentals with two trailer communities in the city. Laverkin also has BLM land that has numerous tent cities that pop up within the city's unincorporated areas (BLM)

2. Discuss the nature and scope of the problem in your program service area. If the problem is the result of many factors, these factors should be analyzed and discussed. Provide statistical information such as violent crime rates, trends and requests in services, etc.

Please see attached study done by the Police Department.

The LaVerkin Police Department consists of 4 Law enforcement personnel. This includes the Chief of Police who handles all administrative duties, and 3 full time officers. The three patrol officers are responsible for all calls that come into LaVerkin during their shift. There is no investigative division for LaVerkin Police department, which means that any case that comes in is handled as a Patrol issue, and limited amount time is available for patrol to handle without having to call in back up from the Washington County Sheriff's office to cover while Patrol investigates. At any given time, there is only one patrol officer on duty to maintain a law enforcement presence within the city. When a major crime comes into the department, the patrol officer would have to handle the call, leaving other offenses to wait. This creates a burden on the department to cover other cases as well as meaning, that if an investigation has to be done it could take at least 3 times as long, due to the officer handling the case has patrol duties as well as investigating major crimes that come into the city. One Sex Offense case alone takes a patrol officer a minimum of 40 hours to initially take the call, investigate, draft report, search warrant, execute search Warrant and complete investigation not including court. In 2018 our jurisdiction had 44 Domestic Violence incidents, 10 Sex offenses, 13 calls of Stalking/Harassment,

3.Describe victim needs in the given service location.

Victims need to have access to qualified detectives that their sole responsibility is to investigate the crime and bring the offender to justice in a timely manner without re traumatizing the victim. Victims need to have specialized individuals who are trained specifically on how to handle their individual case, and not just a general view of crime. Victims need a point of contact for their case, instead of calling into a department and leaving a voicemail and wait for a patrol officer to come on shift and have time to call them back. Victims need specialized individuals who know the resources available, and can refer out, so that victims know they are going to get help.

4.List and describe the barriers to victim service and safety within your agency and within your community.

The LaVerkin Police Department has no investigative division. The department works off of patrol officers that based on case load can not adequately investigate violent crime due to the departmental constraints. For a long time there have been individuals that come into LaVerkin and can engage in criminal activity without being caught. Criminals and fugitives are also being released and are back on our streets due to the low rent index within the county. Those who know LaVerkin know they can pull off this criminal activity because the department does not have a 24/7 police department so with insufficient law enforcement presences, our crime index is higher than other agencies in the area, which leads to more victims whose cases cannot be adequately investigated due to the constraints of the department. Victims deserve more quality investigations from a qualified detective.

5.Indicate the group(s) of victims the program will target for its services.

Rural area victims, Victims of Domestic Violence, Dating Violence, Stalking, Rape, and Sex offenses, within LaVerkin city will be the target for these services, as well as victims that no longer live in LaVerkin but have Code R kits that were conducted within our jurisdiction that have now been processed after years of back log and now show indications.

UTAH grants

Program Expenditure Comparison Summary

PROGRAM EXPENDITURE COMPARISON SUMMARY

Declaration

Was your agency funded during the 2017 VAWA Program Year? If yes, Please click Check Box

checked

Comparison Summary

Budget Category	Last Year's Project	This Year's Request	Difference
Other	$0	$0	$0
Equipment	$0	$0	$0
Personnel	$0	$27,840.8	$27,840.8
Supplies	$0	$0	$0
Fringe Benefits	$0	$3,702.83	$3,702.83
Travel	$0	$0	$0
Training	$0	$525	$525
Contracted Fees	$0	$0	$0
Total	0	32,068.63	32,068.63

Last year's Personnel 2017 VAWA Funded Costs.

VAWA Funded Employee	Agency Hours	VAWA funded hrs	Hourly Rate	Total Salary	Benefit%	Total VAWA Funded Benefit	TOTAL VAWA (Salary & Benefit)
Total							

Justify:

Justify (in detail) the differences in expenses incurred during 2017 and those anticipated during 2018. Be sure to include reasons for the increases and clarify any possible supplanting issues.

UTAH grants

FN-02749

PROGRAM PLAN AND EVALUATION

PROGRAM PLAN AND EVALUATION

This section should describe in detail how the project will be implemented.

- Give a broad statement of the program's goal(s)
  - Example: to reduce trauma experienced by domestic violence victims as they participate in the criminal justice system).
- Clearly define, in measurable terms, the objectives of the program. These objectives must be related to the need defined in narrative section A.
  - Example of measurable terms: provide crisis intervention services to 250 domestic violence victims at the scene of the crime. (Be sure to include what objective is measuring, i.e. services, trainings, sessions)
  - Indicate the number that each objective will serve per quarter. Total of the 4 quarters should equal the total number you anticipate achieving for the year.
- Describe what activities/methods will be used to solve the problem(s) to meet the objectives
  - Example: if the objective is to provide individual counseling to victims of D.V. to help victims cope, avoid, survive, and/or overcome the violence, then an appropriate activity/method would be to schedule weekly counseling sessions and develop action plans to help victims outline goals and use resources, such as law enforcement, UOVC, etc.
- Indicate how the program will monitor and evaluate each objective.
- Create a time-line indicating when each critical activity/method element will be achieved during the grant period.
- This part should include specific strategies, approaches, and innovations that will be used to implement the project. The implementing strategy is required for each goal.

Please indicate at least one goal with three objectives

Goal Objective Indicator
Yes

Goals & Objectives

Type	Description
Goal	Improve and strengthen LaVerkin City Police response to violence against women crimes by developing and maintaining a specialized detective.

Type	Description	Indicate the quantitative amount this objective will serve	Other Questions
Objective	The specialized detective will enhance effective investigations by focusing on domestic violence, dating violence, sexual assault and stalking cases.		Quantitative Number Measures: Law enforcement services provided Other: N/A Objective Description: The specialized detective will enhance effective investigations by focusing on domestic violence, dating violence, sexual assault and stalking cases. Activities And Methods: *Respond to domestic violence, dating violence, sexual assault case, and stalking reports, investigate case, and ensure case is properly handled for case to go to prosecution. *Follow up with victim after initial report and through the court process to ensure positive, active participation by the victim. *specialized detective will work with victim advocate to create a collaboration on cases to ensure victim is received services. Indicate How You Will Measure The Effectiveness Of This Goal: Cases will be kept on a daily basis. Reports will be collated weekly and monthly to show areas of significant impact and be provided to the director for review of performance.

Objective	The specialized detective will enhance effective response by enforcing protective orders and jail release no contact orders and by arresting offenders who violate those orders.		Quantitative Number Measures: Law enforcement services provided Other: N/A Objective Description: The specialized detective will enhance effective response by enforcing protective orders and jail release no contact orders and by arresting offenders who violate those orders. Activities And Methods: The specialized detective will investigate cases where violations are reported. Make an arrest or issue citation to offender. Collaborate with prosecution to ensure violations are properly filed, and prosecuted. Indicate How You Will Measure The Effectiveness Of This Goal: Records will be kept on a weekly basis, stats will be collated and graphed to show areas of significant impact and be provided to director for review.
Objective	The specialized detective will ensure that all Code-R kits are submitted to the crime lab in a timely manner.		Quantitative Number Measures: Number of victims served Other: N/A Objective Description: The specialized detective will ensure that all Code-R kits are submitted to the crime lab in a timely manner. Activities And Methods: Specialized detective will be tasked with responding to the hospital to pick up Code-R kit. Submit the kit to the State lab. Follow up with victims after submitting kit to give any information they need to track their kit. Indicate How You Will Measure The Effectiveness Of This Goal: Records will be kept to track the cases moving through the lab, as well as the previous kits that have come back. Records will be kept to track victim's cases as they progress through investigation. Records will be kept to ensure services rendered to victim through collaboration with victim advocate.

Goal: Improve and strengthen law enforcement response to high-risk victims by collaborating with victim-serving community partners.

Type	Description	Indicate the quantitative amount this objective will serve	Other Questions
Objective	The specialized detective will attend quarterly SART meetings to ensure protocol for sexual assault victims is followed.		Quantitative Number Measures: Meetings Other: N/A Objective Description: The specialized detective will attend quarterly SART meetings to ensure protocol for sexual assault victims is followed. Activities And Methods: * Attend all meetings for SART * Provide information for round table to ensure protocol is being followed. * Lead case review during SART Indicate How You Will Measure The Effectiveness Of This Goal: Meeting minutes will be collected and kept, to show how input was addressed, and if protocol issues were resolved after the meeting. Attendance participation will be kept.
			Quantitative Number Measures: Meetings Other: N/A Objective Description: The specialized detective will attend monthly Multi-Disciplinary Team meeting at the Washington county

Objective	The specialized detective will attend monthly Multi-Disciplinary Team meeting at the Washington county Children's justice center to ensure child abuse cases are tracked through out entirety.	Children's justice center to ensure child abuse cases are tracked through out entirety. Activities And Methods: *Attend any and all meetings for the Multi-Disciplinary Team. * Provide feedback and input to team members on cases within the program area. * Create plans of actions with members for cases that have systematically paused and resolve issues with cases moving forward. Indicate How You Will Measure The Effectiveness Of This Goal: Meeting minutes will be kept pertaining to each meeting attended. Records will be kept to tack cases that are moving through the team that pertain to the program area.
Objective	The specialized detective will work closely with the Eastern Washington county victim services program to ensure that high-risk victims receive a customized breadth of services.	Quantitative Number Measures: Number of victims served Other: N/A Objective Description: The specialized detective will work closely with the Eastern Washington county victim services program to ensure that high-risk victims receive a customized breadth of services. Activities And Methods: *Meet weekly with victim services to discuss case and victim status. *Coordinate with victim services to meet with victims together in the victim soft room located at LaVerkin Police to have a united front for services. Indicate How You Will Measure The Effectiveness Of This Goal: Records will be kept to track cases moving through specialized detective's case load, as well as services that are being utilized by the victims.

Goal: Improve the ability of law enforcement to more effectively respond to undeserved victims.

Type	Description	Indicate the quantitative amount this objective will serve	Other Questions
Objective	The specialized detective will facilitate training for the LaVerkin Police Department law enforcement officers to enhance under- served populations, cultural, and racial sensitivity and awareness for victims of Domestic Violence and Dating Violence		Quantitative Number Measures: Number of trainings provided Other: N/A Objective Description: The specialized detective will facilitate training for the LaVerkin Police Department law enforcement officers to enhance under- served populations, cultural, and racial sensitivity and awareness for victims of Domestic Violence and Dating Violence Activities And Methods: *Hold semi quarterly training during department meetings about under-served populations, as well as best practices for working with *Conduct case review for VAWA eligible cases to ensure officer accountability for working with victims. Indicate How You Will Measure The Effectiveness Of This Goal: Department meeting agendas and minutes will be kept and collated to measure effectiveness of training. Records will be kept for quarterly review by the director of the program and provided to the governing council.
Objective			Quantitative Number Measures: Number of trainings provided Other: N/A Objective Description: The specialized detective will facilitate training for the LaVerkin Police Department law enforcement officers to enhance under- served populations, cultural, and racial sensitivity and awareness for victims of Rape and Sexual Assault

	The specialized detective will facilitate training for the LaVerkin Police Department law enforcement officers to enhance under- served populations, cultural, and racial sensitivity and awareness for victims of Rape and Sexual Assault		Activities And Methods: *Hold training during monthly department meetings about best practices for working with victims of Rape and Sexual Assault *Conduct case review for VAWA eligible cases to ensure officer accountability for working with victims. Indicate How You Will Measure The Effectiveness Of This Goal: Department meeting agendas and minutes will be kept and collated to measure effectiveness of training. Records will be kept for quarterly review by the director of the program and provided to the governing council.
Objective	The specialized detective will facilitate training for the LaVerkin Police Department law enforcement officers to enhance under- served populations, cultural, and racial sensitivity and awareness for victims of Stalking.		Quantitative Number Measures: Number of trainings provided Other: N/A Objective Description: The specialized detective will facilitate training for the LaVerkin Police Department law enforcement officers to enhance under- served populations, cultural, and racial sensitivity and awareness for victims of Stalking. Activities And Methods: *Hold training during monthly department meetings about best practices for working with victims of Stalking. *Conduct case review for VAWA eligible cases to ensure officer accountability for working with victims. Indicate How You Will Measure The Effectiveness Of This Goal: Department meeting agendas and minutes will be kept and collated to measure effectiveness of training. Records will be kept for quarterly review by the director of the program and provided to the governing council.

COLLABORATION WITH ALLIED PROFESSIONALS

Describe your agency's collaborative efforts to coordinate the response of law enforcement, prosecutors, courts, victim services and other agencies to end violence against women.

Clearly state what the purpose/focus of the collaborative project will be. Please be sure to include why your agency has chosen this project and the system or target population that is the focus of the project.

Description

Our Collaborative partners will help us with the initiative to process all sexual assault kits in a timely manner, and make contact with victims that have kits that have come back with DNA identification to follow up with victims who do not know that their kits have come back. Our target population will be sexual assault victims who have kits that recently have come back. We will work with the SART team, Washington County Attorney's offices, and other law enforcement agencies to create an open dialogue to follow up with victims that now have kits processed.

*Attach THREE LETTERS (3) from your identified collaborative partners, indicating their willingness to collaborate, ensure victim safety, and hold the perpetrator accountable.

Attachments

Attachment Name	Type	Description	Last Modified	Owner
hurricane letter of collaboration.pdf	Letter of Collaboration I (Mandatory)	Hurricane City Police Investigations division	1/3/2019 3:24 PM	Tiffany Mower
Springdale Collab letter.pdf	Letter of Collaboration II (Mandatory)	Springdale Police Department Collaboration letter	1/7/2019 8:14 AM	Tiffany Mower
Santa Clara Ivins Letter of Collab.pdf	Letter of Collaboration III (Mandatory)	Santa Clara Ivins Letter	1/8/2019 11:13 AM	Tiffany Mower

LaVerkin City Police Department
Job Description

Title: Specialized Detective -VAWA
STEP and Grade - 6
Effective Date: January 2019

GENERAL PURPOSE

Performs a variety of **advanced and full performance technical** law enforcement duties related to enforcing the laws, maintaining the peace and protecting the citizens of LaVerkin City

SUPERVISION RECEIVED

Works under the general supervision of the Chief of Police

SUPERVISION EXERCISED

May provide close to general supervision to less experience officers while in training or on a case-by-case basis. *Point of contact on crimes against women, Sex offenses, Stalking*

ESSENTIAL FUNCTIONS (Performs some or all of the following)

Patrol: Enforces all applicable city, state and federal laws and ordinances by apprehending, citing and arresting violators a appropriate; investigates criminal activity, gathers evidence, interviews victims, witnesses and suspects and takes appropriate action to solve case and to bring suspects before proper judicial process; investigates traffic accidents, enforces traffic and parking violations; directs traffic and assists motorists as needed; serves warrants, processes, notices, summons and subpoenas and keeps records of disposition.

Responds to calls for service and renders aid to victims of Domestic Violence, Sexual Assault, and Stalking.

Completes detailed and accurate reports of daily activities, criminal cases, arrests, accidents and other cases as appropriate, present's evidence and testimony in court and other hearing as required.

Operates police vehicle and other department equipment in a manner that will maximize its life span an will provide the utmost safety for the officer and the public; maintains visible presence to deter and prevent crime;

Performs ongoing public relations to enhance the image of the department within the community; as assigned, represents the department by speaking at public meetings and schools to educate and inform citizens; presents a professional image in both appearance and demeanor.

Crime prevention:

Educates public regarding effective action through organized community efforts; develops and delivers domestic violence, stalking, sexual assault, and child abuse prevention programs.

Investigations: Conducts entry level investigations on all major felony cases; handles rape and Domestic Violence homicide cases; investigates, follow-up and insures completion of all Domestic Violence, Sexual Assault, and Stalking cases; conducts research and pursues clues, make's telephone calls, tracts criminal histories, secures existing data information on suspects, Performs surveillance; obtains search warrants; works closely with City and County attorney concerning legalities involved in certain cases, arrests; prepares facts, information, evidence and statements for court proceedings; secures witnesses and testimonies; prepares visual diagrams of the scene of crime as deemed necessary assists attorneys in the preparation of court cases, extraditions; testifies in court when necessary.

Performs related duties as required.

MINIMUM QUALIFICATIONS

1. Education and experience:

A. Officer in Good Standing,
B. Have a minimum of "Meets Expectation's" on most current Evaluation,
C. Department Approved Advanced Officer Training Courses,
D. Department Approved Crime Scene Investigator's Course.

AND

G. Two (2) years' experience as a police officer;

OR

H. An equivalent combination of education and experience.

2. Essential Knowledge, Skills and Abilities:

Considerable knowledge of modern law enforcement principles, procedures, techniques and equipment, applicable Federal, State County and City laws and ordinances and departmental rules and regulations; NCIC, UCR/IBR codes and there proper application; methods of arrest; legal liabilities associated with arrest and law enforcement; practices and procedures for emergency vehicle operation; specialized equipment such as that needed to document field sobriety tests, radar, radio, camera, finger printing, evidence

UTAH *grants*

ADDITIONAL RESOURCES

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ADDITIONAL RESOURCES

This section of the application should describe the sources and amounts of non-VAWA funding or resources that will be available from other sources. Applicants are encouraged to leverage other resources, including Federal, State, Local or Private, in support of this project.

1) List available resources in DESCENDING ORDER (largest contribution to smallest).
2) Indicate the contribution amount. If a monetary value cannot be established, put a zero in the 'amount' box and and provide an explanation in the resource description section.
3) Specify the status of funding by checking the applicable box (Federal, State, Local or Private)
4) Describe how each resource will be used. Include the anticipated funding duration. If no other resources are available, check the box below and provide an explanation in the resource description section.

DO NOT LEAVE THIS SECTION BLANK

Mark 'no' ONLY if no other resources are available.
checked

Additional Source

SOURCE DESCRIPTION	Amount	Start Date	End Date	Source Type
LaVerkin City	$12,438.4	1/1/2019	6/30/2019	Local

Resource Description Section:

Resource Description Section: Describe how these resources will be used in the box below:
These are funds that will be used so that LaVerkin city can meet their match for the VAWA Grant. The budget year goes from Jul-Dec.

AGENCY BUDGET

Attach your agency's current fiscal budget. Highlight where your program's financial resources are documented.

Attachment

Attachment Name	Type	Description	Last Modified	Owner
2018 City Budget LAV (1).pdf	Current Agency Budget	Agency Budget LaVerkin City	10/4/2018 10:15 AM	Tiffany Mower

UTAH *grants*

VAWA Grant Conditions

VAWA Grant Conditions

VAWA Grant Conditions

GRANT CONDITIONS

1. Compensation and Method of Payment. The Utah Office for Victims of Crime will reimburse the sub grantee for the Federal share of approved program expenditures on a monthly or quarterly basis as financial status reports are submitted and approved up to the amount of approved Federal expenditures.

2. Reports. The sub grantee shall submit, at such times and in such form as may be prescribed, such reports as the Utah Office for Victims of Crime may reasonably require, including at least four (4) quarterly financial and progress reports, and final financial and narrative reports. Quarterly financial and progress reports shall be received no later than 30 days after each quarter ends. Quarter ending dates: March 31, June 30, September 30, and December 31. **ANNUAL Reports** must be received no later than **30 days** after the ending date of the project

3. Report to Governing Entity. The sub grantee shall give two reports during the program year to the local, state, or non-profit governing entity (city council, county commission, board of directors) receiving the grant funds. The reports will include crime categories under which crime victims are served, types of services provided, and program accomplishments as described under contract "Section E: Record of Providing Effective Services", in the quarterly progress reports and in the Muskie Annual Progress Report. VAWA-funded personnel shall participate in the report presentations. Completion of this requirement will be verified and reported in a quarterly progress report.

4. Audit Reports. Subgrantees are to have annual examinations in the form of audits. These audits will be submitted to Utah Office for Victims of Crime with any Management Letters no less than one month after completion of the audit. Local governments have 180 days after the end of their fiscal year to complete their audits while all other subgrantees have nine months to complete their audit. The audits must conform with OMB Circular A-133 and contain grant information in the Schedule of Federal Financial Assistance. During the audit process, either the subgrantee or the auditor will send the Utah Office for Victims of Crime a verification letter to confirm grant payments. The audit threshold is $750,000 of total federal assistance expenditures made in the grantee's fiscal year.

5. Matching Funds. Subgrantees must provide adequate cash or in-kind match to defray at least twenty-five percent (25%) of the total costs of establishing and operating the program. This amount must be expended during the program period. The match must be funds that were not heretofore available for program efforts, but may include forfeited assets. The 25% match requirement may be computed by dividing the amount of the Federal funds requested by three (award ÷ 3=match). Victim Service (Non-profit Organizations) are exempt from this requirement.

6. Utilization and Payment of Funds. Funds awarded are to be expended only for purposes and activities covered by subgrantee's approved project activities and budget. Project funds will be made available in accordance with provisions as prescribed by the Utah Office for Victims of Crime. The subgrantee agrees to return to the Utah Office for Victims of Crime all unexpended Federal funds provided hereunder within 60 days of termination of the subgrant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.

7. Obligation of Grant Funds. Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

8. Expenses Not Allowable. The following is a list of activities that are unallowable and cannot be supported by OVW STOP Formula Grant Program funding, project funds may not be expended for: (a) items not part of the approved budget or separately approved by the Utah Office for Victims of Crime; (b) the purchase of land; (c) construction projects; (d) indirect or overhead cost rates which have not been approved by the federal government. Expenditure of funds in excess of ten percent (10%) of the amount budgeted per budget category will be permitted only with prior written approval from the Utah Office for Victims of Crime (e) lobbying (except with explicit statutory authorization) (f) Fundraising (g) Purchase of real property (h) physical modifications to buildings, including minor renovations (such as painting or carpeting)

9. Termination of Aid. If through any cause the subgrantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the subgrant agreement, or substantially fails to comply with the Violent Crime Control and Law Enforcement Act of 1994 reauthorized through the Victims of Trafficking and Violent Protection Act of 2000, and again reauthorized in 2013; and any regulations promulgated under these laws, as determined by the UOVC, then the UOVC shall have the right to terminate the subgrant agreement or to suspend fund payments by giving written notice to the subgrantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action. In such event, all finished and unfinished