

City of La Verkin

435 North Main St., La Verkin Utah, 84745

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

www.laverkin.org

La Verkin City Council Meeting Agenda

Wednesday, March 17, 2021, 6:00 p.m.

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

5:00 pm Work Meeting

1. FY 2021-2022 Budget

A. Meeting Called to Order: Invocation by Invitation; Pledge of Allegiance

B. Recognition:

1. Business Spotlight

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

1. Declarations of conflict of interest
2. Agenda
3. Meeting Minutes: March 3, 2021, regular meeting
4. Review Checks and Invoices: \$243,192.78

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

E. Business:

1. Discussion and possible action to approve Resolution No. R-2021-10; a resolution approving and adopting an Interlocal Cooperation Agreement regarding election services with Washington County, State of Utah.

F. Mayor & Council Reports:

Mayor Hirschi:

Wilson: Ash Creek Sewer District, Public Works, Water, La Verkin Hot Springs

Wise: Planning Commission/Zoning, Beautification/Trails Committee, Economic Development/Tourism

Justice: Washington County Solid Waste, Homeland Security/CERT, Confluence Park

Gubler: Public Safety, Recreation/City Festivals

Hardy: Southwest Mosquito Abatement, Historical Preservation

G. Adjourn:

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

Certificate of Posting

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

111 S. Main and 435 N. Main on March 12, 2021.

Christy Ballard, City Recorder

La Verkin City Invoice Register - 2/25/2021 to 3/11/2021 - All Invoices

3/12/2021

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
RFD 100040688.	*Aguirre, Estrella	47882	3/1/2021	3/1/2021	\$110.90 110.90	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040688 - *Aguirre, Estrella
RFD 100040628.	*Burton, Daniel		3/5/2021	3/5/2021	\$3.63 3.63	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040628 - *Burton, Daniel
RFD 100039361.	*Churchill, Charles & Jerilyn	47883	3/1/2021	3/1/2021	\$105.99 105.99	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039361 - *Churchill, Charles & Jerilyn
RFD 100040621.	*Haines, Austin	47884	3/1/2021	3/1/2021	\$91.68 91.68	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040621 - *Haines, Austin
RFD 100040833.	*Knight, Momi	47885	2/25/2021	2/25/2021	\$105.83 105.83	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040833 - *Knight, Momi
Refund: 1000406	*Maher, Kimberly		3/11/2021	3/11/2021	\$10.00 10.00	511311	Accounts Receivable	Refund: 100040683 - *Maher, Kimberly
RFD 100040683.	*Maher, Kimberly		3/1/2021	3/1/2021	\$86.00 86.00	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040683 - *Maher, Kimberly
	Vendor Total:				\$96.00			
RFD 100040747.	*Wiles, Shawn & Johanna	47886	3/1/2021	3/1/2021	\$103.63 103.63	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040747 - *Wiles, Shawn & Johanna
RFD 100040363.	*Frazier, Vanette	47887	3/1/2021	3/1/2021	\$95.23 95.23	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040363 - *Frazier, Vanette
326352	ACE HARDWARE		2/25/2021	3/10/2021	\$31.82 31.82	104160.270	Bldg B&G OPERATION AND M	Repair supplies
326606	ACE HARDWARE		3/10/2021	4/10/2021	\$12.64 12.64	104253.270	Animal B&G OPERATIONS AN	Cable
	Vendor Total:				\$44.46			
PR022621-258	AFLAC	47889	3/3/2021	3/3/2021	\$106.50 106.50	102224	Health Savings Account	AFLAC EE
941948	ALSCO	47890	2/25/2021	3/15/2021	\$52.87 0.53 6.34 9.52 0.53 0.53 24.32 0.53 3.17 0.53 6.34 0.53	104160.250 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 536310.450 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	
942967	ALSCO		3/9/2021	3/10/2021	\$52.87 0.53	104160.250	Bldg EQUIPMENT OPERATING	

Invoice Register - 2/25/2021 to 3/11/2021 - All Invoices

3/12/2021

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
944013	ALSCO		3/10/2021	3/25/2021	\$52.87	104240.250	Inspect EQUIPMENT OPERATI	Inspect EQUIPMENT OPERATI
					0.53	104410.250	Streets EQUIPMENT OPERATI	Streets EQUIPMENT OPERATI
					0.53	104410.745	Streets STREET IMPROVEME	Streets STREET IMPROVEME
					0.53	104510.250	Parks EQUIPMENT OPERATI	Parks EQUIPMENT OPERATI
					24.32	516340.250	O&M EQUIPMENT OPERATI	O&M EQUIPMENT OPERATI
					0.53	516340.450	O&M SYSTEMS MAINTENANC	O&M SYSTEMS MAINTENANC
					3.17	536310.250	Irrigation EQUIPMENT OPERA	Irrigation EQUIPMENT OPERA
					0.53	536310.450	Irrigation WATER MAIN REPAIR	Irrigation WATER MAIN REPAIR
					6.34	556350.250	Drainage EQUIPMENT OPERA	Drainage EQUIPMENT OPERA
					0.53	556350.440	Drainage NEW SERVICES	Drainage NEW SERVICES
					\$52.87			
					0.53	104160.250	Bldg EQUIPMENT OPERATING	Bldg EQUIPMENT OPERATING
					6.34	104240.250	Inspect EQUIPMENT OPERATI	Inspect EQUIPMENT OPERATI
					9.52	104410.250	Streets EQUIPMENT OPERATI	Streets EQUIPMENT OPERATI
					0.53	104410.745	Streets STREET IMPROVEME	Streets STREET IMPROVEME
					0.53	104510.250	Parks EQUIPMENT OPERATI	Parks EQUIPMENT OPERATI
					24.32	516340.250	O&M EQUIPMENT OPERATI	O&M EQUIPMENT OPERATI
					0.53	516340.450	O&M SYSTEMS MAINTENANC	O&M SYSTEMS MAINTENANC
					3.17	536310.250	Irrigation EQUIPMENT OPERA	Irrigation EQUIPMENT OPERA
					0.53	536310.450	Irrigation WATER MAIN REPAIR	Irrigation WATER MAIN REPAIR
					6.34	556350.250	Drainage EQUIPMENT OPERA	Drainage EQUIPMENT OPERA
					0.53	556350.440	Drainage NEW SERVICES	Drainage NEW SERVICES
					\$158.61			
022821	ASH CREEK SPECIAL SERVICE DIST		3/9/2021	4/15/2021	\$43,424.42	526260.520	Sewer PAYMENT TO ASH CRE	Feb. 2021
Refund: 1000383	Blakemore, Bruce A.	47892	3/2/2021	3/2/2021	\$83.07	511311	Accounts Receivable	Refund: 100038341 - Blakemore, Bruce A.
UT202100340	BLUE STAKES OF UTAH 811		3/2/2021	3/30/2021	\$61.02	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
1013309	Bruce Electric Contractors, Inc		3/9/2021	3/15/2021	\$72,626.00	104140.245	CARES OFFICE EXPENSE, SU	45KVA Portable generator and modifications
1013310	Bruce Electric Contractors, Inc		3/9/2021	3/15/2021	\$24,209.00	104140.245	CARES OFFICE EXPENSE, SU	45KVA Portable generator and modifications
1013320	Bruce Electric Contractors, Inc		3/9/2021	3/5/2021	\$707.49	104160.270	Bldg B&G OPERATION AND M	Relocate 3 receptacles @ 435 N main + parts
1013321	Bruce Electric Contractors, Inc		3/9/2021	3/5/2021	\$300.95	104160.270	Bldg B&G OPERATION AND M	Install dedicated 120VAC for 111 S Main+ parts
1013328	Bruce Electric Contractors, Inc		3/9/2021	3/5/2021	\$140.00	536310.450	Irrigation WATER MAIN REPAIR	LaVerkin filter station repairs
949-0221	CenturyLink	47893	3/2/2021	3/10/2021	\$53.45	104253.280	Animal UTILITIES	Animal shelter
020921	Citi Cards		3/8/2021	3/25/2021	\$16.01	104140.315	Admin COMPUTER EQUIPME	ZOOM
022121	Citi Cards		2/25/2021	3/10/2021	\$596.73	104620.610	Comm COMMUNITY DEVELOP	Frame Picture for Conference Room

La Verkin City Invoice Register - 2/25/2021 to 3/11/2021 - All Invoices

3/12/2021

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
25937283	Citi Cards		2/26/2021	3/1/2021	\$49.00	104140.315	Admin COMPUTER EQUIPME	Web hosting
33259 PO# 3841	Citi Cards		3/9/2021	3/5/2021	\$4,160.00	104510.480	Parks RAP Tax	4' Christmas tree Extension
377394958 PO# 3826	Citi Cards		2/25/2021	3/10/2021	\$11.45	104620.610	Comm COMMUNITY DEVELOP	Staff Picture for Hallway
4245013 PO# 3806	Citi Cards		3/8/2021	3/25/2021	\$131.89	104140.610	Admin MISCELLANEOUS SER	Frames for map and pictures- front office
599 PO# 3828	Citi Cards		3/8/2021	3/25/2021	\$500.00	104620.610	Comm COMMUNITY DEVELOP	Creative Cove Marketing
69931	Citi Cards		3/2/2021	3/5/2021	\$333.00	104140.240	Admin OFFICE EXPENSE, SUP	
					149.85	104140.310	Admin ATTORNEY/IN HOUSE	
					39.96	516660.240	Admin OFFICE EXPENSE, SUP	
					86.58	536310.240	Irrigation OFFICE EXPENSE, S	
					21.65	556350.240	Drainage OFFICE EXPENSE, S	
					34.96			
8368242 PO# 3814	Citi Cards		3/8/2021	3/25/2021	\$81.12	104140.610	Admin MISCELLANEOUS SER	Clock for Front Office remodel
Vendor Total:					\$5,879.20			
06957	CITY OF ST GEORGE	47894	2/25/2021	3/10/2021	\$14,564.53	104210.410	Police DAT/INVESTIGATION/DI	3rd QTR 2021 Police dispatch fees
2021 PO# 3817	CLAYTON, KENT		3/8/2021	2/18/2021	\$2,000.00	104620.610	Comm COMMUNITY DEVELOP	City purchase 1 share of secondary water
022021 PO# 3819	Davis Food & Drug #4/Farmers Market	47895	2/25/2021	3/10/2021	\$28.84	104140.240	Admin OFFICE EXPENSE, SUP	Treats for Budget retreat
022321	Davis Food & Drug #4/Farmers Market	47895	2/25/2021	3/10/2021	\$21.99	104160.250	Bldg EQUIPMENT OPERATING	
					0.22	104240.250	Inspect EQUIPMENT OPERATI	
					2.64	104410.250	Streets EQUIPMENT OPERATI	tape measure
					3.95	104410.250	Streets STREET IMPROVEME	
					0.22	104410.745	Parks EQUIPMENT OPERATI	
					0.22	104510.250	O&M EQUIPMENT OPERATI	
					10.12	516340.250	O&M SYSTEMS MAINTENANC	
					0.22	516340.450	Irrigation EQUIPMENT OPERA	
					1.32	536310.250	Irrigation WATER MAIN REPAIR	
					0.22	536310.450	Drainage EQUIPMENT OPERA	
					2.64	556350.250	Drainage NEW SERVICES	
					0.22	556350.440		
Vendor Total:					\$50.83			
71654165	DeLage Landen Financial Services		3/11/2021	4/1/2021	\$128.98	104140.240	Admin OFFICE EXPENSE, SUP	
					5.40	104140.310	Admin ATTORNEY/IN HOUSE	
					111.14	516660.240	Admin OFFICE EXPENSE, SUP	
					3.53	536310.240	Irrigation OFFICE EXPENSE, S	
					6.01	556350.240	Drainage OFFICE EXPENSE, S	
					2.90			
3269-0221	Dominion Energy	47896	2/25/2021	3/10/2021	\$195.59	104140.280	Admin UTILITIES	111 S Main Street
					97.80			

La Verkin City Invoice Register - 2/25/2021 to 3/11/2021 - All Invoices

3/12/2021

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
9275-0221	Dominion Energy	47896	2/25/2021	3/10/2021	\$110.54	104210.280	Police UTILITIES	111 S Main Street
9924-0221	Dominion Energy	47896	2/25/2021	3/10/2021	\$318.81	104510.280	Parks UTILITIES	Parks
	Vendor Total:				\$318.81	104140.280	Admin UTILITIES	435 N Main street
					\$624.94			
022821	Empire Waste Services		3/9/2021	3/15/2021	\$229.98	104140.280	Admin UTILITIES	
					165.58	516660.280	Admin UTILITIES	
					57.50	556350.250	Drainage EQUIPMENT OPERA	
					6.90			
021921 PO# 3822	Esplin, Aaron	47897	2/25/2021	2/22/2021	\$500.00	104620.610	Comm COMMUNITY DEVELOP	Purchase Secondary water share
93890	EXECUTECH		3/9/2021	3/31/2021	\$1,365.00			
					125.00	104140.310	Admin ATTORNEY/IN HOUSE	
					555.50	104140.315	Admin COMPUTER EQUIPME	
					424.50	516660.315	Admin SOFTWARE OR INFOR	
					130.00	536310.315	IrrigationCOMPUTER EQUIPM	
					130.00	556350.315	Drainage SOFTWARE & COMP	
SG380146 PO# 3838	GENEVA PIPE		3/9/2021	3/20/2021	\$1,224.67	104510.470	Parks IMPACT FEES	Concrete Catch Basin
11136-4	GREEN TREE LAWN & LANDSCAPE	47898	3/2/2021	3/15/2021	\$875.00	104510.250	Parks EQUIPMENT OPERATIN	Mowing service
022021	GUBLER, KYLE	47899	3/2/2021	2/28/2021	\$190.84	104140.250	Admin EQUIPMENT OPERATIN	Mileage Feb. 2021
95686271	H&E Equipment Services, Inc.		2/25/2021	3/20/2021	\$71.25			
					1.67	104160.250	Bldg EQUIPMENT OPERATING	
					10.07	104240.250	Inspect EQUIPMENT OPERATI	
					10.13	104410.250	Streets EQUIPMENT OPERATI	ISO 46 non con
					1.67	104410.745	Streets STREET IMPROVEME	
					1.67	104510.250	Parks EQUIPMENT OPERATIN	
					20.95	516340.250	O&M EQUIPMENT OPERATIN	
					1.67	516340.450	O&M SYSTEMS MAINTENANC	
					10.01	536310.250	Irrigation EQUIPMENT OPERA	
					1.67	536310.450	Irrigation WATER MAIN REPAIR	
					10.07	556350.250	Drainage EQUIPMENT OPERA	
					1.67	556350.440	Drainage NEW SERVICES	
RI0301211	Hamson, Nathan D		3/1/2021	3/1/2021	\$1,000.00	104510.120	Parks PART TIME EMPLOYEE	Sports Director
PR022621-6099	Health Equity		3/3/2021	3/3/2021	\$450.00	102224	Health Savings Account	PEHP Health Equity
RFD 100040484.	Hendrix, Suzanne	47900	3/1/2021	3/1/2021	\$103.23	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040484 - Hendrix, Suzanne
					103.23			
2021-1494	HURRICANE CITY JUSTICE COURT	47901	3/2/2021	3/12/2021	\$250.00	104121.240	Police JUSTICE COURT	March 2021 Court billing
020521	HURRICANE CITY POWER	47902	3/2/2021	3/15/2021	\$20.49	104140.280	Admin UTILITIES	LaVerkin City sign power
231	Imlay, Toni		3/10/2021	3/4/2021	\$85.00	104210.240	Police OFFICE EXPENSE, SUP	Vinyl work for Radar Trailer
					85.00			

La Verkin City
Invoice Register - 2/25/2021 to 3/11/2021 - All Invoices

3/12/2021

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
52326	INTERSTATE ROCK		3/9/2021	3/5/2021	\$107.95	104410.745	Streets STREET IMPROVEME	Road base
69802	INTERSTATE ROCK		3/9/2021	3/1/2021	\$125.51	104410.745	Streets STREET IMPROVEME	Road base
	Vendor Total:				\$233.46			
PR022621-147	LEGAL SHIELD	47903	3/3/2021	3/3/2021	\$54.83	102225	Misc Payable	LegalShield
EA999730	Les Olson	47904	2/26/2021	3/15/2021	\$122.89	104140.240	Admin OFFICE EXPENSE, SUP	
					11.46	104140.310	Admin ATTORNEY/IN HOUSE	
					93.05	516660.240	Admin OFFICE EXPENSE, SUP	
					11.95	536310.240	Irrigation OFFICE EXPENSE, S	
					2.14	556350.240	Drainage OFFICE EXPENSE, S	
INVLEX1024	Lexipol		3/10/2021	3/25/2021	\$2,429.00	104210.410	Police DAT/INVESTIGATION/DI	Annual Lexipol Police Policy subscription
658224	NAPA AUTO PARTS		3/9/2021	2/10/2021	\$36.46	104160.250	Bldg EQUIPMENT OPERATING	
					0.36	104240.250	Inspect EQUIPMENT OPERATI	
					4.38	104410.250	Streets EQUIPMENT OPERATI	stick hose gold
					6.58	104410.745	Streets STREET IMPROVEME	
					0.36	104510.250	Parks EQUIPMENT OPERATI	
					16.77	516340.250	O&M EQUIPMENT OPERATI	
					0.36	516340.450	O&M SYSTEMS MAINTENANC	
					2.19	536310.250	Irrigation EQUIPMENT OPERA	
					0.36	536310.450	Irrigation WATER MAIN REPAIR	
					4.38	556350.250	Drainage EQUIPMENT OPERA	
					0.36	556350.440	Drainage NEW SERVICES	
658244	NAPA AUTO PARTS		3/9/2021	2/10/2021	(\$36.46)	104160.250	Bldg EQUIPMENT OPERATING	
					-0.36	104240.250	Inspect EQUIPMENT OPERATI	
					-4.38	104410.250	Streets EQUIPMENT OPERATI	Return stick hose gold
					-6.58	104410.745	Streets STREET IMPROVEME	
					-0.36	104510.250	Parks EQUIPMENT OPERATI	
					-16.77	516340.250	O&M EQUIPMENT OPERATI	
					-0.36	516340.450	O&M SYSTEMS MAINTENANC	
					-2.19	536310.250	Irrigation EQUIPMENT OPERA	
					-0.36	536310.450	Irrigation WATER MAIN REPAIR	
					-4.38	556350.250	Drainage EQUIPMENT OPERA	
					-0.36	556350.440	Drainage NEW SERVICES	
664938	NAPA AUTO PARTS		3/9/2021	3/25/2021	\$65.60	536310.450	Irrigation WATER MAIN REPAIR	10 Lucas red
666308	NAPA AUTO PARTS		3/9/2021	3/25/2021	\$214.99	104160.250	Bldg EQUIPMENT OPERATING	
					2.15	104240.250	Inspect EQUIPMENT OPERATI	
					25.80	104410.250	Streets EQUIPMENT OPERATI	2005 Chevy- Alternator, belt, batter tester
					38.69	104410.745	Streets STREET IMPROVEME	
					2.15	104510.250	Parks EQUIPMENT OPERATI	
					2.15	516340.250	O&M EQUIPMENT OPERATI	
					98.90	516340.450	O&M SYSTEMS MAINTENANC	
					2.15	516340.450	O&M SYSTEMS MAINTENANC	

La Verkin City Invoice Register - 2/25/2021 to 3/11/2021 - All Invoices

3/12/2021

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
152374	Opticare of Utah		3/9/2021	3/15/2021	\$246.94	536310.250	Irrigation EQUIPMENT OPERA	
					246.94	536310.450	Irrigation WATER MAIN REPAIR	
210401	Pelorus Methods, Inc.		3/9/2021	3/31/2021	\$2,600.00	556350.250	Drainage EQUIPMENT OPERA	
					1,000.00	556350.440	Drainage NEW SERVICES	
	Vendor Total:				\$280.59			
032021	PITNEY BOWES		3/9/2021	3/25/2021	\$503.50	101562	PEHP/AFLAC Insurance Cleanin	Employee eye insurance
					226.58	104140.315	Admin COMPUTER EQUIPME	Software and support
					60.42	104210.315	Police COMPUTER EQUIPMEN	Software and support
					130.91	516660.315	Admin SOFTWARE OR INFOR	Software and support
					30.18	536310.315	IrrigationCOMPUTER EQUIPM	Software and support
					55.41	556350.315	Drainage SOFTWARE & COMP	Software and support
3313030103	PITNEY BOWES		3/2/2021	3/25/2021	\$174.66	104140.240	Admin OFFICE EXPENSE, SUP	
					78.60	104140.310	Admin ATTORNEY/IN HOUSE	
					20.96	516660.240	Admin OFFICE EXPENSE, SUP	
					45.41	536310.240	Irrigation OFFICE EXPENSE, S	
					18.96	556350.240	Drainage OFFICE EXPENSE, S	
	Vendor Total:				\$678.16			
0182286	Pollard Water		3/9/2021	1/25/2021	\$299.49	516340.450	O&M SYSTEMS MAINTENANC	1 5/8 Mtr Nut Wrench- 5
5533	Preston's Mobile Shredding		3/2/2021	3/25/2021	\$25.00	104140.280	Admin UTILITIES	
					18.00	516660.280	Admin UTILITIES	
					6.25	556350.250	Drainage EQUIPMENT OPERA	
021221	PUBLIC EMPLOYEES LTD PROGRAM		3/10/2021	2/12/2021	\$586.11	101562	PEHP/AFLAC Insurance Cleanin	01/02/21 to 02/12/21
					586.11	104253.280	Animal UTILITIES	Animal shelter
0016-0221	ROCKY MOUNTAIN POWER	47907	2/25/2021	3/9/2021	\$136.40	104510.280	Parks UTILITIES	Trailhead park
0024-0221	ROCKY MOUNTAIN POWER	47907	2/25/2021	3/9/2021	\$39.34			
	Vendor Total:				\$175.74			
142	RUIZ CLEANING SERVICES		3/9/2021	3/5/2021	\$300.00	104160.250	Bldg EQUIPMENT OPERATING	Cleaning 435 N Main for Feb. 2021
					300.00			
RFD 100040765.	Sant Pacific	47908	3/1/2021	3/1/2021	\$94.04	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040765 - Sant Pacific
					94.04			
6541101,654606 PO# 3837	SCHOLZEN PRODUCTS CO INC		3/9/2021	3/3/2021	\$249.35	104510.470	Parks IMPACT FEES	3/4X20 Rebar and Cutting Charge (Invoice # 6541101)
					207.00		Parks IMPACT FEES	Angle Iron and Rebar for drain box
					42.35	104510.470		

La Verkin City Invoice Register - 2/25/2021 to 3/1/2021 - All Invoices

3/12/2021

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
6542375	SCHOLZEN PRODUCTS CO INC		3/9/2021	3/1/2021	\$118.24	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6543470	SCHOLZEN PRODUCTS CO INC	47909	2/25/2021	3/10/2021	\$243.83	516340.450	O&M SYSTEMS MAINTENANC	Culinary water repair
6543638	SCHOLZEN PRODUCTS CO INC	47909	2/25/2021	3/10/2021	\$303.58	516340.450	O&M SYSTEMS MAINTENANC	Culinary water repair
6544774 PO# 3835	SCHOLZEN PRODUCTS CO INC	47909	3/2/2021	2/26/2021	\$405.00	104510.470	Parks IMPACT FEES	Drainage Pipe - Invoice # 6544774
6544776	SCHOLZEN PRODUCTS CO INC	47909	2/26/2021	3/10/2021	\$169.99	516340.450	O&M SYSTEMS MAINTENANC	Sonata NFC program cable
6545326	SCHOLZEN PRODUCTS CO INC	47909	3/2/2021	3/10/2021	\$178.55	536310.450	Irrigation WATER MAIN REPAIR	Bice- repair
6546417	SCHOLZEN PRODUCTS CO INC		3/9/2021	4/1/2021	\$17.10	516340.450	O&M SYSTEMS MAINTENANC	Cutting tools
6547782	SCHOLZEN PRODUCTS CO INC		3/9/2021	4/1/2021	\$61.99	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
	Vendor Total:				\$1,747.63			
314759	Southwest Utah Public Health Departme		3/9/2021	4/1/2021	\$120.00	516340.420	O&M PURIFICATION AND TRE	Water sample testing
7322482407	STAPLES	47910	3/2/2021	3/1/2021	\$17.97		Admin OFFICE EXPENSE, SUP	
					8.09	104140.240	Admin ATTORNEY/IN HOUSE	
					2.16	104140.310	Admin OFFICE EXPENSE, SUP	
					4.67	516660.240	Irrigation OFFICE EXPENSE, S	
					1.25	536310.240	Drainage OFFICE EXPENSE, S	
					1.80	556350.240		
7325280070	STAPLES		3/10/2021	3/20/2021	\$11.20	104210.240	Police OFFICE EXPENSE, SUP	Trash bags
7325441234	STAPLES		3/2/2021	3/25/2021	\$130.49		Admin OFFICE EXPENSE, SUP	
					58.72	104140.240	Admin ATTORNEY/IN HOUSE	
					15.66	104140.310	Admin OFFICE EXPENSE, SUP	
					33.93	516660.240	Irrigation OFFICE EXPENSE, S	
					7.75	536310.240	Drainage OFFICE EXPENSE, S	
					14.43	556350.240		
	Vendor Total:				\$159.66			
139614	STAR SIGN AND BANNER		3/10/2021	3/2/2021	\$25.00	104210.240	Police OFFICE EXPENSE, SUP	Police badge decal
022521	STATE ENGINEER		3/9/2021	3/20/2021	\$310.35	536310.450	Irrigation WATER MAIN REPAIR	2021 water dist assessment
324064	STEAMROLLER COPIES	47911	3/2/2021	3/10/2021	\$63.00	103691	Subdivision set up fee	24 x 36 bond print
114793	SUNRISE ENGINEERING INC		3/9/2021	3/10/2021	\$2,010.75	103691	Subdivision set up fee	Overlook Subdivision slope stability
					1,168.50		Inspect ENGINEER	Chaco Ridge Development
					45.75	104240.460	Inspect ENGINEER	Cottonwood Hollow Subdivision
					24.75	104240.460	O&M NEW SERVICES	Sunset View Booster pump review
					771.75	516340.440		

La Verkin City Invoice Register - 2/25/2021 to 3/11/2021 - All Invoices

3/12/2021

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
1782267	SWANK MOTION PICTURES		3/9/2021	3/10/2021	\$1,890.00	104620.610	Comm COMMUNITY DEVELOP	Movies in the Park- rights
					1,890.00			
032021	TDS BAJA Broadband		3/9/2021	3/25/2021	\$136.68			
					61.51	104140.240	Admin OFFICE EXPENSE, SUP	
					16.40	104140.310	Admin ATTORNEY/IN HOUSE	
					35.09	516660.240	Admin OFFICE EXPENSE, SUP	
					7.90	536310.240	Irrigation OFFICE EXPENSE, S	
					15.78	556350.240	Drainage OFFICE EXPENSE, S	
022021	U.S. POSTAL SERVICE	47913	2/25/2021	2/20/2021	\$245.00			
					110.25	104140.240	Admin OFFICE EXPENSE, SUP	
					30.20	104140.310	Admin ATTORNEY/IN HOUSE	
					64.70	516660.240	Admin OFFICE EXPENSE, SUP	
					14.35	536310.240	Irrigation OFFICE EXPENSE, S	USPS marketing mail
					25.50	556350.240	Drainage OFFICE EXPENSE, S	
03012021	U.S. POSTAL SERVICE	47879	3/1/2021	3/1/2021	\$539.42			
					242.74	104140.240	Admin OFFICE EXPENSE, SUP	
					66.52	104140.310	Admin ATTORNEY/IN HOUSE	
					142.25	516660.240	Admin OFFICE EXPENSE, SUP	
					31.97	536310.240	Irrigation OFFICE EXPENSE, S	
					55.94	556350.240	Drainage OFFICE EXPENSE, S	
					\$784.42			
PR022621-501	UTAH RETIREMENT SYSTEMS	03032021	3/3/2021	3/3/2021	\$9,042.94			
					928.45	102223	Retirement Payable	401k
					7,814.49	102223	Retirement Payable	Retirement
					300.00	102223	Retirement Payable	Roth IRA
PR022621-449	Utah State Tax Commission		3/3/2021	3/3/2021	\$1,874.59			
					1,874.59	102222	State Withholding	State Income Tax
PR022821-449	Utah State Tax Commission		3/3/2021	3/3/2021	\$50.00			
					50.00	102222	State Withholding	State Income Tax
					\$1,924.59			
9873328665	VERIZON WIRELESS	47915	2/25/2021	3/5/2021	\$886.31			
					106.88	104140.290	Admin TELEPHONE/COMMUNI	
					282.74	104210.290	Police TELEPHONE	
					42.62	104230.290	Victims TELEPHONE	
					93.90	104253.250	Animal EQUIPMENT OPERATI	
					260.17	516660.290	Admin TELEPHONE & COMMU	
					50.00	536310.290	Irrigation TELEPHONE & COM	
					50.00	556350.290	Drainage TELEPHONE & COM	
101949	WASHINGTON CO SOLID WASTE		3/9/2021	3/30/2021	\$23,228.79			
					23,228.79	546260.410	Garbage PAYMENT TO WASH	Feb. 2021
14543	WCWCD		3/2/2021	3/30/2021	\$3,027.28			
					3,027.28	516660.410	Admin PRODUCT OR SERVIC	Feb. 2021 Water development surcharge fee
R10301211	Weeks, James	ACH.7220.0303211710	3/1/2021	3/1/2021	\$1,200.00			
					1,200.00	104140.311	Admin ATTORNEY	
1106429	WHEELER CAT		3/9/2021	3/20/2021	\$165.51			
					1.66	104160.250	Bldg EQUIPMENT OPERATING	
					19.86	104240.250	Inspect EQUIPMENT OPERATI	
					29.77	104410.250	Streets EQUIPMENT OPERATI	Window for Backhoe- have credit of 531.52

La Verkin City Invoice Register - 2/25/2021 to 3/11/2021 - All Invoices

3/12/2021

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
176678 PO# 3834	WHEELER CAT	47916	3/2/2021	3/10/2021	\$3,680.00	104410.745	Streets STREET IMPROVEME	
					3,680.00	104510.250	Parks EQUIPMENT OPERATI	
					\$3,845.51	516340.250	O&M EQUIPMENT OPERATI	
						516340.450	O&M SYSTEMS MAINTENANC	
						9,93	Irrigation EQUIPMENT OPERA	
						536310.450	Irrigation WATER MAIN REPAIR	
					19.86	556350.250	Drainage EQUIPMENT OPERA	
					1.66	556350.440	Drainage NEW SERVICES	
					\$3,680.00			
					3,680.00	104510.470	Parks IMPACT FEES	Rental of Excavator
					\$3,845.51			
030521	WOOD, TOM		3/9/2021	3/25/2021	\$2,000.00		Comm COMMUNITY DEVELOP	Purchase 1 share of secondary water
					2,000.00	104620.610		
Refund: 1000404	Young, Robyn	47917	3/1/2021	3/1/2021	\$98.48		Accounts Receivable	Refund: 100040486 - Young, Robyn
					98.48	511311		
030321	ZIONS FIRST NATIONAL BANK CC		3/9/2021	3/25/2021	\$135.00		Bldg B&G OPERATION AND M	Rope for Flag pole @ 111 S Main
					135.00	104160.270		
030821	ZIONS FIRST NATIONAL BANK CC		3/11/2021	4/1/2021	\$41.95		Council EQUIPMENT OPERATI	Mayor- fuel
					41.95	104111.250		
121922	ZIONS FIRST NATIONAL BANK CC		3/10/2021	3/10/2021	\$49.98		Police OFFICE EXPENSE, SUP	Testing supplies
					49.98	104210.240		
154-5340	ZIONS FIRST NATIONAL BANK CC		3/10/2021	3/10/2021	\$340.00		Animal EQUIPMENT OPERATI	Annual Sheltermanager hosting
					340.00	104253.250		
7239	ZIONS FIRST NATIONAL BANK CC		3/10/2021	3/10/2021	\$9.84		Police OFFICE EXPENSE, SUP	mailing
					9.84	104210.240		
7340	ZIONS FIRST NATIONAL BANK CC		3/10/2021	3/10/2021	\$9.80		Police OFFICE EXPENSE, SUP	mailing
					9.80	104210.240		
8731444	ZIONS FIRST NATIONAL BANK CC		2/25/2021	3/15/2021	\$41.21		Bldg EQUIPMENT OPERATING	
					0.41	104160.250	Inspect EQUIPMENT OPERATI	
					4.95	104240.250	Streets EQUIPMENT OPERATI	
					7.42	104410.250	Streets STREET IMPROVEME	
					0.41	104410.745	Parks EQUIPMENT OPERATI	
					0.41	104510.250	O&M EQUIPMENT OPERATI	
					18.96	516340.250	O&M SYSTEMS MAINTENANC	
					0.41	516340.450	Irrigation EQUIPMENT OPERA	
					2.47	536310.250	Irrigation WATER MAIN REPAIR	
					0.41	536310.450	Drainage EQUIPMENT OPERA	
					4.95	556350.250	Drainage NEW SERVICES	
					0.41	556350.440		
					\$627.78			
PR022621-234	ZIONS FIRST NATIONAL BANK.	03082021	3/3/2021	3/3/2021	\$9,349.96		FICA & FWT Withholding	Social Security Tax
					5,408.14	102221	FICA & FWT Withholding	Medicare Tax
					1,264.80	102221	FICA & FWT Withholding	Federal Income Tax
					2,677.02	102221		
PR022821-234	ZIONS FIRST NATIONAL BANK.	03082021	3/3/2021	3/3/2021	\$335.60		FICA & FWT Withholding	Social Security Tax
					231.44	102221		

Page 10

La Verkin City
Invoice Register - 2/25/2021 to 3/11/2021 - All Invoices

3/12/2021

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Input Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
					3,027.28	516660.410	Admin PRODUCT OR SERVIC	
					8,434.14		Total	
					43,424.42	526260.520	Sewer PAYMENT TO ASH CRE	
					133.93	536310.240	Irrigation OFFICE EXPENSE, S	
					46.14	536310.250	Irrigation EQUIPMENT OPERA	
					50.00	536310.290	Irrigation TELEPHONE & COM	
					405.00	536310.315	IrrigationCOMPUTER EQUIPM	
					702.20	536310.450	Irrigation WATER MAIN REPAIR	
					1,337.27		Total	
					23,228.79	546260.410	Garbage PAYMENT TO WASH	
					229.97	556350.240	Drainage OFFICE EXPENSE, S	
					89.99	556350.250	Drainage EQUIPMENT OPERA	
					50.00	556350.290	Drainage TELEPHONE & COM	
					405.00	556350.315	Drainage SOFTWARE & COMP	
					7.70	556350.440	Drainage NEW SERVICES	
					782.66		Total	
					\$243,192.78		GL Account Summary Total	

LAVERKIN CITY



KYLE GUBLER
CITY ADMINISTRATOR

RICHARD M. HIRSCHI
MAYOR

MICAH GUBLER
RAY JUSTICE
PATRICIA WISE
KELLY WILSON
CHUCK HARDY
COUNCIL MEMBERS

Resolution No. R-2021-__

A RESOLUTION APPROVING AND ADOPTING AN INTERLOCAL COOPERATION AGREEMENT REGARDING ELECTIONS SERVICES WITH WASHINGTON COUNTY, STATE OF UTAH

WHEREAS, under the *Utah Election Code* [Sections 20A-1-101, et seq., *Utah Code Ann. (UCA)*], the Washington County Clerk-Auditor is charged with many duties pertaining to conducting fair elections in Washington County ("the County"); and

WHEREAS, due to those duties, the County regularly conducts county-wide elections and has the equipment, experience and applicable contracts in place to efficiently conduct elections within the County; and

WHEREAS, municipalities within the County, such as the City of LaVerkin ("the Municipality"), are responsible for conducting municipal elections within their own jurisdictions; and

WHEREAS, the County switched to vote by mail elections in 2018 and secured contracts for printing, mailing, distributing, and returning mail-in ballots; and

WHEREAS, under the UCA, local political subdivisions may enter into interlocal agreements with the County for services that are more efficiently provided by the County; and

WHEREAS, the County and the Municipality acknowledge the mutual benefit and efficiency of having the County assist in the Municipality's elections;

WHEREAS, for the purpose of conducting more efficient and cost-effective municipal elections, the County indicated in 2019 a willingness to assist municipalities located within the County in their responsibilities to conduct elections; and

WHEREAS, the County also indicated its position that it was in the best interest of the citizens of Washington County that the County assist in conducting municipal elections; and

WHEREAS, the Municipality was invited to contract with the County for election-related services, as set forth in an *Interlocal Cooperation Agreement regarding Election Services* ("2019 ICA Agreement"); and

WHEREAS, upon review of the 2019 ICA Agreement (as originally presented, and later amended by the County), City Staff involved in actions involving and otherwise pertaining to the Municipality's elections indicated their support therefor and recommended its consideration, approval, and adoption by the City Council; and the City Council approved and entered into the 2019 ICA Agreement and the 2019 ICA Agreement, as revised; and

Resolution No. R-2019-____

WHEREAS, for the purpose of conducting more efficient and cost-effective municipal elections, the County has once again indicated a willingness to assist municipalities located within the County in their responsibilities to conduct elections; and

WHEREAS, the County has again indicated its position that it is in the best interest of the citizens of Washington County that the County assist in conducting municipal elections; and

WHEREAS, the Municipality has been invited to contract with the County for election-related services for the upcoming election cycle, as set forth in the proposed *Interlocal Cooperation Agreement regarding Election Services* ("the proposed 2021 ICA Agreement") and attached hereto as **Exhibit A** (the contents of which are hereby incorporated as though fully set forth herein);

WHEREAS, upon review of the proposed 2021 ICA Agreement, City Staff involved in actions involving and otherwise pertaining to the Municipality's elections indicate their support therefor and recommend its consideration, approval, and adoption by the City Council; and

WHEREAS, it appears that the proposed 2021 ICA Agreement is or might be governed by the provisions of Title 11, Chapter 13, of the *Utah Code Annotated* (1953, as amended), known as the *Utah Interlocal Cooperation Act* (hereinafter referenced as "ICA" or "Act"), thus possibly requiring that (a) it be set forth in a writing consistent with the requirements with the provisions of the ICA, and (b) any action to approve it be taken by resolution or ordinance of the governing body of each local government entity that was a party thereto; and that the purposes of the proposed ICA Agreement appeared consistent with the purposes and intent of the ICA, as set forth in said Act; and

WHEREAS, having reviewed the same, the City Council hereby affirms and declares that it is of the considered opinion and determination that participation in the proposed 2021 ICA Agreement provides for an enhanced and/or efficient and affordable option to the City with regards to the management and execution of its elections; and that the proposed 2021 ICA Agreement and the services afforded thereby are in the best interests of the City of LaVerkin and its residents and businesses.

BE IT THEREFORE RESOLVED that the City Council of the City of LaVerkin hereby (a) **affirms and declares its support** for the County election services provided under and pursuant to the *Interlocal Cooperation Agreement regarding Election Services* ("the proposed 2021 ICA Agreement") attached hereto as **Exhibit A**, (b) **accepts the terms of and adopts and approves** the proposed 2021 ICA Agreement with Washington County, and (c) **authorizes** the signature of the Mayor thereon on behalf of the City Council.

APPROVED AND SIGNED this _____ day of _____, 2021.

RICHARD M. HIRSCHI, Mayor

ATTEST:

CHRISTY BALLARD, City Recorder

Agreement is approved as to form by:

KEVIN R. BENNETT, City Attorney

Exhibit A

INTERLOCAL COOPERATION AGREEMENT REGARDING
ELECTION SERVICES

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is between Washington County, Utah ("the County") and LaVerkin City ("the City", "the Town" or "Municipality") located within the geographic boundary of the County (collectively, "the Parties").

RECITALS

WHEREAS, under the Utah Election Code (Utah Code Ann. § 20A-1-101 et seq.) the Washington County Clerk-Auditor is charged with many duties pertaining to conducting fair elections in Washington County;

WHEREAS, due to those duties, the County regularly conducts county-wide elections and has the equipment, experience and applicable contracts in place to efficiently conduct elections within the County;

WHEREAS, municipalities within Washington County are responsible for conducting municipal elections within their own jurisdictions;

WHEREAS, the County adopted a vote by mail system for elections beginning in 2018 and secured contracts for printing, mailing, distributing, and returning mail-in ballots;

WHEREAS, under the Utah Code, local political subdivisions may enter into interlocal agreements with the County for services that are more efficiently provided by the County;

WHEREAS, the County and the Municipality acknowledge the mutual benefit and efficiency of having the County assist in the Municipality's elections;

WHEREAS, for the purpose of conducting more efficient municipal elections, the County is willing to assist municipalities located within the County in their responsibilities to conduct elections; and

WHEREAS, it is in the best interest of the citizens of Washington County that the County assist in conducting municipal elections.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and pursuant to the Interlocal Cooperation Act, the Parties agree as follows.

INTERLOCAL COOPERATION AGREEMENT REGARDING
ELECTION SERVICES

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is between Washington County, Utah ("the County") and _____ City ("the City", "the Town" or "Municipality") located within the geographic boundary of the County (collectively, "the Parties").

RECITALS

WHEREAS, under the Utah Election Code (Utah Code Ann. § 20A-1-101 et seq.) the Washington County Clerk-Auditor is charged with many duties pertaining to conducting fair elections in Washington County;

WHEREAS, due to those duties, the County regularly conducts county-wide elections and has the equipment, experience and applicable contracts in place to efficiently conduct elections within the County;

WHEREAS, municipalities within Washington County are responsible for conducting municipal elections within their own jurisdictions;

WHEREAS, the County adopted a vote by mail system for elections beginning in 2018 and secured contracts for printing, mailing, distributing, and returning mail-in ballots;

WHEREAS, under the Utah Code, local political subdivisions may enter into interlocal agreements with the County for services that are more efficiently provided by the County;

WHEREAS, the County and the Municipality acknowledge the mutual benefit and efficiency of having the County assist in the Municipality's elections;

WHEREAS, for the purpose of conducting more efficient municipal elections, the County is willing to assist municipalities located within the County in their responsibilities to conduct elections; and

WHEREAS, it is in the best interest of the citizens of Washington County that the County assist in conducting municipal elections.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and pursuant to the Interlocal Cooperation Act, the Parties agree as follows.

A. SPECIFIC TERMS

Section 1. County.

(a) The County agrees to assist and support the Municipality in conducting vote by mail municipal elections; however, the County does not have the equipment or software to provide support for Ranked Choice Voting. If a municipality chooses to use Ranked Choice Voting, the County can direct you to an election vendor that can administer the election in this format.

(b) In accordance with the County's contract with a selected printer, the County will order ballots and envelopes for the municipality based on the number of registered voters within the municipality.

(c) The County will provide two electronic marking devices, one precinct level scanner, and one on-demand ballot printer in each Municipality with 3000 or more registered voters. The County may provide equipment in additional locations within the Municipality based on the availability of equipment.

(d) The County will use its available counting machines to count ballots for the municipalities; however, the County will not hand count ballots. Each Municipality will designate one qualified staff member to adjudicate ballots and assist the County to re-make ballots on a regular basis. The County will not re-make ballots without a qualified Municipal staff member present.

(e) The County will continue to conduct all statutorily required obligations, including signature verification, in accordance with applicable state and local codes.

(f) The County will provide the Municipality with a cost estimate for upcoming election services by December 31 of the year preceding the election.

Section 2. Municipality.

(a) The Municipality agrees to reimburse the County for all costs and expenses related to the municipality's election, including all printing expenses incurred under the County's contract with the printer, within 30 days of receiving an invoice from the County.

(b) The Municipality agrees to collect its election items from the County Clerk-Auditor's Office within a week after the canvas date.

(c) The Municipality agrees to notify the County in writing by March 31 of the election year if the Municipality does not accept the county-provided cost estimate and therefore does not desire to receive the County's election services as outlined in this Agreement.

Section 3. Term. This Agreement shall become effective on the date it is duly executed and shall expire December 31, 2021. This Agreement shall automatically renew for additional one (1) year periods, unless thirty (30) days prior to the expiration, written notice of intent to not renew is given by either Party. There is no limitation on the number of times this Agreement may

automatically renew. All prior interlocal agreements regarding election services between the parties are revoked.

B. GENERAL TERMS

Section 1. Purpose. The purpose of this Agreement is to allow the Parties to comply with State law to accomplish the intentions and purposes referred to in the recitals above.

Section 2. Termination. Other than as set forth in A(3), above, either party, for good cause, may terminate this Agreement by notifying the other Party in writing of its intent to terminate the Agreement, for instance, when a Municipality cancels a local election pursuant to Utah Code Ann. 20A-1-206. Any costs incurred by County must be reimbursed by the Municipality upon termination.

Section 3. No Waiver of Governmental Immunity. The Parties are governmental entities under the Governmental Immunity Act of Utah, Title 63, Chapter 30d of the Utah Code. None of the Parties waive any defenses otherwise available under the Governmental Immunity Act.

Section 4. Indemnity.

(a) The Municipality shall hold harmless and indemnify County, and its officers, employees and agents, against any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorney's fees and costs) arising out of or resulting from the services in, or performance of, this Agreement if caused by any negligent act or omission, or any intentional misconduct, of the Municipality or any of its officers, employees or agents.

(b) The County shall hold harmless and indemnify the Municipality, and its officers, employees and agents against any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorney's fees and costs) arising out of or resulting from the services in, or performance of, this Agreement if caused by any negligent act or omission, or any intentional misconduct, of the County or any of its officers, employees or agents.

Section 5. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows.

(a) This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Section 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Section 11-13-202.5(3).

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Section 11-13-209.

(d) No separate legal entity is created by the terms of this Agreement. The Parties designate the Chairman of the County Commission as the Administrator responsible to administer this Agreement and the accomplishment of the purposes of the cooperative action contemplated hereby and specified herein pursuant to Utah Code Section 11-13-207.

(e) The effective date of this Agreement shall be the date that each of the Parties has signed it, adopted a resolution to approve it, and filed the Agreement with the keeper of records.

(f) The term of this Agreement shall commence on the date of full execution of this Agreement by all Parties.

(g) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

Following the execution of this Agreement by the Parties, either Party may cause a notice regarding this Agreement to be published on behalf of the Parties in accordance with Utah Code Section 11-13-219.

Section 6. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be hand delivered or sent by first-class mail, postage prepaid, and properly addressed to the Parties at the following addresses:

City
Attn: Clerk
ADDRESS

Washington County
Attn: Commission Chair
197 East Tabernacle
St. George, UT 84770.

Section 7. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, negotiations, representations, promises, or understandings of the Parties whether oral or written. No supplement, modification, amendment, or waiver of any obligation of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 8. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies.

Section 9. Governing Law. This Agreement shall be governed by the laws of the State of Utah. The Parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The Parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

Section 10. Counterparts; Filing. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DATED this ____ day of _____, 2021.

WASHINGTON COUNTY

Gil Almquist
Washington County Commission Chair

Attest:

Kim M. Hafen
Washington County Clerk-Auditor

Date: _____

Approved as to Form:

Deputy Washington County Attorney

City

Mayor

Attest:

City Recorder

Date: _____

Approved as to Form:

City Attorney

Approximate Cost for By Mail Ballots

LaVerkin City

K&H Printers

12/18/2020 2,212 active voters

Ballots

Item:	Description	Actual Qty	Each	Extended Price
Lot 1	Ballot Types tested	1	\$ 25.00	\$ 25.00
I would order 10	Ballots - Marked - EXTRA - for testing		\$ 0.50	
	Total: Lot 1			\$ 25.00
Lot 2	Preparing Permant Absentee and Vote by Mail Ballots			
	Account Management	2,212	\$ 0.32	\$ 716.69
	Mail Ballots	2,212	\$ 0.31	\$ 685.72
	Total: Lot 2			\$ 1,402.41
Lot 3	Preparing Polling Place Ballots			
I'd Order 20 to 40 of each	Provisional Ballots/Poll Location	0	\$ 0.32	\$ -
	Test Ballots - Blank	0	\$ 0.32	\$ -
	Vault / Counter Ballots / EXTRA	0	\$ 0.32	\$ -
	Total: Lot 3			\$ -
Lot 4	Preparing Supplemental Absentee Ballots			
2nd batch mailing	Number of packages (ballots)	0	\$ 0.73	\$ -
	If needed			
	Total: Lot 4			\$ -
Lot 5	Printing Ancillary Materials			
	Outer and Return Envelopes <u>with County Outgoing and Return address</u> with 1 insert	2,212	\$ 0.25	\$ 558.09
	Freight	2,212	\$ 0.02	\$ 47.34
	Postage:	2,212	\$ 0.38	\$ 838.35
	Total: Lot 4			\$ 1,443.77

NOTE: Extra test ballots, extra ballots, provisional ballots and envelopes are not included in this estimate

Election Services / BY MAIL Election ONLY

Washington
County as Election
Vendor

NOTE:**Ballot Programming and Testing / ES&S Election Systems and Software**

Ballot Programming	2,212	\$	0.10	\$	213.90
Logic and Accuracy Testing per election / By					
Mail Ballots	1	\$	150.00	\$	150.00
Public Demonstration / Testing	1	\$	150.00	\$	150.00
MBV Signature Verifying per click fee	2212	\$	0.20	\$	442.40
Total: ES&S Ballot Programming and support					\$ 956.30

	Per Election	Per Person	Total Per Election
Poll Manager, Election Worker Training			
IF Poll Manager	1	\$ 150.00	\$ 150.00
Needed Election Worker	4	\$ 75.00	\$ 300.00
Total: Poll Worker Training			\$ 450.00

	Per Hour	Minimum Hours	Total Per Election
Counting and Cavassing			
County Election Staff	\$50.00	1	\$50.00
Extra Counting Staff / 6 people per hour	\$60.00	1	\$ 60.00
Canvass Preparation	\$50.00	1	\$ 50.00
Signature Verification / 6 people per hour	\$60.00	1	\$ 60.00
Estimated Total, Election Services:			\$220.00

Estimated Cost per Election: \$ 4,497.48

2021 General Session Bills Passed as of 3/17/2021 9:57:09 AM

Disclaimer

Change the session **2021 General Session** ▼ Select

As enrolled bills become available, they are linked to this list.
Click on the column heading to sort the list by that column.

Total Bills Passed = 502

HB0070S01	Ballot Tracking Amendments	Johnson, D.N.	3/3/2021		
HB0072S02	Device Filter Amendments	Pulsipher, S.	3/4/2021		
HB0073S04	Drug Testing Amendments	Watkins, C.	2/26/2021	GSIGN	3/11/2021
	Municipal Alternative				
HB0075S03	Voting Methods Pilot Project Amendments	Stenquist, J.	3/5/2021		
	Aviation Liability				
HB0077S04	Insurance Amendments	Acton, C.K.	3/5/2021		
HB0079	Mineral and Rock Amendments	Brooks, W.	2/17/2021	GSIGN	3/11/2021
HB0080S02	Data Security Amendments	Brooks, W.	3/1/2021	GSIGN	3/11/2021
	Mental Health				
HB0081	Days for Students	Winder, M.	2/18/2021		
HB0082S05	Single-family Housing Modifications	Ward, R.	3/4/2021		
	Migratory Bird				
HB0083S01	Production Area Amendments	Ferry, J.	2/19/2021	GSIGN	3/11/2021
	Use of Force				
HB0084	Reporting Requirements	Romero, A.	3/5/2021		
	Controlled				
HB0085	Substance Database Access Amendments	Hall, C.	2/12/2021		

*(not yet signed by Gov)
(as of 3/17/21)*

Amended Pages
Only

Enrolled  (Currently
Displayed)

Other Versions

H.B. 82

H.B. 82 1st Substitute
(Not Adopted)

H.B. 82 2nd Substitute
(Not Adopted)

H.B. 82 3rd Substitute

H.B. 82 4th Substitute

Related Documents

Fiscal Note 

Senate Committee
Amendment 1(passed)

HB0082S04
comparison

Agency Perf Note

Information

Last Action: 15 Mar
2021, House/ to
Governor

Last Location:
Executive Branch -
Governor

Similar Bills

Land Use

Housing

Municipalities

Political Subdivisions
(Local Issues)

Permits

Planning and Zoning

Sections Affected

10-8-85.4

10-9a-505.5

10-9a-511.5

15A-3-202

15A-3-204

15A-3-206

17-27a-505.5

17-27a-510.5

17-50-338

35A-8-505

57-8a-209

57-8a-218

H.B.
82

Bill Sponsor:



Rep. Ward,
Raymond P.

Floor Sponsor:



Sen.
Anderegg,
Jacob L.

Substitute Sponsor: Rep.
Ward, Raymond P.

Drafting Attorney: Gus
Harb

Fiscal Analyst: Maddy
Oritt

Bill Tracking

Tracking Page

Bill Text

Introduced 

Amended 

H.B. 82 Single-family Housing Modifications

Bill Text

Status

Hearings/Debate

Bill Status / Votes

• Senate Actions • House Actions • Fiscal Actions • Other Actions

Date	Action	Location	Vote
3/15/2021	House/ enrolled bill to Printing	Clerk of the House	
3/15/2021	House/ received enrolled bill from Printing	Clerk of the House	
3/15/2021	House/ to Governor	Executive Branch - Governor	

You may print the text of a bill from the PDF version located on the 'Bill Text' tab above.

State Senate

350 North State, Suite 320
PO Box 145115
Salt Lake City, Utah 84114
Telephone: (801) 538-1408
<https://senate.utah.gov>

Contact a Senator

House of Representatives

350 North State, Suite 350
PO Box 145030

(relevant excerpts)

Enrolled Copy

H.B. 82

SINGLE-FAMILY HOUSING MODIFICATIONS

2021 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Raymond P. Ward

Senate Sponsor: Jacob L. Anderegg

LONG TITLE

General Description:

This bill modifies provisions related to single-family housing.

Highlighted Provisions:

This bill:

- modifies and defines terms applicable to municipal and county land use development and management;
- allows a municipality or county to punish an individual who lists or offers a certain licensed or permitted accessory dwelling unit as a short-term rental;
- allows municipalities and counties to require specified physical changes to certain accessory dwelling units;
- in any single-family residential land use zone:
 - requires municipalities and counties to classify certain accessory dwelling units as a permitted land use; and
 - prohibits municipalities and counties from establishing restrictions or requirements for certain accessory dwelling units with limited exceptions;
- allows a municipality or county to hold a lien against real property containing certain accessory dwelling units in certain circumstances;
- provides for statewide amendments to the International Residential Code related to accessory dwelling units;
- requires the executive director of the Olene Walker Housing Loan Fund to establish a two-year pilot program to provide loan guarantees for certain loans related to accessory dwelling units;

- 30 ▶ prevents a homeowners association from prohibiting the construction or rental of
31 certain accessory dwelling units; and
32 ▶ makes technical and conforming changes.

Money Appropriated in this Bill:

34 None

Other Special Clauses:

36 This bill provides a special effective date.

Utah Code Sections Affected:**AMENDS:**

- 39 ~~10-8-85.4~~, as enacted by Laws of Utah 2017, Chapter 335
40 ~~10-9a-505.5~~, as last amended by Laws of Utah 2012, Chapter 172
41 ~~10-9a-511.5~~, as enacted by Laws of Utah 2015, Chapter 205
42 15A-3-202, as last amended by Laws of Utah 2020, Chapter 441
43 15A-3-204, as last amended by Laws of Utah 2016, Chapter 249
44 15A-3-206, as last amended by Laws of Utah 2018, Chapter 186
45 17-27a-505.5, as last amended by Laws of Utah 2015, Chapter 465
46 17-27a-510.5, as enacted by Laws of Utah 2015, Chapter 205
47 17-50-338, as enacted by Laws of Utah 2017, Chapter 335
48 35A-8-505, as last amended by Laws of Utah 2020, Chapter 241
49 57-8a-209, as last amended by Laws of Utah 2018, Chapter 395
50 57-8a-218, as last amended by Laws of Utah 2017, Chapter 131

ENACTS:

- 52 ~~10-9a-530~~, Utah Code Annotated 1953
53 17-27a-526, Utah Code Annotated 1953
54 35A-8-504.5, Utah Code Annotated 1953

56 *Be it enacted by the Legislature of the state of Utah:*

57 Section 1. Section ~~10-8-85.4~~ is amended to read:

58 **10-8-85.4. Ordinances regarding short-term rentals -- Prohibition on ordinances**
59 **restricting speech on short-term rental websites.** (effective 5/5/21)

60 (1) As used in this section:

61 (a) "Internal accessory dwelling unit" means the same as that term is defined in Section
62 10-9a-511.5.

63 [(a)] (b) "Residential unit" means a residential structure or any portion of a residential
64 structure that is occupied as a residence.

65 [(b)] (c) "Short-term rental" means a residential unit or any portion of a residential unit
66 that the owner of record or the lessee of the residential unit offers for occupancy for fewer than
67 30 consecutive days.

68 [(c)] (d) "Short-term rental website" means a website that:

- 69 (i) allows a person to offer a short-term rental to one or more prospective renters; and
70 (ii) facilitates the renting of, and payment for, a short-term rental.

71 (2) Notwithstanding Section 10-9a-501 or Subsection 10-9a-503(1), a legislative body
72 may not:

73 (a) enact or enforce an ordinance that prohibits an individual from listing or offering a
74 short-term rental on a short-term rental website; or

75 (b) use an ordinance that prohibits the act of renting a short-term rental to fine, charge,
76 prosecute, or otherwise punish an individual solely for the act of listing or offering a short-term
77 rental on a short-term rental website.

78 (3) Subsection (2) does not apply to an individual who lists or offers an internal
79 accessory dwelling unit as a short-term rental on a short-term rental website if the municipality
80 records a notice for the internal accessory dwelling unit under Subsection 10-9a-530(6).

81 Section 2. Section 10-9a-505.5 is amended to read:

82 **10-9a-505.5. Limit on single family designation.** (effective 5/5/21)

83 (1) As used in this section, "single-family limit" means the number of [unrelated]
84 individuals allowed to occupy each residential unit that is recognized by a land use authority in
85 a zone permitting occupancy by a single family.

(2) A municipality may not adopt a single-family limit that is less than:

(a) three, if the municipality has within its boundary:

(i) a state university; or

(ii) a private university with a student population of at least 20,000; or

(b) four, for each other municipality.

Section 3. Section 10-9a-511.5 is amended to read:

10-9a-511.5. Changes to dwellings -- Egress windows. *(effective 5/5/21)*

(1) [For purposes of] As used in this section[-,"rental"]:

(a) "Internal accessory dwelling unit" means an accessory dwelling unit created:

(i) within a primary dwelling;

(ii) within the footprint of the primary dwelling described in Subsection (1)(a)(i) at the time the internal accessory dwelling unit is created; and

(iii) for the purpose of offering a long-term rental of 30 consecutive days or longer.

(b) "Primary dwelling" means a single-family dwelling that:

(i) is detached; and

(ii) is occupied as the primary residence of the owner of record.

(c) "Rental dwelling" means the same as that term is defined in Section 10-8-85.5.

(2) A municipal ordinance adopted under Section 10-1-203.5 may not:

(a) require physical changes in a structure with a legal nonconforming rental dwelling use unless the change is for:

(i) the reasonable installation of:

(A) a smoke detector that is plugged in or battery operated;

(B) a ground fault circuit interrupter protected outlet on existing wiring;

(C) street addressing;

(D) except as provided in Subsection (3), an egress bedroom window if the existing bedroom window is smaller than that required by current State Construction Code;

(E) an electrical system or a plumbing system, if the existing system is not functioning or is unsafe as determined by an independent electrical or plumbing professional who is

licensed in accordance with Title 58, Occupations and Professions;

(F) hand or guard rails; or

(G) occupancy separation doors as required by the International Residential Code; or

(ii) the abatement of a structure; or

(b) be enforced to terminate a legal nonconforming rental dwelling use.

(3) (a) A municipality may not require physical changes to install an egress or emergency escape window in an existing bedroom that complied with the State Construction Code in effect at the time the bedroom was finished if:

~~[(a)]~~ (i) the dwelling is an owner-occupied dwelling or a rental dwelling that is:

~~[(i)]~~ (A) a detached one-, two-, three-, or four-family dwelling; or

~~[(ii)]~~ (B) a town home that is not more than three stories above grade with a separate means of egress; and

~~[(b)-(i)]~~ (ii) (A) the window in the existing bedroom is smaller than that required by current State Construction Code; and

~~[(ii)]~~ (B) the change would compromise the structural integrity of the structure or could not be completed in accordance with current State Construction Code, including set-back and window well requirements.

(b) Subsection (3)(a) does not apply to an internal accessory dwelling unit.

(4) Nothing in this section prohibits a municipality from:

(a) regulating the style of window that is required or allowed in a bedroom;

(b) requiring that a window in an existing bedroom be fully openable if the openable area is less than required by current State Construction Code; or

(c) requiring that an existing window not be reduced in size if the openable area is smaller than required by current State Construction Code.

Section 4. Section **10-9a-530** is enacted to read:

10-9a-530. Internal accessory dwelling units. *(effective 10/1/21)*

(1) As used in this section:

(a) "Internal accessory dwelling unit" means an accessory dwelling unit created:

- 142 (i) within a primary dwelling;
- 143 (ii) within the footprint of the primary dwelling described in Subsection (1)(a)(i) at the
- 144 time the internal accessory dwelling unit is created; and
- 145 (iii) for the purpose of offering a long-term rental of 30 consecutive days or longer.
- 146 (b) "Primary dwelling" means a single-family dwelling that:
- 147 (i) is detached; and
- 148 (ii) is occupied as the primary residence of the owner of record.
- 149 ★ (2) In any area zoned primarily for residential use:
- 150 (a) the use of an internal accessory dwelling unit is a permitted use; and
- 151 (b) except as provided in Subsections (3) and (4), a municipality may not establish any
- 152 restrictions or requirements for the construction or use of one internal accessory dwelling unit
- 153 within a primary dwelling; including a restriction or requirement governing:
- 154 (i) the size of the internal accessory dwelling unit in relation to the primary dwelling;
- 155 (ii) total lot size; or
- 156 (iii) street frontage.
- 157 ★ (3) An internal accessory dwelling unit shall comply with all applicable building,
- 158 health, and fire codes.
- 159 ★ (4) A municipality may:
- 160 (a) prohibit the installation of a separate utility meter for an internal accessory dwelling
- 161 unit;
- 162 (b) require that an internal accessory dwelling unit be designed in a manner that does
- 163 not change the appearance of the primary dwelling as a single-family dwelling;
- 164 (c) require a primary dwelling:
- 165 (i) to include one additional on-site parking space for an internal accessory dwelling
- 166 unit, regardless of whether the primary dwelling is existing or new construction; and
- 167 (ii) to replace any parking spaces contained within a garage or carport if an internal
- 168 accessory dwelling unit is created within the garage or carport;
- 169 (d) prohibit the creation of an internal accessory dwelling unit within a mobile home as

defined in Section 57-16-3;

(e) require the owner of a primary dwelling to obtain a permit or license for renting an internal accessory dwelling unit;

(f) prohibit the creation of an internal accessory dwelling unit within a zoning district covering an area that is equivalent to:

(i) 25% or less of the total area in the municipality that is zoned primarily for residential use; or

(ii) 67% or less of the total area in the municipality that is zoned primarily for residential use, if the main campus of a state or private university with a student population of 10,000 or more is located within the municipality;

(g) prohibit the creation of an internal accessory dwelling unit if the primary dwelling is served by a failing septic tank;

(h) prohibit the creation of an internal accessory dwelling unit if the lot containing the primary dwelling is 6,000 square feet or less in size;

(i) prohibit the rental or offering the rental of an internal accessory dwelling unit for a period of less than 30 consecutive days;

(j) prohibit the rental of an internal accessory dwelling unit if the internal accessory dwelling unit is located in a dwelling that is not occupied as the owner's primary residence;

(k) hold a lien against a property that contains an internal accessory dwelling unit in accordance with Subsection (5); and

(l) record a notice for an internal accessory dwelling unit in accordance with Subsection (6).

★ (5) (a) In addition to any other legal or equitable remedies available to a municipality, a municipality may hold a lien against a property that contains an internal accessory dwelling unit if:

(i) the owner of the property violates any of the provisions of this section or any ordinance adopted under Subsection (4);

(ii) the municipality provides a written notice of violation in accordance with

198 Subsection (5)(b):

199 (iii) the municipality holds a hearing and determines that the violation has occurred in
200 accordance with Subsection (5)(d), if the owner files a written objection in accordance with
201 Subsection (5)(b)(iv);

202 (iv) the owner fails to cure the violation within the time period prescribed in the
203 written notice of violation under Subsection (5)(b);

204 (v) the municipality provides a written notice of lien in accordance with Subsection
205 (5)(c); and

206 (vi) the municipality records a copy of the written notice of lien described in
207 Subsection (5)(a)(iv) with the county recorder of the county in which the property is located.

208 (b) The written notice of violation shall:

209 (i) describe the specific violation;

210 (ii) provide the owner of the internal accessory dwelling unit a reasonable opportunity
211 to cure the violation that is:

212 (A) no less than 14 days after the day on which the municipality sends the written
213 notice of violation, if the violation results from the owner renting or offering to rent the internal
214 accessory dwelling unit for a period of less than 30 consecutive days; or

215 (B) no less than 30 days after the day on which the municipality sends the written
216 notice of violation, for any other violation;

217 (iii) state that if the owner of the property fails to cure the violation within the time
218 period described in Subsection (5)(b)(ii), the municipality may hold a lien against the property
219 in an amount of up to \$100 for each day of violation after the day on which the opportunity to
220 cure the violation expires;

221 (iv) notify the owner of the property:

222 (A) that the owner may file a written objection to the violation within 14 days after the
223 day on which the written notice of violation is post-marked or posted on the property; and

224 (B) of the name and address of the municipal office where the owner may file the
225 written objection;

226 (v) be mailed to:
227 (A) the property's owner of record; and
228 (B) any other individual designated to receive notice in the owner's license or permit
229 records; and
230 (vi) be posted on the property.
231 (c) The written notice of lien shall:
232 (i) comply with the requirements of Section 38-12-102;
233 (ii) state that the property is subject to a lien;
234 (iii) specify the lien amount, in an amount of up to \$100 for each day of violation after
235 the day on which the opportunity to cure the violation expires;
236 (iv) be mailed to:
237 (A) the property's owner of record; and
238 (B) any other individual designated to receive notice in the owner's license or permit
239 records; and
240 (v) be posted on the property.
241 (d) (i) If an owner of property files a written objection in accordance with Subsection
242 (5)(b)(iv), the municipality shall:
243 (A) hold a hearing in accordance with Title 52, Chapter 4, Open and Public Meetings
244 Act, to conduct a review and determine whether the specific violation described in the written
245 notice of violation under Subsection (5)(b) has occurred; and
246 (B) notify the owner in writing of the date, time, and location of the hearing described
247 in Subsection (5)(d)(i)(A) no less than 14 days before the day on which the hearing is held.
248 (ii) If an owner of property files a written objection under Subsection (5)(b)(iv), a
249 municipality may not record a lien under this Subsection (5) until the municipality holds a
250 hearing and determines that the specific violation has occurred.
251 (iii) If the municipality determines at the hearing that the specific violation has
252 occurred, the municipality may impose a lien in an amount of up to \$100 for each day of
253 violation after the day on which the opportunity to cure the violation expires, regardless of

whether the hearing is held after the day on which the opportunity to cure the violation has expired.

(e) If an owner cures a violation within the time period prescribed in the written notice of violation under Subsection (5)(b), the municipality may not hold a lien against the property, or impose any penalty or fee on the owner, in relation to the specific violation described in the written notice of violation under Subsection (5)(b).

★ (6) (a) A municipality that issues, on or after October 1, 2021, a permit or license to an owner of a primary dwelling to rent an internal accessory dwelling unit, or a building permit to an owner of a primary dwelling to create an internal accessory dwelling unit, may record a notice in the office of the recorder of the county in which the primary dwelling is located.

(b) The notice described in Subsection (6)(a) shall include:

(i) a description of the primary dwelling;

(ii) a statement that the primary dwelling contains an internal accessory dwelling unit;

and

(iii) a statement that the internal accessory dwelling unit may only be used in accordance with the municipality's land use regulations.

(c) The municipality shall, upon recording the notice described in Subsection (6)(a), deliver a copy of the notice to the owner of the internal accessory dwelling unit.

Section 5. Section 15A-3-202 is amended to read:

15A-3-202. Amendments to Chapters 1 through 5 of IRC. (effective 5/5/21)

(1) In IRC, Section R102, a new Section R102.7.2 is added as follows: "R102.7.2 Physical change for bedroom window egress. A structure whose egress window in an existing bedroom is smaller than required by this code, and that complied with the construction code in effect at the time that the bedroom was finished, is not required to undergo a physical change to conform to this code if the change would compromise the structural integrity of the structure or could not be completed in accordance with other applicable requirements of this code, including setback and window well requirements."

(2) In IRC, Section R108.3, the following sentence is added at the end of the section:

282 "The building official shall not request proprietary information."

283 (3) In IRC, Section 109:

284 (a) A new IRC, Section 109.1.5, is added as follows: "R109.1.5 Weather-resistant
285 exterior wall envelope inspections. An inspection shall be made of the weather-resistant
286 exterior wall envelope as required by Section R703.1 and flashings as required by Section
287 R703.8 to prevent water from entering the weather-resistive barrier."

288 (b) The remaining sections are renumbered as follows: R109.1.6 Other inspections;
289 R109.1.6.1 Fire- and smoke-resistance-rated construction inspection; R109.1.6.2 Reinforced
290 masonry, insulating concrete form (ICF) and conventionally formed concrete wall inspection;
291 and R109.1.7 Final inspection.

292 (4) IRC, Section R114.1, is deleted and replaced with the following: "R114.1 Notice to
293 owner. Upon notice from the building official that work on any building or structure is being
294 prosecuted contrary to the provisions of this code or other pertinent laws or ordinances or in an
295 unsafe and dangerous manner, such work shall be immediately stopped. The stop work order
296 shall be in writing and shall be given to the owner of the property involved, or to the owner's
297 agent or to the person doing the work; and shall state the conditions under which work will be
298 permitted to resume."

299 (5) In IRC, Section R202, the following definition is added: "ACCESSORY
300 DWELLING UNIT: A habitable living unit created within the existing footprint of a primary
301 owner-occupied single-family dwelling."

302 [(5)] (6) In IRC, Section R202, the following definition is added: "CERTIFIED
303 BACKFLOW PREVENTER ASSEMBLY TESTER: A person who has shown competence to
304 test Backflow prevention assemblies to the satisfaction of the authority having jurisdiction
305 under Utah Code, Subsection 19-4-104(4)."

306 [(6)] (7) In IRC, Section R202, the definition of "Cross Connection" is deleted and
307 replaced with the following: "CROSS CONNECTION. Any physical connection or potential
308 connection or arrangement between two otherwise separate piping systems, one of which
309 contains potable water and the other either water of unknown or questionable safety or steam,

Note: To convert lb/ft² to kN/m², multiply by 0.0479. To convert feet to meters, multiply by 0.3048.

1. Statutory requirements of the Authority Having Jurisdiction are not included in this state ground snow load table.

2. For locations where there is substantial change in altitude over the city/town, the load applies at and below the cited elevation, with a tolerance of 100 ft (30 m).

3. For other locations in Utah, see Bean, B., Maguire, M., Sun, Y. (2018), "The Utah Snow Load Study," Utah State University Civil and Environmental Engineering Faculty Publications, Paper 3589, <http://utahsnowload.usu.edu/>, for ground snow load values.

~~[(10)]~~ (11) IRC, Section R301.6, is deleted and replaced with the following: "R301.6 Utah Snow Loads. The snow loads specified in Table R301.2(5b) shall be used for the jurisdictions identified in that table. Otherwise, for other locations in Utah, see Bean, B., Maguire, M., Sun, Y. (2018), "The Utah Snow Load Study," Utah State University Civil and Environmental Engineering Faculty Publications, Paper 3589, <http://utahsnowload.usu.edu/>, for ground snow load values."

~~[(11)]~~ (12) In IRC, Section R302.2, the following sentence is added after the second sentence: "When an access/maintenance agreement or easement is in place, plumbing, mechanical ducting, schedule 40 steel gas pipe, and electric service conductors including feeders, are permitted to penetrate the common wall at grade, above grade, or below grade."

(13) In IRC, Section R302.3, a new exception 3 is added as follows: "3. Accessory dwelling units separated by walls or floor assemblies protected by not less than 1/2-inch (12.7 mm) gypsum board or equivalent on each side of the wall or bottom of the floor assembly are exempt from the requirements of this section."

~~[(12)]~~ (14) In IRC, Section R302.5.1, the words "self-closing device" are deleted and replaced with "self-latching hardware."

~~[(13)]~~ (15) IRC, Section R302.13, is deleted.

~~[(14)]~~ (16) In IRC, Section R303.4, the number "5" is changed to "3" in the first sentence.

(17) In IRC, Section R310.6, in the exception, the words "or accessory dwelling units" are added after the words "sleeping rooms".

~~(15)~~ (18) IRC, Sections R311.7.4 through R311.7.5.3, are deleted and replaced with the following: "R311.7.4 Stair treads and risers. R311.7.5.1 Riser height. The maximum riser height shall be 8 inches (203 mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

R311.7.5.2 Tread depth. The minimum tread depth shall be 9 inches (228 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Winder treads shall have a minimum tread depth of 10 inches (254 mm) measured as above at a point 12 inches (305 mm) from the side where the treads are narrower. Winder treads shall have a minimum tread depth of 6 inches (152 mm) at any point. Within any flight of stairs, the greatest winder tread depth at the 12-inch (305 mm) walk line shall not exceed the smallest by more than 3/8 inch (9.5 mm).

R311.7.5.3 Profile. The radius of curvature at the leading edge of the tread shall be no greater than 9/16 inch (14.3 mm). A nosing not less than 3/4 inch (19 mm) but not more than 1 1/4 inches (32 mm) shall be provided on stairways with solid risers. The greatest nosing projection shall not exceed the smallest nosing projection by more than 3/8 inch (9.5 mm) between two stories, including the nosing at the level of floors and landings. Beveling of nosing shall not exceed 1/2 inch (12.7 mm). Risers shall be vertical or sloped from the underside of the leading edge of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted, provided that the opening between treads does not permit the passage of a 4-inch diameter (102 mm) sphere.

Exceptions.

1. A nosing is not required where the tread depth is a minimum of 10 inches (254 mm).
2. The opening between adjacent treads is not limited on stairs with a total rise of 30 inches

404 (762 mm) or less."

405 ~~[(16)]~~ (19) IRC, Section R312.2, is deleted.

406 ~~[(17)]~~ (20) IRC, Sections R313.1 through R313.2.1, are deleted and replaced with the
407 following: "R313.1 Design and installation. When installed, automatic residential fire
408 sprinkler systems for townhouses or one- and two-family dwellings shall be designed and
409 installed in accordance with Section P2904 or NFPA 13D."

410 (21) In IRC, Section R314.2.2, the words "or accessory dwelling units" are added after
411 the words "sleeping rooms".

412 (22) In IRC, Section R315.2.2, the words "or accessory dwelling units" are added after
413 the words "sleeping rooms".

414 ~~[(18)]~~ (23) In IRC, Section 315.3, the following words are added to the first sentence
415 after the word "installed": "on each level of the dwelling unit and."

416 ~~[(19)]~~ (24) In IRC, Section R315.5, a new exception, 3, is added as follows:

417 "3. Hard wiring of carbon monoxide alarms in existing areas shall not be required where the
418 alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing
419 the structure, unless there is an attic, crawl space or basement available which could provide
420 access for hard wiring, without the removal of interior finishes."

421 ~~[(20)]~~ (25) A new IRC, Section R315.7, is added as follows: " R315.7 Interconnection.
422 Where more than one carbon monoxide alarm is required to be installed within an individual
423 dwelling unit in accordance with Section R315.1, the alarm devices shall be interconnected in
424 such a manner that the actuation of one alarm will activate all of the alarms in the individual
425 unit. Physical interconnection of smoke alarms shall not be required where listed wireless
426 alarms are installed and all alarms sound upon activation of one alarm.

427 Exception: Interconnection of carbon monoxide alarms in existing areas shall not be required
428 where alterations or repairs do not result in removal of interior wall or ceiling finishes exposing
429 the structure, unless there is an attic, crawl space or basement available which could provide
430 access for interconnection without the removal of interior finishes."

431 ~~[(21)]~~ (26) In IRC, Section R317.1.5, the period is deleted and the following language

is added to the end of the paragraph: "or treated with a moisture resistant coating."

~~[(22)]~~ (27) In IRC, Section 326.1, the words "residential provisions of the" are added after the words "pools and spas shall comply with".

~~[(23)]~~ (28) In IRC, Section R403.1.6, a new Exception 3 is added as follows: "3. When anchor bolt spacing does not exceed 32 inches (813 mm) apart, anchor bolts may be placed with a minimum of two bolts per plate section located not less than 4 inches (102 mm) from each end of each plate section at interior bearing walls, interior braced wall lines, and at all exterior walls."

~~[(24)]~~ (29) In IRC, Section R403.1.6.1, a new exception is added at the end of Item 2 and Item 3 as follows: "Exception: When anchor bolt spacing does not exceed 32 inches (816 mm) apart, anchor bolts may be placed with a minimum of two bolts per plate section located not less than 4 inches (102 mm) from each end of each plate section at interior bearing walls, interior braced wall lines, and at all exterior walls."

~~[(25)]~~ (30) In IRC, Section R404.1, a new exception is added as follows: "Exception: As an alternative to complying with Sections R404.1 through R404.1.5.3, concrete and masonry foundation walls may be designed in accordance with IBC Sections 1807.1.5 and 1807.1.6 as amended in Section 1807.1.6.4 and Table 1807.1.6.4 under these rules."

~~[(26)]~~ (31) In IRC, Section R405.1, a new exception is added as follows: "Exception: When a geotechnical report has been provided for the property, a drainage system is not required unless the drainage system is required as a condition of the geotechnical report. The geological report shall make a recommendation regarding a drainage system."

Section 6. Section 15A-3-204 is amended to read:

15A-3-204. Amendments to Chapters 16 through 25 of IRC. *(effective 5/5/21)*

(1) In IRC, Section M1602.2, a new exception is added at the end of Item 6 as follows:
"Exception: The discharge of return air from an accessory dwelling unit into another dwelling unit, or into an accessory dwelling unit from another dwelling unit, is not prohibited."

(2) A new IRC, Section G2401.2, is added as follows: "G2401.2 Meter Protection.
Fuel gas services shall be in an approved location and/or provided with structures designed to

protect the fuel gas meter and surrounding piping from physical damage, including falling, moving, or migrating ice and snow. If an added structure is used, it must provide access for service and comply with the IBC or the IRC."

Section 7. Section 15A-3-206 is amended to read:

15A-3-206. Amendments to Chapters 36 through 44 and Appendix F of IRC. *(effective 5/5/21)*

(1) In IRC, Section E3601.6.2, a new exception is added as follows: "Exception: An occupant of an accessory dwelling unit is not required to have access to the disconnect serving the dwelling unit in which they reside."

[(1)] (2) In IRC, Section E3705.4.5, the following words are added after the word "assemblies": "with ungrounded conductors 10 AWG and smaller".

[(2)] (3) In IRC, Section E3901.9, the following exception is added:
"Exception: Receptacles or other outlets adjacent to the exterior walls of the garage, outlets adjacent to an exterior wall of the garage, or outlets in a storage room with entry from the garage may be connected to the garage branch circuit."

[(3)] (4) IRC, Section E3902.16 is deleted.

[(4)] (5) In Section E3902.17:

(a) following the word "Exception" the number "1." is added; and

(b) at the end of the section, the following sentences are added:

"2. This section does not apply for a simple move or an extension of a branch circuit or an outlet which does not significantly increase the existing electrical load. This exception does not include changes involving remodeling or additions to a residence."

[(5)] (6) IRC, Chapter 44, is amended by adding the following reference standard:

Standard reference number	Title	Referenced in code section number
USC-FCCCHR 10th Edition Manual of Cross Connection Control	Foundation for Cross-Connection Control and Hydraulic Research University of Southern California Kaprielian Hall 300 Los Angeles CA 90089-2531	Table P2902.3"

[(6)] (7) (a) When passive radon controls or portions thereof are voluntarily installed, the voluntary installation shall comply with Appendix F of the IRC.

(b) An additional inspection of a voluntary installation described in Subsection [(6)] (7)(a) is not required.

Section 8. Section 17-27a-505.5 is amended to read:

- 1016 Section 16. Effective date. *(effective 5/5/21)*
- 1017 (1) Except as provided in Subsection (2), this bill takes effect on May 5, 2021.
- 1018 (2) The actions affecting the following sections take effect on October 1, 2021:
- 1019 (a) Section 10-8-85.4;
- 1020 (b) Section 10-9a-530;
- 1021 (c) Section 17-27a-526;
- 1022 (d) Section 17-50-338;
- 1023 (e) Section 57-8a-209; and
- 1024 (f) Section 57-8a-218.

