



HURRICANE CITY

UTAH

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

Power Board
Mac J. Hall, Chair
Tony Certonio
Dave Imlay
Joseph Prete
Kerry Prince
Colt Stratton

Power Board Meeting Agenda

4/3/2024

3:00 PM

Power Department Meeting Room – 526 W 600 N

Notice is hereby given that the Power Board will hold a Regular Meeting in the Power Department Meeting room located at 526 W 600 N, Hurricane, UT. A silent roll call will be taken, along with the Pledge of Allegiance and prayer by invitation.

AGENDA

1. Pledge of Allegiance
2. Prayer
3. Approval of minutes from March 2024

STAFF REPORTS

Scott Hughes/Power Director

Brian Anderson/Transmission & Distribution Superintendent

Mike Ramirez/Service Superintendent

Jared Ross/Substation & Generation Superintendent

BUDGET

1. Budget

OLD BUSINESS

1. Capacity Update
2. Three Falls Substation Update
3. Discussion and possible recommendation for changes to Residential and Commercial Impact Fee Schedules

NEW BUSINESS

1. Discussion and possible recommendation concerning moving infrastructure at 952 W 325 S
2. Discussion about transformers
3. Discussion about line extension approval
4. Discussion and possible recommendation of a Resolution Authorizing a Tax Certificate and Agreement for UAMPS' Firm Power Supply Project; and Related Matters
5. UAMPS Updates
6. **Closed Meeting pursuant to Utah Code Section 52-4-205, upon request**

ADJOURNMENT

The above notice was posted to the Hurricane City website, the Utah State Public Notice Website, and at the following locations:

1. Hurricane City Office – 147 North 870 West, Hurricane, UT
2. US Post Office – 1075 West 100 North, Hurricane, UT
3. Washington County Library (Hurricane Branch) – 36 South 300 West, Hurricane, UT





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1 The Hurricane City Power Board met on March 6, 2024, at 3:00 p.m. at the Clifton Wilson Substation located at
2 526 W 600 N.

3

4 In attendance were Mac Hall, Dave Imlay, Tony Certonio, Colt Stratton, Kerry Prince, Scott Hughes, Brian
5 Anderson, Mike Ramirez, Jared Ross, Chris Shamo, Brent George, TJ Rees, Kyle Fenn, Brayden Rice, Jordan
6 Steglich, Riley Steglich, Jaxon Mackelprang, Dayton Hall, Fred Resch, Bruce & Linda Zimmerman, and Crystal
7 Wright.

8

9 Mac Hall welcomed everyone to the meeting. Colt Stratton led the Pledge of Allegiance and Mac Hall offered
10 the prayer. Dave Imlay motioned to approve minutes from the February 2024 meeting after one modification.
11 Colt Stratton seconded the motion. Motion passed unanimously.

12

13 **Scott Hughes:** Scott Hughes had each Superintendent introduce their crews to the Power Board. The Power
14 Board followed up by introducing themselves to the employees. Scott Hughes passed out a 2024 Power Board
15 Events calendar for scheduling purposes. He then provided updated pie charts with solar amounts added into
16 the resources based on the request made during the February 2024 meeting.

17

18 **Brian Anderson:** Brian Anderson reported on what has been completed at the Hurricane Fields Estates project
19 to this point. We had some circuits reconfigured as part of the re-insulation job. We have updated those
20 circuits so they can be hot in preparation for summer loads. We still have some circuit work to prepare for
21 summer, but some of that work is dependent on the completion of the Three Falls Substation. The 1150 West
22 line was originally 34.5KV, was re-insulated for 138KV and will be energized at 69KV. The Line and Service
23 Crews continue to work together to get projects completed.

24

25 **Mike Ramirez:** Mike Ramirez reported that the Hurricane Fields Estates subdivision was more than a regular
26 job since we're also upgrading the wire through that subdivision to increase that line size. The crews worked
27 together to get a vault installed for the Purgatory Jail Expansion project. Scott Hughes stated one of the City
28 Ordinances details duties of the Power Board. One of those duties is to approve line extensions, so we are
29 looking into bringing that process in line and bringing those requests into the Power Board. Mike Ramirez
30 described the installation of Fastenal vending machines to supply consumables to the crews.

31

32 **Jared Ross:** Jared Ross reported the 4-inch bussing is finished at Three Falls Substation. The jumpers for the
33 transformers, regulators, and reclosers have been run. The control cabling is almost completed. The battery
34 banks are completely installed and wired in. The crews have begun assembling the switch basement.
35 Generator #5 has been returned. It has not been reinstalled yet, but we're glad to have it back. It has been
36 gone since July of 2023 and was reconditioned completely while it was gone.

37

38 **Budget:** Scott Hughes reported on the normal monthly graphs and numbers. Reviewed the budget graphs
39 showing cost of sales vs revenue and the operating margin from last month. He added some new graphs to



40 help answer some of the questions from February's meeting regarding operation costs and expenditure. Colt
41 Stratton and Dave Imlay discussed that it would be nice to see the total fund amount as a line graph or rolling
42 average to see the trend for the overall department fund. Tony Certonio would like to know if we have a set
43 point where we know we need to increase rates. Dave Imlay stated that we had a set point that we created as
44 part of the RP3 designation application. Crystal Wright found the resolution from July 2018 that details the
45 Cash Reserve Fund and Policy for the Power Department. Colt Stratton suggested that since it's a 10-month
46 cash reserve amount that maybe our rolling averages should be on a 10-month basis instead of 12-months.
47

48 **Capacity Update:** Scott Hughes provided an update regarding the capacity issues we've been experiencing
49 mostly out in the southern part of town and what we've been doing to solve this issue.
50

51 **Update on Department of Air Quality (DAQ) Air Permit:** Jared Ross provided the update on the letter that was
52 sent to the Utah Department of Air Quality on February 20, 2024. The letter that was sent was included in the
53 packet and has been accepted by the state. There were improvements needed at the plant for the original
54 permit approval. We have bids out to get a portion of those improvements taken care of including raising the
55 exhaust stack heights. This work is planned to be completed this upcoming budget year. The permit will be
56 good for an additional 18 months while we work on getting those improvements completed. Dave Imlay stated
57 that we could create a presentation showing how much another generator would benefit us as a resource for
58 our load shortage. Mac Hall would like to know how hard a second extension would be to receive from the
59 state. It took over a year to get the initial permit approved. Colt Stratton would like to know if we make the
60 modifications required by the permit if the permit would be approved even without the generator installed.
61 Then we could install that generator when funds allowed it.
62

63 **Appointment of Power Board Vice Chairman:** Mac Hall described the Vice Chairman takes over the meetings
64 when he is not present. Tony Certonio made a motion to appoint Dave Imlay as the Power Board Vice
65 Chairman. Kerry Prince seconded the motion. Motion passed unanimously.
66

67 **Steel Solar 1A Update:** Scott Hughes explained the project and announced that we're officially receiving power
68 from this new project.
69

70 **Discussion on Impact Fee Schedule for Commercial 120/240 Single Phase:** Mike Ramirez mentioned that we
71 are currently in the middle of a Capital Facilities Plan and Impact Fee Study. He has been contacted by
72 communications providers asking for an impact fee lower than our existing 200 Amp Commercial 120/240
73 Single Phase. They are around 30 amps, with their largest cabinet being 100 amps. We are investigating adding
74 an additional rate. Discussion about stating it specifically be for communication control boxes. Tony Certonio
75 stated it could be specific to companies that have an existing franchise agreement with Hurricane City. We will
76 use the information from this discussion to bring this back as an action item on the next agenda.
77

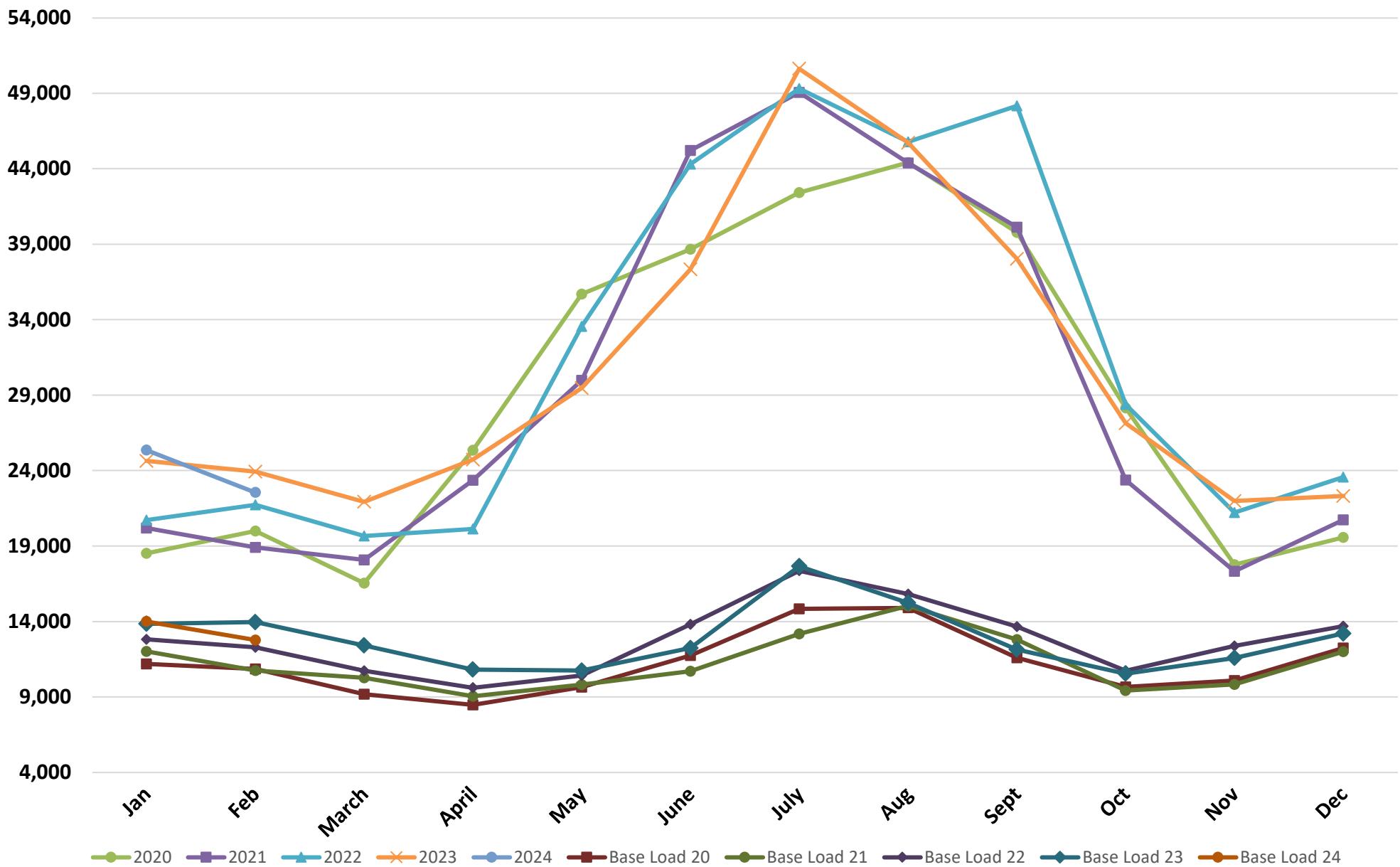
78 **UAMPS Updates:** Scott Hughes reported a lot of information is included in the packet. Unless there are any
79 questions, we will not go over most of that information. UAMPS continues to help us investigate and look for
80 potential power resources. We are very interested in dispatchable power sources.
81

82 Dave Imlay made a motion to move into closed session to discuss potential litigation and/or the value of a
83 project entity asset. Tony Certonio seconded the motion. Motion passed unanimously at 4:55 p.m. Came out
84 of closed session at 5:16 p.m.
85

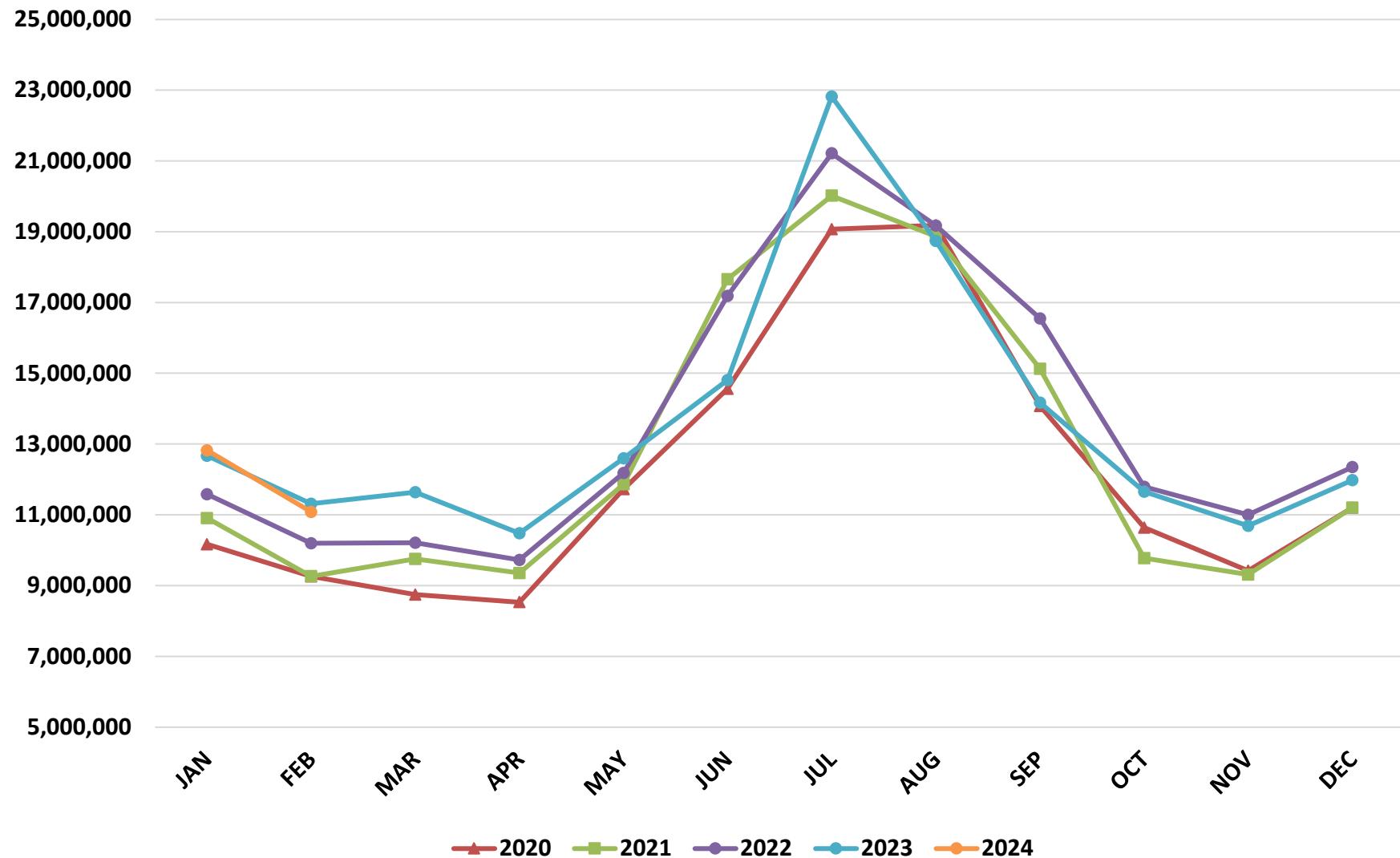
86 Power Board adjourned at 5:18 p.m. The next Power Board Meeting is scheduled for April 3, 2024, at 3:00 p.m.
87

BUDGET

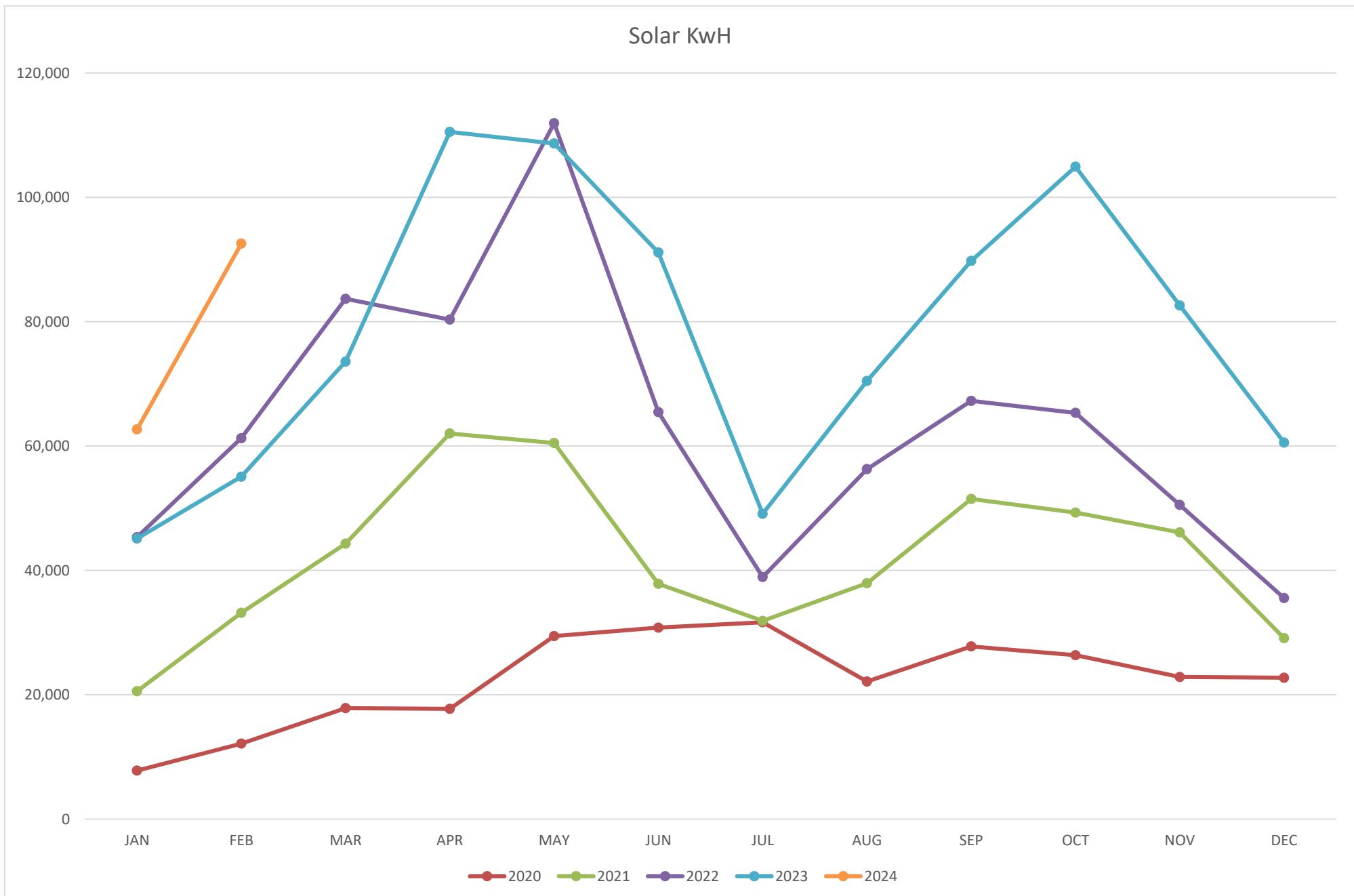
2020 - 2024 KW LOAD



2020 - 2024 KWH LOAD



Solar KwH



AVERAGE YEARLY POWER PRICES

23-24 bdgt amount (thru Jan 2024)
BDGT Year to Date

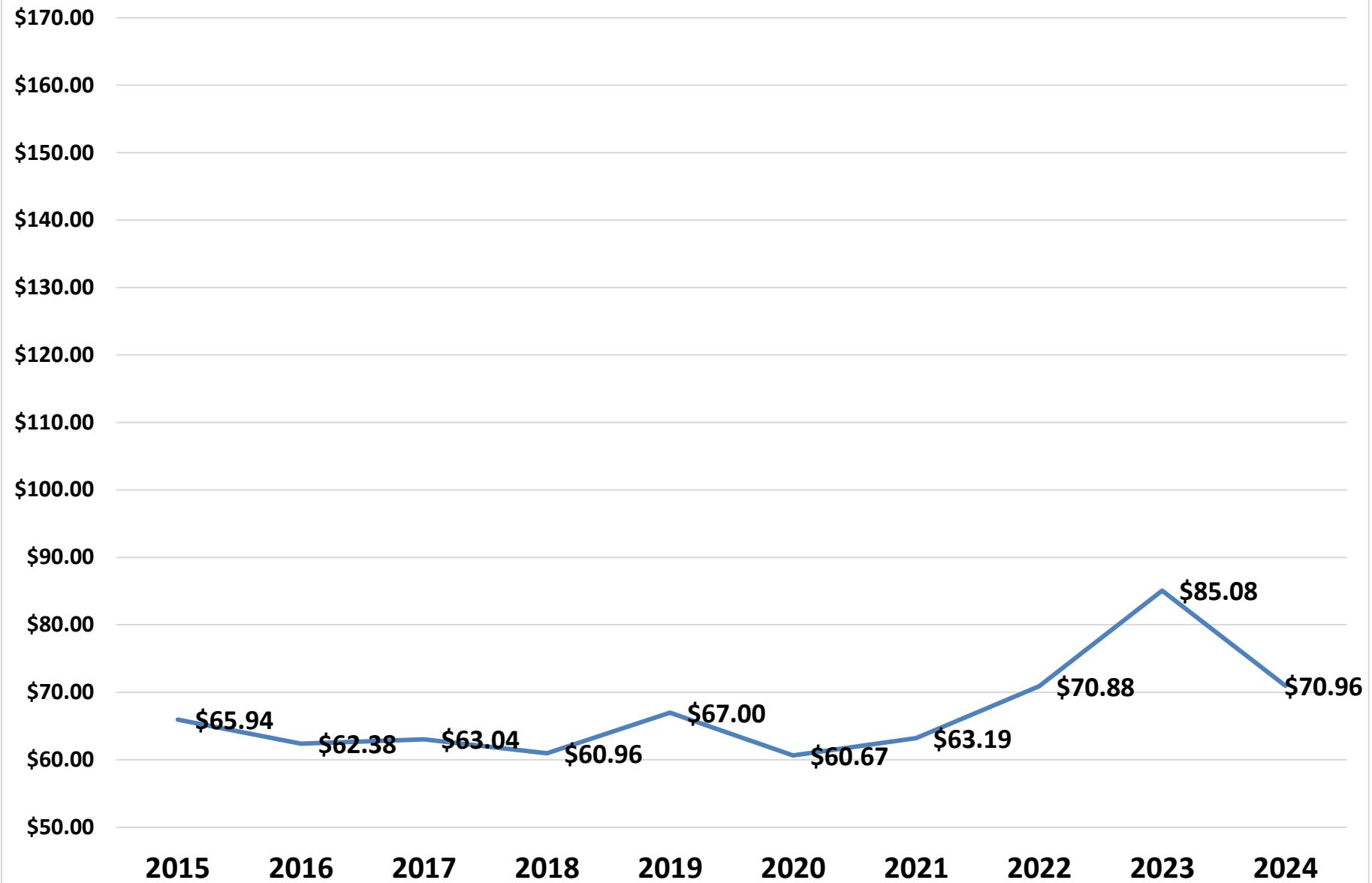
\$81.30
\$79.07

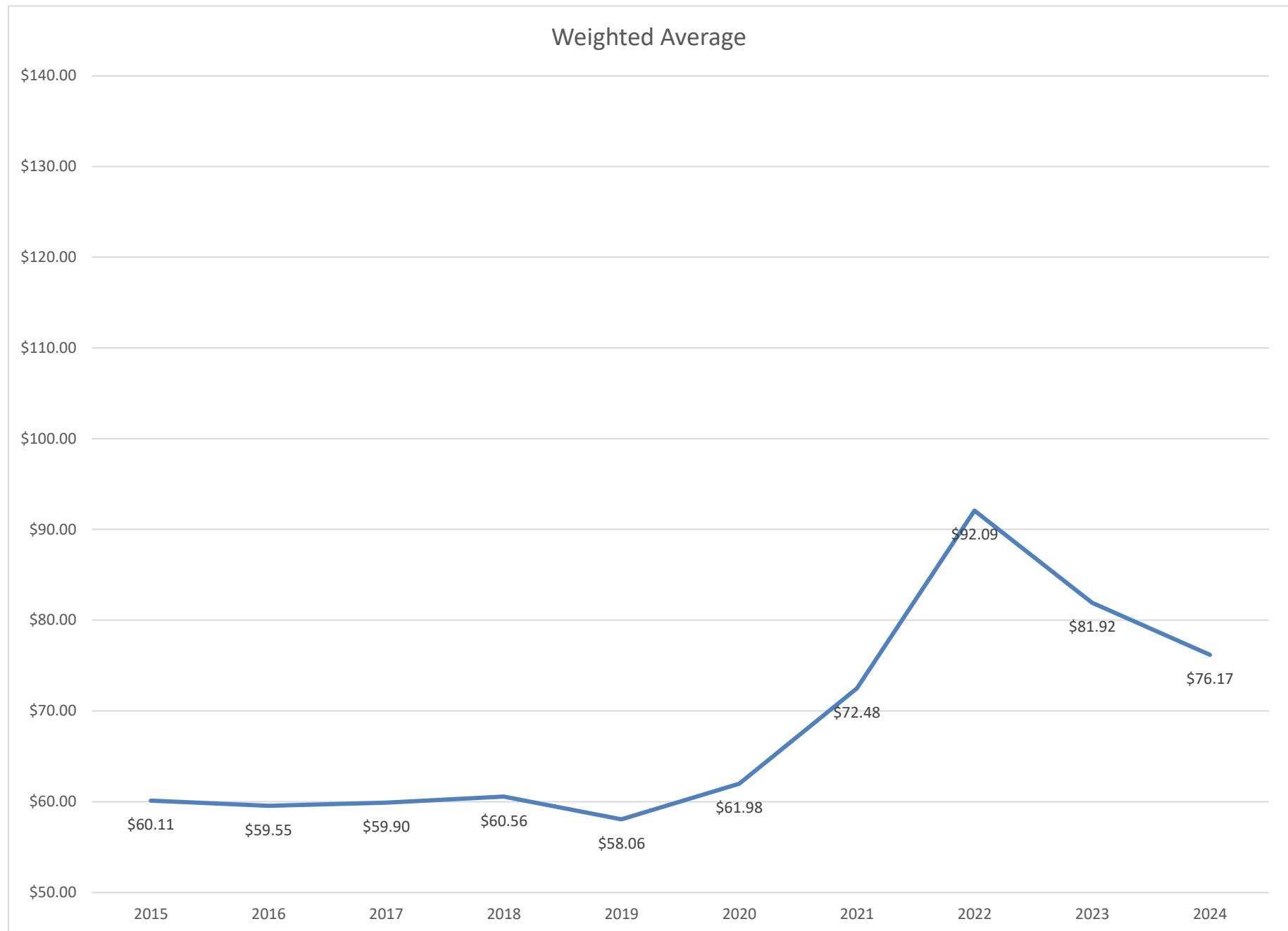
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	\$59.86	\$57.87	\$59.07	\$60.62	\$59.75	\$57.76	\$60.14	\$68.25	\$132.00	\$80.65
Feb	\$65.94	\$62.38	\$63.04	\$60.96	\$67.00	\$60.67	\$63.19	\$70.88	\$85.08	\$70.96
Mar	\$62.03	\$61.77	\$60.99	\$60.09	\$65.17	\$64.67	\$63.64	\$67.28	\$81.89	
Apr	\$61.88	\$59.71	\$59.49	\$55.02	\$55.44	\$55.92	\$61.86	\$82.63	\$71.74	
May	\$64.71	\$65.51	\$60.32	\$58.86	\$58.55	\$58.55	\$59.69	\$72.66	\$67.01	
June	\$58.30	\$65.51	\$58.54	\$52.17	\$55.30	\$53.44	\$86.91	\$77.60	\$69.40	
Jul	\$56.91	\$56.95	\$58.29	\$67.87	\$54.29	\$55.98	\$81.04	\$85.31	\$90.02	
Aug	\$55.27	\$57.67	\$59.00	\$66.55	\$54.58	\$78.40	\$72.03	\$96.60	\$82.90	
Sep	\$56.06	\$56.97	\$62.36	\$55.00	\$54.34	\$64.93	\$82.38	\$127.29	\$68.06	
Oct	\$56.97	\$59.23	\$59.79	\$59.36	\$59.70	\$62.82	\$75.92	\$83.45	\$83.76	
Nov	\$59.68	\$64.18	\$62.14	\$64.60	\$63.80	\$63.60	\$70.47	\$96.34	\$73.03	
Dec	\$57.90	\$61.51	\$58.80	\$61.61	\$58.55	\$60.33	\$70.07	\$161.27	\$71.99	
Yr Avg	\$59.63	\$60.64	\$60.15	\$60.23	\$58.87	\$61.42	\$70.61	\$90.80	\$81.41	\$75.80
Weighted Avg	\$58.99	\$59.55	\$59.90	\$60.56	\$58.11	\$61.98	\$72.46	\$92.09	\$81.92	\$76.17

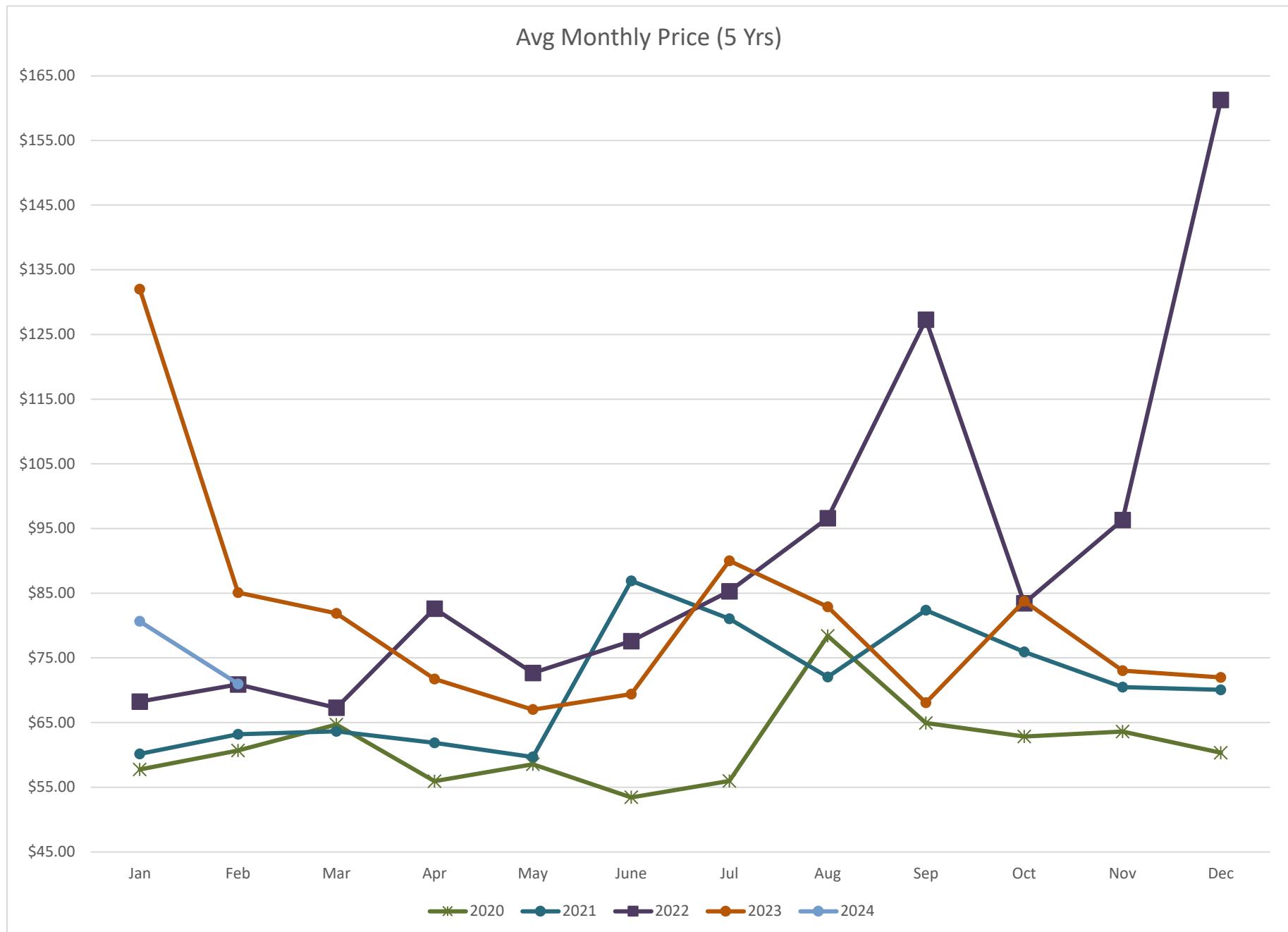
Cy to
Date

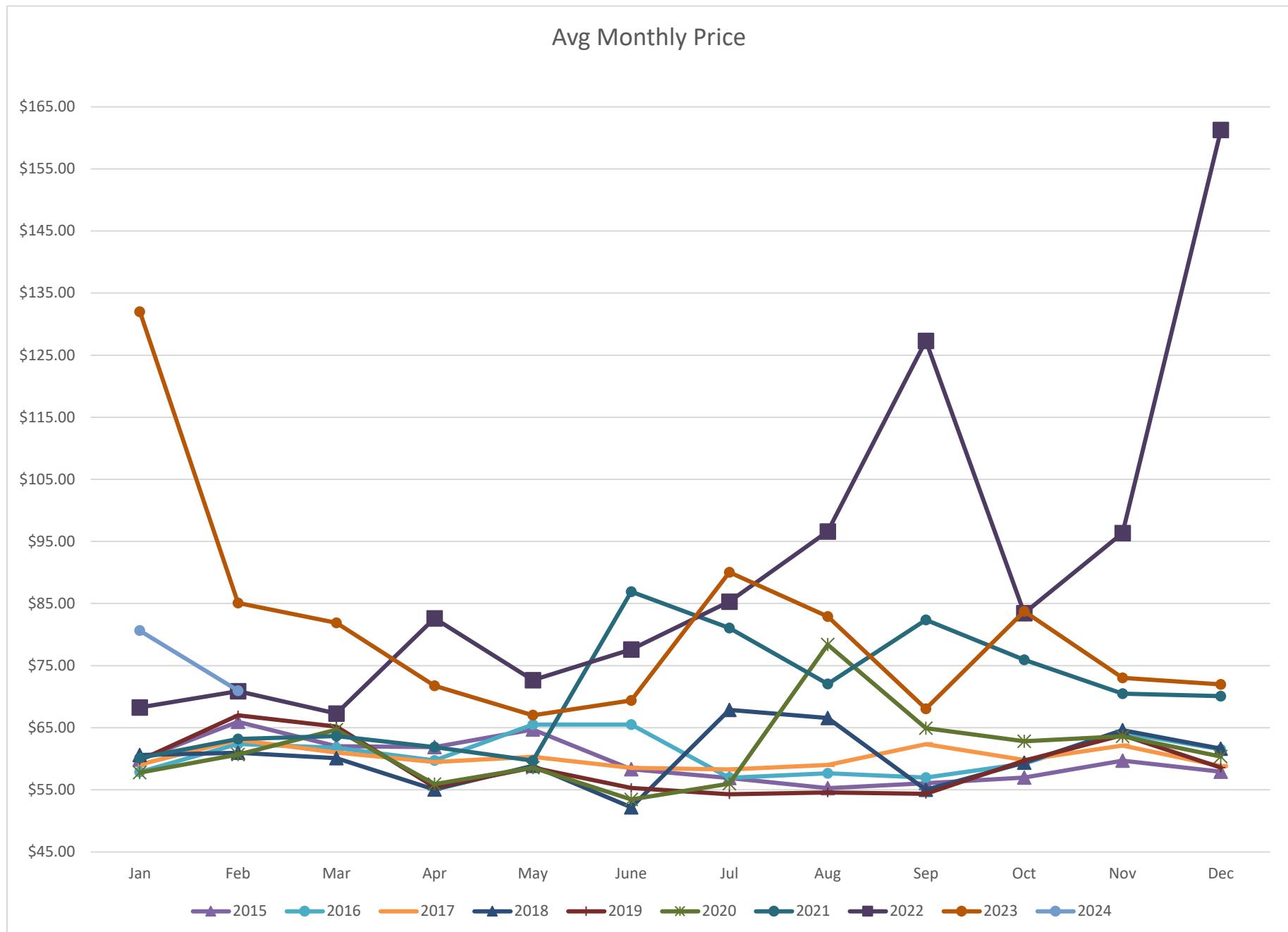
These figures capture the total cost of power to the power department. The power department uses costs only associated with the purchasing and generation of power and includes debt payments and interest associated with power resources.

Feb









Crystal Wright

From: Brown, Bob <Robert.Brown2@tdstelcom.com>
Sent: Thursday, March 14, 2024 4:12 PM
To: Nanette Billings; Harmony Vanderhorst; Scott Hughes; Dayton Hall; Crystal Wright
Subject: RE: TDS plant Relocation at 952 W 325 S, Hurricane, UT

Follow Up Flag: Follow up
Flag Status: Flagged

Here use this email with the corrected Re: line.

RE: TDS plant Relocation at 952 W 325 S, Hurricane, UT

Dear Harmony Vanderhorst

Pursuant to your request that TDS complete the above named Project, the TDS engineering group has quoted the cost of the Project to be \$2,641.00. This cost is for all material and labor required to relocate the existing pedestal to the new edge of the property. You will be responsible for this cost up front, prior to commencement of any work on the Project. This price is non-negotiable as we do not mark-up our cost to complete this Project for you.

If, you would like to proceed with this Project at this price, please contact me at your earliest convenience at the email address below and we can coordinate the necessary steps to commence the Project. In the event I do not receive your response within thirty (30) days of the date of this letter, the Project will be cancelled and the quote provided herein will be deemed withdrawn by TDS. If the Project is cancelled and the quote is withdrawn and you still want TDS to proceed with the Project, TDS may, at its discretion, prepare a new quote.

As you now know, our facilities are in conflict with your plans and require adjustment to avoid damage. Construction prior to such adjustment may put the facilities at risk. Any act that knowingly or intentionally damages our facilities and causes interruption or impairment of utility service may be a criminal act. In the event there is damage to our facilities or other disruption of services, it will be investigated to determine if it violates the law, and if so, will be prosecuted to the full extent of the law.

Sincerely,

Bob Brown
Manager – Project Implementation
TDS Telecom
912 W 1600 S, Suite B103
St. George, UT 84770
Robert.Brown2@tdstelcom.com

From: Nanette Billings <nanettebillings@gmail.com>
Sent: Thursday, March 14, 2024 4:00 PM
To: Harmony Vanderhorst [REDACTED]; Scott Hughes <powerscott@cityofhurricane.com>; Dayton Hall <dayton@hurricane.utah.gov>; Crystal Wright <crystal@cityofhurricane.com>
Cc: Brown, Bob <Robert.Brown2@tdstelcom.com>
Subject: Re: TDS plant Relocation at 952 W 325 S, Hurricane, UT

External Email: For information security purposes, this email came from an external source and any attachments or links should be treated with caution.

Please add this item to the next power board agenda and let Harmoney know what date and time to attend. The information is on her attached email or reach out to her for the director email from TDS. Her cell phone number is: (435) 229-1140. Thanks for all you do.

Nanette Billings
NanetteBillings@gmail.com
435-680-2757

On Mar 13, 2024, at 10:23 AM, Harmony Vanderhorst [REDACTED] wrote:

Nannette this is the bid from TDS. I am wondering if there is something we can do with the cost? I need this project done but I don't think it is fair to me to absorb all the cost when it was not done right in the first place. This bid does not include the cost to move the city utilities as well.

Thanks,
Harmony Vanderhorst
[REDACTED]

----- Forwarded message -----

From: Brown, Bob <Robert.Brown2@tdstelecom.com>
Date: Wed, Mar 13, 2024 at 2:05 PM
Subject: TDS plant Relocation at 952 W 325 S, Hurricane, UT
To: [REDACTED]
CC: Brown, Bob <Robert.Brown2@tdstelecom.com>

RE: 03/13/24 2024 Actuals True-up and On-Hold project Budget shift to 2025.

Dear Harmony Vanderhorst

Pursuant to your request that TDS complete the above named Project, the TDS engineering group has quoted the cost of the Project to be \$2,641.00. This cost is for all material and labor required to relocate the existing pedestal to the new edge of the property. You will be responsible for this cost up front, prior to commencement of any work on the Project. This price is non-negotiable as we do not mark-up our cost to complete this Project for you.

If, you would like to proceed with this Project at this price, please contact me at your earliest convenience at the email address below and we can coordinate the necessary steps to commence the Project. In the event I do not receive your response within thirty (30) days of the date of this letter, the Project will be cancelled and the quote provided herein will be deemed

withdrawn by TDS. If the Project is cancelled and the quote is withdrawn and you still want TDS to proceed with the Project, TDS may, at its discretion, prepare a new quote.

As you now know, our facilities are in conflict with your plans and require adjustment to avoid damage. Construction prior to such adjustment may put the facilities at risk. Any act that knowingly or intentionally damages our facilities and causes interruption or impairment of utility service may be a criminal act. In the event there is damage to our facilities or other disruption of services, it will be investigated to determine if it violates the law, and if so, will be prosecuted to the full extent of the law.

Sincerely,

Bob Brown

Manager – Project Implementation

TDS Telecom

912 W 1600 S, Suite B103

St. George, UT 84770

Robert.Brown2@tdstelecom.com

ACKNOWLEDGMENT:
STATE OF UTAH) S.S.
COUNTY OF WASHINGTON)
ON THIS 15th DAY OF August, 2020, BEFORE ME, *Matthew McCarr*, A NOTARY
PUBLIC, PERSONALLY APPEARED *Matthew McCarr*, PROVED ON THE BASIS OF SATISFACTORY
EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED
(HE/SHE) EXECUTED THE SAME.
FULL NAME SIGNATURE: *Matthew McCarr*
FULL NAME PRINT: *Matthew McCarr*
COMMISSION NO.: *107834*
EXPIRATION DATE: *08/20/2023*
A NOTARY PUBLIC COMMISSIONED
IN THE STATE OF *UTAH*
(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF ABOVE INFORMATION IS FILLED IN)

ACKNOWLEDGMENT:
STATE OF UTAH) S.S.
COUNTY OF WASHINGTON)
ON THIS 15th DAY OF August, 2020, BEFORE ME, *Matthew McCarr*, A NOTARY
PUBLIC, PERSONALLY APPEARED *Matthew McCarr*, PROVED ON THE BASIS OF SATISFACTORY
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FULL NAME SIGNATURE: *Matthew McCarr*
FULL NAME PRINT: *Matthew McCarr*
COMMISSION NO.: *107834*
EXPIRATION DATE: *08/20/2023*
A NOTARY PUBLIC COMMISSIONED
IN THE STATE OF *UTAH*
(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF ABOVE INFORMATION IS FILLED IN)

LEGEND:
 ♦ FOUND SECTION MONUMENT (AS DESCRIBED)
 ♦ HURRICANE CITY STREET MONUMENT 2" DIA. BRASS CAP IN CONCRETE AS PER ORIGINAL PLAT
 ○ NOTHING SET OR FOUND
 ● SET CORNER - 5/8" X 20" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES
 ○ 5/8" C 20" REBAR WITH PLASTIC CAP MARKED T. ABPLANALP, PLS 157373 AS PER ORIGINAL PLAT
 ③ CURVE NUMBER SEE CURVE TABLE BELOW
 - - - - - UTILITY EASEMENTS
 - - - - - BUILDING SETBACKS
 MIN. FFE MINIMUM FINISHED FLOOR ELEVATION (BASE FLOOD ELEV + 1.0)
 SOUTHEAST CORNER, LOT 1, BLOCK 13, HURRICANE FIELD SURVEY
 900 WEST STREET (PUBLIC ROAD)
 SOUTHWEST CORNER, LOT 4, BLOCK 14, HURRICANE FIELD SURVEY
 100 YEAR FLOODPLAIN (2017) CASE NO. 17-08-0479P

MORTGAGEE CONSENT TO RECORD:
JASON C. PARKER, A MORTGAGEE OF THE SAID TRACT OF LAND DOES HEREBY GIVE CONSENT OF SAID
TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT,
RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND
CONVEYANCES.

JASON C. PARKER - INDIVIDUAL

MORTGAGEE CONSENT TO RECORD:

ABEY BARAGHOSHI, TRUSTEE OF THE BARAGHOSHI FAMILY TRUST DATED FEBRUARY 19, 2003,
A MORTGAGEE OF THE SAID TRACT OF LAND DOES HEREBY GIVE CONSENT OF SAID TRACT OF LAND TO BE
USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

Abey Baraghoshi, Trustee
ABEY BARAGHOSHI - TRUSTEE

SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD A LICENSE
IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS
LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREIN
ACCORDING TO THE STANDARDS OF THE UTAH LAND SURVEYOR'S BOARD. THE MONUMENTS AND
DEMONSTRATION ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT. I FURTHER
CERTIFY THAT BY AUTHORITY OF THE HEREIN OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF
LAND SHOWN BY THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO LOTS, AND EASEMENTS
TO BE HEREINAFTER KNOWN AS:

SEVILLE SUBDIVISION - AMENDING LOT 1
THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND POINTS ESTABLISHED ON THE GROUND IN
ACCORDANCE WITH THE HEREON LEGAL DESCRIPTION.



1/22/2020
DATE:

R.E. Anderson
BRANDON E. ANDERSON

CERTIFICATE NO. 4938716

LEGAL DESCRIPTION:

ALL OF LOT 1, SEVILLE SUBDIVISION, AS FOUND ON RECORD AS ENTRY NO. 20070037266 WITH
THE WASHINGTON COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, SAID SEVILLE SUBDIVISION, SAID POINT BEING
SOUTH 89°1'32" EAST 223.94 FEET ALONG THE SECTION LINE AND NORTH 81°4.23 FEET
FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT
LAKE BASE AND MERIDIAN, AND RUNNING;

THENCE NORTH 48°16'56" EAST 209.29 FEET;
THENCE SOUTH 47°56' EAST 223.94 FEET;
THENCE SOUTH 00°10'47" EAST 209.29 FEET;
THENCE SOUTHWEST 39.34 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT
(CENTER BEARS SOUTH 89°58'2" WEST, LONG CHORD BEARS SOUTH 45°03'46" WEST 35.41
FEET WITH A CENTRAL ANGLE OF 90°09'48");
THENCE NORTH 89°1'21" WEST 202.41 FEET;
THENCE NORTH 48°16'56" EAST 15.74 FEET ALONG AN ARC OF A 98.50 FOOT RADIUS CURVE TO THE
RIGHT (CENTER BEARS NORTH 00°18'47" EAST, LONG CHORD BEARS NORTH 56°11'50" WEST
109.18 FEET WITH A CENTRAL ANGLE OF 67°18'46");
THENCE NORTH 22°32'27" WEST 42.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 54,260 SQUARE FEET OR 1.25 ACRES.

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL OF THE
DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS TO BE
HEREINAFTER KNOWN AS:

SEVILLE SUBDIVISION - AMENDING LOT 1

DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON
THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING STREET RIGHT-OF-WAYS, AND EASEMENTS
TO THE CITY OF HURRICANE.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 29 DAY OF JULY, 2020.

Jason Smith
JASON SMITH

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF UTAH) S.S.
COUNTY OF WASHINGTON)
ON THE 29 DAY OF JULY, 2020, IN THE YEAR 2020, BEFORE ME, *Jason Smith*, A
NOTARY PUBLIC, PERSONALLY APPEARED JASON SMITH PROVED ON THE BASIS OF SATISFACTORY
EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND
ACKNOWLEDGED HE EXECUTED THE SAME.

FULL NAME SIGNATURE: *Jason Smith*
FULL NAME PRINT: *Jason Smith*
COMMISSION NO.: *558111*
EXPIRATION DATE: *08/11/2020*
A NOTARY PUBLIC COMMISSIONED
IN THE STATE OF *UTAH*:
(STAMP NOT REQUIRED PER UTAH CODE 46-1-16(6) IF ABOVE INFORMATION IS FILLED IN.)

AMENDMENT NOTE:

THE PURPOSES OF THIS AMENDMENT ARE TO SHOW THE NEW FLOODWAY AND FLOODPLAIN LINES AS
REVISED IN ACCORDANCE WITH THE FEMA LETTER OF MAP REVISION (LOMR), CASE NO.
17-08-0479P, TO DIVIDE LOT 1 INTO TWO LOTS BEING 1 AND 1A, AND VACATE PUBLIC UTILITY
EASEMENTS ALONG SIDE LINES & REAR LOT LINES EXCEPT WHAT IS SHOWN. MINIMUM FINISHED
FLOOR ELEVATIONS ON LOTS 1 AND 1A ARE ALSO SHOWN PER (LOMR). THIS PLAT IN NO WAY
ALTERS ANY OTHER LOTS WITHIN THIS SUBDIVISION EXCEPT AS DESCRIBED HEREIN. - DATUM NAVD88

NOTES:

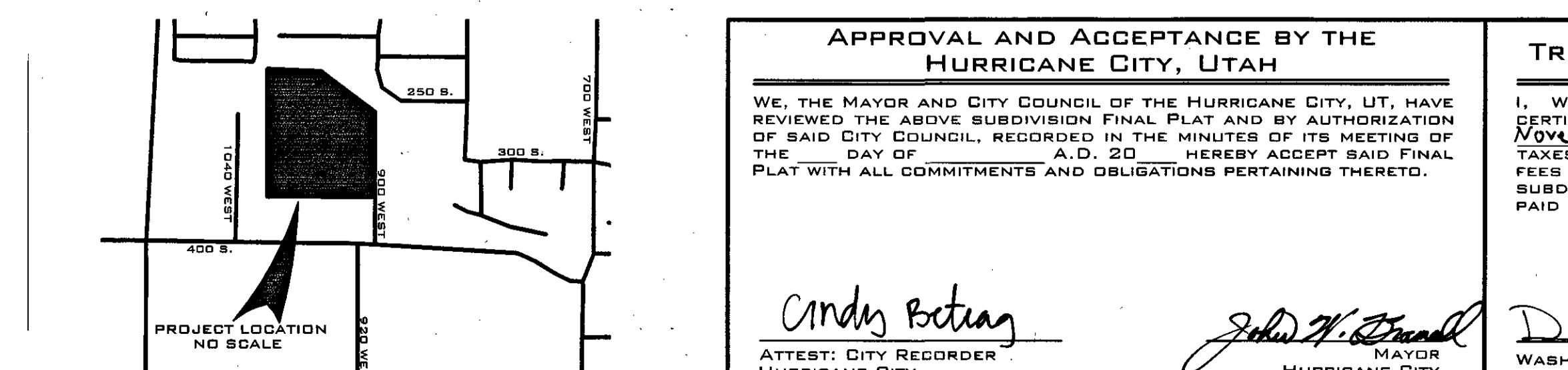
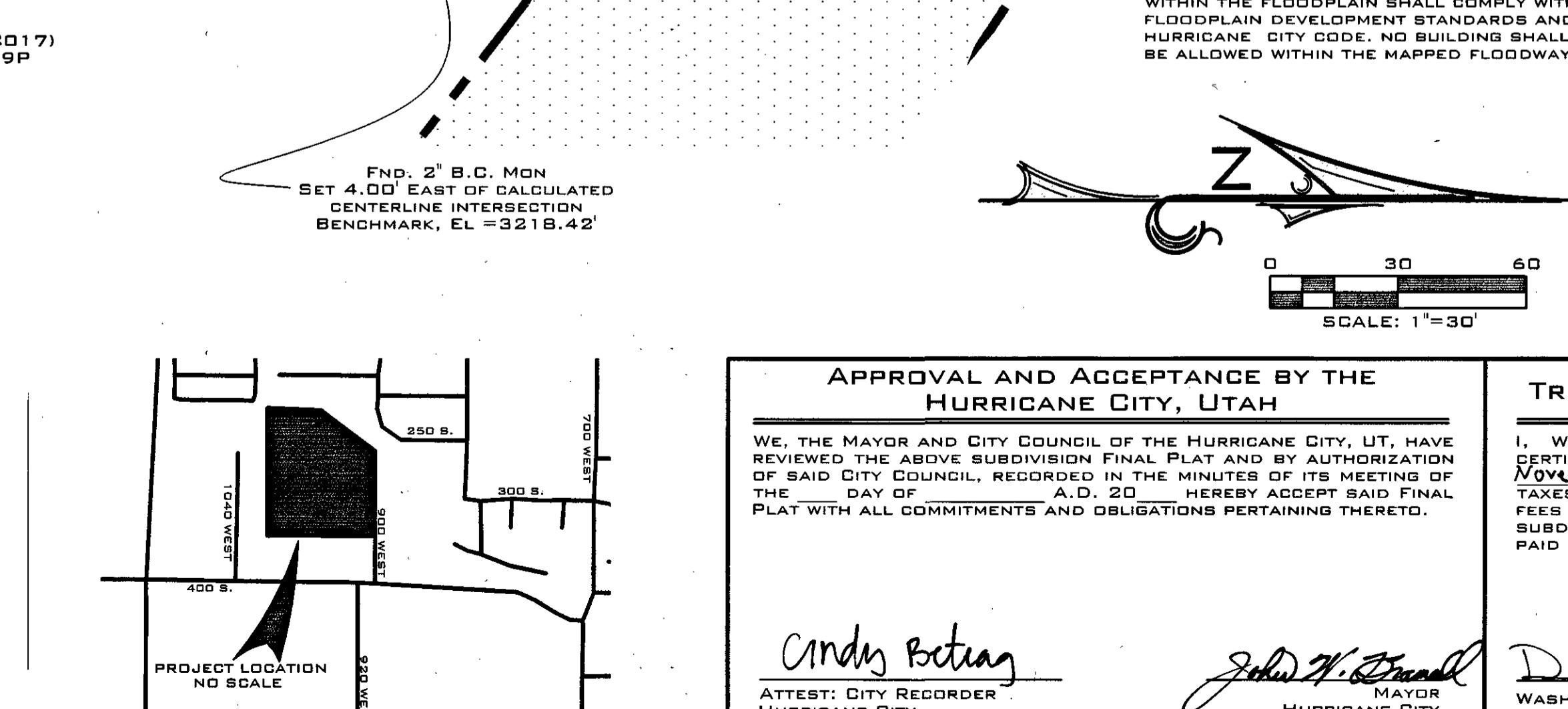
FRONT YARD SET BACK INCLUDES 25' ON FRONT.
SIDE YARD SET BACKS 10'.
REAR YARD SET BACK INCLUDES 30'.
SIDE STREET 20'.

THE USE BY ANY OWNER OF ANY LOT OR
PROPERTY SHOWN ON THIS PLAT SHALL NOT
INTERFERE WITH THE USE OF ANY UTILITY
EASEMENTS GRANTED HEREBY.

THIS SUBDIVISION INCLUDES 10' UTILITY EASEMENTS
ADJACENT TO THE STREETS AND A 7.5' UTILITY
EASEMENT ON REAR LOT LINES.

THE REAR LOT LINES OF LOTS 1-4 HAVE A 25' WIDE
EASEMENT FOR TRAILER AND STORM DRAINS AS
SHOWN ON THE DRAWING.

**SEVILLE
SUBDIVISION
AMENDING LOT 1**
LOCATED IN THE SW 1/4 OF SECTION 34,
T41S, R13W, S.L.B & M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH.



10/08/2020
DATE:

John W. Franklin
JOHN W. FRANKLIN
MAYOR
HURRICANE CITY

WASHINGTON COUNTY TREASURER

10/08/2020
DATE:

D. Daniels
D. Daniels
WASHINGTON COUNTY TREASURER

10/08/2020
DATE:

Russell Shire
RUSSELL SHIRE
WASHINGTON COUNTY RECORDER

10/08/2020
DATE:

RECORDED NUMBER

DOC # 20200068668

Rap (Conveying Property)
Russell Shire, Washington County Recorder
10/08/2020 10:08:56 AM ST
By SMITH JASON

Page 1 of 2

**ROSENBERG
ASSOCIATES**
CIVIL ENGINEERS • LAND SURVEYORS

352 EAST RIVERSIDE DRIVE, SUITE A-2, ST. GEORGE, UTAH 84790
PH (435) 673-8586 FX (435) 673-8397 www.RACIVIL.COM

LOT 1 & 1A
FILE NUMBER: 6/18/2020
DATE: 6/18/2020
D.M.H.
DRAWN:
ENGINEER HURRICANE CITY

10162-18-006
JOB NUMBER: 1" = 30'
SCALE: B.E.A.
CHECKED:

ENGINEER'S APPROVAL
THE HEREIN SUBDIVISION FINAL PLAT HAS BEEN
REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE
INFORMATION ON FILE IN THIS OFFICE THIS
10th DAY OF SEPTEMBER, A.D. 2020.

John W. Franklin
HURRICANE CITY

APPROVAL AS TO FORM
APPROVED AS TO FORM, THIS THE
10th DAY OF SEPTEMBER, A.D. 2020.

John W. Franklin
HURRICANE CITY

CHAPTER 4. - MUNICIPAL POWER

Sec. 8-4-1. - Department created; connection required.

There is hereby created the Municipal Power Department which shall serve as an advisory board for the development, production, purchase and distribution of all electric power services by the City. At such time as a municipal power system is available to service residents, all residents shall connect to the municipal system.

(1998 Code § 14-311)

Sec. 8-4-2. - Municipal Power Board.

A. *Created.* There is hereby created and established the Municipal Power Board (hereafter in this chapter referred to as "board"), which shall act in an advisory capacity to the City Council.

B. *Organization of board.*

1. *Number; appointment.* The board shall consist of six commissioners, one of whom shall be a member of the City Council and/or Mayor. All members of the board shall be appointed by the Mayor with the advice and consent of the City Council.
2. *Term.* Commissioners serving on the board as of the effective date hereof shall continue to serve as commissioners for the following term as designated by the Mayor and City Council: one for a term of two years; two for a term of three years; two for a term of four years. All successors to the first Board of Commissioners under this chapter shall be appointed for a term of four years and until their successors are appointed and have qualified, unless they shall be removed from office as provided in subsection B4 of this section. Any commissioner may be reappointed by the Mayor with the consent and approval of the City Council.
3. *Vacancies.* Vacancies shall be filled by the mayor with the consent and approval of the City Council, for the unexpired term. No vacancy in the board shall impair the right of the remaining commissioners to exercise all the powers of the board.
4. *Qualifications.* To be appointed commissioner, a person must reside in the City. Any commissioner may be removed from office prior to the expiration of his appointed term by a majority vote of the City Council when such removal shall be deemed by the City Council to be in the best interests of the Power Department.
5. *Chairman and Vice Chairman; conduct of meetings.* The board will appoint from among the Board of Commissioners a Chairman and Vice Chairman of the board. The Chairman and Vice Chairman shall serve in such capacity for the length of one year. The Chairman shall preside over the meetings of the board, and the Vice Chairman shall act for the Chairman during the Chairman's absence. The board shall adopt reasonable rules for the conduct of its meetings, which shall be held at least once a month on the first Wednesday at the Clifton Wilson Substation. All members of the board shall attend such meetings. No action shall be taken by the board except by the affirmative vote of at least three commissioners. Three commissioners shall constitute a quorum.

C. *Personnel.*

1. *Director of power system.* The City Council shall select, define the duties, and fix the compensation for a full-time "director" of the municipal power system. The director shall be responsible for the proper operation, maintenance, and care of the municipal power system, and to perform any other duties or functions required by the City Council or board. The salary of the director shall be established by the City Council after due consideration of recommendations from the board. The normal working hours of the director not necessary to ensure the proper operation, maintenance and care of the municipal power system shall be devoted to other work as needed by the City. The Power Director shall make weekly

reports to the City Manager relating to the power system. All the functions and activities of the Director shall be carried on under the direction of the City Manager.

2. *Employee benefits.* Benefits of employees of the Municipal Power Department shall be governed by and subject to general employee policies in effect for all employees of the City.

(1998 Code § 14-312—14-314; 2000 Code; Ord. No. 2022-01 , 3-3-2022; Ord. No. 2023-02 , 1-19-2023)

Sec. 8-4-3. - Application for service.

Any person, including any subdivider, who desires to have the power lines extended within the City may make application to the Power Board in writing. A description of such proposed extension accompanied by a map showing the location and size of the proposed line extension shall be submitted in writing which shall be reviewed by the Power Superintendent and taken to staff meeting for review before approaching the City Council. The City Council may grant or deny the request as in its discretion deemed best for the welfare of existing power users in the City.

(1998 Code § 14-314; 2000 Code)

Sec. 8-4-4. - Rates, charges, and policies.

- A. *General.* The board shall recommend rates to be charged for electricity sold and services rendered by the Municipal Power Department, and all such rates shall be established by resolution of the City Council. Rates shall be fair, reasonable and compensatory and shall be uniform for all consumers within the same class; but different rate schedules may be applied to different classes of consumers as determined by the board. Rates shall be sufficient to pay all operating and maintenance expenses of each respective utility operation and all bond interest and redemption costs of the respective utility operations. These rates will be determined through a rate study from time to time. There will only be one residential connection per meter.
- B. *Deposit.* The board shall require a deposit in the amount established by resolution of the City Council as security for payment of charges for power and/or water service for all utility connections; provided, however, that said deposit may be waived for owners of real property for which utility service is sought who provide proof of legal ownership. Such deposit may, upon request, be returned after two years of good credit, as established by department policy, or upon termination of said account, whichever first occurs.
- C. *Turn on/transfer fee.* The board shall require a turn on/transfer fee in an amount established by resolution of the City Council to be charged to any person opening a utility account within the City. The turn on/transfer fee is considered operating costs for the Power Department or other utility department to read the power and/or water meter and to transfer this same meter to a new account and is considered nonrefundable.
- D. *Application.* Any person residing within the power service area and desiring to obtain power service in their name will be required to file an application for utility service at the City office.
- E. *Billings; delinquency; discontinuance of service.*
 1. The utility department is hereby authorized and empowered to combine all charges for all utility services, including water, sewer, garbage, power, etc., into one monthly billing, describing the various utility services supplied, the amount owed for each individual utility service and the total amount of all such services.
 2. Any such monthly utility billing shall be due and payable in full on or before the 15th day of the month following the month for which such utility services were rendered.
 3. Any such monthly utility billing not paid in full on or before the 15th day of the month, as specified in subsection E2 of this section, shall be deemed delinquent and shall be assessed a late charge in the amount of five percent of the unpaid balance of said monthly billing. If the billing is not paid in full by the end of the month in which it was due, an additional nonpayment penalty shall be assessed to the account in the amount set by resolution of the City Council. If said billing is not paid in full before the tenth of the month following the month in which it was due, power may be disconnected.

4. In the event that power or other utility service is disconnected, the customer shall, before electrical or other utility service will be restored, pay the full amount of the billing owed for utility services. Upon reconnection of power or other utility service, a reconnect fee will be assessed in the amount established by resolution of the City Council.
5. In the event that power or other utility service is disconnected for lack of payment and the balance remains unpaid for one week, the utility account will be terminated. Once the account has been terminated, the customer must pay: a) the balance owed for utility service rendered; b) a reconnect fee; and c) the utility security deposit before utility service will be restored.
6. A fee in an amount established by resolution of the City Council shall be charged and added to the next month's utility bill for any customer whose electric power service requires maintenance or repair because of a meter seal which has been damaged, cut or otherwise tampered with.

F. *Reasonable access.* All customers shall permit the City's authorized representatives to enter on the customer's premises at all reasonable times for purposes connected with rendering, billing, or disconnecting utility services. Customers shall not construct, erect, or otherwise put in place any barrier impeding free and easy access to all utility service meters.

G. *Termination of service; subsequent service location.*

1. Utility customers shall be responsible for the payment of utility charges incurred at the service location until such time as their responsibility is terminated in one of the following ways by:
 - a. written order of the applicant;
 - b. the City's termination for lack of payment, as outlined in subsection E5 of this section; or
 - c. the proper assumption of the payment responsibility by a party acceptable to the City and upon completion of an application for service by said party.
2. In order to establish power or other utility service at any additional and/or subsequent service location(s), utility customers must complete a utility service application for each location. Prior to connecting any subsequent or additional utility service, customers must pay any billing amount due for current utility service at the time a subsequent or additional service connection is requested.

H. *Temporary power during construction.* Customers desiring temporary power during construction shall be required to fill out the form required by the Power Department before a temporary pedestal will be set.

(Ord. 2009-11, 9-3-2009; Ord. 2014-03, 2-6-2014; Ord. No. 2022-20 , 5-5-2022)

Sec. 8-4-5. - Extensions of power lines.

The placement and installation of power line extensions shall be governed by this and any other applicable ordinances of the City. In addition to impact fees required by applicable ordinances of the City, all costs and expenses incurred in the installation, construction or extension of the City's power lines shall be assessed to or paid by the person desiring such line extension. All extensions must be installed to City specifications.

- A. *Oversized line.* Where a power line is installed with a capacity greater than that requested or required by the person desiring such line extension, and where it is necessitated by consideration of orderly, future development and requested by the City, the additional cost of expense occasioned by the oversizing of said line shall be paid as determined by the City.
- B. *Participation by City.* The City may participate in such an extension upon forming a special improvement district (SID).
- C. *Ownership transfer.* Any person installing a power line extension shall transfer ownership of the power line extension to the City.

(1998 Code § 14-315)

Sec. 8-4-6. - Streetlights.

- A. *Subdivisions; required.* All subdivisions within the City shall be required to place streetlights upon construction of said subdivision.
- B. *Request.* Any resident desiring a placement of a streetlight upon a dedicated City street shall make a written request to the Power Board. The Power Board will determine if said streetlight is needed and then will direct the Power Department to install such streetlight.

(1998 Code § 14-316)

Sec. 8-4-7. - Rules, regulations and requirements.

- A. *Joint operations with others.* The board, with the approval of the City Council, may contract with any public or private corporation or any individual, both inside and outside the City limits:
 1. for the joint use of poles and other property belonging either to the department or to the other contracting party or jointly to both parties; and
 2. for the joint acquisition of real property and franchises and the joint financing, construction and operation of plants, transmission lines and other facilities, whereby any property acquired may become the property of both the City and the other contracting party.
- B. *Use of thoroughfares for utility installations.* The Power Department may use the ground over, under or along any road, railroad, highway, street, sidewalk, thoroughfare, alley or waterway in the operations of the department, but shall in all cases and subject to the applicable general regulations of the City, cause the surface of the public way to be restored to its usual condition.
- C. *Authority for expenditures.* No claim against the department shall be paid unless evidenced by a voucher approved by the power superintendent.
- D. *Franchise tax and transfer of funds.* The board shall pay annually to the City a franchise tax of six percent of the gross revenue of the Municipal Power Department, after the interest and principal and reserve requirements of the bond issue have been met.
- E. *Underground facilities.* All electrical cables and other related facilities within a subdivision built within the City shall be installed underground, except as otherwise directed by the City Council, in accordance with all specifications of the City.
- F. *Disposition of public utilities.* The City Council and board shall have no authority to cease to operate, sell, lease, abandon or in any other way dispose of any public utility owned by it; but nothing herein shall prevent the City from pledging the revenues of any such public utility or entering into the covenants with or for the benefit of the holders of revenue bonds relating to the maintenance, use, expansion and operation of any such public utilities.
- G. *Existing obligations.* Contracts and obligations relating to the utility systems of the City incurred prior to the taking effect of this chapter shall not be impaired and shall be binding upon the board insofar as they apply to the department.
- H. *Payment of revenue bonds.* The revenues from the department shall, at all times, be sufficient to pay all or any part of any bond or debit of the department whether the debit is in the form of a revenue bond, a general obligation bond, the proceeds of which were used for the department for any other debit or obligation including salaries of employees, operation and maintenance. Nothing in this subsection shall prevent the board from recommending to the City Council a utility rate sufficient to create a surplus and to provide payments to the general funds.

(1998 Code § 14-314, 14-316; Ord. 2014-12, 12-4-2014)

Sec. 8-4-8. - Electrical, telephone and television cable systems not governed by subdivision chapter.

All plans and specifications for electrical, telephone and television cable systems for residential, commercial or other development which are not subject to or governed by the requirements of the subdivision chapter, title 10, chapter 39 of this Code, shall be reviewed and approved by the Electrical Superintendent prior to the commencement of construction and installation. Except as otherwise directed by the City Council, after recommendation from the Power

Board, all electrical systems for residential, commercial or other development which is not subject to the requirements of the subdivision chapter, title 10, chapter 39 of this Code, shall be installed underground and shall conform to the requirements of "Standards and Specifications—City of Hurricane—Design and Installation of Underground Power Distribution Systems," including all revisions and updates through September 23, 1999.

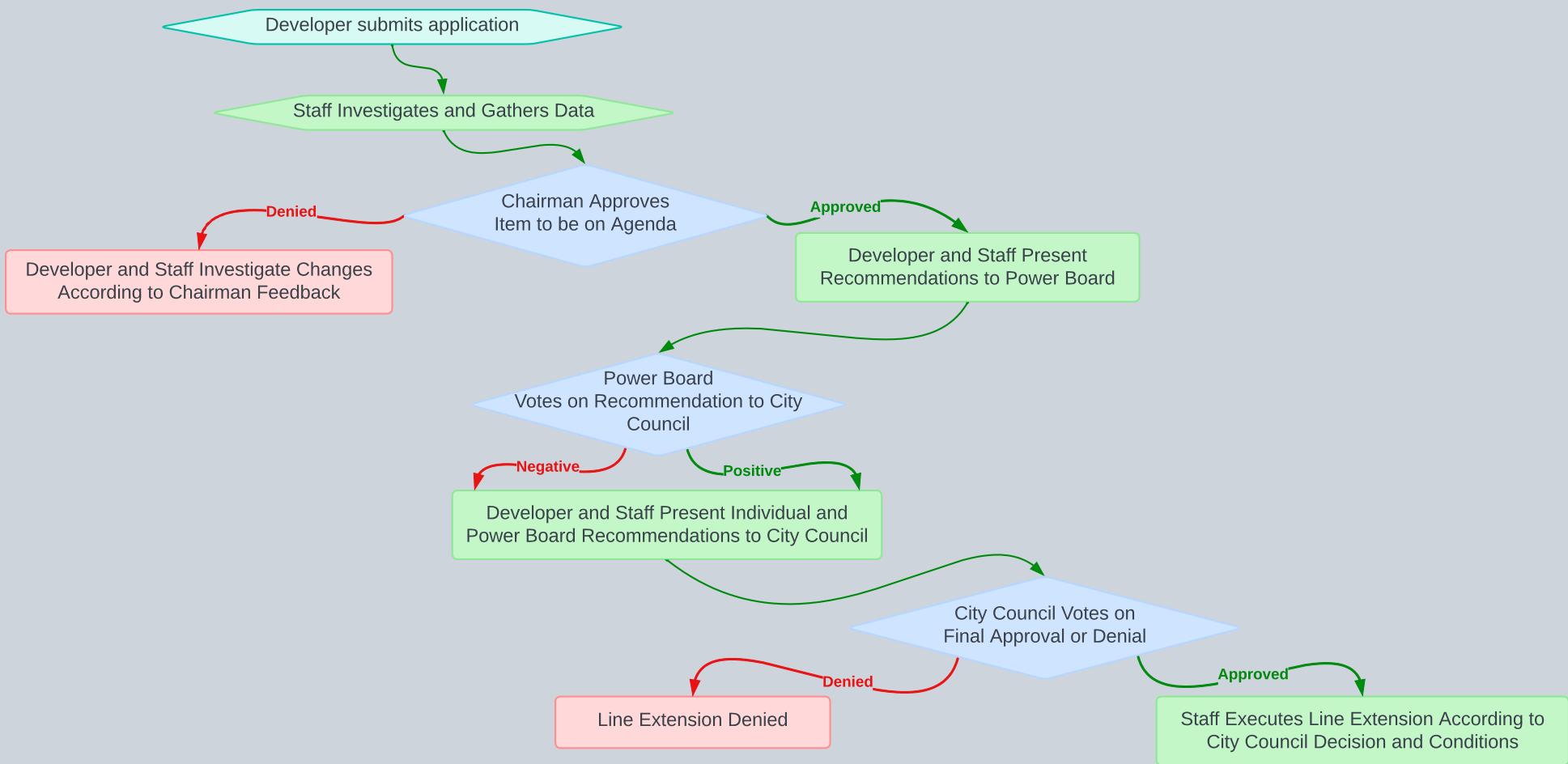
(Ord. 20-01-06, 1-6-2000; Ord. 2014-12, 12-4-2014)

Sec. 8-4-9. - Faulted underground service drops on private property.

- A. *Definition.* For purposes of this section, the term "faulted underground direct buried service drop" shall mean a privately owned faulty or defective conductor, which is located over, under, on or through property owned by the customer, and which connects the customer's electric service to the City power electrical facilities.
- B. *Statement of policy.*
 - 1. Upon receipt of a report by a customer of a power problem involving a possible problematic or faulted direct buried service drop, the City Power Department shall provide diagnostic or troubleshooting services.
 - 2. If a defect or problem is suspected in the privately owned underground direct buried service drop, the power department will isolate the service by disconnecting the service conductors at the customer's meter base and disconnecting the conductors at the point of connection to the City's electric system.
 - 3. Once the service has been isolated, the City Power Department will test the service wires for the defective or faulty condition.
 - 4. If the wires are found to be problematic or faulted, the City Power Department will provide the customer with a temporary service for a period of time not to exceed four weeks, unless otherwise approved by the City Power Department Director, while the direct buried service drop is being repaired, provided that the customer shall first sign a waiver and release, waiving any and all claims against the City for any damage to persons or property that may arise in connection with the temporary service.
 - 5. All responsibility and liability for repair or replacement of a privately owned faulted underground direct buried service drop shall be borne by the customer or property owner; the City Power Department shall not perform any work in connection with any necessary repair or replacement, but may offer suggestions to the customer or owner.
 - 6. Upon completion of any repairs or replacement of the faulted underground direct buried service drop, the City Power Department will test and inspect the repaired or replaced facilities, and, if all is in proper order, will reconnect the service into the meter base and reenergize the service.

(Ord. 2013-07, 8-1-2013; Ord. 2014-12, 12-4-2014)

POWER INFRASTRUCTURE - DISTRIBUTION LINE EXTENSIONS



TALKING POINTS RE PREPAY TRANSACTION
FIRM POWER SUPPLY PROJECT

March 2024

OVERVIEW

- The Internal Revenue Code and US Treasury Regulations ("Tax Code and Regulations") contain special provisions that allow tax-exempt bonds to be issued to finance prepayments for natural gas and electricity. The prepay transactions are structured to convert the difference between the issuer's lower (tax-exempt) cost of funds and the prepaid energy supplier's higher (taxable) cost of funds into a discounted price for prepaid energy.
 - The initial discount is expected to be at least 8.0% and will be determined before closing.
 - The amount of the discount will be reset periodically over the term of the prepay (every five to ten years) when the bonds are refinanced.
- UAMPS will assign existing gas or electricity purchase agreements into the prepay transaction and the discount will be applied to the contract prices under these agreements.
- The Tax Code and Regulations require that the prepaid (discounted) gas or electricity (including electricity that is generated using prepaid natural gas as fuel) be used by UAMPS members to serve retail customers in their municipal utility service areas. This is referred to as the "Qualifying Use" requirement.
- The date of closing has not yet been determined but will likely take place in Q2 2024.
- The term of the transaction is thirty years.

CONTRACT STRUCTURE

- Southeast Energy Authority ("SEA") will issue bonds for a 30-year prepayment for gas or electricity from a special purpose entity ("Prepay LLC") organized by J. Aron & Company, the commodities affiliate of Goldman Sachs & Co.
 - UAMPS has no obligation on the bonds issued by SEA.
- UAMPS will assign previously-executed gas purchase or power purchase agreement(s) to J. Aron through a Limited Assignment Agreement ("LAA").
 - The LAA does not require any changes to the existing purchase agreement, but will be consented to by the seller.
 - The LAA is designed to leave the seller indifferent to the prepay. All interactions between UAMPS and seller remain the same.
 - The amount of gas or electricity purchases assigned to J. Aron under the LAA establishes the monthly cashflows required over the 30-year term of the prepay.
- UAMPS has already received approval from the Nebo Project to assign a 5-year gas purchase made to fuel the Nebo Power Plant into the prepay.
- UAMPS also seeks to assign the Red Mesa Power Purchase Agreement (PPA) and Steel Solar 1A and 1B PPAs into the prepay. The Red Mesa PPA will receive the prepay discount at the outset, and the Steel Solar PPAs receive the prepay discount in a couple of years after they have an established operational track record.
- UAMPS is assigning less than the total amount of anticipated solar generation from each PPA to allow for flexibility in operations.

- The term of the PPAs is shorter than the term of the prepay (25 years, versus 30 years). For the last approximately five years of the prepay, UAMPS will assign other power purchase agreements into the prepay to support the required monthly cashflows and to continue to receive the discount from the prepay.
- The LAA provides J. Aron “flash title” to the assigned gas or electricity, which is then delivered to Prepay LLC, which is then delivered to SEA, which then delivers the gas or electricity to UAMPS.
 - o If the prepaid transaction terminates for any reason, the LAA also terminates and UAMPS and the seller are restored to their original positions.
- UAMPS will enter a “Commodity Supply Agreement” with SEA to purchase the gas or electricity from SEA at a discount.
- The bonds issued by SEA will need to be refinanced from time to time over the 30-year term of the prepay. When the bonds are refinanced, the discount available to UAMPS under the Commodity Supply Agreement will need to be reset.
 - o Changes in market conditions could lead to a lower (or higher) savings for UAMPS.
 - o The Commodity Supply Agreement will specify the minimum discount to be achieved for each reset period. If minimum is not achieved, UAMPS may choose not to take energy from the prepay project during the reset period.

QUALIFIED USE CERTIFICATE

- UAMPS has provided a resolution for the governing boards of the Firm Power Project Participants who have an Entitlement Share in the Red Mesa PPA and/or the Steel Solar 1A or 1B PPAs (“Participants”) to approve the form of a “Qualified Use Certificate” for the prepaid energy. **Please have the resolution approved, signed and returned to UAMPS by May 3, 2024.**
 - o **Complete the resolution by filling in the date it was adopted on page 2. Please do not make changes to these documents without contacting UAMPS.**
 - o **Do not complete or sign the generic form of the Qualified Use Certificate that's attached to the resolution. We will send you a final, individualized Qualified Use Certificate a few weeks before the bond closing for execution.**
- The Qualified Use Certificate states that the electricity that the Participant receives from the prepay will be used to serve retail customers located in the established service territory of its electric utility system.
 - o If, during the term of the prepay, a Participant uses the prepaid electricity for a non-Qualified Use, it agrees that it will cooperate with UAMPS to remediate the non-Qualified Use through its other power purchases from UAMPS.
- The Participant must also confirm in the Qualified Use Certificate that the amount of its historic electricity sales to its retail customers equals or exceeds the amount of prepaid electricity attributable to its Entitlement Share under the applicable PPA.

A RESOLUTION AUTHORIZING A TAX CERTIFICATE AND AGREEMENT
FOR UAMPS' FIRM POWER SUPPLY PROJECT; AND RELATED
MATTERS.

*** *** ***

WHEREAS, Hurricane City, Utah (the “*Participant*”) is a member of Utah Associated Municipal Power Systems (“*UAMPS*”) and has previously entered into the Master Firm Power Supply Agreement with UAMPS that enables the parties to enter into firm transactions for the purchase and sale of electricity from specified power supply resources;

WHEREAS, pursuant to the Master Firm Power Supply Agreement (a) UAMPS has entered into the Second Amended and Restated Solar Power Purchase Agreement (the “*Steel Solar 1A PPA*”) with Steel Solar, LLC and (b) the Participant has elected to participate in the Steel Solar 1A PPA pursuant to the Steel 1(A) Solar Project Firm Power Supply Agreement Second Amended and Restated Transaction Schedule (such Transaction Schedule and the Master Firm Power Supply Agreement are referred to collectively herein as the “*Firm PSA*”) between the Participant and UAMPS;*

WHEREAS, the Participant understands that in order to provide a discounted price for a portion of the electricity sold to the Participant under the Firm PSA (such portion is referred to herein as the “*Prepaid Portion*”), UAMPS will participate in a prepayment transaction being undertaken by Southeast Energy Authority, a Cooperative District (“*SEA*”) by (a) assigning its rights to a portion of the electricity to be delivered under the Steel Solar 1A PPA to the commodity supplier under the prepayment transaction and (b) entering into a Commodity Supply Contract (the “*Supply Contract*”) with SEA under which it will purchase the assigned electricity from SEA at a price that reflects a discount from the contract price under the Steel Solar 1A PPA, and the savings from such discount will be applied by UAMPS for the benefit of the Participant and the other Participants in the Steel Solar 1A PPA;

WHEREAS, the Participant has been advised that SEA will issue bonds to finance a prepayment for the electricity that it sells to UAMPS under the Supply Contract (the “*Prepay Bonds*”) with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the “*Code*”); and

WHEREAS, the Participant acknowledges that its use of the Prepaid Portion of the electricity it purchases under the Firm PSA will be subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds, and desires to adopt this resolution to authorize a Tax Certificate and Agreement that sets forth the Participant’s agreement to comply with such restrictions;

* Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Firm PSA and the Tax Certificate and Agreement.

Now, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF HURRICANE CITY, UTAH, AS FOLLOWS:

Section 1. Approval of Tax Certificate and Agreement. The Tax Certificate and Agreement, in substantially the form attached hereto as *Exhibit A*, is hereby authorized and approved.

Section 2. Authorized Officers; Final Changes and Dating. The Participant's Representative and Alternate Representative to UAMPS (the "Authorized Officers") are each hereby authorized to execute and deliver the Tax Certificate and Agreement and to deliver the same to UAMPS on behalf of the Participant. Each of the Authorized Officers is hereby delegated authority to approve such changes to the Tax Certificate and Agreement as are necessary to complete the form thereof, together with any minor or non-substantive changes, and his or her execution of the Tax Certificate and Agreement shall be conclusive evidence of such approval. The Authorized Officers shall deliver an executed and undated copy of the Tax Certificate and Agreement on or prior to the date requested by UAMPS, and UAMPS is hereby be authorized to deliver the Tax Certificate and Agreement, dated the issue date of the Prepay Bonds, to SEA on behalf of the Participant.

Section 3. Other Actions With Respect to the Tax Certificate and Agreement. The Authorized Officers shall take all action necessary or reasonably required to carry out and give effect to the Tax Certificate and Agreement including adjusting the priority of the Participant's resources within the UAMPS Power Pool to ensure the Qualified Use of the electricity from the Participant's Entitlement Share in the Project.

Section 4. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 5. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Governing Body of Hurricane City, Utah, this day,

_____.

HURRICANE CITY, UTAH

By _____
Mayor

[SEAL]

ATTEST:

City Recorder

EXHIBIT A

[TAX CERTIFICATE AND AGREEMENT]

TAX CERTIFICATE AND AGREEMENT

This Tax Certificate and Agreement is executed in connection with the Commodity Supply Contract (the “*Supply Contract*”) between Southeast Energy Authority, a Cooperative District (“*SEA*”) and Utah Associated Municipal Power Systems (“*UAMPS*”).

WHEREAS, _____ (the “*Participant*”) is a member of UAMPS and has entered into the Master Firm Power Supply Agreement dated as of _____, and [describe Red Mesa, Steel Solar 1A and Steel Solar 1B transaction schedules as applicable] (the “*Firm PSA*”)¹ with UAMPS pursuant to which the Participant has an Entitlement Share (as defined in the Firm PSA) in the energy, environmental attributes and other benefits received by UAMPS under the [describe Red Mesa, Steel Solar 1A and Steel Solar 1B PPAs as applicable] (the “*PPA*”)²;

WHEREAS, the Participant understands that in order to provide a discounted price for a portion of the electricity sold to the Participant under the Firm PSA (such portion is referred to below as the “*Prepaid Portion*”), UAMPS will participate in a prepayment transaction being undertaken by SEA by (a) assigning its rights to a portion of the electricity to be delivered under the PPA to the commodity supplier under the prepayment transaction and (b) entering into the Supply Contract under which it will purchase the assigned electricity from SEA at a discounted price for sale to the Participant under the Firm PSA;

WHEREAS, the Participant further understands that SEA will issue bonds to finance a prepayment for the electricity that it sells to UAMPS under the Supply Contract (the “*Prepay Bonds*”) with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the “*Code*”); and

WHEREAS, the Participant acknowledges that its use of the Prepaid Portion of the electricity it purchases under the Firm PSA is subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds;

ACCORDINGLY AND IN FURTHERANCE OF THE FOREGOING, THE PARTICIPANT HEREBY CERTIFIES AND AGREES AS FOLLOWS:

1. The Participant is a political subdivision of the State of _____,³ and owns and operates a municipal utility system that provides electricity service to retail customers located in an established service area (the “*System*”).

- 1 For Participants in more than one transaction schedule, the term “Firm PSA” will apply separately to each transaction schedule.
- 2 For Participants in more than one transaction schedule, the term “PPA” will apply separately to each Power Purchase Agreement.
- 3 Utah for all Participants, except California for TDPUD and Nevada for Fallon.

2. The Participant will (a) use all of the Prepaid Portion of the electricity it acquires under the Firm PSA in a Qualified Use (as defined below), (b) not take any action (or make any allocation) that is inconsistent with the Qualified Use of the Prepaid Portion of such electricity, (c) not take or omit to take any action with respect to the Prepaid Portion of such electricity, its Entitlement Share or its System which could adversely affect the tax-exempt or tax-advantaged status of interest on the Prepay Bonds or any refunding bonds issued by SEA, (d) take, and pay the costs of, such remedial actions as may be necessary to maintain the tax-exempt or tax-advantaged status of interest on the Prepay Bonds or any refunding bonds in the event of its failure to use such electricity in a Qualified Use, and (e) act in accordance with such reasonable written instructions as may be provided by SEA (through UAMPS) from time to time in order to maintain the tax exempt or tax-advantaged status of the Prepay Bonds.

3. "*Qualified Use*" means the sale of electricity to retail customers located within the "electricity service area" of a municipal utility pursuant to generally applicable and uniformly applied rate schedules or tariffs; *provided* that: (a) "Qualified Use" shall not include any sale of electricity that gives rise to "private business use" or a "private loan" within the meaning of Section 141 of the Code; and (b) "Qualified Use" shall include such additional uses of electricity as may be approved by SEA (through UAMPS) with a favorable opinion of bond counsel. For purposes of this definition: (i) "electricity service area" has the meaning assigned to such term in U.S. Treasury Regulation Section 1.148-1(e)(2)(iii); and (ii) a "municipal utility" is a state or local government unit that owns and operates an electric distribution utility.

4. In each of the five calendar years preceding 2024, the amount of electricity sold to retail customers in the Participant's electricity service area has equaled or exceeded the amount of the Prepaid Portion of the electricity attributable to its Entitlement Share under the Firm PSA (excluding the amount of electricity that the Participant was obligated to take under a long term agreement that was either (i) purchased pursuant to a long term prepaid agreement using the proceeds of tax-exempt or tax-advantaged obligations, or (ii) generated from gas that a person is obligated to take under a long term agreement that was purchased pursuant to a long term prepaid agreement using the proceeds of tax-exempt or tax-advantaged obligations), and it anticipates this to be the case in 2024.

5. The Participant expects to make the required payments under the Firm PSA solely from the current revenues of the System.

Dated: _____, 2024.

[NAME OF PARTICIPANT]

By: _____
[Name]
[Title]

March 2024

Project Meeting Overview Report

CARBON FREE POWER PROJECT (CFPP)

1. Discussed in Executive Session:
 - a. Project wind down status, timeline and Department of Energy interactions.
2. **Approved resolution authorizing and approving the Third Amendment to the Revolving Credit and Security Agreement and the amended Fee Letter between UAMPS and Bank of America, and related matters.**

CENTRAL-ST. GEORGE PROJECT

1. Discussed Asset Audit including an overview, project schedule and a review of the memo worksheet.
2. **Approved Hurricane Joint Use Agreement.**
3. Discussed Rights of Way (ROW):
 - a. Dennett Development including analysis complications, now replacing three poles and the increased cost.
 - b. Sand Hollow Road including successful coordination meeting, PID building pad and continued coordination to complete replacement.
4. Discussed St. George Transformer update including capital work suspension, PAC response and PAC's position on cost allocation.
5. Discussed the Operations Report including substation reports for the month of February.

FIRM POWER SUPPLY PROJECT

1. Discussed Prepay for Solar Reboot including completing the Prepay transaction closing date scheduled for May, next steps for approval and details regarding the solar Prepay.

2. Discussed Steel 1A & 1B Project including Commercial Operation Dates (COD), 1A is currently generating test energy, 1B construction updates, battery energy storage system (BESS) proposal, site photos and next steps.
3. Discussed Red Mesa Tapaha Project including the status of the project and next steps.
4. Discussed Red Mesa Curtailment Options including the creation of the scheduling model, economic dispatch hierarchy, average output of energy and estimated cost per option (redirect, sale, curtail).
5. **Approved Resolution regarding a Power Supply Contract and Limited Assignment Agreements between UAMPS and Southeast Energy Authority (SEA) and participation in a prepaid energy transaction being undertaken by SEA; approving tax and disclosure agreements; delegating authority to approve final terms; and related matters.**
6. Discussed the Operations Report including output and scheduling from each resource for the month of February.

GOVERNMENT AND PUBLIC AFFAIRS PROJECT (GPA)

1. Discussed a debrief on the congressional meetings during the 2024 APPA Legislative Rally.
2. Discussed Federal & State Legislative including Executive Branch and Congressional Updates:
 - a. 2024 Presidential Election and candidate details.
 - b. Election polls and issues resonating with voters.
 - c. Crucial states for the election including Georgia and Arizona.
 - d. Congressional update including the Atomic Energy Advancement Act and permitting reform.
 - e. Colorado River Storage Project (CRSP) political updates including SEIS regarding the Smallmouth Bass fish species.
 - f. Call to action regarding SEIS “me too” letters due March 25th.
 - g. Utah 2024 Elections including the Governor Race, U.S. Senate Race, CD 3 and AG Race.
 - h. State Legislative recap including the number of bills passed, budget and announced retirements.
 - i. 2024 Energy Bill Summary including bills affecting both Rocky Mountain Power (RMP) and Intermountain Power Agency (IPA).

- j. 2024 Legislative Reception and 2024 Legislative Rally event debriefs.

HORSE BUTTE PROJECT (HBW)

1. Discussed Conditional Use Permit including follow-up from last month, Bonneville County letter from March and future path with Bonneville County.
2. Discussed landowner concerns and staff is creating a recommendation for landowners with a lease and no turbine payment.
3. Discussed plant operations including plant maintenance/upgrades, photos of the site and site updates.
4. Discussed the Operations Report including production output for the month of February.

HUNTER PROJECT

1. Discussed in Executive Session:
 - a. Long-term strategy including recent activities, Rocky Mountain Power and next steps.
 - b. PacifiCorp Side Letter Agreement including background and new conditions to the original agreement from December 2023.
2. Discussed the Operations Report including plant scheduled output for the month of February.

INTERMOUNTAIN POWER PROJECT (IPP)

1. Discussed legislative update referring to the Government and Public Affairs Project (GPA).
2. Discussed plan update including coal supply for callback.
3. Discussed the Operations Report including scheduled output for the month of February.

MEMBER SERVICES PROJECT

1. Discussed the Payson City Generator Project including project details and plan for moving forward.

2. **Approved Payson City Generator Project.**
3. Discussed AMI including review of AMI Taskforce meeting.
4. Discussed Member Services Survey including survey results from members regarding current services provided and suggested additional services.
5. Discussed High Wind Resiliency Grant Service including cost share, roles of responsibility and the documents needed.
6. **Discussed Grant Services Webinar scheduled for Thursday, March 21st at 9:30am MT.**
7. Discussed adding Hyrum to the equipment share.

NEBO (PAYSON) PROJECT

1. Discussed UAMPS Hedging Policy including the “sweet spot”, term purchases compared to projected runs, volume differences against term purchases, shoulder months and future considerations.
2. Discussed plant operation including February statistics, operational item highlights, plant maintenance/safety highlights and plant water regarding both Payson City Sewer Water and Payson City Culinary Water.
3. Discussed Nebo 138 kV transmission line damage update including pictures of the line, completed repair work and starting the insurance claim.
4. Discussed Rights of Way (ROW):
 - a. Cloud 9 Recreation Center expansion.
 - b. Proposed development for adding Tesla chargers within ROW.
5. Discussed the Operations Report for the month of February including Nebo energy breakdown and Nebo sales margins.

POOL PROJECT

1. Discussed PX & Scheduling Report including long-term and short-term purchases by counterparties and average rate by year.
2. Discussed optimizing the UAMPS energy portfolio including EIM pricing, upcoming major projects for operations, summer forecast and future look at PV and MIDC.
3. Discussed the Operations Report for the month of February including load peak and energy, along with Pool information.

RESOURCE PROJECT

1. Discussed in Executive Session:
 - a. Fremont Solar including the status of the project and next steps.
 - b. Natural Gas Study including the status of the project, timeline and next steps.
 - c. Resource Procurement Plan including capacity outlook and continuing to review and evolve the plan.
2. **Approved the Resource Procurement Plan.**

SPECIAL MEMBER MEETING

1. **Elected Directors for both the Pool and Resource Projects.**
2. **Deemed Director in the Craig-Mona, CRSP, Natural Gas, Nebo and San Juan Projects.**

BOARD OF DIRECTORS MEETING

1. **Approved resolution authorizing and approving the Third Amendment to the Revolving Credit and Security Agreement and the amended Fee Letter between UAMPS and Bank of America, and related matters.**
2. **Approved resolution approving a Power Supply Contract and Limited Assignment Agreements between UAMPS and Southeast Energy Authority (SEA) and participation in a prepaid energy transaction being undertaken by SEA; approving tax and disclosure agreements; delegating authority to approve final terms; and related matters.**
3. Discussed Operations Report:
 - a. Natural Gas storage including regional storage, weather effects and consumption.
 - b. Industry News including CAISO EDAM schedule, PacifiCorp Stakeholder Process and NV Energy influence.
 - c. Seasonal Outlook including March forecast, prior month, 1-5 month precipitation forecast and electricity wholesale prices.
4. Discussed UAMPS Bylaws amendments including member feedback and next steps.

Project Meeting Overview Report

5. Discussed next month's UAMPS Board Meetings in St. George and municipal toolkit workshop.
6. Discussed continuing education class for electrical license being held in Lehi in June.
7. Discussed Lehi's open house in May after UAMPS Board Meetings.
8. Approved all action items for the Project Meetings.

