

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, October 7, 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. Presentation:

1. Piano performance by Kyson and Bailee Shirley-Dana Randall
2. Senior Companion and Foster Grandparent Programs-Joni Lyman

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. Minutes: September 16, 2020 regular meeting
4. Review Checks and Invoices: \$164,328.81

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

E. Business:

1. Discussion and possible action to approve a donation to the Senior Companion and Foster Grandparent programs.
2. Discussion and direction on the possibility of selling City property on 300 South between State Street and the animal shelter.
3. Discussion and possible action on the 2020 Subaru Loves Pets Marketing Agreement.
4. Discussion and possible action to approve a purchase/lease of two police vehicles.
5. Discussion on the 2021 La Verkin City scholarship award.

F. 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

G. Adjourn:

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

Certificate of Posting

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

111 S. Main and 435 N. Main on October 2, 2020.

Christy Ballard, City Recorder

City of La Verkin

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La Verkin City Council Meeting Minutes Wednesday, September 16, 2020, 6:00 p.m. Council Chambers, 111 S. Main, La Verkin, Utah

Present: Mayor Richard Hirschi, Council Members: Micah Gubler, Patricia Wise, Ray Justice, and Kelly Wilson; Staff: Christy Ballard, Troylinn Benson, Chief Ben Lee, and Kyle Gubler; Public: Brian Stewart, and Nick Nuccitelli.
Councilman Chuck Hardy, Derek Imlay, and Kevin Bennett were excused.

A. Called to Order –The invocation/thought and the Pledge of Allegiance were given by Patricia Wise at 6:01 pm.

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

The motion was made by Councilman Ray Justice to approve the consent agenda as written, including the minutes of the September 2, 2020, regular meeting and checks and invoices in the amount of \$91,901.74, second by Councilman Micah Gubler. Roll Call Vote: Wilson-yes, Wise-yes, Justice-yes, Gubler-yes. The motion carried unanimously.

C. Citizen Comment & Request for Future Agenda Items:

No comments were made.

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.

Kyle explained the auditor requested the Risk Management Policy be updated. These are the procedures set to protect money coming into the City.

Troylinn reported La Verkin City is in the low-risk category. The only way to get a very low score is to have a CPA on staff.

We have not received a finding for the segregation of duties for several years.

The motion was made by Councilman Ray Justice to approve Resolution No. 2020-17; a resolution updating and adopting the City's Risk Management Policy (2020) for the City, second by Councilman Kelly Wilson. Roll Call Vote: Gubler-yes, Justice-yes, Wise-yes, Wilson-yes. The motion carried unanimously.

2. Discussion and possible action to approve an agreement with Enfusion Technologies LLC for building permit software.

Kyle explained this software would allow the building permit process to be completely online. It does qualify for CARES ACT money so the initial setup and first-year fee will be paid for and the City will just be responsible for the annual payment moving forward. Most of the surrounding communities are using this software so the builders will be familiar with how it works. It also helps the City follow the new regulation set by the State of time limit to complete inspections. The annual fee for the software is \$2,500. Derek is prepared to incorporate this into his budget moving forward. Kyle did get quotes from a couple of companies and this is the least expensive and it is also what other communities are using.

Councilman Gubler asked how many building permits the City gets annually.

Kyle explained the City is looking forward to Cottonwood Hollow and Sunset View Estates bringing in more building permits than usual. We have already exceeded last year's permit numbers.

Councilwoman Wise asked if the benefit from the software was worth the cost of it.
How long is the contract for?

Kyle stated he feels it does. It makes the City more efficient and is beneficial to the builder as well. It is a month to month contract so we can change companies if we decide.

The motion was made by Councilwoman Patricia Wise to approve an agreement with Enfusion Technologies LLC for building permit software, second by Councilman Ray Justice. Roll Call Vote: Wilson-yes, Wise-yes, Justice-yes, Gubler-yes. The motion carried unanimously.

3. Discussion and possible action to modify the 2020 Winterfest Celebration.

Kyle reported the Committee has mixed emotions. However, they do feel anything inside should be canceled. The race will also not be happening, the lady in charge of that has some health issues and didn't feel comfortable moving forward with it.

The original plan was to have the tree lighting ceremony, parade, and fireworks. Then several people on the committee felt like other things should be included like continuous entertainment at the park and food vendors.

The PTO would also like to have breakfast with Santa as a fundraiser. Kyle told them the City could not include it in their celebration, however, if the School District approved them to move forward with it, they could have it on the same day. The Council needs to decide what they would like to move forward with for the celebration so the committee can begin planning.

The entertainment would be outside, we would set the chairs six feet apart to encourage social distancing.

Councilman Gubler mentioned participating in the County Fair parade and there was no social distancing happening and very few people were wearing masks and the County did not report an increase in COVID numbers.

Dr. Blodgett from the Southwest Utah Health Department has reported they have not seen an increase from outside events.

Whatever the Council determines, we can encourage social distancing, however, we need to know people will congregate where they want to.

Kyle reported on November 7th the City is going to host a soapbox derby. Officer Nick Nuccitelli is going to spearhead that race.

Councilwoman Wise pointed out Washington County did not have an increase in COVID cases after the county fair, however, Cedar City did have an increase in COVID numbers after theirs. She would rather be careful with people's health and not have continuous entertainment.

Kyle explained nothing has been planned and the fireworks have not been ordered so if the Council could decide by the next City Council meeting, he would appreciate it.

Mayor Hirschi reported the Roundup Rodeo is moving forward.

Councilman Gubler was fine to move forward with the continuous entertainment with encouraging social distancing but he would also be fine without it.

Councilman Wilson was okay with either.

Councilman Justice is fine moving forward with anything outside.

Kyle asked if the Council would like a time limit on the entertainment.

The Council decided on a limited Winterfest Celebration for 2020. There will be a parade, tree lighting ceremony, fireworks, and two hours of entertainment.

4. Discussion and possible action on possible renaming of the new Power Plant Trailhead Park on 210 South. There was a list of potential names for the park included in the packet. These names came from the Facebook survey.

Councilman Justice had a person request the City name the restroom Kyles Kan and wanted it included in the minutes.

Councilwoman Wise pointed out several people suggested naming the park after individuals. She would like to include those names in the history rather than naming the park after them.

She is in favor of keeping the name, so people understand it is a trailhead park and not just a neighborhood park.

Councilman Wilson was in favor of keeping the name.

Councilman Gubler was also in favor of keeping the name and also liked the idea of including the names in the history signage.

Kyle mentioned adding the Wilkinson name to the history, they are who ran the dairy.

Mayor Hirschi suggested the canal ditch needs to be discussed in the history too.

Councilwoman Wise brought up the trailhead at 400 S 100 W. Findlay Subaru and Canyon Media have agreed to place a kiosk at this trailhead. She is planning on having the history of the canal company with a few personal stories on that kiosk along with a copy of the overlook trail map and flora and fauna information.

Councilman Gubler suggested naming the park the Power Plant Park and Trailhead.

Councilwoman Wise agreed that the name is a mouthful and was fine if the Council would like to remove trailhead from the name and call it the Power Plant Park.

Councilman Justice said he feels it is important to honor the people that worked hard so we can enjoy what we have today.

Councilwoman Wise mentioned it had been suggested by the park committee to let people buy bricks or benches with their name on it for the City side of the park. The City could create special stones with the names of people who had an impact on Confluence Park. Another idea is to create a sign separate from what the County is going to install with those names on them.

Councilman Wilson pointed out the safety issue along the edge. It may be a good idea to put a fence along the ledge that wouldn't obstruct the vision but make it a safe park.

Councilwoman Wise mentioned this issue had been discussed by the park planning committee and the County. The County is responsible for installing the rim path and bump-outs. The bump-outs will have a metal fence with the bars, but they would not keep a youngster from going through the railing. The County's thoughts where they were creating a natural area and should be kept open, like National Parks.

The playground will have a wooden fence around it, but it is more of an area separator, not a physical boundary. If the Council decided they would like to install a chain-link fence that can be determined when we get to that phase.

The Council decided to name the park Power Plant Park.

Kyle will post the name of the park on Facebook and also that the people mentioned will be honored another way.

E. Mayor & Council Reports:

Wilson-Nothing to report.

Wise-Reported on the September 9th Planning Commission meeting.

Justice-Confluence Park did receive a Utah Outdoor Recreation grant for \$150,000 that will go toward the pedestrian bridge. They did not receive the RTP grant for \$100,000 that would have also helped with the bridge.

Gubler-Nothing to report.

F. Adjourn:

The motion was made by Councilman Ray Justice to adjourn. The motion was carried unanimously at 7:03 pm.

Minutes were done by Christy Ballard.

Date Approved

Mayor Richard M. Hirschi

ATTEST: _____

Christy Ballard
City Recorder

La Verkin City Invoice Register - 9/12/2020 to 9/30/2020 - All Invoices

9/30/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
Refund: 1000405	*Goodwin, Regan		9/30/2020	9/30/2020	\$97.50	511311	Accounts Receivable	Refund: 100040588 - *Goodwin, Regan
RFD 100040430.	^Christensen, Kent		9/28/2020	9/28/2020	\$110.77	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040430 - ^Christensen, Kent
RFD 100040344.	^Mackey, Shayann	47341	9/15/2020	9/15/2020	\$44.34	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040344 - ^Mackey, Shayann
PR091120-258	AFLAC		9/16/2020	9/16/2020	\$106.50	102224	Health Savings Account	AFLAC EE
PR092520-258	AFLAC		9/30/2020	9/30/2020	\$106.50	102224	Health Savings Account	AFLAC EE
	Vendor Total:				\$213.00			
08312020	ASH CREEK SPECIAL SERVICE DIST		9/24/2020	10/15/2020	\$43,111.66		Garbage PAYMENT TO WASH	Aug. 2020
09232020	BENSON, TROYLINN	47342	9/23/2020	9/23/2020	\$69.90	104140.610	Admin MISCELLANEOUS SER	Mileage reimbursement to Home Depot 2x's for Care's remodel
RFD 100040127.	Cash, Marlee	47343	9/21/2020	9/21/2020	\$129.39	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040127 - Cash, Marlee
756-0920	CenturyLink	47344	9/21/2020	10/1/2020	\$82.20	104210.290	Police TELEPHONE	Phone
					54.25	104230.290	Victims TELEPHONE	Phone
979-0920	CenturyLink	47371	9/21/2020	10/3/2020	\$73.05	536310.250	Irrigation EQUIPMENT OPERA	DSL @ Filter station
	Vendor Total:				\$155.25			
0780257 PO# 3682	Citi Cards		9/15/2020	9/25/2020	\$746.10	104140.245	CARES OFFICE EXPENSE, SU	Two Way Radios for Communication
081820	Citi Cards	47379	9/22/2020	9/10/2020	\$127.97	104140.210	Admin BOOKS, SUBSCRIPTION	annual fee for Dropbox
082420	Citi Cards	47379	9/22/2020	9/10/2020	\$70.00	104111.230	Council TRAVEL & TRAINING	Outdoor summit for Councilperson Wise
090420 PO# 3679	Citi Cards		9/15/2020	9/25/2020	\$60.00	104140.230	Admin TRAVEL & TRAINING	UCMA Conference in St. George - Ocotober
091520 PO# 3687	Citi Cards		9/21/2020	9/25/2020	\$25.55	104620.610	Comm COMMUNITY DEVELOP	Lunch with Kevin on our Piano filed trip to the Piano Gallery
091620 PO# 3689	Citi Cards		9/23/2020	9/24/2020	\$5,795.00	104510.480	Parks RAP Tax	Piano for City Events & Celebrations
091820	Citi Cards		9/21/2020	10/1/2020	\$99.00	104140.245	CARES OFFICE EXPENSE, SU	Measuring for Cabinets and counters

La Verkin City Invoice Register - 9/12/2020 to 9/30/2020 - All Invoices

9/30/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
42221321563	Citi Cards		9/15/2020	9/10/2020	\$666.15 133.23 99.92 206.50 113.25 113.25	104140.290 104253.280 516660.290 536310.290 556350.290	Admin TELEPHONE/COMMUNI Animal UTILITIES Admin TELEPHONE & COMMU Irrigation TELEPHONE & COM Drainage TELEPHONE & COM	DSL PHONE DSL DSL DSL
461c30b1 PO# 3684	Citi Cards		9/21/2020	10/10/2020	\$314.50 314.50	104540.610	Rec MISCELLANEOUS EXPEN	Race Book for 2021 - Advertising
98kc8v PO# 3686	Citi Cards		9/21/2020	9/25/2020	\$447.00 447.00	104111.230	Council TRAVEL & TRAINING	Three Virtual Attendees to the League of Cities & Towns
MK550353	Citi Cards		9/24/2020	10/15/2020	\$3,570.91 3,570.91 \$11,922.18	104140.245	CARES OFFICE EXPENSE, SU	Front desks for City Office
RFD 21756.0914	Cummins, Gloria J	47305	9/14/2020	9/14/2020	\$70.05 70.05	512330	Turn on Fee/Renter Deposit	Deposit Refund: 21756 - Cummins, Gloria J
69419118	Delage Landen Financial Services	47345	9/15/2020	10/1/2020	\$296.15 133.27 35.54 77.91 19.81 29.62	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
970	Diamond C Asphalt		9/25/2020	10/25/2020	\$2,868.75 2,868.75	516340.450	O&M SYSTEMS MAINTENANC	Asphalt patching 40 E, 211 E, 319 W, 560 W, 258 W, 320 W, 258 W
RFD 100040013.	DIRT PRO ECAVATING LLC	47346	9/23/2020	9/23/2020	\$988.00 988.00	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040013 - DIRT PRO ECAVATING LLC
3269-0920	Dominion Energy		9/25/2020	10/10/2020	\$22.65 11.33 11.32	104140.280 104210.280	Admin UTILITIES Police UTILITIES	111 S Main Street 111 S Main Street
9924-0920	Dominion Energy		9/25/2020	10/10/2020	\$7.16 7.16 \$29.81	104140.280	Admin UTILITIES	435 N Main street
474120201001	EMI Health	47347	9/22/2020	10/1/2020	\$1,765.80 1,765.80	101562	PEHP/AFLAC Insurance Cleanin	Employee dental
150569	EXECUTECH	47348	9/14/2020	9/25/2020	\$459.32 166.00 114.00 21.32 110.00 24.00 24.00	104140.315 104210.315 104230.315 516660.315 536310.315 556350.315	Admin COMPUTER EQUIPME Police COMPUTER EQUIPMEN Victims COMPUTER EQUIPME Admin SOFTWARE OR INFOR IrrigationCOMPUTER EQUIPM Drainage SOFTWARE & COMP	Office 365 Office 365 Office 365 Office 365 Office 365 Office 365
86319	EXECUTECH	47348	9/14/2020	10/1/2020	\$1,365.00 125.00	104140.310	Admin ATTORNEY/IN HOUSE	

La Verkin City
Invoice Register - 9/12/2020 to 9/30/2020 - All Invoices

9/30/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
87247	EXECUTECH	47348	9/14/2020	9/30/2020	\$886.25	104140.315	Admin COMPUTER EQUIPME	
					421.00	516660.315	Admin SOFTWARE OR INFOR	
					130.00	536310.315	IrrigationCOMPUTER EQUIPM	
					130.00	556350.315	Drainage SOFTWARE & COMP	
	Vendor Total:				\$2,710.57			
RFD 100040852.	Genesis Construction		9/24/2020	9/24/2020	\$955.00		Turn on Fee/Renter Deposit	Deposit Refund: 100040852 - Genesis Construction
					955.00	512330		
RFD 100039661.	GRAHAM, BRADFORD		9/28/2020	9/28/2020	\$116.16		Turn on Fee/Renter Deposit	Deposit Refund: 100039661 - GRAHAM, BRADFORD
					116.16	512330		
092020	Health Equity	09162020	9/18/2020	9/18/2020	\$18.00	104140.130	Admin EMPLOYEE BENEFITS	
					4.50	104210.130	Police EMPLOYEE BENEFITS	
					2.25	104230.130	Victims EMPLOYEE BENEFITS	
					6.75	516660.130	Admin EMPLOYEE BENEFITS	
PR091120-6099	Health Equity	09162020	9/16/2020	9/16/2020	\$2,374.00		Health Savings Account	PEHP Health Equity
					2,374.00	102224		
PR092520-6099	Health Equity		9/30/2020	9/30/2020	\$450.00		Health Savings Account	PEHP Health Equity
					450.00	102224		
	Vendor Total:				\$2,842.00			
081020	HIRSCHI, RICHARD	47311	9/15/2020	9/2/2020	\$44.69	104111.230	Council TRAVEL & TRAINING	Mayor, Councilman Wilson, Councilman Gubler lunch meeting
					44.69			
258	Hurricane Car Wash LLC	47349	9/24/2020	9/24/2020	\$229.30	104160.250	Bldg EQUIPMENT OPERATING	
					2.49	104210.250	Police EQUIPMENT OPERATIN	
					74.75	104230.450	Victims VEHICLE MAINTENAN	
					14.95	104240.250	Inspect EQUIPMENT OPERATI	
					7.48	104253.450	Animal VEHICLE MAINTENAN	
					14.95	104410.250	Streets EQUIPMENT OPERATI	
					14.95	104410.745	Streets STREET IMPROVEME	
					6.23	104510.250	Parks EQUIPMENT OPERATIN	
					6.23	516340.250	O&M EQUIPMENT OPERATIN	
					54.85	516340.450	O&M SYSTEMS MAINTENANC	
					4.99	516340.450	Irrigation EQUIPMENT OPERA	
					4.99	536310.250	Irrigation WATER MAIN REPAIR	
					2.49	536310.450	Drainage EQUIPMENT OPERA	
					14.96	556350.250	Drainage NEW SERVICES	
					4.99	556350.440		
					\$229.30			
259	Hurricane Car Wash LLC	47349	9/24/2020	9/24/2020	\$229.30	104160.250	Bldg EQUIPMENT OPERATING	
					2.49	104210.250	Police EQUIPMENT OPERATIN	
					74.75	104230.450	Victims VEHICLE MAINTENAN	
					14.95	104240.250	Inspect EQUIPMENT OPERATI	
					7.48	104253.450	Animal VEHICLE MAINTENAN	
					14.95	104253.450	Streets EQUIPMENT OPERATI	
					14.95	104410.250	Streets STREET IMPROVEME	
					6.23	104410.745		

La Verkin City Invoice Register - 9/12/2020 to 9/30/2020 - All Invoices

9/30/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
11-509	HURRICANE CITY WATER DEPT	47372	9/21/2020	10/5/2020	\$215.07	104510.250	Parks EQUIPMENT OPERATIN	Power for Ash Creek Aug. 2020 @ 7%
					133.65	516340.250	O&M EQUIPMENT OPERATIN	
						516340.450	O&M SYSTEMS MAINTENANC	
						536310.250	Irrigation EQUIPMENT OPERA	
						536310.450	Irrigation WATER MAIN REPAIR	
						556350.250	Drainage EQUIPMENT OPERA	
						556350.440	Drainage NEW SERVICES	
	Vendor Total:				\$458.60			
51962	INTERSTATE ROCK	47316	9/15/2020	8/30/2020	\$64.00	516660.410	Admin PRODUCT OR SERVIC	Chlorine and cilinder rental
51970	INTERSTATE ROCK	47316	9/15/2020	9/1/2020	\$117.30	516340.450	O&M SYSTEMS MAINTENANC	500 N 300 W0 sand
52000	INTERSTATE ROCK	47316	9/15/2020	9/1/2020	\$238.95	516340.450	O&M SYSTEMS MAINTENANC	Trail head park road base
52001	INTERSTATE ROCK	47316	9/15/2020	9/1/2020	\$72.00	516340.450	O&M SYSTEMS MAINTENANC	Trail head road base
	Vendor Total:				\$492.25			
RFD 100040266.	Leal, Tony		9/30/2020	9/30/2020	\$81.26	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040266 - Leal, Tony
PR091120-147	LEGAL SHIELD		9/16/2020	9/16/2020	\$54.83	102225	Misc Payable	LegalShield
PR092520-147	LEGAL SHIELD		9/30/2020	9/30/2020	\$54.83	102225	Misc Payable	LegalShield
	Vendor Total:				\$109.66			
EA955052	Les Olson	47350	9/23/2020	10/1/2020	\$216.02	104140.240	Admin OFFICE EXPENSE, SUP	
					87.21	104140.310	Admin ATTORNEY/IN HOUSE	
					43.05	516660.240	Admin OFFICE EXPENSE, SUP	
					10.80	536310.240	Irrigation OFFICE EXPENSE, S	
					21.60	556350.240	Drainage OFFICE EXPENSE, S	
EA955454	Les Olson	47373	9/24/2020	10/10/2020	\$683.00	104210.240	Police OFFICE EXPENSE, SUP	Printer cost- Annual
					443.95	104230.240	Victims OFFICE EXPENSE, SU	Printer Cost- Annual
	Vendor Total:				\$899.02			
09152020	McMahon, Mason	47351	9/21/2020	9/15/2020	\$45.19	104210.250	Police EQUIPMENT OPERATIN	Mileage reimbursement
RFD 100037390.	Moore, Dale A	47321	9/14/2020	9/14/2020	\$46.30	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100037390 - Moore, Dale A
28005	My Fleet Center,	47352	9/15/2020	10/1/2020	\$67.44	104160.250	Bldg EQUIPMENT OPERATING	
					0.67	104240.250	Inspect EQUIPMENT OPERATI	
					8.09	104410.250	Streets EQUIPMENT OPERATI	2015 Chevy truck - John

La Verkin City
Invoice Register - 9/12/2020 to 9/30/2020 - All Invoices

9/30/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
28067	My Fleet Center,	47352	9/15/2020	10/1/2020	\$115.28	104410.745	Streets STREET IMPROVEME	
					0.67	104510.250	Parks EQUIPMENT OPERATI	
					0.67	516340.250	O&M EQUIPMENT OPERATI	
					31.02	516340.450	O&M SYSTEMS MAINTENANC	
					0.67	536310.250	Irrigation EQUIPMENT OPERA	
					4.05	536310.450	Irrigation WATER MAIN REPAIR	
					0.67	556350.250	Drainage EQUIPMENT OPERA	
					8.09	556350.440	Drainage NEW SERVICES	
					0.67			
					\$115.28			
					1.15	104160.250	Bldg EQUIPMENT OPERATING	
					13.83	104240.250	Inspect EQUIPMENT OPERATI	
					20.75	104410.250	Streets EQUIPMENT OPERATI	2019 Chevy truck - Max
					1.15	104410.745	Streets STREET IMPROVEME	
					1.17	104510.250	Parks EQUIPMENT OPERATI	
					53.03	516340.250	O&M EQUIPMENT OPERATI	
					1.15	516340.450	O&M SYSTEMS MAINTENANC	
					6.92	536310.250	Irrigation EQUIPMENT OPERA	
					1.15	536310.450	Irrigation WATER MAIN REPAIR	
					13.83	556350.250	Drainage EQUIPMENT OPERA	
					1.15	556350.440	Drainage NEW SERVICES	
28149	My Fleet Center,	47352	9/21/2020	10/1/2020	\$46.96		Police VEHICLE MAINTANCE	2014 Ram oil change
28337	My Fleet Center,	47374	9/24/2020	10/10/2020	\$74.29	104210.450	Police VEHICLE MAINTANCE	2016 Chevy truck- C Smith
	Vendor Total:				\$303.97			
635079	NAPA AUTO PARTS	47375	9/21/2020	10/5/2020	\$94.43			
					0.94	104160.250	Bldg EQUIPMENT OPERATING	
					11.33	104240.250	Inspect EQUIPMENT OPERATI	
					17.02	104410.250	Streets EQUIPMENT OPERATI	
					0.94	104410.745	Streets STREET IMPROVEME	
					0.94	104510.250	Parks EQUIPMENT OPERATI	
					43.44	516340.250	O&M EQUIPMENT OPERATI	
					0.94	516340.450	O&M SYSTEMS MAINTENANC	
					5.67	536310.250	Irrigation EQUIPMENT OPERA	
					0.94	536310.450	Irrigation WATER MAIN REPAIR	
					11.33	556350.250	Drainage EQUIPMENT OPERA	
					0.94	556350.440	Drainage NEW SERVICES	
145978	Opticare of Utah	47353	9/15/2020	9/25/2020	\$264.92		PEHP/AFLAC Insurance Cleanin	Employee EYE
					264.92	101562		
092020	PEHP	47376	9/21/2020	10/10/2020	\$23,459.44		PEHP/AFLAC Insurance Cleanin	Employee health insurance
					23,459.44	101562		
3311868810	PITNEY BOWES	47355	9/15/2020	9/25/2020	\$174.66			
					80.09	104140.240	Admin OFFICE EXPENSE, SUP	
					20.96	104140.310	Admin ATTORNEY/IN HOUSE	
					45.41	516660.240	Admin OFFICE EXPENSE, SUP	
					10.73	536310.240	Irrigation OFFICE EXPENSE, S	
					17.47	556350.240	Drainage OFFICE EXPENSE, S	
2478	Preston's Mobile Shredding	47356	9/15/2020	9/25/2020	\$25.00			
					18.00	104140.280	Admin UTILITIES	
					6.25	516660.280	Admin UTILITIES	
					0.75	556350.250	Drainage EQUIPMENT OPERA	

La Verkin City Invoice Register - 9/12/2020 to 9/30/2020 - All Invoices

9/30/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
073120	PUBLIC EMPLOYEES LTD PROGRAM	47324	9/15/2020	9/8/2020	\$402.97 402.97	101562	PEHP/AFLAC Insurance Clearin	07/04/20 to 07/31/20
082820	PUBLIC EMPLOYEES LTD PROGRAM	47324	9/15/2020	9/8/2020	\$412.31 412.31	101562	PEHP/AFLAC Insurance Clearin	08/01/20 to 08/28/20
	Vendor Total:				\$815.28			
6430	Rees CPA	47325	9/15/2020	9/8/2020	\$8,000.00 8,000.00	104140.312	Admin AUDITOR	Progress audit billing fiscal year 2020
0016-0920	ROCKY MOUNTAIN POWER	47357	9/21/2020	10/1/2020	\$155.27 155.27	104253.280	Animal UTILITIES	Animal control
0017-0920	ROCKY MOUNTAIN POWER	47377	9/21/2020	10/6/2020	\$4,371.93 1,097.57 292.95 2,382.54	104140.280 104210.280 104410.280	Admin UTILITIES Police UTILITIES Streets UTILITIES	435 N Main, + 1/2 111 S Main 1/2 111 S Main Street lights Parks
					135.84 442.05 20.98	104510.280 516660.280 536310.250	Parks UTILITIES Admin UTILITIES Irrigation EQUIPMENT OPERA	Pump station Sunset View Filter Station
0024-0920	ROCKY MOUNTAIN POWER	47357	9/21/2020	10/1/2020	\$43.49 43.49	104510.280	Parks UTILITIES	Power Plant park
	Vendor Total:				\$4,570.69			
118	RUIZ CLEANING SERVICES	47358	9/15/2020	9/25/2020	\$300.00 300.00	104160.250	Bldg EQUIPMENT OPERATING	August cleaning 435 N Main
6502357	SCHOLZEN PRODUCTS CO INC	47359	9/15/2020	9/25/2020	\$367.45 367.45	516340.450	O&M SYSTEMS MAINTENANC	Culinary repairs
3468142	SPECTRUM	47329	9/15/2020	9/15/2020	\$20.67 20.67	104140.220	Admin PUBLIC NOTICES	ORD. 2020-02 City property, flood irrigation confluence
7311941505	STAPLES	47330	9/15/2020	9/10/2020	\$54.22 25.48 6.51 14.10 2.71 5.42	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
7313175635	STAPLES	47361	9/21/2020	9/25/2020	\$57.64 57.64	104210.240	Police OFFICE EXPENSE, SUP	Office supplies
7314471912	STAPLES		9/24/2020	10/15/2020	\$18.49 8.69 2.22 4.81 0.92 1.85	104140.240 104140.310 516660.240 536310.240 556350.240	Admin OFFICE EXPENSE, SUP Admin ATTORNEY/IN HOUSE Admin OFFICE EXPENSE, SUP Irrigation OFFICE EXPENSE, S Drainage OFFICE EXPENSE, S	
	Vendor Total:				\$130.35			
112455	SUNRISE ENGINEERING INC	47362	9/24/2020	10/1/2020	\$5,263.78 664.50 518.25 4,081.03	104240.460 516340.440 516340.440	Inspect ENGINEER O&M NEW SERVICES O&M NEW SERVICES	Cottonwood Hollow HB 303 Compliance Overlook Subdivision Slope Stability
090120	TDS BAJA Broadband	47363	9/14/2020	9/25/2020	\$136.28 27.26	104140.290	Admin TELEPHONE/COMMUNI	DSL

La Verkin City
Invoice Register - 9/12/2020 to 9/30/2020 - All Invoices

9/30/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
118863	THE DESERT VET ANIMAL HOSPITAL	47364	9/21/2020	9/10/2020	\$93.00	104253.610	Animal MISC SUPPLIES	Neuter- Luke
10012020	U.S. POSTAL SERVICE		9/30/2020	10/1/2020	\$444.46			
					200.79	104140.240	Admin OFFICE EXPENSE, SUP	
					53.34	104140.310	Admin ATTORNEY/IN HOUSE	
					115.56	516660.240	Admin OFFICE EXPENSE, SUP	
					25.22	536310.240	Irrigation OFFICE EXPENSE, S	
					49.55	556350.240	Drainage OFFICE EXPENSE, S	
3520497541	UniFirst Corporation	47365	9/15/2020	10/1/2020	\$45.09			
					0.45	104160.250	Bldg EQUIPMENT OPERATING	
					5.41	104240.250	Inspect EQUIPMENT OPERATI	
					8.12	104410.250	Streets EQUIPMENT OPERATI	
					0.45	104410.745	Streets STREET IMPROVEME	
					0.45	104510.250	Parks EQUIPMENT OPERATI	
					20.74	516340.250	O&M EQUIPMENT OPERATI	
					0.45	516340.450	O&M SYSTEMS MAINTENANC	
					2.71	536310.250	Irrigation EQUIPMENT OPERA	
					0.45	536310.450	Irrigation WATER MAIN REPAIR	
					5.41	556350.250	Drainage EQUIPMENT OPERA	
					0.45	556350.440	Drainage NEW SERVICES	
3520498012	UniFirst Corporation		9/21/2020	10/15/2020	\$45.09			
					0.45	104160.250	Bldg EQUIPMENT OPERATING	
					5.41	104240.250	Inspect EQUIPMENT OPERATI	
					8.12	104410.250	Streets EQUIPMENT OPERATI	
					0.45	104410.745	Streets STREET IMPROVEME	
					0.45	104510.250	Parks EQUIPMENT OPERATI	
					20.74	516340.250	O&M EQUIPMENT OPERATI	
					0.45	516340.450	O&M SYSTEMS MAINTENANC	
					2.71	536310.250	Irrigation EQUIPMENT OPERA	
					0.45	536310.450	Irrigation WATER MAIN REPAIR	
					5.41	556350.250	Drainage EQUIPMENT OPERA	
					0.45	556350.440	Drainage NEW SERVICES	
3520498483	UniFirst Corporation		9/24/2020	10/15/2020	\$45.09			
					0.45	104160.250	Bldg EQUIPMENT OPERATING	
					5.41	104240.250	Inspect EQUIPMENT OPERATI	
					8.12	104410.250	Streets EQUIPMENT OPERATI	
					0.45	104410.745	Streets STREET IMPROVEME	
					0.45	104510.250	Parks EQUIPMENT OPERATI	
					20.74	516340.250	O&M EQUIPMENT OPERATI	
					0.45	516340.450	O&M SYSTEMS MAINTENANC	
					2.71	536310.250	Irrigation EQUIPMENT OPERA	
					0.45	536310.450	Irrigation WATER MAIN REPAIR	
					5.41	556350.250	Drainage EQUIPMENT OPERA	
					0.45	556350.440	Drainage NEW SERVICES	
Vendor Total:					\$135.27			
1585681	UTAH LOCAL GOVERNMENT TRUST	47378	9/14/2020	10/10/2020	\$1,342.30		ULGT Life Insurance Clearing	Life insurance
					1,342.30	101563		
1585682	UTAH LOCAL GOVERNMENT TRUST	47378	9/14/2020	10/10/2020	\$1,059.80		Workers Comp Clearing	Worker's comp
					1,059.80	101564		

La Verkin City Invoice Register - 9/12/2020 to 9/30/2020 - All Invoices

9/30/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
PR091120-501	UTAH RETIREMENT SYSTEMS	09162020	9/16/2020	9/16/2020	\$2,402.10			
					\$9,072.53	102223	Retirement Payable	401k Retirement
					969.27	102223	Retirement Payable	
					8,103.26			
PR092520-501	UTAH RETIREMENT SYSTEMS		9/30/2020	9/30/2020	\$9,121.60	102223	Retirement Payable	401k Retirement
					972.45	102223	Retirement Payable	
					8,149.15			
	Vendor Total:				\$18,194.13			
PR091120-449	Utah State Tax Commission		9/16/2020	9/16/2020	\$2,012.98	102222	State Withholding	State Income Tax
					2,012.98			
PR092520-449	Utah State Tax Commission		9/30/2020	9/30/2020	\$2,016.38	102222	State Withholding	State Income Tax
					2,016.38			
PR093020-449	Utah State Tax Commission		9/30/2020	9/30/2020	\$50.00	102222	State Withholding	State Income Tax
					50.00			
	Vendor Total:				\$4,079.36			
2020	Utah Water Users Association	47336	9/15/2020	9/1/2020	\$100.00	516660.210	Admin BOOKS, SUBSCRIPTION	2020 Annual dues
					100.00			
9862795270	VERIZON WIRELESS	47367	9/22/2020	10/1/2020	\$1,196.56	104140.290	Admin TELEPHONE/COMMUNI	Phone for M Matthews out of
					100.44	104140.610	Admin MISCELLANEOUS SER	comp time
					364.99			
					285.82	104210.290	Police TELEPHONE	
					45.22	104230.290	Victims TELEPHONE	
					40.01	104253.250	Animal EQUIPMENT OPERATI	
					260.08	516660.290	Admin TELEPHONE & COMMU	
					50.00	536310.290	Irrigation TELEPHONE & COM	
					50.00	556350.290	Drainage TELEPHONE & COM	
RFD 100039718.	Vincent, Ryan		9/25/2020	9/25/2020	\$97.13	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039718 - Vincent, Ryan
					97.13			
RFD 100040530.	Wandering River LLC		9/22/2020	9/22/2020	\$135.16	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040530 - Wandering River LLC
					135.16			
08172020	ZIONS FIRST NATIONAL BANK CC	9182020	9/15/2020	9/10/2020	\$6.65	104160.250	Bldg EQUIPMENT OPERATING	
					0.07	104240.250	Inspect EQUIPMENT OPERATI	
					0.80	104410.250	Streets EQUIPMENT OPERATI	
					1.20	104410.250	Streets STREET IMPROVEME	
					0.07	104410.745	Parks EQUIPMENT OPERATI	
					0.04	104510.250	O&M EQUIPMENT OPERATI	
					3.06	516340.250	O&M SYSTEMS MAINTENANC	
					0.07	516340.450	Irrigation EQUIPMENT OPERA	
					0.40	536310.250	Irrigation WATER MAIN REPAIR	
					0.07	536310.450	Drainage EQUIPMENT OPERA	
					0.80	556350.250	Drainage NEW SERVICES	
					0.07	556350.440		
083120	ZIONS FIRST NATIONAL BANK CC		9/21/2020	9/15/2020	\$8.16	104210.610	Police MISC SUPPLIES	Supplies
					8.16			
090120	ZIONS FIRST NATIONAL BANK CC		9/21/2020	9/22/2020	\$435.42	104210.610	Police MISC SUPPLIES	Helmets, Gloves, shoes
					435.42			

<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>
090320	ZIONS FIRST NATIONAL BANK CC		9/21/2020	10/25/2020	\$834.36 834.36	104510.410	Parks CEMETARY IMPROVEM	Boards for Cemetary
090820	ZIONS FIRST NATIONAL BANK CC		9/21/2020	9/25/2020	\$42.60 42.60	104210.610	Police MISC SUPPLIES	Cleats
09082020	ZIONS FIRST NATIONAL BANK CC		9/15/2020	9/25/2020	\$41.73 41.73	104111.250	Council EQUIPMENT OPERATI	Mayor- fuel
091520	ZIONS FIRST NATIONAL BANK CC		9/21/2020	9/25/2020	\$34.15 34.15	104210.240	Police OFFICE EXPENSE, SUP	Office supplies
09222020	ZIONS FIRST NATIONAL BANK CC		9/22/2020	10/1/2020	\$104.11 1.04 12.49 18.75 1.04 1.04 47.89 1.04 1.04 6.25 1.04 12.49 1.04	\$104.11 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	Crew appreciation
569	ZIONS FIRST NATIONAL BANK CC	9182020	9/15/2020	9/10/2020	\$855.00 8.55 102.60 153.90	104160.250 104240.250 104410.250	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI	Ford F350 LOF, Replace brakes,wheel cylinder
801916912	ZIONS FIRST NATIONAL BANK CC		9/21/2020	9/25/2020	\$57.98 57.98 \$2,420.16	104410.745 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	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	Lunch meeting
PR091120-234	ZIONS FIRST NATIONAL BANK.	09162020	9/16/2020	9/16/2020	\$9,890.21 5,699.74 1,333.02 2,857.45	102221 102221 102221 102221	FICA & FWT Withholding FICA & FWT Withholding FICA & FWT Withholding	Social Security Tax Medicare Tax Federal Income Tax
PR092520-234	ZIONS FIRST NATIONAL BANK.		9/30/2020	9/30/2020	\$9,949.63 5,713.98 1,336.36 2,899.29	102221 102221 102221 102221	FICA & FWT Withholding FICA & FWT Withholding FICA & FWT Withholding	Social Security Tax Medicare Tax Federal Income Tax
PR093020-234	ZIONS FIRST NATIONAL BANK.		9/30/2020	9/30/2020	\$376.40 264.52 61.88 50.00	102221 102221 102221 102221	FICA & FWT Withholding FICA & FWT Withholding FICA & FWT Withholding	Social Security Tax Medicare Tax Federal Income Tax
Vendor Total:					\$20,216.24 \$164,328.81			
Total:								
					26,305.44	101562	GL Account Summary PEHP/AFLAC Insurance Clearin	

Invoice Register - 9/12/2020 to 9/30/2020 - All Invoices

9/30/2020

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					1,342.30	101563	ULGT Life Insurance Clearing	
					1,059.80	101564	Workers Comp Clearing	
					20,216.24	102221	FICA & FWT Withholding	
					4,079.36	102222	State Withholding	
					18,194.13	102223	Retirement Payable	
					3,037.00	102224	Health Savings Account	
					109.66	102225	Misc Payable	
					561.69	104111.230	Council TRAVEL & TRAINING	
					41.73	104111.250	Council EQUIPMENT OPERATI	
					4.50	104140.130	Admin EMPLOYEE BENEFITS	
					127.97	104140.210	Admin BOOKS, SUBSCRIPTION	
					20.67	104140.220	Admin PUBLIC NOTICES	
					60.00	104140.230	Admin TRAVEL & TRAINING	
					535.53	104140.240	Admin OFFICE EXPENSE, SUP	
					5,302.26	104140.245	CARES OFFICE EXPENSE, SU	
					1,134.06	104140.280	Admin UTILITIES	
					260.93	104140.290	Admin TELEPHONE/COMMUNI	
					286.62	104140.310	Admin ATTORNEY/IN HOUSE	
					8,000.00	104140.312	Admin AUDITOR	
					725.00	104140.315	Admin COMPUTER EQUIPME	
					434.89	104140.610	Admin MISCELLANEOUS SER	
					318.75	104160.250	Bldg EQUIPMENT OPERATING	
					4.50	104210.130	Police EMPLOYEE BENEFITS	
					535.74	104210.240	Police OFFICE EXPENSE, SUP	
					194.69	104210.250	Police EQUIPMENT OPERATIN	
					304.27	104210.280	Police UTILITIES	
					340.07	104210.290	Police TELEPHONE	
					114.00	104210.315	Police COMPUTER EQUIPMEN	
					121.25	104210.450	Police VEHICLE MAINTANCE	
					486.18	104210.610	Police MISC SUPPLIES	
					2.25	104230.130	Victims EMPLOYEE BENEFITS	
					57.98	104230.230	Victims TRAVEL & TRAINING	
					239.05	104230.240	Victims OFFICE EXPENSE, SU	
					73.17	104230.290	Victims TELEPHONE	
					21.32	104230.315	Victims COMPUTER EQUIPME	
					29.90	104230.450	Victims VEHICLE MAINTENAN	
					180.33	104240.250	Inspect EQUIPMENT OPERATI	
					664.50	104240.460	Inspect ENGINEER	
					40.01	104253.250	Animal EQUIPMENT OPERATI	
					275.63	104253.280	Animal UTILITIES	
					29.90	104253.450	Animal VEHICLE MAINTENAN	
					93.00	104253.610	Animal MISC SUPPLIES	
					278.05	104410.250	Streets EQUIPMENT OPERATI	
					2,382.54	104410.280	Streets UTILITIES	
					26.23	104410.745	Streets STREET IMPROVEME	
					26.22	104510.250	Parks EQUIPMENT OPERATIN	
					179.33	104510.280	Parks UTILITIES	
					834.36	104510.410	Parks CEMETARY IMPROVEM	
					5,795.00	104510.480	Parks RAP Tax	
					314.50	104540.610	Rec MISCELLANEOUS EXPEN	
					25.55	104620.610	Comm COMMUNITY DEVELOP	
					105,828.05		Total	
					97.50	511311	Accounts Receivable	
					2,773.56	512330	Turn on Fee/Renter Deposit	
					743.66	516340.250	O&M EQUIPMENT OPERATIN	
					4,599.28	516340.440	O&M NEW SERVICES	

La Verkin City
Invoice Register - 9/12/2020 to 9/30/2020 - All Invoices

9/30/2020

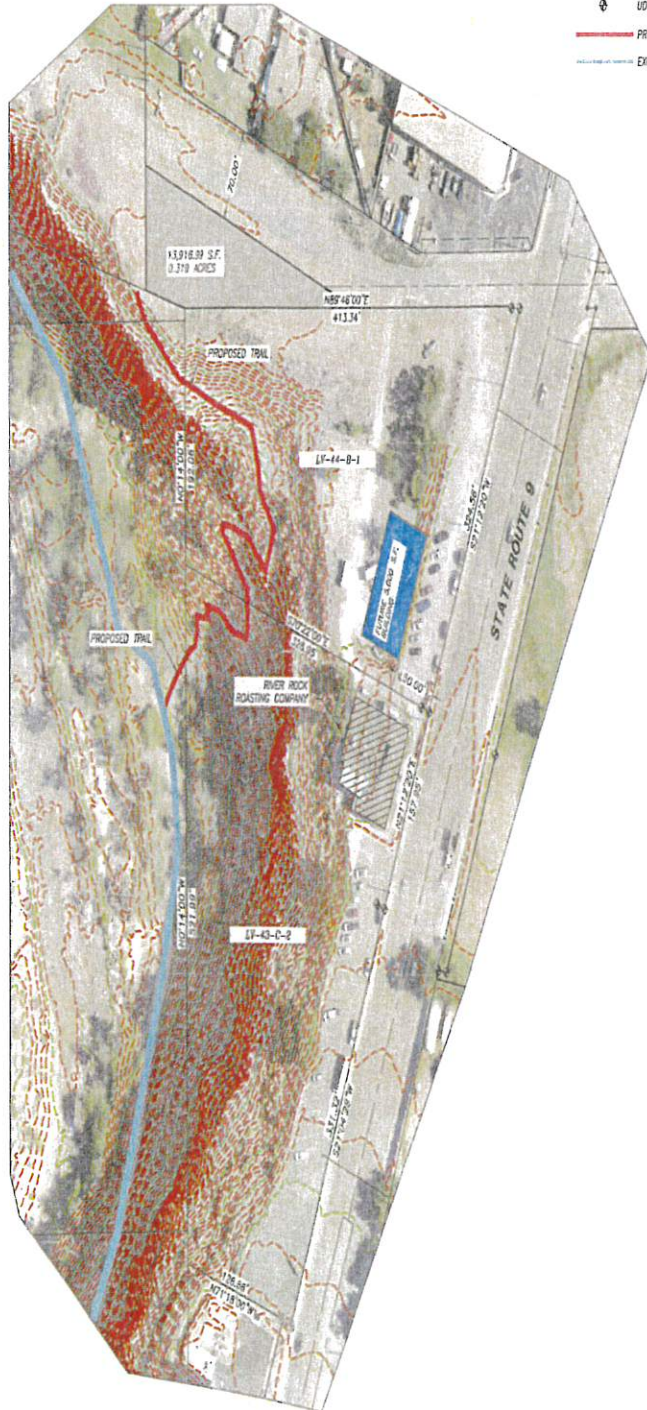
Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					3,752.20	516340.450	O&M SYSTEMS MAINTENANC	
					6.75	516660.130	Admin EMPLOYEE BENEFITS	
					100.00	516660.210	Admin BOOKS, SUBSCRIPTION	
					311.15	516660.240	Admin OFFICE EXPENSE, SUP	
					448.30	516660.280	Admin UTILITIES	
					508.82	516660.290	Admin TELEPHONE & COMMU	
					531.00	516660.315	Admin SOFTWARE OR INFOR	
					215.07	516660.410	Admin PRODUCT OR SERVIC	
					14,087.29		Total	
					70.19	536310.240	Irrigation OFFICE EXPENSE, S	
					186.73	536310.250	Irrigation EQUIPMENT OPERA	
					186.42	536310.290	Irrigation TELEPHONE & COM	
					154.00	536310.315	IrrigationCOMPUTER EQUIPM	
					18.75	536310.450	Irrigation WATER MAIN REPAIR	
					616.09		Total	
					43,111.66	546260.410	Garbage PAYMENT TO WASH	
					125.51	556350.240	Drainage OFFICE EXPENSE, S	
					196.04	556350.250	Drainage EQUIPMENT OPERA	
					186.42	556350.290	Drainage TELEPHONE & COM	
					154.00	556350.315	Drainage SOFTWARE & COMP	
					23.75	556350.440	Drainage NEW SERVICES	
					685.72		Total	
					\$164,328.81		GL Account Summary Total	

TRAIL EXHIBIT FOR: RIVER ROCK ROASTING COMPANY

LOCATED IN SECTION 28, T41S, R13W, SLB.8M
LA VERKIN, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING FENCE
- SECTION LINE
- ⊙ UDOT RIGHT-OF-WAY MARKER
- PROPOSED TRAIL
- EXISTING TRAIL



NO.	REVISIONS	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
Professional Seal and Stamp
Professional Seal and Stamp
Professional Seal and Stamp
Professional Seal and Stamp



TRAIL EXHIBIT FOR:
RIVER ROCK ROASTING COMPANY
LOCATED IN LA VERKIN, UTAH

DATE: 6/16/2010
SCALE: 1"=60'

JOB NO.
514-001

SHEET NO.
1



NOTICE
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION AND RESTORATION OF ALL UTILITIES TO REMAIN OR TO BE DELETED. UTILITIES SHOWN ARE NOT SHOWN ON THE PLANS.

2020 Subaru Loves Pets Marketing Agreement

LVC This Agreement ("Agreement"), effective as of September 28, 2020 (Effective Date), is between Subaru of America, Inc., a for profit corporation with a principal place of business at One Subaru Drive, Camden, NJ 08103 ("Subaru") and La Verkin City, ^{a local municipal government} ~~a 501(c)(3) nonprofit organization~~ with principal place of business at 435 North Main Street, La Verkin, UT, 84745 ("Charity"). Subaru and/or Charity may be referred to as a "Party" or collectively as the "Parties."

In consideration of the mutual agreements and promises set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Subaru is conducting a marketing campaign (the "Campaign") in which, commencing on October 1, 2020 and continuing through October 31, 2020 (the "Campaign Period"), Subaru and its Retailers will donate One hundred dollars (\$100) for every dog or cat adopted from the Charity, up to Three thousand one hundred dollars (\$3,100) total (the "Donation"). Among other things, Subaru and its Retailers will partner with the Charity to share adoptable dogs and cats of the day or week to promote the Campaign, on platforms such as their social media channels, on the Retailer websites, and at the Retailer locations through adoption events. Subaru and its Retailer have selected Charity to be the beneficiary of all Donations based on dog and cat adoptions that are initiated during the Campaign Period. For the avoidance of doubt, Charity shall be responsible to handle all aspects of the adoption process. Adoptions that occur during the Campaign Period can be in person or virtual adoptions but must be initiated by October 31, 2020 and completed by November 14, 2020. Charity will provide a written accounting of the completed dog and cat adoptions in connection with the Campaign and will include a minimum of one adoption story, including photos, that demonstrates its support of the Campaign. Subaru will transfer the verified donation amount to Charity on or before January 15, 2021. Charity makes no representation as to the status of such payments for federal, state, or local tax purposes with respect to Subaru, including qualification as tax-deductible contributions.
2. Charity grants Subaru and its Retailers a limited, non-exclusive, non-assignable, non-transferable, royalty-free license to use the Charity's name, logo, and other marks as requested (the "Charity Marks") for the sole purpose of promoting the Campaign, and represents and warrants that it is the owner of the Charity Marks and possesses all rights to utilize the Charity Marks without approval of any third party, and otherwise has the ability to perform its obligations hereunder. All promotional materials, publicity, advertising or press releases relating to the Campaign that bear the Charity Marks must be approved by Charity prior to publication or distribution in any manner, which approval shall not be unreasonably withheld.
3. Each Party agrees to defend, indemnify and hold harmless the other Party and its respective parent and affiliates, and each of their directors, officers, employees, agents, and representatives, from and against any and all actions, claims, demands, liabilities, expenses and costs, including, without limitation, reasonable attorney's fees and legal expenses (collectively, "Claims"), which arise out of any third party claim in connection with (i) any breach of this Agreement or (ii) the negligence or willful misconduct of the indemnifying Party in connection with indemnifying Party's performance (or failure to perform) under this Agreement. Notwithstanding the foregoing, the indemnifying shall have no obligation to defend or indemnify the indemnified party against any Claims to the extent such Claims were the result of the indemnified party's own negligent or improper conduct. Each Party agrees to maintain adequate and sufficient insurance to assure protection against any and all risks that exist pursuant to this Agreement.
- LVC 4. Subaru and Charity agree to comply with all applicable laws and regulations required to perform this Agreement. Charity represents that it is a ~~registered 501(c)(3) tax-exempt nonprofit organization and is registered to solicit contributions in the state where the Local Retailer is located.~~ ^{local municipal government that operates a municipal animal shelter, located at 281 West 300 South, La Verkin, UT, 84745, by and through its Police Department headquartered at 111 South Main, La Verkin, UT 84745}
5. Each Party represents and warrants that it has the right, power and authority to enter into this Agreement, grant the rights and benefits herein described and satisfy the obligations hereunder.

6. This Agreement will be governed by the laws of the State of New Jersey, without regard to conflicts of laws principles, and any dispute pertaining to the Agreement will be brought exclusively in a court of competent jurisdiction within the State of New Jersey, County of Camden.
7. This Agreement shall constitute the complete understanding of the Parties and shall supersede all prior written or oral agreements or understandings. This Agreement shall not be modified or amended except in writing signed by the authorized representatives of each Party. Notwithstanding any other provision herein, this Agreement is not effective unless and until the fully executed Agreement is received by Subaru.
8. The Agreement may be executed in one or more counterparts, each of which will be deemed an original, but together will constitute one and the same instrument. A facsimile (or other copy made by reliable mechanical means) of a signed Agreement may be relied upon as an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates indicated below.

La Verkin City**Subaru of America, Inc.***Richard M. Hirschi*

Signature

Richard M. Hirschi

Printed Name

Mayor

Title

LVC ~~September 28, 2020~~

Date

Alan Bethke

Signature

Alan Bethke

Printed Name

S.V.P - Marketing

Title

10/01/2020

Date

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

329638 D#374592 S#:1000935#:

10/01/2020
DATE OF SALE:N GARFF WEST VALLEY CJDR FIAT
75 WEST 3500 SOUTH
VALLEY CITY UT 84120CITY OF LA VERKIN PURCHASER'S NAME
435 N MAIN ST STREET ADDRESS
LA VERKIN COUNTY STATE 84745 ZIP CODE
(435) 467-7016 RES. PHONE BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
			2020	DODGE	RAM 1500	STOCK NO. LARAMIE CRE		WHT KNUGGLEBON
C6SRFJT6LN374511			1000935			10/01/2020 ROBERT W BEALL		
PURCHASE PRICE AND OTHER SUMS DUE								
1. CASH PRICE OF VEHICLE 35734.00								
2. ACCESSORIES/OPTIONS N/A								
3. N/A								
4. N/A								
5. N/A								
6. TOTAL CASH PRICE (add lines 1-5) N/A								
7. MFR. REBATE \$ N/A								
8. PORTION/REBATE APPLIED TO PURCHASE ()								
9. SUBTOTAL (lines 6 minus 8) N/A								
35734.00								
TRADE-IN AND/OR OTHER CREDITS								
YEAR/MAKE				ODOMETER				
SERIES				BODY TYPE				
V.I.N.								
*BALANCE OWED ON TRADE-IN:								
BALANCE OWED TO:				N/A				
ADDRESS:								
PAYOFF				GOOD				
VERIFIED BY:				UNTIL:				
DATE OF VERIFICATION				ACC. #:				
*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE:								
Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.								
10. TRADE-IN ALLOWANCE								
11. BALANCE OWED ON TRADE-IN' N/A N/A								
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11) N/A								
13. DEPOSIT/CASH DOWN PAYMENT (omit aml. line 8) N/A								
14. TOTAL CREDITS (total lines 12 & 13) N/A								
15. SUBTOTAL FROM LINE 9 N/A								
16. SERVICE CONTRACT 35734.00								
17. DEALER DOCUMENTARY SERVICE FEE N/A								
18. N/A								
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18) N/A								
20. TRADE ALLOWANCE ** (line 10) 35734.00 case, no tax credit								
21. NET TAXABLE AMOUNT (line 19 minus line 20) \$ N/A								
22. UTAH SALES/USE TAX ON 35734.00 N/A								
23. UTAH LICENSE AND REGISTRATION FEES N/A								
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES N/A								
25. UTAH INSPECTION/EMISSIONS TEST FEE N/A								
26. UTAH WASTE TIRE RECYCLING FEE N/A								
27. N/A								
28. N/A								
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28) N/A								
30. TOTAL CREDITS (line 14) 35734.00								
31. BALANCE DUE (total line 29 minus 30) N/A								
DAY MONTH YEAR 01 OCT 2020 35734.00								
Purchaser has arranged insurance on vehicle through _____ insurance company. Policy # _____								
SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.								
This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.								
SIGNATURE OF PURCHASER _____ DATE 10/01/20								
SIGNATURE OF CO-PURCHASER _____ DATE _____								
APPROVED UADA FORM 1088-3 REV. 2015 TO REOR DER CALL 484-8845 OR 1-800-594-8920								

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

Title (if not, explain):

REGISTRATION POWER OF ATTORNEY ODOMETER STATEMENT TRADE-IN AFFIDAVIT AUTHORIZATION FOR PAYOFF MANUFACTURED OUT OF COUNTRY

NOTICE ONLY TO BUYERS OF USED VEHICLES

The information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.

X

FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONTRASTED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING

"A" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

SIGNATURE OF PURCHASER

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"B" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN % AND % PER ANNUM. TERM BETWEEN MONTHS AND MONTHS. MONTHLY PAYMENTS BETWEEN \$ N/A PER MONTH AND \$ N/A PER MONTH BASED ON A DOWN PAYMENT OF \$ N/A

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.

(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO UTAH CODE ANN. SECTION 41-3-401.

(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;

(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERSTATE REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND

(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.

(3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.

(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.

(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:

(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS

(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND

(c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.

(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER

SIGNATURE OF SELLER

OTHER TERMS AGREED TO: NONE ☐ AS FOLLOWS ☒

SIGNATURE OF PURCHASER _____ DATE 10/01/20

SIGNATURE OF CO-PURCHASER _____ DATE _____

APPROVED UADA FORM 1088-3 REV. 2015 TO REOR DER CALL 484-8845 OR 1-800-594-8920

VEHICLE TO BE TITLED IN NAME OF CITY OF LA VERKIN

SIGNATURE OF SELLER _____ DATE 10/01/20

10/01/20

IT IS FURTHER UNDERSTOOD AND MUTUALLY AGREED,

- AVAILABLE TO ANYONE WITH RESPECT TO SUCH NEW MOTOR VEHICLE CHASSIS

- the purchase price. This security interest also covers all equipment, accessories, and parts that are added to the vehicle. Purchaser also grants to Seller a security

- THAT UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS, AND

- control any and all financial disclosures in this context. Purchaser acknowledges that Seller may or may not receive income for arranging financing under section (b).

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

1329638 DH375706 SH:1D00909#:

10/01/2020

DATE OF SALE:

EN GARFF WEST VALLEY CJDRI FIAT
175 WEST 3500 SOUTH
VALLEY CITY UT 84120

CITY OF LA VERKIN

PURCHASER'S NAME

435-N MAIN ST

STREET ADDRESS

LA VERKIN

COUNTY

UT 84745

ZIP CODE

(435)467-7016

RES. PHONE

BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
			2020	DODGE	RAM 1500	LARAMIE CRE		GRANITE BR/COAT
V.I.N.			STOCK NO.			DEL. DATE		
1C8SRFJT1LH374514			1D00909			10/01/2020		
PURCHASE PRICE AND OTHER SUMS DUE								
1. CASH PRICE OF VEHICLE								
2. ACCESSORIES/OPTIONS								
3.								
4.								
5.								
6. TOTAL CASH PRICE (add lines 1-5)								
7. MFR. REBATE \$								
8. PORTION/REBATE APPLIED TO PURCHASE								
9. SUBTOTAL (lines 6 minus 8)								
TRADE-IN AND/OR OTHER CREDITS								
YEAR/MAKE								
ODOMETER								
SERIES								
BODY TYPE								
V.I.N.								
*BALANCE OWED ON TRADE-IN:								
BALANCE OWED TO:								
ADDRESS:								
PAYOFF								
VERIFIED BY:								
DATE OF VERIFICATION								
ACC.#:								
*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE:								
10. TRADE-IN ALLOWANCE								
11. BALANCE OWED ON TRADE-IN*								
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)								
13. DEPOSIT/CASH DOWN PAYMENT (omit aml. line 8)								
14. TOTAL CREDITS (total lines 12 & 13)								
15. SUBTOTAL FROM LINE 9								
16. SERVICE CONTRACT								
17. DEALER DOCUMENTARY SERVICE FEE								
18.								
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)								
20. TRADE ALLOWANCE** (line 10)								
21. NET TAXABLE AMOUNT (line 19 minus line 20)								
22. UTAH SALES/USE TAX ON NET TAXABLE AMOUNT								
23. UTAH LICENSE AND REGISTRATION FEES								
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES								
25. UTAH INSPECTION/EMISSIONS TEST FEE								
26. UTAH WASTE TIRE RECYCLING FEE								
27.								
28.								
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)								
30. TOTAL CREDITS (line 14)								
31. BALANCE DUE (total line 29 minus 30)								
DAY MONTH YEAR								
01 OCT 2020								
Purchaser has arranged insurance on vehicle through								
insurance company. Policy #								
SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.								
This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED, IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.								
SIGNATURE OF PURCHASER								
DATE								
10/01/20								
SIGNATURE OF CO-PURCHASER								
DATE								
APPROVED UADA FORM 1088-3 REV. 2015 TO REOR DER CALL 484-8845 OR 1-800-594-8920								

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

Title (if not, explain):

REGISTRATION POWER OF ATTORNEY ODOMETER STATEMENT TRADE-IN APPRAISAL AUTHORIZATION FOR PAYOFF MANUFACTURED OUT OF COUNTRY

NOTICE ONLY TO BUYERS OF USED VEHICLES

The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.

X

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INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

SIGNATURE OF PURCHASER

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN % AND % PER ANNUM, TERM BETWEEN MONTHS AND MONTHS. MONTHLY PAYMENTS BETWEEN \$ PER MONTH AND \$ PER MONTH BASED ON A DOWN PAYMENT OF \$

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.

(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO UTAH CODE ANN. SECTION 41-3-401.

(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;

(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERSTATE REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND

(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.

(3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.

(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.

(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:

(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS

(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER, AND

(c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.

(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER

SIGNATURE OF SELLER

OTHER TERMS AGREED TO:

NONE ☐ AS FOLLOWS ☒

SIGNATURE OF PURCHASER

DATE

10/01/20

SIGNATURE OF CO-PURCHASER

DATE

VEHICLE TO BE TITLED IN NAME OF

CITY OF LA VERKIN

SIGNATURE OF SELLER

10/01/20

ADDITIONAL TERMS, CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND MUTUALLY AGREED:

The provisions on the reverse side of this contract are subject to the following additional terms, conditions, and warranties:

1. Purchaser promptly shall deliver to Seller (a) the original bill of sale and the title to any used vehicle taken in trade hereunder, and (b) the trade-in vehicle in the same condition and containing the same equipment as when appraised, excepting only reasonable wear and tear. Purchaser warrants such trade-in vehicle to be his sole property, free and clear of all liens and encumbrances except as otherwise noted on the reverse side hereof.
2. If Purchaser does not pay the "BALANCE DUE" by the date indicated on the reverse side of this contract, then Seller may set off against its damages any cash deposit or down payment received from Purchaser. In the event a vehicle has been taken in trade, Purchaser authorizes Seller to sell the trade-in vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser's failure to complete the purchase.
3. Seller shall not be liable for delays or damages caused by the manufacturer, accidents, fire, theft, or other causes beyond Seller's control.
4. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF ANY NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE OR VEHICLE CHASSIS, WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH WILL BE DELIVERED TO PURCHASER AT THE TIME OF DELIVERY OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS. SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING SUCH VEHICLE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY SHALL BE THE ONLY REMEDIES AVAILABLE TO ANYONE WITH RESPECT TO SUCH NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS.

SIMILARLY, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER WITH RESPECT TO ANY USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER EXCEPT AS MAY BE EXPRESSED IN WRITING BY SELLER FOR SUCH USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, WHICH WARRANTY, IF SO EXPRESSED IN WRITING, IS INCORPORATED HEREIN AND MADE A PART HEREOF.
5. If the vehicle sold to Purchaser hereunder is a used or demonstrator vehicle, no warranty or representation is made by Seller as to the extent such vehicle has been used, regardless of the mileage shown on the odometer of said vehicle.
6. If it becomes necessary for Seller to enforce any of the provisions of this contract, Purchaser shall pay Seller's reasonable attorney's fees, court costs, and collection fees, whether they are incurred with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceedings. Collection fees hereunder are imposed in accordance with Utah Code Ann. §12-1-11, and shall comply with all applicable laws.
7. Purchaser may not transfer, assign, or delegate his rights or duties under this contract without Seller's prior written consent.
8. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.
9. Purchaser represents that he is 18 years of age or older.
10. Purchaser grants to Seller a security interest in the purchased vehicle and in any proceeds derived from the sale of the purchased vehicle to secure full payment of the purchase price. This security interest also covers all equipment, accessories, and parts that are added to the vehicle. Purchaser also grants to Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle. Purchaser also grants to Seller a security interest in the purchased vehicle to secure Seller's right to recover any losses proximately caused by Purchaser's breach of any provisions of this contract.
11. If the purchased vehicle is a used vehicle, the information shown on the window form (Buyer's Guide) for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract.
12. IN THE CASE OF ANY VEHICLE TRADED IN AS PART OF THE CONSIDERATION TOWARD A PURCHASE, PURCHASER REPRESENTS AND WARRANTS:
 - (a) THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS, AND ALL SAFETY-RELATED EQUIPMENT INSTALLED BY THE MANUFACTURER HAS NOT BEEN REMOVED OR RENDERED INOPERATIVE;
 - (b) THAT THE YEAR OF MANUFACTURE AND THE BALANCE OWED ON THE TRADE-IN VEHICLE ARE AS STATED ON THE REVERSE SIDE HEREOF;
 - (c) THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, THE ODOMETER READING ACCURATELY STATES THE ACTUAL MILES THE TRADE-IN VEHICLE HAS BEEN DRIVEN;
 - (d) THAT PURCHASER HAS AND WILL PROVIDE TO SELLER GOOD TITLE TO THE TRADE-IN VEHICLE, AND THAT TRANSFER OF THE TRADE-IN VEHICLE TO SELLER AS A TRADE-IN ON THE PURCHASE OF ANOTHER VEHICLE IS LEGAL AND PROPER;
 - (e) THAT THE TRADE-IN VEHICLE HAS NEVER HAD ITS TITLE OR REGISTRATION BRANDED AS "SALVAGED", "RESTORED", "REPAIRED", OR SIMILAR TERM PURSUANT TO UTAH CODE ANN. §41-1A-1004 AND §41-1A-1005, ANY SUCCESSOR STATUTES, OR STATUTES OF ANOTHER STATE SUBSTANTIALLY SIMILAR IN CONTENT. IF PURCHASER BREACHES THIS REPRESENTATION AND WARRANTY, THEN PURCHASER SHALL BE LIABLE FOR AND PAY TO SELLER THE DIFFERENCE BETWEEN THE TRADE-IN ALLOWANCE STATED ON THE REVERSE SIDE HEREOF AND THE REDUCED VALUE ATTRIBUTABLE TO MISREPRESENTATION REGARDING THE TITLE OR REGISTRATION;
 - (f) THAT THE TRADE-IN VEHICLE WAS NOT KNOWINGLY INITIALLY DELIVERED FOR DISPOSITION OR SALE IN A COUNTRY OTHER THAN THE UNITED STATES OF AMERICA; AND
 - (g) THAT, TO THE EXTENT THAT A MANUFACTURER'S WARRANTY REMAINS IN EFFECT, NO MODIFICATION HAS BEEN MADE TO THE TRADE-IN VEHICLE THAT WOULD INVALIDATE OR DIMINISH SUCH WARRANTY.
13. Any written notice required to be given to Purchaser shall be deemed reasonable and effective notification if it is mailed by ordinary mail, postage prepaid, to Purchaser's mailing address stated on the reverse side hereof.
14. The rate of interest set forth in section (B) of the "Financing Disclosure" on reverse side may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest, which shall control any and all financial disclosures in this contract. Purchaser acknowledges that Seller may or may not receive income for arranging financing under section (B) of said "Financing Disclosure".
15. All information Seller requests or receives hereunder may be used to verify Purchaser's identity in accordance with the U. S. Patriot Act.

Vehicle Repurchase Option Agreement

THIS VEHICLE REPURCHASE OPTION AGREEMENT (this "*Agreement*") is made effective 12 October 2020 between the city of **La Verkin**, a Utah municipality whose address is 435 North Main Street, LaVerkin, UT 84745 ("*City*"), and **GARFF ENTERPRISES, INC.**, a Utah corporation whose address 405 South Main Street, Suite 1200, Salt Lake City, UT 84111 ("*Garff*").

RECITALS:

A. City is in the process of re-outfitting its police department (the "LVPD") with approximately 2 motor vehicles for use by LVPD officers and employees, which vehicles are particularly described on the attached exhibit. The vehicles so described, together with any other mutually-agreed additions to such list, are called the "*Vehicles*" in this Agreement.

B. City desires to lease (rather than purchase) the Vehicles and the option to rotate the Vehicles every three years to better assure dependability and reduced maintenance costs.

C. Zions First National Bank ("*Lessor*") has proposed to lease the Vehicles to City for a three- year term under that certain "Government Lease-Purchase Agreement" (the "*Lease*") to be dated 12 October 2020 between Lessor, as lessor, and City, as lessee. The Lease effectively will result in the City's purchase of the Vehicles upon expiration of the Lease, likely between 1 October 2020-1 December 2023 (the "*Repurchase Date*").

D. Garff owns one or more new motor vehicle dealerships and desires to supply the Vehicles to Lessor for City's ultimate use.

E. City is willing to enter into the Lease only if, *inter alia*, (1) Lessor irrevocably agrees to initially purchase the Vehicles from Garff, and (2) Garff irrevocably agrees to repurchase from Lessor (or from City, if required by the Lease) such of the Vehicles as City designates, at City's option, for the Repurchase Price (defined below) on the Repurchase Date.

F. To induce City to enter into the Lease with Lessor, and to induce Lessor to thereupon purchase the Vehicles from Garff, Garff desires to irrevocably agree to repurchase such of the Vehicles as City designates, at City's option, for the Repurchase Price on the Repurchase Date as specified in this Agreement.

G. The parties desire to set forth herein their entire agreement concerning the repurchase of the Vehicles and all related dealings between City and Garff. This Agreement shall supersede all prior negotiations or agreements between the parties, oral and/or written, concerning the subject matter of this Agreement.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Vehicles**. City hereby irrevocably agrees (a) to cause Lessor to purchase from Garff or its affiliated dealership(s) the Vehicles specified on the attached exhibit (as the same may be amended from time to time), and (b) to lease the Vehicles from Lessor as specified in the Lease.

Section 2. **Duty to Repurchase**. To induce City to act as provided in section 1 above, Garff hereby irrevocably agrees to repurchase from Lessor, City or any other seller under the Lease such of the Vehicles as City designates, at City's option, on or after (as designated by City) the Repurchase Date, subject to the following requirements:

(a) **Vehicles Repurchased**. The Vehicles to be repurchased to Garff hereunder shall be those Vehicles designated by City, at City's option, from time to time, which may include none, some or all of the Vehicles identified on the attached exhibit.

(b) **Purchase Price**. The Repurchase Price to be paid by Garff for all of the Vehicles totals \$50,000.00. If City elects to require Garff to repurchase less than all of the Vehicles, then the total Repurchase Price to be paid by Garff shall be appropriately reduced by agreement of City and Garff in connection with closing of Garff's repurchase from City of the balance of the Vehicles.

(c) **Mileage**. If a Vehicle has over 45,000 odometer miles, the Repurchase Price for that Vehicle shall be reduced by a charge of twenty cents (\$.20) per excess mile.

(d) **Condition**. Each Vehicle shall be in condition to pass standard Utah State motor vehicle safety and emissions inspections of the type annually required for each registered motor vehicle. City may, at its option and cost, obtain and supply such current inspections to Garff on the Repurchase Date. City shall be responsible for repairing, at City's cost, any defects caused by City's use of a Vehicle which prevent the Vehicle from passing such inspections.

(e) **Equipment**. Each Vehicle is equipped with manufacturer-installed, "factory" equipment ("*Factory Equipment*"); additional equipment installed by the cities chosen equipment installer (such as police emergency lighting, sirens, prisoner cages, computer mounting equipment, K-9 cages, weapons storage vaults) ("*PVL Equipment*"); and other equipment and items, such as decals ("*Other Items*"). Each Vehicle shall be surrendered by City with all Factory Equipment attached and in good working condition. The following PVL Equipment and Other Items may be removed from the Vehicles prior to their surrender at City's cost, for re-use on City's future vehicles: radios and antennas; wireless modems and antennas; security weapons boxes; power inverters. No Other Items shall be removed from the Vehicles.

(f) **Body/Glass Damage**. Body damage to a Vehicle (except for reasonable wear), excessive holes not attributable to equipment installations previously agreed to by Garff, and broken or chipped glass shall be repaired at City's cost.

(g) Closing. Closing of Garff's repurchase of Vehicles hereunder shall be at such time, on such date, and at such place in Salt Lake County, Utah as City may specify upon at least five business days' prior notice to Garff.

Section 3. Possible Future Lease. Upon termination and satisfaction of the Lease, Garff and City may elect to enter into a new lease/re-purchase transaction with Lessor (or another lessor) to provide a new pool of vehicles for the LVPD on such terms and conditions as may be mutually agreed by such parties at that time, the parties acknowledging that pricing may be affected by factors such as then-current interest rates and intervening variances in the cost of vehicles and equipment.

Section 4. Condition Precedent. The performance of each party's obligations hereunder is conditioned on full execution and delivery of the Lease by City and Lessor effectively contemporaneously herewith.

Section 5. City's Representations and Warranties. City hereby represents and warrants to Garff as follows, and covenants that the same are true and accurate as of the date hereof:

(a) Status. City is a Utah municipality that is duly organized, validly existing and in good standing. City is empowered by applicable law, and by resolution of its city council, to enter into and perform under this Agreement.

(b) Binding Agreement. Upon its full execution and delivery, this Agreement and the obligations contemplated herein shall be legal, valid and binding obligations of City and shall be enforceable against City in accordance with their respective terms.

(c) Other Agreements. The execution and delivery of this Agreement and the consummation of the transactions provided for herein will not result in a breach of or constitute a default under any agreement or instrument to which City is a party or by which City is bound, in a manner which would impair the consummation of this Agreement or the performance of City's obligations hereunder.

(d) Suits and Proceedings. There are no suits or proceedings pending or threatened in any court or before any administrative board, commission, or by any federal, state or other governmental department or agency, which directly or indirectly affect or involve City and which, if determined adversely, would have an adverse effect on the transactions contemplated by this Agreement.

(e) Third Party Approvals. Except as otherwise specified herein, no consents or approvals of any third party or parties are required prior to the execution, delivery and performance by City of this Agreement and any other documents contemplated hereby.

Section 6. Garff's Representations and Warranties. Garff hereby represents and warrants to City as follows, and covenants that the same are true and accurate as of the date hereof:

(a) Status. Garff is a Utah corporation that is duly organized, validly existing and in good standing. Garff is empowered by applicable law and corporate approvals to enter into and perform under this Agreement.

(b) Binding Agreement. Upon its full execution and delivery, this Agreement and the obligations contemplated herein shall be legal, valid and binding obligations of Garff and shall be enforceable against Garff in accordance with their respective terms.

(c) Other Agreements. The execution and delivery of this Agreement and the consummation of the transactions provided for herein will not result in a breach of or constitute a default under any agreement or instrument to which Garff is a party or by which Garff is bound, in a manner which would impair the consummation of this Agreement or the performance of Garff's obligations hereunder.

(d) Suits and Proceedings. There are no suits or proceedings pending or threatened in any court or before any administrative board, commission, or by any federal, state or other governmental department or agency, which directly or indirectly affect or involve Garff and which, if determined adversely, would have an adverse effect on the transactions contemplated by this Agreement.

(e) Third Party Approvals. Except as otherwise specified herein, no consents or approvals of any third party or parties are required prior to the execution, delivery and performance by Garff of this Agreement and any other documents contemplated hereby.

Section 7. Default. If either party fails to perform any of its obligations hereunder and such condition is not cured within ten days after written notice thereof by the other, such party shall be in default hereunder and the non-defaulting party shall be entitled to proceed at law and in equity to enforce its rights under this Agreement.

Section 8. Indemnity. City is a governmental entity under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. §63G-7-101, *et seq.*) (as amended from time to time, the "*Immunity Act*"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each of the parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses or claims otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by the Immunity Act.

Section 9. Additional Provisions. The following provisions also are integral to this Agreement:

(a) Survival of Representations and Warranties. The respective obligations of the parties made in this Agreement, all exhibits hereto, and all certificates and documents delivered pursuant hereto, shall survive any closings contemplated by this Agreement.

(b) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(c) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(d) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(e) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(f) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(g) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(h) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(i) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(j) Attorneys' Fees. In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(k) Notice. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

(l) Brokers. Garff represents and warrants to City that no broker or finder acted for it or is entitled to any fee or commission in respect of the transactions contemplated hereby. Garff shall indemnify and hold City harmless in respect of any breach of the foregoing representation and warranty. Similarly, City represents and warrants to Garff that no broker or finder acted for City or is entitled to any fee or commission in respect of the transactions contemplated hereby. City shall indemnify and hold Garff harmless in respect of any breach of the foregoing representation and warranty.

(m) Time of Essence. Time is the essence of this Agreement.

(n) Costs. All costs and expenses, including attorneys' fees, incurred by each party in conjunction with this Agreement shall be paid by the party that incurred such costs and expenses.

(o) Assignment. Neither Garff nor City may assign its rights, or delegate its duties, under this Agreement to any third party without the prior written consent of City or Garff, as applicable. Any purported assignment without such consent shall be void from inception. Further, an approved assignment shall not effect any release of the assignor without a specific written acknowledgment of such release signed by the non-assigning party.

DATED effective the date first written above.

CITY:

ATTEST:

LA VERKIN, a Utah municipality

By: _____
Christy Ballard, Recorder

By: _____
Richard M. Hirschi, Mayor

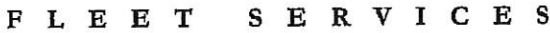
GARFF:

GARFF ENTERPRISES, INC.,
a Utah corporation

By: _____
_____, _____

Exhibit to
Vehicle Repurchase Option Agreement

(Attach Description of Vehicles)



05/08/2015

In order to qualify for early termination, vehicle must meet the following criteria: Mileage must be below 45k (\$0.20/mile penalty for overage), Vehicle must be able to pass State of Utah Motor Vehicle Safety Inspection (good tires, brakes, etc.), Vehicle must be in good overall condition (no body damage beyond minor cosmetic scratches and dings, no cracks in glass, no damage to interior, no missing parts, vehicle must be mechanically sound, etc...). In the event that Lease Termination Vehicles do not meet the aforementioned criteria, Ken Garff Automotive Group reserves the right to assess La Verkin city Corporation for the fair and reasonable cost of restoring vehicles to the criteria standard.

[illegible]

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La Verkin City, by

Ken Garff Automotive Group, by

LaVerkin City

\$71,468.00 Equipment Lease Purchase

Dated October 21, 2020

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LaVerkin City

\$71,468.00 Equipment Lease Purchase

Dated October 21, 2020

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
10/21/2020	8,416.06	-	-	8,416.06
10/21/2021	6,997.38	2.250%	1,418.67	8,416.05
10/21/2022	7,154.82	2.250%	1,261.23	8,416.05
10/21/2023	24,177.87	2.250%	1,100.24	25,278.11
10/21/2024	24,721.87	2.250%	556.24	25,278.11
Total	\$71,468.00	-	\$4,336.38	\$75,804.38

Yield Statistics

Bond Year Dollars	\$192.73
Average Life	2.697 Years
Average Coupon	2.2499987%
Net Interest Cost (NIC)	2.2499987%
True Interest Cost (TIC)	-1.9337185%
Bond Yield for Arbitrage Purposes	-1.9337185%
All Inclusive Cost (AIC)	-1.9337185%

IRS Form 8038

Net Interest Cost	2.2499987%
Weighted Average Maturity	2.697 Years

LaVerkin City

\$71,468.00 Equipment Lease Purchase

Dated October 21, 2020

Bond Balance Report

Date	Principal	Coupon	Interest	Total P+I	Bond Balance
10/21/2020	8,416.06	-	-	8,416.06	63,051.94
10/21/2021	6,997.38	2.250%	1,418.67	8,416.05	56,054.56
10/21/2022	7,154.82	2.250%	1,261.23	8,416.05	48,899.74
10/21/2023	24,177.87	2.250%	1,100.24	25,278.11	24,721.87
10/21/2024	24,721.87	2.250%	556.24	25,278.11	-
Total	\$71,468.00	-	\$4,336.38	\$75,804.38	-

LaVerkin City

\$71,468.00 Equipment Lease Purchase

Dated October 21, 2020

Sources & Uses

Dated 10/21/2020 | Delivered 10/21/2020

Sources Of Funds

Par Amount of Lease	\$71,468.00
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Total Sources	\$71,468.00
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Uses Of Funds

Deposit to Equipment Lease Purchase Fund	71,468.00
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Total Uses	\$71,468.00
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La Verkin City

435 North Main Street - La Verkin Utah 84745

(435) 635-2581

Scholarship Application

Name: _____

Date: _____

Home Address: _____

Phone: _____

Email: _____

GPA: _____

Requirements

- 1 Must live in La Verkin City
- 2 Submit with this application on one page or less a short introduction telling about yourself, how this scholarship will help you further your education after high school, what meaningful service you have participated in and what is your career plan?
- 3 Must be a graduating senior or a La Verkin City resident teen with a GED equivalent.
- 4 Must be used for a post high school education, College, Trade School, Cosmetology School, etc.
- 5 Must show proof of enrollment to receive check from the City of La Verkin.
- 6 Must include a Letter of recommendation which shows their relationship to the applicant.
- 7 Must provide a copy of student/applicant transcript if available
- 8 Must use scholarship within 3-1/2 years of award.

Important Information

All applications must be submitted to the La Verkin City Office on or before **5:00 PM April 5th, 2021.**

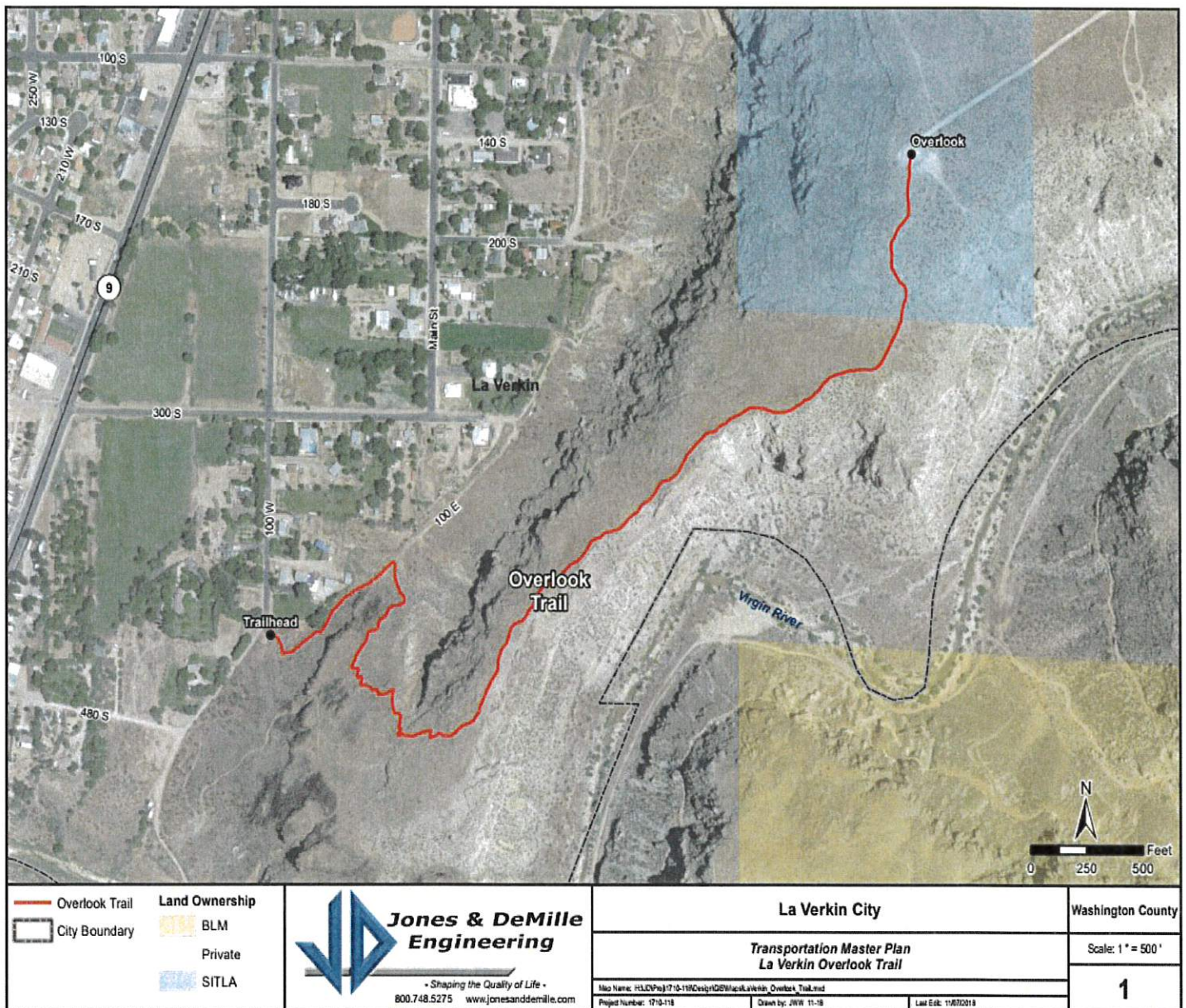
The La Verkin City Mayor & Council members will review all applications and award scholarships.

Applicant Signature: _____

Date: _____

If you have any questions call Kyle Gubler at (435) 635-2581 ext. 101

La Verkin Overlook Trail



The La Verkin Overlook Trail is approximately 1.2 miles each way and is moderately steep. It follows the edge of the cliffs and offers panoramic views down into an historic section of the Virgin River gorge that has been cut by the river as it flows to the cities down river. From different vantage points you can see the old La Verkin Canal on the cliff face below you. The old diversion dam and sandpit area are also visible and can be hiked to on the Sandtraps trail. On the opposite side of the canyon you can see the old Hurricane canal and may spot mountain bikers on the Hurricane rim trail high above.

About 1888, Thomas Judd and Thomas P. Cottam, had a survey made of the La Verkin Bench and started work on a canal. In June 1889 the La Verkin Fruit and Nursery Company was incorporated with a capital stock of \$25,000.00. Its objectives were to establish nursery orchards and vineyards and to promote fruit raising, stock raising, and general farming.

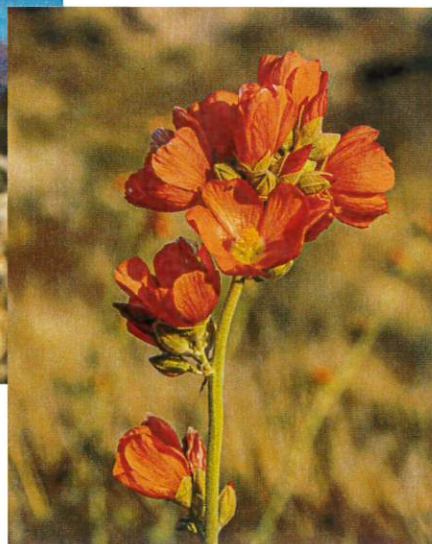
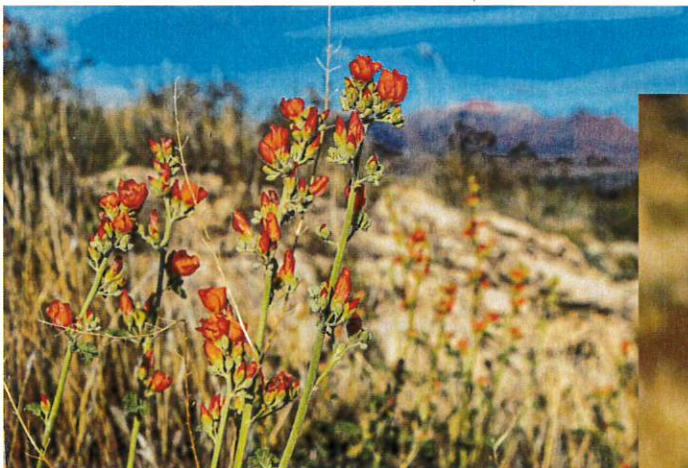
Work on the canal and tunnel was most difficult; a major part of the canal was made through the solid rock limestone of the precipitous cliff wall, other portions through talus slides that had broken off the limestone ledges above. A tunnel through the Kaibab limestone escarpment east of the bench was eight hundred feet in length. It was worked on from both sides, and when the two crews met, the sections fitted together almost perfectly. A row of lighted candles from each end was used as a mark to keep the lines straight as the men on both sides of the ridge drove toward the center. They built a dam two miles up the river from the place where the tunnel penetrated the mountain. Water was turned into the ditch in April 1891. Keeping water flowing was nearly impossible. Men worked their fields by day and patrolled the canal by night listening for the stop of flowing water indicating another break. In the 1950's So. Utah Power Co. needed water for their power plant (still seen in Confluence Park). They cemented the canal in exchange for water. The canal was used until the early 1990's when La Verkin City pressurized the system.



Indian Paintbrush



Claret Cup Cactus



Globe Mallow

