La Verkin City
Invoice Register - 10/1/2020 to 10/15/2020 - All Invoices

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
RFD 100039837.	^Howard, Tyler	47384	10/1/2020	10/1/2020	$196.63			
					196.63	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039837 - ^Howard, Tyler
Refund: 1000403	^Mackey, Shayann		10/9/2020	10/9/2020	$101.04			
					101.04	511311	Accounts Receivable	Refund: 100040344 - ^Mackey, Shayann
PR100920-258	AFLAC		10/14/2020	10/14/2020	$106.50			
					106.50	102224	Health Savings Acoount	AFLAC EE
100120	Citi Cards		10/1/2020	10/10/2020	$333.00			
					66.60	104140.290	Admin TELEPHONE/COMMUNI	DSL
					49.95	104253.280	Animal UTILITIES	PHONE
					103.23	516660.290	Admin TELEPHONE & COMMU	DSL
					56.61	536310.290	Irrigation TELEPHONE & COM	DSL
					56.61	556350.290	Drainage TELEPHONE & COM	DSL
100520	Citi Cards		10/5/2020	10/25/2020	$422.27			
PO# 3704					422.27	104540.610	Rec MISCELLANEOUS EXPEN	Lights for Tree Lighting Ceremony
10052020	Citi Cards		10/5/2020	10/25/2020	$14.53			
PO# 3703					14.53	104140.240	Admin OFFICE EXPENSE, SUP	Employee Recognition
10520	Citi Cards		10/5/2020	10/25/2020	$1,690.04			
PO# 3701					1,690.04	516340.440	O&M NEW SERVICES	Computer for Electronic Reads
1052020	Citi Cards		10/5/2020	10/25/2020	$13.72			
PO# 3702					13.72	104140.230	Admin TRAVEL & TRAINING	Managers Luncheon
6510517	Citi Cards		10/5/2020	11/1/2020	$228.58			
					228.58	516340.450	O&M SYSTEMS MAINTENANC	320 N water line repairs
	Vendor Total:				**$2,702.14**			
100120	CITY OF ST GEORGE	47388	10/1/2020	10/15/2020	$565.53			
					565.53	104210.410	Police DAT/INVESTIGATION/DI	!st Quarter dispatch increase
RFD 100039821.	Cokl, Michael	47389	10/7/2020	10/7/2020	$179.68			
					179.68	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039821 - Cokl, Michael
69818954	DeLage Landen Financial Services		10/10/2020	10/25/2020	$296.15			
					105.27	104140.240	Admin OFFICE EXPENSE, SUP	
					111.14	104140.310	Admin ATTORNEY/IN HOUSE	
					50.31	516660.240	Admin OFFICE EXPENSE, SUP	
					9.81	536310.240	Irrigation OFFICE EXPENSE, S	
					19.62	556350.240	Drainage OFFICE EXPENSE, S	
151569	EXECUTECH		10/9/2020	10/25/2020	$448.99			
					166.00	104140.315	Admin COMPUTER EQUIPME	Office 365
					104.00	104210.315	Police COMPUTER EQUIPMEN	Office 365
					16.05	104230.315	Victims COMPUTER EQUIPME	Office 365
					108.94	516660.315	Admin SOFTWARE OR INFOR	Office 365
					27.00	536310.315	IrrigationCOMPUTER EQUIPM	Office 365
					27.00	556350.315	Drainage SOFTWARE & COMP	Office 365
87562	EXECUTECH		10/1/2020	10/20/2020	$1,365.00			
					125.00	104140.310	Admin ATTORNEY/IN HOUSE	
					561.50	104140.315	Admin COMPUTER EQUIPME	
					424.50	516660.315	Admin SOFTWARE OR INFOR	

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
					127.00	536310.315	IrrigationCOMPUTER EQUIPM	
					127.00	556350.315	Drainage SOFTWARE & COMP	
	Vendor Total:				**$1,813.99**			
093020	GUBLER, KYLE	47397	10/1/2020	10/1/2020	$152.60			
					152.60	104140.250	Admin EQUIPMENT OPERATIN	Mileage Sept 2020
RFD 100040322.	Hafen, Paul	47398	10/1/2020	10/1/2020	$114.42			
					114.42	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040322 - Hafen, Paul
PR100920-6099	Health Equity	10142020	10/14/2020	10/14/2020	$2,374.00			
					2,374.00	102224	Health Savings Acoount	PEHP Health Equity
RFD 100040606.	Hoybjerg, George	47399	10/7/2020	10/7/2020	$75.77			
					75.77	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040606 - Hoybjerg, George
2708	Keep It Green		10/15/2020	10/30/2020	$578.00			
					418.00	104510.250	Parks EQUIPMENT OPERATIN	Monthly weed and fertilizer for parks and cemetery
					160.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetary
PR100920-147	LEGAL SHIELD		10/14/2020	10/14/2020	$54.83			
					54.83	102225	Misc Payable	LegalShield
28519	My Fleet Center,		10/1/2020	10/25/2020	$59.34			
					59.34	104210.450	Police VEHICLE MAINTANCE	2016 Chevy truck- C Smith
638587	NAPA AUTO PARTS		10/1/2020	10/25/2020	$10.34			
					10.34	104210.450	Police VEHICLE MAINTANCE	Supplies for vehicles
2953	Preston's Mobile Shredding	47405	10/1/2020	10/15/2020	$25.00			
					18.00	104140.280	Admin UTILITIES	
					6.25	516660.280	Admin UTILITIES	
					0.75	556350.250	Drainage EQUIPMENT OPERA	
121	RUIZ CLEANING SERVICES		10/1/2020	10/15/2020	$300.00			
					300.00	104160.250	Bldg EQUIPMENT OPERATING	Cleaning 435 N Main Sept 2020
6510069	SCHOLZEN PRODUCTS CO INC		10/2/2020	10/25/2020	$249.02			
					249.02	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies 290 W
6510072	SCHOLZEN PRODUCTS CO INC		10/2/2020	10/25/2020	$64.72			
					64.72	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies 290 W
6510609	SCHOLZEN PRODUCTS CO INC		10/5/2020	10/25/2020	$85.70			
					85.70	536310.450	Irrigation WATER MAIN REPAIR	Irrigation repair supplies
	Vendor Total:				**$399.44**			
102020	Sheldon Stout Roofing	47414	10/13/2020	10/13/2020	$10,500.00			
					10,500.00	104160.270	Bldg B&G OPERATION AND M	Roof replacement
313162	Southwest Utah Public Health Departme		10/1/2020	10/25/2020	$100.00			
					100.00	516340.420	O&M PURIFICATION AND TRE	Water testing
7315270000	STAPLES		10/5/2020	10/25/2020	$105.72			
					47.57	104140.240	Admin OFFICE EXPENSE, SUP	
					12.69	104140.310	Admin ATTORNEY/IN HOUSE	
					27.49	516660.240	Admin OFFICE EXPENSE, SUP	
					7.29	536310.240	Irrigation OFFICE EXPENSE, S	Office supplies
					10.68	556350.240	Drainage OFFICE EXPENSE, S	

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
092020	State Of Utah		10/5/2020	10/5/2020	$1,150.65			
					1,150.65	103221	Building Permits	Building permit fee surcharge
323187	STEAMROLLER COPIES		10/2/2020	10/25/2020	$9.00			
					9.00	104240.460	Inspect ENGINEER	Chaco Ridge
100120	TDS BAJA Broadband		10/1/2020	10/20/2020	$142.63			
					28.53	104140.290	Admin TELEPHONE/COMMUNI	DSL
					21.39	104253.280	Animal UTILITIES	PHONE
					44.21	516660.290	Admin TELEPHONE & COMMU	DSL
					24.25	536310.290	Irrigation TELEPHONE & COM	DSL
					24.25	556350.290	Drainage TELEPHONE & COM	DSL
RFD 100037960.	Thornwall, Dean & Tamara		10/9/2020	10/9/2020	$73.02			
					73.02	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100037960 - Thornwall, Dean & Tamara
10012020	U.S. POSTAL SERVICE	47381	10/1/2020	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	
3520499432	UniFirst Corporation		10/8/2020	10/25/2020	$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 OPERATIN	
					20.74	516340.250	O&M EQUIPMENT OPERATIN	
					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	
3520499904	UniFirst Corporation		10/15/2020	11/1/2020	$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 OPERATIN	
					20.74	516340.250	O&M EQUIPMENT OPERATIN	
					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:				**$90.18**			
PR100920-501	UTAH RETIREMENT SYSTEMS		10/14/2020	10/14/2020	$9,050.49			
					971.89	102223	Retirement Payable	401k
					8,078.60	102223	Retirement Payable	Retirement
PR100920-449	Utah State Tax Commission		10/14/2020	10/14/2020	$1,972.40			
					1,972.40	102222	State Witholding	State Income Tax
RI1001201	Weeks, James	ACH.7220.1015201128	10/1/2020	10/1/2020	$1,200.00			
					1,200.00	104140.311	Admin ATTORNEY	

La Verkin City
Invoice Register - 10/1/2020 to 10/15/2020 - All Invoices

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
PR100920-234	ZIONS FIRST NATIONAL BANK.	10142020	10/14/2020	10/14/2020	$9,728.53			
					5,622.28	102221	FICA & FWT Witholding	Social Security Tax
					1,314.92	102221	FICA & FWT Witholding	Medicare Tax
					2,791.33	102221	FICA & FWT Witholding	Federal Income Tax
			Total:		**$44,672.48**			

GL Account Summary

9,728.53	102221	FICA & FWT Witholding
1,972.40	102222	State Witholding
9,050.49	102223	Retirement Payable
2,480.50	102224	Health Savings Acoount
54.83	102225	Misc Payable
1,150.65	103221	Building Permits
13.72	104140.230	Admin TRAVEL & TRAINING
368.16	104140.240	Admin OFFICE EXPENSE, SUP
152.60	104140.250	Admin EQUIPMENT OPERATIN
18.00	104140.280	Admin UTILITIES
95.13	104140.290	Admin TELEPHONE/COMMUNI
302.17	104140.310	Admin ATTORNEY/IN HOUSE
1,200.00	104140.311	Admin ATTORNEY
727.50	104140.315	Admin COMPUTER EQUIPME
300.90	104160.250	Bldg EQUIPMENT OPERATING
10,500.00	104160.270	Bldg B&G OPERATION AND M
104.00	104210.315	Police COMPUTER EQUIPMEN
565.53	104210.410	Police DAT/INVESTIGATION/DI
69.68	104210.450	Police VEHICLE MAINTANCE
16.05	104230.315	Victims COMPUTER EQUIPME
10.82	104240.250	Inspect EQUIPMENT OPERATI
9.00	104240.460	Inspect ENGINEER
71.34	104253.280	Animal UTILITIES
16.24	104410.250	Streets EQUIPMENT OPERATI
0.90	104410.745	Streets STREET IMPROVEME
418.90	104510.250	Parks EQUIPMENT OPERATIN
160.00	104510.410	Parks CEMETARY IMPROVEM
422.27	104540.610	Rec MISCELLANEOUS EXPEN
39,980.31		**Total**
101.04	511311	Accounts Receivable
639.52	512330	Turn on Fee/Renter Deposit
41.48	516340.250	O&M EQUIPMENT OPERATIN
100.00	516340.420	O&M PURIFICATION AND TRE
1,690.04	516340.440	O&M NEW SERVICES
543.22	516340.450	O&M SYSTEMS MAINTENANC
193.36	516660.240	Admin OFFICE EXPENSE, SUP
6.25	516660.280	Admin UTILITIES
147.44	516660.290	Admin TELEPHONE & COMMU
533.44	516660.315	Admin SOFTWARE OR INFOR
3,995.79		**Total**
42.32	536310.240	Irrigation OFFICE EXPENSE, S
5.42	536310.250	Irrigation EQUIPMENT OPERA
80.86	536310.290	Irrigation TELEPHONE & COM
154.00	536310.315	IrrigationCOMPUTER EQUIPM
86.60	536310.450	Irrigation WATER MAIN REPAIR
369.20		**Total**
79.85	556350.240	Drainage OFFICE EXPENSE, S

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
					11.57	556350.250	Drainage EQUIPMENT OPERA	
					80.86	556350.290	Drainage TELEPHONE & COM	
					154.00	556350.315	Drainage SOFTWARE & COMP	
					0.90	556350.440	Drainage NEW SERVICES	
					327.18		**Total**	
					$44,672.48		**GL Account Summary Total**	

Show # 20194

Fireworks Merchandise Contract and Purchase Order

THIS CONTRACT entered into on October 6, 2020 by and between LANTIS PRODUCTIONS INC (hereinafter referred to as LANTIS), and La Verkin City of La Verkin, Utah (hereinafter to as "client").

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

CLIENT shall pay LANTIS the sum of Three Thousand Five Hundred ($3,500.00), in United States Currency, according to the following terms and conditions:

1. Deposit due upon execution of contract	**$1,750.00**
2. Balance due at time of delivery	**$ 1,750.00**

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

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

Said merchandise shall be delivered prepaid by a LANTIS truck and properly licensed driver to the location specified by CLIENT, which may not be a private residence. CLIENT herby acknowledges that storage of Fireworks (1.3 G Explosives is subject to numerous federal, state, and local regulations, and CLEINT assumes all responsibility for such storage.

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

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

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

It is further agreed that nothing in this contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this

Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT.

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

Lantis

Executed on behalf of LANTIS PRODUCTIONS INC. this October 6, 2020 , at Fairfield, UT.



By: _____
Kenneth L. Lantis, President

Executed on behalf of LaVerkin City, Utah this _____ day of _____, 2020 at La Verkin Utah.

By: _____

Type Name _____

Title: _____

CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show # 20194

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

Show Sponsor: LaVerkin City , Utah

PO# _____

Billing Address: 435 N. Main Street, LaVerkin UT 84745

Show Date: December 5, 2020 **Approximate Time __AM / PM**

Show Delivery Location: _____

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

Primary Contact	**2ND Alternate**
Ky;e Gubler	
Name	**Name**
Address	**Address**
City, State, Zip	**City, State, Zip**
435-635-2581	
Phone Home Office Cell	**Phone Home Office Cell**

Specific Address of Display Site:_____

Routing to Location from Major Highway:

Extremely Important Nearest Airport:

Approximate Distance: _____ Miles

- **Additional Comments.___Use reverse side if needed**

Lantis Fireworks & lasers

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

Invoice No. 20194

INVOICE

Customer

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

Date 10/6/2020
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	Ship Show of Fireworks for Winterfest	$3,500.00	$3,500.00
		SubTotal	$3,500.00
		Shipping & Handling	$0.00
		Taxes State	
		TOTAL	$3,500.00

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card

Name
CC #
Expires

Office Use Only

Thank You

WORK RELEASE NO. 2020-1 COVER SHEET

WATER IMPROVEMENTS PROJECT

LAVERKIN CITY
435 N. MAIN
LAVERKIN, UT 84745

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2020-1 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

ENGINEER	CLIENT
SUNRISE ENGINEERING, INC.	LAVERKIN CITY:
By:_____	By:_____
Name: Marvin J Wilson, P.E.	Name:_____
Title: Senior Vice President	Title:_____
Date: _____	Date: _____

WORK RELEASE NO. 2020-1

This Work Release is entered into by and between LAVERKIN CITY (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER).

RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated 1 January, 2010, hereinafter referred to as the "Agreement", CLIENT and ENGINEER desire to identify certain work and services to be performed by ENGINEER pursuant to the Agreement. CLIENT intends to retain general engineering services hereinafter referred to as "Project" and for which ENGINEER agrees to perform various professional engineering services.

ARTICLES

ARTICLE 1. PROJECT OBJECTIVES

CLIENT intends to complete water improvement projects on 500 West, 470 West, and 200 North. (See attached exhibit for a location map of all the proposed improvements.)

These improvements are summarized as follows and shown in the attached exhibit:

1) Water Improvements:
    - 500 West
        - Approximately 725 feet of 8" PVC, 740 feet of 4" irrigation PVC with associated service connections, valves, hydrants, fittings, etc.
    - 500 West Cul-de-sac
        - Approximately 250 feet of 8" PVC, 250 feet of 4" irrigation PVC with associated service connections, valves, hydrants, fittings, etc.
    - 470 West
        - Approximately 650 feet of 8" PVC with associated valves, hydrants, fittings, etc. and converting an old culinary water line to irrigation.
    - 200 North
        - Approximately 585 feet of 8" PVC of 4" irrigation PVC with associated valves, hydrants, fittings, etc.

ARTICLE 2. SCOPE OF WORK

1. FUNDING PROCUREMENT/ACQUISITION
   Assist the CLIENT with preparation and submittal of application for funding assistance from funding agencies. It is anticipated that CIB or DDW will provide

funding assistance to the CLIENT. Because of the planned secondary water improvements, the funding acquisition may also include BWR.

a) When required by the funding agencies, prepare revised conceptual exhibits and provide a revised preliminary Engineer's Opinions of Probable Cost.

b) ENGINEER may attend meetings with CLIENT, representatives of the funding agencies, or other interested parties.

c) Coordinate development of the project with the funding agencies. This includes providing any data and correspondence required by the agencies for concurrence and approval of the project.

d) Assist CLIENT with completion of the list of requirements, as outlined by the funding agencies, which are necessary to meet the stipulations for final funding of the project.

e) Assist CLIENT with other miscellaneous administrative tasks necessary to further the project to the point of authorization to proceed with design.

2. ENGINEERING DESIGN

After CLIENT directs ENGINEER to proceed with Final Engineering Design of the improvements, ENGINEER will provide the following:

a) Design kickoff and coordination of project goals.

b) Utility coordination including acquiring and implementing existing electronic data.

c) 60% design drawings.

d) Review meeting with City.

e) Final drawings including general sheets, plan sheets, plan and profile sheets of roadways and applicable wastewater lines, surface restoration sheets, and detail sheets.

f) In order to separate the roadway improvements from the water related improvements two separate bid packages will be provided.

g) ENGINEER's design will meet generally accepted engineering standards. Any redesigns caused by an engineering omission or error will be provided

by ENGINEER at no additional cost to CLIENT.

ENGINEER will provide final Plans, Specifications, and Contract Documents and submit for approval from CLIENT and known regulatory agencies in time for an anticipate late summer 2021 bid date.

CLIENT will extend the time for completion for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of ENGINEER.

3. BIDDING AND NEGOTIATING

After authorization to proceed with the Bidding and Negotiating Phase, ENGINEER will:

a) Assist CLIENT in obtaining bids or negotiating proposals for each of the separate prime contracts for construction.

b) Prior to bidding, ENGINEER will furnish electronic copies of the final drawings, specifications and Contract Documents to CLIENT for distribution via CLIENT's website (or ENGINEER's) to prospective bidders, material suppliers, and other interested parties.

c) Attend the bid opening, tabulate the bids, make an analysis of the bids, assist CLIENT in evaluating bids or proposals, and make recommendation for award of contract.

d) Compile conformed drawing set and conformed specifications.

e) Assist CLIENT in completing contract documents including Notice of Award, Agreement, and Notice to Proceed.

4. CONSTRUCTION ADMINISTRATION

The ENGINEER will administer the construction contract(s) and work with CLIENT to review conformance of the completed work with the Contract Documents. Neither the ENGINEER nor the CLIENT assumes responsibility for construction means, methods, techniques, sequences or procedures, or for safety procedures, precautions and programs employed by the Contractor, subcontractor, their employees, or any material suppliers. The ENGINEER's undertaking hereunder will not relieve the Contractor's obligation to perform the work in conformity with the drawings and specifications in a workmanlike manner. The ENGINEER does not guarantee the Contractor's performance or commitments to the CLIENT.

The ENGINEER's duties, as agent for the CLIENT, during construction may include the following:

a) Attend pre-construction meetings with CLIENT and contractor.

b) At reasonable times be available personally, or have available, a responsible member of his staff to make such interpretations of the intent of the drawings and specifications as are necessary to facilitate completion of the construction contract. All the CLIENT's instructions to the Contractor will be issued through the ENGINEER.

c) Make periodic visits to the site to familiarize themselves with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. During his on-site observations as an Engineer, he will endeavor to guard the CLIENT against defects and deficiencies in the work of the Contractor. The Project Engineer will supervise the Observer and will be present on the project site if needed for liaison with the CLIENT and evaluating disputes on other construction difficulties which are beyond the observer's authority to solve.

d) Review the Contractor's applications for progress and final payment and, when approved, submit same to the CLIENT, Contractor, lenders, and approving agencies as required for approval and payment.

e) Furnish engineering services, supervision services, and construction observation for the project upon request by the CLIENT. Such observation will not relieve the Contractor in any way from his obligations and responsibilities under the Contract. The Resident Observer will be qualified for the work and his duties will include but not be limited to:

   i. Monitor the Contractor's work for the purpose of making all reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled.

   ii. Keep a diary of all activities taking place and work accomplished on the project, which will be either turned over to the CLIENT or saved by the ENGINEER for at least three (3) years after final payment is made by the CLIENT to the Contractor.

   iii. Issue written memoranda of non-compliance to the Contractor, CLIENT, and Project Engineer when the Resident Observer determines the Contractor's work to be defective or deficient.

iv. Report regularly to the Project Engineer and keep him advised as to the work progress and defects and deficiencies in the work of the Contractor.

f) Appraise and approve Contractor's certifications of payment and maintain necessary records pertaining thereto for work performed.

g) Review compaction and gradation testing results as outlined in the Contract Documents.

h) Review for conformance with design concept and approve if acceptable any necessary shop and working drawings furnished by the Contractor.

i) Check and make recommendations on all proposals for substitutions.

j) On a timely basis and as needed, prepare and recommend change orders to the construction contract for the CLIENT's approval and issuance during construction.

k) Make a review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the CLIENT. Prior to submitting the final pay estimate, the ENGINEER will submit a statement of completion and obtain the written acceptance of the facility from the CLIENT.

l) Establish the date of Substantial Completion, assemble written guarantees and maintenance manuals of the manufacturers and contractors, and issue the Certification of Substantial Completion and Final Certificate of Payment.

m) Prepare "Contract Record Drawings" and specifications for the CLIENT and maintain one (1) set of reproducible contract record drawings showing details of all construction including changes made during the construction process, which the ENGINEER considers significant. The ENGINEER will provide other drawings or renditions of the system as requested by the CLIENT, to be remunerated by the hourly rate as identified in Attachment No. 1.

n) Assist the CLIENT's personnel as required during the preliminary operation to become familiar with operating controls and adjustments.

ARTICLE 3. ASSUMPTIONS & ADDITIONAL SERVICES

The following services may be provided only UPON AUTHORIZATION OF CLIENT and concurrence by ENGINEER:

a) Redesigns ordered by CLIENT after final plans have been accepted by CLIENT or after substantial design services have been completed on previously approved design concepts.

b) Provide construction staking for locating the work on a one-time basis. ENGINEER shall not be responsible for stakes, etc. removed through negligence of the Contractor, CLIENT, or through vandalism and shall be compensated by the responsible party for re-staking or re-surveys.

c) Geotechnical Services, laboratory tests, well tests, borings, hydraulic investigations, soils investigations, water quality studies, or other studies recommended by ENGINEER, outside of normal design procedures.

The following services are additional services that are authorized by CLIENT as part of this work release:

d) Right-of-Way – Perform right-of-way control survey and prepare a tract map of the project area. Provide legal descriptions for necessary easements. Assist CLIENT with right-of-way negotiations with property owners.

e) Design Survey (will be conducted in conjunction with right-of-way survey).

ARTICLE 4. COMPENSATION

1. CLIENT agrees to compensate ENGINEER for all services outlined in Article 2.1 – Funding Procurement/Acquisition at the rates and fees shown in the attached Exhibit A. The total amount budgeted for this service is anticipated to be Eight Thousand Five Hundred Dollars ($8,500).

2. CLIENT agrees to compensate ENGINEER for all services outlined in Article 2.2 - Engineering Design as follows:

   a) In the lump sum amount of Fifty-Eight Thousand, Five Hundred Dollars ($58,000).

3. CLIENT agrees to compensate ENGINEER for services outlined in Article 3 - Bidding and Negotiating at the rates and fees shown in the attached Exhibit A. The total

combined amount for this service is anticipated to be Six Thousand Dollars ($6,000).

4. CLIENT agrees to compensate ENGINEER for services outlined in Article 4 - Construction Administration at the rates and fees shown in the attached Exhibit A.
    a) The total amount budgeted is Fifty-Five Thousand Dollars ($55,000).

5. CLIENT agrees to compensate ENGINEER for services outlined in Article 3(e) – "Design Survey" at the rates and fees shown in the attached Exhibit A. The total amount budgeted for this service is anticipated to be Five Thousand Dollars ($5,000).

Any additional services requested by CLIENT, shall be performed at the hourly rates and fees shown in the attached Exhibit A.

ARTICLE 5. INVOICING

Instructions and invoices submitted pursuant to this Work Release will be sent to:

LAVERKIN CITY
435 N. MAIN
LAVERKIN, UT 84745

Invoices shall be submitted monthly based on the prior month's effort and are due and payable within (30) thirty days.

SUNRISE ENGINEERING
FEE SCHEDULE
EXHIBIT A

WORK CODE	WORK CLASSIFICATION	HOURLY RATE	WORK CODE	WORK CLASSIFICATION	HOURLY RATE
101	Engineer Intern (E.I.T.) I	$99	451	Training Specialist I	$130
102	Engineer Intern (E.I.T.) II	$108	456	Training Manager	$156
103	Engineer III	$139	460	Training Director	$180
104	Engineer IV	$162	500	Funding Specialist	$129
105	Engineer V	$183	510	Plan Reviewer	$115
110	Principal Engineer	$199	511	Building Inspector I	$68
121	Electrical Engineer Intern (E.I.T.) I	$114	512	Building Inspector II	$91
122	Electrical Engineer Intern (E.I.T.) II	$128	513	Building Inspector III	$113
123	Electrical Engineer III	$145	525	Building Official	$132
124	Electrical Engineer IV	$167	601	GIS Tech	$71
125	Electrical Engineer V	$190	602	GIS Tech II	$82
126	Principal Electrical Engineer	$206	611	GIS Specialist I	$103
301	Engineering Tech I	$79	613	GIS Analyst	$118
302	Engineering Tech II	$95	614	GIS Programmer	$103
303	Engineering Tech III	$109	615	GIS Team Leader	$134
304	Engineering Tech IV	$135	51	Administrative I	$45
311	Electrical Tech I	$88	52	Administrative II	$59
312	Electrical Tech II	$100	53	Administrative III	$74
313	Electrical Tech III	$118	96	Public Information Manager	$115
314	Electrical Tech IV	$130	705	Planner V	$140
315	Electrical Tech V	$143	712	Project Manager II	$173
351	Construction Observer I	$67	723	Water Rights Specialist III	$129
352	Construction Observer II	$83	921	Survey Tech	$80
353	Construction Observer III	$99	930	Survey CAD Tech	$115
354	Construction Observer IV	$113	935	One Man Survey Crew	$150
401	CAD Drafter I	$69	940	Survey Manager	$160
402	CAD Drafter II	$79	945	Registered Surveyor	$170
403	CAD Drafter/Designer III	$99	950	Principal Surveyor	$185
404	CAD Drafter/Designer IV	$110			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	$0.59 per mile	N/A
Field Vehicle (on site)	$50 per day	N/A
Per Diem Meals	$57 per day	N/A
Troxler Nuclear Density Gauge	$40 per day	N/A
High Density Scanner	$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions. Base 01-2020

WORK RELEASE NO. 2020-2 COVER SHEET

ROADS IMPROVEMENTS PROJECT

LAVERKIN CITY
435 N. MAIN
LAVERKIN, UT 84745

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2020-2 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

ENGINEER	CLIENT
SUNRISE ENGINEERING, INC.	LAVERKIN CITY:
By:_____	By:_____
Name: Marvin J Wilson, P.E.	Name:_____
Title: Senior Vice President	Title:_____
Date: _____	Date: _____

WORK RELEASE NO. 2020-2

This Work Release is entered into by and between LAVERKIN CITY (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER).

RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated 1 January, 2010, hereinafter referred to as the "Agreement", CLIENT and ENGINEER desire to identify certain work and services to be performed by ENGINEER pursuant to the Agreement. CLIENT intends to retain general engineering services hereinafter referred to as "Project" and for which ENGINEER agrees to perform various professional engineering services.

ARTICLES

ARTICLE 1. PROJECT OBJECTIVES

CLIENT intends to reconstruct portions of existing roadways on 470 West, 100 South, and then provide an access repair on Valley View Drive. (See attached exhibit for a location map of all the proposed improvements.)

These improvements are summarized as follows and shown in the attached exhibit:

1) Road Improvements:
    - 470 West Cul-de-sac Improvements
        - Approximately 250 ln. ft. of roadway reconstruction with associated curb, gutter, sidewalk, ramps, storm drain, water line, irrigation line, etc.
    - 100 South SR-9 to Main Street Improvements
        - Approximately 200 ln. ft. of roadway reconstruction with associated curb, gutter, sidewalk, ramps, storm drain, water line, sewer line, irrigation line from Main St. to Valley View Dr.
    - Valley View Dr. access repair (Boyd Earl).

ARTICLE 2. SCOPE OF WORK

1. FUNDING PROCUREMENT/ACQUISITION
   Assist the CLIENT with preparation and submittal of application for funding assistance from funding agencies. It is anticipated that CIB, and DDW will provide funding assistance to the CLIENT. Because of the planned secondary water improvements, the funding acquisition may also include BWR.

a) When required by the funding agencies, prepare revised conceptual exhibits and provide a revised preliminary Engineer's Opinions of Probable Cost.

b) ENGINEER may attend meetings with CLIENT, representatives of the funding agencies, or other interested parties.

c) Coordinate development of the project with the funding agencies. This includes providing any data and correspondence required by the agencies for concurrence and approval of the project.

d) Assist CLIENT with completion of the list of requirements, as outlined by the funding agencies, which are necessary to meet the stipulations for final funding of the project.

e) Assist CLIENT with other miscellaneous administrative tasks necessary to further the project to the point of authorization to proceed with design.

2. ENGINEERING DESIGN

After CLIENT directs ENGINEER to proceed with Final Engineering Design of the improvements, ENGINEER will provide the following:

a) Design kickoff and coordination of project goals.

b) Utility coordination including acquiring and implementing existing electronic data.

c) 60% design drawings.

d) Review meeting with City.

e) Final drawings including general sheets, plan sheets, plan and profile sheets of roadways and applicable wastewater lines, surface restoration sheets, and detail sheets.

f) In order to separate the roadway improvements from the water related improvements two separate bid packages will be provided.

g) ENGINEER's design will meet generally accepted engineering standards. Any redesigns caused by an engineering omission or error will be provided by ENGINEER at no additional cost to CLIENT.

ENGINEER will provide final Plans, Specifications, and Contract Documents and submit for approval from CLIENT and known regulatory agencies in time for an anticipate late summer 2021 bid date.

CLIENT will extend the time for completion for a reasonable time if completion is delayed due to unforeseeable causes beyond the control and without the fault or negligence of ENGINEER.

3. BIDDING AND NEGOTIATING

After authorization to proceed with the Bidding and Negotiating Phase, ENGINEER will:

a) Assist CLIENT in obtaining bids or negotiating proposals for each of the separate prime contracts for construction.

b) Prior to bidding, ENGINEER will furnish electronic copies of the final drawings, specifications and Contract Documents to CLIENT for distribution via CLIENT's website (or ENGINEER's) to prospective bidders, material suppliers, and other interested parties.

c) Attend the bid opening, tabulate the bids, make an analysis of the bids, assist CLIENT in evaluating bids or proposals, and make recommendation for award of contract.

d) Compile conformed drawing set and conformed specifications.

e) Assist CLIENT in completing contract documents including Notice of Award, Agreement, and Notice to Proceed.

4. CONSTRUCTION ADMINISTRATION

The ENGINEER will administer the construction contract(s) and work with CLIENT to review conformance of the completed work with the Contract Documents. Neither the ENGINEER nor the CLIENT assumes responsibility for construction means, methods, techniques, sequences or procedures, or for safety procedures, precautions and programs employed by the Contractor, subcontractor, their employees, or any material suppliers. The ENGINEER's undertaking hereunder will not relieve the Contractor's obligation to perform the work in conformity with the drawings and specifications in a workmanlike manner. The ENGINEER does not guarantee the Contractor's performance or commitments to the CLIENT.

The ENGINEER's duties, as agent for the CLIENT, during construction may include the following:

a) Attend pre-construction meetings with CLIENT and contractor.

b) At reasonable times be available personally, or have available, a responsible member of his staff to make such interpretations of the intent of the drawings and specifications as are necessary to facilitate completion of the construction contract. All the CLIENT's instructions to the Contractor will be issued through the ENGINEER.

c) Make periodic visits to the site to familiarize themselves with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents. During his on-site observations as an Engineer, he will endeavor to guard the CLIENT against defects and deficiencies in the work of the Contractor. The Project Engineer will supervise the Observer and will be present on the project site if needed for liaison with the CLIENT and evaluating disputes on other construction difficulties which are beyond the observer's authority to solve.

d) Review the Contractor's applications for progress and final payment and, when approved, submit same to the CLIENT, Contractor, lenders, and approving agencies as required for approval and payment.

e) Furnish engineering services, supervision services, and construction observation for the project upon request by the CLIENT. Such observation will not relieve the Contractor in any way from his obligations and responsibilities under the Contract. The Resident Observer will be qualified for the work and his duties will include but not be limited to:

   i. Monitor the Contractor's work for the purpose of making all reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled.

   ii. Keep a diary of all activities taking place and work accomplished on the project, which will be either turned over to the CLIENT or saved by the ENGINEER for at least three (3) years after final payment is made by the CLIENT to the Contractor.

   iii. Issue written memoranda of non-compliance to the Contractor, CLIENT, and Project Engineer when the Resident Observer determines the Contractor's work to be defective or deficient.

   iv. Report regularly to the Project Engineer and keep him advised as to the work progress and defects and deficiencies in the work of the Contractor.

f) Appraise and approve Contractor's certifications of payment and maintain necessary records pertaining thereto for work performed.

g) Review compaction and gradation testing results as outlined in the Contract Documents.

h) Review for conformance with design concept and approve if acceptable any necessary shop and working drawings furnished by the Contractor.

i) Check and make recommendations on all proposals for substitutions.

j) On a timely basis and as needed, prepare and recommend change orders to the construction contract for the CLIENT's approval and issuance during construction.

k) Make a review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the CLIENT. Prior to submitting the final pay estimate, the ENGINEER will submit a statement of completion and obtain the written acceptance of the facility from the CLIENT.

l) Establish the date of Substantial Completion, assemble written guarantees and maintenance manuals of the manufacturers and contractors, and issue the Certification of Substantial Completion and Final Certificate of Payment.

m) Prepare "Contract Record Drawings" and specifications for the CLIENT and maintain one (1) set of reproducible contract record drawings showing details of all construction including changes made during the construction process, which the ENGINEER considers significant. The ENGINEER will provide other drawings or renditions of the system as requested by the CLIENT, to be remunerated by the hourly rate as identified in Attachment No. 1.

n) Assist the CLIENT's personnel as required during the preliminary operation to become familiar with operating controls and adjustments.

ARTICLE 3. ASSUMPTIONS & ADDITIONAL SERVICES

The following services may be provided only UPON AUTHORIZATION OF CLIENT and concurrence by ENGINEER:

a) Redesigns ordered by CLIENT after final plans have been accepted by CLIENT or after substantial design services have been completed on previously approved design concepts.

b) Provide construction staking for locating the work on a one-time basis. ENGINEER shall not be responsible for stakes, etc. removed through negligence of the Contractor, CLIENT, or through vandalism and shall be compensated by the responsible party for re-staking or re-surveys.

The following services are additional services that are authorized by CLIENT as part of this work release:

c) Geotechnical Services, laboratory tests, well tests, borings, hydraulic investigations, soils investigations, water quality studies, or other studies recommended by ENGINEER, outside of normal design procedures.

d) Right-of-Way – Perform right-of-way control survey and prepare a tract map of the project area. Provide legal descriptions for necessary easements. Assist CLIENT with right-of-way negotiations with property owners.

e) Design Survey (will be conducted in conjunction with right-of-way survey).

ARTICLE 4. COMPENSATION

1. CLIENT agrees to compensate ENGINEER for all services outlined in Article 2.1 – Funding Procurement/Acquisition at the rates and fees shown in the attached Exhibit A. The total amount budgeted for this service is anticipated to be Seven Thousand Five Hundred Dollars ($7,500).

2. CLIENT agrees to compensate ENGINEER for all services outlined in Article 2.2 - Engineering Design as follows:

   a) The lump sum amount of Seventy-Six Thousand Dollars, ($76,000) and,
   b) For Valley View Dr. access repair portion the lump sum amount of Five Thousand Seven Hundred Dollars, ($5,700)

3. CLIENT agrees to compensate ENGINEER for services outlined in Article 3 - Bidding and Negotiating at the rates and fees shown in the attached Exhibit A. The total combined amount for this service is anticipated to be Seven Thousand Dollars ($7,000).

4. CLIENT agrees to compensate ENGINEER for services outlined in Article 4 - Construction Administration at the rates and fees shown in the attached Exhibit A.
    a) The total amount budgeted for this service is Seventy-Three Thousand Dollars ($73,000).

5. CLIENT agrees to compensate ENGINEER for services outlined in Article 3(c) – "Geotechnical Report" at the rates and fees shown in the attached Exhibit A. The total amount budgeted for this service is anticipated to be Seven Thousand Dollars ($7,000).

6. CLIENT agrees to compensate ENGINEER for services outlined in Article 3(e) – "Design Survey" at the rates and fees shown in the attached Exhibit A. The total amount budgeted for this service is anticipated to be Ten Thousand Dollars ($10,000).

Any additional services requested by CLIENT, shall be performed at the hourly rates and fees shown in the attached Exhibit A.

ARTICLE 5. INVOICING

Instructions and invoices submitted pursuant to this Work Release will be sent to:

LAVERKIN CITY
435 N. MAIN
LAVERKIN, UT 84745

Invoices shall be submitted monthly based on the prior month's effort and are due and payable within (30) thirty days.

SUNRISE ENGINEERING
FEE SCHEDULE
EXHIBIT A

WORK CODE	WORK CLASSIFICATION	HOURLY RATE	WORK CODE	WORK CLASSIFICATION	HOURLY RATE
101	Engineer Intern (E.I.T.) I	$99	451	Training Specialist I	$130
102	Engineer Intern (E.I.T.) II	$108	456	Training Manager	$156
103	Engineer III	$139	460	Training Director	$180
104	Engineer IV	$162	500	Funding Specialist	$129
105	Engineer V	$183	510	Plan Reviewer	$115
110	Principal Engineer	$199	511	Building Inspector I	$68
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123	Electrical Engineer III	$145	525	Building Official	$132
124	Electrical Engineer IV	$167	601	GIS Tech	$71
125	Electrical Engineer V	$190	602	GIS Tech II	$82
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314	Electrical Tech IV	$130	705	Planner V	$140
315	Electrical Tech V	$143	712	Project Manager II	$173
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352	Construction Observer II	$83	921	Survey Tech	$80
353	Construction Observer III	$99	930	Survey CAD Tech	$115
354	Construction Observer IV	$113	935	One Man Survey Crew	$150
401	CAD Drafter I	$69	940	Survey Manager	$160
402	CAD Drafter II	$79	945	Registered Surveyor	$170
403	CAD Drafter/Designer III	$99	950	Principal Surveyor	$185
404	CAD Drafter/Designer IV	$110			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	$0.59 per mile	N/A
Field Vehicle (on site)	$50 per day	N/A
Per Diem Meals	$57 per day	N/A
Troxler Nuclear Density Gauge	$40 per day	N/A
High Density Scanner	$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions. Base 01-2020

Independent Contractor Agreement
Zion Regional Collaborative Coordinator

This INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") has an effective date of November 1, 2020 (the "Effective Date") and is entered by and between _____, an individual (the "Coordinator"), and the following entities that will be collectively referred to in this Agreement as the "Clients": **City of Hurricane**, a Utah municipal corporation ("Hurricane"); **City of La Verkin**, a Utah municipal corporation ("La Verkin"); **Town of Rockville**, a Utah municipal corporation ("Rockville"); **Town of Springdale**, a Utah municipal corporation ("Springdale"); **Washington County**, a political subdivision of the State of Utah ("Washington County"); and Zion Natural History Association, a Utah non-profit corporation doing business as **Zion Forever Project** ("Zion Forever Project"). The Coordinator and the Clients are referred to in this Agreement as the "Parties."

RECITALS

A. The Zion Regional Collaborative ("ZRC") is an informal association of municipalities, public land management agencies, state agencies, and other interested parties that provides regional planning and coordination in the Zion Canyon area;

B. The Clients actively participate in the ZRC, and they recognize ZRC's value in promoting effective communication, addressing regional challenges, and developing regionally beneficial projects; and

C. The Clients have determined that the ZRC would be best served by engaging a ZRC coordinator who could serve as an independent contractor; and

D. The ZRC's coordinating council approved this course of action during a June 2020 ZRC workshop; and

E. The Parties to this Agreement believe an independent contractor position would maintain the independence and sustainability of the ZRC; and

F. The Clients would like to engage the Coordinator to provide project management, workshop coordination, facilitation of regional communication, and other associated services under the terms and conditions of this Agreement; and

G. The Coordinator has the expertise, experience, and training to provide the services required under this Agreement; and

H. The Coordinator is willing to provide project management, workshop coordination, facilitation of regional communication, and other associated services under the terms and conditions of this Agreement.

AGREEMENT TERMS

The Coordinator and the Clients agree to the following terms:

1. Independent Coordinator. Subject to the terms and conditions of this Agreement, the Clients hereby engage Coordinator as an independent Coordinator to perform the services identified in Section 2, and Coordinator hereby accepts this engagement. The "Term" of this Agreement begins on November 1, 2020 and ends on October 31, 2021, unless this Agreement is terminated earlier in accordance with its terms.

2. Coordinator's Services. During the Term of this Agreement, Coordinator shall provide the following services (hereafter the "Services"):

a. Promote efforts that enhance or protect the Zion region's assets, which include, but are not limited to community character and quality of life, economic vitality, quality of visitor experience, environmental well-being, natural assets, and scenic qualities, recreational opportunities, and historical, cultural, or archeological assets;

b. Coordinate communication among agencies and organizations regarding all projects and efforts of the ZRC and cooperate with state, federal, local governments, as well as private landowners and organizations to implement the purposes and goals of the ZRC coordinating council as broadly established in the ZRC's Purpose and Protocols document, determined yearly as part of the Coordinator Work Plan, and/or defined by a consensus of the ZRC coordinating council during workshops;

c. Manage projects as directed by the ZRC, including but not limited to design and construction of the proposed regional, multi-use trail and development of the regional mobile application;

d. Strategic planning for the ZRC;

e. All of the scope of services outlined in **Exhibit A** to this Agreement;

f. Report monthly to the ZRC guiding subcommittee concerning progress on projects and Workshops and follow up with individuals who were not able to attend the Progress Check within one week; and

g. Additional projects at the request of the ZRC coordinating council.

3. Compensation. Coordinator's monthly compensation for Services rendered during the Term of this Agreement shall be $3,541.67. Compensation will be paid in accordance with this Section 3. Coordinator must submit a monthly invoice to Springdale for past Services rendered under this Agreement. Invoices will be submitted by the 15th of each month. Within 10 days of receipt of a timely monthly invoice for services rendered during the Term, Springdale will issue

payment of $3,541.67 to Coordinator. If this Agreement is terminated early, Springdale will issue only a partial payment on a pro rata basis based on the number of days in the month the Agreement is terminated.

4. Travel and Reimbursement. The Coordinator will cover all costs of the Coordinator's transportation. The Clients will not compensate the Coordinator with any mileage reimbursement. Coordinator is not expected to contribute to supply costs of ZRC workshops or meetings. If Coordinator wishes to incur an expense related to the services, Coordinator must obtain prior approval of the expenditure from the ZRC. To obtain a reimbursement, the Coordinator shall submit documentation for the approval of the expenditure and a receipt, and Springdale will issue a reimbursement check to the Coordinator. The Clients agree to share equally in the cost of reimbursements paid under this Section 4.

5. Termination. This Agreement may be terminated upon any of the following grounds:

a. Three or more of the Clients vote to terminate the Agreement;

b. Death of Coordinator;

c. Coordinator is unable to perform the Services because of a physical or mental disability;

d. Coordinator fails to cure any breach of this Agreement within 10 days of receipt of written notice by one of the Clients to cure such breach; and

e. An event or circumstance that is outside the control of the Parties prevents the Coordinator from performing the obligations of this Agreement

6. Coordinator's Status; Nonexclusive Contract. The Coordinator is an independent contractor. The Coordinator is not an agent of the Clients or any of the organizations who participate in the ZRC. The Coordinator shall not enter into any contract that has the effect of creating any obligation for any of the Parties. The Coordinator may undertake other employment during the Term of this Agreement only if that employment does not interfere with the Coordinator's Services provided under this Agreement. The Coordinator shall act in good faith in accepting employment that could overlap with the responsibilities and geographic area of this contract.

7. Contributions for Coordinator's Compensation. The Clients agree to share in the cost of the Coordinator's compensation in accordance with the following schedule:

Participating Entity	Quarterly Contribution	Total Contribution
Hurricane	$2,500	$10,000
La Verkin	$1,250	$5,000
Rockville	$375	$1,500
Springdale	$2,500	$10,000
Washington County	$2,375	$9,500
Zion Forever Project	$1,625	$6,500

These parties shall submit the quarterly contribution specified above to the Town of Springdale on or before December 1, 2020, March 1, 2021, June 1, 2021, and September 1, 2021. Alternatively, these parties may remit the total contribution to Springdale in one payment that must be received on or before December 1, 2020.

8. Nature of Independent Contractor Relationship. The Parties expressly acknowledge and agree to the following:

a. The Clients and ZRC are entitled to all of the benefits arising from or incident to the Services performed by Coordinator under this Agreement;

b. The Clients will not control the manner, means, or methods of the Services provided under this Agreement; and

c. Coordinator will use Coordinator's best efforts to provide the Services to the satisfaction of the Clients and the ZRC.

9. Contractor's Payment of Taxes, Insurance, and other Expenses. Because the Coordinator is engaged on an independent contractor basis, and not as an employee, the Clients will not offer Coordinator any benefits, including medical insurance, unemployment insurance, worker's compensation insurance, dental insurance, or any other benefit offered. Additionally, the Clients will not pay any federal, state, or local taxes in connection with any amounts paid to Coordinator for the performance of the Services under this Agreement. Coordinator shall be responsible for the payment of all taxes payable with respect to all amounts paid to Coordinator under this Agreement. Coordinator shall assume all responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws.

10. Modifications. A modification of, or amendment to, any provision contained in this Agreement will be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

11. Assignment and Subcontracting. Coordinator shall not assign or subcontract any duties or responsibilities under this Agreement. Any attempted assignment of this Agreement is void.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and none other.

13. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in the form of a writing. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action.

14. Attorney's Fees and Costs. In the event that any legal action is filed to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of costs and attorneys' fees from the non-prevailing party.

15. Segregation. In the event one or more of the provisions of this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Further Assurances. Each Party hereto agrees upon request to execute in a timely manner any further documents or instruments reasonably necessary or desirable to carry out the purposes or intent of this Agreement.

17. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with regard to the specific subject matter hereof, and no Party shall be liable or bound by any representation, warranty, covenant or agreement except as specifically set forth herein. Any previous agreement (whether written, oral or implied) among the Parties relative to the specific subject matter hereof is superseded by this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, by original or facsimile signature, each of which will be considered an original.

Town of Springdale	**Town of Rockville**
_____	_____
Mayor Stanley Smith	Mayor Pam Leach
_____	_____
Attest	Attest

City of Hurricane

_____
Mayor John Bramall

_____
Attest

Washington County

_____
Victor Iverson, Chair
Washington County Commission

_____
Attest

City of La Verkin

_____
Mayor Richard M. Hirschi

_____
Attest

Zion Natural History Association, a Utah non-profit corporation

_____
By:
Its:

ZRC Independent Contractor

_____
By:
Its:

EXHIBIT A
SCOPE OF WORK

Priority Projects

1. *Evaluate 501(c)(3) non-profit designation as a potential structure for the ZRC.*
    a. Consult with stakeholders about the value of 501(c)(3) designation; facilitate discussions during ZRC Workshops.
    b. Complete steps to establish designation, if this course of action is approved by ZRC stakeholders.
2. *Facilitate communication between regional stakeholders and the Greater Zion Mobile Application development team.*
    a. Collect feedback from stakeholders regarding desired app content.
    b. Attend App Meetings in order to communicate stakeholder feedback to developers and provide app updates to stakeholders.
    c. Facilitate data-sharing between app developers and stakeholders.
    d. Assist the Regional App in securing development and maintenance funding.
3. *Collaborate with regional stakeholders in developing a regional recreational plan.*
    a. Determine the ideal format for regional recreational planning.
    b. Identify goals of regional recreational planning.
    c. Evaluate financial or material needs with regards to regional recreational planning. If financial or material needs have not been met, work to secure funds and/or supplies.
    d. Communicate progress regularly to regional stakeholders and ZRC members; facilitate coordination between entities.
4. *Help implement the 2020 Regional Multi-Use Trail Feasibility Study.*
    a. Analyze the Trail Feasibility Study and determine next-steps.
    b. Identify funding resources.
    c. Apply to 4+ grants.
5. *Investigate opportunities to expand the positive impacts of the Zion Scenic Byway.*
    a. Review the Zion Scenic Byway Interpretive Plan and identify potential projects.
    b. Apply for grants to fund projects along the Byway.
    c. Coordinate with local agencies and organizations to promote the Byway.

Ongoing Tasks and Concerns

1. Engage all stakeholders whose actions could have potentially significant impacts on the region, or who may themselves be significantly impacted by what occurs in the region.
2. Design ZRC Workshops efficiently, plan them appropriately, and host them consistently.
3. Conduct effective public outreach.
4. Facilitate communication amongst stakeholders.
5. Support stakeholders' efforts concerning area beautification, community improvement, and visitor education.
6. Support the implementation of a St. George to Zion Public Transit System. Facilitate coordination and communication.

7. Engage with transit planning on the East Side of Zion National Park. Facilitate coordination and communication.
8. Support stakeholders' efforts to diversify the area's economy (industry type, visitor type, geographic spread, etc.) and increase its economic vitality.
9. Support stakeholders' efforts to sustainably manage and conserve the area's natural, cultural, and recreational resources and values.

LaVerkin City Water & Road Improvements Project
October 21, 2020

History

- 2014-2016 – Discussions on Water System Revenues
- August 2016 – $0.75 Base Rate Increase
- August 2017 – Culinary Water Master Plan
- September 2018 – Cash Flow & User Rate Analysis
- October 2018 – 53.3% Base Rate Increase
- 2018-2020 – Revenue Confirmation Period
- 2020 – Project Prioritization & Preparation

Potential Projects

	Road Projects		Water/Irrigation Projects
1	100 S. (SR-9 to Main)	1	500 W. (North & South)
2	100 S. (Main to Valley)	2	350 N.
3	300 N. (SR-9 to Main)	3	SR-17 12-Inch
4	470 W. (South)	4	SR-17 & 500 N.
5		5	SR-9 Crossing
6		6	Webb St.
7		7	Lower Tank Site
8		8	Bringhurst Rd.
9		9	Wilson Rd.
10		10	470 W. (North)
11		11	200 N.
12		12	Valve Upgrades
13		13	Hydrant Replacements
14		14	Meter Replacements
Project Cost Estimated at $7,571,000			

Prioritized Projects

	Road Projects		Water/Irrigation Projects
1	100 S. (SR-9 to Main)	1	500 W. (North & South)
2	470 W. (South)	2	470 W. (North)
3		3	200 N.
Project Cost Estimated at $2,218,000*			
*Eliminated projects have been completed, are being completed, are less urgent, or may be accomplished in subsequent phases.			

Project Map

See attached map

Project Schedule

See attached schedule

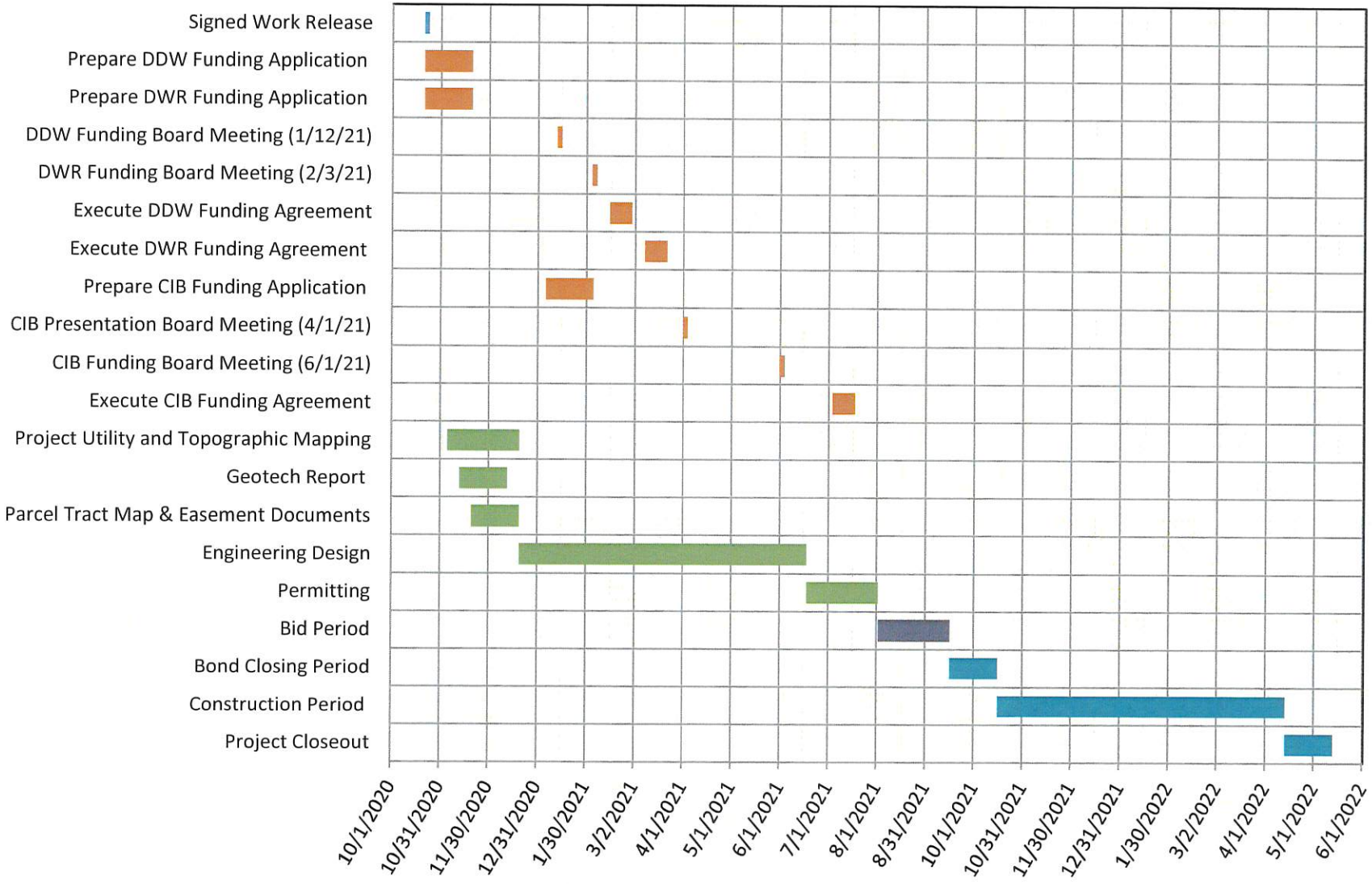
- Funding – Immediately
- Geotech/Survey – Immediately
- Design – Winter/Spring/Summer 2021
- Bid – Late Summer 2021
- Construction – Fall 2021 through Spring 2022

Miscellaneous

- Potential funding sources include CIB, DWR, DDW
- Well within affordability targets
- Agenda item for Sunrise work release (task order) which sets the project in motion

P:\Laverkin City\00000 Laverkin Water & Roads 2019\Admin\Contract\Scope Exhibit-10-5-2020.dwg Oct 09, 2020 10:43am Bworrell

Preliminary Schedule for:
LAVERKIN CITY WATER AND ROAD IMPROVEMENTS PROJECT



Print Date: 10/21/2020

ZIONS PUBLIC FINANCE, INC.

October 15, 2020

Kyle Gubler, City Manager
LaVerkin City
435 N. Main
LaVerkin, Utah 84745

Re: $71,668.00, Equipment Lease Purchase Dated October 28, 2020

Dear Kyle:

Enclosed please find attached an electronic copy of the above referenced lease. Please print TWO copies (single sided) for signature. As discussed, we have prepared the documents assuming that the City will approve the specifics of the lease at its next regularly scheduled meeting on Wednesday, October 21, 2020.

If all of the enclosures are acceptable, please place this item on the agenda and have the appropriate individuals sign TWO copies of the lease and 8038-GC. Please return *both* completed copies to us as soon as possible in order for us to fund and close the lease on Wednesday, October 28, 2020.

In addition to the signed copies of the lease and pursuant to Section 1.1 of the documents, I have also enclosed a lease requirement checklist with a listing of items that must be received prior to funding.

In order for us to perfect our security interest in the equipment it is necessary for ZB, N.A. to be shown as first lien holder on the title to any vehicles being acquired. Please arrange for the titles to be sent to our office as soon as possible.

Please let me know if you have any questions on the documents or need further assistance. As always, it is a pleasure working with you.

Sincerely,

Mark Anderson

Mark Anderson
Vice President

MA/cv

One South Main Street, 18th Floor | Salt Lake City, UT 84133-1109 | Telephone: 801.844.7373 | FAX: 801.844.4484

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity:	La Verkin City
Address:	435 N. Main
City, State Zip:	La Verkin, UT 84745
Attention:	Kyle Gubler
Public Finance Office:	City Manager
County:	Washington
Amount:	71,668.00
Rate:	2.25
Maturity Date:	October 28, 2024
First Pmt Date:	October 28, 2020
Payment Dates:	October 28
Auto Extend:	4
Governing Body:	City Council
Resolution Date:	October, 2020
Dated Date:	October, 2020
Day:	28th
State:	Utah

$ 71,668.00
La Verkin City
Lease Purchase Agreement

1. Lease/Purchases Agreement of the La Verkin City
2. Exhibit A. Calculation of Interest Component
3. Exhibit B. Description of Leased Property
4. Exhibit C. Resolution of Governing Body
5. Exhibit D. Opinion of Lessee's Counsel
6. Exhibit E. Security Documents
7. Exhibit F. Delivery and Acceptance Certificate
8. Form 8038-G
9. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of October 28, 2020

by and between

ZIONS BANCORPORATION, N.A.,
as Lessor

and

LA VERKIN CITY,
as Lessee

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Delivery and Acceptance Certificate ..... Exhibit F

LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of October 28, 2020, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank" or "Lessor"), and La Verkin City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

"Governing Body" means the governing body of the Lessee.

"Lease Payments" means the rental payments described in Exhibit A hereto.

"Lease Payment Date" shall have the meaning set forth in Section 3.4(a) hereof.

"Leased Property" shall have the meaning set forth in the Whereas clauses hereof.

"Lessee" shall have the meaning set forth in the Preamble hereof.

"Net Proceeds" means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

"Obligation Instrument" shall have the meaning set forth in Section 2.1(c) hereof.

"Original Term" shall have the meaning set forth in Section 3.2 hereof.

"Permitted Encumbrances" means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

"Rebate Exemption" shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

"Regulations" shall have the meaning set forth in Section 2.1(l)(i) hereof.

"Renewal Term" shall have the meaning set forth in Section 3.2 hereof.

"Scheduled Term" shall have the meaning set forth in Section 3.2 hereof.

"State" shall have the meaning set forth in the Preamble hereof.

"Term" or "Term of this Lease" means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would

have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the

yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate

arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed $5,000,000 in face amount, or $15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than $5,000,000 under Section 148(f)(4)(D) of the Code ($15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest

components of the Lease Payments hereunder as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all "aggregated issuers," will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of $10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 4 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on October 28, 2024, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease

will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

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

(a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;

(c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than $1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will,

to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In

exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

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

If to the Lessee:

La Verkin City
435 N. Main
La Verkin, UT 84745
Attention: Kyle Gubler, City Manager

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZIONS BANCORPORATION, N.A., as Lessor

By:_____
Authorized Officer

LA VERKIN CITY, as Lessee

By:_____

_____
Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of two and twenty-five hundredths percent (2.25%) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I
10/28/2020	8,484.20	-	-	8,484.20
10/28/2021	7,062.56	2.250%	1,421.64	8,484.20
10/28/2022	7,221.47	2.250%	1,262.73	8,484.20
10/28/2023	24,177.88	2.250%	1,100.24	25,278.12
10/28/2024	24,721.89	2.250%	556.24	25,278.13
Total	**$71,668.00**	-	**$4,340.85**	**$76,008.85**

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

2020 Dodge Ram 1500
VIN #1C6SRFJT1LN374514

2020 Dodge Ram 1500
VIN #1C6SRFJT6LN374511

EXHIBIT C

RESOLUTION OF GOVERNING BODY

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

Whereas, The City Council (the "Governing Body") of La Verkin City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of La Verkin City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this 21st day of October, 2020.

By _____

Print Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

I, _____ hereby certify that I am the duly qualified and acting _____ of La Verkin City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on October 21, 2020, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on October 21, 2020.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this 21st day of October, 2020.

By _____

Print Name_____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for La Verkin City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 28th day of October, 2020, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").

2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.

5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.

6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.

7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

_____
Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZIONS BANCORPORATION, N.A. (the "Bank"), dated October 28, 2020, (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. The Vehicle Identification number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

LA VERKIN CITY

By: _____
(Authorized Signature)

Date: _____

ZIONS PUBLIC FINANCE, INC.

LEASE INFORMATION CHECKLIST

PLEASE SEND THE FOLLOWING DOCUMENTS TO ZIONS BANK:

- Audited Financial Statements for the following years: We have these.
- Correct signatures on all pages (Officer Signature, Officer Attest, Entity Seal, etc.)*
- Send **both** of the signed documents back to:
  Zions Public Finance Inc.
  One South Main Street, 18th Floor
  Salt Lake City, Utah, 84133-1109
  The second copy will be returned for your records.
- Description of the financed property (Exhibit A) if not included in the lease document.
- Resolution Authorizing Lease. *
- Legal Opinion from local counsel as to Validity. *
- IRS Form 8038-G. (Please just sign, do not date)
- Legal Notice of meeting.
- An agenda from the meeting.
- Evidence of Property Damage Insurance with Zions Bancorporation, N.A. listed as loss payee. *(Please inform us if your insurance is not continuous.)*
- Signed Form W-9 (Rev. October 2018)

AS EQUIPMENT IS PURCHASED:

- Copy of Invoices for all equipment purchased.
- Signed Delivery and Acceptance Certificates (Exhibit F)*.
- Titles of vehicles (if applicable)—complete with Zions Bancorporation, N.A. as lien holder.
-

* Forms provided by Zions Public Finance Inc.

ZIONS PUBLIC FINANCE, INC.

LEASE INFORMATION CHECKLIST

PLEASE SEND THE FOLLOWING DOCUMENTS TO ZIONS BANK:

- Audited Financial Statements for the following years: We have these.
- Correct signatures on all pages (Officer Signature, Officer Attest, Entity Seal, etc.)*
- Send **both** of the signed documents back to:
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  One South Main Street, 18th Floor
  Salt Lake City, Utah, 84133-1109
  The second copy will be returned for your records.
- Description of the financed property (Exhibit A) if not included in the lease document.
- Resolution Authorizing Lease. *
- Legal Opinion from local counsel as to Validity. *
- IRS Form 8038-G. (Please just sign, do not date)
- Legal Notice of meeting.
- An agenda from the meeting.
- Evidence of Property Damage Insurance with Zions Bancorporation, N.A. listed as loss payee. *(Please inform us if your insurance is not continuous.)*
- Signed Form W-9 (Rev. October 2018)

AS EQUIPMENT IS PURCHASED:

- Copy of Invoices for all equipment purchased.
- Signed Delivery and Acceptance Certificates (Exhibit F)*.
- Titles of vehicles (if applicable)—complete with Zions Bancorporation, N.A. as lien holder.
-

* Forms provided by Zions Public Finance Inc.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ **Under Internal Revenue Code section 149(e)**

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name
La Verkin City

2 Issuer's employer identification number (EIN)
87-0295-0

3 Number and street (or P.O. box if mail is not delivered to street address)
435 N. Main

Room/suite

4 City, town, or post office, state, and ZIP code
La Verkin, UT 84745

5 Report number *(For IRS Use Only)*

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
Kyle Gubler, City Manager

7 Telephone number of officer or legal representative
435-635-2581

Part II Description of Obligations

Check one: a single issue ☑ **or** a consolidated return ☐.

8a	Issue price of obligation(s) (see instructions)	8a	71,668	00
b	Issue date (single issue) **or** calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ **10/28/2020**			
9	Amount of the reported obligation(s) on line 8a that is:			
a	For leases for vehicles	9a	71,668	00
b	For leases for office equipment	9b		
c	For leases for real property	9c		
d	For leases for other (see instructions)	9d		
e	For bank loans for vehicles	9e		
f	For bank loans for office equipment	9f		
g	For bank loans for real property	9g		
h	For bank loans for other (see instructions)	9h		
i	Used to refund prior issue(s)	9i		
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k	Other	9k		
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☑			
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐			
12	Vendor's or bank's name: **Zions Bancorporation, N.A.**			
13	Vendor's or bank's employer identification number: **87-0189025**			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▶ Signature of issuer's authorized representative — Date

▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Juli Ann Riley				**P02146769**

Firm's name ▶ **Zions Bancorporation, N.A.** — Firm's EIN ▶ **87-0189025**

Firm's address ▶ **One South Main St., #1100, Salt Lake City, UT 84133** — Phone no. **801-844-7198**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at *www.irs.gov/form8038*. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of $100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "*Amended Return*" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* **box**. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	4 hr., 46 min.
Preparing the form	2 hr., 22 min.
Copying, assembling, and sending the form to the IRS .	2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

100720 ccp
PDF - 10 MB

329638 D#374592 S#:1D00936#:

DATE OF SALE:

CITY OF LA VERKIN PURCHASER'S NAME

N GARFF WEST VALLEY CJDR FIAT
75 WEST 3500 SOUTH
VALLEY CITY UT 84120

435 N MAIN ST STREET ADDRESS

LA VERKIN COUNTY UT 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			

V.I.N. C6SRFJT6LN374511 ODOMETER 1D00936 STOCK NO. LARAMIE CRE DEL. DATE 10/01/2020 WHT KNUCKLE ROBERT W BEALL

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE	
2. ACCESSORIES/OPTIONS	35734.00
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 VERIFIED BY: GOOD 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 amt. 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	ase, no tax credit
21. NET TAXABLE AMOUNT (line 19 minus line 20)	N/A $	
22. UTAH SALES/USE TAX ON TAXABLE AMOUNT*	[illegible]	
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 01 MONTH OCT YEAR 2020	35734.00	

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_____

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 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 $ N/A PER MONTH AND $ _____ PER MONTH BASED ON A DOWN PAYMENT OF $ N/A 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 INTERNAL 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 ☐ XX

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

VEHICLE TO BE TITLED IN NAME OF CITY OF LA VERKIN

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, strikes, fires, 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 VECHICLE 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 proceeding. 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 overides 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 STATUTE(S), OR STATUTE(S) 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 "controlorily" 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.

MOTOR VEHICLE CONTRACT OF SALE

1329638 D#375706 S#:1000909#:

DATE OF SALE: 10/01/2020

CITY OF LA VERKIN — PURCHASER'S NAME

435 N MAIN ST — STREET ADDRESS

LA VERKIN — CITY — COUNTY — UT — STATE — 84745 — ZIP CODE

(435)467-7016 — RES. PHONE — BUS. PHONE

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

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 PRLCOAT

V.I.N. 1C6SRFJT1LN374514 — ODOMETER 1000909 — STOCK NO. — DEL. DATE 10/01/2020 — SALESPERSON ROBERT W BEALL

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE		
2. ACCESSORIES/OPTIONS		35934.00
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	N/A	( )
9. SUBTOTAL	(lines 6 minus 8)	N/A
		35934.00

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 VERIFIED BY: — GOOD 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 amt. line 8)	N/A	
14. TOTAL CREDITS	(total lines 12 & 13)	N/A	
15. SUBTOTAL FROM LINE 9		N/A	
16. SERVICE CONTRACT		35934.00	
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)	35934.00	If none, no tax credit
21. NET TAXABLE AMOUNT	(line 19 minus line 20) $	N/A	
22. UTAH SALES/USE TAX ON TAXABLE AMOUNT*		[illegible]	
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	(lines 13, 20)	35934.00	( )
31. **BALANCE DUE**	(total line 29 minus 30)	N/A	

DAY 01 MONTH OCT YEAR 2020 — 35934.00

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 _____

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 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 $ 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 INTERNAL 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 ☐ XX

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 _____

VEHICLE TO BE TITLED IN NAME OF CITY OF LA VERKIN

SIGNATURE OF SELLER _____ DATE 10/01/20

APPROVED UADA FORM 1088-3 REV. 2015 — TO REOR DER CALL 484-8845 OR 1-800-594-8020

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.

AGREEMENT:

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)

Ken Garff™ Automotive Group

FLEET SERVICES

LETTER OF INTENT TO ASSIST WITH 2 YEAR LEASE TERMINATION

05/08/2015

It is the intent of Ken Garff Automotive Group to assist with the 3 year early termination of the municipal lease for the following list of vehicles. Ken Garff Automotive group intends to pay off the remaining balance after 3 years of the 5 year municipal lease and take ownership of the following vehicles, including all installed police equipment (unless otherwise noted), at that time. At the 3 year termination point, it will be the choice of La Verkin City Corporation to submit to the early lease termination, or to continue on with the remaining lease payments and maintain possession of the vehicles.

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.

VEHICLE: VIN	BUYBACK AMOUNT $
RAM 1500: 1C6SRFJT6LN374511	$25,000.00
RAM 1500: 1C6SRFJT1LN374514	$25,000.00

La Verkin City, by	Ken Garff Automotive Group, by

Res. No. _____

RESOLUTION OF GOVERNING BODY

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

Whereas, The City Council (the "Governing Body") of La Verkin City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of La Verkin City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this 21st day of October, 2020.

By _____

Print Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

I, _____ hereby certify that I am the duly qualified and acting _____ of La Verkin City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on October 21, 2020, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on October 21, 2020.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this 21st day of October, 2020.

By _____

Print Name _____

Title _____