
PANGUITCH CITY COUNCIL AGENDA

PANGUITCH CITY OFFICE
CONFERENCE ROOM
25 S 200 E
PANGUITCH, UTAH 84759
NOVEMBER 10, 2020 6:30 PM

- ADOPTION OF THE AGENDA
- APPROVAL OF MINUTES
- BUDGET UPDATE
- DONATION – SUB FOR SANTA
- DONATION – CHRISTMAS IN THE COUNTRY
- DONATION – GMHF MEMORIAL FOUNDATION FESTIVAL OF TREES
- WATER TANK LID – SUNRISE ENGINEERING PROPOSAL
- MEMORANDUM OF UNDERSTANDING – JOHNSON SUBDIVISION
- PENDING BUSINESS
- DEPARTMENT REPORTS/CALENDAR
- EXECUTIVE SESSION
- ADJOURNMENT

Due to the Covid-19 virus participation in this meeting will take place electronically.

To Join the Panguitch City Council Zoom Meeting

https://usu-edu.zoom.us/meeting/register/tJYvcuGvrzkqHd3G2xOcp4T_kNAXtPG1pBU-

After registering, you will receive a confirmation email containing information about joining the meeting.

This link will also be available at panguitch.com and on Panguitch City's Facebook page. This link can be received by email if requested.

REASONABLE ACCOMMODATION: The City of Panguitch will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs.

Please contact Lori Talbot at Panguitch City office at least 24 hours in advance if you have special needs.

Anyone who wishes to offer a prayer or thought in the opening ceremony at City Council is welcome to do so by calling City Manager Lori Talbot at 435-676-8585 to schedule an appointment. Participation may be telephonic or electronic .

PANGUITCH CITY COUNCIL MINUTES

**OCTOBER 13, 2020
CITY COUNCIL – 6:30 P.M.
PANGUITCH CITY OFFICE/LIBRARY
CONFERENCE ROOM
25 SOUTH 200 EAST
PANGUITCH, UTAH 84759**

Those present at the City Council meeting were Mayor Kim Soper, City Recorder Tyrissa Howell and Council Member Paul Dastup. Those in attendance via Zoom were City Manager Lori Talbot, City Treasurer Carla Farnsworth, City Attorney Barry Huntington City Council Members Trudi Owens, Alan Johnson, Mike Sarles and Mark Boshell.

Others present were Janie Connor, Miayah Grant and Daniel Hawley.

The meeting was called to order at 6:30 pm.

OPENING CEREMONY

Mayor Kim Soper conducted the opening ceremony.

ADOPTION OF THE AGENDA

Paul Dastup moved, seconded by Trudi Owens to adopt the agenda. The motion passed with all in favor.

APPROVAL OF THE MINUTES

Mike Sarles moved, seconded by Mark Boshell to approve the minutes as corrected. The motion passed with all in favor.

BUDGET UPDATE

City Treasurer Carla Farnsworth stated that the City is 33% into the budget year. The general fund revenue is at 40% and general fund expenditures is at 25.65%. The water fund revenue is at 86% and water fund expenditures is at 28%. The sewer fund revenue is at 36% and the sewer fund expenditures is at 32%.

VINTAGE TRAILER RESORT

Jaynie Connor and Miayah Grant presented a proposal to build a vintage trailer nightly resort at 340 East Center Street. Mayor Kim Soper asked them to present their proposal to the Planning and Zoning Committee.

CHRISTMAS NATIVITY – JILL NOWERS

This item was tabled.

BUSINESS LICENSE – DASTRUP ENGINEERING AND DRAFTING

Mikes Sarles moved, seconded by Trudi Owens to approve Dastrup Engineering and Drafting. The motion passed. Paul Dastrup abstained.

BUSINESS LICENSE – HOLM COOK E MILL

Trudi Owens moves, seconded by Alan Johnson to approve Holm Cook E Mill contingent upon payment. The motion passed with all in favor.

BUSINESS LICENSE – WAYNE COMMUNITY HEALTH CENTER

Mark Boshell moved, seconded by Mike Sarles to approve Wayne Community Health Center. The motion passed with all in favor.

BUSINESS LICENSE – HEYWOOD HERITAGE LLC

Mike Sarles moved, seconded by Paul Dastrup to approve Heywood Heritage LLC. The motion passed with all in favor.

BUSINESS LICENSE – CARS 4 SALE/DAVID HENRIE

Paul Dastup moved, seconded by Trudi Owens to approve the business license for Cars 4 Sale. The motion passed with all in favor.

VACATION RENTAL – MITCH MILLER AT 135 E 300 N

Alan Johnson moved, seconded by Paul Dastrup to approve the vacation rental for Mitch miller at 135 E 300 N. The motion passed with all in favor.

CONDITIONAL USE PERMIT – STEVEN PRISBREY/ANNIE MILLER

Trudi Owens moved, seconded by Paul Dastrup to approve the conditional use permit for chickens and rabbits. The motion passed with all in favor.

CONDITIONAL USE PERMIT – TERRI SEALS BARNEY

Mike Sarles moved, seconded by Trudi Owens to approve the conditional use permit for chicken and Peacock's. The motion passed with all in favor.

CONDITIONAL USE PERMIT – AIRLEAL BECK

This item was tabled until Planning and Zoning can discuss the matter farther.

DONATION – GARFIELD MEMORIAL HEALTH CARE FOUNDATION/FESTIVAL OF TREES

This item was tabled as the Mayor would like more information on what is desired.

SOCIAL HALL MONITOR BID

Paul Dastup moved, seconded by Alan Johnson to approve Dave Dodds' bid of \$1200 a month for the social hall monitor with the job not starting again until the social hall is safe to open after Covid-19. Trudi Owens and Mark Boshell voted in favor. Mike Sarles voted against. The motion passed.

CROSSING GUARD

A bid was not received for crossing guard.

EXECUTIVE SESSION

Paul Dastup moved, seconded by Mike Sarles to enter an executive session for personal with Paul Dastup, Tyrissa Howell, Kim Soper, Mike Sarles, Trudi Owens, Mark Boshell, Alan Johnson, Lori Talbot and Barry Huntington in attendance. The motion passed with all in favor.

Paul Dastup moved, seconded by Mike Sarles to exit the executive session. The motion passed with all in favor.

ENGINEERING REQUEST FOR PROPOSAL

Paul Dastup moved, seconded by Trudi Owens to grant the request for proposal to Sunrise Engineering. The motion passed with all in favor.

DEPARTMENT REPORTS

Marilyn Bulkley Memorial Park – Beams were placed across the creek for a bridge. The SUU crew will return to work more in the park next week.

Landfill expansion – The application to expand the landfill has been completed and sent in.

Pickle Ball lights – The lights on the pickleball courts have been wired and are working.

Covid-19 – Governor Herbert placed Garfield County in to the high risk category. Currently Garfield County has 28 active Covid19 cases and has had three deaths. The Panguitch City Office and Library are closed to the public.

Springs fence – Markay Englestead will be completing the fence around the springs.

Water tank lid – \$150,000 from the Brian Head fire was received that will be used toward a new lid on one of the water tanks.

Thank you letter – A thank you letter was received from the Senior Pro National Rodeo Association for the work put into the finals.

Chamber of commerce – Steven Lee is organizing a chamber of commerce for Panguitch business owners and they held their first meeting.

ADJOURNMENT

Alan Johnson moved to adjourn at 8: 05 pm.

Kim Soper, Mayor

Tyrissa Howell, City Recorder

Panguitch City
Financial Statement
10 General Fund - 07/01/2020 to 11/05/2020
41.67% of the fiscal year has expired

	Period Actual	YTD Actual	Budget	Unearned	% Unearned/ Used
Change In Net Position					
Revenue:					
Taxes					
31100 CURRENT PROPERTY TAXES	0.00	0.00	140,000.00	140,000.00	0.00%
31200 REDEMP T PRIOR YEAR TAXES	0.00	3,311.31	10,000.00	6,688.69	33.11%
31300 SALES AND USE TAX	0.00	100,335.55	275,000.00	174,664.45	36.49%
31310 TELECOMMUNICATIONS TAX	0.00	5,595.86	14,000.00	8,404.14	39.97%
31350 RESORT TAX	0.00	139,255.19	200,000.00	60,744.81	69.63%
31400 ENERGY TAX (FORMERLY FRANCHISE	0.00	37,775.82	119,000.00	81,224.18	31.74%
31500 FEES-IN-LIEU PERS. PROPRTY TAX	0.00	5,968.75	30,000.00	24,031.25	19.90%
31600 TRANSIENT ROOM TAX	0.00	13,596.08	6,000.00	(7,596.08)	226.60%
Total Taxes	0.00	305,838.56	794,000.00	488,161.44	38.52%
Licenses and permits					
32100 BEER LICENSES	0.00	0.00	400.00	400.00	0.00%
32200 BUILDING PERMITS	0.00	5.00	0.00	(5.00)	0.00%
32300 BUSINESS LICENSES	0.00	581.75	4,500.00	3,918.25	12.93%
32400 ANIMAL CONTROL FEES	250.00	1,260.00	1,000.00	(260.00)	126.00%
Total Licenses and permits	250.00	1,846.75	5,900.00	4,053.25	31.30%
Intergovernmental revenue					
33300 STATE GRANT - LIBRARY BOOKS	0.00	0.00	5,000.00	5,000.00	0.00%
33350 State Grants- Airport	0.00	5,987.28	0.00	(5,987.28)	0.00%
33400 STATE LIQUOR FUND	0.00	0.00	6,500.00	6,500.00	0.00%
33500 CLASS C ROAD FUND	0.00	39,920.79	130,000.00	90,079.21	30.71%
33600 County Contributions -Triple C	0.00	40,433.63	85,000.00	44,566.37	47.57%
33610 CARES ACT - MONEY	(20,000.00)	144,344.00	0.00	(144,344.00)	0.00%
33650 Marketing Grant	0.00	0.00	5,000.00	5,000.00	0.00%
33750 CARES ACT - AIRPORT MONEY	20,000.00	20,000.00	0.00	(20,000.00)	0.00%
33925 MASTER PLAN	0.00	21,000.00	60,000.00	39,000.00	35.00%
Total Intergovernmental revenue	0.00	271,685.70	291,500.00	19,814.30	93.20%
Charges for services					
34300 EVENT MONEY	0.00	0.00	20,000.00	20,000.00	0.00%
34400 BASEBALL FEES	0.00	0.00	10,000.00	10,000.00	0.00%
34450 BASEBALL BANNER FEES	0.00	100.00	1,000.00	900.00	10.00%
34500 SOCIAL HALL FEES	20.00	280.00	1,500.00	1,220.00	18.67%
34600 BANNERS	0.00	3,350.00	11,000.00	7,650.00	30.45%
34800 MULTI PURPOSE FEES	193.00	29,226.05	50,000.00	20,773.95	58.45%
34900 FIRE DEPT CONTRACTS	0.00	0.00	20,000.00	20,000.00	0.00%
34950 FIRE DEPT INSURANCE CLAIM MONEY	0.00	1,904.00	0.00	(1,904.00)	0.00%
Total Charges for services	213.00	34,860.05	113,500.00	78,639.95	30.71%
Fines and forfeitures					
35100 J. P. COURT FINES	(1,062.61)	17,539.29	20,000.00	2,460.71	87.70%
35200 RENT - CHILDRENS JUSTICE CENTER	2,100.00	2,800.00	0.00	(2,800.00)	0.00%
Total Fines and forfeitures	1,037.39	20,339.29	20,000.00	(339.29)	101.70%
Interest					
36100 INTEREST INCOME	0.00	2,454.98	18,000.00	15,545.02	13.64%
Total Interest	0.00	2,454.98	18,000.00	15,545.02	13.64%
Miscellaneous revenue					
36200 RENTS AND ROYALTIES	(1,500.00)	8,702.00	35,000.00	26,298.00	24.86%
36400 SALE OF FIXED ASSETS	0.00	6,236.00	1,000.00	(5,236.00)	623.60%
36500 SALE OF MATERIALS & SUPPLIES	0.00	124.10	500.00	375.90	24.82%
36600 MISCELLANEOUS INCOME	0.00	2,638.00	30,000.00	27,362.00	8.79%
36900 TRIPLE C CONCESSIONS	0.00	0.00	100.00	100.00	0.00%
36950 BASEBALL CONCESSIONS	0.00	345.00	100.00	(245.00)	345.00%
Total Miscellaneous revenue	(1,500.00)	18,045.10	66,700.00	48,654.90	27.05%
Total Revenue:	0.39	655,070.43	1,309,600.00	654,529.57	50.02%
Expenditures:					
General government					
Legislative					
41110 SALARIES AND WAGES	0.00	3,177.72	11,000.00	7,822.28	28.89%
41130 EMPLOYEE BENEFITS	0.00	340.83	1,400.00	1,059.17	24.35%
41230 TRAVEL	0.00	0.00	2,000.00	2,000.00	0.00%
41610 MISCELLANEOUS SUPPLIES	0.00	949.91	1,000.00	50.09	94.99%

Panguitch City
Financial Statement
10 General Fund - 07/01/2020 to 11/05/2020
41.67% of the fiscal year has expired

	Period Actual	YTD Actual	Budget	Unearned	% Unearned/ Used
41620 MISCELLANEOUS SERVICES	0.00	1,732.00	3,000.00	1,268.00	57.73%
Total Legislative	0.00	6,200.46	18,400.00	12,199.54	33.70%
Judicial					
42110 SALARIES AND WAGES	0.00	2,295.00	6,700.00	4,405.00	34.25%
42130 EMPLOYEE BENEFITS	0.00	246.24	900.00	653.76	27.36%
42230 TRAVEL	0.00	0.00	1,500.00	1,500.00	0.00%
42620 MISC SER-DEF ATTORNEY-CLERK	0.00	0.00	2,400.00	2,400.00	0.00%
Total Judicial	0.00	2,541.24	11,500.00	8,958.76	22.10%
Administrative					
44110 SALARIES AND WAGES	0.00	24,132.04	66,150.00	42,017.96	36.48%
44120 CONTRACT LABOR	0.00	625.00	2,550.00	1,925.00	24.51%
44130 EMPLOYEE BENEFITS	0.00	11,820.09	38,900.00	27,079.91	30.39%
44210 MEMBERSHIP LEAGUES CITIES & TOWNS	0.00	943.73	1,000.00	56.27	94.37%
44220 PUBLIC NOTICES	0.00	215.40	2,000.00	1,784.60	10.77%
44230 TRAVEL	0.00	0.00	2,000.00	2,000.00	0.00%
44240 OFFICE EXPENSE & SUPPLIES	0.00	231.39	1,500.00	1,268.61	15.43%
44280 TELEPHONE	0.00	906.96	2,500.00	1,593.04	36.28%
44310 GARNISHMENT	0.00	902.76	0.00	(902.76)	0.00%
44480 MASTER PLAN	0.00	18,000.00	60,000.00	42,000.00	30.00%
44510 INSURANCE	0.00	5,458.00	44,000.00	38,542.00	12.40%
44600 MISCELLANEOUS EXPENSES	0.00	4,486.98	9,000.00	4,513.02	49.86%
44610 MISCELLANEOUS SUPPLIES	0.00	998.90	5,000.00	4,001.10	19.98%
44620 CARES ACT - MONEY	0.00	135,000.00	0.00	(135,000.00)	0.00%
Total Administrative	0.00	203,721.25	234,600.00	30,878.75	86.84%
Elections					
50610 ELECTION SUPPLIES	0.00	0.00	2,500.00	2,500.00	0.00%
Total Elections	0.00	0.00	2,500.00	2,500.00	0.00%
Buildings and grounds					
51130 CHILDRENS JUSTICE CENTER	0.00	1,523.61	0.00	(1,523.61)	0.00%
51250 EQUIPMENT - SUPPLIES & MAINT	0.00	232.58	1,500.00	1,267.42	15.51%
51270 UTILITIES	0.00	2,086.33	14,500.00	12,413.67	14.39%
51480 FIRE STATION MAINTENANCE	0.00	0.00	1,000.00	1,000.00	0.00%
51510 SOCIAL HALL MAINTENANCE	0.00	138.88	1,500.00	1,361.12	9.26%
51610 PARK MAINTENANCE	0.00	0.00	5,000.00	5,000.00	0.00%
51720 CITY OFFICE MAINTENANCE	0.00	6,000.00	7,000.00	1,000.00	85.71%
Total Buildings and grounds	0.00	9,981.40	30,500.00	20,518.60	32.73%
Total General government	0.00	222,444.35	297,500.00	75,055.65	74.77%
Public safety					
Police					
53620 MISCELLANEOUS SERVICES	0.00	0.00	105,500.00	105,500.00	0.00%
Total Police	0.00	0.00	105,500.00	105,500.00	0.00%
Liquor law enforcements					
54110 MISCELLANEOUS SERVICES	0.00	0.00	6,500.00	6,500.00	0.00%
Total Liquor law enforcements	0.00	0.00	6,500.00	6,500.00	0.00%
Fire					
55110 SALARIES AND WAGES	0.00	1,471.14	4,650.00	3,178.86	31.64%
55130 EMPLOYEE BENEFITS	0.00	160.74	550.00	389.26	29.23%
55150 CONTRACT LABOR	0.00	625.00	2,550.00	1,925.00	24.51%
55200 FIRE FIGHTER INCENTIVE	0.00	0.00	9,000.00	9,000.00	0.00%
55230 TRAINING	0.00	0.00	2,000.00	2,000.00	0.00%
55250 EQUIPMENT - SUPPLIES & MAINT	0.00	667.33	11,000.00	10,332.67	6.07%
55260 FUEL	0.00	371.39	1,500.00	1,128.61	24.76%
55270 UTILITIES	0.00	716.08	2,500.00	1,783.92	28.64%
55280 TELEPHONE	0.00	0.00	500.00	500.00	0.00%
55480 FIREMAN DUES	0.00	0.00	350.00	350.00	0.00%
55510 INSURANCE	0.00	0.00	6,000.00	6,000.00	0.00%
55620 MISC SERVICES	0.00	72.10	1,500.00	1,427.90	4.81%
Total Fire	0.00	4,083.78	42,100.00	38,016.22	9.70%
Inspections					
56310 PROFESSIONAL & TECHNICAL SERV	0.00	0.00	5,000.00	5,000.00	0.00%
Total Inspections	0.00	0.00	5,000.00	5,000.00	0.00%

Panguitch City
Financial Statement
10 General Fund - 07/01/2020 to 11/05/2020
41.67% of the fiscal year has expired

	Period Actual	YTD Actual	Budget	Unearned	% Unearned/ Used
Animal control					
57110 SALARIES AND WAGES	0.00	3,479.72	10,000.00	6,520.28	34.80%
57130 EMPLOYEE BENEFITS	0.00	883.43	3,700.00	2,816.57	23.88%
57250 EQUIPMENT - SUPPLIES & MAINT	0.00	185.21	1,000.00	814.79	18.52%
57270 UTILITIES	0.00	185.83	800.00	614.17	23.23%
Total Animal control	0.00	4,734.19	15,500.00	10,765.81	30.54%
Total Public safety	0.00	8,817.97	174,600.00	165,782.03	5.05%
Highways and public improvements					
Streets and highways					
60110 SALARIES AND WAGES	0.00	3,479.52	15,000.00	11,520.48	23.20%
60130 EMPLOYEE BENEFITS	0.00	883.23	3,700.00	2,816.77	23.87%
60250 EQUIPMENT - SUPPLIES & MAINT	0.00	1,488.47	5,000.00	3,511.53	29.77%
60270 UTILITIES	0.00	1,659.48	15,000.00	13,340.52	11.06%
60400 STREETS - CHIP SEAL	0.00	29,559.01	20,000.00	(9,559.01)	147.80%
60410 ROAD PROJECTS SAVINGS	0.00	0.00	110,000.00	110,000.00	0.00%
60610 MISCELLANEOUS SUPPLIES	0.00	1,380.24	2,000.00	619.76	69.01%
60620 MISCELLANEOUS SERVICES	0.00	4,942.00	5,000.00	58.00	98.84%
Total Streets and highways	0.00	43,391.95	175,700.00	132,308.05	24.70%
Landfill					
62450 WASTE MANAGEMENT	0.00	1,005.71	0.00	(1,005.71)	0.00%
62460 SOURCE REDUCTION CLOSURE	0.00	1,218.34	6,000.00	4,781.66	20.31%
62620 MISC SERVICES-HUGHES WASTE HAULERS	0.00	233.98	250.00	16.02	93.59%
Total Landfill	0.00	2,458.03	6,250.00	3,791.97	39.33%
Total Highways and public improvements	0.00	45,849.98	181,950.00	136,100.02	25.20%
Parks, recreation, and public property					
Multi-purpose center					
63110 SALARIES AND WAGES	0.00	22,006.00	65,000.00	42,994.00	33.86%
63130 EMPLOYEE BENEFITS	0.00	13,244.45	45,900.00	32,655.55	28.86%
63210 BANNERS	0.00	126.00	11,000.00	10,874.00	1.15%
63220 PUBLIC NOTICES/ ADVERTISING	0.00	0.00	4,500.00	4,500.00	0.00%
63230 TRAVEL	0.00	0.00	500.00	500.00	0.00%
63250 EQUIPMENT - SUPPLIES & MAINT	0.00	1,091.90	4,000.00	2,908.10	27.30%
63270 UTILITIES	0.00	5,914.89	25,000.00	19,085.11	23.66%
63280 TELEPHONE	0.00	786.11	3,000.00	2,213.89	26.20%
63510 INSURANCE	0.00	0.00	4,000.00	4,000.00	0.00%
63610 MISCELLANEOUS SUPPLIES	0.00	3,511.52	8,000.00	4,488.48	43.89%
63620 MISC SERVICES-SHOWS	0.00	23,554.10	50,000.00	26,445.90	47.11%
63740 CAPITAL OUTLAY - EQUIPMENT	0.00	4,278.87	6,000.00	1,721.13	71.31%
63745 TRIPLE C CONCESSIONS	0.00	0.00	100.00	100.00	0.00%
63810 Debt Service - Principal	0.00	0.00	28,500.00	28,500.00	0.00%
63811 Debt Service - Interest	0.00	3,905.05	14,500.00	10,594.95	26.93%
63820 INMATE LABOR	0.00	514.00	3,000.00	2,486.00	17.13%
Total Multi-purpose center	0.00	78,932.89	273,000.00	194,067.11	28.91%
Parks and recreation					
64110 SALARIES AND WAGES	0.00	22,723.53	67,000.00	44,276.47	33.92%
64120 SALARIES AND WAGES - COVID 19 MONEY	0.00	1,964.62	0.00	(1,964.62)	0.00%
64130 EMPLOYEE BENEFITS	0.00	13,026.27	44,550.00	31,523.73	29.24%
64210 FIREWORKS	0.00	0.00	4,500.00	4,500.00	0.00%
64250 EQUIPMENT - SUPPLIES & MAINT	0.00	1,441.94	2,500.00	1,058.06	57.68%
64270 PARK UTILITIES	0.00	1,029.23	12,000.00	10,970.77	8.58%
64280 BASEBALL - UTILITIES	0.00	1,278.45	3,500.00	2,221.55	36.53%
64281 BASEBALL BANNER	0.00	0.00	500.00	500.00	0.00%
64285 SPLASHPAD/PICKLEBALL - MAINTENANCE	0.00	816.22	1,000.00	183.78	81.62%
64290 LIGHTING PROJECT	0.00	1,075.21	0.00	(1,075.21)	0.00%
64480 CAPITAL OUTLAY - PAVILION	0.00	0.00	5,000.00	5,000.00	0.00%
64600 OUTDOOR CLASSROOM	0.00	421.70	0.00	(421.70)	0.00%
64610 MISCELLANEOUS SUPPLIES/LIGHTS	0.00	2,309.87	8,000.00	5,690.13	28.87%
64620 MISC SERVICES	0.00	648.46	10,000.00	9,351.54	6.48%
64730 IMPROVEMENTS - BALLFIELDS	0.00	850.00	5,500.00	4,650.00	15.45%
64740 BASEBALL CONCESSIONS	0.00	0.00	100.00	100.00	0.00%
64920 CONTRIBUTIONS	0.00	100.00	7,000.00	6,900.00	1.43%
Total Parks and recreation	0.00	47,685.50	171,150.00	123,464.50	27.86%
Airport					

Panguitch City
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	Period Actual	YTD Actual	Budget	Unearned	% Unearned/ Used
65112 MAINTENANCE	0.00	0.00	1,000.00	1,000.00	0.00%
65130 AWOS MAINT	0.00	0.00	3,500.00	3,500.00	0.00%
65230 CARES ACT - AIRPORT	0.00	19,850.00	0.00	(19,850.00)	0.00%
65250 EQUIPMENT - SUPPLIES & MAINT	0.00	0.00	1,000.00	1,000.00	0.00%
65270 UTILITIES	0.00	658.30	3,000.00	2,341.70	21.94%
65280 TELEPHONE	0.00	475.80	1,000.00	524.20	47.58%
65510 INSURANCE	0.00	2,100.00	2,000.00	(100.00)	105.00%
Total Airport	0.00	23,084.10	11,500.00	(11,584.10)	200.73%
Library					
66110 SALARIES AND WAGES	0.00	6,996.85	24,000.00	17,003.15	29.15%
66130 EMPLOYEE BENEFITS	0.00	549.97	2,900.00	2,350.03	18.96%
66210 BOOK, SUBSCRIPTIONS/MEMBERSHIP	0.00	1,437.24	3,500.00	2,062.76	41.06%
66230 TRAVEL	0.00	0.00	500.00	500.00	0.00%
66240 OFFICE EXPENSE & SUPPLIES	0.00	4.98	1,000.00	995.02	0.50%
66270 UTILITIES	0.00	2,154.21	17,000.00	14,845.79	12.67%
66480 Garnishment	0.00	67.10	0.00	(67.10)	0.00%
66620 MISCELLANEOUS SERVICES	0.00	110.00	4,000.00	3,890.00	2.75%
66720 LIBRARY INTERNET	0.00	455.70	2,000.00	1,544.30	22.79%
66730 CLEF GRANT EXPENSES	0.00	0.00	5,000.00	5,000.00	0.00%
Total Library	0.00	11,776.05	59,900.00	48,123.95	19.66%
Total Parks, recreation, and public property	0.00	161,478.54	515,550.00	354,071.46	31.32%
Economic development					
68110 SALARIES AND WAGES	0.00	15,520.08	51,000.00	35,479.92	30.43%
68130 EMPLOYEE BENEFITS	0.00	10,353.96	36,000.00	25,646.04	28.76%
68220 MAIN STREET EVENTS	0.00	0.00	2,000.00	2,000.00	0.00%
68230 TRAVEL	0.00	0.00	500.00	500.00	0.00%
68240 OFFICE EXPENSE & SUPPLIES	0.00	0.00	1,000.00	1,000.00	0.00%
68250 EVENT MONEY	0.00	0.00	20,000.00	20,000.00	0.00%
68400 PANG BROCHURE/MISC ADVERTISING	0.00	5,772.87	9,000.00	3,227.13	64.14%
68630 MAIN STREET-BALLOON FESTIVAL	0.00	0.00	10,000.00	10,000.00	0.00%
68635 PHONE - EVENTS	0.00	242.57	1,000.00	757.43	24.26%
Total Economic development	0.00	31,889.48	130,500.00	98,610.52	24.44%
Debt service					
80810 PRINCIPAL ON BONDS - DEBT REDUCTION	0.00	0.00	6,000.00	6,000.00	0.00%
Total Debt service	0.00	0.00	6,000.00	6,000.00	0.00%
Transfers					
40950 TRANSFERS TO FIRE DEPARTMENT EQUIP	0.00	0.00	3,500.00	3,500.00	0.00%
Total Transfers	0.00	0.00	3,500.00	3,500.00	0.00%
Total Expenditures:	0.00	470,480.32	1,309,600.00	839,119.68	35.93%
Total Change In Net Position	0.39	184,590.11	0.00	(184,590.11)	0.00%

Panguitch City
Financial Statement
51 Water Fund - 07/01/2020 to 11/05/2020
41.67% of the fiscal year has expired

	Period Actual	YTD Actual	Budget	Unearned	% Unearned/ Used
Income or Expense					
Income From Operations:					
Operating income					
30100 WATER OPERATIONS	(29.20)	158,040.88	353,000.00	194,959.12	44.77%
30300 CUSTOMER CONNECTS-DEPOSIT REF.	0.00	3,600.00	5,000.00	1,400.00	72.00%
Total Operating income	<u>(29.20)</u>	<u>161,640.88</u>	<u>358,000.00</u>	<u>196,359.12</u>	<u>45.15%</u>
Operating expense					
40110 SALARIES AND WAGES	2,482.00	39,654.03	111,000.00	71,345.97	35.72%
40130 EMPLOYEE BENEFITS	239.52	14,614.98	58,000.00	43,385.02	25.20%
40210 MEMBERSHIP RURAL WATER	0.00	793.00	1,000.00	207.00	79.30%
40230 TRAVEL	0.00	103.50	5,000.00	4,896.50	2.07%
40240 OFFICE EXPENSE & SUPPLIES	0.00	673.09	5,000.00	4,326.91	13.46%
40250 EQUIPMENT - SUPPLIES & MAINT	0.00	1,990.68	10,000.00	8,009.32	19.91%
40270 UTILITIES	0.00	4,141.92	25,000.00	20,858.08	16.57%
40280 TELEPHONE	0.00	631.08	3,000.00	2,368.92	21.04%
40310 PROFESSIONAL & TECHNICAL SERV	(2,721.52)	9,174.14	17,000.00	7,825.86	53.97%
40510 INSURANCE	0.00	585.00	6,000.00	5,415.00	9.75%
40610 MISCELLANEOUS SUPPLIES	0.00	2,563.87	15,000.00	12,436.13	17.09%
40620 MISCELLANEOUS SERVICES	0.00	1,435.80	10,000.00	8,564.20	14.36%
40710 WATER STOCK ASSESSMENT	0.00	0.00	6,000.00	6,000.00	0.00%
40750 CAPITAL PURCHASE - TRUCKS	0.00	13,500.00	10,000.00	(3,500.00)	135.00%
Total Operating expense	<u>0.00</u>	<u>89,861.09</u>	<u>282,000.00</u>	<u>192,138.91</u>	<u>31.87%</u>
Total Income From Operations:	<u>(29.20)</u>	<u>71,779.79</u>	<u>76,000.00</u>	<u>4,220.21</u>	<u>94.45%</u>
Non-Operating Items:					
Non-operating income					
30700 WATER IMPACT FEES	0.00	10,000.00	5,000.00	(5,000.00)	200.00%
30750 COUNTY CONTRIBUTIONS - WATER LID	154,713.72	154,713.72	0.00	(154,713.72)	0.00%
30800 MISCELLANEOUS REVENUE - W.P.	(154,713.72)	1,784.85	5,000.00	3,215.15	35.70%
Total Non-operating income	<u>0.00</u>	<u>166,498.57</u>	<u>10,000.00</u>	<u>(156,498.57)</u>	<u>1,664.99%</u>
Non-operating expense					
40810 PRINCIPAL ON BONDS	0.00	41,000.00	76,000.00	35,000.00	53.95%
40820 INTEREST ON BONDS	0.00	5,512.36	10,000.00	4,487.64	55.12%
40830 IMPACT FEES	0.00	4,909.26	0.00	(4,909.26)	0.00%
Total Non-operating expense	<u>0.00</u>	<u>51,421.62</u>	<u>86,000.00</u>	<u>34,578.38</u>	<u>59.79%</u>
Total Non-Operating Items:	<u>0.00</u>	<u>115,076.95</u>	<u>(76,000.00)</u>	<u>(191,076.95)</u>	<u>-151.42%</u>
Total Income or Expense	<u>(29.20)</u>	<u>186,856.74</u>	<u>0.00</u>	<u>(186,856.74)</u>	<u>0.00%</u>

Panguitch City
Financial Statement
52 Sewer Fund - 07/01/2020 to 11/05/2020
41.67% of the fiscal year has expired

	Period Actual	YTD Actual	Budget	Unearned	% Unearned/ Used
Income or Expense					
Income From Operations:					
Operating income					
30100 SEWER OPERATIONS	0.00	96,553.17	277,000.00	180,446.83	34.86%
30200 SEWER CONNECT FEES	0.00	6,000.00	6,000.00	0.00	100.00%
Total Operating income	0.00	102,553.17	283,000.00	180,446.83	36.24%
Operating expense					
40110 SALARIES AND WAGES	0.00	18,202.31	36,000.00	17,797.69	50.56%
40130 EMPLOYEE BENEFITS	0.00	7,296.07	24,000.00	16,703.93	30.40%
40240 OFFICE EXPENSE & SUPPLIES	0.00	872.06	2,000.00	1,127.94	43.60%
40270 UTILITIES	0.00	858.16	6,000.00	5,141.84	14.30%
40280 TELEPHONE	0.00	223.74	1,500.00	1,276.26	14.92%
40510 INSURANCE	0.00	0.00	1,500.00	1,500.00	0.00%
40610 MISCELLANEOUS SUPPLIES	0.00	6,745.99	4,000.00	(2,745.99)	168.65%
40620 MISCELLANEOUS SERVICES	0.00	50.00	3,000.00	2,950.00	1.67%
40740 SEWER LINE - CLEANING	0.00	0.00	10,000.00	10,000.00	0.00%
Total Operating expense	0.00	34,248.33	88,000.00	53,751.67	38.92%
Total Income From Operations:	0.00	68,304.84	195,000.00	126,695.16	35.03%
Non-Operating Items:					
Non-operating income					
30300 IMPACT FEES - SEWER	0.00	10,000.00	5,000.00	(5,000.00)	200.00%
Total Non-operating income	0.00	10,000.00	5,000.00	(5,000.00)	200.00%
Non-operating expense					
40810 DEBT SERVICE - PRINCIPAL	0.00	53,000.00	150,000.00	97,000.00	35.33%
40820 DEBT SERVICE - INTEREST	0.00	11,092.25	50,000.00	38,907.75	22.18%
Total Non-operating expense	0.00	64,092.25	200,000.00	135,907.75	32.05%
Total Non-Operating Items:	0.00	(54,092.25)	(195,000.00)	(140,907.75)	27.74%
Total Income or Expense	0.00	14,212.59	0.00	(14,212.59)	0.00%



Garfield Memorial Health Care Foundation

200 North 400 East • PO Box 389 • Panguitch, Utah 84759 • (435) 676-8811

Dear valued sponsor,

We, as a board recently met to look at how COVID-19 has affected our communities in Garfield County. Due to COVID-19, cancellations took place regarding our annual golf tournament and charitable dinner event. Now, looking forward to our last event of the year - the annual Festival of Trees held on November 20th & 21st- we have debated on having it at all. The festival has been a well-attended event in the past, loved by all, and an event that we believe we can modify to include forms of social distancing. Therefore, our board has decided that we would like to proceed with this planned event. We hope and believe that this year's festival can and will bring our communities closer together to unite us for whatever 2021 throws at us.

This year, we as the Garfield Memorial Health Care Foundation, a 501(c)3 institution, are choosing to donate any profits made during this event to our local EMT'S, Search and Rescue, and our local food banks. These organizations have been hit extremely hard during the COVID-19 crisis, and to put it in the simplest of terms, we would like to give back to those who continually work so hard to protect each of us!

With these points in mind, we are currently looking for and accepting any donations to help with this event. We would love and truly appreciate any help that you might be able to provide us concerning this event, understanding also with circumstances as they currently are, that this might not be possible for you at this time. We respect and highly value all of our current and past sponsors and thank them for their continued support. Without our sponsors we couldn't go forward with these events each year.

Thank you so much for all that you have done to help us in the past. Any input, ideas, or help, which you might be able to provide for the festival would be greatly appreciated.

With warmest regards,

Monica Taylor
Chair of GMHCF



WORK RELEASE NO. 2020-2

PANGUITCH CITY
TANK LID REPLACEMENT PROJECT - 2021

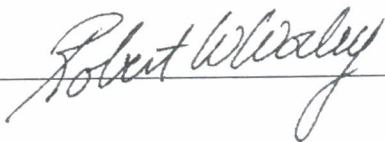
PANGUITCH CITY
PO BOX 75
PANGUITCH, UT 84759

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2020-2 will be effective as of the date of its full execution by CLIENT and ENGINEER, or CLIENT's acceptance of the performance by ENGINEER of the Services without written objection to the terms of this Work Release, whichever first occurs. The below-named duly authorized representatives of CLIENT and ENGINEER have executed this Work Release on the dates set forth herein below.

ENGINEER

SUNRISE ENGINEERING, INC.

By: 

Name: Robert Worley

Title: Vice President

Date: 10/29/2020

CLIENT

PANGUITCH CITY:

By: _____

Name: _____

Title: _____

Date: _____

WORK RELEASE NO. 2020-2

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

ARTICLE 1. INCORPORATION OF AGREEMENT FOR ENGINEERING AND TECHNICAL SERVICES

CLIENT and ENGINEER acknowledge and agree that CLIENT and ENGINEER executed an Agreement for Engineering and Technical Services dated 20 of January 2015, hereinafter referred to as the "Agreement". The Agreement and the terms, conditions, promises and obligations of the Agreement are hereby incorporated by reference into this Work Release and will, to the extent not in direct conflict with the terms, conditions, promises and/or obligations of this Work Release, be applicable to the engineering and technical services described in this Work Release and any change in services entered with respect to this Work Release (the "Services") ENGINEER has agreed to perform for the project described in Article 2 of this Work Release (the "Project").

ARTICLE 2. THE PROJECT

CLIENT's Project for which CLIENT has engaged ENGINEER to perform the Services is generally described as follows:

CLIENT plans to renovate an existing concrete storage tank by removing the existing lid and replacing with a new concrete lid and columns. The tank planned for renovation is the south tank of the two lower 500,000 gallon tanks.

ENGINEER shall provide administrative services, detailed design, specifications, bidding documents, construction observation, construction administration and contract record drawings, as hereinafter described, within generally accepted engineering standards, which services include the following:

ARTICLE 3. SCOPE OF ENGINEER'S SERVICES

The following items will be completed by ENGINEER:

Phase 1: Administration

Funding/Administrative services necessary to fulfill requirements for project funding qualification shall consist of the following:

- Assist CLIENT with preparation of one application for funding assistance from one funding agency (either the Drinking Water Board or the Community Impact Board). Funding application support services will include preparation of exhibit(s), opinions of cost, project descriptions, and other technical documentation required by the application.

- Attend one funding meeting with CLIENT.
- Coordinate with the selected funding agency with regards to funding strategy, schedule and approach.

Phase 2: Engineering Design

- Perform engineering design to show the character and scope of the work to be performed by contractors on the project. During the design phase, CLIENT shall provide assistance to ENGINEER for locating existing system components, to the best of its knowledge. The drawings prepared by ENGINEER shall be sufficiently detailed to permit the actual construction of the project.
- Furnish to CLIENT such documents and design data as may be required to obtain approvals of such governmental authorities having jurisdiction over design criteria applicable to the Project. ENGINEER shall also assist in obtaining approvals by government agencies of the final design, prior to obtaining contractor bids.
- Prepare completed contract documents, specifications, and detail drawings for all areas required to construct the project. The drawings, specifications, and contract documents shall include work for the entire project under one construction contract.
- Assist CLIENT with applying for construction permit from Division of Drinking Water.
- Furnish a revised Engineer's Opinion of Probable Cost of project based on the proposed contract drawings and specifications.

Phase 3: Procurement and Construction Observation and Administration

ENGINEER will provide assistance to the CLIENT during bidding and contractor selection phase of the project as follows.

- Conduct a pre-bid site visit
- Respond to bidders' requests for information
- Prepare addenda to the contract documents as required
- Assist in the bid opening, review the bids, review references, and provide a recommendation to the CLIENT for the award of the contract

ENGINEER shall administer the construction contract as the CLIENT's representative. Neither ENGINEER nor CLIENT assume responsibility for construction means, methods, techniques, sequences, or procedures, or for safety procedures, precautions and programs employed by CONTRACTOR, any subcontractor, their employees, or any material or equipment suppliers. ENGINEER'S undertaking hereunder shall not relieve CONTRACTOR'S obligation to perform the work in conformity with the Contract Documents, design drawings, and specifications in an acceptable manner. ENGINEER does not guarantee CONTRACTOR'S performance or commitments to CLIENT.

Engineering Services and related fees outlined during the Construction Phase are based on a construction period of 60 calendar days.

ENGINEER'S duties, as agent for CLIENT, during construction shall include the following:

- ENGINEER shall at all reasonable times be available personally, or have available, a responsible member of its staff to make such interpretations of the intent of the drawings and specifications as are necessary to facilitate completion of the construction contract. All of the CLIENT'S instructions to CONTRACTOR will be issued through ENGINEER.
- Make sufficient periodic visits to the site to familiarize itself with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents.
- Review CONTRACTOR'S applications for progress and final payment and, after approval, submit same to CLIENT, as required for approval and payment. ENGINEER will maintain a record of all submitted materials and contract documents for at least three years after final payment is made by CLIENT to CONTRACTOR.
- Furnish engineering supervision and Part-Time construction observation for the project. It is anticipated that the construction observer will visit the site prior to critical concrete pours. Such observation shall not relieve CONTRACTOR in any way from its obligations and responsibilities under its Contract. The Observer shall be qualified for the work and his duties shall include but shall not be limited to the following:
- It is anticipated that the ENGINEER or qualified representative will visit the site prior to critical concrete pours. Such observation shall not relieve CONTRACTOR in any way from its obligations and responsibilities under its Contract. Site visit reports will be kept for each site visit, and observed work that is non-compliant with the contract documents will be addressed with the CONTRACTOR and brought to the attention of the project engineer.
- Review for conformance with design concept, and approve if acceptable any necessary shop and working drawings furnished by CONTRACTOR.
- On a timely basis and as needed recommend change orders to the construction contract for acceptance by CONTRACTOR, and for written approval of CLIENT, lenders, and approving agencies as applicable, and subsequent issuance of the approved change orders during the course of construction.
- Make a final review prior to the issuance of any written notice of substantial completion of all applicable construction. Prior to submitting the final payment estimate, ENGINEER will submit a statement of completion to and obtain the written acceptance of the facility from CLIENT.
- Establish the date of substantial completion and issue the Certification of Substantial Completion and Final Certificate of Payment. CLIENT will be furnished with copies of all items referenced above.
- Prepare two sets of "Contract Record Drawings" and specifications showing details of construction including changes made during the construction process, which ENGINEER considers significant.

- Assist CLIENT in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

ARTICLE 4. ADDITIONAL SERVICES

The following engineering services are not included but may be included as part of the services rendered under this work release. These services may be provided only UPON AUTHORIZATION OF CLIENT and concurrence by ENGINEER:

- Laboratory tests, well tests, borings, hydraulic investigations, soils investigations, water quality studies, or other studies recommended by ENGINEER, outside of normal design procedures.
- Design Survey
- Creation of right of way or easement documents
- Environmental clearances or studies
- Negotiations with property owners.
- Services in connection with work change directives and change orders to reflect changes requested by CLIENT.
- Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
- Reviewing a Shop Drawing more than two times, as a result of repeated inadequate submissions by Contractor.
- Redesigns ordered by CLIENT after final plans have been accepted by CLIENT or after substantial design services has been performed on previously approved design concepts.
- Appearances before courts or boards on matters of litigation related to the project.
- Storm Water Pollution Prevention Plan.
- Emergency Response Plan.

ARTICLE 5. COMPENSATION

CLIENT agrees to compensate ENGINEER for services as follows and which payments

shall be considered complete compensation for all engineering services outlined in the respective Articles of this Work Release.

COMPENSATION SUMMARY

Item	Description	Fee	Fee Type
1	Administration	\$3,000.00	Lump Sum
2	Engineering Design	\$16,600.00	Lump Sum
3	Procurement and Construction Engineering	\$19,000.00	T&M

CLIENT agrees to compensate ENGINEER for the lump sum amounts listed for the lump sum items.

CLIENT agrees to compensate the ENGINEER on a Time and Material basis at the rates and fees listed in the attached Exhibit A for the T&M items listed in the compensation summary. Estimated fees listed in the compensation summary table above are budgetary estimates; actual expenses will be based on actual services requested by the CLIENT, and may exceed or be less than the estimates listed.

Any additional services not listed above or listed in Article 4, that are requested by CLIENT and concurred by ENGINEER will be performed at the rates and fees shown in the attached Exhibit A. ENGINEER will submit itemized billings, each month for this work.

ARTICLE 5. INVOICING

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

PANGUITCH CITY
PO BOX 75
PANGUITCH, UT 84759

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

ARTICLE 6. DESIGNATED REPRESENTATIVES

Pursuant to Section 13.1 of the Agreement, designated representatives for the relevant project shall be, unless otherwise notified; notices in writing to address below:

CLIENT
Mayor Kim Soper
Panguitch City
PO Box 75
Panguitch, Ut 84759

ENGINEER
Robert Worley, P.E.
Sunrise Engineering, Inc.
25 E. 500 N.
Fillmore, UT 84631
435-743-6151

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	\$101	451	Training Specialist I	\$130
102	Engineer Intern (E.I.T.) II	\$112	456	Training Manager	\$156
103	Engineer III	\$139	460	Training Director	\$180
104	Engineer IV	\$160	500	Funding Specialist	\$129
105	Engineer V	\$178	510	Plan Reviewer	\$115
110	Principal Engineer	\$196	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	\$112	615	GIS Team Leader	\$134
304	Engineering Tech IV	\$135	624	GIS Mapping Technician	\$54.50
311	Electrical Tech I	\$88	625	GIS Mapping Supervisor	\$97.25
312	Electrical Tech II	\$100	51	Administrative I	\$45
313	Electrical Tech III	\$118	52	Administrative II	\$59
314	Electrical Tech IV	\$130	53	Administrative III	\$74
315	Electrical Tech V	\$143	96	Public Information Manager	\$115
351	Construction Observer I	\$69	705	Planner V	\$140
352	Construction Observer II	\$88	712	Project Manager II	\$173
353	Construction Observer III	\$100	723	Water Rights Specialist III	\$126
354	Construction Observer IV	\$113	921	Survey Tech	\$80
401	CAD Drafter I	\$69	930	Survey CAD Tech	\$115
402	CAD Drafter II	\$82	935	One Man Survey Crew	\$150
403	CAD Drafter/Designer III	\$99	940	Survey Manager	\$160
404	CAD Drafter/Designer IV	\$106	945	Registered Surveyor	\$170
			950	Principal Surveyor	\$185

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 Fillmore

MEMORANDUM OF UNDERSTANDING

This agreement is made this ____ day of _____, 2020 by and between PANGUITCH CITY, a body corporate and politic subdivision of the State of Utah, (hereinafter referred to as "CITY), and A.J. JOHNSON and KELCI JOHNSON (hereinafter referred to as "JOHNSONS"), individuals who desires to contract with CITY.

RECITALS

- A. The parties enter into this agreement pursuant to the provisions of and authority granted to them by the State of Utah and under the freedoms to execute and conduct business.
- B. JOHNSONS desire to build a subdivision within CITY limits.
- C. Both parties would benefit from cooperation in meeting this public need.
- D. The parties therefore desire to enter into an agreement defining their rights, duties and liabilities relating thereto.

IN CONSIDERATION of the mutual covenants contained herein, the parties hereby agree as follows:

1. **MATERIALS AND COSTS:** JOHNSONS agree to provide monies towards water which includes digging and compacting the land. CITY agrees to provide 530 feet of sewer pipes and manholes and 250 feet of water pipes and fittings.. JOHNSONS agree to provide one fire hydrant and CITY agrees to provide one fire hydrant. CITY agrees to pay for double chip seal of the roads and CITY agrees building can commence before the roads are sealed. This agreement shall continue for a period of 12 (twelve) months from the date hereof, unless earlier terminated as provided herein. This agreement may extend beyond the 12 (twelve)

month period should the parties agree mutually.

2. **IDEMNIFICATION:** As further consideration for the services described in Paragraph One (1), JOHNSONS hereby expressly agree to indemnify, protect, save, defend and hold harmless, CITY, its employee(s) and its elected officials, agents and employees, from any claim, lawsuit, or liability, in law or equity, resulting from or arising in any way, directly or indirectly, from the provision of services described in Paragraph One (1) of this agreement, including, but not limited to, court costs, attorney's fees and damages, any loss, personal injury or death.
3. **RIGHT TO CANCEL AGREEMENT:** It is expressly understood and agreed that this agreement may be terminated by either party, with or without cause, by provision of thirty (30) days written notice of termination to the other party hereto.
4. **UTAH LAW TO GOVERN:** This agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, interpretation, and intention of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah.
5. **NUMBER AND GENDER:** The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, or

AGREEMENT

Panguitch City/Johnsons

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masculine or neutral gender should be one of the other genders, it shall be so treated.

6. **PARAGRAPH HEADING:** The paragraph headings used herein are for convenience only and shall not be considered in the interpretation of this agreement.
7. **PARTIAL VALIDITY/SEVERABILITY:** If any portion of this agreement shall be held invalid or inoperable, then insofar as is reasonable and possible:
 - A. The remainder of the agreement shall be considered valid and operative;
and
 - B. Effect shall be given to the intent manifested by the portion held invalid and inoperative.
8. **WAIVER:** The waiver by any party to this agreement of a breach of any provision of the agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this agreement.
9. **INTEGRATION:** All agreements heretofore made in the negotiation and preparation of this agreement between the parties hereto are superseded by and merged into this agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments or modifications hereto except those in writing signed by the parties

hereto.

IN WITNESS WHEREOF, the parties affix their signatures, on the day and year
first above written.

PANGUITCH CITY

BY: _____
KIM SOPER, MAYOR

BY: _____
A.J. JOHNSON

BY: _____
KELCI JOHNSON

ATTEST:

TYRISSA HOWELL, Panguitch City Clerk/Recorder

Panguitch City Council

November 10, 2020

Pending Business

- Cameron Motel/other blights and abatement

Donations

City Council Donation July 2020 – June 2021

5/2020	Junior Livestock Show	2000.00
7/2020	Panguitch Homecoming	2000.00
8/2020	PHS Rodeo team	100.00
8/2020	Car Show	100.00
10/2020	Miss Utah	800.00

Total		5000.00
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City Council Donations – July 2018 – June 2019

3/2018	Patchway Parkway Byway	1500.00
7/2018	Panguitch Homecoming	2000.00
7/2018	Junior Livestock Show	2000.00
9/2018	Eagle Scout Project – Nathaniel Sarles	
10/2018	Eagle Scout Project – Klyn Fullmer	481.00
11/2018	Sub for Santa	500.00
11/2018	Christmas in the Country	300.00
2/2019	Bryce Canyon Half & 5K	250.00
2/2019	Mid Utah Radio Basketball ads	300.00
2/2019	Sportscast	400.00
3/2019	PHS Wrestling	225.00
3/2019	Easter Egg Hunt	400.00
4/2019	FCCLA Nationals	600.00
4/2019	FBLA Nationals	300.00
5/2019	Garfield Memorial Foundation Dinner	500.00
6/2019	Lions Club Fridge	1200.00
6/2019	Horse Shoe Pits	1500.00

Total		\$12,856.00
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City Council Donations – July 2019 – June 2020

4/2019	Patchway Parkway Byway	1500.00
5/2019	Junior Livestock Show	2000.00
7/2019	Panguitch Homecoming	2000.00
9/2019	PHS Rodeo Team	125.00
9/2019	Old 89 Car Show	500.00
9/2019	Christmas nativity	500.00
10/2019	Sub for Santa	500.00
10/2019	Christmas in the Country	300.00
11/2019	Eagle Scout Project – Koby McEwen	500.00
1/2020	Mid Utah Radio State Wrestling	250.00
2/2020	Bryce Canyon Half Marathon	250.00
2/2020	Mid Utah Radio Basketball ads	400.00
2/2020	Sportscast	400.00
3/2020	Easter Egg Hunt	400.00

Total		\$9225.00
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