

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 20, 2019 **5:00 p.m.**

Council Chambers, 111 S. Main, La Verkin, Utah

5:00pm Work Meeting

1. FY 2019-2020 Budget

A. 6:00pm Meeting Called to Order: Invocation by Invitation; Pledge of Allegiance

B. Appointments:

1. Appointments to Boards, Commissions, and Committees

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. Review Invoices and Checks: \$145,150.51

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

E. 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.

F. Business:

1. Discussion and possible action on the Capital Improvement Priority List.
2. Discussion and possible action to award the bid for the Main Street Safe Routes to Schools Project.
3. Discussion and possible action to approve a vehicle lease agreement for a Public Works vehicle.

G. 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

H. 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 18, 2019.

Christy Ballard, City Recorder

La Verkin City Invoice Register - 2/16/2019 to 3/15/2019 - All Invoices

3/18/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
100039777.0301	*DeLaney, Samantha & Joe	45345	3/1/2019	3/1/2019	\$193.85 193.85	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039777 - *DeLaney, Samantha & Joe
100039900.0301	*Wall, Suzanne	45346	3/1/2019	3/1/2019	\$96.33 96.33	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039900 - *Wall, Suzanne
100040206.0217	*Wood, Ileen	45317	2/17/2019	2/17/2019	\$47.86 47.86	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040206 - *Wood, Ileen
RFD 100040080.	^Glover, Kimlynn	45347	3/1/2019	3/1/2019	\$91.54 91.54	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040080 - ^Glover, Kimlynn
RFD 100039963.	^L & W Rental Properties	45348	3/1/2019	3/1/2019	\$99.95 99.95	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039963 - ^L & W Rental Properties
966	A2B Automotive		3/5/2019	3/17/2019	\$388.19 194.10	104240.450	Inspect VEHICLE MAINTENAN	2015 Chevy truck - connectors, brake adjustment
020619	ACE HARDWARE	45349	2/20/2019	3/1/2019	\$49.98 49.98	104410.745	Streets STREET IMPROVEME	2015 Chevy truck - connectors, brake adjustment
305078 PO# 3100	ACE HARDWARE	45349	2/20/2019	3/10/2019	\$547.93 547.93	104510.250	Parks EQUIPMENT OPERATIN	Purchase hedge trimmer to replace stolen quipment
305241	ACE HARDWARE	45349	3/5/2019	3/10/2019	\$25.77 25.77	104253.270	Animal B&G OPERATIONS AN	Cleaning supplies for Animal shelter
305399	ACE HARDWARE		3/11/2019	3/10/2019	\$63.97 63.97	104510.250	Parks EQUIPMENT OPERATIN	Park supplies
305419	ACE HARDWARE	45349	3/5/2019	3/10/2019	\$9.24 9.24	104510.250	Parks EQUIPMENT OPERATIN	Park supplies
305774	ACE HARDWARE		3/11/2019	4/10/2019	\$332.96 332.96	104510.250	Parks EQUIPMENT OPERATIN	FS 111 R Trimmer Loop Handle SR#515563935
	Vendor Total:				\$1,029.85			
PR021519-258	AFLAC	45350	2/20/2019	2/20/2019	\$106.50 106.50	102224	Health Savings Account	AFLAC EE
PR030119-258	AFLAC	45350	3/6/2019	3/6/2019	\$106.50 106.50	102224	Health Savings Account	AFLAC EE
	Vendor Total:				\$213.00			
1 - 2018 Vacor Tr	Ash Creek Sewer District	45351	2/28/2019	2/28/2019	\$5,131.57 4,935.07	512563.2 516660.821	2018 Vacor Truck - Repaid Admin INTEREST EXPENSE 2	Principal - 2018 Vacor Truck Interest - 2018 Vacor Truck
85444 PO# 3118	B & B SPECIALTIES, LLC	45352	3/6/2019	3/5/2019	\$12,770.00 12,770.00	104510.480	Parks RAP Tax	Operable wall @ 111 S Main
200779	BALLARD'S NURSERY		3/11/2019	3/25/2019	\$79.00 79.00	104510.250	Parks EQUIPMENT OPERATIN	Grass seed for Cemetary

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200789	BALLARD'S NURSERY		3/11/2019	3/25/2019	\$59.00	104510.250	Parks EQUIPMENT OPERATIN	Grass seed for Cemetary
	Vendor Total:				\$138.00			
RFD 100040330.	Bandringa, Philip	45353	3/5/2019	3/5/2019	\$102.66	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040330 - Bandringa, Philip
UT20190330	BLUE STAKES OF UTAH 811		3/5/2019	3/30/2019	\$27.11	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
2019	Briggs, Kaylie	45307	2/19/2019	2/19/2019	\$25.00	104540.610	Rec MISCELLANEOUS EXPEN	Miss Congeniality
CL13175	CENTURY EQUIPMENT	45354	3/5/2019	3/5/2019	\$825.00			
					16.50	104160.250	Bldg EQUIPMENT OPERATING	
					16.50	104160.270	Bldg B&G OPERATION AND M	
					99.00	104240.250	Inspect EQUIPMENT OPERATI	
					198.00	104410.250	Streets EQUIPMENT OPERATI	
					33.00	104410.745	Streets STREET IMPROVEME	
					16.50	104510.250	Parks EQUIPMENT OPERATIN	
					231.00	516340.250	O&M EQUIPMENT OPERATIN	
					16.50	516340.450	O&M SYSTEMS MAINTENANC	
					82.50	536310.250	Irrigation EQUIPMENT OPERA	
					16.50	536310.450	Irrigation WATER MAIN REPAIR	
					82.50	556350.250	Drainage EQUIPMENT OPERA	
					16.50	556350.440	Drainage NEW SERVICES	
756-0219	CenturyLink	45355	2/20/2019	3/3/2019	\$90.20		Police TELEPHONE	Phone
					63.14	104210.290	Victims TELEPHONE	Phone
949-0219	CenturyLink		3/5/2019	3/16/2019	\$61.45		Animal UTILITIES	DSL @ Animal shelter
979-0219	CenturyLink	45355	2/20/2019	3/3/2019	\$73.05	536310.250	Irrigation EQUIPMENT OPERA	DSL @ Filter station
	Vendor Total:				\$224.70			
3729899	CERTIFIED LABORATORIES	45356	3/5/2019	3/10/2019	\$399.95			
					8.00	104160.250	Bldg EQUIPMENT OPERATING	
					8.00	104160.270	Bldg B&G OPERATION AND M	
					47.99	104240.250	Inspect EQUIPMENT OPERATI	
					95.97	104410.250	Streets EQUIPMENT OPERATI	
					16.00	104410.745	Streets STREET IMPROVEME	
					8.00	104510.250	Parks EQUIPMENT OPERATIN	
					111.99	516340.250	O&M EQUIPMENT OPERATIN	
					8.00	516340.450	O&M SYSTEMS MAINTENANC	
					40.00	536310.250	Irrigation EQUIPMENT OPERA	
					8.00	536310.450	Irrigation WATER MAIN REPAIR	
					40.00	556350.250	Drainage EQUIPMENT OPERA	
					8.00	556350.440	Drainage NEW SERVICES	
011319	Citi Cards	2202019	2/20/2019	1/13/2019	\$15.00		Admin COMPUTER EQUIPME	Screencloud
					15.00	104140.315		
020619	Citi Cards		2/20/2019	3/10/2019	\$1.90		Rec MISCELLANEOUS EXPEN	Picture for Foyer
PO# 3093					1.90	104540.610		
020719	Citi Cards		2/20/2019	2/25/2019	\$40.27		Comm COMMUNITY DEVELOP	Lunch Meeting with Mayor Hirschi & Councilman Gubler
PO# 3095					40.27	104620.610		

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02072019	Citi Cards		2/20/2019	2/25/2019	\$45.31	104140.610	Admin MISCELLANEOUS SER	Staff retreat
020919 PO# 3097	Citi Cards		2/20/2019	3/10/2019	\$1.90	104540.610	Rec MISCELLANEOUS EXPEN	Picture of 2018 Royalty
022619	Citi Cards		3/5/2019	3/10/2019	\$21.26	104140.240	Admin OFFICE EXPENSE, SUP	office supplies
					9.77	104140.310	Admin ATTORNEY/IN HOUSE	office supplies
					2.13	516660.240	Admin OFFICE EXPENSE, SUP	office supplies
					5.10	536310.240	Irrigation OFFICE EXPENSE, S	office supplies
					1.28	556350.240	Drainage OFFICE EXPENSE, S	
					2.98			
022819 PO# 3111	Citi Cards		3/6/2019	3/10/2019	\$15.94	104620.610	Comm COMMUNITY DEVELOP	Staff Picture for Hallway
030419 PO# 3115	Citi Cards		3/6/2019	3/10/2019	\$9.34	104140.230	Admin TRAVEL & TRAINING	Managers Luncheon
030619	Citi Cards		3/6/2019	3/25/2019	\$95.68	104140.240	Admin OFFICE EXPENSE, SUP	paper
					44.01	104140.310	Admin ATTORNEY/IN HOUSE	office supplies
					9.57	516660.240	Admin OFFICE EXPENSE, SUP	office supplies
					22.96	536310.240	Irrigation OFFICE EXPENSE, S	office supplies
					5.74	556350.240	Drainage OFFICE EXPENSE, S	
					13.40			
032619 PO# 3121	Citi Cards		3/6/2019	3/20/2019	\$125.00	104620.610	Comm COMMUNITY DEVELOP	Training in North Salt Lake
275298001	Citi Cards		2/21/2019	3/10/2019	\$200.00	104620.610	Comm COMMUNITY DEVELOP	rights to play The Incredibles 2 movie
					200.00			
2793-4019	Citi Cards		3/5/2019	2/26/2019	\$49.00	104140.315	Admin COMPUTER EQUIPME	Website hosting
					49.00			
32801	Citi Cards		2/21/2019	2/20/2019	\$141.68	104140.290	Admin TELEPHONE/COMMUNI	DSL
					52.42	104253.280	Animal UTILITIES	PHONE
					14.17	516660.290	Admin TELEPHONE & COMMU	TDS
					55.26	536310.290	Irrigation TELEPHONE & COM	DSL
					2.83	556350.290	Drainage TELEPHONE & COM	DSL
					17.00			
4093003	Citi Cards		3/11/2019	4/10/2019	\$186.10	104140.315	Admin COMPUTER EQUIPME	6TB Hard drive for back up server
					186.10			
62162266 PO# 3109	Citi Cards		3/6/2019	3/15/2019	\$200.00	104140.230	Admin TRAVEL & TRAINING	UCMA Conference St. George
					200.00			
9186190301	Citi Cards		3/6/2019	3/20/2019	\$334.63	104140.290	Admin TELEPHONE/COMMUNI	DSL
					123.81	104253.280	Animal UTILITIES	PHONE
					33.46	516660.290	Admin TELEPHONE & COMMU	DSL
					130.51	536310.290	Irrigation TELEPHONE & COM	DSL
					6.69	556350.290	Drainage TELEPHONE & COM	DSL
					40.16			
9730650	Citi Cards		3/11/2019	4/10/2019	\$205.98	104140.315	Admin COMPUTER EQUIPME	6TB Hard drive, Internal drive for back up server
					205.98			
Vendor Total:					\$1,688.99			
100040350.0226	Condle, Cory and Amanda	45357	2/26/2019	2/26/2019	\$11.36	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040350 - Condle, Cory and Amanda
					11.36			

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100040071.0218	Crofts, Cody	45322	2/18/2019	2/18/2019	\$136.76 136.76	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040071 - Crofts, Cody
010319	Davis Food & Drug #4/Farmers Market	45323	2/20/2019	2/1/2019	\$54.98 54.98	516340.450	O&M SYSTEMS MAINTENANC	Heater
01092019	Davis Food & Drug #4/Farmers Market	45323	2/20/2019	2/1/2019	\$99.98 99.98	516340.450	O&M SYSTEMS MAINTENANC	supplies
020219	Davis Food & Drug #4/Farmers Market		3/12/2019	3/10/2019	\$37.95 37.95	104540.610	Rec MISCELLANEOUS EXPEN	Flowers for Miss LaVerkin Pagent
022119	Davis Food & Drug #4/Farmers Market		3/11/2019	3/15/2019	\$5.04 5.04	104510.250	Parks EQUIPMENT OPERATIN	hardware
030219 PO# 3113	Davis Food & Drug #4/Farmers Market		3/6/2019	3/15/2019	\$27.89 27.89	104111.230	Council TRAVEL & TRAINING	Food for Budget Retreat
030619	Davis Food & Drug #4/Farmers Market		3/6/2019	3/25/2019	\$12.97 12.97	104140.610	Admin MISCELLANEOUS SER	Staff meeting
	Vendor Total:				\$238.81			
62379668	DeLage Landen Financial Services	45324	2/20/2019	2/20/2019	\$310.96 66.60 111.14 71.03 15.55 46.64	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	Copy Cost Copy Cost Copy Cost Copy Cost Copy Cost
3269-0219	Dominion Energy	45358	3/5/2019	3/13/2019	\$328.86 164.43 164.43	104140.280 104210.280	Admin UTILITIES Police UTILITIES	111 S Main Street 111 S Main Street
9275-0219	Dominion Energy	45358	3/5/2019	3/13/2019	\$7.16 7.16	104510.280	Parks UTILITIES	Cemetery shop
9924-0219	Dominion Energy	45358	3/5/2019	3/13/2019	\$184.31 184.31	104140.280	Admin UTILITIES	435 N Main street
	Vendor Total:				\$620.33			
RFD 100040335.	Edwards, Bill	45359	3/1/2019	3/1/2019	\$108.35 108.35	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040335 - Edwards, Bill
474120190301	EMI Health	45360	3/5/2019	3/1/2019	\$1,630.50 1,630.50	101562	PEHP/AFLAC Insurance Clearin	Employee insurance
022819	Empire Waste Services	45361	3/5/2019	3/10/2019	\$294.00 73.50 161.70 14.70 44.10	104140.460 516660.460 536310.460 556350.460	Admin CONTRACT SERVICES Admin CONTRACTED SERVIC Irrigation CONTRACTED SERVI Drainage OUTSIDE CONTRAC	
2019	Ennis, Consiglia	45308	2/19/2019	2/19/2019	\$50.00 50.00	104540.610	Rec MISCELLANEOUS EXPEN	2nd Attendant
128272	EXECUTECH		3/11/2019	3/20/2019	\$299.95 299.95	104510.240	Parks OFFICE EXPENSE, SUP	5 High speed solid site drives
NP55534526	FUELMAN FLEET CARD		3/12/2019	3/22/2019	\$2,253.39 22.19	104160.250	Bldg EQUIPMENT OPERATING	

La Verkin City
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022019	GUBLER, KYLE	45362	3/5/2019	2/28/2019	\$310.76	104160.270	Bldg B&G OPERATION AND M	Fuel
					310.76	104210.250	Police EQUIPMENT OPERATI	Fuel
						104230.300	Victims FUEL	Fuel
						104230.300	Inspect EQUIPMENT OPERATI	
						104240.250	Animal EQUIPMENT OPERATI	
						104253.250	Streets EQUIPMENT OPERATI	
						104410.250	Streets STREET IMPROVEME	
						104410.745	Parks EQUIPMENT OPERATI	
						104510.250	O&M EQUIPMENT OPERATI	
						516340.250	O&M SYSTEMS MAINTENANC	
						516340.450	Irrigation EQUIPMENT OPERA	
						536310.250	Irrigation WATER MAIN REPAIR	
						536310.450	Drainage EQUIPMENT OPERA	
						556350.250	Drainage NEW SERVICES	
						556350.440		
						\$310.76	Admin EQUIPMENT OPERATI	Mileage reimbursement for Feb. 2019
						310.76		
021919	H&E Equipment Services, Inc.	45363	3/5/2019	2/19/2019	\$10.00	104160.250	Bldg EQUIPMENT OPERATING	
					0.20	104160.270	Bldg B&G OPERATION AND M	
					0.20	104240.250	Inspect EQUIPMENT OPERATI	
					1.20	104410.250	Streets EQUIPMENT OPERATI	2 keys
					2.40	104410.250	Streets STREET IMPROVEME	
					0.40	104410.745	Parks EQUIPMENT OPERATI	
					0.20	104510.250	O&M EQUIPMENT OPERATI	
					2.80	516340.250	O&M SYSTEMS MAINTENANC	
					0.20	516340.450	Irrigation EQUIPMENT OPERA	
					1.00	536310.250	Irrigation WATER MAIN REPAIR	
					0.20	536310.450	Drainage EQUIPMENT OPERA	
					1.00	556350.250	Drainage NEW SERVICES	
					0.20	556350.440		
						\$95.49	Parks SPORTS	Paint, whistles, bags, pegs for Soccer
					95.49	104510.610		
011619	Hamson, Nathan D	45364	3/5/2019	3/5/2019				
1000015792	Hamson, Nathan D		3/11/2019	3/15/2019	\$129.96	104510.610	Parks SPORTS	Supplies for Kick Ball
					129.96			
R10301191	Hamson, Nathan D	45364	3/1/2019	3/1/2019	\$800.00	104510.120	Parks PART TIME EMPLOYEE	Sports Director
					800.00			
					\$1,025.45			
030119	Hawks, Christopher	45365	3/4/2019	3/1/2019	\$400.00	104510.120	Parks PART TIME EMPLOYEE	Assistant sports director
					400.00			
032019	Health Equity	03062019	3/7/2019	3/2/2019	\$24.75	104210.130	Police EMPLOYEE BENEFITS	
					5.00	104230.130	Victims EMPLOYEE BENEFITS	
					5.00	516660.130	Admin EMPLOYEE BENEFITS	
					14.75			
						\$435.00	Health Savings Account	PEHP Health Equity
					435.00	102224		
PR021519-6099	Health Equity	03062019	2/20/2019	2/20/2019	\$1,986.00	102224	Health Savings Account	PEHP Health Equity
					1,986.00			
PR030119-6099	Health Equity	03062019	3/6/2019	3/6/2019	\$2,445.75			
					\$3,256.00	103801.7	Impact fees - Parks & Recreation	Impact fees refunded to developer 336 W 850 N
					3,256.00			
Lot 16	High Desert Holdings, Vince Blackmore,	45366	3/6/2019	3/1/2019				

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Lot 2	High Desert Holdings, Vince Blackmore,	45366	3/6/2019	3/1/2019	\$3,256.00 3,256.00 \$6,512.00	103801.7	Impact fees - Parks & Recreation	Impact fees refunded to developer 334 W 900 N
2019-1063	Vendor Total: HURRICANE CITY JUSTICE COURT	45367	3/6/2019	3/12/2019	\$250.00 250.00	104121.240	Police JUSTICE COURT	March 2019 Court billing
020419	HURRICANE CITY POWER		3/6/2019	3/15/2019	\$21.52 21.52	104140.280	Admin UTILITIES	LaVerkin city sign
11-428	HURRICANE CITY WATER DEPT	45368	2/20/2019	3/1/2019	\$86.98 25.87 61.11	516660.410 516660.410	Admin PRODUCT OR SERVIC Admin PRODUCT OR SERVIC	Power for Ash Creek Springs Jan. 2019 @13% chlorine and cylinder rental Jan. 2019
28859	HURRICANE READY MIX LLC		3/11/2019	2/25/2019	\$186.84 186.84	516340.450	O&M SYSTEMS MAINTENANC	Fill dirt
8296	HURRICANE VALLEY CHAMBER		3/11/2019	4/1/2019	\$200.00 200.00	104140.210	Admin BOOKS, SUBSCRIPTION	2019 Annual membership
85348	HURST'S TOTAL PEST CONTROL		3/11/2019	3/25/2019	\$170.00 42.50 93.50 8.50 25.50	104140.460 516660.460 536310.460 556350.460	Admin CONTRACT SERVICES Admin CONTRACTED SERVIC Irrigation CONTRACTED SERVIC Drainage OUTSIDE CONTRAC	
021919	IMLAY, DEREK	45314	2/20/2019	2/19/2019	\$31.50 31.50	104240.220	Inspect BOOKS & MEMBERSHI	Per diem Inspector training
29480-0319	INFOWEST		3/6/2019	3/16/2019	\$50.00 18.50 5.00 19.50 1.00 6.00	104140.290 104253.280 516660.290 536310.290 556350.290	Admin TELEPHONE/COMMUNI Animal UTILITIES Admin TELEPHONE & COMMU Irrigation TELEPHONE & COM Drainage TELEPHONE & COM	DSL PHONE DSL DSL DSL
SG2993271	Intermountain WorkMed	45369	3/6/2019	1/16/2019	\$96.00 96.00	104210.250	Police EQUIPMENT OPERATIN	Drug screen
050928	INTERSTATE ROCK		3/12/2019	3/1/2019	\$27.80 27.80	516340.450	O&M SYSTEMS MAINTENANC	Road base 380 W 400 N
050935	INTERSTATE ROCK		3/12/2019	3/1/2019	\$30.69 30.69	516340.450	O&M SYSTEMS MAINTENANC	Road base 400 N 400 W
050936	INTERSTATE ROCK		3/12/2019	3/1/2019	\$38.68 38.68 \$97.17	516340.450	O&M SYSTEMS MAINTENANC	Road base 400 W 400 N
RFD 100040202.	Vendor Total: Iverson General Contractor		3/11/2019	3/11/2019	\$68.02 68.02	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040202 - Iverson General Contractor
RFD 100040416.	Jensen, Jerald		3/12/2019	3/12/2019	\$167.55 167.55	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040416 - Jensen, Jerald
119367	Jones & DeMille Engineering	45326	2/20/2019	2/19/2019	\$2,500.00 2,500.00	104140.460	Admin CONTRACT SERVICES	LaVerkin City Master Transportation Plan

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2473	Keep It Green		3/11/2019	3/15/2019	\$578.00			
					418.00	104510.250	Parks EQUIPMENT OPERATIN	Monthly weed and fertilizer for parks and cemetery
					160.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
PR021519-2969	LAVERKIN CITY	02202019	2/20/2019	2/20/2019	\$35.00			
					35.00	102225	Misc Payable	Misc. Deductions
PR030119-2969	LAVERKIN CITY		3/6/2019	3/6/2019	\$35.00			
					35.00	102225	Misc Payable	Misc. Deductions
	Vendor Total:				\$70.00			
110419	LeFEVRE, JIMMY OR DEBORAH	45370	3/6/2019	3/1/2019	\$300.00			
					300.00	102331	Building/Park Rental deposit	Refund building deposit- never used
PR021519-147	LEGAL SHIELD	45371	2/20/2019	2/20/2019	\$23.90			
					23.90	102225	Misc Payable	LegalShield
PR030119-147	LEGAL SHIELD	45371	3/6/2019	3/6/2019	\$23.90			
					23.90	102225	Misc Payable	LegalShield
	Vendor Total:				\$47.80			
EA837889	Les Olson	45372	3/6/2019	3/1/2019	\$305.19			
					46.30	104140.240	Admin OFFICE EXPENSE, SUP	Copy Cost
					92.47	104140.310	Admin ATTORNEY/IN HOUSE	Copy Cost
					125.42	516660.240	Admin OFFICE EXPENSE, SUP	Copy Cost
					10.22	536310.240	Irrigation OFFICE EXPENSE, S	Copy Cost
					30.78	556350.240	Drainage OFFICE EXPENSE, S	Copy Cost
1902061030 PO# 3103	LP Building Solutions	45327	2/20/2019	2/11/2019	\$800.00			
					800.00	516340.250	O&M EQUIPMENT OPERATIN	Rain gutter on canopy over equipment on shop pad
40445	MEGA-PRO INTERNATIONAL	45373	3/5/2019	3/5/2019	\$186.96			
					186.96	104253.250	Animal EQUIPMENT OPERATI	LaVerkin City code enforcement uniforms
40446	MEGA-PRO INTERNATIONAL	45373	3/5/2019	3/5/2019	\$178.96			
					178.96	104253.250	Animal EQUIPMENT OPERATI	LaVerkin City animal control uniforms
	Vendor Total:				\$365.92			
100039906.0222	Mike, Sara	45374	2/22/2019	2/22/2019	\$119.43			
					119.43	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039906 - Mike, Sara
022619	MOWER, TIFFANY	45339	2/26/2019	2/26/2019	\$59.00			
					59.00	104230.230	Victims TRAVEL & TRAINING	SWAVO Training in S. Jordan-2-26 to 2-27
536462	NAPA AUTO PARTS	45328	2/20/2019	2/25/2019	\$101.77			
					2.04	104160.250	Bldg EQUIPMENT OPERATING	
					2.04	104160.270	Bldg B&G OPERATION AND M	
					12.21	104240.250	Inspect EQUIPMENT OPERATI	
					24.42	104410.250	Streets EQUIPMENT OPERATI	
					4.07	104410.745	Streets STREET IMPROVEME	
					2.01	104510.250	Parks EQUIPMENT OPERATIN	
					28.50	516340.250	O&M EQUIPMENT OPERATIN	

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022019 PO# 3119	Nielson, Eric	45375	3/6/2019	2/25/2019	\$350.00	516340.450	O&M SYSTEMS MAINTENANC	
126589	Opticare of Utah		3/13/2019	3/25/2019	\$256.60	536310.250	Irrigation EQUIPMENT OPERA	
022019	PEHP	45376	2/21/2019	3/12/2019	\$20,579.32	536310.450	Irrigation WATER MAIN REPAIR	
190401	Pelorus Methods, Inc.		3/6/2019	3/31/2019	\$2,500.00	556350.250	Drainage EQUIPMENT OPERA	
3308243032	PITNEY BOWES		3/11/2019	3/29/2019	\$123.06	556350.440	Drainage NEW SERVICES	
021919	POSTERT, JOHN	45315	2/20/2019	2/19/2019	\$31.50	104510.480	Parks RAP Tax	2 Boxes for Flags
723800	Preston's Mobile Shredding		3/5/2019	3/25/2019	\$25.00	101562	PEHP/AFLAC Insurance Clearin	Employee EYE
2092	Pro-Rooter		3/11/2019	3/15/2019	\$170.00	101562	PEHP/AFLAC Insurance Clearin	Employee Insurance
021519	PUBLIC EMPLOYEES LTD PROGRAM		3/11/2019	3/10/2019	\$364.87	104140.315	Admin COMPUTER EQUIPME	Software and support
0426-0319	PURCHASE POWER		3/11/2019	3/25/2019	\$640.65	104210.315	Police COMPUTER EQUIPMEN	Software and support
093877	QUALITY TIRE CO		3/11/2019	3/20/2019	\$405.70	516660.315	Admin SOFTWARE OR INFOR	Software and support
					8.11	104140.240	Admin OFFICE EXPENSE, SUP	
					8.11	516660.240	Admin OFFICE EXPENSE, SUP	
					48.68	536310.240	Irrigation OFFICE EXPENSE, S	
					97.39	556350.240	Drainage OFFICE EXPENSE, S	
					16.23	104160.250	Bldg EQUIPMENT OPERATING	
					8.11	104160.270	Bldg B&G OPERATION AND M	
					113.60	104240.250	Inspect EQUIPMENT OPERATI	Flat repairs on Backhoe and Grader
					8.11	104410.250	Streets EQUIPMENT OPERATI	
					40.57	104410.745	Streets STREET IMPROVEME	
					40.57	104510.250	Parks EQUIPMENT OPERATIN	
					40.57	516340.250	O&M EQUIPMENT OPERATIN	
					40.57	516340.450	O&M SYSTEMS MAINTENANC	
					40.57	536310.250	Irrigation EQUIPMENT OPERA	
					40.57	536310.450	Irrigation WATER MAIN REPAIR	
					40.57	556350.250	Drainage EQUIPMENT OPERA	

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23755	Republic Services	45329	2/20/2019	2/20/2019	8.11	556350.440	Drainage NEW SERVICES	
					\$460.50			2 extra dumpster for dumpster days
					460.50	104160.250	Bldg EQUIPMENT OPERATING	
0016-0219	ROCKY MOUNTAIN POWER	45377	2/20/2019	3/8/2019	\$164.01	104253.280	Animal UTILITIES	Power at A/C
					164.01			
0017-0219	ROCKY MOUNTAIN POWER	45377	2/20/2019	3/8/2019	\$3,664.35			
					516.09	104140.280	Admin UTILITIES	435 N Main, 1/2 111 S Main
					98.23	104210.280	Police UTILITIES	1/2 111 S Main
					2,400.83	104410.280	Streets UTILITIES	Street lights
					271.76	104510.280	Parks UTILITIES	Parks
					358.49	516340.280	O&M UTILITIES	Pump Station
					18.95	536310.250	Irrigation EQUIPMENT OPERA	Filter Station
0124-0319	ROCKY MOUNTAIN POWER		3/12/2019	3/29/2019	\$26.75			
					26.75	104140.280	Admin UTILITIES	Crescent Park power
	Vendor Total:				\$3,855.11			
6359867	SCHOLZEN PRODUCTS CO INC	45332	2/20/2019	2/25/2019	\$1,696.03	516340.450	O&M SYSTEMS MAINTENANC	Water line repair on 400 N
PO# 3099					1,696.03			
6359931	SCHOLZEN PRODUCTS CO INC	45332	2/20/2019	2/25/2019	\$392.28	516340.450	O&M SYSTEMS MAINTENANC	400 N water repair
6360696	SCHOLZEN PRODUCTS CO INC	45332	2/20/2019	2/25/2019	\$76.00	516340.450	O&M SYSTEMS MAINTENANC	Water repair
6361373	SCHOLZEN PRODUCTS CO INC	45332	2/20/2019	2/25/2019	\$140.46	516340.450	O&M SYSTEMS MAINTENANC	Water repair
					140.46			
6361387	SCHOLZEN PRODUCTS CO INC	45332	2/20/2019	2/25/2019	\$101.45	104510.250	Parks EQUIPMENT OPERATIN	Cemetery shop
6361400	SCHOLZEN PRODUCTS CO INC	45332	2/20/2019	2/25/2019	\$28.10	104510.250	Parks EQUIPMENT OPERATIN	Cemetery shop
6361595	SCHOLZEN PRODUCTS CO INC		3/6/2019	3/10/2019	\$131.16	104510.250	Parks EQUIPMENT OPERATIN	Cemetery shop
					131.16			
6362739	SCHOLZEN PRODUCTS CO INC		3/5/2019	3/10/2019	\$148.48	104510.250	Parks EQUIPMENT OPERATIN	Park supplies
					148.48			
6364772	SCHOLZEN PRODUCTS CO INC		3/11/2019	3/25/2019	\$54.70	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
					54.70			
	Vendor Total:				\$2,768.66			
2019	Shirley, Bailee	45309	2/19/2019	2/19/2019	\$75.00	104540.610	Rec MISCELLANEOUS EXPEN	1st Attendant
					75.00			
299897	Southwest Utah Public Health Departme		3/11/2019	3/30/2019	\$100.00	516340.420	O&M PURIFICATION AND TRE	Water sample testing
					100.00			
010919	SPECTRUM	45333	2/20/2019	2/20/2019	\$23.49	104140.220	Admin PUBLIC NOTICES	Budget admendment
011419	SPECTRUM	45333	2/20/2019	2/20/2019	\$35.01	104140.220	Admin PUBLIC NOTICES	Apricot Acres flag lot
					35.01			
012419	SPECTRUM	45333	2/20/2019	2/20/2019	\$19.83	104140.220	Admin PUBLIC NOTICES	Ord. 2019-01
					19.83			
2293151	SPECTRUM		3/11/2019	3/20/2019	\$171.59	104140.220	Admin PUBLIC NOTICES	Code 10-7-20 Vacation rentals
					34.93			

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2019	Staples, Morgan	45310	2/19/2019	2/19/2019	\$100.00	104140.220	Admin PUBLIC NOTICES	Bid for safe routes to schools project
102442-19	STATE ENGINEER		3/5/2019	5/1/2019	\$310.35	104140.220	Admin PUBLIC NOTICES	Bid for safe routes to schools project
102418	Stratton Construction, Inc	44899	3/5/2019	10/30/2018	\$933.00	104140.220	Admin PUBLIC NOTICES	Public hearing 2017-09
100736	SUNRISE ENGINEERING INC	45380	3/5/2019	3/10/2019	\$2,558.25	104140.220	Admin PUBLIC NOTICES	Public hearing 2017-09 to 2019-02
					\$249.92			
					\$100.00	104540.610	Rec MISCELLANEOUS EXPEN	Princess 2019
					\$310.35	516340.450	O&M SYSTEMS MAINTENANC	Virgin River Distribution system
					\$933.00	104140.610	Admin MISCELLANEOUS SER	Refund water deposit- check was lost
					\$2,558.25	104240.460	Inspect ENGINEER	Olsen Residence site improvements
					\$108.00	104410.745	Streets STREET IMPROVEME	300 W Road improvements
					\$390.00	104410.745	Streets STREET IMPROVEME	Cottonwood Hollow
					\$2,006.25	516340.450	O&M SYSTEMS MAINTENANC	HB 303 Compliance
32801-0319	TDS BAJA Broadband		3/11/2019	3/20/2019	\$135.38	104140.290	Admin TELEPHONE/COMMUNI	DSL
					\$50.09	104253.280	Animal UTILITIES	PHONE
					\$13.53	516660.290	Admin TELEPHONE & COMMU	DSL
					\$52.80	536310.290	Irrigation TELEPHONE & COM	DSL
					\$2.71	556350.290	Drainage TELEPHONE & COM	DSL
					\$16.25			
2019	Turner, Morgan	45311	2/19/2019	2/19/2019	\$25.00	104540.610	Rec MISCELLANEOUS EXPEN	3rd Attendant
03012019	U.S. POSTAL SERVICE	45340	3/4/2019	3/1/2019	\$504.84	104140.240	Admin OFFICE EXPENSE, SUP	
					\$138.83	516660.240	Admin OFFICE EXPENSE, SUP	
					\$214.56	536310.240	Irrigation OFFICE EXPENSE, S	
					\$75.72	556350.240	Drainage OFFICE EXPENSE, S	
					\$75.73			
042019	U.S. POSTAL SERVICE	45381	3/5/2019	3/10/2019	\$235.00	104140.240	Admin OFFICE EXPENSE, SUP	
					\$64.63	516660.240	Admin OFFICE EXPENSE, SUP	
					\$99.88	536310.240	Irrigation OFFICE EXPENSE, S	
					\$35.24	556350.240	Drainage OFFICE EXPENSE, S	
					\$35.25			
					\$739.84			
3520457936	UniFirst Corporation	45382	2/21/2019	3/10/2019	\$50.82	104160.250	Bldg EQUIPMENT OPERATING	
					\$1.02	104160.270	Bldg B&G OPERATION AND M	
					\$1.02	104240.250	Inspect EQUIPMENT OPERATI	
					\$6.10	104410.250	Streets EQUIPMENT OPERATI	
					\$12.20	104410.745	Streets STREET IMPROVEME	
					\$2.03	104510.250	Parks EQUIPMENT OPERATI	
					\$1.00	516340.250	O&M EQUIPMENT OPERATI	
					\$14.23	516340.450	O&M SYSTEMS MAINTENANC	
					\$1.02	536310.250	Irrigation EQUIPMENT OPERA	
					\$5.08			

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3520458429	UniFirst Corporation		3/5/2019	3/15/2019	\$50.82	536310.450	Irrigation WATER MAIN REPAIR	
					5.08	556350.250	Drainage EQUIPMENT OPERA	
					1.02	556350.440	Drainage NEW SERVICES	
					\$50.82			
					1.02	104160.250	Bldg EQUIPMENT OPERATING	
					1.02	104160.270	Bldg B&G OPERATION AND M	
					6.10	104240.250	Inspect EQUIPMENT OPERATI	
					12.20	104410.250	Streets EQUIPMENT OPERATI	
					2.03	104410.745	Streets STREET IMPROVEME	
					1.00	104510.250	Parks EQUIPMENT OPERATI	
					14.23	516340.250	O&M EQUIPMENT OPERATI	
					1.02	516340.450	O&M SYSTEMS MAINTENANC	
					5.08	536310.250	Irrigation EQUIPMENT OPERA	
					1.02	536310.450	Irrigation WATER MAIN REPAIR	
					5.08	556350.250	Drainage EQUIPMENT OPERA	
					1.02	556350.440	Drainage NEW SERVICES	
					\$50.82			
3520458914	UniFirst Corporation		3/11/2019	4/1/2019	\$152.46	104160.250	Bldg EQUIPMENT OPERATING	
					1.02	104160.270	Bldg B&G OPERATION AND M	
					6.10	104240.250	Inspect EQUIPMENT OPERATI	
					12.20	104410.250	Streets EQUIPMENT OPERATI	
					2.03	104410.745	Streets STREET IMPROVEME	
					1.00	104510.250	Parks EQUIPMENT OPERATI	
					14.23	516340.250	O&M EQUIPMENT OPERATI	
					1.02	516340.450	O&M SYSTEMS MAINTENANC	
					5.08	536310.250	Irrigation EQUIPMENT OPERA	
					1.02	536310.450	Irrigation WATER MAIN REPAIR	
					5.08	556350.250	Drainage EQUIPMENT OPERA	
					1.02	556350.440	Drainage NEW SERVICES	
					\$152.46			
1572968	UTAH LOCAL GOVERNMENT TRUST	45383	3/5/2019	3/10/2019	\$994.32	101563	ULGT Life Insurance Clearing	Life Insurance
1572969	UTAH LOCAL GOVERNMENT TRUST	45383	3/5/2019	3/10/2019	\$1,427.45	101564	Workers Comp Clearing	Worker's comp
					1,427.45			
					\$2,421.77			
PR021519-501	UTAH RETIREMENT SYSTEMS	02202019	2/20/2019	2/20/2019	\$8,354.53	102223	Retirement Payable	401k
					461.58	102223	Retirement Payable	Retirement
					7,774.95	102223	Retirement Payable	401K Loan
					118.00	102223		
PR030119-501	UTAH RETIREMENT SYSTEMS	03062019	3/6/2019	3/6/2019	\$8,360.61	102223	Retirement Payable	401k
					460.08	102223	Retirement Payable	Retirement
					7,782.53	102223	Retirement Payable	401K Loan
					118.00	102223		
					\$16,715.14			
PR021519-449	Utah State Tax Commission		2/20/2019	2/20/2019	\$1,676.77	102222	State Withholding	State Income Tax
PR022819-449	Utah State Tax Commission		3/6/2019	3/6/2019	\$50.00	102222	State Withholding	State Income Tax
					50.00			
PR030119-449	Utah State Tax Commission		3/6/2019	3/6/2019	\$1,668.55	102222	State Withholding	State Income Tax
					1,668.55			

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9824159933	VERIZON WIRELESS	45384	3/5/2019	3/5/2019	\$3,395.32			
	Vendor Total:							
72434	WASHINGTON CO SOLID WASTE		3/11/2019	3/25/2019	\$19,248.90	104140.290	Admin TELEPHONE/COMMUNI	telephone, data cards
					19,248.90	104210.290	Police TELEPHONE	
11444	WCWCD	45338	2/20/2019	7/1/2018	\$2,790.70	104230.290	Victims TELEPHONE	
						516660.290	Admin TELEPHONE & COMMU	telephone, data cards
						536310.290	Irrigation TELEPHONE & COM	telephone, data cards
						556350.290	Drainage TELEPHONE & COM	telephone, data cards
11453	WCWCD	45338	2/20/2019	7/1/2018	\$6,743.70	546260.410	Garbage PAYMENT TO WASH	Feb. 2019
12185	WCWCD	45338	3/11/2019	3/30/2019	\$2,861.75	516660.410	Admin PRODUCT OR SERVIC	April 2018 Water development surcharge fee
	Vendor Total:				\$12,396.15			
R10301192	Weeks, James	ACH.7220.0306191550	3/1/2019	3/1/2019	\$870.00	104140.311	Admin CONNECTION COSTS	April 2018 residential connections
769661	WHEELER CAT	45386	3/5/2019	3/10/2019	\$105.00		Admin PRODUCT OR SERVIC	Water development surcharge fees 2-2019
					2.10	104160.250	Bldg EQUIPMENT OPERATING	
					2.10	104160.270	Bldg B&G OPERATION AND M	
					12.60	104240.250	Inspect EQUIPMENT OPERATI	
					25.20	104410.250	Streets EQUIPMENT OPERATI	4" Swivel disk
					4.20	104410.745	Streets STREET IMPROVEME	
					2.10	104510.250	Parks EQUIPMENT OPERATI	
					29.40	516340.250	O&M EQUIPMENT OPERATI	
					2.10	516340.450	O&M SYSTEMS MAINTENANC	
					10.50	536310.250	Irrigation EQUIPMENT OPERA	
					2.10	536310.450	Irrigation WATER MAIN REPAIR	
					10.50	556350.250	Drainage EQUIPMENT OPERA	
					2.10	556350.440	Drainage NEW SERVICES	
100040244.0226	Williams, Derrick	45387	2/26/2019	2/26/2019	\$105.63	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040244 - Williams, Derrick
					105.63			
0319	ZIONS BANK- TRUST OPERATIONS		3/11/2019	3/10/2019	\$262.50	301580	Zions Bank Clearing account	Monthly reserve requirement
					262.50			
030819	ZIONS FIRST NATIONAL BANK CC		3/11/2019	4/10/2019	\$159.51	104410.745	Streets STREET IMPROVEME	Boots for Kyle L
PO# 3101					159.51			
031319	ZIONS FIRST NATIONAL BANK CC		3/14/2019	4/10/2019	\$170.15	104410.745	Streets STREET IMPROVEME	boots for crew after crack seal project
PO# 3101					170.15			
03919	ZIONS FIRST NATIONAL BANK CC		3/11/2019	4/10/2019	\$200.00	104410.745	Streets STREET IMPROVEME	Boots for Luis
PO# 3101					200.00			
1161	ZIONS FIRST NATIONAL BANK CC		3/5/2019	3/10/2019	\$185.00	104210.230	Police TRAVEL & TRAINING	Chief conference

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169-059-604-30	ZIONS FIRST NATIONAL BANK CC		3/5/2019	3/10/2019	\$431.12 431.12	104210.230	Police TRAVEL & TRAINING	Hotel for Chief Lee - Chief training 3-31 to 4-4
31919 PO# 3101	ZIONS FIRST NATIONAL BANK CC		3/11/2019	4/10/2019	\$159.51 159.51 \$1,305.29	104410.745	Streets STREET IMPROVEME	Boots for Max
5161272-0119	ZIONS FIRST NATIONAL BANK.	01152019	3/8/2019	1/15/2019	(\$13,099.75) -13,099.75	304711.810	Principal payment S2006 - S201	Cash disbursements
5161272-119	ZIONS FIRST NATIONAL BANK.	01152019	3/8/2019	1/15/2019	(\$250.00) -250.00		Principal payment S2006 - S201	Cash disbursements
PR021519-234	ZIONS FIRST NATIONAL BANK.	02202019	2/20/2019	2/20/2019	\$8,139.65 4,790.42 1,120.32 2,228.91	102221 102221 102221 102221	FICA & FWT Withholding FICA & FWT Withholding FICA & FWT Withholding	Social Security Tax Medicare Tax Federal Income Tax
PR022819-234	ZIONS FIRST NATIONAL BANK.	03062019	3/6/2019	3/6/2019	\$335.60 231.44 54.16 50.00	102221 102221 102221 102221	FICA & FWT Withholding FICA & FWT Withholding FICA & FWT Withholding	Social Security Tax Medicare Tax Federal Income Tax
PR030119-234	ZIONS FIRST NATIONAL BANK.	03062019	3/6/2019	3/6/2019	\$8,047.00 4,758.72 1,112.92 2,175.36 \$3,172.50	102221 102221 102221 102221	FICA & FWT Withholding FICA & FWT Withholding FICA & FWT Withholding	Social Security Tax Medicare Tax Federal Income Tax
Vendor Total:					\$3,172.50			
Total:					\$145,150.51			
GL Account Summary								
					22,831.29	101562	PEHP/AFAC Insurance Clearin	
					994.32	101563	ULGT Life Insurance Clearing	
					1,427.45	101564	Workers Comp Clearing	
					16,522.25	102221	FICA & FWT Withholding	
					3,395.32	102222	State Withholding	
					16,715.14	102223	Retirement Payable	
					2,634.00	102224	Health Savings Account	
					117.80	102225	Misc Payable	
					300.00	102331	Building/Park Rental deposit	
					6,512.00	103801.7	Impact fees - Parks & Recreation	
					27.89	104111.230	Council TRAVEL & TRAINING	
					250.00	104121.240	Police JUSTICE COURT	
					200.00	104140.210	Admin BOOKS, SUBSCRIPTION	
					249.92	104140.220	Admin PUBLIC NOTICES	
					209.34	104140.230	Admin TRAVEL & TRAINING	
					580.16	104140.240	Admin OFFICE EXPENSE, SUP	
					310.76	104140.250	Admin EQUIPMENT OPERATING	
					913.10	104140.280	Admin UTILITIES	
					335.37	104140.290	Admin TELEPHONE/COMMUNI	
					215.31	104140.310	Admin ATTORNEY/IN HOUSE	
					870.00	104140.311	Admin ATTORNEY	
					1,456.08	104140.315	Admin COMPUTER EQUIPME	
					2,622.25	104140.460	Admin CONTRACT SERVICES	
					991.28	104140.610	Admin MISCELLANEOUS SER	
					522.70	104160.250	Bldg EQUIPMENT OPERATING	
					62.20	104160.270	Bldg B&G OPERATION AND M	
					5.00	104210.130	Police EMPLOYEE BENEFITS	

Invoice Register - 2/16/2019 to 3/15/2019 - All Invoices

3/18/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					616.12	104210.230	Police TRAVEL & TRAINING	
					1,064.95	104210.250	Police EQUIPMENT OPERATIN	
					262.66	104210.280	Police UTILITIES	
					329.74	104210.290	Police TELEPHONE	
					500.00	104210.315	Police COMPUTER EQUIPMEN	
					5.00	104230.130	Victims EMPLOYEE BENEFITS	
					59.00	104230.230	Victims TRAVEL & TRAINING	
					-66.00	104230.290	Victims TELEPHONE	
					125.89	104230.300	Victims FUEL	
					63.00	104240.220	Inspect BOOKS & MEMBERSHI	
					373.09	104240.250	Inspect EQUIPMENT OPERATI	
					194.10	104240.450	Inspect VEHICLE MAINTENAN	
					54.00	104240.460	Inspect ENGINEER	
					415.16	104253.250	Animal EQUIPMENT OPERATI	
					25.77	104253.270	Animal B&G OPERATIONS AN	
					291.62	104253.280	Animal UTILITIES	
					746.21	104410.250	Streets EQUIPMENT OPERATI	
					2,400.83	104410.280	Streets UTILITIES	
					194.09	104410.450	Streets VEHICLE MAINTENAN	
					1,361.51	104410.745	Streets STREET IMPROVEME	
					1,200.00	104510.120	Parks PART TIME EMPLOYEE	
					299.95	104510.240	Parks OFFICE EXPENSE, SUP	
					1,986.44	104510.250	Parks EQUIPMENT OPERATI	
					278.92	104510.280	Parks UTILITIES	
					160.00	104510.410	Parks CEMETARY IMPROVEM	
					13,120.00	104510.480	Parks RAP Tax	
					225.45	104510.610	Parks SPORTS	
					316.75	104540.610	Rec MISCELLANEOUS EXPEN	
					381.21	104620.610	Comm COMMUNITY DEVELOP	
					108,256.39		Total	
					262.50	301580	Zions Bank Clearing account	
					-13,349.75	304711.810	Principal payment S2006 - S201	
					-13,087.25		Total	
					1,349.29	512330	Turn on Fee/Renter Deposit	
					4,935.07	512563.2	2018 Vacor Truck - Repaid	
					1,670.58	516340.250	O&M EQUIPMENT OPERATIN	
					358.49	516340.280	O&M UTILITIES	
					100.00	516340.420	O&M PURIFICATION AND TRE	
					5,204.35	516340.450	O&M SYSTEMS MAINTENANC	
					14.75	516660.130	Admin EMPLOYEE BENEFITS	
					863.53	516660.240	Admin OFFICE EXPENSE, SUP	
					410.13	516660.290	Admin TELEPHONE & COMMU	
					1,000.00	516660.315	Admin SOFTWARE OR INFOR	
					5,739.43	516660.410	Admin PRODUCT OR SERVIC	
					6,743.70	516660.440	Admin CONNECTION COSTS	
					268.95	516660.460	Admin CONTRACTED SERVIC	
					196.50	516660.821	Admin INTEREST EXPENSE 2	
					28,854.77		Total	
					258.30	536310.240	Irrigation OFFICE EXPENSE, S	
					402.92	536310.250	Irrigation EQUIPMENT OPERA	
					38.58	536310.290	Irrigation TELEPHONE & COM	
					232.20	536310.450	Irrigation WATER MAIN REPAIR	
					24.45	536310.460	Irrigation CONTRACTED SERVI	
					956.45		Total	
					19,448.90	546260.410	Garbage PAYMENT TO WASH	

La Verkin City
Invoice Register - 2/16/2019 to 3/15/2019 - All Invoices

3/18/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					319.34	556350.240	Drainage	OFFICE EXPENSE, S
					310.92	556350.250	Drainage	EQUIPMENT OPERA
					155.44	556350.290	Drainage	TELEPHONE & COM
					62.20	556350.440	Drainage	NEW SERVICES
					73.35	556350.460	Drainage	OUTSIDE CONTRAC
					921.25		Total	
					\$145,150.51		GL Account Summary Total	

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 grant money is available (West side of the road)
2	Main Street Sidewalks	From Center Street going North to 500 North (SR9) - Phase 2 as grant 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 & 470 West cul-de-sac	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
---	---------------------------	---------------------------------------

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
7	Band Shelter in Wanlass Park	Construct a Band Shelter in Wanlass Park
8	City Trails	Improve city trails as prioritized in the city trails master plan - Use grant money when available

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
4	Welcome to La Verkin Sign	Build a "Welcome to La Verkin" sign on SR-17 - North end of town by Bringham lane

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

Capital Improvement Priority List

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EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The ^{City} ~~Town~~ Council (the "Governing Body") of La Verkin City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and LVC

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of La Verkin City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of _____, 2019.

By _____

Print Name Richard M. Hirschi

Title Mayer

Attest:

By _____

Print Name Christy Ballard

Title City Recorder

STATE OF UTAH

COUNTY OF WASHINGTON

)
) ss.
)

I, _____ hereby certify that I am the duly qualified and acting
_____ of La Verkin City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on March ____, 2019, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2019.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this ____ day of _____, 2019.

By _____

Print Name Christy Ballard

Title City Recorder

Troylinn Benson

From: Mark Anderson <Mark.Anderson@zionsbancorp.com>
Sent: Tuesday, February 26, 2019 10:24 AM
To: Troylinn Benson
Cc: Maria Tovar
Subject: FW: LaVerkin City Lease Purchase Documents
Attachments: Laverkin City 8038gc 2.26.19.pdf; La Verkin City Equipment Lease 2.26.19.docx

Troylinn:

Attached is the proposed equipment lease agreement and Form 8038G for review and approval by LaVerkin City. This equipment lease is scheduled to fund on April 2, 2019 with the funds being wired directly to Ken Garff.

In order to complete this transaction, please do the following:

- Obtain approval from the City Council at a regularly scheduled meeting (Obtain signatures for lease agreement and Exhibit C)
- Fill in the VIN # on Exhibit B
- Obtain the City Attorney's signature on Exhibit D
- Acknowledge delivery of the equipment on Exhibit F
- Sign Form 8038G - *emailed 3/4/19 will send original w/lease*
- Email a pdf of the documents to me and mail me the originals

If you have any questions, do not hesitate to contact me.

Thank you,

Mark K. Anderson

Vice President | **Zions Public Finance**
One S Main St 18th Fl
Salt Lake City UT 84133-1109
d 801.844.7377 | f 801.844.4484 | m 435.671.0639
mark.anderson@zionsbancorp.com | zionspf.com

THIS ELECTRONIC MESSAGE, INCLUDING ANY ACCOMPANYING DOCUMENTS, IS CONFIDENTIAL and may contain information that is privileged and exempt from disclosure under applicable law. If you are neither the intended recipient nor responsible for delivering the message to the intended recipient, please note that any dissemination, distribution, copying or the taking of any action in reliance upon the message is strictly prohibited. If you have received this communication in error, please notify the sender immediately. Thank you.

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: La Verkin City
Address: 435 North Main Street
City, State Zip: La Verkin, UT 84745
Attention: Troylinn Benson
Public Finance Office: Administrative Coordinator/Treasurer
County: Washington
Amount: 34,944.40
Rate: 3.61
Maturity Date: June 1, 2022
First Pmt Date: June 1, 2019
Payment Dates: June 1
Auto Extend: 2
Governing Body: Town Council
Resolution Date: March ____, 2019
Dated Date: April, 2019
Day: 2nd
State: Utah

\$ 34,944.40
La Verkin City
Lease Purchase Agreement

-
-
1. Lease/Purchases Agreement of the La Verkin City
 2. Exhibit A. Calculation of Interest Component
 3. Exhibit B. Description of Leased Property
 4. Exhibit C. Resolution of Governing Body
 5. Exhibit D. Opinion of Lessee's Counsel
 6. Exhibit E. Security Documents
 7. Exhibit F. Delivery and Acceptance Certificate
 8. Form 8038-G
 9. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of April 2, 2019

by and between

ZIONS BANCORPORATION, N.A.,
as Lessor

and

LA VERKIN CITY,
as Lessee

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LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of April 2, 2019, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank"), and La Verkin City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

WITNESSETH:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

"Governing Body" means the governing body of the Lessee.

"Lease Payments" means the rental payments described in Exhibit A hereto.

"Lease Payment Date" shall have the meaning set forth in Section 3.4(a) hereof.

"Leased Property" shall have the meaning set forth in the Whereas clauses hereof.

"Lessee" shall have the meaning set forth in the Preamble hereof.

"Net Proceeds" means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

"Obligation Instrument" shall have the meaning set forth in Section 2.1(c) hereof.

"Original Term" shall have the meaning set forth in Section 3.2 hereof.

"Permitted Encumbrances" means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

"Rebate Exemption" shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

"Regulations" shall have the meaning set forth in Section 2.1(l)(i) hereof.

"Renewal Term" shall have the meaning set forth in Section 3.2 hereof.

"Scheduled Term" shall have the meaning set forth in Section 3.2 hereof.

"State" shall have the meaning set forth in the Preamble hereof.

"Term" or "Term of this Lease" means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would

have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property, and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the

yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☒ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate

arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest

components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease, constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D E and F hereto.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D and E attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for 2 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on June 1, 2022, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement

applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the

policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the

respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank’s ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

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

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only, and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZIONS BANCORPORATION, N.A., as Lessor

By: _____
Authorized Officer

LA VERKIN CITY, as Lessee

By: _____

Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of three and sixty-one hundredths percent (3.61 %) per annum calculated based on actual number of days elapsed during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/02/2019	-	-	-	-	-
06/01/2019	9,053.89	3.610%	206.74	9,260.63	9,260.63
06/01/2020	8,325.99	3.610%	934.65	9,260.64	9,260.64
06/01/2021	8,626.55	3.610%	634.08	9,260.63	9,260.63
06/01/2022	8,937.97	3.610%	322.66	9,260.63	9,260.63
Total	\$34,944.40	-	\$2,098.13	\$37,042.53	-

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

U350-2019 Ford F-250 Regular Cab

VIN _____

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The ^{City}~~Town~~ Council (the "Governing Body") of La Verkin City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and LVC

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of La Verkin City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of _____, 2019.

By _____

Print Name Richard M. Hirschi

Title Mayor

Attest:

By _____

Print Name Christy Ballard

Title City Recorder

STATE OF UTAH

COUNTY OF WASHINGTON

)
) ss.
)

I, _____ hereby certify that I am the duly qualified and acting
_____ of La Verkin City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on March ____, 2019, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2019.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this ____ day of _____, 2019.

By _____

Print Name Christy Ballard

Title City Recorder

EXHIBIT D
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for La Verkin City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 2nd day of April, 2019, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificate of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZIONS BANCORPORATION, N.A. (the "Bank"), dated April 2, 2019, (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

LA VERKIN CITY

By: _____
(Authorized Signature)

Date: _____

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name LaVerkin City		2 Issuer's employer identification number (EIN) 8 7 0 3 0 2 9 5 0	
3 Number and street (or P.O. box if mail is not delivered to street address) 435 North Main Street		Room/suite	
4 City, town, or post office, state, and ZIP code La Verkin, UT 84745		5 Report number (For IRS Use Only) ☐ ☐ ☐	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Garrett Gross		7 Telephone number of officer or legal representative 801-844-7829	

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a	34,944	40
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► 04/02/2019			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles	9a	34,944	40
b For leases for office equipment	9b		
c For leases for real property	9c		
d For leases for other (see instructions)	9d		
e For bank loans for vehicles	9e		
f For bank loans for office equipment	9f		
g For bank loans for real property	9g		
h For bank loans for other (see instructions)	9h		
i Used to refund prior issue(s)	9i		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k Other	9k		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box			☒
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)			☐
12 Vendor's or bank's name: Zions Bancorporation, N.A.			
13 Vendor's or bank's employer identification number: 8 7 0 1 8 9 0 2 5			

**Signature
and
Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

**Paid
Preparer
Use Only**

Print/Type preparer's name Juli Ann Riley	Preparer's signature	Date	Check ☐ if self-employed	PTIN P02146769
Firm's name ► Zions Bancorporation, N.A.	Firm's EIN ► 87-0189025	Phone no. 801-844-7198		
Firm's address ► One South Main St., #1100, Salt Lake City, UT 84133				

General Instructions

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

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.

Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

