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, April 7, 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. Officer Nuccitelli

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 17, 2021, work and regular meeting
4. Review Checks and Invoices: $115,581.61

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 Proclamation 2021-*01*; a proclamation designating April 30, 2021 as Arbor Day for the City of La Verkin.
2. Discussion and possible action to approve Ordinance No. 2021-*02*; an ordinance amending the City Zoning Map of and for the City of La Verkin, rezoning from Multiple Family Residential (R-3-6), to General Commercial (COMM), a 1.26-acre parcel with the Tax ID# LV-NVCP-2, located at 740 North State Street.
3. Discussion and possible action to approve Resolution R-2021-*11*; a resolution approving and adopting an Interlocal Cooperation Agreement supporting the renewed Mojave Desert Tortoise Incidental Take Permit issued to Washington County.
4. Discussion and possible action to approve Resolution R-2021-*12*; a resolution restricting the use of fireworks.
5. Discussion of the 2021 La Verkin City Scholarship applications.
6. Discussion on setting a joint work meeting with the Planning Commission to discuss accessory dwellings.

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:

Notice of Electronic or telephone participation:
NOTICE OF POSSIBLE ELECTRONIC OR TELEPHONIC PARTICIPATION One or more members of the City Council may participate electronically or telephonically pursuant to UCA 52-4-7.8

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 April 2, 2021.

Christy Ballard, City Recorder

La Verkin City
Invoice Register - 3/12/2021 to 4/1/2021 - All Invoices

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
RFD 100040883.	*Hayes, Michael	47977	3/23/2021	3/23/2021	$25.00			
					25.00	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040883 - *Hayes, Michael
Refund: 1000406	*Maher, Kimberly	47919	3/12/2021	3/12/2021	$4.33			
					4.33	511311	Accounts Receivable	Refund: 100040683 - *Maher, Kimberly
RFD 100040036.	^Clayton, Kent	47920	3/13/2021	3/13/2021	$155.08			
					155.08	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040036 - ^Clayton, Kent
RFD 100040760.	^Ramirez, Jaime	47953	3/16/2021	3/16/2021	$136.93			
					136.93	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040760 - ^Ramirez, Jaime
020121	ACCURATE CONCRETE INC	47951	3/16/2021	2/1/2021	$2,463.75			
PO# 3789					2,463.75	104510.470	Parks IMPACT FEES	Concrete work on south end of parking lot sidewalk
326916	ACE HARDWARE		3/18/2021	4/10/2021	$12.99			
					0.13	104160.250	Bldg EQUIPMENT OPERATING	
					1.56	104240.250	Inspect EQUIPMENT OPERATI	
					2.33	104410.250	Streets EQUIPMENT OPERATI	Electric tape
					0.13	104410.745	Streets STREET IMPROVEME	
					0.13	104510.250	Parks EQUIPMENT OPERATIN	
					5.98	516340.250	O&M EQUIPMENT OPERATIN	
					0.13	516340.450	O&M SYSTEMS MAINTENANC	
					0.78	536310.250	Irrigation EQUIPMENT OPERA	
					0.13	536310.450	Irrigation WATER MAIN REPAIR	
					1.56	556350.250	Drainage EQUIPMENT OPERA	
					0.13	556350.440	Drainage NEW SERVICES	
327001	ACE HARDWARE		3/31/2021	4/10/2021	$27.67			
					27.67	104510.250	Parks EQUIPMENT OPERATIN	Sprikler supplies
327017	ACE HARDWARE		3/23/2021	4/1/2021	($17.97)			
					-17.97	104510.250	Parks EQUIPMENT OPERATIN	Return repair supplies
327034	ACE HARDWARE		3/24/2021	4/10/2021	$25.98			
					25.98	104510.250	Parks EQUIPMENT OPERATIN	Tire slime
327106	ACE HARDWARE		3/31/2021	4/10/2021	$11.94			
					11.94	104210.250	Police EQUIPMENT OPERATIN	Keys
	Vendor Total:				**$60.61**			
PR031221-258	AFLAC	47979	3/17/2021	3/17/2021	$106.50			
					106.50	102224	Health Savings Acoount	AFLAC EE
PR032621-258	AFLAC	47979	3/31/2021	3/31/2021	$106.50			
					106.50	102224	Health Savings Acoount	AFLAC EE
	Vendor Total:				**$213.00**			
32975	ALPHA ENGINEERING CO	47980	3/24/2021	4/1/2021	$158.55			
					158.55	104410.745	Streets STREET IMPROVEME	100 S Main- 100 W survey
945034	ALSCO	47981	3/24/2021	4/1/2021	$52.87			
					0.53	104160.250	Bldg EQUIPMENT OPERATING	
					6.34	104240.250	Inspect EQUIPMENT OPERATI	
					9.52	104410.250	Streets EQUIPMENT OPERATI	
					0.53	104410.745	Streets STREET IMPROVEME	
					0.53	104510.250	Parks EQUIPMENT OPERATIN	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					24.32	516340.250	O&M EQUIPMENT OPERATIN	
					0.53	516340.450	O&M SYSTEMS MAINTENANC	
					3.17	536310.250	Irrigation EQUIPMENT OPERA	
					0.53	536310.450	Irrigation WATER MAIN REPAIR	
					6.34	556350.250	Drainage EQUIPMENT OPERA	
					0.53	556350.440	Drainage NEW SERVICES	
946102	ALSCO		3/24/2021	4/10/2021	$52.87			
					0.53	104160.250	Bldg EQUIPMENT OPERATING	
					6.34	104240.250	Inspect EQUIPMENT OPERATI	
					9.52	104410.250	Streets EQUIPMENT OPERATI	
					0.53	104410.745	Streets STREET IMPROVEME	
					0.53	104510.250	Parks EQUIPMENT OPERATIN	
					24.32	516340.250	O&M EQUIPMENT OPERATIN	
					0.53	516340.450	O&M SYSTEMS MAINTENANC	
					3.17	536310.250	Irrigation EQUIPMENT OPERA	
					0.53	536310.450	Irrigation WATER MAIN REPAIR	
					6.34	556350.250	Drainage EQUIPMENT OPERA	
					0.53	556350.440	Drainage NEW SERVICES	
947192	ALSCO		3/31/2021	4/10/2021	$52.87			
					0.53	104160.250	Bldg EQUIPMENT OPERATING	
					6.34	104240.250	Inspect EQUIPMENT OPERATI	
					9.52	104410.250	Streets EQUIPMENT OPERATI	
					0.53	104410.745	Streets STREET IMPROVEME	
					0.53	104510.250	Parks EQUIPMENT OPERATIN	
					24.32	516340.250	O&M EQUIPMENT OPERATIN	
					0.53	516340.450	O&M SYSTEMS MAINTENANC	
					3.17	536310.250	Irrigation EQUIPMENT OPERA	
					0.53	536310.450	Irrigation WATER MAIN REPAIR	
					6.34	556350.250	Drainage EQUIPMENT OPERA	
					0.53	556350.440	Drainage NEW SERVICES	
	Vendor Total:				**$158.61**			
Refund: 1000408	Ash Excavating	47955	3/18/2021	3/18/2021	$915.45			
					915.45	511311	Accounts Receivable	Refund: 100040815 - Ash Excavating
Refund: 1000373	Bleazard, John	47956	3/16/2021	3/16/2021	$178.55			
					178.55	511311	Accounts Receivable	Refund: 100037393 - Bleazard, John
210742521	CenturyLink	47983	3/23/2021	4/1/2021	$167.90			
					110.81	104210.290	Police TELEPHONE	Phone
					57.09	104230.290	Victims TELEPHONE	Phone
210743037	CenturyLink	47983	3/23/2021	4/1/2021	$315.72			
					83.40	104140.290	Admin TELEPHONE/COMMUNI	DSL
					107.87	516660.290	Admin TELEPHONE & COMMU	DSL
					60.67	536310.290	Irrigation TELEPHONE & COM	DSL
					63.78	556350.290	Drainage TELEPHONE & COM	DSL
949-0321	CenturyLink		3/30/2021	4/12/2021	$53.45			
					53.45	104253.280	Animal UTILITIES	DSL @ Animal shelter
979-0321	CenturyLink	47957	3/16/2021	3/25/2021	$73.05			
					73.05	536310.250	Irrigation EQUIPMENT OPERA	DSL @ Filter station
	Vendor Total:				**$610.12**			
032321 PO# 3851	Citi Cards		3/30/2021	4/10/2021	$44.85			
					44.85	104620.610	Comm COMMUNITY DEVELOP	Lunch with Derek & Luis

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
3525865	Citi Cards		3/30/2021	4/15/2021	$83.12			
PO# 3858					83.12	104510.480	Parks RAP Tax	Eggspert - Gameshow for Winter Fest
3725062	Citi Cards		3/23/2021	4/10/2021	$468.53			
PO# 3849					215.52	104140.240	Admin OFFICE EXPENSE, SUP	Printer Ink
					42.17	104140.310	Admin ATTORNEY/IN HOUSE	Office supplies
					131.19	516660.240	Admin OFFICE EXPENSE, SUP	Office supplies
					23.43	536310.240	Irrigation OFFICE EXPENSE, S	Office supplies
					56.22	556350.240	Drainage OFFICE EXPENSE, S	Office supplies
4401008	Citi Cards		3/30/2021	4/15/2021	$263.87			
PO# 3859					263.87	104510.480	Parks RAP Tax	FM Transmitter & Antenna for Movie Night
746829	Citi Cards		3/29/2021	4/15/2021	$671.43			
					6.71	104160.250	Bldg EQUIPMENT OPERATING	
					80.57	104240.250	Inspect EQUIPMENT OPERATI	
					120.86	104410.250	Streets EQUIPMENT OPERATI	
					6.71	104410.745	Streets STREET IMPROVEME	
					6.73	104510.250	Parks EQUIPMENT OPERATIN	
					308.86	516340.250	O&M EQUIPMENT OPERATIN	
					6.71	516340.450	O&M SYSTEMS MAINTENANC	
					40.29	536310.250	Irrigation EQUIPMENT OPERA	
					6.71	536310.450	Irrigation WATER MAIN REPAIR	
					80.57	556350.250	Drainage EQUIPMENT OPERA	
					6.71	556350.440	Drainage NEW SERVICES	
8073	Citi Cards		3/29/2021	4/10/2021	$49.00			
					49.00	104140.315	Admin COMPUTER EQUIPME	Web hosting
90975251	Citi Cards		3/18/2021	3/15/2021	$200.00			
PO# 3846					200.00	104140.230	Admin TRAVEL & TRAINING	Spring Managers Conference
	Vendor Total:				**$1,780.80**			
031221	Davis Food & Drug #4/Farmers Market	47958	3/15/2021	3/25/2021	$1.08			
					1.08	104510.250	Parks EQUIPMENT OPERATIN	hardware
031521	Davis Food & Drug #4/Farmers Market	47984	3/16/2021	4/1/2021	$73.98			
					73.98	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
031621	Davis Food & Drug #4/Farmers Market	47984	3/16/2021	4/1/2021	$7.99			
					7.99	104160.250	Bldg EQUIPMENT OPERATING	Ice melt
3152021	Davis Food & Drug #4/Farmers Market	47958	3/19/2021	3/25/2021	$11.94			
					11.94	104210.240	Police OFFICE EXPENSE, SUP	water
	Vendor Total:				**$94.99**			
3269-0321	Dominiom Energy		3/29/2021	4/10/2021	$221.32			
					110.66	104140.280	Admin UTILITIES	111 S Main Street
					110.66	104210.280	Police UTLITIES	111 S Main Street
9275-0321	Dominiom Energy		3/29/2021	4/10/2021	$24.18			
					24.18	104510.280	Parks UTILITIES	Cemetary shop
9924-0321	Dominiom Energy	47986	3/30/2021	3/19/2021	$264.48			
					264.48	104140.280	Admin UTILITIES	435 N Main street
	Vendor Total:				**$509.98**			
474120210401	EMI Health	47987	3/23/2021	4/1/2021	$1,640.03			
					1,640.03	101562	PEHP/AFLAC Insurance Clearin	Employee dental

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
033121	Empire Waste Services		3/30/2021	4/15/2021	$807.98			
					581.74	104140.280	Admin UTILITIES	
					202.00	516660.280	Admin UTILITIES	
					24.24	556350.250	Drainage EQUIPMENT OPERA	
156475	EXECUTECH	47959	3/12/2021	3/25/2021	$427.60			
					151.00	104140.315	Admin COMPUTER EQUIPME	Office 365
					114.55	104210.315	Police COMPUTER EQUIPMEN	Office 365
					16.05	104230.315	Victims COMPUTER EQUIPME	Office 365
					100.00	516660.315	Admin SOFTWARE OR INFOR	Office 365
					23.00	536310.315	IrrigationCOMPUTER EQUIPM	Office 365
					23.00	556350.315	Drainage SOFTWARE & COMP	Office 365
F2108E00756	FUEL NETWORK	47989	3/12/2021	4/1/2021	$1,666.23			
					7.14	104160.250	Bldg EQUIPMENT OPERATING	
					823.91	104210.250	Police EQUIPMENT OPERATIN	Fuel
					64.90	104230.300	Victims FUEL	Fuel
					85.65	104240.250	Inspect EQUIPMENT OPERATI	
					63.68	104253.250	Animal EQUIPMENT OPERATI	Fuel
					128.47	104410.250	Streets EQUIPMENT OPERATI	
					7.14	104410.745	Streets STREET IMPROVEME	
					7.14	104510.250	Parks EQUIPMENT OPERATIN	
					328.31	516340.250	O&M EQUIPMENT OPERATIN	
					7.14	516340.450	O&M SYSTEMS MAINTENANC	
					42.82	536310.250	Irrigation EQUIPMENT OPERA	
					7.14	536310.450	Irrigation WATER MAIN REPAIR	
					85.65	556350.250	Drainage EQUIPMENT OPERA	
					7.14	556350.440	Drainage NEW SERVICES	
381677	GENEVA PIPE		3/31/2021	4/15/2021	$432.57			
					432.57	556350.440	Drainage NEW SERVICES	Overlook frame and grate
11138-1	GREEN TREE LAWN & LANDSCAPE		3/29/2021	4/13/2021	$875.00			
					875.00	104510.250	Parks EQUIPMENT OPERATIN	Lawn mowing
7209330	Hamson, Nathan D	47990	3/29/2021	3/29/2021	$64.98			
					64.98	104510.610	Parks SPORTS	Facebook advertising for Kickball
032021	Health Equity	03172021	3/18/2021	3/18/2021	$15.75			
					4.50	104140.130	Admin EMPLOYEE BENEFITS	
					2.25	104210.130	Police EMPLOYEE BENEFITS	
					2.25	104230.130	Victims EMPLOYEE BENEFITS	
					6.75	516660.130	Admin EMPLOYEE BENEFITS	
PR031221-6099	Health Equity	03172021	3/17/2021	3/17/2021	$2,133.50			
					2,133.50	102224	Health Savings Acoount	PEHP Health Equity
PR032621-6099	Health Equity		3/31/2021	3/31/2021	$450.00			
					450.00	102224	Health Savings Acoount	PEHP Health Equity
	Vendor Total:				**$2,599.25**			
11-533	HURRICANE CITY WATER DEPT		3/30/2021	4/15/2021	$110.71			
					29.20	516660.440	Admin CONNECTION COSTS	Power Feb. 2021 @9%
					81.51	516660.440	Admin CONNECTION COSTS	Chlorine
90371	HURST'S TOTAL PEST CONTROL		3/29/2021	4/15/2021	$170.00			
					122.40	104140.280	Admin UTILITIES	
					42.50	516660.280	Admin UTILITIES	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					5.10	556350.250	Drainage EQUIPMENT OPERA	
21-024, 21-025	Interstate Homes	47991	3/30/2021	3/30/2021	$100.00			
					100.00	103221	Building Permits	Refund overpayment on 2-inspection fees
RFD 100040817.	Interstate Homes	47960	3/16/2021	3/16/2021	$181.95			
					181.95	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040817 - Interstate Homes
RFD 100040823.	Interstate Homes LLC	47992	3/25/2021	3/25/2021	$178.18			
					178.18	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040823 - Interstate Homes LLC
RFD 100040838.	Interstate Homes LLC	47993	3/29/2021	3/29/2021	$166.26			
					166.26	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040838 - Interstate Homes LLC
69846,69844,698 PO# 3856	INTERSTATE ROCK		3/30/2021	4/10/2021	$1,561.19			
					446.00	104510.470	Parks IMPACT FEES	Road Base
					760.00	104510.470	Parks IMPACT FEES	Ledgestone for PP Park (Invoice # 69846)
					121.33	104510.470	Parks IMPACT FEES	Roadbase (Invoice # 69844)
					114.73	104510.470	Parks IMPACT FEES	Road Base (Invoice # 69827)
					119.13	104510.470	Parks IMPACT FEES	Road Base (Invoice # 69820)
4776	JENSEN LOCKSMITHING	47961	3/19/2021	3/25/2021	$175.00			
					175.00	104253.270	Animal B&G OPERATIONS AN	Install commercial lever @ animal shelter
4785	JENSEN LOCKSMITHING	47961	3/19/2021	3/18/2021	$70.00			
					70.00	104160.250	Bldg EQUIPMENT OPERATING	Installing lock
	Vendor Total:				**$245.00**			
2289999126	Jensen, Jessica	47994	3/24/2021	4/1/2021	$87.56			
					87.56	104540.610	Rec MISCELLANEOUS EXPEN	2021 Sashes
04252021	JONES, COREY STEVEN		3/30/2021	4/15/2021	$152.50			
					152.50	104210.230	Police TRAVEL & TRAINING	EVO post cert.
2737	Keep It Green	47962	3/18/2021	3/16/2021	$578.00			
					418.00	104510.250	Parks EQUIPMENT OPERATIN	Monthly weed and fertilizer for parks and cemetery
					160.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetary
032321 PO# 3852	LaVerkin Elementary School	47995	3/30/2021	3/23/2021	$500.00			
					500.00	104620.610	Comm COMMUNITY DEVELOP	Jared Boren Scholarship
PR031221-147	LEGAL SHIELD	47996	3/17/2021	3/17/2021	$54.83			
					54.83	102225	Misc Payable	LegalShield
PR032621-147	LEGAL SHIELD	47996	3/31/2021	3/31/2021	$54.83			
					54.83	102225	Misc Payable	LegalShield
	Vendor Total:				**$109.66**			
EA1007815	Les Olson	47997	3/24/2021	4/1/2021	$267.77			
					89.04	104140.240	Admin OFFICE EXPENSE, SUP	
					108.94	104140.310	Admin ATTORNEY/IN HOUSE	
					49.62	516660.240	Admin OFFICE EXPENSE, SUP	
					3.39	536310.240	Irrigation OFFICE EXPENSE, S	
					16.78	556350.240	Drainage OFFICE EXPENSE, S	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
012621	MCMAHON, MACON L		3/16/2021	4/20/2021	$10.50			
					10.50	104210.230	Police TRAVEL & TRAINING	LE Administrative Assistant program 5-5-21
32059	My Fleet Center,	47998	3/19/2021	4/1/2021	$47.81			
					47.81	104210.450	Police VEHICLE MAINTANCE	2014 Ram oil change
32175	My Fleet Center,	47998	3/19/2021	4/1/2021	$42.68			
					42.68	104210.450	Police VEHICLE MAINTANCE	2016 Chevy truck- Oil change
	Vendor Total:				**$90.49**			
667880	NAPA AUTO PARTS	47999	3/18/2021	4/4/2021	$9.87			
					0.10	104160.250	Bldg EQUIPMENT OPERATING	
					1.18	104240.250	Inspect EQUIPMENT OPERATI	
					1.78	104410.250	Streets EQUIPMENT OPERATI	Connetors
					0.10	104410.745	Streets STREET IMPROVEME	
					0.10	104510.250	Parks EQUIPMENT OPERATIN	
					4.54	516340.250	O&M EQUIPMENT OPERATIN	
					0.10	516340.450	O&M SYSTEMS MAINTENANC	
					0.59	536310.250	Irrigation EQUIPMENT OPERA	
					0.10	536310.450	Irrigation WATER MAIN REPAIR	
					1.18	556350.250	Drainage EQUIPMENT OPERA	
					0.10	556350.440	Drainage NEW SERVICES	
667903	NAPA AUTO PARTS		3/19/2021	4/10/2021	$175.32			
					1.75	104160.250	Bldg EQUIPMENT OPERATING	
					21.04	104240.250	Inspect EQUIPMENT OPERATI	
					31.56	104410.250	Streets EQUIPMENT OPERATI	LED lights
					1.75	104410.745	Streets STREET IMPROVEME	
					1.76	104510.250	Parks EQUIPMENT OPERATIN	
					80.65	516340.250	O&M EQUIPMENT OPERATIN	
					1.75	516340.450	O&M SYSTEMS MAINTENANC	
					10.52	536310.250	Irrigation EQUIPMENT OPERA	
					1.75	536310.450	Irrigation WATER MAIN REPAIR	
					21.04	556350.250	Drainage EQUIPMENT OPERA	
					1.75	556350.440	Drainage NEW SERVICES	
668000	NAPA AUTO PARTS	47999	3/19/2021	4/1/2021	$17.68			
					0.18	104160.250	Bldg EQUIPMENT OPERATING	
					2.12	104240.250	Inspect EQUIPMENT OPERATI	
					3.17	104410.250	Streets EQUIPMENT OPERATI	Valve and connectors
					0.18	104410.745	Streets STREET IMPROVEME	
					0.18	104510.250	Parks EQUIPMENT OPERATIN	
					8.13	516340.250	O&M EQUIPMENT OPERATIN	
					0.18	516340.450	O&M SYSTEMS MAINTENANC	
					1.06	536310.250	Irrigation EQUIPMENT OPERA	
					0.18	536310.450	Irrigation WATER MAIN REPAIR	
					2.12	556350.250	Drainage EQUIPMENT OPERA	
					0.18	556350.440	Drainage NEW SERVICES	
668001	NAPA AUTO PARTS		3/19/2021	4/10/2021	$3.44			
					0.03	104160.250	Bldg EQUIPMENT OPERATING	
					0.41	104240.250	Inspect EQUIPMENT OPERATI	
					0.65	104410.250	Streets EQUIPMENT OPERATI	Grommet
					0.03	104410.745	Streets STREET IMPROVEME	
					0.03	104510.250	Parks EQUIPMENT OPERATIN	
					1.58	516340.250	O&M EQUIPMENT OPERATIN	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					0.03	516340.450	O&M SYSTEMS MAINTENANC	
					0.21	536310.250	Irrigation EQUIPMENT OPERA	
					0.03	536310.450	Irrigation WATER MAIN REPAIR	
					0.41	556350.250	Drainage EQUIPMENT OPERA	
					0.03	556350.440	Drainage NEW SERVICES	
668057	NAPA AUTO PARTS	47999	3/18/2021	4/1/2021	$5.19			
					0.05	104160.250	Bldg EQUIPMENT OPERATING	
					0.62	104240.250	Inspect EQUIPMENT OPERATI	
					0.95	104410.250	Streets EQUIPMENT OPERATI	Fuse kit
					0.05	104410.745	Streets STREET IMPROVEME	
					0.05	104510.250	Parks EQUIPMENT OPERATIN	
					2.39	516340.250	O&M EQUIPMENT OPERATIN	
					0.05	516340.450	O&M SYSTEMS MAINTENANC	
					0.31	536310.250	Irrigation EQUIPMENT OPERA	
					0.05	536310.450	Irrigation WATER MAIN REPAIR	
					0.62	556350.250	Drainage EQUIPMENT OPERA	
					0.05	556350.440	Drainage NEW SERVICES	
668059	NAPA AUTO PARTS	47999	3/19/2021	4/1/2021	$26.29			
					0.26	104160.250	Bldg EQUIPMENT OPERATING	
					3.15	104240.250	Inspect EQUIPMENT OPERATI	
					4.76	104410.250	Streets EQUIPMENT OPERATI	LED U80
					0.26	104410.745	Streets STREET IMPROVEME	
					0.26	104510.250	Parks EQUIPMENT OPERATIN	
					12.09	516340.250	O&M EQUIPMENT OPERATIN	
					0.26	516340.450	O&M SYSTEMS MAINTENANC	
					1.58	536310.250	Irrigation EQUIPMENT OPERA	
					0.26	536310.450	Irrigation WATER MAIN REPAIR	
					3.15	556350.250	Drainage EQUIPMENT OPERA	
					0.26	556350.440	Drainage NEW SERVICES	
668091	NAPA AUTO PARTS	47999	3/18/2021	4/1/2021	$26.55			
					0.27	104160.250	Bldg EQUIPMENT OPERATING	
					3.19	104240.250	Inspect EQUIPMENT OPERATI	
					4.75	104410.250	Streets EQUIPMENT OPERATI	fuse kit
					0.27	104410.745	Streets STREET IMPROVEME	
					0.27	104510.250	Parks EQUIPMENT OPERATIN	
					12.21	516340.250	O&M EQUIPMENT OPERATIN	
					0.27	516340.450	O&M SYSTEMS MAINTENANC	
					1.59	536310.250	Irrigation EQUIPMENT OPERA	
					0.27	536310.450	Irrigation WATER MAIN REPAIR	
					3.19	556350.250	Drainage EQUIPMENT OPERA	
					0.27	556350.440	Drainage NEW SERVICES	
668304	NAPA AUTO PARTS	47999	3/19/2021	4/1/2021	$27.50			
					0.28	104160.250	Bldg EQUIPMENT OPERATING	
					3.30	104240.250	Inspect EQUIPMENT OPERATI	
					4.92	104410.250	Streets EQUIPMENT OPERATI	2 Ton bottle jack, Hyd jack
					0.28	104410.745	Streets STREET IMPROVEME	
					0.28	104510.250	Parks EQUIPMENT OPERATIN	
					12.65	516340.250	O&M EQUIPMENT OPERATIN	
					0.28	516340.450	O&M SYSTEMS MAINTENANC	
					1.65	536310.250	Irrigation EQUIPMENT OPERA	
					0.28	536310.450	Irrigation WATER MAIN REPAIR	
					3.30	556350.250	Drainage EQUIPMENT OPERA	
					0.28	556350.440	Drainage NEW SERVICES	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
669261	NAPA AUTO PARTS		3/24/2021	4/10/2021	($22.49)			
					-0.22	104160.250	Bldg EQUIPMENT OPERATING	
					-2.70	104240.250	Inspect EQUIPMENT OPERATI	
					-4.07	104410.250	Streets EQUIPMENT OPERATI	
					-0.22	104410.745	Streets STREET IMPROVEME	
					-0.22	104510.250	Parks EQUIPMENT OPERATIN	
					-10.35	516340.250	O&M EQUIPMENT OPERATIN	
					-0.22	516340.450	O&M SYSTEMS MAINTENANC	
					-1.35	536310.250	Irrigation EQUIPMENT OPERA	
					-0.22	536310.450	Irrigation WATER MAIN REPAIR	
					-2.70	556350.250	Drainage EQUIPMENT OPERA	
					-0.22	556350.440	Drainage NEW SERVICES	
	Vendor Total:				**$269.35**			
RFD 100040735.	O'Mara, Heather	48000	3/25/2021	3/25/2021	$10.29			
					10.29	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040735 - O'Mara, Heather
Refund: 1000390	Olsen, Wayne & Caleen	47932	3/12/2021	3/12/2021	$85.03			
					85.03	511311	Accounts Receivable	Refund: 100039080 - Olsen, Wayne & Caleen
032021	PEHP		3/22/2021	4/9/2021	$21,722.38			
					21,722.38	101562	PEHP/AFLAC Insurance Clearin	Employee health insurance
39402	Personnel Evaluation Inc.- PEI	47965	3/19/2021	3/15/2021	$20.00			
					20.00	104210.230	Police TRAVEL & TRAINING	Web based PEP test- new hire
032021	PURCHASE POWER	48003	3/29/2021	3/3/2021	$503.50			
					226.58	104140.240	Admin OFFICE EXPENSE, SUP	
					60.42	104140.310	Admin ATTORNEY/IN HOUSE	
					130.91	516660.240	Admin OFFICE EXPENSE, SUP	
					30.18	536310.240	Irrigation OFFICE EXPENSE, S	
					55.41	556350.240	Drainage OFFICE EXPENSE, S	
1390	RESCUE PLUMBING LLC	47936	3/15/2021	3/20/2021	$345.00			
					345.00	104160.270	Bldg B&G OPERATION AND M	Men's toilet @ 435 N main
0016-0321	ROCKY MOUNTAIN POWER	48004	3/23/2021	4/1/2021	$133.14			
					133.14	104253.280	Animal UTILITIES	Power @ Animal control
0017-0321	ROCKY MOUNTAIN POWER	48004	3/23/2021	4/1/2021	$3,324.51			
					458.75	104140.280	Admin UTILITIES	111 S Main, 435 N Main
					93.58	104210.280	Police UTLITIES	111 S Main
					2,290.96	104410.280	Streets UTILITIES	Street lights
					144.06	104510.280	Parks UTILITIES	Parks
					318.36	516660.280	Admin UTILITIES	Water pump house
					18.80	536310.250	Irrigation EQUIPMENT OPERA	Filter Station power
0024-0321	ROCKY MOUNTAIN POWER	48004	3/23/2021	4/1/2021	$39.34			
					39.34	104510.280	Parks UTILITIES	Trailhead park
	Vendor Total:				**$3,496.99**			
6459635	SCHOLZEN PRODUCTS CO INC		3/16/2021	4/10/2021	$277.34			
					277.34	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
6547644 PO# 3853	SCHOLZEN PRODUCTS CO INC		3/30/2021	4/10/2021	$1,167.60			
					1,167.60	104510.470	Parks IMPACT FEES	12" Solid ADS Pipe
6548554	SCHOLZEN PRODUCTS CO INC	47968	3/15/2021	3/25/2021	$210.03			
					210.03	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
6548664	SCHOLZEN PRODUCTS CO INC	48005	3/15/2021	4/1/2021	$400.55			
					400.55	536310.450	Irrigation WATER MAIN REPAIR	Irrigation repair supplies
6548674	SCHOLZEN PRODUCTS CO INC	48005	3/15/2021	4/1/2021	$29.23			
					0.29	104160.250	Bldg EQUIPMENT OPERATING	
					3.51	104240.250	Inspect EQUIPMENT OPERATI	
					5.27	104410.250	Streets EQUIPMENT OPERATI	Shovel
					0.29	104410.745	Streets STREET IMPROVEME	
					0.29	104510.250	Parks EQUIPMENT OPERATIN	
					13.45	516340.250	O&M EQUIPMENT OPERATIN	
					0.29	516340.450	O&M SYSTEMS MAINTENANC	
					1.75	536310.250	Irrigation EQUIPMENT OPERA	
					0.29	536310.450	Irrigation WATER MAIN REPAIR	
					3.51	556350.250	Drainage EQUIPMENT OPERA	
					0.29	556350.440	Drainage NEW SERVICES	
6549085	SCHOLZEN PRODUCTS CO INC	47968	3/15/2021	3/25/2021	$185.54			
					185.54	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
6549549	SCHOLZEN PRODUCTS CO INC	47968	3/15/2021	3/25/2021	$426.00			
					426.00	104510.250	Parks EQUIPMENT OPERATIN	Maxi paw sprinklers, 40pc driver bit set
6549668	SCHOLZEN PRODUCTS CO INC	48005	3/16/2021	4/1/2021	$7.08			
					7.08	104510.250	Parks EQUIPMENT OPERATIN	PVC for Cemetary
6550463	SCHOLZEN PRODUCTS CO INC		3/19/2021	4/10/2021	$157.65			
					1.58	104160.250	Bldg EQUIPMENT OPERATING	
					18.92	104240.250	Inspect EQUIPMENT OPERATI	
					28.35	104410.250	Streets EQUIPMENT OPERATI	Repairs on VAC trailer
					1.58	104410.745	Streets STREET IMPROVEME	
					1.58	104510.250	Parks EQUIPMENT OPERATIN	
					72.52	516340.250	O&M EQUIPMENT OPERATIN	
					1.58	516340.450	O&M SYSTEMS MAINTENANC	
					9.46	536310.250	Irrigation EQUIPMENT OPERA	
					1.58	536310.450	Irrigation WATER MAIN REPAIR	
					18.92	556350.250	Drainage EQUIPMENT OPERA	
					1.58	556350.440	Drainage NEW SERVICES	
6550886	SCHOLZEN PRODUCTS CO INC		3/23/2021	4/10/2021	$48.44			
					0.48	104160.250	Bldg EQUIPMENT OPERATING	
					5.81	104240.250	Inspect EQUIPMENT OPERATI	
					8.75	104410.250	Streets EQUIPMENT OPERATI	Nylon sling
					0.48	104410.745	Streets STREET IMPROVEME	
					0.48	104510.250	Parks EQUIPMENT OPERATIN	
					22.28	516340.250	O&M EQUIPMENT OPERATIN	
					0.48	516340.450	O&M SYSTEMS MAINTENANC	
					2.91	536310.250	Irrigation EQUIPMENT OPERA	
					0.48	536310.450	Irrigation WATER MAIN REPAIR	
					5.81	556350.250	Drainage EQUIPMENT OPERA	
					0.48	556350.440	Drainage NEW SERVICES	
6551327	SCHOLZEN PRODUCTS CO INC		3/23/2021	4/10/2021	$252.00			
					252.00	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
6551450	SCHOLZEN PRODUCTS CO INC		3/23/2021	4/10/2021	$85.29			
					85.29	104510.250	Parks EQUIPMENT OPERATIN	Repair supplies for cemetary
6551609	SCHOLZEN PRODUCTS CO INC		3/23/2021	4/10/2021	$182.25			
					182.25	556350.440	Drainage NEW SERVICES	Concrete cut saw

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
6551994	SCHOLZEN PRODUCTS CO INC		3/24/2021	4/10/2021	$9.17			
					0.09	104160.250	Bldg EQUIPMENT OPERATING	
					1.10	104240.250	Inspect EQUIPMENT OPERATI	
					1.65	104410.250	Streets EQUIPMENT OPERATI	Dump truck
					0.09	104410.745	Streets STREET IMPROVEME	
					0.10	104510.250	Parks EQUIPMENT OPERATIN	
					4.22	516340.250	O&M EQUIPMENT OPERATIN	
					0.09	516340.450	O&M SYSTEMS MAINTENANC	
					0.55	536310.250	Irrigation EQUIPMENT OPERA	
					0.09	536310.450	Irrigation WATER MAIN REPAIR	
					1.10	556350.250	Drainage EQUIPMENT OPERA	
					0.09	556350.440	Drainage NEW SERVICES	
6552121	SCHOLZEN PRODUCTS CO INC		3/24/2021	4/10/2021	$106.00			
					106.00	556350.440	Drainage NEW SERVICES	rectangular tube
6552198	SCHOLZEN PRODUCTS CO INC		3/29/2021	4/10/2021	$14.16			
					14.16	104510.250	Parks EQUIPMENT OPERATIN	PVC for Cemetary
6552870	SCHOLZEN PRODUCTS CO INC		3/29/2021	4/10/2021	$37.00			
					37.00	104510.250	Parks EQUIPMENT OPERATIN	Funny pipe
6553947	SCHOLZEN PRODUCTS CO INC		3/31/2021	4/15/2021	$105.26			
					105.26	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
6554192	SCHOLZEN PRODUCTS CO INC		3/31/2021	4/15/2021	$43.52			
					43.52	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
	Vendor Total:				**$3,744.11**			
040621	SMITH, CHRISTOPHER	47969	3/16/2021	3/20/2021	$78.00			
					78.00	104210.230	Police TRAVEL & TRAINING	Outlaw Motorcycle gang training 4-6-21 to 4-8-21
4600190,461443	SPECTRUM	47939	3/15/2021	3/20/2021	$53.76			
					53.76	104140.220	Admin PUBLIC NOTICES	Public hearing, public notice
7323445665-003	STAPLES	48007	3/25/2021	3/1/2021	($15.92)			
					-15.92	104210.240	Police OFFICE EXPENSE, SUP	Refund on gloves
7323743682	STAPLES	48007	3/25/2021	3/1/2021	$131.93			
					62.01	104140.240	Admin OFFICE EXPENSE, SUP	
					15.83	104140.310	Admin ATTORNEY/IN HOUSE	
					34.30	516660.240	Admin OFFICE EXPENSE, SUP	
					6.60	536310.240	Irrigation OFFICE EXPENSE, S	Ink, paper
					13.19	556350.240	Drainage OFFICE EXPENSE, S	
	Vendor Total:				**$116.01**			
324239	STEAMROLLER COPIES		3/29/2021	4/15/2021	$24.00			
					24.00	104510.610	Parks SPORTS	Flyers for Kick ball
021921	STEVENS, SHERON	47971	3/18/2021	2/19/2021	$200.00			
					200.00	102331	Building/Park Rental deposit	Refund building rental deposit-per City roof leaking
115920	SUNRISE ENGINEERING INC	48008	3/24/2021	4/1/2021	$1,292.75			
					366.00	103691	Subdivision set up fee	Chaco Ridge
					479.00	103691	Subdivision set up fee	Cottonwood Hollow Subdivision
					228.75	103691	Subdivision set up fee	Overlook Subdivision slope stability
					219.00	516340.440	O&M NEW SERVICES	LaVerkin Misc

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
116185	SUNRISE ENGINEERING INC	48008	3/24/2021	4/5/2021	$870.00			
					870.00	516340.440	O&M NEW SERVICES	LaVerkin water improvement projects- Funding and Procurement
	Vendor Total:				**$2,162.75**			
4075	T HUNT STORAGE	47955	3/15/2021	3/11/2021	$130.00			
					130.00	104620.610	Comm COMMUNITY DEVELOP	Storage
13279	The Tire and Auto Center		3/31/2021	4/10/2021	$138.41			
					1.38	104160.250	Bldg EQUIPMENT OPERATING	
					16.61	104240.250	Inspect EQUIPMENT OPERATI	
					24.94	104410.250	Streets EQUIPMENT OPERATI	Trailer tire
					1.38	104410.745	Streets STREET IMPROVEME	
					1.38	104510.250	Parks EQUIPMENT OPERATIN	
					63.67	516340.250	O&M EQUIPMENT OPERATIN	
					1.38	516340.450	O&M SYSTEMS MAINTENANC	
					8.30	536310.250	Irrigation EQUIPMENT OPERA	
					1.38	536310.450	Irrigation WATER MAIN REPAIR	
					16.61	556350.250	Drainage EQUIPMENT OPERA	
					1.38	556350.440	Drainage NEW SERVICES	
RFD 100040418.	Thompson, Jennifer	47956	3/15/2021	3/15/2021	$98.70			
					98.70	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040418 - Thompson, Jennifer
04012021	U.S. POSTAL SERVICE	48014	4/1/2021	4/1/2021	$474.08			
					215.34	104140.240	Admin OFFICE EXPENSE, SUP	
					56.89	104140.310	Admin ATTORNEY/IN HOUSE	
					123.74	516660.240	Admin OFFICE EXPENSE, SUP	
					28.70	536310.240	Irrigation OFFICE EXPENSE, S	
					49.41	556350.240	Drainage OFFICE EXPENSE, S	
26855 PO# 3845	Utah Barricade Company	48009	3/18/2021	4/1/2021	$589.98			
					589.98	104510.480	Parks RAP Tax	Signs for La Verkin Overlook
26935	Utah Barricade Company		3/24/2021	4/10/2021	$220.60			
					220.60	104410.745	Streets STREET IMPROVEME	Signs
	Vendor Total:				**$810.58**			
7345-2020-21-60	Utah Department of Public Safety	47974	3/19/2021	3/25/2021	$475.00			
					475.00	104210.410	Police DAT/INVESTIGATION/DI	Active employees Surviving spouse trust fund
PR031221-501	UTAH RETIREMENT SYSTEMS	03172021	3/17/2021	3/17/2021	$9,244.80			
					925.52	102223	Retirement Payable	401k
					8,019.28	102223	Retirement Payable	Retirement
					300.00	102223	Retirement Payable	Roth IRA
PR032621-501	UTAH RETIREMENT SYSTEMS		3/31/2021	3/31/2021	$9,531.32			
					928.36	102223	Retirement Payable	401k
					8,302.96	102223	Retirement Payable	Retirement
					300.00	102223	Retirement Payable	Roth IRA
	Vendor Total:				**$18,776.12**			
PR031221-449	Utah State Tax Commission	48010	3/17/2021	3/17/2021	$1,977.75			
					1,977.75	102222	State Witholding	State Income Tax
PR032621-449	Utah State Tax Commission	48010	3/31/2021	3/31/2021	$1,967.55			
					1,967.55	102222	State Witholding	State Income Tax

Invoice No.	Vendor Vendor Total:	Check No.	Input Date	Due Date	Amount $3,945.30	Account No.	Account Name.	Description
2021	Utah Water Users Association		3/30/2021	4/15/2021	$100.00			
					100.00	516660.230	Admin TRAVEL & TRAINING	Membership dues
9875460528	VERIZON WIRELESS	48011	3/23/2021	4/1/2021	$875.75			
					104.88	104140.290	Admin TELEPHONE/COMMUNI	
					280.74	104210.290	Police TELEPHONE	
					42.62	104230.290	Victims TELEPHONE	
					91.90	104253.250	Animal EQUIPMENT OPERATI	
					258.17	516660.290	Admin TELEPHONE & COMMU	
					49.19	536310.290	Irrigation TELEPHONE & COM	
					48.25	556350.290	Drainage TELEPHONE & COM	
14702	WCWCD	48013	3/16/2021	3/30/2021	$6,743.70			
					6,743.70	516660.440	Admin CONNECTION COSTS	Residential connections Feb. 2021
10012501	Wiser, Gaye Lynne	47958	3/15/2021	3/15/2021	$6,000.00			
					6,000.00	104620.610	Comm COMMUNITY DEVELOP	Buying 3 shares Secondary water
5161272-0321	ZIONS BANK- TRUST OPERATIONS	47959	3/15/2021	3/20/2021	$1,750.00			
					1,750.00	304711.830	Paying agent fees S2006 - S201	Corp Trust Trustee Admin Fee
02012021	ZIONS FIRST NATIONAL BANK CC	3192021	3/19/2021	3/1/2021	$88.95			
					88.95	104210.315	Police COMPUTER EQUIPMEN	Dome camera
020121	ZIONS FIRST NATIONAL BANK CC	3192021	3/19/2021	2/15/2021	$41.48			
					0.41	104160.250	Bldg EQUIPMENT OPERATING	
					4.98	104240.250	Inspect EQUIPMENT OPERATI	
					7.49	104410.250	Streets EQUIPMENT OPERATI	
					0.41	104410.745	Streets STREET IMPROVEME	
					0.41	104510.250	Parks EQUIPMENT OPERATIN	
					19.08	516340.250	O&M EQUIPMENT OPERATIN	
					0.41	516340.450	O&M SYSTEMS MAINTENANC	
					2.49	536310.250	Irrigation EQUIPMENT OPERA	
					0.41	536310.450	Irrigation WATER MAIN REPAIR	
					4.98	556350.250	Drainage EQUIPMENT OPERA	
					0.41	556350.440	Drainage NEW SERVICES	
02132021	ZIONS FIRST NATIONAL BANK CC	3192021	3/18/2021	2/13/2021	$15.45			
					15.45	104140.315	Admin COMPUTER EQUIPME	Screencloud
02192021	ZIONS FIRST NATIONAL BANK CC	3192021	3/24/2021	3/10/2021	$10.20			
					10.20	104253.250	Animal EQUIPMENT OPERATI	Foreign tran fee
021921	ZIONS FIRST NATIONAL BANK CC	3192021	3/24/2021	3/10/2021	$125.00			
					125.00	516660.210	Admin BOOKS, SUBCRIPTION	Cross connection annual fee-Max
03082021	ZIONS FIRST NATIONAL BANK CC		3/15/2021	4/1/2021	$150.00			
					1.50	104160.250	Bldg EQUIPMENT OPERATING	
					18.00	104240.250	Inspect EQUIPMENT OPERATI	
					27.00	104410.250	Streets EQUIPMENT OPERATI	Crew boots
					1.50	104410.745	Streets STREET IMPROVEME	
					1.50	104510.250	Parks EQUIPMENT OPERATIN	
					69.00	516340.250	O&M EQUIPMENT OPERATIN	
					1.50	516340.450	O&M SYSTEMS MAINTENANC	
					9.00	536310.250	Irrigation EQUIPMENT OPERA	
					1.50	536310.450	Irrigation WATER MAIN REPAIR	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					18.00	556350.250	Drainage EQUIPMENT OPERA	
					1.50	556350.440	Drainage NEW SERVICES	
032521	ZIONS FIRST NATIONAL BANK CC		3/25/2021	4/10/2021	$39.89			
					39.89	104111.250	Council EQUIPMENT OPERATI	Lunch meeting w/Mayor
05056	ZIONS FIRST NATIONAL BANK CC		3/19/2021	4/1/2021	$412.00			
					412.00	104210.230	Police TRAVEL & TRAINING	Macon- Administrative assistant course
16776	ZIONS FIRST NATIONAL BANK CC		3/15/2021	4/1/2021	$499.96			
					499.96	104510.610	Parks SPORTS	bases, home plate, pitcher rubber,double firstsave
2008241021048	ZIONS FIRST NATIONAL BANK CC		3/29/2021	4/10/2021	$552.90			
					5.53	104160.250	Bldg EQUIPMENT OPERATING	
					66.35	104240.250	Inspect EQUIPMENT OPERATI	
					99.52	104410.250	Streets EQUIPMENT OPERATI	Computer for shop
					5.53	104410.745	Streets STREET IMPROVEME	
					5.53	104510.250	Parks EQUIPMENT OPERATIN	
					254.33	516340.250	O&M EQUIPMENT OPERATIN	
					5.53	516340.450	O&M SYSTEMS MAINTENANC	
					33.17	536310.250	Irrigation EQUIPMENT OPERA	
					5.53	536310.450	Irrigation WATER MAIN REPAIR	
					66.35	556350.250	Drainage EQUIPMENT OPERA	
					5.53	556350.440	Drainage NEW SERVICES	
21021	ZIONS FIRST NATIONAL BANK CC	3192021	3/19/2021	3/1/2021	$170.71			
					112.67	104210.290	Police TELEPHONE	Phone
					58.04	104230.290	Victims TELEPHONE	Phone
2152267	ZIONS FIRST NATIONAL BANK CC	3192021	3/19/2021	3/1/2021	$66.00			
					66.00	104210.240	Police OFFICE EXPENSE, SUP	Tray for counter
233-44	ZIONS FIRST NATIONAL BANK CC		3/19/2021	4/1/2021	$140.10			
					140.10	104210.230	Police TRAVEL & TRAINING	Hotel for Training Apr6-8
3597826	ZIONS FIRST NATIONAL BANK CC	3192021	3/19/2021	3/1/2021	$26.94			
					26.94	104253.610	Animal MISC SUPPLIES	phone screen protector
5098601	ZIONS FIRST NATIONAL BANK CC	3192021	3/19/2021	3/1/2021	$17.98			
					17.98	104210.260	Police STATE LIQUOR	memory cards
9486601	ZIONS FIRST NATIONAL BANK CC	3192021	3/19/2021	3/1/2021	$125.73			
					125.73	104210.260	Police STATE LIQUOR	Canon powershot
	Vendor Total:				**$2,483.29**			
PR031221-234	ZIONS FIRST NATIONAL BANK.	03172021	3/17/2021	3/17/2021	$9,661.37			
					5,541.74	102221	FICA & FWT Witholding	Social Security Tax
					1,296.02	102221	FICA & FWT Witholding	Medicare Tax
					2,823.61	102221	FICA & FWT Witholding	Federal Income Tax
PR032621-234	ZIONS FIRST NATIONAL BANK.		3/31/2021	3/31/2021	$9,798.98			
					5,683.72	102221	FICA & FWT Witholding	Social Security Tax
					1,329.24	102221	FICA & FWT Witholding	Medicare Tax
					2,786.02	102221	FICA & FWT Witholding	Federal Income Tax
	Vendor Total:				**$19,460.35**			
			Total:		**$115,581.61**			

GL Account Summary

23,362.41	101562	PEHP/AFLAC Insurance Clearin
19,460.35	102221	FICA & FWT Witholding
3,945.30	102222	State Witholding

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					18,776.12	102223	Retirement Payable	
					2,796.50	102224	Health Savings Acoount	
					109.66	102225	Misc Payable	
					200.00	102331	Building/Park Rental deposit	
					100.00	103221	Building Permits	
					1,073.75	103691	Subdivision set up fee	
					39.89	104111.250	Council EQUIPMENT OPERATI	
					4.50	104140.130	Admin EMPLOYEE BENEFITS	
					53.76	104140.220	Admin PUBLIC NOTICES	
					200.00	104140.230	Admin TRAVEL & TRAINING	
					808.49	104140.240	Admin OFFICE EXPENSE, SUP	
					1,538.03	104140.280	Admin UTILITIES	
					188.28	104140.290	Admin TELEPHONE/COMMUNI	
					284.25	104140.310	Admin ATTORNEY/IN HOUSE	
					215.45	104140.315	Admin COMPUTER EQUIPME	
					107.52	104160.250	Bldg EQUIPMENT OPERATING	
					345.00	104160.270	Bldg B&G OPERATION AND M	
					2.25	104210.130	Police EMPLOYEE BENEFITS	
					813.10	104210.230	Police TRAVEL & TRAINING	
					62.02	104210.240	Police OFFICE EXPENSE, SUP	
					835.85	104210.250	Police EQUIPMENT OPERATIN	
					143.71	104210.260	Police STATE LIQUOR	
					204.24	104210.280	Police UTLITIES	
					504.22	104210.290	Police TELEPHONE	
					203.50	104210.315	Police COMPUTER EQUIPMEN	
					475.00	104210.410	Police DAT/INVESTIGATION/DI	
					90.49	104210.450	Police VEHICLE MAINTANCE	
					2.25	104230.130	Victims EMPLOYEE BENEFITS	
					157.75	104230.290	Victims TELEPHONE	
					64.90	104230.300	Victims FUEL	
					16.05	104230.315	Victims COMPUTER EQUIPME	
					354.39	104240.250	Inspect EQUIPMENT OPERATI	
					165.78	104253.250	Animal EQUIPMENT OPERATI	
					175.00	104253.270	Animal B&G OPERATIONS AN	
					186.59	104253.280	Animal UTILITIES	
					26.94	104253.610	Animal MISC SUPPLIES	
					531.66	104410.250	Streets EQUIPMENT OPERATI	
					2,290.96	104410.280	Streets UTILITIES	
					408.68	104410.745	Streets STREET IMPROVEME	
					1,928.86	104510.250	Parks EQUIPMENT OPERATIN	
					207.58	104510.280	Parks UTILITIES	
					160.00	104510.410	Parks CEMETARY IMPROVEM	
					5,192.54	104510.470	Parks IMPACT FEES	
					936.97	104510.480	Parks RAP Tax	
					588.94	104510.610	Parks SPORTS	
					87.56	104540.610	Rec MISCELLANEOUS EXPEN	
					6,674.85	104620.610	Comm COMMUNITY DEVELOP	
					97,101.89		**Total**	
					1,750.00	304711.830	Paying agent fees S2006 - S201	
					1,183.36	511311	Accounts Receivable	
					952.39	512330	Turn on Fee/Renter Deposit	
					1,358.55	516340.250	O&M EQUIPMENT OPERATIN	
					1,089.00	516340.440	O&M NEW SERVICES	
					29.53	516340.450	O&M SYSTEMS MAINTENANC	
					6.75	516660.130	Admin EMPLOYEE BENEFITS	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					125.00	516660.210	Admin BOOKS, SUBCRIPTION	
					100.00	516660.230	Admin TRAVEL & TRAINING	
					469.76	516660.240	Admin OFFICE EXPENSE, SUP	
					562.86	516660.280	Admin UTILITIES	
					366.04	516660.290	Admin TELEPHONE & COMMU	
					100.00	516660.315	Admin SOFTWARE OR INFOR	
					6,854.41	516660.440	Admin CONNECTION COSTS	
					13,197.65		**Total**	
					92.30	536310.240	Irrigation OFFICE EXPENSE, S	
					269.04	536310.250	Irrigation EQUIPMENT OPERA	
					109.86	536310.290	Irrigation TELEPHONE & COM	
					23.00	536310.315	IrrigationCOMPUTER EQUIPM	
					1,577.75	536310.450	Irrigation WATER MAIN REPAIR	
					2,071.95		**Total**	
					191.01	556350.240	Drainage OFFICE EXPENSE, S	
					383.73	556350.250	Drainage EQUIPMENT OPERA	
					112.03	556350.290	Drainage TELEPHONE & COM	
					23.00	556350.315	Drainage SOFTWARE & COMP	
					750.35	556350.440	Drainage NEW SERVICES	
					1,460.12		**Total**	
					$115,581.61		**GL Account Summary Total**	

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PROCLAMATION NO. 2021-___

PROCLAMATION OF THE MAYOR OF THE CITY OF LaVERKIN

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

- Is now observed throughout the nation and the world, and
- Since 1970, has—by Presidential Proclamation—been observed as National Arbor Day on the last Friday in April, and
- Is celebrated by and in the State of Utah on the last Friday in April; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees—wherever they are planted—are a source of joy and spiritual renewal; and

WHEREAS, the Mayor and City Council deem the planting and protection of trees in this community to be a laudable and important public interest; in furtherance of the peace, health, safety, and welfare of the residents of this community; and consistent with the City's proud heritage and longtime designation/honor as a Tree City USA.

THEREFORE, BE IT RESOLVED AND KNOWN that I, **RICHARD M. HIRSCHI,** Mayor of the City of LaVerkin, Utah, and with the support of the LaVerkin City Council, **DO HEREBY --**

- **SET ASIDE, DESIGNATE AND PROCLAIM April 30, 2021,** as **"ARBOR DAY"** in the City of LaVerkin, Utah, and
- Encourage the observance Arbor Day on the last Friday in April of each year; and
- Urge all citizens:
  - to support efforts to protect our trees and woodlands, and
  - to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED this _____ day of _____, 2021.

_____
RICHARD M. HIRSCHI, Mayor

ATTEST:

_____
CHRISTY BALLARD, City Recorder

ORDINANCE N0. 2021-___

AN ORDINANCE AMENDING THE ZONING MAP OF AND FOR THE CITY OF LaVERKIN, UTAH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the *City Zoning Map* of and for the City of LaVerkin, was adopted January 17, 2007; and

WHEREAS, Section 10-2-9 of the *LaVerkin City Code* provides the legal support and procedural requirements for a change in any zoning district or districts within the city limits of the LaVerkin; and

WHEREAS, an application for a re-zone has been submitted to the Planning Commission and City Council—for review and recommendation and/or action, as per the requirements, provisions, and procedures of the aforesaid section—for and concerning a certain parcel of property, currently zoned as *Multi-family Residential* (R-3-6), located in the northwestern quadrant of the City, situated along State Street (State Route 17, or SR-17), south of the intersection of 740 North and between SR-17 and 195 West; known on the County land records as **Parcel Number / Tax I.D. Number LV-NVCP-2**, visually depicted in **Exhibit A** hereto; and legally described as follows:

> BEGINNING at the Southwest Corner of Section 13, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 88°14'27" East, along the Section line 483.65 feet to a point on the Southerly Right of Way line of Highway U-17, said point being on the arc of a 1387.219 foot radius curve with radius line bearing South 78°49'35" West; thence Northwesterly along the arc of said curve, 687.49 feet thru a central angle of 28°23'42"; thence North 39°34'07" West 298.67 feet; thence South 6°18'06" West 834.50 feet to a point on the South Boundary line of Section 14, said Township and Range; thence South 89°30'36" East, along said Section line, 90.00 feet, to the point of beginning.

WHEREAS, said petition requests that such parcel be re-zoned as *General Commercial* (C); and

WHEREAS, late last year (2020), said Parcel was re-zoned as *Multi-family Residential* (R-3-6) [from *General Commercial* (C)] in anticipation of a housing development that was then planned for said Parcel, but which never materialized; and

WHEREAS, there is a lengthy history of said Parcel (prior to that time) being zoned *General Commercial* (C), and said Parcel abuts a State highway, is in the immediate vicinity of a Head Start school (to the extent that such constitutes a commercial use), and is situated across the street from a proposed commercial node anticipated and/or planned for the opposite side of SR-17, and is therefore consistent with current and planned commercial uses for the immediate area; and

DRAFT

ORDINANCE N0. 2021-___

AN ORDINANCE AMENDING THE ZONING MAP OF AND FOR THE CITY OF LaVERKIN, UTAH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the *City Zoning Map* of and for the City of LaVerkin, was adopted January 17, 2007; and

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WHEREAS, an application for a re-zone has been submitted to the Planning Commission and City Council—for review and recommendation and/or action, as per the requirements, provisions, and procedures of the aforesaid section—for and concerning a certain parcel of property, currently zoned as *Multi-family Residential* (R-3-6), located in the northwestern quadrant of the City, situated along State Street (State Route 17, or SR-17), south of the intersection of 740 North and between SR-17 and 195 West; known on the County land records as **Parcel Number / Tax I.D. Number LV-NVCP-2**, visually depicted in **Exhibit A** hereto; and legally described as follows:

> BEGINNING at the Southwest Corner of Section 13, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 88°14'27" East, along the Section line 483.65 feet to a point on the Southerly Right of Way line of Highway U-17, said point being on the arc of a 1387.219 foot radius curve with radius line bearing South 78°49'35" West; thence Northwesterly along the arc of said curve, 687.49 feet thru a central angle of 28°23'42"; thence North 39°34'07" West 298.67 feet; thence South 6°18'06" West 834.50 feet to a point on the South Boundary line of Section 14, said Township and Range; thence South 89°30'36" East, along said Section line, 90.00 feet, to the point of beginning.

WHEREAS, said petition requests that such parcel be re-zoned as *General Commercial* (C); and

WHEREAS, until late last year (2020), said Parcel was re-zoned as *Multi-family Residential* (R-3-6) [from *General Commercial* (C)] in anticipation of a housing development that was then planned for said Parcel, but which never materialized; and

WHEREAS, there is a lengthy history of said Parcel being zoned *General Commercial* (C), and said Parcel abuts a State highway, is in the immediate vicinity of a Head Start school (to the extent that such constitutes a commercial use), and is situated across the street from a proposed commercial node anticipated and/or planned for the opposite side of SR-17, and is therefore consistent with current and planned commercial uses for the immediate area; and

DRAFT

ORDINANCE N0. 2021-___

WHEREAS, a public hearing was duly advertised ("noticed up") and held on the 24th day of March, 2021, and public input was taken with regards to the abovementioned application; and

WHEREAS, upon consideration of said public input and further discussion of the members of the Planning Commission, the Planning Commission recommended that the City Council approve the requested zone change as herein set forth; and

WHEREAS, the City Council, having considered the matter, deems the proposed re-zone (*i.e.,* the amendment to the City Zoning Map as set forth herein)—and the proposed use that such a re-zone will permit and/or facilitate—to be in the best interests of the City and its residents, guests, and businesses.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF LaVERKIN, UTAH:

SECTION I: ZONE CHANGES APPROVED.

That the proposed re-zone of the hereinabove-described parcel of property (known on the County land records as **Parcel Number / Tax I.D. Number LV-NVCP-2**)—from *Multi-family Residential* (R-3-6) to *General Commercial* (C)—is hereby **approved**.

SECTION II: MAP AMENDED.

A. That the *City Zoning Map* of and for the City of LaVerkin is amended to reflect the zone change approved herein and the portions of the map not amended shall continue with their current zoning designations as shown on the map.

B. That, when hereafter updated, the *City Zoning Map* will be revised to show the zone change approved herein; *provided that,* no such updating shall be required simply as a result of the adoption of this Ordinance.

SECTION III: OFFICIAL MAP.

That the map as amended herein is and shall be the official zoning map for the City of LaVerkin (*i.e., City Zoning Map*).

DRAFT

ORDINANCE N0. 2021-___

SECTION IV: REPEAL OF CONFLICTING PROVISIONS.

That all ordinances or resolutions, or parts or provisions thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent that they conflict herewith.

SECTION V: SEVERABILITY.

That the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION VI: EFFECTTVE DATE.

That, in the opinion of the City Council of LaVerkin City, it is necessary for the preservation of the peace, welfare, health, and safety of the inhabitants of LaVerkin City that this Ordinance take effect as soon as possible. This Ordinance, therefore, shall take effect immediately upon its passage and first publication as provided by law.

PASSED AND ADOPTED by the City Council of LaVerkin City this _____ day of_____, 2021.

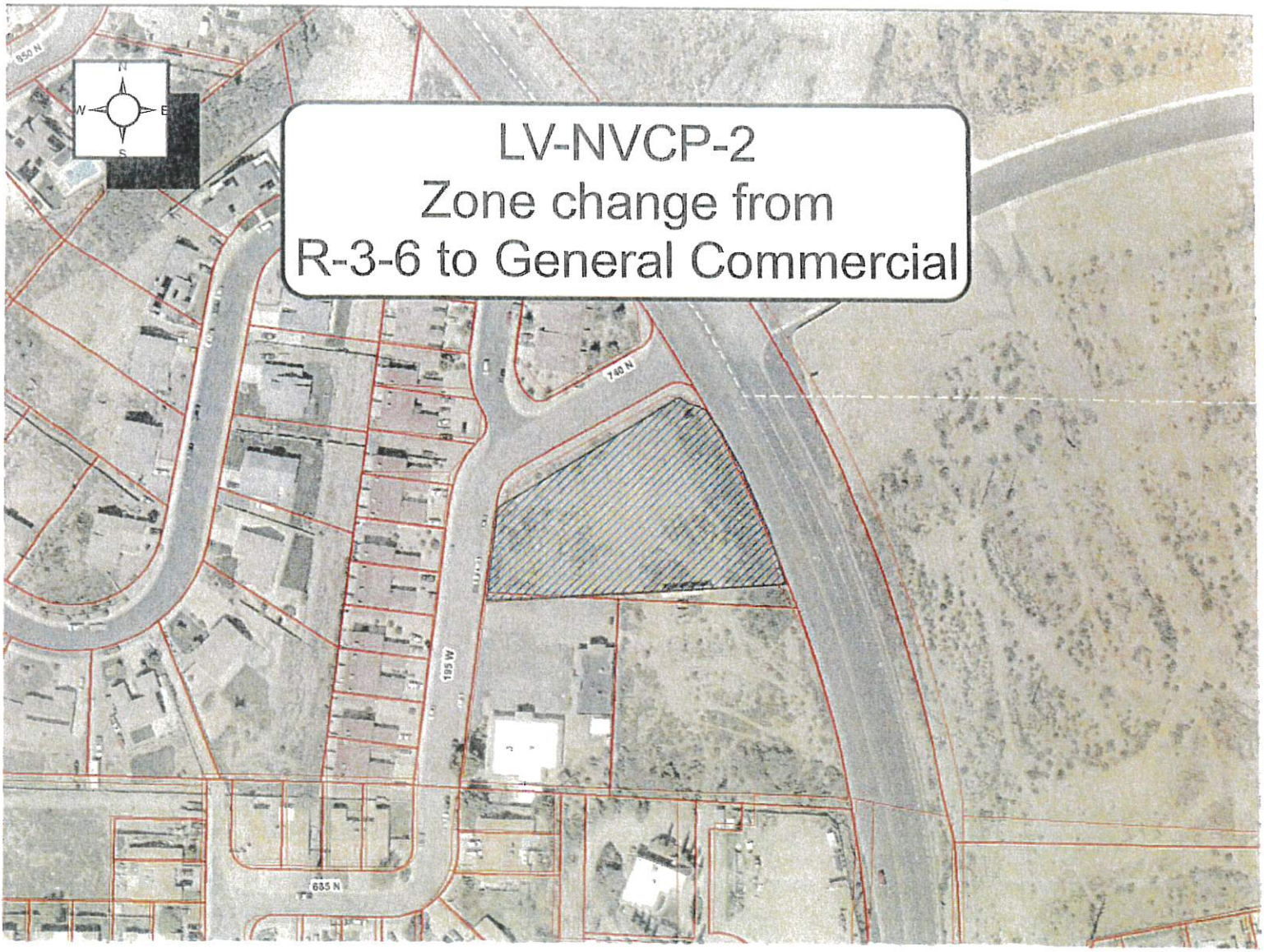
_____
RICHARD M. HIRSCHI, Mayor

ATTEST:

_____
CHRISTY BALLARD, City Recorder

Exhibit A

(*see attached map*)



PARCEL (A)

BEGINNING at the Southwest Corner of Section 13, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 88°14'37" East, along the Section line 483.65 feet to a point on the Southerly Right of Way line of Highway U-67, said point being on the arc of a 1337.219 foot radius curve with radius line bearing South 72°49'35" West; thence Northwesterly along the arc of said curve, 657.45 feet thru a central angle of 28°10'42"; thence North 35°[illegible]" West 293.67 feet; thence South 6°16'05" West 834.50 feet to a point on the South Boundary line of Section 14, said Township and Range; thence South 89°38'36" East, along said Section line, 90.00 feet, to the point of beginning.

DRAFT

LaVerkin City

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

KYLE GUBLER
CITY ADMINISTRATOR

RICHARD M. HIRSCHI
MAYOR

Resolution No. R-2021-___

A RESOLUTION APPROVING AND ADOPTING THE FIRST AMENDED INTERLOCAL AGREEMENT SUPPORTING THE RENEWED MOJAVE DESERT TORTOISE INCIDENTAL TAKE PERMIT ISSUED TO WASHINGTON COUNTY

WHEREAS, the Mojave desert tortoise was listed as threatened and protected under the U.S. Endangered Species Act in 1990; and

WHEREAS, through an interlocal agreement dated May 16, 2006, LaVerkin City ("the City") agreed to support the ***1996 Mojave Desert Tortoise Incidental Take Permit*** issued to Washington County("the County") by the U.S. Fish and Wildlife Service (USFWS) and the ***1995 Washington County Habitat Conservation Plan (1995 Plan)*** that provided the regulatory basis for the issuance of the 1996 Permit; in return for the City's support, property owners within its municipal boundary received the full protections of the 1996 Permit and were able to put their property to beneficial use even if desert tortoises were present; and

WHEREAS, the County applied to renew the 1996 Permit in 2015 and the USFWS is in the final stages of processing the renewal application; and

WHEREAS, if issued, the renewed permit (2021 Permit) will last for 25 years (unless renewed or amended); and

WHEREAS, in support of the permit renewal application, the County has prepared and submitted an ***Updated and Amended Habitat Conservation Plan (2020 Plan)***; and

WHEREAS, an integral part of the City's support is the ongoing collection of an endangered species impact fee; and

WHEREAS, the City has been collecting said fee, which fee currently is codified and set forth in Section 9-2-3 of ***The LaVerkin City Code*** (LVCC), and consists of two components (a set per-acre fee and a percentage impact fee); and

WHEREAS, it is proposed that the first component of said fee be eliminated and the second component continued (as previously adopted) under the ***First Amended Interlocal Agreement Supporting the Renewed Mojave Desert Tortoise Incidental Take Permit Issued to Washington County*** ("the Amended Agreement" or "the proposed Amended Agreement"), a copy of which is attached hereto as **Exhibit A**, which has been prepared by Washington County and presented to the City for review, consideration, and action to approve[1]; and

---

[1] If the proposed Amended Agreement is approved by the City and County, Section 9-2-3 should be amended to reflect the elimination of the first component of the endangered species impact fee.

DRAFT

Resolution No. R-2021-___

WHEREAS, it is necessary and prudent that the City and County work together in a mutually-beneficial matter to provide the requisite protection to the landowners within the City's municipal boundaries, and on other matters of joint interest and concern; and

WHEREAS, the City and the County have a positive and lengthy history of working together to accomplish ends beneficial to each; and

WHEREAS, relevant Staff of the City have reviewed the proposed Amended and have found it be reasonable, workable, and in the best interests of the City, and indicate their support and recommend its approval by the City Council; and

WHEREAS, it appears that the proposed Amended 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 Amended Agreement appear consistent with the purposes and intent of the ICA, as set forth in said Act; and

WHEREAS, having reviewed the same, the City Council affirms and declares that it is of the considered opinion and determination that participation in and approval / adoption of the proposed Amended Agreement are in the best interests of the City and its residents, businesses, and guests and/or visitors.

BE IT THEREFORE RESOLVED that the City Council of the City of LaVerkin hereby (a) **affirms and declares its support** for the proposed Amended Agreement, entitled ***First Amended Interlocal Agreement Supporting the Renewed Mojave Desert Tortoise Incidental Take Permit Issued to Washington County***, attached hereto as **Exhibit A**, (b) **accepts the terms of and adopts and approves** the proposed Amended 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

FIRST AMENDED INTERLOCAL AGREEMENT SUPPORTING THE RENEWED MOJAVE DESERT TORTOISE INCIDENTAL TAKE PERMIT ISSUED TO WASHINGTON COUNTY

This agreement by and between Washington County (County), a political subdivision of the State of Utah, and LaVerkin City (Municipality), a Utah Municipal Corporation, is effective upon the date the U.S. Fish and Wildlife Service (USFWS) issues to the County a renewed Incidental Take Permit for the Mojave desert tortoise.

RECITALS

WHEREAS, the Mojave desert tortoise was listed as threatened and protected under the U.S. Endangered Species Act in 1990; and

WHEREAS, through an interlocal agreement dated May 16, 2006, the Municipality agreed to support the 1996 Mojave Desert Tortoise Incidental Take Permit issued to Washington County by the U.S. Fish and Wildlife Service (USFWS) and the 1995 Washington County Habitat Conservation Plan (1995 Plan) that provided the regulatory basis for the issuance of the 1996 Permit; in return for Municipality's support, property owners within its municipal boundary received the full protections of the 1996 Permit and were able to put their property to beneficial use even if desert tortoises were present; and

WHEREAS, Washington County applied to renew the 1996 Permit in 2015 and the USFWS is in the final stages of processing the renewal application; and

WHEREAS, if issued, the renewed permit (2021 Permit) will last for 25 years unless renewed or amended; and

WHEREAS, in support of the permit renewal application, Washington County has prepared and submitted an Updated and Amended Habitat Conservation Plan (2020 Plan); and

WHEREAS, an integral part of the Municipality's support is the ongoing collection of an endangered species impact fee; and

NOW, THEREFORE, in consideration of the mutual covenants made herein, the parties agree as follows.

1. The purpose of this agreement is to provide for compliance with the 2020 Washington County Habitat Conservation Plan.

2. The Municipality agrees to abide by the terms and conditions of the 2020 Plan. This obligation includes, but is not limited to, the following:

a. Continue to participate in the funding mechanism required in 1995 Plan or as amended under the 2020 Plan by keeping in place its ordinance establishing:

   i. In connection with the issuance of each building permit of a new residential, commercial or industrial structure, a fee of **two tenths of one percent (0.2% or 0.002)** of estimated construction costs of the work to be performed under the permit; and

b. Continue to report and submit the impact fees described above to Washington County on a quarterly basis;

c. Work through the Washington County Commission, Washington County Habitat Conservation Plan Department, and the Habitat Conservation Advisory Committee to ensure that its dealings with respect to the Plan are consistent with the purposes of the Plan;

d. Require developers whose property borders the Red Cliffs Desert Reserve to build and take reasonable steps to maintain appropriate fences and walls as approved by the staff of the Washington County Habitat Conservation Plan Department;

e. Require developers whose property is located in occupied tortoise habitat, previously described as "take areas," to coordinate with the Washington County Habitat Conservation Plan Department for tortoise surveys and clearances prior to ground disturbing activities;

f. Otherwise support the Plan as being necessary and appropriate for the benefit of its citizens; and

g. Notify the Fish and Wildlife Service of its support if necessary.

3. The incidental take of tortoises and tortoise habitat under the permit will be permissible within the municipal boundary of the Municipality in the manner provided for under the 2020 Plan.

4. Washington County agrees to provide reasonably timely staff support for tortoise surveys and clearances and other technical assistance as requested by the Municipality to ensure the applicable provisions of the 2020 Plan are followed.

5. The parties understand that the fees provided for herein are based upon estimates of future needs of the Habitat Conservation Plan and other Endangered Species Act issues, and estimates of future growth of Washington County. Should these elements or needs change, the parties agree to meet from time to time to assess and evaluate the financial needs of the Habitat Conservation Plan and Endangered Species Act issues. The parties

understand that the Washington County Commission will make the final determination as to the rate of the fees necessary.

6. The County has passed an ordinance requiring a funding mechanism for all land subdivided and building permit fees in unincorporated areas, as required of each municipality. The parties understand that municipalities in Washington County who wish to participate in the benefits of the permit through the Washington County Habitat conservation Plan must agree to the terms as provided herein.

7. In the event that the 2020 Plan shall be dissolved for any reason and if there shall be any excess endangered species funding which is not otherwise required to complete funding obligations of the HCP and ITP or litigation related to the 2020 Plan, the same shall be returned to the municipalities and the County in the same proportion in which the funds were given in the last fiscal year prior to the dissolution of the Plan.

8. The parties further acknowledge that inasmuch as the permit has not yet been renewed by the Fish and Wildlife Service, and inasmuch as it is possible that such renewal will not be forthcoming, or requirements will be placed on the Plan as a condition of obtaining approval which are unacceptable, the parties further understand that the funds to be generated under this agreement may be used to provide for the necessary negotiation and/or litigation with the goal of successfully renewing the permit within the boundaries of the Plan. Notwithstanding the above, in the event that there shall be negotiation and changes that may be required from time to time, or required in order to renew the plan, each city and town agrees to abide by the decisions of the Washington County Commission and the Habitat Conservation Plan Advisory Committee in obtaining a renewal and continuing to administer the Plan, and in providing funding for other Endangered Species Act issues.

9. Washington County agrees that the funds generated under this agreement, or any other property acquired, shall be held in trust for use under the principles set forth in this agreement, as determined in the discretion of the Washington County Commission. Any property acquisitions will be made in a manner consistent with Washington County procurement code and rules.

10. A party may withdraw from this agreement by giving ninety (90) days' advance notice in writing to the other party. The Municipality understands that in order to participate in the benefits of the incidental take permit it must be a party to, and comply with the terms of this agreement. Withdrawal will subject non-federal land within the Municipality to the requirements of the Endangered Species Act, including but not limited to the prohibitions on take of tortoise or tortoise habitat, and any requirements to mitigate such take through separate habitat conservation plans.

11. This agreement will be governed and administered by Washington County. For the purposes of the Inter-Local Cooperation Act, the Washington County Commission shall be considered the Joint Administrator of the Agreement.

12. Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections or defenses provided by applicable government immunity laws.

13. Nothing in this agreement shall be construed to confer upon any other person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this agreement.

14. This agreement shall remain in effect until one of the following occurs: the Agreement is cancelled, both the Mojave Desert Tortoise Incidental Take Permit and Habitat Conservation Plan expire and are not renewed or amended, or fifty (50) years pass from the effective date.

15. This agreement may be executed in counterparts, each of which will be deemed an original.

(Signature block on following page.)

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date of the last required signature below:

LAVERKIN CITY:

_____ _____

Richard Hirschi, Mayor Date

ATTEST:

_____

City Recorder/Clerk

APPROVED AS TO FORM:

_____

City Attorney

WASHINGTON COUNTY:

_____ _____

Victor Iverson, Washington County Commission Chair Date

ATTEST:

_____

Kim Hafen
Washington County Clerk-Auditor

APPROVED AS TO FORM:

_____

Deputy County Attorney

For Your Information, I have enclosed a copy of the following:

1. Future changes to our City Code if this proposed Amended Agreement is approved.

2. An summary excerpt of the proposed 460-page Habitat Conservation Plan (HCP), including the portion that addresses the impact fee assessed and collected by the City (a reduction from what has historically been assessed and collected).

Note: The proposed HCP is available online, in its entirety, at the documents link on

https://eplanning.blm.gov/eplanning-ui/project/1502103/510

[aka EplanningUi (blm.gov)]

https://eplanning.blm.gov/public_projects/1502103/200341977/20029421/250035622/Amended%20Washington%20County%20HCP%20-%20Final.pdf

9-2-3: ENDANGERED SPECIES ACT IMPACT FEES:

A. There is hereby established a subdivision endangered species impact fee of two hundred fifty dollars ($250.00) per acre payable at the time application is made for final plat approval. This fee shall apply to any new project being subdivided that has not received final plat approval prior to April 5, 2006.

B. There is further established an endangered species act impact fee of two-tenths of one percent (0.2%) of the total value of construction for which a permit is requested, payable at the time application is made for issuance of a building permit on all new residential, commercial, and industrial construction. This shall not apply to building permits for remodeling, add ons of existing structures, or outbuildings.

C. The city treasurer is hereby directed to collect and deposit these funds in a separate account designated the "endangered species conservation fund" and to disburse the funds accumulated therein quarterly to Washington County on or before the last day of the month following a calendar quarter, together with an appropriate report showing the number of subdivision final plats issued and their acreages, and the number of applicable building permits and their construction values.

D. This section is in furtherance of the city's obligations under the interlocal agreement executed between the city and Washington County, a copy of which is attached as exhibit A to the ordinance codified herein and incorporated by reference herein. (Ord. 2006-12, 4-19-2006)

If the proposed Amendment to the Interlocal Cooperation Agreement is approved by the City and County, then Sec. 9-2-3 will need to be amended as follows:

9-2-3: ENDANGERED SPECIES ACT IMPACT FEES:

~~A. There is hereby established a subdivision endangered species impact fee of two hundred fifty dollars ($250.00) per acre payable at the time application is made for final plat approval. This fee shall apply to any new project being subdivided that has not received final plat approval prior to April 5, 2006.~~

A. ~~B.~~ There is further established an endangered species act impact fee of two-tenths of one percent (0.2%) of the total value of construction for which a permit is requested, payable at the time application is made for issuance of a building permit on all new residential, commercial, and industrial construction. This shall not apply to building permits for remodeling, add ons of existing structures, or outbuildings.

B. ~~C.~~ The city treasurer is hereby directed to collect and deposit these funds in a separate account designated the "endangered species conservation fund" and to disburse the funds accumulated therein quarterly to Washington County on or before the last day of the month following a calendar quarter, together with an appropriate report showing the number of subdivision final plats issued and their acreages, and the number of applicable building permits and their construction values.

C. ~~D.~~ This section is in furtherance of the city's obligations under the amended interlocal agreement executed between the city and Washington County, a copy of which is attached as exhibit A to the ordinance codified herein and incorporated by reference herein. (Ord. 2006-12, 4-19-2006, amended by Ord. 2021-___-___)

DOI-BLM-UT-C000-2020-0001-RMP-EIS

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Land Use Plan Information

Last Updated: 2/10/2021, 08:45:28 MST

Highway Right-of-Way, Issuance of an Incidental Take Permit, and Resource Management Plan Amendments, Washington County, Utah

Project Information

NEPA Number:	DOI-BLM-UT-C000-2020-0001-RMP-EIS
Project Name:	Highway Right-of-Way, Issuance of an Incidental Take Permit, and Resource Management Plan Amendments, Washington County, Utah
Project Type:	RMP Amendment - Environmental Impact Statement
Project Status:	Completed - Completed
Lead Office:	Color Country DO
Last Updated:	02/10/2021, 09:45:28 MDT

Project Description

The Utah Department of Transportation (UDOT) submitted an application requesting a four-lane highway right-of-way (ROW) north of St. George, Utah. In order to consider the application, the Bureau of Land Management (BLM) is also considering an amendment to the Resource Management Plan (RMP) for the Red Cliffs National Conservation Area (NCA), where the ROW is proposed to be located. Separately, Washington County submitted an application to the United States Fish and Wildlife Service (USFWS) for an Incidental Take Permit for Mojave desert tortoise, supported by an amended Habitat Conservation Plan (HCP). In the HCP, Washington County included mitigation to potentially offset impacts to the existing Red Cliffs Desert Reserve (Reserve) if the BLM grants UDOT a ROW across the Reserve. Washington County proposed adding a new zone to the Reserve that would include approximately 6,800 acres (commonly referred to as Zone 6), located southwest of St. George. An amendment to the BLM St. George Field Office RMP is being considered by the BLM to support enhanced conservation of the area.

What's New

The Records of Decision and Approved Resource Management Plan Amendments were signed on January 13, 2021 and can be accessed on the Documents page.

Project Dates

Start Date:	12/05/2019
End Date:	01/15/2021
Decision Date:	01/13/2021
FONSI Date:	

Project Office Information

Lead Office:	Color Country DO
Office(s):	Color Country DO, St. George FO
Cooperating Agencies:	
County(ies):	Washington

Documents

DOI-BLM-UT-C000-2020-0001-RMP-EIS

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Last Updated: 2/10/2021, 09:45:28 MST

Document Name

News Release - Public Scoping Meeting Notice

Public Scoping

Document Name

Federal Register Notice of Intent

Northern Corridor Scoping Mtg Tour Guide 12.17

Northern Corridor Scoping Poster Boards 12.17

Northern Corridor Public Scoping Report_Final.pdf

Draft EIS/Draft HCP/Draft RMP Amendments

Document Name

Federal Register Notice of Availability_DEIS_06.12.2020.pdf

News Release_NOA and DEIS Publication.pdf

DEIS_Vol1_ExecSummary_NorthernCorridor_WashingtonCtyITP.pdf

DEIS_Vol2_Ch1-4_NorthernCorridor_WashingtonCtyITP.pdf

DEIS_Vol3_Glossary_Appendices_NorthernCorridor_WashingtonCtyITP.pdf

Incidental Take Permit Application_Washington County.pdf

Draft Amended HCP_Washington County.pdf

Draft Amended HCP_Washington County_Draft Implementation Agmt.pdf

Plan of Development_UDOT_2020.06.11.pdf

Public Meeting Handout_Northern Corridor_July2020.pdf

Final EIS/Proposed RMP Amendments/Amended HCP

Document Name

News Release_NOA for FEIS and Proposed RMP Amendments.pdf

Federal Register Notice of Availability_FEIS_11.13.2020.pdf

FEIS_Vol1_ExecSummary_NorthernCorridor_WashingtonCtyITP.pdf

Incidental Take Permit Application_Washington County.pdf

Draft Amended HCP_Washington County.pdf

Draft Amended HCP_Washington County_Draft Implementation Agmt.pdf

Plan of Development_UDOT_2020.06.11.pdf

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FEIS_Vol1_ExecSummary_NorthernCorridor_WashingtonCtyITP.pdf

FEIS_Vol2_Ch1-4_NorthernCorridor_WashingtonCtyITP.pdf

FEIS_Vol3_Glossary_Apps_A-J_NorthernCorridor_WashingtonCtyITP.pdf

FEIS_Vol4_Apps_K-O_NorthernCorridor_WashingtonCtyITP.pdf

Amended Washington County HCP - Final.pdf

Draft Washington County HCP Implementation Agreement.pdf

Plan of Development_UDOT_2020.11.13.pdf

Aquatic Resources Delineation Report_Northern Corridor.pdf

Records of Decision and Approved RMP Amendments

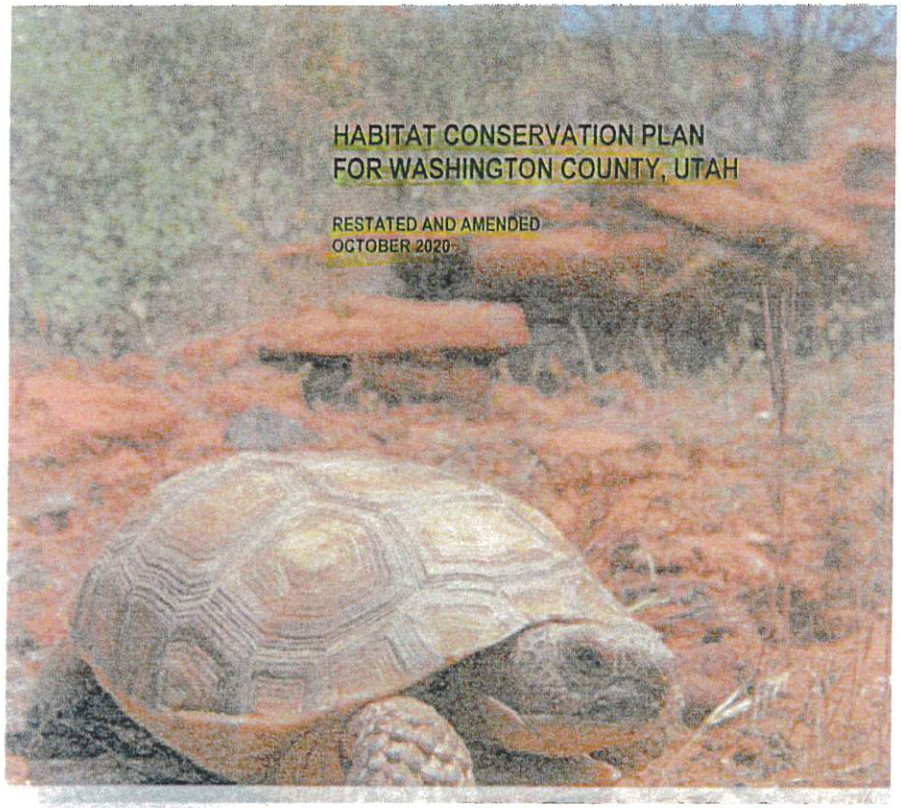
Document Name

News Release - ROD Publication.pdf

Record of Decision and Approved RMP Amendments_BLM_2021.01.13.pdf

Record of Decision_FWS_2021.01.13.pdf

Federal Register Notice of Availability_RODs_2021.01.15.pdf



HABITAT CONSERVATION PLAN FOR WASHINGTON COUNTY, UTAH

RESTATED AND AMENDED
OCTOBER 2020

Washington County Commission
197 East Tabernacle Street
St. George, Utah 84770



HABITAT CONSERVATION PLAN FOR WASHINGTON COUNTY, UTAH

Prepared for

Washington County Commission
197 East Tabernacle Street
St. George, Utah 84770
Attn: Mr. Cameron Rognan, Washington County HCP Administrator

Prepared by

SWCA Environmental Consultants
257 East 200 South, Suite 200
Salt Lake City, Utah 84111
(801) 322-4307
www.swca.com

and

Jacobs
155 North 400 West, Suite 550
Salt Lake City, Utah 84103
(801) 355-1112
www.jacobs.com

Restated and Amended October 2020

EXECUTIVE SUMMARY

Purpose and Need

Washington County, Utah, (the County) prepared a Habitat Conservation Plan (HCP) in 1995 that provided for the conservation of the Upper Virgin River population of the Mojave desert tortoise (*Gopherus agassizii*; MDT) (Washington County Habitat Conservation Plan Steering Committee and SWCA Environmental Consultants 1995; hereafter 1995 HCP). This document (the Amended HCP) restates and amends the 1995 HCP and supports the County's application for renewal of Incidental Take Permit (ITP) No. TE036719. A Renewed/Amended ITP is needed to extend the County's access to previously authorized, but unused, incidental take of the MDT for an extended term of 25 years. Amendments to the 1995 HCP are needed to incorporate developments in the best available science pertaining to the MDT, comply with current USFWS regulations pertaining to ITPs, incorporate current policy regarding amended HCPs (as applicable), and clarify the language to more accurately reflect the intent of the 1995 HCP. This summary provides a brief description of the Amended HCP. In addition, this Amended HCP documents the conservation successes of the County and its HCP Partners achieved during implementation of the 1995 HCP. If there are any discrepancies between this summary and other sections of the Amended HCP, the other section shall be viewed as controlling.

Extended Permit Term, Plan Area, and Permit Area

Based in part on planning projections of buildout potential (which occurs at a human population in Washington County of approximately 330,000), the County selected a 25-year duration for the Renewed/Amended ITP Term. This Renewed/Amended ITP Term generally coincides with the long-term population projection for 2045 (approximately 356,000 people).

This Amended HCP will be implemented in Washington County, Utah (the Plan Area). The Renewed/Amended ITP will reauthorize incidental take within the portion of the Plan Area that is generally east of the Beaver Dam Mountains (the Permit Area).

Covered Activities

The activities addressed by this Amended HCP (the Covered Activities) are those otherwise lawful, non-federal land use or land development activities that are under the direct control of the County and performed within the Permit Area that are reasonably certain to take one or more MDT. Generally, Covered Activities consist of the following:

1. A broad set of land development and land use activities that occur on non-federal land outside the Red Cliffs Desert Reserve (Reserve), such as land clearing and building construction, grazing and farming, utilities and other infrastructure, resource extraction and renewable energy development, and others; and
2. A narrow set of land development and land use activities that occur on land inside of the Reserve and performed in accordance with the applicable protocols and other measures specified in the conservation program of this Amended HCP. These include recreation uses; utility, water development, and flood control activities; management of the Reserve; and certain other specific uses.

This Amended HCP does not expand the list of Covered Activities beyond those addressed in the 1995 HCP. The proposed Northern Corridor highway (the Northern Corridor) is not a Covered Activity of the

Amended HCP because it is federal in nature and, thus, requires consultation under Section 7 of the Endangered Species Act (ESA). However, this Amended HCP does not expressly prohibit uses of the Reserve that are not Covered Activities. Incidental take of the MDT that may be associated with such activities is not covered by this Amended HCP nor the Renewed/Amended ITP. Proponents of activities within the Reserve that are not Covered Activities are responsible for achieving compliance with the ESA through other means.

Covered Species

The Renewed/Amended ITP authorizes take of species that are adequately addressed by this Amended HCP (the Covered Species). The MDT is listed as threatened with extinction and is the only Covered Species of this Amended HCP.

Incidental Take

Updated Habitat Mapping

The 1995 HCP estimated the extent of occupied and potential habitat for the MDT in the Plan Area based on the best available information at the time but acknowledged that the data were incomplete and imprecise. Since 1995, new, relevant information has become available regarding the extent of areas that are known to or may be used by the MDT in the Plan Area (MDT Habitat).

This Amended HCP provides updated estimates of the amount and extent of MDT Habitat in the Plan Area using a peer-reviewed habitat model prepared by the U.S. Geological Survey (USGS) with certain refinements to address land uses incompatible with MDT Habitat and other conditions specific to the Upper Virgin River Recovery Unit. Updated estimates of MDT Habitat were generated for the conditions circa 1995 and for conditions circa 2019. The refined model results circa 2019 were classified as either Occupied or Potential MDT Habitat based on cumulative records of MDT observations.

Habitat Surrogate

Take arising from the Covered Activities may occur through directly killing or wounding individual MDTs or through indirectly harming MDT by significantly altering MDT Habitat in ways that lead to actual death or injury of an individual MDT. This Amended HCP accounts for incidental take of the MDT in terms of a habitat surrogate metric: the acres of MDT Habitat that would be subject to direct modification by the Covered Activities.

However, the County emphasizes that establishing and applying a new surrogate metric in this Amended HCP, which incorporates the current best available information about MDT Habitat, does not alter the underlying amount or extent of incidental take subject to renewal for the Renewed/Amended ITP Term. Instead, this clarification only changes the means by which this previously authorized take is measured for the duration of the Renewed/Amended ITP Term.

Used and Reauthorized Incidental Take

Through 2019, the Covered Activities have caused the loss of 22,822 acres of MDT Habitat or 26% of the amount of take authorized under the 1995 HCP. The County requests the reauthorization of the remaining unused incidental take in an amount equivalent to the loss of up to 66,301 acres of MDT Habitat within the Permit Area. Up to 200 acres of this take could be applied to Covered Activities inside the Reserve, subject to compliance with other conservation measures specified in this Amended HCP.

Impacts of the Take Reauthorization

PRIOR ANALYSES

This Amended HCP adopts, with clarifications, the same set of Covered Activities as the 1995 HCP. This Amended HCP also adopts the same conservation measures as the 1995 HCP—excepting those conservation actions that have been completed during the original term of the ITP. Therefore, the implementation of this Amended HCP remains consistent with the analyses in the 1995 Environmental Impact Statement and 1996 Biological Opinion. In consideration of the No Surprises assurances provided to ITP permittees, substantial new analysis of the impacts of the reauthorized take is not warranted—the USFWS has already deemed the authorized take to be consistent with the issuance criteria for an ITP.

TEMPORAL IMPACTS

The County requests additional time within which to complete its incidental take. For the Renewed/Amended ITP Term, the County and the HCP Partners commit to continue implementing the conservation program of this Amended HCP and commit to providing new resources to implement ongoing conservation measures. Therefore, the impact of extending the duration of authorized takings will be beneficial to the conservation of the MDT through the commitment of additional resources and the implementation of additional conservation actions.

IMPACTS OF UPDATED HABITAT MAPPING AND ABUNDANCE ESTIMATES

Using the updated habitat modeling, the amount of incidental take subject to reauthorization (i.e., 66,301 acres of MDT Habitat) is 19% of the total amount of MDT Habitat available in the Plan Area circa 1995 and 21% of the MDT Habitat available in the Plan Area circa 2019. The proportion of MDT Habitat associated with incidental take remains similar to the proportions evaluated for the 1995 HCP (i.e., "Development of the entire take area would result in the loss of… approximately 22 percent of the entire desert tortoise habitat within the County" [USFWS 1995:28]).

The proportion of the Plan Area population of MDT subject to Covered Activities during the Renewed/Amended ITP Term is roughly similar to the proportion estimated in the 1995 HCP (i.e., 21% in this Amended HCP compared to 15% in the 1995 HCP) and is, therefore, generally consistent with the prior analyses.

Roles and Responsibilities

Washington County

The County is the ITP permittee and is responsible for administering this Amended HCP and complying with the terms and conditions of the Renewed/Amended ITP. The actions of the County are made through the deliberations and actions of the respective County legislative and executive bodies. The Washington County Commission provides final approval for all actions taken on behalf of the County pertaining to this Amended HCP.

The County provides for the HCP Administrator and HCP Biologist staff positions necessary to administer this Amended HCP.

Habitat Conservation Plan Partners

The County implements the Washington County HCP with the assistance of the other HCP Partners. The HCP Partners are those public entities with designated responsibility for implementing parts of the Washington County HCP and that are signatories to the Implementation Agreement associated with the Washington County HCP. The HCP Partners are:

- the USFWS,
- the Bureau of Land Management (BLM),
- the Utah Department of Natural Resources (UDNR),
- the Utah School and Institutional Trust Lands Administration (SITLA),
- Washington County, and
- Ivins City.

The responsibilities for implementing this Amended HCP may be broadly summarized (as a noninclusive list) as follows:

- The BLM has primary responsibility for the acquisition of non-federal lands within the Reserve.
- The BLM and UDNR (through Snow Canyon State Park) have primary responsibility for the long-term management of lands within the Reserve.
- The County has primary responsibility for administering the HCP, surveying for and removing MDT from certain lands subject to Covered Activities and providing a defined amount of financial support to the BLM and UDNR toward acquisition, management, and monitoring actions within the Reserve.
- The UDNR (through its Division of Wildlife Resources [UDWR]) has primary responsibility for translocating tortoises collected from lands subject to incidental take to other habitat areas and for biological monitoring of MDT and other listed species.
- SITLA is responsible for allowing its unacquired Reserve lands to be managed by the County for the benefit of the MDT and for allowing the BLM to acquire its lands as opportunities become available.
- SITLA and UDNR (through UDWR) have primary responsibility for implementing conservation measures for listed plants.
- The USFWS provides oversight of compliance with the terms and conditions of the ITP and provides guidance for the translocation program.
- Ivins City regulates allowed residential development activities in Reserve Zone 1.
- All HCP Partners contribute to adaptive management decisions through participation on advisory and technical committees.

Municipal Partners, Impact Fees, and Participation Agreements

In addition to the HCP Partners, municipalities contribute to this Amended HCP through Interlocal Agreements with the County (the Municipal Partners). The Municipal Partners collect fees from land developers and builders for implementation of this Amended HCP. As of 2020, all municipalities with jurisdiction in the Permit Area, except for the Town of Leeds, are Municipal Partners.

Other entities performing activities not under the direct regulatory control of the County or a Municipal Partner may enter into a Participation Agreement with the County to participate in this Amended HCP in return for paying any necessary fees and implementing any other necessary conservation actions as prescribed in this Amended HCP.

Advisory Committees

This Amended HCP uses a Habitat Conservation Advisory Committee (HCAC) and a Technical Committee (TC) appointed by the Washington County Commission to oversee and provide guidance on the implementation of the Washington County HCP. These committees provide adaptive management recommendations to the County, through the HCP Administrator, for addressing new information and uncertainty regarding the effectiveness of the conservation program. The HCAC and TC also create a platform for ongoing communication and coordination among the HCP Partners, other stakeholder groups, and the public. The HCAC is composed of representatives of the HCP Partners and other community stakeholders and the TC is composed of biologists and other conservation or technical professionals.

Conservation Program

Goals and Objectives

The County and the HCP Partners seek to achieve both community and biological goals and objectives. The community goals and objectives address the County's underlying purpose and need for continuing the implementation of the conservation program for a Renewed/Amended ITP Term. The biological goals and objectives guide the approach to the conservation of the MDT and other listed species in the Plan Area. The biological goals and objectives of this Amended HCP are consistent with the recommendations of the 2011 MDT Recovery Plan for the Upper Virgin River population of MDT.

Achievements and Implementation Status

The County and the HCP Partners have made substantial progress toward fully implementing the goals and objectives of the 1995 HCP and in several instances have exceeded their respective obligations under the 1995 HCP. The Reserve has been established and the majority of Reserve land acquisitions have been completed. Approximately 7,091 acres of the Reserve remain to be acquired, subject to the available resources and opportunities of the BLM and other HCP Partners. Regardless of acquisition status, the collaborative effort of the County and the HCP Partners has provided for the establishment, management and monitoring of the Reserve since approval of the 1995 HCP.

The County, as the ITP permittee and with the support of those entities performing Covered Activities under its direct control, committed in the 1995 HCP to implement a variety of conservation measures inside and outside of the Reserve. The 1995 HCP tracked implementation of these commitments with an incremental release schedule that ensured the takings did not outpace the conservation actions. Accounting under the incremental release schedule demonstrates that these permittee commitments have been met in full, thereby releasing all the authorized incidental take for use.

Implementation of the conservation measures specified in the 1995 HCP have outpaced incidental takings of the MDT by Covered Activities. The County spent 170% of its required financial commitments toward implementing the Washington County HCP and approximately 60% of Reserve acquisitions have been completed. In contrast, only 26% of the originally authorized incidental take has been used through 2019, based on the updated metric for incidental take.

Desert Tortoise Conservation Measures

RED CLIFFS DESERT RESERVE

Design

The establishment of the Reserve is the primary conservation measure of the 1995 HCP that offsets the impacts of incidental take caused by the Covered Activities. The 1995 Reserve boundary met substantively the recovery recommendations contemplated in the 1994 and 2011 MDT Recovery Plans. The 1995 HCP defined the Reserve with a target acquisition boundary containing 61,022 acres. This Amended HCP formalizes prior boundary changes for an updated 2019 Reserve boundary that includes 62,009 acres. Previously approved Reserve boundary changes resulted in a net increase in the total size of the Reserve of approximately 987 acres. The Reserve is divided into five zones to facilitate management (Reserve Zones 1 through 5).

Acquisition Strategy

As of February 2020, approximately 665 acres of private land and 6,426 acres of SITLA-owned land (7,091 acres total) occur within the Reserve and remain to be acquired for the purposes of this Amended HCP. This Amended HCP anticipates the use of the following mechanisms for acquiring private and SITLA-owned lands within the Reserve:

1. Exchanges with BLM lands outside the Reserve boundary, on a case-by-case basis with individual landowners
2. Fee simple land purchases that may be supported by federal or state grant monies or other available sources
3. Purchases of conservation easements that may be supported federal or state grant monies or other available sources
4. Donations of fee simple interest or conservation easements

The County and the HCP Partners emphasize that all Reserve acquisitions will be limited to those transactions involving willing participants. No entity will be required or compelled to sell, donate, transfer, purchase, or receive lands or interest in lands for the purpose of this Amended HCP. This Amended HCP acknowledges that there are myriad circumstances affecting the availability and practicability of opportunities to complete Reserve acquisitions among willing parties that may vary over time and space. Therefore, this Amended HCP does not establish a timetable for completing Reserve acquisitions. However, the HCP Partners acknowledge that completing the Reserve acquisitions within the Renewed/Amended ITP Term is a priority conservation action under this Amended HCP and will prioritize the acquisition or, in SITLA's case, disposal of Reserve lands in their land transfer activities.

Long-Term Reserve Use and Management

The County and the HCP Partners acknowledge that the long-term use and management of the Reserve should: 1) be consistent with the community and biological goals and objectives of this Amended HCP and 2) continue to provide for the Covered Activities that are allowed uses of the Reserve. This Amended HCP clarifies the intent of the 1995 HCP that the respective landowners or land management agencies have the responsibility for ensuring that the long-term management and use of Reserve lands is consistent with the goals and objectives and allowed uses of this Amended HCP. In addition to the guidance provided by this Amended HCP, the long-term management of the Reserve is supported by the Red Cliffs National Conservation Area (RCNCA) designation, the BLM RCNCA Record of Decision and Resource Management Plan, and UDNR's MDT Management Plan for Snow Canyon State Park.

OTHER ACTIONS TO MINIMIZE AND MITIGATE THE IMPACT OF TAKE

Reserve Fencing

- The County will inspect all Reserve fencing installed for the purposes of the Washington County HCP, regardless of ownership, on an annual basis. The County will forward information on maintenance needs to the responsible landowner for action.
- HCP Partners will perform maintenance on Reserve fences as soon as practicable and in general within 60 days of notification of a maintenance issue. Maintenance of fences installed by the Utah Department of Transportation, Municipal Partners, or private landowners or developers are the independent responsibility of those respective entities.
- The County will assume responsibility for maintaining any Reserve fencing installed by SITLA until the BLM or another entity acquires the lands. Upon acquisition, the BLM or another acquisition entity will assume responsibility for maintaining these fences as part of its long-term management responsibility.
- The County and the HCP Partners may establish an endowment fund to help support ongoing fence maintenance activities. The endowment fund could receive funds from entities with fence maintenance responsibilities, the Municipal Partners, or other landowners subject to Reserve fencing obligations.
- The County and the HCP Partners will summarize their respective fence maintenance activities on an annual basis and provide such reports to the HCP Administrator for inclusion in the Annual Report.
- Installation of new fencing within the Reserve or along the boundary of the Reserve is not currently contemplated by Washington County or the HCP Partners. If, through adaptive management, the installation of new fencing is deemed a priority for achieving the biological goals and objectives of this Amended HCP, the landowner or management entity will be responsible for providing for the materials and labor for the installation and long-term maintenance of the fencing.

Law Enforcement

- The BLM and UDWR will continue to be responsible for providing law enforcement within lands acquired for the Reserve. Law enforcement activities within the Reserve will focus on access and use regulations that implement the Red Cliffs Desert Reserve Public Use Plan, applicable BLM Resource Management Plans (RMPs), and all laws and regulations (local, state, and federal) that pertain to the protection and conservation of threatened, endangered, candidate, and Utah sensitive species and their habitats.
- The County will continue to allocate existing resources from the Washington County Sheriff's Office to provide law enforcement on unacquired lands within the Reserve boundary owned by SITLA or the Municipal Partners. The County estimates that an appropriate level of effort for this activity is approximately 20% of a full-time law enforcement position (i.e., approximately 416 hours per year), which may be reduced as SITLA lands are acquired for the Reserve. However, the actual level of effort will be determined by demonstrated needs. Law enforcement responsibility for SITLA lands will shift to the BLM or other entity upon acquisition.
- The County will continue to report on County-supported law enforcement activities for the Reserve as part of the Annual Report. The BLM and UDWR will continue to provide reports of their respective law enforcement activities within the Reserve to the HCP Administrator for inclusion in the Annual Report.

Community Education and Outreach

- The County commits to continue its public education and outreach programs with the following specific actions:
  - The continued operation of the Red Cliffs Visitor Center, including regular visitor hours and providing for printed, web-based, and, at the discretion of the County, in-person learning opportunities;
  - Ongoing coordination with the HCP Partners through the deliberations of the HCAC on the content and distribution of education and outreach materials; and
  - Planning and funding to construct a new Red Cliffs Visitor Center facility in Washington County, as contemplated in the 1995 HCP. This new facility may also serve as a holding facility for MDT awaiting translocation or adoption or may support a head-start program.
- The BLM and UDNR will also continue their respective programs for education and outreach regarding the MDT, other rare and sensitive resources, and the Mojave Desert ecosystem.

Tortoise Translocation

- The County will continue to implement the clearance protocols (last amended in 2008) that are part of the Development Protocols, through the Renewed/Amended ITP Term or until all lands outside of the Reserve subject to the clearance protocols are either developed or proactively cleared and fenced.
- In no more than 5 years following ITP reissuance, the County, with support from UDWR biologist as available, will perform surveys across areas of MDT Habitat on non-federal lands outside the Reserve. Specific survey methods will be developed with the input of the HCAC in advance of implementing this measure and will consider the effectiveness and cost relative to the expected benefit.
- In no more than 5 years following ITP reissuance, the County will amend the clearance protocols (contained within the Development Protocols; Appendix A) to incorporate the results of the surveys. Amended clearance protocols will include additional locations in the Permit Area that will be subject to the mandatory clearance requirements, if any. The County will seek input and recommendations from the HCAC for updating the clearance protocols. The current clearance protocols will apply until amended.
- The County will provide qualified personnel covered by the appropriate federal and state permits for handling MDT to perform required clearance surveys and collect any encountered MDTs.
- The County will continue to operate a temporary holding facility for the immediate disposition and care of collected MDT prior to transfer to UDWR or other USFWS-approved entity for relocation, translocation, adoption, or other USFWS-approved purpose.
- The USFWS coordinates with the County, UDWR, and the BLM to plan for the translocation or other appropriate disposition of collected MDT and provides oversight for such activities.
- The USFWS issues Research and Recovery Permits to qualified persons under ESA Section 10(a)(1)(A) to pursue, capture, and collect (in addition to other forms of intentional, but ultimately beneficial, take) MDTs as part of translocation efforts. The cooperative agreement between the USFWS and UDWR under Section 6 of the ESA authorizes UDWR staff or authorized agents to carry out such conservation activities.
- The USFWS provides specific procedures for handling MDT that include considerations for tortoise hydration, temperature extremes, disease and parasites, capture, processing, movement,

and release. The USFWS also provides guidance in the form of Health Assessment Procedures to assess the condition of collected MDTs and determine their suitability for translocation).

- UDWR receives collected MDT from the County and performs health screenings of collected individuals to assess overall fitness and disease risk.
- UDWR coordinates with the BLM and the County to release healthy MDT into the Reserve or other USFWS-approved location, or places unsuitable candidates for translocation and individuals originating from captivity into an adoption program.
- The BLM has agreed to allow for the translocation of healthy MDT to certain of its lands within the Reserve. Subject to BLM approval, this may be expanded to lands outside the Reserve with a recommendation from the HCAC as an adaptive management measure.
- The County's, UDWR's, and the BLM's responsibility for the fate of translocated MDTs ceases once the MDTs are released into the Reserve or to another entity approved by the USFWS.
- The County, in coordination with UDWR, will initiate an adaptive management planning process with the HCAC within 2 years of the Renewed/Amended ITP to prepare a Translocation Management Plan. UDWR will lead the development of the Translocation Management Plan that, at a minimum, identifies other locations within the Plan Area that might be suitable for strategic MDT population augmentation and triggers for utilizing such alternatives.

Development Protocols

The Development Protocols minimize impacts to MDT from certain types of Covered Activities inside and outside the Reserve through project-specific review and input from the HCAC (and the TC, upon request). This review addresses the application of clearance protocols, the collection of MDT for translocation, the use of biological monitors, the application of seasonal restrictions, the minimization of disturbance footprints, the training of construction personnel, and similar activities.

- The County will dedicate HCP staff resources to review and make clearance determinations on project proposals and to coordinate with developers, the HCAC and TC, and the HCP Partners regarding such determinations.
- Landowners and developers may be required to obtain separate assistance from qualified and permitted biologists for certain aspects of the Development Protocols, such as preconstruction clearance surveys or on-site biological monitors for Covered Activities inside the Reserve.

The Development Protocols were expressly adopted for the federally managed portions of the Reserve in in the Omnibus Public Lands Management Act of 2009, which states, "Nothing in [the RCNCA creation] Section prohibits the authorization of the development of utilities within the National Conservation Area if the development is carried out in accordance with (1) each utility development protocol described it the habitat conservation plan; and (2) any other applicable law (including regulation)" (Public Law 111-11 Sec. 1974(h)).

Recreation Management

Responsibility for managing public recreational activities within the Reserve rests with the respective land manager (e.g., the BLM, UDNR) but is closely coordinated with the County through the HCAC and TC. The Public Use Plan, developed by the HCAC, provides the primary guidance for managing public recreation on lands in the Reserve.

- The County commits to support the implementation of the Public Use Plan on lands within the Reserve through its recreation management, law enforcement, and community education and outreach actions. The County will also engage in the adaptive management process contemplated

in the Public Use Plan through continued facilitation of the HCAC and planning support for Public Use Plan amendments.

- The County launched a Trail Stewards Program to recruit, train, and support qualified volunteers in monitoring trail conditions, conducting minor trail maintenance, providing visitor information, and reporting instances of vandalism and noncompliance with Reserve regulations. The County intends to continue this program for the Renewed/Amended ITP Term.
- To the extent practicable, the HCP Partners (including the BLM) will use the Public Use Plan and HCAC as tools to harmonize recreation management in areas where there is no indication when property ownership changes.

Reserve Habitat and Fire Management Guidelines

This Amended HCP adopts the Reserve Habitat and Fire Management Plan adopted by the HCAC in October 2019 to help set priorities for Reserve management during the Annual Work Plan process and to provide guidance to the County, the HCP Partners, and fire crews for addressing wildfire-related threats within the Reserve.

The County commits to the following actions related to the Reserve Habitat and Fire Management Plan:

- The County will establish an adaptive management fund to help support planning, monitoring, and responses for fire management within the Reserve boundary.
- The County anticipates that its contributions to fire prevention and post-fire habitat restoration activities may be used anywhere within the Reserve and will be leveraged with resources from other HCP Partners. However, preference will be given to County, municipal, private, and SITLA lands for use of the allocated fire management funds.
- The County will use these habitat and fire management funds with HCAC recommendation and Washington County Commission approval. Unused funds at the end of the Renewed/Amended ITP Term may be transferred to the USFWS, BLM, or UDNR upon completion of Reserve land acquisitions.

ADAPTIVE MANAGEMENT AND MONITORING

This Amended HCP will continue to rely on the deliberations of the HCAC and TC for adaptive management recommendations. This committee process established by the 1995 HCP and coordinated by the County for the original ITP Term has proven highly successful at identifying and solving issues regarding the HCP's conservation program. The County commits to support adaptive management of the Reserve through the continued engagement of the HCP Biologist and the HCP Administrator.

The County has exceeded its commitments under the 1995 HCP to support monitoring activities within the Reserve. Under the 1995 HCP, the County provided substantial funding to support baseline monitoring by UDWR and BLM that demonstrated the efficacy of the conservation program and ITP compliance. Under the Amended HCP, MDT monitoring responsibility on acquired Reserve lands is a responsibility of UDWR and BLM.

- Continued baseline monitoring of the Reserve for long-term recovery planning purposes will be completed by the BLM and/or UDWR, with the use of their supplementary funds, when available.
- The County will provide limited additional financial support for the Renewed/Amended ITP Term to assist with these monitoring activities on SITLA or private lands in order to help attain the biological goals and objectives of this Amended HCP.

As time and funding permits, the County will support other efforts, such as recreational impact monitoring, raven monitoring, and its trail steward program. As part of the adaptive management program, the HCAC may occasionally recommend monitoring studies on specific topics, such as new threats to the MDTs within the Reserve or the effectiveness of Reserve adaptive management activities implemented in response to such threats. The County, through action by the Washington County Commission, may decide to contribute funds for recommended special topic monitoring studies, consistent with the estimated budget for this Amended HCP. Compliance monitoring will continue through oral reports provided to the USFWS and other HCP Partners at quarterly HCAC meetings and through written Annual Reports.

Budget and Funding

The County estimated its implementation costs based on a review of the original budget in the 1995 HCP, recent Annual Work Plan budgets recommended by the HCAC and approved by the Washington County Commission, and considerations for adaptive management and Changed Circumstances. The allocations of staff time and funding are illustrative. Actual budgeting for implementation of this Amended HCP will occur through the Annual Work Plan process, and both the budget line items and their associated costs in any given year may change (increase or decrease) over the course of the Renewed/Amended ITP Term. The County assures that funding will be available to implement this Amended HCP up to the level approximated in **Table ES-1**. The total expenses are estimated considering an annual rate of inflation consistent with the average for the 25-year period between 1994 and 2019 (i.e., 2.1%).

Overall, the County's estimated budget to implement its commitments to this Amended HCP is approximately $852,230 per year (2020 dollar value). Over the 25-year Renewed/Amended ITP Term, the County commits to spend up to $27,680,957 on the implementation of this Amended HCP, assuming that the Changed Circumstances are triggered. The County does not commit to spend more than this total amount but is also not required to spend the total estimated amount if its commitments under this Amended HCP are met.

The County and the Municipal Partners will continue to collect a fee on new building permits issued for residential, commercial, or industrial construction projects within their jurisdictions to raise the funding for the County's commitments to this Amended HCP. The Municipal Partners transfer assessed fees to the Washington County Treasurer on a quarterly basis. The County created an interest-bearing HCP Trust Fund to collect the transferred fees and other funds made available for implementation of the Washington County HCP (e.g., grant funds). As of January 2020, the HCP Trust Fund had a balance of approximately $7 million.

The County may reduce the amount of the fee assessed on new building permits to account for a surplus balance in the HCP Trust Fund, provided the surplus amount is equivalent to at least 3 years of HCP implementation at the inflation-adjusted average annual budget estimate. Conversely, the County, largely through its Municipal Partners, will increase the amount of the fee if the balance of the HCP Trust Fund is not sufficient to cover the inflation-adjusted average annual budget estimate for the following year. Changes in these HCP-related fees will require the approval of the Washington County Commission and the Municipal Partners.

Other HCP Partners provide additional resources to fulfill their respective commitments toward achieving the biological goals and objectives of this Amended HCP.

The funding provided by the County for this Amended HCP is in excess of (i.e., more than doubles) the funding that the County committed to providing for the incidental take originally authorized with the approval of the 1995 HCP. Nonetheless, the County provides assurances that the general level and

distribution of funding illustrated in **Table ES-1** will be available to implement this Amended HCP through the Renewed/Amended ITP Term. However, many of the County's commitments during the Renewed/Amended ITP Term are intended to help achieve the goals and objectives of this Amended HCP—above and beyond the actions and resources needed to demonstrate that it has minimized and mitigated the impacts of the authorized incidental take to the maximum extent practicable.

Table ES-1. Habitat Conservation Plan Budget Line Items

General Budget Category and Description	Habitat Conservation Plan (HCP) Administration and Standard Conservation Program			Northern Corridor Changed Circumstance			Other Changed Circumstances		
	% of Staff Duties	Average Annual Expenses (2020 value)	Total Expenses (future value with inflation)	% of Staff Duties	Average Annual Expenses (2020 value)	Total Expenses (future value with inflation)	% of Staff Duties	Average Annual Expenses (2020 value)	Total Expenses (future value with inflation)
Administration									
Staff salaries and benefits; office and administrative expenses; meetings and training expenses; vehicle operation and replacement expenses	HCP Administrator 25%, HCP Biologist 15%	$224,000	$7,267,131	Outreach Coordinator 16%, Field Technician 8%, Administrative Assistant 100%	$198,000	$6,423,625	–	–	–
Land Acquisition									
Reserve land acquisition real estate transactions; Reserve Zone 6 land acquisition	HCP Administrator 10%	$20,000	$648,551	–	$73,225	$2,375,606	–	–	–
Other Conservation Measures									
Community education and outreach; Reserve fencing; law enforcement; translocation; grazing permit acquisition and retirement; Development Protocols; recreation management; Reserve habitat fire management; Cottonwood Road connectivity improvements	HCP Administrator 45%, HCP Biologist 60%	$75,350	$2,444,546	Outreach Coordinator 85%, Field Technician 80%	$133,650	$4,335,947	–	$6,675	$216,554
Monitoring and Adaptive Management Planning									
Baseline Reserve population monitoring; special topic monitoring and studies; planning support for adaptive management and Changed Circumstance	HCP Administrator 20%, HCP Biologist 25%	$36,575	$1,186,586	Field Technician 15%	$80,000	$2,595,404	–	$3,750	$121,660
Total Estimated Budget		**$355,925**	**$11,547,115**		**$484,875**	**$15,730,582**		**$10,425**	**$338,214**

Changed Circumstances

This Amended HCP identifies Changed Circumstances that may affect the MDT or the Plan Area and provides a response to each that the County will implement (**Table ES-2**) to remain eligible for the assurances of the No Surprises Rule

Approval of the Northern Corridor across the Reserve

This Changed Circumstance addresses the possibility that the proposed Northern Corridor will be approved and constructed across Reserve Zone 3. This Changed Circumstance will trigger upon BLM approval of right-of-way for the Northern Corridor across Reserve Zone 3 and USFWS issuance of a Biological Opinion that addresses incidental take of the MDT associated with the proposed Northern Corridor. In response to this Changed Circumstance, the HCP Partners will, among other things, increase the size of the Reserve by over 10%. The County will complete conservation activities in this area similar to the activities completed in Reserve Zone 3 between 1996 and 2016. It is estimated that these activities will cost approximately $16 million over the Renewed/Amended ITP Term. A more complete description of these additional conservation measures follows.

- **Add Reserve Zone 6:** Establish a new Reserve Zone 6 in the vicinity of the former Bloomington incidental take area to the west of Interstate Highway 15 and south of the Santa Clara River. The new Reserve Zone 6 would include approximately 6,813 acres of primarily SITLA-owned or BLM-managed lands, with the intent that the BLM or other conservation entity would acquire most of the non-federal lands for conservation purposes. The County and the HCP Partners would establish a limited set of allowed uses of Reserve Zone 6 consistent with the allowed uses of other Reserve Zones and Zone-specific uses for existing state and local government infrastructure and uses and competitive use events that have the approval of a special recreation permit issued by the appropriate land management entity.

  The County will also implement a variety of conservation measures to benefit the MDT within Reserve Zone 6, as follows:

  - Reserve Administration: The County will provide additional funding for up to three full-time HCP support staff to include an Outreach Coordinator, Field Technician, and Administrative Assistant.
  - Reserve Land Acquisition: The County will fund the acquisition of approximately 450 acres of SITLA-owned lands within proposed Reserve Zone 6 prior to the start of construction of the Northern Corridor. The actual acquisition acreage will depend on the final size of the ROW approved for the Northern Corridor and future replacements of Reserve lands acquired with the assistance of ESA Section 6 grant funding. The County does not commit to include in this commitment any adjacent ROW for other utility or infrastructure uses that may be approved in concert with the proposed Northern Corridor.
  - Reserve Fencing: The County will install fencing along the eastern parts of the Reserve Zone 6 boundary and along the Navajo Road corridor to prevent motorized access outside the road right-of-way; and other fencing to enhance protections for listed plant species within Reserve Zone 6.
  - Law Enforcement: The County will provide additional funding for Washington County Sheriff Deputy patrols within the Reserve.
  - Community Education and Outreach: The County will provide additional funding for education and outreach efforts that may include videos, advertising, handouts, community engagement, contractor training, and volunteer coordination.

- Grazing Permit Acquisition and Retirement: The County and the HCP Partners will coordinate with the holders of active grazing permits applicable to Reserve Zone 6 and negotiate the acquisition of such grazing permits from willing sellers.
- Development Protocols: The County and the HCP Partners will subject the allowed uses of Reserve Zone 6 to the applicable provisions of the Development Protocols. The County will provide additional funds to support the application of Development Protocols associated with the proposed Reserve Zone 6.
- Recreation Management: The County, the BLM, and the other HCP Partners agree to reduce the total mileage of designated recreation access routes within Reserve Zone 6 to approximately 50 miles of primarily nonmotorized trails—a two-thirds reduction in the total mileage of existing trails. The County and the HCP Partners will amend the Public Use Plan to create a final trail plan that implements the targeted level of trail reduction within Reserve Zone 6. The County will act within its discretion to complete these Public Use Plan amendments within the first 5 years after this Changed Circumstance is triggered. The County also commits to funding recreation management activities within Reserve Zone 6, such as the installation of signs, trail maintenance or enhancement, parking improvements, and similar actions.
- Reserve Habitat and Fire Management: The County will provide additional funds to support the management of SITLA-owned lands in Reserve Zone 6 and financial support for HCP Partners with long-term management responsibilities associated with the proposed Reserve Zone 6. The activities performed with these funds will be consistent with the priorities established in the Reserve Habitat and Fire Management Plan and the Annual Work Plan.
- Monitoring and Adaptive Management Planning: The County and the HCP Partners will expand the biological monitoring program to include Reserve Zone 6. To support this expansion, The County will provide additional funding for baseline Reserve population monitoring and special topic monitoring for use by UDWR or another qualified contractor.

- **Retire Previously Authorized Reserve Zone 6 Take:** Retire the previously authorized, but unutilized, incidental take associated with the 3,341 acres of non-federal lands within Reserve Zone 6. The retirement of previously authorized incidental take creates a conservation benefit separate from the uplift from the establishment and management of Reserve Zone 6.
- **Cottonwood Road Tortoise Passages:** The County and the HCP Partners will provide technical assistance and funding to support the design, construction, maintenance, and/or monitoring of tortoise passages in Washington County, with an emphasis on creating connectivity across Cottonwood Road in Reserve Zone 3.

Table ES-2. Other Changed Circumstances

Changed Circumstance	Trigger	Response
Delisting of Mojave desert tortoise (MDT)	Final rule to remove the MDT from the list of threatened and endangered species becomes effective after publication in the *Federal Register*	Washington County (the County) may, in its discretion, cease implementing this Amended HCP for Covered Activities that occur outside of the Reserve and cease support for future Reserve land acquisitions. The County will continue to implement its conservation commitments for managing Covered Activities within acquired lands of the Reserve through the ITP Term. The County and those HCP Partners with long-term management responsibility for acquired Reserve lands will also continue to manage those lands in accordance with this Amended HCP.
New listed species or critical habitat changes	The USFWS publishes a Proposed Rule in the *Federal Register* that creates a new listed species or designates or revises Critical Habitat within the Plan Area	Within 90 days of notification, the County will meet and confer with the USFWS to determine if incidental take of the newly listed species in the Plan Area is reasonably certain to occur from Covered Activities or if destruction or adverse modification of Critical Habitat is reasonably certain to occur from Covered Activities. The USFWS may provide technical guidance to the County as it considers whether an amendment is warranted.
Wildfire in Reserve	A wildfire occurs on any non-acquired Reserve lands	Within 90 days, the County and the HCP Partners (with the input of the HCAC and TC) will prepare an initial restoration plan for the affected Reserve lands. The County will dedicate funds budgeted for implementing conservation actions associated with Reserve Habitat and Fire Management to actions prescribed in the initial restoration plan for at least 3 years following this Changed Circumstance, after which this funding may be applied in accordance with other priorities consistent with this category of spending. In the event of multiple fires over several years and budgeted monies are expended, the County will work with the HCP partners to identify other funding opportunities to continue to support these activities.
Exceptional Drought	The United States Drought Monitor indicates that any portion of the Reserve is within the D4 – Exceptional Drought Phase	Within 30 days of notification, the County will meet and confer with the USFWS and the Utah Department of Natural Resources-Utah Division of Wildlife Resources (UDWR; the lead agency of the translocation program) to determine what, if any, modifications to the conservation program may be prudent. If the County, the USFWS, and UDWR determine that a temporary suspension of MDT translocation is prudent, The County shall direct its HCP Partners to temporarily suspend MDT translocations into the Reserve. This temporary suspension of MDT translocations will stay in effect until drought conditions abate below the threshold or upon receiving clearance from the USFWS to resume translocation activities.
MDT disease	A disease of MDT not previously known to affect the UVRRU population is detected within the Plan Area or if the observed incidence of upper respiratory tract disease among MDT within the Reserve exceeds 25% of the population	The County will consult with the USFWS and UDWR about suspending MDT translocations into the Reserve. The County, UDWR, and the USFWS will discuss alternative translocation options and possible treatment for affected tortoises, subject to financial constraints and practicability.

Changed Circumstance	Trigger	Response
Private lands in Reserve become developed	A private landowner develops privately held lands within the Reserve boundary	The County and the HCP Partners, through the HCAC, may consider amendments or modifications to this Amended HCP that may be appropriate to accommodate any mitigation lands or funds provided by the private landowner through such independent action inside the Reserve. This may include amendments to the Reserve boundary to include the third-party mitigation lands or modifications to the funding program to coordinate the use of third-party mitigation funds for Reserve management and monitoring. The HCAC may meet and confer with the USFWS to discuss the potential disposition of any forms of mitigations (e.g., funds or lands), as they relate to this Amended HCP and its conservation program's goals and objectives, subject to approval by the County and the USFWS.
Non-participating municipalities	Any municipality in the Permit Area opts to not support the Washington County HCP or a Municipal Partner ceases to meet its funding obligations as established through an executed partnering agreement, such as a Memorandum of Understanding, Interlocal Agreement, or Implementation Agreement	If any Municipal Partner fails to meet its funding obligations as set for in its partnering agreement, and that municipality is unable to provide a satisfactory solution, the incidental take authorization provided by the ITP will cease to automatically apply to non-federal lands within the jurisdiction of that municipality. A municipality that loses its benefits under the agreement may restore them but will be required to pay the County all previous fees that would have otherwise been paid prior to reentering the Washington County HCP or receiving its benefits. If this Changed Circumstance is triggered, and the municipality that lost its benefits under the permit is unwilling or unable to return to a compliant state, the County will meet and confer with the USFWS within 90 days of the initial notification to determine what, if any, modifications to the conservation program may be prudent. The County may allow for individual developers to sign HCP Participation Agreements directly with County, regardless of their municipality's participation. The developer would send any fees associated with their application or participation in this Amended HCP directly to the County. Upon execution of an individual Participation Agreement and payment of the appropriate fees, the incidental take authorization of the reissued ITP will be deemed to apply to the limits of individually enrolled property. Individual enrollments will be subject to approval by the Washington County Commission.

Alternatives to the Taking

No Incidental Take Extension

Under the No ITP Extension Alternative, the County would not seek a Renewed/Amended ITP Term and would not continue implementing the 1995 HCP. The ITP would expire and the County would cease to expend resources on implementation of the 1995 HCP, including support for implementing the 2006 Development Protocols (such as performing MDT clearance surveys and translocations). The Reserve boundary would remain in its current configuration, without the addition of Reserve Zone 6. The County would not provide funding to facilitate future Reserve land acquisitions, monitoring, tortoise removals, fence maintenance, law enforcement, outreach, recreation management, or other tortoise conservation actions in the Plan Area. The County staff positions created to support HCP implementation would be terminated and the HCAC and TC dissolved. Management decisions and activities on lands within the Reserve would remain the responsibility of the respective landowner, but regular coordination and collaborative adaptive management would no longer be supported by the County.

Incidental take of MDTs arising from Covered Activities would no longer be authorized through a streamlined, programmatic HCP and ITP. Instead, project proponents performing non-federal land use or

land development activities in the Plan Area, including on lands within the Reserve not already acquired by the BLM or UDNR, would have the responsibility to comply with the ESA on a project-by-project basis or through a separate programmatic approach. Prior to initiating a non-federal activity, each non-federal project proponent would have the responsibility to review its own activities to determine if the activity is reasonably certain to result in the incidental take of a listed species. If incidental take is likely, the project proponent could either modify the activity to avoid the reasonable certainty of take or seek authorization for such take from the USFWS. Project-specific permitting increases the processing time and staffing burden on both project proponents and the USFWS. Given the uncertainty associated with processing times for HCPs, project proponents may be at risk for significant project delays. For the County and the HCP Partners, the absence of a streamlined mechanism for obtaining incidental take authorization could have significant implications for their constituents, particularly in the case of local government HCP Partners with an obligation to provide adequate public utilities.

The County would also relinquish the remaining previously authorized but unused incidental take authorization in a No ITP Extension Alternative. The County earned the release of 100% of its authorized take through the incremental release schedule of the 1995 HCP through a combination of its spending on various conservation actions and the acquisition of Reserve lands. This alternative would waste many millions of dollars collected from the community and spent on conservation actions toward the good-faith implementation of the 1995 HCP.

The 1995 HCP was designed to offset the impacts of take through implementation of the recovery objectives of the MDT Recovery Plan for the Upper Virgin River population of MDT (1995 HCP:9, 120; USFWS 1994a, 2011). This alternative might make it more difficult for the USFWS to manage the Upper Virgin River MDT population in pursuit of its recovery objectives, since ITP applicants are only required to offset the impacts of authorized take to the maximum extent practicable and do not have an obligation to advance the recovery of listed species.

The County and the HCP Partners desire to continue the successful implementation of the Washington County HCP, since this programmatic approach to ESA compliance for most non-federal activities in the Plan Area supports the fulfillment of the County's community goals and objectives. The County and the Municipal Partners also have a duty to the public to continue to provide access to fully released incidental take authorization. The No ITP Extension Alternative does not satisfy the County's community goals and objectives, which is the purpose and need for the Washington County HCP.

Northern Corridor as a Covered Activity

The County considered an alternative to this Amended HCP that would address the proposed Northern Corridor as a Covered Activity. This alternative would continue to include the proposed addition and management of Zone 6 to the Reserve, specifically as mitigation for the proposed Northern Corridor. The County assumes that, under this alternative, the BLM would acknowledge in the Implementation Agreement that the proposed Northern Corridor would be an allowed use of the Reserve. With respect to the BLM's actions related to the proposed Northern Corridor, the BLM would (to the extent appropriate) also agree to adopt the analysis of the alternative Amended HCP related to the effects, the amount of incidental take, and the minimization measures associated with the proposed Northern Corridor. Finally, recognizing that the BLM may nonetheless make decisions that are contrary to the intent of the alternative Amended HCP, the alternative Amended HCP would continue to include the Changed Circumstance for Northern Corridor Non-Entitlement that ties the conservation measures associated with this new Covered Activity to actual approval of the project with a route that crosses Reserve Zone 3.

While the Northern Corridor is an activity proposed by a non-federal applicant (i.e., the Utah Department of Transportation) and would be routed partially on lands that, as of the preparation of this Amended

HCP, are under non-federal ownership, the proposed Northern Corridor also involves some federal lands and federal approvals through the BLM. Therefore, even under this alternative, the proposed Northern Corridor involves federal actions that may affect, and would be likely to adversely effect, the MDT (with incidental take) and would trigger the need for formal interagency consultation under Section 7 of the ESA.

Given the proposed Northern Corridor's federal nexus, the County rejected this alternative on the basis that any incidental take of MDT associated with the proposed Northern Corridor would more properly be addressed through the required interagency consultation process. This approach is supported by regulations finalized in 2019 by the USFWS clarifying the scope of "effects of the action" that must be addressed in ESA Section 7 interagency consultation and providing a means to address responsibilities of federal agencies and non-federal applicants in a Biological Opinion and Incidental Take Statement (84 *Federal Register* (FR) 44976). Through interagency consultation, the BLM would bear the responsibility to evaluate the effects of the proposed Northern Corridor across both federal and non-federal lands, estimate the amount of incidental take of the MDT, and propose reasonable and prudent measures to minimize the take—thereby vesting with the federal agency a stronger role in the development of conservation measures associated with the Northern Corridor. Therefore, the County does not need to add the Northern Corridor as a Covered Activity or request incidental take authorization for the MDT through the ITP, as these actions are more appropriately addressed through interagency consultation.

Reduced Permit Area

At the suggestion of the USFWS, the County considered alternatives to this Amended HCP that would reduce the size of the Permit Area to either the remaining undeveloped portions of the incidental take areas delineated in the 1995 HCP or the updated areas of Occupied MDT Habitat that are on non-federal and non-Tribal lands. In either alternative the Reserve itself would be retained in the Permit Area to allow take authorization for the Covered Activities inside the Reserve.

This reduced Permit Area alternative would have the effect of reducing the amount of incidental take reauthorized under the renewed ITP. The County would give up the previously authorized, but unutilized, take authorization associated with areas of potential MDT habitat and other lands in the UVRRU that may be suitable for use by MDT. The reduced Permit Area would leave many non-federal project proponents in Washington County without a ready means to address ESA compliance for the MDT, which is problematic given the history of MDT being easily collected and transported to areas where they have not previously been known to occur.

The County and the Municipal Partners have completed in full the conservation measures required of them in return for the incidental take authorized under the 1995 HCP and Original ITP, providing funding for the implementation of conservation measures in excess of the required amounts. These prior conservation actions released the full amount of previously authorized incidental take under the Original ITP. The County and the Municipal Partners have a duty to the public to continue to provide access to fully released incidental take authorization, which is contrary to the outcome of this alternative. The reduced Permit Area alternative does not satisfy the County's community goals and objectives, which is the purpose and need for the Washington County HCP.

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8.1.2 Other Habitat Conservation Plan Partners

The BLM and UDNR are responsible for Reserve land acquisitions and long-term management and monitoring toward achieving the recovery-focused biological goals and objectives of this Amended HCP. The 1995 HCP did not estimate the funding needed to acquire the Reserve lands nor provide a detailed budget for the long-term management or monitoring of the Reserve. However, the budget for the 1995 HCP suggested the following long-term costs (from 1995 HCP:Table 6-3):

- BLM spending of approximately $50,000 per year on Reserve management (approximately $98,700 in inflation-adjusted 2020 dollars), and
- UDWR spending approximately $60,000 every 5 years on monitoring and research activities in the Reserve (approximately $20,253 per year in inflation-adjusted 2020 dollars); however, UDWR notes that actual spending in recent years has been in the range of $50,000 to $70,000 annually (personal communication, Kathleen Clarke, UDNR, letter to Cameron Rognan, HCP Administrator, February 26, 2020).

Since Reserve land acquisitions by the BLM may be achieved by any of several available methods, including land exchanges or donations, the amount of funding that may be needed to complete the acquisitions is uncertain. SITLA estimates that the value of its remaining lands within the Reserve may roughly total approximately $60 to $70 million (personal communication, Kyle Pasley, SITLA, January 8, 2020).

Actual spending by the HCP Partners on Reserve land acquisitions and long-term management and monitoring in support of the biological goals and objectives of this Amended HCP will ultimately be at the discretion of these entities, in accordance with their individual authorities (such as the federal Antideficiency Act) and available resources.

8.2 FUNDING SOURCES AND DISBURSEMENTS

8.2.1 Washington County

The County and the Municipal Partners instituted a fee on new building permits issued for residential, commercial, or industrial construction projects within their jurisdictions to raise the funding for the County's commitments established in the 1995 HCP.[19] The 1995 HCP initially set this fee at 0.2% of the estimated construction cost of each project approved by the County or a Municipal Partner.

The Municipal Partners transfer assessed fees to the Washington County Treasurer on a quarterly basis. The County created an interest-bearing HCP Trust Fund to collect the transferred fees and other funds made available for implementation of the Washington County HCP (e.g., grant funds). As of January 2020, the HCP Trust Fund had a balance of approximately $7 million (personal communication, Kim Hafen, Washington County Clerk). As of November 2019, the County spent $6,344,254 more than originally budgeted for implementation of the 1995 HCP (70% more). These additional expenditures and surplus monies collected demonstrate that this funding mechanism is more than enough for generating the necessary monies to implement this Amended HCP.

[19] The 1995 HCP also established a fee assessed by the Municipal Partners on new plat approvals for subdivision, condominium, town home, or public utility district developments. The 1995 HCP set this fee at $250 per platted acre. However, this platting flat fee did not adjust with inflation and only generated approximately 10% of the HCP revenue collected over the term of the Original ITP. The County has simplified the funding mechanism for this Amended HCP by eliminating the assessment of this flat fee, in favor of relying on the 0.2% fee on building permits.

The County may reduce the amount of the fee assessed on new building permits to account for a surplus balance in the HCP Trust Fund, provided the surplus amount is equivalent to at least 3 years of HCP implementation at the inflation-adjusted average annual budget estimate. Conversely, the County, largely through its Municipal Partners, will increase the amount of the fee if the balance of the HCP Trust Fund is not sufficient to cover the inflation-adjusted average annual budget estimate for the following year. Changes in these HCP-related fees will require the approval of the Washington County Commission and the Municipal Partners.

The County will only use funds deposited into the HCP Trust Fund for the purposes of implementing this Amended HCP or for expenditures that are otherwise consistent with the conservation or recovery of the MDT.

8.2.2 Bureau of Land Management

The RCNCA designation directs funding to the BLM to support actions that contribute to the biological goals and objectives of this Amended HCP. For example, the BLM reported a budget of $3,549,300 in Fiscal Year 2018 for the RCNCA and a level of staffing equivalent to approximately 3.3 full-time positions across a variety of disciplines (i.e., park ranger, wildlife biologist, outdoor recreation planner, landscape architect, GIS specialist, and archaeologist) (BLM 2019b).

8.2.3 Utah Department of Natural Resources

UDNR provides support for the Washington County HCP through funding and resources allocated to the UDWR and Division of Parks and Recreation (i.e., Snow Canyon State Park). Resources that support the implementation of the Washington County HCP include wildlife biologists, recreation specialists, and law enforcement officers. UDNR also assists with the acquisition of non-federal lands within the Reserve through ESA Section 6 grant proposals and administration. Funds to assist with MDT recovery may also be available through the states Endangered Species Mitigation Fund (ESMF) and Watershed Restoration Initiative (WRI).

8.2.4 Federal and State Grants

The County and the HCP Partners have also obtained grant funding from the Land and Water Conservation Fund and the Cooperative Endangered Species Conservation Fund (also known as ESA Section 6 grant funds) to help acquire Reserve lands. As Reserve land acquisition and long-term management activities are actions that enhance the implementation of the Amended HCP, these sources of funding may be The County and the HCP Partners expect to continue seeking additional grant support for HCP implementation in the future as opportunities become available.

8.3 FUNDING ASSURANCES

It is important to note that the funding provided by the County for this Amended HCP is in excess of (i.e., more than doubles) the funding that the County committed to providing for the incidental take originally authorized with the approval of the 1995 HCP. As described in **Chapter 6**, many of the County's commitments during the Renewed/Amended ITP Term are intended to help achieve the goals and objectives of this Amended HCP—above and beyond the actions and resources needed to demonstrate that it has minimized and mitigated the impacts of the authorized incidental take to the maximum extent practicable. Nonetheless, the County assures that the general level and distribution of funding illustrated in **Table 20** will be available to implement its commitments under this Amended HCP through the Renewed/Amended ITP Term.

The County and the Municipal Partners have implemented local regulations to assess and collect the fees described in **Chapter 8.2.1** related to the issuance of building permits. Municipal Partners have Interlocal Agreements with the County, which require that each collect the impact fees described in **Chapter 8.2.1**, and transfer these fees to the County's HCP Trust Fund. Individuals performing Covered Activities that are not addressed by an Interlocal Agreement with a Municipal Partner may enter into a Participation Agreement/Certificate of Participation directly with the County, which will include any applicable funding commitments. Therefore, the assessment, collection, and transfer of funding for implementation of this Amended HCP is assured.

In the event that the County is unable to meet all or part of its funding obligation, the County will enter into discussions with USFWS to discuss feasible alternatives which can accomplish the requirements as stated in this Amended HCP. In the event that funding cannot continue at committed levels, then an amendment procedure may be initiated to reduce the scope of this Amended HCP. In the event that the County cannot continue to make payments as specified in this Amended HCP or worked out through an amendment procedure, then the County's obligation to fund the HCP as described in **Chapter 8.1** shall terminate and the County shall thereafter have no obligation to make further payments and the USFWS may initiate action to revoke the ITP.

The commitments of SITLA and UDNR related to the conservation of listed plants in the Plan Area (particularly the Holmgren milkvetch) are addressed through the commitments of HCP Partners, since the Amended HCP does not include listed plants as covered species. While strict assurances are not required, the HCP Partners, through the Implementation Agreement, commit within the limits of their roles, responsibilities, authorities, and available resources, to implement the conservation measures of this Amended HCP.

Likewise, the commitments of the BLM, USFWS, and UDNR are enhancements to the Amended HCP that help achieve the recovery-based biological goals and objectives. Funding assurances for these enhancement activities are not required to meet the ITP issuance criteria. The USFWS and BLM intend to fulfill their responsibilities completely and expeditiously, as confirmed with the execution of the Implementation Agreement. Both BLM and USFWS will, to the maximum extent practicable, allocate sufficient staff and financial resources as may be necessary to accomplish these responsibilities. USFWS shall include in annual budget requests sufficient funds to fulfill its obligations under this Amended HCP. BLM shall likewise include in annual budget requests sufficient funds to fulfill its obligations under the Implementation Agreement and this Amended HCP.

DRAFT

City of LaVerkin
435 North Main St., LaVerkin Utah, 84745
(435) 635-2581 Fax (435) 635-2104
www.laverkin.org

RESOLUTION NO. R-2021-____

A RESOLUTION RESTRICTING THE USE OF FIREWORKS

WHEREAS, the area has, during this current water year, received below-normal precipitation, which has increased the potential for fire danger; and

WHEREAS, the conditions of the City of LaVerkin and other areas in Washington County are historically—and have begun and are anticipated to be—hot and dry during the summer months; and

WHEREAS, the State is already had its first named fire of the season, and this area is currently or will soon be under threat of wildfires, including brush fires; and conditions are such that this condition is believed to continue or worsen over the course of this fire season; and

WHEREAS, it has been the opinion and determination of the fire chief of the Hurricane Valley Fire District (which services the fire prevention, mitigation, and firefighting needs of the City and its residents and businesses) that such hazardous environmental conditions—or the potential thereof—necessitate the controlled use of ignition sources, including fireworks; and

WHEREAS, the proper and improper use of fireworks under hot and dry conditions can create the potential for fire; and

WHEREAS, brush and structural fires constitute a threat to life and property in the City of LaVerkin; and

WHEREAS, it is in the best interests of the City and its residents, businesses, and guests that the dangers and potential damage and/or injury associated with such fires be minimized by the exercise of caution, advance planning, and appropriate and lawful regulatory action calculated to reduce the threat of such potential dangers and harm; and

WHEREAS, Section 4-9-3, *LaVerkin City Code*, authorizes the City Council to declare firework restrictions in stages.

DRAFT

RESOLUTION NO. R-2021____

NOW THEREFORE BE IT RESOLVED by the City Council of LaVerkin, Utah:

1. That a **Stage Two fire restriction** is declared until further notice.

2. That, pursuant to and in accordance with the provisions of Section 4-9-3.B.3.b, *LaVerkin City Code*, the use of fireworks by persons other than the City:

   (a) shall be limited to the following sites or locations:

   (1) ***all City-owned park property in the area of Wanlass Park and Vintage Park*** *[i.e., all City-owned park lands situated in the area extending from Main Street on the east to State Street (SR-9) on the west, and from 300 North Street on the south to 500 North Street (SR-9) on the north; and all City-owned park lands bounded by the roadways known as 380 West, 635 North, and 300 West]; and*

   (2) **all city (public) streets within the City limits and located more than 100 feet from any hillside surrounding the inhabited area of the City.**

   (b) shall only occur:

   (1) between the hours of 11:00 a.m. (morning) and 12:00 a.m. (midnight, that evening), on July 4 and on July 24; and

   (2) between the hours of 11:00 a.m. (morning) and 11:00 p.m. (that evening), on the following dates: July 2, 3, and 5, July 22, 23, and 25; and

   (3) between the hours of 11:00 a.m. on December 31 and 1:00 a.m. (early morning) on January 1, 2022; and

   (4) between the hours of 11:00 a.m. (morning) on January 31, 2022 (the eve of the Chinese New Year) and 1:00 a.m. (early morning) of February 1, 2022 (the day of the Chinese New Year).

DRAFT

3. That, to be lawful, any such use **shall** be reasonable, prudent, and non-negligent, and with due regard for the safety of others and their property; shall, except as specifically set forth herein, not violate City park curfews; shall conform to, and be in accordance with, all applicable State and local laws and ordinances, including but not limited Title 4, Chapter 9, *LaVerkin City Code*; and shall conform to and comply with the recommendations, restrictions, and prohibitions (applicable to such use or permitted locations thereof) of any then-current Order and/or Directive (or similar mandate or recommendation) of the Governor and/or the local health department with regards to the Covid-19 pandemic (to include but not be limited to required social distancing, size of groups congregating in public areas, etc.).

4. That this declaration and accompanying regulations and restrictions shall be in effect until modified, revoked, or otherwise terminated by resolution of the City Council, and in no event beyond February 28, 2021; *provided,* that if the situation changes sufficient that an emergency condition exists, justifying a further restriction or the prohibition of fireworks within the City, the Mayor may—upon notice to the public (via the City's website and the posting in at least three public locations throughout the City, including the City Offices), issue a temporary ***Mayor's Proclamation*** that will immediately be in force until the next scheduled City Council meeting.

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

PASSED, ADOPTED AND APPROVED this _____ day of April, 2021.

_____
RICHARD M. HIRSCHI, Mayor

ATTEST:

_____
CHRISTY BALLARD, City Recorder

(now signed by the Gov.)

(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;

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

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:

AMENDS:

10-8-85.4, as enacted by Laws of Utah 2017, Chapter 335

10-9a-505.5, as last amended by Laws of Utah 2012, Chapter 172

10-9a-511.5, as enacted by Laws of Utah 2015, Chapter 205

15A-3-202, as last amended by Laws of Utah 2020, Chapter 441

15A-3-204, as last amended by Laws of Utah 2016, Chapter 249

15A-3-206, as last amended by Laws of Utah 2018, Chapter 186

17-27a-505.5, as last amended by Laws of Utah 2015, Chapter 465

17-27a-510.5, as enacted by Laws of Utah 2015, Chapter 205

17-50-338, as enacted by Laws of Utah 2017, Chapter 335

35A-8-505, as last amended by Laws of Utah 2020, Chapter 241

57-8a-209, as last amended by Laws of Utah 2018, Chapter 395

57-8a-218, as last amended by Laws of Utah 2017, Chapter 131

ENACTS:

10-9a-530, Utah Code Annotated 1953

17-27a-526, Utah Code Annotated 1953

35A-8-504.5, Utah Code Annotated 1953

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

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

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

(1) As used in this section:

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

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

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

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

(i) allows a person to offer a short-term rental to one or more prospective renters; and

(ii) facilitates the renting of, and payment for, a short-term rental.

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

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

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

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

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

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

(1) As used in this section, "single-family limit" means the number of [~~unrelated~~] individuals allowed to occupy each residential unit that is recognized by a land use authority in 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 5/1/21)

(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:

(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.

(2) In any area zoned primarily for residential use:

(a) the use of an internal accessory dwelling unit is a permitted use; and

(b) except as provided in Subsections (3) and (4), a municipality may not establish any restrictions or requirements for the construction or use of one internal accessory dwelling unit within a primary dwelling, including a restriction or requirement governing:

(i) the size of the internal accessory dwelling unit in relation to the primary dwelling;

(ii) total lot size; or

(iii) street frontage.

(3) An internal accessory dwelling unit shall comply with all applicable building, health, and fire codes.

(4) A municipality may:

(a) prohibit the installation of a separate utility meter for an internal accessory dwelling unit;

(b) require that an internal accessory dwelling unit be designed in a manner that does not change the appearance of the primary dwelling as a single-family dwelling;

(c) require a primary dwelling:

(i) to include one additional on-site parking space for an internal accessory dwelling unit, regardless of whether the primary dwelling is existing or new construction; and

(ii) to replace any parking spaces contained within a garage or carport if an internal accessory dwelling unit is created within the garage or carport;

(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

Subsection (5)(b);

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

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

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

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

(b) The written notice of violation shall:

(i) describe the specific violation;

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

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

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

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

(iv) notify the owner of the property:

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

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

(v) be mailed to:

(A) the property's owner of record; and

(B) any other individual designated to receive notice in the owner's license or permit records; and

(vi) be posted on the property.

(c) The written notice of lien shall:

(i) comply with the requirements of Section 38-12-102;

(ii) state that the property is subject to a lien;

(iii) specify the lien amount, in an amount of up to $100 for each day of violation after the day on which the opportunity to cure the violation expires;

(iv) be mailed to:

(A) the property's owner of record; and

(B) any other individual designated to receive notice in the owner's license or permit records; and

(v) be posted on the property.

(d) (i) If an owner of property files a written objection in accordance with Subsection (5)(b)(iv), the municipality shall:

(A) hold a hearing in accordance with Title 52, Chapter 4, Open and Public Meetings Act, to conduct a review and determine whether the specific violation described in the written notice of violation under Subsection (5)(b) has occurred; and

(B) notify the owner in writing of the date, time, and location of the hearing described in Subsection (5)(d)(i)(A) no less than 14 days before the day on which the hearing is held.

(ii) If no owner of property files a written objection under Subsection (5)(b)(iv), a municipality may not record a lien under this Subsection (5) until the municipality holds a hearing and determines that the specific violation has occurred.

(iii) If the municipality determines at the hearing that the specific violation has occurred, the municipality may impose a lien in an amount of up to $100 for each day of 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:

"The building official shall not request proprietary information."

(3) In IRC, Section 109:

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

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

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

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

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

[~~(6)~~] (7) In IRC, Section R202, the definition of "Cross Connection" is deleted and replaced with the following: "CROSS CONNECTION. Any physical connection or potential connection or arrangement between two otherwise separate piping systems, one of which 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

(762 mm) or less."

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

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

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

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

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

[~~(19)~~] (24) In IRC, Section R315.5, a new exception, 3, is added as follows:
"3. Hard wiring of carbon monoxide alarms in existing areas shall not be required where the alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for hard wiring, without the removal of interior finishes."

[~~(20)~~] (25) A new IRC, Section R315.7, is added as follows: " R315.7 Interconnection. Where more than one carbon monoxide alarm is required to be installed within an individual dwelling unit in accordance with Section R315.1, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.
Exception: Interconnection of carbon monoxide alarms in existing areas shall not be required where alterations or repairs do not result in removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes."

[~~(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 5/15/24)

(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.

(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:

Section 16. **Effective date.** (effective 5/5/21)

(1) Except as provided in Subsection (2), this bill takes effect on May 5, 2021.

(2) The actions affecting the following sections take effect on October 1, 2021:

(a) Section 10-8-85.4;

(b) Section 10-9a-530;

(c) Section 17-27a-526;

(d) Section 17-50-338;

(e) Section 57-8a-209; and

(f) Section 57-8a-218.