

City of La Verkin

435 North Main St., La Verkin Utah, 84745

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

www.laverkin.org

La Verkin City Council Meeting Agenda

Wednesday, September 16, 2020, 6:00 p.m.

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

- A. Meeting Called to Order:** Invocation and/or thought by Invitation; Pledge of Allegiance
- B. Consent Agenda:** (Items on the consent agenda may not require discussion. These items will be a single motion unless removed at the request of the Mayor or City Council.)
1. Declarations of conflict of interest
 2. Agenda
 3. Minutes: September 2, 2020 regular meeting
 4. Review Checks and Invoices: \$91,901.74
- C. Citizen Comment & Request for Future Agenda Items:** No action may be taken on a matter raised under this agenda item. This item is reserved for the citizens of La Verkin who have items not listed on this agenda. There is a time limit of 20 minutes with each individual taking no more than 3 minutes.
- D. Business:**
1. Discussion and possible action to approve Resolution No. 2020-17, a resolution updating and adopting the City's Risk Management Policy (2020) for the City.
 2. Discussion and possible action to approve an agreement with Enfusion Technologies LLC for building permit software.
 3. Discussion and possible action to modify the 2020 Winterfest Celebration.
 4. Discussion and possible action on possible renaming of the new Power Plant Trailhead Park on 210 South.
- E. Mayor & Council Reports:**
- Mayor Hirschi:*
- Wilson: Ash Creek Sewer District, Public Works, Water, La Verkin Hot Springs*
- Wise: Planning Commission/Zoning, Beautification/Trails Committee, Economic Development/Tourism*
- Justice: Washington County Solid Waste, Homeland Security/CERT, Confluence Park*
- Gubler: Public Safety, Recreation/City Festivals*
- Hardy: Southwest Mosquito Abatement, Historical Preservation*
- F. Adjourn:**

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

Certificate of Posting

The undersigned City Recorder does hereby certify that the agenda was sent to each member of the governing body, sent to the Spectrum newspaper, posted on the State website at, posted on the La Verkin City website at www.laverkin.org and at the City office buildings 111 S. Main and 435 N. Main on September 11, 2020.

Christy Ballard, City Recorder

City of La Verkin

435 North Main St., La Verkin Utah, 84745

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www.laverkin.org

La Verkin City Council Meeting Minutes Wednesday, September 2, 2020, 6:00 p.m. Council Chambers, 111 S. Main, La Verkin, Utah

Present: Mayor Richard Hirschi, Council Members: Chuck Hardy, Micah Gubler, Patricia Wise, Ray Justice, and Kelly Wilson; Staff: Christy Ballard, Kevin Bennett, Chief Ben Lee, and Kyle Gubler; Public: Brian Stewart, Mary Lee Smith, Arden Smith, Lamont Smith, Leslie Nisson, Rick Tschog, Grace Hayes, Wyatt Smith, Mike Chandler, Tiffany & Kevin Mower, Nick Nuccitelli, Jared Barker, and Amber Crouse.

Derek Imlay was excused.

A. Called to Order –The invocation and the Pledge of Allegiance were given by Chuck Hardy at 6:02 pm.

B. Recognition:

1. Officer Chris Smith was awarded a life-saving award for rescuing a suicidal individual from the La Verkin bridge.

Committee reports are emailed now, however, Mike Chandler was not able to get Ash Creek Sewer Districts sent out, so he attended the meeting in person to give his report.

Ash Creek SSD is currently working on several large projects, 3000 South in Hurricane and the continuation of the concrete pipeline replacement on 3700 West.

He met with the County regarding water metering in Confluence Park to plan for their needs once the facility is built.

They are meeting with engineers later in the month to begin designing the treatment plant.

Mike will be meeting with Mayor Spendlove from Virgin to discuss the possibility of Ash Creek SSD providing them sewer.

Mayor Hirschi asked if sewer would need to be involved in the 100 South road project.

Mike replied he has met with Sunrise Engineering regarding this project. The City is aware of what the District will need. He discussed other potential projects in La Verkin.

Councilwoman Wise reported on the potential multi-use trail along SR9 so Ash Creek SSD would be aware of it when they are working in that area.

Mike reported several different communities use Ash Creek SSD easements as trails and it is a great partnership.

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

1. Declarations of conflict of interest
2. Agenda
3. Meeting Minutes: August 19, 2020, regular meeting
4. Review Invoices and Checks: \$208,448.25

The motion was made by Councilwoman Patricia Wise to approve the consent agenda as written including the minutes of the August 19, 2020, regular meeting and Invoices and Checks in the amount of \$208,448.25, second by Councilman Kelly Wilson. Roll Call Vote: Hardy-yes, Gubler-yes, Justice-yes. Wise-yes, Wilson-yes. Motion carried unanimously.

D. Citizen Comment & Request for Future Agenda Items:

No comments were made.

E. Business:

1. Discussion and possible action to approve Proclamation No. 2020-03; a proclamation designating September 17-23, 2020 as Constitution Week.

Kevin explained this is an annual proclamation sponsored by the Daughters of the American Revolution. The designated week changes every several years but always includes September 17th which is the anniversary of the signing of the Constitution.

The motion was made by Councilman Chuck Hardy to approve Proclamation No. 2020-03; a proclamation designating September 17-23, 2020 as Constitution Week, second by Councilman Ray Justice. Hardy-yes, Gubler-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

2. Discussion and possible action to approve a Memorandum of Understanding between La Verkin City and Gail G. Earl.

Kyle explained this is the MOU put together stating the conditions determined by the Council during the work meeting. The City plans to include this in the 100 South Road Project.

He went over the things listed in the MOU that the City will be responsible for completing. In return, the Earls will need to deed over the property with the drainage grates, so the City can maintain them.

He will send the MOU to the Earl family once the Mayor signs it.

The Earl family did agree with everything in this MOU during the work meeting the City Council held with them. There is no time frame for the City to complete this work.

The motion was made by Councilman Kelly Wilson to approve a Memorandum of Understanding between La Verkin City and Gail G. Earl, second by Councilman Chuck Hardy. Roll Call Vote: Wilson-yes, Wise-yes, Justice-yes, Gubler-yes, Hardy-yes. Motion carried unanimously.

3. Discussion and possible action to approve Ordinance No. 2020-04; an ordinance adopting provisions of the Utah Code, including the Utah Criminal Code, the Motor Vehicle Insurance Provisions, the Motor Vehicle Act, the Uniform Driver License Act, the Traffic Rules and Regulations, the Publicly Owned Motor Vehicle Provisions, the Driving by Minors Provisions, the Financial Responsibility of Motor Vehicle Owners and Operators Act, the Vintage Vehicle Provisions, the Off-Highway Vehicle Provisions, the Utah Code of Criminal Procedure, the Alcoholic Beverage Control Act, the Utah Controlled Substances Act, the Utah Drug Paraphernalia Act, and the Utah Imitation Controlled Substances Act.

Chief Lee explained this is adopted each year to keep La Verkin City current with state law.

Kevin reported the legislature does make changes sometimes. La Verkin's criminal code is quite simple, most of our code refers to the State Criminal Code.

The motion was made by Councilman Micah Gubler to approve Ordinance No. 2020-04; an ordinance adopting provisions of the Utah Code, including the Utah Criminal Code, the Motor Vehicle Insurance Provisions, the Motor Vehicle Act, the Uniform Driver License Act, the Traffic Rules, and Regulations, the Publicly Owned Motor Vehicle Provisions, the Driving by Minors Provisions, the Financial Responsibility of Motor Vehicle Owners and Operators Act, the Vintage Vehicle Provisions, the Off-Highway Vehicle Provisions, the Utah Code of Criminal Procedure, the Alcoholic Beverage Control Act, the Utah Controlled Substances Act, the Utah Drug Paraphernalia Act, and the Utah Imitation Controlled Substances Act, second by Councilman Ray Justice. Hardy-yes, Gubler-yes, Justice-yes, Wise-yes, Wilson-yes. Motion carried unanimously.

4. Discussion and possible action regarding the Zion Regional Collaborative Coordinator position proposal.

Councilwoman Wise explained the ZRC has been around for a long time but is just gaining some foothold in achieving concrete actions. The National Scenic Byway for SR9 should be complete soon which could be very beneficial to La Verkin City.

ZRC is also working with Washington County and Dixie State University to create a regional app that will track tourism activity throughout the County. This could also benefit La Verkin City.

The ZRC works specifically with the east side of the County. She named the entities that have a representative on the Committee and the ones that attend the meetings. It is a very impressive group of entities working together to accomplish their goals. La Verkin benefits greatly from the ZRC's current projects.

They are currently trying to raise funds to hire an independent contractor as the coordinator of the ZRC. The goal for the remainder of the 2020-2021 year is to create a 501c3 for the ZRC. This will increase funding available for the group.

She is asking for a donation of \$5,000 from La Verkin City. This money would come out of the RAP Tax money. The ZRC is also working on an interlocal agreement so they will need each community to review it before they send it out for final approval.

If the ZRC isn't able to raise enough money for the coordinator they will be assigned an Americorp Vista volunteer which is good but would require the ZRC to start over. The donations they receive would still be used for other things such as office space or housing.

The motion was made by Councilman Kelly Wilson to approve a \$5,000 donation to the Zion Regional Collaborative Coordinator position, second by Councilman Micah Gubler. Roll Call Vote: Hardy-yes, Gubler-yes, Justice-yes, Wise-yes. Wilson-yes. Motion carried unanimously.

5. Discussion and possible action on possible renaming of the new Power Plant Trailhead Park on 210 South. Kyle explained one of the members of the ad-hoc committee put together for the planning of the new park doesn't like the name Power Plant Trailhead Park. The park has never been officially named but the County is getting ready to make the signs, so the Council needs to decide on a name.

Councilwoman Wise explained during the grant application process she did not confirm the name with the committee. The power plant is a big part of the history of La Verkin, but she is okay if the Council wants to change the name. If the name is changed, the State will need to be notified so the contract can be changed.

The County is waiting to hear back from La Verkin before they make the signs.

The County created a trail from this area that leads right to the power plant. The park did need to tie into tourism and have a trail tied into it to qualify for the Outdoor Recreation Grant, so it just made good sense for the City to "piggyback" on an existing grant. She was looking at it logistically and apologized for not getting committee input on the name.

It is first and foremost a city park so the name can change.

Councilman Gubler asked if there was enough time to put a poll out on the Facebook page.

There will be a poll put on Facebook for different options and put on the next city council agenda. It will not be a majority rules vote, just a place to get different suggestions.

6. Discussion and possible action to approve a JAG Grant application to the Utah Commission on Criminal and Juvenile Justice (CCJJ).

Chief Lee explained this is a \$4,500 grant that he applied for and received last year. The money would be used to replace equipment.

Councilman Justice asked if there were any "federal strings" attached to the grant.

Kevin replied the only strings had to do with whether we were a sanctuary city with restrictions on who could talk to ICE (Immigration and Customs Enforcement). La Verkin City does not have that.

The motion was made by Councilman Kelly Wilson to approve the JAG Grant application to the Utah Commission on Criminal and Juvenile Justice, second by Councilman Chuck Hardy. Roll Call Vote: Wilson-yes, Wise-yes, Justice-yes, Gubler-yes, Hardy-yes. Motion carried unanimously.

F. Mayor & Council Reports:

Mayor Hirschi-There was a fire right behind his house. Chief Lee, Steve Drummond, and Sergeant Crouse arrived and put the fire out before the fire department arrived.

Wilson-Nothing to report.

Wise-The Utah Outdoor Recreation Summit was online this year. Outdoor recreation equipment sales have skyrocketed which is good, but it has been hard on infrastructure. One of the forest areas along the Wasatch Front reported they average 100 restrooms per 8,000 visitors and they are currently 13.5 times that amount. The federal money is helping a little bit, but everyone is still scrambling trying to figure out what to do.

It's time to "batten down the hatches" and look toward the future. Zoning and planning will be more crucial than it ever has been. What we offer visitors and how we take care of infringement of vacation rentals is going to continue to be big. They anticipate this lasting another year at least.

Justice-Nothing to report.

Gubler-Nothing to report.

Hardy-Mosquito Abatement has been slow due to the lack of rain. After this last rainstorm, they will begin fogging. There have been no identified mosquito-transmitted illnesses yet this year. Fogging chemicals do not harm people or animals. It is designed to only destroy mosquitos and the larva.

G. Adjourn:

The motion was made by Councilman Ray Justice to adjourn, second by Councilman Chuck Hardy. The motion carried unanimously at 7:19 pm.

Minutes were done by Christy Ballard.

Date Approved

Mayor Richard M. Hirschi

ATTEST:

Christy Ballard
City Recorder

La Verkin City Invoice Register - 8/28/2020 to 9/11/2020 - All Invoices

9/10/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
RFD 100040659.	*Beverly, Tracy		9/1/2020	9/1/2020	\$200.00 200.00	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040659 - *Beverly, Tracy
RFD 100040588.	*Goodwin, Regan		9/1/2020	9/1/2020	\$99.27 99.27	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040588 - *Goodwin, Regan
Refund: 1000405	*Tamayo, Jesus		9/2/2020	9/2/2020	\$39.57 39.57	511311	Accounts Receivable	Refund: 100040515 - *Tamayo, Jesus
Refund: 603202	^Larsen, Brooke		9/9/2020	9/9/2020	\$8.64 8.64	511311	Accounts Receivable	Refund: 603202 - ^Larsen, Brooke
PR082820-258	AFLAC		9/2/2020	9/2/2020	\$106.50 106.50	102224	Health Savings Account	AFLAC EE
UT202002200	BLUE STAKES OF UTAH 811		9/4/2020	9/30/2020	\$25.68 25.68	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
0489857 PO# 3677	Citi Cards		9/4/2020	9/15/2020	\$39.49 39.49	104140.240	Admin OFFICE EXPENSE, SUP	Carry Bag for Laptop
9275-0820	Dominion Energy		8/28/2020	9/10/2020	\$10.60 10.60	104510.250	Parks EQUIPMENT OPERATIN	Cemetery shop
083120	Empire Waste Services		9/4/2020	9/15/2020	\$223.00 160.56 55.75 6.69	104140.280 516660.280 556350.250	Admin UTILITIES Admin UTILITIES Drainage EQUIPMENT OPERA	
11123-7	GREEN TREE LAWN & LANDSCAPE		8/31/2020	9/10/2020	\$875.00 875.00	104510.250	Parks EQUIPMENT OPERATIN	Mowing service
07312020	GUBLER, KYLE	47289	9/1/2020	8/1/2020	\$215.17 215.17	104140.250	Admin EQUIPMENT OPERATIN	Mileage July 2020
08312020	GUBLER, KYLE	47289	9/1/2020	9/1/2020	\$200.22 200.22	104140.250	Admin EQUIPMENT OPERATIN	Mileage Aug 2020
PR082820-6099	Health Equity		9/2/2020	9/2/2020	\$450.00 450.00	102224	Health Savings Account	PEHP Health Equity
2020-1405	HURRICANE CITY JUSTICE COURT		8/31/2020	9/12/2020	\$250.00 250.00	104121.240	Police JUSTICE COURT	Sept 2020 court billing
080420	HURRICANE CITY POWER		8/31/2020	9/10/2020	\$19.99 19.99	104140.280	Admin UTILITIES	La Verkin city sign
89187	HURST'S TOTAL PEST CONTROL		8/28/2020	9/10/2020	\$170.00 122.40 42.50 5.10	104140.280 516660.280 556350.250	Admin UTILITIES Admin UTILITIES Drainage EQUIPMENT OPERA	
PR082820-147	LEGAL SHIELD		9/2/2020	9/2/2020	\$54.83 54.83	102225	Misc Payable	LegalShield
20198272	LEXISNEXIS MATTHEW BENDER		9/4/2020	9/15/2020	\$1,118.07 805.01 279.52 33.54	104140.280 516660.280 556350.250	Admin UTILITIES Admin UTILITIES Drainage EQUIPMENT OPERA	2020 Full set

La Verkin City Invoice Register - 8/28/2020 to 9/11/2020 - All Invoices

9/10/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
631363	NAPA AUTO PARTS		8/31/2020	9/10/2020	\$13.10 13.10	104210.450	Police VEHICLE MAINTANCE	2018 Honda CRV filter
201001	Pelorus Methods, Inc.		9/4/2020	9/30/2020	\$2,600.00 1,050.00 525.00 525.00 250.00 250.00	104140.315 104210.315 516660.315 536310.315 556350.315	Admin COMPUTER EQUIPME Police COMPUTER EQUIPMEN Admin SOFTWARE OR INFOR IrrigationCOMPUTER EQUIPM Drainage SOFTWARE & COMP	Software and support Software and support Software and support Software and support Software and support
6500574	SCHOLZEN PRODUCTS CO INC		8/31/2020	9/10/2020	\$36.34 36.34	516340.450	O&M SYSTEMS MAINTENANC	Culinary water repair
6500744	SCHOLZEN PRODUCTS CO INC		8/31/2020	9/10/2020	\$575.59 575.59	536310.450	Irrigation WATER MAIN REPAIR	Irrigation repair supplies
6501120	SCHOLZEN PRODUCTS CO INC		8/31/2020	9/10/2020	\$63.80 63.80	516340.450	O&M SYSTEMS MAINTENANC	Rainbird 6 station module
6501984	SCHOLZEN PRODUCTS CO INC		9/4/2020	9/25/2020	\$51.50 51.50 \$727.23	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
RFD 100040022.	Sevy, April		9/5/2020	9/5/2020	\$82.70 82.70	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040022 - Sevy, April
312961	Southwest Utah Public Health Departme		9/8/2020	10/1/2020	\$100.00 100.00	516340.420	O&M PURIFICATION AND TRE	Water sample testing
09012020	U.S. POSTAL SERVICE	47285	9/1/2020	9/1/2020	\$461.22 217.55 129.57 45.98 68.12	104140.240 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
3520497070	UniFirst Corporation		9/4/2020	9/25/2020	\$45.09 0.45 5.41 8.12 0.45 0.45 20.74 0.45 2.71 0.45 5.41 0.45	104160.250 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	
25161	Utah Chief's Of Police Association		8/31/2020	9/25/2020	\$200.00 200.00	104210.210	Police BOOKS & MEMBERSHI	Membership dues 2020-2021
PR082820-501	UTAH RETIREMENT SYSTEMS	09022020	9/2/2020	9/2/2020	\$9,057.79 972.28 8,085.51	102223 102223	Retirement Payable Retirement Payable	401k Retirement
PR082820-449	Utah State Tax Commission		9/2/2020	9/2/2020	\$2,009.86 2,009.86	102222	State Withholding	State Income Tax
PR083120-449	Utah State Tax Commission		9/2/2020	9/2/2020	\$50.00 50.00	102222	State Withholding	State Income Tax

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
94770	WASHINGTON CO SOLID WASTE		9/8/2020	9/30/2020	\$20,191.54	546260.410	Garbage PAYMENT TO WASH	Aug. 2020
20-08	WASHINGTON COUNTY		8/31/2020	9/10/2020	\$12,245.00	104510.470	Parks IMPACT FEES	Confluence park restroom ad-on's
13785	WCWCD		9/1/2020	9/30/2020	\$2,948.55	516660.410	Admin PRODUCT OR SERVIC	Aug 2020 water development surcharge fees
13796	WCWCD		9/4/2020	9/30/2020	\$6,743.70	516660.440	Admin CONNECTION COSTS	Residential connections Aug. 2020
	Vendor Total:				\$9,692.25			
RI0901201	Weeks, James	ACH.7220.0902201106	9/1/2020	9/1/2020	\$1,200.00	104140.311	Admin ATTORNEY	
RED 100040303.	Wilmarth, Matea		9/1/2020	9/1/2020	\$58.03	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040303 - Wilmarth, Matea
0155479875	ZIONS FIRST NATIONAL BANK CC		9/4/2020	9/25/2020	\$162.00	104253.250	Animal EQUIPMENT OPERATI	Nobivac canine shots
0434972246	ZIONS FIRST NATIONAL BANK CC		9/4/2020	9/25/2020	\$136.22	104253.250	Animal EQUIPMENT OPERATI	Rabvac rabies vaccine
	Vendor Total:				\$298.22			
3 - 2017 Sales Ta	ZIONS FIRST NATIONAL BANK.		9/5/2020	9/5/2020	\$18,500.00	304715.810	Principal Payment - 2017: 300	Principal - 2017 Sales Tax Rev - Roads
					12,000.00		Interest Payment - 2017: 300 W	Interest - 2017 Sales Tax Rev - Roads
					6,500.00	304715.820		
PR082820-234	ZIONS FIRST NATIONAL BANK.	09022020	9/2/2020	9/2/2020	\$9,928.08		FICA & FWT Withholding	Social Security Tax
					5,706.52	102221	FICA & FWT Withholding	Medicare Tax
					1,334.64	102221	FICA & FWT Withholding	Federal Income Tax
					2,886.92	102221		
PR083120-234	ZIONS FIRST NATIONAL BANK.	09022020	9/2/2020	9/2/2020	\$335.60		FICA & FWT Withholding	Social Security Tax
					231.44	102221	FICA & FWT Withholding	Medicare Tax
					54.16	102221	FICA & FWT Withholding	Federal Income Tax
					50.00	102221		
	Vendor Total:				\$28,763.68			
	Total:				\$91,901.74			
							GL Account Summary	
					10,263.68	102221	FICA & FWT Withholding	
					2,059.86	102222	State Withholding	
					9,057.79	102223	Retirement Payable	
					556.50	102224	Health Savings Account	
					54.83	102225	Misc Payable	
					250.00	104121.240	Police JUSTICE COURT	
					257.04	104140.240	Admin OFFICE EXPENSE, SUP	
					415.39	104140.250	Admin EQUIPMENT OPERATI	
					1,107.96	104140.280	Admin UTILITIES	
					1,200.00	104140.311	Admin ATTORNEY	
					1,050.00	104140.315	Admin COMPUTER EQUIPME	

La Verkin City Invoice Register - 8/28/2020 to 9/11/2020 - All Invoices

9/10/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					0.45	104160.250	Bldg EQUIPMENT OPERATING	
					200.00	104210.210	Police BOOKS & MEMBERSHI	
					525.00	104210.315	Police COMPUTER EQUIPMEN	
					13.10	104210.450	Police VEHICLE MAINTANCE	
					5.41	104240.250	Inspect EQUIPMENT OPERATI	
					298.22	104253.250	Animal EQUIPMENT OPERATI	
					8.12	104410.250	Streets EQUIPMENT OPERATI	
					0.45	104410.745	Streets STREET IMPROVEME	
					886.05	104510.250	Parks EQUIPMENT OPERATI	
					12,245.00	104510.470	Parks IMPACT FEES	
					40,454.85		Total	
					12,000.00	304715.810	Principal Payment - 2017: 300	
					6,500.00	304715.820	Interest Payment - 2017: 300 W	
					18,500.00		Total	
					48.21	511311	Accounts Receivable	
					440.00	512330	Turn on Fee/Renter Deposit	
					20.74	516340.250	O&M EQUIPMENT OPERATI	
					100.00	516340.420	O&M PURIFICATION AND TRE	
					177.77	516340.450	O&M SYSTEMS MAINTENANC	
					129.57	516660.240	Admin OFFICE EXPENSE, SUP	
					377.77	516660.280	Admin UTILITIES	
					525.00	516660.315	Admin SOFTWARE OR INFOR	
					2,948.55	516660.410	Admin PRODUCT OR SERVIC	
					6,743.70	516660.440	Admin CONNECTION COSTS	
					11,511.31		Total	
					45.98	536310.240	Irrigation OFFICE EXPENSE, S	
					2.71	536310.250	Irrigation EQUIPMENT OPERA	
					250.00	536310.315	IrrigationCOMPUTER EQUIPM	
					576.04	536310.450	Irrigation WATER MAIN REPAIR	
					874.73		Total	
					20,191.54	546260.410	Garbage PAYMENT TO WASH	
					68.12	556350.240	Drainage OFFICE EXPENSE, S	
					50.74	556350.250	Drainage EQUIPMENT OPERA	
					250.00	556350.315	Drainage SOFTWARE & COMP	
					0.45	556350.440	Drainage NEW SERVICES	
					369.31		Total	
					\$91,901.74		GL Account Summary Total	



OFFICE OF THE
STATE AUDITOR

Questionnaire

As of April 2019

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions below.
- Total the points of the questions marked "Yes" and put on the "Total Points Earned" line below.
- Using the points earned, circle the risk level on the "Risk Level" line below.

Total Points Earned: 315 Risk Level:

Very Low	Low	Moderate	High	Very High
> 344	310-344	280-309	200-279	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	✓	200
2. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	✓	10
3. Does the entity have written policies in the following areas:		
a. Conflict of interest?	✓	4
b. Procurement?	✓	1
c. Ethical behavior?	✓	3
d. Reporting fraud and abuse?	✓	4
e. Travel?	✓	3
f. Credit/Purchasing cards (where applicable)?	✓	2
g. Personal use of entity assets?	✓	1
h. IT and computer security?	✓	1
i. Cash receipting and deposits?	✓	1
4. Does the entity have a licensed CPA as part of its management team?		20
a. If no, do any members of the management team have a bachelor's degree in accounting?		10
5. Have all of the board members completed the State Auditor online training at least once in the last four years?		5
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	✓	15
7. Does the entity have a fraud hotline?		35
8. Does the entity have a formal internal audit function?	✓	50
9. Does the entity have a formal audit committee?	✓	20

Completed By: Tracy Benson Completion Date: 9/9/2020



OFFICE OF THE
STATE AUDITOR

Questionnaire

As of April 2019

Basic Separation of Duties

See page 2 of this questionnaire for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?			X	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			X	
4. Are all the people who have access to blank checks different from those who are authorized signers? <i>per policy</i>	X			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?			X	
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

RESOLUTION R-2020-__

A RESOLUTION UPDATING AND ADOPTING THE CITY'S RISK MANAGEMENT POLICY (2020) FOR THE CITY; AND PROVIDING FOR AN EFFECTITVE DATE

WHEREAS, in 2008, the City's auditors noted certain actual or potential deficiencies and/or risks in the City's operations; and

WHEREAS, in 2008, the City changed its accounting software/programs from Caselle to Pelorus Methods, Inc.; and

WHEREAS, the auditors and the accountants and employees at Pelorus provided input and recommendations to the Mayor and Staff in an effort to address the noted deficiencies and/or risks; and

WHEREAS, the Mayor, City Council, and several members of the City Staff subsequently received fraud risk management training from, and completed the manual "Evaluating Risk and Establishing Internal Control" by, Pelorus; and

WHEREAS, a set of risk management policies (hereinafter referred to as the City's "Risk Management Policy") was prepared and staffed by and through the Mayor, City Treasurer, and other members of Staff; and

WHEREAS, the Mayor and Staff recommended the adoption of said Risk Management Policy; and

WHEREAS, the City Council, in May 2009, expressed the desire, belief and considered opinion that said *Risk Management Policy* reduced the City's exposure to risk – while promoting a productive, efficient and effective use of the City's resources – and that its adoption was in the best interests of the City and its employees; and

WHEREAS, the City Council, on May 20, 2009, adopted Resolution No. R-2009-03, adopting said *Risk Management Policy*; and

WHEREAS, it was determined that such policy should be periodically reviewed and updated, as needed; and

WHEREAS, a review/evaluation of the policy was made by City Staff, resulting in a number of recommended additions, clarifications, and/or revisions thereto to strengthen or otherwise improve the *Risk Management Policy* (as adopted in 2009); and

WHEREAS, the City Council, on July 7, 2010, adopted Resolution No. R-2010-15, adopting said *Risk Management Policy (as Amended)*; and

WHEREAS, at the suggestion of the City's auditor, a review/evaluation of the amended policy was recently made by City Staff, resulting in a number of recommended additions, clarifications, and/or revisions thereto to strengthen or otherwise improve the *Risk Management Policy* (as adopted in 2009, and amended in 2010); and

WHEREAS, the City Council desires, believes and is of the considered opinion that said *Risk Management Policy* (as further revised and attached hereto), to be known as *Risk Management Policy* (2020), further reduces the City's exposure to risk—while promoting a productive, efficient and effective use of the City's resources—and that its adoption is in the best interests of the City and its employees.

* * *

I. **NOW THEREFORE BE IT RESOLVED** by the City Council of LaVerkin, Utah, as follows:

- A. That Resolution No. R-2010-15 (and the amended *Risk Management Policy* adopted thereby and attached thereto) is hereby repealed and that *Risk Management Policy* (2020), attached hereto as **Exhibit A**, is hereby adopted in its stead, by the City, to provide guidance with regards to matters of internal risk management and control.
- B. That violation(s) of the policies set forth therein may subject the violator(s) to such disciplinary action under Section VIII of the City's *Personnel Policies and Procedures Manual* [see, e.g., Section VIII.3(16) thereof ("violation of LaVerkin City policies")].

II. **BE IT FURTHER RESOLVED** that (a) if any part of this resolution shall be declared invalid, such declaration shall not affect the validity of the remainder of this resolution; (b) all resolutions or policies in conflict herewith are hereby repealed to the extent of any such conflict; and (c) this resolution shall take effect immediately upon passage.

PASSED, ADOPTED AND APPROVED this ____ day of September, 2020.

RICHARD M. HIRSCHI, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder

Exhibit A

Risk Management

Receipting

Risk

Incorrect changes made to system databases or web site.

Control

We will limit the user access to the systems so that only a select number of people will have access. (The Mayor, Directors, City Administrator)

R-Money missing from cash drawer

C-Limit access to drawer, lock drawer when not in immediate vicinity, any employee taking cash needs to give customer a receipt and print a second receipt that is initialed by employee and put in drawer with daily paperwork. We also have a recording sheet of cash in/out, time and initial of employee taking the cash.

C- Cash drawer is monitored by a security camera; it also views the lobby and front door.

R-Not correctly putting in checks or crediting the wrong account.

C-Employee will initial every check they input into computer, if there is a problem we can go back and do training with that employee to assure fewer mistakes in the future.

R-Creating accounts for non-existence customers.

C-Check monthly by person not doing billing and receipting.

R-Incorrect billing and/or giving services with no billing.

C-Treasurer will periodically check service accounts for correct billing.

R-Putting incorrect amounts on customer accounts.

C-Send monthly billing to customers, have person not involved in billing go thru billing register to make sure correct amounts are billed.

R-Cash in mail or drop box not properly put on customer account.

C-Where feasible, two employees should be present when opening mail and night box payments

R-Putting incorrect payments on another customers account.

C-Send monthly billing to customers. Have an employee not involved in billing go through billing register to make sure correct amounts are billed.

R-Incorrect OCC's are being done.

C-The Treasurer and City Administrator need to sign off on all OCC's monthly. Also billing person needs permission from Director before doing any OCC's.

R- No segregation of duties.

C- Billing will be done by 2 people. The billing specialist will record payments and make up deposit. The Recorder will check deposit with daily receipts. A Director will then deposit funds at the bank.

R- Incorrect amount of money put into safe at close of day.

C- Two people will always put money in safe at night and take out in the morning.

Processing

R- Supplies being ordered in excess or without permission.

C- Before ordering need to get a PO approved City Administrator for items over \$500.00. Treasurer will compare invoice to supplies. Invoices will not be paid if proper PO is not in place. Employees are not allowed to order without proper PO authorization. Treasurer will make sure items are within budget before assigning a PO #. All invoices need to be turned in so the Treasurer can compare with PO.

R-Charges are made on an incorrect GL #.

C-City Council will approve invoices and GL's before authorizing payment, to assure correct accounts are charged.

R-Invoices are recorded in wrong period.

C-With Pelorus invoices need to be put in with invoice date and due date.

R-Items ordered on PO for personal use.

C-Directors will check that items ordered arrive and are used for City use only.

R- Expenditure made by unauthorized individual.

C- Check signing is done by 2 people; invoices are checked for accuracy. Blank check stock is kept in a secured location in Treasurer's office. Checks are used in sequence and sequence is checked during reconciliation monthly.

R- Bank Reconciliation is prepared by individual with incompatible job responsibilities.

C- Bank Reconciliations are done by Recorder. Reconciliations are initialed by City Administrator and Mayor when done.

Assets

R- Assets are carried with an inappropriate amount.

C- Management will periodically review the values to make sure they are correct.

R- Loss of moveable capital assets or assets below the threshold that are sensitive or vulnerable to loss.

C- A full inventory will be kept in Pelorus with all assets above \$300. in property module with all depreciation values listed. An inventory of all other city assets below \$300. is kept in a file in the Treasurer's office and will be checked annually or sooner as appropriate.

R- Assets are retired without authorization.

C- We have a written procurement policy on how to handle assets that are no longer needed by the city and must be followed.

R- Concession stands are not properly inventoried or accounted for.

C- Have all concessions inventoried and keep a tally of items that are sold that reconcile with all monies received and turned into the city office within 24 hours of the event. The concessionaire and Treasurer will count monies together and receipt into Pelorus. The concessionaire would then get a printed receipt as well and a receipt would go with the daily paperwork.

R- Inventory from Park shops taken during working hours.

C- Report to Police immediately when you find inventory missing. Lock shop when not in the area.

Payroll

R-Wages paid to fictitious employee or time is not taken off accrued benefits correctly.

C-Checks are verified and signed by 2 people; any vacation, sick time or flex time will be pre-authorized by City Administrator and Directors. Time off requests are attached to pay stub and kept in payroll files. Payroll will quarterly check back timecards to make sure time allocations were correctly put into computer.

R- Employee is paid for an incorrect amount of time worked, or an incorrect rate.

C- Time cards are checked by City Administrator and maintained for reconciliation of payroll register. Detailed records are maintained for accrual, usage and liability for compensated absences and verified.

R- Payroll costs are charged to incorrect general ledger accounts.

C- Payroll allocations are set and checked periodically by a person other than payroll clerk and looked at monthly to access if correct. Wages from payroll registers are reconciled to W-2 wages at the end of the year.

R- Payroll liabilities are not paid timely.

C- Through Pelorus liabilities are scheduled at the time of Payroll and processed accordingly.

R- Employee pay raises are not correct or not recorded.

C- Payroll does an Employee Action Form with the signature, date and amount of the pay change. The form would stay in the employee folder, secured in the Treasurer's office.

Budget

R- Amounts expended may exceed the amount of revenue.

C- The Mayor and Council adopt a budget for all funds; financial statements are given to Council quarterly and reviewed to make sure appropriate spending is staying with budgets. The Council also receives monthly expenditures report.

ENFUSION TECHNOLOGIES SOFTWARE LICENSE AGREEMENT

This Software License & Maintenance Agreement (the "Agreement") is made and effective September 1st, 2020 and ending June 30th, 2025.

BETWEEN: Enfusion Technologies, LLC (the "Licensor"), a corporation organized and existing under the laws of the State of Utah with its head office located at:

1988 South 2940 East
St. George, UT 84790
(435) 668-3248

AND: City of LaVerkin (the "Licensee"). A corporation organized and existing under the laws of the state of Utah at:

435 North Main Street
LaVerkin, UT 84745
(435) 635-2581

RECITALS

WHEREAS, Licensor has developed certain computer programs/software and related documentation more particularly described in Schedule A attached hereto (the "License") and desires to grant Licensee a license to use the Software; and

WHEREAS, Licensee wishes to use the Software under the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

1. DEFINITIONS

The following definitions shall apply to this Agreement:

"Derivative Works" means any software programs, and copies thereof, which are developed by a third party and which are based on or incorporate any part of the Software, including without limitation any revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the Software may be recast, transformed or adapted, and that, if prepared without Licensor's authorization, would constitute a

copyright or trade secret infringement of the Software.

"Documentation" means all documentation set forth in Section 10 relating to Software provided by Licensors to Licensee listed in Schedule A.

"Software" means the computer programs and documentation listed in Schedule A attached to this Agreement.

"Setup" means setting up Licensee's information on the cloud servers.

"Fiscal Year" is from July 1st to June 30th.

2. SOFTWARE LICENSE

This Agreement is effective when executed by both parties and will continue for the term set forth in Schedule B. Licensors hereby grants to Licensee the option to renew the initial term for additional periods of time at the election of Licensee.

3. SOFTWARE LICENSE FEE

As consideration for the License to use the Software System granted to Licensee herein, Licensee shall pay to Licensors the License Fee pursuant to the Payment Schedule set forth in Schedule B.

4. LICENSEE'S RIGHT AND OBLIGATIONS

Licensee may:

- A. Create, download, save, and/or print all permits, documents and inspections stored and/or created by the Software.
- B. Use and access the Software according to the rights and provisions set forth in this Agreement.

United States copyright laws and international treaties protect the Software and Documentation specific to the Software. Licensee must treat the Software and Documentation like any other copyrighted material.

Licensee may not:

- A. Copy the Software or Documentation for the purpose of sharing with unauthorized users;
- B. Copy the Software or merge it into another program;
- C. Modify or adapt the Software or merge it into another program;
- D. Reverse engineer, disassemble, decompile or make any attempt to discover the source code of the Software;
- E. Sub-license, rent, lease or lend any portion of the Software or Documentation.

5. REPRESENTATIONS AND WARRANTIES

Both parties hereby represent that:

- A. Licensors are the owner of all right, title and interest, including copyright, of the Software and the Documentation of the Software.
- B. Licensee is the owner of all right, title and interest, including copyright, of the data, reports and documents input into and produced by the Software and stored on the Licensee's servers.
- C. Licensors have not granted any rights or licenses to the Software that would conflict with Licensors' obligations under this Agreement.
- D. Licensors are fully aware of Licensee's business requirements and intended uses for the Software and the Software shall satisfy such requirements and is fit for such intended uses.
- E. Licensors will not enter into any agreement with any third party which would affect Licensee's rights under this Agreement, or bind Licensee to any third party, without Licensee's prior written consent.
- F. Licensee's use of the Software as authorized by this Agreement will not infringe any existing copyright, trade secret, Derivative Works, patent or trademark rights of any third party.

6. TERMINATION

Licensors shall have the right to immediately terminate the License if Licensee fails to perform any obligation required to be performed by Licensee under this Agreement if Licensee becomes bankrupt or insolvent. This License Agreement takes effect upon Licensee's use of the Software and remains effective until terminated. Licensee may terminate it at any time by providing a 30-day written notice. If Licensee requests termination of this Agreement, any amounts collected for that fiscal/calendar year shall be forfeited. If Licensors requests termination of this Agreement, any monies collected for that fiscal/calendar year shall be refunded to Licensee upon cancellation.

Licensee will be given ninety (90) days' notice if Licensors decides to terminate the agreement other than for reasons of Licensee failing to perform obligations.

7. TITLE TO SOFTWARE

Licensors retains title to and ownership of the Software and all enhancements, modifications and updates to the Software.

8. MODIFICATION AND ENHANCEMENTS

Licensee will make no efforts to reverse engineer the Software, or make any modifications or enhancements without Licensors's expressed written consent.

9. THE SOFTWARE

The Software shall include the software itself and all modules, modifications, enhancements or components hereto. The Software shall perform their functions and shall comply with the specifications identified or set forth on Schedule A, annexed hereto. Each Software module or component specification and proposed functions are referred to in Schedule A and are expressly incorporated by reference herein.

10. DOCUMENTATION

The Documentation shall consist of all operator and training videos, webinars, guides and specifications, and other materials used in conjunction with the Software, as set forth in Schedule A, annexed hereto. Licensee shall have the right, as part of the License granted herein, to make as many additional copies of the Documentation for its own use, as Licensee desires.

11. OPERATING ENVIRONMENT

The Software, and each module or component and function thereof, shall be capable of operating fully and correctly on the combination of computer equipment ("hardware"), the programming language and the Operating System and License.

12. BACKUP

The Software runs daily backups of Licensee's documents and files and stores the backups in a separate location. Licensee may request a copy of any such backup with a written request to Licensors. Licensors will provide a copy of Licensee's backup within five (5) business days of receiving the written request.

13. DELIVERY

Within 7 days of the execution of this Agreement by Licensors and Licensee, Licensors shall grant Licensee access to the Software.

14. MULTIPLE USE OPTION

Licensee shall have the option to extend the license granted hereunder to include use of the Software on more than one CPU, giving access to the Software to individuals and/or companies associated with the Licensee, which it may exercise in its sole discretion at any time.

15. TRAINING

The License Fee includes all costs for the training of Licensee's employees on the use and operation of the Software on the Hardware, including instruction in any necessary conversion of Licensee's data for such use. Pursuant to a mutually agreed upon schedule, Licensors shall provide sufficient experienced and qualified personnel to conduct up to three (3) full eight-hour days of such training of groups of up to 10 employees or other personnel of Licensee at a location or locations designated by Licensee.

16. ADDITIONAL SUPPORT

Licensors, without additional charge, will provide all reasonably necessary telephone, webinar or other mutually agreed upon electronic consultation requested by Licensee in connection with its use and operation of the Software or any problems therewith. Telephone, webinar or other mutually agreed upon electronic consultation shall be requested and provided only during Licensors' normal business hours.

17. SOFTWARE MAINTENANCE CONTRACT AND RENEWAL OPTION

Licensors shall provide maintenance, additional support and enhancements in connection with the Software during the term at no additional cost to Licensee.

18. LICENSEE'S MODIFICATIONS

Licensee shall have the right, in its own discretion, to use and adapt the Software for its own purposes, through the services of its own employees, provided that same agreement not to disclose or distribute any part of the Software to any other person or entity or otherwise violate Licensors' proprietary rights therein.

19. CONFIDENTIALITY

The Software contains trade secrets and proprietary knowledge that belong to the Licensors, and are being made available to Licensee in strict confidence, and shall be treated by Licensee as copyrighted, proprietary software, and may be subject to the Utah Government Records Access and Management Act ("GRAMA"),

ANY USE OR DISCLOSURE OF THIS SOFTWARE, OR ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, OR AS REQUIRED BY GRAMA, OR OTHER APPLICABLE LAW, MAY BE ACTIONABLE AS A VIOLATION OF LICENSORS' TRADE SECRET RIGHTS.

Licensors shall maintain confidentiality of and manage customer data and secure all information related to the Licensee and their customers and residents. Licensors will never sell or distribute Licensee's information or their customer database to any third party.

20. LICENSOR'S PROPRIETARY NOTICES

Licensee agrees that any copies of the Software or Documentation which it makes pursuant to this Agreement shall bear all copyright, trademark and other proprietary notices included therein by Licensor and, except as expressly authorized herein, Licensee shall not distribute same to any third party without Licensor's prior written consent. Notwithstanding the preceding sentence, Licensee may add its own copyright or other proprietary notice to any copy of the Software or Documentation that contains modifications to which Licensee has ownership rights pursuant to this Agreement.

21. ASSIGNMENT

Licensee may assign this Agreement to any subsidiary or affiliate under its control, or as part of the sale of that part of its business, which includes the Hardware or any substantial portion of its data processing facilities, or pursuant to any merger, consolidation or other reorganization, without Licensor's consent, upon notice to Licensor. Licensor shall not assign this Agreement without Licensee's prior written consent, which shall not be unreasonably withheld. An assignee of either party, if authorized hereunder, shall have all of the rights and obligations of the assigning party set forth in this Agreement.

22. INDEMNITY

Licensor agrees to indemnify and hold harmless Licensee and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Licensee's use or possession of the Software or Documentation, or the license granted hereunder, infringes or violates the copyright, trade secret or other proprietary right of any third party. Licensor shall defend and settle at its sole expense all suits or proceedings arising out of foregoing, provided that Licensee gives Licensor prompt notice of any such claim. No settlement which prevents Licensee from its continued use of the Software as provided herein shall be made without Licensee's prior written consent. In all events, Licensee shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing.

23. MEDIATION

The parties agree that they will endeavor to settle any dispute controversy or claim arising out of or relating to this Agreement, which they are unable to settle through direct negotiations, by mediation before resorting to arbitration, litigation, or other dispute resolution procedure.

24. ATTORNEY FEES

If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

25. LIMITED LIABILITY

Unless otherwise expressly stated herein, if Licensor breaches this Agreement, Licensor's liability shall be limited to damages no greater than the current fiscal/calendar year's pro-rated paid balance. Unless otherwise expressly stated herein, if Licensee breaches this agreement, Licensee's liability shall be limited to damages no greater than the current fiscal/calendar year's pro-rated paid balance.

26. NOTICE

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by notice to the other party.

27. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State Utah.

28. SEVERABILITY

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

29. NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

30. PAYMENT

Payments shall be made to the Licensor at the address listed above. Maintenance Fee payments, as listed in Schedule B, are due on the first day of the fiscal/calendar year for the following year, as stated in Schedule B. Licensor grants a 30-day grace period for payments of Maintenance Fees. Failure to pay the Maintenance Fees past the 30-day grace period shall result in a 10% late charge per month for each month past the due date. If Maintenance Fees are not paid within six (6) months of the due date, Licensor may suspend the use of the Software until payment or other written arrangements by Licensor and Licensee have been made.

32. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding of the parties as to its subject matter and may not be modified except in a writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set for first above, with full knowledge of its contents and significance and intending to be legally bound by the terms hereof.

LICENSOR

LICENSEE

Bradi Frei Eardley

Bradi Frei Eardley

Owner

Licensee

[Seal]

Attest:

Recorder

8/31/20

Date

Date

SCHEDULE A

COMPUTER SOFTWARE AND DOCUMENTATION

Access to the City Inspect™ Software Products and Documentation is located on the EC2 Cloud Server located on this URL address: <https://laverkin.cityinspect.com>.

All City Documents are stored on the EC2 Cloud Server and are available at any time to download to City Servers. In the event the Documentation URL changes, the Licensor will provide sufficient notice and support of any change.

The cloud server storage allotment is based off the annual single-family, multi-family, apartments and commercial permits issued each fiscal year (July 1st to June 30th), up to 100 permits. This number is averaged over the term of the contract and will be evaluated when the contract is complete. Licensee has an unlimited amount of permits in the system; the only permits counted in the average are the permit types stated above, as they use the most storage. Upon renewal of this contract, the average number of permits over the last year will be used to determine the rate structure for the new contract and will be negotiated by Licensor and Licensee. The cost for the cloud server storage is included in the Maintenance Fees, stated in Schedule B.

Support Documentation is located on cityinspect.com.

SCHEDULE B

LICENSE FEE

One-Time Licensee Fee shall be \$5,800. (*Discount reflected below.)

MAINTENANCE AGREEMENT FEES

This license is effective when executed by both parties and will last for a term of three (3) years at the price set forth below. Licensor hereby grants the option to renew said contract, each for a period determined at the end of the contract, for a fee negotiated by Licensee and Licensor upon renewal.

[YEARS ONE THROUGH FIVE]

Year 20-21 Maintenance Fees shall be \$2,083.33. (10 months prorated).

Year 21-22 Maintenance Fees shall be \$2,500.

Year 22-23 Maintenance Fees shall be \$2,500.

Year 23-24 Maintenance Fees shall be \$2,500.

Year 24-25 Maintenance Fees shall be \$2,500.

[TOTAL DUE UPON COMMENCEMENT OF THIS AGREEMENT]

One-Time License Fee: \$5,800.

Discount: -(\$1,500.)*

Contract Amount for remaining (10 months) FY 20-21: \$2,083.33.

Total Due upon commencement of this agreement: \$6,383.33.

Possible Names for Park at 210 South 300 West

- Power Plant Park – Several People
- Confluence Vista Park - Jed Stout
- La Verkin Park View - Jed Stout
- Gordon Wood Park - Jed Stout & Others
- Lyman Gubler Park – Jed Stout & Others
- La Verkin Landslide Overlook – Colleen Hardy
- Kids Garden Park – Colleen Hardy
- Cubs on the Loose Park – Colleen Hardy
- La Verkin Nature Path Park – Colleen Hardy
- Sequestered Sabbatical Park – Colleen Hardy
- Endurance Park – Bristol Family
- River Garden Park – Bristol's
- Electric Garden Park – Bristol's
- Rocky River Trails Park – Bristol's
- Pheasant Glen Park – Bristol's
- History Park – Bristol's
- La Verkin Gardens Park – Bristol's
- Prophet Park – Bristol's
- Desert Sun Park – Bristol's
- Relina Park – Bristol's
- Leavenworth Park – Bristol's
- Sandi Trails Park – Bristol's
- Lava Basin Park – Melanie Burgoin
- Rio Virgin Park – Rose English
- La Verkin Landslide Overlook Park – Colleen Hardy
- Upper Confluence Park – Susan Mangum
- Lava Park – Rebecca Josephson
- Sandy Point Park – Rebecca Josephson
- Stoner Park – Makayla Willard
- Virgin Overlook Park – Leon Gubler
- Canyon Ridge Overlook Park – Nicole Stout
- La Verkin City Park 2.0 – Stephanie Allred
- Trailhead Park – Laura Randall

