

La Verkin City

Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
Refund: 1000403	*Garcia, Leticia	46219	10/22/2019	10/22/2019	\$100.50	511311	Accounts Receivable	Refund: 100040313 - *Garcia, Leticia
RFD 100040090.	*Gregory, John	46220	10/22/2019	10/22/2019	\$140.36	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040090 - *Gregory, John
Refund: 1000403	*Hon, Jimmy	46242	10/24/2019	10/24/2019	\$97.72	511311	Accounts Receivable	Refund: 100040324 - *Hon, Jimmy
RFD 100039933.	*Poulson, Travis	46174	10/1/2019	10/1/2019	\$17.37	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039933 - *Poulson, Travis
RFD 100038325.	*Sprague, Diane	46175	10/8/2019	10/8/2019	\$200.00	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100038325 - *Sprague, Diane
093019	*Valle, Maria	46176	10/7/2019	9/30/2019	\$100.00	102331	Building/Park Rental deposit	Refund chair rental deposit
RFD 100039647.	*Thornley, Brian	46221	10/15/2019	10/15/2019	\$4.49	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039647 - *Thornley, Brian
2930	ABC Auto parts, Inc.	46243	10/29/2019	10/15/2019	\$142.00			
					2.84	104160.250	Bldg EQUIPMENT OPERATING	
					8.52	104240.250	Inspect EQUIPMENT OPERATI	
					17.04	104410.250	Streets EQUIPMENT OPERATI	
					7.10	104410.745	Streets STREET IMPROVEME	
					7.10	104510.250	Parks EQUIPMENT OPERATIN	
					62.48	516340.250	O&M EQUIPMENT OPERATIN	
					5.68	516340.450	O&M SYSTEMS MAINTENANC	
					5.68	536310.250	Irrigation EQUIPMENT OPERA	
					2.84	536310.450	Irrigation WATER MAIN REPAIR	
					17.04	556350.250	Drainage EQUIPMENT OPERA	
					5.68	556350.440	Drainage NEW SERVICES	
312111	ACE HARDWARE	46177	10/4/2019	10/10/2019	\$39.97	536310.450	Irrigation WATER MAIN REPAIR	Olsen hose bypass
312344	ACE HARDWARE		10/4/2019	11/10/2019	\$32.98	104510.250	Parks EQUIPMENT OPERATIN	Park supplies
312363	ACE HARDWARE		10/4/2019	11/10/2019	\$32.81	104510.250	Parks EQUIPMENT OPERATIN	Park supplies
312522	ACE HARDWARE		10/4/2019	11/10/2019	\$35.27	104510.250	Parks EQUIPMENT OPERATIN	Park supplies
312541	ACE HARDWARE		10/4/2019	11/10/2019	\$7.98	104160.270	Bldg B&G OPERATION AND M	keys
313067	ACE HARDWARE		10/28/2019	11/10/2019	\$119.99	104140.610	Admin MISCELLANEOUS SER	Vaccum for 435 N Main
313148	ACE HARDWARE		10/28/2019	11/10/2019	\$1.99	104160.250	Bldg EQUIPMENT OPERATING	
					0.04	104240.250	Inspect EQUIPMENT OPERATI	
					0.12	104410.250	Streets EQUIPMENT OPERATI	key
					0.23	104410.745	Streets STREET IMPROVEME	

La Verkin City
Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

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313230	ACE HARDWARE		10/29/2019	12/10/2019	\$54.99	104510.250	Parks EQUIPMENT OPERATING	
					0.10	104510.250	O&M EQUIPMENT OPERATING	
					0.88	516340.250	O&M SYSTEMS MAINTENANCE	
					0.08	516340.450	Irrigation EQUIPMENT OPERATING	
					0.04	536310.250	Irrigation WATER MAIN REPAIR	
					0.24	556350.250	Drainage EQUIPMENT OPERATING	
					0.08	556350.440	Drainage NEW SERVICES	
					\$54.99			
					1.10	104160.250	Bldg EQUIPMENT OPERATING	
					3.30	104240.250	Inspect EQUIPMENT OPERATING	Safety gas can
					6.59	104410.250	Streets EQUIPMENT OPERATING	
					2.75	104410.745	Streets STREET IMPROVEMENT	
					2.75	104510.250	Parks EQUIPMENT OPERATING	
					24.20	516340.250	O&M EQUIPMENT OPERATING	
					2.20	516340.450	O&M SYSTEMS MAINTENANCE	
					2.20	536310.250	Irrigation EQUIPMENT OPERATING	
					1.10	536310.450	Irrigation WATER MAIN REPAIR	
					6.60	556350.250	Drainage EQUIPMENT OPERATING	
					2.20	556350.440	Drainage NEW SERVICES	
					\$325.98			
PR092719-258	AFLAC	46222	10/2/2019	10/2/2019	\$106.50		Health Savings Account	AFLAC EE
PR101119-258	AFLAC	46222	10/11/2019	10/11/2019	\$106.50	102224	Health Savings Account	AFLAC EE
PR102519-258	AFLAC	46244	10/30/2019	10/30/2019	\$106.50	102224	Health Savings Account	AFLAC EE
					\$319.50			
30948	ALPHA ENGINEERING CO	46245	10/24/2019	10/25/2019	\$542.00		Inspect ENGINEER	Anna Andregg lot split
2 - 2018 210 Sou	Ash Creek Sewer District		10/25/2019	10/25/2019	\$13,662.71	304716.810	Principal Payment - 2018 210 S	Principal - 2018 210 South Park
					11,949.30	304716.820	Interest Payment - 2018 210 So	Interest - 2018 210 South Park
093019	ASH CREEK SPECIAL SERVICE DIST		10/9/2019	11/15/2019	\$42,877.11		Sewer PAYMENT TO ASH CRE	sept 2019
00172279	Auto Value		10/29/2019	11/15/2019	\$7.48	526260.520	Bldg EQUIPMENT OPERATING	
					0.15	104160.250	Inspect EQUIPMENT OPERATING	
					0.45	104240.250	Streets EQUIPMENT OPERATING	Wix fuel filt
					0.90	104410.250	Streets STREET IMPROVEMENT	
					0.37	104410.745	Parks EQUIPMENT OPERATING	
					0.37	104510.250	O&M EQUIPMENT OPERATING	
					3.29	516340.250	O&M SYSTEMS MAINTENANCE	
					0.30	516340.450	Irrigation EQUIPMENT OPERATING	
					0.30	536310.250	Irrigation WATER MAIN REPAIR	
					0.15	536310.450	Drainage EQUIPMENT OPERATING	
					0.90	556350.250	Drainage NEW SERVICES	
					0.30	556350.440		
					\$65.68		Bldg EQUIPMENT OPERATING	
00172280	Auto Value		10/29/2019	11/10/2019	1.31	104160.250	Inspect EQUIPMENT OPERATING	ISO 68 Hydraul
					3.94	104240.250	Streets EQUIPMENT OPERATING	
					7.89	104410.250		

La Verkin City

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10/30/2019

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	Vendor Total:							
	Barker, Jared		10/28/2019	11/10/2019	\$31.50	104110.745	Streets STREET IMPROVEME	J Barker- per diem Advance
120919					31.50	104110.745	Parks EQUIPMENT OPERATIN	S&S in Cedar 12-9 to 12-11
101319	BENSON, TROYLINN	46179	10/8/2019	10/1/2019	\$162.50	104210.230	O&M EQUIPMENT OPERATIN	Treasurer Academy 10-13 to 10-19 Farmington ut
3066751	Best Deal Springs	46224	10/9/2019	10/25/2019	\$119.01	104140.230	O&M SYSTEMS MAINTENANC	
					2.38	104160.250	Irrigation EQUIPMENT OPERA	
					7.14	104240.250	Drainage EQUIPMENT OPERA	
					14.29	104410.250	Drainage NEW SERVICES	
					5.95	104410.745		
					5.95	104510.250		
					52.36	516340.250		
					4.76	516340.450		
					4.76	516340.250		
					2.38	536310.450		
					14.28	556350.250		
					4.76	556350.440		
UT20191909	BLUE STAKES OF UTAH 811	46246	10/7/2019	10/30/2019	\$34.48	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
CW18465	CENTURY EQUIPMENT	46247	10/24/2019	10/25/2019	\$360.00			
					7.20	104160.250		
					21.60	104240.250		
					43.20	104410.250		
					18.00	104410.745		
					18.00	104510.250		
					158.40	516340.250		
					14.40	516340.450		
					14.40	536310.250		
					7.20	536310.450		
					43.20	556350.250		
					14.40	556350.440		
756-1019	CenturyLink	46248	10/28/2019	10/25/2019	\$82.20			
					41.10	104140.280		
					41.10	104210.280		
949-0919	CenturyLink	46180	10/4/2019	10/13/2019	\$53.45	104253.280		
					53.45			
949-1019	CenturyLink	46248	10/29/2019	10/29/2019	\$61.45	104253.280		
					61.45			
979-1019	CenturyLink	46248	10/28/2019	10/30/2019	\$73.05	536310.250		
					73.05			

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10/30/2019

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RFD 100038040.	Child, David	46181	10/9/2019	10/9/2019	\$270.15 \$171.71 171.71	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100038040 - Child, David
081319	Citi Cards	10082019	10/8/2019	8/13/2019	\$15.00 15.00	104140.315	Admin COMPUTER EQUIPME	Screencloud
081818	Citi Cards	10082019	10/8/2019	8/18/2019	\$127.67 127.67	104140.315	Admin COMPUTER EQUIPME	Dropbox for Kyle G
082519	Citi Cards	10082019	10/8/2019	8/25/2019	\$49.00 49.00	104140.315	Admin COMPUTER EQUIPME	squarehook
091319	Citi Cards	10082020	10/8/2019	9/13/2019	\$7.30 7.30	104140.315	Admin COMPUTER EQUIPME	Screencloud
092519	Citi Cards	10082020	10/8/2019	9/25/2019	\$49.00 49.00	104140.315	Admin COMPUTER EQUIPME	squarehook
092719 PO# 3373	Citi Cards	10082020	10/4/2019	10/10/2019	\$15.96 15.96	104620.610	Comm COMMUNITY DEVELOP	Staff Hallway Picture
100119 PO# 3375	Citi Cards	10082020	10/7/2019	10/10/2019	\$18.11 18.11	104140.230	Admin TRAVEL & TRAINING	Staff Meeting
100719 PO# 3384	Citi Cards	10082020	10/9/2019	11/10/2019	\$20.32 20.32	104140.230	Admin TRAVEL & TRAINING	Managers Luncheon
100919 PO# 3388	Citi Cards	10082020	10/28/2019	10/25/2019	\$19.17 19.17	104140.240	Admin OFFICE EXPENSE, SUP	Recording Cable for Sound
10092019 PO# 3390	Citi Cards	10082020	10/28/2019	10/9/2019	\$857.01 857.01	104620.610	Comm COMMUNITY DEVELOP	Appreciation Dinner for Planning Comm. (Stage Coach)
101119	Citi Cards	10082020	10/28/2019	10/25/2019	\$8.72 8.72	104620.610	Comm COMMUNITY DEVELOP	Staff outing
101819	Citi Cards	10082020	10/28/2019	10/18/2019	\$35.58 35.58	104140.610	Admin MISCELLANEOUS SER	Dinner w/K Excell for driving training
102619	Citi Cards	10082020	10/28/2019	11/10/2019	\$49.00 49.00	104140.315	Admin COMPUTER EQUIPME	Web site hosting
1158603 PO# 3392	Citi Cards	10082020	10/28/2019	11/11/2019	\$105.47 105.47	104140.315	Admin COMPUTER EQUIPME	Wireless Keyboard, Mouse & Speakers
2763190	Citi Cards	10082020	10/28/2019	11/11/2019	\$200.00 200.00	104620.610	Comm COMMUNITY DEVELOP	Monster House
5841046 PO# 3376	Citi Cards	10082020	10/7/2019	10/10/2019	\$53.79 9.67 44.12	104540.610 104540.610	Rec MISCELLANEOUS EXPEN	Equipment for Winter Fest Event
318191001	Citi Cards	10082020	10/7/2019	10/15/2019	\$334.66 167.32 53.55 40.16 73.63	104140.290 104253.280 536310.290 556350.290	Rec MISCELLANEOUS EXPEN	Equipment for Winter Fest
3521 PO# 3371	Citi Cards	10082020	10/4/2019	10/10/2019	\$75.71 75.71	104620.610	Comm COMMUNITY DEVELOP	DSL PHONE DSL DSL Display Boxes for La verkin Coins

La Verkin City

Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

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	Vendor Total:				\$2,041.47			
573215	CORRPRO WATERWORKS	46183	10/4/2019	10/15/2019	\$995.00	516340.450	O&M SYSTEMS MAINTENANC	Tank inspection service
09122019	Davis Food & Drug #4/Farmers Market	46184	10/7/2019	10/10/2019	\$5.29	104253.270	Animal B&G OPERATIONS AN	Supplies for Animal Shelter fencing
091319	Davis Food & Drug #4/Farmers Market	46249	10/28/2019	10/15/2019	\$3.49	104210.610	Police MISC SUPPLIES	Supplies
100219	Davis Food & Drug #4/Farmers Market	46184	10/7/2019	10/2/2019	\$19.04	104140.610	Admin MISCELLANEOUS SER	Staff meeting
101019	Davis Food & Drug #4/Farmers Market	46249	10/28/2019	11/1/2019	\$78.34	104140.610	Admin MISCELLANEOUS SER	Staff outing
101719	Davis Food & Drug #4/Farmers Market		10/24/2019	11/10/2019	\$24.96	104410.745	Streets STREET IMPROVEME	Cables
101919	Davis Food & Drug #4/Farmers Market	46249	10/29/2019	10/25/2019	\$11.12	104253.270	Animal B&G OPERATIONS AN	Hardware
102919	Davis Food & Drug #4/Farmers Market		10/29/2019	11/10/2019	\$154.83	104253.610	Animal MISC SUPPLIES	Food and drinks
	Vendor Total:				\$297.07			
65345371	DeLage Landen Financial Services	46250	10/28/2019	10/15/2019	\$310.96	104140.280	Admin UTILITIES	
					125.14	104140.310	Admin ATTORNEY/IN HOUSE	
					111.14	516660.280	Admin UTILITIES	
					64.38	556350.250	Drainage EQUIPMENT OPERA	
					10.30			
	Ditch Witch	46227	10/8/2019	10/25/2019	\$131.36	104160.250	Bldg EQUIPMENT OPERATING	
					2.63	104240.250	Inspect EQUIPMENT OPERATI	
					7.88	104410.250	Streets EQUIPMENT OPERATI	
					15.76	104410.745	Streets STREET IMPROVEME	
					6.57	104510.250	Parks EQUIPMENT OPERATIN	
					6.58	516340.250	O&M EQUIPMENT OPERATIN	
					57.80	516340.450	O&M SYSTEMS MAINTENANC	
					5.25	536310.250	Irrigation EQUIPMENT OPERA	
					2.63	536310.450	Drainage WATER MAIN REPAIR	
					15.76	556350.250	Drainage EQUIPMENT OPERA	
					5.25	556350.440	Drainage NEW SERVICES	
1269-1019	Dominion Energy		10/28/2019	11/10/2019	\$24.23	104140.280	Admin UTILITIES	111 S Main
					12.12	104210.280	Police UTILITIES	111 S Main
1275-1019	Dominion Energy		10/28/2019	11/10/2019	\$7.16	104510.280	Parks UTILITIES	Parkshop
1924-1019	Dominion Energy		10/28/2019	11/10/2019	\$9.73	104140.280	Admin UTILITIES	435 N Main street
	Vendor Total:				\$41.12			
006	EMERGENCY VEHICLE SYSTEMS	46186	10/4/2019	10/1/2019	\$248.00	104160.250	Bldg EQUIPMENT OPERATING	
					4.96	104240.250	Inspect EQUIPMENT OPERATI	
					14.88	104410.250	Streets EQUIPMENT OPERATI	
					29.76			

La Verkin City Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

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474120191001	EMI Health	46228	10/15/2019	10/1/2019	\$1,891.30	104410.745	Streets STREET IMPROVEME	
					12.40	104510.250	Parks EQUIPMENT OPERATIN	
					109.12	516340.250	O&M EQUIPMENT OPERATIN	
					9.92	516340.450	O&M SYSTEMS MAINTENANC	
					9.92	536310.250	Irrigation EQUIPMENT OPERA	
					4.96	536310.450	Irrigation WATER MAIN REPAIR	
					29.76	556350.250	Drainage EQUIPMENT OPERA	
					9.92	556350.440	Drainage NEW SERVICES	
					\$1,891.30			
					1,891.30	101562	PEHP/AFLAC Insurance Clearin	Employee dental
474120191101	EMI Health	46251	10/24/2019	11/1/2019	\$1,891.30			
					1,891.30	101562	PEHP/AFLAC Insurance Clearin	Employee dental
					\$3,782.60			
093019	Vendor Total:							
	Empire Waste Services	46187	10/4/2019	10/15/2019	\$294.00			
					164.64	104140.280	Admin UTILITIES	
					117.60	516660.280	Admin UTILITIES	
					11.76	556350.250	Drainage EQUIPMENT OPERA	
138758	EXECUTECH	46252	10/28/2019	10/25/2019	\$338.26			
					166.83	104140.315	Admin COMPUTER EQUIPME	Office 365
					94.06	104210.315	Police COMPUTER EQUIPME	Office 365
					9.94	104230.315	Victims COMPUTER EQUIPME	Office 365
					67.43	516660.315	Admin SOFTWARE OR INFOR	Office 365
66987	EXECUTECH	46252	10/28/2019	10/25/2019	\$1,397.00			
					696.52	104140.315	Admin COMPUTER EQUIPME	Office 365
					600.48	516660.315	Admin SOFTWARE OR INFOR	Office 365
					50.00	536310.315	IrrigationCOMPUTER EQUIPM	Office 365
					50.00	556350.315	Drainage SOFTWARE & COMP	
					\$1,735.26			
392419	Five County Association Of Government	46188	10/4/2019	9/24/2019	\$700.00			
					700.00	104620.610	Comm COMMUNITY DEVELOP	Donation for Senior Companion and Foster Grandparent program
NP57032807	FUELMAN FLEET CARD	46253	10/28/2019	10/25/2019	\$2,886.57			
					97.59	104140.250	Admin EQUIPMENT OPERATIN	fuel
					25.88	104160.250	Bldg EQUIPMENT OPERATING	
					1,278.85	104210.250	Police EQUIPMENT OPERATIN	Fuel
					101.66	104230.300	Victims FUEL	Fuel
					78.08	104240.250	Inspect EQUIPMENT OPERATI	Fuel
					33.71	104253.250	Animal EQUIPMENT OPERATI	
					175.58	104410.250	Streets EQUIPMENT OPERATI	
					64.70	104410.745	Streets STREET IMPROVEME	
					84.70	104510.250	Parks EQUIPMENT OPERATIN	
					569.38	516340.250	O&M EQUIPMENT OPERATIN	
					51.76	516340.450	O&M SYSTEMS MAINTENANC	
					71.76	536310.250	Irrigation EQUIPMENT OPERA	
					25.88	536310.450	Irrigation WATER MAIN REPAIR	
					175.28	556350.250	Drainage EQUIPMENT OPERA	
					51.76	556350.440	Drainage NEW SERVICES	
1099-6	GREEN TREE LAWN & LANDSCAPE	46189	10/7/2019	10/14/2019	\$875.00			
					875.00	104510.250	Parks EQUIPMENT OPERATIN	mowing

La Verkin City

Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

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11102-3	GREEN TREE LAWN & LANDSCAPE		10/29/2019	11/13/2019	\$875.00	104510.250	Parks EQUIPMENT OPERATIN	mowing
	Vendor Total:				\$1,750.00			
092019	GUBLER, KYLE	46190	10/4/2019	10/1/2019	\$482.39	104210.250	Police EQUIPMENT OPERATIN	Sept 2019 mileage reimbursement
					482.39			
94792568	H&E Equipment Services, Inc.		10/28/2019	11/10/2019	\$505.29			
					10.11	104160.250	Bldg EQUIPMENT OPERATING	
					30.32	104240.250	Inspect EQUIPMENT OPERATI	
					60.64	104410.250	Streets EQUIPMENT OPERATI	Bobcat repair
					25.26	104410.745	Streets STREET IMPROVEME	
					25.26	104510.250	Parks EQUIPMENT OPERATIN	
					222.33	516340.250	O&M EQUIPMENT OPERATIN	
					20.21	516340.450	O&M SYSTEMS MAINTENANC	
					20.21	536310.250	Irrigation EQUIPMENT OPERA	
					10.11	536310.450	Drainage WATER MAIN REPAIR	
					60.63	556350.250	Drainage EQUIPMENT OPERA	
					20.21	556350.440	Drainage NEW SERVICES	
RI1001191	Hamson, Nathan D	46191	10/1/2019	10/1/2019	\$1,000.00	104510.120	Parks PART TIME EMPLOYEE	Sports Director
					1,000.00			
PR092719-6099	Health Equity	10112019	10/2/2019	10/2/2019	\$385.00	102224	Health Savings Account	PEHP Health Equity
PR101119-6099	Health Equity	10112019	10/11/2019	10/11/2019	\$2,220.84	102224	Health Savings Account	PEHP Health Equity
					2,220.84			
PR102519-6099	Health Equity	10130/2019	10/30/2019	10/30/2019	\$385.00	102224	Health Savings Account	PEHP Health Equity
					385.00			
	Vendor Total:				\$2,990.84			
LOT #3	High Desert Holdings, Vince Blackmore,	46192	10/7/2019	10/2/2019	\$3,256.00	103801.7	Impact fees - Parks & Recreation	Refund Park Impact fee- per agreement- Phase 1, LOT 3
					3,256.00			
100219	HILL, GAIL	46254	10/28/2019	10/2/2019	\$125.00	102331	Building/Park Rental deposit	changing for 111 S Main to Pavilion May 30, 2020
					125.00			
722	HOLDAWAY'S LOCK & ALARM		10/28/2019	11/10/2019	\$162.50	104160.270	Bldg B&G OPERATION AND M	Keyfobs
					162.50			
10262019	Hueckstaedt, Alyssa	46255	10/28/2019	10/28/2019	\$62.50	102331	Building/Park Rental deposit	Cleaning 111 S Main - from deposit
					62.50			
101519	Hurricane Car Wash LLC	46256	10/28/2019	11/1/2019	\$299.30		Bldg EQUIPMENT OPERATING	car washes
					2.49	104160.250	Police EQUIPMENT OPERATIN	
					174.64	104210.250	Inspect EQUIPMENT OPERATI	
					7.48	104240.250	Streets EQUIPMENT OPERATI	
					14.96	104410.250	Streets STREET IMPROVEME	
					6.23	104410.745	Parks EQUIPMENT OPERATIN	
					6.23	104510.250	O&M EQUIPMENT OPERATIN	
					54.85	516340.250	O&M SYSTEMS MAINTENANC	
					4.99	516340.450	Irrigation EQUIPMENT OPERA	
					4.99	536310.250	Irrigation WATER MAIN REPAIR	
					2.49	536310.450		

La Verkin City
Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
168	Hurricane Car Wash LLC	46256	10/28/2019	11/1/2019	\$122.95	556350.250	Drainage EQUIPMENT OPERA	
					4.99	556350.440	Drainage NEW SERVICES	
					\$122.95			
					2.46	104160.250	Bldg EQUIPMENT OPERATING	
					7.38	104240.250	Inspect EQUIPMENT OPERATI	
					14.74	104410.250	Streets EQUIPMENT OPERATI	
					6.15	104410.745	Streets STREET IMPROVEME	
					6.15	104510.250	Parks EQUIPMENT OPERATI	
					54.10	516340.250	O&M EQUIPMENT OPERATI	
					4.92	516340.450	O&M SYSTEMS MAINTENANC	
					4.92	536310.250	Irrigation EQUIPMENT OPERA	
					2.46	536310.450	Irrigation WATER MAIN REPAIR	
					14.75	556350.250	Drainage EQUIPMENT OPERA	
					4.92	556350.440	Drainage NEW SERVICES	
	Vendor Total:				\$422.25			
2019-1209	HURRICANE CITY JUSTICE COURT	46193	10/4/2019	10/8/2019	\$250.00	104121.240	Police JUSTICE COURT	Oct 2019 court billing
090519	HURRICANE CITY POWER	46194	10/7/2019	10/10/2019	\$20.16	104140.280	Admin UTILITIES	LaVerkin City sign power
11-469	HURRICANE CITY WATER DEPT	46257	10/28/2019	10/21/2019	\$208.42	516660.410	Admin PRODUCT OR SERVIC	Power for Ash Creek Sept 2019 @ 6%
					148.57		Admin PRODUCT OR SERVIC	Chlorine and cilinder rental
11-470	HURRICANE CITY WATER DEPT		10/29/2019	11/10/2019	\$360.12	516660.410	Admin PRODUCT OR SERVIC	Bruce electric service call to Ash Creek Springs- @ 1/3
	Vendor Total:				\$568.54			
30787	HURRICANE READY MIX LLC	46195	10/9/2019	10/15/2019	\$67.93	516340.450	O&M SYSTEMS MAINTENANC	Fill dirt
30850	HURRICANE READY MIX LLC	46195	10/9/2019	10/15/2019	\$62.59	516340.450	O&M SYSTEMS MAINTENANC	Fill dirt
30872	HURRICANE READY MIX LLC	46195	10/9/2019	10/15/2019	\$134.81	516340.450	O&M SYSTEMS MAINTENANC	Fill dirt
30903	HURRICANE READY MIX LLC	46195	10/9/2019	10/15/2019	\$149.93	516340.450	O&M SYSTEMS MAINTENANC	Fill dirt
30931	HURRICANE READY MIX LLC	46258	10/28/2019	10/25/2019	\$233.00	104253.270	Animal B&G OPERATIONS AN	Pea gravel
30947	HURRICANE READY MIX LLC	46195	10/9/2019	10/15/2019	\$104.85	516340.450	O&M SYSTEMS MAINTENANC	Roadbase
	Vendor Total:				\$753.11			
87182	HURST'S TOTAL PEST CONTROL	46196	10/4/2019	10/10/2019	\$170.00	104140.280	Admin UTILITIES	
					75.20	516660.280	Admin UTILITIES	
					88.00	556350.250	Drainage EQUIPMENT OPERA	
					6.80			
182	Imlay, Toni	46197	10/4/2019	10/10/2019	\$60.00	104140.610	Admin MISCELLANEOUS SER	City Logo for office car
					20.00	104160.250	Bldg EQUIPMENT OPERATING	
					0.80	104240.250	Inspect EQUIPMENT OPERATI	
					2.40			

La Verkin City

Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
331405	INFOWEST	46198	10/4/2019	10/16/2019	\$47.00	104410.250	Streets EQUIPMENT OPERATI	
					23.50	104410.745	Streets STREET IMPROVEME	
					2.00	104510.250	Parks EQUIPMENT OPERATIN	
					17.60	516340.250	O&M EQUIPMENT OPERATIN	
					1.60	516340.450	O&M SYSTEMS MAINTENANC	
					1.60	536310.250	Irrigation EQUIPMENT OPERA	
					0.80	536310.450	Irrigation WATER MAIN REPAIR	
					4.80	556350.250	Drainage EQUIPMENT OPERA	
					1.60	556350.440	Drainage NEW SERVICES	
					\$47.00			
					23.50	104140.290	Admin TELEPHONE/COMMUNI	DSL
					7.52	104253.280	Animal UTILITIES	PHONE
					5.64	536310.290	Irrigation TELEPHONE & COM	DSL
					10.34	556350.290	Drainage TELEPHONE & COM	DSL
					\$180.00			
					180.00	104160.270	Bldg B&G OPERATION AND M	Handle and adjustments on 435
								N outside door
					\$80.00			
					80.00	104253.270	Animal B&G OPERATIONS AN	Lockout, key , travel fee
					\$260.00			
					\$578.00			
					418.00	104510.250	Parks EQUIPMENT OPERATIN	Monthly weed and fertilizer for
					160.00	104510.410	Parks CEMETARY IMPROVEM	parks and cemetery
					\$28.50			
					28.50	104210.230	Police TRAVEL & TRAINING	2019 Mid-winter Chief's conf
					\$89.26			
					89.26	102225	Misc Payable	LegalShield
					\$89.26			
					89.26	102225	Misc Payable	LegalShield
					\$89.26			
					89.26	102225	Misc Payable	LegalShield
					\$267.78			
					\$228.29			
					80.88	104140.280	Admin UTILITIES	
					83.86	104140.310	Admin ATTORNEY/IN HOUSE	
					57.77	516660.280	Admin UTILITIES	
					5.78	556350.250	Drainage EQUIPMENT OPERA	
					\$683.00			
					683.00	104210.250	Police EQUIPMENT OPERATIN	Printer 1yr contract
					\$204.81			
					74.69	104140.280	Admin UTILITIES	
					47.90	104140.310	Admin ATTORNEY/IN HOUSE	Copy cost
					74.03	516660.280	Admin UTILITIES	
					8.19	556350.250	Drainage EQUIPMENT OPERA	
					\$1,116.10			
					\$22.62			
					22.62	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039567 -
								Lopez, Eddie

La Verkin City

Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
44411	MEGA-PRO INTERNATIONAL	46202	10/7/2019	10/10/2019	\$382.00	104210.250	Police EQUIPMENT OPERATIN	Emblems on Jackers
44515	MEGA-PRO INTERNATIONAL	46202	10/7/2019	10/10/2019	\$107.25	104253.610	Animal MISC SUPPLIES	Emblems on Jackers
45010	MEGA-PRO INTERNATIONAL	46202	10/7/2019	10/10/2019	\$143.00	104210.250	Police EQUIPMENT OPERATIN	Support services shirts
	Vendor Total:				\$632.25			
572190	NAPA AUTO PARTS	46203	10/7/2019	10/10/2019	\$210.74	104210.450	Police VEHICLE MAINTANCE	Brake rotors
573284	NAPA AUTO PARTS	46203	10/7/2019	10/10/2019	\$2.64	104210.450	Police VEHICLE MAINTANCE	Washer fluid
574501	NAPA AUTO PARTS	46230	10/4/2019	10/25/2019	\$174.35			
					3.49	104160.250	Bldg EQUIPMENT OPERATING	
					10.46	104240.250	Inspect EQUIPMENT OPERATI	
					20.92	104410.250	Streets EQUIPMENT OPERATI	
					8.72	104410.745	Streets STREET IMPROVEME	
					8.73	104510.250	Parks EQUIPMENT OPERATIN	
					76.71	516340.250	O&M EQUIPMENT OPERATIN	
					6.97	516340.450	O&M SYSTEMS MAINTENANC	
					6.97	536310.250	Irrigation EQUIPMENT OPERA	
					3.49	536310.450	Irrigation WATER MAIN REPAIR	
					20.92	556350.250	Drainage EQUIPMENT OPERA	
					6.97	556350.440	Drainage NEW SERVICES	
577848	NAPA AUTO PARTS		10/24/2019	11/10/2019	\$43.24			
					0.86	104160.250	Bldg EQUIPMENT OPERATING	
					2.59	104240.250	Inspect EQUIPMENT OPERATI	
					5.20	104410.250	Streets EQUIPMENT OPERATI	Tailgate handle and bezel
					2.16	104410.745	Streets STREET IMPROVEME	
					2.16	104510.250	Parks EQUIPMENT OPERATIN	
					19.03	516340.250	O&M EQUIPMENT OPERATIN	
					1.73	516340.450	O&M SYSTEMS MAINTENANC	
					1.73	536310.250	Irrigation EQUIPMENT OPERA	
					0.86	536310.450	Irrigation WATER MAIN REPAIR	
					5.19	556350.250	Drainage EQUIPMENT OPERA	
					1.73	556350.440	Drainage NEW SERVICES	
578473	NAPA AUTO PARTS		10/29/2019	11/15/2019	\$49.92			
					1.00	104160.250	Bldg EQUIPMENT OPERATING	
					3.00	104240.250	Inspect EQUIPMENT OPERATI	
					5.97	104410.250	Streets EQUIPMENT OPERATI	motor tune up, stabiliz
					2.50	104410.745	Streets STREET IMPROVEME	
					2.50	104510.250	Parks EQUIPMENT OPERATIN	
					21.96	516340.250	O&M EQUIPMENT OPERATIN	
					2.00	516340.450	O&M SYSTEMS MAINTENANC	
					2.00	536310.250	Irrigation EQUIPMENT OPERA	
					1.00	536310.450	Irrigation WATER MAIN REPAIR	
					5.99	556350.250	Drainage EQUIPMENT OPERA	
					2.00	556350.440	Drainage NEW SERVICES	
	Vendor Total:				\$480.89			
110719	Nuccitelli, Nick	46262	10/28/2019	10/17/2019	\$28.50	104210.230	Police TRAVEL & TRAINING	Chiefs con. 2019 Nov. 7, 19

La Verkin City
Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
133902	Opticare of Utah	46263	10/28/2019	10/8/2019	\$282.90	101562	PEHP/AFLAC Insurance Clearin	Employee EYE
102019	PEHP		10/28/2019	11/9/2019	\$24,271.90	101562	PEHP/AFLAC Insurance Clearin	Employee Insurance
769786	Preston's Mobile Shredding	46205	10/7/2019	10/15/2019	\$25.00	104140.280	Admin UTILITIES	
					14.00	516660.280	Admin UTILITIES	
					10.00	556350.250	Drainage EQUIPMENT OPERA	
2122	Pro-Rooter	46206	10/4/2019	10/10/2019	\$87.00	104510.250	Parks EQUIPMENT OPERATIN	Repair men's park bathroom
09132019	PUBLIC EMPLOYEES LTD PROGRAM	46207	10/7/2019	10/10/2019	\$558.75	101562	PEHP/AFLAC Insurance Clearin	LTD 08/03/19 to 09/13/19
0426-1019	PURCHASE POWER	46264	10/28/2019	10/3/2019	\$504.50	104140.240	Admin OFFICE EXPENSE, SUP	
					232.07	104140.310	Admin ATTORNEY/IN HOUSE	
					45.41	516660.240	Admin OFFICE EXPENSE, SUP	
					141.26	536310.240	Irrigation OFFICE EXPENSE, S	
					25.22	556350.240	Drainage OFFICE EXPENSE, S	
					60.54			
5363	Rees & Hughes, CPA's	46231	10/8/2019	10/25/2019	\$6,000.00	104140.312	Admin AUDITOR	2018 Audit billing
56081	ROADRUNNER MUFFLER & AUTO	46208	10/7/2019	10/15/2019	\$18.00	104210.450	Police VEHICLE MAINTANCE	flat repair 2014 Chev 1500
25236	ROCKY MOUNTAIN INFORMATION NE	46209	10/7/2019	10/7/2019	\$25.00	104210.210	Police BOOKS & MEMBERSHI	Annual membership 7-19 to 6-20
0016-1019	ROCKY MOUNTAIN POWER	46265	10/28/2019	10/30/2019	\$92.69	104253.280	Animal UTILITIES	Animal control
0017-1019	ROCKY MOUNTAIN POWER	46265	10/29/2019	11/1/2019	\$4,029.26	104140.280	Admin UTILITIES	435 N Main, 1/2 @ 111 S Main
					868.09	104210.280	Police UTILITIES	1/2 @ 111 S Main
					168.59	104410.280	Streets UTILITIES	Street lights
					2,411.80	104510.280	Parks UTILITIES	Parks
					179.77	516660.280	Admin UTILITIES	Pump station Sunset View
					380.72	536310.250	Irrigation EQUIPMENT OPERA	Filter station
					20.29			
	Vendor Total:				\$4,121.95			
11136	Rolling Rock Concrete	46266	10/28/2019	11/5/2019	\$181.00	104410.745	Streets STREET IMPROVEME	concrete for 210 W
9A	RUIZ CLEANING SERVICES	46267	10/28/2019	10/24/2019	\$300.00	104160.270	Bldg B&G OPERATION AND M	Cleaning 435 N Main Sept 2019
6397183-04 PO# 3295	SCHOLZEN PRODUCTS CO INC		10/28/2019	11/10/2001	\$35,321.20	516340.440	O&M NEW SERVICES	4G Water meters- 435 meters
6412730	SCHOLZEN PRODUCTS CO INC	46210	10/7/2019	10/10/2019	\$406.07	104253.270	Animal B&G OPERATIONS AN	Supplies for Animal Shelter fencing
					406.07			
6414337	SCHOLZEN PRODUCTS CO INC	46210	10/7/2019	10/10/2019	\$38.84	104253.270	Animal B&G OPERATIONS AN	Supplies for Animal Shelter fencing
					38.84			
3415760	SCHOLZEN PRODUCTS CO INC	46232	10/4/2019	10/25/2019	\$66.94	536310.450	Irrigation WATER MAIN REPAIR	Leon guyman field
					66.94			

La Verkin City
Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
6416121 PO# 3380	SCHOLZEN PRODUCTS CO INC		10/9/2019	11/10/2019	\$1,486.70 1,486.70	536310.450	Irrigation WATER MAIN REPAIR	@ front Irrig connections- out of back 300 S
6417752	SCHOLZEN PRODUCTS CO INC	46210	10/8/2019	10/15/2019	\$33.68 33.68	516340.450	O&M SYSTEMS MAINTENANC	Water tapping tool
6418383	SCHOLZEN PRODUCTS CO INC	46232	10/4/2019	10/25/2019	\$247.66 247.66	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
641857	SCHOLZEN PRODUCTS CO INC	46210	10/8/2019	10/15/2019	\$219.43 219.43	516340.450	O&M SYSTEMS MAINTENANC	New meter
6418757	SCHOLZEN PRODUCTS CO INC		10/29/2019	10/25/2019	\$219.43 219.43	516340.450	O&M SYSTEMS MAINTENANC	Setter w/ dual ck
6419218	SCHOLZEN PRODUCTS CO INC	46232	10/9/2019	10/25/2019	\$60.26 60.26	516340.450	O&M SYSTEMS MAINTENANC	Culinary water repair
6419575	SCHOLZEN PRODUCTS CO INC	46232	10/9/2019	10/25/2019	\$34.15 34.15	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
6419856	SCHOLZEN PRODUCTS CO INC		10/28/2019	11/10/2019	\$170.00 170.00	104253.270	Animal B&G OPERATIONS AN	Gate
6421352	SCHOLZEN PRODUCTS CO INC		10/28/2019	11/10/2019	\$45.90 45.90	516340.450	O&M SYSTEMS MAINTENANC	Culinary repairs
6421414	SCHOLZEN PRODUCTS CO INC		10/28/2019	11/10/2019	\$248.77 248.77	516340.450	O&M SYSTEMS MAINTENANC	Culinary repairs
6421517	SCHOLZEN PRODUCTS CO INC		10/28/2019	11/10/2019	\$224.53 224.53	516340.450	O&M SYSTEMS MAINTENANC	Setter
6422975	SCHOLZEN PRODUCTS CO INC		10/28/2019	11/10/2019	\$108.52 108.52	516340.450	O&M SYSTEMS MAINTENANC	Culinary repairs
6423136	SCHOLZEN PRODUCTS CO INC		10/28/2019	11/10/2019	\$174.67 174.67	516340.450	O&M SYSTEMS MAINTENANC	Culinary repairs
	Vendor Total:				\$39,106.75			
6260002306	Southern Tire Mart	46268	10/29/2019	9/29/2019	\$173.14 173.14	104210.450	Police VEHICLE MAINTANCE	cooper tire 275/60r20
130371	SOUTHERN UTAH DISTRIBUTING INC		10/8/2019	11/10/2019	\$82.98 82.98	104160.250	Bldg EQUIPMENT OPERATING	Trash bags
306827	Southwest Utah Public Health Departme	46269	10/8/2019	10/31/2019	\$100.00 100.00	516340.420	O&M PURIFICATION AND TRE	Water sample testing
7225316615	STAPLES	46211	10/4/2019	10/10/2019	\$12.51 7.01 5.00 0.50	104140.280 516660.280 556350.250	Admin UTILITIES Admin UTILITIES Drainage EQUIPMENT OPERA	
7225820110	STAPLES	46233	10/8/2019	10/25/2019	\$66.97 37.50 26.79 2.68 \$79.48	104140.240 516660.280 556350.250	Admin OFFICE EXPENSE, SUP Admin UTILITIES Drainage EQUIPMENT OPERA	
993019	State Of Utah	46212	10/7/2019	10/10/2019	\$411.71 411.71	103221	Building Permits	1st Qtr 2019 - building permit surcharge

La Verkin City Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
320724 PO# 3389	STEAMROLLER COPIES	46270	10/28/2019	10/25/2019	\$728.00	104540.610	Rec MISCELLANEOUS EXPEN	Banner for Highway
320729	STEAMROLLER COPIES	46213	10/4/2019	10/10/2019	\$3.00	104240.460	Inspect ENGINEER	Cottonwood Hollow
320832 PO# 3386	STEAMROLLER COPIES	46270	10/28/2019	10/25/2019	\$105.60	104540.610	Rec MISCELLANEOUS EXPEN	Post Cards for 5/10K Race
320883	STEAMROLLER COPIES	46270	10/28/2019	11/1/2019	\$3.00	104240.460	Inspect ENGINEER	Engineering copy
1757938	Vendor Total:				\$839.60			
	STEPHEN WADE CHEVROLET	46234	10/8/2019	10/20/2019	\$1,347.61	104160.250	Bldg EQUIPMENT OPERATING	Repairs to 2007 Chevy, replace 2 sensors
					134.76	104240.250	Inspect EQUIPMENT OPERATI	Repairs to 2007 Chevy, replace 2 sensors
					134.76	104410.250	Streets EQUIPMENT OPERATI	Repairs to 2007 Chevy, replace 2 sensors
					134.76	104410.745	Streets STREET IMPROVEME	Repairs to 2007 Chevy, replace 2 sensors
					134.76	104510.250	Parks EQUIPMENT OPERATIN	Repairs to 2007 Chevy, replace 2 sensors
					134.76	516340.450	O&M SYSTEMS MAINTENANC	Repairs to 2007 Chevy, replace 2 sensors
					134.76	536310.250	Irrigation EQUIPMENT OPERA	Repairs to 2007 Chevy, replace 2 sensors
					134.76	536310.450	Irrigation WATER MAIN REPAIR	Repairs to 2007 Chevy, replace 2 sensors
					134.76	556350.250	Drainage EQUIPMENT OPERA	Repairs to 2007 Chevy, replace 2 sensors
					134.77	556350.440	Drainage NEW SERVICES	Repairs to 2007 Chevy, replace 2 sensors
22517	STERLING CODIFIERS, INC	46235	10/7/2019	10/20/2019	\$773.00	104140.460	Admin CONTRACT SERVICES	Supplement #34, Ord. 2019-05,06,07
					432.88		Admin UTILITIES	
					309.20	516660.280	Drainage EQUIPMENT OPERA	
					30.92	556350.250		
					\$869.64		Turn on Fee/Renter Deposit	Deposit Refund: 100039677 - Stratton Construction, Inc
					869.64	512330		
05890	SUNRISE ENGINEERING INC	46271	10/28/2019	11/1/2019	\$216.00	104240.460	Inspect ENGINEER	Cottonwood Hollow
01919	TDS BAJA Broadband	46272	10/28/2019	10/20/2019	\$142.44	104140.290	Admin TELEPHONE/COMMUNI	DSL
					71.22	104253.280	Animal UTILITIES	PHONE
					22.79	536310.290	Irrigation TELEPHONE & COM	DSL
					17.09	556350.290	Drainage TELEPHONE & COM	DSL
					31.34			
0012019	U.S. POSTAL SERVICE	46168	10/1/2019	10/1/2019	\$437.93	104140.240	Admin OFFICE EXPENSE, SUP	
					201.45	104140.310	Admin ATTORNEY/IN HOUSE	
					39.41	516660.240	Admin OFFICE EXPENSE, SUP	

La Verkin City
Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Input Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
3520473203	UniFirst Corporation	46237	10/4/2019	10/25/2019	21.90	536310.240	Irrigation OFFICE EXPENSE, S	
					52.55	556350.240	Drainage OFFICE EXPENSE, S	
					\$62.84			
					1.26	104160.250	Bldg EQUIPMENT OPERATING	
					3.77	104240.250	Inspect EQUIPMENT OPERATI	
					7.54	104410.250	Streets EQUIPMENT OPERATI	
					3.14	104410.745	Streets STREET IMPROVEME	
					3.15	104510.250	Parks EQUIPMENT OPERATIN	
					27.65	516340.250	O&M EQUIPMENT OPERATIN	
					2.51	516340.450	O&M SYSTEMS MAINTENANC	
3520473694	UniFirst Corporation	46237	10/4/2019	10/25/2019	2.51	536310.250	Irrigation EQUIPMENT OPERA	
					1.26	536310.450	Irrigation WATER MAIN REPAIR	
					7.54	556350.250	Drainage EQUIPMENT OPERA	
					2.51	556350.440	Drainage NEW SERVICES	
					\$62.84			
					1.26	104160.250	Bldg EQUIPMENT OPERATING	
					3.77	104240.250	Inspect EQUIPMENT OPERATI	
					7.54	104410.250	Streets EQUIPMENT OPERATI	
					3.14	104410.745	Streets STREET IMPROVEME	
					3.15	104510.250	Parks EQUIPMENT OPERATIN	
3520474189	UniFirst Corporation	46273	10/28/2019	11/5/2019	27.65	516340.250	O&M EQUIPMENT OPERATIN	
					2.51	516340.450	O&M SYSTEMS MAINTENANC	
					2.51	536310.250	Irrigation EQUIPMENT OPERA	
					1.26	536310.450	Irrigation WATER MAIN REPAIR	
					7.54	556350.250	Drainage EQUIPMENT OPERA	
					2.51	556350.440	Drainage NEW SERVICES	
					\$62.84			
					1.26	104160.250	Bldg EQUIPMENT OPERATING	
					3.77	104240.250	Inspect EQUIPMENT OPERATI	
					7.55	104410.250	Streets EQUIPMENT OPERATI	
3520474681	UniFirst Corporation	10/28/2019	11/10/2019		3.14	104410.745	Streets STREET IMPROVEME	
					3.14	104510.250	Parks EQUIPMENT OPERATIN	
					27.65	516340.250	O&M EQUIPMENT OPERATIN	
					2.51	516340.450	O&M SYSTEMS MAINTENANC	
					2.51	536310.250	Irrigation EQUIPMENT OPERA	
					1.26	536310.450	Irrigation WATER MAIN REPAIR	
					7.54	556350.250	Drainage EQUIPMENT OPERA	
					2.51	556350.440	Drainage NEW SERVICES	
					\$62.84			
					1.26	104160.250	Bldg EQUIPMENT OPERATING	
520475182	UniFirst Corporation	10/28/2019	11/10/2019		3.77	104240.250	Inspect EQUIPMENT OPERATI	
					7.55	104410.250	Streets EQUIPMENT OPERATI	
					3.14	104410.745	Streets STREET IMPROVEME	
					3.14	104510.250	Parks EQUIPMENT OPERATIN	
					27.65	516340.250	O&M EQUIPMENT OPERATIN	
					2.51	516340.450	O&M SYSTEMS MAINTENANC	
					2.51	536310.250	Irrigation EQUIPMENT OPERA	
					1.26	536310.450	Irrigation WATER MAIN REPAIR	
					7.54	556350.250	Drainage EQUIPMENT OPERA	
					2.51	556350.440	Drainage NEW SERVICES	
520475182	UniFirst Corporation	10/28/2019	11/10/2019		\$62.84			
					1.26	104160.250	Bldg EQUIPMENT OPERATING	
					3.77	104240.250	Inspect EQUIPMENT OPERATI	

La Verkin City

Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
1578322	UTAH LOCAL GOVERNMENT TRUST		10/28/2019	11/10/2019	\$1,229.27	104410.250	Streets EQUIPMENT OPERATI	
					1,229.27	104410.745	Streets STREET IMPROVEME	
1578323	UTAH LOCAL GOVERNMENT TRUST		10/28/2019	11/10/2019	\$448.00	104510.250	Parks EQUIPMENT OPERATIN	
1578324	UTAH LOCAL GOVERNMENT TRUST		10/28/2019	11/10/2019	(\$87.26)	516340.250	O&M EQUIPMENT OPERATIN	
1578325	UTAH LOCAL GOVERNMENT TRUST		10/28/2019	11/10/2019	\$1,427.45	516340.450	O&M SYSTEMS MAINTENANC	
					1,427.45	536310.250	Irrigation EQUIPMENT OPERA	
					\$3,017.46	536310.450	Irrigation WATER MAIN REPAIR	
						556350.250	Drainage EQUIPMENT OPERA	
						556350.440	Drainage NEW SERVICES	
	Vendor Total:							
PR092719-501	UTAH RETIREMENT SYSTEMS	10022019	10/2/2019	10/2/2019	\$9,164.33	102223	ULGT Life Insurance Clearing	Life insurance
					974.96	102223	Admin INSURANCE	Position schedule bond
					8,189.37	102223	Admin INSURANCE	contractor refund
					\$9,318.28	102223	Workers Comp Clearing	Workers comp
					982.83	102223	Retirement Payable	401k Retirement
					8,335.45	102223	Retirement Payable	401k Retirement
					\$9,554.21	102223	Retirement Payable	401k Retirement
					993.04	102223	Retirement Payable	401k Retirement
					8,561.17	102223	Retirement Payable	401k Retirement
	Vendor Total:				\$28,036.82			
PR092719-449	Utah State Tax Commission		10/2/2019	10/2/2019	\$1,850.16	102222	State Withholding	State Income Tax
PR093019-449	Utah State Tax Commission		10/2/2019	10/2/2019	\$50.00	102222	State Withholding	State Income Tax
PR101119-449	Utah State Tax Commission		10/11/2019	10/11/2019	\$1,867.19	102222	State Withholding	State Income Tax
PR102519-449	Utah State Tax Commission		10/30/2019	10/30/2019	\$1,972.49	102222	State Withholding	State Income Tax
	Vendor Total:				\$5,739.84			
840080605	VERIZON WIRELESS	46274	10/28/2019	10/30/2019	\$815.87	104140.290	Admin TELEPHONE/COMMUNI	
					109.98	104210.290	Police TELEPHONE	
					255.18	104230.290	Victims TELEPHONE	
					44.98	516660.290	Admin TELEPHONE & COMMU	
					405.73			
3582	WASHINGTON CO SOLID WASTE	46238	10/8/2019	10/25/2019	\$19,490.92	546260.410	Garbage PAYMENT TO WASH	Unit billing
					19,490.92			
2959	WCWCD	46275	10/28/2019	10/25/2019	\$2,831.09	516660.410	Admin PRODUCT OR SERVIC	Sept 2019 Water development surcharge fees
					2,831.09			

La Verkin City
Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
12976	WCWCD	46275	10/28/2019	10/25/2019	\$6,743.70	516660.440	Admin CONNECTION COSTS	Sept 2019 Residential connections
	Vendor Total:				\$9,574.79			
R11001192	Weeks, James	ACH.7220.1002191313	10/1/2019	10/1/2019	\$1,200.00	104140.311	Admin ATTORNEY	
5161273-1119	ZIONS BANK- TRUST OPERATIONS	46276	10/28/2019	10/15/2019	\$262.50	301580	Zions Bank Clearing account	Sales tax reserve
0161013	ZIONS FIRST NATIONAL BANK CC		10/29/2019	11/10/2019	\$34.86	104210.260	Police STATE LIQUOR	ziplock bags
09182019	ZIONS FIRST NATIONAL BANK CC	9182019	10/1/2019	9/18/2019	(\$229.00)	104140.610	Admin MISCELLANEOUS SER	Credit card credit
092519-7245	ZIONS FIRST NATIONAL BANK CC		10/7/2019	10/10/2019	\$25.00	104210.610	Police MISC SUPPLIES	vinyl badge for front door 111 S Main
092819	ZIONS FIRST NATIONAL BANK CC		10/7/2019	10/10/2019	\$47.91	104160.250	Bldg EQUIPMENT OPERATING	
					0.96	104240.250	Inspect EQUIPMENT OPERATI	
					2.87	104410.250	Streets EQUIPMENT OPERATI	Rubber mat
					5.73	104410.250	Streets STREET IMPROVEME	
					2.40	104410.745	Parks EQUIPMENT OPERATI	
					2.40	104510.250	O&M EQUIPMENT OPERATI	
					21.08	516340.250	O&M SYSTEMS MAINTENANC	
					1.92	516340.450	Irrigation EQUIPMENT OPERA	
					1.92	536310.250	Drainage WATER MAIN REPAIR	
					0.96	536310.450	Drainage EQUIPMENT OPERA	
					5.75	556350.250	Drainage NEW SERVICES	
					1.92	556350.440		
100919	ZIONS FIRST NATIONAL BANK CC		10/9/2019	11/10/2019	\$64.00	104240.220	Inspect BOOKS & MEMBERSHI	State building license renewal
101019	ZIONS FIRST NATIONAL BANK CC		10/28/2019	10/10/2019	\$349.00	104210.230	Police TRAVEL & TRAINING	J Barker S&S training in cedar
114607889	ZIONS FIRST NATIONAL BANK CC		10/28/2019	10/15/2019	\$210.00	104210.230	Police TRAVEL & TRAINING	FBI accademy Utah- B Lee Nov. 10-13
1202124046	ZIONS FIRST NATIONAL BANK CC		10/28/2019	10/7/2019	\$14.99	104210.260	Police STATE LIQUOR	Adapter
1202124086	ZIONS FIRST NATIONAL BANK CC		10/28/2019	10/7/2019	\$5.88	104210.260	Police STATE LIQUOR	Adapter
1434	ZIONS FIRST NATIONAL BANK CC		10/29/2019	11/10/2019	\$126.05	104210.260	Police STATE LIQUOR	Evidence tubes
15656	ZIONS FIRST NATIONAL BANK CC		10/24/2019	11/10/2019	\$106.24	104160.250	Bldg EQUIPMENT OPERATING	
					2.12	104240.250	Inspect EQUIPMENT OPERATI	
					6.37	104410.250	Streets EQUIPMENT OPERATI	Phone case + protection
					12.75	104410.250	Streets STREET IMPROVEME	
					5.31	104410.745	Parks EQUIPMENT OPERATI	
					5.32	104510.250	O&M EQUIPMENT OPERATI	
					46.75	516340.250	O&M SYSTEMS MAINTENANC	
					4.25	516340.450	Irrigation EQUIPMENT OPERA	
					4.25	536310.250		

La Verkin City

Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
18132393	ZIONS FIRST NATIONAL BANK CC		10/28/2019	10/7/2019	2.12	536310.450	Irrigation WATER MAIN REPAIR	
					12.75	556350.250	Drainage EQUIPMENT OPERA	
					4.25	556350.440	Drainage NEW SERVICES	
53813	ZIONS FIRST NATIONAL BANK CC		10/29/2019	11/10/2019	\$455.87	104210.260	Police STATE LIQUOR	Target, ammo
5581062	ZIONS FIRST NATIONAL BANK CC		10/7/2019	11/10/2019	\$51.90	104210.250	Police EQUIPMENT OPERATIN	Motorola battery case
5999406	ZIONS FIRST NATIONAL BANK CC		10/29/2019	11/10/2019	\$59.99	104210.260	Police STATE LIQUOR	Display professional graphics board
63273946	ZIONS FIRST NATIONAL BANK CC		10/7/2019	10/10/2019	\$35.45	104210.260	Police STATE LIQUOR	Antenna, saline solution
92519-7245	ZIONS FIRST NATIONAL BANK CC		10/7/2019	10/10/2019	\$484.85	104210.260	Police STATE LIQUOR	Ammo, magazine, Dueling tree
P19295319	ZIONS FIRST NATIONAL BANK CC		10/7/2019	10/10/2019	\$42.60	104210.610	Police MISC SUPPLIES	sympathy plant for C Freitas
	Vendor Total:				\$334.60	104210.260	Police STATE LIQUOR	9v Lithium batteries
					334.60			
PR092719-234	ZIONS FIRST NATIONAL BANK.	10022019	10/2/2019	10/2/2019	\$9,095.88	102221	FICA & FWT Withholding	Social Security Tax
					5,296.96	102221	FICA & FWT Withholding	Medicare Tax
					1,238.76	102221	FICA & FWT Withholding	Federal Income Tax
PR093019-234	ZIONS FIRST NATIONAL BANK.	10022019	10/2/2019	10/2/2019	\$335.60	102221	FICA & FWT Withholding	Social Security Tax
					231.44	102221	FICA & FWT Withholding	Medicare Tax
					54.16	102221	FICA & FWT Withholding	Federal Income Tax
PR101119-234	ZIONS FIRST NATIONAL BANK.	10112019	10/11/2019	10/11/2019	\$9,157.32	102221	FICA & FWT Withholding	Social Security Tax
					5,323.06	102221	FICA & FWT Withholding	Medicare Tax
					1,244.90	102221	FICA & FWT Withholding	Federal Income Tax
PR102519-234	ZIONS FIRST NATIONAL BANK.	10112019	10/30/2019	10/30/2019	\$9,650.42	102221	FICA & FWT Withholding	Social Security Tax
					5,546.14	102221	FICA & FWT Withholding	Medicare Tax
					1,297.10	102221	FICA & FWT Withholding	Federal Income Tax
	Vendor Total:				\$28,239.22			
					\$28,239.22			
					\$269,123.97			
					28,896.15	101562	PEHP/AFLAC Insurance Clearin	
					1,229.27	101563	ULGT Life Insurance Clearing	
					1,427.45	101564	Workers Comp Clearing	
					28,239.22	102221	FICA & FWT Withholding	
					5,739.84	102222	State Withholding	
					28,036.82	102223	Retirement Payable	
					3,310.34	102224	Health Savings Account	
					267.78	102225	Misc Payable	
					287.50	102331	Building/Park Rental deposit	
					411.71	103221	Building Permits	
					3,256.00	103801.7	Impact fees - Parks & Recreation	
					250.00	104121.240	Police JUSTICE COURT	

La Verkin City

Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					200.93	104140.230	Admin TRAVEL & TRAINING	
					490.19	104140.240	Admin OFFICE EXPENSE, SUP	
					97.59	104140.250	Admin EQUIPMENT OPERATIN	
					1,492.76	104140.280	Admin UTILITIES	
					372.02	104140.290	Admin TELEPHONE/COMMUNI	
					327.72	104140.310	Admin ATTORNEY/IN HOUSE	
					1,200.00	104140.311	Admin ATTORNEY	
					6,000.00	104140.312	Admin AUDITOR	
					1,265.79	104140.315	Admin COMPUTER EQUIPME	
					432.88	104140.460	Admin CONTRACT SERVICES	
					360.74	104140.510	Admin INSURANCE	
					43.95	104140.610	Admin MISCELLANEOUS SER	
					296.82	104160.250	Bldg EQUIPMENT OPERATING	
					650.48	104160.270	Bldg B&G OPERATION AND M	
					25.00	104210.210	Police BOOKS & MEMBERSHI	
					647.50	104210.230	Police TRAVEL & TRAINING	
					3,195.78	104210.250	Police EQUIPMENT OPERATIN	
					1,552.54	104210.260	Police STATE LIQUOR	
					221.80	104210.280	Police UTILITIES	
					255.18	104210.290	Police TELEPHONE	
					94.06	104210.315	Police COMPUTER EQUIPMEN	
					404.52	104210.450	Police VEHICLE MAINTANCE	
					71.09	104210.610	Police MISC SUPPLIES	
					44.98	104230.290	Victims TELEPHONE	
					101.66	104230.300	Victims FUEL	
					9.94	104230.315	Victims COMPUTER EQUIPME	
					64.00	104240.220	Inspect BOOKS & MEMBERSHI	
					372.39	104240.250	Inspect EQUIPMENT OPERATI	
					764.00	104240.460	Inspect ENGINEER	
					33.71	104253.250	Animal EQUIPMENT OPERATI	
					944.32	104253.270	Animal B&G OPERATIONS AN	
					291.45	104253.280	Animal UTILITIES	
					262.08	104253.610	Animal MISC SUPPLIES	
					629.44	104410.250	Streets EQUIPMENT OPERATI	
					2,411.80	104410.280	Streets UTILITIES	
					538.37	104410.745	Streets STREET IMPROVEME	
					1,000.00	104510.120	Parks PART TIME EMPLOYEE	
					2,708.52	104510.250	Parks EQUIPMENT OPERATIN	
					186.93	104510.280	Parks UTILITIES	
					160.00	104510.410	Parks CEMETARY IMPROVEM	
					887.39	104540.610	Rec MISCELLANEOUS EXPEN	
					1,857.40	104620.610	Comm COMMUNITY DEVELOP	
					134,319.80		Total	
					262.50	301580	Zions Bank Clearing account	
					11,949.30	304716.810	Principal Payment - 2018.210 S	
					1,713.41	304716.820	Interest Payment - 2018.210 So	
					13,925.21		Total	
					198.22	511311	Accounts Receivable	
					1,426.19	512330	Turn on Fee/Renter Deposit	
					1,739.47	516340.250	O&M EQUIPMENT OPERATIN	
					100.00	516340.420	O&M PURIFICATION AND TRE	
					35,321.20	516340.440	O&M NEW SERVICES	
					3,177.66	516340.450	O&M SYSTEMS MAINTENANC	
					263.88	516660.240	Admin OFFICE EXPENSE, SUP	
					1,133.49	516660.280	Admin UTILITIES	

La Verkin City

Invoice Register - 9/26/2019 to 10/31/2019 - All Invoices

10/30/2019

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					405.73	516660.290	Admin TELEPHONE & COMMU	
					667.91	516660.315	Admin SOFTWARE OR INFOR	
					3,399.63	516660.410	Admin PRODUCT OR SERVIC	
					6,743.70	516660.440	Admin CONNECTION COSTS	
					54,577.08		Total	
					42,877.11	526260.520	Sewer PAYMENT TO ASH CRE	
					47.12	536310.240	Irrigation OFFICE EXPENSE, S	
					406.22	536310.250	Irrigation EQUIPMENT OPERA	
					62.89	536310.290	Irrigation TELEPHONE & COM	
					50.00	536310.315	IrrigationCOMPUTER EQUIPM	
					2,089.26	536310.450	Irrigation WATER MAIN REPAIR	
					2,655.49		Total	
					19,490.92	546260.410	Garbage PAYMENT TO WASH	
					113.09	556350.240	Drainage OFFICE EXPENSE, S	
					707.07	556350.250	Drainage EQUIPMENT OPERA	
					115.31	556350.290	Drainage TELEPHONE & COM	
					50.00	556350.315	Drainage SOFTWARE & COMP	
					292.89	556350.440	Drainage NEW SERVICES	
					1,278.36		Total	
					\$269,123.97		GL Account Summary Total	



City of LaVerkin

435 North Main St., LaVerkin Utah, 84745

(435) 635-2581 Fax (435) 635-2104

www.laverkin.org

RESOLUTION R-2019-__

A RESOLUTION PROVIDING FOR AND SETTING THE FEES TO BE ASSESSED AND COLLECTED FOR THE PROVISION OF NOTARY OR NOTARIAL SERVICES TO PERSONS OTHER THAN PRIMARY RESIDENTS OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City has one or more officers or employees who are qualified notaries (*a.k.a.*, notaries public), commissioned by the state of Utah; and

WHEREAS, it has been the practice of the City to offer and provide notary or notarial services, as time permits, when a qualified notary is available; and

WHEREAS, it has been the practice of the City to not charge for the provision of this service; and

WHEREAS, in recent years, there has been an increasing number of nonresidents of the City, as well as part-time residents or landowners of property situated within the City, who have requested notary or notarial services, sometimes for numerous documents (individually or cumulatively, for petition efforts), petitions, and/or other legal or legalized paperwork; and

WHEREAS, the provision of services has become burdensome to the City, particularly with regards to petitions, where numerous individuals are in need of such services and come to the City, having learned that the City does not charge therefor as most other notaries do; and

WHEREAS, Section 46-1-12, *Utah Code Annotated* (1953, as amended), sets forth the maximum charge which may be assessed and collected for the provision of notary or notarial services (*see Exhibits A and B*, attached hereto, the provisions of which are hereby incorporated as though fully set forth herein); and

WHEREAS, it is the opinion of City Staff and the considered opinion and determination of the City Council that the \$5.00 maximum fee provided for by law prior to November 1, 2019, as set forth in **Exhibit A** (the provisions of which are hereby incorporated as though fully set forth herein), is reasonable, and that the assessment and collection thereof for services provided for individuals who are not primary residents of the City of LaVerkin or businesses duly authorized or licensed to do business in the City, is fair and reasonable, would defray much of the cost of (and/or mitigate or reduce the number requesting) the provision of such services—thus reducing the burden on the City, and is and would be in the best interests of the City and its residents; and

RESOLUTION NO. R-2019-__

WHEREAS, State law has been updated to provide for the assessment of higher fees than those provided for herein, the City Council reserves the right to revisit and adjust the fees established hereunder if and when it deems it prudent to do so effectuate the purposes set forth herein.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of LaVerkin, as follows:

SECTION I: SETTING OF USER FEES.

The City Council of the City of LaVerkin sets the fees to be assessed and collected for the provision of notary or notarial services, to persons and businesses *other than* primary residents of the City and businesses duly authorized or licensed to do business in the City, as the \$5.00 maximum allowed under and in accordance with Section 46-1-12, *Utah Code Annotated* (1953, as amended), in effect prior to November 1, 2019, and attached hereto as **Exhibit A**, the provisions of which are hereby incorporated as though fully set forth herein); and requests that the City's Fee Schedule be revised to reflect the addition of such fees.

SECTION II: REPEAL OF CONFLICTING PROVISIONS.

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

SECTION III: SEVERABILITY.

The sections, paragraphs, sentences, clauses, and phrases of this Resolution 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 Resolution.

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 Resolution take effect immediately upon passage.

PASSED, APPROVED AND SIGNED this ____ day of _____, 2019.

LaVERKIN CITY

ATTEST:

RICHARD M. HIRSCHI, Mayor

CHRISTY BALLARD, City Recorder

Exhibit "A"

46-1-12. Fees and notice. [Effective until November 1, 2019]

- (1) The maximum fees that may be charged by a notary for notarial acts are for:

 - (a) acknowledgments, \$5 per signature;
 - (b) certified copies, \$5 per page certified;
 - (c) jurats, \$5 per signature; and
 - (d) oaths or affirmations without a signature, \$5 per person.
- (2) A notary may charge a travel fee, not to exceed the approved federal mileage rate, when traveling to perform a notarial act if:

 - (a) the notary explains to the person requesting the notarial act that the travel fee is separate from the notarial fee in Subsection (1) and is neither specified nor mandated by law; and
 - (b) the notary and the person requesting the notarial act agree upon the travel fee in advance.
- (3) A notary shall display an English-language schedule of fees for notarial acts and may display a nonEnglish-language schedule of fees.
- (4)

 - (a) The fee of a notary shall not exceed \$5 per individual for each set of forms relating to a change of that individuals immigration status.
 - (b) The fee limitation in Subsection (4)(a) shall apply whether or not the notary is acting as a notary but does not apply to a licensed attorney, who is also a notary rendering professional services regarding immigration matters.

Exhibit “B”

46-1-12. Fees and notice. [Effective November 1, 2019]

- (1)**
 - (a)** Except as provided in Subsection (1)(b), the maximum fees a notary may charge for notarial acts are:
 - (i)** for an acknowledgment, \$10 per signature;
 - (ii)** for a certified copy, \$10 per page certified;
 - (iii)** for a jurat, \$10 per signature;
 - (iv)** for an oath or affirmation without a signature, \$10 per person; and
 - (v)** for each signature witnessing, \$10.
 - (b)** The maximum fee a remote notary may charge for an item described in Subsection (1)(a) that the remote notary performs as a part of a remote notarization is \$25.
- (2)** A notary may charge a travel fee, not to exceed the approved federal mileage rate, when traveling to perform a notarial act if:
 - (a)** the notary explains to the person requesting the notarial act that the travel fee is separate from the notarial fee in Subsection (1) and is neither specified nor mandated by law; and
 - (b)** the notary and the person requesting the notarial act agree upon the travel fee in advance.
- (3)** A notary shall display an English-language schedule of fees for notarial acts and may display a non-English-language schedule of fees.
- (4)**
 - (a)** A notary may not charge a fee of more than \$10 per individual for each set of forms relating to a change of that individuals immigration status.
 - (b)** The fee limitation described in Subsection (4)(a) applies regardless of whether the notary is acting as a notary but does not apply to a licensed attorney, who is also a notary rendering professional services regarding immigration matters.

#3

Show # 19214

Fireworks Merchandise Contract and Purchase Order

THIS CONTRACT entered into on October 21, 2019 by and between LANTIS PRODUCTIONS INC (hereinafter referred to as LANTIS), and LaVerkin City , Utah (hereinafter to as "client").

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, certain fireworks (1.3G Explosives) as per our proposal made a part hereof. Title passes only upon full payment. No warranty, except merchantability shall apply to this material.

CLIENT shall pay LANTIS the sum of Three Thousand Three Hundred and NO/100 (\$3,300.00), in United States Currency, according to the following terms and conditions:

- | | |
|---|-------------|
| 1. Deposit due upon execution of contract | \$ 1,650.00 |
| 2. Balance due at time of delivery | \$ 1,650.00 |

Deposits due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless other directed in writing.

Note: Balance due must be given to the authorized representative of LANTIS at time of delivery before Fireworks are released.

Said merchandise shall be picked up by the Client in an authorized truck and properly licensed driver to the location specified by CLIENT, which may not be a private residence. CLIENT hereby acknowledges that storage of Fireworks (1.3 G Explosives) is subject to numerous federal, state, and local regulations, and CLIENT assumes all responsibility for such storage.

CLIENT hereby warrants that it is eligible to receive said Fireworks (class 1.3G Explosives) under all applicable rules and regulations.

CLIENT hereby states that it fully understands the proper handling and use of these Fireworks (1.3G explosives) and agrees to hold harmless and absolve LANTIS and it suppliers from legal actions that may arise from use and handling of these explosive products being release to CLIENT's care and custody.

It is agreed that this contract shall be governed by the laws of the state of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 2 % per month (AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PER CENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or

provision of this Contact, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

Lantis

Executed on behalf of LANTIS PRODUCTIONS INC. this October 21, 2019, at Fairfield, UT.



By: _____
Kenneth L. Lantis, President

Executed on behalf of La Verkin City, Utah this _____ day of _____, 2019
LaVerkin, Utah.

By: _____

Type Name _____

Title: _____

CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show # 19214

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor

Show Sponsor: LaVerkin City, Utah

PO# _____

Billing Address: 100 South Main Street, LaVerkin, Utah 84745

Show Date: December 7, 2019

Approximate Time AM / PM

Show Delivery Location: LaVerkin, Utah

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact

2ND Alternate

Kyle Gubler

Name

Name

Address

Address

City, State, Zip

City, State, Zip

435-635-2581

Phone Home Office Cell

Phone Home Office Cell

Specific Address of Display Site: _____

Routing to Location from Major Highway: _____

Extremely Important Nearest Airport:

Approximate Distance: _____ Miles

○ Additional Comments. ____ Use reverse side if needed



LANTIS
Fireworks & Lasers

Lantis Fireworks & lasers

P.O. Box 491
Draper, Utah 84020
801-768-2255 fax 801-768-2433

Invoice No.

19214

INVOICE

Customer

Name LaVerkin City
Address 435 North Main
City LaVerkin City State UT Zip 84745
Phone 435-680-1249

Date 10/21/2019
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	Ship Show of Fireworks for Winterfest	\$3,300.00	\$3,300.00

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$3,300.00
Shipping & Handling	\$0.00
Taxes	State
TOTAL	\$3,300.00

Office Use Only

Thank You

Kevin Bennett

From: Ben Lee
Sent: Wednesday, October 30, 2019 2:32 PM
To: Kevin Bennett; Mayor; Kyle Gubler
Cc: Richard Hirschi
Subject: Fw: JAG and SAFG Application Signatures Requested.
Attachments: 2018 JAG Cert. (Local Gov.).pdf; La Verkin City PD (1).doc; La Verkin City PD.doc

Kevin,

I have applied and am in the approval process for these two grants (State Asset Forfeiture Grant and Justice Assistance Grant). Would you please look over and bring any concerns to Monday's meeting, or when you are able?

Chief Benjamin Lee

La Verkin Police Department
435 N Main St
La Verkin, UT 84745
OH435-635-0427
F#435-635-0758

From: Richard Ziebarth <rzebarth@utah.gov>
Sent: Tuesday, October 29, 2019 13:46
To: Ben Lee <ben.lee@laverkincity.org>
Subject: Fwd: JAG and SAFG Application Signatures Requested.

Hello Ben,

Your JAG and SAFG grant applications look good. In order for CCJJ to begin the approval process, I will need you obtain the following signatures on both grant applications (**use the attached applications only**). Once signed, you will need to send copies to me for final CCJJ approval. Keep in mind that your grant is not active until CCJJ has signed and approved it. Also be aware that all grants from CCJJ are reimbursement only. You will need to keep invoices of your grant related expenses and request reimbursement from CCJJ (instructions on this process will be provided at a later date). All JAG and SAFG grant awards will not be active until 1/1/2020. **Do not make any grant related purchases prior to 1/1/2020.**

Here's what I need from you in order to start the approval process for your grants:

- 1) **JAG City/County Attorney Certification Form** (see attached) - Please have your **City or County Attorney** review and sign the attached certification form. This form is required in order to receive JAG grant funding from CCJJ. Return the signed form to me.
- 2) **JAG and SAFG Grant Applications** - (**use the attached applications only**) and have your **City or County Mayor or Manager** sign the application Cover Page (page 1) and the Grant Conditions at the bottom of the last page of both grants.

Thanks, Richard

#4

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

FY 2018 Edward Byrne Memorial Justice Assistance Grant Program

**Certification of Compliance with 8 U.S.C. §§ 1373 & 1644 by Prospective Subrecipient:
Recipient State subaward to a Local Government**

On behalf of the local government named below as the "prospective subrecipient," and in support of its request to the "Recipient State" identified above for a subaward from the grant awarded to the U.S. Department of Justice (USDJ) under the FY 2018 Edward Byrne Memorial Justice Assistance Grant Program ("the FY 2018 JAG Program"), I certify to the Recipient State, and also certify to USDJ, that all of the following are true and correct:

- (1) I am the chief legal officer of the local government named below as the prospective subrecipient, and I have the authority to make this certification on its behalf. I understand that this certification will be relied upon as a material representation in any decision to make a subaward to the prospective subrecipient under the FY 2018 JAG Program.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) and (b), and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the prospective subrecipient) understand that if the prospective subrecipient receives a subaward under the FY 2018 JAG Program—
 - (a) the subrecipient (and agencies or other entities thereof) must comply with 8 U.S.C. §§ 1373 & 1644, throughout the period of performance for the subaward, with respect to any "program or activity" funded in whole or in part with the subaward; and
 - (b) the subrecipient may not make a lower-tier subaward to a State or local government, or to a "public" institution of higher education, unless the subrecipient first obtains a certification of compliance with 8 U.S.C. §§ 1373 & 1644 (on a form provided by USDJ), properly executed by the chief legal officer of the jurisdiction or educational institution that would receive it.
- (4) I (and also the prospective subrecipient) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4), and that terms used in this certification that are defined in 8 U.S.C. §§ 10101 through 10105 are to be read in accordance with those definitions. I also understand that one of the purposes of this certification is to ensure that the prospective subrecipient (and any agency or other entity thereof) understands that neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a "local government" (or an agency or other entity thereof) for purposes of this certification.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which shall not be understood to include any "program or activity" of any planned subrecipient of a lower-tier subaward):
 - (a) the "program or activity" to be funded (in whole or in part) with the requested subaward; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" to be funded with that subaward (if received) that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) or (b), and 1644, whether imposed by a State or local government entity, agency, or official.
- (6) As of the date of this certification, neither the prospective subrecipient nor any entity, agency, or official of the prospective subrecipient (nor any entity, agency, or official of any planned subrecipient of a lower-tier subaward) is subject to or bound by, any prohibition or any restriction that applies to the "program or activity" to be funded with that subaward (if received) of the type described in 8 U.S.C. §§ 1373(a) or (b), and 1644, whether imposed by a State or local government entity, agency, or official. I shall not be understood to have intended to pass on any such "prohibition or activity" of any planned subrecipient of a lower-tier subaward, and that deals with either—(1) a government entity or official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

Local government that is the "prospective subrecipient" of a subaward of funds from the FY 2018 JAG Program

Signature of chief legal officer of the prospective subrecipient

Title of chief legal officer of the prospective subrecipient

Printed name of chief legal officer of the prospective subrecipient

Date of certification

 State of Utah Commission on Criminal and Juvenile Justice Utah State Capitol Complex East Office Building, Suite E330 Salt Lake City, Utah 84114-2330 Ph: (801) 538-1031 Fax: (801) 538-1024		 Utah Commission on Criminal and Juvenile Justice								
Federal FY 2018 - Justice Assistance Grant (JAG) - Block Grant		CCJJ Grant # 18A								
1. Your Agency Name and Address: La Verkin Police Department 111 S Main St La Verkin, UT, 84745-5712										
2. Agency Contact (Grant Project Director): Benjamin Lee										
3. Phone Number: 435-635-0427 x101										
4. E-mail Address: Ben.lee@lawerkindty.org										
5. Grant Start Date and End Date: 1/1/2020 through 6/30/2020										
6. Federal Tax Identification Number (87-?????): 87-0302950										
7. DUNS # 10 271 1371										
8. INDIRECT COSTS – New federal regulations allow you to request indirect costs. If you choose to request indirect costs it will come directly from funds you are applying for in this grant. CCJJ will not increase your grant award to cover indirect costs. If you are only requesting equipment, supplies and operating (ESO) in this application then you will need to select option 1 - Waive indirect costs. More information on indirect costs can be found page 10 (condition # 28) of this application. Please CHECK only ONE: 1) ☒ NO, We waive indirect costs 2) ☐ YES, MTDC Rate (____%) 3) ☐ YES, Request 10% minimum										
9. Application Budget Summary: <table border="1"> <tr> <td>Equipment, Supplies and Operating (ESO):</td> <td>\$4,500</td> </tr> <tr> <td>Travel and Training:</td> <td>\$0</td> </tr> <tr> <td>Indirect Costs:</td> <td>\$0</td> </tr> <tr> <td>Total Grant Funds:</td> <td>\$4,500</td> </tr> </table> Signatures constitute acceptance of all grant conditions and certified assurances.			Equipment, Supplies and Operating (ESO):	\$4,500	Travel and Training:	\$0	Indirect Costs:	\$0	Total Grant Funds:	\$4,500
Equipment, Supplies and Operating (ESO):	\$4,500									
Travel and Training:	\$0									
Indirect Costs:	\$0									
Total Grant Funds:	\$4,500									
10. *Print Name and Title of Official Authorized to Sign La Verkin City Mayor or Manager		11. *Signature of Official Authorized to Sign								
For CCJJ use ONLY										
Kim Cordova, Executive Director of CCJJ										

* Official authorized to sign includes: City/County Mayor or Manager or Commissioner, Agency Director or President

Application Budget

Please respond to sections A - B.

A - Equipment, Supplies and Operating (ESO) - If you are requesting grant funding in the ESO budget category then please itemize your purchases to include cost and quantity (FYI: ESO purchases must follow the regular procurement policies of your agency or the State of Utah if your agency has no procurement policies).

Patrol Equipment: Total \$3,500

Firearms and Firearm related equipment- \$3,500

Computer Technology \$1,000

Computer and peripherals \$1,000

A - Total Grant Funds Requested for Equipment, Supplies and Operating (ESO) = \$4,500

B - Travel/Training - if you are requesting grant funding in the Travel/Training budget category then describe the Travel/Training costs you will pay for with JAG funds. Include your travel destination, travel purpose, cost of lodging, per diem, ground transport, airfare, etc. (FYI: Travel costs must follow state of Utah travel rates unless your agency travel rates are more restrictive. See State of Utah Travel Rates: <http://fleet.utah.gov/menu-state-travel.html>)

B - Total Grant Funds Requested for Travel/Training = \$0.00

Total Grant Funds Requested (A + B) = \$4,500

APPENDIX 1

GRANT ASSURANCES, CONDITIONS, CERTIFICATIONS AND REQUIREMENTS

FY 2017

Utah Commission on Criminal and Juvenile Justice (CCJJ) Administered Federal Awards

Revised - January 2019

I. CERTIFIED ASSURANCES AND GRANT CONDITIONS

1. The applicant assures that grant funds awarded under CCJJ administered federal funds authorized by Congress and administered by the U.S. Department of Justice - Bureau of Justice Assistance (BJA), will not supplant State or local funds. Federal funds must be used to supplement existing funds for program activities and not replace those funds that have been appropriated for the same purpose.
2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Commission on Criminal and Juvenile Justice (CCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of federal funds received from CCJJ. Additionally, the applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as CCJJ may require. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
3. The applicant assures that it will comply with State of Utah travel rates and policies unless the grantee's home agency rates are more restrictive. Furthermore, the applicant assures that it will have and comply with written policies regarding personnel, purchasing supplies and equipment, contractual agreements, etc. If the grantee is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds.* If the applicant does not currently have written policies or a fiduciary agent the general policies adopted by the State of Utah - Department of Finance must be complied with in expending grant funds.

See State of Utah Travel Rates: <http://fleet.utah.gov/menu-state-travel.html>

*The only exception to this policy is personnel expenditures when the applicant agency is acting as a fiduciary in a single grant serving two or more independent agencies. According to the Fair Labor Standards Act, personnel costs including overtime must be paid according to each individual agency's personnel policies.

4. The applicant certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all provisions of the JAG grant program and all other applicable Federal laws, regulations, and guidelines.
5. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Violence Against Women Reauthorization Act of 2013; the Department of Justice Nondiscriminating Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60.1 et. seq., as applicable to construction contracts.
6. The applicant assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of actual or perceived race, color, national origin, religion, and sex against a recipient of funds the recipient will forward a copy of the findings to the CCJJ.
7. Subgrantees should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance:

Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.eeoc.gov/eeoc/docs/employment_decisions_under_title_vii_of_the_civil_rights_act_of_1964.pdf, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPLs).

8. The applicant assures that it will comply with the applicable provisions of the Residential Substance Abuse Treatment for State Prisoners grant program and the 2015 Department of Justice (DOJ) Grants Financial Guide. The 2015 Financial Guide is available in print or through the internet at: <http://ojp.gov/financialguide/DOJ/>

9. The applicant assures that it will comply with the provision of 28 CFR applicable to grants and cooperative agreements, including Part 200 of Title 2 Grants and Agreements, Office of Management and Budget Guidance for Grants and Agreements, Uniform Administrative Requirements, cost principles, and audit requirements for federal awards - http://www.ed.gov/ed/inst/budget/2000/2000main_02.pdf; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies (For more information on 28 CFR Part 23 - <http://www.ftr.com/28-cfr/guideline.htm>); Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63 Flood Plan Management and Wetland Protection Procedures.

10. No subgrantee, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

11. The subgrantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subcontract, contractor, subcontractor, or other person has – (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by – mail: Office of the Inspector General, U.S. Department of Justice Investigations Division, 950 Pennsylvania Avenue, N.W., Room 4706, Washington, DC 20530; e-mail: oig Hotline@usdoj.gov; hotline: (contact Pennsylvania Avenue, N.W., Room 4706, Washington, DC 20530; e-mail: oig Hotline@usdoj.gov; hotline: (contact information in English and Spanish): (800)869-4499; or hotline fax: (202) 616-9881. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

12. The subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The subgrantee also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

13. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appear in the DOJ Grants Financial Guide (currently as section 3.10 of "Postaward Requirements" in the 2015 DOJ Grants Financial Guide).

14. The subgrantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

15. The applicant assures that it will comply with the provisions of 23 USC sections 402, 403 and 29 USC section 668 wherein any recipient agency of Federal contracts, subcontracts, and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for their employees, contractors, and subrecipients when operating company-owned, rented, or personally owned vehicles.

16. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed Reg. 51225 (October 1, 2009), the Department of Justice encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

STANDARD ASSURANCES (Federal)

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 20004); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1994 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

GRANT CONDITIONS

1. COMPENSATION AND METHOD OF PAYMENT

The Utah Commission on Criminal and Juvenile Justice (CCJJ) will reimburse the subgrantee for the federal share of approved program expenditures on a monthly or quarterly basis as financial status reports are submitted and approved up to the amount of approved federal expenditures.

2. REPORTS

The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as CCJJ may reasonably require, including at least quarterly Financial Status Reports (FSRs), Narrative Progress Reports, and quarterly Performance Measure data. Performance Measures are mandatory and will be provided to the subgrantee by CCJJ. All reports are to be submitted to CCJJ no more than 25 days following the end of each calendar quarter. Subgrantees will have up to 90 days past the closing date of their grant award to submit a final FSR.

3. AUDIT REPORTS

Subgrantees are to have annual examinations in the form of audits. These audits will be submitted to CCJJ with any Management Letters no less than one month after completion of the audit. Local governments have 180 days after the end of their fiscal year to complete their audits while all other subgrantees have nine months to complete their audit. The audits must conform with OMB Circular A-133, and contain grant information in the Schedule of Federal Financial Assistance. During the audit process, either the subgrantee or the auditor will send CCJJ a verification letter to confirm grant payments.

4. UTILIZATION AND PAYMENT OF FUNDS

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

5. OBLIGATION OF GRANT FUNDS

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

6. CONSULTANT RATE

Approval of a subgrantee award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by CCJJ prior to obligation or expenditure of such funds.

7. EXPENSES NOT ALLOWABLE

Project funds may not be expended for: (a) items not part of the approved budget or separately approved by CCJJ; (b) the purchase of land; or (c) construction projects. **Expenditure of funds in excess of ten percent (10%) of the amount budgeted per budget category will be permitted only with CCJJ's prior written approval.**

8. TERMINATION OF AID

If through any cause the subgrantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the subgrant agreement, or substantially fails to comply with the Violent Crime Control and Law Enforcement Act of 1994 and any regulations promulgated under these laws as determined by the CCJJ, then the CCJJ shall have the right to terminate the subgrant agreement or to suspend fund payments by giving written notice to the subgrantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action. In such event, all finished and unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by or on behalf of the subgrantee under the subgrant agreement shall at the option of the CCJJ, become its property, and the subgrantee shall be entitled to receive just and equitable reimbursement of any work satisfactorily completed under the subgrant agreement.

7

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

6

9. INSPECTION AND AUDIT

CCJ, the Department of Justice, and the Comptroller General of the United States, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee, and to relevant books and records of subgrantees and contractors as provided for in P.L. 90-351 as amended, P.L. 99-570, and the Office of Justice Programs' "Financial Guide@ The 2015 DOJ Grants Financial Guide is available in print or through the internet at: <http://ojp.gov/financialguide/DOJ/>

10. PERSONAL PROPERTY

The subgrantee shall retain any nonexpendable personal property acquired with subgrant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by CCJ subgrant funds. When there is no longer a need for the property to accomplish the purpose of the program, the subgrantee shall request property disposition instructions from the CCJ.

11. MAINTENANCE OF RECORDS

For purposes of state and federal examinations and audits, all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts shall be retained for at least three (3) years after the close of the federal award from which the subgrantee's award was funded.

12. WRITTEN APPROVAL OF CHANGES

Subgrantees must obtain prior written approval from CCJ for program changes. These include (a) change of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) budget adjustments in excess of ten percent (10%) of the affected budget category.

13. THIRD PARTY PARTICIPATION

No contract or agreement may be entered into by the subgrantee for execution of project activities or provision of services that is not incorporated in the approved proposal or approved in advance by CCJ. Any such arrangement shall provide that the subgrantee will retain ultimate control and responsibility for the subgrant project and that the subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the subgrantee in the conduct of the project. **CCJ shall be provided with a copy of all such contracts and agreements entered into by subgrantees.**

14. PUBLICATIONS

The subgrantee agrees to submit to CCJ for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements:

"This project was supported by Grant No. 2018-DJ-BX-0832 awarded by the Bureau of Justice Assistance.

All published material and written reports submitted under grants or in conjunction with contracts under grants must be originally developed material unless otherwise specifically provided in the grant or contract document. When material, not originally developed, is included in the report, it must have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

15. WRITTEN DESCRIPTIONS OF PROGRAMS

The subgrantee agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with Federal money, the subgrantee receiving Federal funds shall clearly state (a) the percentage of the total cost of the program or project that will be financed

with Federal money, and (b) the dollar amount of Federal funds for the project or program.

16. CONFLICT OF INTEREST

The subgrantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of CCJ, provided that if such persons are or become officers or employees of CCJ they must disqualify this application and any future discussions concerning the entity making this application.

17. PROJECT DIRECTOR

There shall at all times during the life of the subgrant agreement be an individual appointed by the subgrantee as "Program Director." This individual will be responsible for program planning, operation, reporting and administration under the subgrant agreement.

18. CONFIDENTIALITY OF RESEARCH INFORMATION

Pursuant to Section 229 of the Justice System Improvements Act of 1979, research information identifiable to an individual, that was obtained through a program funded wholly or in part with BJA funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding, 28 CFR Part 22.

19. RELEASE OF INFORMATION

All records, papers and other documents kept by recipients of CCJ or BJA funds, their subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the CCJ or the BJA. These records and other documents submitted to CCJ or the BJA pursuant to application for funds, are required to be made available to CCJ or the BJA under the terms and conditions of the Federal Freedom of Information Act, 5 U.S.C. 552.

20. PROGRAM INCOME

All interest or other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (asset forfeitures, sale of publications, registration fees, services charges on fees, taskforce participating agency contributions, interest income from program income, etc.) shall be deemed program income and must be tracked. Whenever possible, program income is to be used to offset grant expenses. All other program income will remain with the project or be used to reduce projects costs. Program income is subject to the same requirements as Federal grant and match monies. In the event of a subgrantee's grant project concluding for any cause, the final disposition of any and all remaining balance(s) from program income shall be left to the discretion of CCJ as the State Administrative Agency of the grant program.

21. POLITICAL ACTIVITY

The restrictions of the Hatch Act, P.L. 93-443, 5 U.S.C. Chapter 73, Subchapter III (as amended), concerning the political activity of government employees are applicable to state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such State and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

22. COPYRIGHTS AND RIGHTS IN DATA

Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the government has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the grantee may copyright such, but the government reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and authorize others to do so.

23. PATENTS

If any discovery or invention arises or is developed in course of, or as result of work performed under this grant, the subgrantee shall refer the discovery or invention to the BJA. The subgrantee hereby agrees that determination of rights to inventions made under this grant shall be made by the Administrator of BJA or his duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Administrator, or his duly authorized representative, shall be accepted as final. In addition, the subgrantee hereby agrees and otherwise recognizes that the Government shall acquire at least an irrevocable non-exclusive royalty free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this subgrant.

24. INFORMATION SYSTEMS

With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

- a. That all computer programs (software) produced under this grant will be made available to the BJA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon request, to BJA. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

25. PROTECTION OF VICTIMS

- a. The subgrantee assures that it will not ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The subgrantee further assures that the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense.
- b. The subgrantee assures that it will not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

26. CRIMINAL PENALTIES

- a. Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.
- c. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, U.S.C.

27. JAIL "PAY TO STAY" PROHIBITION:

No funding from this grant can be awarded to a local jail for any purpose if that jail is operating a Pay-to-Stay program. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general

provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojip.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

28. INDIRECT COST RATE

The new Federal Uniform Guideline allows for indirect costs to be charged by subgrantees as part of the grant budget. According to the Guideline, one of the following options must be chosen by grantees:

Option One: If a subgrantee's operational costs are fully covered by charging these costs as administrative (direct) costs, or if the subgrantee calculates indirect costs and determines that these costs are immaterial, then the subgrantee may waive any indirect cost reimbursements.

Option Two: If a subgrantee has a negotiated Modified Total Direct Cost (MTDC)* rate with the Federal Government, then this Indirect Cost Rate must be applied to the grant application as part of the proposal request. Proof of the negotiated rate must be submitted with the grant application.

Option Three: If a subgrantee does not have a negotiated Modified Total Direct Cost rate with the Federal Government, or if the negotiated rate has lapsed, the Guideline allows the subgrantee to request a minimum MTDC rate of 10%. *Note:* Once this option has been chosen, it must be chosen again on all future grant applications until a subgrantee negotiates a rate with the Federal Government.

It should be noted that choosing any one of the three options above will neither detract from nor enhance the consideration of the grant proposal.

Modified Total Direct Costs (MTDC) are defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

A governmental department or agency unit that receives more than \$35 million in direct federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. Other governmental departments or agencies must develop an indirect cost proposal in accordance with the requirements of this Uniform Guide and maintain the proposal and related supporting documentation for audit. These governmental departments or agencies are not required to submit their proposals unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a non-federal entity only receives funds as a subrecipient, the pass-through entity will be responsible for negotiating and/or monitoring the subrecipient's indirect costs.

II. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

III. CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) No Federal appropriated funds have been paid or will be paid to any public or private agency, organization, institution, or individual for any personal service, advertisement, telegram, telephone communication, letter, printed or written matter, or other device the design or intent of which is to influence a member of Congress or any other federal, state, or local elected official to favor or oppose any act, bills, resolutions, or similar legislation or any referendum, initiative, constitutional amendment, or any similar governing body.
- (3) Upon request of federal or state officials through the proper official channels, Federal appropriated funds may be used in connection with communications to federal, state, or local elected officials pertaining to authorization, appropriation of oversight measures which will directly affect the operation of the program involved.
- (4) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (5) The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

IV. AUDIT REQUIREMENTS (LOCAL GOVERNMENT AGENCIES, PRIVATE NON-PROFIT & FAITH BASED ORGANIZATIONS ONLY)

The applicant agency assures that it will submit audit reports (with Management Letters) to CCJ annually. The audit report must comply with OMB circular A-133 and be submitted to CCJ within one month of completion of the audit.

By State code, local governments must complete their audit within six months of the end of their fiscal year, other agencies must complete their audit within nine months. During the audit process subgrantees or their auditors must send CCJ a confirmation letter that verifies payments made to the grant program.

The audit will include a Schedule of Federal Financial Assistance that contains revenue and expenditure information from the grant. The following information will assist the auditors in completing the Schedule of Federal Financial assistance.

- Grant Name: Justice Assistance Grant (JAG)
- Federal Grantor Agency: U.S. Department of Justice - Bureau of Justice Assistance
- Federal Grantor Number: 2018-DJ-BX-0832
- Federal CFDA Number: 16.738

V. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (STATE AGENCIES ONLY)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67 Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Section 67.615 and 67.620)

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about--
 - The dangers of drug abuse in the workplace;
 - The grantee's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant the employee will:
 - Abide by the terms of the statement; and
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

VI. CIVIL RIGHTS AND DISCRIMINATION POLICY REQUIREMENTS

The applicant agency assures that it will comply with all applicable federal civil rights laws and regulations.

Please complete the following:

- Agency Name: _____
- Number of Persons Employed Your Agency: _____
- Federal Funds Requested with this Application: _____

Equal Employment Opportunity Plan. The purpose of an Equal Employment Opportunity Plan (EEOP) is to insure full and equal participation of men and women regardless of race or national origin in the workforce of the recipient agency. An EEOP is a comprehensive document that analyzes that agency's workforce in comparison to its relevant labor market data and all agency employment practices to determine their impact on the basis of race, sex, or national origin.

The agency will provide an EEOP to the Office for Civil Rights, Office of Justice Programs (OCR) and the CCJJ, if it has received a single reward of \$25,000 or more. If the agency receives \$25,000 or more, unless otherwise exempt, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the CCJJ). EEOP Certification must be submitted electronically through OJP's EEO Reporter Tool, available at <https://ojp.gov/about/ocr/eeop.htm>.

For more information on how to prepare your EEOP plan (if required) or for additional information on Civil Rights issues please visit the Office for Civil Rights (OCR) website at: <http://www.ojp.usdoj.gov/about/offices/ocr.htm>

Before your agency can be reimbursed for any expenses associated with this grant, the grant project director must first review and certify compliance with Federal Equal Employment Opportunity policies.

Please go to the following web link and review the PowerPoint presentation on Discrimination Policy Training: <http://www.justice.utah.gov/Documents/CCJJ/Grants/COMMISSIONONCRIMINALANDJUVENILEJUSTICE.ppt>

Procedures for Responding to Discrimination Complaints:

<http://www.justice.utah.gov/Documents/CCJJ/Grants/PROCEDURESFORRESPONDINGTODISCRIMINATION.docx>

The signature below certifies that the program proposed in this application meets all the requirements of the Violent Crime Control and Law Enforcement Act of 1994, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Crime Control Act and all other Federal laws. By appropriate language incorporated in each grant, subgrant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency with whom they make contracts or agreements.

SUBGRANTEE ACCEPTANCE OF GRANT ASSURANCES, CONDITIONS, CERTIFICATIONS AND REQUIREMENTS (signing indicates that your agency has reviewed and agrees to comply with each of the grant assurances, conditions, certifications and requirements in Appendix I of this grant application)

Name and Title of Authorized Official:

Benjamin Lee _____ Chief of Police
Print Name _____ Print Title

Signature of Authorized Official

Date

  State of Utah Commission on Criminal and Juvenile Justice Utah State Capitol Complex East Office Building, Suite E330 Salt Lake City, Utah 84114-2330 Ph: (801) 538-1031 Fax: (801) 538-1024	
State FY 2020 - State Asset Forfeiture Grant (SAFG) - Block Grant	
CCJJ Grant # 20N	
1. Your Agency Name and Address: La Verkin Police Department 111 S Main St La Verkin, UT, 84745-5712	
2. Agency Contact (Grant Project Director): Benjamin Lee	
3. Phone Number: 435-635-0427 x101	
4. E-mail Address: Ben.lee@laverkindty.org	
5. Grant Start Date and End Date: 1/1/2020 through 6/30/2020	
6. Federal Tax Identification Number (87-7777?): 87-0302950	
7. Application Budget Summary:	
Equipment, Supplies and Operating (ESO):	\$2,500
Travel and Training:	\$0
Total Grant Funds:	\$2,500
Signatures constitute acceptance of all grant conditions and certified assurances.	
8. *Print Name and Title of Official Authorized to Sign La Verkin City PD	9. *Signature of Official Authorized to Sign
For CCJJ use ONLY	
Kim Cordova, Executive Director of CCJJ	

* Official authorized to sign includes: City/County Mayor or Manager or Commissioner, Agency Director or President

Application Budget

Please respond to sections A - B.

A - Equipment, Supplies and Operating (ESO) - If you are requesting grant funding in the ESO budget category then please itemize your purchases to include cost and quantity (FYI, ESO purchases must follow the regular procurement policies of your agency or the State of Utah if your agency has no procurement policies).

Patrol Equipment: Total \$2,500
AEDs and related equipment- \$2,500

A - Total Grant Funds Requested for Equipment, Supplies and Operating (ESO) = \$2,500

B - Travel/Training - If you are requesting grant funding in the Travel/Training budget category then describe the Travel/Training costs you will pay for with SAFG funds. Include your travel destination, travel purpose, cost of lodging, per diem, ground transport, airfare, etc. (FYI, Travel costs must follow state of Utah travel rates unless your agency travel rates are more restrictive. See State of Utah Travel Rates: <http://fleet.utah.gov/menu-state-travel.html>)

B - Total Grant Funds Requested for Travel/Training = \$0.00
Total Grant Funds Requested (A + B) = \$2,500

Appendix 1 - CERTIFIED ASSURANCES (Utah State Funded Grants)

1. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Commission on Criminal and Juvenile Justice (CCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.

2. The applicant assures that it will comply with State of Utah travel rates and policies unless the grantees home agency rates are more restrictive. Furthermore, the applicant assures that it will have and comply with written policies regarding personnel, the purchasing of supplies and equipment, contractual agreements, etc. If the grantee is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds*. If the applicant does not currently have written policies or a fiduciary agent the general policies adopted by the State of Utah - Department of Finance must be complied with in expending grant funds.

See State of Utah Travel Rates: <http://fleet.utah.gov/menu-state-travel.html>

*The only exception to this policy is personnel expenditures when the applicant agency is acting as a fiduciary in a single grant serving two or more independent agencies. According to the Fair Labor Standards Act, personnel costs including overtime must be paid according to each individual agency's personnel policies.

3. The applicant certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all applicable Utah State laws, regulations, and guidelines.

4. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60.1 et seq., as applicable to construction contracts.

5. The applicant assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds the recipient will forward a copy of the findings to CCJJ.

GRANT CONDITIONS (Utah State Funded Grants)

1. Compensation and Method of Payment. The Utah Commission on Criminal and Juvenile Justice (CCJJ) will advance or reimburse the grantee, depending on the amount of award, for approved program expenditures as outlined in the grantee's budget. Reimbursement checks will be issued on a monthly or quarterly basis as financial status reports are submitted and approved unless other payment arrangements have been agreed to by CCJJ.

2. Reports. The grantee shall submit such reports as CCJJ may reasonably require, including at least quarterly financial and progress reports, and final financial and narrative reports. Quarterly financial and progress reports shall be received no later than 30 days after each quarter ends on March 31, June 30, September 30, and December 31. At such a point where grant funds have been accounted for in total, quarterly financial reports will no longer be required, however, narrative reports must continue to be submitted until the end of the grant period.

3. Audit Reports. Grantees who expend more than \$500,000 in State and/or Federal funds during a financial fiscal year must have annual examinations in the form of audits. These audits will be submitted to CCJJ with any Management Letters no less than one month after completion of the audit. Local governments have 180 days after the end of their fiscal year to complete their audits while all other grantees have nine months to complete their audit. The audit must conform to OMB Circular A-133 and must contain a schedule of financial assistance. During the audit process, either the grantee or the auditor will send CCJJ a verification letter to confirm the amount of grant funds received.

4. **Utilization and Payment of Funds.** Funds awarded are to be expended ONLY for purposes and activities covered in the grantees approved budget. The grantee agrees to return all unexpended State funds provided hereunder to CCJ within thirty (30) days of termination of the grant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audits.

5. **Expenses Not Allowable.** Project funds may not be expended for items not part of the approved budget or separately approved by CCJ. Expenditure of funds in excess of ten percent (10%) of the amount budgeted per budget category will be permitted only with CCJ's prior written approval. CCJ will require a refund of grant monies for expenditures made without approval in the budget or by CCJ.

Allowable Costs of the SAFG State Grant Program

- Controlled substance interdiction and enforcement activities.
- Drug court programs.
- Activities calculated to enhance future investigations.
- Law enforcement training that includes:
 1. Implementation of the Fourth Amendment of the federal constitution and Utah Constitution Article I, Section 7, and addresses the protection of the individual's rights of due process.
 2. Protection of the rights of innocent property holders.
 3. The Tenth Amendment of the federal constitution regarding states' sovereignty and the states' reserved rights.
- Law enforcement or detention facilities.
- Law enforcement operations or equipment which are not routine costs or operational expenses.
- Drug, gang, or crime prevention education programs which are sponsored in whole or in part by the law enforcement agency or its legislative body.
- Matching funds for other state or federal law enforcement grants.
- Support of the crime victim reparations fund.
- Unallowable Costs of the SAFG State Grant Program
 - Payment of salaries, retirement benefits, or bonuses to any person.
 - Over-time payments of any kind.
 - Payment of enforcement expenses not related to law enforcement.
 - Uses not specified in the agency's award application.
 - Uses not approved or appropriated by the agency's legislative body.
 - Payments, transfers, or pass-through funding to entities other than law enforcement agencies.
 - Uses, payments, or expenses that are not within the scope of the agency's functions.
 - Supplanting – Grant funds must be used to supplement existing funds for program activities and not replace those funds that have been appropriated for the same purpose.
 - The purchase of alcoholic beverages or entertainment of any kind is not permitted with grant funds.
 - Indirect costs

6. **Written Approval of Changes.** Grantees must obtain prior written approval from CCJ for major program changes. These include (a) changes of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget as specified in condition 4; (d) budget adjustments in excess of ten percent (10%) of the affected budget category.

7. **Termination of Aid.** If through any cause the grantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the grant agreement, CCJ shall have the right to terminate the grant agreement or to suspend fund payments by giving written notice to the grantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action.

8. **Inspection and Audit.** CCJ, the Utah State Auditors Office, or any of their duly authorized representatives shall have access for

purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of grantees and contractors.

9. **Maintenance of Records.** All financial and statistical records, supporting documents, and all other records pertinent to grants or contracts shall be retained for at least three years after completion of the project for purposes of State examinations and audits.

10. **Third Party Participation.** No contract or agreement may be entered into by the grantee for execution of project activities or provision of the services (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by CCJ. Any such arrangement shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the grant project and that the grantee shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project. CCJ shall be provided with a copy of all such contracts and agreements entered into by grantees.

11. **Conflict of Interest.** The grantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of CCJ, provided that if such persons are or become officers or employees of CCJ they must disqualify this application and any future discussions concerning the entity making this application.

12. **Project Director.** There shall at all times during the life of the grant agreement be an individual appointed by the grantee as "Project Director". This individual will be responsible for program planning, operation and administration under the grant agreement.

13. **Polygraph Examination.** A subgrantee assures that it will not ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The subgrantee further assures that the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense.

14. Criminal Penalties.

a. **Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$5,000 or imprisoned not more than fifteen years, or both.**

b. **Any person who, having no privilege to do so, knowingly falsifies an application with intent to deceive any person shall be subject to the provisions of Utah Code Ann. § 76-6-504. The signature below certifies that the program proposed in this application meets all the requirements as established by CCJ and the Utah State Legislature, that all information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other State laws. By appropriate language incorporated in each grant, grant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency with whom they make contracts or agreements.**

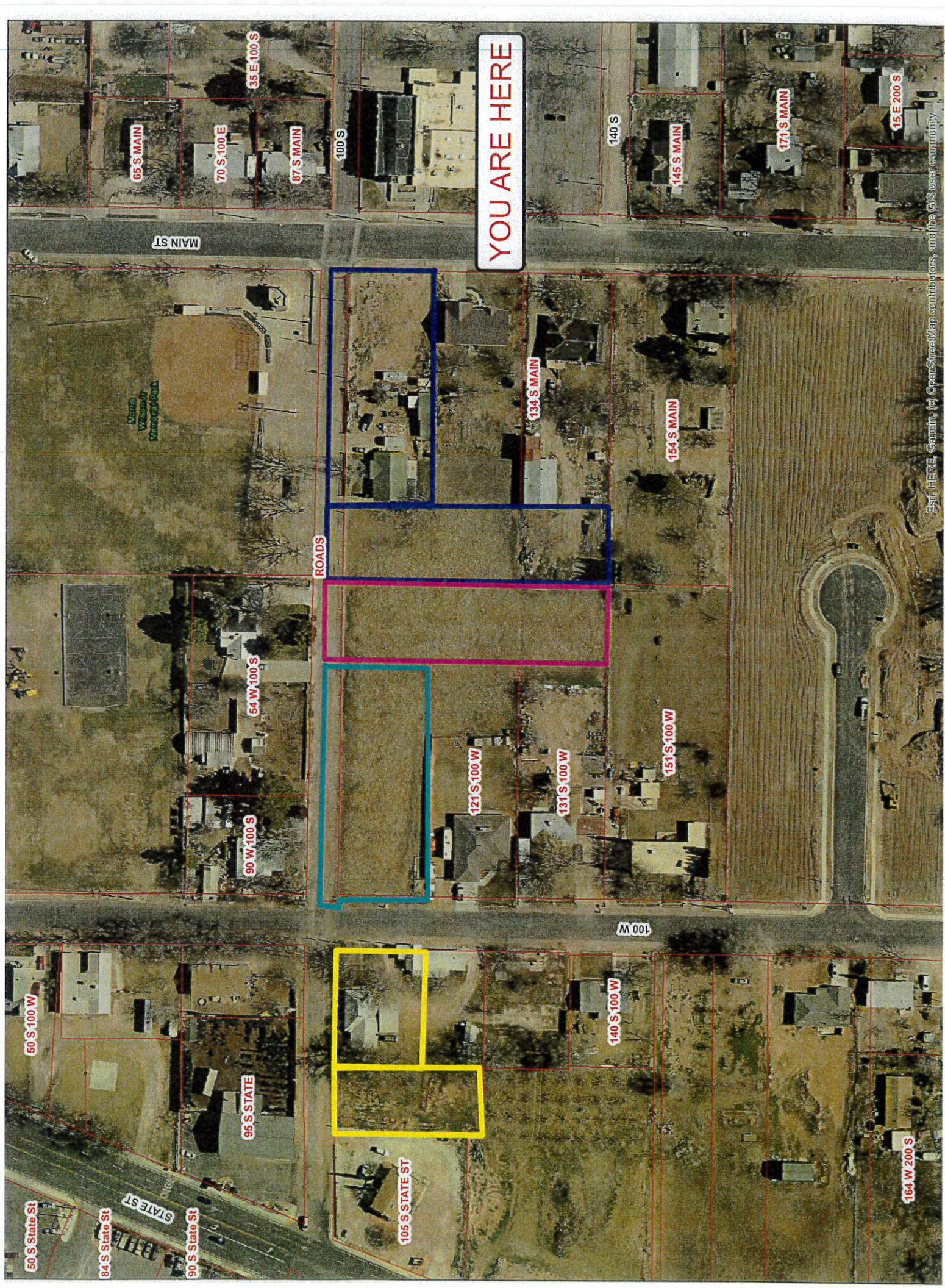
15. a) **JRI Risk and Needs Screening Condition for All County Grants:** Any county declining to participate in the Utah Justice Reinvestment Investment (JRI) County Jail Risk and Needs screening procedure may be debarred from participating in any CCJ administered discretionary grants. For counties currently participating in the Utah JRI County Jail Risk and Needs screening effort, but failing to meet a reasonable level of jail screening performance, may face debarment from future grant funding and a reduction to any currently active CCJ discretionary grant funding. For FY 2018, a reasonable level of jail screening performance is defined as a minimum of 60 percent of eligible offenders screened at booking. Funding reductions to active CCJ grants will range from 25 to 50 percent of the total grant award and will remain in effect until screening performance improves or the grant concludes. All final decisions regarding funding reductions or debarment will be at the discretion of the Full Commission of CCJ.

b) **JRI Risk and Needs Screening Condition for Multi-Agency Task Forces:** Any CCJ funded multi-agency task force may face funding reductions if the county or counties of task force jurisdictional operation decline participation in the Utah Justice Reinvestment Investment (JRI) County Jail Risk and Needs screening procedure. The reduction will be imposed regardless of whether or not the county is an active member of the task force or the agency serving as the task force project lead agency (fiduciary). Furthermore, any CCJ funded multi-agency task force may face funding reductions if the county or counties of jurisdictional operation are currently participating in the Utah JRI County Jail Risk and Needs screening effort, but fail to meet a reasonable level jail screening performance. For FY 2018, a reasonable level of jail screening performance is defined as a minimum of 60 percent of eligible offenders screened at booking. Funding reductions to CCJ task force grants will be 25 percent the first year and 50 percent in all subsequent years until county screening performance improves. Additionally, the county agency will be ineligible to receive or benefit from any CCJ task force grant funding and will be debarred from receiving any other funding through CCJ discretionary grant programs. All final decisions regarding funding reductions or debarment will be at the discretion of the Full Commission of CCJ.

**GRANTEE ACCEPTANCE OF CERTIFIED ASSURANCES
AND GRANT CONDITIONS**

Benjamin Lee, Chief of Police 10/10/2019
Authorized Official (Name and title typed or printed) Date

Authorized Official (signed)



YOU ARE HERE

Est. HERE. Garmin, (c) OpenStreetMap contributors, and the GIS user community

15



City of LaVerkin
435 North Main St., LaVerkin Utah, 84745
(435) 635-2581 Fax (435) 635-2104
www.laverkin.org

Office of the City Attorney
LaVerkin City Offices - 435 North Main Street
Post Office Box 256 - LaVerkin, Utah 84745
(435) 635-3383/2581
kevin.bennett@laverkinutah.org

October 10, 2019

Whittaker, John or Vicky
c/o John Whittaker

**NOTICE OF INTENT TO TERMINATE and/or
DECLARE ABANDONED YOUR WATER
DELIVERY CONTRACT**

SERVED VIA CERTIFIED AND FIRST-CLASS MAIL

Account No. [REDACTED]

Dear Mr. Whittaker:

I am writing on behalf of the City of LaVerkin with regards to the status of—and the City's intentions concerning—your *Water Delivery Contract* ("Contract"), dated February 17, 2007, which was issued in exchange for the surrender and cancellation of 0.25 shares of stock issued by the LaVerkin Bench Canal Company.

On May 23, 2019, you were sent a **NOTICE OF DEFAULT AND DEMAND TO PAY and INTENT TO TERMINATE and/or DECLARE ABANDONED YOUR WATER DELIVERY CONTRACT** (see Exhibit B), in which you were:

1. Notified that you were seriously delinquent in your payment to the City of the requisite fees, rates, and/or charges assessed in connection with said Contract.
2. Reminded of the June 26, 2018, City Administrator letter (see Exhibit A) wherein you were:
 - a. Given notice of your delinquency.
 - b. Warned that the failure to pay the required fees, rates, and charges constituted an unpaid debt to the City of LaVerkin and a default of and under the Contract.
 - c. Notified you that a failure to timely cure the default could result in a number of remedies available to the City, including but not limited to the withholding of water delivery and termination of the *Water Delivery Contract*.
3. Informed that the 180-day period for curing the delinquency (after notice) had passed.
4. Notified that the amount in arrears (at that time—prior to the Spring assessment) was One Hundred Fifty-one and 42/100 Dollars (\$151.42); and (e) requested to pay said amount, plus

any and all accrued delinquency charges associated therewith through the date of payment, to LaVerkin City not later than 4:00 p.m., June 24, 2019.

5. Notified that if failed to cure the deficiency, the City—in addition to any and all other rights and remedies that it may pursue against you for breach of contract and/or violation of Chapter 2, Title 8, of the *LaVerkin City Code*—might withhold further delivery of the City's secondary water to you, or those taking under you, under the above-referenced *Water Delivery Contract* and terminate and/or have declared abandoned said Contract

On July 29, 2019, you were sent a notice entitled **FAILURE TO RESPOND TO NOTICE OF DEFAULT AND DEMAND TO PAY and INTENT TO TERMINATE and/or DECLARE ABANDONED YOUR WATER DELIVERY CONTRACT** (see Exhibit C), in which you reminded that the matter had not yet been resolved, and advising you to pay all monies then owing on the account (less the Spring 2019 assessment, plus a \$15.00 administrative fee for the follow-up letter) by 2:00 p.m., August 16, 2019, to avoid further action by the City to avail itself of its rights and remedies under the water delivery contract and/or the applicable provisions of the City Code relative to delinquent irrigation delivery contracts, and/or the withholding of delivery of the City's secondary water, and the possible termination of (and/or declaration of abandonment of) your rights under your water delivery contract with the City.

It is now October, and, unfortunately, the delinquent account has yet to be brought current. You are therefore and hereby notified that:

1. Pending action by the City Council, or until you cure the deficiency in full (as defined in the July 29 letter, plus an *additional* \$15.00 for the preparation/ issuance of this letter), whichever occurs first, you are to refrain from taking delivery and/or making use of the City's secondary water system.
2. The matter of your Contract (and associated delinquency) is being placed on the agenda of the City Council meeting to be held November 6, 2019, for the purpose of discussing and possibly taking action to (a) permanently withhold delivery of the City's secondary water to you, or those taking under you, under the above-referenced *Water Delivery Contract*; and (b) terminate and/or have declared abandoned said Contract. You are welcome to attend that meeting, if you desire. It will be held at 111 South Main Street, LaVerkin, Utah 84745.

As mentioned in a previous letter to you: failure to pay one's obligations is a serious matter; and the delivery of water can be a valuable right.

- Should you have any further questions or concerns about this matter, or desire to propose a settlement thereof, or dispute that you owe the sum of money alleged, you are invited to contact the City Administrator (Mr. Kyle Gubler) or this office promptly.
- You may want to discuss this matter with an attorney of your choice before responding or paying the sum declared to be due. But please be advised that if you are (now or hereafter) *represented* by legal counsel, such contact should be by him or her—since I cannot ethically communicate directly with you if I know or believe that you are represented by legal counsel.

The possibility still exists to resolve this matter, but please understand: time is of the essence. It is up to you. Your anticipated prompt attention to and curing of the pending delinquency are much appreciated.

Sincerely,
Kevin R. Bennett, City Attorney

Exhibits A-C attached

cc: Mayor, City Administrator, City Treasurer, and City Utilities Clerk; Vicky Whittaker, [REDACTED]



City of LaVerkin

435 North Main St., LaVerkin Utah, 84745
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www.laverkin.org

Office of the City Attorney
LaVerkin City Offices - 435 North Main Street
Post Office Box 256 - LaVerkin, Utah 84745
kevin.bennett@laverkincity.org

July 29, 2019

FAILURE TO RESPOND TO NOTICE OF DEFAULT AND DEMAND TO PAY and INTENT TO TERMINATE and/or DECLARE ABANDONED YOUR WATER DELIVERY CONTRACT

Whittaker, John or Vicki
c/o John Whittaker

PLEASE RESPOND IMMEDIATELY.
YOUR WATER DELIVERY RIGHTS ARE IN
JEOPARDY OF BEING LOST / TERMINATED

Account No. [REDACTED]

RE: Nonresponse to May 23, 2019, Notice re Delinquent Status of Account No. [REDACTED]

Dear Mr. Whittaker:

This is to inform you that the time for responding to my May 23, 2019, Notice of Default and Demand to Pay and Intent to Terminate and/or Declare Abandoned your Water Delivery Contract expired over a month ago; that you failed to contact me or our employees at the front desk and/or to bring your delinquent account current; and that it is now my intention and obligation to bring that failure to the attention of the City Administration for appropriate action—which I intend to do at our City Staff meeting on the morning of August 19, 2019.

I will check with the City's utility/water administrative personnel beforehand, to see if you have brought the matter current. If you still wish to take care of this matter and avoid further action, you must pay all monies now owing on the account (less the Spring 2019 assessment), plus a \$15.00 administrative fee for this follow-up letter, prior to 2:00 p.m., Friday, August 16, 2019. [The City offices close at 3:00 p.m. on Fridays.]

Should you fail to cure such deficiency, you are again notified that the City—in addition to any and all other rights and remedies that it may pursue against you for breach of contract and/or violation of Chapter 2, Title 8, of the LaVerkin City Code—may withhold further delivery of the City's secondary water to you, or those taking under you, under the above-referenced Water Delivery Contract and terminate and/or have declared abandoned said Contract.

Your anticipated prompt attention to and compliance with this request are much appreciated.

Sincerely,

Kevin R. Bennett, City Attorney

cc: City Utilities Clerk



City of LaVerkin

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kevin.bennett@laverkincity.org

July 29, 2019

FAILURE TO RESPOND TO NOTICE OF DEFAULT AND DEMAND TO PAY and INTENT TO TERMINATE and/or DECLARE ABANDONED YOUR WATER DELIVERY CONTRACT

Whittaker, John or Vicki
c/o John Whittaker

PLEASE RESPOND IMMEDIATELY.
YOUR WATER DELIVERY RIGHTS ARE IN
JEOPARDY OF BEING LOST / TERMINATED

Account No. [REDACTED]

RE: Nonresponse to May 23, 2019, Notice re Delinquent Status of Account No. [REDACTED]

Dear Mr. Whittaker:

This is to inform you that the time for responding to my May 23, 2019, Notice of Default and Demand to Pay and Intent to Terminate and/or Declare Abandoned your Water Delivery Contract expired over a month ago; that you failed to contact me or our employees at the front desk and/or to bring your delinquent account current; and that it is now my intention and obligation to bring that failure to the attention of the City Administration for appropriate action—which I intend to do at our City Staff meeting on the morning of August 19, 2019.

I will check with the City's utility/water administrative personnel beforehand, to see if you have brought the matter current. If you still wish to take care of this matter and avoid further action, you must pay all monies now owing on the account (less the Spring 2019 assessment), plus a \$15.00 administrative fee for this follow-up letter, prior to 2:00 p.m., Friday, August 16, 2019. [The City offices close at 3:00 p.m. on Fridays.]

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Your anticipated prompt attention to and compliance with this request are much appreciated.

Sincerely,

Kevin R. Bennett, City Attorney

cc: City Utilities Clerk

Lease User Usage Fees:

Less than 1/2-acre lots:	\$12.72/mo. (9 months/year)
1/2-acre to less than 1-acre lots:	\$19.08/mo. (9 months/year)
1-acre lots:	\$25.45/mo. (9 months/year)
Lots larger than 1 acre:	\$25.45/mo., plus \$12.72/mo. per 1/2-acre (in 1/2-acre blocks) beyond the first acre (9 months/year)
Water Availability Fee:	\$3.82/mo. (9 months/year)
Water Standby Fee:	\$3.82/mo. (9 months/year)

Note: The remaining fees established by R-2007-12 (i.e., Connection Fees, Inspection Fees, Impact Fees, or Delinquency (Late) Fees) remain unchanged.

(from Resolution No. R-2016-06, approved 17 Feb 2016)

La Vicks City
Billing History - 02/01/2018 to 02/28/2019

Customer: WHITTAKER, JOHN OR VICKY	Location:	Transaction	Billing Amount	Payment Amount	Balance	Units	Quantity	Meter ID	Readings	Usage	Demand

(all metered)

WHEREAS, as both a fairness issue (i.e., recognition of the value received because of the existence of the irrigation system) and an incentive to connect and make actual use of the irrigation-class water, it is important that all *potential* (as well as actual) users pay something, on a continuing basis, to help fund the irrigation system to which they could readily connect if they so chose; and

WHEREAS, it is recognized that such fee should be fair, reasonable, and commensurate with the value received by the existence of the system (but recognizing that no direct use of the system and its water has been or is currently being made); and

WHEREAS, the City Council has heretofore adopted Ordinance No. 2008-15, establishing irrigation water availability and water standby fees as a means of determining and assessing such continuing contributions towards the irrigation system; and

WHEREAS, as provided by Section 8-2-6, subsections A.2 and D.3, as amended by Ordinance No. 2008-15, such fees are to be established by resolution of the City Council; and

WHEREAS, after careful consideration and discussion, the fees and the amounts thereof have been reviewed and recommended for adoption by the City's Water Board; and

WHEREAS, it is the considered determination of the LaVerkin City Council that the fees, as set forth herein, are fair, reasonable and commensurate with the value received by those properties upon which said fees are to be assessed.

NOW THEREFORE, BE IT RESOLVED by the LaVerkin City Council that Resolution R-2007-12 (establishing irrigation fees) be amended to add and include the following fees:

Water Availability Fee: \$3.00/mo. (9 months/year)

Water Standby Fee: \$3.00/mo. (9 months/year)

(from Resolution No. R-2008-19)

WHEREAS, having acquired the assets of the LaVerkin Bench Canal Company, and having committed to continue operations of a secondary water system within the community, the City adopted Resolution No. R-2007-12, dated March 21, 2007, in the which it established a fee schedule for irrigation (a.k.a., secondary water) fees in the City of LaVerkin, to fund necessary and prudent operations and maintenance of the newly-acquired system; and

WHEREAS, the following year, the City enacted Resolution No. R-2008-19, dated September 17, 2008, which amended Resolution No. R-2007-12 to include and establish irrigation water availability and standby fees; and

WHEREAS, in a study later conducted for the City, known as *LaVerkin City Secondary Water Master Plan (May 2010)* ("the Master Plan"), Suurise Engineering recommended that "[a]nnual revenues . . . be sufficient to cover the expenses incurred by the construction, maintenance, administration of the

secondary water system" for the "20-year planning period beginning in year 2010 and running through year 2030"; and

WHEREAS, the project cost and user rate recommendations in the Master Plan anticipated and incorporated "a 3.5% annual rate of inflation during the planning period"; and

WHEREAS, the Master Plan recommended that "[w]ater rates and fees . . . be reviewed by the City Council periodically to ensure that they remain current with actual inflation rates and costs"; and

WHEREAS, there has been no increase in the fees set by Resolutions Nos. R-2007-12 and R-2008-19, since they were first adopted; and

WHEREAS, particularly as the original system (as acquired) continues to age and manifest problems associated with such aging—including but not limited to leaks, water breaks, and system blockages and malfunctions—the fees and assessments charged to the water user have not kept pace with the reasonable and prudent costs of maintaining and operating the City's secondary system; and

WHEREAS, the City's Water Board and City Staff have investigated and discussed the need to ensure that such fees and assessments continue to adequately fund the City's secondary system; and, after careful consideration and discussion, the Water Board, at its January 27, 2016, meeting, unanimously approved and forwarded to the City Council the fees and assessments herein proposed; and

WHEREAS, it is the considered determination of the LaVerkin City Council that the fees and assessments, as revised and set forth herein, are fair, reasonable and in the best interests of the City and its residents and water delivery contract holders.

NOW THEREFORE, BE IT RESOLVED by the LaVerkin City Council that the irrigation service fees and water availability and standby fees, as set forth in Resolution Nos. R-2007-12 and R-2008-19, be amended to read as follows:

Irrigation Service Fees:

Contract Holder Assessment Fee: \$50.89, billed annually in March

Contract Holder Usage Fee:

One share or less: \$25.45, billed annually in March

More than one share: \$12.72 x (# of Shares), billed semi-annually in March and September

irrigation delivery system but is not currently connected thereto and receiving irrigation water service (including, but not limited to, properties which have no physical connection to the city's irrigation system and properties for which physical connection has been made but service has been or is voluntarily or involuntarily terminated).

3. Amount and Frequency of Fee Assessment: The amounts of the irrigation water availability and standby fees shall be established by resolution, from time to time, and shall only be assessable and billed for those months that users of the city's irrigation system are billed for their use of said system.

4. Delinquency and Collection Fees: The fee shall be subject to the delinquency and collection related fees (including a late fee) described in section 8-1-4 of this title and set by resolution of the city council.

8-2-7: STATEMENT OF CHARGES; DELINQUENCY:

- A. Statement: The city shall furnish to each user, or mail to, or leave at his or her residence or usual place of business, a written or printed statement setting forth the amount of irrigation water service charges assessed against each user based upon the contract share size. The statement shall specify the amount of the bill for the water service and the place of payment and date due.

- B. Failure to Pay; Contract Holders: An irrigation bill is delinquent if not paid within thirty (30) days of the billing statement date. Monthly statements of notification shall be furnished, which shall include delinquent balance amounts as well as monthly delinquency fees as set forth by resolution. In the event contract holder defaults in any payment due under this water delivery contract, and contract holder's default remains uncured for a period of one hundred eighty (180) days after contract holder's receipt of written notice of its default, the city at its sole discretion shall be entitled to withhold delivery of water and terminate this water delivery contract and/or pursue all other remedies available to the city. In collecting the charges owed, no action taken by the city under this subsection shall relieve contract holder of its obligation to pay any sum owed to the city.

- D. Discontinuance of Service:

1. Contract Holders: If irrigation water service is thereafter discontinued for failure of the user to make payment, then, before the irrigation water service to the premises shall again be provided, all delinquent irrigation water charges must have been paid to the city in full or arrangements made for their payment in a manner satisfactory to the city council.

Enclosure 5

Applicable Portion of Relevant Irrigation Fee Resolutions

Irrigation Service Fees:

Contract Holder Assessment Fee:	\$40.00 billed annually in March
Contract Holder Usage Fee:	
One share or less:	\$20.00 billed annually in March
More than one share:	\$10.00 x (# of Shares) billed semi-annually in March and September
Lease User Usage Fees:	
1/4 acre lots or less:	\$10.00/mo. (9 months/year)
1/2 acre to 3/4 acre lots:	\$15.00/mo. (9 months/year)
1 acre to 1 1/2 acre lots:	\$25.00/mo. (9 months/year)
Lots greater than 1 acre:	\$25.00 x (# acres)/mo. (9mo/yr)
Connection Fees:	\$100.00 plus the cost of the valve (This fee includes the city tap of irrigation lines)
Inspection Fee:	\$50.00
Delinquency (Late) Fee:	3.5% monthly

(from Resolutions Nos. R-2007-12 and R-2007-14)

WHEREAS, the City has acquired the assets of the LaVerkin Bench Canal Company; and

WHEREAS, it is the desire and intent that irrigation water—utilizing said assets and such others as will hereafter be acquired or constructed—be made available to all residential and agricultural properties within the City, enhancing the availability of irrigation quality water throughout the City and thereby preserving culinary-class water for purposes other than outdoor irrigation needs; and

WHEREAS, the irrigation system has value to all residents, whether direct users of the system or not, by preserving the culinary system and reducing the waste or use of culinary water for uses for which high-grade water is not necessary; and

WHEREAS, several properties benefited by the irrigation system, but not connected thereto, are not or have failed to be connected to said irrigation system; and

Applicable Contract Terms and Provisions

3. Withholding Delivery Termination. In the event Contract Holder defaults in any payment due under this Water Delivery Contract, and Contract Holder's default remains uncured for a period of 180 days after Contract Holder's receipt of written notice of its default, the City at its sole discretion shall be entitled to withhold delivery of water and terminate this Water Delivery Contract and/or pursue all other remedies available to the City. In collecting the charges owed, no action taken by the City under this paragraph shall relieve Contract Holder of its obligation to pay any sum owed to the City.
4. Water Rates and Assessments. City shall, on a monthly, quarterly, semi-annual, or annual basis, charge Contract Holder for the water delivered under this Water Delivery Contract those charges adopted by City's legislative body consistent with the Agreement.
5. Use of Water. . . . The Contract Holder may rent or lease waters under this Water Delivery Contract for use on lands within the LaVerkin Bench, but shall be required, prior to the rent or lease to notify the City. Rented or leased water will be assessed an annual fee of \$25.00 for administrative and related costs to City and charged to the renter. The amount of this administrative fee may be increased from time to time upon recommendation of the Water Board and adoption by the City's legislative body. However, the Contract Holder is ultimately responsible for payment of all water charges and for any fees, fines or assessments relating to the use or misuse of water under this Water Delivery Contract, regardless of whether the water is used by the Contract Holder, or rented to others. . . .

Applicable Sections of LaVerkin City Code

8-2-6: FEES, RATES AND CHARGES:

A. Service Rates and Connection Fees:

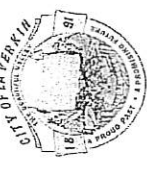
1. For purposes of this title, "delinquency related fees" shall include, but not be limited to, any and all utility service late fees, notice processing fees, reconnection fees, and/or collection fees and costs assessed against a user of utility services for late payment and nonpayment of utility charges.
2. Irrigation water rates, availability and standby fees, delinquency related fees, connection fees, reservoir fees, inspection fees, and other charges incidental to connection to and service from the city's irrigation water system shall be fixed from time to time by resolution of the city council. The city council may, from time to time, promulgate rules for levying, billing, guaranteeing and collecting charges for irrigation water service, and may establish other rules necessary for the management and control of the irrigation water system.
3. Rates for services furnished shall be uniform with respect to each class or classes of service established or that may hereafter be established, except that contract holders shall be entitled to the class 1 rate structure provided for in the city's agreement to acquire the irrigation system from the former La Verkin Bench Canal Company. All utility customers of the city that have irrigation water available to their property, and who are not contract holders, shall be subject to lease user irrigation fees regardless of their connection or use of the system.

D. Irrigation Water Availability and Standby Fees:

1. Water Availability Fee:

- a. An irrigation water availability fee shall be assessed on all residentially and agriculturally zoned property for which city approval of plans (to develop a lot, plat or unit within any new development) is obtained, where such property is readily connectable to the city's irrigation system.
 - b. The irrigation water availability fee shall be imposed for and during the period between the time of such approval and the time a building permit is issued or a connection is made to the city's irrigation water system, whichever occurs first.
2. Standby Fee: An irrigation water standby fee shall be assessed on all other residentially and agriculturally zoned property which has been developed or for which a building permit has been issued, which is readily connectable to the city's

Exhibit 2



LA VERKIN CITY

DICK HIRSCHI
RANDY REEVE
STEVE LEAVENWORTH
MICAH GUBLER
CHANTELLE BROWNING
COUNCIL MEMBERS

KYLE GUBLER
CITY ADMINISTRATOR

NOTICE OF DEFAULT AND DEMAND TO PAY

06/25/2018

Whitaker, John or Vicky

Re: Default in payment due under Water Delivery Contract

Dear Whitaker, John or Vicky,

I am writing on behalf of the City of La Verkin. I have been advised that you are the holder of certain Water Delivery Contract (sometimes referred to herein as the "Contract"), for your shares of stock issued by the City of La Verkin, and that you are currently delinquent in your payment to the City of the requisite fees, rates, and/or charges assessed about said contract.

The City committed to deliver to you (or on your behalf) a certain amount of water, subject to the terms and conditions of the Contract. Use of the water is further subject to the fees, rates and charges set forth in Section 8-2-6 and 8-2-7 of the La Verkin City Code, the provisions of which have been reprinted and enclosed.

According to the city's records, you are delinquent in your payments to the City, and therefore risk losing your rights to the delivery of water under your Contract. The amount in arrears is \$98.04, which includes all delinquency charges accrued before the date of this notice.

You still have time to come into full compliance with the law and your Contract by paying the total due (plus any and all delinquency charges accruing from and after the date of this notice until paid in full).

Failure to pay the required fees, rates, and charges constitutes a default of the Contract and may result in the termination of your Contract. It also constitutes an unpaid debt to the City of La Verkin.

You are hereby notified of the alleged delinquency and we respectfully request that you pay all costs regarding said delinquency to La Verkin City not later than 5:00 pm January 4th, 2019, which is at least 180 days from the date of this letter.

Should you fail to cure such delinquency, you are hereby notified that the City- in addition to any and all other rights and remedies that it may pursue against you for breach of contract and/or violation of Chapter 2, Title 8, of the La Verkin City Code- may "withhold delivery of water and terminate" your "Water Delivery Contract."

Should you have any questions or concerns about this matter, you are invited to contact this office promptly. Your anticipated prompt attention to and compliance with this request is appreciated. Have a pleasant day.

Sincerely,

Kyle Gubler
City Administrator

41100 03511 5/15/19

435 North Main - La Verkin Utah 84745 - Phone (435) 795-8100 Fax (435) 795-7100

ACKNOWLEDGMENTS

STATE OF UTAH)

.....: ss.

County of Washington

On the 17 day of February, 2017, personally appeared before me Vicky L. Whitaker personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the Transferor, and who acknowledged that he executed the same.

Notary Public



STATE OF UTAH)

.....: ss.

County of Washington

On the 17 day of February, 2017, personally appeared before me Karl W. Larson personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the Transferee, and who acknowledged that he executed the same.

Notary Public



4. Water Rates and Assessments. City shall, on a monthly, quarterly, semi-annual, or annual basis, charge Contract Holder for the water delivered under this Water Delivery Contract those charges adopted by City's legislative body consistent with the Agreement.

5. Use of Water. The waters to be delivered under this Water Delivery Contract shall be used on the LaVerkin Bench more particularly described as those lands bounded on the south by the Virgin River, on the north and west by LaVerkin Creek and on the east by the Hurricane cliffs.

The Contract Holder may rent or lease waters under this Water Delivery Contract for use on lands within the LaVerkin Bench, but shall be required, prior to the rent or lease to notify the City. Rented or leased water will be assessed an annual fee of \$25.00 for administrative and related costs to City and charged to the renter. The amount of this administrative fee may be increased from time to time upon recommendation of the Water Board and adoption by the City's legislative body. However, the Contract Holder is ultimately responsible for payment of all water charges and for any fees, fines or assessments relating to the use or misuse of water under this Water Delivery Contract, regardless of whether the water is used by the Contract Holder, or rented to others.

All water use shall be reasonable and made with care to conserve and utilize the available water effectively. After delivered by the City, water use is the sole and exclusive responsibility of the Contract Holder.

6. Extensions. In the event the Contract Holder desires water service at a location within the LaVerkin Bench not presently served by the Delivery System Assets, the Contract Holder shall be responsible for the costs of labor and materials to extend the required service lines as set out in City ordinances and regulations.

7. Capital Facilities. The city shall develop a capital facilities plan for the Delivery System Assets and charge impact fees as appropriate.

8. New Development. The City will require that all new irrigation lines be installed in the streets and that they comply with the City's design standards set out in its ordinances and regulations.

9. Force Majeure. The City is not a guarantor of the delivery of any water, or water under a given pressure, to Contract Holder as against drought, adverse claims, acts of God, the acts or omissions of other water supply entities from whom the City acquires water or any other matters beyond the City's reasonable control.

ISSUED this 17 day of February, 2007.

City of LaVerkin

By


Mayor

550256.1

2

Exhibit 1

ASSIGNMENT OF OWNERSHIP INTEREST
IN CITY OF LAVERKIN, UTAH
WATER DELIVERY CONTRACT

JOHN W AND/OR VICKY L WHITTAKER, whose address is 306 W 500 N ("Transferor") hereby transfers, and assigns to LaVerkin City whose address is 435 N. Main Street ("Transferee"), all transferor's right, title, estate and interest in .25 Share Equivalents under that certain Water Delivery Contract issued by the City of LaVerkin, Utah dated February 17, 2007, a copy of which is attached hereto.

TRANSFEROR (Contract Holder):


(Print Name)


(Sign Name)

TRANSFeree:


Karl Wilson, Mayor

(Print Name)

(Sign Name)


(ACKNOWLEDGMENTS ON NEXT PAGE)

550256.1

3

The City committed to deliver to you (or on your behalf) a certain amount of water, subject to the terms and conditions of the Contract, including Sections 3 through 5 thereof, which have been reprinted and enclosed as Enclosure 3. Use of the water is further subject to the fees, rates, and charges set forth in Sections 8-2-6 and 8-2-7 of the *LaVerkin City Code*, the provisions of which have been reprinted and enclosed as Enclosure 4; and implemented in Resolutions R-2007-12, R-2008-19, and R-2016-06, a summary of the relevant portions of which are enclosed hereto as Enclosure 5. Please review those provisions carefully. The 180-day period for curing the delinquency (after notice) has passed. And the time has come for the matter to be resolved.

According to the City's records, as of Tuesday, February 26, 2019 (prior to the assessment of the 2019 Spring assessment fee), you were and continue to be seriously delinquent in your payments to the City, and therefore risk losing your rights to the delivery of water under your Contract. The amount in arrears (as of that date) was One Hundred Fifty-one and 42/100 Dollars (\$151.42), consisting of (a) \$98.04 (the amount of the stated delinquency, in the 06/26/18 Notice); and (b) \$53.38 (additional charges, fees, and assessments that have since accrued). A printout of your account history is enclosed hereto at Enclosure 6. The matter has now been referred to me as City Attorney.

To avoid further action and costs regarding said delinquency, it is hereby respectfully requested that you pay the above amount (i.e., the sum of \$151.42, plus any and all accrued delinquency charges associated therewith through the date of payment) to LaVerkin City not later than 4:00 p.m., Monday, June 24, 2019.

Should you fail to cure such deficiency, you are hereby notified that the City—in addition to any and all other rights and remedies that it may pursue against you for breach of contract and/or violation of Chapter 2, Title 8, of the *LaVerkin City Code*—may withhold further delivery of the City's secondary water to you, or those taking under you, under the above-referenced *Water Delivery Contract* and terminate and/or have declared abandoned said Contract.

Failure to pay one's obligations is a serious matter; and the delivery of water can be a valuable right.

- Should you have any questions or concerns about this matter, or desire to propose a settlement thereof, or dispute that you owe the sum of money alleged, you are invited to contact this office promptly.
- You may want to discuss this matter with an attorney of your choice before responding or paying the sum now declared due. Please be advised, however, that if you are represented by legal counsel, such contact should be by him or her—since I cannot ethically communicate directly with you if I know or believe that you are represented by legal counsel.

There is still time to amicably resolve this matter without incurring any restriction on your water entitlement or any further expense beyond that which is set forth above (other than accruing late fees and interest). It is up to you. Your anticipated prompt attention to and compliance with this request are much appreciated.

Sincerely,


Kevin R. Bennett, City Attorney

cc: Mayor, City Administrator, City Treasurer, and City Utilities Clerk

Encl. 1

EXHIBIT C
CITY OF LAVERKIN, UTAH
WATER DELIVERY CONTRACT
in Exchange for Stock in
LaVerkin Bench Canal Company

THIS WATER DELIVERY CONTRACT is issued in conformance with the terms and conditions of that certain Exchange Agreement, the "Agreement," entered into by and between LaVerkin Bench Canal Company and the City of LaVerkin, dated February 5, 2007, the "Agreement," a copy of which is affixed hereto and incorporated by reference herein. All capitalized terms herein shall have the meaning set forth in the Agreement.

NOW, THEREFORE, THE UNDERSIGNED, City of LaVerkin, the "City," in consideration of the mutual covenants contained in the Agreement, hereby certifies as follows:

1. Delivery of Water. In exchange for the surrender and cancellation of Stock Certificate No. 906 for 25 shares of stock issued by LaVerkin Bench Canal Company to JOHN W AND/OR VICKY L WHITTAKER, City hereby commits to deliver to and its legal successors-in-interest, the "Contract Holder," one Share Equivalent for each full share in LaVerkin Bench Canal Company surrendered by Contract Holder and cancelled, subject to the terms and conditions contained in this Water Delivery Contract.

2. Transfer of Interest. This Water Delivery Contract may be transferred, assigned, or exchanged, in whole or in part, pursuant to a written assignment, in the form attached as Exhibit 1 hereto, the "Assignment," which shall set forth the name and address of the transferor, the name and address of the transferee, and the number of Share Equivalents to be transferred pursuant to the Assignment. The Assignment shall be signed by the Contract Holder (transferor) and the transferee, acknowledged before a notary public, and shall be authorized by signature of the City's Mayor thereon. A copy of this Water Delivery Contract shall be affixed to the Assignment at the time of delivery thereof by the transferor to the transferee. No assignment of any ownership interest herein in excess of the total number of Share Equivalents authorized herein shall be effective. The original of the duly executed and acknowledged Assignment shall be retained by the transferee, and a copy thereof shall be delivered by the transferee to the City for purposes of accounting as set forth herein.

3. Withholding Delivery: Termination. In the event Contract Holder defaults in any payment due under this Water Delivery Contract, and Contract Holder's default remains uncured for a period of 180 days after Contract Holder's receipt of written notice of its default, the City at its sole discretion shall be entitled to withhold delivery of water and terminate this Water Delivery Contract and/or pursue all other remedies available to the City. In collecting the charges owed, no action taken by the City under this paragraph shall relieve Contract Holder of its obligation to pay any sum owed to the City.



LA VERKIN CITY

KYLE GUBLER
CITY ADMINISTRATOR

DICK HIRSCHI
RANDY REEVE
STEVE LEAVENWORTH
MICAH GUBLER
CHANTELLE BROWNING
COUNCIL MEMBERS

KEN HOOTEN
MAYOR

06/26/2018

NOTICE OF DEFAULT AND DEMAND TO PAY

Whittaker, John or Vicky

Re: Default in payment due under Water Delivery Contract

Dear Whittaker, John or Vicky,

I am writing on behalf of the City of La Verkin. I have been advised that you are the holder of certain Water Delivery Contract (sometimes referred to herein as the "Contract"), for your shares of stock issued by the City of La Verkin, and that you are currently delinquent in your payment to the City of the requisite fees, rates, and/or charges assessed about said contract.

The City committed to deliver to you (or on your behalf) a certain amount of water, subject to the terms and conditions of the Contract. Use of the water is further subject to the fees, rates and charges set forth in Section 8-2-6 and 8-2-7 of the La Verkin City Code, the provisions of which have been reprinted and enclosed.

According to the city's records, you are delinquent in your payments to the City, and therefore risk losing your rights to the delivery of water under your Contract. The amount in arrears is \$38.04, which includes all delinquency charges accrued before the date of this notice.

You still have time to come into full compliance with the law and your Contract by paying the total due (plus any and all delinquency charges accruing from and after the date of this notice until paid in full).

Failure to pay the required fees, rates, and charges constitutes a default of the Contract and may result in the termination of your Contract. It also constitutes an unpaid debt to the City of La Verkin.

You are hereby notified of the alleged delinquency and we respectfully request that you pay all costs regarding said delinquency to La Verkin City not later than 5:00 pm January 4th, 2019, which is at least 180 days from the date of this letter.

Should you fail to cure such deficiency, you are hereby notified that the City, in addition to any and all other rights and remedies that it may pursue against you for breach of contract and/or violation of Chapter 2, Title 8, of the La Verkin City Code, may "withhold delivery of water and terminate" your Water Delivery Contract.

Should you have any questions or concerns about this matter, you are invited to contact this office promptly. Your anticipated prompt attention to and compliance with this request is appreciated. Have a pleasant day.

Sincerely,

Kyle Gubler
City Administrator

06/26/2018 5/15/19

435 North Main • La Verkin, Utah 84745 • Phone (435) 635-2381 • Fax (435) 635-2104



City of La Verkin
435 North Main St., La Verkin Utah, 84745
(435) 635-2381 Fax (435) 635-2104
www.laverkin.org

Office of the City Attorney
La Verkin City Offices - 435 North Main Street
Post Office Box 256 - La Verkin, Utah 84745
kevin.bennett@laverkinutah.org

May 23, 2019

NOTICE OF DEFAULT AND DEMAND TO PAY and INTENT TO TERMINATE and/or DECLARE ABANDONED YOUR WATER DELIVERY CONTRACT

Whittaker, John or Vicky

c/o John Whittaker

Account No. [REDACTED]

SERVED VIA CERTIFIED AND FIRST-
CLASS MAIL

RE: Default in Payment Due under Water Delivery Contract; Intent to Terminate Contract

Dear Mr. Whittaker:

I am writing on behalf of the City of La Verkin. It is my understanding that (a) you are the original (or successor) holder of a certain *Water Delivery Contract* (sometimes referred to herein as the "Contract"), dated February 17, 2007, which was issued in exchange for the surrender and cancellation of 0.25 shares of stock issued by the La Verkin Bench Canal Company (a copy of which is included as Enclosure 1); (b) you are currently delinquent in your payment to the City of the requisite fees, rates, and/or charges assessed in connection with said Contract; (c) regular statements have been sent to you, indicating the accrual of charges and assessments (not including the upcoming Spring assessment, later this month); and (d) you have been notified of the delinquent status of your account on one or more occasions, including but not limited to the City's Administrator's *Notice of Default and Demand to Pay* ("Notice") dated June 26, 2018 (a copy of which is enclosed as Enclosure 2).

That *Notice* (a) encouraged you to bring your 2018 past-due portion of your account current no later than 5:00 p.m. January 4, 2019 (a period of over 6 months); (b) warned you that the failure to pay the required fees, rates, and charges constituted an unpaid debt to the City of La Verkin and a default of and under the Contract; and (c) notified you that, unless fully cured, such a default could result in a number of remedies available to the City, including but not limited to the withholding of water delivery and termination of the *Water Delivery Contract*. The January 4th deadline passed over four (4) months ago; but the City's records do not show that the delinquency has been cured.

any and all accrued delinquency charges associated therewith through the date of payment, to LaVerkin City not later than 4:00 p.m., June 24, 2019.

5. Notified that if failed to cure the deficiency, the City—in addition to any and all other rights and remedies that it may pursue against you for breach of contract and/or violation of Chapter 2, Title 8, of the *LaVerkin City Code*—might withhold further delivery of the City's secondary water to you, or those taking under you, under the above-referenced *Water Delivery Contract* and terminate and/or have declared abandoned said Contract

On July 29, 2019, you were sent a notice entitled **FAILURE TO RESPOND TO NOTICE OF DEFAULT AND DEMAND TO PAY AND INTENT TERMINATE and/or DECLARE ABANDONED YOUR WATER DELIVERY CONTRACT** (see Exhibit C), in which you reminded that the matter had not yet been resolved, and advising you to pay all monies then owing on the account (less the Spring 2019 assessment, plus a \$15.00 administrative fee for the follow-up letter) by 2:00 p.m., August 16, 2019, to avoid further action by the City to avail itself of its rights and remedies under the water delivery contract and/or the applicable provisions of the City Code relative to delinquent irrigation delivery contracts, and/or the withholding of delivery of the City's secondary water, and the possible termination of (and/or declaration of abandonment of) your rights under your water delivery contract with the City.

It is now October, and, unfortunately, the delinquent account has yet to be brought current. You are therefore and hereby notified that:

1. Pending action by the City Council, or until you cure the deficiency in full (as defined in the July 29 letter, plus an *additional* \$15.00 for the preparation/issuance of this letter), ~~whichever occurs first~~, you are to refrain from taking delivery and/or making use of the City's secondary water system.
2. The matter of your Contract (and associated delinquency) is being placed on the agenda of the City Council meeting to be held November 6, 2019, for the purpose of discussing and possibly taking action to (a) permanently withhold delivery of the City's secondary water to you, or those taking under you, under the above-referenced *Water Delivery Contract*; and (b) terminate and/or have declared abandoned said Contract. You are welcome to attend that meeting, if you desire. It will be held at 111 South Main Street, LaVerkin, Utah: 84745.

As mentioned in a previous letter to you: failure to pay one's obligations is a serious matter, and the delivery of water can be a valuable right.

- Should you have any further questions or concerns about this matter, or desire to propose a settlement thereof, or dispute that you owe the sum of money alleged, you are invited to contact the City Administrator (Mr. Kyle Gabler) or this office promptly.
- You may want to discuss this matter with an attorney of your choice before responding or paying the sum declared to be due. But please be advised that if you are (now or hereafter) *represented* by legal counsel, such contact should be by him or her—since I cannot ethically communicate directly with you if I know or believe that you are represented by legal counsel.

The possibility still exists to resolve this matter, but please understand: time is of the essence. It is up to you. Your anticipated prompt attention to and curing of the pending delinquency are much appreciated.

Sincerely,


Kevin R. Bennett, City Attorney

Exhibits A-C attached
cc: Mayor, City Administrator, City Treasurer, and City Utilities Clerk



City of LaVerkin
435 North Main St., LaVerkin Utah, 84745
(435) 635-2581 Fax (435) 635-2104
www.laverkin.org

Office of the City Attorney
LaVerkin City Offices - 435 North Main Street
Post Office Box 256 - LaVerkin, Utah 84745
kevin.bennett@laverkinutah.org

July 29, 2019

FAILURE TO RESPOND TO NOTICE OF DEFAULT AND DEMAND TO PAY AND INTENT TO TERMINATE and/or DECLARE ABANDONED YOUR WATER DELIVERY CONTRACT

Tracy and/or Rebecca Stevens

PLEASE RESPOND IMMEDIATELY:

YOUR WATER DELIVERY RIGHTS ARE IN
JEOPARDY OF BEING LOST / TERMINATED

Account No. [REDACTED]

RE: *Nonresponse to May 23, 2019, Notice re Delinquent Status of Account No.* [REDACTED]

Dear Mr. and/or Mrs. Stevens:

This is to inform you that the time for responding to my May 23, 2019, *Notice of Default and Demand to Pay and Intent to Terminate and/or Declare Abandoned your Water Delivery Contract* expired over a month ago; that you failed to contact me or our employees at the front desk and/or to bring your delinquent account current; and that it is now my intention and obligation to bring that failure to the attention of the City Administration for appropriate action—which I intend to do at our City Staff meeting on the morning of August 19, 2019.

I will check with the City's utility/water administrative personnel beforehand, to see if you have brought the matter current. If you still wish to take care of this matter and avoid further action, you must pay all monies now owing on the account (less the Spring 2019 assessment), plus a \$15.00 administrative fee for this follow-up letter, prior to 2:00 p.m., Friday, August 16, 2019. [The City offices close at 3:00 p.m. on Fridays.]

Should you fail to cure such deficiency, you are again notified that the City—in addition to any and all other rights and remedies that it may pursue against you for breach of contract and/or violation of Chapter 2, Title 8, of the *LaVerkin City Code*—may withhold further delivery of the City's secondary water to you, or those taking under you, under the above-referenced *Water Delivery Contract* and terminate and/or have declared abandoned said Contract.

Your anticipated prompt attention to and compliance with this request are much appreciated.

Sincerely,

Kevin R. Bennett, City Attorney

cc: City Utilities Clerk



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Post Office Box 256 - LaVerkin, Utah 84745
(435) 635-3383/2581
kevin.bennett@laverkinutah.org

October 10, 2019

Tracy and/or Rebecca Stevens

NOTICE OF INTENT TO TERMINATE and/or DECLARE ABANDONED YOUR WATER DELIVERY CONTRACT

SERVED VIA CERTIFIED AND FIRST-CLASS MAIL

Dear Mr. and/or Mrs. Stevens:

I am writing on behalf of the City of LaVerkin with regards to the status of—and the City's intentions concerning—your *Water Delivery Contract* ("Contract"), dated March 7, 2007, which was issued in exchange for the surrender and cancellation of 1.0 shares of stock issued by the LaVerkin Bench Canal Company.

On May 23, 2019, you were sent a **NOTICE OF DEFAULT AND DEMAND TO PAY and INTENT TO TERMINATE and/or DECLARE ABANDONED YOUR WATER DELIVERY CONTRACT** (see Exhibit B), in which you were:

1. Notified that you were seriously delinquent in your payment to the City of the requisite fees, rates, and/or charges assessed in connection with said Contract.
2. Reminded of the **June 26, 2018, City Administrator letter** (see Exhibit A) wherein you were:
 - a. Given notice of your delinquency.
 - b. Warned that the failure to pay the required fees, rates, and charges constituted an unpaid debt to the City of LaVerkin and a default of and under the Contract.
 - c. Notified you that a failure to timely cure the default could result in a number of remedies available to the City, including but not limited to the withholding of water delivery and termination of the *Water Delivery Contract*.
3. Informed that the 180-day period for curing the delinquency (after notice) had passed.
4. Notified that the amount in arrears (at that time—prior to the Spring assessment) was One Hundred Forty-three and 33/100 Dollars (\$143.33); and (e) requested to pay said amount, plus



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kevin.bennett@laverkinutah.org

July 29, 2019

FAILURE TO RESPOND TO NOTICE OF DEFAULT AND DEMAND TO PAY AND INTENT
TO TERMINATE and/or DECLARE ABANDONED YOUR WATER DELIVERY CONTRACT

Tracy and/or Rebecca Stevens

PLEASE RESPOND IMMEDIATELY.
YOUR WATER DELIVERY RIGHTS ARE IN
JEOPARDY OF BEING LOST / TERMINATED

Account No. [REDACTED]

RE: Nonresponse to May 23, 2019, Notice re Delinquent Status of Account No. [REDACTED]

Dear Mr. and/or Mrs. Stevens:

This is to inform you that the time for responding to my May 23, 2019, Notice of Default and Demand to Pay and Intent to Terminate and/or Declare Abandoned your Water Delivery Contract expired over a month ago; that you failed to contact me or our employees at the front desk and/or to bring your delinquent account current; and that it is now my intention and obligation to bring that failure to the attention of the City Administration for appropriate action—which I intend to do at our City Staff meeting on the morning of August 19, 2019.

I will check with the City's utility/water administrative personnel beforehand, to see if you have brought the matter current. If you still wish to take care of this matter and avoid further action, you must pay all monies now owing on the account (less the Spring 2019 assessment), plus a \$15.00 administrative fee for this follow-up letter, prior to 2:00 p.m., Friday, August 16, 2019. [The City offices close at 3:00 p.m. on Fridays.]

Should you fail to cure such deficiency, you are again notified that the City—in addition to any and all other rights and remedies that it may pursue against you for breach of contract and/or violation of Chapter 2, Title 8, of the La Verkin City Code—may withhold further delivery of the City's secondary water to you, or those taking under you, under the above-referenced Water Delivery Contract and terminate and/or have declared abandoned said Contract.

Your anticipated prompt attention to and compliance with this request are much appreciated.

Sincerely,
Kevin R. Bennett
Kevin R. Bennett, City Attorney

cc: City Utilities Clerk

La Verkin City
Billing History - 05/01/2018 to 07/26/2019

Customer: STEVENS, TRACY & REBECCA - 00000000		Billing Period: 05/01/2018 to 07/26/2019		Billing Amount: \$0.00		Payment Status: PAID		Due Date: 08/16/2019		Amount Due: \$0.00	
Date	Description	Usage	Unit	Quantity	Rate	Amount	Balance	Interest	Penalty	Total	Notes
05/01/2018	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
06/01/2018	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
07/01/2018	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
08/01/2018	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
09/01/2018	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
10/01/2018	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
11/01/2018	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
12/01/2018	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
01/01/2019	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
02/01/2019	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
03/01/2019	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
04/01/2019	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
05/01/2019	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
06/01/2019	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
07/01/2019	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
07/26/2019	Water	100	cu ft	100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

payment made 10/8

WHEREAS, as both a fairness issue (i.e., recognition of the value received because of the existence of the irrigation system) and an incentive to connect and make actual use of the irrigation-class water, it is important that all *potential* (as well as actual) users pay something, on a continuing basis, to help fund the irrigation system to which they could readily connect if they so chose; and

WHEREAS, it is recognized that such fee should be fair, reasonable, and commensurate with the value received by the existence of the system (but recognizing that no direct use of the system and its water has been or is currently being made); and

WHEREAS, the City Council has heretofore adopted Ordinance No. 2008-15, establishing irrigation water availability and water standby fees as a means of determining and assessing such continuing contributions towards the irrigation system; and

WHEREAS, as provided by Section 8-2-6, subsections A.2 and D.3, as amended by Ordinance No. 2008-15, such fees are to be established by resolution of the City Council; and

WHEREAS, after careful consideration and discussion, the fees and the amounts thereof have been reviewed and recommended for adoption by the City's Water Board; and

WHEREAS, it is the considered determination of the LaVerkin City Council that the fees, as set forth herein, are fair, reasonable and commensurate with the value received by those properties upon which said fees are to be assessed.

NOW THEREFORE, BE IT RESOLVED by the LaVerkin City Council that Resolution R-2007-12 (establishing irrigation fees) be amended to add and include the following fees:

Water Availability Fee: \$3.00/mo. (9 months/year)

Water Standby Fee: \$3.00/mo. (9 months/year)

(from Resolution No. R-2008-19)

WHEREAS, having acquired the assets of the LaVerkin Bench Canal Company, and having committed to continue operations of a secondary water system within the community, the City adopted Resolution No. R-2007-12, dated March 21, 2007, in the which it established a fee schedule for irrigation (a.k.a., secondary water) fees in the City of LaVerkin, to fund necessary and prudent operations and maintenance of the newly-acquired system; and

WHEREAS, the following year, the City enacted Resolution No. R-2008-19, dated September 17, 2008, which amended Resolution No. R-2007-12 to include and establish irrigation water availability and standby fees; and

WHEREAS, in a study later conducted for the City, known as *LaVerkin City Secondary Water Master Plan (May 2010)* ("the Master Plan"), Sunrise Engineering recommended that "[a]nnual revenues . . . be sufficient to cover the expenses incurred by the construction, maintenance, administration of the

License User Usage Fees:

Less than 1/2-acre lots:	\$12.72/mo. (9 months/year)
1/2-acre to less than 1-acre lots:	\$19.08/mo. (9 months/year)
1-acre lots:	\$25.45/mo. (9 months/year)
Lots larger than 1 acre:	\$25.45/mo., plus \$12.72/mo. per 1/2-acre (in 1/2-acre blocks) beyond the first acre (9 months/year)
Water Availability Fee:	\$3.82/mo. (9 months/year)
Water Standby Fee:	\$3.82/mo. (9 months/year)

Note: The remaining fees established by R-2007-12 (i.e., Connection Fees, Inspection Fees, Impact Fees, or Delinquency (Late) Fees) remain unchanged.

(from Resolution No. R-2016-06, approved 17 Feb 2016)

irrigation delivery system but is not currently connected thereto and receiving irrigation water service (including, but not limited to, properties which have no physical connection to the city's irrigation system and properties for which physical connection has been made but service has been or is voluntarily or involuntarily terminated).

3. Amount and Frequency of Fee Assessment: The amounts of the irrigation water availability and standby fees shall be established by resolution, from time to time, and shall only be assessable and billed for those months that users of the city's irrigation system are billed for their use of said system.

4. Delinquency and Collection Fees: The fee shall be subject to the delinquency and collection related fees (including a late fee) described in section 8-1-4 of this title and set by resolution of the city council.

8-2-7: STATEMENT OF CHARGES; DELINQUENCY:

- A. Statement: The city shall furnish to each user, or mail to, or leave at his or her residence or usual place of business, a written or printed statement setting forth the amount of irrigation water service charges assessed against each user based upon the contract share size. The statement shall specify the amount of the bill for the water service and the place of payment and date due.

- B. Failure to Pay, Contract Holders: An irrigation bill is delinquent if not paid within thirty (30) days of the billing statement date. Monthly statements of notification shall be furnished, which shall include delinquent balance amounts as well as monthly delinquency fees as set forth by resolution. In the event contract holder defaults in any payment due under this water delivery contract, and contract holder's default remains uncured for a period of one hundred eighty (180) days after contract holder's receipt of written notice of its default, the city at its sole discretion shall be entitled to withhold delivery of water and terminate this water delivery contract and/or pursue all other remedies available to the city. In collecting the charges owed, no action taken by the city under this subsection shall relieve contract holder of its obligation to pay any sum owed to the city.

- D. Discontinuance of Service:

1. Contract Holders: If irrigation water service is thereafter discontinued for failure of the user to make payment, then, before the irrigation water service to the premises shall again be provided, all delinquent irrigation water charges must have been paid to the city in full or arrangements made for their payment in a manner satisfactory to the city council.

Enclosure 5

Applicable Portion of Relevant Irrigation Fee Resolutions

Irrigation Service Fees:

Contract Holder Assessment Fee:	\$40.00 billed annually in March
Contract Holder Usage Fee:	
One share or less:	\$20.00 billed annually in March
More than one share:	\$10.00 x (# of Shares) billed semi-annually in March and September.

Lease User Usage Fees:

1/4 acre lots or less:	\$10.00/mo. (9 months/year)
1/2 acre to 3/4 acre lots:	\$15.00/mo. (9 months/year)
1 acre to 1 1/2 acre lots:	\$25.00/mo. (9 months/year)
Lots greater than 1 acre:	\$25.00 x (# acres)/mo. (9mo/yr)
Connection Fees:	\$100.00 plus the cost of the valve (This fee includes the city tap of irrigation lines)
Inspection Fee:	\$50.00
Delinquency (Late) Fee:	3.5% monthly

(from Resolutions Nos. R-2007-12 and R-2007-14)

WHEREAS, the City has acquired the assets of the LaVerkin Bench Canal Company; and

WHEREAS, it is the desire and intent that irrigation water—utilizing said assets and such others as will hereafter be acquired or constructed—be made available to all residential and agricultural properties within the City, enhancing the availability of irrigation quality water throughout the City and thereby preserving culinary-class water for purposes other than outdoor irrigation needs; and

WHEREAS, the irrigation system has value to all residents, whether direct users of the system or not, by preserving the culinary system and reducing the waste or use of culinary water for uses for which high-grade water is not necessary; and

WHEREAS, several properties benefited by the irrigation system, but not connected thereto, are not or have failed to be connected to said irrigation system, and

Enclosure 4

Applicable Sections of LaVerkin City Code

8-2-6: FEES, RATES AND CHARGES:

A. Service Rates and Connection Fees:

1. For purposes of this title, "delinquency related fees" shall include, but not be limited to, any and all utility service late fees, notice processing fees, reconection fees, and/or collection fees and costs assessed against a user of utility services for late payment and nonpayment of utility charges.
2. Irrigation water rates, availability and standby fees, delinquency related fees, connection fees, reservoir fees, inspection fees, and other charges incidental to connection to and service from the city's irrigation water system shall be fixed from time to time by resolution of the city council. The city council may, from time to time, promulgate rules for levying, billing, guaranteeing and collecting charges for irrigation water service, and may establish other rules necessary for the management and control of the irrigation water system.
3. Rates for services furnished shall be uniform with respect to each class or classes of service established or that may hereafter be established, except that contract holders shall be entitled to the class 1 rate structure provided for in the city's agreement to acquire the irrigation system from the former LaVerkin Bench Canal Company. All utility customers of the city that have irrigation water available to their property, and who are not contract holders, shall be subject to lease user irrigation fees regardless of their connection or use of the system.

D. Irrigation Water Availability and Standby Fees:

1. Water Availability Fee:
 - a. An irrigation water availability fee shall be assessed on all residentially and agriculturally zoned property for which city approval of plans (to develop a lot, plat or unit within any new development) is obtained, where such property is readily connectable to the city's irrigation system.
 - b. The irrigation water availability fee shall be imposed for and during the period between the time of such approval and the time a building permit is issued or a connection is made to the city's irrigation water system, whichever occurs first.
2. Standby Fee: An irrigation water standby fee shall be assessed on all other residentially and agriculturally zoned property which has been developed or for which a building permit has been issued, which is readily connectable to the city's

Enclosure 3

Applicable Contract Terms and Provisions

3. Withholding Delivery; Termination. In the event Contract Holder defaults in any payment due under this Water Delivery Contract, and Contract Holder's default remains uncured for a period of 180 days after Contract Holder's receipt of written notice of its default, the City at its sole discretion shall be entitled to withhold delivery of water and terminate this Water Delivery Contract and/or pursue all other remedies available to the City. In collecting the charges owed, no action taken by the City under this paragraph shall relieve Contract Holder of its obligation to pay any sum owed to the City.
4. Water Rates and Assessments. City shall, on a monthly, quarterly, semi-annual, or annual basis, charge Contract Holder for the water delivered under this Water Delivery Contract those charges adopted by City's legislative body consistent with the Agreement.
5. Use of Water . . . The Contract Holder may rent or lease waters under this Water Delivery Contract for use on lands within the LaVerkin Bench, but shall be required, prior to the rent or lease to notify the City. Rented or leased water will be assessed an annual fee of \$25.00 for administrative and related costs to City and charged to the renter. The amount of this administrative fee may be increased from time to time upon recommendation of the Water Board and adoption by the City's legislative body. However, the Contract Holder is ultimately responsible for payment of all water charges and for any fees, fines or assessments relating to the use or misuse of water under this Water Delivery Contract, regardless of whether the water is used by the Contract Holder, or rented to others. . . .



LA VERKIN CITY

Excel, 2

DICK HIRSCH
RANDY DEEVE
STEVE LEAVENWORTH
MICAH GUBLER
CHARLIE BROWNING
COUNCIL MEMBERS

KYLE GUBLER
CITY ADMINISTRATOR

KEN HOOTEN
MAYOR

06/26/2018

NOTICE OF DEFAULT AND DEMAND TO PAY

Stevens, Tracy or Rebecca

Re: Default in payment due under Water Delivery Contract

Dear Stevens, Tracy or Rebecca,

I am writing on behalf of the City of La Verkin. I have been advised that you are the holder of certain Water Delivery Contract (sometimes referred to herein as the "Contract"), for your shares of stock issued by the City of La Verkin, and that you are currently delinquent in your payment to the City of the requisite fees, rates, and/or charges assessed about said contract.

The City committed to deliver to you (or on your behalf) a certain amount of water, subject to the terms and conditions of the Contract. Use of the water is further subject to the fees, rates and charges set forth in Section 8-2-5 and 8-2-7 of the La Verkin City Code, the provisions of which have been reprinted and enclosed.

According to the city's records, you are delinquent in your payments to the City, and therefore risk losing your rights to the delivery of water under your Contract. The amount in arrears is \$92.80, which includes all delinquency charges accrued before the date of this notice.

You still have time to come into full compliance with the law and your Contract by paying the total due (plus any and all delinquency charges accruing from and after the date of this notice until paid in full).

Failure to pay the required fees, rates, and charges constitutes a default of the Contract and may result in the termination of your Contract. It also constitutes an unpaid debt to the City of La Verkin.

You are hereby notified of the alleged delinquency and we respectfully request that you pay all costs regarding said delinquency to La Verkin City not later than 5:00 pm January 4th, 2019, which is at least 180 days from the date of this letter.

Should you fail to cure such delinquency, you are hereby notified that the City, in addition to any and all other rights and remedies that it may pursue against you for breach of contract and/or violation of Chapter 2, Title 8, of the La Verkin City Code, may "withhold delivery of water and terminate" your Water Delivery Contract.

Should you have any questions or concerns about this matter, you are invited to contact this office promptly. Your anticipated prompt attention to and compliance with this request is appreciated. Have a pleasant day.

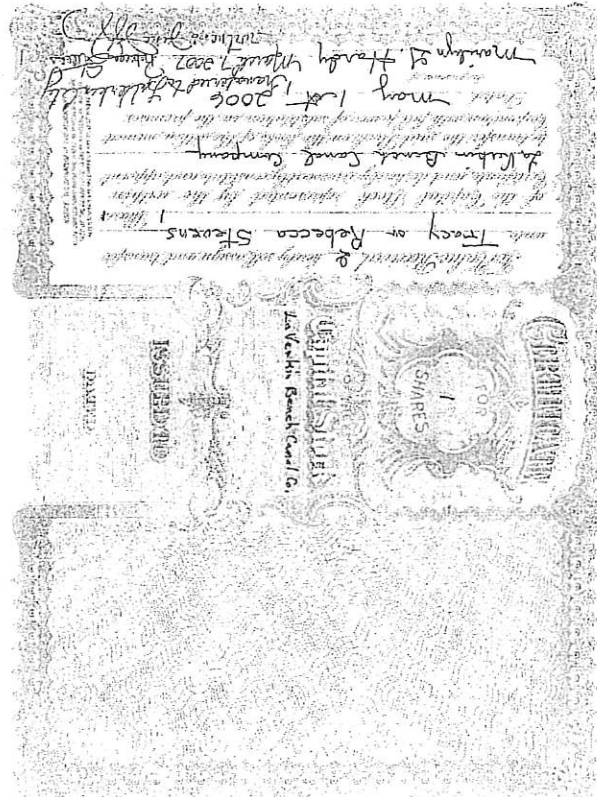
Sincerely,

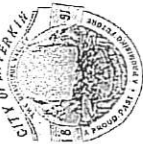
[Signature]

Kyle Gubler
City Administrator

[Handwritten signature]

435 North Main, La Verkin, Utah 84745, Phone: (435) 435-9291, Fax: (435) 435-9101





LA VERKIN CITY

DICK HIRSCH
RANDY REEVE
STEVE LEAVENWORTH
MICAH GUBLER
CHANTELLE BROWNING
COUNCIL MEMBERS

KYLE GUBLER
CITY ADMINISTRATOR

06/26/2018

Stevens, Tracy or Rebecca

NOTICE OF DEFAULT AND DEMAND TO PAY

Re: Default in payment due under Water Delivery Contract

Dear Stevens, Tracy or Rebecca,

I am writing on behalf of the City of La Verkin. I have been advised that you are the holder of certain Water Delivery Contract (sometimes referred to herein as the "Contract"), for your shares of stock issued by the City of La Verkin, and that you are currently delinquent in your payment to the City of the requisite fees, rates, and/or charges assessed about said contract.

The City committed to deliver to you (or on your behalf) a certain amount of water, subject to the terms and conditions of the Contract. Use of the water is further subject to the fees, rates and charges set forth in Section 8-2-6 and 8-2-7 of the La Verkin City Code, the provisions of which have been reprinted and enclosed.

According to the city's records, you are delinquent in your payments to the City, and therefore risk losing your rights to the delivery of water under your Contract. The amount in arrears is \$92.80, which includes all delinquency charges accrued before the date of this notice.

You still have time to come into full compliance with the law and your Contract by paying the total due (plus any and all delinquency charges accruing from and after the date of this notice until paid in full).

Failure to pay the required fees, rates, and charges constitutes a default of the Contract and may result in the termination of your Contract. It also constitutes an unpaid debt to the City of La Verkin.

You are hereby notified of the alleged delinquency and we respectfully request that you pay all costs regarding said delinquency to La Verkin City not later than 5:00 pm January 4th, 2019, which is at least 180 days from the date of this letter.

Should you fail to cure such delinquency, you are hereby notified that the City, in addition to any and all other rights and remedies that it may pursue against you for breach of contract and/or violation of Chapter 2, Title 8, of the La Verkin City Code, may withhold delivery of water and terminate your Water Delivery Contract.

Should you have any questions or concerns about this matter, you are invited to contact this office promptly. Your anticipated prompt attention to and compliance with this request is appreciated. Have a pleasant day.

Sincerely,

Kyle Gubler
City Administrator

06/26/2018 5:13/19

435 North Main • La Verkin, Utah 84745 • Phone (435) 635-2381 • Fax (435) 635-2104



City of La Verkin

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

Office of the City Attorney
LaVerkin City Offices - 435 North Main Street
Post Office Box 256 - La Verkin, Utah 84745
kevin.beauchamp@laverkinutah.org

May 23, 2019

NOTICE OF DEFAULT AND DEMAND TO PAY and INTENT TO TERMINATE and/or DECLARE ABANDONED YOUR WATER DELIVERY CONTRACT

Tracy and/or Rebecca Stevens

Account No.

SERVED VIA CERTIFIED AND FIRST-
CLASS MAIL

RE: Default in Payment Due under Water Delivery Contract; Intent to Terminate Contract

Dear Mr. and/or Mrs. Stevens:

I am writing on behalf of the City of La Verkin. It is my understanding that (a) you are the original (or successor) holder of a certain *Water Delivery Contract* (sometimes referred to herein as the "Contract"), dated March 7, 2007, which was issued in exchange for the surrender and cancellation of 1.0 share of stock issued by the LaVerkin Bench Canal Company (a copy of which is included as Enclosure 1); (b) you are currently delinquent in your payment to the City of the requisite fees, rates, and/or charges assessed in connection with said Contract; (c) regular statements have been sent to you, indicating the accrual of charges and assessments (not including the upcoming Spring assessment, later this month); and (d) you have been notified of the delinquent status of your account on one or more occasions, including but not limited to the City's Administrator's *Notice of Default and Demand to Pay* ("Notice") dated June 26, 2018 (a copy of which is enclosed as Enclosure 2).

That *Notice* (a) encouraged you to bring your 2018 past-due portion of your account current no later than 5:00 p.m., January 4, 2019 (a period of over 6 months); (b) warned you that the failure to pay the required fees, rates, and charges constituted an unpaid debt to the City of La Verkin and a default of and under the Contract; and (c) notified you that, unless fully cured, such a default could result in a number of remedies available to the City, including but not limited to the withholding of water delivery and termination of the *Water Delivery Contract*. The January 4th deadline passed over four (4) months ago, but the City's records do not show that the delinquency has been cured.

The City committed to deliver to you (or on your behalf) a certain amount of water, subject to the terms and conditions of the Contract, including Sections 3 through 5 thereof, which have been reprinted and enclosed as Enclosure 3. Use of the water is further subject to the fees, rates, and charges set forth in Sections 8-2-6 and 8-2-7 of the *LaVerkin City Code*, the provisions of which have been reprinted and enclosed as Enclosure 4; and implemented in Resolutions R-2007-12, R-2007-14, R-2008-19, and R-2016-06, a summary of the relevant portions of which are enclosed hereto as Enclosure 5. Please review those provisions carefully. The 180-day period for curing the delinquency (after notice) has passed. And the time has come for the matter to be resolved.

According to the City's records, as of Tuesday, February 26, 2019 (prior to the assessment of the 2019 Spring assessment fee), you were and continue to be seriously delinquent in your payments to the City, and therefore risk losing your rights to the delivery of water under your Contract. The amount in arrears (as of that date) was One Hundred Forty-three and 33/100 Dollars (\$143.33), consisting of (a) \$92.80 (the amount of the stated delinquency, in the 06/26/18 Notice); and (b) \$50.53 (additional charges, fees, and assessments that have since accrued). A printout of your account history is enclosed hereto as Enclosure 6. The matter has now been referred to me as City Attorney.

To avoid further action and costs regarding said delinquency, it is hereby respectfully requested that you pay the above amount (i.e., the sum of \$143.33, plus any and all accrued delinquency charges associated therewith through the date of payment) to LaVerkin City not later than 4:00 p.m., Monday, June 24, 2019.

Should you fail to cure such deficiency, you are hereby notified that the City—in addition to any and all other rights and remedies that it may pursue against you for breach of contract and/or violation of Chapter 2, Title 8, of the *LaVerkin City Code*—may withhold further delivery of the City's secondary water to you, or those taking under you, under the above-referenced *Water Delivery Contract* and terminate and/or have declared abandoned said Contract.

Failure to pay one's obligations is a serious matter, and the delivery of water can be a valuable right.

- Should you have any questions or concerns about this matter, or desire to propose a settlement thereof, or dispute that you owe the sum of money alleged, you are invited to contact this office promptly.
- You may want to discuss this matter with an attorney of your choice before responding or paying the sum now declared due. Please be advised, however, that if you are represented by legal counsel, such contact should be by him or her—since I cannot ethically communicate directly with you if I know or believe that you are represented by legal counsel.

There is still time to amicably resolve this matter without incurring any restriction on your water entitlement or any further expense beyond that which is set forth above (other than accruing late fees and interest). It is up to you. Your anticipated prompt attention to and compliance with this request are much appreciated.

Sincerely,



Kevin R. Bennett, City Attorney

cc: Mayor, City Administrator, City Treasurer, and City Utilities Clerk

Encl. 1
10030101

EXHIBIT C
CITY OF LAVERKIN, UTAH
WATER DELIVERY CONTRACT
in Exchange for Stock in
LaVerkin Bench Canal Company

THIS WATER DELIVERY CONTRACT is issued in conformance with the terms and conditions of that certain Exchange Agreement, the "Agreement," entered into by and between LaVerkin Bench Canal Company and the City of LaVerkin, dated February 5, 2007, the "Agreement," a copy of which is affixed hereto and incorporated by reference herein. All capitalized terms herein shall have the meaning set forth in the Agreement.

NOW, THEREFORE, THE UNDERSIGNED, City of LaVerkin, the "City," in consideration of the mutual covenants contained in the Agreement, hereby certifies as follows:

1. **Delivery of Water.** In exchange for the surrender and cancellation of Stock Certificate No. 993 for 1 share(s) of stock issued by LaVerkin Bench Canal Company to TRACY or REBECCA STEVENS, City hereby commits to deliver to and its legal successors-in-interest, the "Contract Holder," one Share Equivalent for each full share in LaVerkin Bench Canal Company surrendered by Contract Holder and cancelled, subject to the terms and conditions contained in this Water Delivery Contract.
2. **Transfer of Interest.** This Water Delivery Contract may be transferred, assigned, or exchanged, in whole or in part, pursuant to a written assignment, in the form attached as Exhibit 1 hereto, the "Assignment," which shall set forth the name and address of the transferor, the name and address of the transferee, and the number of Share Equivalents to be transferred pursuant to the Assignment. The Assignment shall be signed by the Contract Holder (transferor) and the transferee, acknowledged before a notary public, and shall be authorized by signature of the City's Mayor thereon. A copy of this Water Delivery Contract shall be affixed to the Assignment at the time of delivery thereof by the transferor to the transferee. No assignment of any ownership interest herein in excess of the total number of Share Equivalents authorized herein shall be effective. The original of the duly executed and acknowledged Assignment shall be retained by the transferee, and a copy thereof shall be delivered by the transferee to the City for purposes of accounting as set forth herein.
3. **Withholding Delivery; Termination.** In the event Contract Holder defaults in any payment due under this Water Delivery Contract, and Contract Holder's default remains uncured for a period of 180 days after Contract Holder's receipt of written notice of its default, the City at its sole discretion shall be entitled to withhold delivery of water and terminate this Water Delivery Contract and/or pursue all other remedies available to the City. In collecting the charges owed, no action taken by the City under this paragraph shall relieve Contract Holder of its obligation to pay any sum owed to the City.

Stevens, Rebecca & Tracy

4. Water Rates and Assessments. City shall, on a monthly, quarterly, semi-annual, or annual basis, charge Contract Holder for the water delivered under this Water Delivery Contract those charges adopted by City's legislative body consistent with the Agreement.

5. Use of Water. The waters to be delivered under this Water Delivery Contract shall be used on the LaVerkin Bench more particularly described as those lands bounded on the south by the Virgin River, on the north and west by LaVerkin Creek and on the east by the Hurricane cliffs.

The Contract Holder may rent or lease waters under this Water Delivery Contract for use on lands within the LaVerkin Bench, but shall be required, prior to the rent or lease to notify the City. Rented or leased water will be assessed an annual fee of \$25.00 for administrative and related costs to City and charged to the renter. The amount of this administrative fee may be increased from time to time upon recommendation of the Water Board and adoption by the City's legislative body. However, the Contract Holder is ultimately responsible for payment of all water charges and for any fees, fines or assessments relating to the use or misuse of water under this Water Delivery Contract, regardless of whether the water is used by the Contract Holder, or rented to others.

All water use shall be reasonable and made with care to conserve and utilize the available water effectively. After delivered by the City, water use is the sole and exclusive responsibility of the Contract Holder.

6. Extensions. In the event the Contract Holder desires water service at a location within the LaVerkin Bench not presently served by the Delivery System Assets, the Contract Holder shall be responsible for the costs of labor and materials to extend the required service lines as set out in City ordinances and regulations.

7. Capital Facilities. The city shall develop a capital facilities plan for the Delivery System Assets and charge impact fees as appropriate.

8. New Development. The City will require that all new irrigation lines be installed in the streets and that they comply with the City's design standards set out in its ordinances and regulations.

9. Force Majeure. The City is not a guarantor of the delivery of any water, or water under a given pressure, to Contract Holder as against drought, adverse claims, acts of God, the acts or omissions of other water supply entities from whom the City acquires water or any other matters beyond the City's reasonable control.

ISSUED this 17 day of March, 2007.

City of LaVerkin

By



Mayor

Exhibit 1

ASSIGNMENT OF OWNERSHIP INTEREST
IN CITY OF LAVERKIN, UTAH
WATER DELIVERY CONTRACT

TRACY or REBECCA STEVENS whose address is 355 W CENTER ("Transferor") hereby transfers, and assigns to LaVerkin City whose address is 435 N. Main Street ("Transferee"), all transferor's right, title, estate and interest in 1 Share Equivalents under that certain Water Delivery Contract issued by the City of LaVerkin, Utah dated March 17, 2007, a copy of which is attached hereto.

TRANSFEROR (Contract Holder):


(Print Name)


(Sign Name)

TRANSFeree:

(Print Name) Karl Wilson

(Sign Name)



(ACKNOWLEDGMENTS ON NEXT PAGE)

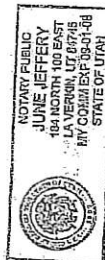
ACKNOWLEDGMENTS

STATE OF UTAH)

.....): ss.

County of Washington

On the 7 day of March, 2007, personally appeared before me Rubens Stearns personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the Transferor, and who acknowledged that he executed the same.



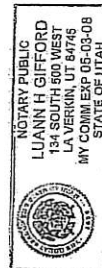
June Jeffery
Notary Public

STATE OF UTAH)

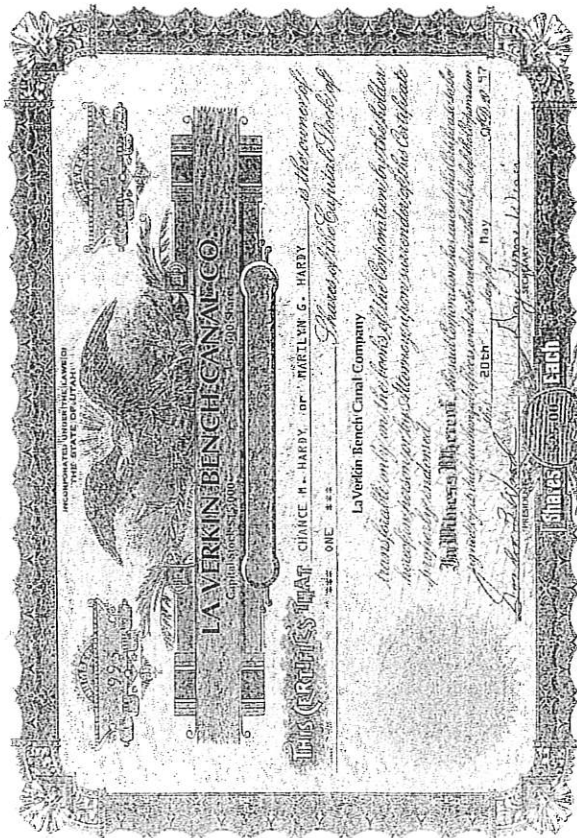
.....): ss.

County of Washington

On the 7 day of March, 2007, personally appeared before me Karl Wilson personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the Transferor, and who acknowledged that he executed the same.



Luann H Gifford
Notary Public



John or Vicki Whittaker (2018 delinquency – Sec. Water Delivery Contract)

For 20191106 City Council meeting – review, discussion, and action

<u>Date</u>	<u>Explanation</u>
2/17/07	Date of <i>“Water Delivery Contract”</i> (0.25 share equivalents)
6/26/18	City Admin’s <i>“Notice of Default and Demand to Pay”</i> letter (sent 1C mail – John only)
5/23/19	City Atty’s Ltr #1: <i>“Notice of Default and Demand to Pay and Intent to Terminate or Declare Abandoned Your Water Delivery Contract”</i> letter (sent CM and 1C mail – to John only – his signed for 5/30/19 by agent Shanda Derrick)
7/29/19	City Atty’s Ltr #2: <i>“Failure to Respond to Notice of Default and Demand to Pay and Intent to Terminate and/or Declared Abandoned Your Water Delivery Contract”</i> letter (sent CM and 1C mail – to John and to Vicki’s last known address) (his signed for 7/30/19 by agent Shanda Derrick; hers came back as undeliverable)
10/10	City Atty’s Ltr #3: <i>“Notice of Intent to Terminate and/or Declare Abandoned Your Water Delivery Contract”</i> letter (sent CM and 1C mail – to John and to Vicki’s last known address) (his signed for 10/15/19 by agent Shanda Derrick; hers came back as undeliverable)
10/30	Amount in full owing: \$335.75 + \$15 atty ltr fee
10/30	Amount of delinquency owing: \$223.76 + \$15 atty ltr fee

