

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, August 21, 2019 6:00 p.m. Council Chambers, 111 S. Main, La Verkin, Utah

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

B. Presentation:

1. Chief Ben Lee
2. Hugh Howard

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

1. Declarations of conflict of interest
2. Minutes: August 7, 2019 regular meeting
3. Review Checks and Invoices: \$175,497.01

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

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

F. Business:

1. Annual Training on Open and Public Meetings Act (OPMA) and Government Records Access and Management Act (GRAMA) for members of the City's public bodies (including but not limited to the City Council, Planning Commission, and Board of Adjustment), as required by law.
2. Primary Election Canvass.
3. Discussion and possible action to approve Proclamation No. 2019-03; a proclamation designating September 17-23, 2019 as Constitution Week.
4. Discussion and possible action to approve Ordinance No. 2019-08; an ordinance amending section 8-2-8 of the La Verkin City Code, dealing with connection standards for secondary water.
5. Discussion and possible action to approve a lease purchase agreement for a 420 CAT Backhoe and associated financing.

G. Mayor & Council Reports:

Mayor Hirschi:

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

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

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

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

Reeve: Solid Waste, Sewer District

H. Adjourn:

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

Certificate of Posting

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

111 S. Main and 435 N. Main on August 16, 2019.

Christy Ballard, City Recorder

City of La Verkin

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La Verkin City Council Meeting Minutes

Wednesday, August 7, 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: Derek Imlay, Kevin Bennett and Chief Ben Lee; Public: Brian Stewart, Ingrid Moffet, Victor & Mary Williams, Mike Chandler and Nick Wright.

Councilman Randy Reeve, Kyle Gubler and Christy Ballard were excused.

A. Called to Order – The prayer and the Pledge of Allegiance were given by Kelly Wilson at 6:00pm.

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: July 17, 2019 regular meeting.
3. Review Checks and Invoices: \$116,093.44

Motion was made by Councilman Ray Justice to approve the consent agenda as written, including the minutes of the July 17, 2019 regular meeting and Checks and Invoices in the amount of \$116,093.44, second by Councilman Kelly Wilson. Roll Call Vote: Wilson-yes, Wise-yes, Justice-yes, Gubler-yes. Motion carried unanimously.

C. Committee Reports:

1. Fire District-Battalion Chief Nick Wright reported there were 42 calls for service last month in La Verkin City. 15 of those were fire calls and 25 calls were EMS with 2 cancelled calls. There are two wildland fire crews in the field at different locations.

Councilman Gubler mentioned hearing about the possible sell of the current fire station in Hurricane and wondered one, where the probable location of a new station would be, and two, if the La Verkin fire station would ever be manned full time.

Nick replied he is not aware of any plans to staff Station 3 (La Verkin) full time. Station No. 1 (Hurricane) is not going to be sold. The original plan was to relocate to 400 S 700 W which is city owned property.

Councilman Gubler continued, he is curious about what that would do for La Verkin and Toquerville's ISO Protection Class Rating. If we are outside of 5 miles from a manned fire station it would heavily impact homeowner's insurance rates. He would like that taken into consideration if and when the District considers relocating Station 1.

Nick will relay that to Chief Kuhlmann.

Councilman Justice asked if Station 1 belonged to Hurricane City or HVFD?

Nick answered it is Hurricane City's building. There are agreements in place, and he is not sure of all of the details, but the discussion was Hurricane would build a new building for HVFD.

Mayor Hirschi explained the building has been added onto by HVFD which is an asset to the Department and that would be taken into consideration.

Councilman Justice mentioned there were ownership issues at the time Hurricane City decided to participate in the Hurricane Valley Fire District. He is concerned that Hurricane City is discussing selling the building and the District doesn't have a place to put the equipment purchased by HVFD.

Nick said he would let Chief Kuhlmann know those concerns as well.

Mayor Hirschi reported he has been in the La Verkin Station and it looks very nice. There are a couple of things that need to be redone but it is almost ready.

2. Sewer Board-Mike reported business is usual with summer activities. Growth in La Verkin has been continuing with Cottonwood Hollow Phase 1 final sign off and the vacation rental development by River Rock Roasting Company.

He will finish the charrette report for Confluence Park and will be reporting back to that Board and Committee for approval. The District has shifted its focus from the Confluence Park plan to working on significant failures on some concrete pipeline. Once that pipeline is replaced, they will get back on track with the Confluence Park plan.

3. Planning Commission-Nothing to report.
4. Water Board-Nothing to report.

D. Citizen Comment & Request for Future Agenda Items:

No comments were made.

E. Business:

1. Discussion and possible action to approve Resolution No. R-2019-22; A resolution approving the proposed Interlocal Cooperation Agreement (Animal Impound and Sheltering Services), with Springdale Town, for the provision of certain animal impound and sheltering services with regards to Springdale and Rockville towns.

Chief Lee explained Springdale's police chief approached him last year asking if La Verkin would be interested in providing that service for them. There have been several discussions and ideas shared back and forth with the proposed agreement being what they felt was the fairest. In the past two years, Springdale has averaged 8 dogs per year. Of those 8, 2 are adopted out and the rest are redeemed. They do not have a huge need, but they still need a facility to deal with them. In addition to this, Zion Pet Lovers from Springdale have agreed to volunteer at the La Verkin animal shelter. This volunteer group is how Springdale has been dealing with the animals they do receive.

Chief Lee has spoken with our animal control officers and asked them what kind of impact they feel this agreement would have on our shelter. They both felt the impact would be very minimal, if at all.

This agreement would not only help Springdale and Rockville but would provide additional funds for La Verkin City. Last year, most of the projects done at the shelter were funded by these contracts.

Historically, we have worked well with other agencies if they have had animal issues and needed our help. If we can have an agreement where we can be compensated for that, it's even better.

Part of his concern moving forward would be, we already have an agreement with the County and Toquerville so those animals would have priority over Springdale animals.

He will have an annual evaluation with Springdale to review the contract and determine all costs are getting covered.

La Verkin City will collect and keep all the fees for housing the animal, impounds and surrender of an animal.

Capacity was evaluated to determine if we could or wanted to do more. La Verkin has 10 indoor kennels and those have only been full one time this year and that was for one day. We average 4 dogs.

Chief Lee stated his major concern with this contract, as written, is subsection 2 where it talks about not allowing us to go more than 5 miles from La Verkin City limits. He feels this is very restrictive. He does not foresee us having to go to Springdale every week, or even monthly, to pick up a dog. He does not feel going to Springdale a couple of times a year is unreasonable for the amount the City is being compensated. Chief Brecke informed Chief Lee he doesn't want an officer waiting for La Verkin's animal control for 30 minutes, so they plan on meeting them. He thinks there needs to be some discretion involved with transportation. He does not want to call someone out in the middle of the night to get a dog or if we are involved in a situation, he will not pull someone away to go get a dog so Springdale may need to bring the dog down to us.

Councilman Justice asked about the average number of dogs from each area.

Chief Lee replied the last two months have been very similar and the stats for last month were 4 County dogs, 14

La Verkin City dogs and 0 Toquerville dogs.

Councilman Justice asked if Chief Brecke would be open to purchasing a kennel of some sort so if there were ever a time that we could not get their quickly they could contain the animal and not have to "babysit" it.

Chief Lee did not know the answer to that. Zion Pet Lovers has helped with that in the past. He would rather see Springdale bring the animal to us if we were unavailable.

Councilman Wilson pointed out the agreement specifically states services will not include pick up or transport related to the animals.

Kevin said it does, Kyle specifically told Kevin he did not want our officers traveling further than 5-6 miles. Kevin wrote it so that we have the discretion. Anything we do beyond that would be a benefit and not an entitlement on their part.

Councilman Wilson pointed out the County brings their dogs to us and he feels Springdale should be responsible for getting their dogs to us as well.

Chief Lee replied they do, however, if we are not busy, we will go to Toquerville and pick them up.

Councilman Wilson stated he feels this agreement is well written and reasonable.

Kevin mentioned this agreement is written, like Toquerville's, so that if Springdale residents are not paying the fees and abandoning their animals it can be a breach of contract and we can evaluate or terminate the agreement.

Chief Lee reported there was a County dog whose owner was not taking care of the dog and it kept getting impounded. The County did charge the person criminally for neglect. We do not want to be a dumping ground for people wanting to get rid of their dog, so we do have the ability to criminally charge people.

Councilman Gubler stated he likes the way the agreement is written. It gives the City the chance to try it and if we find it is more than what was presented or expected we can cancel it. We have the facility; it is a fixed dollar amount to run it and if we are rarely at full capacity this will help us offset the expenses.

Councilwoman Wise pointed out the five miles is stated in the contract and Springdale is aware of it, but would we be able to help Springdale in the event of an emergency?

Kevin replied we have a law enforcement mutual aid agreement throughout all the County if there is ever a need for back up. This agreement doesn't prohibit us from going to Springdale for an animal, but it doesn't require us to do it either.

Councilwoman Wise said she originally agreed with the five miles being restrictive but also felt if we were going 20 miles to get a dog there should be a fee.

This agreement gives us plenty of room for judgement calls, it does protect the City and it also simplifies the contract so the contract with Springdale is the same as the contract with Toquerville. She feels this agreement is very workable and is beneficial to both communities.

Kevin pointed out two typographical errors that need to be corrected. If approved, adopt the resolution as corrected.

Motion was made by Councilman Micah Gubler to approve Resolution No. R-2019-22; A resolution approving the proposed Interlocal Cooperation Agreement (Animal Impound and Sheltering Services), with Springdale Town, for the provision of certain animal impound and sheltering services with regards to Springdale and Rockville towns as corrected, second by Councilwoman Patricia Wise. Roll Call Vote: Gubler-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

2. Discussion and possible action to approve Ordinance No. 2019-06; An ordinance updating the La Verkin City Code to adopt and incorporate by reference new provisions of and amendments to Utah State criminal law and

procedure, traffic law and law enforcement provisions, as adopted or modified by the State Legislature through the 2019 General Session.

Mayor Hirschi explained this is done every year.

Kevin explained every year there are modifications to the types of crimes we have in the State at the State level. This will adopt those changes. The one thing he did not address, he is leaving it solely on the State at this point, is medical marijuana. This has been a big fight and he did not want to get the City involved in it. We will cite it under State Code and let them finish working it out.

The other provisions from the criminal code, motor vehicle code and alcohol code that we enforce in our City will be up to date and will allow us to site appropriately so we can get the appropriate disposition in the courts.

Motion was made by Councilman Ray Justice to approve Ordinance No. 2019-06; An ordinance updating the La Verkin City Code to adopt and incorporate by reference new provisions of and amendments to Utah State criminal law and procedure, traffic law and law enforcement provisions, as adopted or modified by the State Legislature through the 2019 General Session, second by Councilman Kelly Wilson. Wilson-yes, Wise-yes, Justice-yes, Gubler-yes. Motion carried unanimously.

3. Discussion and possible action to approve Ordinance No. 2019-07; An ordinance amending Chapter 1 of Title 9, of the La Verkin City Code, dealing with building related codes.

Kevin explained there has been some concern with staff that our building codes are out of date. There has been some dragging coming down from the State and the County as to which version of the International Building Code (IBC) and International Residential Code (IRC) they want to follow. We want to make sure we are following State Law and doing what is recommended by the County.

La Verkin has been using a valuation form from the International Building Commission from 2008 for the basis of calculating part of our building permit fees. In 2008 we were in the recession and property values/construction costs were very low. We need to update our Code. This is not a tax increase; it is bringing our building code up to date. The Code will now specifically state that part of our building permit fee calculation is based on the valuation chart promulgated by the International Building Commission. The International Building Commission releases this chart twice a year, but we will adopt it once a year like we do criminal law. This will make sure we have the updated valuations for our calculations so it will be an appropriate assessment of the fee.

Historically, La Verkin has claimed 90% of the valuation cost per square foot from the valuation chart and we will continue to claim 90%, it will just be at 2019 rates, not 2008.

What we are doing with this ordinance is updating the entire chapter and updating the valuation formula used. The packet has three parts, John listed various versions of costs to show the fee difference, it is not a lot but there is a difference. The second part shows all the changes to the Code and the third is the ordinance that will replace the entire building code chapter.

Councilman Gubler asked Derek if this will affect peoples desire to build in La Verkin.

Derek replied the dollar amount is very minimal so he doesn't think it will discourage anyone. We are the only city in Washington County not using the current valuation chart and we also have some of the lowest impact fees in the County. Hurricane is about \$20,000 more than we are.

Councilman Wilson asked why there is such a cost difference in impact fees.

Derek answered growth has a lot to do with how impact fees are figured, and Hurricane has more ability and is growing faster than we are. Studies also drive what the impact fees are. Our last water study would have dropped us from \$1,500 to \$300 if we hadn't identified those areas that need to be improved.

Kevin pointed out when we expand toward Virgin it will require a study to determine what the impact fees will need to be.

Motion was made by Councilman Kelly Wilson to approve Ordinance No. 2019-07; An ordinance amending Chapter 1 of Title 9, of the La Verkin City Code, dealing with building related codes, second by Councilwoman Patricia Wise. Roll Call Vote: Wilson-yes, Wise-yes, Justice-yes, Gubler-yes. Motion carried unanimously.

Derek explained the IBC and IRC codes change every three years. Right now, we are in the 2018 version for those codes and 2017 version for the National Electrical Code. The State decides what, if any, of the code they are going to adopt. The State has been struggling with the 2015 Code. That makes it hard for us to update our Code.

Kevin said he forgot to mention the ordinance is an update, but it also includes two new codes, a Swimming Pool and Spa code and the Existing Building code which regulates the modification of buildings already in use. If that makes a difference to the Councilmembers, they can re-vote on this item.

Derek reported the City is already operating under the swimming pool code, that was driven by the Health Department. The main point was requiring the suction in pools be covered by a screen.

F. Mayor & Council Reports:

Mayor-He was contacted by Mary Burkett who is a candidate for Utah's 2nd Congressional District. She will be at the La Verkin City Office tomorrow, Thursday, August 8th at 10am to answer any questions the citizens may have.

Wilson- La Verkin Hot Springs Committee is working on a Request for Qualifications to put out for people interested in using the hot springs water. That could be a good thing for economic development for La Verkin.

He and Kyle attended the Water Task Force meeting and SB52 was not discussed. He did speak with Ed Bowler, who is a member of the Task Force, prior to the meeting and asked he bring the topic up during the meeting. Mr. Bowler spoke with the Chairmen and they stated they are going to put a committee together to investigate the situation, which is what they said last month. They still have not done anything.

Kyle sent an email to the Board and said he thought they were "slow balling" it and they needed to listen to us. He did get a response back from one of the Board members who agreed with him.

It is under the guise of conservation, but it would really affect smaller communities that have a secondary water system. It would make it too costly to use secondary water.

Wise- Nothing to report.

Justice-Nothing to report.

Gubler- He was contacted by a citizen who is involved in the election committee for Spencer Cox. Mr. Cox is trying to visit every city in Utah and organize a service project. He will be in La Verkin sometime in September so if anyone has a service project idea that would be beneficial to the City, let Councilman Gubler know. This is not a city endorsement.

G. Adjourn:

Motion was made by Councilman Ray Justice to adjourn, second by Councilwoman Patricia Wise. Motion carried unanimously at 7:00pm.

Minutes were done by Christy Ballard.

Date Approved

ATTEST:

Christy Ballard
City Recorder

Mayor Richard M. Hirschi

La Verkin City

Invoice Register - 8/2/2019 to 8/15/2019 - All Invoices

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
RFD 21879.0806	*Hail, Eric	45956	8/6/2019	8/6/2019	\$58.44 58.44	512330	Turn on Fee/Renter Deposit	Deposit Refund: 21879 - *Hail, Eric
080319	*Romero-Diaz, Carmen Cecilia	45957	8/6/2019	8/3/2019	\$350.00 350.00	102331	Building/Park Rental deposit	Refund building rental and deposit- Air not working
Refund: 1000402	*Tucker, Tallen		8/15/2019	8/15/2019	\$92.36 92.36	511311	Accounts Receivable	Refund: 100040225 - *Tucker, Tallen
310616	ACE HARDWARE		8/5/2019	9/10/2019	\$46.97 46.97	104160.270	Bldg B&G OPERATION AND M	Maintaince supplies
310624	ACE HARDWARE		8/8/2019	9/10/2019	\$12.45 12.45	104510.270	Parks B&G OPERATION AND	Park repairs
310625	ACE HARDWARE	45958	8/8/2019	8/1/2019	(\$9.96) -9.96	104510.270	Parks B&G OPERATION AND	Park repairs
310742	ACE HARDWARE		8/8/2019	9/10/2019	\$99.98 99.98	104510.250	Parks EQUIPMENT OPERATIN	Park repairs
	Vendor Total:				\$149.44			
PR080219-258	AFLAC	45959	8/7/2019	8/7/2019	\$106.50 106.50	102224	Health Savings Account	AFLAC EE
8090181644	AIRGAS INTERMOUNTAIN INC		8/13/2019	8/25/2019	\$98.74 1.97 9.87 15.83 1.97 39.50 1.97 9.87 1.97 13.82 1.97	104160.250 104240.250 104410.250 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	
063019	ASH CREEK SPECIAL SERVICE DIST		8/12/2019	8/15/2019	\$42,866.59 42,866.59	526260.520	Sewer PAYMENT TO ASH CRE	June 2019
073119	ASH CREEK SPECIAL SERVICE DIST		8/12/2019	9/15/2019	\$43,747.11 43,747.11 \$86,613.70	526260.520	Sewer PAYMENT TO ASH CRE	July 2019
	Vendor Total:							
080619	Ballard, Christy	45951	8/6/2019	8/6/2019	\$60.00 60.00	104140.230	Admin TRAVEL & TRAINING	Per diem- Business License training in Heber
2019-014	BEAVER CREEK RECREATION, LLC	45960	8/6/2019	8/5/2019	\$1,748.00 678.00	103801.3	Impact fees - Streets	Refund Impact fee- per agreement Sunset View #28
					1,070.00	555520	Drainage S/D IMPACT	Refund Impact fee- per agreement Sunset View #28
2019-015	BEAVER CREEK RECREATION, LLC	45960	8/6/2019	5/20/2019	\$1,748.00 678.00	103801.3	Impact fees - Streets	Refund Impact fee- per agreement Sunset View #30
					1,070.00	555520	Drainage S/D IMPACT	Refund Impact fee- per agreement Sunset View #30

La Verkin City Invoice Register - 8/2/2019 to 8/15/2019 - All Invoices

8/16/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
2019-016	BEAVER CREEK RECREATION, LLC	45960	8/6/2019	8/5/2019	\$1,748.00	103801.3	Impact fees - Streets	Refund Impact fee- per agreement Sunset View #29
					678.00		Drainage S/D IMPACT	Refund Impact fee- per agreement Sunset View #29
	Vendor Total:				\$5,244.00			
UT20191501	BLUE STAKES OF UTAH 811	45961	8/5/2019	7/30/2019	\$22.39	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
UT20191860	BLUE STAKES OF UTAH 811		8/8/2019	8/30/2019	\$30.83	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
	Vendor Total:				\$53.22			
14911	BUSINESS SOLUTIONS GROUP		8/5/2019	8/25/2019	\$478.88		Admin UTILITIES	
					268.17	104140.280	Admin UTILITIES	
					191.55	516660.280	Drainage EQUIPMENT OPERA	
					19.16	556350.250		
756-0819	CenturyLink		8/15/2019	8/25/2019	\$90.20		Police TELEPHONE	Phone
					59.53	104210.290	Victims TELEPHONE	Phone
979-0819	CenturyLink		8/15/2019	8/31/2019	\$73.05	536310.250	Irrigation EQUIPMENT OPERA	Filter station DSL
	Vendor Total:				\$163.25			
19G1514	CHEMTECH-FORD LABORATORIES		8/13/2019	9/3/2019	\$282.00	516340.420	O&M PURIFICATION AND TRE	Water sample testing
072219	Christensen, Travis	45965	8/8/2019	8/6/2019	\$65.00		Business License	No longer in business
072519	Citi Cards		8/5/2019	8/15/2019	\$189.69		Comm COMMUNITY DEVELOP	Room for Iron Mountain Visit
PO# 3314					106.00	104620.610	Comm COMMUNITY DEVELOP	Lunch for Iron Mountain Visit
					22.35	104620.610	Comm COMMUNITY DEVELOP	Dinner for Iron Mountain Visit
					38.49	104620.610	Comm COMMUNITY DEVELOP	(Moogli & Steve)
					22.85	104620.610	Comm COMMUNITY DEVELOP	Lunch for Iron Mountain Visit
072919	Citi Cards		8/8/2019	8/25/2019	\$244.12	104140.230	Admin TRAVEL & TRAINING	Hotel Room -Fairfield in Layton -
PO# 3318					206.37		Admin TRAVEL & TRAINING	Public Safety Conference
					7.54	104140.230	Admin TRAVEL & TRAINING	Lunch at Carls Jr. (Public Safety
					30.21	104140.230	Admin TRAVEL & TRAINING	Conference)
								Dinner at Cubby's (Public Safety
								Conference)
080119	Citi Cards		8/5/2019	8/15/2019	\$400.00	104140.230	Admin TRAVEL & TRAINING	Treasurer training T Benson-10-
					400.00			12-19 to 10-8-19 Layton
080619	Citi Cards		8/8/2019	8/25/2019	\$30.40	104540.610	Rec MISCELLANEOUS EXPEN	Pictures for Community Display
PO# 3324					30.40			
08062019	Citi Cards		8/8/2019	8/25/2019	\$11.12	104620.610	Comm COMMUNITY DEVELOP	Managers Lunch
PO# 3323					11.12			
22661	Citi Cards		8/15/2019	8/20/2019	\$49.00	104620.610	Comm COMMUNITY DEVELOP	Music for Welcome to La Vrekin
PO# 3329					49.00			Video

La Verkin City Invoice Register - 8/2/2019 to 8/15/2019 - All Invoices

8/16/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
2726656	Citi Cards		8/15/2019	8/25/2019	\$200.00 200.00	104620.610	Comm COMMUNITY DEVELOP	Ralph breaks the internet- movie rights
38794146	Citi Cards		8/5/2019	8/15/2019	\$668.96 668.96	104140.230	Admin TRAVEL & TRAINING	Treasurer training T Benson-10-12-19 to 10-8-19 Layton
9186190801	Citi Cards		8/6/2019	8/15/2019	\$334.63 167.31 53.54 40.16 73.62 \$2,127.92	104140.290 104253.280 536310.290 556350.290	Admin TELEPHONE/COMMUNI Animal UTILITIES Irrigation TELEPHONE & COM Drainage TELEPHONE & COM	DSL PHONE DSL DSL
072419	Davis Food & Drug #4/Farmers Market		8/12/2019	8/15/2019	\$95.97 95.97	104540.610	Rec MISCELLANEOUS EXPEN	Supplies for 24th of July
07272019	Davis Food & Drug #4/Farmers Market		8/15/2019	8/10/2019	\$3.59 3.59	104253.270	Animal B&G OPERATIONS AN	Hose repair at shelter
073119	Davis Food & Drug #4/Farmers Market		8/5/2019	8/20/2019	\$6.38 6.38	516340.450	O&M SYSTEMS MAINTENANC	adapters
07312019	Davis Food & Drug #4/Farmers Market		8/5/2019	8/20/2019	\$12.78 0.26 1.28 2.02 0.26 5.11 0.26 1.28 0.26 1.79 0.26	104160.250 104240.250 104410.250 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	Batteries
080119 PO# 3320	Davis Food & Drug #4/Farmers Market		8/8/2019	8/25/2019	\$90.20 90.20	104540.610	Rec MISCELLANEOUS EXPEN	Food for Water Day
080219	Davis Food & Drug #4/Farmers Market		8/5/2019	8/25/2019	\$4.49 4.49	104160.270	Bldg B&G OPERATION AND M	supplies
08022019	Davis Food & Drug #4/Farmers Market		8/5/2019	8/25/2019	\$59.99 59.99	104160.270	Bldg B&G OPERATION AND M	cooler supplies
080719	Davis Food & Drug #4/Farmers Market		8/8/2019	8/25/2019	\$19.94 19.94	104540.610	Rec MISCELLANEOUS EXPEN	Staff meeting
081019	Davis Food & Drug #4/Farmers Market		8/5/2019	8/25/2019	\$16.99 16.99 \$310.33	104160.270	Bldg B&G OPERATION AND M	Batteries
64547731	DeLage Landen Financial Services		8/15/2019	8/25/2019	\$310.96 59.88 111.14 87.07 15.55 37.32	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	
816 PO# 3322	DJ LEX	45967	8/8/2019	8/6/2019	\$600.00 600.00	104540.610	Rec MISCELLANEOUS EXPEN	Foam Machines and Bounce Houses for August Water Day

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134576	EXECUTECH	45971	8/5/2019	7/25/2019	\$330.90 164.83 92.06 7.58 66.43	104140.315 104210.315 104230.315 516660.315	Admin COMPUTER EQUIPME Police COMPUTER EQUIPME Victims COMPUTER EQUIPME Admin SOFTWARE OR INFOR	Office 365 Office 365 Office 365 Office 365
64292	EXECUTECH	45971	8/5/2019	7/25/2019	\$1,365.00 675.00 650.48 19.52 20.00 \$1,695.90	104140.315 516660.315 536310.315 556350.315	Admin COMPUTER EQUIPME Admin SOFTWARE OR INFOR IrrigationCOMPUTER EQUIPM Drainage SOFTWARE & COMP	
NP56670554	FUELMAN FLEET CARD		8/12/2019	8/2/2019	\$2,864.06 26.44 1,401.87 125.18 132.18 211.49 26.44 543.29 27.06 132.18 26.44 185.05 26.44 \$850.00	104160.250 104210.250 104230.300 104240.250 104410.250 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg EQUIPMENT OPERATING Police EQUIPMENT OPERATIN Victims FUEL Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	July 2019 July 2019
11096-3	GREEN TREE LAWN & LANDSCAPE		8/12/2019	8/13/2019	\$850.00	104510.250	Parks EQUIPMENT OPERATIN	mowing
072019	GUBLER, KYLE	45972	8/5/2019	7/31/2019	\$1,169.34 1,169.34	104140.250	Admin EQUIPMENT OPERATIN	Mileage reimbursement for July 2019
PR080219-6099	Health Equity		8/7/2019	8/7/2019	\$2,161.02 2,161.02	102224	Health Savings Account	PEHP Health Equity
1755413	HENDRY, MARK		8/15/2019	8/3/2019	\$41.15 41.15	104210.450	Police VEHICLE MAINTANCE	2016 chevy- check battery @ stephen wade
080819	Hurricane Car Wash LLC		8/12/2019	8/8/2019	\$122.95 2.46 12.30 19.66 2.46 49.18 2.46 12.30 2.46 17.21 2.46	104160.250 104240.250 104410.250 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	
082019	Hurricane Car Wash LLC		8/12/2019	8/8/2019	\$174.65 124.75 24.95 24.95 \$297.60	104210.110 104230.450 104253.450	Police SALARIES & WAGES Victims VEHICLE MAINTENAN Animal VEHICLE MAINTENAN	Monthly car washes Monthly car washes Monthly car washes
2019-1144	HURRICANE CITY JUSTICE COURT	45973	8/5/2019	8/12/2019	\$250.00 250.00	104121.240	Police JUSTICE COURT	August 2019 court billing

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072019	HURRICANE CITY POWER	45974	8/5/2019	8/15/2019	\$21.09	104140.280	Admin UTILITIES	La Verkin city sign
86614	HURST'S TOTAL PEST CONTROL	45976	8/5/2019	8/15/2019	\$170.00	104140.280	Admin UTILITIES	
					95.20	516660.280	Admin UTILITIES	
					68.00	516660.280	Drainage EQUIPMENT OPERA	
					6.80	556350.250		
082019	INFOWEST		8/5/2019	8/16/2019	\$47.00			
					26.32	104140.280	Admin UTILITIES	
					18.80	516660.280	Admin UTILITIES	
					1.88	556350.250	Drainage EQUIPMENT OPERA	
3066968	Intermountain WorkMed		8/12/2019	8/25/2019	\$122.00	104210.250	Police EQUIPMENT OPERATIN	Drug testing-accident
					122.00			
2530	Keep It Green		8/12/2019	8/25/2019	\$578.00	104510.250	Parks EQUIPMENT OPERATIN	Monthly weed and fertilizer for parks and cemetery
					418.00		Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
					160.00	104510.410		
07012019	LEGAL SHIELD		8/13/2019	7/1/2019	\$65.36		Misc Payable	
					65.36	102225		
PR080219-147	LEGAL SHIELD	45977	8/7/2019	8/7/2019	\$89.26		Misc Payable	LegalShield
					89.26	102225		
	Vendor Total:				\$154.62			
EA8669933	Les Olson		8/5/2019	8/25/2019	\$228.95		Admin UTILITIES	
					73.80	104140.280	Admin ATTORNEY/IN HOUSE	
					69.35	104140.310	Admin UTILITIES	
					80.64	516660.280	Drainage EQUIPMENT OPERA	
					5.16	556350.250		
19336	My Fleet Center,	45978	8/8/2019	8/15/2019	\$45.02	104230.450	Victims VEHICLE MAINTENAN	Oil change- 2018 Honda CRV
					45.02			
19732	My Fleet Center,		8/15/2019	9/1/2019	\$40.40	104140.250	Admin EQUIPMENT OPERATIN	Oil change on office car
					40.40			
	Vendor Total:				\$85.42			
558452	NAPA AUTO PARTS		8/15/2019	8/25/2019	\$188.76	104210.450	Police VEHICLE MAINTANCE	Brakes for Barker patrol truck
					188.76			
558556	NAPA AUTO PARTS		8/15/2019	8/25/2019	\$145.72	104210.450	Police VEHICLE MAINTANCE	Hose and belt- Police truck
					145.72			
559762	NAPA AUTO PARTS		8/12/2019	8/15/2019	\$121.22	104160.250	Bldg EQUIPMENT OPERATING	
					2.42	104240.250	Inspect EQUIPMENT OPERATI	
					12.12	104410.250	Parks EQUIPMENT OPERATIN	
					19.40	104510.250	O&M EQUIPMENT OPERATIN	
					2.44	516340.250	O&M SYSTEMS MAINTENANC	
					48.49	516340.450	Irrigation EQUIPMENT OPERA	
					2.42	536310.250	Irrigation WATER MAIN REPAIR	
					12.12	556350.250	Drainage EQUIPMENT OPERA	
					2.42	556350.250	Drainage NEW SERVICES	
					16.97			
					2.42			
559872	NAPA AUTO PARTS		8/12/2019	8/15/2019	\$27.09	104160.250	Bldg EQUIPMENT OPERATING	
					0.54			

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559926	NAPA AUTO PARTS		8/12/2019	8/15/2019	\$39.45	104160.250	Inspect EQUIPMENT OPERATI	
					0.79	104160.250	Streets EQUIPMENT OPERATI	
					3.95	104240.250	Parks EQUIPMENT OPERATI	
					6.30	104410.250	O&M EQUIPMENT OPERATI	
					0.79	104510.250	O&M SYSTEMS MAINTENANC	
					15.78	516340.250	Irrigation EQUIPMENT OPERA	
					0.79	516340.450	Irrigation WATER MAIN REPAIR	
					3.95	536310.250	Drainage EQUIPMENT OPERA	
					0.79	536310.450	Drainage NEW SERVICES	
					5.52	556350.250	Bldg EQUIPMENT OPERATING	
					0.79	556350.440	Inspect EQUIPMENT OPERATI	
							Streets EQUIPMENT OPERATI	
							Parks EQUIPMENT OPERATI	
							O&M EQUIPMENT OPERATI	
							O&M SYSTEMS MAINTENANC	
							Irrigation EQUIPMENT OPERA	
							Irrigation WATER MAIN REPAIR	
							Drainage EQUIPMENT OPERA	
							Drainage NEW SERVICES	
561136	NAPA AUTO PARTS		8/12/2019	8/15/2019	\$11.69	104160.270	Bldg B&G OPERATION AND M	Belt for shop
561710	NAPA AUTO PARTS		8/15/2019	8/1/2019	\$15.34	104210.450	Police VEHICLE MAINTANCE	2014 Air filter
563009	NAPA AUTO PARTS		8/12/2019	8/15/2019	\$8.88	104160.250	Bldg EQUIPMENT OPERATING	
					0.18	104240.250	Inspect EQUIPMENT OPERATI	
					0.89	104410.250	Streets EQUIPMENT OPERATI	
					1.42	104510.250	Parks EQUIPMENT OPERATI	
					0.17	104510.250	O&M EQUIPMENT OPERATI	
					3.55	516340.250	O&M SYSTEMS MAINTENANC	
					0.18	516340.450	Irrigation EQUIPMENT OPERA	
					0.89	536310.250	Irrigation WATER MAIN REPAIR	
					0.18	536310.450	Drainage EQUIPMENT OPERA	
					1.24	556350.250	Drainage NEW SERVICES	
					0.18	556350.440	Bldg EQUIPMENT OPERATING	
563299	NAPA AUTO PARTS		8/8/2019	8/25/2019	\$86.37	104160.250	Inspect EQUIPMENT OPERATI	
					1.73	104240.250	Streets EQUIPMENT OPERATI	
					8.64	104410.250	Parks EQUIPMENT OPERATI	
					13.80	104510.250	O&M EQUIPMENT OPERATI	
					1.73	516340.250	O&M SYSTEMS MAINTENANC	
					34.55	516340.450	Irrigation EQUIPMENT OPERA	
					1.73	536310.250	Irrigation WATER MAIN REPAIR	
					8.64	536310.450	Drainage EQUIPMENT OPERA	
					1.73	556350.250	Drainage NEW SERVICES	
					12.09	556350.440	Bldg EQUIPMENT OPERATING	
564460	NAPA AUTO PARTS		8/5/2019	8/25/2019	\$25.10	104160.250	Inspect EQUIPMENT OPERATI	
					0.50	104240.250	Streets EQUIPMENT OPERATI	
					2.51	104410.250	Parks EQUIPMENT OPERATI	
					4.03	104510.250	O&M EQUIPMENT OPERATI	
					0.50	516340.250	O&M SYSTEMS MAINTENANC	
					10.04	516340.450		
					0.50			

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564507	NAPA AUTO PARTS		8/15/2019	8/1/2019	(9.59)	104210.450	Police VEHICLE MAINTANCE	Air filter returned- Police
564818	NAPA AUTO PARTS		8/15/2019	8/25/2019	\$138.32	104210.450	Police VEHICLE MAINTANCE	Battery + core deposit
564828	NAPA AUTO PARTS		8/15/2019	8/25/2019	(\$20.00)	104210.450	Police VEHICLE MAINTANCE	Battery core deposit refund
565914	NAPA AUTO PARTS		8/13/2019	9/1/2019	\$150.58	104160.250	Bldg EQUIPMENT OPERATING	
					3.01	104240.250	Inspect EQUIPMENT OPERATI	
					15.06	104410.250	Streets EQUIPMENT OPERATI	
					24.10	104510.250	Parks EQUIPMENT OPERATI	
					3.01	516340.250	O&M EQUIPMENT OPERATI	
					60.23	516340.450	O&M SYSTEMS MAINTENANC	
					3.01	536310.250	Irrigation EQUIPMENT OPERA	
					15.06	536310.450	Irrigation WATER MAIN REPAIR	
					3.01	556350.250	Drainage EQUIPMENT OPERA	
					21.08	556350.440	Drainage NEW SERVICES	
					3.01			
566030	NAPA AUTO PARTS		8/13/2019	8/30/2019	\$96.84	104160.250	Bldg EQUIPMENT OPERATING	
					1.94	104240.250	Inspect EQUIPMENT OPERATI	
					9.68	104410.250	Streets EQUIPMENT OPERATI	
					15.48	104510.250	Parks EQUIPMENT OPERATI	
					1.94	516340.250	O&M EQUIPMENT OPERATI	
					38.74	516340.450	O&M SYSTEMS MAINTENANC	
					1.94	536310.250	Irrigation EQUIPMENT OPERA	
					9.68	536310.450	Irrigation WATER MAIN REPAIR	
					1.94	556350.250	Drainage EQUIPMENT OPERA	
					13.56	556350.440	Drainage NEW SERVICES	
					1.94			
					\$1,025.77			
131829	Opticare of Utah		8/5/2019	8/20/2019	\$278.74	101562	PEHP/AFLAC Insurance Clearin	Aug. 2019
569694	Preston's Mobile Shredding		8/5/2019	8/25/2019	\$25.00	104140.280	Admin UTILITIES	
					14.00	516660.280	Admin UTILITIES	
					10.00	556350.250	Drainage EQUIPMENT OPERA	
80	RED ROCK CENTER FOR INDEPEND	45981	8/5/2019	8/10/2019	\$1,000.00	104510.480	Parks RAP Tax	Accessible van fund
0233-000640131	Republic Services		8/13/2019	8/20/2019	\$270.95	104160.270	Bldg B&G OPERATION AND M	waste container for Dumpster days
					270.95			
7C	RUIZ CLEANING SERVICES	45982	8/6/2019	8/10/2019	\$300.00	104160.270	Bldg B&G OPERATION AND M	July cleaning
6397183-01	SCHOLZEN PRODUCTS CO INC		8/15/2019	9/10/2019	\$132.00	516340.440	O&M NEW SERVICES	4G Water meters- 435 meters
					132.00			
6401200	SCHOLZEN PRODUCTS CO INC		8/12/2019	8/15/2019	\$15.60	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
					15.60			

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6402298 PO# 3325	SCHOLZEN PRODUCTS CO INC		8/8/2019	8/15/2019	\$495.39	516340.450	O&M SYSTEMS MAINTENANC	2 Service line breaks
6402367	SCHOLZEN PRODUCTS CO INC		8/5/2019	8/15/2019	\$137.91	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6402465 PO# 3326	SCHOLZEN PRODUCTS CO INC		8/8/2019	8/15/2019	\$1,105.49	536310.450	Irrigation WATER MAIN REPAIR	Irrigation main line repair on 130 N
6402551	SCHOLZEN PRODUCTS CO INC		8/12/2019	8/15/2019	\$22.28	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6402830	SCHOLZEN PRODUCTS CO INC		8/5/2019	8/15/2019	\$28.44	536310.450	Irrigation WATER MAIN REPAIR	Irrigation repair supplies
6403176	SCHOLZEN PRODUCTS CO INC		8/5/2019	8/15/2019	\$124.56	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6403492	SCHOLZEN PRODUCTS CO INC		8/5/2019	8/15/2019	\$219.47	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6405105	SCHOLZEN PRODUCTS CO INC		8/12/2019	8/28/2019	\$147.74	516340.450	O&M SYSTEMS MAINTENANC	Blue stakes marking paint
6405793	SCHOLZEN PRODUCTS CO INC		8/13/2019	9/5/2019	\$60.71	104160.250	Bldg EQUIPMENT OPERATING	
					1.21	104240.250	Inspect EQUIPMENT OPERATI	
					6.07	104410.250	Streets EQUIPMENT OPERATI	
					9.71	104510.250	Parks EQUIPMENT OPERATI	
					1.24	516340.250	O&M EQUIPMENT OPERATI	
					24.28	516340.450	O&M SYSTEMS MAINTENANC	
					1.21	536310.250	Irrigation EQUIPMENT OPERA	
					6.07	536310.450	Irrigation WATER MAIN REPAIR	
					1.21	556350.250	Drainage EQUIPMENT OPERA	
					8.50	556350.440	Drainage NEW SERVICES	
					1.21			
	Vendor Total:				\$2,489.59			
073119 PO# 3309	SHIRLEY, MYKAL	45983	8/8/2019	8/2/2019	\$10.04	104540.610	Rec MISCELLANEOUS EXPEN	Royalty Float supplies
080219 PO# 3309	SHIRLEY, MYKAL	45983	8/8/2019	8/2/2019	\$2.50	104540.610	Rec MISCELLANEOUS EXPEN	Royalty Float supplies
	Vendor Total:				\$12.54			
130187	SOUTHERN UTAH DISTRIBUTING INC		8/15/2019	9/10/2019	\$466.09	104160.250	Bldg EQUIPMENT OPERATING	Paper towels, TP, biode, trash liners
300456	Southwest Utah Public Health Departme		8/8/2019	8/31/2019	\$120.00	516340.420	O&M PURIFICATION AND TRE	Bacterial testing
2668345	SPECTRUM		8/15/2019	8/20/2019	\$20.86	104140.220	Admin PUBLIC NOTICES	Public notice- testing voting equipment
7221855398	STAPLES		8/12/2019	8/15/2019	\$13.64	104140.240	Admin OFFICE EXPENSE, SUP	Storage boxes
7221857500	STAPLES		8/12/2019	8/30/2019	\$24.46	104160.250	Bldg EQUIPMENT OPERATING	
					0.49	104240.250	Inspect EQUIPMENT OPERATI	
					2.45	104410.250	Streets EQUIPMENT OPERATI	
					3.91			

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7222879896	STAPLES		8/6/2019	8/25/2019	\$52.46	104510.250	Parks EQUIPMENT OPERATIN	
					29.38	516340.250	O&M EQUIPMENT OPERATIN	
					20.98	516340.450	O&M SYSTEMS MAINTENANC	
					2.45	536310.250	Irrigation EQUIPMENT OPERA	
					3.42	536310.450	Irrigation WATER MAIN REPAIR	
					0.49	556350.250	Drainage EQUIPMENT OPERA	
						556350.440	Drainage NEW SERVICES	
72232463611	STAPLES		8/12/2019	8/25/2019	\$44.46	104140.280	Admin UTILITIES	
					2.10	516660.280	Admin UTILITIES	
						556350.250	Drainage EQUIPMENT OPERA	
7223416072	STAPLES		8/15/2019	9/1/2019	\$44.46	104210.240	Police OFFICE EXPENSE, SUP	Gloves
					\$13.46	104140.280	Admin UTILITIES	
					7.54	516660.280	Admin UTILITIES	
					0.54	556350.250	Drainage EQUIPMENT OPERA	
					\$148.48			
320329 PO# 3330	STEAMROLLER COPIES		8/15/2019	8/25/2019	\$41.14	104620.610	Comm COMMUNITY DEVELOP	History Books of the La Verkin Canal & Hot Springs
103704-1	SUNRISE ENGINEERING INC		8/15/2019	7/15/2019	\$5,116.50	104240.460	Inspect ENGINEER	2019 Water project preliminary scoping
					2,758.25	516340.450	O&M SYSTEMS MAINTENANC	2019 Water project preliminary scoping
080119	TDS BAJA Broadband		8/8/2019	8/20/2019	\$136.14	104140.290	Admin TELEPHONE/COMMUNI	DSL
					68.07	104253.280	Animal UTILITIES	PHONE
					21.78	536310.290	Irrigation TELEPHONE & COM	DSL
					16.34	556350.290	Drainage TELEPHONE & COM	DSL
					29.95			
449886	The Bancorp Bank	45985	8/8/2019	8/10/2019	\$4,350.01	104253.810	Animal TRUCK PAYMENT	Lease rental on 2018 RAM Promaster
					4,350.01			
080119	TURNER, MICHELLE	45986	8/5/2019	8/15/2019	\$10.64	104540.610	Rec MISCELLANEOUS EXPEN	Float supplies
					10.64			
080519 PO# 3309	TURNER, MICHELLE	45986	8/8/2019	8/5/2019	\$3.55	104540.610	Rec MISCELLANEOUS EXPEN	Float supplies
					3.55			
					\$14.19			
3520469255	UniFirst Corporation		8/5/2019	8/25/2019	\$56.98	104160.250	Bldg EQUIPMENT OPERATING	
					1.14	104240.250	Inspect EQUIPMENT OPERATI	
					5.70	104410.250	Streets EQUIPMENT OPERATI	
					9.11	104510.250	Parks EQUIPMENT OPERATIN	
					1.14	516340.250	O&M EQUIPMENT OPERATIN	
					22.79	516340.450	O&M SYSTEMS MAINTENANC	
					1.14	536310.250	Irrigation EQUIPMENT OPERA	
					5.70	536310.450	Irrigation WATER MAIN REPAIR	
					1.14	556350.250	Drainage EQUIPMENT OPERA	
					7.98	556350.440	Drainage NEW SERVICES	
					1.14			

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3520469742	UniFirst Corporation		8/8/2019	8/25/2019	\$62.84	104160.250	Bldg EQUIPMENT OPERATING	
					1.26	104240.250	Inspect EQUIPMENT OPERATI	
					6.28	104410.250	Streets EQUIPMENT OPERATI	
					10.05	104510.250	Parks EQUIPMENT OPERATI	
					1.25	516340.250	O&M EQUIPMENT OPERATI	
					25.14	516340.450	O&M SYSTEMS MAINTENANC	
					1.26	536310.250	Irrigation EQUIPMENT OPERA	
					6.28	536310.450	Irrigation WATER MAIN REPAIR	
					1.26	556350.250	Drainage EQUIPMENT OPERA	
					8.80	556350.440	Drainage NEW SERVICES	
					1.26			
3520470238	UniFirst Corporation		8/15/2019	9/5/2019	\$63.16	104160.250	Bldg EQUIPMENT OPERATING	
					1.26	104240.250	Inspect EQUIPMENT OPERATI	
					5.05	104410.250	Streets EQUIPMENT OPERATI	
					8.85	104510.250	Parks EQUIPMENT OPERATI	
					2.53	516340.250	O&M EQUIPMENT OPERATI	
					26.53	516340.450	O&M SYSTEMS MAINTENANC	
					1.26	536310.250	Irrigation EQUIPMENT OPERA	
					6.32	536310.450	Irrigation WATER MAIN REPAIR	
					1.26	556350.250	Drainage EQUIPMENT OPERA	
					8.84	556350.440	Drainage NEW SERVICES	
					1.26			
					\$182.98			
106886-1	Uniform Center		8/15/2019	8/15/2019	\$44.99	104210.250	Police EQUIPMENT OPERATI	Shorts- N Nuccitelli
106991-1	Uniform Center		8/15/2019	8/15/2019	\$187.16	104210.250	Police EQUIPMENT OPERATI	Pants, shorts A Crouse
106997-1	Uniform Center		8/15/2019	8/15/2019	(\$89.98)	104210.250	Police EQUIPMENT OPERATI	Return shorts- A Crouse
					-\$9.98			
					\$142.17			
092519	UTAH MUNICIPAL CLERKS ASSOC		8/13/2019	8/13/2019	\$210.00	104140.230	Admin TRAVEL & TRAINING	Recorder training 9-25 to 9-27 C Ballard
					210.00			
PR080219-501	UTAH RETIREMENT SYSTEMS		8/7/2019	8/7/2019	\$9,327.68	102223	Retirement Payable	401k
					866.66	102223	Retirement Payable	Retirement
					8,343.02	102223	Retirement Payable	401K Loan
					118.00			
					\$50.00	102222	State Withholding	State Income Tax
					50.00			
PR073119-449	Utah State Tax Commission		8/7/2019	8/7/2019	\$1,931.11	102222	State Withholding	State Income Tax
PR080219-449	Utah State Tax Commission		8/7/2019	8/7/2019	1,931.11			
					\$1,981.11			
79890	WASHINGTON CO SOLID WASTE		8/5/2019	8/25/2019	\$19,443.52	546260.410	Garbage PAYMENT TO WASH	July 2019
					19,443.52			
12757	WCWCD		8/12/2019	8/25/2019	\$2,867.82	516340.410	O&M PRODUCT OR SERVICE	July 2019 Water development surcharge fees
					2,867.82			
12773	WCWCD		8/12/2019	8/30/2019	\$6,743.70	516660.440	Admin CONNECTION COSTS	July 2019 Residential connections
					6,743.70			

<u>Invoice No.</u>	<u>Vendor</u> <u>Vendor Total:</u>	<u>Check No.</u>	<u>Input Date</u>	<u>Due Date</u>	<u>Amount</u> \$9,611.52	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
PS000847263	WHEELER CAT		8/12/2019	8/20/2019	\$105.00 105.00	104410.745	Streets STREET IMPROVEME	Park repair parts
RFD 100040028.	Wigington, Steven	45992	8/6/2019	8/6/2019	\$80.06 80.06	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040028 - Wigington, Steven
080519	ZIONS FIRST NATIONAL BANK CC		8/12/2019	8/10/2019	\$47.31 47.31	516340.450	O&M SYSTEMS MAINTENANC	Task force meeting
08052019	ZIONS FIRST NATIONAL BANK CC		8/15/2019	8/25/2019	\$350.00 350.00	104210.230	Police TRAVEL & TRAINING	FIDO certification for N Nucitelli
080619	ZIONS FIRST NATIONAL BANK CC		8/15/2019	8/25/2019	\$327.18 327.18	104210.240	Police OFFICE EXPENSE, SUP	supplies for Police dept
080719	ZIONS FIRST NATIONAL BANK CC		8/8/2019	8/15/2019	\$210.25 4.21 21.03 33.60 4.21 84.10 4.21 21.03 4.21 29.44 4.21	104160.250 104240.250 104410.250 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	Register 2017 Chevy
081219	ZIONS FIRST NATIONAL BANK CC		8/13/2019	9/10/2019	\$135.00 135.00 \$1,069.74	104240.220	Inspect BOOKS & MEMBERSHI	ICC membership
PR073119-234	ZIONS FIRST NATIONAL BANK.	08072019	8/7/2019	8/7/2019	\$335.60 231.44 54.16 50.00	102221 102221 102221 102221	FICA & FWT Witholding FICA & FWT Witholding FICA & FWT Witholding	Social Security Tax Medicare Tax Federal Income Tax
PR080219-234	ZIONS FIRST NATIONAL BANK.	08072019	8/7/2019	8/7/2019	\$9,290.74 5,326.68 1,245.72 2,718.34 \$9,626.34	102221 102221 102221 102221	FICA & FWT Witholding FICA & FWT Witholding FICA & FWT Witholding	Social Security Tax Medicare Tax Federal Income Tax
	Vendor Total:			Total:	\$175,497.01			
					GL Account Summary			
					278.74	101562	PEHP/AFLAC Insurance Clearin	
					9,626.34	102221	FICA & FWT Witholding	
					1,981.11	102222	State Witholding	
					9,327.68	102223	Retirement Payable	
					2,267.52	102224	Health Savings Account	
					154.62	102225	Misc Payable	
					350.00	102331	Building/Park Rental deposit	
					65.00	103210	Business License	
					2,034.00	103801.3	Impact fees - Streets	
					250.00	104121.240	Police JUSTICE COURT	
					20.86	104140.220	Admin PUBLIC NOTICES	
					1,583.08	104140.230	Admin TRAVEL & TRAINING	
					73.52	104140.240	Admin OFFICE EXPENSE, SUP	
					1,209.74	104140.250	Admin EQUIPMENT OPERATIN	

La Verkin City
Invoice Register - 8/2/2019 to 8/15/2019 - All Invoices

8/16/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
					535.50	104140.280	Admin UTILITIES	
					235.38	104140.290	Admin TELEPHONE/COMMUNI	
					180.49	104140.310	Admin ATTORNEY/IN HOUSE	
					839.83	104140.315	Admin COMPUTER EQUIPME	
					517.90	104160.250	Bldg EQUIPMENT OPERATING	
					711.08	104160.270	Bldg B&G OPERATION AND M	
					124.75	104210.110	Police SALARIES & WAGES	
					350.00	104210.230	Police TRAVEL & TRAINING	
					371.64	104210.240	Police OFFICE EXPENSE, SUP	
					1,666.04	104210.250	Police EQUIPMENT OPERATIN	
					59.53	104210.290	Police TELEPHONE	
					92.06	104210.315	Police COMPUTER EQUIPMEN	
					499.70	104210.450	Police VEHICLE MAINTANCE	
					30.67	104230.290	Victims TELEPHONE	
					125.18	104230.300	Victims FUEL	
					7.58	104230.315	Victims COMPUTER EQUIPME	
					69.97	104230.450	Victims VEHICLE MAINTENAN	
					135.00	104240.220	Inspect BOOKS & MEMBERSHI	
					257.77	104240.250	Inspect EQUIPMENT OPERATI	
					2,758.25	104240.460	Inspect ENGINEER	
					3.59	104253.270	Animal B&G OPERATIONS AN	
					75.32	104253.280	Animal UTILITIES	
					24.95	104253.450	Animal VEHICLE MAINTENAN	
					4,350.01	104253.810	Animal TRUCK PAYMENT	
					413.09	104410.250	Streets EQUIPMENT OPERATI	
					105.00	104410.745	Streets STREET IMPROVEME	
					1,421.10	104510.250	Parks EQUIPMENT OPERATIN	
					2.49	104510.270	Parks B&G OPERATION AND	
					160.00	104510.410	Parks CEMETARY IMPROVEM	
					1,000.00	104510.480	Parks RAP Tax	
					863.24	104540.610	Rec MISCELLANEOUS EXPEN	
					490.95	104620.610	Comm COMMUNITY DEVELOP	
					47,700.27		Total	
					92.36	511311	Accounts Receivable	
					138.50	512330	Turn on Fee/Renter Deposit	
					1,051.92	516340.250	O&M EQUIPMENT OPERATIN	
					2,867.82	516340.410	O&M PRODUCT OR SERVICE	
					402.00	516340.420	O&M PURIFICATION AND TRE	
					132.00	516340.440	O&M NEW SERVICES	
					3,680.54	516340.450	O&M SYSTEMS MAINTENANC	
					87.07	516660.240	Admin OFFICE EXPENSE, SUP	
					395.35	516660.280	Admin UTILITIES	
					716.91	516660.315	Admin SOFTWARE OR INFOR	
					6,743.70	516660.440	Admin CONNECTION COSTS	
					16,308.17		Total	
					86,613.70	526260.520	Sewer PAYMENT TO ASH CRE	
					15.55	536310.240	Irrigation OFFICE EXPENSE, S	
					332.09	536310.250	Irrigation EQUIPMENT OPERA	
					56.50	536310.290	Irrigation TELEPHONE & COM	
					19.52	536310.315	Irrigation COMPUTER EQUIPM	
					1,185.74	536310.450	Irrigation WATER MAIN REPAIR	
					1,609.40		Total	
					19,443.52	546260.410	Garbage PAYMENT TO WASH	

La Verkin City
Invoice Register - 8/2/2019 to 8/15/2019 - All Invoices

8/16/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					3,210.00	555520	Drainage S/D IMPACT	
					37.32	556350.240	Drainage OFFICE EXPENSE, S	
					399.25	556350.250	Drainage EQUIPMENT OPERA	
					103.57	556350.290	Drainage TELEPHONE & COM	
					20.00	556350.315	Drainage SOFTWARE & COMP	
					51.81	556350.440	Drainage NEW SERVICES	
					3,821.95		Total	
					\$175,497.01		GL Account Summary Total	

OPMA

"Open and Public Meetings Act"



Training – August 21, 2019

1

Two Overriding Concepts

Openness





Due Process

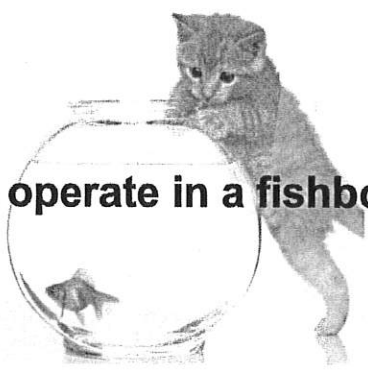
2

Openness

1. Deliberations
2. Actions



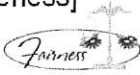

3



You operate in a fishbowl!

4

Due Process

1. Procedural DP (PDP)
[Reasonable Notice  and Adequate Opportunity to be Heard] 
2. Substantive DP (SDP)
[Fairness – Reasonableness] 

5

PDP

1. Reasonable Notice 
2. Adequate Opportunity to be Heard 

6

SDP

Reasonableness



Fairness

7

Constitutional Basis

- Reasonable notice
- Adequate opportunity to be heard
- Fairness
- Reasonableness



8

Legislative Policies - OPMA

- Conduct deliberations openly
- Take actions openly



OPENNESS

9

Two Types of People

- **LETTER** of the Law People



- **SPIRIT** of the Law People

10

1 – “Letter of the Law”

- Prepare to be “schooled” in the details!
- Law is not that onerous; but it needs to be followed.



- See **Chap. 4, Title 52, Utah Code Annotated (UCA)**

11

2 – “Spirit of the Law”

- Teach them **correct principles**; let them **govern themselves**.
- Understand:
 1. Constitutional basis
 2. Legislative policies behind the law



12

OPMA – Applies to Whom?




- City Council
- Planning Commission
- Land Use Authority (Board of Adjustment)
- Commissions
- Committees
- Particularly if:
 - Officially set up by ordinance or resolution



13

“Public Body”

Any administrative, advisory, executive, or legislative body of the state or its political subdivisions that:

- Is **created** by the Utah Constitution, statute, rule, ordinance, or resolution;
- Consists of **two or more persons**;
- **Expends, disburses, or is supported** in whole or in part by **tax revenue**; and
- Is **vested with the authority to make decisions** regarding the **public's business**.



But not a: (i) political party, political group, or political caucus; or (ii) conference committee, rules committee, or sitting committee of the Legislature.

14

Convened Meetings

- Applies to:
 - Meetings
 - Convened
 - By a public body
 - With a quorum present



15

What is a Quorum?

- A **simple majority** of the membership of a public body, unless otherwise defined by law (3 Council members, *not* including the Mayor; see Sec. 10-3-504, UCA)
- But not a meeting of two elected officials by themselves when no action (formal or informal) is taken on a subject over which these elected officials have advisory power

16

What is **REQUIRED**?

- Certain minimal notices
- Tape recording
- Minutes
- Special rules for electronic meetings



17

CLOSED MEETINGS

- Meetings are generally **PUBLIC!**
- **Very limited circumstances** where they may be closed to the public (*only those reasons set forth in the statute*).



18

Exceptions that *may* apply:

- **discussion:**
 - of the character, professional competence, or physical or mental health of an individual [NOT “personnel” matters]
 - regarding deployment of security personnel, devices, or systems
- **strategy sessions** to discuss:
 - pending or reasonably imminent litigation
 - the purchase, exchange, or lease of real property (including water rights/shares) if . . .
 - the sale of real property if . . .
- **investigative proceedings** regarding allegations of criminal misconduct

19

When **MUST** a meeting be closed to the public?

NEVER!



But . . . there certainly are cases where wisdom may dictate that you do.

20

But if you do close it, you must . . .

- Have a **legally supportable** reason/purpose (Sec. 52-4-205, UCA)
- Stay within that reason/purpose
- Follow requirements of Sec. 52-4-206, UCA, re –
 - Recordings
 - Minutes
 - Any required sworn statements



21

Civil and Criminal Sanctions

Civil Sanctions

- **Suit to Void Final Action Taken**
- **Suit to Compel Compliance with OPMA**

Leading to possible:

- + Voiding of action
- + Court orders
- + Awards for attorney's fees and court costs



22

Civil and Criminal Sanctions

Criminal Sanctions

Class B Misdemeanor, if –

A public body **knowingly or intentionally:**

- **Violates**, or
- **Abets or advises a violation of any of the CLOSED MEETING provisions of OPMA**



23

Best: **AVOID PROBLEMS!**

- Err on the side of **public openness** (“transparency”).
- When in doubt, the meeting should be **open**.
- Don't attempt to violate even the **spirit** of the Act.
- Act so as to **protect and facilitate the due process rights** (notice and opportunity to be heard) and the **OPMA public policies**
 - Take actions **openly**
 - Conduct deliberations **openly**



24

"Government Records Access and Management Act"

GRAMA

Utah's FOIA and Privacy Act – Utah's "Sunshine Laws"

Training – August 21, 2019

1

Recognition of:

- **2 Constitutional Rights** – relating to the public



- **Public Policy Interest** in allowing a government to restrict access to certain records "for the public good"

2

Two Constitutional Rights

1. Right of access

2. Right of privacy

3

Legislative Intent



- promote **easy and reasonable access**
- specifying when **restrictions on access may outweigh** the public's interest in access
- **prevent abuse of confidentiality** by governmental entities
- provide for **equitable weighing**
- **favor public access**
- establish **fair and reasonable** management practices

4

What is a "Record"?

It is:

- a book, letter, document, paper, map, plan, photograph, film, card, tape, recording, electronic data, or other documentary material regardless of physical form or characteristics:
 - that is prepared, owned, received, or retained by a governmental entity or political subdivision; and
 - where all of the information in the original is reproducible by photocopy or other mechanical or electronic means

It does not include:

- a **personal note or personal communication** prepared or received by an employee or officer of a governmental entity:
 - in a capacity other than the employee's or officer's governmental capacity; or
 - that is unrelated to the conduct of the public's business;
- a **temporary draft** or similar material prepared for the originator's personal use or prepared by the originator for the personal use of an individual for whom the originator is working;

5

What is a "Record"?



- material that is legally owned by an individual in the individual's private capacity;
- material to which access is limited by the laws of copyright or patent unless the copyright or patent is owned by a governmental entity or political subdivision;
- proprietary software;
- junk mail or a commercial publication received by a governmental entity or an official or employee of a governmental entity;

6

What is a "Record"?



- a book that is cataloged, indexed, or inventoried and contained in the collections of a library open to the public;
- material that is cataloged, indexed, or inventoried and contained in the collections of a library open to the public, regardless of physical form or characteristics of the material;
- a daily calendar or other personal note prepared by the originator for the originator's personal use or for the personal use of an individual for whom the originator is working;

7

What is a "Record"?



- a computer program that is developed or purchased by or for any governmental entity for its own use;
- a note or internal memorandum prepared as part of the deliberative process by:
 - a member of the judiciary;
 - an administrative law judge;
 - a member of the Board of Pardons and Parole; or
 - a member of any other body charged by law with performing a quasi-judicial function;

8

What is a "Record"?



- a telephone number or similar code used to access a mobile communication device that is used by an employee or officer of a governmental entity, *provided* that the employee or officer of the governmental entity has designated at least one business telephone number that is a public record as provided in Section 63G-2-301;

9

What is a "Record"?



- information provided by the Public Employees' Benefit and Insurance Program, created in Section 49-20-103, to a county to enable the county to calculate the amount to be paid to a health care provider under Subsection 17-50-319(2)(e)(ii); or
- information that an owner of unimproved property provides to a local entity as provided in Section 11-42-205.

10

Access to Records

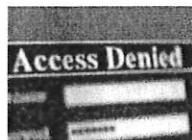
- With certain limitations provided by law, every person has the right:
 - To inspect a **public** record free of charge
 - To take a copy of a **public** record during normal working hours

11

But what records are **NOT PUBLIC**?

Designated in GRAMA as:

- Private
- Controlled
- Protected



Access is restricted by:

- Court rule
- Another state statute
- Federal statute
- Federal regulation
- Records for which access is governed/restricted as a condition of participation in a state/fed. program or for receiving state/fed. \$\$

12

Disclosure of record proper when:

- Record is public; or
- Non-public, if:
 - Consensual and no one harmed thereby
 - Supported by balancing of public vs. private interests

13

Record is provided if:

The person requesting the record:

- has a **right** to inspect it;
- identifies the record with **reasonable specificity**; and
- pays the lawful **fees**

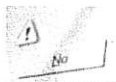
(if any)



14

Not required to:

- create a record;
- compile, format, manipulate, package, summarize, or tailor information;
- provide a record in a particular format, medium, or program not currently maintained by the governmental entity;
- fulfill a person's records request if the request unreasonably duplicates prior records requests from that person; or
- fill a person's records request if:
 - the record requested is accessible in the identical physical form and content in a public publication or product produced by the governmental entity receiving the request;
 - the governmental entity provides the person requesting the record with the public publication or product; and
 - the governmental entity specifies where the record can be found in the public publication or product.



15

Classifications of Records

- Those which **MUST** be disclosed (§ 63G-2-301)
- **Private** records
(§§ 63G-2-302 and 63G-2-303)
- **Controlled** records (§ 63G-2-304)
- **Protected** records (§ 63G-2-305)



16

New Issue: BODY-CAMS

- H.B. 300 – Body-worn Cameras for Law Enforcement Officers
- Amends 2 sections of GRAMA
 - Sec. 63G-2-201
 - Sec. 63G-2-302
- Recordings: **PRIVATE**, if properly classified
- Subject to certain exceptions:
 - See amendment to Sec. 63G-2-302, UCA (1953)



17

Avenues of Relief:

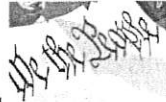
- Appeals available
 - “in-house”
 - State Records Committee
 - district court)
- Possible **Criminal, Civil, and Disciplinary Sanctions**, when law not properly followed
 - Class B misdemeanor
 - Injunction
 - Attorney's fees



18

In summary:

- **Keep in mind:**
 - Public policy behind the Act
 - Intent of the Legislature
 - **Who we work for:** the public!
 - Very similar considerations as those regarding OPMA
- We'll be okay, and the public and relevant private interests will be properly served!



19

"Let the Sunshine In!"



20

PROCLAMATION NO. 2019-__

PROCLAMATION OF THE MAYOR OF THE CITY OF LaVERKIN

WHEREAS, on September 17, 1787, the delegates to the Constitutional Convention met for the last time to sign the document they had created, *i.e.*, the *Constitution of the United States of America* (“the Constitution”); and

WHEREAS, September 17, 2019, marks the two hundred and thirty-second anniversary of the framing of the Constitution by the Constitutional Convention; and

WHEREAS, the Constitution—the guardian of our liberties—embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, it is fitting and proper, and a privilege, to accord official recognition (a) to this magnificent historic yet living document and its memorable anniversary, and (b) to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 105-225 (105th Congress) guarantees the issuance of a proclamation each year by the President of the United States of America, designating September 17 through 23 as Constitution Week; and

WHEREAS, the Mayor and City Council of LaVerkin City deem it to be a laudable and important public interest, and in the best interest of, the City and its residents and businesses, for the City to encourage and promote increased understanding, honor, and respect of and for the Constitution and the principles and values that it embodies.

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

- **SET ASIDE, DESIGNATE AND PROCLAIM the week of 17-23 September 2019 as “CONSTITUTION WEEK”** in the City of LaVerkin, Utah, and
- Encourage the observance thereof by the City and its residents and businesses; and
- Urge all citizens:
 - to take the opportunity to review, (re)acquaint themselves with, and study the Constitution; and
 - to reflect upon the privilege of being Americans, with the all the rights and responsibilities pertaining to citizenship or residence in this fine nation; and
 - to reaffirm the ideals of the Framers embodied in the Constitution; and
 - to vigilantly act to promote and protect the freedoms guaranteed by the Constitution; and
 - to support and attend any events, activities, parades, or observances that may be held in this area in commemoration of the Constitution and its adoption.

DATED this ____ day of August, 2019.

RICHARD M. HIRSCHI, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder

ORDINANCE NO. 2019-_____

AN ORDINANCE AMENDING SECTION 8-2-8 OF THE LaVERKIN CITY CODE, DEALING WITH CONNECTION STANDARDS FOR SECONDARY WATER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has adopted connection standards that apply to connections to the City's secondary water system; and

WHEREAS, the State of Utah has recently adopted legislation (*to wit*, House Bill 52, or "H.B. 52"), which imposes various requirements on municipalities and their secondary water systems with regards to connections and required metering of water use; and

WHEREAS, it is the desire of the City to comply with applicable State law, to the extent practicable; and

WHEREAS, compliance requires a change in some of the connection requirements of the City from a curb stop to a yoke or setter; and

WHEREAS, the building officials of the City have recommended certain change in the requirements of subsection D of Section 8-2-8, of *The LaVerkin City Code* ("LVCC") to facilitate compliance with the new requirements of the aforementioned H.B. 52, set forth herein; and

WHEREAS, the City Council deems it to be in the best interests of the City and its residents and businesses to amend the LVCC to adopt such changes in the secondary water connection standards, as set forth in subsection D of Section 8-2-8, LVCC, to change from the installation and use of a curb stop to that of a yoke or setter.

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

SECTION I: AMENDMENT OF THE CODE OF THE LaVERKIN CITY CODE, BY AMENDING THE PROVISIONS OF SUBSECTIONS D.2 AND D.5 OF SECTION 8-2-8 THEREOF:

Subsections D.2 and D.5 of *The LaVerkin City Code* are hereby amended to read as follows:

2. A one-inch (1") setter (70 series copper setter, VB74-10W-44-NL style) and a one-inch (1") meter idler (IDLER-10/34-NL), or equivalent thereof acceptable to the city, shall be installed to each lot.

ORDINANCE NO. 2019-_____

5. Each irrigation tap will terminate in a clearly marked irrigation connection box at the property line. A one-inch (1") setter (70 series copper setter, VB74-10W-44-NL style) and a one-inch (1") meter idler (IDLER-10/34-NL), or equivalent thereof acceptable to the city, shall be installed within this connection box, between the city irrigation system and the private property owner's system.

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

SECTION IV: EFFECTIVE DATE.

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

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

RICHARD M. HIRSCHI, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder

8-2-8: CONNECTION STANDARDS:

- A. Single Lot Service: No more than one lot shall be served by a single water connection to the irrigation system. It shall be unlawful for two (2) or more individual lots to be supplied from the same irrigation system connection. In the event of a violation of this subsection, the supply of water through the irrigation system connection may be withheld until compliance has been made, unless otherwise outlined by contract.
- B. Single Lots With Multiple Uses: No more than one water connection shall be allowed on a single lot; provided, however, multiple connections may be allowed where a single lot contains more than one 1-family residence, such as where two (2) separate houses are placed on a single lot. In such case, upon application, a separate connection shall be allowed for each of the two (2) residences and their appurtenant yards and each shall be treated thereafter as a separate lot for purposes of this agreement.
- C. Location Of Connection: Each connection to the irrigation system shall be made at such location on the property line of each lot as the city shall determine. As a general rule, the location of connection shall be at a point closest to the nearest irrigation water main. It is the city's desire to run irrigation in streets with front connections.
- D. Subdivisions And Planned Community Developments: All developers of subdivisions or planned community developments will be required to install an independent irrigation water system within the boundaries of said subdivision or planned community development. Unless otherwise excepted or additionally required by the city for good cause shown after submission of engineering and/or other data demonstrating the benefits for such exception(s), the irrigation system will include:
 - 1. A valve at the end of the main line for flushing the line, or two (2) separate connecting points to the irrigation main line to circulate the irrigation system.
 - 2. A one-inch (1") setter (70 series copper setter, VB74-10W-44-NL style) and a one-inch (1") meter idler (IDLER-10/34-NL), or equivalent thereof acceptable to the city, shall ~~lockable three-fourths inch (3/4") curb stop, painted purple for easy identification to prevent accidental crossover culinary use, will~~ be installed to each lot.
 - 3. All irrigation lines will be installed into the LaVerkin City's street right of way with irrigation connection to be supplied at the front of the property abutting the city street.
 - 4. All irrigation lines installed shall be schedule-900 purple pipe with tracer wire.
 - 5. Each irrigation tap will terminate in a clearly marked irrigation connection box at the property line. A one-inch (1") setter (70 series copper setter, VB74-10W-44-NL style) and a one-inch (1") meter idler (IDLER-10/34-NL), or equivalent thereof acceptable to the city, ~~lockable valve~~ shall be installed within this connection box, ~~in~~ between the city irrigation system and the private property owner's system.
 - 6. The main irrigation line will be sized adequately to provide water flow to each lot within the development. To ensure adequate water flow, the size of the irrigation water line must be engineered by the developer and approved by the city engineer. The minimum size of an irrigation water main in any noncollector street is six inches (6"). The minimum size of an irrigation water main to any collector street is eight inches (8").

7. The developer or lot owner will provide easements for all areas designated for irrigation service lines so the city will have access for repair and maintenance. All connections to the system must be inspected by the public works department.
8. In some cases where secondary water is not available from the city, the developer shall be required to obtain secondary water rights prior to the final approval of the subdivision or planned community development.
9. If necessary, developers shall extend irrigation mainlines from outside the boundaries of their subdivision or development to supply irrigation water sufficient to support the water requirements of their system.
10. Minimum water pressure for newly developed lots shall be thirty five (35) pounds per square inch (psi).

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: LAVERKIN CITY - 4YR GOVT 500HPY - 420F2

Address
City
State
Zip code
County

Good if:

Acknowledged by Aug-14-19
Funded by Aug-14-19

DEALER

WHEELER MACHINERY CO.

Sales person
Dealer contact
Telephone

Quote number 628-7312
Fax number
Quote date 07/15/2019
Quote time 14:01:17

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type GOVERNMENTAL
Number of payments 4 Annual
Payments in Advance

Quoted by wardbd
Report created by wardbd

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	420F2	500	1	90,000.00	90,300.00	19,449.62	19,449.62	3.8500

Special Conditions:

420F2
Serial Number - HWC04588, Model Year - 2019, Standard Environment; Major
Attachments-E-Stick Extendable, Ride Control, 4x4, Air Conditioning, Cab; Other
Blades/Buckets/Rippers-NONE

	Model	Insurance	Payment w/Insurance
New	420F2	891.08	20,340.70

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

Finance Proposal

Caterpillar Financial Services Corporation

LAVERKIN CITY - 4YR GOVT 500HPY - 420F2 Date

APPLICATION FOR CREDIT

Wheeler



Wheeler Machinery Co.
PO BOX 413071 Salt Lake City, UT 84141-3071
Phone: 801-974-0511 | Fax: 801-978-1850
Email: credit-applications@wheelercat.com



SITECH

Rep Name: _____

GENERAL INFORMATION

La Verkin city

Applicant Name
435 N Main Street

Trade Name (if different)

La Verkin UT 84745 Washington

Physical Address

City State Zip County

Billing Address

City State Zip County

Primary Business Phone #
435-635-2581

Primary Email

Troylinn.benson@laverkincity

Bus. Start Date

Business Contact
Troylinn Benson

Title
Treasurer

Phone #
435-635-2581

Email
Troylinn.benson@laverkincity.or

Business Contact

Title

Phone #

Email

Business Type ☐ Sole Proprietorship ☐ Corporation ☐ General Partnership ☐ LLC ☒ Other:

Check all that Apply: ☐ Marine ☐ Agriculture ☐ Heavy Construction ☐ General Construction ☐ Waste/Quarry & Aggregates ☐ Forestry/Mining ☐ Industrial Process ☐ Oil & Gas ☐ Commercial Services ☐ Public Services ☐ Surface Transport Service ☐ Equipment Services ☐ Other

Prime Authorized Users:

Name

Name

Name

Has business or any principal ever declared bankruptcy? ☐ Yes ☒ No

Any outstanding liens or judgments? ☐ Yes ☒ No

PO's Required ☒ Yes ☐ No

87-0302950

Federal ID Number

Sales Tax Exempt? ☒ Yes ☐ No

If yes, please attach copy of exemption certificate

Number of Employees

Requested Limit

FINANCIAL INFORMATION

Zions First National

Bank Contact Name and phone# or EMAIL Checking Balance Line of Credit used Line of Credit Available Instalment Loan Aggregate Bal

Finance Co/Bank Contact Name and phone# or EMAIL Checking Balance Line of Credit used Line of Credit Available Instalment Loan Aggregate Bal

(1) UT Trade Reference City State Phone # Email

(2) Trade Reference City State Phone # Email

Insurance Company (When renting/leasing please provide us with an insurance certificate adhering to Wheeler's Insurance requirements) Contact Phone Email

Bonding Company Contact Phone Email

INFORMATION ON OWNER / PRINCIPALS

The undersigned authorizes us, our designees, and/or assignees, to review of his/her personal credit profile periodically in connection with credit extended.

Kyle Gubler

City Administrator

Name Title Birthdate SSN #

Home Address Phone # % of Ownership Time as owner

Net Worth \$ Annual Income \$ Monthly House Payment \$

SIGNATURE

Derek Imlay

Director of Operations

Name Title Birthdate SSN #

Home Address Phone # % of Ownership Time as owner

Net Worth \$ Annual Income \$ Monthly House Payment \$

SIGNATURE

ACCOUNT TERMS & CONDITIONS

Applicant, its guarantors, agents and sureties (hereinafter collectively referred to as "Applicant") acknowledge that in the event this Application for Business Credit is accepted and approved by WHEELER MACHINERY CO and/or affiliates (hereinafter collectively referred to as WMC), a credit account will be opened in the name of Applicant. Applicant agrees to each and every term and condition set forth below in consideration of the opening of a credit account by WMC. Applicant and each other person signing this application warrants and represents that the information given on this application is complete and accurate, and is provided for the purpose of obtaining credit in an amount set by our credit policies and procedures. Applicant hereby authorizes WMC, Caterpillar, Inc, Caterpillar Financial Services Corporation (CFSC), Caterpillar Financial Commercial Account Corporation (CAA) and/or assignees or designees, (these entities referred to as "we" "us" or "our") to obtain credit and financial information from banks, credit bureaus, trade references and other creditors and requests each of the aforementioned to advise us of its credit experience with, and to express an opinion as to the credit record of Applicant or other such person as such party may deem appropriate and release any credit information, including but not limited to Applicant's balance sheet, cash flow statement, and income statement to us, which we may share among ourselves. Further, Applicant and each other person signing on behalf of Applicant and / or as Guarantor (defined below), agrees that we may obtain personal and/or business credit reports with respect to Applicant and each such person, in making a credit decision, in connection with the continuation of the credit provided herein, or pursuant to a subsequent application or request, or assisting in taking collection activity. Applicant understands that any decision to grant or deny credit by WMC will be made by WMC, that any decision to grant or deny credit by CFSC will be made by CFSC, and that any decision to grant or deny credit by CAA will be made by CAA. The fact that this application contains reference to "amount of credit applied for" or "requested limit" shall not limit Applicant's liability. Applicant acknowledges and agrees that the extension of credit does not obligate any other entity to extend credit to Applicant. Applicant also acknowledges, agrees and understands that any of us may, in our sole discretion, refuse to extend credit to Applicant in connection with any credit transaction.

ACCOUNT TERMS & CONDITIONS CONTINUED TO PAGE 2

ACCOUNT TERMS & CONDITIONS CONTINUED FROM PAGE 1

Applicant agrees to the following rights and responsibilities if credit is extended:

1. OPEN ACCOUNT PAYMENT TERMS: Applicant agrees to pay for goods, services, leases, and other items charged to its open account upon receipt of invoice. Payment is late if not received by WMC at PO Box 413071 Salt Lake City, Utah 84141 within ten (10) days of invoice date for machine sales and within thirty (30) days of invoice date on all other invoices. If no invoice is issued or received, Applicant agrees to pay upon receipt of the monthly statement or within thirty (30) days of delivery of goods or services, whichever occurs first. All amounts charged to the Applicant's open account are Applicant's responsibility. In the event a credit account is not approved or credit terms have been rescinded, all goods and services must be paid for at the time of delivery or order. A late charge of two percent (2%) per month will be assessed on the past due balance until it is paid in full. Applicant is required to advise WMC of any disputed transactions or statements within ten (10) days of receipt. Failure to notify WMC of any dispute with respect to defective goods or billing within such time shall constitute a waiver of all such disputes.

2. BUSINESS PURPOSE: Applicant represents and warrants that all goods and services purchased, or leased, by Applicant from WMC are for business, commercial or agricultural purposes, and not for personal, family, or household use.

3. DEFAULT: Payment shall be made when due. Failure to make a timely payment or otherwise comply with the terms of this agreement shall result in a default. In the event of a default, Applicant agrees to reimburse and pay WMC for all expenses, costs, collection agency costs, and attorney's fees incurred or expended by WMC as a result, whether or not suit is commenced. Applicant agrees that the laws of the State of Utah shall govern all transactions and agreements between WMC and Applicant and any enforcement or lawsuit relating to said transactions and agreements shall be brought in the state or federal court located in Salt Lake City, Utah. Applicant expressly waives sovereign immunity and all other venue rights and consents to the exclusive enforcement of this and any other agreement with WMC in Salt Lake County, Utah. If Applicant becomes insolvent or if Applicant breaches any term or condition herein, or breaches any other agreement between WMC and Applicant, or if for any reason WMC deems itself insecure, WMC may terminate the agreement and close the credit account immediately. Applicant expressly waives sovereign immunity with respect to any default hereunder and under any other agreement with WMC.

4. INDEMNITY: Applicant shall indemnify and hold WMC harmless from any and all liability, claims, losses, damages or expenses, including without limitation attorney fees and costs, arising by reason of the death or injury of any person, or by reason of the damage or destruction of any property, caused or allegedly caused by any goods, machinery, parts, tools or services sold, leased or delivered by WMC, except as expressly otherwise agreed in writing by WMC and Applicant. Applicant agrees that in no event shall Applicant or any person claiming by, through or under Applicant, have the right to claim or recover consequential damages, including but not limited to lost profits or loss of use, concerning goods, machinery, parts, tools or services sold, leased or delivered by WMC. WMC makes no warranties, either expressed or implied, as to any goods, machinery, parts, tools or services whatsoever, except as may be contained in a separate writing signed by an authorized agent of WMC, including without limitation the condition of the equipment, its merchantability, or its fitness for any particular purpose. Operator training is the applicant's responsibility for all equipment.

5. GOVERNING DOCUMENTS: The Account Terms and Conditions set forth herein govern the credit relationship between WMC and the Applicant. Applicant agrees to be bound exclusively by the Account Terms and Conditions and all the terms and conditions of WMC's underlying sale, lease, service, parts invoices and other agreements, all of which are intended to be incorporated herein by this reference. Applicant's issuance of a purchase order or acceptance of goods or services constitutes acceptance of the Account Terms and Conditions and WMC's other underlying agreements. Notwithstanding anything to the contrary in the purchase order or other documents(s) issued by Applicant, WMC rejects additional or different terms proposed by Applicant or any attempt by Applicant to vary the Account Terms and Conditions, or the terms of any of WMC's other underlying agreements. Any additions or modifications to these terms shall not be binding on WMC, unless they are set forth in a written document executed by a General Manager of WMC. Applicant acknowledges and agrees that if WMC receives a purchase order from Applicant, WMC has no obligation to verify its accuracy or validity.

6. NON-WAIVER: Nothing contained herein shall be construed as a waiver by WMC of any lien rights or any rights which it may now have, or hereafter acquire, by law nor shall anything stated herein be construed as an obligation to extend credit to Applicant under any circumstances. No waiver or modification of any part of this agreement shall be valid unless expressed in writing and executed by Applicant and WMC.

7. INSURANCE & RISK OF LOSS: Applicant, at its expense, shall keep leased/rented equipment insured for the term of any lease/rental and any renewals or extensions thereof, for the full retail fair market value thereof, against all risk of loss or damage including without limitation public liability and property damage. Applicant shall on request of WMC deliver to WMC the policies or evidence of insurance. All insurance policies must provide that no cancellation thereof shall be effective without thirty (30) days prior written notice to WMC. Risk of loss of goods shall pass to Applicant as soon as the goods are properly loaded on the carrier. WMC's responsibility for shipment ceases upon delivery of the goods to a transportation company. Applicant shall carry such fire and other insurance as necessary to protect its interest and the interest of WMC. Any claim by Applicant for shortage in shipment shall be made within ten (10) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach.

8. SECURITY INTEREST: To secure payment and performance of all obligations to WMC, Applicant hereby grants WMC a continuing security interest in all its equipment, machinery, machinery attachments, and materials; 2) contract rights; 3) inventory, chattel paper, proceeds, and fixtures; and 4) products provided to Applicant by WMC.

9. ASSIGNMENT: No right or interest in this agreement shall be assigned by Applicant without the written permission of WMC, and no delegation of any obligation owed or of the performance of any obligation by Applicant shall be made without written permission of WMC. Any attempted assignment or delegation by Applicant shall be wholly void and totally ineffective for all purposes unless made in conformity stated. Applicant agrees that WMC may assign, sell or encumber all or any part of this account with or without notice to Applicant.

10. RENTAL/LEASE REPAIRS: Applicant, at its own cost, shall keep rental/leased equipment in good repair and working order. If Applicant fails to properly maintain and repair the equipment, WMC, whether during or after the rental/lease, may repair the equipment without prior notice to Applicant. Applicant shall be responsible for all damages to said equipment beyond normal wear and tear and for the cost of repair. Rent shall continue until the equipment is returned in good repair.

11. CHANGE OF TERMS: The terms and conditions of Applicant's accounts may be changed by WMC at any time, without written notice to Applicant.

12. MISCELLANEOUS: Any and all contracts, certificates, invoices and other writings signed on behalf of Applicant by any employee of Applicant shall be deemed to have been executed on behalf of Applicant with full authority. Applicant shall furnish to WMC, from time to time, promptly upon request, a) complete financial statements pertaining to Applicant's operations and financial condition, in such form and detail as WMC shall request; and b) all other information and documents that WMC may reasonably request. Applicant acknowledges that by transmitting a facsimile copy, electronic copy or photocopy of this document to WMC, CAA, Applicant, and the Guarantor (if applicable) agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to WMC. Applicant agrees to an inactivity fee of \$60 per year against any credit balance presumed abandoned (no activity for 12 months) by Applicant. A \$30 service charge applies to each dishonored check, similar instrument, or electronic payment received by WMC. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Applicant must notify WMC in writing of any change of ownership, the name of the business or structure of the business under which credit is established. WMC reserves the right to cancel its agreement to extend credit and to reevaluate the credit worthiness of the Applicant under its new name, ownership or structure. If WMC denies Applicant's application for business credit, Applicant has the right to a written statement for the specific reasons for the denial. To obtain such statement, please send a written request to WMC, PO BOX 413071 SLC, UT 84141-3071 within sixty (60) days from the date on which Applicant was notified of the denial. WMC will send Applicant a written statement with reason for the denial with thirty (30) days from receiving Applicant's written request.

CATERPILLAR FINANCIAL SERVICES CORPORATION: If CFSC denies Applicant's application for business credit, Applicant has the right to a written statement for the specific reasons for the denial. To obtain such statement, please send a written request to CFSC, PO Box 34001, Nashville, TN 37203 within sixty (60) days from the date on which Applicant was notified of the denial. CFSC will send Applicant a written statement with reason for the denial with thirty (30) days from receiving Applicant's written request.

CATERPILLAR FINANCIAL COMMERCIAL ACCOUNT CORPORATION: If CAA denies Applicant's application for business credit, Applicant has the right to a written statement for the specific reasons for the denial. To obtain such statement, please send a written request to CFSC, PO Box 34001, Nashville, TN 37203 within sixty (60) days from the date on which Applicant was notified of the denial. CAA will send Applicant a written statement with reason for the denial with thirty (30) days from receiving Applicant's written request.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit Applicants on the basis of race, color, religion, national origin, sex marital status, age (provided the Applicant had the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the FTC Regional Office for the region in which we operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580

*SIGNED



Title City Administrator Print Name Kyle Gulber

Date: 7/22/201

CONTINUING GUARANTY - Generally required for all Partnership, LLC and non-publicly traded Companies

The undersigned ("Guarantor") hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all of Applicant's obligations to WMC. Guarantor waives presentment, demand, protest, and notice of any kind, including but not limited to, notice of any modifications, amendments, or extensions of this agreement or of Applicant's nonperformance or breach of this agreement. The payment obligations of Guarantor are the direct, primary, and continuing obligations of Guarantor and Guarantor's heirs, successors and assigns, and not merely a guaranty of collection. If there is more than one Guarantor, their obligations are joint and several. By signing below, the Guarantor also agrees, individually and not on behalf of Applicant, that WMC, CFSC, and / or CAA or their respective designees may obtain credit reports on Guarantor from credit reporting agencies, and otherwise investigate the credit of Guarantor, and hereby instructs all credit reporting agencies to provide WMC, CFSC and / or CAA with such credit reports upon request. Each of the terms of the Open Account Terms & Conditions is incorporated herein by this reference.

*SIGNED

Print Name

Date:

SIGNED

Print Name

Date:

****PLEASE INCLUDE A COPY OF YOUR DRIVER LICENSE WITH APPLICATION****