City of La Verkin

435 North Main St., La Verkin Utah, 84745
(435) 635-2581 Fax (435) 635-2104
www.laverkin.org

La Verkin City Council Meeting Agenda
Wednesday, October 20, 2021, 6:00 p.m.
Council Chambers, 111 S. Main, La Verkin, Utah

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

B. Presentation:

1. Royalty
2. Senior Companion & Foster Grandparent Programs-Joni Lyman
3. Victim Service Coordinator-Tiffany Mower
4. Specialized Investigations-Steve Johnson
5. Landscape ordinance-Washington County Water Conservancy District

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. Checks and Invoices: $55,967.97

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

E. Business:

1. Discussion and possible action to approve a donation to the Senior Companion and Foster Grandparent programs.
2. Discussion and possible action to approve Resolution No. R-2021-*20*; a resolution approving and adopting a Cooperative Agreement with the Utah Department of Transportation, State of Utah, for the cost-sharing of the State Route 9/17 La Verkin Planning Study.
3. Discussion and possible setting of a public hearing for the surplus Resolution No. R-2021-*21*, a resolution declaring certain property-a portion of Tax Parcel LV-50-SA, owned by La Verkin City, and located adjacent to the intersection of 300 South and SR9, La Verkin, Utah to be surplus and providing for its disposition by private sale to an individual.
4. Review, discussion, and possible action to ratify the mayor's signature on a Justice Assistance Grant (JAG).
5. Discussion and possible action to accept the 275 West Road Dedication from Ninta Properties LLC.
6. Discussion and possible action to approve an Independent Contractor Agreement for the Zion Regional Collaborative (ZRC).

F. Mayor & Council Reports:

Mayor Hirschi:
Wilson: Ash Creek Sewer District, Public Works, Water, La Verkin Hot Springs
Wise: Planning Commission/Zoning, Beautification/Trails Committee, Economic Development/Tourism
Justice: Washington County Solid Waste, Homeland Security/CERT, Confluence Park
Gubler: Public Safety, Recreation/City Festivals
Hardy: Southwest Mosquito Abatement, Historical Preservation

G. Adjourn:

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

Certificate of Posting

The undersigned City Recorder does hereby certify that the agenda was sent to each member of the governing body, sent to the Spectrum newspaper, posted on the State website at, posted on the La Verkin City website at www.laverkin.org and the city office buildings, 111 S. Main and 435 N. Main on October 14, 2021.
Christy Ballard, City Recorder

La Verkin City
Invoice Register - 10/1/2021 to 10/13/2021 - All Invoices

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
RFD 100040694.	*Shepard, Jacob		10/1/2021	10/1/2021	$91.68			
					91.68	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040694 - *S
PR100821-258	AFLAC		10/13/2021	10/13/2021	$115.38			
					115.38	102224	Health Savings Acoount	AFLAC EE
977084	ALSCO		10/8/2021	10/25/2021	$62.05			
					0.62	104160.250	Bldg EQUIPMENT OPERATING	
					7.45	104240.250	Inspect EQUIPMENT OPERATI	
					11.17	104410.250	Streets EQUIPMENT OPERATI	
					0.62	104410.745	Streets STREET IMPROVEME	
					0.62	104510.250	Parks EQUIPMENT OPERATIN	
					28.54	516340.250	O&M EQUIPMENT OPERATIN	
					0.62	516340.450	O&M SYSTEMS MAINTENANC	
					3.72	536310.250	Irrigation EQUIPMENT OPERA	
					0.62	536310.450	Irrigation WATER MAIN REPAIR	
					7.45	556350.250	Drainage EQUIPMENT OPERA	
					0.62	556350.440	Drainage NEW SERVICES	
UT202101943	BLUE STAKES OF UTAH 811		10/1/2021	10/30/2021	$40.54			
					40.54	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
UT202102268	BLUE STAKES OF UTAH 811	48703	10/1/2021	7/30/2021	$105.58			
					105.58	516340.450	O&M SYSTEMS MAINTENANC	Billable email notifications
	Vendor Total:				**$146.12**			
RFD 100039371.	Buynar, Hermon & Mary		10/1/2021	10/1/2021	$85.97			
					85.97	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039371 - Bu
09172021	Campbell, Clay M		10/12/2021	9/17/2021	$806.40			
					806.40	104240.230	Inspect TRAVEL & TRAINING	Hotel for Inspector training, Cam
092921	Citi Cards		10/12/2021	10/25/2021	$306.22			
PO# 4088					306.22	104111.230	Council TRAVEL & TRAINING	Dinner for Those who went to Le
1077099541	Citi Cards		10/12/2021	10/25/2021	$710.84			
PO# 4094					710.84	104111.250	Council EQUIPMENT OPERATI	Laptop
156838	Citi Cards		10/1/2021	10/5/2021	$333.00			
					149.85	104140.240	Admin OFFICE EXPENSE, SUP	
					39.96	104140.310	Admin ATTORNEY/IN HOUSE	
					87.54	516660.240	Admin OFFICE EXPENSE, SUP	
					20.65	536310.240	Irrigation OFFICE EXPENSE, S	
					35.00	556350.240	Drainage OFFICE EXPENSE, S	
29167468	Citi Cards		10/12/2021	10/25/2021	$1,737.87			
PO# 4092					1,737.87	104510.480	Parks RAP Tax	Sound System for City Events
3713022	Citi Cards		10/8/2021	10/25/2021	$4.37			
					4.37	104140.315	Admin COMPUTER EQUIPME	Ram for office computer
4465836	Citi Cards		10/8/2021	10/25/2021	$96.05			
					96.05	104140.315	Admin COMPUTER EQUIPME	Ram for office computer
5098667	Citi Cards		10/4/2021	10/20/2021	$191.08			
					191.08	104140.610	Admin MISCELLANEOUS SER	Supplies
	Vendor Total:				**$3,379.43**			
092121	Davis Food & Drug #4/Farmers Market		10/12/2021	10/15/2021	$6.99			
					0.07	104160.250	Bldg EQUIPMENT OPERATING	
					0.84	104240.250	Inspect EQUIPMENT OPERATI	
					1.25	104410.250	Streets EQUIPMENT OPERATI	
					0.07	104410.745	Streets STREET IMPROVEME	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					0.07	104510.250	Parks EQUIPMENT OPERATIN	
					3.22	516340.250	O&M EQUIPMENT OPERATIN	
					0.07	516340.450	O&M SYSTEMS MAINTENANC	
					0.42	536310.250	Irrigation EQUIPMENT OPERA	
					0.07	536310.450	Irrigation WATER MAIN REPAIR	
					0.84	556350.250	Drainage EQUIPMENT OPERA	
					0.07	556350.440	Drainage NEW SERVICES	
09302021 PO# 4096	Davis Food & Drug #4/Farmers Market		10/12/2021	10/8/2021	$118.22			
					118.22	104540.610	Rec MISCELLANEOUS EXPEN	Candy for the Parade
100621	Davis Food & Drug #4/Farmers Market		10/8/2021	10/20/2021	$26.05			
					26.05	104111.250	Council EQUIPMENT OPERATI	Supplies for council meeting
	Vendor Total:				**$151.26**			
3269-0921	Dominiom Energy		10/8/2021	10/15/2021	$22.33			
					11.16	104140.280	Admin UTILITIES	111 S Main Street
					11.17	104210.280	Police UTLITIES	111 S Main Street
9275-0921	Dominiom Energy		10/8/2021	10/15/2021	$7.16			
					7.16	104510.280	Parks UTILITIES	Cemetary shop
9924-0921	Dominiom Energy		10/8/2021	10/15/2001	$7.16			
					7.16	104140.280	Admin UTILITIES	435 N Main steet
	Vendor Total:				**$36.65**			
091521	Empire Waste Services		10/8/2021	9/15/2021	$59.00			
					59.00	104253.250	Animal EQUIPMENT OPERATI	Chest freezer pick up
093021	Empire Waste Services		10/8/2021	10/10/2021	$229.98			
					165.58	104140.280	Admin UTILITIES	
					57.50	516660.280	Admin UTILITIES	
					6.90	556350.250	Drainage EQUIPMENT OPERA	
	Vendor Total:				**$288.98**			
RI1001211	GUBLER, KYLE	48710	10/1/2021	10/1/2021	$500.00			
					500.00	104140.250	Admin EQUIPMENT OPERATIN	Car allowance
100121 PO# 4068	Gubler, Micah		10/12/2021	10/1/2021	$86.79			
					86.79	104540.610	Rec MISCELLANEOUS EXPEN	Princess pagent
10012021	Hamson, Kimberly	48711	10/5/2021	10/1/2021	$1,000.00			
					1,000.00	104510.610	Parks SPORTS	Sports director
PR100821-6099	Health Equity		10/13/2021	10/13/2021	$1,811.00			
					1,811.00	102224	Health Savings Acoount	PEHP Health Equity
2021-1663	HURRICANE CITY JUSTICE COURT		10/8/2021	10/10/2021	$250.00			
					250.00	104121.240	Police JUSTICE COURT	Oct 2021 court billing
090321	HURRICANE CITY POWER		10/8/2021	10/15/2021	$21.16			
					21.16	104140.280	Admin UTILITIES	Laverkin sign
37163	HURRICANE READY MIX LLC		10/8/2021	10/8/2021	$320.25			
					320.25	104410.745	Streets STREET IMPROVEME	Cement
091521 PO# 4068	Jensen, Jessica		10/12/2021	9/15/2021	$31.00			
					31.00	104540.610	Rec MISCELLANEOUS EXPEN	LaVerkin Princess Pagent
100121 PO# 4068	JOHNSON, MARIDEE		10/12/2021	10/1/2021	$113.85			
					113.85	104540.610	Rec MISCELLANEOUS EXPEN	Princess pagent
RI1001212	JOHNSON, MARIDEE	ACH.262.1007211205	10/1/2021	10/1/2021	$500.00			
					500.00	104540.610	Rec MISCELLANEOUS EXPEN	Activities Director
	Vendor Total:				**$613.85**			
PR100821-147	LEGAL SHIELD		10/4/2021	10/4/2021	$12.95			
					12.95	102225	Misc Payable	LegalShield

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
PR100821-147	LEGAL SHIELD		10/13/2021	10/13/2021	$32.40			
					32.40	102225	Misc Payable	LegalShield
	Vendor Total:				**$45.35**			
1355	Magicman Handyman, LLC	48718	10/4/2021	10/10/2021	$941.66			
					941.66	104160.270	Bldg B&G OPERATION AND M	Fininshing 435 N remodel
674907	NAPA AUTO PARTS		10/8/2021	7/1/2021	$9.48			
					0.09	104160.250	Bldg EQUIPMENT OPERATING	
					1.14	104240.250	Inspect EQUIPMENT OPERATI	
					1.73	104410.250	Streets EQUIPMENT OPERATI	
					0.09	104410.745	Streets STREET IMPROVEME	
					0.09	104510.250	Parks EQUIPMENT OPERATIN	
					4.36	516340.250	O&M EQUIPMENT OPERATIN	
					0.09	516340.450	O&M SYSTEMS MAINTENANC	
					0.57	536310.250	Irrigation EQUIPMENT OPERA	
					0.09	536310.450	Irrigation WATER MAIN REPAIR	
					1.14	556350.250	Drainage EQUIPMENT OPERA	
					0.09	556350.440	Drainage NEW SERVICES	
675669	NAPA AUTO PARTS		10/8/2021	7/24/2021	$24.99			
					0.25	104160.250	Bldg EQUIPMENT OPERATING	
					3.00	104240.250	Inspect EQUIPMENT OPERATI	
					4.49	104410.250	Streets EQUIPMENT OPERATI	
					0.25	104410.745	Streets STREET IMPROVEME	
					0.25	104510.250	Parks EQUIPMENT OPERATIN	
					11.50	516340.250	O&M EQUIPMENT OPERATIN	
					0.25	516340.450	O&M SYSTEMS MAINTENANC	
					1.50	536310.250	Irrigation EQUIPMENT OPERA	
					0.25	536310.450	Irrigation WATER MAIN REPAIR	
					3.00	556350.250	Drainage EQUIPMENT OPERA	
					0.25	556350.440	Drainage NEW SERVICES	
677373	NAPA AUTO PARTS		10/8/2021	7/24/2021	$35.21			
					0.35	104160.250	Bldg EQUIPMENT OPERATING	
					4.23	104240.250	Inspect EQUIPMENT OPERATI	
					6.34	104410.250	Streets EQUIPMENT OPERATI	shop supplies
					0.35	104410.745	Streets STREET IMPROVEME	
					0.35	104510.250	Parks EQUIPMENT OPERATIN	
					16.20	516340.250	O&M EQUIPMENT OPERATIN	
					0.35	516340.450	O&M SYSTEMS MAINTENANC	
					2.11	536310.250	Irrigation EQUIPMENT OPERA	
					0.35	536310.450	Irrigation WATER MAIN REPAIR	
					4.23	556350.250	Drainage EQUIPMENT OPERA	
					0.35	556350.440	Drainage NEW SERVICES	
702698	NAPA AUTO PARTS		10/8/2021	10/10/2021	$149.06			
					1.49	104160.250	Bldg EQUIPMENT OPERATING	
					17.89	104240.250	Inspect EQUIPMENT OPERATI	
					26.83	104410.250	Streets EQUIPMENT OPERATI	dump truck
					1.49	104410.745	Streets STREET IMPROVEME	
					1.49	104510.250	Parks EQUIPMENT OPERATIN	
					68.57	516340.250	O&M EQUIPMENT OPERATIN	
					1.49	516340.450	O&M SYSTEMS MAINTENANC	
					8.94	536310.250	Irrigation EQUIPMENT OPERA	
					1.49	536310.450	Irrigation WATER MAIN REPAIR	
					17.89	556350.250	Drainage EQUIPMENT OPERA	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					1.49	556350.440	Drainage NEW SERVICES	
	Vendor Total:				**$218.74**			
160283	Opticare of Utah		10/8/2021	10/4/2021	$250.48			
					250.48	101562	PEHP/AFLAC Insurance Clearin	employee eye insurance
9413	PRESTON'S OFFICE PLUS		10/8/2021	10/25/2021	$25.00			
					18.00	104140.280	Admin UTILITIES	
					6.25	516660.280	Admin UTILITIES	
					0.75	556350.250	Drainage EQUIPMENT OPERA	
243	RED DESERT DETAIL	48732	10/7/2021	10/4/2021	$150.00			
					150.00	104140.310	Admin ATTORNEY/IN HOUSE	Detail city car
5136	RED DESERT OFF ROAD, LLC/LINE X		10/12/2021	10/8/2021	$1,800.00			
PO# 4090					450.00	104410.745	Streets STREET IMPROVEME	Srpay in bed liner for new trucks
					450.00	516340.440	O&M NEW SERVICES	Srpay in bed liner for new trucks
					450.00	536310.450	Irrigation WATER MAIN REPAIR	Srpay in bed liner for new trucks
					450.00	556350.440	Drainage NEW SERVICES	Srpay in bed liner for new trucks
6581550	SCHOLZEN PRODUCTS CO INC	48684	10/7/2021	9/22/2021	$569.29			
PO# 4801					569.29	104510.470	Parks IMPACT FEES	Fittings for Sprinklers at PP park
6601925	SCHOLZEN PRODUCTS CO INC	48723	10/1/2021	10/10/2021	$35.40			
					35.40	516340.440	O&M NEW SERVICES	Water meter supplies
6602367	SCHOLZEN PRODUCTS CO INC		10/8/2021	10/25/2021	$106.80			
					106.80	104510.610	Parks SPORTS	Marking paint for fields
6602666	SCHOLZEN PRODUCTS CO INC		10/8/2021	10/25/2021	$24.80			
					24.80	104160.270	Bldg B&G OPERATION AND M	Supplies to fix gate
6603138	SCHOLZEN PRODUCTS CO INC		10/12/2021	10/25/2021	$751.49			
PO# 4099					751.49	536310.450	Irrigation WATER MAIN REPAIR	Replace broken Irrigation valve
6603548	SCHOLZEN PRODUCTS CO INC		10/8/2021	10/25/2021	$71.37			
					71.37	536310.450	Irrigation WATER MAIN REPAIR	Valve box and lid
	Vendor Total:				**$1,559.15**			
315355	Southwest Utah Public Health Departme		10/8/2021	11/1/2021	$120.00			
					120.00	516340.420	O&M PURIFICATION AND TRE	Water sample testing
11285	STERLING CODIFIERS, INC/ AMERIC		10/8/2021	10/15/2021	$391.00			
					281.52	104140.280	Admin UTILITIES	
					97.75	516660.280	Admin UTILITIES	
					11.73	556350.250	Drainage EQUIPMENT OPERA	
100121	STEWART, BRITTANY		10/12/2021	10/1/2021	$13.83			
PO# 4068					13.83	104540.610	Rec MISCELLANEOUS EXPEN	Princess pagent
Refund: 1000380	SULLIVAN, CLAIRE		10/12/2021	10/12/2021	$58.56			
					58.56	511311	Accounts Receivable	Refund: 100038047 - SULLIVAN
4441	T HUNT STORAGE	48727	10/1/2021	10/1/2021	$130.00			
					130.00	104620.610	Comm COMMUNITY DEVELOP	Storage
522833	The Bancorp Bank		10/8/2021	10/10/2021	$2,662.41			
					2,662.41	104230.810	Victims LEASE PAYMENTS	2021 RAV4 Hybrid
100121	U.S. POSTAL SERVICE	48696	10/1/2021	10/1/2021	$532.32			
					240.54	104140.240	Admin OFFICE EXPENSE, SUP	
					65.53	104140.310	Admin ATTORNEY/IN HOUSE	
					140.40	516660.240	Admin OFFICE EXPENSE, SUP	
					30.62	536310.240	Irrigation OFFICE EXPENSE, S	
					55.23	556350.240	Drainage OFFICE EXPENSE, S	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
PR100821-501	UTAH RETIREMENT SYSTEMS		10/4/2021	10/4/2021	$327.48			
					116.18	102223	Retirement Payable	401k
					211.30	102223	Retirement Payable	Retirement
PR100821-501	UTAH RETIREMENT SYSTEMS		10/13/2021	10/13/2021	$8,967.49			
					902.31	102223	Retirement Payable	401k
					7,815.18	102223	Retirement Payable	Retirement
					250.00	102223	Retirement Payable	Roth IRA
	Vendor Total:				**$9,294.97**			
PR092421-449	Utah State Tax Commission		10/4/2021	10/4/2021	$413.98			
					413.98	102222	State Witholding	State Income Tax
PR100821-449	Utah State Tax Commission		10/4/2021	10/4/2021	$29.12			
					29.12	102222	State Witholding	State Income Tax
PR100821-449	Utah State Tax Commission		10/13/2021	10/13/2021	$1,893.34			
					1,893.34	102222	State Witholding	State Income Tax
	Vendor Total:				**$2,336.44**			
15711	WCWCD		10/8/2021	10/25/2021	$3,073.06			
					3,073.06	516660.410	Admin PRODUCT OR SERVIC	Sept 21 water dvelopment surch
RI1001213	Weeks, James	ACH.7220.1007211205	10/1/2021	10/1/2021	$1,200.00			
					1,200.00	104140.311	Admin ATTORNEY	
23131	WORTHINGTON APPRAISALS	48730	10/1/2021	9/28/2021	$450.00			
					450.00	104410.745	Streets STREET IMPROVEME	Property appraisal for 105 S Stat
2 - 2020 2 Police	ZIONS BANK		10/5/2021	10/5/2021	$8,484.20			
					7,062.56	104210.810	Police LEASE PAYMENTS	Principal - 2020 2 Police Truck L
					1,421.64	104210.810	Police LEASE PAYMENTS	Interest - 2020 2 Police Truck Le
09232021	ZIONS FIRST NATIONAL BANK CC		10/1/2021	9/23/2021	$49.94			
					49.94	104410.230	Streets TRAVEL & TRAINING	Perdiem for getting trucks
092321	ZIONS FIRST NATIONAL BANK CC		10/1/2021	10/10/2021	$23.68			
					23.68	104410.230	Streets TRAVEL & TRAINING	Perdiem for getting trucks
92321	ZIONS FIRST NATIONAL BANK CC		10/1/2021	9/23/2021	$10.82			
					10.82	104410.230	Streets TRAVEL & TRAINING	Perdiem for getting trucks
	Vendor Total:				**$84.44**			
PR092421-234	ZIONS FIRST NATIONAL BANK.	10042021	10/4/2021	10/4/2021	$2,674.51			
					1,037.04	102221	FICA & FWT Witholding	Social Security Tax
					242.54	102221	FICA & FWT Witholding	Medicare Tax
					1,394.93	102221	FICA & FWT Witholding	Federal Income Tax
PR100821-234	ZIONS FIRST NATIONAL BANK.	10042021	10/4/2021	10/4/2021	$214.36			
					141.86	102221	FICA & FWT Witholding	Social Security Tax
					33.18	102221	FICA & FWT Witholding	Medicare Tax
					39.32	102221	FICA & FWT Witholding	Federal Income Tax
PR100821-234	ZIONS FIRST NATIONAL BANK.		10/13/2021	10/13/2021	$9,459.52			
					5,450.16	102221	FICA & FWT Witholding	Social Security Tax
					1,274.62	102221	FICA & FWT Witholding	Medicare Tax
					2,734.74	102221	FICA & FWT Witholding	Federal Income Tax
	Vendor Total:				**$12,348.39**			
			Total:		**$55,967.97**			

GL Account Summary

250.48	101562	PEHP/AFLAC Insurance Clearin
12,348.39	102221	FICA & FWT Witholding
2,336.44	102222	State Witholding
9,294.97	102223	Retirement Payable

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					1,926.38	102224	Health Savings Acoount	
					45.35	102225	Misc Payable	
					306.22	104111.230	Council TRAVEL & TRAINING	
					736.89	104111.250	Council EQUIPMENT OPERATI	
					250.00	104121.240	Police JUSTICE COURT	
					390.39	104140.240	Admin OFFICE EXPENSE, SUP	
					500.00	104140.250	Admin EQUIPMENT OPERATIN	
					504.58	104140.280	Admin UTILITIES	
					255.49	104140.310	Admin ATTORNEY/IN HOUSE	
					1,200.00	104140.311	Admin ATTORNEY	
					100.42	104140.315	Admin COMPUTER EQUIPME	
					191.08	104140.610	Admin MISCELLANEOUS SER	
					2.87	104160.250	Bldg EQUIPMENT OPERATING	
					966.46	104160.270	Bldg B&G OPERATION AND M	
					11.17	104210.280	Police UTLITIES	
					8,484.20	104210.810	Police LEASE PAYMENTS	
					2,662.41	104230.810	Victims LEASE PAYMENTS	
					806.40	104240.230	Inspect TRAVEL & TRAINING	
					34.55	104240.250	Inspect EQUIPMENT OPERATI	
					59.00	104253.250	Animal EQUIPMENT OPERATI	
					84.44	104410.230	Streets TRAVEL & TRAINING	
					51.81	104410.250	Streets EQUIPMENT OPERATI	
					1,223.12	104410.745	Streets STREET IMPROVEME	
					2.87	104510.250	Parks EQUIPMENT OPERATIN	
					7.16	104510.280	Parks UTILITIES	
					569.29	104510.470	Parks IMPACT FEES	
					1,737.87	104510.480	Parks RAP Tax	
					1,106.80	104510.610	Parks SPORTS	
					863.69	104540.610	Rec MISCELLANEOUS EXPEN	
					130.00	104620.610	Comm COMMUNITY DEVELOP	
					49,441.19		**Total**	
					58.56	511311	Accounts Receivable	
					177.65	512330	Turn on Fee/Renter Deposit	
					132.39	516340.250	O&M EQUIPMENT OPERATIN	
					120.00	516340.420	O&M PURIFICATION AND TRE	
					485.40	516340.440	O&M NEW SERVICES	
					148.99	516340.450	O&M SYSTEMS MAINTENANC	
					227.94	516660.240	Admin OFFICE EXPENSE, SUP	
					161.50	516660.280	Admin UTILITIES	
					3,073.06	516660.410	Admin PRODUCT OR SERVIC	
					4,585.49		**Total**	
					51.27	536310.240	Irrigation OFFICE EXPENSE, S	
					17.26	536310.250	Irrigation EQUIPMENT OPERA	
					1,275.73	536310.450	Irrigation WATER MAIN REPAIR	
					1,344.26		**Total**	
					90.23	556350.240	Drainage OFFICE EXPENSE, S	
					53.93	556350.250	Drainage EQUIPMENT OPERA	
					452.87	556350.440	Drainage NEW SERVICES	
					597.03		**Total**	
					$55,967.97		**GL Account Summary Total**	

What is it?

Grant funded by Violence Against Women Act (VAWA)

Position was started in January of 2019, position filled March of 2019

Specializes in Investigating: Sexual Assaults, Domestic Violence Cases, Stalking and Protective Order Violations, and Dating Violence.

Also has been handling Child Abuse cases, Burglary cases, Fraud cases, Arson cases, and other cases that Officer's need help on.

Background

Certified Law Enforcement Officer for 18 years

Full time Employment with Hurricane City PD

Currently a Patrol Officer for Hurricane City PD

Spent 7 years in Investigations Division

SRO: Hurricane High School from 2012 to 2016

Full Time Detective from 2016 to 2019

Holds numerous Certifications ranging from, Field Sobriety Tests, Field Training Officer, Certified Computer Voice Stress Analyser Technician, etc...

Sexual Assault's

All of these incidents include the following

- Rape
- Object Rape
- Sexual Abuse
- Sodomy
- Sexual Battery

This includes both Adult and Juvenile Cases

Domestic Violence

These cases can be a volatile situation.

These are very emotionally driven cases

These cases include both physical and verbal fights

Children can be involved

My role is to follow up on the cases when Patrol has taken the original report.

This includes taking action that is necessary and making sure the victim has all of the resources available to him/her

Protective Orders

What is a Protective Order?

- Order from the court protecting the Petitioner (Requesting Person) against the Respondent (person who the order is against)
- Can place restrictions on the Respondent if the court finds they committed an act of violence, threatened violence or attempted violence against the Petitioner
- This can order the Respondent to:
    - Not commit violence against people listed on the order
    - Not contact or communication in any way with people on the order
    - Stay away from the Petitioners home, work, school and place of worship
    - Not possess, have or buy a firearm or other type of weapon

- If order is violated the person can be arrested and charged.

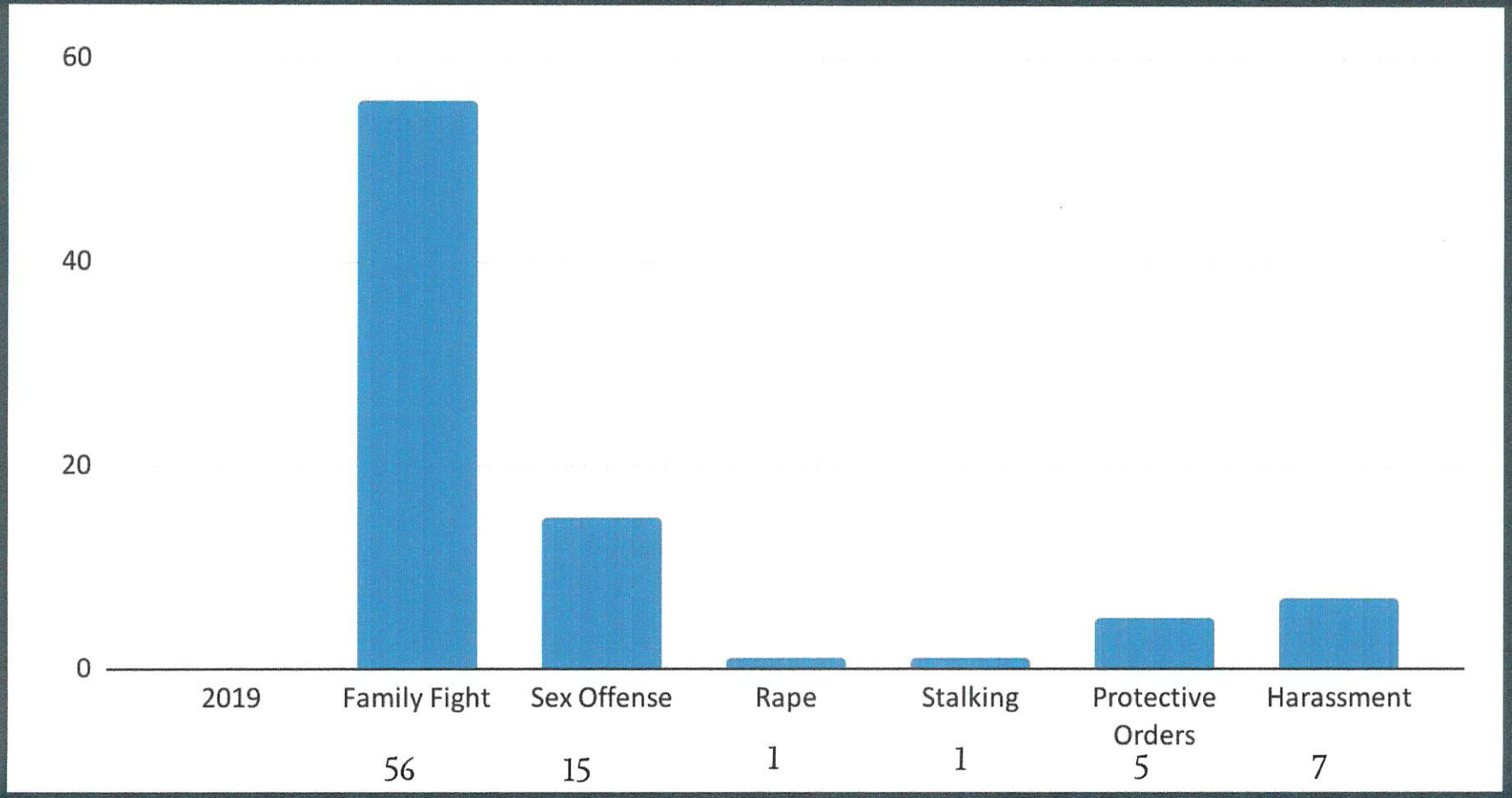
Civil Stalking Injunction

- What is Stalking?
  - Following
  - Monitoring
  - Observing
  - Photographing
  - Surveilling
  - Threatening
  - Communicating
  - Interfering with property
- Must have two or more reports that causes a reasonable person to suffer emotional distress or be afraid for their safety.
- Similar to a Protective Order:
  - Only difference is this does not allow the respondent to stalk, not contact or go near the petitioner and may not go around others that are listed on the order

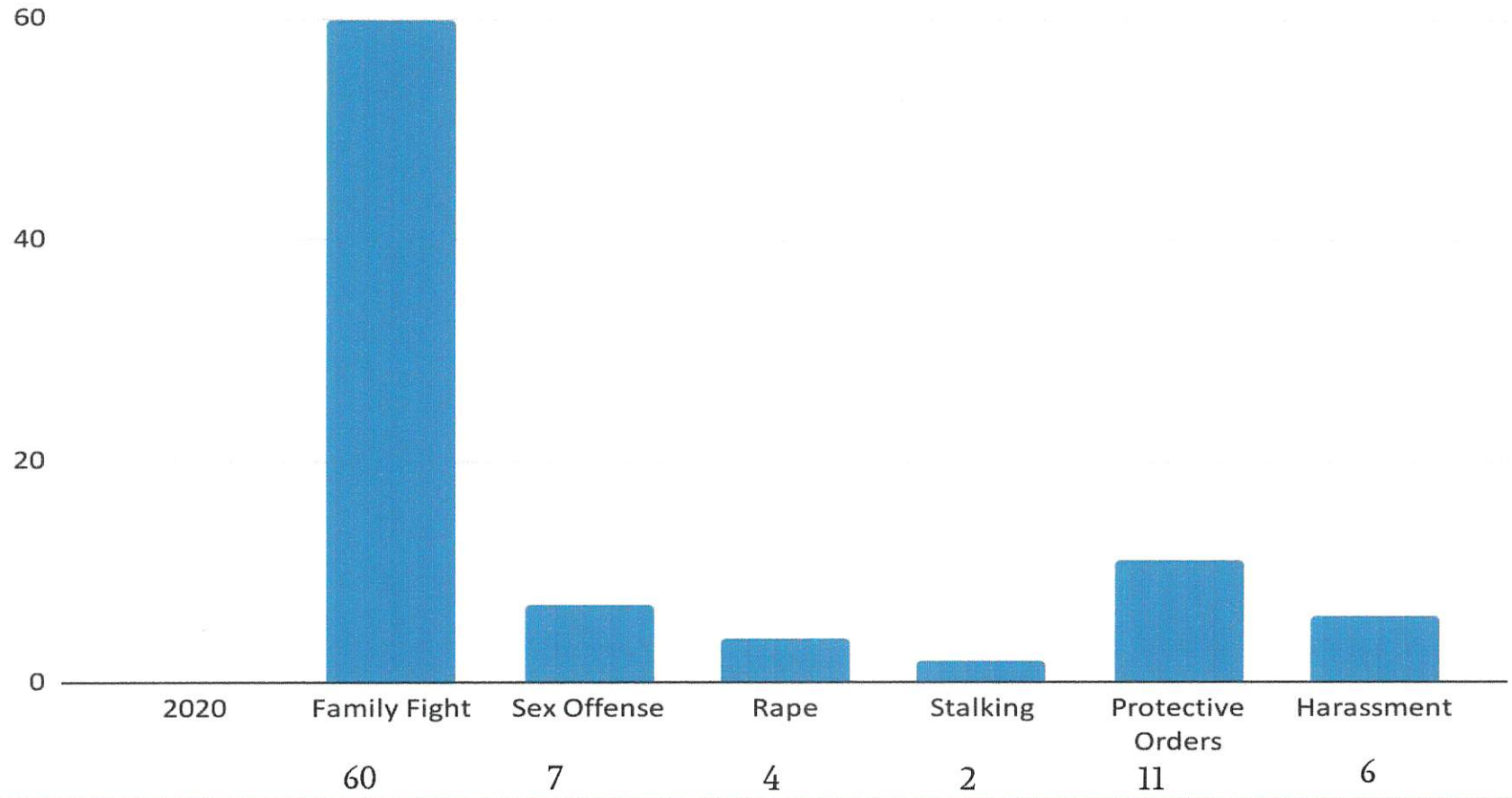
Cold Cases

- Male arrested for Sexual Assault after case was closed for not being able to find suspect. Suspect located, interviewed and arrested
- Rape case involving a child. Case was never looked into, follow up was done and interviews were conducted but the victim sustained mental trauma, was adopted and adopted parents didn't want it brought back up.
-

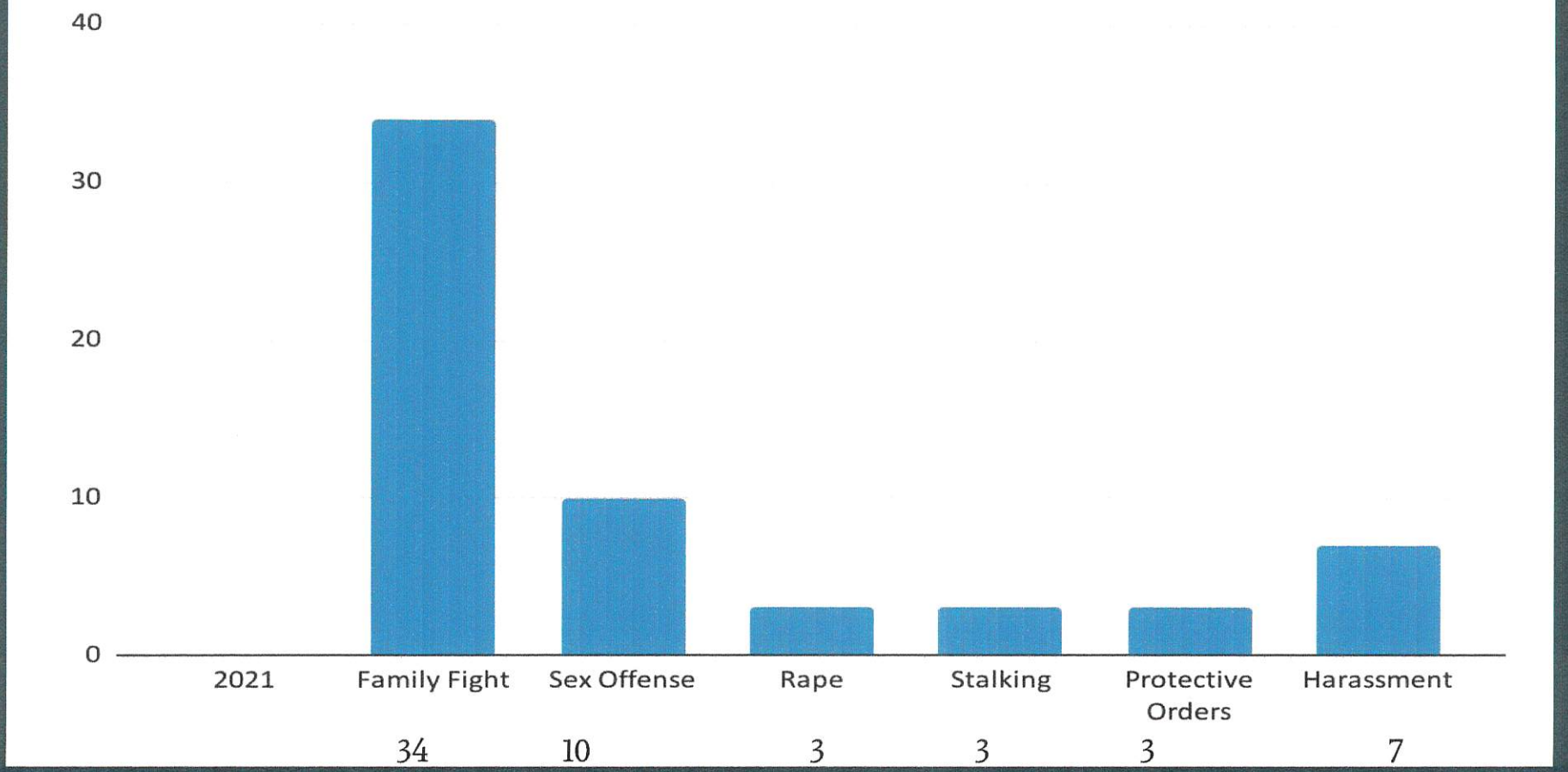
Stats from inception of program to current



2020 Stats


60
40
20
0
2020
Family Fight
Sex Offense
Rape
Stalking
Protective Orders
Harassment
60
7
4
2
11
6

2021 Stats - These are thru 9/20/21

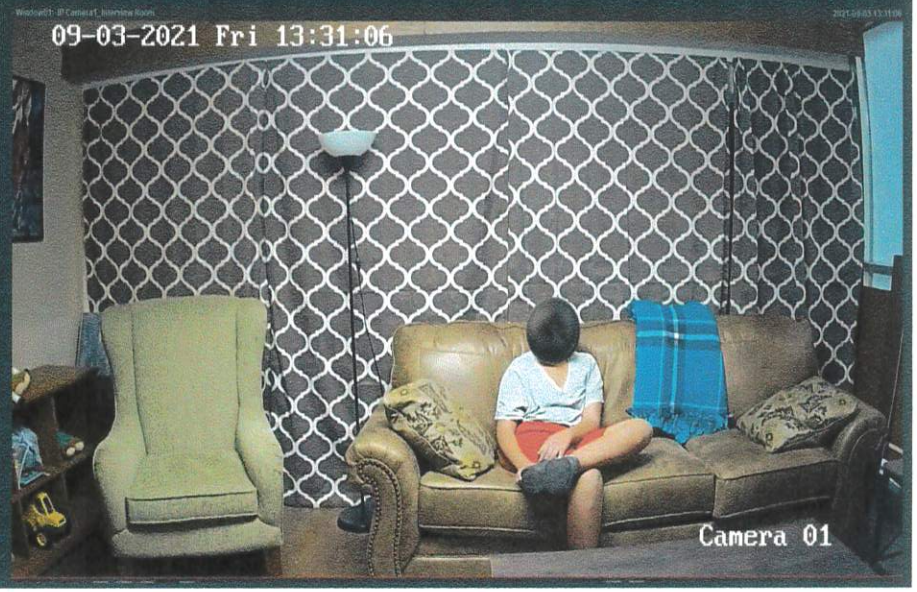


What Are The Benefits Of This Position

1. Follow up is able to be done in a more timely manner
2. Allows Patrol Officers ability to stay on the road and answer calls for service
3. Helps eliminate the chances of a case falling through the cracks
4. Cases are able to be solved and prosecuted in a more timely manner
5. Allows the Detective the ability to attend important meetings, interviews and reviews where Patrol Officers would be taken from the City

Forensic Interview Room





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 A COOPERATIVE AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION, STATE OF UTAH, FOR THE COST-SHARING OF THE STATE ROUTE 9 / 17 LA VERKIN PLANNING STUDY

WHEREAS, recent developments (actual and proposed) have or will impact portions of State Routes 9 and 17 ("SR-9" and "SR-17"), state highways (and associated and appurtenant rights-of-way) owned, regulated, managed, and maintained by the Utah Department of Transportation ("UDOT"), a State agency which has indicated an intent to assist with the cost of a planning study ("Study") that is needed to properly plan for and address the project objectives identified and set forth in the "Description of Work" of the UDOT-prepared (proposed) ***Cooperative Agreement (UDOT Performing Work for Local Agency), SR-9/SR-17 La Verkin Planning Study, Pin 19607, Job/Project S-000-(62) ($5,078.00 est.)*** ("Cooperative Agreement")—a copy of which is attached hereto at **Exhibit A**, and the contents of which are incorporated as though fully set forth herein; and

WHEREAS, the Cooperative Agreement provides that UDOT conduct the Study and shall participate in the cost of the Study; and that La Verkin City ("the City") shall reimburse UDOT 6.77% of the costs of the Study (estimated to be $75,000.00, with the City's share estimated to be $5,078.00), subject to the terms, provisions, and conditions in the Cooperative Agreement: and

WHEREAS, the City and UDOT 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 Cooperative Agreement 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 Cooperative 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 Cooperative Agreement appear consistent with the purposes and intent of the ICA, as set forth in said Act; and

UDOT Planning Study (SR-17), Draft 2021

Resolution No. R-2021-___

WHEREAS, having reviewed the same, the City Council affirms and declares that it is of the considered opinion and determination that participation in the proposed Cooperative Agreement provides for necessary, proper, effective, and efficient cooperation with UDOT and the desired and necessary funding for the required Study, and its adoption is 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 Cooperative Agreement, entitled ***Cooperative Agreement (UDOT Performing Work for Local Agency), SR-9/SR-17 La Verkin Planning Study, Pin 19607, Job/Project S-000-(62) ($5,078.00 est.)*** (a.k.a. "Cooperative Agreement") attached hereto as **Exhibit A**, (b) **accepts the terms of and adopts and approves** the proposed Cooperative Agreement with UDOT, 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

UDOT - Planning Study (SR-9/17), Work 2021

Exhibit A

UDOT - Planning Study (SR-9/17), Draft 2021b

Keeping Utah Moving

State of Utah
Department of Transportation

Cooperative Agreement **UDOT Performing Work for Local Agency**	Project Description: SR-9/SR-17; La Verkin Planning Study Local Agency: La Vekin City	Estimated value of scope of work $5078.00
PIN: 19607 Job/Project: S-0009(62)		Date Executed (date signed by comptrollers)

THIS AGREEMENT, made and entered into executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **"UDOT"**, and **La Verkin City**, a political subdivision of the State of Utah, hereinafter referred to as the **"Local Agency."**

Local Agency has requested that the Work be included in **UDOT**'s Project. Subject to the attached provisions, **UDOT** will include the following items into the above referenced Project. Upon signing this Agreement, **Local Agency** agrees that the costs shown are estimates and that the **Local Agency** will be responsible for paying the actual costs associated with these items included in the Project. If a lump sum payment is specified, **Local Agency** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

The project will include a planning study on SR-9 and SR-17 that will include the following project objectives:

1. Establish a shared (UDOT and La Verkin City) vision for the SR-9 and SR-17 corridor, with guiding principles that will move the community towards that shared vision
2. Determine future-year travel demand in the corridor and develop a set of corridor solutions to accommodate expected future traffic growth that align with the shared vision of the corridor
3. Identify city streets improvements needed to improve local circulation and increase resiliency / redundancy of the overall transportation network
4. Identify key intersections and access points along the project corridor and develop an implementation strategy that will help UDOT and La Verkin City to collectively reinforce their importance and work to fully implement
5. Within the shared vision and final solution set for the corridor, identify key multimodal improvements (bicycling, pedestrians, transit, etc.) that UDOT and La Verkin City can work together to accommodate

List or Description of Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
#1	*Local Match of 6.77% of Planning Grant ($75,000)*	1 lump	$5078.00	$5078.00
			Estimated Total Cost	$5078.00

LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY LOCAL AGENCY (Fill in only if actual cost approach is not used.)	$5078.00

The total estimated cost or lump sum is due within 30 days of receiving the invoice from **UDOT**. The **Local Agency** shall submit payment of said amounts with **UDOT's** Comptroller's Office located at UDOT/COMPTROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500.

Total Estimated Reimbursement to UDOT is $5078.00)

Provisions

UDOT will include the Local Agency's requested Work provided that the Local Agency pays the actual costs UDOT incurs or a lump sum. The Local Agency agrees that UDOT's Project will not be delayed as a result of adding the Work and the Work will not be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer to correct or clarify issues during construction and perform the necessary inspection for the Work installed by UDOT's Contractor. The Local Agency engineer and/or inspector shall work with and through UDOT's Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. UDOT will require its Contractor will perform the described Work in accordance with the plans and specifications approved by the parties. The Local Agency, through its inspection of said Work, will provide UDOT's Resident Engineer with information covering any problems or concerns with acceptance of the Work upon completion of construction.

Access for maintenance and servicing of the Local Agency property located within state right-of- way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain a permit and abide by the conditions of the permit in accordance with Utah Administrative Code R930-7 and R930-6.

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

To the extent it may be lawfully do so, the Local Agency releases UDOT from any responsibility or liability that may result from the Local Agency's operation or maintenance activities.

UDOT's periodic plan and specification review or construction inspection arising out of the performance of the Project does not relieve the Local Agency of its duty concerning the performance of the Work or to ensure compliance with acceptable standards.

II. Termination:

This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing;

b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination. If the party does not remedy the breach within the reasonable time period, the other party may terminate the Agreement. If Local Agency terminates the Agreement, the Local Agency shall be responsible for all the costs UDOT incurs for the Work prior to the termination; or

c. By UDOT for the convenience of the State upon written notice to the Local Agency.

III. Maintenance:

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah State Code Section 72-3-109 and applicable rules.

IV. Payment and Reimbursement to UDOT:

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the work scope being

modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:
If the Local Agency's project scope or schedule changes from the original Agreement, the Local Agency shall notify the UDOT Project Manager before any changes are made. Any costs incurred by UDOT, as a result of the scope or schedule changes, will be the responsibility of the Local Agency.

Any modification to this Agreement must be approved in writing by the parties is required prior to the start of work on any changes or additions.

VI. Miscellaneous:

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

The parties may execute this Agreement in counterparts.

VII. Content Review:

Language content was reviewed and approved by the Utah AG's office on February 11, 2015.

La Verkin City				**Utah Department of Transportation**			
By		Date		By		Date	
Title/Signature of Official				Chris Hall Project Manager			
By		Date		By		Date	
Title/Signature of additional official if required				Rick Torgerson Region 4 Director			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			

RESOLUTION NO. R-2021-___

A RESOLUTION DECLARING CERTAIN PROPERTY OF THE CITY TO BE SURPLUS, AND PROVIDING FOR ITS DISPOSITION BY PRIVATE SALE TO AN INDIVIDUAL.

WHEREAS, the **City of LaVerkin** (hereinafter referred to as "the City") owns or asserts an ownership interest in the following City property ("the Property"), adjacent to property owned by **Confluence Overlook, L.L.C.** (known herein as "Confluence Overlook"), depicted on the County plat and shown photographically at **Exhibits A** and **B** of **Attachment 1** hereto, respectively: *to wit,*

> BEGINNING AT THE NORTHWEST CORNER OF LOT 6, LA VERKIN TOWNSITE AND FIELD SURVEY; THENCE NORTH 7407'46" WEST, A DISTANCE OF 51.28 FEET; THENCE NORTH 0014'00" WEST, A DISTANCE OF 93.71 FEET TO THE 70 FOOT WIDE RIGHT-OF-WAY OF 300 SOUTH STREET; THENCE SOUTH 6814'00" EAST, ALONG SAID RIGHT OF W AY, A DISTANCE OF 286.14 FEET; THENCE SOUTH 8946'00" WEST, A DISTANCE OF 217.89 FEET TO THE POINT OF BEGINNING.
>
> CONTAINING: 14,067 SQ. FT. OR O.322 ACRES

WHEREAS, the City is not currently developing or affirmatively using the Property; and

WHEREAS, use of the Property for the parking of patrons and employees of the River Rock business conducted on the adjacent property is sought by Confluence Overlook and is considered a proper and legitimate use of the Property by the City, to relieve some of the pressures of parking on Confluence Overlook property presently occurring and believed to increase over time; and

WHEREAS, Confluence Overlook has indicated a desire to purchase the Property for Fifty Thousand Dollars (**$50,000.00**) (*see* **Attachment 2** hereto) and to furnish the City with **two perpetual and important easements** across land owned by Confluence Overlook, providing for (a) a desired access to the nearby Confluence Nature Park (via a trail to be constructed in and along one such easement) and the location of one or more utilities therein and (b) affirming, clarifying, and reducing to writing the public utilities easement (that is currently owned by the City "by use" as a historical drainage) which crosses through the adjacent property of Confluence Overlook (*see* **Attachments 3** and **4** hereto); and

Staff Res 2021a (Confluence Overlook)

RESOLUTION NO. R-2021-___

WHEREAS, Confluence Overlook is in a position—superior to the City and its employees—to provide needed and an enhanced level of maintenance to the Property (which is located near the entrance to the community), thus increasing the likelihood that the Property will be and remain free of noxious and flammable weeds and dumping by members of the public, and thereby increasing the health, safety, and fire protection for an area located so close to the City's wildland-urban interface area (on the southwest side of the currently-developed portions of the community); and

WHEREAS, it is the current desire and intention of the City to declare the Property surplus, pursuant to the terms and provisions of Section 1-11-8 of the *LaVerkin City Code* ("the Code"), and to dispose of the Property of in a manner consistent with the requirements of said Section; and

WHEREAS, Subsection B.6 of said Section provides, *inter alia*, for the private sale of surplus property to a specific person, ***provided that*** such sale is on terms that are fair and equitable to the City and that the sale is in furtherance of one or more significant and stated public interests; and

WHEREAS, the City Council expressly determines and states that the following are **significant and substantial public purposes and interests** that may be satisfied by a monetary and in-kind sale of the Property to Confluence Overlook, *viz.*: (a) eliminating the need for City maintenance of the remote but very-visible strip of property (and any risk or liability associated with the failure to provide the required or expected level of maintenance, as well as any risk or liability associated with fire, weeds, pests, flooding, erosion, or other nuisance condition, to the extent that the City has any liability and is not otherwise shielded by governmental immunity)—particularly given the small size of the City's manpower and other resources to provide such maintenance; (b) having the property maintained by a corporation who maintains and successfully operates a business in the adjacent property, which has an interest in caring for, maintaining, utilizing the Property—to protect and enhance the property that it currently owns; (c) providing an additional or alternate access to the southeast portion of the Confluence Nature Park ("the Park"), where parking is more available than at the current thirty-foot (30') right-of-way access to the Park located south of property owned by Confluence Overlook; (d) confirming and adding greater certainty to the historical drainage easement crossing the northern portion of property owned by Confluence Overlook; and (e) enhancing the City treasury by receiving sales proceeds for the Property that meet or exceed the understood value of the Property, and provide some or all of the funding needed to develop the proposed access trail through the proposed easement at **Attachment 3**; and

WHEREAS, the City Staff and the City Council are of the opinion that the sum of Fifty Thousand Dollars ($50,000.00), the Public Trail & Utilities and Drainage Easement, a fair value for the Property; and

Supplies Rec. 2021 to Conf. Overlook

RESOLUTION NO. R-2021-___

WHEREAS, the City has provided notice (a) of the proposal to declare the Property surplus and to sell the Property and (b) the time and place of the public hearing; and that said notice was published in *The Spectrum*, a newspaper of general circulation in the City, on _____, 2021, a date which was at least five days prior to the date of the public hearing on the matter; and

WHEREAS, the City, on_____, 2021, held a public hearing on the proposal to declare all or a portion of the Property surplus property and to sell, trade and/or otherwise dispose of the same; and

WHEREAS, the matter was further discussed by the City Council in a duly-called regular session of the City Council on the _____ day of _____, 2021; and

WHEREAS, having received public comment, the City—by resolution—desires to declare the Property surplus, with conditions regarding its disposal, and to have the Property sold; and

WHEREAS, the LaVerkin City Council finds and determines that it is in the best interest of the City to dispose of the Property in the manner and with the method herein set forth and authorized.

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

(1) The Property referred to herein, which consists of a parcel of City-owned property situated adjacent to real property owned by Confluence Overlook, is hereby determined, declared, and deemed to be **surplus property**--available for sale and the conveyance of all right, title, and interest the City may have therein (by quit claim deed), subject to all the terms and conditions set forth herein.

(2) The Property is to be conveyed without warranty, to Confluence Overlook, for the lump-sum total of Fifty Thousand Dollars (**$50,000.00**) and the conveyance to the City of the two easements addressed hereinabove.

(3) Such proposed sale is declared to be on terms that are fair, reasonable, and equitable to the City.

Surplus Res. 2021a (Confluence Overlook)

(4) Such proposed sale is justified by the following significant and substantial public purposes and interests that may be satisfied by the sale, *viz.*: (a) eliminating the need for City maintenance of the remote but very-visible strip of property (and any risk or liability associated with the failure to provide the required or expected level of maintenance, as well as any risk or liability associated with fire, weeds, pests, flooding, erosion, or other nuisance condition, to the extent that the City has any liability and is not otherwise shielded by governmental immunity)—particularly given the small size of the City's manpower and other resources to provide such maintenance; (b) having the property maintained by a corporation who maintains and successfully operates a business in the adjacent property, which has an interest in caring for, maintaining, utilizing the Property—to protect and enhance the property that it currently owns; (c) providing an additional or alternate access to the southeast portion of the Confluence Nature Park ("the Park"), where parking is more available than at the current thirty-foot (30') right-of-way access to the Park located south of property owned by Confluence Overlook; (d) confirming and adding greater certainty to the historical drainage easement crossing the northern portion of property owned by Confluence Overlook; and (e) enhancing the City treasury by receiving sales proceeds for the Property that meet or exceed the understood value of the Property, and provide some or all of the funding needed to develop the proposed access trail through the proposed easement at **Attachment 3**

(5) This declaration of surplus property is **revocable.** If the Property is not sold as proposed, or if (prior to the consummation of such sale) it is hereafter determined by the City Council that the City *does* have a foreseeable use therefor, this declaration may be **withdrawn** by the City, and the Property may not then be subject to disposition.

(6) The sections, paragraphs, sentences, clauses, and phrases of this Resolution 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 the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Resolution.

(7) The LaVerkin City Council specifically finds that it is necessary for the immediate preservation of the health, safety, and welfare of the present and future inhabitants of the City of LaVerkin that this Resolution take effect immediately upon passage, as provided by Section 10-3-719, *Utah Code Annotated* (1953, as amended).

Surplus Res. 2021a (Confidential)

RESOLUTION NO. R-20221-___

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

_____
RICHARD M. HIRSCHI, Mayor

ATTEST:

_____
CHRISTY BALLARD, City Recorder

Surplus Res. 2021a (Conf Overlook)

Attachment 1

Surplus Res. 2021a (Conf Overlook)

ALPHA ENGINEERING

43 South 100 East, Suite 100
St George, Utah 84770

T 435.628.6500
F 435.628.6553

alphaengineering.com

EXHIBIT "A"

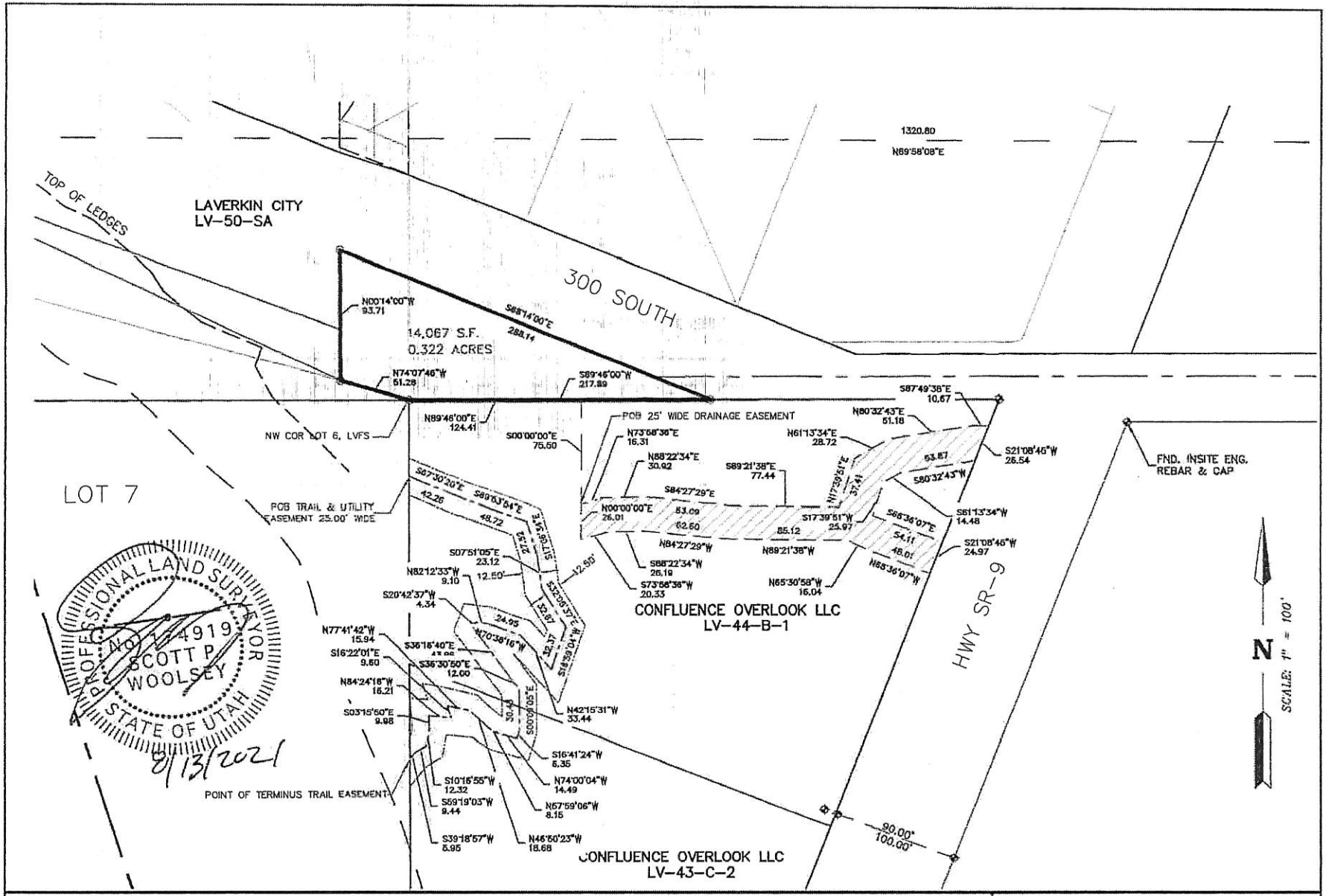
LA VERKIN CITY TO CONFLUENCE OVERLOOK LLC PARCEL
(APN: LV-50-SA)
(May 20, 2021)

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, LA VERKIN TOWNSITE AND FIELD SURVEY; THENCE NORTH 74°07'46" WEST, A DISTANCE OF 51.28 FEET; THENCE NORTH 00°14'00" WEST, A DISTANCE OF 93.71 FEET TO THE 70 FOOT WIDE RIGHT-OF-WAY OF 300 SOUTH STREET; THENCE SOUTH 68°14'00" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 286.14 FEET; THENCE SOUTH 89°46'00" WEST, A DISTANCE OF 217.89 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14,067 SQ. FT. OR 0.322 ACRES

PROFESSIONAL LAND SURVEYOR
No. 174919
SCOTT P. WOOLSEY
STATE OF UTAH

5/20/2021



LA VERKIN CITY & CONFLUENCE OVERLOOK LLC
EXHIBIT "B"

SPW	MAY 20, 2021

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

P:\095-57 La Verkin City River Rock Roasting Co Easements and Flight\Drawings\Survey Drawings\095-57 SVY-EXHIBIT.dwg, EXHIBIT, 8/13/2021 10:4
swoolsey

Attachment 2

Surplus Res. 2021a (Conf Overlook)

WHEN RECORDED, MAIL TO:

La Verkin City
435 North Main Street
La Verkin, Utah 84745

APN: LV-44-B-1 & LV-50-SA

QUIT-CLAIM DEED

La Verkin City, Grantor, hereby QUIT-CLAIMS to Confluence Overlook LLC. A Utah limited liability company: Grantee, for the sum of Fifty Thousand Dollars ($50,000) and other good and valuable consideration, all of Grantor's right, title and interest in and to the following described tract of land in Washington County, Utah, described as follows:

See attached Exhibit "A" for Description and Exhibit "B" for Mao of said Darcel.

WITNESS the hand of said Grantors, this_____day of_____, 20____.

GRANTOR:
CITY OF LA VERKIN

ATTEST:

_____
Richard M. Hirschi,
Mayor of La Verkin Utah

_____
Christy Ballard, City Recorder

STATE OF UTAH

:ss.

COUNTY OF WASHINGTON

On the _____ day _____ of 20 , personally appeared before me .Richard M. Hirschi whose identity is personally known or proved to me on the basis of satisfactory evidence, and who being by me duly sworn (or affirmed) did say that he is the Mayor of La Verkin City a municipality, and that the foregoing document was signed by him in behalf of that municipality by authority of La Verkin City Council, and he acknowledged before me that the municipality executed the document and the document was the act of the municipality for its stated purposes.

_____
NOTARY PUBLIC

My Commission Expires:

_____

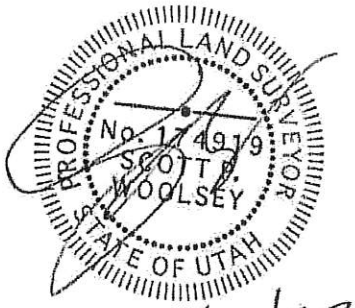
ALPHA ENGINEERING
43 South 100 East, Suite 100
St George, Utah 84770
T 435.628.6500
F 435.628.6553
alphaengineering.com

EXHIBIT "A"

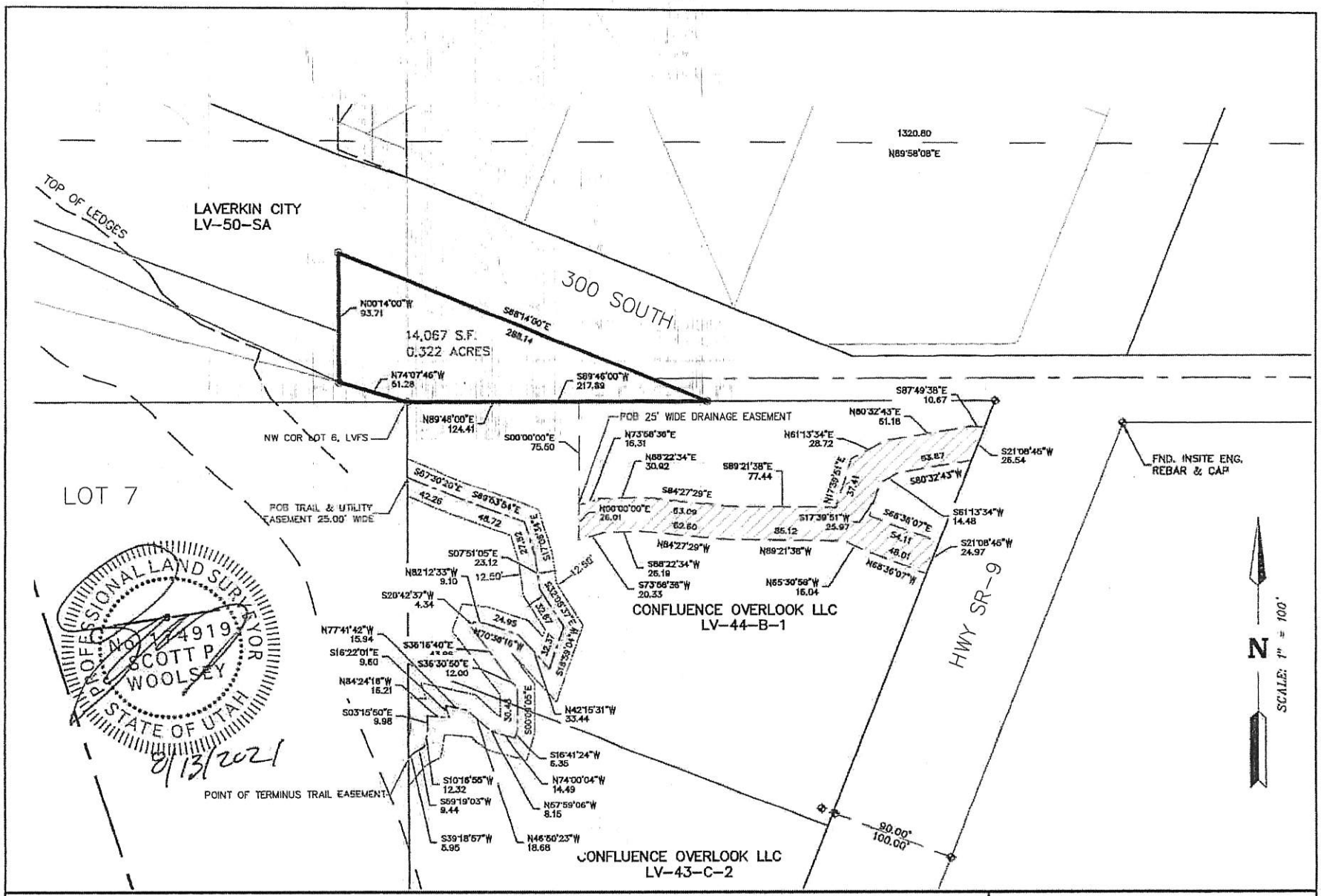
LA VERKIN CITY TO CONFLUENCE OVERLOOK LLC PARCEL
(APN: LV-50-SA)
(May 20, 2021)

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, LA VERKIN TOWNSITE AND FIELD SURVEY; THENCE NORTH 74°07'46" WEST, A DISTANCE OF 51.28 FEET; THENCE NORTH 00°14'00" WEST, A DISTANCE OF 93.71 FEET TO THE 70 FOOT WIDE RIGHT-OF-WAY OF 300 SOUTH STREET; THENCE SOUTH 68°14'00" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 286.14 FEET; THENCE SOUTH 89°46'00" WEST, A DISTANCE OF 217.89 FEET TO THE POINT OF BEGINNING.

CONTAINING: 14,067 SQ. FT. OR 0.322 ACRES



5/20/2021



LA VERKIN CITY & CONFLUENCE OVERLOOK LLC
EXHIBIT "B"

	SPW	MAY 20, 2021

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43 South 100 East, Suite 100 • St George, Utah 84770
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P:\095-57 La Verkin City River Rock Roasting Co Easements and Flight\Drawings\Survey Drawings\095-57 SVY-EXHIBIT.dwg, EXHIBIT, 8/13/2021 10:4
swoolsey

Attachment 3

Surplus Res. 2021a (Conf Overlook)

When Recorded Return To:
La Verkin City
435 North Main Street
La Verkin, Utah 84745

Tax ID: LV-44-B-1

PUBLIC TRAIL & UTILITIES AND DRAINAGE EASEMENT

That in consideration of One Dollar and other good and valuable consideration paid to **Confluence Overlook LLC**, a Utah limited liability company, herein referred to as Grantor, by **La Verkin City**, a Utah municipal corporation, herein sometimes referred to as Grantee, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual trail and drainage and utility easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace a public trail, public utility and drainage facilities, in and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

See Exhibit A for description and Exhibit B for Map of said easement.

TO HAVE AND TO HOLD such property to Grantee, the City of La Verkin, forever, for the uses and purposes normally associated with public trails, utilities and drainage.

Grantee shall maintain the perpetual easement in good repair. Grantee does agree to in no way encumber said easement or subject it to the imposition of liens of any type during the term of this easement. Grantor may not install, build, place or cause or allow anything to be installed, built, or placed in the easement, without written consent by the Grantee. If any improvement is installed, built, or placed within the easement, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and Grantee is not responsible to repair, replace, maintain, indemnify, or reimburse Grantor for any damage or loss. To the extent the easement provides drainage, there is no representation on the part of Grantee that the easement shall have capacity to accommodate all drainage problems that may arise.

Any improvements or changes on the property of Grantor, its successors and assigns which are situated above or adjacent to the trail easement, that may affect the structure or safety of the trail and easement, need to be approved by the City of La Verkin. These effects include reasonably foreseeable impacts on the trail by water, erosion, rock fall, or other debris caused or exacerbated by Grantor in the development of the property of Grantor.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of Grantee its successors and assigns.

1. Term. This easement is, and is anticipated to be, perpetual and for an indefinite term. If and when Grantee shall cease use of and vacate this easement, Grantee shall, upon request of Grantor or the successor thereof, execute a release of the Easement in recordable form.

2. No Warranty. This Easement is granted without any warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat related to the Property, and all other easements, restrictions, conditions, encumbrances, and other matters of record.

3. Use of Easement. Grantee shall schedule maintenance, inspections or construction so as not to interfere with the operations of Grantor (or its tenants). Further, Grantor fully reserves all rights reasonably necessary to allow it to cross the Easement Area with both personnel and machinery as may be reasonably necessary for its respective routine operations on the Property; provided, however, that Grantor and Grantee agree to exercise their respective rights hereunder in such a manner as to cause minimal inconvenience to the other party.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____, 2021.

GRANTOR: Confluence Overlook LLC

_____
Confluence Overlook LLC
by Jim Soria, _____

STATE OF UTAH

County of Washington

On the _____ day of _____, 2021, A.D., personally appeared before me _____, who being by me duly sworn, did say and acknowledge that he is the _____, of Confluence Overlook LLC, A Utah limited liability company, and that he executed the foregoing document on behalf of said limited liability company by authority of its Operating Agreement and that he executed the same for the uses and purposes stated herein.

_____
Notary Public

ACCEPTANCE OF DEDICATION

The City of La Verkin, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

DATED this _____ day of _____, 2021.

CITY OF La Verkin

_____
Richard M. Hirschi, Mayor

ATTEST:

_____
Christy Ballard, City Recorder

Attachment 4

Surplus Res. 2021a (Conf Overlook)

When Recorded Return To:
La Verkin City
435 North Main Street
La Verkin, Utah 84745

Tax ID: LV-44-B-1

PUBLIC DRAINAGE EASEMENT

That in consideration of One Dollar and other good and valuable consideration paid to **Confluence Overlook LLC**, a Utah limited liability company, herein referred to as Grantor, by **La Verkin City**, a Utah municipal corporation, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual drainage easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace public drainage facilities, in and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

See Exhibit A for description and Exhibit B for Map of said easement.

TO HAVE AND TO HOLD such property to Grantee, the City of La Verkin, forever for the uses and purposes normally associated with public drainage.

Grantee shall maintain the perpetual easement in good repair. Grantee does agree to in no way encumber said easement or subject it to the imposition of liens of any type during the term of this easement. Grantor may not install, build, place or cause or allow anything to be installed, built, or placed in the easement, without written consent by the Grantee. If any improvement is installed, built, or placed within the easement, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and the City is not responsible to repair, replace, maintain, indemnify, or reimburse Grantor for any damage or loss. To the extent the easement provides drainage, there is no representation on the part of Grantee that the easement shall have capacity to accommodate all drainage problems that arise.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee its successors and assigns.

It is understood that the City is considering the construction at some future point of certain improvements in the vicinity of 300 South State Street, which are anticipated to include storm drain facilities. Upon completion of such improvements and drainage facilities, some or all of the overflow and/or the City's drainage water currently draining through this (also known as the historic) easement may be diverted and flow through the proposed drainage facilities, reducing the amount of such water draining through or upon Grantor's property. Notwithstanding such diversion, this perpetual (historic) easement shall remain in place.

1. Term. This easement is, and is anticipated to be, perpetual and for an indefinite term. If and when Grantee shall cease use of and vacate this easement, Grantee shall, upon request of Grantor or the successor thereof, execute a release of the Easement in recordable form.

2. No Warranty. This Easement is granted without any warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat related to the Property, and all other easements, restrictions, conditions, encumbrances, and other matters of record.

3. Use of Easement. Grantee shall schedule maintenance, inspections, or construction so as not to interfere with the operations of Grantor (or its tenants). Further, Grantor fully reserves all rights reasonably necessary to allow it to cross the Easement Area with both personnel and machinery as may be reasonably necessary for its respective routine operations on the Property; provided, however, that Grantor and Grantee agree to exercise their respective rights hereunder in such a manner as to cause minimal inconvenience to the other party.

IN WITNESS WHEREOF, Grantors has executed this instrument this _____ day of _____, 2021.

GRANTOR: Confluence Overlook LLC

_____
Confluence Overlook LLC
by Jim Soria, _____

STATE OF UTAH

County of Washington

On the _____ day of _____, 2021, A.D., personally appeared before me _____, who being by me duly sworn, did say and acknowledge that he is the _____, of Confluence Overlook LLC, A Utah limited liability company, and that he executed the foregoing document on behalf of said limited liability company by authority of its Operating Agreement and that he executed the same for the uses and purposes stated herein.

_____
Notary Public

ACCEPTANCE OF DEDICATION

The City of La Verkin, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

DATED this _____ day of _____, 2021.

CITY OF La Verkin

_____
Richard M. Hirschi, Mayor

ATTEST:

_____
Christy Ballard, City Recorder

State of Utah

UTAH COMMISSION ON CRIMINAL & JUVENILE JUSTICE

Utah State Capitol Complex
East Office Building, Suite E330
Salt Lake City, Utah 84114-2330
Ph: (801) 538-1031
Fax: (801) 538-1024

JAG Under $10k - Law Enforcement Grant	CCJJ Grant # 20A140

1. Your Agency Name and Address:

La Verkin Police Department
111 S Main St.
La Verkin, UT, 84745-5712

2. Agency Contact (Grant Project Director):	**Benjamin Lee**
3. Phone Number:	**435-635-0427 x101**
4. E-mail Address:	**Ben.Lee@laverkincity.org**
5. Grant Start Date and End Date:	**11/1/2021 – 3/31/2022**
6. Federal Tax Identification Number (87-?????):	**87-0302950**
7. Unique Entity Identifier (UEI) (aka DUNS #)	**10 271 1371**

8. INDIRECT COSTS – New federal regulations allow you to request indirect costs. If you choose to request indirect costs it will come directly from funds you are applying for in this grant. CCJJ will not increase your grant award to cover indirect costs. If you are only requesting equipment, supplies and operating (ESO) in this application then you will need to select option 1 - Waive indirect costs. **More information on indirect costs can be found page 10 (condition # 28) of this application.**

Please CHECK only ONE:

1) _X_ NO, We waive indirect costs
2) ___ YES, MTDC Rate (___%)
3) ___ YES, Request 10% minimum

9. Application Budget Summary:

Equipment, Supplies and Operating (ESO):	**$3,500**
Travel and Training:	**$0**
Indirect Costs	**$0**
Total Grant Funds:	**$3,500**

Signatures constitute acceptance of all grant conditions and certified assurances.

10. *Print Name and Title of Official Authorized to Sign	**11.** *Signature of Official Authorized to Sign
Richard M. Hirschi, La Verkin City Mayor	

For CCJJ use ONLY

Tom Ross, **Executive Director of CCJJ**	

* Official authorized to sign includes: City/County Mayor or Manager or Commissioner, Agency Director or President

Application Budget

Please respond to sections A - B.

A - Equipment, Supplies and Operating (ESO) - If you are requesting grant funding in the ESO budget category then please itemize your purchases to include cost and quantity (***FYI.*** *ESO purchases must follow the regular procurement policies of your agency or the State of Utah if your agency has no procurement policies).*

Patrol Equipment: Total $3,500
Taser CEW Devices, Holsters, and cartridges

A - Total Grant Funds Requested for Equipment, Supplies and Operating (ESO) =	$3,500

B - Travel/Training - If you are requesting grant funding in the Travel/Training budget category then describe the Travel/Training costs you will pay for with JAG funds. Include your travel destination, travel purpose, cost of lodging, per diem, ground transport, airfare, etc. (***FYI.*** *Travel costs must follow state of Utah travel rates unless your agency travel rates are more restrictive.* See State of Utah Travel Rates: **https://fleet.utah.gov/state-travel-a/in-state-per-diem-rates-1/**

B - Total Grant Funds Requested for Travel/Training =	$0
Total Grant Funds Requested (A + B) =	$3,500

APPENDIX 1

GRANT ASSURANCES, CONDITIONS, CERTIFICATIONS AND REQUIREMENTS

FFY 2021

Utah Commission on Criminal and Juvenile Justice (CCJJ) Administered Federal Awards

Revised – June 2021

I. CERTIFIED ASSURANCES AND GRANT CONDITIONS

1. The applicant assures that grant funds awarded under CCJJ administered federal funds authorized by Congress and administered by the U.S. Department of Justice - Bureau of Justice Assistance (BJA), **will not supplant State or local funds.** Federal funds must be used to supplement existing funds for program activities and not replace those funds that have been appropriated for the same purpose.

2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Commission on Criminal and Juvenile Justice (CCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of federal funds received from CCJJ. Additionally, the applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as CCJJ may require. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation for the subgrantee.

3. The applicant assures that it will comply with State of Utah travel rates and policies unless the grantee's home agency rates are more restrictive. Furthermore, the applicant assures that it will have and comply with written policies regarding personnel, purchasing supplies and equipment, contractual agreements, etc. If the grantee is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds.* If the applicant does not currently have written policies or a fiduciary agent the general policies adopted by the State of Utah - Department of Finance must be complied with in expending grant funds.

See State of Utah Travel Rates: https://fleet.utah.gov/state-travel-a/in-state-per-diem-rates-1/

The only exception to this policy is **personnel expenditures when the applicant agency is acting as a fiduciary in a single grant serving two or more independent agencies. According to the Fair Labor Standards Act, personnel costs including **overtime** must be paid according to each individual agency's personnel policies.*

4. The applicant certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all provisions of the **JAG** grant program and all other applicable Federal laws, regulations, and guidelines.

5. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Violence Against Women Reauthorization Act of 2013; the Department of Justice Nondiscriminating Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60. 1 et. seq., as applicable to construction contracts.

6. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of actual or perceived race, color, sex, pregnancy, childbirth, or pregnancy-related conditions, age, religion, national origin, disability, sexual orientation or gender identity against a recipient of funds, the recipient will forward a copy of the findings to the CCJJ.

7. Subgrantees should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory for Recipients of Financial Assistance from the

U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis
of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

8. The applicant assures that it will comply with the provision of 28 CFR applicable to grants and cooperative agreements, including Part 200 of Title 2 Grants and Agreements, Office of Management and Budget Guidance for Grants and Agreements, Uniform Administrative Requirements, cost principles, and audit requirements for federal awards - http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/ Title02/2cfr200_main_02.tpl; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies (For more information on 28 CFR Part 23 - https://www.govinfo.gov/app/details/CFR-2012-title28-vol1/CFR-2012-title28-vol1-part30/context; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63 Flood plan Management and Wetland Protection Procedures.

9. No subgrantee, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

10. The subgrantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has – (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by – mail: Office of the Inspector General, U.S. Department of Justice Investigations Division, 950 Pennsylvania Avenue, N.W., Washington, DC 20530; e-mail: oig.hotline@usdoj.gov; hotline: (contact information in English and Spanish): (800)869-4499; or hotline fax: (202) 616-9881. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

11. The subgrantee agrees to comply with applicable requirements regarding registration with the System for Award management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The subgrantee also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Unique Entity Identifier number. The details of recipient obligations are posted on the Office of Justice Programs website at https://www.ojp.gov/funding/explore/sam (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

12. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appear in the DOJ Grants Financial Guide (currently as section 3.10 of "Postaward Requirements" in the 2017 DOJ Grants Financial Guide).

13. The subgrantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

14. The applicant assures that it will comply with the provisions of 23 USC sections 402, 403 and 29 USC section 668 wherein any recipient agency of Federal contracts, subcontracts, and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for their employees, contractors, and subrecipients when operating company-owned, rented, or personally owned vehicles.

16. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed Reg. 51225 (October 1, 2009), the Department of Justice encourages sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

STANDARD ASSURANCES (Federal)

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self- Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

GRANT CONDITIONS

1. COMPENSATION AND METHOD OF PAYMENT

The Utah Commission on Criminal and Juvenile Justice (CCJJ) will **reimburse** the subgrantee for the federal share of approved program expenditures on a monthly or quarterly basis as financial status reports are submitted and approved up to the amount of approved federal expenditures.

2. REPORTS

The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as CCJJ may reasonably require, including at least quarterly Financial Status Reports (FSR's), Narrative Progress Reports, and quarterly Performance Measure data. Performance Measures are mandatory and will be provided to the subgrantee by CCJJ. All reports are to be submitted to CCJJ no more than 25 days following the end of each calendar quarter. Subgrantees will have up to 90 days past the closing date of their grant award to submit a final FSR.

3. AUDIT REPORTS

Subgrantees are to have annual examinations in the form of audits. These audits will be **submitted to CCJJ with any Management Letters no less than one month after completion** of the audit. Local governments have **180 days** after the end of their fiscal year to complete their audits while all other subgrantees have **nine months** to complete their audit. The audits must conform with 2 CFR part 200, subpart F, and **contain grant information in the Schedule of Federal Financial Assistance**. During the audit process, either the subgrantee or the auditor will **send CCJJ a verification letter to confirm grant payments**.

4. UTILIZATION AND PAYMENT OF FUNDS

Funds awarded are to be expended only for purposes and activities covered by subgrantee's approved project activities and budget. Project funds will be made available in accordance with provisions as prescribed by CCJJ. The subgrantee agrees to return to the CCJJ all unexpended Federal funds provided hereunder to the CCJJ within 60 days of termination of the subgrant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.

5. OBLIGATION OF GRANT FUNDS

Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

6. CONSULTANT RATE

Approval of a subgrantee award does not indicate approval of any consultant rate in excess of **$650 per day**. A detailed justification must be submitted to and approved by CCJJ prior to obligation or expenditure of such funds.

7. EXPENSES NOT ALLOWABLE

Project funds may not be expended for: **(a) items not part of the approved budget** or separately approved by CCJJ; (b) the purchase of land; or (c) construction projects. **If the proposed cumulative change is greater than 10% of the total award amount, this will be permitted only with CCJJ's prior written approval.**

8. TERMINATION OF AID

If through any cause the subgrantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the subgrant agreement, or substantially fails to comply with the Violent Crime Control and Law Enforcement Act of 1994 and any regulations promulgated under these laws, as determined by the CCJJ, then the CCJJ shall have the right to terminate the subgrant agreement or to suspend fund payments by giving written notice to the subgrantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action. In such event, all finished and unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by or on behalf of the subgrantee under the subgrant agreement shall at the option of the CCJJ, become its property, and the subgrantee shall be entitled to receive just and equitable reimbursement of any work satisfactorily completed under the subgrant agreement.

9. INSPECTION AND AUDIT

CCJJ, the Department of Justice, and the Comptroller General of the United States, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee, and to relevant books and records of subgrantees and contractors as provided for in P.L. 90-351 as amended, P.L. 99-570, and the Office of Justice Programs' "Financial Guide@. The 2017 DOJ Grants Financial Guide is

available in print or through the internet at: https://www.justice.gov/ovw/file/1030311/download

10. PERSONAL PROPERTY

The subgrantee shall retain any nonexpendable personal property acquired with subgrant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by CCJJ subgrant funds. When there is no longer a need for the property to accomplish the purpose of the program, the subgrantee shall request property disposition instructions from the CCJJ.

11. MAINTENANCE OF RECORDS

For purposes of state and federal examinations and audits, all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts shall be retained for at least three (3) years after the close of the federal award from which the subgrantee's award was funded.

12. WRITTEN APPROVAL OF CHANGES

Subgrantees must obtain prior written approval from CCJJ for program changes. These include (a) change of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) the proposed cumulative change is greater than 10% of the total award amount.

13. THIRD PARTY PARTICIPATION

No contract or agreement may be entered into by the subgrantee for execution of project activities or provision of services that is not incorporated in the approved proposal or approved in advance by CCJJ. Any such arrangement shall provide that the subgrantee will retain ultimate control and responsibility for the subgrant project and that the subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the subgrantee in the conduct of the project. **CCJJ shall be provided with a copy of all such contracts and agreements entered into by subgrantees.**

14. PUBLICATIONS

The subgrantee agrees to submit to CCJJ for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements:

"This project was supported by Grant No. 2020-DJ-BX-0023 awarded by the Bureau of Justice Assistance.

All published material and written reports submitted under grants or in conjunction with contracts under grants must be originally developed material unless otherwise specifically provided in the grant or contract document. When material, not originally developed, is included in the report, it must have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

15. WRITTEN DESCRIPTIONS OF PROGRAMS

The subgrantee agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with Federal money, the subgrantee receiving Federal funds **shall clearly state (a) the percentage of the total cost of the program or project that will be financed with Federal money, and (b) the dollar amount of Federal funds for the project or program.**

16. CONFLICT OF INTEREST

The subgrantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of CCJJ, provided that if such persons are or become officers or employees of CCJJ they must disqualify this application and any future discussions concerning the entity making this application.

17. PROJECT DIRECTOR

There shall at all times during the life of the subgrant agreement be an individual appointed by the subgrantee as "Program Director." This individual will be responsible for program planning, operation, reporting and administration under the subgrant agreement.

18. CONFIDENTIALITY OF RESEARCH INFORMATION

Pursuant to Section 229 of the Justice System Improvements Act of 1979, research information identifiable to an individual, that was obtained through a program funded wholly or in part with BJA funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding. 28 CFR Part 22.

19. RELEASE OF INFORMATION

All records, papers and other documents kept by recipients of CCJJ or BJA funds, their subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the CCJJ or the BJA. These records and other documents submitted to CCJJ or the BJA pursuant to application for funds, are required to be made available to CCJJ or the BJA under the terms and conditions of the Federal Freedom of Information Act, 5 U.S.C. 552.

20. PROGRAM INCOME

All interest or other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (asset forfeitures, sale of publications, registration fees, services charges on fees, taskforce participating agency contributions, interest income from program income, etc.) shall be deemed program income and must be tracked. Whenever possible, program income is to be used to offset grant expenses. All other program income will remain with the project or be used to reduce projects costs. Program income is subject to the same requirements as Federal grant and match monies. In the event of a subgrantee's grant project concluding for any cause, the final disposition of any and all remaining balance(s) from program income shall be left to the discretion of CCJJ as the State Administrative Agency of the grant program.

21. POLITICAL ACTIVITY

The restrictions of the Hatch Act, P.L. 93-443, 5 U.S.C. Chapter 73, Subchapter III (as amended), concerning the political activity of government employees are applicable to state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such State and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

22. COPYRIGHTS AND RIGHTS IN DATA

Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting date in any form), the government has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the grantee may copyright such, but the government reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and authorize others to do so.

23. PATENTS

If any discovery or invention arises or is developed in course of, or as result of work performed under this grant, the subgrantee shall refer the discovery or invention to the BJA. The subgrantee hereby agrees that determination of rights to inventions made under this grant shall be made by the Administrator of BJA or his duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Administrator, or his duly authorized representative, shall be accepted as final. In addition, the subgrantee hereby agrees and otherwise recognizes that the

Government shall acquire at least an irrevocable non-exclusive royalty free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this subgrant.

24. INFORMATION SYSTEMS

With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

a. That all computer programs (software) produced under this grant will be made available to the BJA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.

b. To provide a complete copy of the computer programs and documentation, upon request, to BJA. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

25. PROTECTION OF VICTIMS

a. The subgrantee assures that it will not ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The subgrantee further assures that the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense.

b. The subgrantee assures that it will not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

26. CRIMINAL PENALTIES

a. Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than $10,000 or imprisoned not more than five years, or both.

c. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, U.S.C.

27. JAIL "PAY TO STAY" PROHIBITION:

No funding from this grant can be awarded to a local jail for any purpose if that jail is operating a Pay-to-Stay program. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

28. INDIRECT COST RATE

The new Federal Uniform Guideline allows for Indirect Costs to be charged by subgrantees as part of the grant budget. According to the Guideline, one of the following options must be chosen by grantees:

Federally Negotiated Indirect Cost Rate: If a subgrantee has a negotiated Modified Total Direct Cost (MTDC)* rate with the Federal Government, then you may:

a. Request indirect costs at the fully negotiated rate.
b. Request an indirect cost rate at less than the negotiated rate.
c. Request NO indirect cost.

Proof of the negotiated rate must be submitted with the grant application.

10% de Minimis Rate: If a subgrantee does not have a negotiated Modified Total Direct Cost (MTDC)* rate with the Federal Government, the Guideline allows the subgrantee to request:

a. Request the full 10% rate.
b. Request a rate less than 10%.
c. Request No indirect cost.

Request NO Indirect Cost: If a subgrantee's operational costs are fully covered by charging these costs as administrative (direct) costs, or if the subgrantee calculates indirect costs and determines that these costs are immaterial, then the subgrantee may waive any indirect cost reimbursements. It should be noted that choosing any one of the three options above will neither detract from nor enhance the consideration of the grant proposal.

Modified Total Direct Costs (MTDC) are defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

A governmental department or agency unit that receives more than $35 million in direct federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. Other governmental departments or agencies must develop an indirect cost proposal in accordance with the requirements of this Uniform Guide and maintain the proposal and related supporting ocumentation for audit. These governmental departments or agencies are not required to submit their proposals unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a non-federal entity only receives funds as a subrecipient, the pass-through entity will be responsible for negotiating and/or monitoring the subrecipient's indirect costs.

II. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

III. CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more the $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) No Federal appropriated funds have been paid or will be paid to any public or private agency, organization, institution, or individual for any personal service, advertisement, telegram, telephone communication, letter, printed or written matter, or other devise the design or intent of which is to influence a member of Congress or any other federal, state, or local elected official to favor or oppose any act, bills, resolutions, or similar legislation or any referendum, initiative, constitutional amendment, or any similar governing body.

(3) Upon request of federal or state officials through the proper official channels, Federal appropriated funds may be used in connection with communications to federal, state, or local elected officials pertaining to authorization, appropriation of oversight measures which will directly affect the operation of the program involved.

(4) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here ____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
(5) The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

IV. AUDIT REQUIREMENTS (LOCAL GOVERNMENT AGENCIES, PRIVATE NON-PROFIT & FAITH BASED ORGANIZATIONS ONLY)

The applicant agency assures that it will submit audit reports (with Management Letters) to CCJJ annually. The audit report must comply with OMB circular A-133 and be submitted to CCJJ within one month of completion of the audit.

By State code, **local governments** must complete their audit within **six months** of the end of their fiscal year; **other agencies** must complete their audit within **nine months**. During the audit process subgrantees or their auditors must send CCJJ a **confirmation letter** that verifies payments made to the grant program.

The audit will include a Schedule of Federal Financial Assistance that contains revenue and expenditure information from the grant. The following information will assist the auditors in completing the Schedule of Federal Financial assistance:

- Grant Name: **Justice Assistance Grant (JAG)**
- Federal Grantor Agency: **U.S. Department of Justice - Bureau of Justice Assistance**
- Federal Grantor Number: 2020-DJ-BX-0023
- Federal CFDA Number: **16.738**

V. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (STATE AGENCIES ONLY)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Section 67.615 and 67.620)

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about--
- The dangers of drug abuse in the workplace;
- The grantee's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant the employee will:
- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
- Taking appropriate personnel action against such an employee, up to and including termination; or
- Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

VI. CIVIL RIGHTS AND DISCRIMINATION POLICY REQUIREMENTS

The applicant agency assures that it will comply with all applicable federal civil rights laws and regulations.

Please complete the following:

- Agency Name: La Verkin Police Department
- Number of Persons Employed Your Agency: 5
- Federal Funds Requested with this Application: $3,500

Equal Employment Opportunity Plan. The purpose of an Equal Employment Opportunity Plan (EEOP) is to insure full and equal participation of men and women regardless of race or national origin in the workforce of the recipient agency. An EEOP is a comprehensive document that analyzes that agency's workforce in comparison to its relevant labor market data and all agency employment practices to determine their impact on the basis of race, sex, or national origin.

The agency will provide an EEOP to the Office for Civil Rights, Office of Justice Programs (OCR) and the CCJJ, if it has received a single reward of $25,000 or more. If the agency receives $25,000 or more, unless otherwise exempt, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the CCJJ). EEOP Certification must be submitted electronically through OJP's EEO Reporter Tool, available at https://ojp.gov/about/ocr/eeop.htm.

For more information on how to prepare your EEOP plan (if required) or for additional information on Civil Rights issues please visit the Office for Civil Rights (OCR) website at: http://www.ojp.usdoj.gov/about/offices/ocr.htm

Before your agency can be reimbursed for any expenses associated with this grant, the grant project director must first review and certify compliance with Federal Equal Employment Opportunity policies.

Please go to the following web link and review the PowerPoint presentation on Discrimination Policy Training: https://prezi.com/view/pq6Ri9xleHsqt03J7BHw/

Procedures for Responding to Discrimination Complaints: https://docs.google.com/document/d/e/2PACX-1vTzknQZD8tLGWwLshV2M7OZJDz9MxgvJrMi20B1kp8c7lZHkHSZSgT_i3Q_oC2Alx24Sc7lDKXfMyjP/pub

The signature below certifies that the program proposed in this application meets all the requirements of the Violent Crime Control and Law Enforcement Act of 1994, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Crime Control Act and all other Federal laws. By appropriate language incorporated in each grant, subgrant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency with whom they make contracts or agreements.

SUBGRANTEE ACCEPTANCE OF GRANT ASSURANCES, CONDITIONS and CERTIFICATIONS (signing indicates that your agency has reviewed and agrees to comply with each of the grant assurances, conditions, certifications and requirements of this grant application)

Name and Title of Authorized Official:

Richard M. Hirschi	Mayor
Print Name	**Print Title**
Signature of Authorized Official	**Date**

WHEN RECORDED, MAIL TO:
La Verkin City
435 North Main Street
La Verkin, Utah 84745

Tax ID No. LV-143-H-1, LV-143-C
& LV-143-K

DEED OF DEDICATION

NINTA PROPERTIES LLC, A Utah Limited Liability Company, Grantor(s), of Washington County, State of Utah, hereby QUIT-CLAIM to **LA VERKIN CITY, a Municipal Corporation of the State of Utah,** Grantee, for the sum of Ten Dollars and other good and valuable consideration, all of Grantor's right, title and interest in and to the following described tract of land, as a Public Roadway, in Washington County, Utah, described as follows:

See attached Exhibit "A" for Description and Exhibit "B" for Map of said parcel.

WITNESS the hand of said Grantors, this _____ day of _____, 20____.

_____

NINTA PROPERTIES LLC

STATE OF UTAH)
§
COUNTY OF WASHINGTON)

On the _____ day of _____, 20___, personally appeared before me _____, of **NINTA PROPERTIES LLC, a Utah Limited Liability Company,** the signer of the foregoing Quit-Claim Deed, who duly acknowledged to me that he/she/they executed the same.

_____
NOTARY PUBLIC

My Commission Expires: _____

ALPHA ENGINEERING

43 South 100 East, Suite 100
St George, Utah 84770

T 435.628.6500
F 435.628.6553

alphaengineering.com

EXHIBIT "A"

DEED OF DEDICATION PARCEL
NINTA PROPERTIES LLC. TO LA VERKIN CITY
(September 28, 2021)

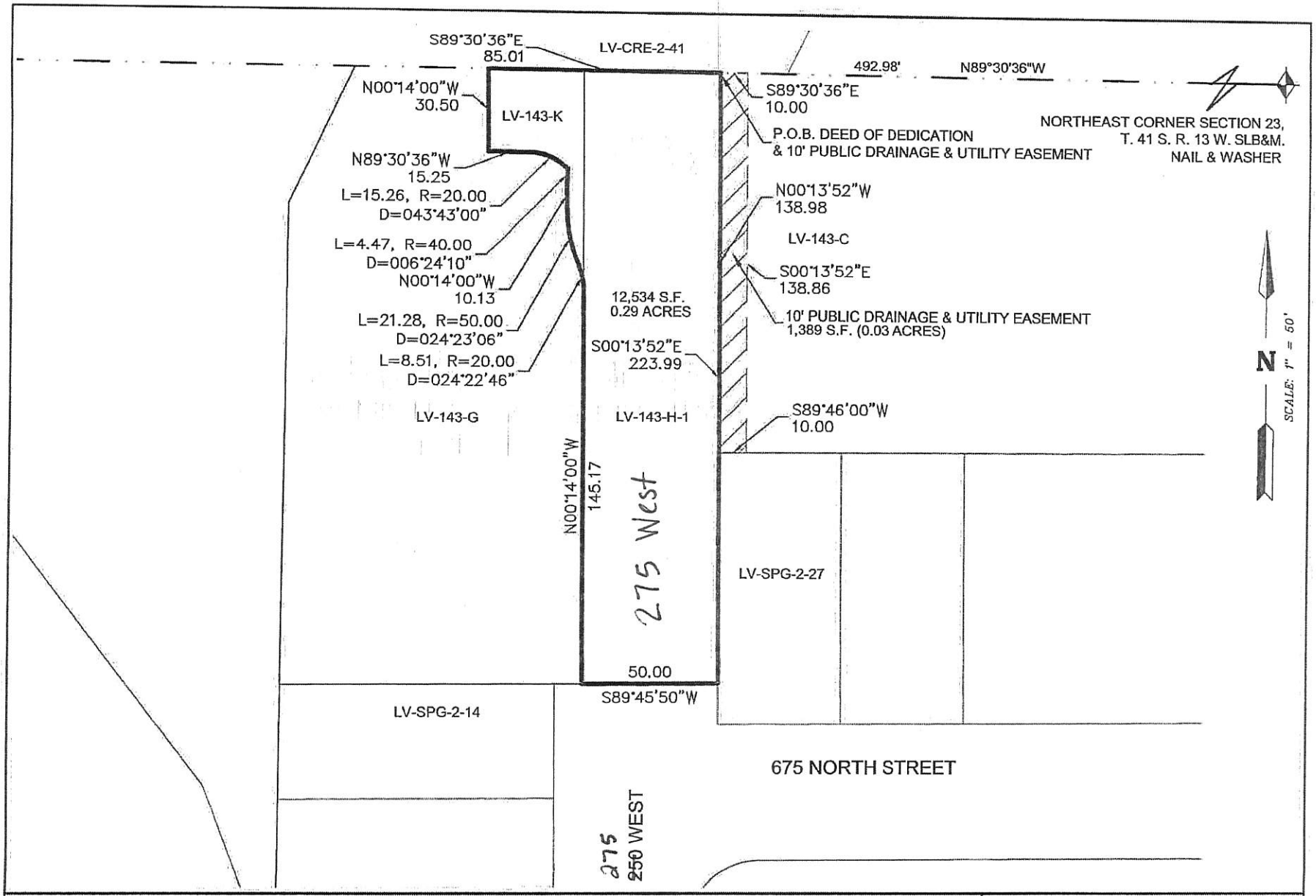
Commencing at the Northeast Corner of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Thence North 89°30'36" West, along the Section line, a distance of 492.98 feet, to the Point of Beginning; Thence South 00°13'52" East, a distance of 223.99 feet, to a point on the Northerly boundary line of Spanish Gardens Phase 2 as shown by Entry #469663, Official Washington County Records; Thence South 89°45'50" West, along said line, a distance of 50.00 feet; Thence North 00°14'00" West, a distance of 145.17 feet to the beginning of a non- tangent curve to the left, of which the radius point lies South 89°45'39" West, a radial distance of 20.00 feet; thence Northerly along the arc of said curve, through a central angle of 24°22'46", a distance of 8.51 feet to the beginning of a reverse curve to the right having a radius of 50.00 feet and a central angle of 24°23'06"; thence Northerly along the arc of said curve, a distance of 21.28 feet; Thence North 00°14'00" West, a distance of 10.13 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North 89°46'24" East, a radial distance of 40.00 feet; thence Northerly along the arc of said curve, through a central angle of 06°24'10", a distance of 4.47 feet to the beginning of a non-tangent curve to the left, of which the radius point lies South 44°12'24" West, a radial distance of 20.00 feet; thence Westerly along the arc of said curve, through a central angle of 43°43'00", a distance of 15.26 feet; Thence North 89°30'36" West, a distance of 15.25 feet; Thence North 00°14'00" West, a distance of 30.50 feet, to a point on the North line of said Section 23, and the Southerly boundary line of The Chateaus at Riverwood Estates Phase 2, as shown by Document #20060002219, Official Washington County Records; Thence South 89°30'36" East, along said line, a distance of 85.01 feet to the Point of Beginning.

Containing: 12,534 square feet or 0.29 acres, more or less.

TOGETHER WITH:

A 10.00 foot wide public drainage and utility easement, described as follows:

Commencing at the Northeast Corner of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Thence North 89°30'36" West, along the Section line, a distance of 492.98 feet, to the Point of Beginning; thence South 89°30'36" East, a distance of 10.00 feet; Thence South 00°13'52" East, a distance of 138.86 feet, to a point on the Northerly boundary line of Spanish Gardens Phase 2 as shown by Entry #469663, Official Washington County Records; Thence South 89°46'00" West, along said line, a distance of 10.00 feet; Thence North 00°13'52" West, a distance of 138.98 feet to the Point of Beginning.



NINTA PROPERTIES LLC DEED OF DEDICATION AND UTILITY EASEMENT TO LA VERKIN CITY
EXHIBIT "B"

	SPW	SEPTEMBER 28, 2021

ALPHA ENGINEERING
43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

P:\1703-01 Kyle Wood Deed of Dedication\Drawings\Survey Drawings\1703-01 SVY.dwg, EXHIBIT, 9/28/2021 8:53:28 AM, swoolsey

Independent Contractor Agreement
Zion Regional Collaborative Coordinator

This INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") has an effective date of November 1, 2021 (the "Effective Date") and is entered by and between _____, an individual (the "Coordinator"), and the following entities that will be collectively referred to in this Agreement as the "Clients": **City of Hurricane**, a Utah municipal corporation ("Hurricane"); **City of La Verkin**, a Utah municipal corporation ("La Verkin"); **Town of Rockville**, a Utah municipal corporation ("Rockville"); **Town of Springdale**, a Utah municipal corporation ("Springdale"); **Washington County**, a political subdivision of the State of Utah ("Washington County"); and Zion Natural History Association, a Utah non-profit corporation doing business as **Zion Forever Project** ("Zion Forever Project"). The Coordinator and the Clients are referred to in this Agreement as the "Parties."

RECITALS

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

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

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

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

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

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

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

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

I. The Parties entered into an Independent Contractor Agreement which began on November 1, 2020 and expires on October 31, 2021; and

J. This Agreement is an extension and continuation of the previous Independent Contractor Agreement.

AGREEMENT TERMS

The Coordinator and the Clients agree to the following terms:

1. Independent Coordinator. Subject to the terms and conditions of this Agreement, the Clients hereby engage Coordinator as an independent Coordinator to perform the services identified in Section 2, and Coordinator hereby accepts this engagement. The "Term" of this Agreement begins on November 1, 2021 and ends on October 31, 2022, unless this Agreement is terminated earlier in accordance with its terms.

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

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

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

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

d. Strategic planning for the ZRC;

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

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

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

3. Compensation. Coordinator's monthly compensation for Services rendered during the Term of this Agreement shall be $4,012.50. Compensation will be paid in accordance with this Section 3. Coordinator must submit a monthly invoice to Springdale for past Services rendered under this Agreement. Invoices will be submitted by the 15th of each month. Within 10 days of receipt of a timely monthly invoice for services rendered during the Term, Springdale will issue payment of $4,012.50 to Coordinator. If this Agreement is terminated early, Springdale will issue only a partial payment on a pro rata basis based on the number of days in the month the Agreement is terminated.

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

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

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

b. Death of Coordinator;

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

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

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

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

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

Participating Entity	Quarterly Contribution	Total Contribution
Hurricane	$2,500	$10,000
La Verkin	$1,625	$6,500
Rockville	$412.50	$1,650
Springdale	$2,750	$11,000
Washington County	$2,875	$11,500
Zion Forever Project	$1,875	$7,500$

These parties shall submit the quarterly contribution specified above to the Town of Springdale on or before December 1, 2021, March 1, 2022, June 1, 2022, and September 1, 2022. Alternatively, these parties may remit the total contribution to Springdale in one payment that must be received on or before December 1, 2021.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Springdale

_____

Mayor Stanley Smith

Town of Rockville

_____

Mayor Pam Leach

Attest

City of Hurricane

Mayor John Bramall

Attest

Washington County

Victor Iverson, Chair
Washington County Commission

Attest

Attest

City of La Verkin

Mayor Richard M. Hirschi

Attest

Zion Natural History Association, a Utah non-profit corporation

By:
Its:

Independent Contractor

Emily Friedman

EXHIBIT A
SCOPE OF WORK

Priority Projects

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

Ongoing Tasks and Concerns

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

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

Priority Projects

1. *Interlocal Entity Incorporation*
    a. Consult with stakeholders about the purpose and process for establishing an interlocal entity; facilitate discussions during ZRC Workshops.
    b. Complete steps to incorporate as an interlocal entity, if this course of action is approved by ZRC stakeholders (ie: drafting an interlocal agreement).
2. *Blueprint ZRC*
    a. Continue collaborating with Dixie State University regarding the proposed Blueprint ZRC.
    b. Investigate possible funding/labor sources to add capacity to Blueprint ZRC.
    c. Once complete, distribute and promote Blueprint ZRC in a manner determined by the group.
3. *ZRC Workshops and Subcommittees*
    a. Design ZRC Workshops efficiently, plan them appropriately, and host them consistently.
    b. Where appropriate, schedule and coordinate ZRC Subcommittee meetings.
    c. Develop and distribute minutes for all relevant meetings and Workshops.
4. *Zion Corridor Trail*
    a. Coordinate with Ash Creek SSD and Washington County on a ROW application.
    b. Assist with the NEPA process as needed.
    c. Facilitate conversations with landowners concerning ROW and alignment issues.
    d. Evaluate potential sources for SB2 matching funds; apply to grants and request funds as appropriate
    e. Assess next steps for design, engineering, and construction.
    f. Continue updating and informing regional stakeholders regarding the trail's progress.
5. *Zion Scenic Byway.*
    a. Establish a National Scenic Byway Committee.
    b. Review the Zion Scenic Byway Interpretive Plan and identify potential projects.
    c. Apply for grants to fund projects along the Byway.
    d. Coordinate with local agencies and organizations to promote the Byway.

Ongoing Tasks and Concerns

1. Facilitate communication amongst stakeholders. Engage all stakeholders whose actions could have potentially significant impacts on the region, or who may themselves be significantly impacted by what occurs in the region.
2. Conduct effective public outreach (ie: regularly update the ZRC website).
3. Support stakeholders' efforts concerning area beautification, community improvement, and visitor education.
4. Support the implementation of regional public transit systems. Facilitate coordination and communication.
5. Facilitate communication between regional stakeholders and the Greater Zion Mobile Application development team.

6. Support stakeholders' efforts to diversify the area's economy (industry type, visitor type, geographic spread, etc.) and increase its economic vitality.
7. Participate in ongoing regional planning efforts, including Washington County's Outdoor Recreation Working Groups and The Conservation Fund's Zion Regional Recreation Management Planning Process.
8. Provide support, where appropriate, for related regional collaboration efforts (including Cedar City Vision 2050).