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, February 15, 2023, 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. Chief Nick Nuccitelli

C. Consent Agenda: (Items on the consent agenda may not require discussion. These items will be a single motion unless removed at the request of the Mayor or City Council.)
1. Declarations of conflict of interest
2. Agenda
3. Meeting Minutes: February 1, 2023, regular meeting
4. Checks and Invoices: $485,109.16

D. Business:
1. Discussion and possible action to approve Ordinance No. 2023-03; an ordinance approving and adopting Ash Creek Special Service District's updated Development Procedures, Design Standards and Construction Specifications.
2. Discussion and possible action to approve an agreement for the Environmental Assessment for the City's Rim to River Trail.
3. Discussion on a resolution increasing the excess water use surcharge.
4. Discussion on a draft Telecommunications Franchise Agreement between La Verkin City and Infowest.
5. Discussion on the Washington County Water Conservancy District's Drought Contingency Plan.

E. Mayor & Council Reports:
Mayor Wilson:
Blair Gubler: Washington County Solid Waste, Homeland Security/CERT
Wise: Planning Commission/Zoning, Beautification/Trails Committee, Economic Development/Tourism
Micah Gubler: Public Safety, Recreation/City Festivals
Hirschi: Fire District, Ash Creek Special Service District, DTEC
Hardy: Southwest Mosquito Abatement, Historical Preservation

F. 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.

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 February 10, 2023

Christy Ballard, City Recorder

La Verkin City
Invoice Register - 1/27/2023 to 2/8/2023 - All Invoices

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
PR012723-258	AFLAC		2/1/2023	2/1/2023	$87.48			
					87.48	102224	Health Savings Acoount	AFLAC EE
1050780	ALSCO		2/8/2023	2/8/2023	$48.40			
					1.46	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					3.39	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.90	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.42	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					15.49	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					10.65	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					2.90	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.45	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					2.42	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					2.90	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					2.42	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
1051804	ALSCO		2/8/2023	2/8/2023	$50.34			
					1.51	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					3.52	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.02	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.52	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					16.11	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					11.07	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					3.02	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.51	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					2.52	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					3.02	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					2.52	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
	Vendor Total:				**$98.74**			
013123	ASH CREEK SPECIAL SERVICE DIST		2/8/2023	3/15/2023	$60,780.10			
					60,780.10	526260.520	Sewer PAYMENT TO ASH CRE	Jan. 2023
90565	B&L PROPANE CO., INC.		2/2/2023	1/31/2023	$10.45			
					10.45	104160.270	Bldg B&G OPERATION AND M	Propane
UT202300099	BLUE STAKES OF UTAH 811		2/2/2023	2/15/2023	$44.13			
					44.13	516660.450	Admin SYSTEMS MAINTENAN	Billable email notifications
343586	BUCK'S ACE HARDWARE		1/30/2023	3/10/2023	$117.40			
					117.40	104510.250	Parks EQUIPMENT OPERATIN	Compost, seed
343617	BUCK'S ACE HARDWARE		2/2/2023	1/27/2023	$61.34			
					61.34	104253.250	Animal EQUIPMENT OPERATI	Building supplies
343627	BUCK'S ACE HARDWARE		2/2/2023	1/27/2023	($7.06)			
					-7.06	104253.250	Animal EQUIPMENT OPERATI	Building supplies returned
343632	BUCK'S ACE HARDWARE		2/2/2023	1/28/2023	$34.16			
					34.16	104253.250	Animal EQUIPMENT OPERATI	Building supplies
343654	BUCK'S ACE HARDWARE	50574	1/31/2023	1/30/2023	$49.99			
					1.49	104160.270	Bldg B&G OPERATION AND M	Film strtch
					3.50	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.00	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.50	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					16.00	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					11.00	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					3.00	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.50	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					2.50	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					3.00	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					2.50	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
343668	BUCK'S ACE HARDWARE		1/31/2023	3/10/2023	$12.34			
					0.37	104160.270	Bldg B&G OPERATION AND M	Air filter
					0.86	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.74	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.62	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.95	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					2.71	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					0.74	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.37	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.62	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.74	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.62	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
343683	BUCK'S ACE HARDWARE		2/8/2023	3/10/2023	$28.44			
					0.85	104160.270	Bldg B&G OPERATION AND M	Sprayer
					1.99	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.71	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.42	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					9.10	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					6.26	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					1.71	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.85	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					1.42	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					1.71	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					1.42	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
343717	BUCK'S ACE HARDWARE		2/2/2023	2/25/2023	$49.06			
					49.06	104160.270	Bldg B&G OPERATION AND M	Fasteners, instalation, straps
343862	BUCK'S ACE HARDWARE		2/8/2023	3/10/2023	$22.24			
					22.24	104410.745	Streets STREET IMPROVEME	Gloves
43733	BUCK'S ACE HARDWARE		2/2/2023	2/25/2023	$1.55			
					1.55	104160.270	Bldg B&G OPERATION AND M	Fasteners
	Vendor Total:				**$369.46**			
101466787	Campbell, Clay M	50575	1/31/2023	1/25/2023	$230.00			
					230.00	104240.230	Inspect TRAVEL & TRAINING	Inspector test
101468940	Campbell, Clay M	50575	1/31/2023	1/25/2023	$230.00			
					230.00	104240.230	Inspect TRAVEL & TRAINING	Inspector test
95430996	Campbell, Clay M		2/8/2023	2/8/2023	$70.00			
					2.10	104160.270	Bldg B&G OPERATION AND M	CDL license
					4.90	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					4.20	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.50	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					22.40	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					15.40	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					4.20	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					2.10	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					3.50	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					4.20	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					3.50	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
	Vendor Total:				**$530.00**			
949-0123	CenturyLink	50576	1/31/2023	1/27/2023	$53.45			
					53.45	104253.280	Animal UTILITIES	Animal shelter
020123	Citi Cards		2/8/2023	2/1/2023	$7.54			
PO# 4721					7.54	104140.230	Admin TRAVEL & TRAINING	Linch for What's Up Down South
020423	Citi Cards		2/8/2023	2/4/2023	$360.75			
					162.34	104140.240	Admin OFFICE EXPENSE, SUP	
					63.29	104140.310	Admin ATTORNEY/IN HOUSE	
					45.80	516660.240	Admin OFFICE EXPENSE, SUP	
					30.44	536310.240	Irrigation OFFICE EXPENSE, S	
					58.88	556350.240	Drainage OFFICE EXPENSE, S	
288806	Citi Cards		1/31/2023	1/30/2023	$395.00			
					395.00	104140.230	Admin TRAVEL & TRAINING	UMCA training- C Ballard
413642	Citi Cards		2/2/2023	2/1/2023	$360.75			
					162.34	104140.240	Admin OFFICE EXPENSE, SUP	
					44.49	104140.310	Admin ATTORNEY/IN HOUSE	
					95.80	516660.240	Admin OFFICE EXPENSE, SUP	
					20.04	536310.240	Irrigation OFFICE EXPENSE, S	
					38.08	556350.240	Drainage OFFICE EXPENSE, S	
9000024	Citi Cards		2/8/2023	2/3/2023	$16.41			
PO# 4723					16.41	104620.610	Comm COMMUNITY DEVELOP	Staff Picture for Hallway
	Vendor Total:				**$1,140.45**			
435134	D.A.T. MANAGEMENT, INC.		2/8/2023	2/5/2023	$188.00			
					188.00	516660.450	Admin SYSTEMS MAINTENAN	Drug testing
01192023	Davis Food & Drug #4/Farmers Market		1/31/2023	1/19/2023	$5.58			
					0.17	104160.270	Bldg B&G OPERATION AND M	Pressure sprayer parts
					0.39	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.33	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.28	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.79	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					1.23	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					0.33	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.17	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					0.28	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.33	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.28	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
013023	Davis Food & Drug #4/Farmers Market		2/8/2023	1/30/2023	$5.98			
					0.17	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					0.42	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.36	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					0.30	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					1.91	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					1.32	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					0.36	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					0.18	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name	Description
					0.30	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					0.36	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					0.30	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
02012023	Davis Food & Drug #4/Farmers Market		2/8/2023	2/1/2023	$21.98			
					21.98	104253.270	Animal B&G OPERATIONS AN	Parts for Kitchen Project at Animal shelter
020723	Davis Food & Drug #4/Farmers Market		2/8/2023	2/7/2023	$1.32			
					1.32	536310.450	Irrigation WATER MAIN REPAIR	Cotter pins
	Vendor Total:				**$34.86**			
78809411	DeLage Landen Financial Services	50577	1/30/2023	1/21/2023	$282.86			
					100.29	104140.240	Admin OFFICE EXPENSE, SUP	
					95.88	104140.310	Admin ATTORNEY/IN HOUSE	
					64.26	516660.240	Admin OFFICE EXPENSE, SUP	
					4.14	536310.240	Irrigation OFFICE EXPENSE, S	
					18.29	556350.240	Drainage OFFICE EXPENSE, S	
RFD 100041503.	DLN Builders	50578	1/30/2023	1/30/2023	$926.80			
					926.80	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100041503 - DLN Builders
3269-0123	Dominion Energy	50579	1/31/2023	1/23/2023	$1,605.00			
					802.50	104140.280	Admin UTILITIES	111 S Main Street
					802.50	104210.280	Police UTLITIES	111 S Main Street
9275-0123	Dominion Energy	50579	1/31/2023	1/23/2023	$7.16			
					7.16	104510.280	Parks UTILITIES	Cemetary shop
9924-0123	Dominion Energy	50579	1/31/2023	1/23/2023	$293.44			
					293.44	104140.280	Admin UTILITIES	435 N Main street
	Vendor Total:				**$1,905.60**			
3802	EMERGENCY VEHICLE SYSTEMS		2/6/2023	8/22/2022	$443.00			
					443.00	104210.610	Police MISC SUPPLIES	Repair radio antenna- new vehicle printer
28967	EXECUTECH		2/8/2023	2/1/2023	$413.40			
					131.20	104140.315	Admin COMPUTER EQUIPME	Office 364
					130.21	104210.315	Police COMPUTER EQUIPMEN	Office 365
					30.57	104230.315	Victims COMPUTER EQUIPME	Office 365
					77.42	516660.315	Admin SOFTWARE OR INFOR	Office 365
					22.00	536310.315	IrrigationCOMPUTER EQUIPM	Office 365
					22.00	556350.315	Drainage SOFTWARE & COMP	Office 365
28978	EXECUTECH		2/8/2023	2/1/2023	$1,620.00			
					125.00	104140.310	Admin ATTORNEY/IN HOUSE	
					571.52	104140.315	Admin COMPUTER EQUIPME	
					228.98	104210.315	Police COMPUTER EQUIPMEN	
					434.50	516660.315	Admin SOFTWARE OR INFOR	
					130.00	536310.315	IrrigationCOMPUTER EQUIPM	
					130.00	556350.315	Drainage SOFTWARE & COMP	
	Vendor Total:				**$2,033.40**			
F2307E00827	FUEL NETWORK		2/8/2023	2/3/2023	$3,858.56			
					60.55	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					1,711.69	104210.250	Police EQUIPMENT OPERATIN	Fuel
					45.55	104230.300	Victims FUEL	Fuel

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					141.28	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					82.98	104253.250	Animal EQUIPMENT OPERATI	Fuel
					121.10	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					100.92	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					645.87	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					444.03	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					121.10	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					60.55	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					100.92	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					121.10	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					100.92	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
023368397	Galls, LLC	50580	1/31/2023	1/27/2023	$137.94			
					137.94	104210.610	Police MISC SUPPLIES	Uniforms
229320	GREEN TREE LAWN & LANDSCAPE		1/31/2023	2/10/2023	$1,075.00			
					1,075.00	104510.250	Parks EQUIPMENT OPERATIN	Mowing service
437109 PO# 4719	GUBLER, KYLE W		2/2/2023	1/31/2023	$545.60			
					545.60	104620.610	Comm COMMUNITY DEVELOP	Membership to ICMA
RI0201231	GUBLER, KYLE W	50610	2/1/2023	2/1/2023	$500.00			
					500.00	104140.250	Admin EQUIPMENT OPERATIN	Car allowance
	Vendor Total:				**$1,045.60**			
97076294	H&E Equipment Services, Inc.		2/8/2023	1/27/2023	$144.00			
					4.32	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					10.08	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					8.64	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					7.20	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					46.08	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					31.68	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					8.64	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					4.32	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					7.20	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					8.64	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					7.20	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
012023	Health Equity	01182023	1/31/2023	1/1/2023	$15.75			
					4.50	104140.130	Admin EMPLOYEE BENEFITS	
					2.25	104210.130	Police EMPLOYEE BENEFITS	
					2.25	104230.130	Victims EMPLOYEE BENEFITS	
					6.75	516660.130	Admin EMPLOYEE BENEFITS	
PR012723-6099	Health Equity		2/1/2023	2/1/2023	$260.00			
					260.00	102224	Health Savings Acoount	PEHP Health Equity
	Vendor Total:				**$275.75**			
2023-2052	HURRICANE CITY JUSTICE COURT		2/8/2023	1/31/2023	$250.00			
					250.00	104121.240	Police JUSTICE COURT	Feb. 2023
012023	HURRICANE CITY POWER		2/2/2023	2/1/2023	$22.03			
					22.03	104140.280	Admin UTILITIES	La Verkin city sign
11-611	HURRICANE CITY WATER DEPT	50582	1/31/2023	1/31/2023	$179.20			
					20.82	516340.410	O&M PRODUCT OR SERVICE	Power for Ash Creek Springs @18%
					158.38	516340.410	O&M PRODUCT OR SERVICE	Chlorine and clinder rental

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
41801	HURRICANE READY MIX LLC		2/8/2023	1/23/2023	$106.16			
					106.16	104410.745	Streets STREET IMPROVEME	Fill dirt
41807	HURRICANE READY MIX LLC		2/8/2023	1/24/2023	$110.96			
					110.96	104410.745	Streets STREET IMPROVEME	Fill dirt
	Vendor Total:				**$217.12**			
11146	HURRICANE VALLEY CHAMBER		2/8/2023	2/7/2023	$225.00			
					225.00	104620.610	Comm COMMUNITY DEVELOP	2023 annual membership
247	Imlay, Toni		2/2/2023	1/28/2023	$75.00			
					75.00	104410.745	Streets STREET IMPROVEME	5 shirt - reflective new city logo
80306	Intermountain WorkMed		2/8/2023	2/1/2023	$46.00			
					46.00	104140.250	Admin EQUIPMENT OPERATIN	Drug testing- post accident
#6	INTERSTATE ROCK		2/3/2023	12/8/2022	$70,894.48			
					70,894.48	511601	Construction in progress	Request #6
#7	INTERSTATE ROCK		2/3/2023	1/6/2023	$156,737.42			
					156,737.42	511601	Construction in progress	Request #7
3	INTERSTATE ROCK		2/2/2023	12/8/2022	$73,461.41			
					73,461.41	454410.313	Engineer	Request #6
	Vendor Total:				**$301,093.31**			
RI0201232	JOHNSON, MARIDEE	ACH.0201231207.262	2/1/2023	2/1/2023	$1,000.00			
					1,000.00	104510.120	Parks PART TIME EMPLOYEE	Activities Director
PR012723-147	LEGAL SHIELD		2/1/2023	2/1/2023	$56.33			
					56.33	102225	Misc Payable	LegalShield
EA1234069	Les Olson	50585	1/31/2023	1/25/2023	$380.17			
					120.54	104140.240	Admin OFFICE EXPENSE, SUP	
					162.91	104140.310	Admin ATTORNEY/IN HOUSE	
					58.69	516660.240	Admin OFFICE EXPENSE, SUP	
					10.01	536310.240	Irrigation OFFICE EXPENSE, S	
					28.02	556350.240	Drainage OFFICE EXPENSE, S	
01282023	Merida, Jackeline	50586	1/31/2023	1/28/2023	$200.00			
					200.00	102331	Building/Park Rental deposit	Refund building rental deposit
RFD 100039912.	Moore, Christopher		2/1/2023	2/1/2023	$200.00			
					200.00	512330	Turn on Fee/Renter Deposit	Deposit Refund: 100039912 - Moore, Christopher
787387	NAPA AUTO PARTS	50587	1/31/2023	1/25/2023	$52.11			
					1.54	104160.270	Bldg B&G OPERATION AND M	Filters
					3.65	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					3.13	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					2.61	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					16.68	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					11.46	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					3.13	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					1.56	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					2.61	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					3.13	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					2.61	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
787602	NAPA AUTO PARTS	50587	1/31/2023	1/27/2023	$153.04			
					4.61	104160.270	Bldg B&G OPERATION AND M	Hydralic fluid

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					10.71	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					9.18	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					7.65	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					48.97	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					33.67	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					9.18	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					4.59	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					7.65	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					9.18	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					7.65	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
788563	NAPA AUTO PARTS		2/8/2023	2/2/2023	$13.04			
					13.04	104510.250	Parks EQUIPMENT OPERATIN	Belt
789418	NAPA AUTO PARTS		2/8/2023	2/8/2023	$49.99			
					49.99	536310.450	Irrigation WATER MAIN REPAIR	Tools
	Vendor Total:				**$268.18**			
4012323	Preston's Mobile Shredding	50592	1/31/2023	1/23/2023	$39.95			
					28.76	104140.280	Admin UTILITIES	
					9.99	516660.280	Admin UTILITIES	
					1.20	556350.250	Drainage EQUIPMENT OPERA	
133244 PO# 4718	RAINBOW SIGN & BANNER	50594	1/31/2023	1/27/2023	$163.10			
					163.10	104620.610	Comm COMMUNITY DEVELOP	Sign for Ash Creek Sewer District Building
69531	Roadrunner Automotive and Diesel Rep		2/2/2023	1/31/2023	$676.92			
					676.92	104210.450	Police VEHICLE MAINTANCE	Front brakes & rotors, Oil change on 2019 Dodge
69580	Roadrunner Automotive and Diesel Rep		2/2/2023	1/31/2023	$74.66			
					74.66	104210.450	Police VEHICLE MAINTANCE	2020 Dodge Oil change
	Vendor Total:				**$751.58**			
6710503	SCHOLZEN PRODUCTS CO INC	50597	1/31/2023	1/24/2023	$549.97			
					549.97	104510.250	Parks EQUIPMENT OPERATIN	Power plant park sprinklers
6712950-01 PO# 4695	SCHOLZEN PRODUCTS CO INC	50597	1/31/2023	1/27/2023	$635.52			
					635.52	536310.450	Irrigation WATER MAIN REPAIR	Irrigation filter repair parts
6715844	SCHOLZEN PRODUCTS CO INC	50597	1/31/2023	1/23/2023	$89.97			
					89.97	536310.450	Irrigation WATER MAIN REPAIR	Pump station repairs
6716020	SCHOLZEN PRODUCTS CO INC	50597	1/31/2023	1/24/2023	$36.60			
					36.60	536310.450	Irrigation WATER MAIN REPAIR	Irrigation flap
6716483	SCHOLZEN PRODUCTS CO INC		2/8/2023	1/25/2023	$46.86			
					46.86	516340.450	O&M SYSTEMS MAINTENANC	Chlorine pillow
6716559	SCHOLZEN PRODUCTS CO INC	50597	1/31/2023	1/25/2023	$343.26			
					343.26	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6716888	SCHOLZEN PRODUCTS CO INC		2/8/2023	1/26/2023	$36.03			
					36.03	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6717904	SCHOLZEN PRODUCTS CO INC		2/2/2023	2/1/2023	$131.93			
					131.93	104160.270	Bldg B&G OPERATION AND M	Angle iron
6719238	SCHOLZEN PRODUCTS CO INC		2/8/2023	2/7/2023	$22.05			
					22.05	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6719325	SCHOLZEN PRODUCTS CO INC		2/8/2023	2/7/2023	$37.09			
					37.09	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
6719352	SCHOLZEN PRODUCTS CO INC		2/8/2023	2/7/2023	$31.34			
					31.34	516340.450	O&M SYSTEMS MAINTENANC	Water repair supplies
6719628	SCHOLZEN PRODUCTS CO INC		2/8/2023	2/8/2023	$348.40			
					348.40	536310.450	Irrigation WATER MAIN REPAIR	Irrigataion repair supplies
	Vendor Total:				**$2,309.02**			
6260038009	Southern Tire Mart		2/8/2023	1/29/2023	$324.95			
					9.73	104160.270	Bldg B&G OPERATION AND M	Equipment repairs and Fuel
					22.75	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					19.50	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					16.25	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					103.98	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					71.49	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					19.50	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					9.75	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					16.25	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					19.50	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					16.25	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
352074	Southwest Utah Public Health Departme		2/8/2023	2/1/2023	$120.00			
					120.00	516660.460	Admin CONTRACTED SERVIC	Water testing
7372399537	STAPLES		2/2/2023	1/30/2023	$13.04			
					5.90	104140.240	Admin OFFICE EXPENSE, SUP	
					1.69	104140.310	Admin ATTORNEY/IN HOUSE	
					3.45	516660.240	Admin OFFICE EXPENSE, SUP	
					0.70	536310.240	Irrigation OFFICE EXPENSE, S	Envelopes
					1.30	556350.240	Drainage OFFICE EXPENSE, S	
3-329443	STEAMROLLER COPIES		2/2/2023	1/26/2023	$2.65			
					2.65	104210.610	Police MISC SUPPLIES	Certificates
RI0201233	STEGLICH, RYKER	50611	2/1/2023	2/1/2023	$400.00			
					400.00	104510.120	Parks PART TIME EMPLOYEE	Website / social media
13354730	Steve Regan Co		2/8/2023	2/8/2023	$344.00			
					344.00	104410.745	Streets STREET IMPROVEME	Weed Spray
0130564	SUNRISE ENGINEERING INC		2/2/2023	12/12/2022	$13,022.35			
					800.95	511601	Construction in progress	Pay request #7- construction managment
					10,369.95	511601	Construction in progress	Const Observation
					929.95	511601	Construction in progress	Site Visit and meetings
					921.50	511601	Construction in progress	Pay request / Change orders
0130565	SUNRISE ENGINEERING INC		2/2/2023	12/12/2022	$9,239.15			
					1,372.25	454410.313	Engineer	Const Management
					5,888.00	454410.313	Engineer	Construction Observation
					655.40	454410.313	Engineer	Site visit and meetings
					1,323.50	454410.313	Engineer	Pay requests, change orders
0131201	SUNRISE ENGINEERING INC		2/8/2023	1/11/2023	$823.50			
					823.50	516340.740	O&M EQUIP EXP / CAPITAL IM	Sunset view booster pump review
0131203	SUNRISE ENGINEERING INC		2/2/2023	1/11/2023	$12,564.17			
					1,833.25	454410.313	Engineer	Const Management
					8,284.32	454410.313	Engineer	Construction Observation

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					1,972.10	454410.313	Engineer	Site visit and meetings
					474.50	454410.313	Engineer	Pay requests, change orders
	Vendor Total:				**$35,649.17**			
139793	THE DESERT VET ANIMAL HOSPITAL	50599	1/31/2023	1/25/2023	$24.50			
					24.50	104253.250	Animal EQUIPMENT OPERATI	Abby- Ointment
115	Transitions Therapy Associates	50600	1/31/2023	1/18/2023	$125.00			
					125.00	104230.270	Victims EMERGENCY FUND	Hurricane City crisis session victim
020123	U.S. POSTAL SERVICE	50603	2/1/2023	2/1/2023	$633.95			
					285.28	104140.240	Admin OFFICE EXPENSE, SUP	
					76.74	104140.310	Admin ATTORNEY/IN HOUSE	
					170.83	516660.240	Admin OFFICE EXPENSE, SUP	
					35.70	536310.240	Irrigation OFFICE EXPENSE, S	
					65.40	556350.240	Drainage OFFICE EXPENSE, S	
PR012723-501	UTAH RETIREMENT SYSTEMS	02012023	2/1/2023	2/1/2023	$12,175.19			
					804.07	102223	Retirement Payable	401k
					9,971.12	102223	Retirement Payable	Retirement
					100.00	102223	Retirement Payable	401K Loan
					1,000.00	102223	Retirement Payable	457
					300.00	102223	Retirement Payable	Roth IRA
PR012723-449	Utah State Tax Commission		2/1/2023	2/1/2023	$2,415.72			
					2,415.72	102222	State Witholding	State Income Tax
PR013123-449	Utah State Tax Commission		2/1/2023	2/1/2023	$50.00			
					50.00	102222	State Witholding	State Income Tax
	Vendor Total:				**$2,465.72**			
139308	WASHINGTON CO SOLID WASTE		2/8/2023	2/25/2023	$26,977.98			
					26,977.98	546260.410	Garbage PAYMENT TO WASH	Jan. 2023
12148	WCWCD		2/8/2023	12/31/2022	$6,851.32			
					6,851.32	516660.410	Admin PRODUCT OR SERVIC	2018 overages
RI0201234	Weeks, James	ACH.0201231207.7220	2/1/2023	2/1/2023	$1,500.00			
					1,500.00	104140.311	Admin ATTORNEY	
020223	Wise, Patricia		2/8/2023	2/2/2023	$187.99			
					187.99	104620.610	Comm COMMUNITY DEVELOP	Zion Regional collaborative
01302023	ZIONS FIRST NATIONAL BANK CC		2/2/2023	1/30/2023	$50.00			
					50.00	104210.610	Police MISC SUPPLIES	Gift card
013023	ZIONS FIRST NATIONAL BANK CC		2/2/2023	1/30/2023	$100.00			
					100.00	104210.610	Police MISC SUPPLIES	2 gift cards
01312023	ZIONS FIRST NATIONAL BANK CC		2/2/2023	1/31/2023	($27.19)			
					-27.19	104210.610	Police MISC SUPPLIES	General msde returned
013123	ZIONS FIRST NATIONAL BANK CC		2/2/2023	1/31/2023	$7.45			
					7.45	104210.610	Police MISC SUPPLIES	Document form,
020123	ZIONS FIRST NATIONAL BANK CC		2/8/2023	2/1/2023	$302.42			
					302.42	104253.270	Animal B&G OPERATIONS AN	Parts for Kitchen Project at Animal shelter
020523	ZIONS FIRST NATIONAL BANK CC		2/8/2023	2/5/2023	($9.37)			
					-9.37	104253.270	Animal B&G OPERATIONS AN	Parts for Kitchen Project at Animal shelter

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
101466796	ZIONS FIRST NATIONAL BANK CC		2/2/2023	1/30/2023	$230.00			
					230.00	104240.220	Inspect BOOKS & MEMBERSHI	Inspector test- Kyle L
101466832	ZIONS FIRST NATIONAL BANK CC		1/31/2023	1/25/2023	$230.00			
					230.00	104240.230	Inspect TRAVEL & TRAINING	Inspector test- M Matthews
2085379	ZIONS FIRST NATIONAL BANK CC		2/8/2023	2/8/2023	$21.00			
					21.00	104210.210	Police BOOKS & MEMBERSHI	2023 annual membership
5775178089	ZIONS FIRST NATIONAL BANK CC		2/8/2023	2/6/2023	$120.00			
					120.00	104410.745	Streets STREET IMPROVEME	Weed spray class- C Campbell
62115229	ZIONS FIRST NATIONAL BANK CC		2/8/2023	2/6/2023	$144.00			
					144.00	104140.210	Admin BOOKS, SUBCRIPTION	Grammerly annual subscription
8761038	ZIONS FIRST NATIONAL BANK CC		2/8/2023	2/8/2023	$53.36			
					53.36	104140.240	Admin OFFICE EXPENSE, SUP	File organizer
9057843	ZIONS FIRST NATIONAL BANK CC		2/8/2023	2/7/2023	$306.43			
					9.19	104160.270	Bldg B&G OPERATION AND M	Computer for Max
					21.45	104240.250	Inspect EQUIPMENT OPERATI	Equipment repairs and Fuel
					18.39	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					15.32	104410.250	Streets EQUIPMENT OPERATI	Equipment repairs and Fuel
					98.06	104410.745	Streets STREET IMPROVEME	Equipment repairs and Fuel
					67.41	516340.250	O&M EQUIPMENT OPERATIN	Equipment repairs and Fuel
					18.39	516340.450	O&M SYSTEMS MAINTENANC	Equipment repairs and Fuel
					9.19	536310.250	Irrigation EQUIPMENT OPERA	Equipment repairs and Fuel
					15.32	536310.450	Irrigation WATER MAIN REPAIR	Equipment repairs and Fuel
					18.39	556350.250	Drainage EQUIPMENT OPERA	Equipment repairs and Fuel
					15.32	556350.440	Drainage NEW SERVICES	Equipment repairs and Fuel
	Vendor Total:				**$1,528.10**			
PR012723-234	ZIONS FIRST NATIONAL BANK.	02012023	2/1/2023	2/1/2023	$12,408.92			
					6,879.24	102221	FICA & FWT Witholding	Social Security Tax
					1,608.90	102221	FICA & FWT Witholding	Medicare Tax
					3,920.78	102221	FICA & FWT Witholding	Federal Income Tax
PR013123-234	ZIONS FIRST NATIONAL BANK.	02012023	2/1/2023	2/1/2023	$435.06			
					312.04	102221	FICA & FWT Witholding	Social Security Tax
					73.02	102221	FICA & FWT Witholding	Medicare Tax
					50.00	102221	FICA & FWT Witholding	Federal Income Tax
	Vendor Total:				**$12,843.98**			
			Total:		**$485,109.16**			

GL Account Summary

12,843.98	102221	FICA & FWT Witholding
2,465.72	102222	State Witholding
12,175.19	102223	Retirement Payable
347.48	102224	Health Savings Acoount
56.33	102225	Misc Payable
200.00	102331	Building/Park Rental deposit
250.00	104121.240	Police JUSTICE COURT
4.50	104140.130	Admin EMPLOYEE BENEFITS
144.00	104140.210	Admin BOOKS, SUBCRIPTION
402.54	104140.230	Admin TRAVEL & TRAINING
890.05	104140.240	Admin OFFICE EXPENSE, SUP
546.00	104140.250	Admin EQUIPMENT OPERATIN
1,146.73	104140.280	Admin UTILITIES
570.00	104140.310	Admin ATTORNEY/IN HOUSE

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					1,500.00	104140.311	Admin ATTORNEY	
					702.72	104140.315	Admin COMPUTER EQUIPME	
					291.05	104160.270	Bldg B&G OPERATION AND M	
					2.25	104210.130	Police EMPLOYEE BENEFITS	
					21.00	104210.210	Police BOOKS & MEMBERSHI	
					1,711.69	104210.250	Police EQUIPMENT OPERATIN	
					802.50	104210.280	Police UTLITIES	
					359.19	104210.315	Police COMPUTER EQUIPMEN	
					751.58	104210.450	Police VEHICLE MAINTANCE	
					713.85	104210.610	Police MISC SUPPLIES	
					2.25	104230.130	Victims EMPLOYEE BENEFITS	
					125.00	104230.270	Victims EMERGENCY FUND	
					45.55	104230.300	Victims FUEL	
					30.57	104230.315	Victims COMPUTER EQUIPME	
					230.00	104240.220	Inspect BOOKS & MEMBERSHI	
					690.00	104240.230	Inspect TRAVEL & TRAINING	
					228.89	104240.250	Inspect EQUIPMENT OPERATI	
					195.92	104253.250	Animal EQUIPMENT OPERATI	
					315.03	104253.270	Animal B&G OPERATIONS AN	
					53.45	104253.280	Animal UTILITIES	
					359.71	104410.250	Streets EQUIPMENT OPERATI	
					1,824.75	104410.745	Streets STREET IMPROVEME	
					1,400.00	104510.120	Parks PART TIME EMPLOYEE	
					1,755.41	104510.250	Parks EQUIPMENT OPERATIN	
					7.16	104510.280	Parks UTILITIES	
					1,138.10	104620.610	Comm COMMUNITY DEVELOP	
					47,300.14		**Total**	
					95,264.73	454410.313	Engineer	
					240,654.25	511601	Construction in progress	
					1,126.80	512330	Turn on Fee/Renter Deposit	
					719.38	516340.250	O&M EQUIPMENT OPERATIN	
					179.20	516340.410	O&M PRODUCT OR SERVICE	
					712.83	516340.450	O&M SYSTEMS MAINTENANC	
					823.50	516340.740	O&M EQUIP EXP / CAPITAL IM	
					6.75	516660.130	Admin EMPLOYEE BENEFITS	
					438.83	516660.240	Admin OFFICE EXPENSE, SUP	
					9.99	516660.280	Admin UTILITIES	
					511.92	516660.315	Admin SOFTWARE OR INFOR	
					6,851.32	516660.410	Admin PRODUCT OR SERVIC	
					232.13	516660.450	Admin SYSTEMS MAINTENAN	
					120.00	516660.460	Admin CONTRACTED SERVIC	
					252,386.90		**Total**	
					60,780.10	526260.520	Sewer PAYMENT TO ASH CRE	
					101.03	536310.240	Irrigation OFFICE EXPENSE, S	
					98.09	536310.250	Irrigation EQUIPMENT OPERA	
					152.00	536310.315	IrrigationCOMPUTER EQUIPM	
					1,325.31	536310.450	Irrigation WATER MAIN REPAIR	
					1,676.43		**Total**	
					26,977.98	546260.410	Garbage PAYMENT TO WASH	
					209.97	556350.240	Drainage OFFICE EXPENSE, S	
					197.40	556350.250	Drainage EQUIPMENT OPERA	

Invoice No.	Vendor	Check No.	Input Date	Due Date	Amount	Account No.	Account Name.	Description
					152.00	556350.315	Drainage SOFTWARE & COMP	
					163.51	556350.440	Drainage NEW SERVICES	
					722.88		**Total**	
					$485,109.16		**GL Account Summary Total**	

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COUNCIL OF LaVERKIN, UTAH, APPROVING AND ADOPTING ASH CREEK SPECIAL SERVICE DISTRICT'S *DEVELOPMENT PROCEDURES, DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS, UPDATED JANUARY 2023*

WHEREAS, Ash Creek Special Service District (hereafter "Ash Creek") is a Utah special service district organized and existing under the laws of the State of Utah for the purpose of providing sewer wastewater collection and disposal services for property in Hurricane, LaVerkin, Toquerville and Apple Valley, as well as certain unincorporated areas in New Harmony Valley; and

WHEREAS, in order to ensure uniform application and enforcement of Ash Creek rules and regulations governing the development of property throughout the district, Ash Creek and each of the municipalities of Hurricane, LaVerkin, Toquerville and Apple Valley have previously entered into an agreement providing that all such rules and regulations of Ash Creek, as amended from time to time, shall be adopted by ordinance of each municipality and incorporated into its ordinances; and

WHEREAS, the Administrative Control Board of Ash Creek has recently approved and adopted updates and revisions to said rules and regulations as contained in ***Development Procedures, Design Standards and Construction Specifications, updated January 2023*** ("proposed Regulations"); and

WHEREAS, the City Council of LaVerkin, Utah, now deems it necessary and desirable for the preservation and protection of the public health, safety, and welfare of the residents of LaVerkin, Utah, to approve and adopt said proposed Regulations for incorporation into the ordinances of the City of LaVerkin;

BE IT HEREBY ORDAINED by the City Council of LaVerkin, Utah, that the updated and revised rules and regulations contained in ***Development Procedures, Design Standards and Construction Specifications, updated January 2023*** ("proposed Regulations"), a copy of which is attached hereto and incorporated herein as **Exhibit A**, are hereby approved, adopted and incorporated into the ordinances of the City of LaVerkin.

BE IT FURTHER ORDAINED that this Ordinance shall take effect at the earliest possible date allowed by law after publication and posting and shall supersede all prior rules and regulations relating to the design, construction, installation, maintenance and operation of sewer facilities and related improvements on property within the boundaries of LaVerkin.

ACSSD Prod'g Regs Ord 2023

ORDINANCE NO. 2023-_____

DATED this _____ day of _____, 2023.

CITY OF LAVERKIN

_____
Kelly B. Wilson, Mayor

Attest:

_____
Christy Ballard, City Recorder

The foregoing Ordinance was presented at a regular meeting of the LaVerkin City Council held in the LaVerkin City Council Chambers, located at 111 South Main Street, LaVerkin, Utah, on the day of _____, 2023, whereupon, a motion to adopt said Ordinance was made by _____ and seconded by _____.

A roll call vote was then taken with the following results:

NAME	VOTE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____
Christy Ballard, Recorder

ACSSD Proposed Ords Ord 2023a

Christy Ballard

From: Patricia Wise <patricia.wise.lv@gmail.com>
Sent: Wednesday, February 8, 2023 9:08 PM
To: Kyle Gubler; Kelly Wilson
Cc: Christy Ballard
Subject: Fwd: Congratulations from the Division of Outdoor Recreation

I thought this official email might be good to have for back up of the Platt Engineering propsal.

Patty Wise
La Verkin City Council
patricia.wise.lv@gmail.com
435-773-3035

---------- Forwarded message ---------
From: **Sarah Bennett** <sarah@trailsutah.org>
Date: Tue, Sep 20, 2022, 11:55 PM
Subject: Fwd: Congratulations from the Division of Outdoor Recreation
To: Patricia Wise <patricia.wise.lv@gmail.com>, Kyle Gubler <kyle.gubler@laverkincity.org>

Finally! Official word!

Sarah Bennett
Executive Director, Trails Utah

Begin forwarded message:

> **From:** Caroline Weiler <cweiler@utah.gov>
> **Date:** September 20, 2022 at 2:18:15 PM MDT
> **To:** Sarah Bennett <sarah@trailsutah.org>
> **Cc:** Rachel Toker <racheltoker@utah.gov>, Patrick Morrison <patrickmorrison@utah.gov>, Maureen Casper <mmcasper@utah.gov>
> **Subject: Congratulations from the Division of Outdoor Recreation**
>
> Good afternoon Sarah,
>
> On behalf of the Division of Outdoor Recreation, the Utah Recreational Trails Advisory Council and the Federal Highway Administration, it is our pleasure to inform you that a non-motorized Recreational Trails Program grant was awarded to Trails Utah, and the amount of $60,000.00 has been approved for the LaVerkin City Rim to River Trail.
>
> In the next couple of weeks, the grant contracts will be emailed to you for your review and you may submit revisions if needed, prior to signing. The grant contract period will provide 24 months in which to complete the project. Is there anyone else who should be copied on this email to review the contract?

As part of your contract, you will be required to submit 6-month progress reports that will be emailed to Caroline Weiler at cweiler@utah.gov. The Division will provide a simple form for these reports. Also, please review the reimbursement process at the start of your contract term and begin collecting and organizing the invoices, payments, and any in-kind contributions that are used for the project. Please note, any work done before the contract has been signed by all parties, will not qualify for reimbursement.

The Division of Outdoor Recreation, the Recreational Trails Advisory Council and the Federal Highway Administration are proud to support your recreational trail project. Thank you for making Utah the greatest state for amazing trails and outdoor recreation!

All our best,

The Division of Outdoor Recreation staff

Patricia Wise Feb 6, 2023, 9:53 AM (2 days ago)

Joe,Did you get a chance to open this resent doc and take a look?

Joseph K Phillips Feb 7, 2023, 8:38 AM (1 day ago)

to me

Good morning, Patty,

Yes, I was able to look through the proposal and I think it is very reasonable. Dr. Platt seems to be very qualified to perform the work and his rate of $95/hour I think is relatively low in the market these days, especially for his level of experience. Math-wise, his proposal amounts to about 40 hours' worth of work which I think is reasonable for a project of this scale and for the deliverables he's identified in his proposal.

I don't have the environmental requirements of the funding before me, so I'm assuming that what he has proposed fulfills the requirements and would enable the City to pass that milestone and advance to design/construction.

Lastly, his proposal assumes an analysis on one trail alignment, with a buffer of 50 feet. Thus, we'll want to make sure we get the alignment figured out before the City sends him to do the environmental clearance. If he were to do the clearance, and then we adjusted the alignment or footprint such that it extended outside the 50-foot buffer, an additional clearance with additional costs would be required. To the point – we'll just want to make sure we coordinate and feel pretty good about the alignment before releasing Dr. Platt to do his work.

I trust this helps. Let me know if you have any further questions. Otherwise, I don't have any concerns with Dr. Platt's proposal.

Thanks!!!

PROPOSAL

Platt Environmental LLC
2334 So. River Rd. #68
St. George, UT 84790
Phone 949.751.8040
Joseph@PlattEnviro.com

TO:
Mr. Kyle Gubler, City Administrator
Ms. Patty Wise, City Council
LaVerkin City
435 No. Main Street
La Verkin, Utah 84745
Via Email

DATE: 30 January, 2023
FOR: Environmental Study to fulfill requirement of a Categorical Exclusion for a Utah Federal Trail Project
JOB #:

La Verkin City,
Thank you for the opportunity to submit this proposal to provide an Environmental Study to fulfill requirement of a Categorical Exclusion for a Utah Federal Trail Project. The Project will involve the examination of the proposed route of a pedestrian trail running from 300 South, near the La Verkin Animal Shelter, south along a meandering route, down to the Virgin River. The proposed route will be less than .5 miles long and dropping about 155 feet in elevation.

This proposal covers the following Tasks:
Task 1) A desktop search for sensitive and Endangered species identified by state and federal resource agencies as potentially occurring in the area.
Task 2) Using a GPS route (a kmz file)provided by the City, a pedestrian survey of the proposed area of disturbance, and a buffer of 50 feet on either side of the area of disturbance will be conducted. This field work will consist of searches of the area including the hours of dawn and dusk in good weather conditions. This will ensure an assessment of wildlife present. We will describe the vegetation communities occurring and their dominant species. Vertebrate species likely using the site will be listed.
Task 3) The report will identify any risk of Take to Threatened, Endangered or Sensitive listed species of plants or vertebrates potentially occurring and those recorded as using the site. A list of all wildlife or their sign identified during field work will be provided. Photographs typifying the habitat and recording any significant issues will be included.
Task 4) The Utah Recreational Trails Program has provided a form (RTP-CE Form) requesting information on the Project. This form will be completed under the direction of Platt Environmental. It is assumed that the City or Sunrise Engineering will provide figures or information necessary to complete the following topic headings: Purpose and need, Description of the project, Public involvement, and Right of way. Platt Environmental will contact UDOT staff to secure required clearance memos as directed in the RTP-CE Form.

The costs of the proposed tasks are below.

TASK DESCRIPTION	AMOUNT
LABOR	
Task 1. Desktop analysis	$270.00
Task 2. Field work at the Trail site	2,280.00
Task 3. Report preparation	993.00
Task 4. Complete RTP-CE Form for the Utah Recreational Trails Program	380.00
EXPENSES	
1.5 days of per diem	75.00
Site visits @ round trip 46 miles X 3 X $0.62	85.56
Calculated labor rate of $95.00/hour, mileage @ .62 per mile, and $50.00 per diem	
Total	**$4,083.56**

Thank you for the opportunity to be a part of this significant project. Please call if you have any questions.

RECRATIONAL TRAILS PROGRAM BUDGET WORKSHEET	Project Name:	Project Applicant:	Qualified for RTP Match?
	LAVERKIN RIM TO RIVER TRAIL	Trails Utah	Y

OVERVIEW OF FUND SOURCES

Step 1: List all sources of Cash Funding by type for the entire project. These can include other donations, grants received, etc. RTP requested funds go in the first row (Orange). Applicant Cash Funds go in the next row. Other Cash Partners (if applicable) go in the following rows.

1. CASH OVERVIEW	Type of Funds	Source of Funds (Organization)	Date Secured	Cash Amount	Total Cash Funding ($)
	RTP	Divison of Recreation		$ 60,000.00	$ 60,000.00
	Applicant Cash Match	Trails Utah	4/30/2022	$ 2,000.00	$ 2,000.00
	Partner 1 Cash Match	City of LaVerkin	5/4/2022	$ 60,000.00	$ 60,000.00
Insert more rows as needed below	[Partner 2 Cash Match]			$ -	$ -
			TOTAL CASH FUNDING		$ 122,000.00

Step 2: List all sources of In-Kind (non-cash) Match for the entire project. In-Kind is defined as donated products, labor, or services.

2. IN-KIND MATCH OVERVIEW	Type of Funds	Source of Funds (Organization)	Date Secured	In-Kind Value	Total In-Kind Funding ($)
Value of materials, equipment or services from applicant or partners.	Applicant In-Kind Match	Trails Utah	4/30/2022	$ 2,500.00	$ 2,500.00
	[Partner In-Kind Match]	City of LaVerkin	5/4/2022	$ 5,000.00	$ 5,000.00
Utah Volunteer Rate: $28.54	[Partner In-Kind Match]			$ -	$ -
Insert more rows as needed below	[Partner In-Kind Match]			$ -	$ -
			TOTAL IN-KIND FUNDING		$ 7,500.00
TOTAL PROJECT VALUE		TOTAL PROJECT COST (RTP+Cash+In-Kind)			$ 129,500.00

DETAILED LIST OF ANTICIPATED USE OF FUNDS

Step 3: List all the uses of cash for the project by Type of Service. Note: The total cash listed here in Step 3 should match the total listed in the cash overview from Step 1. Please fill in the amount being used from RTP (Orange), applicant funds, or partner funds below. Add rows as needed.

3. CASH DETAILED DESCRIPTION						Difference $ -	Cash Amounts Agree	
Type of Service: Please select or change type from dropdown menu by clicking cell.	Vendor (Organization)	Anticipated Use of Cash Funds: Briefly describe	Number of Units	Cost Per Unit	Extended Cost	RTP Grant Funds	Applicant Funds	Partner Funds
Please select type from dropdown menu.	Stair fabricator	Stair fabrication & install	1	$ 60,000.00	$ 60,000.00	$ 60,000.00		
Please select type from dropdown menu.	Trail builder	Trail construction	1	$ 62,000.00	$ 62,000.00	$ -	$ 2,000.00	$ -
Please select type from dropdown menu.				$ -	$ -	$ -	$ -	$ -
Please select type from dropdown menu.				$ -	$ -	$ -	$ -	$ -
Please select type from dropdown menu.				$ -	$ -	$ -	$ -	$ -
Please select type from dropdown menu.				$ -	$ -	$ -	$ -	$ -
Please select type from dropdown menu.				$ -	$ -	$ -	$ -	$ -
Please select type from dropdown menu.				$ -	$ -	$ -	$ -	$ -
ANTICIPATED USE OF CASH FUNDS				CASH SUBTOTAL	$ 122,000.00	$ 60,000.00	$ 2,000.00	$ -

Step 4: List all the uses of In-Kind for the project by Type of Service. Note: The total In-Kind listed here in Step 4 should match the total listed in the In-Kind overview from Step 2. Please fill in the amount being used from the applicant, or partner funds below. Add rows as needed.

4. IN-KIND DETAILED DESCRIPTION						Difference between Step 2 and Step 4: $ -	In-Kind Amounts Agree	
Type of Service: Please select or change type from dropdown menu by clicking cell.	Source of Funds (Organization)	Anticipated Use of In-Kind Funds: Briefly describe	Number of Units	Cost Per Unit	Extended Cost	Applicant In-Kind	Partner In-Kind	
Professional Services	Trails Utah	Project oversight	1.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ -	
Equipment	City of LaVerkin	Project support	1.00	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	
Please select type from dropdown menu.				$ -	$ -	$ -	$ -	
Please select type from dropdown menu.				$ -	$ -	$ -	$ -	
ANTICIPATED USE OF IN-KIND FUNDS				IN-KIND SUBTOTAL	$ 7,500.00	$ 2,500.00	$ 5,000.00	
TOTAL Eligible Project Costs				TOTAL PROJECT COST (RTP+Cash+In-Kind)	$ 129,500.00			

Step 5: Please include an estimate of costs that contributed to the overall project cost, but are not eligible as a grant match. Ex: Work completed prior to grant award, landscaping, NEPA or other permitting etc.

5. ADDITIONAL INELIGBLE PROJECT COSTS			$ 15,000.00
Description	Source of Funds	Cost	
Engineering and Geological study	Applicant/Partner	$ 15,000.00	
	Total	$ 15,000.00	
		TOTAL PROJECT COST *(projected)*	$ 144,500.00

Title

LaVerkin City Rim to River Trail

05/01/2022

by **Sarah Bennett** in **Recreational Trails Program (RTP) Non-Motorized Trail Grant - 2022**

id. 25071185

sarah@trailsutah.org

Original Submission

05/09/2022

Project Eligibility Review

Project Eligibilty Review.xlsx

	***Education programming includes supporting non-law enforcement trail safety, trail use monitoring patrol programs, and/or providing trail-related training. Total awarded educational grant funding is limited to 5% of a state's total annual RTP funds. **Ineligible projects and/or items should not be included in the project description or budget. Ineligible projects and/or items may also not be listed as in-kind or matching costs.**
TRAIL CONSTRUCTION GUIDELINES	**See the Trails Construction Guidelines. These guidelines are general and the applicant should coordinate with appropriate land managers to understand the specific factors affecting trail design and construction techniques based on land management agency policies. All proposed projects shall follow these guidelines. NOTE: The Primary Project Manager will be the main point of contact for this project. The Primary and Substitute Project Manager should both create a Submittable account. If at any time, the main point of contact changes, please notify Division of Recreation staff.**
Application Process	**All applications must be submitted through the online grant portal. Applicants are encouraged to contact the Utah Division of Recreation staff before submitting their proposals for guidance and to discuss project details. You can also learn more about the RTP program on our website by clicking here. Be sure to also review the RTP FAQs by clicking here. Tara McKee Rachel Toker Patrick Morrison RTP Program Coordinator RTP/OHV Grant Administrator UORG/RTP Grant Specialist Phone: 801-538-8686 Phone: 385-303-1519 Phone: 801-538-8652 Email: tmckee@utah.gov Email: racheltoker@utah.gov Email: patrickmorrison@utah.gov If you would like a completeness review of your application, please reach out to the Division of Recreation staff by April 15th by 5:00 p.m. (MST). Submitted applications will be reviewed by the Utah Off-Highway Vehicle Advisory Council and/or Utah Recreational Trails Advisory Council. These councils were created by legislation and have been vested with the authority to select the recipients of the federal Recreational Trails Program grants in Utah.**

Adding Application Collaborations	**You can add team members to collaborate on the application in real-time. If you click on the "Invite Collaborators" at the top right of the application you will be prompted to enter collaborators' emails. Collaborators will then receive a link and have access to the application until you complete your submission. Only the application owner will be able to submit.**
Application Submission and Selection Timeline	**Applications must be submitted in the grant portal on or before 5:00 p.m., Sunday, May 1, 2022. Late applications will not be accepted. Applications will be reviewed during May and June, with approvals anticipated in August. Applicants may be contacted to clarify the details and merits of their proposal. Applicants may also be contacted to arrange on-site tours of the project for Advisory Council members. Applicants are welcome to attend the grant review meeting to clarify their application to the council(s). No project work can begin until a fiscal assistance agreement is in place with the Utah Division of Recreation. NOTE: If applying for both a NON MOTORIZED RTP fund and a MOTORIZED RTP fund, separate applications are required. All required questions need to be answered to submit the application. Required questions are noted with a (*).**
NEPA Considerations (if applicable)	**Any project breaking ground requires environmental clearance regardless of land ownership and RTP project construction may not begin until NEPA has been complete and approved by UDOT and the RTP grant administrator. Applicants should have either completed NEPA or begun the process of obtaining the correct environmental clearance before applying. You can download a sample environmental clearance form by clicking here. You can view an Environmental Study - Preparer's Checklist by clicking here.**
APPLICATION CHECKLIST	
Funding Cap	**Due to annual funding limits, applicants may request no more than $150,000 per application.**
Section A: Project Overview	
A1. Project Title	**LaVerkin City Rim to River Trail**
A2. Applicant Organization	**Trails Utah**
A3. Applicant Organization Non-Profit Tax ID (if applicable):	**45-4929230**

A4. Applicant Organization W9

W9_for_RTPG.pdf

A5. Please provide us with the applicant's organization logo. If more than one organization intends to complete this project, please include the additional organizations' logos as well.

Screen_Shot_2021-10-07_at_1.47.53_PM.png

A6. Location (Nearest Town)	**LaVerkin**
A7. Does your project take place in more than one county?	**No**
Please select the county in which your project takes place:	**Washington County**
A8. Congressional District	**2**
A9. Primary Project Manager	**Sarah Bennett**
A10, Primary Project Manager's Title	**Executive Director, Trails Utah**
Primary Project Manager Signature - please type full name	**Sarah L. Bennett**
A11. Address of Applicant's Organization	**P.O. Box 58802 Salt Lake City Utah 84158 US**
A12. Primary Project Manager's Phone Number	**+18015500676**
A13. Primary Project Manager's Email Address	**sarah@trailsutah.org**
A14. Substitute Project Manager	**Stan Plaisier**
A15. Substitute Project Manager's Title	**Board member, Trails Utah**
Substitute Project Manager Signature - Please type full name	**Stan Plaisier**

A16. Substitute Project Manager's Phone Number	**+14356405962**
A17. Substitute Project Manager's Email Address	**stan@plaisier.net**
A18. RTP Grant Funding Request	**60000.0**
A19. What is the applicant cash match for this project?	**2000.0**
A20. What is the applicant in-kind match for this project?	**5000.0**
A21. Total Estimated Project Cost	**144500.0**
A22. Land Ownership	**City**
A23. Is public access guaranteed?	**Yes**
A24. Is the project property owned by the applicant?	**No**
A25. Permission granted from land manager/owner to complete work?	**Yes**

Please provide documentation of permission from the land manager/owner.

Confluence_Park_Trail_River_Rock_Dog_Pound.pdf

2022-05-05_Signed_copy_of_LOS.pdf

A26. Are appropriate right of ways and/or easements secured?	**N/A**
A27. Is NEPA required to complete this project?	**N/A**

Section B: Project Summary

B1. Project Abstract

The LaVerkin City Rim to River Trail is an effort to create a way for foot traffic to descend off of the canyon rim of the Virgin River course and access Confluence Park and the river itself below. While it is only a distance of approximately 350 feet from the start of the trail to the canyon bottom it will be extremely challenging project given the precipitous drop and the need to engineer a set of stairs or a re-enforced pathway that can descend down along the canyon wall.

B2. Project Description

This project lies within the city limits of LaVerkin just off of State Road 9 in Washington County. Thousands of tourists pass by the site of this project every year on their way to Zion National Park, many of them stopping by the River Rock Roasting Company for a delightful cup of brew and delicious homemade meals on one of their outdoor patios. The restaurant is perched directly on the rim itself and many patrons seek to find a way down to the river and park below after their meal, however, increasingly the owners are finding that people just wanting to hike down to Confluence Park and the river below are using their restaurant parking lot. Jim Soria, owner of The River Rock Roasting Company, reached out to the City of LaVerkin for relief. The City of LaVerkin agreed to help build a trail down to Confluence Park where the Virgin River, LaVerkin Creek, and Ash Creek all come together. Confluence Park is a 344 acre natural park managed by Washington County through the Red Cliffs Desert Reserve office. The park sits at the bottom of large basaltic lava cliffs, leaving it isolated and protected from development in the cities above. This project is devoted to creating a safe, secure way down to the river bottom from LaVerkin City property immediately adjacent to the River Rock Roasting Company. The trail will begin on city-owned land and descend down across land owned by Mr. Soria. While it is only a few hundred feet to the canyon floor the way down is quite treacherous and steep. A natural ramp does invite explorers down off the rim from the city owned parking area, it quickly becomes exceedingly steep with loose footing. The plan is to create a trail down using natural surface materials and abundant rock from the site, and combine it with fabricated metal stairs that can be bolted to the basalt cliffs that form the canyon walls. The project will include a geologic study of the site to determine if the slope materials are stable enough to support rock retaining walls and hand built trail tread. It will also include an engineering study to look at what type of fabricated metal stairs might be used and how they might be secured in place. Once the geologic and engineering studies are complete we will make a determination as to how the path down to the river bottom will be constructed.

B3. Site Plan or Concept Drawing: Please attach a recreational site plan or detailed conceptual drawing that includes orientation and layout of the project itself.

LV_River_to_Rim_Trail_map.pdf

B4. Map: Please attach a map of the project location within the community. On the map, identify the main roads that provide access, and any infrastructure that surrounds it. If it is a trail, show how it links to other recreational amenities or other trails.

Screen_Shot_2022-05-01_at_3.06.46_PM.png

B5. Is this project a phase of a larger plan or future phases?	**No**
B6. Is the project part of a regional, county, or other type of master recreation plan for the area? Describe how:	**There is a master plan for further developing trails and access points into the Confluence Park area. This project would fit in to the broader goals of the Red Cliffs Desert Reserve and their future plans for this unique geographical feature where three of the area's main water courses come together. Please see Confluence Park Master Plan, 2019 at http://www.redcliffsdesertreserve.com/welcome-to-confluence-park.**
B7. Property Acquisition: Explain the current ownership status of the project property in the space below.	**The parcels of land on which this trail project will be constructed belong to the City of LaVerkin and to Jim Soria, owner of River Rock Roasting Company. Mr. Soria has expressed his willingness for the trail project to go forward using his property as is necessary. The parking area and trailhead will be on LaVerkin City property and the trail will cross Mr. Soria's property as needed to get down to the canyon bottom.**
B8. Anticipated Project Start Date	**10/1/2022**
B9. Estimated Completion Date	**5/1/2024**
B10. Timeline: provide additional detail of the proposed project schedule/timeline with appropriate phases, steps, and/or milestones.	**10/1/2022--Develop RFP and seek proposals from qualified engineers who could develop a plan for a set of fabricated stairs to be attached to the canyon wall. Simultaneously develop an RFP for qualified trail builders who could work with the engineer to develop plans for the remainder of the path.** **12/1/2022--Determine the engineer and building team. Contract and hire.** **3/1/2023--Begin construction of the trail. Prepare site for installation of fabricated stair section.** **9/15/2023--Install fabricated stair section.** **10/15/2023--Continue with trail build above and below stair section.** **3/1/2024--Conduct any remaining work along the length of the trail.** **4/1/2024--Open Rim to River Trail with celebration. Submit reimbursement request.**
Timeline Upload	n/a

B11. Photos of proposed project or project site.

IMG_4531.jpeg

IMG_4533.jpeg

IMG_4534.jpeg

IMG_4566.jpeg

IMG_4521.jpeg

Section C: Project Budget and Funding

C1. Provide a detailed project budget	**Applicants are required to use the provided RTP budget spreadsheet. The budget must include the source of all project funds and when the funds will be available. List matching applicant or partner cash as well as any other in-kind donations. Project expenses should be broken down by category, item, and quantity. Specify which items will be covered by RTP funds, your cash match, or through in-kind donations. Budget allowances for contingencies will not be funded by this program and cannot be included as part of the 50/50 match. The following table lists some eligible and ineligible matching items that may be included. Click here to see an example RTP budget. Download RTP budget spreadsheet by clicking here**

Matching criteria:

eligible matches.xlsx

Upload detailed project budget spreadsheet:

La_Verkin_2022-Utah-RTP-Budget-Worksheet_copy.xlsx

C2. Please re-type the Total Cash Match from the budget spreadsheet:	**62000.0**
C3. Please re-type the Total In-Kind Match from the budget spreadsheet:	**7500.0**
C4. Annual maintenance costs and agreements	**1000.0**
C5. Agency/Group Covering Costs	**City of LaVerkin**

Section D: Project Details

D1. Type of Trail or Recreation Facility improvement	**New project construction**
D2. Trail uses	**Jogging/Hiking** **Other**
Other Trail Use	**Walking**

D3. Season(s) the trail system can be used	**Spring** **Summer** **Fall** **Winter**
Will the trailhead be plowed or groomed in the winter?	**No**
D4. ADA Access: Is the trail or facility ADA accessible?	**No**
D5. Trail Information: Will the funding request support the development of printed informational or trail maps/brochures?	**No**

D6. Trail construction details

RTP NON-MOTO TRAIL CONSTRUCTION DETAILS.xlsx

D7. Purchases

RTP NON-MOTO PURCHASES.xlsx

D8. Trailhead improvements

RTP NON-MOTO IMPROVEMENTS.xlsx

D9. Trailside improvements

RTP NON-MOTO TRAILSIDE.xlsx

D10. Signage improvements

RTP NON-MOTO SIGNAGE IMPROVEMENTS.xlsx

D11. Trails to be repaired

RTP NON-MOTO TRAILS TO BE REPAIRED.xlsx

If you are dealing with more than 4 trails to be repaired, please upload additional documents.

D12. Trail repairs and restoration - provide your best estimates

RTP NON-MOTO REPAIRS OR RESTORATIONS.xlsx

D13. Trailhead repair

RTP NON-MOTO TRAILHEADS TO BE REPAIRED.xlsx

D14. Trailhead work

RTP NON-MOTO TRAILHEAD WORK.xlsx

Section E: Project Education Elements	
E1. Does the project include an educational element to promote trail safety and environmental protection?	**No**
Section F: Project Partnerships	**Provide evidence of public support for the proposed project.**
F1. How is the project part of a comprehensive plan and/or part of an overall trail network? Describe its community, regional, statewide, or national significance. How the community has been engaged regarding the project in the form of public meetings/open houses/online engagement?	**This project fits into the effort by both the City of LaVerkin and the City of Hurricane, as well as Washington County, to improve the recreational opportunities in and around Confluence Park and the Red Cliffs Desert Preserve. This is a very special natural space given the abundance of water and the rich riparian vegetation and animal life. No fewer than three creeks and rivers come together in the canyon bottom immediately below busy State Road 9. The LaVerkin City Council has been working with area businesses and the surrounding neighbors for some time to develop a plan that would allow visitors to access the river bottom and trails without inconveniencing local businesses or surrounding neighbors.**
F2. Identify volunteer or private sector contributions to and/or support for the project:	**Jim Soria, owner of the River Rock Roasting Company and restaurant, has been an excellent partner in this undertaking. He has worked with the City and some of the other nearby businesses to help develop a plan to create a trail down to the river and has offered to host the trail on his property.**

F3. Identify support from other groups or agencies and/or cooperation among adjoining and/or other affected jurisdictions for your project. Examples include city to city, city to county, or city/county with a federal land management agency such as the US Forest Service, Bureau of Land Management, or the National Park Service.	**This is a small project in a very confined area. The land in question belongs to the City of LaVerkin and to an adjacent property owner, Jim Soria. Both are willing to provide the land that is needed for the trail. The nearby City of Hurricane is also very supportive of the project. Patricia Wise, a member of the LaVerkin City Council, has also been very involved in planning for this project and communicating with all the involved parties. We are grateful for her assistance.**
F4. Has your organization received RTP funding in the past?	**Yes**

Provide list of projects funded within the past 5 years, dollar amounts awarded, and specify whether the project is complete or not complete.

RTP Previous Funded Table.xlsx

F5. Letters of Support:	**Attach no fewer than two (2) and no more than five (5) letters of support for the specific project for which funding is being requested. These should include a letter from each of the partners; other than the applicant organization.**

Letter of Support Upload:

Confluence_Park_Trail_River_Rock_Dog_Pound.pdf

LOS_La_Verkin_Rim_to_River_Trail_copy.pdf

Laverkin_trail_letter_of_support.pdf

LaVerkinRimtoRiverTrail_supportletter.pdf

F6. Letters of Commitment

Confluence_Park_Trail_River_Rock_Dog_Pound.pdf

2022-05-05_Signed_copy_of_LOS.pdf

City of LaVerkin
435 N. Main St., LaVerkin Utah, 84745
(435) 635-2581 Fax (435) 635-2104

RESOLUTION R-2023-_____

A RESOLUTION INCREASING THE EXCESS WATER USE SURCHARGE

WHEREAS, this area—like much of the West—has been in the midst of a lengthy and severe drought; and

WHEREAS, drought conditions, coupled with significant and continuing growth in the area, have significantly and adversely affected the available water to meet the needs of area residents, businesses, and agricultural operations, and are expected to worsen in the future; and

WHEREAS, the Washington County Water Conservancy District ("WCWCD" or "District") has implemented, and is in the process of implementing, various water-conservation methods, and tools to control and/or reduce water usage; and

WHEREAS, such tools include various fees and charges, including tier assessments; and

WHEREAS, in accordance with the provisions of Article 8 of the *Revised Regional Water Supply Agreement (January 1, 2019) ("Revised Supply Agreement* the board of the WCWCD, or District, adopted ***A Resolution of the Washington County Water Conservancy District Board of Trustees Authorizing an Increase in the Water Development Surcharge for Excess Water Use*** *("the 2021 Resolution")*, on December 1, 2021, increasing the surcharge provided for therein and to pass such increase on to the City of LaVerkin, Utah ("City" or "the City"), as set forth herein, by assessing an Excess Water Use Surcharge to the City, a charge which may be passed on to the end user or retail customer of such water; and it was represented that the District intended to make the assessment and collection of the surcharge (from the City) effective January 2023; and

WHEREAS, in accordance with subsection A.2 of Section 8-1-3 of *The LaVerkin City Code* ("LVCC"), the City Council may, from time to time, establish and fix by resolution the fees (including surcharges) for and associated with culinary water rates and charges; and

WHEREAS, after review and consideration of the surcharge fees by City Staff and the City's Water Board, and subsequently by the City Council, it was the considered determination of the LaVerkin City Council that the 2021 Resolution fees, as set forth in the District's December 1, 2021, resolution, were fair, reasonable and commensurate with the value received by those properties upon which said fees are to be assessed, and in the best interests of the City and its residents and businesses; and

WHEREAS, the City adopted said fees in **Resolution R-2022-18**, on August 17, 2022; and

WHEREAS, in accordance with the provisions of Article 8 of the *Revised Regional Water Supply Agreement (January 1, 2019) ("Revised Supply Agreement* the board of the WCWCD, or District, adopted ***A Resolution of the Washington County Water Conservancy District Board of Trustees Authorizing an Increase in the Excess Water Use for New Connections Made on or after January 1, 2023*** *("the 2022 Resolution")*, on December 7, 2022, increasing the surcharge provided for therein and to pass such increase on to the City of LaVerkin, Utah ("City" or "the City"), as set forth herein, by assessing an Excess Water Use Surcharge to the City, a charge which may be passed on to the end user or retail customer of such water; and it was represented that the District intended to make the assessment and collection of the surcharge (from the City) effective January 2023; and

WHEREAS, after review and consideration of the surcharge fees by City Staff and the City's Water Board, and subsequently by the City Council, it was the considered determination of the LaVerkin City Council that the 2022 Resolution fees, as set forth in the District's December 7, 2022, resolution, are fair, reasonable and commensurate with the value received by those properties upon which said fees are to be assessed, and in the best interests of the City and its residents and businesses.

NOW THEREFORE, BE IT RESOLVED by the LaVerkin City Council that there is hereby established an increased **Excess Water Use Surcharge** to be calculated and assessed as follows:

Section 1. Amount of Excess Water Use Surcharge. For new connections to the district's regional system **connecting on or after January 1, 2023** ("New Connections"), Excess Water Use Surcharge established in "A Resolution of the Washington County Water Conservancy District Board of Trustees Authorizing an Increase in the Water Development Surcharge for Excess Water Use," adopted by the Board on December 1, 2021 (2021 Resolution), shall be increased to Ten Dollars ($10.00) per thousand gallons of potable water exceeding the thresholds set forth in Sections 2 and 3, below. (The base surcharge of the Water Development Surcharge shall remain at One Dollar and Seventy-Five Cents ($1.75) for all New Connections.)

Section 2. Residential Thresholds. The Excess Water Use Surcharge will be charged monthly for each new residential connection for which water use exceeds the monthly threshold, which varies by type of residential connection and by season, as set forth in the following table:

Residential Thresholds for New Connections

Season	**Winter** (December, January, February)	**Spring** (March, April)	**Summer** (May, June, July, August, September)	**Fall** (October, November)
Residential Connection	8,000 gallons per month	15,000 gallons per month	20,000 gallons per month	15,000 gallons per month
Potable and Non-Potable Residential Connections	8,000 gallons per month	8,000 gallons per month	8,000 gallons per month	8,000 gallons per month

Section 3. Non-Residential Thresholds. The Excess Water Use Surcharge will be charged monthly for each new non-residential connection for which water use exceeds the monthly threshold, which varies by meter size as set forth in the following table:

Non-Residential Thresholds for New Connections

Meter Size	Monthly Threshold
3/4" meter	36,000 gallons per month
1" meter	80,000 gallons per month
1.5" meter	260,000 gallons per month
2" meter	420,000 gallons per month
3" meter	850,000 gallons per month
4" meter	1,400,000 gallons per month
6" meter	2,600,000 gallons per month
8" meter	4,200,000 gallons per month

Section 4. Allocation of Revenue. To help cover administrative costs of collecting the excess water use surcharge for New Connections provided for herein, the City shall withhold and retain ten percent (10%) of the proceeds from the excess water use surcharge for New Connections. The City shall remit the remaining ninety percent (90%) of the proceeds to the District to be budgeted in the appropriate fund for water conservation.

Section 5. Incorporation of the Provisions of Resolution R-2022-18. All provisions of **Resolution R-2022-18** are incorporated herein as though fully set forth, and shall remain in effect with regards to water connections covered by this Resolution.

BE IT FURTHER RESOLVED that (a) if any part of this resolution shall be declared invalid, such declaration shall not affect the validity of the remainder of this resolution; (b) all resolutions or policies in conflict herewith are hereby repealed to the extent of any such conflict; and (c) 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).

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2023.

_____
KELLY WILSON, Mayor

ATTEST:

_____
CHRISTY BALLARD, City Recorder

TELECOMMUNICATIONS FRANCHISE AGREEMENT
BETWEEN La VERKIN, UTAH
AND FIF St. George, LLC

THIS TELECOMMUNICATIONS FRANCHISE AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2022 (the "Effective Date") by and between **La Verkin City**, a municipal corporation and political subdivision of the State of Utah, with principal offices at **435 North Main Street, La Verkin, UT 84745** (the "City") and **FIF St. George, LLC (d/b/a InfoWest)**, a telecommunications corporation with its principal offices at **435 E Tabernacle St, St. George, Utah 84770** (the "Provider"). The CITY and the PROVIDER may sometimes be referred to herein collectively as the "Parties".

RECITALS

WHEREAS, the Provider desires to provide telecommunications services within the City and, in connection therewith, to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City which consists of telecommunication lines, cables, and all other necessary appurtenances (the "System"); and

WHEREAS, after extensive consideration, the City, in exercising its management of public rights-of-way, has determined that it is in the best interest of the public to provide the Provider a non-exclusive franchise agreement to operate a telecommunications network within the City; and

WHEREAS, the City and the Provider have negotiated an arrangement whereby the Provider may provide its services within the City pursuant to the terms and conditions outlined in the Agreement and all applicable City ordinances, and subject to the further reasonable regulation under the City's police and other regulatory power.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

ARTICLE I
FRANCHISE AGREEMENT

1.1 Agreement. Upon approval by the City Council and execution by both Parties, this Agreement shall be deemed to constitute a binding contract by and between the City and the Provider.

1.2 Grant of Franchise. The City, through this Agreement, hereby grants to the Provider the non-exclusive right, privilege, and franchise to install, repair, maintain, remove and replace its telecommunications system on, in, under, over and across the present and future public rights-of-way in the City in order to provide services.

1.3 Licenses. The Provider hereby acknowledges that it has, or will, obtained any and all necessary approvals, licenses or permits required by federal, state and local law to provide telecommunication services consistent with the provisions of this Agreement.

1.4 Financial Capability. The Provider hereby warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.

1.5 Relationship of Parties. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship.

1.6 Pole Attachments. This franchise grants to the Provider the right to use City poles, conduit, or other facilities. Provider must work with the city for approval of such use.

ARTICLE II
FRANCHISE FEE

2.1 Franchise Fee.

a. This agreement is subject to the Utah Municipal Telecommunications License Tax Act Title 10, Chapter 1, Sections 401 through 410, Utah Code Annotated, 1953 as amended, enrolled at the time this agreement is signed or as may be amended. Provider shall pay the City's municipal telecommunications license tax of a rate up to **State Regulation** of the gross receipts from telecommunications service attributed to the municipality. Said tax shall be paid through the Utah State Tax Commission.

b. All payments shall be made to the Utah State Tax Commission, whose current address is as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

c. Payments are due to the Utah State Tax Commission within forty-five (45) days after receipt by the Provider. Interest shall accrue on late payments at the rate of 1 ½% per month until paid. Compliance by the Provider with the terms and provisions of the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

d. The City and the Provider hereby agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate changes in the Franchise Fee including payment provisions; provided, however, such new or changed provisions shall substantially confirm with the provisions contained in any permits held by other similarly situated companies.

e. City shall have access to any and all of Provider's business records upon reasonable notice for the purpose of auditing compliance with the above tax provisions.

f. The Provider hereby represents to the City that one of the purposes for entering into this Agreement is to obtain authority to build a network within the City to provide telecommunication services to customers within the City.

2.2 Equal Treatment. The City hereby agrees that if any service forming part of the base for calculating the Franchise Fee under this Agreement is, or becomes, subject to competition from a third party, the City will either impose and collect from any such third party a fee or tax on gross revenues from such competing service in the same percentage identified herein, plus the percentage specified as a utility revenue tax or license fee in the then-current ordinances of the City, or to waive collection of the fee(s) provided for herein that are subject to such competition.

ARTICLE III
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to the Provider herein shall be for a period of Fifteen (15) years commencing on the Effective Date first set forth above in this Agreement unless this Agreement is terminated sooner as provided herein. At the end of the initial Fifteen (15) year term of this Agreement, the franchise granted herein may be renewed by the City and the Provider upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term, by the Provider providing to the City's representative designated herein written notice of the Provider's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of Provider upon Expiration or Revocation. Upon expiration of this Agreement, whether by lapse of time, by agreement between the Parties, or by revocation or forfeiture, the Provider shall have the right to remove from the City' s rights-of-way any and all of its system; however, in such an event, it shall be the duty of the Provider, immediately upon such removal, to restore the rights-of-way for which such system is removed to as good a condition as the same was before the removal was affected.

3.3 Rights of City upon Expiration or Revocation. Upon expiration of the term of this Agreement, forfeiture, or lawful revocation of this Agreement, and if no renewal or extension thereof is agreed upon, the Provider may, at the discretion of the City Council, be required, in part or entirely, to remove all its wires, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the franchise. Alternatively, the removal or sale of such facilities and equipment may be directed, limited, or conditioned by the City by agreement between the Parties or through means of other lawful municipal power or right. The City may continue to invoke any or all provisions of this franchise Agreement against the Provider or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Provider shall work together to take all other actions deemed by the City as necessary and proper to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Provider.

ARTICLE IV
USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

4.1 Franchise Rights to Use the Public Rights-of-Way. The Provider shall have the right to use the public rights-of-way within the City to construct and maintain its network subject to the conditions set forth in this Agreement; provided, however, that the Provider shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or

wires on, in, under, along, over, across or within any right-of-way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the City. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose. In addition, the Provider shall have the right to utilize any easements across private property granted to the City for utility purposes; provided, however, that the Provider obtain the City's prior written permission in each case and the documents granting any such easements to the City to authorize such use. The Provider specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Agreement extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. The Provider is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right of-way, and the Provider remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

4.2 Provider Duty to Relocate; Subordination to City Use. Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Provider or the Provider' s successors in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Provider, upon notice of such requirement and written demand made of the Provider, and within a reasonable time thereof, but not less than thirty (30) calendar days, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Provider shall be at no cost to the City; provided, however, that the Provider and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Provider to install or relocate its lines underground shall be subject to the provisions of Article IV, Paragraph 4.4 below. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Provider may be entitled for work done by the Provider pursuant to this Paragraph shall be the property of the Provider. The City shall assign or otherwise transfer to the Provider all rights the City may have to recover costs for such work performed by the Provider and shall reasonably cooperate with the Provider' s efforts to obtain reimbursement. In the event the City has required the Provider to relocate its facilities to accommodate a private third party, the City shall use good faith to require such third party to pay the costs of any such relocation. Notwithstanding anything to the contrary herein, the Provider' s use of the right-of-way shall in all matters be subordinate to the City' s use of the right-of-way for any public purpose. The City and the Provider shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the

facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvements.

4.3 Duty to Obtain Approval to Move Provider Property; Emergencies. Except as otherwise provided herein, the City, without the prior written approval of the Provider, shall not intentionally alter, remove, relocate, or otherwise interfere with any Provider facilities. Approval by Provider will not be unreasonable withheld. However, if it becomes necessary (in the judgment of the Mayor, City Council, City Engineer, Fire Chief, Police Chief, or their designees) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Provider because of a fire, emergency, disaster, or other imminent threat thereof, these acts may be done without prior written approval of the Provider, and the repairs thereby rendered necessary shall be made by the Provider, without charge to the City. Should the City take actions pursuant to this section, the Provider shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Provider' s property; and/or (b) interruptions of telecommunications services provided by the use of or through the Provider' s property (including telecommunications services provided by the Provider to the Provider' s customers), whether such claims, demands, liens, or liability arise from or are brought by the Provider, its insurers, the Provider' s customers, or third parties. If, however, the City requests emergency funding reimbursement from federal, state or other governmental sources, the City shall include in its request the costs incurred by the Provider to repair facilities damaged by the City in responding to the emergency. Any funds received by the City on behalf of the Provider shall be paid to the Provider within thirty (30) business days.

4.4 Location to Minimize Interference. All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Provider shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and open property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, rights-of-way, or public property.

4.5 Repair of Damage. If, during the course of work on its facilities, the Provider causes damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Provider, at its own cost and expense and in a manner approved by the City, shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement, or other public property to its previous condition in accordance with applicable City ordinances, policies and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in cases of emergency, the Provider, prior to commencing work in the public way, street or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Provider shall also be required to obtain a road break permit from the Public Works

Department. Such permit shall not be unreasonably withheld. The Provider shall abide by all reasonable regulations and requirements of the City for such work.

4.6 Guarantee of Repairs. For a period of twenty-four (24) months following the completion of the repair work performed pursuant to Paragraph 4.5 above, the provider shall maintain, repair, and keep in good condition those portions of said streets, alleys, rights-of-way, or public property restored, repaired or replaced to the satisfaction of the City. Provider will comply with all applicable City Ordinances related to the posting of bonds and guarantee of repairs.

4.7 Safety Standards. It shall be the Provider' s responsibility to ensure that the Provider' s work, while in progress, be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations or standards imposed by law including, but not limited to, signage in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.8 City Supervision. The Provider shall construct, operate, and maintain its network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other agency having jurisdiction over the operations of the Provider. The Provider' s network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided, however, that such inspection shall be conducted at reasonable times and upon reasonable notice to the Provider.

4.9 Provider's Duty to Remove Network.

a. The Provider shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the network when one or more of the following conditions occur:

i. This franchise grant is terminated or revoked pursuant to notice as provided herein; or

ii. This franchise grant expires pursuant to the terms of this Agreement.

b. The removal of any or all of the network by the Provider that requires trenching or other opening of the City's streets shall be done only after the Provider complies with applicable City Ordinances related to opening City Streets.

c. The Provider shall receive notice in writing from the City setting forth one (1) or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days from the date upon which said notice is received to remove or abandon such facilities.

4.10 Notice of Closure of Streets. Except in cases of emergency, the Provider shall notify the City not less than three (3) business days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street closure which reduces traffic flow to less than two (2) lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Provider, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Paragraph 4.7 above, and the City shall receive no less than 48 hours' notice of said closure.

4.11 Agreement to Abide by Construction and Technical Requirements. In addition to the provisions of this Article 4, the Provider expressly agrees to comply with all other provisions of City governing the construction and technical requirements of the Provider' s network and system.

ARTICLE V
POLICE POWERS

5.1 Police Powers. The City hereby expressly reserves, and the Provider hereby expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE VI
SEVERABILITY

6.1 Severability. If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated

portion is considered a material consideration for entering into this Agreement, the Parties shall negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage its rights-of-way in a manner similar to that provided in this Agreement and the City's excavation ordinance. For the Provider, "material consideration" is its ability to use the rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement and the City's excavation ordinance.

ARTICLE VII
EARLY TERMINATION; REVOCATION OF FRANCHISE; OTHER REMEDIES

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

a. The Provider fails to make timely payments of the Franchise Fee as required under Article II of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the City of such failure;

b. The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider' s control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after a hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the non-compliance was not the intentional or negligent act or omission of the Provider;

c. The Provider becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be should under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) calendar days; or

d. In furtherance of the Provider' s policy or through acts or omissions done within the scope and course of employment, a director or officer of the Provider knowingly engages in conductor makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

ARTICLE VIII
NOTICES

8.1 City Designee and Address. The Mayor of the City or his/her designee(s) shall serve as the City' s representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the Provider to the City pursuant to or concerning this Agreement shall be delivered to the City's representative at **435 North Main Street, La Verkin, UT 84745**, or other such officer and address as the City may designate by written notice to the Provider.

8.2 Provider Designee and Address. Unless otherwise specified herein, all notices from the City to the Provider pursuant to or concerning this Agreement shall be delivered to **435 E Tabernacle St, St. George Utah, 84770;** with a copy to General Counsel at the same address.

8.3 Failure of Designee. The failure or omission of the City' s or the Provider' s representative to act shall not constitute any waiver or estoppel by the City or the Provider.

ARTICLE IX
INSURANCE AND INDEMNIFICATION

9.1 No Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or business loss (whether direct, indirect, or consequential), or any injury to or death of any person(s) that may occur in the construction, operation, or maintenance by the Provider of any of its lines and appurtenances hereunder, except to the extent of the City' s own negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

9.2 Provider Indemnification of City. The Provider shall indemnify and, at the City' s option, defend and hold the City, its elected and appointed officers, agents, and employees thereof, harmless from and against any and all claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the exercise by the Provider of the related rights, or from the operations of the Provider within the City, and shall pay the costs of

defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Provider' s negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement including construction, operation and maintenance of telecommunications lines and appurtenances, whether or not any such use, act or omission complained of is authorized, allowed, or prohibited by this Agreement.

9.3 Notice of Indemnification. The Provider shall give prompt written notice to the City of any claim, demand or lien that may result in a lawsuit against the City. The City shall (i) give prompt written notice to the Provider of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (ii) unless, in the City' s sole judgment, a conflict of interest may exist between the City and the Provider with respect to such claim, demand or lien, permit the Provider to assume the defense of such claim, demand or lien with counsel satisfactory to the City. If such defense is not assumed by the Provider, the Provider shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its elected or appointed officers, agents, or employees.

9.4 Insurance. The Provider shall file a Certificate of Insurance with the City prior to commencing any action pursuant to this Agreement, and shall at all times thereafter maintain in full force and effect, at its sole expense, an acceptably policy or policies which have one (1) of the three (3) highest or best rating from the Alfred M. Best Company of liability insurance, including comprehensive liability insurance. The policy(ies) shall name the City as an additional insured and in their capacity as such, also the City' s elected and appointed officers, agents, and employees. Policies of insurance shall be in the minimum single limit amount of two million dollars ($2,000,000) per occurrence. The insurer(s) shall be authorized to write the required insurance in the State of Utah. The policy(ies) of insurance shall be maintained by the Provider in full force and effect during the full term of this franchise Agreement. Each policy of insurance shall contain a statement on its face that the insurer(s) will not cancel the policy or fail to renew the policy, whether for nonpayment of premium or otherwise, and whether at the request of the Provider or for other reasons, except after thirty (30) calendar days' advance written notice mailed by the insurer(s) to the City, and that such notice shall be transmitted postage prepaid.

9.5 City's Right to Intervene. In any suit in which the City is named as a party and which seeks indemnification from the Provider, and in which the City, in its own reasonable discretion, believes that a conflict of interest with the Provider exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Provider shall reimburse the City for

all reasonable attorneys' fees including those employed by the City in such case (s), as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit(s), whether such suit(s) are successfully defended, settled, compromised, or fully adjudicated against the City.

9.6 No Creation of Private Cause of Action. The provisions set forth herein are not intended to create liability for the benefit of third parties, but is solely for the benefit of the Provider and the City. In the event any claim is made against the City that falls under these indemnity provisions and a court of competent jurisdiction should adjudge, by final decree, that the City is liable therefore, the Provider shall indemnify and hold the City harmless of and from any such judgment or liability, including any court costs, expenses, and attorneys' fees incurred by the City in defense thereof. Nothing herein shall be deemed to prevent the Parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not, under any circumstances, relieve the Provider from its duty of defense against liability or paying any judgment entered against such party.

9.7 Performance Bonds and/or Cash Bonds and other Surety. To ensure completion of the Provider' s performance of its obligations hereunder, the Provider shall furnish to the City a performance bond and/or cash bond from an insurer or guarantor that is acceptable to the City prior to commencing any action pursuant to this Agreement. At the City's sole discretion, and based on the project, a performance bond and/or cash bond may be required.

ARTICLE X
REMEDIES

10.1 Duty to Perform. The Provider and the City hereby agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

10.2 Remedies at Law. In the event the Provider or the City fail to fulfill any of their respective obligations under this Agreement, the City or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

10.3 Third Party Beneficiaries. The benefits and protections provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a Party hereto and shall not be construed in any

respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a Party hereto.)

10.4 Reserved Rights. Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

10.5 Force Majeure. The Provider shall not be held in default or non-compliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond the Provider' s ability to control; however, the Provider shall not be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the City to enforce such prompt compliance.

10.6 No Waiver. Nothing herein shall be construed as to imply that the City waives any right, payment, or performance based on future legislation where said legislation impairs this Agreement in violation of the United States or Utah Constitutions.

ARTICLE XI
TRANSFER OF FRANCHISE

11.1 Written Approval Required to Transfer. The Provider shall not transfer or assign any rights under this Agreement or the franchise granted herein to another entity unless the City first gives its approval in writing, which approval shall not be unreasonably withheld or delayed; provided, however, that the Provider may fully assign the franchise contained herein to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the franchise as property subject to the liens of the Provider' s mortgages or other security interests shall not constitute a transfer or assignment. A lease of the Provider' s system to a third party shall not constitute a transfer or assignment of the franchise for purposes of this Agreement. Any attempted assignment or transfer without such prior written consent shall constitute a default of the franchise and this Agreement. In the event of such a default, the City shall proceed according to the procedures set forth in this Agreement and any applicable state, federal or local law.

11.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of the Provider' s franchise is scheduled to become effective, the Provider shall petition in writing for the City Councils written consent for such a proposed assignment or transfer. The City shall not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City Council may consider the following:

a. Experience of the proposed assignee or transferee (including conducting an investigation of the proposed assignee or transferee's service record in other communities);

b. Qualifications of the proposed assignee or transferee;

c. Legal integrity of the proposed assignee or transferee;

d. Financial ability and stability of the proposed assignee or transferee;

e. The corporate connection, if any, between the Provider and the proposed assignee or transferee; and

f. Any other aspect of the proposed assignee's or transferee's background which could affect the health, safety and welfare of the citizenry of the City as it relates to the operation of a telecommunication network.

11.3 Certification of Assignee. Before an assignment or transfer is approved by the City Council, the proposed assignee or transferee shall execute an affidavit acknowledging that it has read, understands, and intends to abide by this franchise Agreement.

11.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of the Provider, except that an assignment or transfer shall not relieve the Provider of its liabilities under this franchise Agreement until the assignment actually takes place or unless specifically relieved by federal, state, or local law, or unless specifically relieved by the City Council at the time an assignment or transfer is approved.

11.5 Transfer upon Revocation by the City. The Provider and the City hereby agree that in the event of a lawful revocation of this franchise, at the Provider's request, which shall be made in the Provider's sole discretion, the Provider shall be given a reasonable opportunity to effectuate a transfer of its network to a qualified third party. The City further hereby agrees that during such a period of time, it shall authorize the Provider to operate pursuant to the terms of its prior franchise Agreement; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If, at the end of that six (6) month period, the Provider is unsuccessful in procuring a qualified transferee or assignee of its network which is reasonably acceptable to the City, the Provider and the City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that the Provider's continued operation of its network during the six (6) month period shall not be deemed to be a waiver or extinguishment of any rights of either the City or the Provider.

Notwithstanding anything to the contrary set forth herein, neither the City nor the Provider shall be required to violate federal or state law.

11.6 Abandonment of Facilities by the Provider. The Provider, with the consent of the City, may abandon any underground facilities in place, subject to the requirements of the City. In such an event, the abandoned network shall become the property of the City, and the Provider shall have no further responsibilities or obligations concerning those facilities.

ARTICLE XII
GENERAL PROVISIONS

12.1 Binding Agreement. The Parties hereby represent that (i) when executed by their respective parties, this Agreement shall constitute all the legal and binding obligations of the Parties pertaining to the subject matter contained herein; and (ii) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs and successors, administrators and assigns of each of the Parties.

12.2 Governing Law. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Utah. All disputes resulting in legal action shall be governed by the laws of the State of Utah. Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Washington County, State of Utah or in any other successor district court of competent jurisdiction.

12.3 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder of this agreement from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

12.4 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the Parties hereto and replaces any previous agreement, understanding or negotiation between the Parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the Parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year set forth above.

LA VERKIN CITY, UTAH

_____

Kelly Wilson, MAYOR
Santa Clara City Corporation

Date: _____

ATTEST:

_____

Christy Ballard, CITY RECORDER

STATE OF UTAH)
: Ss.
COUNTY OF WASHINGTON)

This is to certify that on the ____ day of _____, 2022, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Kelly Wilson, known to me to be the Mayor of La Verkin City Corporation, and, Christy Ballard known to me to be the City Recorder of La Verkin City Corporation, and acknowledged to me that the said _____ and the said _____ executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

_____

NOTARY PUBLIC

_____

By: _____

Titles: _____

Date: _____

STATE OF _____)

: Ss.

COUNTY OF _____)

On this ____ day of _____, 2022, _____ personally appeared before me _____, and duly acknowledged to me that he/she signed the above and foregoing document.

_____

NOTARY PUBLIC

By: _____

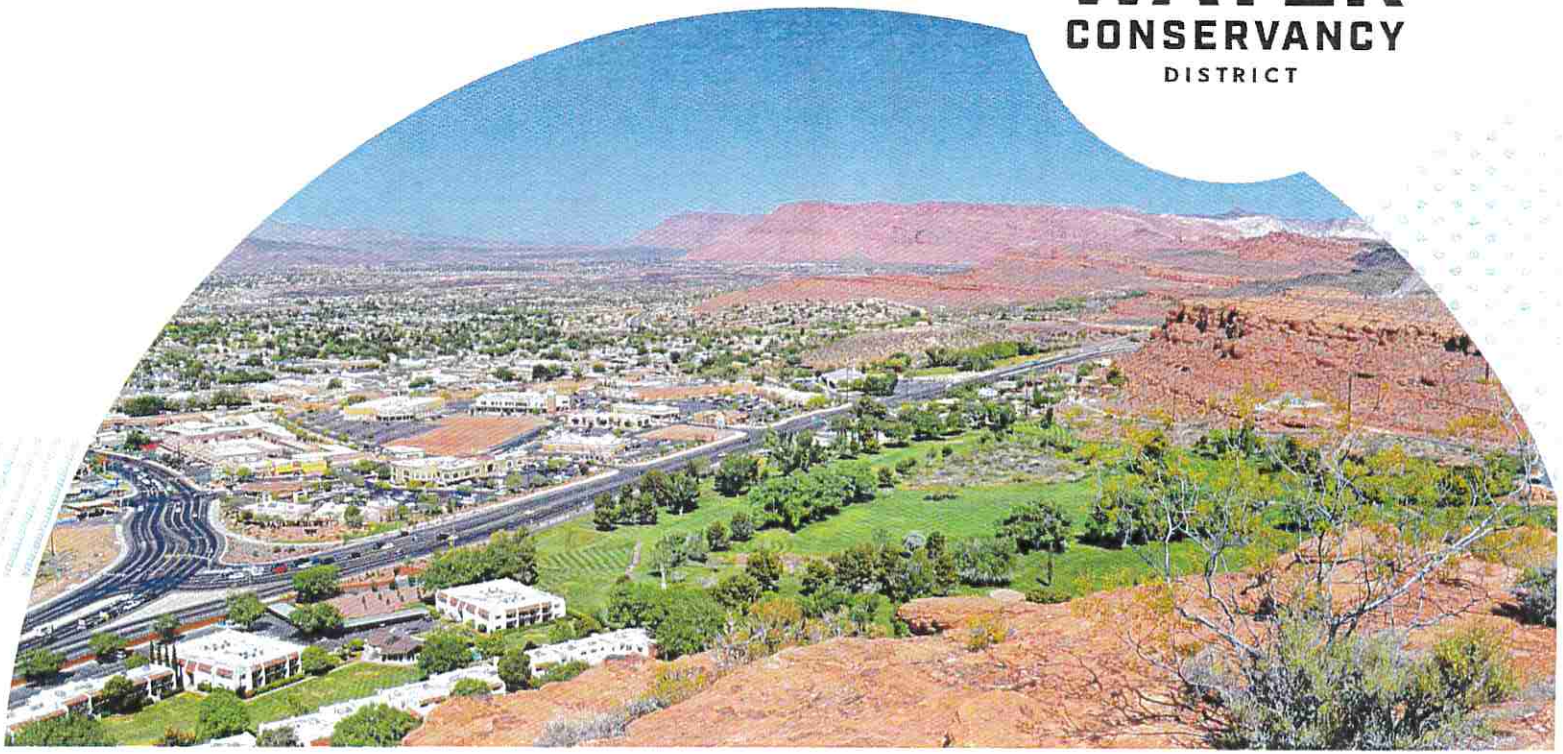
Cassidy Larson - CTO

Company: FIF St. George, LLC (dba InfoWest)

Date: _____

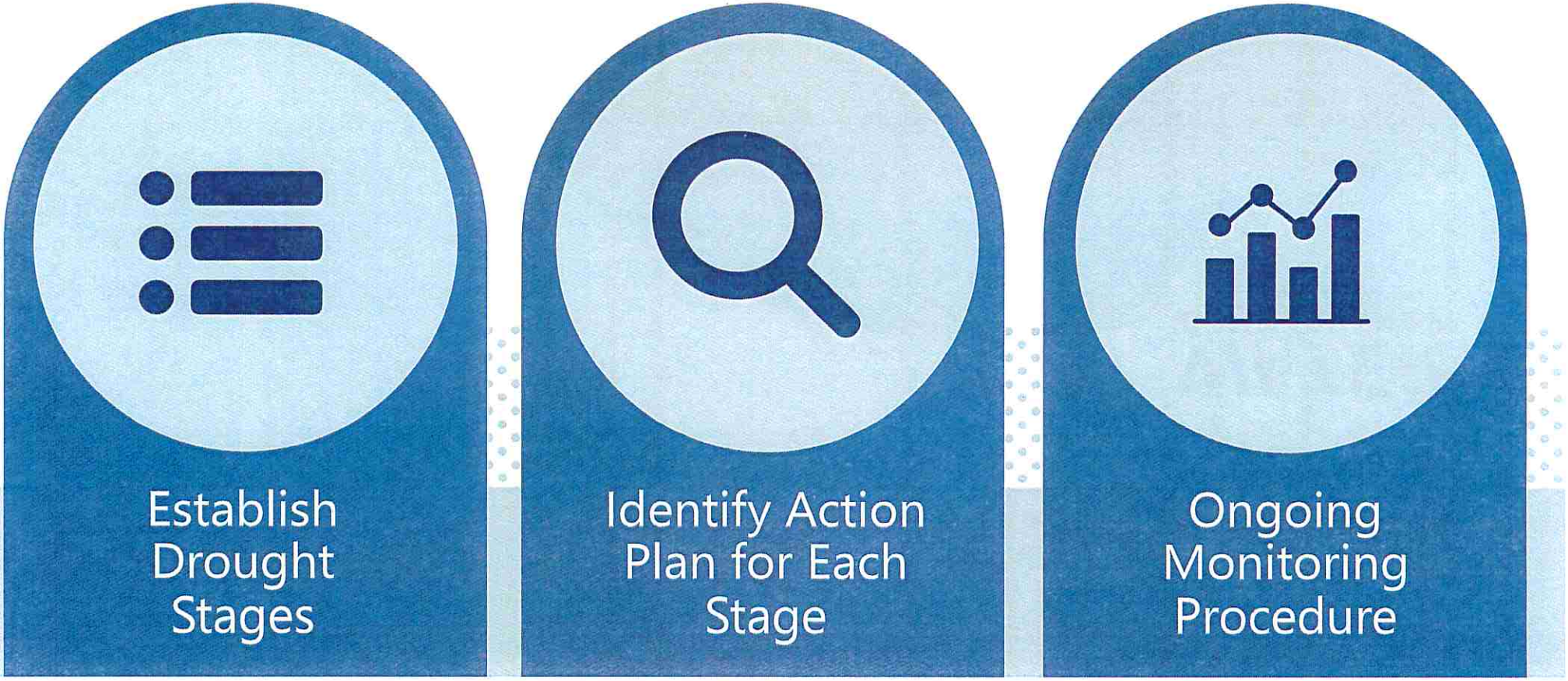
Washington County Water Conservancy District

WASHINGTON COUNTY
WATER
CONSERVANCY
DISTRICT

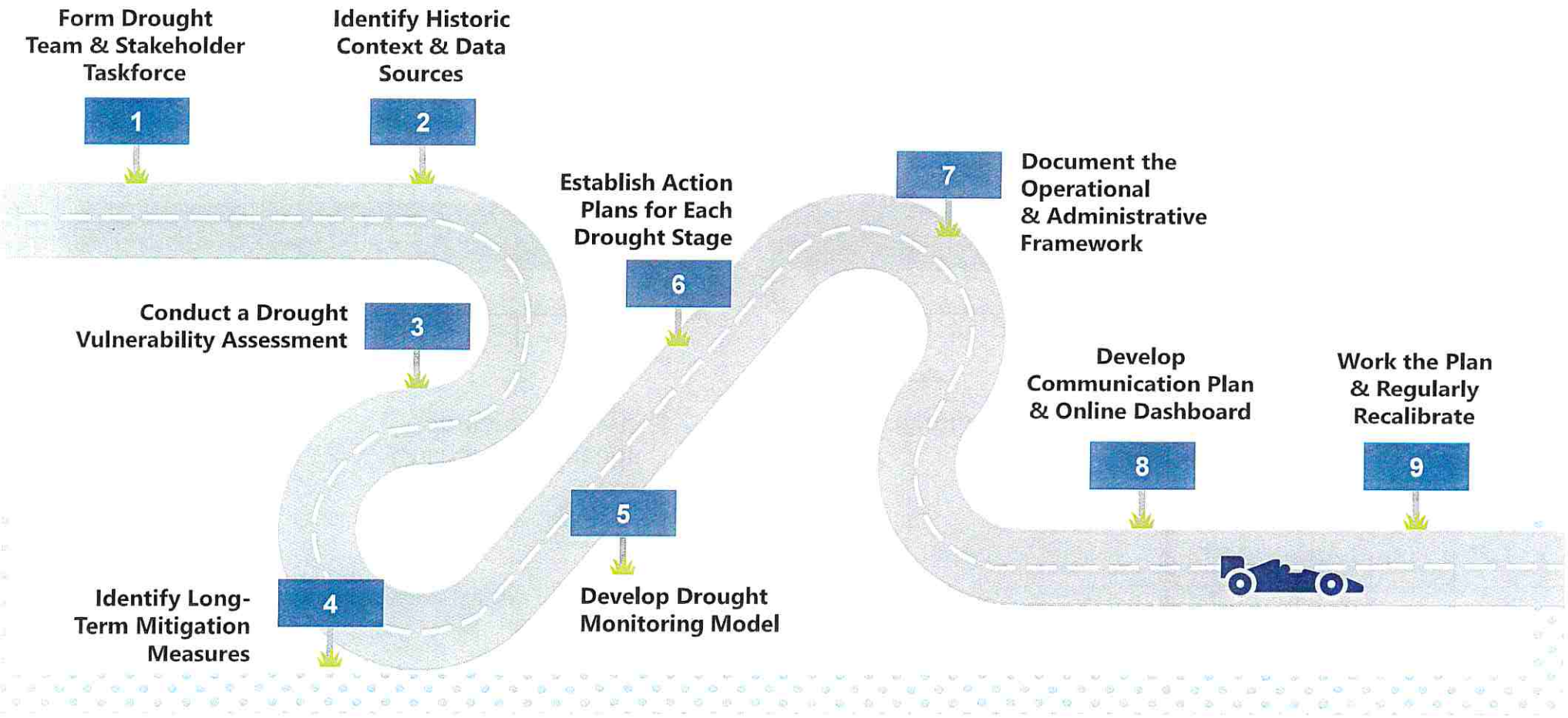


AE2S

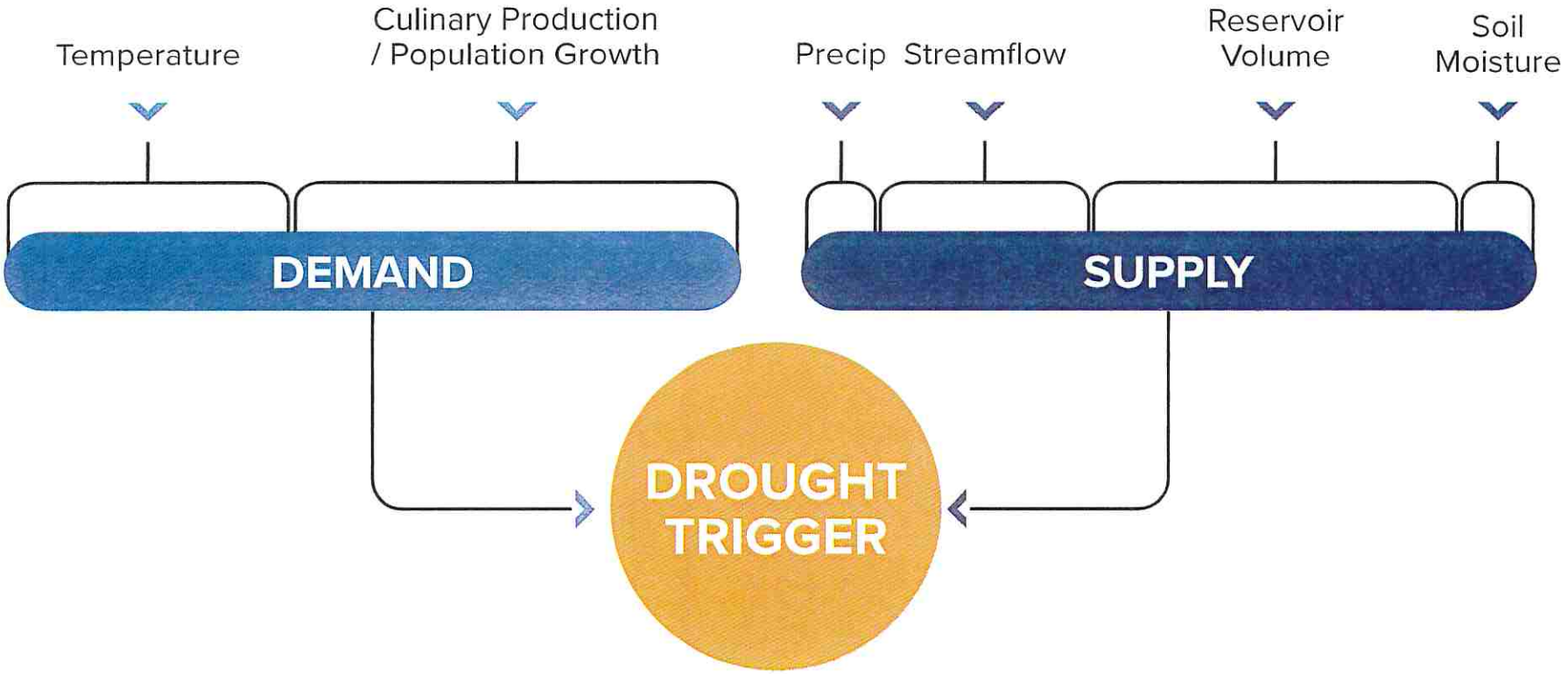
Drought Contingency Planning Components



WaterSmart Framework



Model – Based on Local Data



Drought Stages

WATER AVAILABILITY AND RESPONSE STAGES

	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Water Availability	**NORMAL** Sustainable Supply	**ABNORMALLY DRY** Supply Drawdown	**PROLONGED DROUGHT** Diminished Supply	**ESCALATED DROUGHT** Deteriorated Supply	**EXTREME DROUGHT** Depleted Supply
Response Stage	**CONSERVE**	**CAUTION**	**CONCERN**	**CRISIS**	**CATASTROPHIC**

Historic Drought Model vs Pop. Growth

DROUGHT STAGE

Year	Month 1	2	3	4	5	6	7	8	9	10	11	12
1967	0	0	0	0	0	0	0	0	0	1	0	0
1968	0	0	0	0	0	0	0	0	0	1	1	0
1969	0	0	0	0	0	0	0	1	0	0	0	1
1970	1	1	1	1	1	0	0	0	0	1	0	0
1971	1	1	1	1	0	1	2	0	1	0	0	0
1972	2	2	2	2	2	2	3	1	0	0	0	0
1973	0	0	0	0	0	0	0	0	0	0	0	0
1974	2	2	2	2	2	2	0	2	2	0	0	0
1975	0	0	0	0	0	0	0	0	0	0	0	0
1976	1	1	1	1	1	0	0	1	0	0	1	1
1977	2	2	2	2	1	2	1	1	1	2	2	1
1978	0	0	0	0	0	0	0	0	0	1	0	0
1979	0	0	0	0	0	0	1	0	2	2	0	2
1980	0	0	0	0	0	0	0	0	0	0	0	1
1981	1	1	1	1	1	1	0	0	0	0	1	2
1982	0	0	0	0	0	0	0	0	0	0	0	0
1983	0	0	0	0	0	0	0	0	0	0	0	0
1984	1	1	1	1	0	0	0	0	0	0	0	0
1985	0	0	0	0	1	1	0	2	0	0	0	1
1986	1	1	1	1	1	2	0	2	0	0	0	1
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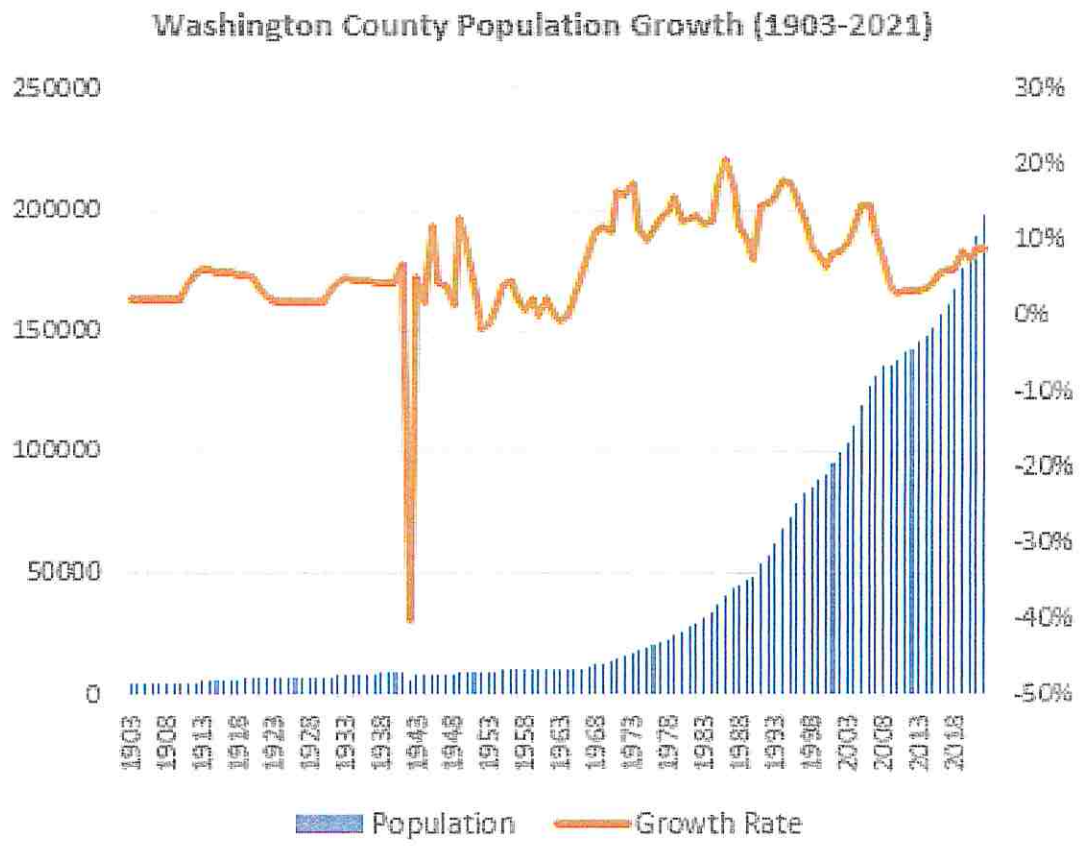
1988	0	0	0	0	0	0	1	0	0	2	1	0
1989	2	2	2	2	2	1	2	0	1	1	2	2
1990	1	1	1	1	1	1	0	0	0	0	0	0
1991	1	1	1	1	1	1	1	1	0	2	0	1
1992	1	2	1	1	0	0	0	0	0	0	0	0
1993	0	0	0	0	0	0	0	0	0	0	0	1
1994	2	1	1	1	1	2	1	2	1	1	1	2
1995	0	0	0	0	0	0	0	0	0	0	0	0
1996	1	1	2	2	2	3	2	3	0	0	0	0
1997	0	1	1	0	1	0	0	0	0	0	0	0
1998	0	0	0	0	0	0	0	0	0	0	0	0
1999	0	0	0	0	0	0	0	0	0	2	2	1
2000	1	0	0	0	0	0	1	1	1	1	0	1
2001	0	0	0	0	0	0	0	0	1	1	0	0
2002	2	2	3	3	3	3	3	3	1	1	1	1
2003	2	2	2	2	3	3	3	2	3	3	1	2
2004	2	2	2	2	2	2	2	2	2	0	0	1
2005	0	0	0	0	1	0	1	0	0	0	0	0
2006	0	0	0	0	0	0	0	0	0	0	0	0
2007	1	2	2	3	3	3	2	2	1	1	3	0
2008	1	1	1	1	1	1	1	2	1	1	1	0
2009	0	0	0	0	0	0	0	0	1	0	1	0
2010	0	0	0	0	0	0	0	0	0	0	0	0
2011	0	0	0	0	0	0	0	0	0	0	0	0
2012	0	0	0	0	0	0	0	0	0	0	1	0
2013	1	1	1	1	1	1	0	0	0	0	0	0
2014	1	1	1	1	1	1	1	0	0	1	1	0
2015	0	0	0	1	0	1	0	1	1	0	0	0
2016	0	0	0	0	0	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	1	0	0	0	0	0
2018	0	0	0	1	2	2	1	1	1	0	0	0
2019	0	0	0	0	0	0	0	0	0	0	0	0
2020	0	0	0	0	0	0	0	2	0	0	0	0
2021	1	1	2	2	1	2	1	1	1	0	1	0
2022	1	1	1	1	1	1	1	0	0	0	0	0



Drought Stages

WATER AVAILABILITY AND RESPONSE STAGES			
Drought Stage	**Residential**	**Municipalities**	**WCWCD**
STAGE 0 CONSERVE	Follow the district's recommended seasonal irrigation schedule. No irrigation in the summer between 10 a.m. and 8 p.m. Repair leaks and water use inefficiencies. Participate in district rebate programs and free community classes.	Encourage/incentivize water wise landscaping. Communicate water consumption data to residents. Model sustainable water use strategies. Encourage restaurants to serve water by request only. Minimize hotel laundry use by encouraging patrons to reuse linens and towels.	Consistently communicate water conservation objectives. Provide public communication materials to all communities. Reinforce sustainable use messaging. Conserve and secure additional water sources for population growth. Develop and maintain infrastructure. Identify and repair leaks. Plan and prepare for future drought.

Drought Stages

WATER AVAILABILITY AND RESPONSE STAGES			
Drought Stage	**Residential**	**Municipalities**	**WCWCD**
STAGE 1 Caution	Reduce irrigation frequency and/or duration. Raise lawn mower blades to 3-4 inches. Voluntary limit indoor water use.	Reduce irrigation of public facilities by 20% Communicate drought conditions to the public. Target indoor conservation messaging to high water users.	Update communications for drought stage. Focus water management to maintain reservoir and aquifer levels. Increase water use education through smart, comparative billing. Monitor groundwater use to avoid depletion

Drought Stages

WATER AVAILABILITY AND RESPONSE STAGES			
Drought Stage	**Residential**	**Municipalities**	**WCWCD**
STAGE 2 Concern	Follow mandatory irrigation schedule; irrigation of only trees and shrubs recommended. Grass installation prohibited. Enhanced monitoring for failing to comply with irrigation schedule and/or other water waste activities. Car washing restricted to commercial facilities. Non-essential draining and refilling of swimming pools prohibited. Reduce indoor water use by 10%.	Reduce irrigation of public facilities by 40%. Restrict construction water use. Prohibit use of misting systems. Prohibit use of ornamental fountains. Raise tiered water rates. Designate staff to assist with enforcement and public outreach.	Provide communication materials to communicate severity of drought stage. Petition State for limitation on aquifer drawdown. Increase leak detection and repair efforts. Begin voluntary transfers of irrigation water right to potable use. Implement indoor water audit incentive program. Suspend non-essential system maintenance activities, including flushing.

Drought Stages

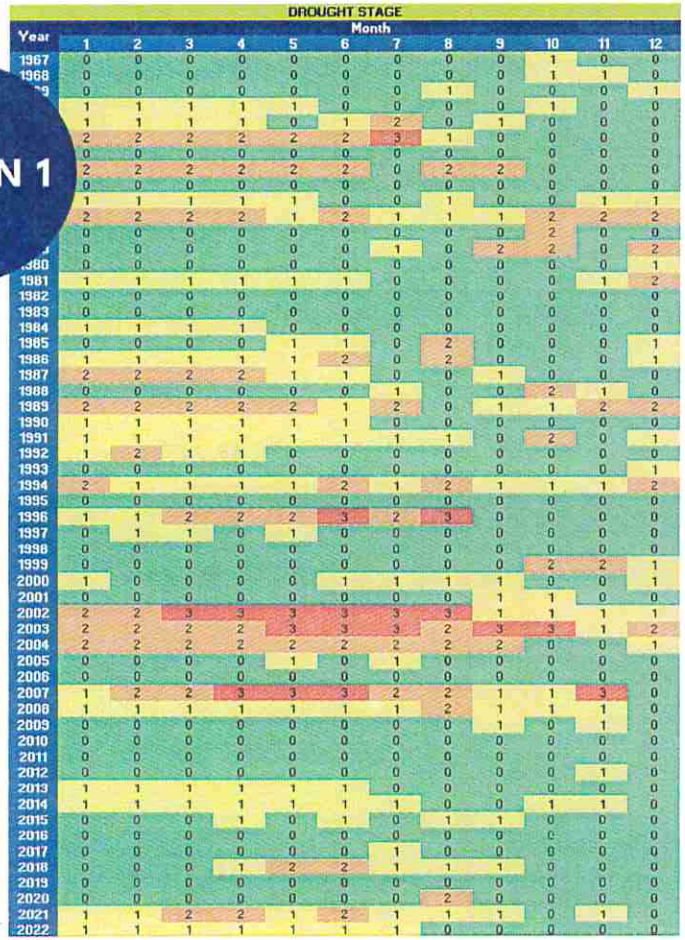
WATER AVAILABILITY AND RESPONSE STAGES			
Drought Stage	**Residential**	**Municipalities**	**WCWCD**
STAGE 3 Crisis	Grass irrigation prohibited; irrigation of trees and shrubs only allowed via drip irrigation or by hand watering. Discourage new landscaping. Conduct water audits. Reduce indoor water use by 20%	Prohibit irrigation of non-functional grass. Implement enforcement measures for failure to comply with conservation measures. Turn off outdoor water features, including recreational water splash pads. Provide indoor water audits. Restrict high commercial water use. Institute a temporary building moratorium. Prohibit use of water for dust control, except as required to protect public health.	Provide crisis communication and enforcement support to municipalities. Rebalance water deliveries by population not limited by delivery contract. Actively negotiate temporary transition of municipal irrigation water rights to supplement potable water supplies.

Drought Stages

WATER AVAILABILITY AND RESPONSE STAGES			
Drought Stage	**Residential**	**Municipalities**	**WCWCD**
STAGE 4 Catastrophic	No outdoor water use. Reduce indoor water use by 30%.	Eliminate all outdoor irrigation. Prohibit recreational water use. Aggressive enforcement including water shutoffs.	Provide emergency communication services. Limit contract water deliveries.

Stage Breakpoint Setup

OPTION 1



DROUGHT STAGE

Year	Month 1	2	3	4	5	6	7	8	9	10	11	12
1967	0	0	0	0	0	0	0	0	0	1	0	0
1968	0	0	0	0	0	0	0	0	0	1	1	0
[illegible]	0	0	0	0	0	0	0	1	0	0	0	1
[illegible]	1	1	1	1	1	0	0	0	0	1	0	0
[illegible]	1	1	1	1	0	1	2	0	1	0	0	0
[illegible]	2	2	2	2	2	2	3	1	0	0	0	0
[illegible]	0	0	0	0	0	0	0	0	0	0	0	0
[illegible]	2	2	2	2	2	2	0	2	2	0	0	0
[illegible]	0	0	0	0	0	0	0	0	0	0	0	0
[illegible]	1	1	1	1	1	0	0	1	0	0	1	1
[illegible]	2	2	2	2	1	2	1	1	1	2	2	2
[illegible]	0	0	0	0	0	0	0	0	0	2	0	0
[illegible]	0	0	0	0	0	0	1	0	2	2	0	2
1980	0	0	0	0	0	0	0	0	0	0	0	1
1981	1	1	1	1	1	1	0	0	0	0	1	2
1982	0	0	0	0	0	0	0	0	0	0	0	0
1983	0	0	0	0	0	0	0	0	0	0	0	0
1984	1	1	1	1	0	0	0	0	0	0	0	0
1985	0	0	0	0	1	1	0	2	0	0	0	1
1986	1	1	1	1	1	2	0	2	0	0	0	1
1987	2	2	2	2	1	1	0	0	1	0	0	0
1988	0	0	0	0	0	0	1	0	0	2	1	0
1989	2	2	2	2	2	1	2	0	1	1	2	2
1990	1	1	1	1	1	1	0	0	0	0	0	0
1991	1	1	1	1	1	1	1	1	0	2	0	1
1992	1	2	1	1	0	0	0	0	0	0	0	0
1993	0	0	0	0	0	0	0	0	0	0	0	1
1994	2	1	1	1	1	2	1	2	1	1	1	2
1995	0	0	0	0	0	0	0	0	0	0	0	0
1996	1	1	2	2	2	3	2	3	0	0	0	0
1997	0	1	1	0	1	0	0	0	0	0	0	0
1998	0	0	0	0	0	0	0	0	0	0	0	0
1999	0	0	0	0	0	0	0	0	0	2	2	1
2000	1	0	0	0	0	1	1	1	1	0	0	1
2001	0	0	0	0	0	0	0	0	1	1	0	0
2002	2	2	3	3	3	3	3	3	1	1	1	1
2003	2	2	2	2	3	3	3	2	3	3	1	2
2004	2	2	2	2	2	2	2	2	2	0	0	1
2005	0	0	0	0	1	0	1	0	0	0	0	0
2006	0	0	0	0	0	0	0	0	0	0	0	0
2007	1	2	2	3	3	3	2	2	1	1	3	0
2008	1	1	1	1	1	1	1	2	1	1	1	0
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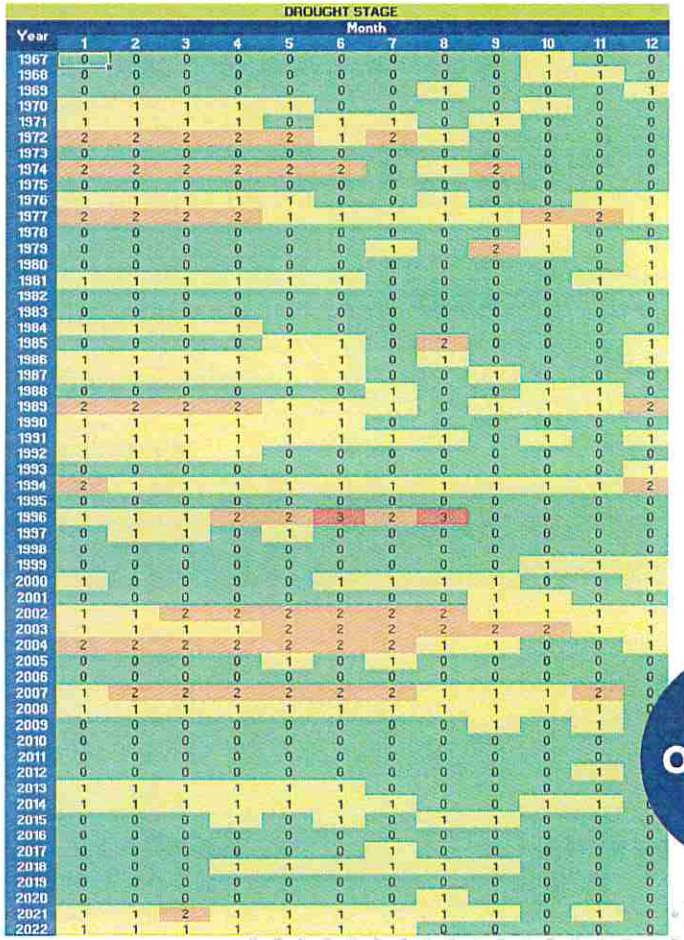
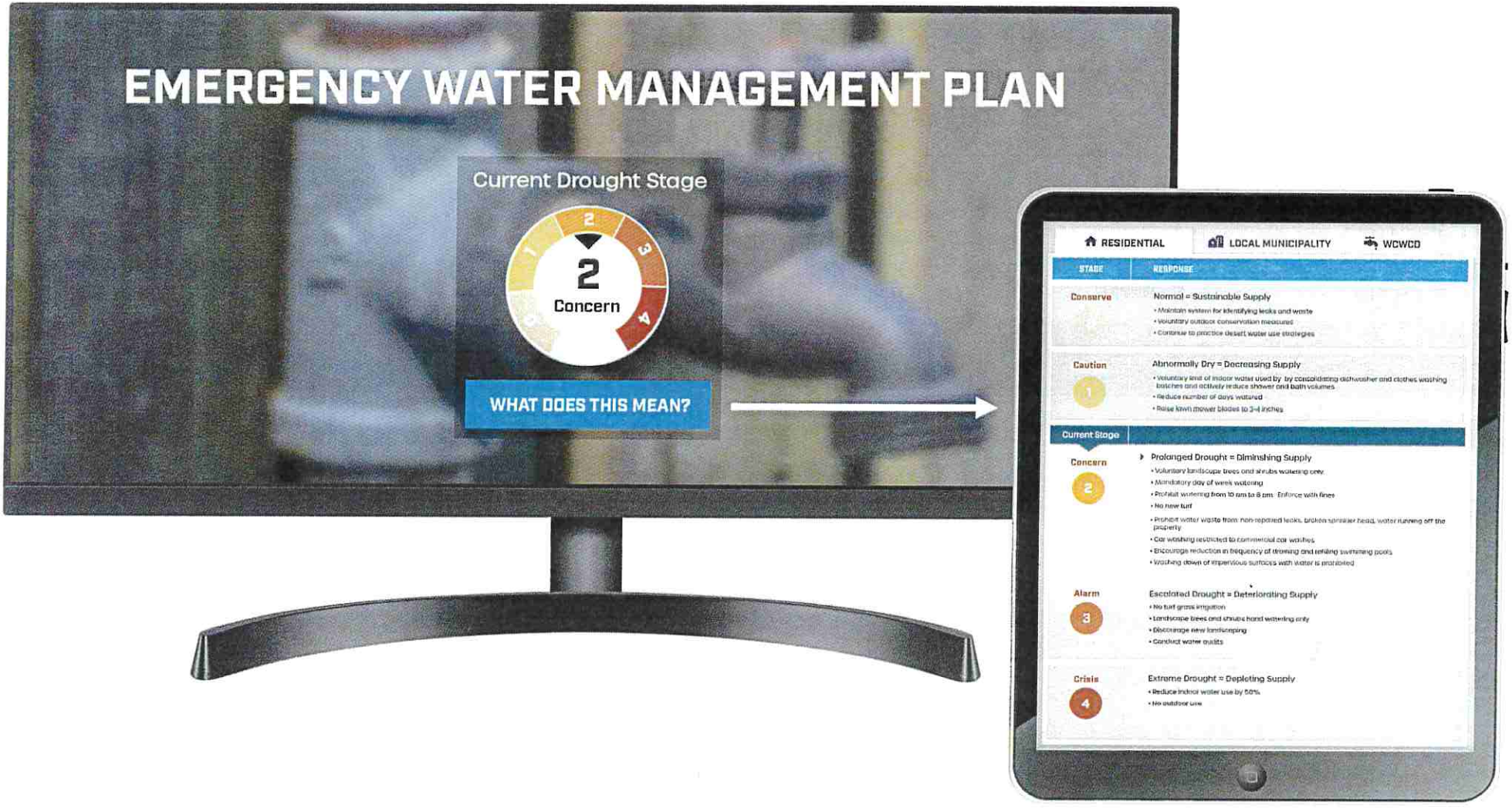
2012	0	0	0	0	0	0	0	0	0	0	1	0
2013	1	1	1	1	1	1	0	0	0	0	0	0
2014	1	1	1	1	1	1	1	0	0	1	1	0
2015	0	0	0	1	0	1	0	1	1	0	0	0
2016	0	0	0	0	0	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	1	0	0	0	0	0
2018	0	0	0	1	2	2	1	1	1	0	0	0
2019	0	0	0	0	0	0	0	0	0	0	0	0
2020	0	0	0	0	0	0	2	0	0	0	0	0
2021	1	1	2	2	1	2	1	1	1	0	1	0
2022	1	1	1	1	1	1	1	0	0	0	0	0



DROUGHT STAGE

Year	Month 1	2	3	4	5	6	7	8	9	10	11	12
1967	0	0	0	0	0	0	0	0	0	1	0	0
1968	0	0	0	0	0	0	0	0	0	1	1	0
1969	0	0	0	0	0	0	0	1	0	0	0	1
1970	1	1	1	1	1	0	0	0	0	1	0	0
1971	1	1	1	1	0	1	1	0	1	0	0	0
1972	2	2	2	2	2	1	2	1	0	0	0	0
1973	0	0	0	0	0	0	0	0	0	0	0	0
1974	2	2	2	2	2	2	0	1	2	0	0	0
1975	0	0	0	0	0	0	0	0	0	0	0	0
1976	1	1	1	1	1	0	0	1	0	0	1	1
1977	2	2	2	2	1	1	1	1	1	2	2	1
1978	0	0	0	0	0	0	0	0	0	1	0	0
1979	0	0	0	0	0	0	1	0	2	1	0	1
1980	0	0	0	0	0	0	0	0	0	0	0	1
1981	1	1	1	1	1	1	0	0	0	0	1	1
1982	0	0	0	0	0	0	0	0	0	0	0	0
1983	0	0	0	0	0	0	0	0	0	0	0	0
1984	1	1	1	1	0	0	0	0	0	0	0	0
1985	0	0	0	0	1	1	0	2	0	0	0	1
1986	1	1	1	1	1	1	0	1	0	0	0	1
1987	1	1	1	1	1	1	0	0	1	0	0	0
1988	0	0	0	0	0	0	1	0	0	1	1	0
1989	2	2	2	2	1	1	1	0	1	1	1	2
1990	1	1	1	1	1	1	0	0	0	0	0	0
1991	1	1	1	1	1	1	1	1	0	1	0	1
1992	1	1	1	1	0	0	0	0	0	0	0	0
1993	0	0	0	0	0	0	0	0	0	0	0	1
1994	2	1	1	1	1	1	1	1	1	1	1	2
1995	0	0	0	0	0	0	0	0	0	0	0	0
1996	1	1	1	2	2	3	2	3	0	0	0	0
1997	0	1	1	0	1	0	0	0	0	0	0	0
1998	0	0	0	0	0	0	0	0	0	0	0	0
1999	0	0	0	0	0	0	0	0	0	1	1	1
2000	1	0	0	0	0	1	1	1	1	0	0	1
2001	0	0	0	0	0	0	0	0	1	1	0	0
2002	1	1	2	2	2	2	2	2	1	1	1	1
2003	1	1	1	1	2	2	2	2	2	2	1	1
2004	2	2	2	2	2	2	2	1	1	0	0	1
2005	0	0	0	0	1	0	1	0	0	0	0	0
2006	0	0	0	0	0	0	0	0	0	0	0	0
2007	1	2	2	2	2	2	2	1	1	1	2	0
2008	1	1	1	1	1	1	1	1	1	1	1	0
2009	0	0	0	0	0	0	0	0	1	0	1	0
2010	0	0	0	0	0	0	0	0	0	0	0	0
2011	0	0	0	0	0	0	0	0	0	0	0	0
2012	0	0	0	0	0	0	0	0	0	0	1	0
2013	1	1	1	1	1	1	1	0	0	0	0	0
2014	1	1	1	1	1	1	1	0	0	1	1	0
2015	0	0	0	1	0	1	0	1	1	0	0	0
2016	0	0	0	0	0	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	1	0	0	0	0	0
2018	0	0	0	1	1	1	1	1	1	0	0	0
2019	0	0	0	0	0	0	0	0	0	0	0	0
2020	0	0	0	0	0	0	0	1	0	0	0	0
2021	1	1	2	1	1	1	1	1	1	0	1	0
2022	1	1	1	1	1	1	1	0	0	0	0	0

OPTION 2


EMERGENCY WATER MANAGEMENT PLAN
Current Drought Stage
1
2
3
4
2
Concern
WHAT DOES THIS MEAN?
RESIDENTIAL
LOCAL MUNICIPALITY
WCWCD
STAGE
RESPONSE
Conserve
Normal = Sustainable Supply
• Maintain system for identifying leaks and waste
• Voluntary outdoor conservation measures
• Continue to practice desert water use strategies
Caution
1
Abnormally Dry = Decreasing Supply
• Voluntary limit of indoor water used by by consolidating dishwasher and clothes washing batches and actively reduce shower and bath volumes
• Reduce number of days watered
• Raise lawn mower blades to 3-4 inches
Current Stage
Concern
2
Prolonged Drought = Diminishing Supply
• Voluntary landscape trees and shrubs watering only
• Mandatory day of week watering
• Prohibit watering from 10 am to 8 pm. Enforce with fines
• No new turf
• Prohibit water waste from non-repaired leaks, broken sprinkler head, water running off the property
• Car washing restricted to commercial car washes
• Encourage reduction in frequency of draining and refilling swimming pools
• Washing down of impervious surfaces with water is prohibited
Alarm
3
Escalated Drought = Deteriorating Supply
• No turf grass irrigation
• Landscape trees and shrubs hand watering only
• Discourage new landscaping
• Conduct water audits
Crisis
4
Extreme Drought = Depleting Supply
• Reduce indoor water use by 50%
• No outdoor use

Current Drought Stage

DATE: 01/31/2023

CURRENT DROUGHT STAGE

1

SCORE DRIVEN BY DEMAND

	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Water Availability	**NORMAL** Sustainable Supply	**ABNORMALLY DRY** Supply Drawdown	**PROLONGED DROUGHT** Diminished Supply	**ESCALATED DROUGHT** Deteriorated Supply	**EXTREME DROUGHT** Depleted Supply
Response Stage	**CONSERVE**	**CAUTION**	**CONCERN**	**CRISIS**	**CATASTROPHIC**

Next Steps

- Consolidate Stakeholder Comments
- Get Bureau of Reclamation Comments
- District Board Approval
- Ongoing Use and Calibration

Questions?

AE2S | Advanced Engineering and Environmental Services, LLC