

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, March 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. Appointments:

1. Appointments to Boards, Commissions, and Committees

C. Presentation:

1. La Verkin City Royalty
2. Victim Service Coordinator-Tiffany Mower

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

1. Declarations of conflict of interest
2. Minutes: February 20, 2019 regular meeting minutes.

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

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

G. Business:

1. Discussion and possible action on the Capital Improvement Priority List.
2. Discussion and possible action to approve Proclamation 2019-01; a proclamation designating April 26, 2019 as Arbor Day for the City of La Verkin.
3. Discussion and possible action to approve Resolution No. R-2019-08; a resolution adopting a Memorandum of Understanding in support of the creation and maintenance of a County-Wide shared Adult Forensic Interviewer Program and the County's request for a grant to provide funding therefore.
4. Discussion and possible action to approve Resolution No. R-2019-09; a resolution adopting, approving, and authorizing the Mayor's signature on the Washington County Water Conservancy District revised Regional Water Supply Agreement (2019); and establishing an effective date.

H. 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

I. 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 March 1, 2019.
Christy Ballard, City Recorder

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La Verkin City Council Meeting Minutes

Wednesday, February 20, 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 and Randy Reeve; Staff: Kyle Gubler, Derek Imlay, Kevin Bennett, Chief Ben Lee and Christy Ballard; Public: Brian Stewart, John Valenti, Tiffany Mower, Jarom Healey, and Pat Ashcraft.

Councilman Micah Gubler was excused.

A. Called to Order – Invocation and the Pledge of Allegiance were given by Chief Ben Lee at 6:00pm.

Mayor Hirschi commented on how nice State Street looked on President's Day with all the flags out.

Councilman Justice stated he appreciates that the flags come down before dark.

B. Appointments:

Planning Commission: Matt Juluson-5-year reappointment, Sherman Howard-5-year reappointment, Brittney Stewart- 1-year alternate and Gary McKell-1-year alternate reappointment.

There are still two openings for the Board of Adjustments and one for the Board of Appeals if anyone is interested.

Motion was made by Councilwoman Patricia Wise to accept the appointments as listed, second by Councilman Randy Reeve. Wilson-yes, Wise-yes, Justice-yes, Reeve-yes. Motion carried unanimously.

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: February 6, 2019 regular meeting minutes.
3. Review Invoices and Checks: \$153,124.29

Motion was made by Councilman Kelly Wilson to approve the consent agenda as written including the minutes of the February 6, 2019 regular meeting and invoices and checks in the amount of \$153,124.29, second by Councilwoman Patricia Wise. Roll Call Vote: Reeve-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

D. Committee Reports:

1. Fire District- No meeting.
2. Sewer Board-They meet next week.
3. Planning Commission-Councilwoman Wise reported on the February 13th meeting. There were two public hearings, one for Apricot Acres, which is on this agenda and one for the vacation rental percentage limitation which is also on this agenda.
4. Water Board-The next meeting is 3:00pm Wednesday, February 27th.

E. Citizen Comment & Request for Future Agenda Items:

Pat Ashcraft-She lives on north Main Street and they have a problem with large trucks hauling dirt. The dust just rolls. She has contacted Chief Lee who said he would contact the foreman. The truck drivers all followed the 25mph speed limit, which was very nice, for about 3 hours and then it went back to how it was. The drivers all speed down Main Street which causes the dust to fly. She feels that speed limit signs would help. There is currently only one and it is in bad shape. The traffic is getting out of control.

There is one person without a muffler that sounds like a jet plan going down the street at 6:30am. And another individual sounds like a freight train speeding down the road in his sports car. She did go to that person's house to let him know he needed to slow down. He does go slow down the street and past her house but once he hits the cemetery, he "pours it on and you can hear him go clear through the City of La Verkin". Nobody does a thing about it. Several neighbors have told her not to complain because they could retaliate.

She feels if we had more police officers and put speed limit signs up it would help.

Derek explained the north end of Main Street is private property. It does not become a City road until the work has been completed and the City Council approves it.

Mayor Hirschi said he will have staff speak to Interstate Rock Products about the dust and cautioned Ms. Ashcraft about confronting individuals. She needs to get the information to the police and let them handle it.

Councilwoman Wise mentioned the large construction trucks that travel on Main Street are very loud and very fast.

Chief Lee said his department does do some extra patrolling in that area. He is also in the process of getting a radar-type trailer to monitor that area.

F. Public Hearing:

1. An ordinance amending Ordinance 2017-09 and providing for an exception to the salary/wage schedules provided therein with respect to grant-supported part-time employees.

Kyle explained this item would need to be approved before the VAWA grant could be accepted. The ordinance will increase the salary structure for grant funded, part-time employees only.

Chief Lee reported his concern was addressed under subsection C. This will cover employees covered by grants that pay at least 70% of the salary. This will cover the DUI enforcement grants and allow the City to be competitive in hiring for the VAWA grant.

Councilman Gubler spoke with him and stated he was in favor of this.

Kevin explained there is no subsection B because this ordinance is an amending ordinance that only covers the changes begin made to the original ordinance.

The public hearing was opened at 6:19pm

No comments were made.

The public hearing was closed at 6:20pm

G. Business:

1. Discussion and possible action to approve Ordinance No. 2019-02; an ordinance amending Ordinance 2017-09 and providing for an exception to the salary/wage schedules provided therein with respect to grant-supported part-time employees.

Chief Lee stated this will allow part-time employees whose salaries are funded at least 70% by a grant to be paid up to \$45 per hour.

Motion was made by Councilman Kelly Wilson to approve Ordinance No. 2019-02; an ordinance amending Ordinance 2017-09 and providing for an exception to the salary/wage schedules provided therein with respect to grant-supported part-time employees, second by Councilman Ray Justice. Roll Call Vote: Wilson-yes, Wise-yes, Justice-yes, Reeve-yes. Motion carried unanimously.

2. Discussion and possible action to accept the Violence Against Women Act (VAWA) Grant.

Chief Lee explained this grant gives the City a funded part-time position for a specialized investigator. With an in-kind match this grant will refund the City the entire cost of a 20 hour per week, part time employee, up to \$32,068.

Motion was made by Councilwoman Patricia Wise to accept the Violence Against Woman Act (VAWA) Grant as written, second by Councilman Ray Justice. Roll Call Vote: Reeve-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

3. Discussion and possible action to approve the amended subdivision preliminary plat of Apricot Acres providing for a flag lot of property with the Tax ID # LV-APA-3 and located west of the property at 420 West Center Street.

Derek explained the 4-lot subdivision is already approved, this request is to create a flag lot with one of the parcels.

Kyle reported the Planning Commission unanimously recommended approval.

Councilwoman Wise said there were some misunderstandings on the part of the surrounding property owners, but they were resolved. No comments were made during the public hearing last Wednesday.

Motion was made by Councilwoman Patricia Wise to approve the amended subdivision preliminary plat of Apricot Acres providing for a flag lot of property with the Tax ID # LV-APA-3 and located west of the property at 420 West Center Street, second by Councilman Kelly Wilson. Reeve-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

4. Discussion and possible action to approve Ordinance No. 2019-03; an ordinance amending the percentage limitation in section 10-7-20 of the La Verkin City Code relative to vacation rentals in residential zones.

Councilwoman Wise reported the Planning Commission was unanimous on their decision after Commissioner Juluson expressed some concern with the Council increasing the percentage to 10 only to lower it again to 7.5. She explained that things changed rapidly, and the Councilmembers requested this item be discussed and a public hearing held by the Planning Commission.

Mayor Hirschi pointed out several of the areas will be over the 7.5% and will have homes grandfathered in if this ordinance is passed.

The Councilmembers received an old version of the ordinance in their packet, so they were given the correct version that the Planning Commission approved.

Kevin went over the changes from the version in the packet and the correct one. This ordinance lowers the percentage cap and provides a process for a licensed vacation rental to be sold as a vacation rental in an area that has reached maximum capacity.

Councilwoman Wise asked how the City is going to enforce the stipulation that all vacation rentals need to pay transient tax each year to retain a license. She also asked where it is written in the ordinance that areas over the 7.5% who have licensed vacation rentals that sell, and the use is not continued in that home, those licenses are absorbed until the area is at the new percentage.

Kyle explained the State sends the total dollar amount of transient room tax paid. It does not break it down by businesses.

Christy said the City requires each short-term rental business to submit both a state sales tax and transient room tax number with the original business license application. The only way she knows to verify that taxes are being paid is if the City asks for proof with each renewal.

Kevin said tax collection is a state issue. The City doesn't verify with businesses that all taxes are current. To answer the other question, subsection 1 b states no VR use can be permitted and licensed which would cause the 7.5% limitation to be exceeded. Subsection 3 allows for the sale of a vacation rental to preserve the use in areas where the limitation has been reached.

Councilman Reeve said looking back he would have never voted to allow vacation rentals in our neighborhoods. They have caused us to lose our community and our identity as a town and as friends and neighbors. He would like to propose the City lower the cap even further to 5%.

Councilman Wilson said he would be in favor of lowering the cap to 5% after hearing most of the rentals are owned by investors and not local citizens.

Kevin said lowering it would require another public hearing. He pointed out on the map that most of the areas are maxed out or close to it, on licenses under the 10% cap.

Councilwoman Wise said she attended the Washington County Parade of Homes and all the ones in the surrounding area are being built as vacation rentals. She thinks the area is going reach a point of saturation and two things could happen. We could end up with vacant homes going derelict or we could end up with long term rentals for our residents. She would like to leave the percentage at 7.5%. If we manage areas 8 and 9 that have no building on them yet, we will be

okay. She does believe that we need to work diligently as a Council and City on code enforcement. She thinks the number of illegal vacation rentals are hurting the neighborhoods.

Councilman Justice stated he believes in the free enterprise system and that supply and demand will dictate the market. He is fine with leaving the cap at 10%.

Motion was made by Councilman Randy Reeve to approve Ordinance No. 2019-03, an ordinance amending the percentage limitation in section 10-7-20 of the La Verkin City Code relative to vacation rentals in residential zones to 7.5%, second by Councilman Kelly Wilson. Wilson-yes, Wise-yes, Justice-no, Reeve-yes. Motion passes.

5. Discussion and possible action to award the bid for the Main Street Safe Routes to Schools Project. Kyle explained the bid opening was today and it did not go as planned. The City will be working with Sunrise Engineering to resolve some issues. Hopefully it will be on the next agenda.

Motion was made Councilman Ray Justice to continue this item at the next meeting, second by Councilman Randy Reeve. Reeve-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

6. Discussion and possible action on the Capital Improvement Priority List.

Kyle mentioned Councilman Gubler asked for this item to be on the agenda and he is not here so if the Council would like to move it to the next meeting, he is fine with that.

He went over the list. Safe Routes to School is number 1 under Streets and Infrastructure. Number 2 is the other side of Main Street and that can be moved because the City did not receive enough grant money to do both sides.

There are multiple lists because money to accomplish these projects come from different areas.

Kyle passed out pictures of possible band shelters that have been suggested by several citizens for Wanlass Park. This item is not currently on the priority list. The money would come from RAP Tax money. Staff felt a semi enclosed stage would offer multiple uses such as concerts in the park and better views for programs.

The projects do not have to be done in order. The list is just a guideline.

Councilwoman Wise mentioned she would like the entire Council's input before any decisions are made but if Main Street will have sidewalk along one side, she would be inclined to let the other side of the street drop down in the priority list and move 100 South and 500 West up the list.

She asked Derek for an estimated cost for the 500 West project.

Derek explained the 300 West project was \$350,000. The 500 West road is longer and would require all the services be replaced including new meters, the water line replaced, the road widened and installation of curb and gutter. He estimated the cost being \$500,000-600,000.

Safe Routes to Schools will be offering another grant in 2019 that the City is going to apply for to possibly get the east side of Main Street done.

Councilman Wilson stated sometimes combining several smaller projects into one large project is cheaper than doing them individually.

Kyle reported there is legislation right now that if passed would require that money generated in specific counties, which Utah has seven mineral producing counties, would stay in that county. La Verkin would not be able to approach the CIB for grants or low interest loans.

Councilman Justice pointed out that maybe we should write to our representatives and remind them there are a lot of tourism tax dollars generated in Washington County that are spent throughout the rest of the State.

Councilman Reeve asked Derek what he thought the 100 South project would cost.

Derek replied it would be similar to the cost of the 300 West project, maybe a little more. This road affects the school kids where 500 West is a cul de sac.

Motion was made by Councilman Randy Reeve to move this item to the next agenda, second by Councilman Ray Justice. Wilson-yes, Wise-yes, Justice-yes, Reeve-yes. Motion carried unanimously.

7. Discussion and possible action to approve Resolution R-2019-07; a resolution providing for the ratification of Notice of bid and bid documents, and the award of a bid and approval of a contract, for the purchase and construction/erection of a pavilion in Riverwood Park.

Kyle reported this item has been bid out and they are ready to move forward once the Council ratifies the contract.

Garrett and Company's bid was half the amount of the next closest bid.

The money for this pavilion was included in the last budget amendment.

Motion was made by Councilwoman Patricia Wise to approve Resolution R-2019-07; a resolution providing for the ratification of Notice of bid and bid documents, and the award of a bid and approval of a contract to Garrett and Company, for the purchase and construction/erection of a pavilion in Riverwood Park, second by Councilman Kelly Wilson. Roll Call Vote: Wilson-yes, Wise-yes, Justice-yes, Reeve-yes. Motion carried unanimously.

8. Discussion and possible action to approve a donation to Zion Regional Collaborative (ZRC).

Kyle explained he and Councilwoman Wise attend the ZRC meeting which is a collaborative group that meets quarterly in Springdale. They discuss items impacting the Zion Canyon Corridor such as trails, tourism and the proposed transit system. They don't have any binding authority however each community, even Kanab and Kane County who is on the other side of Zion National Park, have representatives that attend. The ZRC has lost its funding from the University of Utah so they are asking for donations. The City has \$750-1,000 they could donate if the Council chose to.

Councilwoman Wise said she feels the ZRC, while it's not a binding group, does help protect the communities on the east side of the County. There is a lot of good information that comes from the ZRC. SITLA, the BLM and the National Forest Service all have representatives that attend this meeting. As a community that does reap the benefits of this meeting she would like to contribute. They need about \$7,000 dollars after a grant and large donation from Springdale so she would recommend La Verkin donate \$1,000.

Councilman Reeve asked where the money would come from.

Kyle said there is money in Community Development that could be used.

Councilman Justice said he has attended this meeting before and feels it is very important to maintain a positive relationship with the other communities along the Zion Canyon Corridor.

Mayor Hirschi is in favor of this donation.

Motion was made by Councilwoman Patricia Wise to donate \$1,000 to Zion Regional Collaborative to fund the continuation of the group, second by Councilman Ray Justice. Roll Call Vote: Reeve-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

H. Mayor & Council Reports:

Mayor Hirschi-There will be a budget retreat for the Councilmembers on March 2, 2019 at 8am at the city office building. The public is invited to attend.

Wilson-He has not had any meetings since the last Council meeting. There has been some conversation back and forth on S. B. 52 regarding secondary water metering to the end users. It has been a good thing that La Verkin has voiced their opinion against this item. This would put a huge burden on La Verkin. The cost would be a couple of million dollars which would cause the irrigation water rates to be like the culinary water rates. That would defeat the purpose of encouraging people to conserve culinary water by using irrigation water in their yard.

He and Kyle have spoken to our local representatives, the Utah League of Cities and Towns and the representatives proposing this bill to voice our opinion and concerns. They are reviewing the bill to possibly make changes that might be favorable to La Verkin.

Councilman Justice pointed out the representative proposing this bill is from northern Utah and some of those areas get their secondary water from snow run-off which is pretty clean. The Virgin River is not clean.

Councilman Wilson said Weber Basin Water District is the model they are basing this bill on and their water is really clean. The meter they are using works great for them, however, we did bring it to their attention that the water meter company does not warranty that meter and they thought it did. We did ask them for a copy of the factory warranty that they haven't been able to give us. One of the meter companies wants to see how their meter would perform with Virgin

River water so they have given La Verkin a couple of meters to test but they also said with the quality of water in the River they will not warranty the meter.

Derek pointed out La Verkin's whole programming system is with Master Meter so if we have to change that program it will cost even more money.

Councilman Wilson mentioned La Verkin City already has a meter on the irrigation at the head of system that lets the Conservancy District and State know how much water we are using. What we do with it after that point shouldn't matter to them.

Wise- The County Trails Committee discussed the controversial northern corridor that will run through the south portion of the Red Cliff Reserve. She believes it is going to happen. What they have tried to do to mitigate some of the loss of natural habitat is create more habitat in the Ivins/Santa Clara area. They are moving forward with creating camp maps and protecting trails. It is good for La Verkin to be represented at the County level with the trails because she feels it's just a matter of time that people will really start to pay attention to La Verkin.

Councilman Wilson being vocal about the secondary water concerns is a good thing, La Verkin needs to protect itself before other people start coming in heavily.

Justice- The Confluence Park meeting was cancelled.

Reeve- The two items discussed at the Solid Waste Meeting were the dumpsters at the gun range being dumped more frequently. It would cost the City \$150 a month to have the dumpster emptied 2 times. The District recommended the City just remove the dumpster because there is more trash from people than gun range trash. He would like input from the Council.

The other item was the feasibility study on the District operating the landfill instead of contracting it out. It would save the District approximately \$600,000. It was a very intense study and there were several people who were very vocal about not wanting to be in the landfill business, but we already are in the landfill business. He feels it would be a good thing to have the District take it over and encouraged the Councilmembers and citizens to let the County Commissioners know their opinion.

The contracts for the landfill, the regular waste and the recycled waste are all up next year. The District is going to put everything into one contract moving forward.

Councilwoman Wise asked if the way the recycling material was handled would improve if there was only one contract.

Councilman Reeve replied that is the hope. When the recycling program started there was one contract for pick up and one for processing, that is where the issues began. As well as the cost of commodities dropping so drastically. When a separate carrier is picking up the recyclables they don't really care if it's contaminated. It is better if the same company is picking up and processing the recyclables. The Washington County Solid Waste Board will make that final decision.

A letter of intent was approved for Herhoff, the company in Germany, four months ago and the District has not heard anything back from them.

The County Commission has discussed redesigning the WCSW Board to make it a 5-member board which was denied. He is not sure what will be proposed at this point.

The District would take over only the landfill, not the pickup. They also just purchased a piece of land from BLM that will increase the landfill substantially. The current landfill has about 100 years left so they are doing very well.

I. Adjourn:

Motion was made by Councilman Ray Justice to adjourn. Motion carried unanimously at 7:26pm.

Minutes where done by Christy Ballard.

Date Approved

Mayor Richard M. Hirschi

ATTEST:

Christy Ballard
City Recorder

Capital Improvement Priority List

Roads & Infrastructure

Priority	Name	Description
1	Main Street Sidewalks - UDOT Grant	From Center Street going North to 500 North (SR9) - Phase 1 as money is available (West side of the road)
2	Main Street Sidewalks	From Center Street going North to 500 North (SR9) - Phase 2 as money is available (East side of the road)
3	100 South to State	Main Street to State Street, widen, curb, gutter and sidewalks both sides of street
4	500 West	From 200 North going south to end of the street - Complete reconstruct with curb and gutter
5	Irrigation System	Move water lines into the street, replace old lines, replace valves, etc....
6	Main Street Sidewalks	From Center Street going South to 300 South - Phase 3 as money is available (both sides of the road)
7	Downtown Parking Lot	Make a parking lot on city owned property N/E corner of 300 North and State Street
8	100 East Street Project	Complete reconstruction which would be done in Phases (Curb, Gutter, Drainage, etc....)
9	Drainage	Follow master storm drainage plan - done in phases
10	300 North	From Main to State, widen, curb, gutter sidewalks, pavement & infrastructure

Public Safety

1	Water Tank Asset Security	Alarms & Camera's on Lower Water Tank
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Parks & Recreation

1	Pickleball Courts	Add 4 new courts on the East end of Wanlass Park just north of existing restrooms
2	Riverwood Recreational Fields	Softball, Little League, Open Park Space, Fishing Pond, etc....
3	Community Center	Purchase Elementary School, restore 111 South Main Building (Old White Church)
4	Riverwood Park	Upgrades to Riverwood Park
5	Property on the West of 210 South	Raw property on the west end of 210 South to make a park and access point to Confluence Park
6	300 South Park	Upgrades to Park at 300 South by Animal Control Building

Economic Development

1	State Street Beautification	Clean up dilapidated building, etc....
2	Business Industrial Park	Locate property in La Verkin, zone for light industrial use
3	Visitor Information & Signage	Kiosks and Signs to let travelers know important information

Buildings & Grounds

1	Add on to existing office	City Office at 435 North Main Street, add on to include new council chambers and offices
2	Improve 111 South Main - Inside & out	Remodel bathrooms, upgrade gym, get fireplace outside fixed up, fix basketball courts, basic repair upgrades

PROCLAMATION NO. 2019-__

PROCLAMATION OF THE MAYOR OF THE CITY OF LaVERKIN

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

- Is now observed throughout the nation and the world, and
- Since 1970, has—by Presidential Proclamation—been observed as National Arbor Day on the last Friday in April, and
- Is celebrated by and in the State of Utah on the last Friday in April; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees—wherever they are planted—are a source of joy and spiritual renewal; and

WHEREAS, the Mayor and City Council deem the planting and protection of trees in this community to be a laudable and important public interest; in furtherance of the peace, health, safety, and welfare of the residents of this community; and consistent with the City's proud heritage and longtime designation/honor as a Tree City USA.

THEREFORE, BE IT RESOLVED AND KNOWN that I, **RICHARD M. HIRSCHI**, Mayor of the City of LaVerkin, Utah, and with the support of the LaVerkin City Council, **DO HEREBY --**

- **SET ASIDE, DESIGNATE AND PROCLAIM April 26, 2019**, as “**ARBOR DAY**” in the City of LaVerkin, Utah, and
- Encourage the observance Arbor Day on the last Friday in April of each year; and
- Urge all citizens:
 - to support efforts to protect our trees and woodlands, and
 - to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED this ____ day of _____, 2019.

RICHARD M. HIRSCHI, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder

LAVERKIN CITY



KYLE GUBLER
CITY ADMINISTRATOR

RICHARD M. HIRSCHI
MAYOR

RANDY REEVE
MICAH GUBLER
RAY JUSTICE
PATRICIA WISE
KELLY WILSON
COUNCIL MEMBERS

Resolution No. R-2019-__

A RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING IN SUPPORT OF THE CREATION AND MAINTENANCE OF A COUNTY-WIDE SHARED ADULT FORENSIC INTERVIEWER PROGRAM AND THE COUNTY'S REQUEST FOR A GRANT TO PROVIDE FUNDING THEREFOR

WHEREAS, LaVerkin City has been invited to participate in and help support the creation and maintenance of a County-wide Shared Adult Forensic Interviewer program ("SAFI Program" or "the Program") in Washington County; and the County has prepared a *Memorandum of Understanding* between Participating Entities in the County ("SAFI MOU" or "the MOU"), attached as **Exhibit "A"** (and hereby incorporated as though fully set forth herein); and

WHEREAS, Washington County Brock Belnap has contacted Staff and confirmed that there is no cost to the City of LaVerkin for participation in the Program, and has provided a copy of the *Project Narrative* and *Budget Detail Worksheet* (submitted by the County in connection with a grant application seeking funding to assist with the Program (enclosed herewith as **Exhibits "B" and "C"**, which are hereby incorporated as though fully set forth herein); and

WHEREAS, upon review of the MOU and accompanying documentation in support thereof, 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 the purposes of the MOU appear consistent with the purposes and intent of the ICA, as set forth in said Act; and

WHEREAS, the County had a very short timeframe in which to pursue the desired grant, needed a sign-off by the various police chiefs in the area in order to apply, and requested Chief Ben Lee's signature on the MOU prior to it being able to be reviewed by, considered, and acted upon by the City Council; and

WHEREAS, having reviewed the same, the City Council hereby affirms that it is of the considered opinion and determination that participation in the SAFI Program provides a greater level of security, safety and protection to and enhanced criminal law and prosecutorial effectiveness with regards to adult sexual assault cases for—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 support ratify the signature of the MOU by Police Chief Ben Lee.

BE IT THEREFORE RESOLVED that the City Council of the City of LaVerkin hereby (a) **affirms its support** for the County-wide Shared Adult Forensic Interviewer ("SAFI") program ("SAFI Program" or "the Program") in Washington County, and the request to be a participating Partner in and of the Program, (b) **accepts the terms of and adopts** the *Memorandum of Understanding* between Participating Entities in the Washington County (attached hereto as **Exhibit "A"**), and (c) **authorizes and ratifies** the signature of the Police Chief thereon 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

WHEREAS, Washington County, the DOVE Center, Southwest SANE II, the St. George Police Department, the Dixie State University Police Department, the Washington County Attorney's Office, the Washington County Sheriff's Office, the Hildale Police Department, the Hurricane Police Department, the La Verkin Police Department, the Santa Clara/Ivins Police Department, the Springdale Police Department, and the Washington City Police Department have come together to collaborate and to make an application for the OVW Fiscal Year 2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (OVW-2019-15743) grant; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which Washington County will be the lead agency and named applicant and the other agencies will be partners in this application to support the creation, funding, and deployment of a Shared Adult Forensic Interviewer (SAFI) program; and

WHEREAS, the SAFI program will implement a multi-disciplinary model to the investigation of adult sexual assault cases in order to minimize trauma and provide support to victims while holding offenders accountable; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative SAFI program; and

WHEREAS, the application prepared by the collaborative through its Partners is to be submitted to the Office on Violence Against Women on or before February 26, 2019.

1) Description of Partner Agencies

A. **Washington County** is a political subdivision of the State of Utah with a population of 165,562. Washington County is home to several municipalities. Washington County collaborates with multiple community partners to improve criminal justice and safety for victims of domestic violence, dating violence, sexual assault, and stalking.

B. **DOVE Center** is a private, non-profit incorporated by concerned citizens, Washington County, St. George City, and others in 1993 to empower survivors of domestic violence and sexual assault through education and resources to increase safety and promote healing from trauma. DOVE Center provides shelter, case management, victim advocacy, and counseling.

C. **Southwest SANE II** is the group of sexual assault nurse examiners that provides medical forensic examinations to victims of sexual assault. SANE participates on the County's SART Team and works to minimize trauma to victims while providing medically appropriate, trauma informed examinations.

D. **St. George City Police Department** is the police agency for the County's largest municipality. The Department has an active victim advocate program that responds to and works with victims of sexual assault and domestic violence. The Department has an

investigations division that responds to sexual assault cases. The Department strives to train its officers and advocates in best practices and participates in the County's sexual assault and domestic violence collaborative efforts.

E. **Dixie State University Police Department** is the campus police agency of Dixie State University, which has 9,673 undergraduate students. Dixie State is a participant in the County's Domestic Violence and Sexual Assault Community Response Team and actively advocates on behalf of victims of dating violence, sexual assault, stalking, and domestic violence on campus.

F. The **Washington County Attorney's Office** has county-wide responsibility for prosecuting sexual assault offenders. The Office provides institutional support and leadership to the County's Sexual Assault Response Team (SART), the County's Victim Advocates collaborative team, and the Domestic Violence and Sexual Assault Coalition (recently renamed and refocused as the Domestic Violence and Sexual Assault Community Response Team).

G. The **Washington County Sheriff's Office** is a law enforcement agency with county-wide jurisdiction for the investigation of sexual assault offenses but focuses on those occurring in the unincorporated areas of the county.

H. The **Hildale Police Department, Hurricane Police Department, LaVerkin Police Department, Santa Clara/Ivins Police Department, Springdale Police Department, and Washington City Police Department** are law enforcement agencies of municipalities within Washington County and are responsible for the investigation of sexual assault offenses within their municipal boundaries.

II) History of Relationship

The partners began collaborating in 1994 with the creation of DOVE Center. Since that time, the partners have worked together to promote safety and justice for victims of domestic violence and sexual assault. The partners meet at least monthly in a variety of settings, including the Victims' Advocate coordinating meeting, the Sexual Assault Response Team (SART), and the Domestic Violence and Sexual Assault Community Response Team. The partners each have a shared commitment to collaborative work and believe that these joint efforts improve outcomes for victims.

The critical goal of the proposed SAFI program is to minimize trauma to victims by providing a multidisciplinary team approach to forensic interviews that also holds offenders accountable due to objective, appropriate, and trauma-informed interview techniques. The long-range goals of the collaboration include enlisting each of the County's municipalities to participate in the SAFI program while extending resources to the County's underserved populations, including members of the Shivwits Band of Paiutes and the population of those living in or emerging from communities based on polygamist relationships and religious fundamentalism.

III) Development of Application

For the past several months, the partners have been actively engaged in refocusing the County's Domestic Violence and Sexual Assault Coalition as a Community Response Team. This effort has energized the partners and resulted in a desire to improve outcomes for sexual assault victims. When this Application opportunity arose, the partners were primed with the vision that is represented by this Application. DOVE Center contacted the County about the grant opportunity, and the development of the Application was spearheaded by Washington County in consultation with DOVE Center and the other Partners.

IV) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

- A. Washington County will provide office space, administrative support, accounting services, human resource management, and direct supervision to the Shared Adult Forensic Interviewer (SAFI) program contemplated by this Application. The County will employ a qualified person to serve the role of Shared Adult Forensic Interviewer. The County will manage the any grant award and reporting requirements.
- B. The Washington County Attorney, in collaboration with the partners, will develop protocols utilizing best practices and current research regarding trauma informed response in the implementation, training, scheduling, and deployment of the Shared Adult Forensic Interviewer. The protocols will assure that interviews are part of a multi-disciplinary investigation and diagnostic team in a safe and secure location designed to minimize secondary trauma. The protocols will assure that the interviews may be used not only for law enforcement purposes, but also to identify a victim's needs for social services, personal advocacy, case management, and substance abuse and mental health services. The protocols will assure that victims are not subjected to multiple interviews. The County Attorney will provide prosecutors and advocates to participate on the multi-disciplinary team.
- C. DOVE Center will assist in the development of protocols and training for the Shared Adult Forensic Interviewer and will work cooperatively with the other Partners and victims to encourage utilization of the Shared Adult Forensic Interviewer. DOVE Center will provide advocates to the multi-disciplinary team.
- D. St. George City Police Department will implement policies requiring the use of the Shared Adult Forensic Interviewer in sexual assault investigations consistent with the adopted protocols. The Department will provide a soft-interview room where SAFI interviews can take place and be monitored by members of the multi-disciplinary team. The Department will provide detectives and advocates to the multi-disciplinary team for cases that arise in St. George City.

- E. Dixie State University Police Department will provide insight and experience regarding the implementation of policies involving a trauma informed victim interview will provide investigative support and advocates to the multi-disciplinary team for cases arising on campus.
- F. Southwest SANE II Nurses will collaborate with the multi-disciplinary team to educate other Team members as to victim's medical needs and minimize trauma to victims.
- G. The Washington County Sheriff's Office, Hildale Police Department, Hurricane Police Department, LaVerkin Police Department, Santa Clara/Ivins Police Department, Springdale Police Department, and Washington City Police Department will collaborate in the development and adoption of the SAFI protocol by their agencies.

V) Timeline

The roles and responsibilities described above are contingent on Washington County receiving funds requested for the SAFI program described in the OVW grant application. Responsibilities under this Memorandum of Understanding will coincide with the grant period, which is understood to be October 1, 2019 through September 30, 2021.

VI) Commitment to Partnership

- A. The collaboration service area of the SAFI program includes the jurisdictional boundaries of Washington County, Utah.
- B. The partners agree to collaborate and provide services to victims of crimes as outlined herein and pursuant to the program narrative of the grant application attached to this MOU.
- C. Compensation for non-lead partner's contribution to this project will be provided as outlined in the attached OVW budget detail worksheet.
- D. We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

By _____
Commissioner, Washington County
Date:

By _____
Director, DOVE Center
Date:

By _____
Program Director, Southwest SANE II
Date:

By _____
Chief, St. George City Police
Date:

By _____
Washington County Attorney
Date:

By _____
Chief, Dixie State University Police
Date:

By _____
Washington County Sheriff
Date:

By _____
Chief, Hildale City Police
Date:

By _____
Chief, Hurricane City Police
Date:

By _____
Chief, La Verkin City Police
Date:

By _____
Chief, Santa Clara/Ivins Police
Date:

By _____
Chief, Springdale Police
Date:

By _____
Chief, Washington City Police
Date:

Exhibit B

Grant Application – OVW-2019-15743

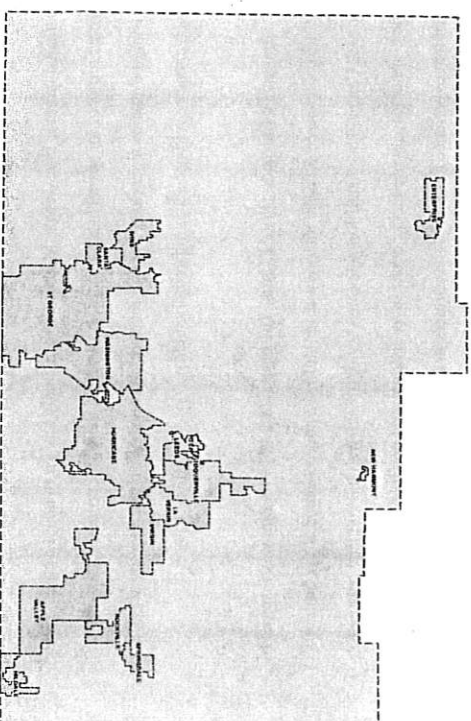
Project Narrative

Purpose of Application

The purpose of this application is to reduce violent crime and promote victim safety through the creation of a specialized collaborative unit known as the Shared Adult Forensic Interviewer (SAFI) program.

1. Communities Served. This project will serve victims of sexual assault throughout Washington County, Utah. Washington County is home to 165,562 residents living in 15 municipalities as well as the unincorporated area of the county. The County was settled by religious pioneers in the 1850s, but has developed into a tourism, retirement and recreation community, with many of the jobs in the service and health care industries. The median household income in 2017 dollars was \$55,175, but 11.2% of the population are estimated to be persons in poverty. Underserved or marginalized populations include the Latino/Hispanic community (10.4%), the Shiwits Band of Paiutes (1.7%), a growing Pacific Islander population (.9%), and the black or African American community (.3%). Uniquely, the County is also home to a community of religious fundamentalists that practice polygamy. Their population is unknown due to distrust in government and refusal to cooperate with census gathering.

2. Service Area. The target service area covers individuals within the jurisdictional boundaries of Washington County, Utah, including those in the unincorporated areas as well as municipalities. Here is a map of the County:



3. Statutory Purpose Areas. This proposal addresses three statutory purpose areas: 3 (specialized units); 10 (co-located services); 19 (improving investigation and prosecution of sexual assault cases).
4. OVW Priority Areas. This proposal addresses OVW priority area 1: reduce violent crime against women and promote victim safety.

5. Problem Addressed by Application. A misunderstanding of sexual assault victims' behavior and memory difficulties has resulted in a belief by many in our society and in the criminal justice system that there are large numbers of false reports. This misunderstanding can affect investigators, prosecutors, judges, and juries, resulting in low prosecution rates or convictions. It can also lead to secondary trauma when victims feel disrespected or disbelieved by criminal justice system officials during the investigation and prosecution of a case. In addition, according to IBIS.health.utah.gov, an estimated 88.2% of rapes are not reported to law enforcement. Washington County's statistics show that of sexual assault cases reported to law enforcement, a diminishing number are referred to prosecutors and even fewer are filed in court:

Year	Adult Sexual Assault Reports to Law Enforcement	Adult Sexual Assault Cases Referred to Prosecutors	Adult Sexual Assault Cases Filed in Court
2018	89	23	19
2017	109	64	17
2016	78	46	21

6. Description of Need. Sexual assault victims frequently encounter first responders at the emergency room or while at the scene of a traumatic event. Even with best intentions, these officers are often focused on responding to a large volume of calls as quickly as possible. Victims may be interviewed while still experiencing the physiologic effects of trauma under less than ideal conditions. Sometimes, detectives are not involved in the case because first responders conclude that the report is false. Investigative reports may be incomplete. Each of these problems could lead to insufficient evidence or incorrect conclusions that cases are unsubstantiated. Consequently, victims may experience secondary trauma and institutional betrayal while

perpetrators escape accountability. Victims may disengage from the system and not receive the support and services available.

7. Gaps in Services. Washington County has nine law enforcement agencies that investigate sexual assault cases (the Sheriff's Office, St. George Police, Washington City Police, Hurricane Police, La Verkin Police, Springdale Police, Hildale Police, Santa Clara/Vivins, and Dixie State University Police). None of these agencies has a dedicated forensic interviewer trained in trauma informed response. None of the agencies individually is large enough to support a dedicated forensic interviewer. Moreover, the County has yet to adopt a county-wide trauma-informed protocol for sexual assault cases. As a result, the SAFI program does not duplicate existing programs or services, but will instead improve and enhance victim services in a way that each agency could not accomplish individually.

8. Impact of Current or Prior Efforts. The proposed SAFI Program was inspired by the successful use of a shared forensic interviewer for child sex abuse victims at the County's Children's Justice Center. The shared forensic interviewer for children has reduced trauma for children while simultaneously producing better investigations and positive outcomes at court. The success of that experience has united the partners in a desire to adapt the model for adult victims of sex abuse. Washington County has a culture of collaboration. Victim advocates, SANE nurses, law enforcement agencies and prosecutors regularly collaborate to enhance services to crime victims.

What Will Be Done

1.

Project Goals, Objectives and Expected Outcomes.

a. Goals: The project has the following goals:

- i. Increase the number of sexual assault cases prosecuted.
- ii. Reduce secondary trauma and systemic betrayal for victims.

b. Objectives:

- i. Implement a county-wide trauma informed victim interview protocol based on the science of neurobiology. The protocol will call for interviews to occur in a specially designed soft room. The protocol will allow a support person to be present during the interview if requested by the victim. The protocol will engage victim advocates, SANE nurses, and detectives to monitor the interview and collaborate in providing for the victims' needs. The protocol will provide for in-person screening of the cases with a prosecutor and the multi-disciplinary team.
- ii. Hire a forensic interviewer to conduct forensic victim interviews using trauma-informed techniques pursuant to the protocol for all adult sexual assault victims in Washington County regardless of the investigating agency.
- iii. Train first responders how to respond appropriately to sexual assault victims and how to obtain an initial victim statement.
- iv. Provide an expert to testify in court regarding how trauma affects victims' memories and experiences.

c. Expected Outcomes.

- i. More offenders will be held accountable because forensically sound interviews with an understanding of trauma response will assist police and prosecutors to investigate cases and successfully present them in court by educating police, prosecutors, judges, and juries.
 - ii. The program will reduce secondary victimization by limiting the number of victim interviews and by conducting them in a safe, supportive, and comfortable environment.
 - iii. The multi-disciplinary team will collaborate to address the social services, advocacy, case management, and physical and mental health needs of victims.
 - iv. Eventually, the number of sex offenses reported to law enforcement will increase as the community becomes aware that the justice system supports and respects victims.
2. Overall Strategy and Specific Tasks and Activities. The overall strategy is to capitalize on the willingness of the chiefs of the various law enforcement agencies and multi-disciplinary partners to support this project by implementing it quickly. The specific activities necessary to implement the project are as follows:
- ☐ develop the trauma informed victim interview protocol and have it endorsed by the chiefs and the multi-disciplinary team;
 - ☐ finalize the draft position description for the Shared Adult Forensic Interviewer;
 - ☐ train first responders on the protocol and on how to appropriately respond to sexual assault victims and obtain an initial victim statement;

- ☐ secure office space, equipment, and materials for the SAFI;
- ☐ develop data tracking mechanisms for the SAFI's activities, including the number of interviews conducted, cases staffed by the multi-disciplinary team, cases referred to prosecutor, and cases filed in court;
- ☐ advertise, recruit, and fill the SAFI position in collaboration with multi-disciplinary team members;
- ☐ integrate the SAFI with the multi-disciplinary team;
- ☐ provide professional development, training, and networking opportunities to the SAFI;
- ☐ conduct trauma informed victim interviews utilizing the SAFI, and
- ☐ report outcomes to the multi-disciplinary team and partners.

3. Detailed 36 Month Time Line – October 1, 2019 to September 30, 2022.

Date Grouped by Quarters	Activity/Milestone
Quarter 1 Oct – Dec 2019	- Trauma informed victim interview protocol adopted (by Oct 1, 2019) - SAFI job description finalized (by Oct 1, 2019) - SAFI job description posted (by Oct 7, 2019) - SAFI selected (by Oct 31, 2019) - SAFI office space and secured and installed (by Oct 31, 2019) - Soft interview location identified (by Oct 31, 2019) - County-wide first responder introduction to SAFI program (by Nov 15, 2019) - SAFI data tracking methodology in place (by Nov 15, 2019) - SAFI begins work (by Nov 15, 2019) - Multi-disciplinary team (MDT) case screenings begin (by Nov 15, 2019) - Data tracking begins of sexual assault cases reported to law enforcement, interviewed by SAFI, referred for prosecutorial screening, and filed in court (by Nov 15, 2019)

	- SAFI participates in Sexual Assault Response Team (SART) and the Coordinated Community Response Team (CCR) (beginning November 2019) - County monitors expenditures and maintains budget records (beginning Oct 1, 2019) - SAFI seeks out training regarding forensic interviewing, victims response to trauma, and victim advocacy (by Dec 31, 2019) - SAFI develops expertise regarding victims' response to trauma by reviewing current research and literature (ongoing)
Quarter 2 Jan – March 2020	- SAFI performs trauma informed interviews - MDT conducts peer reviews with SAFI - SAFI & partners attend OJWV approved and other relevant training - SAFI continues training first responders - SAFI testifies in Court when needed regarding trauma-informed victim response and the SAFI protocol - SAFI participates in multi-disciplinary team screenings, SART, and CCR meetings - SAFI continues to track data - SAFI attends relevant training
Quarter 3 April - June 2020	- SAFI functions fully as outlined above - SAFI offers to share program experience with other Utah jurisdictions
Quarter 4 July - Sep 2020	- SAFI functions fully as outlined above - SAFI reports data and outcomes to partners and MDT - SAFI protocol reviewed and revised if necessary in light of first year data
Quarter 5 Oct- Dec 2020	- SAFI program functions fully - SAFI continues to track and report data - Partners approve budget, track, monitor, & report expenditures
Quarter 6 Jan – March 2021	- SAFI program functions fully - SAFI continues to track and report data
Quarter 7 April - June 2021	- SAFI program functions fully - SAFI continues to track and report data
Quarter 8 July - Sep 2021	- SAFI program functions fully - SAFI continues to track and report data - SAFI reports data and outcomes to partners and MDT - SAFI protocol reviewed and revised if necessary in light of second year data

Quarter 9 Oct - Dec 2021	• SAFI program functions fully • SAFI continues to track and report data • Partners review data to evaluate SAFI program's effect
Quarter 10 Jan – March 2022	• SAFI program functions fully • SAFI continues to track and report data • Partners review SAFI program and begin planning for its continuance • Partners seek ongoing grant funding or other financial resources to continue SAFI program
Quarter 11 April - June 2022	• SAFI program functions fully • SAFI continues to track and report data
Quarter 12 July - Sep 2022	• SAFI program functions fully • Issue 3 year report analyzing outcomes • If successful, partners continue SAFI program beyond 3 years

4. Probability of Success and Accomplishment of Goals. The applicant believes the project's probability of success is high because 1) the partners broadly support the project; 2) the partners have a history of successful collaboration; 3) the project is based upon the successful implementation of a trauma informed victim interview protocol that has been successfully operating since 2014 in another jurisdiction; and 4) the applicant has access to key personnel to realize the project.

The applicant will determine that project goals are accomplished by 1) tracking key milestones as they occur; 2) collecting and monitoring data regarding the project's goals; and 3) providing regular reports to the project partners.

5. Reducing Violent Crime against Women and Promoting Victim Safety. The SAFI Program will reduce violent crime against women and promote victim safety by obtaining forensically sound, trauma-informed interviews while simultaneously engaging the entire multi-disciplinary team in responding to victims' needs. As the SAFI program reduces secondary trauma and institutional betrayal, more victims will participate in the system. Also, as police,

prosecutors, judges, and juries become educated about how the physiological effects of trauma explain victim behavior, the SAFI program will lead to more successful prosecutions, resulting in more offenders being held accountable.

6. Improve Criminal Justice Response to Trafficking. Although the project does not focus exclusively on trafficking, trafficking victims will benefit from the SAFI program because they will receive trauma-informed, multi-disciplinary care to address their specific needs. The SAFI program will also hold trafficking offenders accountable by increasing successful prosecutions.

7. How Funding Will Address the Identified Needs. The funding requested for the SAFI program will pay for the hiring and training of a shared adult forensic interviewer. The SAFI will address the problem of sexual assault victims encountering a system that does not understand the physiologic effects of trauma, which may lead to re-victimization, incomplete reports, unsubstantiated reports, or failed prosecutions. The SAFI will bring together a multi-disciplinary team to address victims' needs while simultaneously producing better investigations and prosecutions.

8. Tangible Products. The project will develop a trauma informed victim interview protocol that will be adopted by the partners throughout the service area. This protocol could assist other jurisdictions to develop a multi-disciplinary, trauma-informed response to sexual assault investigations.

9. Accessibility. The SAFI program is committed to making its services as accessible as possible to people with special needs, including those with visual, hearing, cognitive and motor impairments. The program will use the resources of the County Attorney's

Office to provide translation services, mobility services, and adaptive technologies as necessary to serve the needs of all victims of sexual assault.

Who Will Implement the Project

1. **Key Individuals and Organizations.** The most significant key individual will be the shared adult forensic interviewer (the SAFI). Hiring the correct candidate will be essential because the SAFI will be instrumental not only in interacting with the victims, but also in rallying the multi-disciplinary team to accomplish the project's goals. The SAFI will be an employee of the Applicant and will be housed and supervised in the Washington County Attorney's Office's investigation division. Other critical organizations include the DOVE Center, Southwest SANE II, the County Attorney's victim advocates, and the nine local law enforcement agencies.

2. **Capacity and Expertise.** The applicant and the partners have the capacity to implement the proposed project. The hiring of the proposed SAFI will be coordinated by the County's Human Resource Department in conjunction with the County Attorney's Office. As a prosecutor with county-wide jurisdiction, the County Attorney's Office has existing relationships and influence with each of the participating partners as well as the resources to guide the establishment of the SAFI program in collaboration with the partners. The County Attorney's Office carried out a similar role with the Washington County's Children's Justice Center, a project which involved bringing partners together to establish a multi-disciplinary approach to investigation of child sex abuse cases. The experience gained from the success of the Children's Justice Center will guide the creation of the SAFI program. The SAFI program will require similarly collaboration from multiple partners to provide support services to victims while investigating offenses in a supportive, safe environment.

3. **Required Partnerships.** The Applicant has met the required partnerships because each of the necessary project partners has signed a Memorandum of Understanding agreeing to participate in the SAFI program. The Partners include DOVE Center, Southwest SANE II, the Washington County Attorney's Office, Washington County Sheriff's Office, St. George Police, Washington City Police, Hurricane Police, LaVerkin Police, Springdale Police, Hildale Police, Santa Clara/Ivins Police, and the Dixie State University Police. The Memorandum of Understanding is included with this application.

4. **Applicant's Expertise.** Washington County has many years of experience supporting victims as well as the investigation and prosecution of domestic violence, dating violence, sexual assault, and stalking. For instance, Washington County collaborated in the creation of DOVE Center, the service area's domestic violence and sexual assault shelter and advocacy non-profit. The County hosts, sponsors, and participates in the local Sexual Assault Response Team, the Community Response Team, and the county-wide Victims' Advocates coordinating meetings. The County Attorney's Office has a special victims unit that works closely with law enforcement and multi-disciplinary partners to support victims and prosecute offenders. The County Sheriff's Office has policies requiring arrest of domestic violence offenders and the enforcement of protective and no-contact orders. The Sheriff's Office advocated for and obtained legislative changes that protect victims from incarcerated offenders.

The Applicant's key personnel who will be directly involved in the implementation of the project include Arnie Whipple, Barry Golding, Brock Belnap, and Jerry Rasmussen. Arnie Whipple is a Special Victims Advocate in the prosecutor's office. Ms. Whipple has several years of victim advocacy experience. Barry Golding is the prosecutor's Chief Investigator. Chief Golding has twenty-five year's law enforcement experience, including the investigation of sex

assault cases. Brock Belnap has served as the Washington County Attorney since 2003 and has continually collaborated with community partners to improve victim services and prosecutorial outcomes. Jerry Rasmussen is a Deputy County Clerk with many years' experience in accounting, budgeting, and managing government grants.

5. Partner's Expertise. The SAFI project's partners include the DOVE Center, Southwest SANE II, and the service area's local law enforcement agencies. DOVE Center is a private, non-profit incorporated in 1993 that provides shelter and advocacy to domestic violence and sexual assault victims. Southwest SANE II is an organization of sexual assault nurse examiners that provides medical forensic examinations to victims of sexual assault. The nine law enforcement partners supporting the project include: the Washington County Sheriff's Office, St. George Police, Washington City Police, Hurricane Police, LaVerkin Police, Springdale Police, Hildale Police, Santa Clara/Ivins Police, and the Dixie State University Police. Each of these law enforcement agencies is responsible for the investigation of sexual assault offenses within their jurisdictional boundaries.

The partners' key personnel working on the project include Lindsey Boyer, Camden Caifa, Richard Farnsworth, and Blair Barfus. Lindsey Boyer is the DOVE Center's director. Ms. Boyer is a licensed clinical social worker with many years of victim advocacy experience who has gained county-wide respect for her collaborative efforts to support domestic violence and sexual assault victims. Camden Caifa is the program director of Southwest SANE II. Ms. Caifa is a registered nurse who coordinates the sexual assault nurse examiner team and is a masters degree candidate in Nursing Education/Forensics. Ms. Caifa has received training on the physiological response trauma produces in victims. Richard Farnsworth is the Chief of the St. George Police Department. Chief Farnsworth has twenty-five years law enforcement experience

and supervises the County's largest law enforcement agency. Blair Barfus is the Chief of the Dixie State University Police Department. Chief Barfus joined Dixie State after many years working at the West Valley City Police Department, where he participated in the pioneering implementation of trauma informed victim interview protocols in Utah. Chief Barfus' personal experience with the development of the protocol in West Valley City will be invaluable in the establishment of the SAFI program in Washington County.

6. Roles and Responsibilities. The following chart describes the roles and responsibilities of the applicant, each partner and the key personnel in the SAFI program:

Applicant/Partner	Key Personnel/Role and Responsibility
Washington County	Shared Adult Forensic Interviewer (pending approval) • Conduct forensic interviews of sexual assault victims • Become proficient in trauma informed response • Train first responders • Collect and track data • Report outcomes and progress to partners • Provide court testimony when necessary • Attend required OVW training • Identify and attend relevant victim advocacy training • Participate in multi-disciplinary team case screenings • Participate on SART and CCR teams • Recommend protocol adjustments when advisable Jerry Rasmussen (Deputy Clerk/Auditor) • Manage grant application, disbursements, reporting Brock Belnap (County Attorney) • Chair drafting of SAFI protocol • Support implementation of SAFI protocol • Adopt and follow SAFI protocol in prosecutor's office • Provide office space, equipment, and supplies Arnie Whipple (Special Victims Advocate) • Share expertise in drafting SAFI protocol • Collaborate on multi-disciplinary team

	Barry Golding (Investigation Division Chief) • Manage approval of SAFI position with County H/R • Supervise SAFI once hired
DOVE Center	Lindsey Boyer (Director) • Share expertise in developing SAFI protocol • Adopt and follow SAFI protocol • Collaborate on multi-disciplinary team
Southwest SANE II	Camden Caña (Program Director) • Share expertise in developing SAFI protocol • Adopt and follow SAFI protocol • Utilize SAFI for sexual assault investigations • Collaborate on multi-disciplinary team
St George Police	Richard Farnsworth (Chief) • Share expertise in developing SAFI protocol • Adopt and follow SAFI protocol • Utilize SAFI for sexual assault investigations • Provide soft-room location for interviews • Facilitate training of first responders • Collaborate on multi-disciplinary team
Dixie State Police	Blair Barfus (Chief) • Share expertise in developing SAFI protocol • Adopt and follow SAFI protocol • Utilize SAFI for sexual assault investigations • Facilitate training of first responders • Collaborate on multi-disciplinary team
Each Other Law Enforcement Agency	Chiefs/Sheriff • Adopt and follow SAFI protocol • Utilize SAFI for sexual assault investigations • Facilitate training of first responders • Collaborate on multi-disciplinary team

A proposed Shared Adult Forensic Interviewer job description is included with this application. The application also includes resumes for each of the key personnel.

Exhibit C

Budget Detail Worksheet and Narrative

A. Personnel

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Shared Adult Forensic Interviewer	\$35,672 x 100% x 3 years	\$107,016

The Shared Adult Forensic Interviewer (SAFI) will dedicate 100% of her/his time to the project by interviewing all adult sexual assault victims in Washington County, UT; coordinating with all partner organizations to develop a trauma informed victim interview protocol; ensuring compliance with program requirements; and serving as the central point of contact for all project activities. This will be a part-time position averaging 28 hours per week x 52 weeks a year (1,456 hours). The position is part-time based on an estimate of the amount of time necessary to respond to the the number of sexual assault offenses reported annually in Washington County. The hourly pay rate of \$24.50 was determined using current market salary information in Washington County, UT. This will be a new position contingent on grant funding.

TOTAL PERSONNEL: \$107,016

B. Fringe Benefits

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Shared Adult Forensic Interviewer		
Employer's FICA/Medicare	\$107,016 x 7.65%	\$ 8,187
Worker's Compensation	\$107,016 x .25%	\$ 268
Unemployment Compensation	\$107,016 x 1.05%	\$ 1,124

Because the SAFI position is not fulltime, the position does not carry health insurance or retirement benefits. Because the SAFI position will dedicate 100% of its time to the project, the applicant requests 100% of the cost of other associated benefits.

TOTAL FRINGE BENEFITS: \$9,579
Detailed Budget Report and Narrative p. 1

C. Travel

<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
OVW-Mandated Training and Technical Assistance	TBD	TBD	TBD	\$10,000
Trauma Informed Response Training	SLC, UT	Transportation Meals Lodging	\$162 x 3 \$98 x 3 \$125 x 3	\$486 \$294 \$375
Local Program Mifenge	Washington County		100 miles/month x \$0.54/mile x 36 months	\$1,944

As required by the solicitation for this program, the budget includes \$10,000 for the applicant to attend OVW sponsored training and technical assistance. The remaining \$10,000 of OVW sponsored training funds has been allocated for partner travel and is found in section G. The budget also includes funds for the SAFI to attend Trauma Informed Victim Response Training in Salt Lake City, Utah. The rates are established pursuant to the applicant's travel policy which follows GSA guidelines. The budget also includes reimbursement for the SAFI's use of a personal vehicle when traveling between the main office and partner organizations.

TOTAL TRAVEL: \$13,099

D. Equipment

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Audio Recorder	1 x \$150	\$150.00
Cellular Phone	1 x \$600	\$600.00
Laptop Computer	1 x \$1200	\$1200.00
Digital File Scanner	1 x \$400	\$400.00
Printer	1 x \$500	\$500.00

The SAFI will use a laptop computer to type required reports, maintain statistical information, enter video evidence, and to use while away from the main office. A cellular phone is necessary

Detailed Budget Report and Narrative p. 2

because the SAFI will be available 24/7 and will be on-call for emergency interviews. When conducting victim interviews in the field, the interviewer will be required to audio record the interview and will need an audio recording device. The SAFI will use a printer to print reports. A digital scanner is needed to scan various documents collected in the field.

TOTAL EQUIPMENT: \$2,850

E. Supplies

Supply Items	Computation	Cost
Office Supplies (paper, printer, toner, pens, etc).	\$500/month x 3.3% x 36 months	\$594

Office supplies are needed for the general operation of the program and are shared among all staff at the main office. The total FTEs in the office are 30, and the total FTE in this project budget is 1, so $1/30 = .033$, or 3.3%. The monthly cost for Office Supplies at \$500 is based on 2018 historical data. Charges to the grant will be based on actual staff time worked on the project (not budgeted percentages). The application does not seek postage charges because they historically minimal.

TOTAL SUPPLIES: \$594

F. Contracts

Item	Computation	Cost
Cell Phone Service	\$50.00 month x 36 months	\$1,800

The Shared Adult Forensic Interviewer will need a cell phone so that they may be contacted 24 hours a day, 7 days a week to provide emergency trauma-informed victim interviews.

TOTAL CONTRACTS: \$1,800

G. Subaward/Partner Compensation

Sub-recipient Name	Computation	Cost
DOVE Center – OVW Mandated Training	Location and Cost TBD	\$3,334.00

Detailed Budget Report and Narrative p. 3

Southwest SANE II – OVW Mandated Training	Location and Cost TBD	\$3,333.00
Washington County Attorney's Office – OVW Mandated Training	Location and Cost TBD	\$3,333.00

\$10,000 of OVW training and technical assistance has been allocated to MOU partners as required by the program solicitation. DOVE Center will participate in the development and implementation of the trauma informed victim interview protocol and provide victim advocacy. Southwest SANE II will participate in the development and implementation of the trauma informed victim interview protocol, provide medical forensic examinations, and provide technical expertise to the multi-disciplinary team. Washington County Attorney's Office will participate in the development and implementation of the protocol, will house the SAFI, participate in the multi-disciplinary team, and provide county-wide support and leadership for the protocol.

TOTAL SUBAWARD/PARTNER COMPENSATION: \$10,000

Budget Summary

Budget Category	Amount
A. Personnel	\$107,016
B. Fringe Benefits	\$9,579
C. Travel	\$13,099
D. Equipment	\$2,850
E. Supplies	\$594
F. Contracts	\$1,800
G. Subaward/Partner Compensation	\$10,000
TOTAL PROJECT COSTS	\$144,938
Federal Share Requested	\$144,938
Non-Federal (Match) Amount	0

Detailed Budget Report and Narrative p. 4

RESOLUTION NO. R- 2019—

A RESOLUTION ADOPTING, APPROVING, AND AUTHORIZING THE MAYOR'S SIGNATURE ON THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT REVISED REGIONAL WATER SUPPLY AGREEMENT (2019); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington County Water Conservancy District ("WCWCD"), and the communities of St. George, Washington, Ivins, Hurricane, Santa Clara, Toquerville, and LaVerkin, are currently parties to a 2006 water supply agreement, which was an update or revision (at least in part) of the 1999 water supply agreement; and

WHEREAS, from time to time, it is expedient that the water agreement be revised and updated to reflect current conditions, issues, laws, and concerns; and

WHEREAS, for the reasons specified in the Recitals to the *Washington County Water Conservancy District Revised Regional Water Supply Agreement* ("Agreement") [the contents of which are hereby incorporated as though fully set forth herein], the parties identified in said Agreement desire to **enter into a revised and updated cooperative agreement** for the supply of water, in accordance with and under the authority of the *Water Conservancy Act* ["Conservancy Act," found at Title 17B, Chapter 2a, Part 10, *Utah Code Annotated* (1953, as amended)]; and

WHEREAS, a copy of said Agreement is attached hereto at **Exhibit A**; and

WHEREAS, having reviewed said Agreement, the City Council hereby (a) declares its support therefor; (b) finds its adoption to be in the best interests of the residents, businesses, guests, and City of LaVerkin; and (c) indicates its desire to approve and adopt said Agreement.

NOW, THEREFORE, be it resolved that the City Council of LaVerkin City, Utah, as follows:

1. That the City Council hereby (a) declares its support for the *Washington County Water Conservancy District Revised Regional Water Supply Agreement* ("Agreement"), between, and among the Washington County Water Conservancy District ("WCWCD"), and the communities of St. George, Washington, Ivins, Hurricane, Santa Clara, Toquerville, and LaVerkin; (b) finds its adoption to be in the best interests of the residents, businesses, guests, and City of LaVerkin; and, (c) hereby approves and adopts the Agreement, and authorizes the Mayor to sign the same.
2. That the sections, subsections, paragraphs, subparagraphs, sentences, clauses, and phrases of this Resolution are severable. If any such section, subsection, paragraph, subparagraph, 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 the validity or constitutionality of any of the remaining sections, subsections, paragraphs, subsections, sentences, clauses, or phrases of this Resolution.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2019.

RICHARD M. HIRSCHI, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder

Certification of Opinion of Legal Counsel: Agreement is approved as to form and content, and is valid and enforceable as against each of the Parties hereto (including the City of LaVerkin) by:

Kevin R. Bennett, LaVerkin City Attorney

Exhibit A

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
REVISED REGIONAL WATER SUPPLY AGREEMENT

Dated as of January 1, 2019

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WASHINGTON COUNTY WATER CONSERVANCY DISTRICT REVISED REGIONAL WATER SUPPLY AGREEMENT

THIS REVISED REGIONAL WATER SUPPLY AGREEMENT, dated as of January 1, 2019, is entered into by and among the WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, a water conservancy district organized and existing under the Utah Water Conservancy District Act ("District"), and municipal and other governmental customers that are parties hereto as a result of execution of a counterpart of this Agreement (the "Municipal Customers") which may consist of (a) initially, the CITIES OF ST. GEORGE, WASHINGTON, IVINS, HURRICANE, SANTA CLARA, TООLERVILLE and LA VERKIN, UTAH, and the TOWNS OF VIRGIN, LEBEDS, AND APPLE VALLEY, UTAH, each of which is a municipal corporation and a political subdivision of the State of Utah, and (b) any other Water Supplier that becomes a party to this Agreement pursuant to Section 6.2.

RECITALS

1. The District has been organized pursuant to the Conservancy Act for the purpose of providing for the conservation and development of water resources of the State of Utah and in furtherance of such purposes owns and operates various water supply, storage, treatment and transportation facilities that provide water supplies and services to the Municipal Customers and other entities located in Washington County.
2. Each of the Municipal Customers owns and operates a municipal water utility system which provides retail water services to consumers located within its service area.
3. Significant economic and population growth has occurred, is continuing and is expected to continue, in Washington County thereby creating additional demands for water supply, storage, treatment and transportation facilities necessary to protect and conserve scarce water resources, to enable the District and the Municipal Customers to provide water utility services necessary for the continued growth and development of Washington County and to protect and promote the public health, safety and welfare.
4. The District and the Municipal Customers desire to enter into this Agreement, providing for cooperative and coordinated action with respect to the planning, development, acquisition, construction, operation and management of water and related facilities and improvements and the provision of services necessary or desirable to better enable the parties to accomplish the objectives described above and to develop and provide water and related facilities and services efficiently and effectively for the continued growth and development of Washington County, to provide the operational capacity and flexibility necessary to meet the present and future demands for water of the residents of Washington County and the Municipal Customers, and to promote the utilization of natural resources for the overall promotion of the general welfare of the residents of Washington County and the Municipal Customers.
5. The District and the Municipal Customers have determined that it is advantageous to the parties and their customers to enter into this Agreement instead of entering into separate take-or-pay contracts or other arrangements with respect to the development of individual water resources and facilities, and the supplying of water and related services.
6. In 2006, the District Board of Trustees adopted the 2006 Regional Capital Facilities Plan ("CFPP") to provide for the water supply, storage, treatment and transportation facilities

"*Contract*" means a contract, other than this Agreement, between the District and a Contract User pursuant to which the District agrees to provide water or related services to, or acquire, construct, or operate System facilities for the benefit of, a Contract User.

"*Contract User*" means any water user within Washington County which has entered into a contract with the District to receive water from the System. The District shall maintain a list of current Contract Users, which may be obtained by any party hereto upon request.

"*Debt Service*" means the amounts actually payable by the District with respect to District Debt, including, without limitation, payments with respect to credit enhancement, liquidity support and interest rate exchange agreements.

"*Development Activity*" has the same meaning as provided in the Utah Impact Fees Act, Utah Code Annotated Section 11-36a-101 et seq., as amended.

"*District*" means the Washington County Water Conservancy District, a water conservancy district organized and operating under the Conservancy Act.

"*District Charges*" means, collectively, Impact Fees, Water Development Surcharges and Wholesale Rates.

"*District Debt*" means any bonds or other obligations heretofore or hereafter issued from time to time by, on behalf of, or at the request of the District to finance or refinance Capital Facilities for which the District is financially responsible, directly or indirectly.

"*District-Operated Facilities*" means any Capital Facilities owned by a Municipal Customer and operated by the District pursuant to an agreement between the District and such Municipal Customer.

"*District Water Supplies*" means any Water Supply or Water Right, or any interest therein, acquired by the District for the purpose of being delivered to one or more Municipal Customers, Retail Customers, or Contract Users.

"*Existing Contract*" means any Contract entered into between the District and a Contract User prior to the date of this Agreement, consisting of the Contracts listed in Exhibit A hereto, including any extension to Contract, provided, however, that any such extension shall not constitute an Existing Contract unless (i) the amount of water or capacity provided to the Existing Contract User under the extended Contract does not exceed the amount of water or capacity provided under the initial Existing Contract, and (ii) the terms of payment for water, capacity or related services shall be no more favorable to the Existing Contract User than such terms under the initial Existing Contract.

"*Existing Contract User*" means a Contract User that has entered into an Existing Contract with the District, consisting of the Contracts Users listed in Exhibit A hereto.

"*Equivalent Residential Connection*" means the unit for calculating the amount of water required to be available for use per typical residence by the Utah Division of Drinking Water.

"*Finance Costs*" means Debt Service and all other costs incurred by the District in connection with the issuance of District Debt.

"*Funds*" means the Rate Stabilization Account, Capital Facilities Reserve Account, Operation and Maintenance Fund, Renewal and Replacement Reserve Fund, and any other fund or account established under Article 10 of this Agreement.

"*Great Basin*" means the Great Basin drainage region.

"*Great Basin Facilities*" means System facilities owned or operated, or to be hereafter owned or operated, to provide water supplies or related services within the Great Basin.

"*Great Basin Facilities Contract*" means any Additional Contract between the District and an Additional Contract User pursuant to which the District agrees to acquire, construct, or operate Great Basin Facilities.

"*Great Basin Revenues*" means (i) property tax revenues attributable to tax payers within the boundaries of the Great Basin, (ii) impact fees attributable to development activity in the Great Basin, or (iii) revenues received under a Great Basin Facilities Contract.

"*Impact Fee*" means the regional impact fee imposed by the District pursuant to Section 8.2.1.

"*Impact Fee Act*" means, collectively, Title 11, Chapter 36a, Utah Code Annotated 1953, as amended, and Section 17B-1-111, Utah Code Annotated 1953, as amended.

"*Impact Fee Facilities*" means Capital Facilities, including District Water Supplies, that are financed in whole or part by Regional Impact Fees, that are to be a part of the System and that relate to the supply, storage, treatment or transportation of water to the Municipal Customers and Retail Customers under this Agreement to serve Development Activity.

"*Impact Fee Facilities Costs*" means all direct and indirect costs incurred or estimated to be incurred, by the District that are properly allocable to the acquisition, construction, or improvement of any Impact Fee Facility that are permitted to be charged by the Impact Fee Act and provided for in the IFPP, including, without limitation, Finance Costs and costs for construction, materials, engineering and design, permitting, environmental compliance, administration, personnel, rent, and legal and consulting services.

"*Impact Fee Facilities Plan*" means the plan, established and revised from time to time pursuant to Title 11, Chapter 36a, Utah Code Annotated 1953, as amended, governing the acquisition or construction of Regional Impact Fee Facilities.

"*Inactive Connection*" means any connection where water service has been discontinued for more than one month and less than ten years (120 months).

"*Level of Service*" has the same meaning as provided in the Utah Impact Fees Act, Utah Code Annotated Section 11-36a-101 et seq., as amended.

"*Municipal Customers*" means (a) municipal and other governmental customers which have executed a counterpart of this Agreement, and (b) any other Water Supplier that becomes a party to this Agreement pursuant to Section 6.2, insofar as the provisions of this Agreement relate to the rights and obligations of such entities under this Agreement.

"*Municipal Customer*" shall not include any such entity in its capacity as a Contract User.

"*Municipal System*" means the water system of the related Municipal Customer.

"*New Connection*" means:

- (a) any connection that has not previously been connected; or
- (b) any connection that was not active on the date Municipal Customer executed either (1) the 2006 Regional Water Supply Agreement, or (2) this Agreement if the Municipal Customer did not execute the 2006 Regional Water Supply Agreement.

"*Notices*" means all notices and other communications required by this Agreement.

ARTICLE 2

AUTHORITY; TERM; EXTENSION; SCOPE

Section 2.1 Authority.

This Agreement is entered into pursuant to the Conservancy Act.

Section 2.2 Initial Term; Extension.

This Agreement becomes effective upon (i) its execution by at least one Municipal Customer, (ii) the filing with the District of opinions of counsel to each Municipal Customer which has executed the Agreement as to the validity and enforceability of this Agreement as against such Municipal Customer, and (iii) the St. George Water Treatment Facilities Management Agreement becoming final and effective. This Agreement shall remain in full force and effect until the earlier of (a) a written agreement executed by all parties, terminating this Agreement, or (b) the later of (i) 50 years from the effective date of this Agreement or (ii) such later date as may be agreed upon by the parties to this Agreement.

If all or part of the System remains in service at the time of the expiration of the term of this Agreement, the District agrees that it will offer to enter into a replacement agreement with the Municipal Customers. Unless otherwise agreed to by the District and the Municipal Customers, any such replacement agreements will be on substantially the same terms and conditions as this Agreement.

ARTICLE 3

IMPACT FEE FACILITIES PLAN

Section 3.1 Maintenance of Impact Fee Facilities Plan.

Section 3.1.1 In General.

The District shall maintain in effect, and revise as required, an IFPP in accordance with Impact Fees Act and which shall govern the acquisition or construction of Impact Fee Facilities within the District's planning horizon. The District shall maintain a copy of the Impact Fee Facilities Plan on file at its principal office, available for public inspection during the District's business hours. Upon request, a copy of the Impact Fee Facilities Plan shall be provided to any Municipal Customer.

Section 3.1.2 Impact Fee Facilities.

The IFPP shall provide for and govern the acquisition and construction of Impact Fee Facilities.

Section 3.1.3 IFPP Objectives.

The Capital Facilities provided for in the IFPP shall be located and sized, and the construction of such facilities shall be timed, so as to achieve a balance among the following objectives:

- (1) Provide adequate water to meet the needs of the Municipal Customers to serve Development Activity.

- (2) Ensure that the addition of new Impact Fee Facilities does not hinder the District in maximizing the flexibility of the System and the utilization of System operational capacity for the benefit of all Municipal Customers, Retail Customers, and Contract Users;

- (3) Ensure that the addition of new Impact Fee Facilities does not hinder each Municipal Customer to maximize utilization of its Municipal System for the benefit of its customers;

- (4) Maximize the cost effectiveness of the Impact Fee Facilities' effect on operating costs of the System;

- (5) Maximize the cost effectiveness of the Impact Fee Facilities' effect on operating costs of each Municipal System;

- (6) Maximize the cost effectiveness of the number of additional District facilities constructed so as to reduce the construction costs of the System as a whole and to minimize the District Charges to Municipal Customers; and

- (7) Maximize the cost effectiveness of the number of additions to the Municipal Systems constructed or changes in the Municipal Systems for purposes of connecting to the System.

Section 3.1.4 Water Quality Related Facilities.

The IFPP shall, in addition to the other Capital Facilities specified in the CRF, provide generally for the acquisition and construction of Impact Fee Facilities that may become necessary to enable the District, in its operation of the System, to comply with requirements of law pertaining to water quality to serve Development Activity. The IFPP may, but is not required to, provide for the acquisition and construction of other facilities for the maintenance or improvement of the quality of District Water Supplies or of water which is a source of District Water Supplies serving Development Activity.

Section 3.1.5 Additional District-Operated Facilities and Regional Municipal-Owned Facilities.

Subject to Article XI, Section 6 of the Utah Constitution and other applicable provisions of law, the IFPP and any Operating Plan may provide for the operation or acquisition by the District of District Operated Facilities or Regional Municipal-Owned Facilities. Before the District acquires or commences operation of any District-Operated Facility or Regional Municipal-Owned Facility, the District and the Municipal Customer(s) that own(s) such District Operated Facility or Regional Municipal-Owned Facility will enter into an operating agreement with respect to the facility.

Section 3.1.6 General Information Respecting the Impact Fee Facilities Plan.

The IFPP shall comply with the Impact Fees Act and any other applicable law. The IFPP, as approved by the Board, shall establish the Regional Level of Service which shall be a uniform level of service for all parties to this Agreement. The Impact Fee shall be based on the Regional Level of Service.

Contract User for Water Supplies or related services under the Additional Contract shall be no more favorable to the Additional Contract User than the payment terms applicable to the Municipal Customers under this Agreement, and (ii) the Additional Contract shall expressly provide that the rights of the Additional Contract User to receive Water Supplies under such Contract shall be subject to the availability of Water Supplies after delivery of Water Supplies to the Existing Contract Users in accordance with the Existing Contracts and to the Municipal Customers and Retail Customers in accordance with this Agreement.

(c) Notwithstanding paragraph (b), the District may enter into a Great Basin Facilities Contract, provided that Capital Costs, Finance Costs, and Operation and Maintenance Costs of the Great Basin Facilities acquired, constructed or operated pursuant to such Contract shall not be paid from revenues received by the District pursuant to this Agreement.

Section 4.5.2 Prioritization of Water Allocation.

The fees and charges set forth herein take into account the resources available to the District resulting from the payment of property tax, impact fees and water rates as authorized in UCA 17B-2a, Part 10. Accordingly, no water shall be sold to any tax-exempt property owner or subsequent purchaser who has not obtained from the District an approved water reservation and paid in full the total amount due as required by the District's Water Reservation Rate Schedule, as established under the District's then current Water Allocation Priority resolution.

Section 4.5.3 Prioritization of Water Deliveries.

(a) In the event that the District Water Supplies are insufficient to satisfy the demands of all Municipal Customers, Retail Customers, and Contract Users, the District shall, to the maximum extent practicable, provide Water Supplies in the following order of priority:

- (i) First, to satisfy the water requirements of the Existing Contract Users under the Existing Contracts;
 - (ii) Second, to satisfy the demands of the Municipal Customers and Retail Customers for Treated Water, in accordance with this Agreement and the Operating Plan as applicable;
 - (iii) Third, to satisfy the demands of the Municipal Customers and Retail Customers that can be satisfied with Raw Water, in accordance with this Agreement and the Operating Plan as applicable; and
 - (iv) Fourth, to satisfy the water requirements of any Additional Contract User under an Additional Contract; provided, however, that the District shall deliver water under any Great Basin Facilities Contract in accordance with the terms thereof.
- (b) If the capacity of one or more System facilities is, for any reason, insufficient to satisfy the aggregate demands of the Municipal Customers and Retail Customers, the District or the Municipal Customers, as applicable, shall take the following actions in the following order of priority in order to give effect to the priorities set forth in paragraph (a):
- (i) First, the operations of the System shall be modified to the maximum extent practicable to provide, through alternate System facilities, for the full delivery of Water Supplies to the Municipal Customers and Retail Customers (as set forth in the Operating Plan if applicable);

- (ii) Second, each Municipal Customer shall, to the maximum extent practicable, modify operation of its Municipal System to maximize output of water production and treatment systems that it owns or operates, if such action will allow the District to increase deliveries to the Municipal Customers and Retail Customers of (A) Treated Water or, (B) if the demands of the Municipal Customers and Retail Customers for Treated Water have been satisfied, Raw Water; and

- (iii) Third, the District Water Supplies and capacity of such facilities shall be allocated by the District in accordance with paragraph (c).

(c) In the event that District Water Supplies are insufficient to satisfy the full water requirements of the Municipal Customers and Retail Customers after taking the actions described in paragraph (b)(i) and (b)(ii) of this Section, the District shall (i) apportion Water Supplies among the Municipal Customers in accordance with a shortage sharing plan adopted by the Municipal Customers, or (ii) if such a plan has not been adopted, reduce deliveries of District Water Supplies proportionately, based on the Municipal Customers' and Retail Customers' existing demand relative to the aggregate demand of the Municipal Customers and Retail Customers.

ARTICLE 5 CONSTRUCTION AND FUNDING OF FACILITIES

Section 5.1 Requirement to Construct and Fund.

The District shall use, and continue to use, every reasonable effort to (i) acquire, construct, and operate Impact Fee Facilities provided for in, and in accordance with the IFPP then in effect, using proceeds from the appropriate revenues as determined by the Board, and (ii) issue District Debt in amounts and at frequencies necessary to fund the acquisition and construction of Capital Facilities in accordance with the IFPP then in effect to the extent such construction or acquisition is not funded from other sources.

ARTICLE 6 ACQUISITION OF DISTRICT WATER SUPPLIES

Section 6.1 Acquisition of Water Supplies for Municipal Customers.

Any Water Supply or Water Right, or any interest therein, may be acquired and distributed by the District pursuant to this Agreement.

Section 6.2 Participation by Water Supplier.

Any Water Supplier not a party to this Agreement shall be ineligible for distribution of any District Water Supplies or Water Rights acquired by the District, except insofar as such Water Supplier is a Contract User. The District, in its sole discretion, may allow a Water Supplier to become a party to this Agreement and be eligible to receive delivery of any Water Rights and Water Supplies (including any District Water Supplies) acquired by the District prior to the Water Supplier's execution and delivery of this Agreement to the extent such have not been allocated to other Municipal Customers and subject to the Water Supplier's Reimbursement Obligation.

Section 8.3 Water Development Surcharge.

In order to obtain the availability and use of the Capital Facilities developed and operated pursuant to this Agreement and other benefits contemplated by this Agreement, each Municipal Customer shall pay to the District a Water Development Surcharge equal to (i) One and 75/100 Dollars (\$1.75) per Equivalent Residential Connection per month, or (ii) such greater or lesser rate per equivalent residential connection as the District shall determine from time to time in accordance with the provisions of this Article 8, provided, however, that the Water Development Surcharge shall not exceed the rate set forth above unless the District determines such greater rate to be necessary to provide revenues that are sufficient, together with Revenues derived from Impact Fees, to (i) achieve the purposes set forth in Section 8.3.2, (ii) satisfy any rate requirement or debt service coverage requirement with respect to District Debt, or (iii) maintain any rating on District Debt. The Water Development Surcharge shall be payable monthly as provided in Section 8.7.2. The equivalent residential connection baseline is based upon the number of equivalent residential connections served by the Municipal Customer on the date this Agreement was executed by the Municipal Customer and is specified for each Municipal Customer in Exhibit B hereto.

Section 8.3.3 Use of Water Development Surcharge.

The Water Development Surcharge shall be used for the following purposes:

- (1) Payment of the Capital Cost of Capital Facilities;
 - (2) Payment of Finance Costs on District Debt;
 - (3) Payment of District obligations to any Municipal Customer in connection with District-Operated Facilities;
 - (4) Maintenance of the Funds at the levels, if any, established under Article 10;
 - (5) Capital improvements required to meet existing and anticipated water quality standards which are required to be met before the IFFP can be revised to address such requirements, provided, however, that such improvements will ultimately be addressed in revisions to the IFFP; and
 - (6) Payment of District staff time allocated to Capital Facilities.
- The District shall set the Water Development Surcharge at levels to ensure that District Revenues are sufficient for the purposes specified in this Section.

Section 8.4 Payments Required to Resume Service.

For any Abandoned Connection or Inactive Connection, an amount equal to the Water Development Surcharge that would have accrued in the period of discontinuation shall be paid to the District prior to resuming service. In addition, for any Abandoned Connection, the difference in the amount of the Impact Fee when it was paid for the Abandoned Connection, and the amount of the Impact Fee at the time the Abandoned Connection resumes service shall be paid to the District prior to resuming service. For any Abandoned Connection, in the event that the charges for the Water Development Surcharge and the difference in the Impact Fee exceed the new Impact Fee being charged at the time service is resumed, the new Impact Fee may be paid in the alternative.

Section 8.5 Wholesale Rate.

Section 8.5.1 Purpose and Level of Wholesale Rate.

The District shall impose a Wholesale Rate for the purposes of providing for the payment of the Operation and Maintenance Costs, to fund the Renewal and Replacement Fund, to fund the Capital Facilities Reserve Account to the extent determined by the District, and to fund other System Costs as determined by the District. The Wholesale Rate shall be paid by each Municipal Customer for each unit of water delivered to it by the District. The amount of the Wholesale Rate shall be determined by the District based upon the considerations set forth in Section 8.4.2, and shall be adjusted from time to time so that the revenues received from the Wholesale Rate, together with Other District Revenues, will ensure that the District will have sufficient moneys at all times to pay the Operation and Maintenance Costs (including the maintenance of any necessary reserves), to fund the Capital Facilities Reserve Account to the extent determined by the District, and to fund other System Costs as determined by the District. The Wholesale Rate may have separate components for Treated Water and for Raw Water.

Section 8.5.2 Considerations in Setting Charge.

In setting the Wholesale Rate, the District shall consider and appropriately take into account, among any other factors the District considers relevant, (i) the Annual Budget, (ii) differences in cost between Treated Water and Raw Water, (iii) trends in surpluses and shortfalls in revenue derived from the Wholesale Rate in prior fiscal years, (iv) amounts on deposit in the Operation and Maintenance Fund, (v) amounts needed to maintain the Renewal and Replacement Fund, (vi) amounts needed to maintain the Capital Facilities Reserve Account, (vii) System Costs, (viii) the most current projections of future deliveries by the District of Treated Water and Raw Water to Municipal Customers, and (ix) any Other District Revenues available to the District for payment of System Costs.

Section 8.5.3 Uniform Application.

Unless otherwise agreed by the parties to this Agreement, (i) the Treated Water component of the Wholesale Rate shall be applied uniformly to all Municipal Customers; and (ii) the Raw Water component of the Wholesale Rate shall be applied uniformly to all Municipal Customers. The Raw Water component may be broken down into categories with different Wholesale Rates based on the type of Raw Water delivered.

Section 8.6 Allocation of Other District Revenues.

The District may, but except to the extent specified by law shall not be required to, allocate Other District Revenues among any of the purposes described in Section 8.3.2 and Section 8.4.1. All such allocations shall be made on such basis as the District determines appropriate.

Section 8.7 Periodic Review of Charges.

The Board shall annually review and make a five-year projection for each of the District Charges. Upon each review, the Board shall affirm or revise the rates for each charge. To the maximum extent practicable, the rates for each of the District Charges shall be set at constant levels (adjusted for inflation) for such periods as the District may determine from time to time. Notwithstanding the foregoing, the Board shall review and readjust the rates for District Charges

of the Wholesale Rates that would have been paid by the Municipal Customer if such delinquency had not occurred.

Section 8.11 Investment of Funds.

The District may invest all Revenues and amounts on deposit in any funds created hereunder in accordance with the State Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended, and any other applicable law.

ARTICLE 9 OBLIGATIONS OF MUNICIPAL CUSTOMERS

Section 9.1 Operation of Municipal Customer Systems.

Subject to the provisions of Section 17.1, Uncontrollable Force, each Municipal Customer shall use every reasonable effort to maintain and operate, to the fullest extent practicable, its Municipal System so as to (i) allow the District to deliver water to all Municipal Customers, Retail Customers and Contract Users in a manner that provides optimum benefit to each Municipal Customer in accordance with any Operating Plan, and (ii) avoid the necessity for the District to construct additions to the System. Each Municipal Customer shall construct, operate and maintain its Municipal System in compliance with all applicable laws relating to design, construction, operation, maintenance, treatment and water quality.

Section 9.2 Payment of Charges; Obligation Absolute.

Each Municipal Customer shall pay when due all charges and other amounts imposed by this Agreement. The Municipal Customer's obligation to make such payments from the amounts described in Section 9.4 is absolute and unconditional. No Municipal Customer is entitled to (i) set off any amounts due under this Agreement against any other obligations due to it by the District or other Municipal Customer, (ii) delay making any payments due under this Agreement for any reason, or (iii) withhold any payment to the District under this Agreement on account of any breach or alleged breach of this or any other agreement by the District or any other Municipal Customer or for any other reason whatever. If a Municipal Customer determines prior to the due date that any charge or amount billed is in error, it shall immediately notify the District in writing of the disputed charge or amount due and the basis therefore. Such notice shall not defer the Municipal Customer's obligation to make payment as set forth in this paragraph. If the parties are unable to resolve the disputed matter prior to the due date, the Municipal Customer may institute proceedings under Article 16.

Section 9.3 Municipal Customer Rates.

The District Charges are charges by the District to be paid by the Municipal Customers (or, with respect to the Impact Fees, collected by the District). Each Municipal Customer shall be solely responsible for setting rates and charges to its customers. Except as set out in Section 9.5, nothing in this Agreement shall be construed as governing or affecting how any Municipal Customer sets such rates and charges.

Section 9.4 Special Obligation; Payments as Operating Expenses.

Each Municipal Customer covenants and agrees that its obligation to make payments under this Agreement is a special obligation of that Municipal Customer, payable as a first charge from

(j) the gross revenues of the Municipal System of that Municipal Customer, which for purposes of this Agreement shall be deemed to include all fees, charges, income and other revenue derived from the Municipal Customer's Municipal System; and (ii) revenues from other sources that are legally available and specifically designated and authorized to be used for such purpose. Each Municipal Customer covenants and agrees that all payments to be made by it under this Agreement shall constitute operating expenses of its Municipal System and that all such payments shall constitute operating expenses under any and all indentures, resolutions or other instruments securing the Municipal Customer's bond issues payable from revenues derived from the operation of its Municipal System. The effect of this covenant is that each Municipal Customer's obligation to make payments under this Agreement from the gross revenues of its Municipal System has priority over its obligation to make payments of the principal of and interest on any and all of such outstanding bonds. The Municipal Customer's obligation to make payments under this Agreement shall not be construed as giving rise to a general obligation debt within the meaning of any constitutional or statutory limitation.

Section 9.5 Maintenance of Revenues by Municipal Customers.

Each Municipal Customer agrees to establish charges and fees for its water utility services that produce gross revenues from its Municipal System which, when combined with other legally available funds specifically designated or authorized to be used for such purposes, are sufficient to make all payments to be paid from such sources in each fiscal year, including all payments due under this Agreement.

Section 9.6 Fees and Charges by Municipal Customers.

Each Municipal Customer agrees not to charge any franchise or use fee to the District for any water delivered within its municipal boundaries.

ARTICLE 10 FUNDS

Section 10.1 Funds Generally.

To the extent required by debt instruments for District Debt, the District shall, and otherwise the District may, establish and maintain in connection with the System, the Funds specified in this Article and such other Funds as the District may deem appropriate.

Section 10.2 Rate Stabilization Account.

The District shall establish and maintain a Rate Stabilization Account (including any subaccounts that the District determines to establish therein) in the Revenue Fund for the purpose of providing, and in amounts reasonably necessary to provide, sufficient funds for the purpose of maintaining, to the extent practicable, Revenues from the Impact Fee and the Water Development Surcharge at constant levels for such periods as the District may determine from time to time. Consistent with the foregoing, moneys in the Rate Stabilization Account may be used by the District (i) for the payment of Finance Costs on District Debt to the extent that District Charges and any Other District Revenues allocated for the purposes specified in Section 8.2.3 are insufficient for such purpose, (ii) for such other purposes related to District Debt as the District determines appropriate, and (iii) the acquisition, construction or replacement of Capital Facilities. The total of the amounts held in the Rate Stabilization Account pursuant to this Section 10.2 shall

ARTICLE 12

EXCHANGE OF INFORMATION

Section 12.1 Information Regarding Plans, Charges.

The District shall make available to each Municipal Customer all reports, studies, and other information used by the District in connection with adoption of (i) the JFFP and any Operating Plan, (ii) revisions to the JFFP and any Operating Plan, and (iii) the establishment of, and changes to, the District Charges by the District pursuant to this Agreement.

The District shall make available to each Municipal Customer information regarding (i) the status of construction of facilities provided for in the JFFP, and (ii) any matters respecting the District's operation of the System that would affect the ability of the District to deliver water to any Municipal Customer in accordance with any Operating Plan.

Section 12.2 Books and Records.

The District shall make available to the Municipal Customers, and the Municipal Customers shall make available to the District, all books and other records maintained by such party with respect to matters pertaining to this Agreement. The District and the Municipal Customers may conduct an audit of any such books and records to ensure compliance with the terms of this Agreement.

ARTICLE 13

DISTRICT ADVISORY COMMITTEE

Section 13.1 Administration Advisory Committee Established.

The Administration Advisory Committee ("AAC") is hereby established, consisting of the City Manager and Mayor (or designee of the City Manager or Mayor) of each Municipal Customer and the General Manager of the District. The AAC shall meet at least quarterly and shall adopt such rules and procedures as it shall determine for holding meetings and otherwise conducting its business. The AAC at its election may consider, consult with the District and the Municipal Customers about, and provide advice to the District respecting any matter pertaining to the administration, operation, maintenance, repair and replacement, and construction of the System and respecting implementation of Article 18. In the event a recommendation of the AAC is not implemented by the District, and a majority of the Committee requests that the matter be reconsidered, the District Board shall hold a meeting with the AAC to address the matter before taking action inconsistent with the recommendation of the AAC.

Each Municipal Customer shall notify the District whenever it designates a representative to the AAC.

Section 13.2 Technical Advisory Committee Established.

The Technical Advisory Committee ("TAC") is hereby established, consisting of the water supervisor of each Municipal Customer and the General Manager of the District. The TAC shall meet at least quarterly and shall adopt such rules and procedures as it shall determine for holding meetings and otherwise conducting its business. The TAC at its election may consider, consult with the District and the Municipal Customers about, and provide advice to the District respecting

any matter pertaining to the operation, maintenance, repair and replacement, and construction of the System. The TAC shall also consider any matter presented to it by the AAC.

Each Municipal Customer shall notify the District whenever it designates a representative to the TAC.

ARTICLE 14

ACTIONS REQUIRING APPROVAL BY MUNICIPAL CUSTOMERS

Section 14. Approval of Projects Included in the JFFP.

In addition to the requirements of Section 3.2.2, any project added to the JFFP which would increase the Total Cost of the JFFP as last approved by the governing authorities of the Municipal Customers, shall require approval by the majority vote of the Board and the affirmative vote of the governing authorities of a majority of all Municipal Customers, other than Municipal Customers in default under this Agreement.

ARTICLE 15

ENFORCEMENT BY DISTRICT

Section 15.1 Remedies Not Limited by Agreement.

Nothing in this Agreement is intended to limit, or shall be construed as limiting, any right or remedy, at law or in equity, available to the District against a Municipal Customer under this Agreement, and all such rights and remedies shall be cumulative. No failure of the District to exercise, and no delay by the District in exercising, any right shall operate as a waiver of that right or of any other right provided under this Agreement or otherwise available at law or in equity. No single or partial exercise of any right by the District shall preclude any further exercise of such right or any other right available to the District under this Agreement or at law or in equity.

ARTICLE 16

CLAIMS BY MUNICIPAL CUSTOMERS; DISPUTE RESOLUTION

Section 16.1 Claims Seeking Performance by District.

Section 16.1.1 Maintainable Claims Against District.

The following claims by a Municipal Customer under this Agreement, and no others, may be maintained against the District:

- (1) A claim that the District is not using every reasonable effort to construct or fund the Impact Fee Facilities as required by Section 5.1;
- (2) A claim that the District has not revised the JFFP then in effect as required by Section 3.2.2 to serve the demand of the Municipal Customer asserting the claim.
- (3) A claim that the District is not delivering water to that Municipal Customer as required by Article 7; and
- (4) A claim that the District has added a project that increases the Total Cost of the JFFP without satisfying the requirements set forth in Article 14.

(1) Wholesale Rates paid by such Municipal Customer on either of the following grounds and no other: (i) the deliveries to which such charges relate were less than reflected on the District statement for the period to which such payments relate, or (ii) the amount of the applicable Wholesale Rate is other than the amount then in effect or provided for in a final order of a court of competent jurisdiction in an action brought pursuant to Section 16.1; and

(2) Late charges and interest which the Municipal Customer claims were assessed incorrectly against it.

Section 16.2.2 Conditions Precedent to Litigation.

No action may be brought against the District pursuant to Section 16.2 unless (1) the Municipal Customer has paid all charges and interest in dispute, (ii) within 18 months after the date such payment was due, the Municipal Customer has given the District notice, adopted by vote of the legislative body of the Municipal Customer, of the claim stating the amount of and reasons for the claim, and (iii) the action is brought within 120 days after such notice, subject to extension pursuant to Section 17.1 or agreement by the District. The prevailing party in any action by a Municipal Customer pursuant to Section 16.2 shall be entitled to its costs of litigation and appeal, including the fees of attorneys, expert witnesses, and other consultants, in such amount as the court determines is reasonable.

Section 16.2.3 Interest.

All payments recovered by a Municipal Customer pursuant to Section 16.2 shall bear interest from the date the payment was made by the Municipal Customer until the date the payment was made to the Municipal Customer by the District at the rate of twelve per cent (12 %) per annum.

Section 16.3 Court.

Any action arising out of this Agreement shall be brought in the Utah State District Court situated in St. George, Utah, the jurisdiction of which court is hereby agreed to by each party hereto.

ARTICLE 17

UNCONTROLLABLE FORCES

Section 17.1 Excuse from Performance

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

ARTICLE 18 CONSERVATION

Section 18.1 Water Conservation, Septic Densities, Secondary Systems and Reuse.

The Municipal Customers shall, at a minimum, take the following actions to conserve and protect water: (i) prepare and maintain a current water conservation plan which shall meet the requirements of, and any standards set forth by, the AAC; (ii) enact a water conservation rate structure for water use through its Municipal System, time of day water use ordinance and appropriate landscape ordinances; (iii) comply with the Determination of Recommended Septic System Densities for Groundwater Protection report issued on July 20, 1998, by Hansen Allen & Luce; (iv) evaluate and promote the maximum use of secondary irrigation systems within their jurisdictions; and (v) if requested, shall participate in a planning process to ensure maximum use of the St. George Water Reuse Project water. Municipal Customers shall use secondary water on all municipal facilities for which such use is feasible. With the concurrence of the AAC, the Board may impose penalties and offer incentives to encourage actions to conserve and protect water.

ARTICLE 19 REPRESENTATIONS

Section 19.1 Representations of the Municipal Customers.

Each Municipal Customer hereby represents and warrants as follows with respect to such Municipal Customer:

(1) The Municipal Customer is a political subdivision and a body corporate of the State, duly organized and existing under the laws of the State.

(2) The Municipal Customer has duly authorized and approved the execution and delivery of, and the performance by the Municipal Customer of its obligations contained in this Agreement and the consummation by the Municipal Customer of all other transactions contemplated by this Agreement.

(3) This Agreement constitutes the legal, valid and binding obligation of the Municipal Customer, enforceable in accordance with its terms.

(4) The Municipal Customer has lawful authority to own or operate its Municipal System and to fix and collect rates, fees and other charges in connection with the Municipal System in accordance with the Impact Fee Act and the laws of the State.

(5) The Municipal Customer has valid legal title to the property and interests in property necessary to own and operate its Municipal System.

(6) The Municipal Customer's Municipal System, including any District-Operated Facilities, is in compliance with all applicable laws relating to the treatment and quality of water.

(7) The Municipal Customer's Municipal System contains sufficient Water Capacity to serve all water connections for which building permits have been issued and/or subdivision plans have been approved prior to the effective date of either (1) the Municipal Customer's execution of the 2006 Regional Water Supply Agreement, or (2) the Municipal Customer's execution of this Agreement if the Municipal Customer did not execute the 2006 Regional Water Supply Agreement or, if not, the number of connections for which an amount equivalent to the Impact Fee must be paid under Section 8.7.1.

Section 20.6 Severability.

If any provision of this Agreement should be deemed invalid or unenforceable by a final decision of any court of competent jurisdiction, then the remaining provisions of this Agreement shall remain in effect and shall not be affected by any such decision.

Section 20.7 Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed to be an original instrument.

**ARTICLE 21
NOTICES**

Section 21.1 Notices.

Section 21.1.1 Method of Giving Notice.

All notices, statements and other communications required by this Agreement shall be in writing and shall be given by one of the following methods:

- (1) By personal delivery, the notice being effective on delivery;
- (2) By first class mail, the notice being effective four mail delivery days after deposit, postage pre-paid, in a United States Postal Service office or mailbox;
- (3) By certified mail, the notice being effective on delivery if confirmed by a return receipt;
- (4) By overnight delivery service, the notice being effective on delivery if delivery is confirmed by the delivery service; or
- (5) By facsimile transmission, the notice being effective on receipt, provided that (i) either (A) a duplicate notice is promptly given by one of the other methods permitted by this Article, or (B) the receiving party delivers a written confirmation of receipt, and (ii) any notice given by facsimile transmission shall be deemed received on the next business day if it is received after 4:30 p.m. Mountain Time or on a nonbusiness day.

Section 21.1.2 Addresses for Notices.

Notices shall be given to parties who have executed counterparts of this Agreement at the following addresses and facsimile numbers:

Washington County Water Conservancy District
533 East Waterworks Drive
St. George, UT 84770
Attention: General Manager

City of St. George
175 East 200 North
St. George, UT 84770
Attention: City Manager

Washington City
111 North 100 East
P.O. Box 23
Washington, UT 84780
Attention: City Manager

City of Santa Clara
2603 Santa Clara Drive
Santa Clara, UT 84765
Attention: City Manager

Ivins City
55 North Main
Ivins, UT 84738
Attention: City Manager

City of Hurricane
147 North 870 West
Hurricane, UT 84737
Attention: City Manager

Toquerville
P.O. Box 27
Toquerville, UT 84774
Attention: Mayor

La Verkin City
435 North Main Street
La Verkin, UT 84745
Attention: City Manager

Town of Leeds
218 North Main Street
P.O. Box 460879
Leeds UT 84746
Attention: Mayor

Town of Virgin
114 South Mill Street
P.O. Box 790008
Virgin, UT 84779
Attention: Mayor

Town of Apple Valley
1777 East Meadowlark Drive
Apple Valley, UT 84737
Attention: Mayor

WASHINGTON CITY, UTAH

KENNETH NELSON, Mayor

ATTEST AND COUNTERSIGN:

City Recorder

[SEAL]

The undersigned is the attorney for the City of Washington and hereby certifies that the agreement is binding, effective, valid and enforceable against the City in accordance with its terms.

Jeff Starkey, City Attorney

CITY OF IVINS, UTAH

CHRIS HART, Mayor

ATTEST AND COUNTERSIGN:

City Recorder

[SEAL]

The undersigned is the attorney for the City of Ivins and hereby certifies that the agreement is binding, effective, valid and enforceable against the City in accordance with its terms.

Dale Coulam, City Attorney

CITY OF TOQUERVILLE, UTAH

LYNN CHAMBERLAIN, Mayor

ATTEST AND COUNTERSIGN:

City Recorder

[SEAL]

The undersigned is the attorney for the City of Toquerville and hereby certifies that the agreement is binding, effective, valid and enforceable against the City in accordance with its terms.

Heath Snow, City Attorney

CITY OF LA VERKIN, UTAH

RICHARD HIRSCH, Mayor

ATTEST AND COUNTERSIGN:

City Recorder

[SEAL]

The undersigned is the attorney for the City of La Verkin and hereby certifies that the agreement is binding, effective, valid and enforceable against the City in accordance with its terms.

Kevin Bennett, City Attorney

TOWN OF APPLE VALLEY, UTAH

MARTY LISONBEE, Mayor

ATTEST AND COUNTERSIGN:

Town Clerk

[SEAL]

The undersigned is the attorney for the Town of Apple Valley and hereby certifies that the agreement is binding, effective, valid and enforceable against the City in accordance with its terms.

Town Attorney

