

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, April 17, 2019 **5:00 p.m.**

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

5:00 pm Work Meeting

1. FY 2019-2020 Budget

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

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

1. Declarations of conflict of interest
2. Minutes: March 20, 2019 work and regular meeting minutes.
3. Checks and Invoices: \$128,271.35

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

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

E. Business:

1. Discussion and possible action to accept the FY 2019-2020 Tentative Budget and set a date for the public hearing.
2. Discussion and possible action to set a public hearing for an ordinance adjusting the monthly compensation for the mayor and city council.
3. Discussion and possible action to approve Resolution No. R-2019-11; a resolution memorializing, confirming, and tying together the City's recently- adopted General Plan, Master Transportation Plan, and Master Trails Plan.
4. Discussion and possible action to approve Resolution No. R-2019-12; a resolution approving the revised Lease/Purchase Agreement with Zions Bancorporation for a Public Works vehicle.
5. Discussion and possible action to Vote-By-Mail for Municipal Elections.

F. Mayor & Council Reports:

Mayor Hirschi:

Wilson: Mosquito Abatement, Public Works, Water, La Verkin Hot Springs

Wise: Planning Commission/Zoning, Beautification/Trails Committee, Economic Development/Tourism

Justice: Historical Preservation, Homeland Security/CERT, Confluence Park

Gubler: Public Safety, Shooting Sports Park, Recreation/City Festival

Reeve: Solid Waste, Sewer District

G. Adjourn:

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

Certificate of Posting

The undersigned City Recorder does hereby certify that the agenda was sent to each member of the governing body, sent to the Spectrum newspaper, posted on the State website at, posted on the LaVerkin City website at www.laverkin.org and at the City office buildings

111 S. Main and 435 N. Main on April 12, 2019.

Christy Ballard, City Recorder

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La Verkin City Council Work Meeting Minutes

Wednesday, March 20, 2019 5:00 p.m.

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

Present: Mayor Richard Hirschi, Council Members: Patricia Wise, Kelly Wilson, Ray Justice and Micah Gubler; Staff: Kyle Gubler, Derek Imlay, Kevin Bennett, Chief Ben Lee and Christy Ballard; Public: Brian Stewart, Mary Williams and John Valenti.

A. Called to Order – Mayor Hirschi called the work meeting to order at 5:02pm

1. FY 2019-2020 Budget

Kyle passed out the proposed budget. He would like to have the tentative budget for the April 17th meeting and the final budget on the May 15th agenda. The budget needs to be approved no later than the June 19th meeting.

The General Fund has only received a few minor changes from the budget retreat. The cost of living was increased to 2% as instructed with the merit (bonus) percentage decreasing for each department to offset that. He suggested those bonuses be performance based and available September 30th. Derek had mentioned to Kyle the departments do not have the same number of people but the same dollar amount and wondered if the Water Fund could be used to increase his department's merit amount.

Councilman Gubler suggested dividing the merit percentage by employees and not departments, that way everyone would get the same percentage and the water fund would not need to be used for that.

Kyle continued that the money can be given as a one-time bonus or a merit increase. He is leaving that decision up to the Directors, but all raises need to be approved by him. He went over several different merit options for the employees. Overtime for the public works department has been included in this budget to cover special events.

The City Council wage increase has also been included in this budget and does require a resolution before it can take effect. A wage increase for the prosecuting attorney is also included; Mr. Weeks has not received a raise in ten years.

Kyle passed out a copy of the 2018 Certified Property Tax Rate. La Verkin is the 4th highest in Washington County. He went over possible increases to the Mil Levy and the additional dollar amount that would give the City.

Service Fees was the next option discussed. Some cities have implemented service fees and some of those cities have been challenged.

Fees need to be justified and can only be used for the specific use presented.

Kyle went over the additional income that would be received if the City added different amounts of residential connection fees and commercial connection fees.

Councilman Justice asked if there are stipulations on what a service fee cannot be used for.

Kyle replied there is not. It is how a city wants to set the definition.

Kevin stated he is worried about any fee La Verkin implements.

Councilwoman Wise pointed out the Council studied the water rate increase with help from Sunrise Engineering. If the City is interested in establishing a service fee for the roads there needs to be documentation and studies justifying that need.

Kyle stated the need and justification is already there. The roads are falling apart, and the BC Road Fund is not covering the need. It is a state-wide problem.

Councilwoman Wise stated she would like a plan with priorities listed that the additional money would be used for, to help the community understand the reason for the fee.

Kyle said Sunrise Engineering has helped La Verkin create a maintenance plan that could be used.

Councilman Wilson pointed out La Verkin has enough roads that need attention, it would not be difficult to create a plan. The City has a good idea of what needs to be done with maintaining infrastructure, if we can generate enough money we could bond for a bigger project and get more done.

Kyle reported most cities and counties in the State of Utah are supplementing the road maintenance with their General Fund.

The Local Option Sales Tax is another option that the Council will be addressing. The County has the option of imposing a $\frac{1}{4}$ of 1 percent sales tax to everything sold in the County. Washington County will probably be asking communities for a resolution supporting this tax increase. The State has given counties the option for this increase, but it needs to be done by July 1, 2020. From that quarter percent 40% will go to roads. One quarter of the increase will go to each city with a transit system, which is only St. George. And 20% of the increase goes to the County. The County claims that 20% should fund the St. George to Zion Park transit system.

Kyle gave a brief report on the proposed St. George to Zion transit system.

Kyle said the Councilmembers will need to decide if they would like to support the Local Option Sales Tax when it comes to us for support.

If the Council would like to do Truth in Taxation, they need to decide quickly to meet the deadline. The Council doesn't need to determine what they would like the Mil Levy to be, they just need to decide how much additional revenue the City needs, and the County will set the appropriate Mil Levy.

Councilwoman Wise asked about the time frame for the Local Option Sales Tax.

Kyle replied the County has until the middle of 2020 to impose that tax increase. If they choose not to, the cities will have the ability to impose it on their sales tax and receive all the money from the increase. La Verkin City would benefit more from a county wide increase.

There was a discussion on the proposed transit system.

Kyle explained an advisory board has been proposed to manage it and SunTran is the most likely to run it. He also discussed funding and what type of buses they think it will be.

Kyle suggested having another work meeting on April 17th to finalize and approve the tentative budget on that agenda.

Councilwoman Wise mentioned she feels the Local Option Sales Tax will likely happen and since a portion of that will be specifically for roads, she doesn't feel a service fee for roads would be a good idea.

Before raising the property tax, she would like to know the specific dollar amount and the specific reason for the increase.

Councilman Wilson would like to know the amount La Verkin would receive for the Local Option Sales Tax before he decides on how best to increase the City's revenue.

Councilman Gubler agreed there needs to be a plan for an increase but feels the Directors are running as lean as they can and there are still needs everywhere.

The meeting closed at 5:57pm.

Date Approved

ATTEST:

Christy Ballard
City Recorder

Mayor Richard M. Hirschi

City of La Verkin

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La Verkin City Council Meeting Minutes

Wednesday, March 20, 2019 6:00 p.m.

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

Present: Mayor Richard Hirschi, Council Members: Patricia Wise, Kelly Wilson, Ray Justice and Micah Gubler; Staff: Kyle Gubler, Derek Imlay, Kevin Bennett, Chief Ben Lee and Christy Ballard; Public: Brian Stewart, Mary Williams and John Valenti.

Councilman Randy Reeve was excused.

A. Called to Order – Invocation and the Pledge of Allegiance were given by Kelly Wilson at 6:04pm.

B. Appointments:

Mayor Hirschi reported the final appointment has not been filled yet.

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

Motion was made by Councilman Ray Justice to approve the consent agenda as written including invoices and checks in the amount of \$145,150.51, second by Councilman Kelly Wilson. Roll Call Vote: Gubler-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

D. Committee Reports:

1. Fire District- No meeting.
2. Sewer Board-No meeting.
3. Planning Commission-Councilwoman Wise reported on the March 13th meeting. A public hearing for the La Verkin Master Trails Plan and for a zone change request for Ash Creek Special Service District were set for March 27th.
4. Water Board-No meeting. The irrigation water is in the system, but some sections are off while some issues get fixed. Derek reported the storms we have been receiving will dictate if the water stays in the system or not.

E. Citizen Comment & Request for Future Agenda Items:

Kyle was asked by Reed and DeAnn Martin to request to the City Council lower the vacation rental business license cap from 7.5% down to 5%. The Martin's were not able to attend this meeting.

F. Business:

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

Kyle explained list #1 is the current list and list #2 are changes requested by Councilwoman Wise.

List 2 moves Property on the west of 210 South, under Parks & Recreation from number 5 to number 2 and the Welcome to La Verkin sign under Economic Development from #5 to #1.

Kyle asked if the Councilmembers would like to see any additional changes and if they were in favor of the changes suggested by Councilwoman Wise.

Kyle will put the Capital Improvement Priority List on the agenda for action every six months.

Councilman Gubler is in favor of the recommended changes. He would like the Welcome to La Verkin sign to be low maintenance and made with material that does not get weathered.

Kyle would like the new sign to be similar to the Welcome to La Verkin sign on the south end of La Verkin.

Councilman Wilson pointed out item 1 under Roads & Infrastructure will be completed soon and item 2 is pending another grant.

Kyle will add the language to item 2 "as grant money is available".

Motion was made by Councilman Micah Gubler to approve the Capital Improvement Priority List with the two suggested changes, second by Councilwoman Patricia Wise. Wilson-yes, Wise-yes, Justice-yes, Gubler-yes. Motion carried unanimously.

2. Discussion and possible action to award the bid for the Main Street Safe Routes to Schools Project.

Derek explained this project will replace, repair and add sidewalk to the west side of Main Street from 500 N to Center Street. The project was put out to bid two times, the first time all the bids were over budget. The second time Interstate Rock Products came in a little under budget. The project should begin the first part of April and will last about 50 days. It should be a simple project, the only fencing that needs to be moved is along the Hardy/Mangum property.

The State will be inspecting the ADA ramps along with the City inspector.

Motion was made by Councilman Kelly Wilson to award the bid for \$87,511.50 to Interstate Rock Products for the Main Street Safe Routes to Schools Project, second by Councilman Ray Justice. Roll Call Vote: Wilson-yes, Wise-yes, Justice-yes, Gubler-yes. Motion carried unanimously.

3. Discussion and possible action to approve the vehicle lease agreement for a Public Works vehicle.

Kyle reported the vehicles were ordered through the State Bid. One the City will purchase and the other will be the lease that needs approval.

Kevin explained Zions Bancorporation requested the City approve the resolution. It will adopt the entire packet. Kevin has reviewed it and it looks like a good agreement.

Councilman Justice pointed out there is a correction from Town Council to City Council that needs to be made on the Utah Fixed Equipment Lease page.

Kevin will make that correction and will go back through the document to verify town has been changed to city if the Council will include that in the motion. The resolution is the only legal document.

Motion was made by Councilman Kelly Wilson to approve the resolution for a vehicle lease agreement for a Public Works vehicle with the corrections discussed, second by Councilman Ray Justice. Roll Call Vote: Gubler-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

G. Mayor & Council Reports:

Wilson- Mosquito Abatement is planning for a big mosquito year with all the water we have been receiving. If people notice a large number of mosquitos in their area, they are encouraged to contact Mosquito Abatement and they will treat the area.

Wise- Nothing to report.

Justice-He was not able to attend the Confluence Park meeting held today so Mayor Hirschi will report on that during his time.

Gubler-He asked staff the status of SB52, metering of secondary water for communities.

Kyle reported the bill did pass but there are still things that need to be done for it. The Water Task Force has been directed to review the bill and report back to the Division of Water by November 2019.

Kyle has contacted one of the Task Force members and told them La Verkin City wants to be represented at those meetings so we can express our concerns.

As the bill states now, beginning April 1, 2020 all new construction will be required to install a secondary water meter. Assuming they can find a meter that can be warrantied.

Hurricane City and La Verkin City are meeting with a representative from the meter manufacturer to discuss the situation.

Weber County Water Conservancy District (WCWCD) did finally get a warranty in February for meters installed after that point. They had already installed 40,000 meters.

Councilman Wilson mentioned he read the letter and feels the WCWCD will have a difficult time meeting the warranty requirements.

Kyle said he is hopeful La Verkin will get an exemption.

The bill currently does not exempt anyone.

Kevin explained the 5th substitute of the bill is what was adopted. This version took out all the exemptions and all the grants. There are still loans available and the Task Force will be reviewing and recommending exemptions. It does require cities to come up with a plan of what the cost will be and an annual report, with the first one due in December.

Kyle stated it doesn't make sense to install a meter that won't work with our water and is not warrantied. If that is the case, La Verkin's plan may be that we aren't going to do anything until a meter is developed that will work.

Councilman Wilson stated this bill is a bad piece of legislation that should never have gotten to this point. At least now we will have a voice with the Water Task Force. Their job is to deal with all the concerns from communities and come to a consensus before the State moves forward with the bill.

Kevin mentioned all the water bills that were approved with no issues had gone through the Water Task Force first. This bill is the only one that hadn't. It was and is important for the City to attend the Task Force meetings because the Board said they do listen to the people that attend.

Mayor Hirschi-Confluence Park met today and discussed a proposed trail from La Verkin's proposed Master Trails Plan. There was also a concern from a Hurricane resident with how dry the Park is, particularly over by the "beach area". Dennis Kay from the Virgin River Land Preservation Association (VRLPA) mentioned they had water shares for the Park.

Christy reported when Washington County purchased Confluence Park, VRLPA was one of the entities that helped with that. At the same time VRLPA purchased water shares with the intent that at a future date the County would purchase them for the Park.

Mayor Hirschi continued that Dennis Kay, during the Confluence Park meeting, said they would let the County use the water but there is no infrastructure in the Park.

H. Adjourn:

Motion was made by Councilman Ray Justice to adjourn, second by Councilman Kelly Wilson. Motion carried unanimously at 6:41pm.

Minutes were done by Christy Ballard.

Date Approved

ATTEST:

Christy Ballard
City Recorder

Mayor Richard M. Hirschi

La Verkin City Invoice Register - 3/29/2019 to 4/11/2019 - All Invoices

4/12/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
RFD 100040302.	*Gorley, Crystal, Moore, Janet	45434	4/1/2019	4/1/2019	\$10.17 10.17	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040302 - *Gorley, Crystal, Moore, Janet
RFD 100039669.	*Jackson, Sharlene	45436	4/1/2019	4/1/2019	\$5.21 5.21	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039669 - *Jackson, Sharlene
RFD 100040245.	*Matthews, Grant	45437	3/31/2019	3/31/2019	\$96.38 96.38	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040245 - *Matthews, Grant
RFD 100039119.	*Nielson, Nila	45438	4/1/2019	4/1/2019	\$101.12 101.12	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039119 - *Nielson, Nila
305593	ACE HARDWARE	45439	4/2/2019	4/10/2019	\$72.30 72.30	104253.270	Animal B&G OPERATIONS AN	Supplies for animal shelter
306346	ACE HARDWARE		4/9/2019	4/10/2019	\$35.98 35.98	104510.250	Parks EQUIPMENT OPERATIN	Sprinkler supplies
	Vendor Total:				\$108.28			
PR032919-258	AFLAC		4/3/2019	4/3/2019	\$106.50 106.50	102224	Health Savings Account	AFLAC EE
040119 PO# 3156	AMERICAN LEGION GIRLS STATE	45484	4/8/2019	4/5/2019	\$600.00 600.00	104620.610	Comm COMMUNITY DEVELOP	Sponsor 2 Girls- Taycee Oliphant, Lilly Guzman
033119	ASH CREEK SPECIAL SERVICE DIST		4/11/2019	5/15/2019	\$41,879.27 41,879.27	526260.520	Sewer PAYMENT TO ASH CRE	March billing
5459	Ashdown Brothers Construction, Inc		4/9/2019	4/25/2019	\$2,156.10 539.04	104410.745	Streets STREET IMPROVEME	cold mix
					539.02	516340.440	O&M NEW SERVICES	cold mix
					539.02	536310.450	Irrigation WATER MAIN REPAIR	cold mix
					539.02	556350.440	Drainage NEW SERVICES	cold mix
203287	BALLARD'S NURSERY	45487	4/9/2019	4/15/2019	\$69.95 69.95	104140.610	Admin MISCELLANEOUS SER	Tree for 4th Grade Foresters Day
LOT 47	BEAVER CREEK RECREATION, LLC	45488	4/10/2019	4/10/2019	\$1,748.00 678.00	103801.3	Impact fees - Streets	Refund impact fee per agreement
					1,070.00	555520	Drainage S/D IMPACT	Refund impact fee per agreement
UT20190610	BLUE STAKES OF UTAH 811		4/2/2019	4/30/2019	\$29.83 29.83	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
RFD 100039643.	Bowring, Rob		4/8/2019	4/8/2019	\$77.72 77.72	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039643 - Bowring, Rob
CL13180	CENTURY EQUIPMENT	45443	4/2/2019	4/10/2019	\$825.00 16.50	104160.250	Bldg EQUIPMENT OPERATING	
					16.50	104160.270	Bldg B&G OPERATION AND M	
					99.00	104240.250	Inspect EQUIPMENT OPERATI	
					198.00	104410.250	Streets EQUIPMENT OPERATI	Lease on backhoe
					33.00	104410.745	Streets STREET IMPROVEME	

La Verkin City

Invoice Register - 3/29/2019 to 4/11/2019 - All Invoices

4/12/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
949-0319	CenturyLink	45489	4/2/2019	4/13/2019	\$61.45	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	
					\$61.45		Animal UTILITIES	Animal control
					61.45	104253.280		
03262019	Citi Cards		4/2/2019	4/1/2019	\$42.26		Admin MISCELLANEOUS SER	Wrong card charged-Kyle reimbursed
					42.26	104140.610		
040119 PO# 3141	Citi Cards		4/8/2019	4/10/2019	\$8.14		Comm COMMUNITY DEVELOP	Monthly Managers Lunch
					8.14	104620.610		
040519 PO# 3158	Citi Cards		4/11/2019	4/20/2019	\$15.96		Comm COMMUNITY DEVELOP	Staff Picture for Hallway
					15.96	104620.610		
6509827 PO# 3151	Citi Cards		4/8/2019	4/10/2019	\$117.75		Comm COMMUNITY DEVELOP	Easter Bunny Costume
					117.75	104620.610		
	Vendor Total:				\$184.11			
042419	CROUSE, AMBER	45490	4/11/2019	4/11/2019	\$50.50		Victims TRAVEL & TRAINING	UOVC crime conference per diem
					50.50	104230.230		
51704	CRYSTAL CLEAR PLUMBING, INC	45491	4/11/2019	4/10/2019	\$400.00		Bldg B&G OPERATION AND M	Hydro jet sewer line from roof= 111 S Main
					400.00	104160.270		
RFD 100039951.	Curtis, Dalton J	45446	4/2/2019	4/2/2019	\$93.48		Turn on Fee/Renter Deposit	Deposit Refund: 100039951 - Curtis, Dalton J
					93.48	512330		
032119	Davis Food & Drug #4/Farmers Market	45492	4/9/2019	4/10/2019	\$9.98		Police OFFICE EXPENSE, SUP	water
					9.98	104210.240		
032219 PO# 3117	Davis Food & Drug #4/Farmers Market	45492	4/9/2019	4/10/2019	\$1,400.00		Victims EMERGENCY FUND	Emergency Financial Assistance - Victim Services
					1,400.00	104230.270		
040219 PO# 3142	Davis Food & Drug #4/Farmers Market	45492	4/8/2019	4/10/2019	\$39.90		Comm COMMUNITY DEVELOP	Cookies for Fourth Grade Foresters
					39.90	104620.610		
	Vendor Total:				\$1,449.88			
6291779	DeLage Landen Financial Services	45493	4/2/2019	4/15/2019	\$104.93		Police OFFICE EXPENSE, SUP	Printer cost
					68.20	104210.240	Victims OFFICE EXPENSE, SU	Printer Cost
					36.73	104230.240		
63166058	DeLage Landen Financial Services		4/11/2019	4/20/2019	\$310.96		Admin OFFICE EXPENSE, SUP	Copy Cost
					47.74	104140.240	Admin ATTORNEY/IN HOUSE	Copy Cost
					111.14	104140.310	Admin OFFICE EXPENSE, SUP	Copy Cost
					130.09	516660.240	Irrigation OFFICE EXPENSE, S	Copy Cost
					1.55	536310.240	Drainage OFFICE EXPENSE, S	Copy Cost
					20.44	556350.240		
	Vendor Total:				\$415.89			
040219	Earl, Richard K	45494	4/10/2019	4/10/2019	\$21.26		Police OFFICE EXPENSE, SUP	Mag combo lock
					21.26	104210.240		

La Verkin City Invoice Register - 3/29/2019 to 4/11/2019 - All Invoices

4/12/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
128885	EXECUTECH	45451	4/2/2019	4/2/2019	\$308.57			
					176.21	104140.315	Admin COMPUTER EQUIPME	
					95.18	516660.315	Admin SOFTWARE OR INFOR	
					37.18	556350.315	Drainage SOFTWARE & COMP	
60263	EXECUTECH	45451	4/2/2019	4/2/2019	\$840.00			
					12.50	104111.250	Council EQUIPMENT OPERATI	
					24.20	104140.310	Admin ATTORNEY/IN HOUSE	
					612.00	104140.315	Admin COMPUTER EQUIPME	
					12.50	104210.315	Police COMPUTER EQUIPMEN	
					12.50	104230.315	Victims COMPUTER EQUIPME	
					130.40	516660.315	Admin SOFTWARE OR INFOR	
					35.90	556350.315	Drainage SOFTWARE & COMP	
					\$1,148.57			
NP55781324	FUELMAN FLEET CARD		4/10/2019	4/25/2019	\$1,685.59			
					54.74	104140.250	Admin EQUIPMENT OPERATIN	
					16.16	104160.250	Bldg EQUIPMENT OPERATING	
					16.16	104160.270	Bldg B&G OPERATION AND M	
					678.67	104210.250	Police EQUIPMENT OPERATIN	
					76.60	104230.300	Victims FUEL	
					96.98	104240.250	Inspect EQUIPMENT OPERATI	
					67.46	104253.250	Animal EQUIPMENT OPERATI	
					193.95	104410.250	Streets EQUIPMENT OPERATI	
					32.33	104410.745	Streets STREET IMPROVEME	
					16.16	104510.250	Parks EQUIPMENT OPERATIN	
					226.28	516340.250	O&M SYSTEMS MAINTENANC	
					16.16	516340.450	Irrigation EQUIPMENT OPERA	
					80.81	536310.250	Irrigation WATER MAIN REPAIR	
					16.16	536310.450	Drainage EQUIPMENT OPERA	
					80.81	556350.250	Drainage NEW SERVICES	
					16.16	556350.440		
032819 PO# 3150	Garrett & Company Inc.	45485	4/8/2019	4/5/2019	\$14,390.00		Parks IMPACT FEES	25% Payment on Pavilion for Riverwood Park
					14,390.00	104510.470		
033119	GUBLER, KYLE	45452	4/2/2019	3/31/2019	\$638.81		Admin EQUIPMENT OPERATIN	Reimburse mileage for City Administrator
					638.81	104140.250		
021919	Hamson, Nathan D	45453	4/2/2019	4/1/2019	\$32.93		Parks SPORTS	Soccer supplies- cones
					32.93	104510.610		
R10401191	Hamson, Nathan D	45453	4/1/2019	4/1/2019	\$800.00		Parks PART TIME EMPLOYEE	Sports Director
					800.00	104510.120		
					\$832.93			
04012019	Hawks, Christopher	45454	4/3/2019	4/1/2019	\$400.00		Parks PART TIME EMPLOYEE	Assistant sports director
					400.00	104510.120		
PR032919-6099	Health Equity		4/3/2019	4/3/2019	\$420.00		Health Savings Account	PEHP Health Equity
					420.00	102224		
021119	Hermann, Andrew	45455	4/2/2019	4/1/2019	\$65.00		Business License	Refund business license- denied
					65.00	103210		
032919 PO# 3138	HHS Booster Club	45495	4/8/2019	4/10/2019	\$400.00		Comm COMMUNITY DEVELOP	Hole Sponsor for Golf Tournament
					400.00	104620.610		

La Verkin City Invoice Register - 3/29/2019 to 4/11/2019 - All Invoices

4/12/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
LOT 13	High Desert Holdings, Vince Blackmore,	45496	4/9/2019	1/15/2019	\$3,256.00 3,256.00	103801.7	Impact fees - Parks & Recreation	Refund Park Impact fee- per agreement- Phase 1
032019	Huntsman, Heather	45497	4/9/2019	3/30/2019	\$200.00 200.00	102331	Building/Park Rental deposit	Refund building deposit
2019-1072	HURRICANE CITY JUSTICE COURT	45457	4/2/2019	4/9/2019	\$250.00 250.00	104121.240	Police JUSTICE COURT	April 2019 court billing
030519	HURRICANE CITY POWER	45458	4/2/2019	4/10/2019	\$21.40 21.40	104140.280	Admin UTILITIES	Power @ LaVerkin City sign
29262	HURRICANE READY MIX LLC	45498	4/11/2019	4/10/2019	\$50.44 50.44	516340.450	O&M SYSTEMS MAINTENANCE	Fill dirt
0419	INFOWEST	45499	4/10/2019	4/16/2019	\$47.00 19.39 19.43 1.94 6.24	104140.290 516860.290 536310.290 556350.290	Admin TELEPHONE/COMMUNI Admin TELEPHONE & COMMU Irrigation TELEPHONE & COM Drainage TELEPHONE & COM	DSL DSL DSL DSL
050979	INTERSTATE ROCK	45500	4/11/2019	4/5/2019	\$140.21 140.21	516340.450	O&M SYSTEMS MAINTENANCE	pea gravel
PR032919-2969	LAVERKIN CITY		4/3/2019	4/3/2019	\$35.00 35.00	102225	Misc Payable	Misc. Deductions
042419	Lee, Benjamin	45501	4/11/2019	4/11/2019	\$50.50 50.50	104230.230	Victims TRAVEL & TRAINING	UOVC crime conference per diem
PR032919-147	LEGAL SHIELD	45464	4/3/2019	4/3/2019	\$23.90 23.90	102225	Misc Payable	LegalShield
EA846072	Les Olson	45502	4/10/2019	4/15/2019	\$283.92 49.22 72.97 96.93 12.12 52.68	104140.240 104140.310 516860.240 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
EA846072-1	Les Olson	45502	4/10/2019	4/15/2019	\$72.97 47.43 25.54 \$356.89	104210.240 104230.240	Police OFFICE EXPENSE, SUP Victims OFFICE EXPENSE, SU	Printer cost Printer Cost
28264 PO# 3144	Lexipol	45503	4/9/2019	4/15/2019	\$2,289.00 2,289.00	104210.410	Police DAT/INVESTIGATION/DI	Annual Lexipol Police Policy subscription
RFD 100039709.	Moss, Donald & Roberta	45466	4/1/2019	4/1/2019	\$200.00 200.00	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039709 - Moss, Donald & Roberta
042419	MOWER, TIFFANY	45504	4/11/2019	4/11/2019	\$50.50 50.50	104230.230	Victims TRAVEL & TRAINING	UOVC crime conference per diem
16715	My Fleet Center,		4/10/2019	4/20/2019	\$119.95 119.95	104210.450	Police VEHICLE MAINTANCE	2018 RAM Oil change
545128	NAPA AUTO PARTS		4/9/2019	4/25/2019	\$336.30 6.73	104160.250	Bldg EQUIPMENT OPERATING	

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545129	NAPA AUTO PARTS		4/11/2019	4/25/2019	\$101.42		Bldg B&G OPERATION AND M	
					2.03	104160.250	Inspect EQUIPMENT OPERATI	Battery for grader
					2.03	104160.270	Streets EQUIPMENT OPERATI	
					12.17	104240.250	Streets EQUIPMENT OPERATI	
					24.34	104410.250	Streets STREET IMPROVEME	
					4.06	104410.745	Parks EQUIPMENT OPERATIN	
					2.02	104510.250	O&M EQUIPMENT OPERATIN	
					28.40	516340.250	O&M SYSTEMS MAINTENANC	
					2.03	516340.450	Irrigation EQUIPMENT OPERA	
					10.14	536310.250	Irrigation WATER MAIN REPAIR	
					2.03	536310.450	Drainage EQUIPMENT OPERA	
					10.14	556350.250	Drainage NEW SERVICES	
					2.03	556350.440		
					\$437.72			
127246	Opticare of Utah		4/10/2019	4/25/2019	\$256.60	101562	PEHP/AFLAC Insurance Clearin	Eye insurance
032219	Pease, Le	45467	4/2/2019	3/27/2019	\$200.00	102331	Building/Park Rental deposit	Refund deposit on building rental
032919	PUBLIC EMPLOYEES LTD PROGRAM	45505	4/11/2019	3/29/2019	\$534.51	101562	PEHP/AFLAC Insurance Clearin	02/16/19 to 3/29/19
RFD 100037471.	Purintun, Bill & Peggy	45506	4/3/2019	4/3/2019	\$110.56	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100037471 - Purintun, Bill & Peggy
6366838	SCHOLZEN PRODUCTS CO INC	45508	4/2/2019	4/15/2019	\$96.00	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6370249	SCHOLZEN PRODUCTS CO INC	45508	4/9/2019	4/15/2019	\$60.99	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6370413	SCHOLZEN PRODUCTS CO INC	45508	4/2/2019	4/15/2019	\$102.95	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6370723	SCHOLZEN PRODUCTS CO INC	45508	4/2/2019	4/15/2019	\$288.00	104510.250	Parks EQUIPMENT OPERATIN	Makita promo saw and 2 batteries
6372128	SCHOLZEN PRODUCTS CO INC	45508	4/9/2019	4/15/2019	\$234.48	104510.250	Parks EQUIPMENT OPERATIN	Park repair supplies
6372202	SCHOLZEN PRODUCTS CO INC		4/9/2019	4/25/2019	\$30.87	104510.250	Parks EQUIPMENT OPERATIN	Park repair supplies
6372296	SCHOLZEN PRODUCTS CO INC	45508	4/9/2019	4/15/2019	\$28.76	536310.450	Irrigation WATER MAIN REPAIR	Irrigation repair supplies

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6372300	SCHOLZEN PRODUCTS CO INC		4/9/2019	4/25/2019	\$159.00	104160.250	Bldg EQUIPMENT OPERATING	
					3.18	104160.270	Bldg B&G OPERATION AND M	
					3.18	104240.250	Inspect EQUIPMENT OPERATI	
					19.08	104410.250	Streets EQUIPMENT OPERATI	Makita 2 pack battery
					38.16	104410.250	Streets EQUIPMENT OPERATI	
					6.36	104410.745	Streets STREET IMPROVEME	
					3.18	104510.250	Parks EQUIPMENT OPERATIN	
					44.52	516340.250	O&M EQUIPMENT OPERATIN	
					3.18	516340.450	O&M SYSTEMS MAINTENANC	
					15.90	536310.250	Irrigation EQUIPMENT OPERA	
					3.18	536310.450	Irrigation WATER MAIN REPAIR	
					15.90	556350.250	Drainage EQUIPMENT OPERA	
					3.18	556350.440	Drainage NEW SERVICES	
6372422	SCHOLZEN PRODUCTS CO INC		4/11/2019	5/1/2019	\$6.42	104510.250	Parks EQUIPMENT OPERATIN	sprinkler repair parts
					6.42	104510.250	Parks EQUIPMENT OPERATIN	
6372424	SCHOLZEN PRODUCTS CO INC		4/10/2019	4/25/2019	\$68.88	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6372565	SCHOLZEN PRODUCTS CO INC		4/10/2019	4/25/2019	\$37.80	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
					37.80	516340.450	O&M SYSTEMS MAINTENANC	
6373206	SCHOLZEN PRODUCTS CO INC		4/10/2019	4/25/2019	\$120.00	516340.450	O&M SYSTEMS MAINTENANC	Gate curb telescopic wrench
					120.00	516340.450	O&M SYSTEMS MAINTENANC	
6373429	SCHOLZEN PRODUCTS CO INC		4/10/2019	4/25/2019	\$24.52	536310.450	Irrigation WATER MAIN REPAIR	Irrigation repair supplies
					24.52	536310.450	Irrigation WATER MAIN REPAIR	
6373777	SCHOLZEN PRODUCTS CO INC		4/11/2019	5/1/2019	\$224.23	516340.450	O&M SYSTEMS MAINTENANC	repair water leak
					224.23	516340.450	O&M SYSTEMS MAINTENANC	
6373872	SCHOLZEN PRODUCTS CO INC		4/11/2019	5/1/2019	\$45.74	104510.250	Parks EQUIPMENT OPERATIN	sprinkler repair parts
					45.74	104510.250	Parks EQUIPMENT OPERATIN	
6373874	SCHOLZEN PRODUCTS CO INC		4/11/2019	5/1/2019	\$54.00	104510.250	Parks EQUIPMENT OPERATIN	gloves
					54.00	104510.250	Parks EQUIPMENT OPERATIN	
637800	SCHOLZEN PRODUCTS CO INC	45508	4/9/2019	4/15/2019	\$16.78	536310.450	Irrigation WATER MAIN REPAIR	Irrigation repair supplies
					16.78	536310.450	Irrigation WATER MAIN REPAIR	
	Vendor Total:				\$1,599.42			
129690	SOUTHERN UTAH DISTRIBUTING INC	45509	4/11/2019	4/10/2019	\$222.30	104160.270	Bldg B&G OPERATION AND M	towell and soap dispensers
					222.30	104160.270	Bldg B&G OPERATION AND M	
300021	Southwest Utah Public Health Departme		4/10/2019	5/2/2019	\$100.00	516340.420	O&M PURIFICATION AND TRE	Water sample testing
					100.00	516340.420	O&M PURIFICATION AND TRE	
3413699	SPECTRUM		4/11/2019	4/20/2019	\$72.24	104140.220	Admin PUBLIC NOTICES	Bid for safe routes to schools project
					72.24	104140.220	Admin PUBLIC NOTICES	
3439682	SPECTRUM		4/11/2019	4/20/2019	\$40.63	104140.220	Admin PUBLIC NOTICES	Public hearing master trails, zone change for Ash Creek
					40.63	104140.220	Admin PUBLIC NOTICES	
	Vendor Total:				\$112.87			
3297860919	STAPLES	45510	4/11/2019	4/11/2019	(\$58.59)	104140.240	Admin OFFICE EXPENSE, SUP	Pick up/ no reship from 4/16
					-26.95	104140.310	Admin ATTORNEY/IN HOUSE	
					-5.86	516660.240	Admin OFFICE EXPENSE, SUP	office supplies
					-14.06	516660.240	Admin OFFICE EXPENSE, SUP	office supplies
					-3.52	536310.240	Irrigation OFFICE EXPENSE, S	office supplies

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3313655069	STAPLES	45510	4/11/2019	4/11/2019	-8.20 (\$16.65) -7.65	556350.240 104140.240	Drainage OFFICE EXPENSE, S Admin OFFICE EXPENSE, SUP Admin OFFICE EXPENSE, SUP	EXPENSE, S PICK UP / NO RESHIP FROM 9/16
3336835051	STAPLES		4/11/2019	4/15/2019	-1.67 -4.00 -1.00 -2.33 (\$0.77) -0.35 -0.08 -0.18 -0.05 -0.11 (\$0.06) -0.03 -0.01 -0.01 -0.01	104140.310 516660.240 536310.240 556350.240 104140.240 104140.310 516660.240 536310.240 556350.240 104140.240 104140.310 516660.240 536310.240 556350.240	Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Drainage OFFICE EXPENSE, S	Refund price guarantee office supplies office supplies Refund price guarantee for 2017 office supplies
3337847160	STAPLES		4/11/2019	4/26/2019	-0.03 -0.01 -0.01 -0.01	104140.240 104140.310 516660.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Drainage OFFICE EXPENSE, S	Refund price guarantee for 2017 office supplies
3358209261	STAPLES	45510	4/11/2019	4/11/2019	(\$3.39) -1.57 -0.34 -0.81 -0.20 -0.47	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	Pick up / no reship office supplies office supplies
3388938715	STAPLES	45510	4/11/2019	4/11/2019	(\$75.02) -34.52 -7.50 -18.00 -4.50 -10.50	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	pickup no reship credit form 9-18 office supplies office supplies
3388938718	STAPLES	45510	4/11/2019	4/11/2019	\$73.67 33.89 7.37 17.68 4.42 10.31	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	305 A toner office supplies office supplies
3388938720	STAPLES	45510	4/11/2019	4/11/2019	(\$73.67) -33.89 -7.37 -17.68 -4.42 -10.31	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	Refund 305 a toner office supplies office supplies
3388938721	STAPLES	45510	4/11/2019	4/11/2019	\$73.67 33.89 7.37 17.68 4.42 10.31	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	305a TONER office supplies office supplies
3406659107	STAPLES	45510	4/11/2019	4/11/2019	\$66.74 66.74	104253.250	Animal EQUIPMENT OPERATI	Supplies for Animal shelter

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3409719977	STAPLES	45510	4/11/2019	4/11/2019	(\$66.74)	104253.250	Animal EQUIPMENT OPERATI	Supplies for Animal shelter
3409719978	STAPLES	45510	4/11/2019	4/11/2019	\$5.57	104140.240	Admin OFFICE EXPENSE, SUP	Stero ear buds for C Ballard
					2.56	104140.310	Admin ATTORNEY/IN HOUSE	office supplies
					0.56	104140.310	Admin OFFICE EXPENSE, SUP	office supplies
					1.34	516660.240	Irrigation OFFICE EXPENSE, S	office supplies
					0.33	536310.240	Drainage OFFICE EXPENSE, S	
					0.78	556350.240		
3409719979	STAPLES	45510	4/11/2019	4/11/2019	\$73.66	104140.240	Admin OFFICE EXPENSE, SUP	sheet protectors, green paper, paper, label tape, 2" binders
					33.88			
					7.37	104140.310	Admin ATTORNEY/IN HOUSE	office supplies
					17.68	516660.240	Irrigation OFFICE EXPENSE, S	office supplies
					4.42	536310.240	Drainage OFFICE EXPENSE, S	
					10.31	556350.240		
3409719980	STAPLES	45510	4/11/2019	4/11/2019	\$34.47	104140.240	Admin OFFICE EXPENSE, SUP	12 pk mailing tubes
					18.27	516660.240	Irrigation OFFICE EXPENSE, S	office supplies
					7.07	536310.240	Drainage OFFICE EXPENSE, S	
					9.13	556350.240		
3409719981	STAPLES	45510	4/11/2019	4/11/2019	\$68.41	104140.240	Admin OFFICE EXPENSE, SUP	office supplies
					36.42	516660.240	Irrigation OFFICE EXPENSE, S	office supplies
					14.10	536310.240	Drainage OFFICE EXPENSE, S	
					17.89	556350.240		
3409719982	STAPLES		4/11/2019	5/1/2019	\$8.98	104240.250	Inspect EQUIPMENT OPERATI	pens
					8.98			
3409719983	STAPLES		4/11/2019	5/1/2019	\$19.66	104140.240	Admin OFFICE EXPENSE, SUP	office supplies
					9.04	104140.310	Irrigation OFFICE EXPENSE, S	office supplies
					1.97	516660.240	Drainage OFFICE EXPENSE, S	
					1.18	536310.240		
					2.75	556350.240		
7215968197	STAPLES		4/2/2019	4/25/2019	\$19.66	104140.240	Admin OFFICE EXPENSE, SUP	office supplies
					9.04	104140.310	Irrigation OFFICE EXPENSE, S	office supplies
					1.97	516660.240	Drainage OFFICE EXPENSE, S	
					1.18	536310.240		
					2.75	556350.240		
					\$149.60			
129518	STAR SIGN AND BANNER	45511	4/10/2019	4/10/2019	\$475.00	104210.450	Police VEHICLE MAINTANCE	Decals for 2014 Chevy + install
316270,316334	STEAMROLLER COPIES	44121	4/10/2019	2/27/2019	\$20.00	104410.610	Streets MISCELLANEOUS SER	Engineering copy
					20.00			
101714	SUNRISE ENGINEERING INC	45512	4/11/2019	4/15/2019	\$8,358.00	104240.460	Inspect ENGINEER	Cottonwood Hollow Subdivision
					1,898.50	104410.745	Streets STREET IMPROVEME	Misc engineering services
					444.00	104410.745	Streets STREET IMPROVEME	100 South Roadway improvements
					1,081.00		O&M NEW SERVICES	2019 water project preliminary scoping
					3,393.75	516340.440		

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040119	TDS BAJA Broadband		4/10/2019	4/25/2019	\$135.33	516340.450	O&M SYSTEMS MAINTENANC	HB 303 Compliance
					50.07	556350.440	Drainage NEW SERVICES	100 S Cul-de-saac Detention Basin
					13.53	104140.290	Admin TELEPHONE/COMMUNI	DSL
					52.78	104253.280	Animal UTILITIES	PHONE
					2.71	516660.290	Admin TELEPHONE & COMMU	DSL
					16.24	536310.290	Irrigation TELEPHONE & COM	DSL
						556350.290	Drainage TELEPHONE & COM	DSL
040119	U.S. POSTAL SERVICE	45429	4/1/2019	4/1/2019	\$444.92	104140.240	Admin OFFICE EXPENSE, SUP	
					122.35	516660.240	Admin OFFICE EXPENSE, SUP	
					189.09	536310.240	Irrigation OFFICE EXPENSE, S	
					66.74	556350.240	Drainage OFFICE EXPENSE, S	
3520457459	UniFirst Corporation	45479	4/2/2019	3/10/2019	\$50.82	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	
3520460414	UniFirst Corporation	45513	4/2/2019	4/15/2019	\$50.82	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	
3520460905	UniFirst Corporation		4/10/2019	4/25/2019	\$50.82	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	

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3520461409	UniFirst Corporation		4/11/2019	5/1/2019	1.02	556350.440	Drainage NEW SERVICES	
					\$50.82	104160.250	Bldg EQUIPMENT OPERATING	
					1.02	104160.270	Bldg B&G OPERATION AND M	
					1.02	104240.250	Inspect EQUIPMENT OPERATI	
					12.20	104410.250	Streets EQUIPMENT OPERATI	
					2.03	104410.745	Streets STREET IMPROVEME	
					1.00	104510.250	Parks EQUIPMENT OPERATIN	
					14.23	516340.250	O&M EQUIPMENT OPERATIN	
					1.02	516340.450	O&M SYSTEMS MAINTENANC	
					5.08	536310.250	Irrigation EQUIPMENT OPERA	
					1.02	536310.450	Irrigation WATER MAIN REPAIR	
					5.08	556350.250	Drainage EQUIPMENT OPERA	
					1.02	556350.440	Drainage NEW SERVICES	
	Vendor Total:				\$203.28			
103258-1	Uniform Center		4/10/2019	4/20/2019	\$254.64	104210.250	Police EQUIPMENT OPERATIN	Uniforms for J Barker
103385-1	Uniform Center		4/10/2019	4/20/2019	\$400.43	104210.250	Police EQUIPMENT OPERATIN	Uniforms for B Lee
103386-1	Uniform Center		4/10/2019	4/20/2019	\$381.56	104210.250	Police EQUIPMENT OPERATIN	Uniforms for B Lee
	Vendor Total:				\$1,036.63			
PR032919-501	UTAH RETIREMENT SYSTEMS		4/3/2019	4/3/2019	\$7,843.47	102223	Retirement Payable	401k
					461.48	102223	Retirement Payable	Retirement
PR032919-449	Utah State Tax Commission		4/3/2019	4/3/2019	\$1,579.97	102222	State Withholding	State Income Tax
PR033119-449	Utah State Tax Commission		4/3/2019	4/3/2019	\$50.00	102222	State Withholding	State Income Tax
	Vendor Total:				\$1,629.97			
12194	WCWCD	45514	4/11/2019	3/30/2019	\$6,743.70	516660.440	Admin CONNECTION COSTS	Residential connections Feb. 2019
12357	WCWCD		4/11/2019	4/30/2019	\$2,835.52	516660.410	Admin PRODUCT OR SERVIC	March 2019 water development fe
12364	WCWCD		4/11/2019	4/30/2019	\$6,743.70	516660.440	Admin CONNECTION COSTS	Residential connections March 2019
	Vendor Total:				\$16,322.92			
R10401192	Weeks, James	ACH.7220.0403191428	4/1/2019	4/1/2019	\$870.00	104140.311	Admin ATTORNEY	
040219	ZIONS BANK- TRUST OPERATIONS		4/10/2019	4/25/2019	\$262.50	301580	Zions Bank Clearing account	Monthly reserve requirement
012519	ZIONS FIRST NATIONAL BANK CC	2192019	4/1/2019	1/25/2019	\$205.95	104410.745	Streets STREET IMPROVEME	Employee incentive R Slack
021519	ZIONS FIRST NATIONAL BANK CC	3202019	4/1/2019	2/15/2019	\$85.00	104240.220	Inspect BOOKS & MEMBERSHI	ICC membership
032119	ZIONS FIRST NATIONAL BANK CC		4/10/2019	4/10/2019	\$25.89	104210.230	Police TRAVEL & TRAINING	training

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Input Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
032219	ZIONS FIRST NATIONAL BANK CC		4/10/2019	4/10/2019	\$6.60 6.60	104210.230	Police TRAVEL & TRAINING	training
032619	ZIONS FIRST NATIONAL BANK CC		4/9/2019	4/10/2019	\$40.82 40.82	104410.745	Streets STREET IMPROVEME	UDOT meeting lunch
032819 PO# 3139	ZIONS FIRST NATIONAL BANK CC		4/8/2019	4/10/2019	\$24.34 24.34	104620.610	Comm COMMUNITY DEVELOP	Business Lunch with Patty Wise & Janet Micah
032919	ZIONS FIRST NATIONAL BANK CC		4/9/2019	4/10/2019	\$132.00 132.00	516340.450	O&M SYSTEMS MAINTENANC	Gravel to replace from water break
040219	ZIONS FIRST NATIONAL BANK CC		4/10/2019	4/20/2019	\$61.07 61.07	104210.610	Police MISC SUPPLIES	Supplies
040219-1	ZIONS FIRST NATIONAL BANK CC		4/10/2019	4/20/2019	\$27.72 27.72	104210.610	Police MISC SUPPLIES	Supplies
040319	ZIONS FIRST NATIONAL BANK CC		4/10/2019	4/10/2019	\$100.00 100.00	104230.230	Victims TRAVEL & TRAINING	2019 Utah Children's justice symposium- T Mower
1577-8953	ZIONS FIRST NATIONAL BANK CC		4/10/2019	4/10/2019	\$340.00 340.00	104253.250	Animal EQUIPMENT OPERATI	Shelter manager 12 mths hosting
2CM55A	ZIONS FIRST NATIONAL BANK CC		4/10/2019	4/20/2019	\$224.34 224.34	104230.230	Victims TRAVEL & TRAINING	Hotel for T Mower- 2019 Children's justice
Vendor Total:					\$1,273.73			
PR032919-234	ZIONS FIRST NATIONAL BANK.	04032019	4/3/2019	4/3/2019	\$7,774.63 4,607.54 1,077.58 2,089.51	102221 102221 102221 102221	FICA & FWT Withholding FICA & FWT Withholding FICA & FWT Withholding	Social Security Tax Medicare Tax Federal Income Tax
PR033119-234	ZIONS FIRST NATIONAL BANK.	04032019	4/3/2019	4/3/2019	\$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
Vendor Total:			Total:		\$8,110.23 \$128,271.35			
GL Account Summary								
	PEHP/AFLAC Insurance Clearin				791.11	101562		
	FICA & FWT Withholding				8,110.23	102221		
	State Withholding				1,629.97	102222		
	Retirement Payable				7,843.47	102223		
	Health Savings Account				526.50	102224		
	Misc Payable				58.90	102225		
	Building/Park Rental deposit				400.00	102331		
	Business License				65.00	103210		
	Impact fees - Streets				678.00	103801.3		
	Impact fees - Parks & Recreation				3,256.00	103801.7		
	Council EQUIPMENT OPERATI				12.50	104111.250		
	Police JUSTICE COURT				250.00	104121.240		
	Admin PUBLIC NOTICES				112.87	104140.220		
	Admin OFFICE EXPENSE, SUP				236.65	104140.240		
	Admin EQUIPMENT OPERATI				693.55	104140.250		

La Verkin City

Invoice Register - 3/29/2019 to 4/11/2019 - All Invoices

4/12/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					21.40	104140.280	Admin UTILITIES	
					69.46	104140.290	Admin TELEPHONE/COMMUNI	
					212.09	104140.310	Admin ATTORNEY/IN HOUSE	
					870.00	104140.311	Admin ATTORNEY	
					788.21	104140.315	Admin COMPUTER EQUIPME	
					112.21	104140.610	Admin MISCELLANEOUS SER	
					48.68	104160.250	Bldg EQUIPMENT OPERATING	
					670.98	104160.270	Bldg B&G OPERATION AND M	
					32.49	104210.230	Police TRAVEL & TRAINING	
					146.87	104210.240	Police OFFICE EXPENSE, SUP	
					1,715.30	104210.250	Police EQUIPMENT OPERATI	
					12.50	104210.315	Police COMPUTER EQUIPMEN	
					2,289.00	104210.410	Police DAT/INVESTIGATION/DI	
					594.95	104210.450	Police VEHICLE MAINTANCE	
					88.79	104210.610	Police MISC SUPPLIES	
					475.84	104230.230	Victims TRAVEL & TRAINING	
					62.27	104230.240	Victims OFFICE EXPENSE, SU	
					1,400.00	104230.270	Victims EMERGENCY FUND	
					76.60	104230.300	Victims FUEL	
					12.50	104230.315	Victims COMPUTER EQUIPME	
					85.00	104240.220	Inspect BOOKS & MEMBERSHI	
					300.97	104240.250	Inspect EQUIPMENT OPERATI	
					1,898.50	104240.460	Inspect ENGINEER	
					407.46	104253.250	Animal EQUIPMENT OPERATI	
					72.30	104253.270	Animal B&G OPERATIONS AN	
					74.98	104253.280	Animal UTILITIES	
					583.96	104410.250	Streets EQUIPMENT OPERATI	
					20.00	104410.610	Streets MISCELLANEOUS SER	
					2,408.13	104410.745	Streets STREET IMPROVEME	
					1,200.00	104510.120	Parks PART TIME EMPLOYEE	
					744.06	104510.250	Parks EQUIPMENT OPERATI	
					14,390.00	104510.470	Parks IMPACT FEES	
					32.93	104510.610	Parks SPORTS	
					1,206.09	104620.610	Comm COMMUNITY DEVELOP	
					57,789.27		Total	
					262.50	301580	Zions Bank Clearing account	
					694.64	512330	Turn on Fee/Renter Deposit	
					681.28	516340.250	O&M EQUIPMENT OPERATI	
					100.00	516340.420	O&M PURIFICATION AND TRE	
					3,932.77	516340.440	O&M NEW SERVICES	
					1,689.51	516340.450	O&M SYSTEMS MAINTENANC	
					479.88	516660.240	Admin OFFICE EXPENSE, SUP	
					72.21	516660.290	Admin TELEPHONE & COMMU	
					225.58	516660.315	Admin SOFTWARE OR INFOR	
					2,835.52	516660.410	Admin PRODUCT OR SERVIC	
					13,487.40	516660.440	Admin CONNECTION COSTS	
					24,198.79		Total	
					41,879.27	526260.520	Sewer PAYMENT TO ASH CRE	
					103.84	536310.240	Irrigation OFFICE EXPENSE, S	
					243.30	536310.250	Irrigation EQUIPMENT OPERA	
					4.65	536310.290	Irrigation TELEPHONE & COM	
					657.76	536310.450	Irrigation WATER MAIN REPAIR	
					1,009.55		Total	
					1,070.00	555520	Drainage S/D IMPACT	

La Verkin City
Invoice Register - 3/29/2019 to 4/11/2019 - All Invoices

4/12/2019

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Input Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
					172.16	556350.240	Drainage OFFICE EXPENSE, S	
					243.30	556350.250	Drainage EQUIPMENT OPERA	
					22.48	556350.290	Drainage TELEPHONE & COM	
					73.08	556350.315	Drainage SOFTWARE & COMP	
					1,550.95	556350.440	Drainage NEW SERVICES	
					3,131.97		Total	
					\$128,271.35		GL Account Summary Total	

La Verkin City
Budgeting Worksheet
10 10 General - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

Change In Net Position	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
Revenue:								
Taxes								
3110 Property Taxes	412,635	398,263	387,384	365,642	0	372,000	0	
3120 Property Taxes Delinquent	6,082	27,288	28,813	70,000	0	60,000	0	
3130 Sales & Use Tax	557,919	617,153	494,128	612,000	0	612,500	0	
3136 1/4% Sales Tax (Streets)	70,029	86,469	72,551	85,000	0	85,000	0	
3140 Franchise Tax	188,946	194,050	152,555	190,000	0	190,000	0	
3141 Telecommunications Tax	33,156	25,626	20,372	25,000	0	25,000	0	
3150 Transient Room Tax	30,060	82,341	64,015	70,000	0	70,000	0	
3160 RAP Tax	50,376	56,144	50,383	55,000	0	55,000	0	
3170 Fee in Lieu of Taxes	60	0	0	0	0	0	0	
Total Taxes	1,349,263	1,487,334	1,270,201	1,472,642	0	1,469,500	0	
Licenses and permits								
3210 Business License	15,747	14,876	15,063	13,000	0	13,000	0	
3221 Building Permits	59,627	71,945	30,334	25,000	0	25,500	0	
3225 Animal License	3,516	3,625	2,824	3,500	0	3,500	0	
3225.1 Animal Control Impounds	5,699	6,855	8,679	8,000	0	8,000	0	
Total Licenses and permits	84,589	97,301	56,900	49,500	0	50,000	0	
Intergovernmental revenue								
3332 Fire Grant	0	300,000	0	0	0	0	0	
3332.1 Police Grant	11,850	8,129	5,862	7,650	0	0	0	
3333 Highways grants	0	0	0	117,150	0	0	0	
3334 State Grants	0	0	45,886	117,000	0	114,600	0	
3356 Class "C" Roads	173,600	178,879	161,716	180,000	0	180,000	0	
3358 State Liquor	5,025	5,518	4,414	4,415	0	4,000	0	
Total Intergovernmental revenue	190,475	492,526	217,878	426,215	0	298,600	0	
Charges for services								
3225.2 Animal Control Contracts	7,045	5,500	8,000	15,000	0	24,000	0	
3430 Street Improvement Agreements	0	2,509	733	0	0	0	0	
3460 Contract services	25,000	49,500	74,500	100,000	0	0	0	
Total Charges for services	32,045	57,509	83,233	115,000	0	24,000	0	
Fines and forfeitures								
3510 Court Fines	38,113	37,667	26,853	38,000	0	30,000	0	
Total Fines and forfeitures	38,113	37,667	26,853	38,000	0	30,000	0	
Interest								
3610 Interest Income	14,747	28,334	28,724	25,300	0	25,000	0	
Total Interest	14,747	28,334	28,724	25,300	0	25,000	0	
Miscellaneous revenue								
3470.1 Holiday / Theater	2,043	1,887	1,494	2,500	0	2,000	0	
3470.3 Royalty Fund Raisers	598	157	411	200	0	200	0	
3473 Sports Revenue	2,850	3,305	1,590	3,000	0	2,500	0	
3620 Rents & Concessions	1,350	1,077	2,650	2,500	0	2,000	0	
3622 Cell Tower Rent	14,725	15,020	11,440	14,500	0	14,500	0	

La Verkin City
Budgeting Worksheet
10 10 General - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
3640 Sale of fixed assets	5,000	9,894	0	0	0	0	0	
3650 Sale of Materials and Supplies	370	420	0	0	0	0	0	
3690 Miscellaneous	16,387	73,121	49,002	20,000	0	30,000	0	
3695 Adopt a tree program	0	0	0	10,000	0	10,000	0	
3801.2 Impact fees - Public Safety	10,548	8,829	1,862	3,000	0	1,600	0	
3801.3 Impact fees - Streets	22,884	31,386	8,136	10,000	0	8,136	0	
3801.4 Impact fees - HCP	0	(328)	1,934	0	0	0	0	
3801.7 Impact fees - Parks & Recreation	87,912	100,936	35,816	45,584	0	39,072	0	
3806.10 Contributions from Other Entities	0	0	4,761	25,205	0	25,000	0	
Total Miscellaneous revenue	164,667	245,704	119,096	136,489	0	135,008	0	
Contributions and transfers								
3851 Transfer from Water	0	15,000	0	0	0	0	0	
3855 Transfer from Cemetery	5,000	6,000	0	6,000	0	6,000	0	
3990 Appropriation of Fund Balance	0	0	0	45,000	0	0	0	
Total Contributions and transfers	5,000	21,000	0	51,000	0	6,000	0	
Total Revenue:	1,878,899	2,467,375	1,802,885	2,314,146	0	2,038,108	0	
Expenditures:								
General government								
Council								
4111.110 Council WAGES	24,792	20,233	16,800	23,000	0	25,500	0	
4111.130 Council EMPLOYEE BENEFITS	1,433	1,951	1,532	2,200	0	2,500	0	
4111.220 Council YOUTH CITY COUNCIL	0	0	0	1,000	0	500	0	
4111.230 Council TRAVEL & TRAINING	3,404	1,647	3,926	4,750	0	4,500	0	
4111.250 Council EQUIPMENT OPERATING SUPPLIE	59	1,441	344	250	0	1,500	0	
Total Council	29,688	25,272	22,602	31,200	0	34,500	0	
Administrative								
4140.110 Admin SALARIES & WAGES	130,588	136,907	102,018	129,000	0	118,500	0	
4140.130 Admin EMPLOYEE BENEFITS	82,796	83,823	49,261	84,250	0	78,750	0	
4140.210 Admin BOOKS, SUBSCRIPTIONS & MEMBE	1,958	2,033	1,391	1,700	0	2,200	0	
4140.220 Admin PUBLIC NOTICES	2,673	945	559	2,500	0	2,000	0	
4140.230 Admin TRAVEL & TRAINING	4,896	3,689	3,752	5,000	0	5,000	0	
4140.240 Admin OFFICE EXPENSE, SUPPLIES & PO	6,484	11,397	5,284	7,000	0	9,000	0	
4140.250 Admin EQUIPMENT OPERATING SUPPLIE	5,554	6,914	4,227	6,500	0	6,500	0	
4140.280 Admin UTILITIES	12,664	11,318	9,119	15,500	0	15,500	0	
4140.290 Admin TELEPHONE/COMMUNICATIONS	3,873	4,106	3,253	4,000	0	4,200	0	
4140.310 Admin ATTORNEY/IN HOUSE	7,759	7,215	3,975	8,000	0	8,000	0	
4140.311 Admin ATTORNEY	12,723	10,625	8,700	12,000	0	15,000	0	
4140.312 Admin AUDITOR	6,000	6,000	6,000	6,000	0	7,000	0	
4140.315 Admin COMPUTER EQUIPMENT	12,240	23,280	11,513	17,500	0	17,500	0	
4140.460 Admin CONTRACT SERVICES	2,358	51,421	53,216	106,000	0	5,750	0	
4140.510 Admin INSURANCE	31,025	24,200	15,094	30,000	0	30,000	0	
4140.600 Admin BANK CHARGES	23,623	21,519	16,197	16,500	0	20,000	0	
4140.610 Admin MISCELLANEOUS SERVICES	4,756	4,319	3,985	5,000	0	8,000	0	
4140.740 Admin CAPITAL OUTLAY	15,500	0	0	0	0	0	0	
4170.610 Admin ELECTIONS	27	853	0	200	0	3,500	0	

La Verkin City
Budgeting Worksheet
10 10 General - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
Total Administrative	367,497	410,564	297,544	456,650	0	356,400	0	
Buildings and grounds								
4160.110 Bldg SALARIES & WAGES	36,039	34,439	26,703	35,500	0	36,500	0	
4160.130 Bldg EMPLOYEE BENEFITS	22,407	22,436	17,886	26,750	0	28,250	0	
4160.250 Bldg EQUIPMENT OPERATING SUPPLIES	5,972	5,470	4,363	5,500	0	5,000	0	
4160.270 Bldg B&G OPERATION AND MAINTENANC	5,231	13,404	7,944	10,000	0	5,000	0	
Total Buildings and grounds	69,649	75,749	56,896	77,750	0	74,750	0	
Total General government	466,834	511,585	377,042	565,600	0	465,650	0	
Public safety								
Police								
4121.240 Police JUSTICE COURT	3,224	4,000	2,500	3,750	0	3,750	0	
4210.110 Police SALARIES & WAGES	184,723	196,182	182,779	260,000	0	293,000	0	
4210.111 Police GRANT WAGES	7,337	5,156	3,847	5,000	0	0	0	
4210.120 Police PART TIME EMPLOYEES	32,155	32,058	21,682	46,000	0	37,500	0	
4210.121 Police GRANT BENEFITS	702	450	346	600	0	0	0	
4210.130 Police EMPLOYEE BENEFITS	147,178	158,302	162,028	209,000	0	254,000	0	
4210.210 Police BOOKS & MEMBERSHIPS	520	499	600	600	0	800	0	
4210.220 Police PUBLIC NOTICES/ADVERTISING	0	27	0	0	0	0	0	
4210.230 Police TRAVEL & TRAINING	1,480	4,822	6,977	7,500	0	8,000	0	
4210.240 Police OFFICE EXPENSE, SUPPLIES & PO	6,753	5,794	2,217	7,000	0	6,000	0	
4210.250 Police EQUIPMENT OPERATING SUPPLIE	21,895	27,001	13,455	21,600	0	20,000	0	
4210.260 Police STATE LIQUOR	4,836	5,850	1,413	4,415	0	4,000	0	
4210.280 Police UTILITIES	3,268	2,965	2,441	4,000	0	3,700	0	
4210.290 Police TELEPHONE	4,565	4,638	4,170	5,500	0	5,000	0	
4210.315 Police COMPUTER EQUIPMENT	13,316	5,717	4,981	7,500	0	7,000	0	
4210.410 Police DAT/INVESTIGATION/DISPATCH	52,000	59,562	45,243	65,000	0	65,000	0	
4210.450 Police VEHICLE MAINTENANCE	6,319	2,984	2,703	4,000	0	3,000	0	
4210.460 Police CONTRACT SERVICES	0	243	0	400	0	0	0	
4210.510 Police INSURANCE	0	0	450	0	0	0	0	
4210.610 Police MISC SUPPLIES	9,491	1,925	3,574	14,650	0	4,000	0	
4210.810 Police LEASE PAYMENTS	15,314	3,267	7,392	13,460	0	6,000	0	
4220.410 Fire FIRE CONTRACT	0	300,000	0	0	0	0	0	
Total Police	515,076	821,442	468,798	679,975	0	720,750	0	
Animal control								
4253.120 Animal PART TIME EMPLOYEES	19,860	23,713	19,721	25,000	0	39,500	0	
4253.130 Animal EMPLOYEE BENEFITS	1,928	2,206	1,915	2,700	0	4,000	0	
4253.220 Animal BOOKS & MEMBERSHIPS	0	200	84	300	0	0	0	
4253.230 Animal TRAVEL & TRAINING	395	926	146	700	0	1,000	0	
4253.250 Animal EQUIPMENT OPERATING SUPPLIE	3,193	2,517	2,138	4,150	0	2,500	0	
4253.270 Animal B&G OPERATIONS AND MAINTANC	0	0	485	4,500	0	4,500	0	
4253.280 Animal UTILITIES	2,749	2,079	2,350	3,000	0	3,000	0	
4253.450 Animal VEHICLE MAINTENANCE	0	39	0	1,500	0	400	0	
4253.610 Animal MISC SUPPLIES	106	544	317	900	0	1,000	0	
4253.810 Animal TRUCK PAYMENT	0	0	3,847	3,900	0	3,900	0	
4253.830 Animal BLDG	0	62,374	0	0	0	0	0	

La Verkin City
 Budgeting Worksheet
 10 10 General - 07/01/2019 to 06/30/2020
 100.00% of the fiscal year has expired

	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
Total Animal control	28,231	94,598	31,003	46,650	0	59,800	0	
Victim services								
4230.110 Victims SALARIES & WAGES	0	495	36,693	60,550	0	61,500	0	
4230.130 Victims EMPLOYEE BENEFITS	0	0	27,300	38,000	0	41,500	0	
4230.230 Victims TRAVEL & TRAINING	0	0	596	4,660	0	4,660	0	
4230.240 Victims OFFICE EXPENSE, SUPPLIES & PO	0	0	662	1,510	0	1,510	0	
4230.250 Victims EQUIPMENT, OPERATING & SUPP	0	0	333	0	0	0	0	
4230.260 Victims UNIFORMS	0	0	0	525	0	525	0	
4230.270 Victims EMERGENCY FUND	0	0	1,400	1,400	0	1,400	0	
4230.280 Victims UTILITIES	0	0	82	0	0	0	0	
4230.290 Victims TELEPHONE	0	0	799	810	0	810	0	
4230.300 Victims FUEL	0	0	939	1,320	0	1,500	0	
4230.315 Victims COMPUTER EQUIPMENT	0	0	160	0	0	0	0	
4230.450 Victims VEHICLE MAINTENANCE	0	0	56	1,330	0	800	0	
4230.610 Victims MISC SUPPLIES	0	0	0	100	0	100	0	
4230.810 Victims LEASE PAYMENTS	0	0	4,350	5,000	0	4,350	0	
Total Victim services	0	495	73,370	115,205	0	118,655	0	
Total Public safety	543,307	916,535	573,171	841,830	0	899,205	0	
Inspections								
4240.110 Inspect SALARIES & WAGES	40,962	37,456	30,744	40,250	0	41,500	0	
4240.130 Inspect EMPLOYEE BENEFITS	28,558	26,512	21,212	29,500	0	30,831	0	
4240.220 Inspect BOOKS & MEMBERSHIPS	680	484	248	1,000	0	1,000	0	
4240.230 Inspect TRAVEL & TRAINING	675	500	600	500	0	1,000	0	
4240.250 Inspect EQUIPMENT OPERATING SUPPLIES	3,807	2,966	5,344	6,000	0	7,000	0	
4240.450 Inspect VEHICLE MAINTENANCE	2,360	1,495	1,806	2,000	0	0	0	
4240.460 Inspect ENGINEER	10,663	40,747	9,719	12,534	0	10,000	0	
4240.610 Inspect MISC SUPPLIES	317	349	0	0	0	0	0	
Total Inspections	88,022	110,509	69,673	91,784	0	91,331	0	
Highways and public improvements								
Highways								
4410.110 Streets SALARIES & WAGES	54,601	52,089	41,660	57,000	0	56,000	0	
4410.130 Streets EMPLOYEE BENEFITS	35,819	35,944	28,402	43,000	0	44,750	0	
4410.230 Streets TRAVEL & TRAINING	300	200	0	1,000	0	1,500	0	
4410.250 Streets EQUIPMENT OPERATING SUPPLIE	9,090	12,918	9,111	12,500	0	10,000	0	
4410.280 Streets UTILITIES	29,502	29,788	21,633	30,000	0	30,000	0	
4410.450 Streets VEHICLE MAINTENANCE	1,409	991	1,812	2,000	0	3,000	0	
4410.610 Streets MISCELLANEOUS SERVICES	317	1,231	20	2,000	0	2,000	0	
4410.730 Streets STREET REPAIR	21,907	3,078	4,483	122,800	0	0	0	
4410.740 Streets EQUIP EXP/CAPITAL IMPR	45,977	133,475	0	0	0	0	0	
4410.745 Streets STREET IMPROVEMENTS	67,601	140,612	15,432	100,350	0	55,000	0	
4410.810 Streets LEASE PAYMENTS	18,863	15,000	0	4,000	0	4,000	0	
4410.820 Streets DEBT INTEREST	1,154	0	0	0	0	0	0	
Total Highways	286,540	425,326	122,553	374,650	0	206,250	0	
Total Highways and public improvements	286,540	425,326	122,553	374,650	0	206,250	0	
Parks, recreation, and public property								

La Verkin City

Budgeting Worksheet

10 10 General - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
Parks								
4510.110 Parks SALARIES & WAGES	68,005	68,186	52,542	67,500	0	64,500	0	0
4510.120 Parks PART TIME EMPLOYEES	7,700	6,503	7,800	12,000	0	14,000	0	0
4510.130 Parks EMPLOYEE BENEFITS	43,573	46,559	34,910	54,500	0	53,500	0	0
4510.240 Parks OFFICE EXPENSE, SUPPLIES & PO	78	2,488	300	750	0	1,000	0	0
4510.250 Parks EQUIPMENT OPERATING SUPPLIES	22,159	18,283	10,496	16,000	0	25,100	0	0
4510.270 Parks B&G OPERATION AND MAINTENAN	0	738	0	0	0	0	0	0
4510.280 Parks UTILITIES	2,877	4,406	2,053	3,500	0	2,000	0	0
4510.410 Parks CEMETARY IMPROVEMENTS	3,816	2,738	1,280	2,000	0	2,000	0	0
4510.450 Parks VEHICLE MAINTENANCE	2,347	1,999	1,222	1,000	0	0	0	0
4510.470 Parks IMPACT FEES	34,282	42,708	24,531	110,000	0	39,072	0	0
4510.480 Parks RAP Tax	11,014	42,262	19,739	50,000	0	55,000	0	0
4510.610 Parks SPORTS	1,582	2,769	946	3,000	0	3,000	0	0
4540.610 Rec MISCELLANEOUS EXPENSES	19,064	22,785	19,046	27,000	0	27,500	0	0
Total Parks	216,497	262,424	174,865	347,250	0	286,672	0	
Total Parks, recreation, and public property	216,497	262,424	174,865	347,250	0	286,672	0	
Community and economic development								
4620.610 Comm COMMUNITY DEVELOPMENT	10,076	13,365	9,598	14,732	0	15,000	0	0
Total Community and economic development	10,076	13,365	9,598	14,732	0	15,000	0	
Transfers								
4830.400 Transfer to DS Cont 2015 REFUNDING BOND	49,000	50,000	0	50,200	0	45,000	0	0
4830.500 Transfer to DS Cont 2011 ANIMAL CONTROL	8,700	8,500	0	0	0	0	0	0
4830.600 Transfer to DS Cont 2017 - 300 W Street	0	0	0	18,100	0	21,000	0	0
4851 Transfer to Water Fund	0	30,000	0	10,000	0	8,000	0	0
Total Transfers	57,700	88,500	0	78,300	0	74,000	0	
Total Expenditures:	1,668,976	2,328,244	1,326,902	2,314,146	0	2,038,108	0	
Total Change In Net Position	209,923	139,131	475,983	0	0	0	0	

La Verkin City
Budgeting Worksheet
30 30 Debt Service - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Interest								
3610 Interest income	59	98	139	0	0	0	0	
Total Interest	59	98	139	0	0	0	0	
Contributions and transfers								
3810.3 Transfer from General DS Cont 2015 Bond	49,000	50,000	0	50,200	0	45,000	0	
3810.5 Transfer from General DS Cont 2011 Lease Bon	8,700	8,500	0	0	0	0	0	
3810.6 Transfer from General DS 2017 - 300 W Street	0	0	0	18,100	0	21,000	0	
3851.3 Transfer from Water DS Cont 2015 Bond	49,000	48,000	0	48,000	0	54,400	0	
3855.3 Transfer from Drainage DS Cont 2015 Bond	45,100	46,000	0	46,000	0	45,000	0	
Total Contributions and transfers	151,800	152,500	0	162,300	0	165,400	0	
Total Revenue:	151,859	152,598	139	162,300	0	165,400	0	
Expenditures:								
General government								
Administrative								
4716.810 Principal Payment - 2018 210 South Park	0	0	11,773	0	0	0	0	
4716.820 Interest Payment - 2018 210 South Park	0	0	1,890	0	0	0	0	
Total Administrative	0	0	13,663	0	0	0	0	
Total General government	0	0	13,663	0	0	0	0	
Debt service								
4410.810 Principal payment S2000	0	0	(13,231)	0	0	0	0	
4711.810 Principal payment S2006 - S2015 Refunded	112,000	114,000	(13,468)	116,000	0	118,000	0	
4711.820 Interest payment S2006 - S2015 Refunded	28,967	27,584	13,100	26,200	0	24,400	0	
4711.830 Paying agent fees S2006 - S2015 Refunded	2,305	2,351	2,000	2,000	0	2,000	0	
4712.830 Paying agent fees S2007	2,000	(2,000)	0	0	0	0	0	
4714.810 Principal Payment Animal Control 2011	5,785	6,032	0	0	0	0	0	
4714.820 Interest Payment Animal Control 2011	2,780	2,455	0	0	0	0	0	
4715.810 Principal Payment - 2017: 300 W Street Improv	0	0	11,000	11,000	0	14,000	0	
4715.820 Interest Payment - 2017: 300 W Street Improv	0	1,500	6,188	7,050	0	7,000	0	
Total Debt service	153,837	151,922	5,589	162,250	0	165,400	0	
Total Expenditures:	153,837	151,922	19,252	162,250	0	165,400	0	
Total Change In Net Position	(1,978)	676	(19,113)	50	0	0	0	

La Verkin City
Budgeting Worksheet
51 51 Water - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
5140 Water Revenue	638,607	683,548	611,800	790,000	0	920,000	0	
5310 Connection Fees	5,264	4,081	700	2,500	0	2,000	0	
5410 Penalties & Fines	28,350	31,961	26,351	25,000	0	20,000	0	
5490 Miscellaneous	697	0	1,183	0	0	0	0	
5510 Grants	0	19,955	0	0	0	0	0	
Total Operating income	672,918	739,545	640,034	817,500	0	942,000	0	
Operating expense								
Administration								
6660.110 Admin SALARIES & WAGES	80,071	82,613	69,521	89,000	0	121,500	0	
6660.130 Admin EMPLOYEE BENEFITS	49,098	51,933	36,590	60,000	0	82,500	0	
6660.210 Admin BOOKS, SUBSCRIPTIONS & MEMBE	1,657	1,004	1,593	1,500	0	1,500	0	
6660.230 Admin TRAVEL & TRAINING	2,306	2,076	2,212	2,500	0	3,000	0	
6660.240 Admin OFFICE EXPENSE, SUPPLIES & PO	8,046	7,265	6,101	5,000	0	5,500	0	
6660.250 Admin OPERATING SUPPLIES & MAINTEN	0	35	0	0	0	0	0	
6660.280 Admin UTILITIES	2,800	3,125	1,558	2,000	0	2,000	0	
6660.290 Admin TELEPHONE & COMMUNICATION	4,140	4,316	3,627	4,500	0	4,500	0	
6660.315 Admin SOFTWARE OR INFORMATION	2,372	8,354	5,809	5,000	0	5,500	0	
6660.410 Admin PRODUCT OR SERVICES PURCHA	37,512	35,401	34,764	34,000	0	35,500	0	
6660.440 Admin CONNECTION COSTS	80,924	74,181	67,437	81,000	0	81,000	0	
6660.450 Admin SYSTEMS MAINTENANCE	0	69	0	0	0	0	0	
6660.460 Admin CONTRACTED SERVICES	1,935	5,255	1,836	4,000	0	4,000	0	
6660.510 Admin INSURANCE	7,047	6,831	5,498	12,000	0	12,000	0	
6660.610 Admin MISCELLANEOUS CHARGES	9,955	10,000	0	0	0	0	0	
Total Administration	287,863	292,458	236,546	300,500	0	358,500	0	
Maintenance								
6340.110 O&M SALARIES & WAGES	98,862	85,989	66,663	86,500	0	105,000	0	
6340.130 O&M EMPLOYEE BENEFITS	36,896	(10,375)	45,870	70,250	0	80,800	0	
6340.250 O&M EQUIPMENT OPERATING SUPPLIES	8,150	22,588	12,918	18,000	0	26,500	0	
6340.280 O&M UTILITIES	0	0	2,703	0	0	0	0	
6340.410 O&M PRODUCT OR SERVICE PURCHASE	4,144	0	0	0	0	0	0	
6340.420 O&M PURIFICATION AND TREATMENT CO	1,757	1,716	940	2,000	0	2,000	0	
6340.440 O&M NEW SERVICES	11,261	15,942	19,109	21,850	0	150,000	0	
6340.450 O&M SYSTEMS MAINTENANCE	26,668	33,855	103,558	110,000	0	34,600	0	
6340.610 O&M MISCELLANEOUS CHARGES	2,278	257	67	200	0	0	0	
6340.690 O&M DEPRECIATION	119,907	113,447	0	123,000	0	135,000	0	
6340.740 O&M EQUIP EXP / CAPITAL IMPR	0	0	0	56,000	0	12,000	0	
Total Maintenance	309,923	263,419	251,828	487,800	0	545,900	0	
Total Operating expense	597,786	555,877	488,374	788,300	0	904,400	0	
Total Income From Operations:	75,132	183,668	151,660	29,200	0	37,600	0	
Non-Operating Items:								
Non-operating income								
5520 Impact Fees	43,012	54,864	20,692	30,000	0	30,000	0	

La Verkin City
Budgeting Worksheet
51 51 Water - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
5810 Transfer from General Fund	0	30,000	0	10,000	0	8,000	0	
Total Non-operating income	43,012	84,864	20,692	40,000	0	38,000	0	
Non-operating expense								
6340.820 O&M INTEREST EXPENSE	3,750	3,570	0	4,000	0	4,000	0	
6660.820 Admin INTEREST EXPENSE 1999 WATER B	2,420	2,130	1,840	2,200	0	2,200	0	
6660.821 Admin INTEREST EXPENSE 2010 Water Rev	15,428	14,838	14,146	15,000	0	15,000	0	
9110 Transfer to General Fund	0	15,000	0	0	0	0	0	
9130.2 Transfer to DS CONT 2015 REFUNDING BOND	49,000	48,000	0	48,000	0	54,400	0	
Total Non-operating expense	70,598	83,538	15,986	69,200	0	75,600	0	
Total Non-Operating Items:	(27,586)	1,326	4,706	(29,200)	0	(37,600)	0	
Total Income or Expense	47,546	184,994	156,366	0	0	0	0	

La Verkin City
Budgeting Worksheet
52 52 Sewer - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

Income or Expense	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
Income From Operations:								
Operating income								
5110 Sewer Revenue	474,787	493,254	395,230	478,000	0	524,000	0	
Total Operating income	<u>474,787</u>	<u>493,254</u>	<u>395,230</u>	<u>478,000</u>	<u>0</u>	<u>524,000</u>	<u>0</u>	
Operating expense								
6260.110 Sewer SALARIES & WAGES	13,396	13,224	10,913	14,500	0	14,750	0	
6260.130 Sewer EMPLOYEE BENEFITS	8,678	8,621	6,407	10,000	0	10,750	0	
6260.520 Sewer PAYMENT TO ASH CREEK	445,967	466,200	373,809	453,500	0	498,500	0	
Total Operating expense	<u>468,041</u>	<u>488,045</u>	<u>391,129</u>	<u>478,000</u>	<u>0</u>	<u>524,000</u>	<u>0</u>	
Total Income From Operations:	<u>6,746</u>	<u>5,209</u>	<u>4,101</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
Total Income or Expense	<u>6,746</u>	<u>5,209</u>	<u>4,101</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	

La Verkin City
Budgeting Worksheet
53 53 Irrigation - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
5110 Irrigation Revenue	88,142	91,580	61,537	87,000	0	92,000	0	
5310 Irrigation CONNECTION FEES	5,974	5,936	2,418	3,000	0	3,000	0	
5410 Irrigation PENALTIES	814	585	519	1,000	0	1,000	0	
5530 Irrigation ASSESSMENT	29,536	31,797	30,954	32,000	0	31,000	0	
Total Operating income	124,466	129,898	95,428	123,000	0	127,000	0	
Operating expense								
6310.110 Irrigation SALARIES & WAGES	35,246	42,849	42,212	55,000	0	56,250	0	
6310.130 Irrigation EMPLOYEE BENEFITS	17,111	13,832	24,521	38,500	0	40,750	0	
6310.240 Irrigation OFFICE EXPENSE, SUPPLIES & P	2,110	1,895	1,475	1,000	0	1,000	0	
6310.250 Irrigation EQUIPMENT OPERATING SUPPLIE	7,609	8,107	5,178	5,650	0	6,000	0	
6310.260 Irrigation NEW WATER MAINS	1,760	0	0	0	0	0	0	
6310.290 Irrigation TELEPHONE & COMMUNICATIONS	1,181	1,131	338	250	0	500	0	
6310.315 IrrigationCOMPUTER EQUIPMENT	860	511	0	500	0	500	0	
6310.430 Irrigation SOLID WASTE EXPENSE	1,339	157	116	0	0	0	0	
6310.450 Irrigation WATER MAIN REPAIR	13,492	22,917	8,562	10,000	0	10,000	0	
6310.460 Irrigation CONTRACTED SERVICES	141	284	143	500	0	0	0	
6310.510 Irrigation INSURANCE	1,971	6,472	4,645	3,000	0	3,000	0	
6310.610 Irrigation MISC SUPPLIES	352	237	0	0	0	0	0	
6310.690 Irrigation DEPRECIATION	21,571	21,675	0	22,000	0	22,500	0	
6310.740 Irrigation EQUIP EXP / CAPITAL IMPR	0	0	0	1,600	0	1,500	0	
Total Operating expense	104,743	120,067	87,190	138,000	0	142,000	0	
Total Income From Operations:	19,723	9,831	8,238	(15,000)	0	(15,000)	0	
Non-Operating Items:								
Non-operating income								
5490 Irrigation MISCELLANEOUS	50	0	558	0	0	0	0	
5520 Irrigation IMPACT FEES	24,338	39,081	14,214	15,000	0	15,000	0	
Total Non-operating income	24,388	39,081	14,772	15,000	0	15,000	0	
Total Non-Operating Items:	24,388	39,081	14,772	15,000	0	15,000	0	
Total Income or Expense	44,111	48,912	23,010	0	0	0	0	

La Verkin City
Budgeting Worksheet
54 54 Garbage - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

Income or Expense	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
Income From Operations:								
Operating income								
5110 Garbage Revenue	235,107	248,409	191,234	242,850	0	250,000	0	
Total Operating income	<u>235,107</u>	<u>248,409</u>	<u>191,234</u>	<u>242,850</u>	<u>0</u>	<u>250,000</u>	<u>0</u>	
Operating expense								
6260.110 Garbage SALARIES & WAGES	10,684	13,264	9,574	12,750	0	10,500	0	
6260.130 Garbage EMPLOYEE BENEFITS	6,916	9,758	7,050	10,000	0	8,500	0	
6260.410 Garbage PAYMENT TO WASH CO SW	213,604	223,159	153,543	220,100	0	231,000	0	
Total Operating expense	<u>231,204</u>	<u>246,181</u>	<u>170,167</u>	<u>242,850</u>	<u>0</u>	<u>250,000</u>	<u>0</u>	
Total Income From Operations:	<u>3,903</u>	<u>2,228</u>	<u>21,067</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
Total Income or Expense	<u>3,903</u>	<u>2,228</u>	<u>21,067</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	

La Verkin City
Budgeting Worksheet
55 55 Drainage - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
5110 Drainage Revenue	151,756	158,049	119,587	150,000	0	159,000	0	
Total Operating income	<u>151,756</u>	<u>158,049</u>	<u>119,587</u>	<u>150,000</u>	<u>0</u>	<u>159,000</u>	<u>0</u>	
Operating expense								
Administration								
6350.110 Drainage SALARIES & WAGES	33,736	44,228	35,596	47,000	0	47,250	0	
6350.130 Drainage EMPLOYEE BENEFITS	16,407	8,811	22,215	33,500	0	35,500	0	
6350.240 Drainage OFFICE EXPENSE, SUPPLIES AN	3,044	2,670	2,224	2,500	0	2,500	0	
6350.250 Drainage EQUIPMENT OPERATING SUPPL	9,449	10,297	5,540	7,000	0	8,000	0	
6350.290 Drainage TELEPHONE & COMMUNICATIO	1,325	2,566	1,363	1,500	0	1,500	0	
6350.315 Drainage SOFTWARE & COMPUTER EQUI	2,851	1,294	781	1,500	0	1,500	0	
6350.440 Drainage NEW SERVICES	17,670	10,147	5,919	5,000	0	10,000	0	
6350.460 Drainage OUTSIDE CONTRACT LABOR	367	853	430	550	0	500	0	
6350.510 Drainage INSURANCE	7,047	6,472	4,645	7,500	0	7,500	0	
6350.610 Drainage MISCELLANEOUS CHARGES	317	309	0	0	0	0	0	
6350.690 Drainage DEPRECIATION	9,640	9,640	0	9,700	0	10,250	0	
6350.740 Drainage EQUIP EXP / CAPITAL IMPR	0	0	0	0	0	1,500	0	
Total Administration	<u>101,853</u>	<u>97,287</u>	<u>78,713</u>	<u>115,750</u>	<u>0</u>	<u>126,000</u>	<u>0</u>	
Total Operating expense	<u>101,853</u>	<u>97,287</u>	<u>78,713</u>	<u>115,750</u>	<u>0</u>	<u>126,000</u>	<u>0</u>	
Total Income From Operations:	<u>49,903</u>	<u>60,762</u>	<u>40,874</u>	<u>34,250</u>	<u>0</u>	<u>33,000</u>	<u>0</u>	
Non-Operating Items:								
Non-operating income								
5520 Drainage S/D IMPACT	21,764	32,099	10,110	11,750	0	12,000	0	
Total Non-operating income	<u>21,764</u>	<u>32,099</u>	<u>10,110</u>	<u>11,750</u>	<u>0</u>	<u>12,000</u>	<u>0</u>	
Non-operating expense								
9130.2 Transfer to DS Cont 2015 REFUNDING BOND	45,100	46,000	0	46,000	0	45,000	0	
Total Non-operating expense	<u>45,100</u>	<u>46,000</u>	<u>0</u>	<u>46,000</u>	<u>0</u>	<u>45,000</u>	<u>0</u>	
Total Non-Operating Items:	<u>(23,336)</u>	<u>(13,901)</u>	<u>10,110</u>	<u>(34,250)</u>	<u>0</u>	<u>(33,000)</u>	<u>0</u>	
Total Income or Expense	<u>26,567</u>	<u>46,861</u>	<u>50,984</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	

La Verkin City
Budgeting Worksheet
57 57 Cemetery - 07/01/2019 to 06/30/2020
100.00% of the fiscal year has expired

	2017 Actual	2018 Actual	2019 Actual	2019 Budget	2020 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Charges for services								
3480 Cemetery PERPETUAL	5,363	3,288	3,000	3,000	0	3,000	0	
3481 Cemetery LOT SALES	6,888	3,513	3,000	3,000	0	3,000	0	
3483 Cemetery GRAVE OPENING	2,350	3,150	1,250	2,000	0	2,000	0	
Total Charges for services	14,601	9,951	7,250	8,000	0	8,000	0	
Total Revenue:	14,601	9,951	7,250	8,000	0	8,000	0	
Expenditures:								
Transfers								
4810 Transfer to General Fund	5,000	6,000	0	6,000	0	6,000	0	
Total Transfers	5,000	6,000	0	6,000	0	6,000	0	
Total Expenditures:	5,000	6,000	0	6,000	0	6,000	0	
Total Change In Net Position	9,601	3,951	7,250	2,000	0	2,000	0	

ORDINANCE NO. 2019-__

AN ORDINANCE ADJUSTING THE MONTHLY COMPENSATION FOR THE MAYOR AND CITY COUNCIL, COMMENCING WITH THE FISCAL YEAR ENDING JUNE 30, 2020; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 3, 2010, the City Council—after a duly-noticed public hearing—considered and adopted Ordinance No. 2010-04, establishing / confirming the salary of the Mayor as \$533.33 per month, or \$6,400 per year, and establishing / confirming the salary of the City Council members as \$266.67 per month, or \$3,200.00 per year; and

WHEREAS, nearly a decade has passed since that ordinance was adopted; and

WHEREAS, it is time to re-examine the fairness and adequacy of the amount of compensation being paid to the City's elected officials; and

WHEREAS, it is the desire and determination of the City Council that the members of the City's governing body be fairly and appropriately compensated for the performance of their official duties for and on behalf of the City of LaVerkin; and

WHEREAS, it is the considered determination of the City Council that the level of compensation currently paid to the City's elected officials has been fair and reasonable in the past, but should be increased somewhat due to inflation and the increase (over time) in scope of the duties, responsibilities, and time commitment of those who serve as Mayor and City Council members of the City; and

WHEREAS, Section 10-3-318, *Utah Code Annotated* (1953, as amended), provides that the compensation of elected officers of the City shall receive such compensation for their services as the City Council "may fix by ordinance" adopting compensation or compensation schedules enacted after public hearing; and

WHEREAS, the City (after publication of the appropriate and timely notice in the *Spectrum* newspaper), held, on the ____ of _____, 2019, the public hearing required by Section 10-3-318, *Utah Code Annotated* (1953, as amended), and received and considered such public input as was provided at such hearing; and

WHEREAS, the City Council hereby declares it fair and appropriate—and in the best interests of the City and its residents—to adjust the compensation for the Mayor and City Council as set forth herein, effective July 1, 2019, the first day of Fiscal Year Ending June 30, 2020.

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

ORDINANCE NO. 2019-__

SECTION I: AMENDMENT OF THE CODE OF THE LaVERKIN CITY CODE, BY REVISING THE PROVISIONS OF SUBSECTION A.1 OF SECTION 1-6-3:

Subsection A.1 of Section 1-6-3 of *The LaVerkin City Code* is hereby amended to read as follows:

1. The monthly compensation of the elected officers is and shall be as follows:

Mayor: \$600.00

Council member: \$300.00

SECTION II: REPEAL OF CONFLICTING PROVISIONS.

All ordinances or resolutions, or parts or provisions thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent that they conflict herewith.

SECTION III: SEVERABILITY.

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

SECTION IV: EFFECTIVE DATE.

In the opinion of the City Council of LaVerkin City, it is necessary for the preservation of the peace, welfare, health, and safety of the inhabitants of LaVerkin City that this Ordinance take effect as soon as possible. This Ordinance, therefore, shall take effect at 12:01 a.m., July 1, 2019.

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

RICHARD M. HIRSCHI, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder



LA VERKIN CITY

KYLE GUBLER
CITY ADMINISTRATOR

RICHARD M. HIRSCHI
MAYOR

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

RESOLUTION No. R-2019

A RESOLUTION OF THE CITY OF La VERKIN MEMORIALIZING, CONFIRMING, AND TYING TOGETHER THE CITY'S RECENTLY-ADOPTED GENERAL PLAN, MASTER TRANSPORTATION PLAN, AND MASTER TRAILS PLAN

WHEREAS, on August 8, 2018, and September 26, 2018, after months of preparation and discussion, the Planning Commission held public hearings on the then-proposed *La Verkin City General Plan 2018* and the *La Verkin Transportation Master Plan (August 2018)*; and, on September 26, 2018, after careful consideration of the public input received, the Planning Commission unanimously recommended both documents to the City Council for approval; and

WHEREAS, on November 8, 2018, after careful consideration, the City Council—by motion—unanimously approved/adopted the *La Verkin City General Plan 2018* and the *La Verkin Transportation Master Plan (August 2018)*, as prepared and recommended; and

WHEREAS, on March 27, 2019, after months of preparation and discussion, the Planning Commission held a public hearing on the then-proposed *La Verkin City – Trails Master Plan*, and, after careful consideration of the public input received, unanimously recommended to the City Council the Plan's approval as an addendum to the *La Verkin City General Plan 2018* and *La Verkin Transportation Master Plan (August 2018)*; and

WHEREAS, on November 8, 2018, after careful consideration, the City Council—by motion—unanimously approved/adopted the *La Verkin City – Trails Master Plan*, as prepared and recommended, as an addendum to the *La Verkin City General Plan 2018* and *La Verkin Transportation Master Plan (August 2018)*; and

WHEREAS, the notice requirements were satisfied with regards to the above-entitled documents, and there is no requirement that such documents be approved or adopted by resolution or ordinance; and

WHEREAS, notwithstanding the lack of a requirement to do so, it has been suggested, discussed, and recommended by the Mayor and at least one Council member that a resolution be approved/adopted to reference the above-mentioned documents and memorialize their approval/adoption, to confirm such previous approval/adoption, and to tie them together as one for purposes of reference, review, and consultation by the City, the State and any of its agencies, any providers of relevant grants, residents and businesses of the City of La Verkin, and the public at large; and

RESOLUTION No. R-2019_____

WHEREAS, the La Verkin City Council, having considered the matter, agrees and declares that it is in the best interest of the State, City, residents and businesses of La Verkin, and others, that this resolution be adopted.

NOW THEREFORE BE IT RESOLVED by the LaVerkin City Council that it be noted and declared that:

1. The *La Verkin City General Plan 2018*, *La Verkin Transportation Master Plan (August 2018)*, and *La Verkin City – Trails Master Plan* were duly noticed to the public, subject to public input, unanimously recommended for approval by the City's Planning Commission, and approved/adopted by the City Council, as hereinabove set forth.
2. The prior approvals/adoption of the *La Verkin City General Plan 2018*, *La Verkin Transportation Master Plan (August 2018)*, and *La Verkin City – Trails Master Plan* are hereby memorialized, confirmed, and ratified.
3. The *La Verkin City General Plan 2018*, *La Verkin Transportation Master Plan (August 2018)*, and *La Verkin City – Trails Master Plan* are hereby tied together—for purposes of reference, review, and consultation—for the convenience, understanding, and benefit of the City, the State and any of its agencies, any providers of relevant grants, residents and businesses of the City of La Verkin, and the public at large

This Resolution shall be effective upon adoption.

ADOPTED this 17th day of April, 2019.

Richard M. Hirschi, Mayor

ATTEST:

Christy Ballard, City Recorder

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 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

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 17th day of April, 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, Christy Ballard hereby certify that I am the duly qualified and acting
City Recorder 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 April 17, 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

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: La Verkin City
Address: 435 North Main Street
City, State Zip: La Verkin, UT 84745
Attention: Troylin Benson
Public Finance Office: Administrative Coordinator/Treasurer
County: Washington
Amount: 34,944.40
Rate: 3.41
Maturity Date: June 15, 2022
First Pmt Date: June 15, 2019
Payment Dates: June 15
Auto Extend: 2
Governing Body: ~~Town~~ City Council
Resolution Date: _____, 2019
Dated Date: May, 2019
Day: 29th
State: Utah

44C

\$ 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

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Dated as of May 29, 2019

by and between

ZIIONS 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 May 29, 2019, by and between ZIONS BANKCORPORATION, 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", "herein", "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(i)(X)(D) hereof.

"Basis" 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 hereof.

"Lease Payment Date" shall have the meaning set forth in Section 3.4(d) 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(i)(X)(A) hereof.

"Regulations" shall have the meaning set forth in Section 2.1(X)(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 issuers.

(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 interests 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 monies 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 monies 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 monies 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 rebateable 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 monies 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 monies 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 monies 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) overburching 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 exemption 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)(v)(V) 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.

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☐ (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 and 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 3.4(g), with the final Renewal Term ending on June 15, 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.

events.

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

- (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-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 loss, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such loss, 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 repaired 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 guarantees, 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 guarantees at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guarantees 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, 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 mechanics' 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 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 Exclusion 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) Government 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:

[To the Bank:]

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

[To the Lessee:]

La Verkin City
435 North Main Street
La Verkin, UT 84745
Attention: Troy Jim 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 supercedes 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 BANK CORPORATION, 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 forty-one hundredths percent (3.41%) 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
05/29/2019	\$34,944.20	3.410%	\$2.96	\$34,947.16	\$34,947.16
06/15/2020	\$34,944.20	3.410%	\$2.96	\$34,947.16	\$34,947.16
06/15/2021	\$34,944.20	3.410%	\$2.96	\$34,947.16	\$34,947.16
06/15/2022	\$34,944.20	3.410%	\$2.96	\$34,947.16	\$34,947.16
Total	\$139,776.80		\$11.84	\$139,788.64	\$139,788.64

Laverkin City
\$34,944.40 Equipment Lease Purchase
Dated May 29, 2019

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/29/2019	9,194.20	3.410%	52.96	9,194.20	9,194.20
06/15/2020	9,194.20	3.410%	52.96	9,194.20	9,194.20
06/15/2021	9,194.20	3.410%	52.96	9,194.20	9,194.20
06/15/2022	9,194.20	3.410%	52.96	9,194.20	9,194.20
Total	\$36,776.80		\$211.84	\$36,988.64	\$36,988.64

Yield Statistics

Bond Year Dollars	\$51.74
Average Life	1.538 Years
Average Coupon	3.409972%

Net Interest Cost (NIC)

True Interest Cost (TIC)	3.409972%
Bund Yield for Mortgage Purposes	3.411570%
All Inclusive Cost (AIC)	3.411570%

IRS Form 8038

Net Interest Cost	3.409972%
Weighted Average Maturity	1.538 Years

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

U350-2019 Ford F-250 Regular Cab
VIN _____

B-1

EXHIBIT C

RESOLUTION OF GOVERNING BODY

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

Whereas, The Utah City 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

AR

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.

C-1

Adopted and approved this 17th day of April, 2019.

By _____

Print Name Richard M. Hirsch

Title Mayer

Attest:

By _____

Print Name Christy Ballard

Title City Recorder

STATE OF UTAH
COUNTY OF WASHINGTON

)
) ss.
)

I, Christy Ballard hereby certify that I am the duly qualified and acting
City Recorder 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
April 17, 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 BANKCORPORATION, 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 29th day of May, 2019, between the Lessee and ZIONS BANKCORPORATION, 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

D-1

EXHIBIT E
SECURITY DOCUMENTS

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

E-1

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 May 29, 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:

- 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.
- 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.
- 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.
- 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:
L.A. VERKIN CITY
By: _____
(Authorized Signature)
Date: _____

F-1

Form 8038-GC (Rev. January 2012)		Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales		OMB No. 1545-0720		
Department of the Treasury Internal Revenue Service		Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.				
Part I Reporting Authority		Check box if Amended Return ☐				
1 Issuer's name	2 Issuer's employer identification number (EIN)		3			
435 North Main Street City, town, or post office, state, and ZIP code Le Verkin, UT 84133		5 Report number (For IRS Use Only)		6		
7 Telephone number of officer or paid representative		8		9		
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When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the month following 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 (1983-531). It is determined that the failure to file Form 8038-GC on time, in respect, types or in part at the top of the form, will not be treated as a failure to file Form 8038-GC a later date.

Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also include whether the obligation in question is under examination by the IRS, whether the issuer is in any kind of default, delinquent, insolvent, or financially distressed status. 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, as approved 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:

- **Express (DHL), DHL Same Day Service, Overnight, FedEx, FedEx Priority, FedEx 2Day, FedEx International Priority, and FedEx International First.**
- **United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air AM, UPS 2nd Day Air, UPS 2nd Day Air AM, 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 arbitrage (arbitrage for paying a penalty in lieu of arbitrage), use Form 8038-1, 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 round the money items on this return to the nearest whole dollar. Do not drop any amount from 50 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 local government or department under section 150(b).

- **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 a private activity business use (for 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 under the same terms, conditions, and 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 30 days are 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 actual circumstances.

As a result, obligations issued under the same issue if all of the amounts to be advanced under the draw-down loan are to be advanced within 30 days of the date 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 the agreement is reasonably expected to be sold within 30 days of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a tax-exempt obligation is subject to the arbitrage rebate rule. The issuer of the obligation must file a statement with the IRS showing the proceeds of the bond in higher yielding nonpurpose investments. See section 140(f), 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 qualified 501(c)(3) bond may elect 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 8038-1.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information 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 required 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 lessor or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should use the EIN of the issuer's principal office. If the issuer is a partnership, you can get the form on the IRS website at irs.gov or by calling 1-800-TAX-FORM (1-800-825-3676). You may receive an EIN by telephone by following the instruction for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 5. If the issuer wishes to use its own address and the issuer receives its mail from that address, the issuer must use that representative (such as an accountant or attorney) after the 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.

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 notices of deficiency, 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 designated person on line 5, whose address is entered on line 5, and the issuer consents to disclose the issuer's return information to that individual, as necessary, to process this return.

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 qualified 501(c)(3) bond is sold to the public. For issues reported on a consolidated basis, enter the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other issuer's) obligation to deliver the bonds on 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).

Line 9a through 9h. Complete this section if property other than cash is exchanged for the obligations. For each obligation, including a police car, a fire truck, or bridge, enter the date of sale, the date of the first payment, the 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 a cash payment. 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.

Line 9i and 9j. For line 9i, enter the amount of the proceeds that will be used for the 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 line 9i the amount of proceeds used for the purchase of bonds. Report on line 9j the amount of proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 9a 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 2669(b)(3)(B)(iii).

Line 11. Check this box if the issuer 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 8038-1 for each 6-month period after the date the bonds are issued. Do not make this election if the issuer is a "small issuer" under Form 8038-GC, See Rev. Proc. 92-25, 1992-1 CB 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 issuer's representative must sign and 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 as an accountant or attorney) after the 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.

Paid Preparer

If an authorized representative of the issuer filed in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the issuer for the preparation of the return, such as a volunteer, 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 form. A paid preparer cannot use a social security number or other identifying number on the form. If the preparer is not a paid preparer, 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
- Enter 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. We will not share this information with anyone else unless we have a law that says we must. 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. OMB's rules for determining which information is required to be provided to the public are contained in 5 U.S.C. 552 and 5 U.S.C. 1706. 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 this notice, you may write to the IRS, Department of the Treasury, Tax Products Coordinating Committee, SEW/CAMP/TPKMS, 1111 Constitution Ave., NW, Room 6038, Washington, DC 20542. Do not send this notice to this address. Instead, see *Where To File*.