

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, July 20, 2022, 6:00 p.m.

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

5:00 Work Meeting

1. Accessory Dwelling Units

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

B. 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 & Invoices: \$332,493.92

C. Business:

1. Discussion and possible action to approve the site plan preliminary, a preliminary final plat and a Development Agreement for the Spanish Townhomes located at 686 North 275 West.

D. Mayor & Council Reports:

Mayor Wilson:

Blair Gubler: Washington County Solid Waste, Homeland Security/CERT

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

Micah Gubler: Public Safety, Recreation/City Festivals

Hirschi: Fire District, Ash Creek Special Service District, DTEC

Hardy: Southwest Mosquito Abatement, Historical Preservation

E. 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 15 minutes with each individual taking no more than 3 minutes.

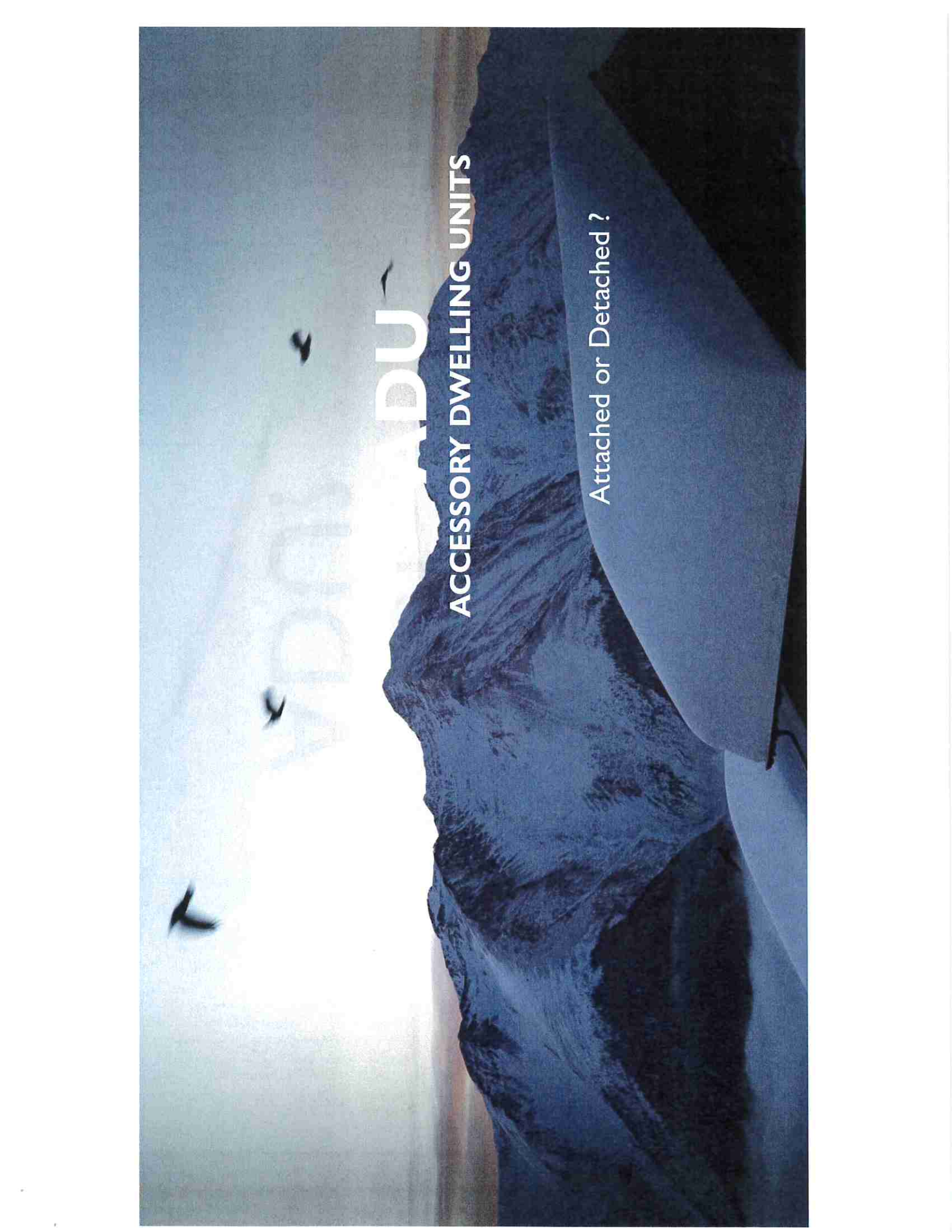
F. Adjourn:

In compliance with the American 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 at the city office buildings

111 S. Main and 435 N. Main on July 15, 2022.



ADU

ACCESSORY DWELLING UNITS

Attached or Detached ?

Why An ADU?



• In 2021 AARP Home and Community Preferences Survey, adults age 18 or older who would consider creating an ADU said they'd do so in order to:

- provide a home for a loved one in need of care (86%)
- provide housing for relatives or friends (86%)
- have a space for guests (82%)
- create a place for a caregiver to stay (74%)
- increase the value of their home (69%)
- feel safer by having someone living nearby (67%)
- earn extra income from renting to a tenant (63%)

ADUs are flexible. Over time, a single ADU might be used in many ways as an owner's needs and life circumstances change.

EMPTY NESTERS can build an ADU and move into it, then rent out the main house for supplemental income or make it available to their adult children.

FAMILIES WITH YOUNG CHILDREN can use an ADU as housing for a nanny or au pair or even a grandparent or two, who can then help raise their grandkids and be assisted themselves as they age.

INDIVIDUALS IN NEED OF CARE can reside in an ADU to be near family members, or they can use the ADU to house a live-in aide. (In fact, ADUs can be an affordable and more comforting alternative to an assisted-living facility or nursing home.)

HOME BUYERS can look forward to the rental income from an ADU to help pay their mortgage or finance home improvements, especially in expensive housing markets.

HOME-BASED WORKERS can use an ADU as their office or workshop.

HOMEOWNERS can use an ADU for guests or as housing for friends or loved ones who:

- aren't yet financially independent, such as new high school or college graduates
- need temporary housing due to an emergency or while renovating their own home
- have disabilities but can live independently if family reside nearby

ADUs are an economical housing option

- ADUs can generate rental income to help homeowners cover mortgage payments or simply make ends meet. The income provided by an ADU tenant can be especially important for older people on fixed incomes.
- Since the land on which an ADU is built already belongs to the homeowner, the expense to build a secondary residence is for the new structure only.
- Many ADUs are created for family members or friends to reside in for free or at a discounted rate. In fact, when a loved one is in need of care or can't live alone, an ADU can be a viable alternative to a costly assisted-living facility.
- Although market rate rents for ADUs tend to be slightly more than for similarly sized apartments, they often represent the only affordable rental choices in single-family neighborhoods, which typically contain few or no small or rental housing options at all.
- The state of California and some municipalities are boosting ADUs by providing grants and other incentives as part of affordable housing and anti-displacement strategies to help lower-income households build ADUs or reside in them at reliable rents.

ADUs are community-compatible

- ADUs offer a way to include smaller, relatively affordable homes in established neighborhoods with minimal visual impact and without adding to an area's sprawl.
- ADUs provide a more dispersed and incremental way of adding homes to a community than other options, such as multistory apartment buildings.
- ADUs are typically managed by homeowners who live on the premises. Such landlords are less likely to tolerate a destructive tenant.

ADUs are good for the environment

- ADUs require fewer resources to build and maintain than full-sized homes.
- ADUs use significantly less energy for heating and cooling.

ADUs are just the right size

- Generally measuring between 600 and 1,000 square feet, ADUs work well for the one and two-bedroom homes needed by today's smaller, childless households, which now account for nearly two thirds of all households in the United States.

ADUs are able to house people of all ages

- ADUs offer young people entry-level housing choices.
- ADUs enable families to expand beyond their primary home.
- ADUs provide empty nesters and others with the option of moving into a smaller space while renting out their larger house or letting an adult child and his or her family reside in it.
- An ADU's use can be adapted for different household types, income levels, employment situations and stages of life.

Big houses are being built, small houses are needed

Do we really need more than three times as much living space per person as we did in 1950? Can we afford to buy or rent, heat, cool and care for such large homes?

Year	1950	2020
Median square footage of new single-family homes	983	2,261
Number of people per household	3.8	2.5
Square feet of living space per person	292	904

ADUs make use of the existing infrastructure and housing stock, they're also environmentally friendly and respectful of a neighborhood's pace and style. An increasing number of towns, cities, counties and entire states have been adapting their zoning or housing laws to make it easier for homeowners to create ADUs.

Is The Time Now?

- Some communities allow almost any home to be set up with an ADU — so long as size limits, property line setbacks and placement caveats in relation to the primary dwelling are met. Others start with those basic standards and then layer on extra requirements that can make it challenging to create an ADU.
- Municipalities nationwide have been relaxing their restrictions against ADUs, and several states now require communities to allow them. Some examples:
- New Hampshire and Vermont allow ADUs nearly everywhere single-family housing is permitted. New Hampshire's 2017 legislation stemmed in large part from the frustration of builders who couldn't construct the backyard cottages and garage apartments their clients desired.
- In 2020, the California legislature declared that "allowing accessory dwelling units in zones that allow single-family and multifamily uses provides additional rental housing, and is an essential component in addressing California's housing needs." The state allows up to one ADU
- Oregon requires cities and counties of certain sizes to allow ADUs in all single-family areas within urban growth boundaries. In 2021, the state extended ADU rights to rural residential areas.
- Other states allowing ADUs include Connecticut, Rhode Island and Utah. Many cities now allow ADUs, including Anchorage, Alaska; Atlanta, Georgia; Annapolis, Maryland; Asheville, North Carolina; Austin, Texas; Denver, Colorado; Honolulu, Hawaii; Houston, Texas; Louisville, Kentucky; Philadelphia, Pennsylvania; Phoenix and Tucson, Arizona; Seattle, Washington; and Washington, D.C.

Note

A survey of ADU owners in three Pacific Northwest cities with mature ADU and short-term rental markets found that 60 percent of ADUs are used for long-term housing as compared with 12 percent for short-term rentals.

QUESTIONS

The Three items that ADU may help address

- 1) **Affordable housing**
 - ☐ Needed housing option for people of all ages
- 2) **Additional income Through long term rental – Vacation rental?**
 - ☐ ADUs are an often-essential income source.
- 3) **Places for family – friends – parents – in-laws to stay**
 - ☐ housing for their parents, adult children, grandchildren or other loved ones.

La Verkin City
Invoice Register - 7/1/2022 to 7/14/2022 - All Invoices

7/14/2022

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
RFD 100041269.	*Hurst, Kyle, Cogliano, Isabella	49760	7/1/2022	7/1/2022	\$94.15 94.15	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041269 - *Hurst, Kyle, Cogliano, Isabella
339031	ACE HARDWARE		7/13/2022	8/10/2022	\$75.18 75.18	104160.250	Bldg EQUIPMENT OPERATING	Screwdrivers, corner brace
PR070122-258	AFLAC		7/6/2022	7/6/2022	\$87.48 87.48	102224	Health Savings Account	AFLAC EE
1018815	ALSCO		7/7/2022	7/25/2022	\$52.01 0.52 1.04 1.05 7.80 5.20 20.80 2.60 2.60 5.20 5.20	104160.250 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 556350.250 556350.440	Bldg EQUIPMENT OPERATING Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Drainage EQUIPMENT OPERA Drainage NEW SERVICES	
1019914	ALSCO		7/13/2022	8/1/2022	\$52.01 1.56 3.12 4.69 9.36 2.60 17.16 2.60 3.12 1.56 4.68 1.56 \$104.02	104160.270 104240.250 104410.250 104410.745 104510.250 516340.250 516340.450 536310.250 556350.250 556350.440	Bldg B&G OPERATION AND M Inspect EQUIPMENT OPERATI Streets EQUIPMENT OPERATI Streets STREET IMPROVEME Parks EQUIPMENT OPERATIN O&M EQUIPMENT OPERATIN O&M SYSTEMS MAINTENANC Irrigation EQUIPMENT OPERA Irrigation WATER MAIN REPAIR Drainage EQUIPMENT OPERA Drainage NEW SERVICES	
500759072	ASCAP	49763	7/7/2022	6/20/2022	\$16.50 16.50	104620.610	Comm COMMUNITY DEVELOP	license fee for music through 6/30/23
063022	ASH CREEK SPECIAL SERVICE DIST		7/13/2022	8/15/2022	\$43,925.43 43,925.43	526260.520	Sewer PAYMENT TO ASH CRE	June 2022
RFD 100041209.	Bjarnson, Leif		7/13/2022	7/13/2022	\$101.73 101.73	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041209 - Bjarnson, Leif
JUL22127	BLOMQUIST HALE CONSULTING GR	49766	7/5/2022	7/10/2022	\$86.22 86.22	101562	PEHP/AFLAC Insurance Cleanin	Employee assistance coverage
UT202201699	BLUE STAKES OF UTAH 811		7/7/2022	7/30/2022	\$90.58 90.58	516660.450	Admin SYSTEMS MAINTENAN	Annual membership fee + billable email notifications
06092022	Chamberlain Associates, LLC		7/11/2022	6/9/2022	\$7,000.00 7,000.00	511601	Construction in progress	Professional services rendered
060922	Chamberlain Associates, LLC		7/11/2022	6/9/2022	\$7,000.00 7,000.00 \$14,000.00	104410.740	Streets EQUIP EXP/CAPITAL I	Professional services rendered
053122 PO# 4397	Vendor Total: Citi Cards	7012022	7/11/2022	5/31/2022	\$7.50 7.50	104620.610	Comm COMMUNITY DEVELOP	Staff Appreciation

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0713022	Citi Cards		7/13/2022	7/13/2022	\$297.83	104620.610	Comm COMMUNITY DEVELOP	Framing for City map
071322	Citi Cards		7/13/2022	7/13/2022	\$138.35	104540.610	Rec MISCELLANEOUS EXPEN	Candy for Pioneer Day
2598619	Citi Cards		7/13/2022	7/12/2022	\$168.09	104540.610	Rec MISCELLANEOUS EXPEN	Employee appreciation
287590	Citi Cards		7/11/2022	8/1/2022	\$25.00	104140.210	Admin BOOKS, SUBSCRIPTION	Entity renewal
3716222	Citi Cards		7/11/2022	7/25/2022	\$75.02	104140.315	Admin COMPUTER EQUIPME	Wireless Keyboard and Mouse for Computer
PO# 4466					58.70	104140.315	Admin COMPUTER EQUIPME	Cord Concealer for Office
381563204	Citi Cards		7/11/2022	7/7/2022	\$11.45	104620.610	Comm COMMUNITY DEVELOP	Staff Picture for Hallway
6170643	Citi Cards		7/13/2022	7/12/2022	\$141.96	104540.610	Rec MISCELLANEOUS EXPEN	Employee appreciation
	Vendor Total:				\$865.20			
7805781.002	CODALE ELECTRIC SUPPLY	49769	7/7/2022	6/23/2022	\$749.92	516340.440	O&M NEW SERVICES	2" electrical conduit for pump station lower tank
PO# 4444					749.92			
070522	CW EXCAVATION	49770	7/7/2022	7/7/2022	\$50.00	103690	Miscellaneous	Refund excavation permit- Not needed
					50.00			
061422	Davis Food & Drug #4/Farmers Market	49771	7/7/2022	6/14/2022	\$1.98	104510.240	Parks OFFICE EXPENSE, SUP	Hardware
					1.98			
062722	Davis Food & Drug #4/Farmers Market	49771	7/7/2022	6/27/2022	\$107.82	104540.610	Rec MISCELLANEOUS EXPEN	Supplies for 4th of July
					107.82			
62822	Davis Food & Drug #4/Farmers Market	49771	7/7/2022	6/28/2022	\$7.49	104540.610	Rec MISCELLANEOUS EXPEN	White cable ties for 4th of July
					7.49			
	Vendor Total:				\$117.29			
76797003	Delage Landen Financial Services	49772	7/5/2022	7/15/2022	\$282.86	104140.240	Admin OFFICE EXPENSE, SUP	
					127.29	104140.310	Admin ATTORNEY/IN HOUSE	
					33.94	516660.240	Admin OFFICE EXPENSE, SUP	
					73.54	536310.240	Irrigation OFFICE EXPENSE, S	
					19.80	556350.240	Drainage OFFICE EXPENSE, S	
					28.29			
063022	Empire Waste Services	49774	7/7/2022	6/30/2022	\$269.00	104140.280	Admin UTILITIES	
					193.68	516660.280	Admin UTILITIES	
					67.25	556350.250	Drainage EQUIPMENT OPERA	
					8.07			
F2212E00888	FUEL NETWORK	49775	7/7/2022	7/3/2022	\$7,654.85	104140.250	Admin EQUIPMENT OPERATING	Fuel
					40.28	104160.250	Bldg EQUIPMENT OPERATING	Fuel
					45.41	104210.250	Police EQUIPMENT OPERATING	Fuel
					2,937.36	104230.300	Victims FUEL	Fuel
					60.45	104240.250	Inspect EQUIPMENT OPERATI	Fuel
					90.83	104253.250	Animal EQUIPMENT OPERATI	Fuel
					75.42	104410.250	Streets EQUIPMENT OPERATI	
					90.83			

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7/14/2022

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RI0701221	GUBLER, KYLE W	49777	7/1/2022	7/1/2022	681.20	104410.745	Streets STREET IMPROVEME	
					454.13	104510.250	Parks EQUIPMENT OPERATI	
					1,816.54	516340.250	O&M SYSTEMS MAINTENANC	
					227.07	516340.450	Irrigation EQUIPMENT OPERA	
					454.13	556350.250	Drainage EQUIPMENT OPERA	
PR070122-6099	Health Equity	49778	7/6/2022	7/6/2022	500.00	104140.250	Admin EQUIPMENT OPERATI	Car allowance
					\$1,805.46	102224	Health Savings Account	PEHP Health Equity
					\$63.75	104121.240	Police JUSTICE COURT	Indigent counsel May 2022
					250.00	104121.240	Police JUSTICE COURT	July 2022 Court billing
					\$313.75			
060622	HURRICANE CITY POWER	49779	7/7/2022	7/1/2022	\$20.20	104140.280	Admin UTILITIES	La Verkin city sign
					\$199.13	104410.250	Streets EQUIPMENT OPERATI	road base
					\$84.72	104410.250	Streets EQUIPMENT OPERATI	Fill dirt
					\$102.32	104410.250	Streets EQUIPMENT OPERATI	Fill dirt
					\$366.74	104410.250	Streets EQUIPMENT OPERATI	road base
39631	HURRICANE READY MIX LLC	49780	7/7/2022	7/13/2022	\$240.04	104410.250	Streets EQUIPMENT OPERATI	Fill dirt
					\$992.95			
					\$259.69	104410.250	Streets EQUIPMENT OPERATI	Tires for Trailer
					\$205,601.73	104410.740	Streets EQUIP EXP/CAPITAL I	Supplies
					\$360.75	104140.240	Admin OFFICE EXPENSE, SUP	
39653	HURRICANE READY MIX LLC	49781	7/5/2022	7/5/2022	165.00	104140.310	Admin ATTORNEY/IN HOUSE	
					43.83	516660.240	Admin OFFICE EXPENSE, SUP	
					93.80	536310.240	Irrigation OFFICE EXPENSE, S	
					20.04	556350.250	Drainage OFFICE EXPENSE, S	
					\$205,962.48			
39679	HURRICANE READY MIX LLC	49782	7/1/2022	7/1/2022	\$1,000.00	104510.120	Parks PART TIME EMPLOYEE	Activities Director
					\$578.00	104510.250	Parks EQUIPMENT OPERATI	Monthly weed and fertilizer for parks and cemetery
					418.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
39718	HURRICANE READY MIX LLC	49783	7/1/2022	7/1/2022	\$1,000.00	104510.120	Parks PART TIME EMPLOYEE	Activities Director
					\$578.00	104510.250	Parks EQUIPMENT OPERATI	Monthly weed and fertilizer for parks and cemetery
					418.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
39894	HURRICANE READY MIX LLC	49784	7/1/2022	7/1/2022	\$1,000.00	104510.120	Parks PART TIME EMPLOYEE	Activities Director
					\$578.00	104510.250	Parks EQUIPMENT OPERATI	Monthly weed and fertilizer for parks and cemetery
					418.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
109303	Hurricane Tire Pros	49785	7/1/2022	7/1/2022	\$1,000.00	104510.120	Parks PART TIME EMPLOYEE	Activities Director
					\$578.00	104510.250	Parks EQUIPMENT OPERATI	Monthly weed and fertilizer for parks and cemetery
					418.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
#1	INTERSTATE ROCK	49786	7/1/2022	7/1/2022	\$1,000.00	104510.120	Parks PART TIME EMPLOYEE	Activities Director
					\$578.00	104510.250	Parks EQUIPMENT OPERATI	Monthly weed and fertilizer for parks and cemetery
					418.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
53425	INTERSTATE ROCK	49787	7/1/2022	7/1/2022	\$1,000.00	104510.120	Parks PART TIME EMPLOYEE	Activities Director
					\$578.00	104510.250	Parks EQUIPMENT OPERATI	Monthly weed and fertilizer for parks and cemetery
					418.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
RI0701222	JOHNSON, MARIDEE	49788	7/1/2022	7/1/2022	\$1,000.00	104510.120	Parks PART TIME EMPLOYEE	Activities Director
					\$578.00	104510.250	Parks EQUIPMENT OPERATI	Monthly weed and fertilizer for parks and cemetery
					418.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery
2780	Keep It Green	49789	7/1/2022	7/1/2022	\$1,000.00	104510.120	Parks PART TIME EMPLOYEE	Activities Director
					\$578.00	104510.250	Parks EQUIPMENT OPERATI	Monthly weed and fertilizer for parks and cemetery
					418.00	104510.410	Parks CEMETARY IMPROVEM	Monthly weed and fertilizer for parks and cemetery

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PR070122-147	LEGAL SHIELD		7/6/2022	7/6/2022	\$32.40			
EA1159972	Les Olson	49784	7/7/2022	7/15/2022	\$32.40	102225	Misc Payable	LegalShield
					\$361.81			
					162.81	104140.240	Admin OFFICE EXPENSE, SUP	
					43.42	104140.310	Admin ATTORNEY/IN HOUSE	
					94.07	516660.240	Admin OFFICE EXPENSE, SUP	
					25.09	536310.240	Irrigation OFFICE EXPENSE, S	
					36.42	556350.240	Drainage OFFICE EXPENSE, S	
072022	McKeethan, Linzi	49785	7/7/2022	7/6/2022	\$500.00		Comm COMMUNITY DEVELOP	Scholarship recipient
					500.00	104620.610		
63687-1	MEGA-PRO INTERNATIONAL	49786	7/7/2022	6/23/2022	\$55.00		Admin OFFICE EXPENSE, SUP	Admin shirts
					55.00	104140.240		
65230	MEGA-PRO INTERNATIONAL	49786	7/7/2022	5/27/2022	\$157.00		Police EQUIPMENT OPERATIN	Polo shirts for Police
					157.00	104210.250		
					\$212.00			
43941	My Fleet Center,		7/11/2022	7/25/2022	\$70.87		Animal VEHICLE MAINTENAN	Oil change Promaster van
					70.87	104253.450		
169696	Opticare of Utah		7/11/2022	7/5/2022	\$243.50		PEHP/AFLAC Insurance Cleanin	Vision Insurance
					243.50	101562		
14676	Preston's Mobile Shredding		7/5/2022	7/25/2022	\$39.95		Admin UTILITIES	
					28.76	104140.280	Admin UTILITIES	
					9.99	516660.280	Drainage EQUIPMENT OPERA	
					1.20	556350.250		
0124-0722	ROCKY MOUNTAIN POWER		7/11/2022	7/25/2022	\$24.79		Parks UTILITIES	Power Plant park
					24.79	104510.280		
6669601	SCHOLZEN PRODUCTS CO INC	49791	7/5/2022	7/15/2022	\$1,044.20		O&M SYSTEMS MAINTENANC	(2) 6" alpha couplings , 20' 6" PVC
PO# 4462					1,044.20	516340.450		
6669709	SCHOLZEN PRODUCTS CO INC	49791	7/5/2022	7/15/2022	\$22.00		O&M SYSTEMS MAINTENANC	3/4" meter gaskets
					22.00	516340.450		
6670360	SCHOLZEN PRODUCTS CO INC		7/7/2022	7/25/2022	\$208.80		O&M SYSTEMS MAINTENANC	Blue water service 300' coil
					208.80	516340.450		
					\$1,275.00			
070922	Soleto, Rosa		7/11/2022	7/9/2022	\$150.00		Building/Park Rental deposit	Refund partial deposit- dirty bathrooms
					150.00	102331		
Refund: 1000411	Southern Snow	49792	7/6/2022	7/6/2022	\$138.26		Accounts Receivable	Refund: 100041186 - Southern Snow
					138.26	511311		
6260031079.320	Southern Tire Mart	49793	7/5/2022	7/15/2022	\$699.95		Streets EQUIPMENT OPERATI	2 Dump truck tires
PO# 4463					699.95	104410.250		
333591	Southwest Utah Public Health Departme		7/14/2022	5/5/2022	\$100.00		Admin CONTRACTED SERVIC	Water testing
					100.00	516660.460		
333883	Southwest Utah Public Health Departme		7/14/2022	7/25/2022	\$100.00		Admin CONTRACTED SERVIC	Water testing
					100.00	516660.460		
					\$200.00			
4722256	SPECTRUM		7/13/2022	6/27/2022	\$46.94		Admin PUBLIC NOTICES	Public hearing
					46.94	104140.220		

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7358270609	STAPLES		7/11/2022	6/6/2022	\$75.84			
					34.13	104140.240	Admin OFFICE EXPENSE, SUP	
					9.16	104140.310	Admin ATTORNEY/IN HOUSE	
					19.72	516660.240	Admin OFFICE EXPENSE, SUP	
					4.25	536310.240	Irriagation OFFICE EXPENSE, S	Paper
					8.58	556350.240	Drainage OFFICE EXPENSE, S	
7358985289	STAPLES		7/11/2022	6/15/2022	\$158.65			
					158.65	104210.240	Police OFFICE EXPENSE, SUP	Gloves
7359920963	STAPLES		7/11/2022	6/29/2022	\$88.50			
					39.83	104140.240	Admin OFFICE EXPENSE, SUP	
					10.62	104140.310	Admin ATTORNEY/IN HOUSE	
					23.77	516660.240	Admin OFFICE EXPENSE, SUP	
					5.43	536310.240	Irriagation OFFICE EXPENSE, S	Office Supplies
					8.85	556350.240	Drainage OFFICE EXPENSE, S	
					\$322.99			
146592	STAR SIGN AND BANNER		7/7/2022	7/20/2022	\$519.99			
					519.99	104140.810	Admin LEASE PAYMENTS	Vinyl for new Police truck
063022	State Of Utah	49795	7/7/2022	6/30/2022	\$1,164.24			
					1,164.24	103221	Building Permits	Surcharge pass through
3-327506	STEAMROLLER COPIES	49796	7/7/2022	7/15/2022	\$49.80			
					49.80	104540.610	Rec MISCELLANEOUS EXPEN	Laminating for 4th of July
3-327507	STEAMROLLER COPIES	49796	7/7/2022	7/15/2022	\$4.47			
					4.47	104540.610	Rec MISCELLANEOUS EXPEN	copies for 4th of July
					\$54.27			
R10701223	STEGELICH, RYKER	49797	7/1/2022	7/1/2022	\$400.00			
					400.00	104510.120	Parks PART TIME EMPLOYEE	Website / social media
Refund: 1000413	Straight Up Builders		7/11/2022	7/11/2022	\$52.66			
					52.66	511311	Accounts Receivable	Refund: 100041300 - Straight Up Builders
0126403	SUNRISE ENGINEERING INC		7/11/2022	6/14/2022	\$1,385.50			
					783.25	511601	Construction in progress	Funding and Procurement
					120.75	511601	Construction in progress	Const Management
					333.00	511601	Construction in progress	Pay request / Change orders
					148.50	511601	Construction in progress	Const Administration
0126404	SUNRISE ENGINEERING INC		7/11/2022	6/14/2022	\$2,860.10			
					462.10	104410.740	Streets EQUIP EXP/CAPITAL I	Funding procurement
					1,324.25	104410.740	Streets EQUIP EXP/CAPITAL I	Submittals
					120.75	104410.740	Streets EQUIP EXP/CAPITAL I	Const Management
					953.00	104410.740	Streets EQUIP EXP/CAPITAL I	Pay requests, change orders
0126588	SUNRISE ENGINEERING INC		7/11/2022	6/23/2022	\$505.50			
					443.50	511601	Construction in progress	Funding and Procurement
					62.00	511601	Construction in progress	Const Management
0126589	SUNRISE ENGINEERING INC		7/11/2022	6/23/2022	\$576.00			
					279.00	104410.740	Streets EQUIP EXP/CAPITAL I	LaVerkin Roads- Funding and
								Procurement
					297.00	104410.740	Streets EQUIP EXP/CAPITAL I	Pay requests, change orders
					\$5,327.10			
0432746	Symbol Arts		7/13/2022	6/8/2022	\$464.75			
					464.75	104210.250	Police EQUIPMENT OPERATING	Badges

La Verkin City Invoice Register - 7/1/2022 to 7/14/2022 - All Invoices

7/14/2022

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
0432747	Symbol Arts		7/13/2022	6/8/2022	\$379.75	104210.250	Police EQUIPMENT OPERATIN	Badges
	Vendor Total:				\$844.50			
07012022	U.S. POSTAL SERVICE	49755	7/1/2022	7/1/2022	\$535.00			
					240.75	104140.240	Admin OFFICE EXPENSE, SUP	
					64.20	104140.310	Admin ATTORNEY/IN HOUSE	
					142.10	516660.240	Admin OFFICE EXPENSE, SUP	
					31.45	536310.240	Irifigation OFFICE EXPENSE, S	
					56.50	556350.240	Drainage OFFICE EXPENSE, S	
PR070122-501	UTAH RETIREMENT SYSTEMS		7/6/2022	7/6/2022	\$9,712.31			
					729.66	102223	Retirement Payable	401K
					8,689.95	102223	Retirement Payable	Retirement
					42.70	102223	Retirement Payable	401K Loan
					250.00	102223	Retirement Payable	Roth IRA
PR063022-449	Utah State Tax Commission		7/6/2022	7/6/2022	\$50.00	102222	State Withholding	State Income Tax
					50.00			
PR070122-449	Utah State Tax Commission		7/6/2022	7/6/2022	\$2,084.37	102222	State Withholding	State Income Tax
					2,084.37			
	Vendor Total:				\$2,134.37			
52776	WCWCD		7/7/2022	7/25/2022	\$3,086.39	516660.410	Admin PRODUCT OR SERVIC	Water developmenmt surcharge fees
					3,086.39			
RI0701224	Weeks, James	ACH.0706221424.7220	7/1/2022	7/1/2022	\$1,500.00		Admin ATTORNEY	
					1,500.00	104140.311		
06092022	William L. Prater, LLC		7/11/2022	6/9/2022	\$2,482.00		Construction in progress	Legal services for bond closure
					2,482.00	511601		
6092022	William L. Prater, LLC		7/11/2022	6/9/2022	\$3,274.00	104410.740	Streets EQUIP EXP/CAPITAL I	Legal services rendered
					3,274.00			
	Vendor Total:				\$5,756.00			
RFD 100040155.	Wilsterman, Morgan	49802	7/6/2022	7/6/2022	\$50.21	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100040155 - Wilsterman, Morgan
					50.21			
010061	ZIONS FIRST NATIONAL BANK CC		7/13/2022	8/1/2022	\$402.67	104160.250	Bldg EQUIPMENT OPERATING	6- 3x5 Flags
					402.67			
010065	ZIONS FIRST NATIONAL BANK CC		7/13/2022	8/1/2022	\$344.17	104160.250	Bldg EQUIPMENT OPERATING	2 6x10 flags
					344.17			
063022 PO# 4312	ZIONS FIRST NATIONAL BANK CC		7/13/2022	6/30/2022	\$160.41	104410.250	Streets EQUIPMENT OPERATI	Crack seal done- boot allotment
					150.01	104410.250	Streets EQUIPMENT OPERATI	
					10.40			
070722	ZIONS FIRST NATIONAL BANK CC		7/11/2022	7/25/2022	\$36.36			
					1.09	104160.270	Bldg B&G OPERATION AND M	
					2.18	104240.250	Inspect EQUIPMENT OPERATI	
					3.28	104410.250	Streets EQUIPMENT OPERATI	
					6.54	104410.745	Streets STREET IMPROVEME	
					1.82	104510.250	Parks EQUIPMENT OPERATI	
					12.00	516340.250	O&M EQUIPMENT OPERATI	
					1.82	516340.450	O&M SYSTEMS MAINTENANC	
					2.18	536310.250	Irrigation EQUIPMENT OPERA	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description	
070822	ZIONS FIRST NATIONAL BANK CC		7/11/2022	7/20/2022	1.09	536310.450	Irrigation WATER MAIN REPAIR		
					3.27	556350.250	Drainage EQUIPMENT OPERA		
					1.09	556350.440	Drainage NEW SERVICES		
134	ZIONS FIRST NATIONAL BANK CC		7/15/2022	7/15/2022	\$180.00		Admin TRAVEL & TRAINING	UAPMO training- Derek, Max, Clay	
					180.00	516660.230			
PR063022-234	ZIONS FIRST NATIONAL BANK.	07062022	7/6/2022	7/6/2022	\$1,456.67				
					\$335.60				
					231.44	102221	FICA & FWT Witholding	Social Security Tax	
					54.16	102221	FICA & FWT Witholding	Medicare Tax	
					50.00	102221	FICA & FWT Witholding	Federal Income Tax	
PR070122-234	ZIONS FIRST NATIONAL BANK.	07062022	7/6/2022	7/6/2022	\$10,637.88		FICA & FWT Witholding	Social Security Tax	
					5,859.52	102221	FICA & FWT Witholding	Medicare Tax	
					1,370.40	102221	FICA & FWT Witholding	Federal Income Tax	
					3,407.96	102221			
					\$10,973.48				
639383-0722	ZIONS FIRST NTL BANK		7/7/2022	7/20/2022	\$4,605.33		Streets LEASE PAYMENTS	Payment on Derek's new truck	
					4,605.33	104410.810			
GL Account Summary									
PEHP/AFLAC Insurance Clean									
FICA & FWT Witholding									
State Witholding									
Retirement Payable									
Health Savings Account									
Misc Payable									
Building/Park Rental deposit									
Building Permits									
Miscellaneous									
Police JUSTICE COURT									
Admin BOOKS, SUBSCRIPTION									
Admin PUBLIC NOTICES									
Admin OFFICE EXPENSE, SUP									
Admin EQUIPMENT OPERATIN									
Admin UTILITIES									
Admin ATTORNEY/IN HOUSE									
Admin ATTORNEY									
Admin COMPUTER EQUIPME									
Admin LEASE PAYMENTS									
Bldg EQUIPMENT OPERATING									
Bldg B&G OPERATION AND M									
Police OFFICE EXPENSE, SUP									

La Verkin City Invoice Register - 7/1/2022 to 7/14/2022 - All Invoices

7/14/2022

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					3,938.86	104210.250	Police EQUIPMENT OPERATIN	
					60.45	104230.300	Victims FUEL	
					123.15	104240.250	Inspect EQUIPMENT OPERATI	
					75.42	104253.250	Animal VEHICLE MAINTENAN	
					70.87	104253.450	Streets EQUIPMENT OPERATI	
					2,245.83	104410.250	Streets EQUIP EXP/CAPITAL I	
					219,311.83	104410.740	Streets STREET IMPROVEME	
					764.85	104410.745	Streets LEASE PAYMENTS	
					4,605.33	104410.810	Parks PART TIME EMPLOYEE	
					1,400.00	104510.120	Parks OFFICE EXPENSE, SUP	
					1.98	104510.240	Parks EQUIPMENT OPERATIN	
					902.40	104510.250	Parks UTILITIES	
					24.79	104510.280	Parks CEMETARY IMPROVEM	
					160.00	104510.410	Rec MISCELLANEOUS EXPEN	
					617.98	104540.610	Comm COMMUNITY DEVELOP	
					833.28	104620.610	Total	
					266,909.32			
					190.92	511311	Accounts Receivable	
					11,373.00	511801	Construction in progress	
					246.09	512330	Turn on Fee/Renter Deposit	
					1,987.40	516340.250	O&M EQUIPMENT OPERATIN	
					749.92	516340.440	O&M NEW SERVICES	
					1,525.74	516340.450	O&M SYSTEMS MAINTENANC	
					180.00	516660.230	Admin TRAVEL & TRAINING	
					447.00	516660.240	Admin OFFICE EXPENSE, SUP	
					77.24	516660.280	Admin UTILITIES	
					3,086.39	516660.410	Admin PRODUCT OR SERVIC	
					90.58	516660.450	Admin SYSTEMS MAINTENAN	
					200.00	516660.460	Admin CONTRACTED SERVIC	
					20,154.28		Total	
					43,925.43	526260.520	Sewer PAYMENT TO ASH CRE	
					106.06	536310.240	Irrigation OFFICE EXPENSE, S	
					234.97	536310.250	Irrigation EQUIPMENT OPERA	
					12.64	536310.450	Irrigation WATER MAIN REPAIR	
					353.67		Total	
					176.72	556350.240	Drainage OFFICE EXPENSE, S	
					502.53	556350.250	Drainage EQUIPMENT OPERA	
					471.97	556350.440	Drainage NEW SERVICES	
					1,151.22		Total	
					\$332,493.92		GL Account Summary Total	

Christy Ballard

From: Kevin Bennett
Sent: Thursday, July 14, 2022 3:59 PM
To: Christy Ballard
Cc: kellyglena@gmail.com; Kyle Gubler; Derek Imlay; Troylinn Benson; Nick Nuccitelli; Kevin Bennett
Subject: For 20220720 CC mtg pkt
Attachments: Span TH Res Condo Proj pkt for 20220720 CC mtg..pdf

The motion has been written out for whoever wishes to make it at the City Council meeting. It is the first page of the packet; and, assuming that the Council wishes to approve the documentation, I would request that the motion be READ PRECISELY AS WRITTEN. It was carefully drafted to ensure that the right and appropriate wording was used and actions addressed.

Christy: please include this cover letter in the Council packet immediately before the Townhome subpacket.

Thank you.

Kevin

Proposed City Council motion for 20 July 2022:

With regards to the proposed **Spanish Townhomes residential condominium project** located at 686 North 275 West, having received the positive recommendation of the Planning Commission (*after a duly-held public hearing thereon*), **I hereby move:**

1. That the proposed **Development Agreement for the Spanish Townhomes Project**, and the proposed **Site Plan or Dimension Plan** (which shall be treated under our Code as a **Preliminary Plat**), be **APPROVED**; and
2. That the of the proposed **Final Plat**, as currently drafted, be granted **PRELIMINARY APPROVAL**.

DEVELOPMENT AGREEMENT
FOR THE
SPANISH TOWNHOMES PROJECT
(City of La Verkin, Utah)

THIS DEVELOPMENT AGREEMENT (this “Development Agreement” or “Agreement”) is entered into as of this ____ day of _____, 2022, by and between La Verkin City Corporation, a Utah municipal corporation (“LaVerkin City” or “City”) and Ninta Properties L.L.C., a Utah limited liability company (“Developer”). Developer and City are sometimes referred to herein individually, as a “Party,” and collectively, as the “Parties.”

RECITALS

A. Property. Developer is the owner of, and this Agreement relates to, certain real property within the city of LaVerkin, Washington County, State of Utah, which real property is more particularly identified in Exhibit A to this Agreement, and incorporated herein by reference. The real property identified on Exhibit A is hereafter referred to as the “Property.”

B. Zoning. The Property is zoned, pursuant to the City’s zoning ordinance, as Multiple Family Residential or R-3-6 Zone. The Property is considered a single lot for purposes of LaVerkin City Code §§ 10-6C-1 *et seq.*, 10-7-1 *et seq.*, and 10-16-1 *et seq.*

C. Spanish Townhomes Project. Developer intends to construct on the Property a residential condominium project known as the Spanish Townhomes (the “Project”). Developer has submitted an application and construction permit to the City seeking approval for the Project. The Project has frontage to a dedicated public street (275 West) as required under the LaVerkin City Code.

D. Purpose. This Development Agreement is necessary for the City to approve the condominium project in the R-3-6 Zone. (See LaVerkin City Code §§ 10-6C-1, 10-12-2 & -4.) The City recognizes that it is appropriate to modify certain zoning requirements applicable to the Project and these modifications may be done through this Development Agreement. (See LaVerkin City Code § 10-12-1.) The zoning requirements modified under this Development Agreement are the front set back requirements for the building with frontage to 275 West and the overall square footage requirement for a condominium project with seven dwelling units.

E. Prior Road Improvements. Developer previously made improvements to roadway identified as 275 West which will serve as the ingress and egress point for the Project. As part of Developer’s improvement of this roadway, Developer dedicated a certain portion of land consisting of 12,534 square feet, or 0.29 acres, to the City to ensure that there was sufficient space in the public roadway for a fire turnaround area. This property was dedicated to the City through the Deed of Dedication recorded with the Washington County Recorder’s office on November 3, 2021, as Document No. 20210071100.

Development Agreement
for
Spanish Townhomes Project

F. Authority. Pursuant to Utah Code § 10-9a-102 and LaVerkin City Code § 10-12-1 *et seq.*, the City is authorized to enter into development agreements, and the City desires to enter into this Development Agreement in order to obtain the benefits for the City provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals (which are incorporated herein by reference), terms of this Development Agreement, and the mutual benefits to be derived from this Agreement, the Parties agree as follows:

Article 1 The Project

1.1 Description of Property and Project. The Property that is the subject of this Agreement consists of a lot which is approximately 0.675 acres as described on Exhibit A. The Project is a residential condominium project upon which seven (7) townhome style residential dwelling units will be constructed. For the purposes of this Agreement, "dwelling unit" means the same as that term is defined in the Applicable Laws (defined in Section 2.4, below), but shall not include accessory dwelling units, accessory apartments, or occupied accessory buildings unless otherwise provided herein. The Project further consists of open space/common areas, limited common areas, parking areas, and other improvements as shown on the Project's "Dimension Plan," or site plan, attached hereto as Exhibit B and incorporated herein by reference, and the Project's plat map submitted by the Developer to the City. The Developer is authorized to voluntarily reduce the number of dwelling units without amending the Development Agreement so long as the Project meets the requirements of this Agreement and the Applicable Laws.

1.2 Development of the Project. Subject to any other provisions of this Agreement, Developer agrees to comply with the Applicable Laws with respect to the construction and completion of the Project.

1.2.1 Subdivision Required. Prior to conveying title of any residential dwelling unit in the Project, Developer shall further subdivide the Property into individual parcels and common area pursuant to the subdivision plat reviewed and approved by the City, pursuant to the Applicable Laws. The Project's plat map shall be recorded with the Washington County Recorder's office. The Project's common area shall be owned according to the fractional interests of the owners of the dwelling units as set forth in the Project's covenants, conditions, restrictions, and reservation of easements (the "CC&Rs"), which CC&Rs be filed with the Washington County Recorder's office.

1.2.2 Building and Occupancy Permits. City has issued building permits to Developer for construction of the dwelling units and other improvements in the Project. City will issue occupancy permits for the dwelling units pursuant to the Applicable Laws.

1.2.3 Number, Size, and Location of Units. Developer anticipates there being seven (7) residential dwelling units in the Project, as depicted on Exhibit B and the Project's plat map. One building on the lot will consist of three dwelling units and the other building on the lot will consist of four dwelling units. The Project's dwelling unit sizes and locations are set forth on the Project's plat map. Each dwelling unit will have garages and additional

parking spaces in compliance with Section 10-6C-5.H-I of the LaVerkin City Code. Each single-family residential dwelling unit may be conveyed to an individual purchaser.

1.2.4 Size, Location, Height, and Building Materials of Dwelling Units. The proposed size, location, and height of the dwelling units are illustrated, collectively, on the Project's plat map submitted to the City and the Construction Project Height Plan, attached hereto as Exhibit C and incorporated herein by reference. The maximum height of any single proposed dwelling unit is 23½ feet, which complies with the height restrictions in Section 10-6C-3 of the City code. Developer anticipates using the following building materials on the exterior of the Project's dwelling units:

- 1.2.4.1 Senergy Smooth Finish Stucco;
- 1.2.4.2 Gray Mist Paint on Stucco;
- 1.2.4.3 Gray/Black Flat Roof Ceramic Tile;
- 1.2.4.4 Jones Paint and Glass (JPG) 4000 Vinyl Window Series (White);
- 1.2.4.5 JPG 3080 Belleville Smooth 2 Panel Door (Black); and
- 1.2.4.6 Clopay Flush Panel Door (Black).

1.2.5 Minimum Lot Width and Setbacks. The Project complies with the minimum lot width requirements, as set forth in LaVerkin City Code § 10-6C-4 of a minimum of 60 feet for each building in which the dwelling units are located. The Project's buildings further comply with the side and rear setback requirements set forth in LaVerkin City Code §§ 10-6C-4 & -5.F, as modified under LaVerkin City Code § 10-7-3. The building with four dwelling units satisfies the front setback requirements set forth in LaVerkin City Code § 10-6C-4; however, the building with three dwelling units which fronts 275 West has a front setback of 17.92 feet plus the width of the sidewalk and curb to the lot's boundary line. Pursuant to LaVerkin City Code § 10-1-6, the setback is "[t]he shortest horizontal distance between the boundary line of a lot and the building or structure or part thereof."

1.2.6 Residential Use of Dwelling Units. The dwelling units located within the Project shall be used for residential purposes. Use of a dwelling unit for any home occupation is allowed only if permitted by the Applicable Laws and the CC&Rs for the Project.

1.2.7 Minimum Lot Size, Usable Open Space, and Building Coverage. After dedicating a portion of real property to the City (*see* Recital E, above), the Property, or lot, consists of 29,408 square feet, or 0.675 acres, which is 592 square feet less than the 30,000 square feet required under Sections 10-6C-4 & -5.C of the LaVerkin City Code for the Project with seven dwelling units. The Project's usable open space and building coverage complies with the requirements of LaVerkin City Code § 10-6C-5.D-E.

1.2.8 Completion of Common Areas. Developer will improve at least the Project to include the common area amenities which are depicted on the plat and site plan attached hereto as Exhibit B. Developer shall complete the Project's landscaping in compliance with Sections 10-6J-1 through 10-6J-5 of the City's ordinances. All other improvements specified herein shall be done according to the specifications and requirements of the City. All work shall be subject to the inspection of City and subject to the Applicable Laws.

1.2.9 On-Site and Off-Site Public Improvements. Developer is responsible for financing and constructing the public improvements necessary to service the Project. Developer agrees to complete the required: (i) on-site public improvements related to the Project, as depicted on Exhibit B; and (ii) off-site improvements agreed to by the Parties. These on-site and off-site public improvements are collectively referred to herein as the "Public Improvements" and include, without limitation the following:

- 1.2.9.1 Rough grading and finish grading and surfacing of the street identified 275 West (which improvement has been completed as of the date of this Agreement), with the improved street dedicated to the City as a public street;
- 1.2.9.2 Curbs, gutters, waterways, and driveway approaches;
- 1.2.9.3 Sanitary sewers, including laterals to property line of each dwelling unit and Project boundary;
- 1.2.9.4 Street drainage and drainage structures;
- 1.2.9.5 Fire hydrants;
- 1.2.9.6 Sidewalks and walkways;
- 1.2.9.7 Traffic control signs;
- 1.2.9.8 Street signs with numbers;
- 1.2.9.9 Screening, when required;
- 1.2.9.10 Chip and seal coat on new streets, if required; and
- 1.2.9.11 Fencing, as necessary.

1.2.10 Time for Completion. The Parties anticipate that the installation of the Public Improvements will be completed within eighteen (18) months commencement of construction on the Project. If additional time beyond the initial 18 months is needed, Developer may apply to the City for a reasonable extension of time to complete the Public Improvements.

1.2.11 Modification to Zoning Requirements. Pursuant to LaVerkin City Code § 10-12-1 *et seq.*, the City agrees to modify the zoning requirements applicable to the Project as follows: (i) the lot may have a total of 29,408 square feet (or 0.675 acres) rather than 30,000 square feet (or 0.689 acres) for a lot with seven dwelling units; and (ii) the building along 275 West, with three dwelling units, may have a front setback less than 25 feet, which set back for this building will consist of a minimum of 17.92 feet from the dwelling unit to the sidewalk plus the width of the sidewalk and curb to the lot boundary.

1.3 Developer's Concessions. In consideration of the agreements set forth in this Development Agreement and the City's willingness to modify those certain zoning requirements applicable to the Project, the Developer agrees to complete the Public Improvements and to contribute five thousand dollars (\$5,000) for the improvement and maintenance of Vintage Park, a park located near the Project. These Developer concessions are in addition to the prior improvements to 275 West and dedication of that certain portion of real property to the City related to such public roadway.

1.4 Homeowners Association and Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements. The Project shall have a common homeowners association which,

*Development Agreement
for
Spanish Townhomes Project*

among other things, shall be responsible for completing or overseeing the short- and long-term maintenance of common areas and facilities, common area landscaping, and other common area responsibilities. These maintenance obligations shall be more particularly set forth in the CC&Rs for the Project, which CC&Rs shall run with the land and Property within the Project and bind future owners of the Property and the dwelling units. Easements applicable to the Project are set forth in the CC&Rs and plat.

1.5 Vested Rights. The City acknowledges and agrees that Developer has a vested right to develop and construct the Project described herein in accordance with the provisions of the City's ordinances in effect on the date hereof and the provisions of this Agreement; provided that, Developer acknowledges and agrees that the construction and operation of the Project is subject to all Applicable Laws, as defined in Section 2.3, as such may be modified by this Agreement.

1.6 Reserved Legislative Powers and Zoning Authority of the City. Notwithstanding the provisions of Section 1.5, Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot, as a matter of law, be limited by contract. The City further agrees that, notwithstanding the retained power of the City to enact legislation under its police powers, such legislation may only be applied to modify the vested rights of Developer under the terms of this Agreement if such legislation is based upon policies, facts, and circumstances that are sufficient to satisfy the compelling countervailing public interest exception to the vested rights doctrine of the State of Utah. The City further agrees that any such proposed legislative changes that may affect the vested rights of the Project must be of general application to all development activity within the City. The City further agrees that, unless in good faith the City declares an emergency, Developer is entitled to prior written notice and an opportunity to be heard with respect to any proposed legislative change that may modify vested rights under this Agreement under the compelling, countervailing public interest exception to the vested rights doctrine.

Article 2

General Terms and Conditions

2.1 Rights of Access. For the purpose of assuring compliance with this Development Agreement, upon reasonable advanced notice to Developer, representatives of the City have the right of access to the Property and all buildings and structures thereon without charges or fees, during the period of construction for the purposes of this Agreement. Such representatives must comply with all safety rules of Developer and its general contractor, including signing a standard construction area release. In addition, upon reasonable advanced notice to Developer, the City has the right to enter the Property or any buildings or improvements thereon at all reasonable times for the purpose of exercising the City's remedies, including cure rights contained in this Agreement and for the construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Property.

2.2 Construction of Agreement. This Development Agreement must be constructed and interpreted to ensure that the Developer complies with the requirements and conditions of the Applicable Laws.

2.3 Applicable Laws. This Development Agreement does not supersede, but rather supplements the City's ordinances and all other ordinances and regulations application to the Project. Where this Agreement refers to laws of general applicability to the Project, that language refers to ordinances which apply generally to other similarly situated, subdivided properties within the City and any other applicable laws, rules or regulations, which apply to the ownership, development, and use of the Property, whether or not in existence on the date hereof, including without limitation any such ordinances, rules or regulations in existence on the date hereof that are subsequently amended or deleted (individually and collectively, the "Applicable Laws"). Unless otherwise set forth in this Agreement, the terms of this Agreement shall not be construed as amending or modifying any requirements of the City's ordinances or supersede or supplement any conditions of approval by the City staff, planning commission, engineer, or any other approving or advisory body which may have already given approval on the Project. Developer is still required to comply with any such conditions previously imposed by the City's planning commission. Except as otherwise provided in this Agreement, the Applicable Laws adopted on or after the date hereof may not apply to the Project if such laws would have a materially adverse effect on the Developer's vested rights described herein.

2.4 No Revisions of Requirements. Except as otherwise set forth in this Agreement, the terms of this Agreement shall not be construed as amending or modifying any requirements of the City's ordinances or supersede or supplement any conditions of approval by the City staff, planning commission, engineer, or any other approving or advisory body which may have already given approval on the Project. Developer is still required to comply with any such conditions previously imposed by the City's planning commission.

2.5 Agreements to Run with the Land. This Development Agreement shall be recorded against the Property within ten (10) days of the execution of this Agreement. The provisions and covenants contained in this Agreement will run with the land and are binding on and inure to the benefit of all successors and assigns of the Developer in the ownership or development of any portion of the Project or the Property, whether such successor's ownership in any portion of the Property is acquired through contract, sale, trust deed, foreclosure, bankruptcy, or otherwise.

2.6 Indemnification; Hold Harmless. Developer agrees to indemnify and hold harmless the City, its employees, elected officials, and consultants on the Project (the "Indemnified Parties"), individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal injury, death, and property damage made upon or against the Indemnified Parties directly or indirectly arising out of, resulting from, or related to the Developer's, or any of its employees or subcontractors', negligence, willful misconduct, or criminal conduct in its activities and obligations in this Agreement. Developer shall further indemnify and hold harmless the Indemnified Parties from and against any and all claims, losses, damages, causes of action, suits, and liabilities arising out of or related to the Developer's and any of the Developer's subcontractors' actions and work related to the construction of the Public Improvements. Developer shall promptly advise the City and any other Indemnified Party, as necessary, in writing of any claim or demand against any of the Indemnified Parties related to or arising out of the Developer's activities under this Agreement, and Developer shall proceed with any investigation and defense of such claim or demand at the Developer's cost to the extent

required under this indemnification and hold harmless section of the Agreement. The Indemnified Parties have the right, at their option and at their own expense, to investigate and participate in the defense to such claim or demand without relieving Developer of any of its obligations under this section. Developer's indemnification and hold harmless obligation to the Indemnified Parties shall continue for the duration of this Agreement, pursuant to Section 2.8, unless Developer is released pursuant to Section 2.7 of this Agreement. This indemnification provision is solely for the benefit of the Indemnified Parties and the Parties to this Agreement and not intended to create or grant any rights, contractual or otherwise, to any other third-party.

2.7 Release of Developer. In the event of a transfer of the Property, Developer must obtain an assumption by the transferee of the obligations under this Development Agreement and, in such an event, the transferee will be fully substituted as Developer under this Development Agreement. Following recording of such assumption of obligations, the Developer executing this Development Agreement is released from any further obligations with respect to this Development Agreement.

2.8 Duration; Survival of Developer's Obligations and Rights. The term of this Development Agreement will commence on the date this Development Agreement is executed by the Parties and will continue for a period of seven (7) years unless the Development Agreement is either: (i) terminated as provided herein (such as described in the following sentence) or by agreement by both Parties; or (ii) extended by written agreement of both Parties. In the event that this Agreement is set to terminate at the conclusion of the seven-year period and there are site plans that have been given final approval or there are other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval, this Development Agreement will automatically be extended with respect to the aforementioned site plans and improvements and will expire upon issuance of all certificates of occupancy for construction associated with such site plans and City acceptance of such improvements.

2.9 Notices. Any notice, confirmation or other communication hereunder must be given in writing by hand delivery (receipted), nationally recognized, overnight courier service, or United States mail to the following addresses or numbers:

To LaVerkin City:

LAVERKIN CITY CORPORATION
Attn: City Administrator
435 North Main Street
LaVerkin, UT 840745

and

LAVERKIN CITY CORPORATION
Attn: City Attorney
435 North Main Street
LaVerkin, UT 840745

To Developer:

NINTA PROPERTIES L.L.C.
Attn: Alaina W. Wood
48 South 2800 West, STE 200
Hurricane, UT 84737

and

NINTA PROPERTIES L.L.C.
Attn: Kyle Wood
1925 West 180 North
Hurricane, UT 84737

Any Party to this Agreement may change its address to which notice should be given through providing notice to the other Party in the manner required for notices, as set forth above.

2.10 Savings Clause; Severability. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, is held invalid, the remaining provisions of this Development Agreement, or the application of such provision to the persons or circumstances other than those to which it is held invalid, may not be affected thereby or considered invalid. If any part or provision of this Development Agreement is determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision may not affect any other part or provision of this Development Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Development Agreement is deemed invalid due to its scope or breadth, such provision must be deemed valid to the extent of the scope or breadth permitted by law.

2.11 No Third-Party Rights. This Development Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (i) the development of the Property under this Development Agreement is a private development; (ii) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on the Property, and (iii) Developer has full power over and exclusive control of the Property subject to the obligations of Developer under this Development Agreement and all Applicable Laws.

2.12 Integration. Except as otherwise specified and agreed in writing, this Development Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature, and may only be modified by a subsequent writing duly executed by the Parties hereto. By this reference, the foregoing recitals and the attached exhibits are incorporated in and made a part of this Development Agreement.

2.13 Further Assurances. The Parties to this Development Agreement agree to reasonably cooperate with each other in effectuating the terms and conditions of this Development Agreement and, further, agree to execute such further agreements, conveyances, and other instruments as may be required to carry out the intent and purpose of this Development Agreement.

*Development Agreement
for
Spanish Townhomes Project*

2.14 Waiver: Time of Essence. No failure or delay in exercising any right, power, or privilege hereunder on the part of any Party may operate as a waiver hereof. No waiver may be binding unless executed in writing by the Party making the waiver. Time is of the essence of this Development Agreement.

2.15 Disputes. In the event that a dispute arises in the interpretation or administration of this Development Agreement, the disputing Party will provide written notice to the other Party of the dispute with reasonable specificity. The Parties agree to negotiate a resolution in good faith. If the negotiation does not resolve a default under this Development Agreement, then prior to taking any action to terminate this Development Agreement every continuing dispute, difference, and disagreement must be referred to a single mediator agreed upon by the Parties. If no single mediator can be agreed upon, a mediator or mediators must be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The Parties must mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference, or disagreement. Such mediation is non-binding. Notwithstanding the foregoing, the Parties agree that the City retains the right to exercise enforcement of its police powers in the event Developer is in direct violation of a provision of this Development Agreement or of any Applicable Law.

2.16 Institution of Legal Action; Restriction on Remedies. In the event that the mediation does not resolve a dispute, either Party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in this Development Agreement or to enjoin any threatened or attempted violation of this Development Agreement, or to terminate this Development Agreement; provided, however, the Parties agree that in no event may either Party seek or be entitled to punitive money damages for any breach, default or violation of this Development Agreement. Legal actions must be instituted in the Fifth Judicial District Court of the County Washington, State of Utah, located in St. George.

2.17 Costs and Expenses; Attorneys' Fees. Except as otherwise specifically provided herein, each Party must bear its own costs and expenses (including legal and consulting fees) in connection with this Development Agreement and the negotiation of all agreements and preparation of documents contemplated by this Development Agreement. In the event of a breach or dispute arising under this Development Agreement, the non-breaching Party or the Party prevailing in such dispute may be entitled to recover from the breaching or non-prevailing Party its costs, including, without limitation, court costs, reasonable attorneys' fees, expert witness fees, fax, copy, telephone, and other incidental charges.

2.18 Temporary Land Use Regulations. The Project is excluded from any moratorium or other temporary land use regulations adopted pursuant to Utah Code § 10-9a-504, unless such a temporary land use regulation is found on the record by the City Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

2.19 Counterparts. This Development Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together constitute one and the same instrument.

DEVELOPER:

NINTA PROPERTIES L.L.C.
a Utah limited liability company

By: _____
Alaina Wood, Manager

STATE OF UTAH)
 : ss
COUNTY OF WASHINGTON)

On the ____ day of _____, 2022, personally appeared before me, Alaina Wood, who being by me duly sworn did say she is the manager of Ninta Properties L.L.C, a Utah limited liability company, and that she signed the foregoing instrument on behalf of such limited liability company.

Notary Public

EXHIBIT A

Legal Description of the Property

That certain real property located in LaVerkin City, Washington County, Utah, described as follows:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 23, TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN WHICH IS LOCATED NORTH 88°25'45" WEST 212.92 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 23; SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY OF SPANISH GARDENS (PHASE 2) OF OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH AND RUNNING THENCE ALONG SAID SPANISH GARDENS (PHASE 2) NORTHERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 00°50'51" WEST 45.44 FEET; THENCE NORTH 89°09'09" WEST 99.98 FEET; THENCE SOUTH 00°50'51" WEST 89.98 FEET; THENCE NORTH 89°09'09" WEST 179.96 FEET TO THE EAST LINE OF 275 WEST STREET; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE AND ALONG THE EAST LINE OF 275 WEST STREET NORTH 00°50'51" EAST 138.96 FEET TO THE NORTH LINE OF SAID SECTION 23; THENCE ALONG SAID NORTH SECTION LINE SOUTH 88°25'45" EAST 279.96 FEET TO THE POINT OF BEGINNING.

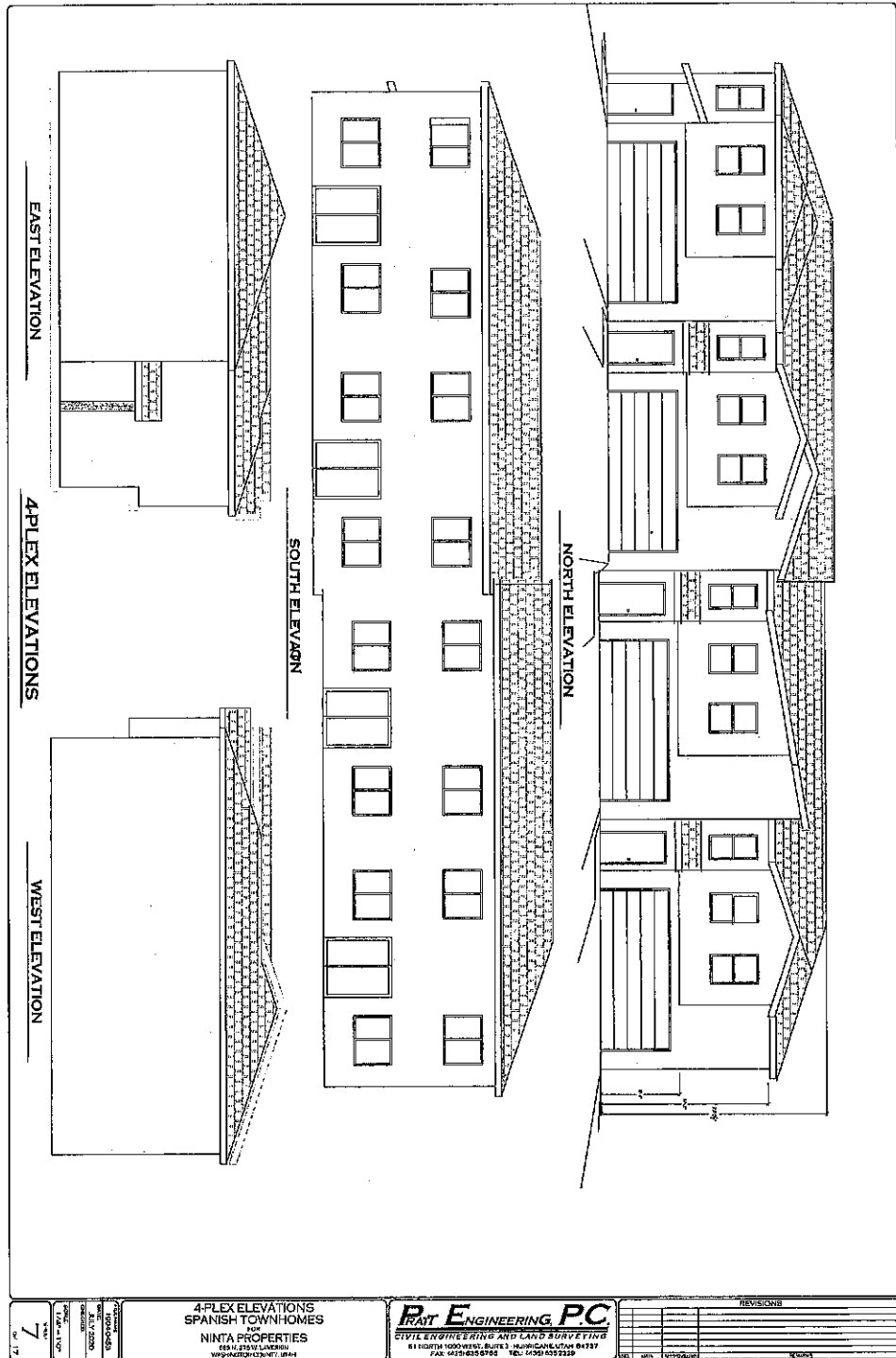
CONTAINS 0.675 ACRES.

EXHIBIT B

**Dimension / Site Plan
for Spanish Townhomes**

EXHIBIT C

Construction Project Height Plan for Spanish Townhomes



4-PLEX ELEVATIONS
SPANISH TOWNHOMES
NINTA PROPERTIES
650 N. 21ST AVE. SUITE 100
VANCOUVER, BC V6M 1H4

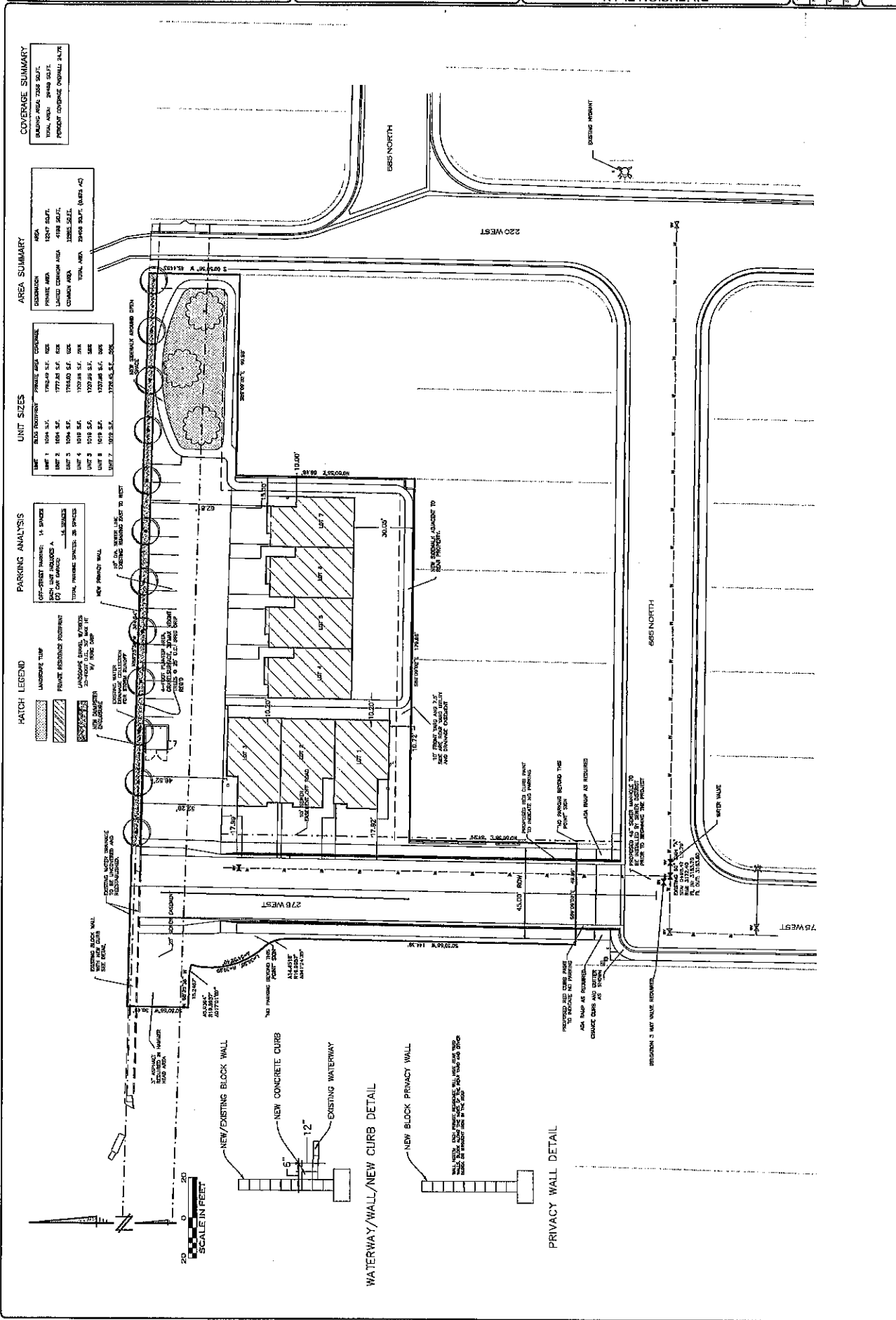
RAT ENGINEERING PC
CIVIL ENGINEERING AND LAND SURVEYING
61 NORTH 1000 WEST, SUITE 100 - VANCOUVER, BC V6P 1G7
TEL: 604-683-8788 FAX: 604-683-8789

REVISIONS

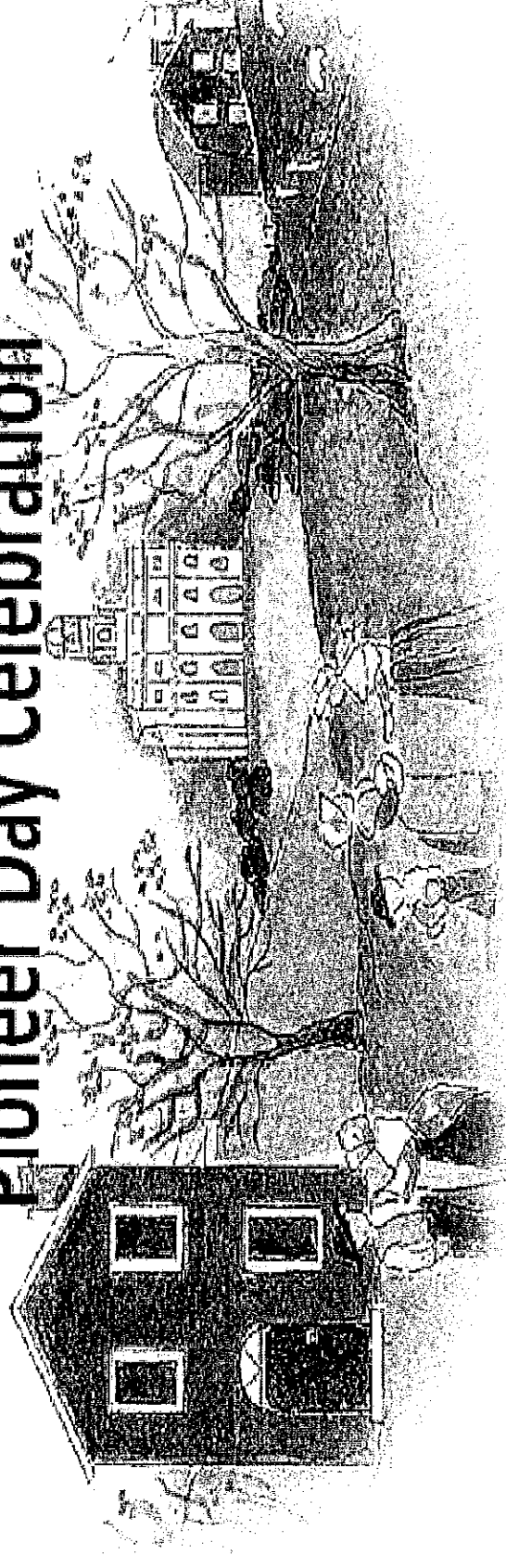
NO.	DATE	DESCRIPTION	BY	CHKD
1				
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DATE: 1/1/00
DRAWN BY: K.A.V./K.S.V.
CHECKED BY: K.A.V./K.S.V.
SCALE: 1/8" = 1'-0"

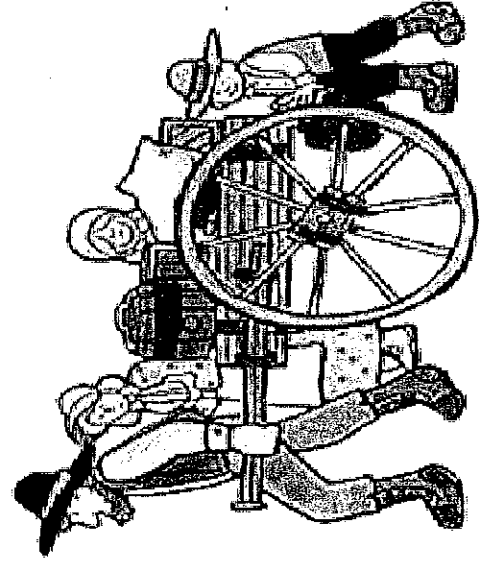
7
1/2"



Pioneer Day Celebration



Saturday July 23, 2022



7:00am – 8:00am

8:00am – 9:00am

9:15am – 10:00am

10:00am – 11:00am

Pancake Breakfast at La Verkin Park Pavilion

Main Street Pioneer Day Parade

- Route Starts at La Verkin Police Department
- Route Ends at LDS Stake Center

(Stopping for Parade starts at 7:30am in Police Station Parking Lot)

Pioneer Program at La Verkin Park Pavilion

Pioneers Events, Games, and Activities at La Verkin Park

Schedule of Events and Ward Responsibility

- 7:00am – 8:00am
 - Pancake Breakfast
 - **Tentatively being handled by La Verkin 3rd Ward**
- 8:00am – 9:00am
 - Parade
 - Staging/Starting at La Verkin Police Department
 - Ending at LDS Stake Center on Main Street
 - La Verkin Police involved with notifying residents of road closure and will have a car at beginning and end of parade.
 - We need to invite Fire Station to be involved in Parade.
 - We should see if we can get community involvement with individuals who may have classic cars to participate in the parade
 - Maridee Johnson confirmed that she will have two floats in addition to the Primary Floats.
- 9:15am – 9:45am
 - Program being **handled by Maridee Johnson**
- 9:45am – 11:00am
 - Event/Games
 - Wreaths Across America (**Maridee Johnson**)
 - Cornhole & Cupcakes (**La Verkin 2nd Ward**)
 - Pioneer Stories and Songs (**La Verkin 1st Ward**)
 - Water Games (**La Verkin 4th Ward**)
 - Dunk Tank
 - Water balloon Toss
 - Races (**La Verkin 1st and La Verkin 6th Ward have been asked but no one has confirmed as of 10am on 7/17/22**)
 - Wheelbarrow Races
 - Sack Races
 - Three Legged Races
 - Rolling Hoops
 - **Potential other events/games still needing ward commitment, staffing, and resources**
 - Kick the Can
 - Human Knot
 - Tug-o-war

We do not current have strong commitments LV6th ward and have had no commitments from LV7th ward. I also have access to female youth volunteers from Flacon Ridge Ranch in Virgin to come help if needed.