# HURRICANE CITY
UTAH

**Mayor**
Nanette Billings

**City Manager**
Kaden C. DeMille

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

## Power Board Meeting Agenda

9/4/2024

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 August 2024

**STAFF REPORTS**

Scott Hughes/Power Director
Mike Ramirez/Service Superintendent

**OLD BUSINESS**

**NEW BUSINESS**

1. Discussion and possible recommendation to the City Council on a **Power Line Extension request** for Hurricane Cliffs – Todd Getz
2. Discussion and possible recommendation to the City Council on a **Power Line Extension request** for Strawberry Fields – Kyson Spendlove
3. Connection Fees Update – Mike Ramirez
4. Consideration of possible recommendation to the City Council concerning the purchase of assets on the Hurricane East Bench from Rocky Mountain Power – Scott Hughes
5. UAMPS Updates – Scott Hughes
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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The Hurricane City Power Board met on August 7, 2024, at 3:00 p.m. at the Clifton Wilson Substation located at 526 W 600 N.

In attendance were Mac Hall, Dave Imlay, Joseph Prete (remote), Kerry Prince, Scott Hughes, Brian Anderson, Mike Ramirez, Jared Ross, Fred Resch, Mike Vercimak, Dayton Hall, Nanette Billings, Bruce & Linda Zimmerman, Jordan Whitlock, Steven Lord, Karl Rasmussen, Rhett Beazer, and Crystal Wright.

Mac Hall welcomed everyone to the meeting. Kerry Prince led the Pledge of Allegiance and Dave Imlay offered the prayer. Dave Imlay motioned to approve minutes from the June and July 2024 meetings. Kerry Prince seconded the motion. Motion passed unanimously.

Mac Hall stated that we will be moving the New Business items to the beginning of the agenda due to some board members needing to leave early today.

**Discussion and possible recommendation to the City Council on a Power Line Extension request for Copper Sky Estates:** Brian Anderson explained the area where this is located and the issue with lack of distribution lines, although there is available existing capacity from the Three Falls Substation as well as the Brentwood Substation. We can serve load to this subdivision; however, the developer would be responsible for any upgrades to existing infrastructure or to build new infrastructure and the acquisition of any easements needed for the project. He described some specific options available to serve power to this project. Mike Vercimak asked if this project has been submitted to the Planning Commission. Fred Resch stated no because this project is outside of city limits. Rhett Beazer with Alpha Engineering explained that this project is currently within Washington County boundaries, however, for them to go through their zone change process with Washington County they have to provide approval that there are adequate power and water resources for the project. Hurricane City Power is the power provider in that area, so that's why they are starting here. Scott Hughes explained this approval isn't a final approval. It submits the recommendation for approval to move forward to the City Council. If the approval to move forward is granted, then we would come back and work out the details to make the project happen. The details would then be finalized and come back for a final recommendation for approval to Power Board and follow through to City Council. There was a lot of discussion trying to understand the flow of this new process as it is written in the ordinance. Dave Imlay explained that these line extensions are all in the same area and are connected in the sense that they have similar needs and would like to make a motion to recommend approval to move forward for all the line extensions that are on the agenda to the City Council. Kerry Prince seconded the motion. Motion passed unanimously.

Karl Rasmussen provided an update on the work moving forward with the easements along one of the routes from the map. Mike Vercimak asked if we bring power down SR-7 if we could combine Neighborhood 6 and Balance of Nature. Brian Anderson explained those two projects alone will require a full circuit but could be combined. Scott Hughes stated each developer would submit individual applications and our recommendation would be to combine the projects in that case for final approval to the City Council.

DRAFT

**Discussion and possible recommendation to the City Council on a Power Line Extension request for Sand Hollow Mesa Neighborhood 6:** This was approved to move forward during New Business agenda item 1.

**Discussion and possible recommendation to the City Council on a Power Line Extension request for Balance of Nature Phase 2B and Phase 3:** This was approved to move forward during New Business agenda item 1.

**Discussion and possible recommendation to the City Council on a Power Line Extension request for Hurricane Paradise:** This was approved to move forward during New Business agenda item 1.

**Discussion and possible recommendation to the City Council on a Power Line Extension request for Bramall Ridge:** This was approved to move forward during New Business agenda item 1.

**Scott Hughes:** Scott Hughes reported Jaxon Mackelprang left to accept an Apprenticeship with another city. He reminded the board about the UAMPS Member Conference coming up in a couple weeks. He gave an update regarding peak load. In 2023, our peak load was 50.48MW. We have surpassed that peak load 17 times this year. For the current 2024 year, we hit our all-time peak of 55.76MW. We hit that peak yesterday, August 6th. He provided an update regarding the increased meter count. He provided an update regarding the connection costs that had been submitted for approval to the City Council a couple weeks ago. Those connection cost updates were approved, however, the process to bring the decision level to the Power Board was denied. We will continue to update and submit those changes to the City Council. He provided an update regarding power prices for the month of June.

**Brian Anderson:** Brian Anderson reported on Capacity Project 2.0, Phase 1, which was the reconductoring needed on 3000 South. Then he described some work the Line Crew has been working on for the new Lone Pine Subdivision. There is still some offsite work and easements needed for that project.

**Jared Ross:** Jared Ross reported the regulators have been moved from Three Falls back to Anticline. They did some testing on one of the transformers out at Anticline so they can get that re-energized. He provided updates to some of the maintenance items that have been completed during the generator run this season. Dave Imlay asked if we had to run diesel generators at all this season. Jared Ross replied that yes, we had run them for two days in July. They ran well and we brought them up at midday as prices changed and dictated. We haven't needed them since.

**Discussion concerning Pre-Qualified Contractors:** Mike Ramirez reported that the City Council gave us a recommendation to move forward with this topic. We're continuing to have discussions about how to move forward. We're still talking to the State regarding possible routes.

**Discussion about Power Cost Adjustments:** Scott Hughes stated he had asked Utility Financial Services (UFS) for a quote. They want us to complete a full analysis. He asked other cities who have recently implemented PCA's about the cost of their studies. He stated a couple cities had completed a full rate study, and they were in the $25,000 range for their rate study and PCA study. Mac Hall stated he feels like we've been able to react to prices and remain solvent and a study may not be necessary at this time.

**UAMPS Updates:** Scott Hughes provided the updates in the packet. We will not review them if there aren't any questions.

Power Board adjourned at 4:15 p.m. The next Power Board Meeting is scheduled for September 4, 2024, at 3:00 p.m.

DRAFT

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*AUGUST 7, 2024 – 3:00 pm*

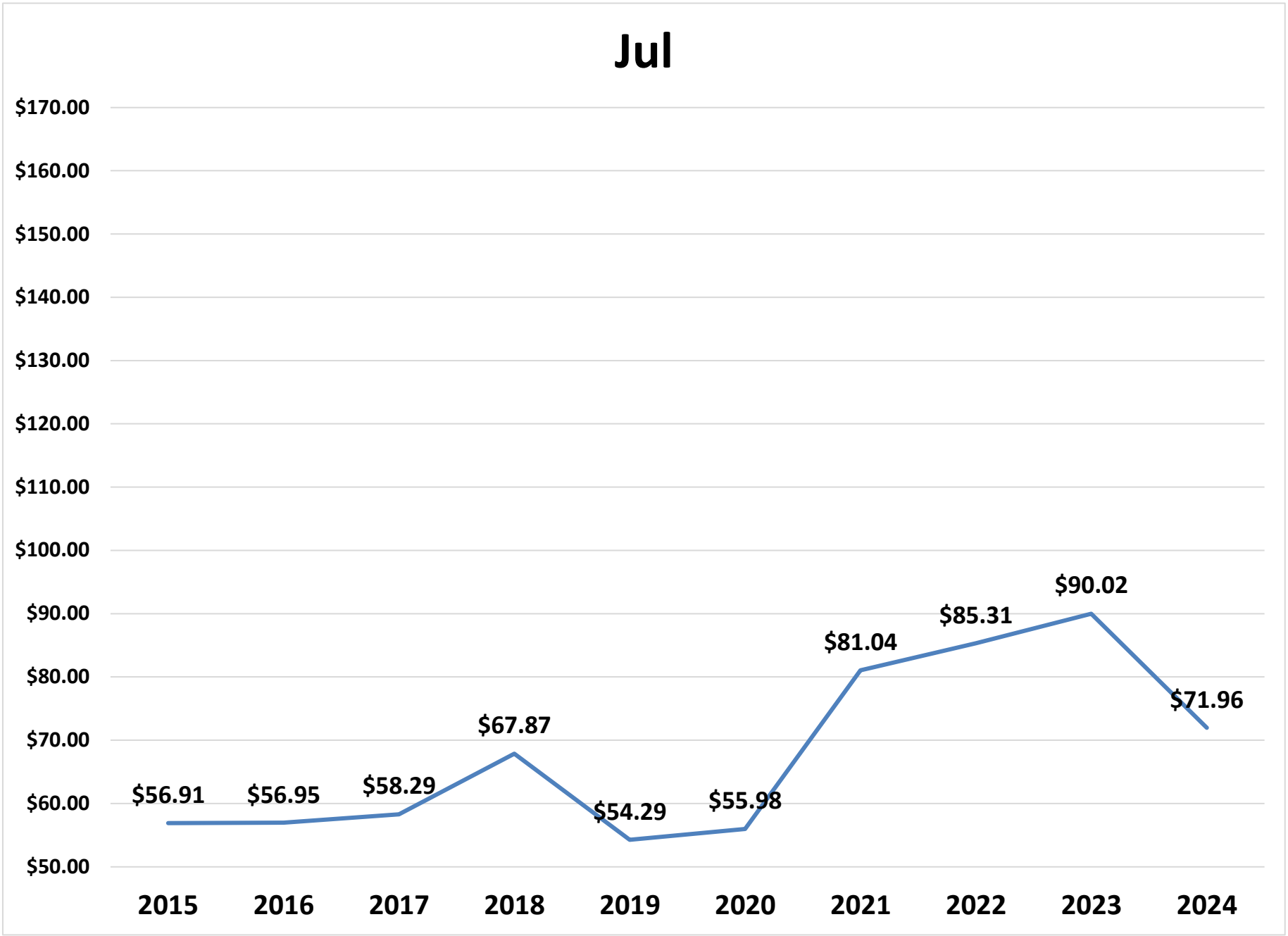
## POWER BOARD SIGN-IN SHEET

**Please PRINT your First & Last Name and Company (if applicable)**

Jordan Whitlock Elevate Engineering
Steven Lord
KARL RASMUSSON
Nanette Billings
Rhett Beazer (Alpha Engineering)

526 West 600 North • Hurricane, Utah • 84737
Phone (435) 635-5536 • Fax (435) 635-4127 • www.cityofhurricane.com

# BUDGET


Jul
$170.00
$160.00
$150.00
$140.00
$130.00
$120.00
$110.00
$100.00
$90.00
$80.00
$70.00
$60.00
$50.00
$56.91
$56.95
$58.29
$67.87
$54.29
$55.98
$81.04
$85.31
$90.02
$71.96
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024

# AVERAGE YEARLY POWER PRICES

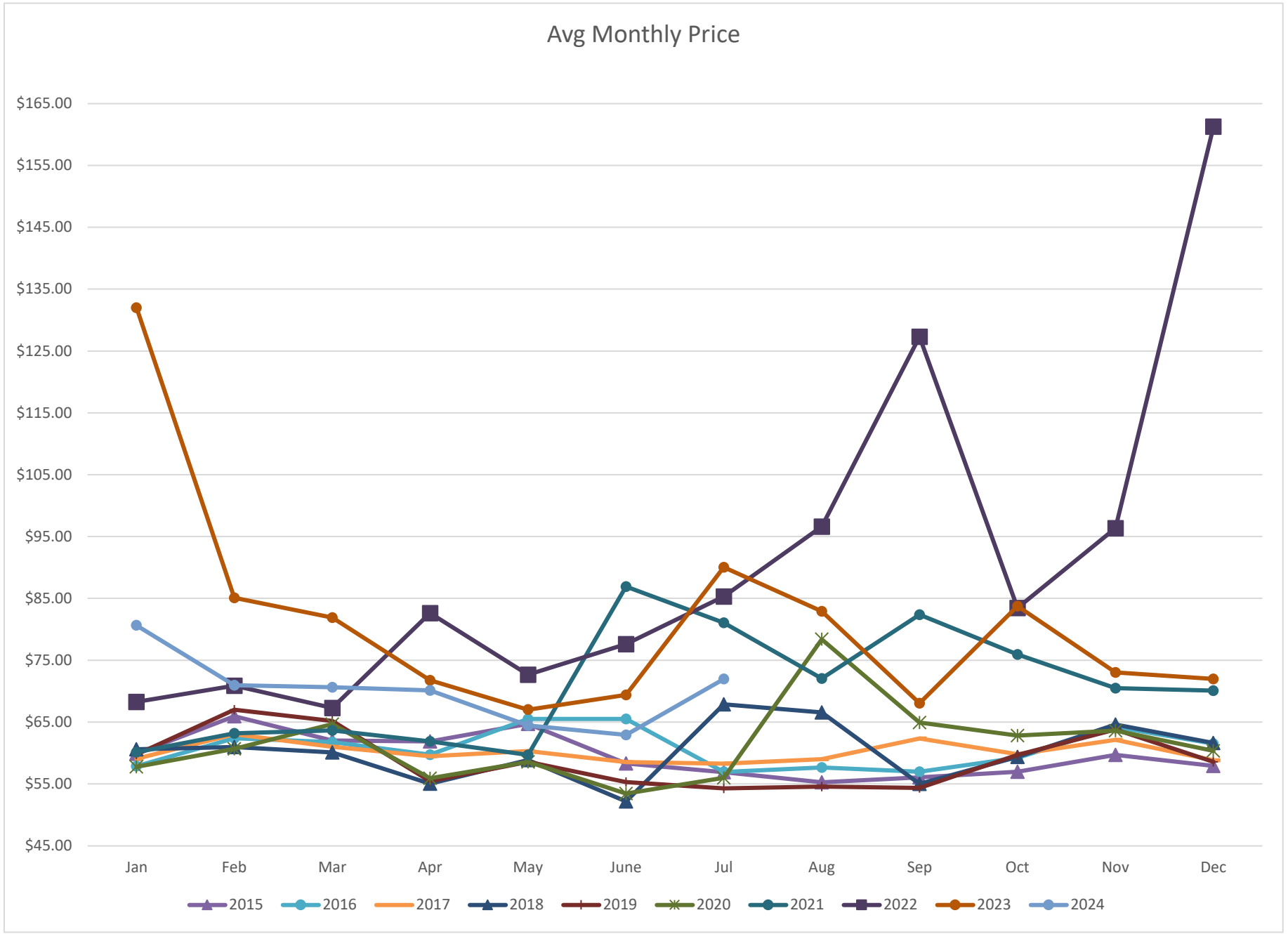
23-24 bdgt amount (thru May 2024) **$76.42**

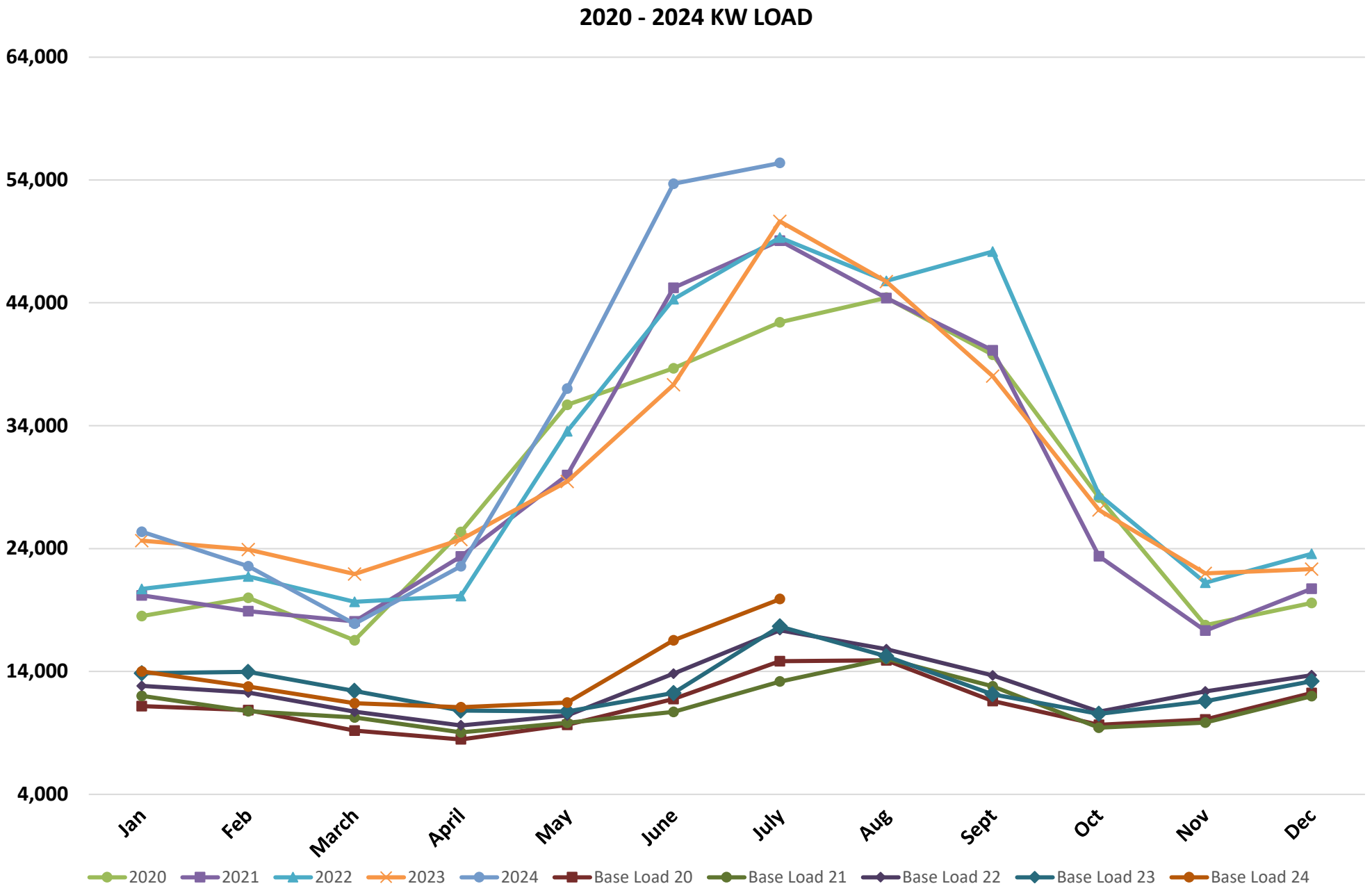
BDGT Year to Date **$74.77**

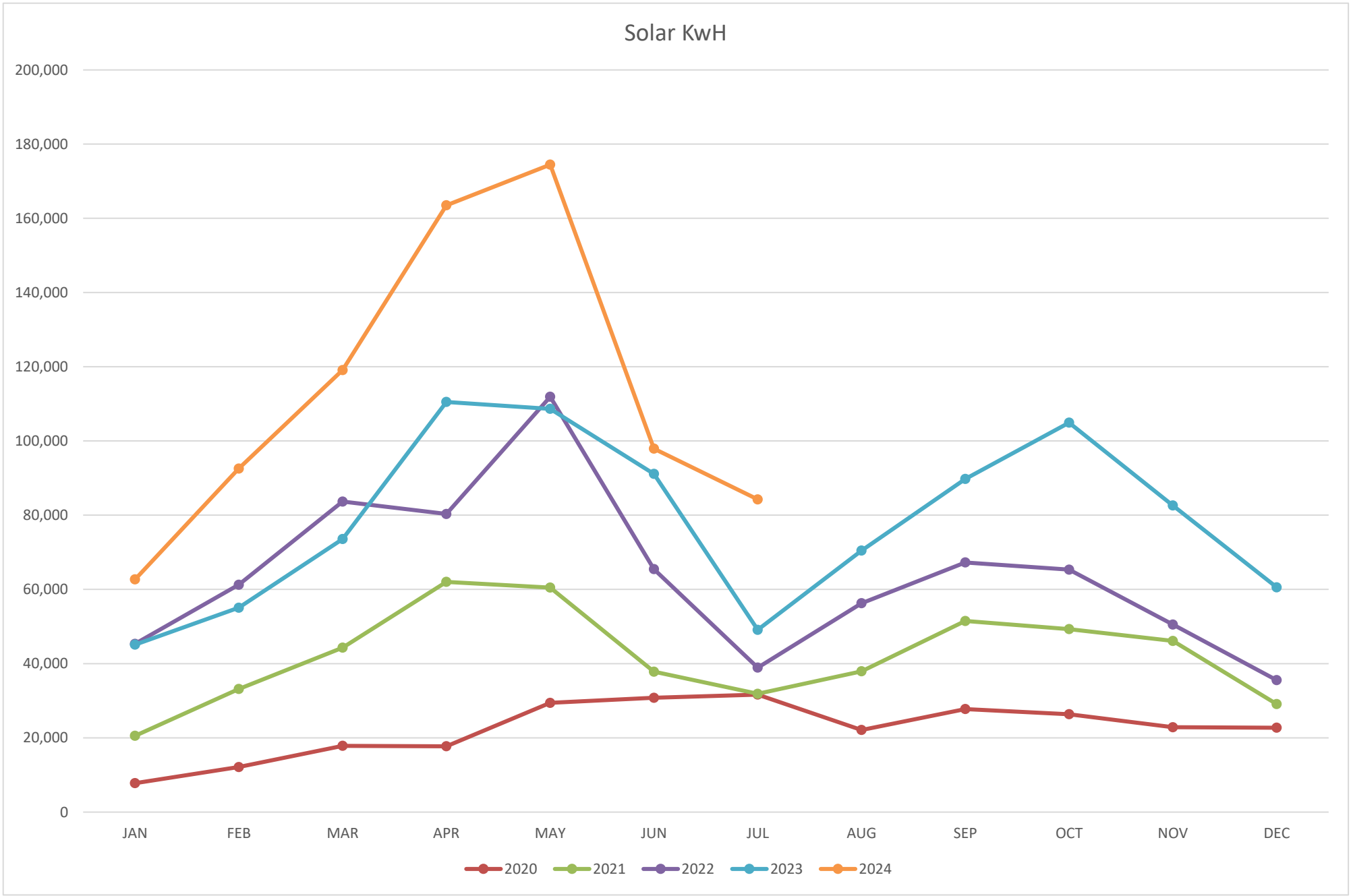
| | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|---|---|---|---|---|
| *Jan* | $59.86 | $57.87 | $59.07 | $60.62 | $59.75 | $57.76 | $60.14 | $68.25 | $132.00 | $80.65 |
| *Feb* | $65.94 | $62.38 | $63.04 | $60.96 | $67.00 | $60.67 | $63.19 | $70.88 | $85.08 | $70.96 |
| *Mar* | $62.03 | $61.77 | $60.99 | $60.09 | $65.17 | $64.67 | $63.64 | $67.28 | $81.89 | $70.62 |
| *Apr* | $61.88 | $59.71 | $59.49 | $55.02 | $55.44 | $55.92 | $61.86 | $82.63 | $71.74 | $70.12 |
| *May* | $64.71 | $65.51 | $60.32 | $58.86 | $58.55 | $58.55 | $59.69 | $72.66 | $67.01 | $64.45 |
| *June* | $58.30 | $65.51 | $58.54 | $52.17 | $55.30 | $53.44 | $86.91 | $77.60 | $69.40 | $62.94 |
| *Jul* | $56.91 | $56.95 | $58.29 | $67.87 | $54.29 | $55.98 | $81.04 | $85.31 | $90.02 | $71.96 |
| *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 | $70.24 |
| *Weighted Avg* | $58.99 | $59.55 | $59.90 | $60.56 | $58.11 | $61.98 | $72.46 | $92.09 | $81.92 | $69.78 |

*Cy to Date*

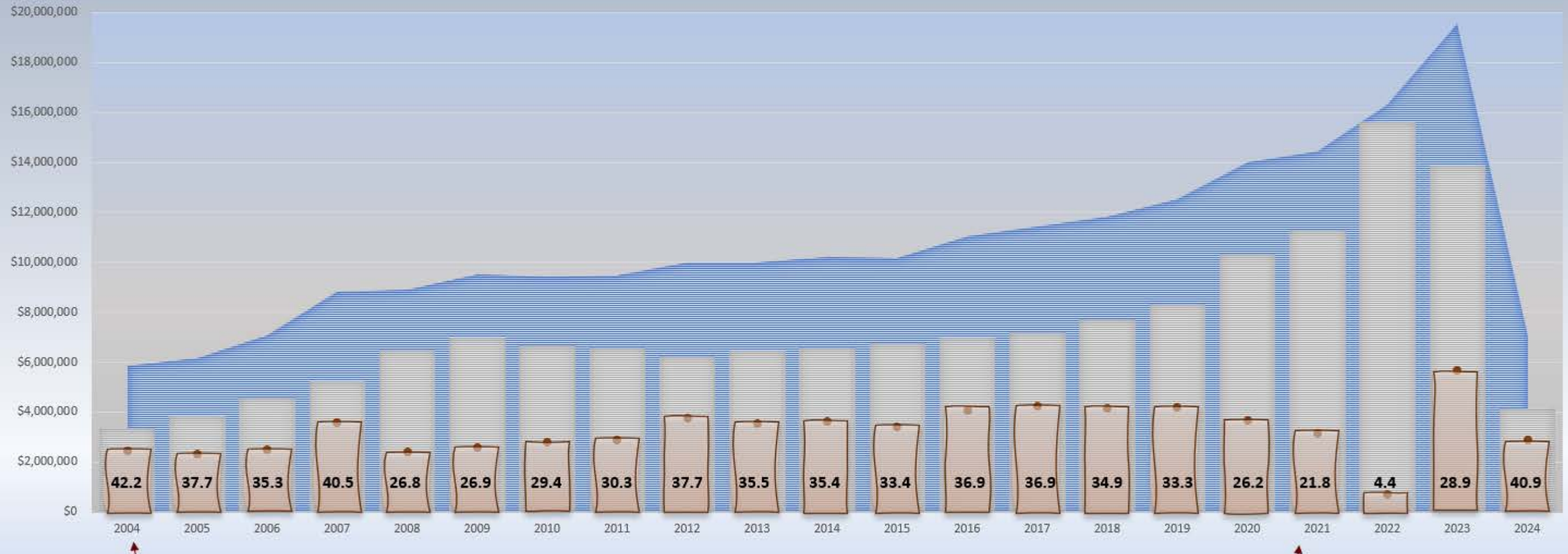
*These figures capture the total cost of power to the power department. The power department uses costs only associated with the purchasing and generation of power and includes debt payments and interest associated with power resources.*


Avg Monthly Price
$165.00
$155.00
$145.00
$135.00
$125.00
$115.00
$105.00
$95.00
$85.00
$75.00
$65.00
$55.00
$45.00
Jan
Feb
Mar
Apr
May
June
Jul
Aug
Sep
Oct
Nov
Dec
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024


2020 - 2024 KW LOAD
64,000
54,000
44,000
34,000
24,000
14,000
4,000
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
2020
2021
2022
2023
2024
Base Load 20
Base Load 21
Base Load 22
Base Load 23
Base Load 24

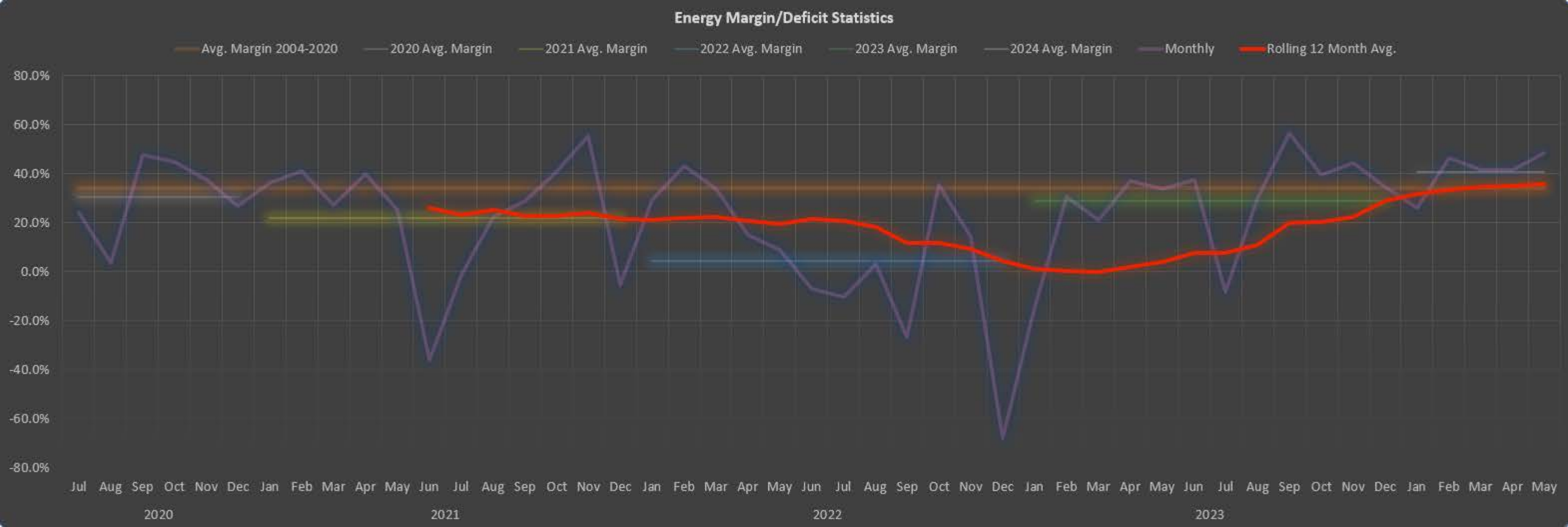

Solar KwH
200,000
180,000
160,000
140,000
120,000
100,000
80,000
60,000
40,000
20,000
0
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
2020
2021
2022
2023
2024

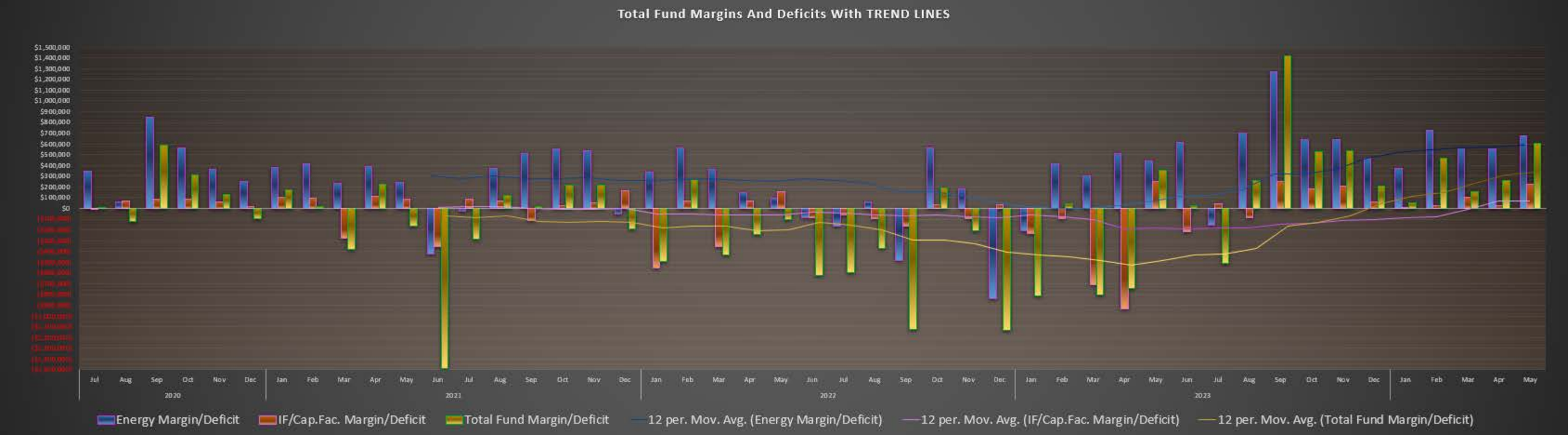
# ENERGY REVENUE MARGINS AND DEFICITS BY YEARS



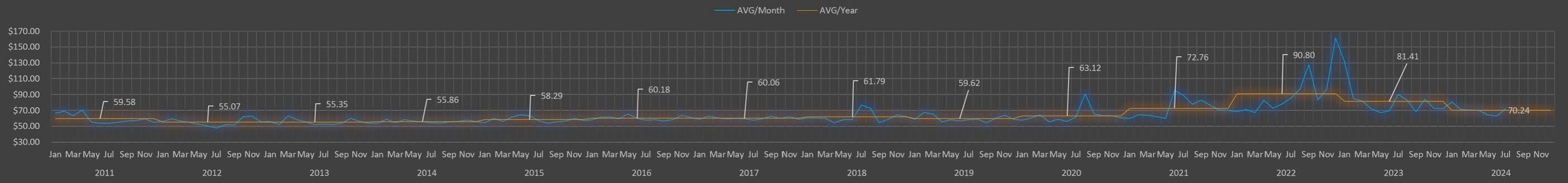

Average Energy Margin 2004 Thru 2020 = **34.1%**

Energy Revenue  Cost of Sales  • Energy Margin/Deficit $


Energy Margin/Deficit Statistics
Avg. Margin 2004-2020
2020 Avg. Margin
2021 Avg. Margin
2022 Avg. Margin
2023 Avg. Margin
2024 Avg. Margin
Monthly
Rolling 12 Month Avg.
80.0%
60.0%
40.0%
20.0%
0.0%
-20.0%
-40.0%
-60.0%
-80.0%
Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May
2020
2021
2022
2023


Total Fund Margins And Deficits With TREND LINES
$1,500,000
$1,400,000
$1,300,000
$1,200,000
$1,100,000
$1,000,000
$900,000
$800,000
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$0
Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May
2020
2021
2022
2023
Energy Margin/Deficit
IF/Cap.Fac. Margin/Deficit
Total Fund Margin/Deficit
12 per. Mov. Avg. (Energy Margin/Deficit)
12 per. Mov. Avg. (IF/Cap.Fac. Margin/Deficit)
12 per. Mov. Avg. (Total Fund Margin/Deficit)

# Power Prices For Hurricane City



# APPLICATION FOR POWER SERVICES

HURRICANE CITY UTAH

Applicant Name Todd Getz G&R Develpment / DAF Dev. Phone Number 435-229-3643

Engineer or Engineering Firm RosenBerg / Rod Reed

Mailing Address (Required) 297 Auto Mall Dr. St. George Utah, 84770

Service Address (Required) 3375 South 1100 West Hurricane Utah, 84737

Subdivision Name Hurricane Cliffs Phase 4 / 8 Lot # _____ Parcel # _____

Email Address (Required) wtgdevelopment@gmail.com

**SITE INFORMATION** ☐ SINGLE RESIDENCE OR UNIT (1 METER) ☑ SUBDIVISION OR MULTI UNIT DEVELOPMENT
# OF UNITS 75SF 54MF

**TYPE OF SERVICE** ☑ RESIDENTIAL ☑ COMMERCIAL ☐ INDUSTRIAL

**VOLTAGE NEEDED** Single Phase ☑ 120/240 ☐ 240/480

Three Phase ☐ 120/208 ☐ 277/480

**SERVICE/PANEL AMPS** ☑ 200 # of units 54 ☑ 400 # of units 75 ☐ 600 # of units ____ ☐ OTHER ____ # of units ____

SITE PLAN WITH DIMENSIONS FROM PROPERTY LINES TO METER BASE LOCATION **ATTACHED (REQUIRED)** ☑ YES

*Industrial and Commercial requests will require load calculations prepared by an electrical engineer and shall be attached to this application

*Power Construction Design will be based on information from this application. All designs will have a fee from the power department. These fees must be paid before power is given.

*Hurricane City Power Recommends 400Amp design for 1/3 acre lots sizes and above. Changes or upgrades to amp sizes from original submitted application will result in increased cost to developer for infrastructure upgrades as well as additional design fees.

(PLEASE SEE HURRICANE CITY POWER BEFORE PROCEEDING)
For Official Power Department Comments ONLY:

Hurricane City Power recommend for approval ☐
Hurricane City Power recommend for denial ☐ Date of Power Recommendation _____

I acknowledge that I have read and understand Hurricane City's new construction application and requirements

Developer or Engineer Authorized by Developer _____ Date 08/22/2024

Hurricane City Power _____ Date _____

COPPER ROCK PROPERTIES, LLC
PARCEL No. H-3394-C
(CURRENTLY ZONED: R1-10)

FUTURE ROAD

BRAMALL CONSTANCE POLVE TR
PARCEL No. H-3394-F
(CURRENTLY ZONED: RA-1)

JOHN BRAMALL, LLC
PARCEL No. H-3394-B-1
(CURRENTLY ZONED: RA-1)

BLUE MOUNTAINS PROPERTY ENTERPRISES, LLC
PARCEL No. H-3394-J-1
(CURRENTLY ZONED: RM-2)

BLUE MOUNTAINS PROPERTY ENTERPRISES, LLC
PARCEL No. H-3394-H
(CURRENTLY ZONED: RM-2)

21 T42S R13W SLB&M

## ZONE PC (COMMERCIAL)

AVERAGE LOT AREA: 46,881 (2.22 ACRES) SQ.FT.
MIN. LOT AREA: 217,800 (5.00 ACRES) SQ.FT.
MIN. FRONTAGE: NO REQUIREMENT

SETBACKS
FRONT: 10'
REAR: 10'
SIDE: 10'
STREETSIDE: 20'

## ZONE PC (MULTI-FAMILY)

AVERAGE LOT AREA: 310,445 (7.13 ACRES) SQ.FT.
MIN. LOT AREA: 217,800 (5.00 ACRES) SQ.FT.
MIN. FRONTAGE: NO REQUIREMENT

SETBACKS
FRONT: 10'
REAR: 10'
SIDE: 10'
STREETSIDE: 20'

## ZONE OS (OPEN SPACE)

AVERAGE LOT AREA: N/A
MIN. LOT AREA: N/A
MIN. FRONTAGE: N/A

SETBACKS
FRONT: N/A
REAR: N/A
SIDE: N/A
STREETSIDE: N/A

## ZONE R1-15

AVERAGE LOT AREA: 15,000 (0.34 ACRES) SQ.FT.
MIN. LOT AREA: 12,000 (0.28 ACRES) SQ.FT.
MIN. FRONTAGE: 90'

SETBACKS
FRONT: 25'
REAR: 20'
SIDE: 10'
STREETSIDE: 20'

COPPER ROCK PROPERTIES, LLC
PARCEL No. H-3398-C-1
(CURRENTLY ZONED: R1-10)

ZONE OS (OPEN SPACE)
278780 sq ft
6.40 acres

ZONE PC (MULTI-FAMILY)
306887 sq ft
7.05 acres

ZONE PC (COMMERCIAL)
96881 sq ft
2.22 acres

ZONE R1-15 (SINGLE FAMILY)
1148778 sq ft
26.37 acres

GGTTI, LLC
PARCEL No. H-3394-A-8
(CURRENTLY ZONED: RA-1)

WTG PROPERTIES, LLC
PARCEL No. H-CFVE-1
(CURRENTLY ZONED: RA-1)

WTG PROPERTIES, LLC
PARCEL No. H-CFVE-2
(CURRENTLY ZONED: RA-1)

WTG PROPERTIES, LLC
PARCEL No. H-3394-A-10-D
(CURRENTLY ZONED: RA-1)

EXISTING HOME (TO REMAIN)

ZONE RA-1 (SINGLE FAMILY)
203224 sq ft
4.67 acres

CLIFF VIEW ESTATES
AUSTIN J SMITH
PARCEL No. H-CFVE-3
(CURRENTLY ZONED: RA-1)

B&W DEV LLC
PARCEL No. H-ROVE-17
(CURRENTLY ZONED: RA-0.5)

B&W DEV LLC
PARCEL No. H-ROVE-16
(CURRENTLY ZONED: RA-0.5)

LITTLE JOSHUA, ET AL
PARCEL No. H-ROVE-15
(CURRENTLY ZONED: RA-0.5)

B&W DEV LLC
PARCEL No. H-ROVE-10
(CURRENTLY ZONED: RA-0.5)

WEST 3270 SOUTH

0 100' 200'
SCALE: 1"=100'

OLSEN CRAIG W & DIANE W TRS
PARCEL No. HCFE-1-HV
(CURRENTLY ZONED: RA-1)

WEST TAMMY M
PARCEL No. HCFE-3-HV
(CURRENTLY ZONED: RA-1)

PRONESTI GEORGE ANGELO & CARRIE MARIE
PARCEL No. 3394-B-9-HV
(CURRENTLY ZONED: RA-1)

GLOVER GARY S & KIMLYNN L TRS
PARCEL No. 3394-G-HV
(CURRENTLY ZONED: RA-1)

NEBEKER SCOTT D & LIZ
PARCEL No. 3394-A-13-A-HV
(CURRENTLY ZONED: RA-1)

MOSER TONJA LYNN & HANS
PARCEL No. 3394-E-1-HV
(CURRENTLY ZONED: RA-1)

HURRICANE N KANAB, LLC
PARCEL No. CFDR-1-30-HV
(CURRENTLY ZONED: RA-1)

GAUCHE PAULA A, ET AL
PARCEL No. CFDR-1-29-HV
(CURRENTLY ZONED: RA-1)

SOUTH 1100 WEST

### OWNER/DEVELOPER/CONTACT

THE DEVELOPER FOR THIS PROJECT IS
GGTTI, LLC
CONTACT: LADD GILBERT
4150 COPPER SAGE STREET
LAS VEGAS, NEVADA 89115 (702) 658-7195

### OWNER/DEVELOPER/CONTACT

THE DEVELOPER FOR THIS PROJECT IS
WTG PROPERTIES, LLC
CONTACT: TODD GETZ
3499 EAST KIRK ROCKS DRIVE
ST. GEORGE, UTAH 84790 (435) 229-3643

### PROJECT ENGINEER

THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
CONTACT: ROBERT A. REID, P.E. OR DEL S. WETENKAMP
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790 (435) 673-8586

# HURRICANE CLIFFS

LOCATED IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN
CITY OF HURRICANE, WASHINGTON COUNTY, UTAH
DEVELOPED BY: WTG PROPERTIES, LLC & GGTTI, LLC

### SITE INFORMATION (PARCELS SEEKING ZONE CHANGE):

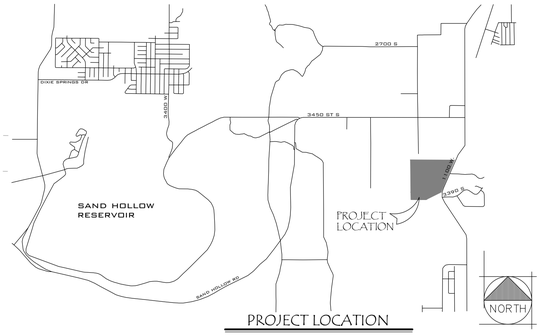
CURRENT ZONE: RA-1

TOTAL AREA: 42.04 AC (1,831,246 SQ.FT.)

- NEW ZONE PC (COMMERCIAL) AREA: 2.22 AC (96,881 SQ.FT.) = 5.28%
- NEW ZONE PC (MULTI-FAMILY) AREA: 7.05 AC (306,887 SQ.FT.) = 16.77%
- NEW ZONE OS (OPEN SPACE) AREA: 6.40 AC (278,700 SQ.FT.) = 15.22%
- NEW ZONE R1-15 AREA: 26.37 AC (1,148,778 SQ.FT.) = 62.73% (175 LOTS)

AVERAGE LOT SIZE: 1,148,778/175 = 15,317 SQ.FT.

NOTES:
-THIS PROJECT IS NOT LOCATED WITHIN A DESERT TORTOISE TAKE AREA.




PROJECT LOCATION
THE PROJECT IS LOCATED AT:
HURRICANE, UTAH

SCALE: NONE
VICINITY MAP
HURRICANE, UTAH

PHASE 1
PHASE 2
PHASE 3

DAF DEV, LLC
PARCEL No. H-3394-A-2-A
(CURRENTLY ZONED: R1-15)

COPPER ROCK GOLF COURSE, LLC
PARCEL No. H-3500-D
(CURRENTLY ZONED: R1-10)

COPPER ROCK PROPERTIES, LLC
PARCEL No. H-3397-H
(CURRENTLY ZONED: RR)

COPPER ROCK PROPERTIES, LLC
PARCEL No. H-3394-A-4-A-1
(CURRENTLY ZONED: R1-10)

FUTURE ROAD

EXISTING ROAD

COPPER ROCK PARKWAY

WEST 3390 SOUTH

DATE: 06/19/2024
JOB NO.: 12637-23-001
DESIGNED BY: DSW
CHECKED BY: RAR
DWG: Zone Change
REVISIONS / DATE

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

ZONE CHANGE EXHIBIT
FOR
HURRICANE CLIFFS
HURRICANE, UTAH

STATE OF UTAH
LICENSED PROFESSIONAL ENGINEER
No. 181604
ROBERT A. REID
06/19/24

SHEET
1
1 OF 1 SHEETS

Z:\12000-12999\12637-23-001 Hurricane Cliffs North Parcel\DWG\12637-23-001 Zone Change Exhibit.dwg, Zone Change, 6/19/2024 10:56:21 AM, dell




PROJECT LOCATION

THE PROJECT IS LOCATED AT:

HURRICANE, UTAH

SCALE: NONE

VICINITY MAP

HURRICANE, UTAH

DATE: 05/15/2024
JOB NO.: 12637-23-001
DESIGNED BY: DSN
CHECKED BY: RAR
DWG: Construction Base

DATE | REVISIONS

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

# PRELIMINARY SITE PLAN
FOR
# HURRICANE CLIFFS
HURRICANE, UTAH

SHEET
####
? OF ? SHEETS

Z:\12600-12699\12637-23-001 Hurricane Cliffs North Parcel\DWG\12637-23-001 Construction Base.dwg, SP, 5/15/2024 11:54:31 AM, dsl

# APPLICATION FOR POWER SERVICES

HURRICANE CITY UTAH

Applicant Name Kyson Spendlove Phone Number 435-635-2628

Engineer or Engineer Firm Interstate Rock Products, Inc.

Mailing Address 42 S. 850 W. Hurricane, UT 84737
(Required)

Service Address 1100 S & 400 W
(Required)

Subdivision Name/Lot # Strawberry Fields / 13

Email Address kyson.spendlove@interstaterock.com
(Required)

**SITE INFORMATION** ☐ SINGLE RESIDENCE OR UNIT (1 METER)

☐ SUBDIVISION OR MULTI UNIT DEVELOPMENT # OF UNITS 13

**TYPE OF SERVICE** ☑ RESIDENTIAL ☐ COMMERCIAL ☐ INDUSTRIAL

**VOLTAGE NEEDED**

Single Phase ☑ 120/240 ☐ 240/480

3 Phase ☐ 120/208 ☐ 277/480

**SERVICE/ PANEL AMPS** ☐ 200 # of units____ ☑ 400 # of units 13 ☐ 600 # of units____ ☐ OTHER____

SITE PLAN WITH DIMENSIONS FROM PROPERTY LINES TO METER BASE LOCATION **ATTACHED** ☑ YES ☐ NO
**(REQUIRED)**

*Industrial and Commercial requests will require load calculations prepared by an electrical engineer and shall be attached to this application

*Power Construction Design will be based on information from this application. All designs will have a fee from the power department. These fees must be paid before power is given.

*Hurricane City Power Recommends 400Amp design for 1/3 acre lots sizes and above. Changes or upgrades to amp sizes from original submitted application will result in increased cost to developer for infrastructure upgrades as well as additional design fees.

(PLEASE SEE HURRICANE CITY POWER BEFORE PROCEEDING)
For Official Power Department Comments ONLY:

Hurricane City Power recommend for approval ☐

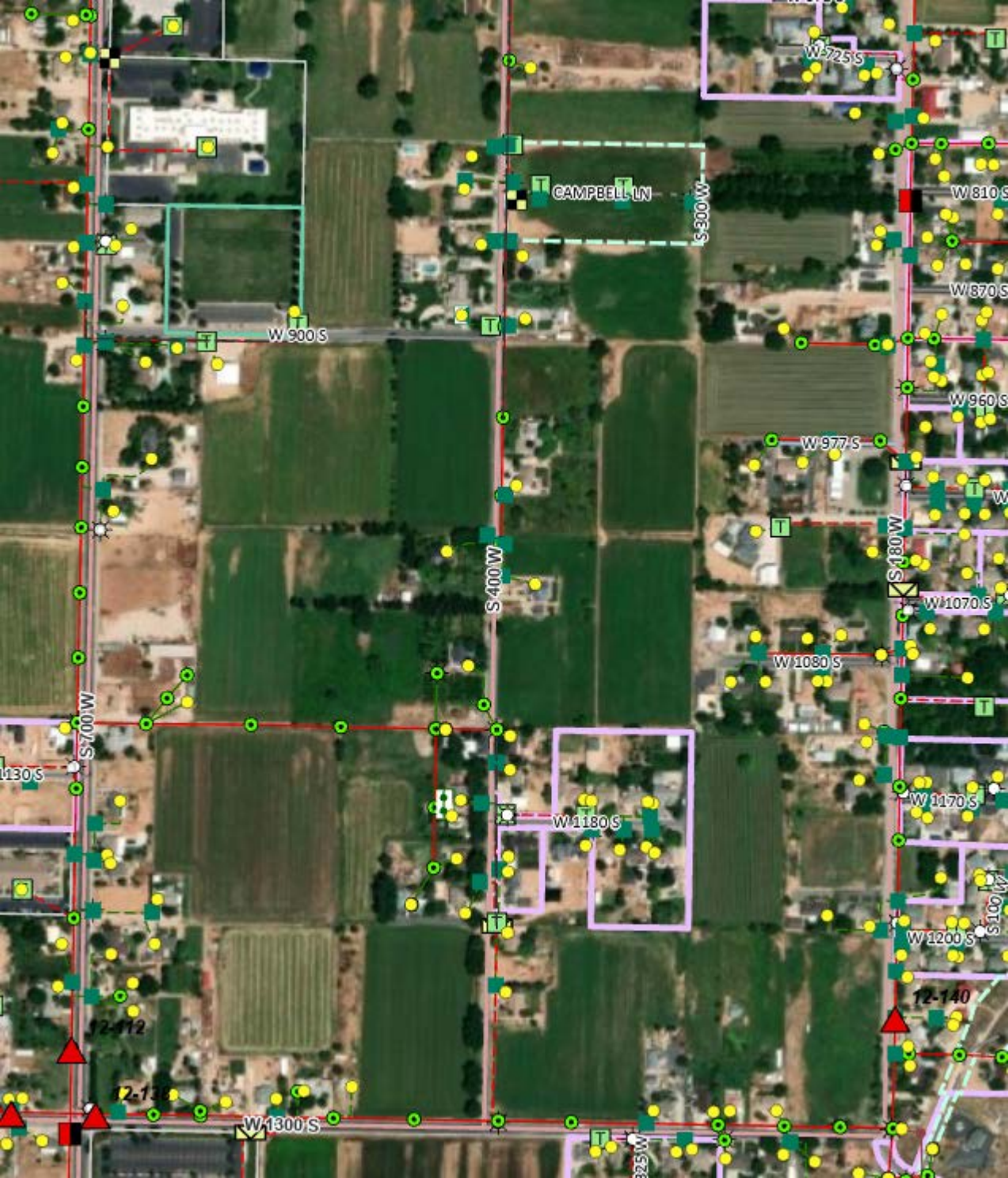
Hurricane City Power recommend for denial ☐

Date of Power Recommendation _____

☑ I acknowledge that I have read and understand Hurricane City's new construction application and requirements

Developer or Engineer Authorized by Developer _____ Date 08/15/2024

Hurricane City Power_____ Date _____


W 725 S
CAMPBELL LN
S 300 W
W 810 S
W 870 S
W 900 S
W 960 S
W 977 S
S 180 W
S 400 W
W 1070 S
W 1080 S
S 700 W
W 1170 S
W 1180 S
W 1200 S
12-140
12-112
W 1300 S

# SITE PLAN

## STRAWBERRY FIELDS




### SITE NOTES

1. INSTALL ADA RAMP (A GP1.0)
2. INSTALL STOP SIGN (R1-1), ADDRESS SIGN (), (A GP1.0)
3. STOP LINE TO BE PAINTED ACCORDING TO MUTCD SECTION 3B.16 STANDARDS, 4' SETBACK FROM CROSSWALK (HCS 5.3.1 (E) & 5.3.2)

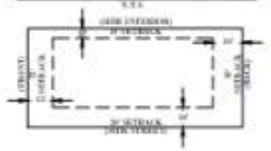
### LEGEND

| DEFINITION | PROPOSED | EXISTING |
|---|---|---|
| PROPERTY LINE | | |
| PUBLIC UTILITY EASEMENT | | |
| TEMPORARY FIRE TURN AROUND | | |
| ASPHALT HATCH | | |
| CONCRETE HATCH | | |
| ROAD BASE HATCH | | |

### SITE INFORMATION:

CURRENT ZONE: R1-0.5
TOTAL AREA: 10.28 AC
RESIDENTIAL UNITS: 13
AVERAGE RESIDENTIAL LOT SIZE: 12,000 SF
DENSITY (UNITS/ACRE): 1.2

### TYPICAL LOT SETBACKS:



NOTE: MINIMUM OF 6" OF TOP SOIL TO BE SCARIFIED, MOISTURE CONDITIONED, AND COMPACTED TO A MINIMUM OF 90% OF THE DRY DENSITY (ASTM D1557). AGGREGATE BASE AND SUBBASE ARE COMPACTED TO AT LEAST 95% OF

GEOTECH BY LANDMARK TESTING & ENGINEERING: APRIL 19, 2024
PROJECT#: 240161

RESIDENTIAL LOCAL


INTERSTATE ROCK
42 SOUTH 850 WEST, HURRICANE, UT 84737
P:435.635.2628 | F:435.635.2177


NOT FOR CONSTRUCTION

DESIGNED BY
DRAWN BY
CHECKED BY

STRATTON SIBLINGS
SITE PLAN
STRAWBERRY FIELDS
HURRICANE, UT

| DESCRIPTION | BY |
|---|---|

| CONNECTION FEES July 18, 2024 | |
|---|---|
| **Hookup Fees** | |
| Single Phase Metering (200 Amp and below) | $293.00 |
| Single Phase Non C.T. Metering (above 200 Amp, up to 400 Amp) | $425.00 |
| Three Phase Non C.T. Metering (under 400 Amps) | $544.00 |
| Three Phase with C.T. Metering (over 400 Amps) | $1,524.00 |
| | |
| **Developing Underground Connection Point from Overhead to Underground** | |
| Single Phase Secondary | $1,679.00 |
| **Secondary Riser** | |
| 4/0 Riser | $874.00 |
| 350 MCM Riser | $842.00 |
| 500 MCM Riser | $977.00 |
| **Primary Single-Phase Riser** | |
| 1/0 Primary Riser | $1,604.00 |
| **Primary Three-Phase Riser** | |
| 1/0 Primary Riser | $3,027.00 |
| 4/0 Primary Riser | $3,027.00 |
| 500 Primary Riser | $5,217.00 |
| 750 Primary Riser | $5,217.00 |
| **Other Connection Fees** | |
| Switch Grounding Fee | $651.00 |
| Connect into Developers Switch Fuse Bay | $1,232.00 |
| Connect into Developers Solid Blade Bay | $646.00 |
| Connect into Existing Switch per Bay | $13,282.00 |
| Connect into an Existing Vault per KVA | $6.50 |
| Elbow Termination Fee | $126.00 |
| Design & Review Fees | Contact Power Dept |

| ELECTRIC RATES April 1, 2023 | | |
|---|---|---|
| **Residential** | | |
| Base Charge | | $20.00 |
| Usage | | |
| 1-800 KWH | | $.08946/KWH |
| 801-2000 KWH | | $.10222/KWH |
| 2001+ KWH | | $.11485/KWH |
| **Small Commercial** | | |
| Base Charge-Single Phase | | $19.00 |
| Base Charge-Three Phase | | $24.50 |
| Usage | | |
| 1-800 KWH | | $.10302/KWH |
| 801+ KWH | | $.10880/KWH |
| Demand Charge | | |
| Over 50 KW | | $8.50/KW |
| **Large Commercial** | | |
| Base Charge | | $320.00 |
| Usage | | |
| All KWH | | $.06658/KWH |
| Demand Charge | | |
| All KWH | | $9.10/KW |
| **SOLAR FEES AND RATES April 1, 2023** | | |
| Application Review Fee (1st Review) | | $200.00 |
| Each Additional Review | | |
| Bi-Directional Meter Fee | | |
| Single Phase Basic Base Rate | 6kW AC or Less | $30.00 |
| Single Phase Large Base Rate | 12 kW AC or Less | $40.00 |
| Three Phase Basic Base Rate | 12 kW AC or Less | $90.00 |
| *See Grid-Tied Policy for additional base rates and application review details | | |

**IMPACT FEE SCHEDULE Approved November 17, 2022** ***Impact Fee=Base Impact Fee ($ per kW) $600.69**

| Service Amps | 120/240 Single Phase | Commercial 120/240 Single Phase | Commercial Industrial 120/208 Three Phase | Commercial Industrial 240/480 Three Phase | Commercial Industrial 277/480 Three Phase |
|---|---|---|---|---|---|
| 125 | $1,622 | NA | NA | NA | NA |
| 200 | $2,595 | $4,908 | $7,358 | $16,979 | $16,979 |
| 300 | $3,892 | $7,352 | $11,037 | $25,469 | $25,469 |
| 400 | $5,190 | $9,803 | $14,715 | $33,958 | $33,958 |
| 500 | $6,487 | $12,254 | $18,394 | $42,440 | $42,448 |
| 600 | $7,785 | $14,705 | $22,073 | $50,938 | $50,938 |
| 700 | NA | $17,156 | $25,752 | $59,427 | $59,427 |
| 800 | NA | $19,607 | $29,431 | $67,917 | $67,917 |
| 900 | NA | $22,057 | $33,110 | $76,407 | $76,407 |
| 1000 | NA | $24,508 | $36,788 | $84,896 | $84,896 |
| 1100 | NA | $26,959 | $40,467 | $93,386 | $93,386 |
| 1200 | NA | $29,410 | $44,146 | $101,875 | $101,875 |
| 1300 | NA | $31,861 | $47,825 | $110,365 | $110,365 |
| 1400 | NA | $34,311 | $51,504 | $118,855 | $118,855 |
| 1500 | NA | $36,762 | $55,183 | $127,344 | $127,344 |
| 1600 | NA | $39,213 | $58,861 | $135,834 | $135,834 |
| 1700 | NA | $41,664 | $62,540 | $144,324 | $144,324 |
| 1800 | NA | $44,115 | $66,219 | $152,813 | $152,813 |
| 1900 | NA | $46,565 | $69,898 | $161,303 | $161,303 |
| 2000 | NA | $49,016 | $73,577 | $169,792 | $169,792 |
| 2500 | NA | $61,270 | $91,971 | $212,241 | $212,241 |
| 3000 | NA | $73,524 | $110,365 | $254,689 | $254,689 |

**WO #7217627**

**ASSET PURCHASE AGREEMENT**
**BETWEEN**
**ROCKY MOUNTAIN POWER**
**AND**
**HURRICANE CITY, UTAH**

This Asset Purchase Agreement (the "Agreement"), dated this 12th day of July 2024 is between Hurricane City, Utah, ("Buyer"); and PacifiCorp, an Oregon corporation doing business in Utah as Rocky Mountain Power ("Rocky Mountain Power"). Rocky Mountain Power and Buyer are sometimes referred to collectively as "Parties" and individually as "Party."

WHEREAS Rocky Mountain Power owns certain Assets located in and adjacent to Hurricane City, Utah; and

WHEREAS Buyer has agreed to purchase the Assets from Rocky Mountain Power and Rocky Mountain Power hereby agrees to sell the Assets to Buyer in accordance with and subject to all of the terms and conditions of sale as expressed herein; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged and accepted, the Parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms used herein but not otherwise defined herein shall have the following meaning when used with initial capitalization, whether singular or plural:

1.1 "Assets" means those assets owned by Rocky Mountain Power, as set forth in Exhibit A. A map showing the location of the Assets is attached as Exhibit B.

1.2 "Commission" means the Utah Public Service Commission.

1.3 "Purchase Price" means the price Buyer will pay to Rocky Mountain Power in exchange for the Assets, pursuant to Section 2 herein.

1.4 "Transfer Date" means the date upon which Rocky Mountain Power conveys to Buyer the bill of sale for the Assets.

2. Sale and Purchase of Assets.

2.1 Assets to Be Sold. Subject to all of the terms and conditions of this Agreement, Rocky Mountain Power agrees to sell and Buyer agrees to buy all of Rocky Mountain Power's right, title and interest in the Assets.

2.2 Purchase Price. The Purchase Price for the Assets shall be SEVENTEEN THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS ($17,794).

2.3 Payment. The Purchase Price shall be paid to Rocky Mountain Power by Buyer within fifteen (15) days of the date this Agreement is executed by both Parties; such payment shall be by check.

2.4 Instruments of Conveyance and Transfer. Subject to the satisfaction of the conditions precedent set forth in Section 8 below, and pursuant to all of the terms and conditions of this Agreement, Rocky Mountain Power shall execute and deliver to Buyer a bill of sale to vest in Buyer good and marketable title to the Assets, subject to no security interests, liens or encumbrances, and substantially in the form of the unexecuted bill of sale attached hereto as Exhibit C.

2.5 Proration of Personal Property Taxes. Rocky Mountain Power is responsible for reporting the sale of the Assets to the relevant taxing authorities and shall ensure all personal property taxes are paid as of the Transfer Date. If Buyer, as a non-profit municipal corporation, is responsible for any personal property taxes, the Personal property taxes shall be prorated between Rocky Mountain Power and Buyer as of the Transfer Date based upon days of ownership in the tax year in which the Transfer Date occurs.

2.6 Sales, Transfer and Other Taxes. Any sales, excise, transfer, purchase, use, or similar tax which may be payable by reason of the sale of all or a portion of the Assets shall be borne and paid by Rocky Mountain Power.

3. Ownership; Disconnect Costs; Operation and Maintenance; Risk of Loss

3.1 Ownership. Rocky Mountain Power shall own the Assets until the Transfer Date.

3.2 Operation and Maintenance: Risk of Loss. After the Transfer Date, Buyer shall own and be solely responsible for the operation and maintenance of the Assets and risk of loss of the Assets. Prior to the transfer date, Rocky Mountain Power shall be responsible for the operation and maintenance of the Assets. For the life of the Assets, Buyer shall at all times operate and maintain the Assets in accordance with prudent utility practice.

3.3 Disconnect and Reconnection Costs. The Parties shall each be separately responsible for their own costs in effectuating the transfer of Assets to Buyer and the separation of the connections between Buyer's and Rocky Mountain Power's respective systems. Rocky Mountain Power shall be responsible for separating the connection between the Assets and Rocky Mountain Power's distribution system, including providing all materials, labor, and overhead, as well as any installations, operations, or maintenance of facilities necessary to make the separation. Buyer shall be responsible to reconnect the Assets to Buyer's own distribution feeder, including providing all materials, labor, and overhead, as well as any installations, operations, or maintenance of facilities necessary to make the reconnection. The Parties shall coordinate and cooperate to this end.

4. Representations and Warranties of Rocky Mountain Power.

Rocky Mountain Power represents and warrants as follows:

4.1 Organization and Powers of Rocky Mountain Power. Rocky Mountain Power is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and is duly qualified to do business in the State of Utah. Rocky Mountain Power has all requisite power and authority to own the Assets.

4.2 Authority Relative to Agreement; Governmental Authorization. Rocky Mountain Power has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Rocky Mountain Power enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Rocky Mountain Power or the consummation by Rocky Mountain Power of the transactions contemplated by this Agreement.

**Commented [HJ(1]:** Put back in.

4.3 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Rocky Mountain Power is now a Party or by which any of its assets may be bound or affected.

4.4 Title to the Assets. Rocky Mountain Power has good and marketable title to the Assets free and clear of all liens, mortgages, pledges, claims, charges, security interests or other encumbrances.

4.5 Condition of Assets. The Assets will be sold to Buyer "AS IS, WHERE IS." Rocky Mountain Power hereby disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade .

5. Representations and Warranties of Buyer.

Buyer represents and warrants as follows:

5.1 Organization and Powers of Buyer. Buyer is duly qualified to do business in the State of Utah. Buyer has all requisite power and authority to own the Assets.

5.2 Authority Relative to Agreement; Governmental Authorization. Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated by this Agreement, provided that Buyer makes no representation or warranty with respect to approvals which may be required from the Utah Public Service Commission or the Federal Energy Regulatory Commission.

5.3 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Buyer is now a Party or by which any of its assets may be bound or affected.

5.4 Condition of Assets. The Assets will be purchased by Buyer "AS IS, WHERE IS." Buyer acknowledges that Rocky Mountain Power disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

6. Covenants of Rocky Mountain Power.

Rocky Mountain Power covenants and agrees as follows:

6.1 Conduct of Business. Rocky Mountain Power shall own and operate the Assets for the time periods set forth in Section 3 herein in accordance with its past practices and shall engage in no material transactions relating to the Assets out of the ordinary course of business, including entering into any contract or financing arrangement that limits Rocky Mountain Power's ability to sell the Assets to Buyer.

6.2 Insurance. Until the Transfer Date, Rocky Mountain Power shall continue to self-insure or carry insurance currently in effect related to the Assets, adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices.

6.3 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Rocky Mountain Power shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Rocky Mountain Power's obligations hereunder and to complete the transaction contemplated by this Agreement.

6.4 Notification. Rocky Mountain Power will give Buyer prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

6.5 Access to Assets. Until the Transfer Date, Rocky Mountain Power shall allow Buyer and its authorized agents and representatives reasonable access to the Assets.

7. Covenants of Buyer.

Buyer covenants and agrees as follows:

7.1 Conduct of Business. After the Transfer Date, Buyer shall operate the Assets.

7.2 Insurance. After the Transfer Date, Buyer shall carry insurance adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices for like assets.

7.3 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Buyer shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Buyer's obligations hereunder and to complete the transaction contemplated by this Agreement.

7.4 Notification. Buyer will give Rocky Mountain Power prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

7.5 Access to Assets. Until the Transfer Date, Buyer shall allow Rocky Mountain Power and its authorized agents and representatives reasonable access to the Assets.

7.6 Indemnity. Buyer shall defend, indemnify, and hold harmless Rocky Mountain Power, its officers, directors, employees, and agents, from and against any and all liability, loss, damage, claims, suit or cause of action arising out of or relating to Buyer's ownership, operation or maintenance of the Assets. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

7.7 Rights-of-way. Rocky Mountain Power makes no representation or warrant as to any property rights associated with the Assets. Rocky Mountain Power, by quit claim deed transfer property rights it currently possesses that are directly needed for Assets to Seller.

7.8 Operation, Maintenance. Repair, or Replacement of the Assets. Buyer has or will arrange for qualified personnel to operate, maintain, and repair the Assets, and will in no way rely on Rocky Mountain Power for such services. Buyer has or is prepared to locate and procure on its own

behalf, replacement components, including transformers, in the event of failure of any or all of the Assets at any time. Buyer takes full responsibility for the installation of such replacement components.

8. Conditions Precedent; Bill of Sale.

All of the obligations of Rocky Mountain Power under this Agreement are subject to the fulfillment, prior to and upon the Transfer Date, of each of the following conditions:

8.1 Representations. Warranties and Covenants of Buyer. All representations and warranties made in this Agreement by Buyer shall be true and correct in all material respects as of the Transfer Date as fully as though such representations and warranties had been made on and as of the Transfer Date, and as of the Transfer Date, Buyer shall have complied in all material respects with all covenants made by it in this Agreement.

8.2 Litigation. At the Transfer Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party hereby agreeing to use its reasonable efforts, including reasonable appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule, or regulation shall have been enacted, by any state or federal government or governmental agency in the United States which would prevent the consummation of such transactions.

Additionally, Rocky Mountain Power's obligation to transfer title to the Assets to Buyer by providing Buyer with the bill of sale contemplated herein shall be contingent upon the following:

8.3 Payment of Purchase Price. Buyer shall have paid to Rocky Mountain Power the Purchase Price.

No later than thirty (30) days after the date upon which all of the conditions in Sections 8.03 has been satisfied, Rocky Mountain Power shall convey to Buyer the bill of sale for the Assets.

9. Survival of Representations and Warranties.

All representations and warranties of the Parties, and all liability therefor, shall survive for a period of one year past the Transfer Date, at which time the obligations under this agreement shall cease and expire. Notwithstanding the forgoing, obligations under Section 7.06 shall continue indefinitely.

Termination.

9.1 Termination. This Agreement may be terminated and abandoned at any time prior to the Transfer Date if:

(a) The Parties agree in writing to terminate this Agreement by mutual consent; or

(b) Buyer delivers a written notice to Rocky Mountain Power to the effect that Rocky Mountain Power has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Buyer) within thirty (30) days after the date such notice is delivered by Buyer to Rocky

Mountain Power; or

(c) Rocky Mountain Power delivers a written notice to Buyer to the effect that Buyer has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Rocky Mountain Power) within thirty (30) days after the date such notice is delivered by Rocky Mountain Power to Buyer; or

(d) The Transfer Date shall not have occurred on or before July 12, 2024, or such later date to which the term of this Agreement may be extended pursuant to mutual agreement of the Parties, provided that one of the Parties gives notice to the other so terminating this Agreement and that the Party seeking such termination has not defaulted in a manner responsible for delaying the Transfer Date past October 12, 2024.

9.2 Effect of Termination. Except where specific terms and conditions of this Agreement provide that such terms and conditions survive termination of this Agreement, any termination pursuant to this Section 10 shall relieve both Parties hereto of their obligations set forth herein, and any such termination constitutes a failure of the conditions to the obligations of the Parties to implement this Agreement, except that nothing herein will relieve any Party from liability for any breach of this Agreement.

10. Assignment.

Neither Party may assign its rights under this Agreement to any third party without the written consent of the other Party.

11. Jurisdiction of Regulatory Authorities.

In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of applicable law, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate this Agreement, or that otherwise preclude or materially interfere with or rescind the transfer of assets contemplated herein, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order; or, if so ordered, this Agreement shall terminate without effecting transfer of the Assets to

Buyer, or the Assets and the purchase price shall be returned if transfer has already occurred; and in any of the foregoing events, Rocky Mountain Power shall not be liable to Buyer for damages or losses of any kind whatsoever, including consequential damages, which Buyer may sustain as a result of such determination, amendment, rule, regulation, or order, or modification or termination of this transaction.

12. Miscellaneous.

12.1 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties which expressly refers to this Agreement and states that it is an amendment hereto.

12.2 Section and Paragraph Headings. The Section and Subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

12.3 Waiver. Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by the Party entitled to the benefit of such terms or conditions.

12.4 Notices. All notices, requests, demands, and other communications given by Buyer or Rocky Mountain Power shall be in writing and shall be deemed to have been duly given when telecopied, when delivered personally in writing or when deposited into the United States mail, to the following addresses:

If to Rocky Mountain Power:
Rocky Mountain Power
Attn: Renee Tuckett
Business Analyst
70 North 200 East
American Fork, Utah 84003

With a copy to:
Rocky Mountain Power
Attn: Jason Hoffman
Customer & Regulatory Liaison
825 NE Multnomah, Suite 800
Portland, OR 97232

If to Buyer:
Hurricane City
Attn: Scott Hughes, Electric Superintendent
147 North 870 West
Hurricane, Utah 84737

With a copy to:
Hurricane City Attorney's Office
Attn: Dayton Hall
147 North 870 West
Hurricane, Utah 84737

or to such other address as Buyer or Rocky Mountain Power may designate in writing.

12.5 Integrated Agreement. This Agreement, when executed, constitutes the entire agreement between the Parties hereto, and supersedes and negates all prior line extension

agreements and understandings, oral and written, between the Parties hereto with respect to the Assets.

12.6 Counterparts. This Agreement may be executed in two counterparts, each of which shall for all purposes be deemed to be an original and both of which shall constitute one and the same instrument.

13. Jury Waiver. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

14. Governing Law and Jurisdiction. This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Utah. The parties hereby agree to bring any such action before the Fifth Judicial District Court, Washington County, State of Utah and, in addition, to submit themselves to the jurisdiction of the Courts in the State of Utah.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

| **BUYER:** | | **ROCKY MOUNTAIN POWER** | |
|---|---|---|---|
| By: | | By: | |
| Name: | Scott Hughes | Name: | Lonnie Hoggard |
| Title: | Electric Superintendent | Title: | Distribution Manager |

**EXHIBIT A**
**DESCRIPTION OF ASSETS**

**Property Valuation**
**Sale in Place - Distribution Facilities**
**For: Hurricane, Utah - Apple Valley - updated June 27, 2024**
**Asset Valuation**
**Requested by: Nathan Bailey**
**Material List**

| Asset Description | FERC ACCOUNT | Vintage | QUANITY | Sales Price |
|---|---|---|---|---|
| 35' wood pole | 364 | 1968 | 5 | 1,196 |
| 40' wood pole | 364 | 1994 | 1 | 263 |
| 40' wood pole | 364 | 1968 | 5 | 1,315 |
| 45' Wood pole | 364 | 1968 | 16 | 4,464 |
| 45' Wood pole | 364 | 1994 | 2 | 558 |
| 45' Wood pole | 364 | 2015 | 3 | 4,262 |
| 45' Wood pole | 364 | 2016 | 1 | 1,459 |
| 45' Wood pole | 364 | 2021 | 1 | 1,652 |
| 50' wood pole | 364 | 1968 | 1 | 295 |
| 40' wood pole | 364 | 1968 | 4 | 1,178 |
| 45' Wood pole | 364 | 2015 | 1 | 1,398 |
| #2 ACSR 3-phase Pri Ovh wire | 365 | 1968 | 1,600 | 1,052 |
| #2 ACSR 3-phase Pri Ovh wire | 365 | 1968 | 10,435 | 6,626 |
| Total | | | | 25,719 |

**Rocky Mountain Power**
**Proposed Sale in Place, Hurricane, Utah - Apple Valley - Updated June 27, 2024**
**Value of Inventory**

| **Description** | | **Sales Price** |
|---|---|---|
| Plant In Service | | |
| 364 | Poles, Towers and Fixtures | $12,503 |
| 365 | Overhead Conductors & Devices | $1,891 |
| Plant In Service | | $14,393 |
| Income Taxes | | $1,401 |
| **Sale Price – Existing Assets** | | $15,794 |
| Expenses | | |
| Separation Costs | | $0 |
| Estimated Sales Tax @ 0.00% | | $0 |
| Legal/Transaction Costs | | $2,000 |
| **Total Expenses** | | $2,000 |
| **Total Sale Price** | | $17,794 |

**EXHIBIT B**
**(Map of Facilities)**

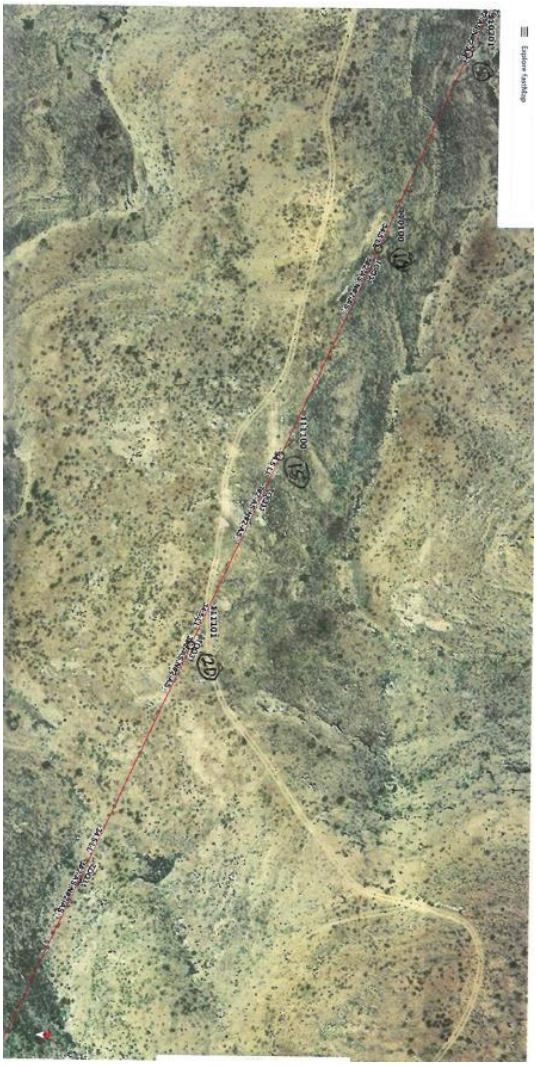


**EXHIBIT C**

**BILL OF SALE**

SELLER: ROCKY MOUNTAIN POWER

BUYER: HURRICANE CITY, UTAH

FOR VALUABLE CONSIDERATION totaling SEVENTEEN THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS ($17,794), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to Hurricane City. ("Buyer"), pursuant to an Asset Purchase Agreement dated as of July 12, 2024, all of its right, title, and interest in and to all of the Assets listed on Exhibit A, attached to said Asset Purchase Agreement, and presently in the possession of Seller.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS."

ROCKY MOUNTAIN POWER HEREBY DISCLAIMS AND EXCLUDES HEREFROM, (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN, THE ASSETS, (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BYLAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE

DATED this 12th day of July 2024

ROCKY MOUNTAIN POWER

By: _____
Name: Lonnie Hoggard
Title: Manager, Distribution

# August 2024

## *Project Meeting Overview Report*

## CARBON FREE POWER PROJECT (CFPP)

1. **Elected Tom Cooper as Project Chair.**
2. Discussed the FY2024 Year-End Financial Report.
3. Discussed in Executive Session:
    a. Current activity status, project wind down steps, timeline and Department of Energy interactions.

## CENTRAL-ST. GEORGE PROJECT

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin.**
2. Discussed Asset Audit Update and Budget Amendment #3 including Asset Audit ROW Discovery Project RFP and the review process of reviewed proposals.
3. Discussed the proposed schedule for the Interim Meeting in September to further discuss Budget Amendment #3.
4. Discussed Rights-of-Way updates including Santa Clara and St. George Engineering Analysis of transmission line, NESC Compliance/safety and future planning.
5. Discussed the Operations Report including substation reports for the month of July.

## COLORADO RIVER STORAGE PROJECT (CRSP)

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin and Deficit.**
2. Discussed the Operations Report including output for each resource for the month of July.

## CRAIG MONA PROJECT

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin.**

2. Discussed the Mercuria sales including Total Transfer Capability with WAPA.
3. Discussed the Operations Report including transmission line usage for the month of July.

## FIRM POWER SUPPLY PROJECT

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin and Deficit.**
2. Discussed Steel Solar 1A &1B including the commercial operation dates that were in March and June of 2024.
3. Discussed the prepay transaction including current status and anticipated savings.
4. Discussed Red Mesa Tapaha including transmission redirect cost for FY25 and monthly breakdown.
5. Discussed the Operations Report including output and scheduling from each resource for the month of July.

## GOVERNMENT AND PUBLIC AFFAIRS PROJECT (GPA)

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin.**
2. Discussed Federal & State Legislation including Executive Branch and Congressional Updates:
    a. Timeline of the presidential election from the debate to election day.
    b. 2024 Presidential and Congressional Elections including previous election maps, issues and voter turnout.
    c. Utah Federal Election updates.
    d. Major legislation and issues UAMPS is tracking.
    e. Memo discussion including highlighting internal and external educational topics.
    f. Utah Governor’s race and RMP including results.

## HORSE BUTTE PROJECT (HBW)

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin.**

2. Discussed re-solicitation of Horse Butte II (HBII) for additional generating facilities, Power Sales Contract terms and conditions for starting a new phase of HBW and staff's recommendation to approve additional generating facilities.
3. Discussed in Executive Session:
    a. Land Lease Agreements.
    b. TSR for software upgrade, Vestas interactions, project economics comparison and next steps.
4. **Approved resolution on re-solicitation of HBII as discussed.**
5. **Approved submitting the TSR filing as recommended.**
6. Discussed plant operations including plant maintenance/upgrades, various blade repairs, photos of the site and site updates.
7. Discussed the Operations Report including production output for the month of July.

## HUNTER PROJECT

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin.**
2. Discussed in Executive Session:
    a. Fuel update including current and forecasted inventory, variable cost and next steps.
    b. Regional Haze State Implementation Plan disapproval including implications, the effect of SB 161 and next steps.
3. Discussed the Operations Report including plant scheduled output for the month of July.

## INTERMOUNTAIN POWER PROJECT (IPP)

1. **Approved resolution adopting the 2023-24 Fiscal Operating Deficit.**
2. Discussed the Operations Report including scheduled output for the month of July.

## MEMBER SERVICES PROJECT

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin and Deficit.**
2. **Approved Budget Amendment #6 for the grant expense schedule expenditures and any necessary budget adjustment.**

3. **Approved Budget Amendment #7 for Net Debt Service Payment for the Hyrum Generator Project.**
4. Equipment training is scheduled for October and sign-up sheets will be sent to members this week.
5. Discussed AMI timeline including RFPs and scheduling an AMI Taskforce meeting.

## NATURAL GAS PROJECT

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin.**
2. Discussed the Operations Report including the MMBtu scheduled for the month of July.

## NEBO PROJECT (PAYSON)

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin.**
2. Discussed the prepay transaction including current status and anticipated savings.
3. Discussed plant operations including June and July statistics, operational items, plant maintenance/safety items, staff training highlights and plant water updates.
4. Discussed plant hardware:
    a. Installing an additional emergency generator and/or using the UAMPS mobile generator in the interim.
    b. Upgrading the plant's combustion hardware.
    c. Impacts on the major reserve fund cash flow if combustion hardware were to be upgraded.
    d. **Approved moving forward with soliciting bids for the MKVI Control System from third parties and bypassing the internal surplus policy.**
5. Discussed the plant's discharged water and permitting.
6. Discussed the Operations Report for the month of July including Nebo energy breakdown and Nebo sales margins.

## POOL PROJECT

1. **Approved resolution adopting the 2023-24 Fiscal Operating Deficit and Off-System Sales Margin.**

2. Discussed PX & Scheduling Report including UAMPS monthly peak, monthly energy usage and monthly average flat market price.
3. Discussed the Operations Report for the month of July including load peak and energy, along with Pool information.

## RESOURCE PROJECT

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin and Deficit.**
2. Discussed in Executive Session:
    a. Fremont Solar and Storage including Energy Strategies engagement, Power Purchase Agreement and budget.
    b. Geothermal update including review of RFP, received proposals, and next steps.
    c. Uinta Wind Energy Project including current status of the project and next steps.
    d. Natural Gas Project including project details, current status, timeline and next steps.
    e. Elementl Letter of Intent for new nuclear generation including project details and next steps.
3. Discussed new resource solicitation process including multiple projects, timelines and next steps.
4. **Approved issuing solicitation of interest on the Unita Wind Project simultaneously with HBW2 and hold on geothermal at this time, as presented and discussed.**
5. **Approved entering the Letter of Intent with Elementl and continue to refine the assumptions and pursue a definitive agreement, as presented and discussed.**

## SAN JUAN PROJECT

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin.**

## VEYO HEAT RECOVERY PROJECT

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin.**

2. Discussed the Operations Report including scheduling Veyo for the month of July with peak output and tripped/restricted hours.

## Special Member Meeting

1. **Election of Directors:**
    a. **Resource Project**
    b. **San Juan Project**

## BOARD OF DIRECTORS MEETING

1. **Approved resolution adopting the 2023-24 Fiscal Operating Margin and Deficit.**
2. Discussed Operations Report:
    a. Natural Gas Storage including Pacific and Mountain regions and average gas prices.
    b. Seasonal Outlook including August forecast and forward seasonal & precipitation outlook.
    c. On-going engagement with PacifiCorp regarding Wildfire procedures and communication failures.
3. Roundtable discussion on PacifiCorp Wildfire Operations including member experience(s) with service interruptions and interactions with Rocky Mountain Power.
4. Discussed the new UAMPS SMS text notification system to provide timely notice of operational impacts to Projects.
5. Approved all action items for the Project Meetings.
6. Discussed Board Retreat in October including tentative schedule.

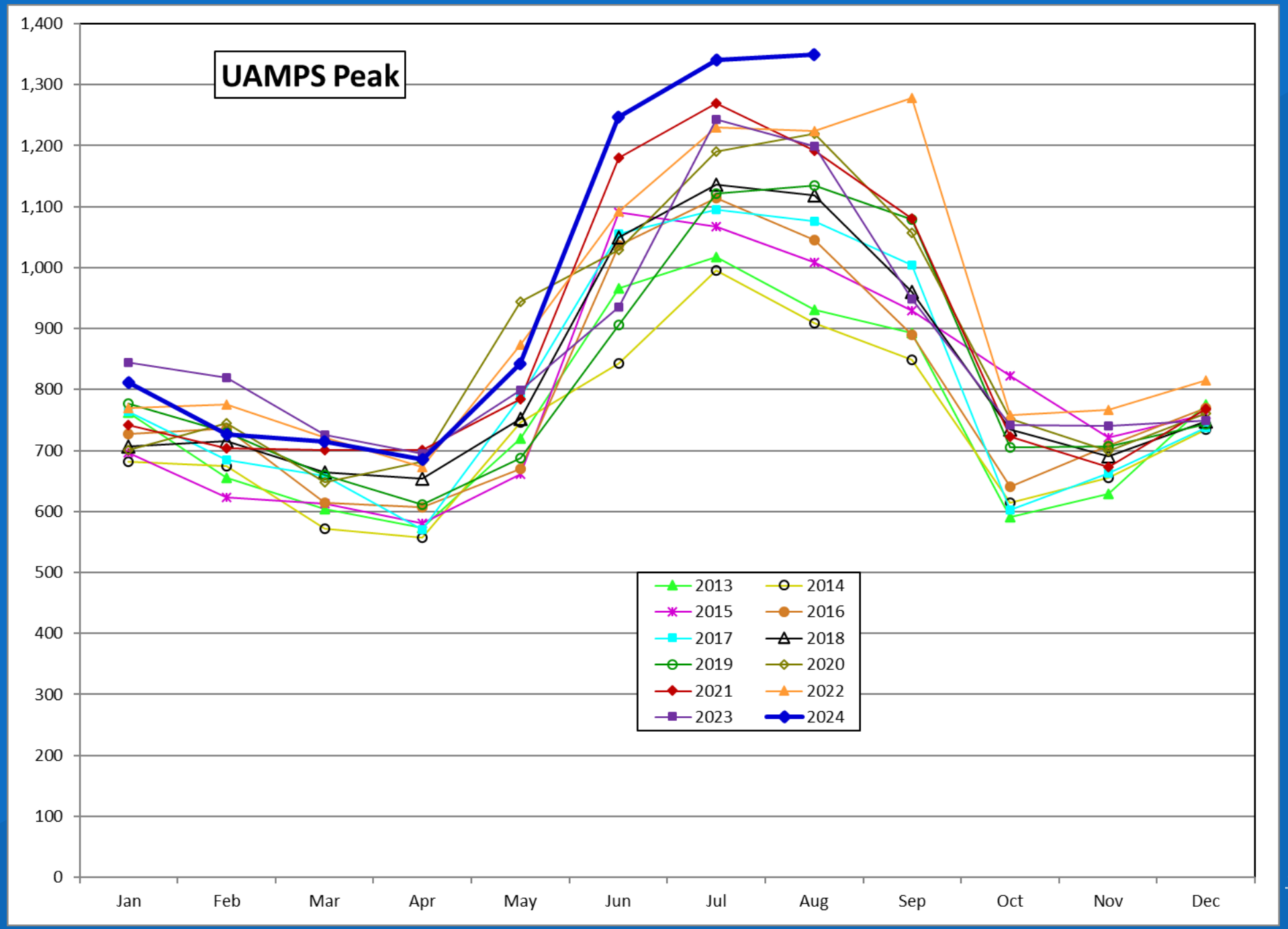
# PX & Scheduling Report
## July 2024

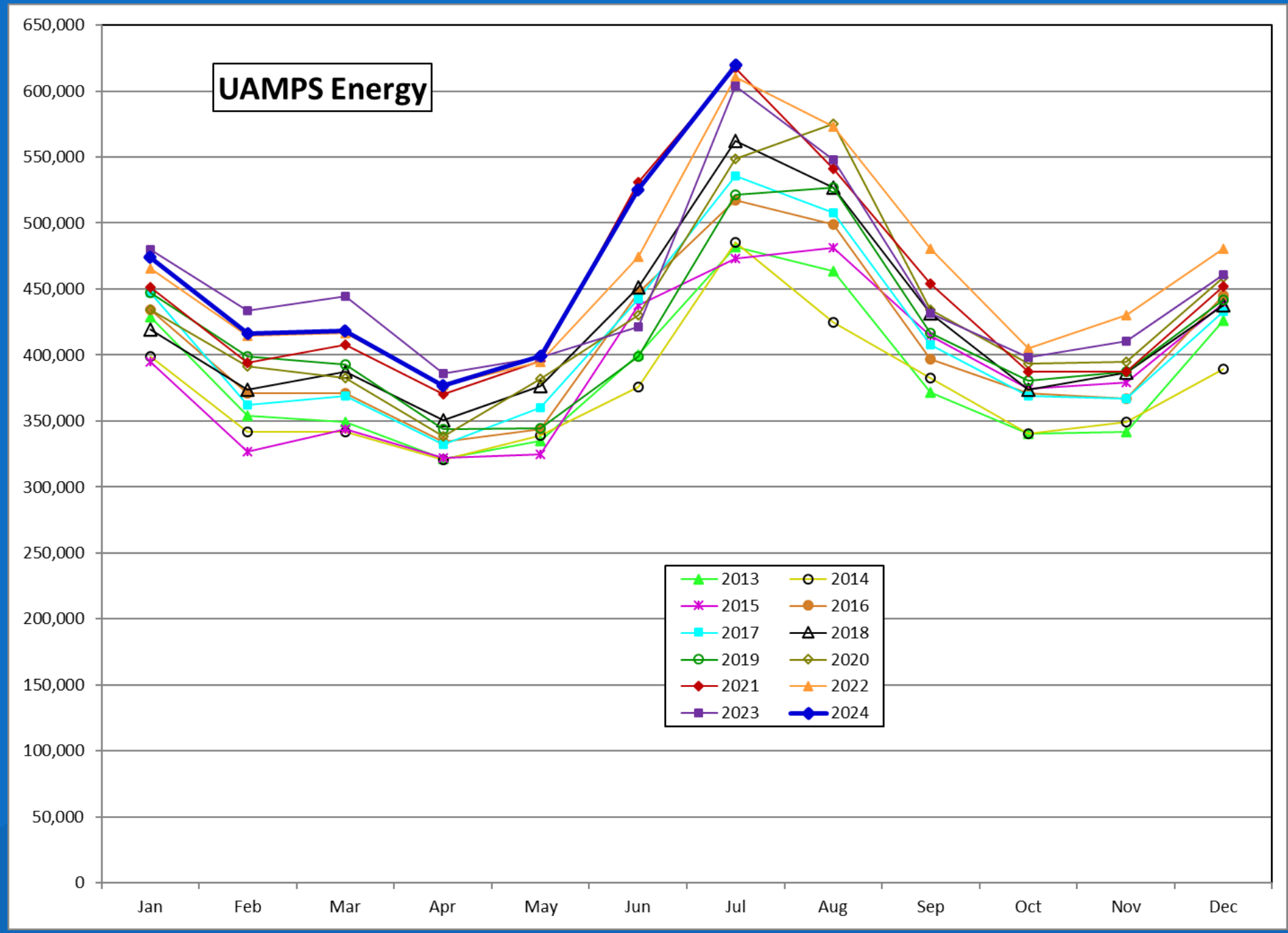


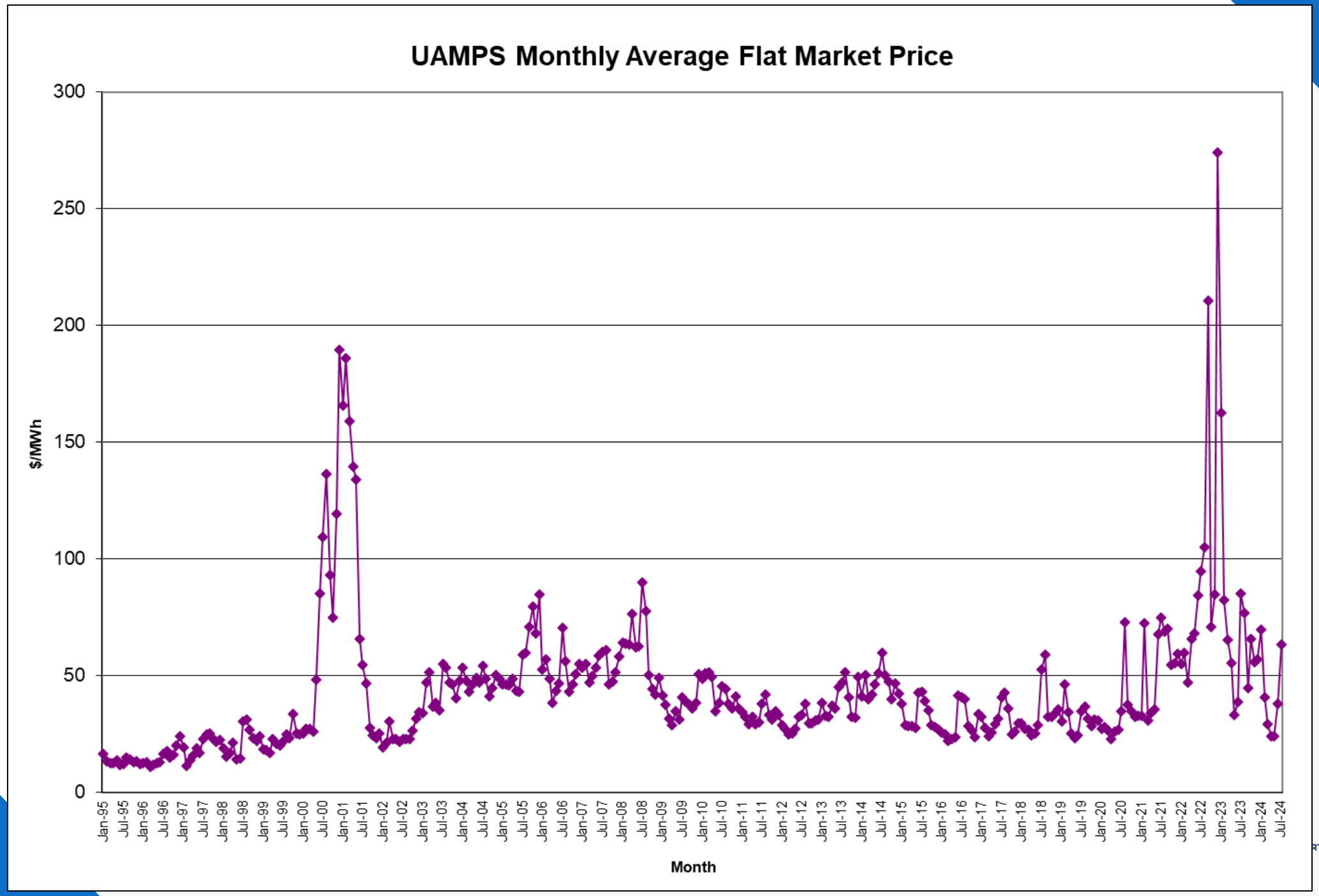
# Pool Project

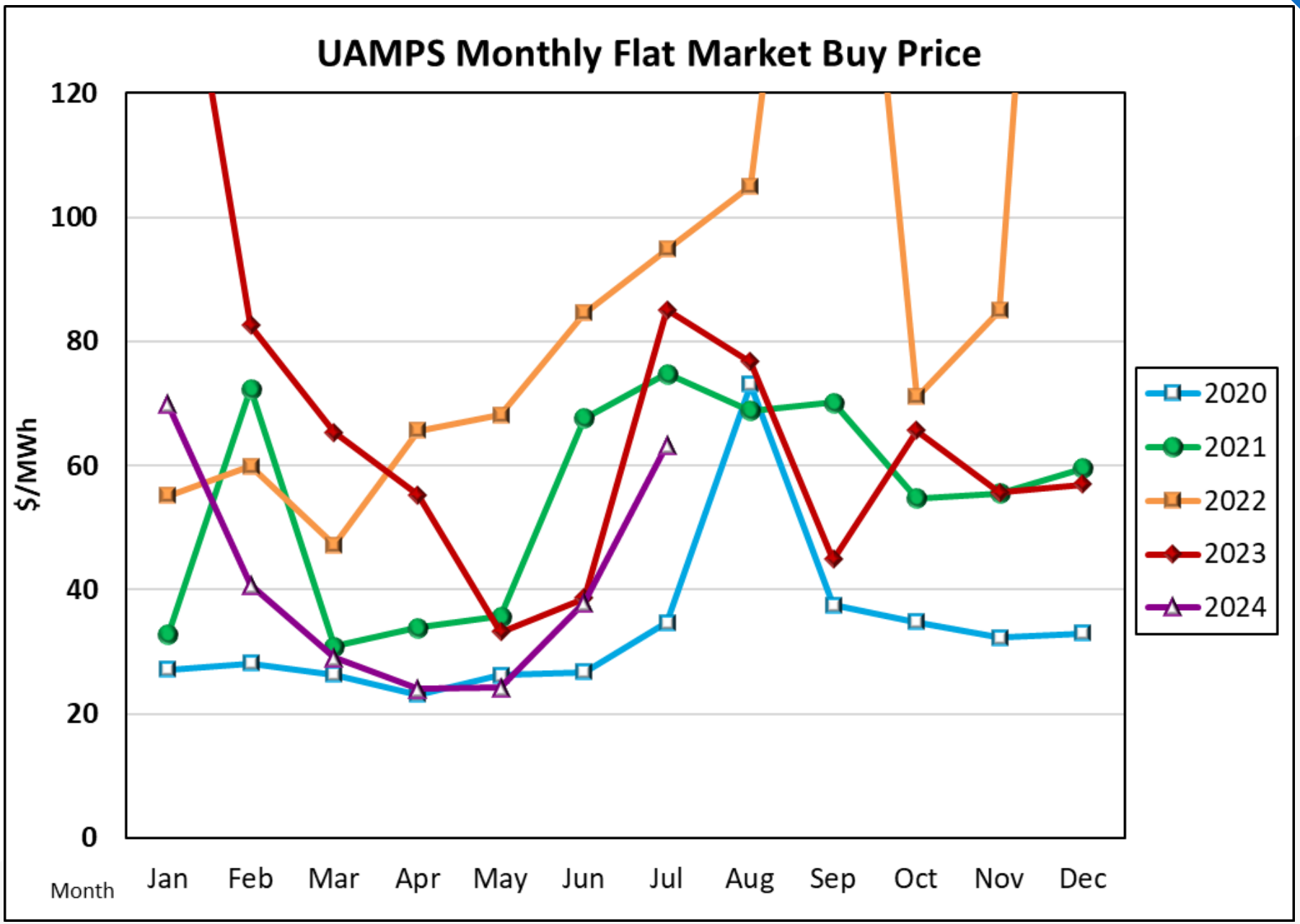
UAMPS

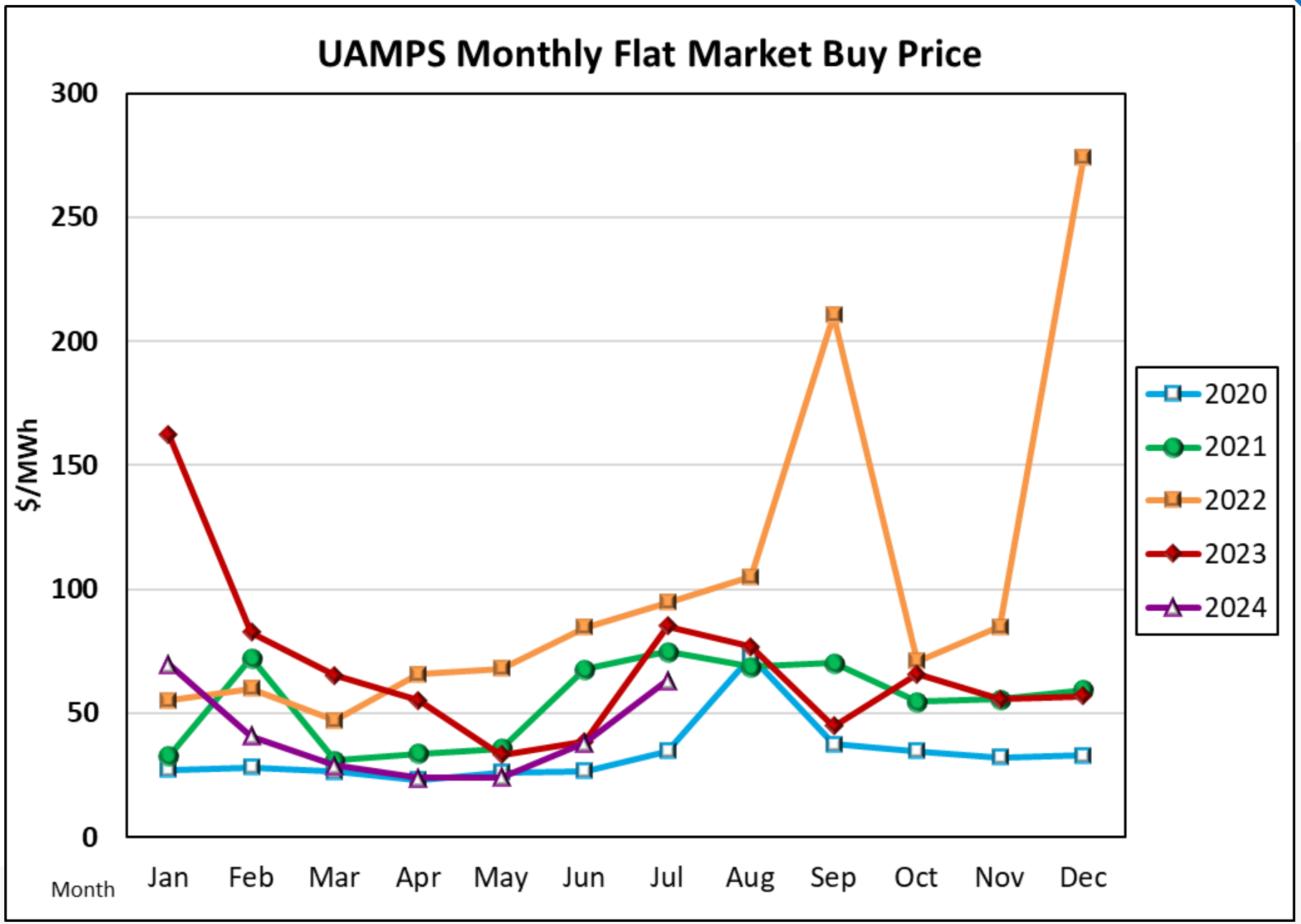
Kelton Andersen


UAMPS Peak
1,400
1,300
1,200
1,100
1,000
900
800
700
600
500
400
300
200
100
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024


UAMPS Energy
650,000
600,000
550,000
500,000
450,000
400,000
350,000
300,000
250,000
200,000
150,000
100,000
50,000
0
Jan
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Mar
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Sep
Oct
Nov
Dec
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024


UAMPS Monthly Average Flat Market Price
$/MWh
300
250
200
150
100
50
0
Jan-95
Jul-95
Jan-96
Jul-96
Jan-97
Jul-97
Jan-98
Jul-98
Jan-99
Jul-99
Jan-00
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Jul-19
Jan-20
Jul-20
Jan-21
Jul-21
Jan-22
Jul-22
Jan-23
Jul-23
Jan-24
Jul-24
Month


UAMPS Monthly Flat Market Buy Price
120
100
80
60
40
20
0
$/MWh
Month
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2020
2021
2022
2023
2024


UAMPS Monthly Flat Market Buy Price
300
250
200
150
100
50
0
$/MWh
Month
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2020
2021
2022
2023
2024

# Overall Operations Report



# Board of Directors

UAMPS SMARTENERGY

Rachel Stanford

# Topic Discussions

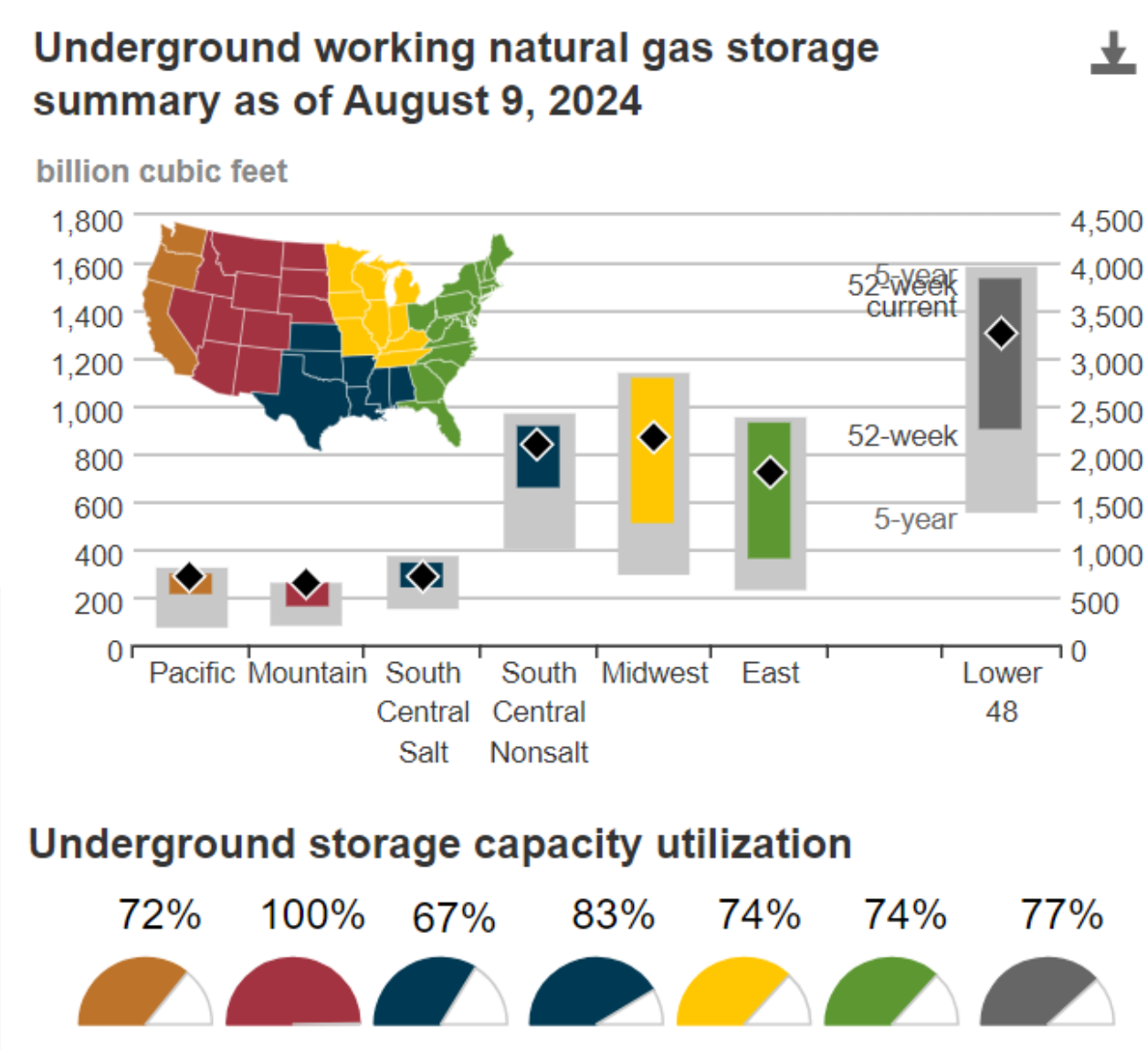
- Natural Gas
  - Storage
  - Consumption for
    - Electricity Generation
    - Residential Need
    - Gas Futures
- Seasonal Outlook
  - 3-month Seasonal Outlook
- Wildfire Operations



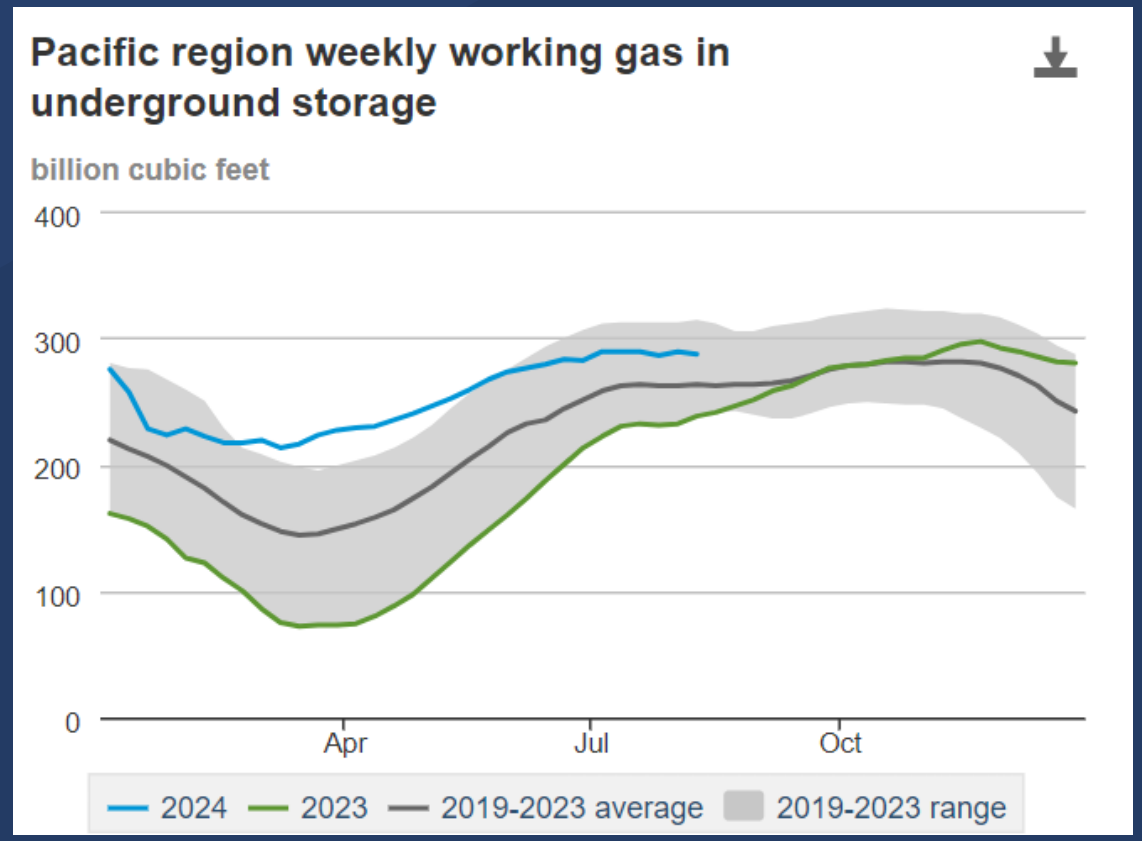
# Natural Gas

# National Gas Storage

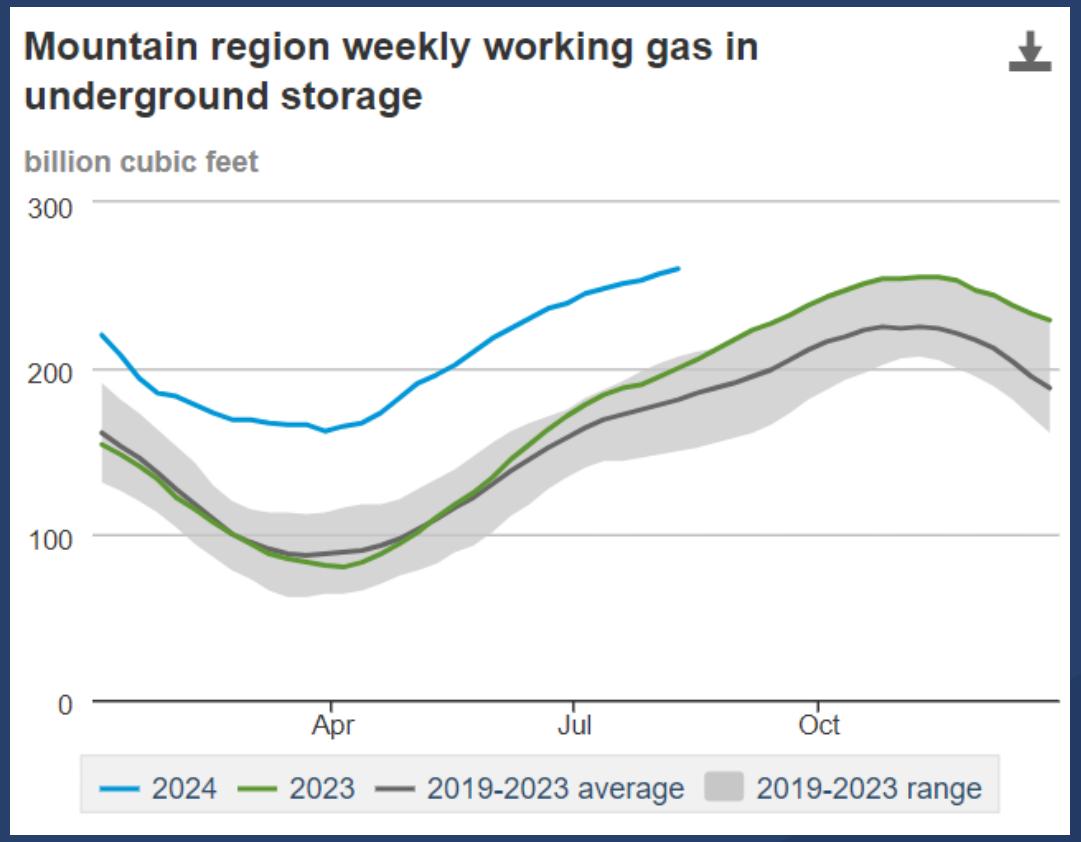
- Pacific region saw 4% increase & Mountain region saw 16% increase from the June reporting



# Pacific Region




# Mountain Region




UAMPS SMARTENERGY

# *Average Gas Prices*

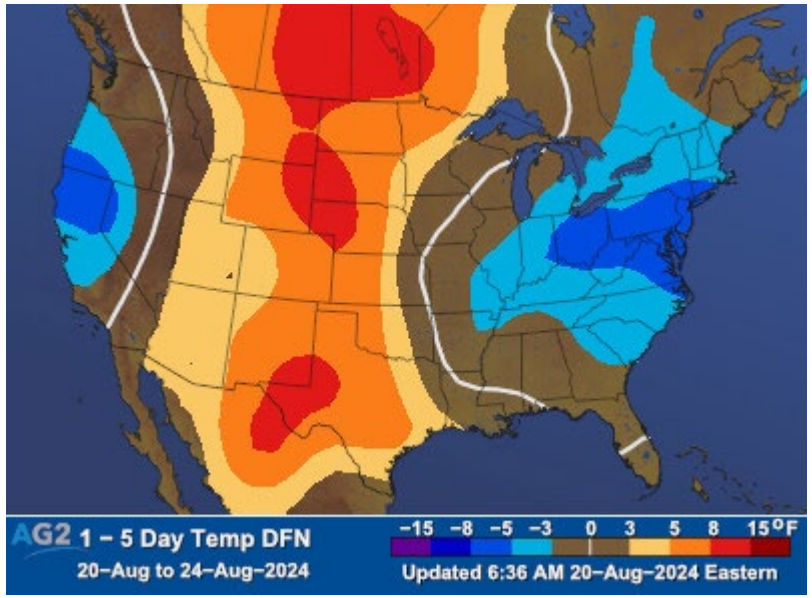
| KERN DELIVERED | | | |
|---|---|---|---|
| | 2024 | | 2023 |
| June | $1.66 | | $2.13 |
| July | $2.25 | | $3.94 |
| August | $2.09 | | $4.44 |
| | | | |
| YTD | $1.82 | | |



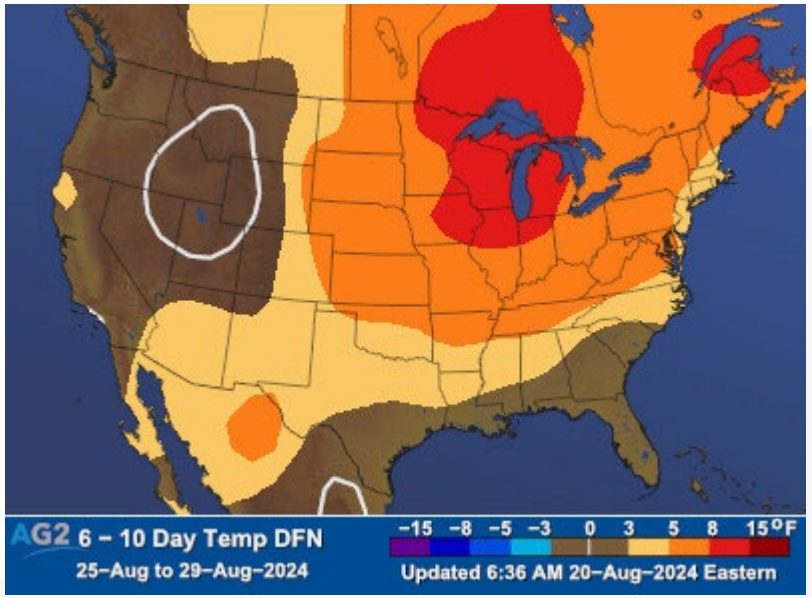

# Seasonal Outlook

LAMPS SMARTENERGY

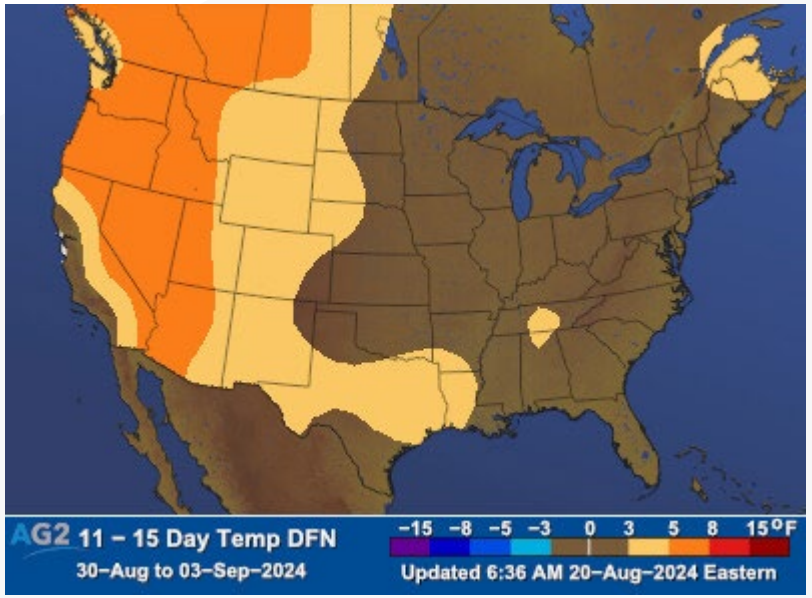
# AUGUST FORECAST




1-5 Day Forecast



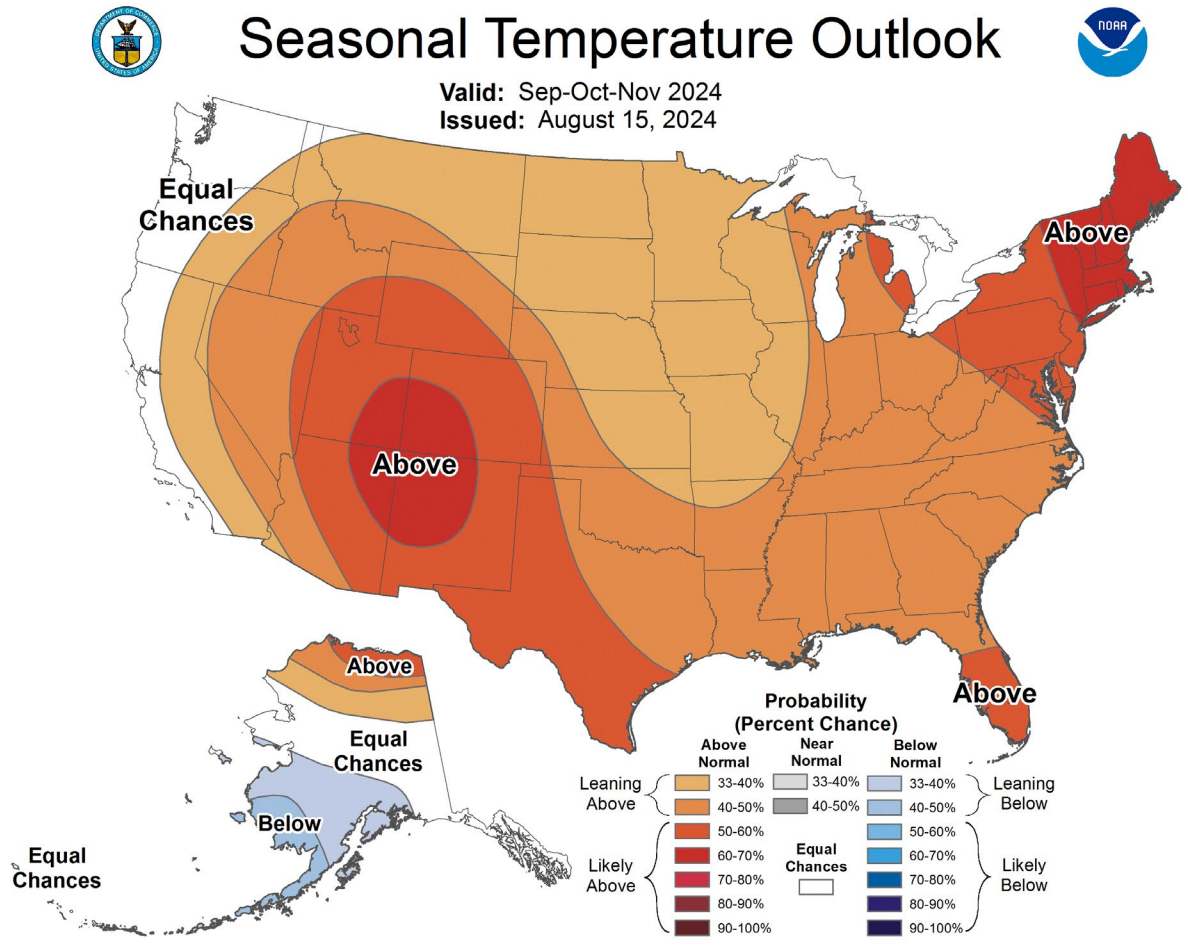

6-10 Day Forecast

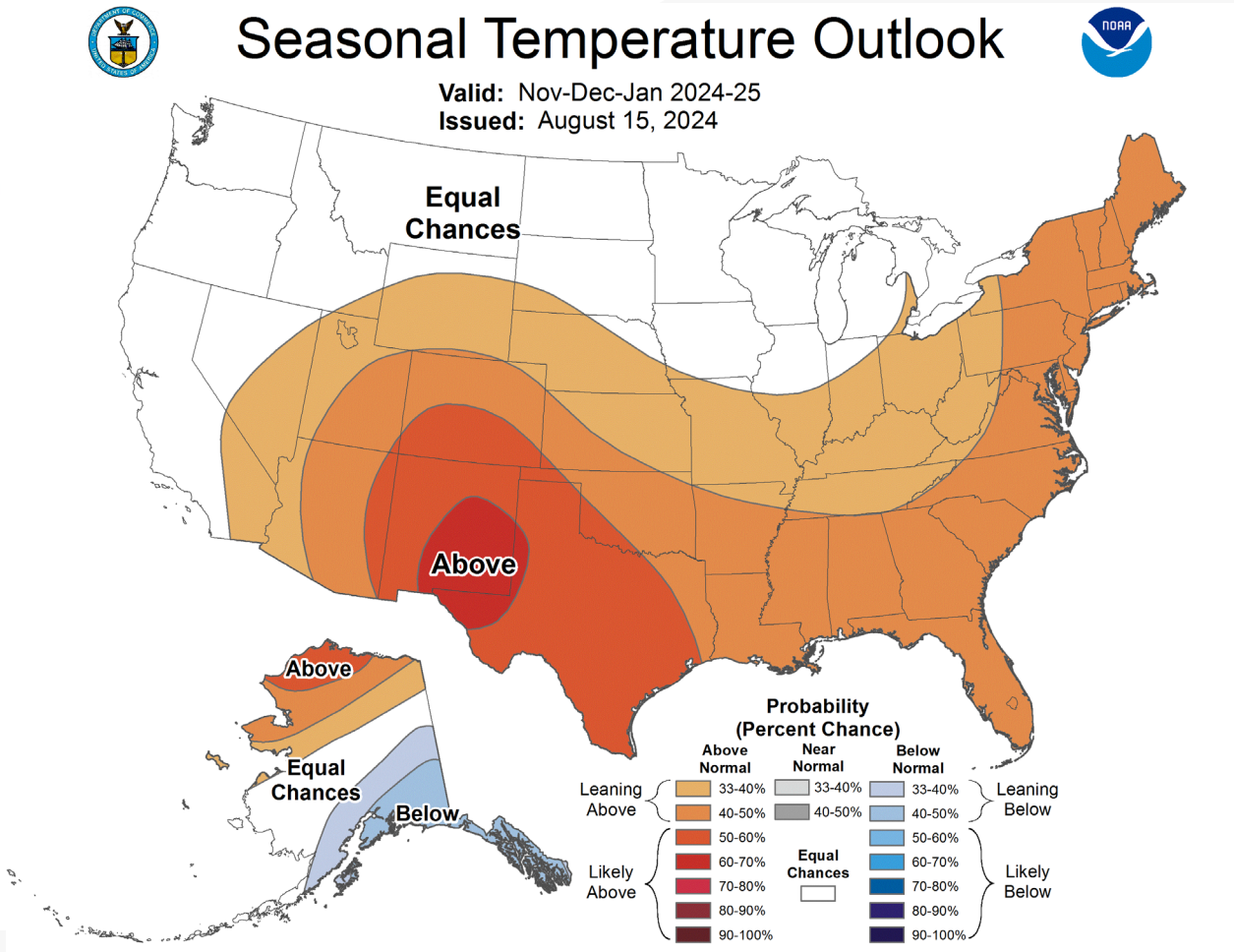



11-15 Day Forecast

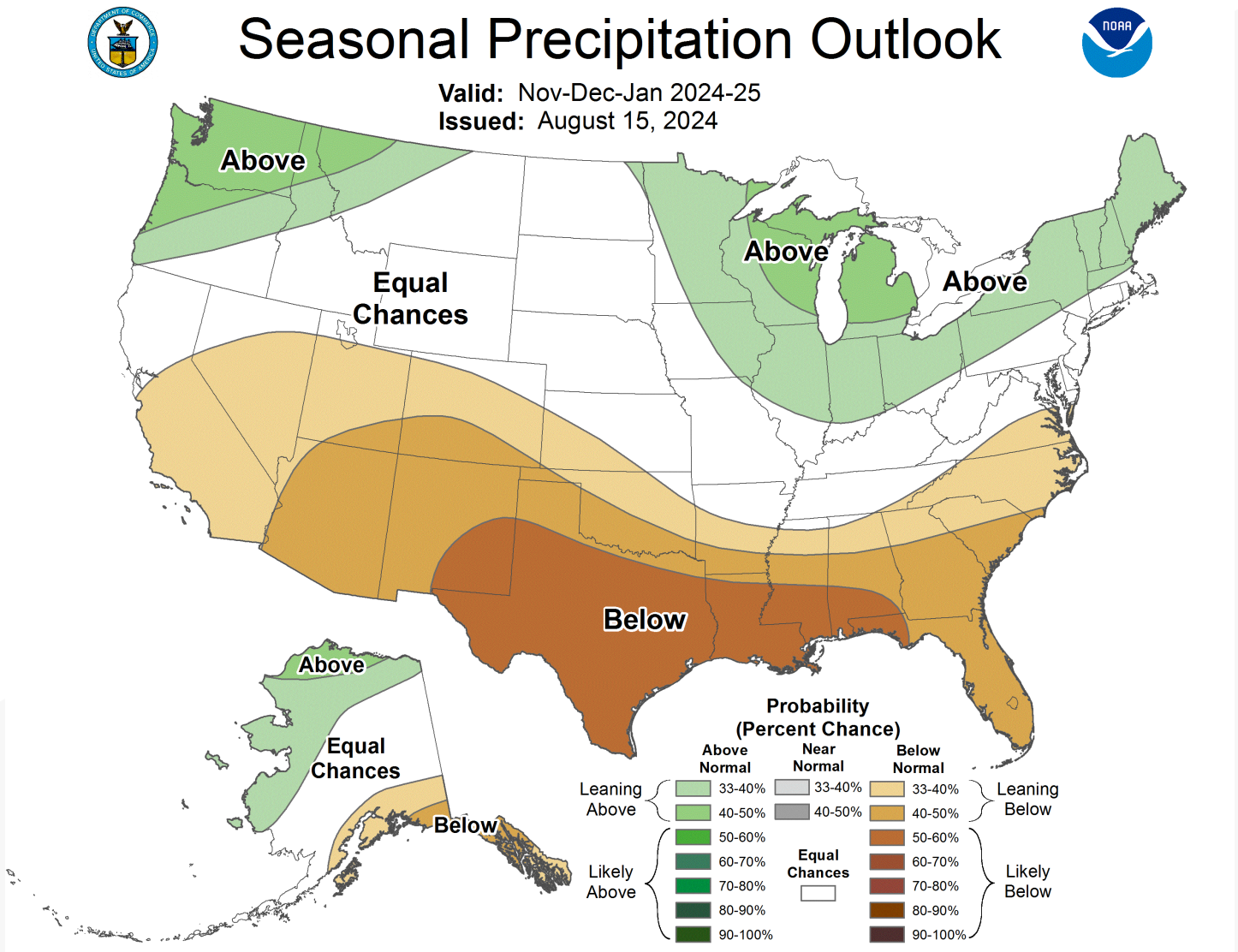
UAMPS SMARTENERGY

# Forward Seasonal Outlook



# Seasonal Precipitation Outlook



# PacifiCorp Wildfire Operations

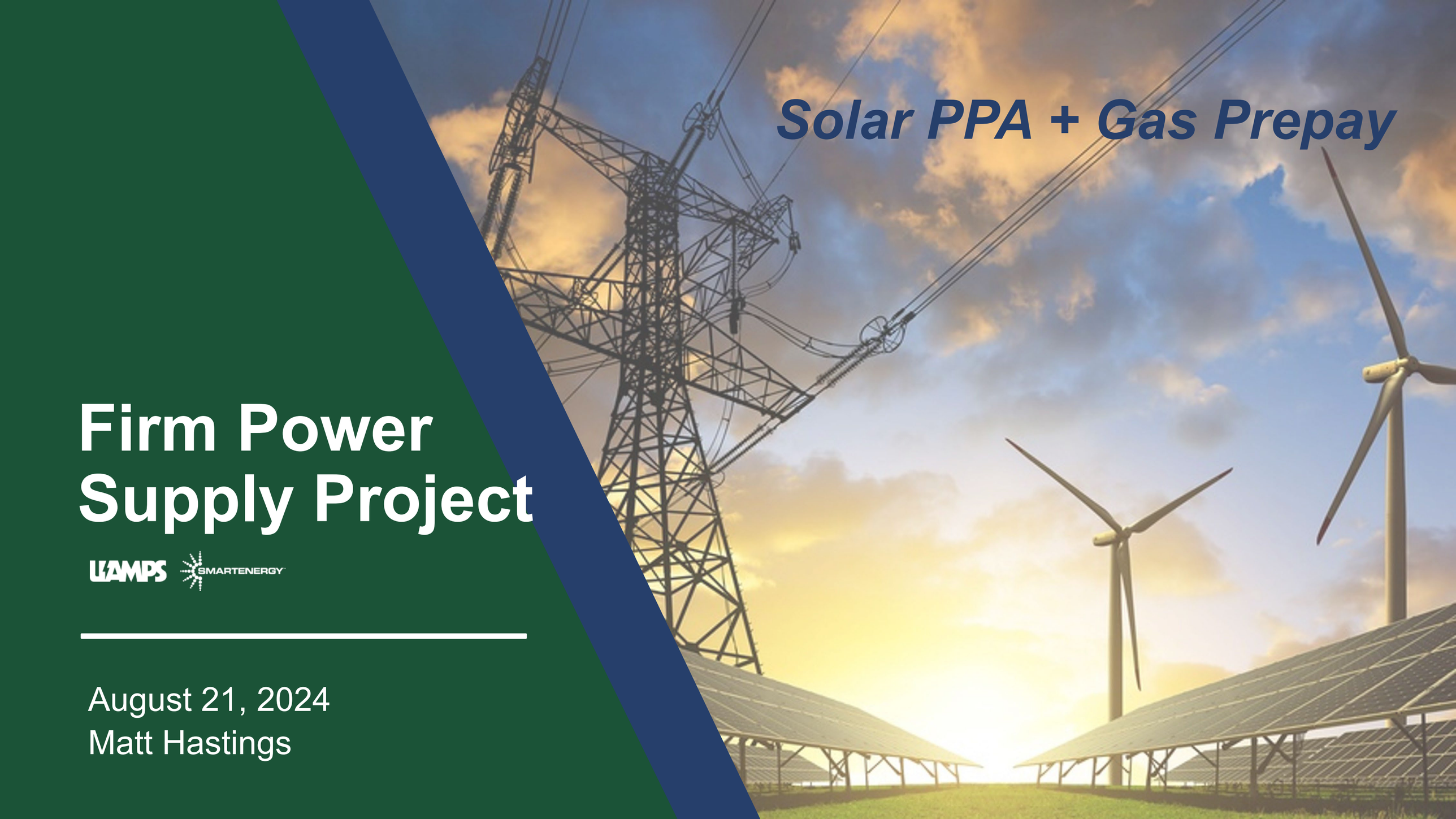


# Ongoing Engagement With PacifiCorp

- When a distribution feeder is put into EFR settings (heightened fire sensitivity) all customers served from that feed should receive a text/email/letter notice – *this did not happen*
- All equipment under PAC operational control south of Provo was put into non-reclosing status with no notice to affected Parties
  - Call with PAC - confirmed owner of equipment will patrol and report to PAC with either an 'all clear' to close back in provide damage report
- Notice will be sent to the registered owner of the meter –*this did not happen*
- UAMPS has yet to receive any communication from GridOps/ transmission regarding PSPS or wildfire related activities

# Firm Power Supply Project

*Solar PPA + Gas Prepay*



August 21, 2024

Matt Hastings

# Prepay BLUF

- Due diligence call for UAMPS scheduled August 23
- Largest five members will complete due diligence
- Anticipate pricing bonds week of September 2
- Anticipate closing week of September 16
  - Few months delay before power flows under the prepay
- Tax certificates have been emailed
  - Please return them signed without date filled in.
  - If unable to leave undated, the date will be provided close to pricing date
- No material changes to board resolution approving prepay, commodity supply contract, power supply contract, limited assignment agreements, and tax certificates

# Savings Anticipated

- Resolution approved by UAMPS Board requires initial period savings of at least 8%
  - For PPAs would be savings of greater than $2.77/MWh
  - For NG would be savings of $0.44/MMBtu

# Reference Slides

# Tax Certificate “Qualified Use”

- Tax Certificate must be signed by member rep for members in Nebo, Steel 1A and 1B, and Red Mesa
  - Signed within a few weeks of Prepay closing
  - Long vacations?  Availability to have it signed?
- Participant represents that it will use the Prepaid Portion of electricity for a Qualified Use
- Qualified Use means the sale of electricity within the electric service territory of a municipal utility
  - Tax certificate does not specify that the municipal utility must be the same as the Participant

# Additional Documents Used in Prepay

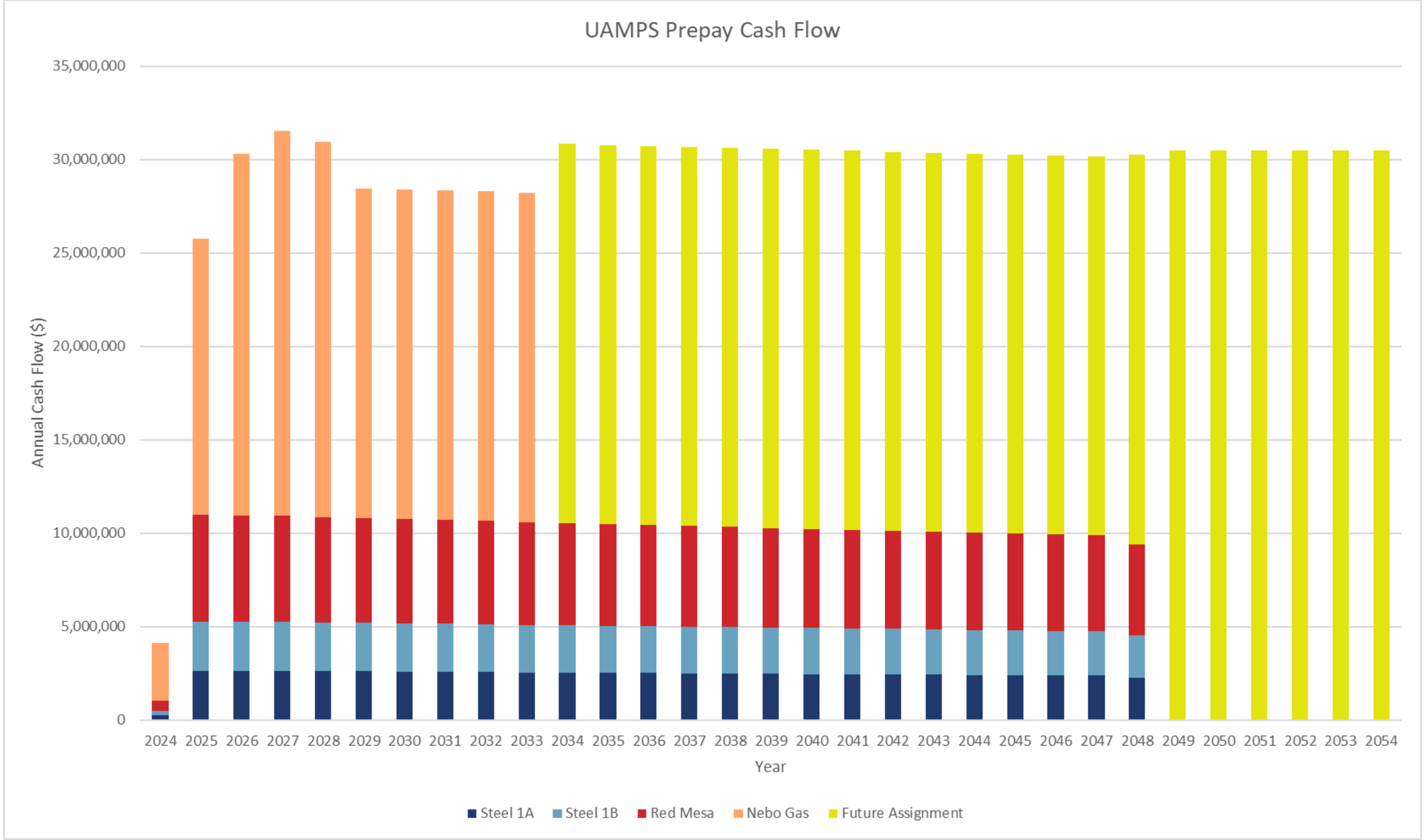
- Tax Certificate – previous slide
- Power Supply Agreement – UAMPS and members commit to use power from solar PPAs for Qualified Use – serving member communities
- Commodity Supply Agreement – UAMPS and members commit to use Twin Eagle forward purchase gas to create power which will be used for Qualified Use
- In the event Prepay cashflow is not maintained (lack of solar generation or gas use), use in subsequent months can make up for the decreased cashflow (remediation)

# Still More Documents Used in Prepay

- Limited Assignment Agreement – UAMPS, DESRI, NTUA, and Twin Eagle agree to assign purchases to J. Aron
  - UAMPS receives the power and pays trustee
  - Trustee pays DESRI, NTUA, Twin Eagle the full invoice amount
    - Discounted payment from UAMPS
    - Additional funds from Prepay
- Official Statement – used for bond issue, contains information about UAMPS, similar to reporting for UAMPS bonded projects

# Document Changes from Form Approved

- Administrative changes only from the PMC approved documents
- Ability to exchange PPAs assigned to prepay more frequently
  - Allows UAMPS member flexibility in the event one PPA is preferred above another


UAMPS Prepay Cash Flow
35,000,000
30,000,000
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
0
Annual Cash Flow ($)
2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054
Year
Steel 1A
Steel 1B
Red Mesa
Nebo Gas
Future Assignment

# Government and Public Affairs Project




Mike Squires

# *August Update Overview*

**Federal Political:**

- 2024 Presidential Election
  - Republican Party
  - Democratic Party
- 2024 Congressional Election map and Utah's federal races

**Federal Legislative:**

- Major legislation/issues UAMPS is tracking
- Memo discussion

**State Political:**

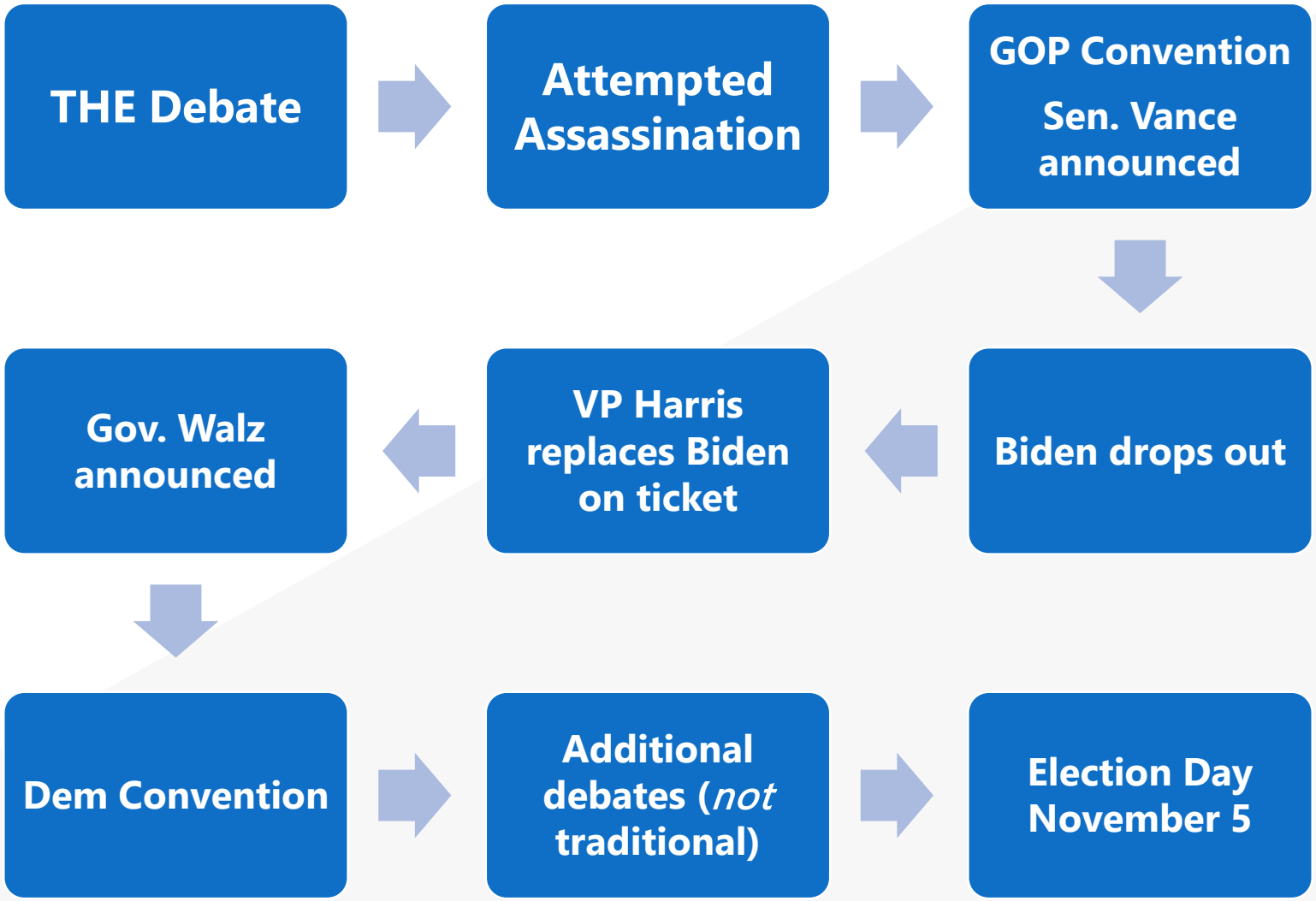
- Governor's race

**State Legislative:**

- RMP



# *Timeline*

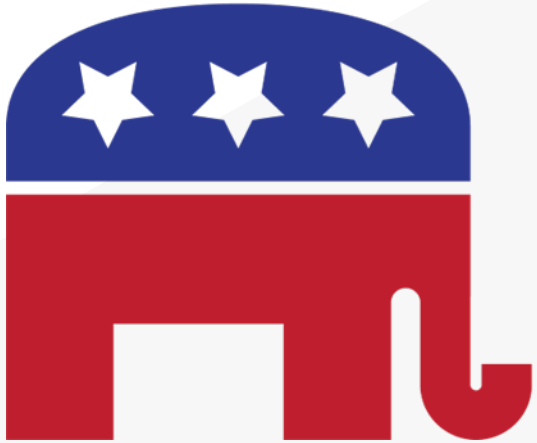



**82 Days until Election Day**

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# *Presidential 2024 Election Republicans*

- Rocky rollout for JD Vance
- Trump now trails Harris in most polls
- Republicans unsure how to handle Harris
- Trump criticized for discussion about Harris' race, gender, intelligence



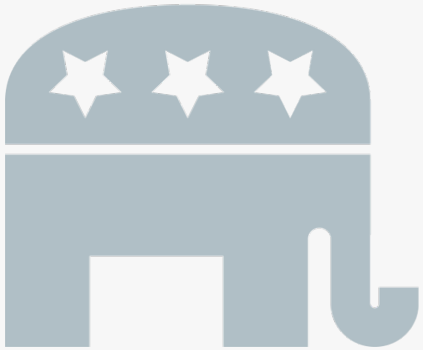


Why this matters: Democrats must be mindful to not ignore other critical issues that voters are evaluating.

# *Presidential Election Democrats*

- VP Harris and the momentum behind the Democratic ticket
- Democratic National Convention – Chicago this week
- Harris is still viewed as a change candidate – clear contrast
- Harris out fundraises Trump setting record for most raised in 1 day
- Democratic enthusiasm gap evaporates





# *Trump v. Harris Fundraising*

**End of June 2024**



**$96 M**



**$128 M**

**Today (8/7/24)**

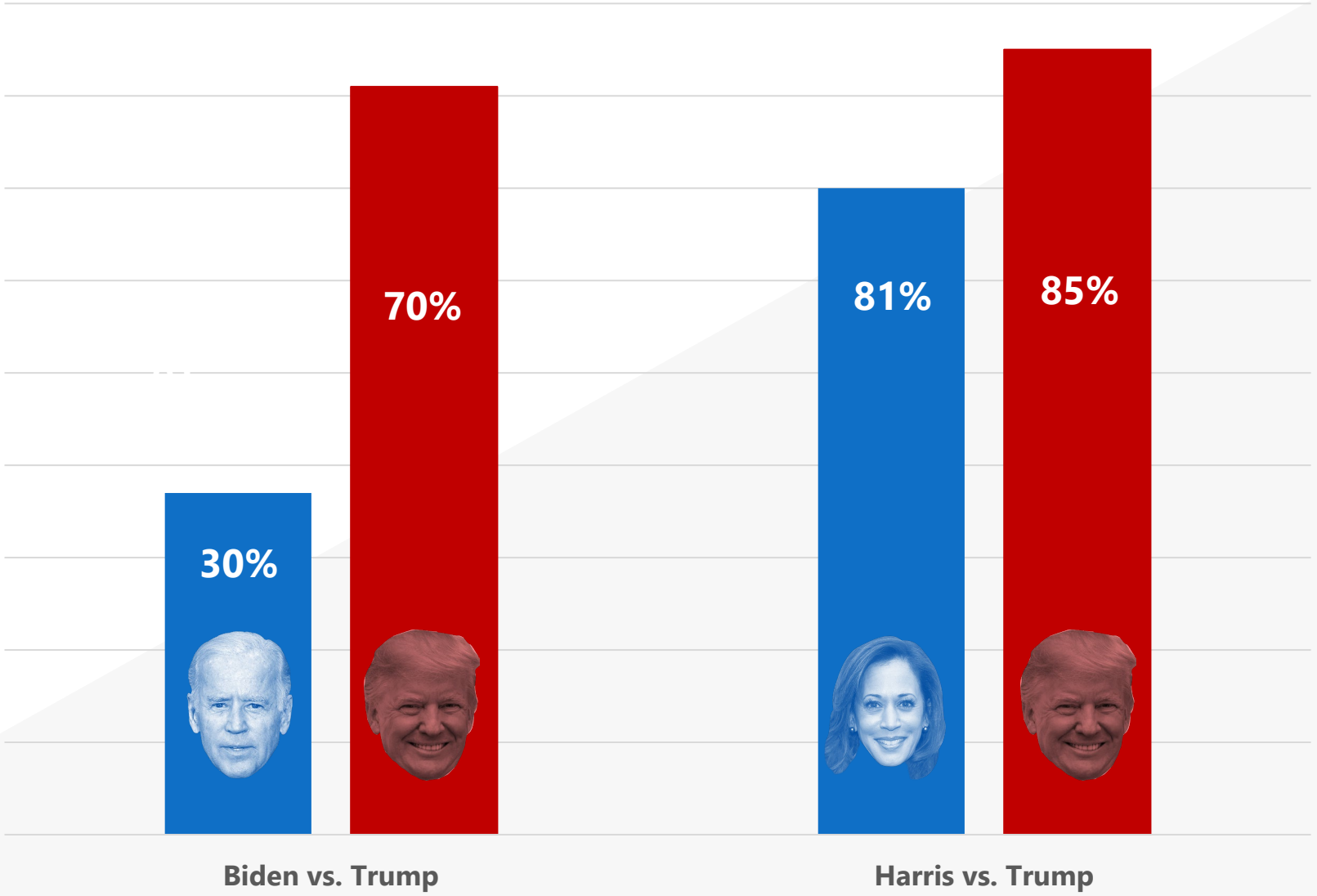


**$284 M**

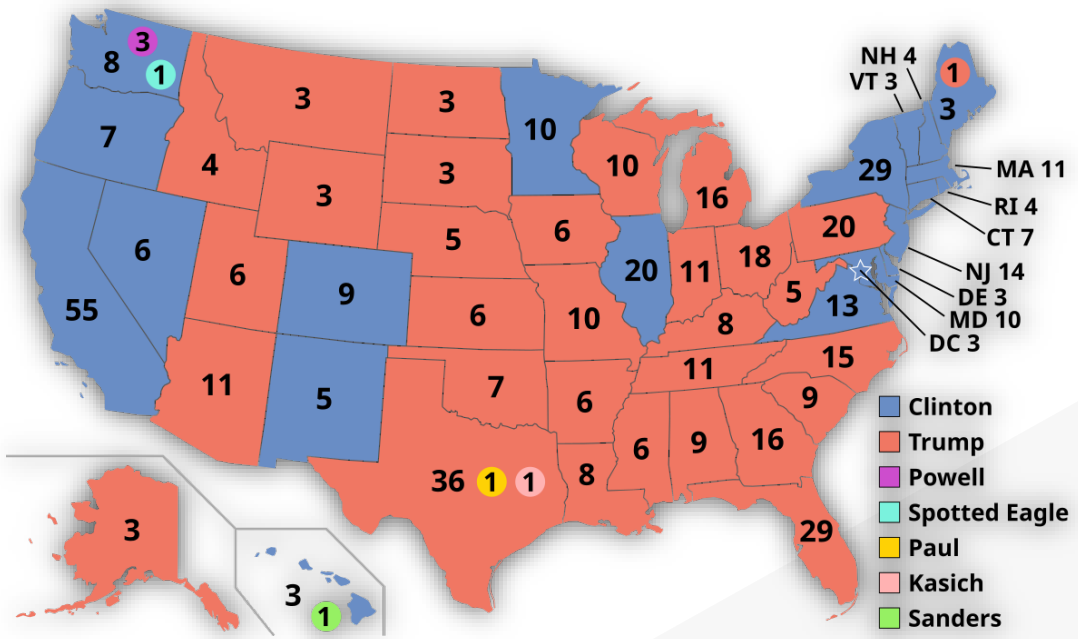


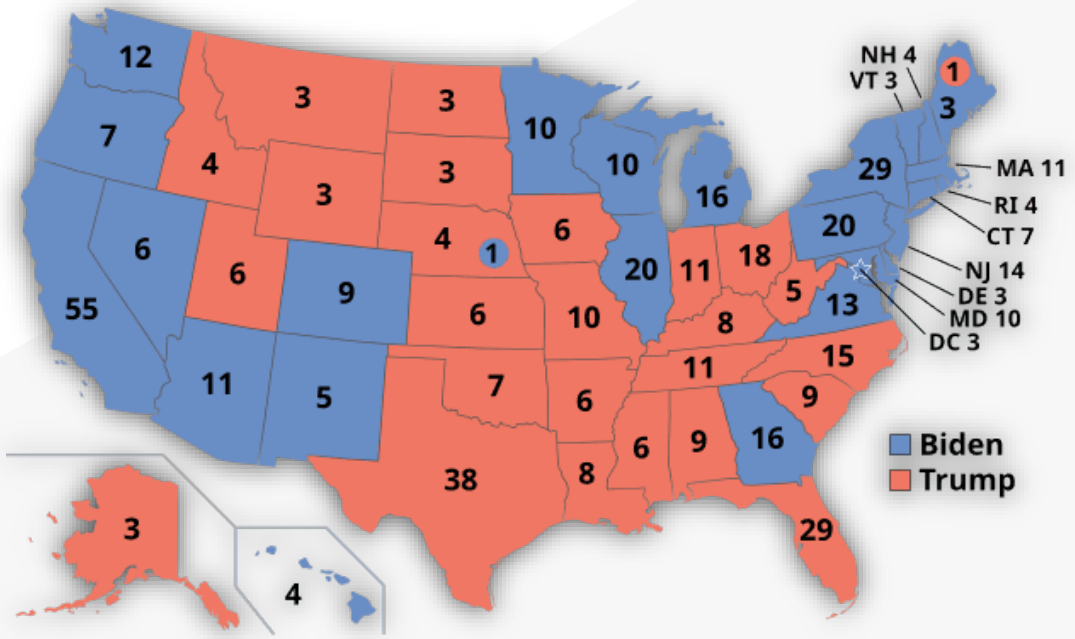
**$217 M**

# *Trump v. Harris Enthusiasm Gap*



# *2016 and 2020 Election Maps*

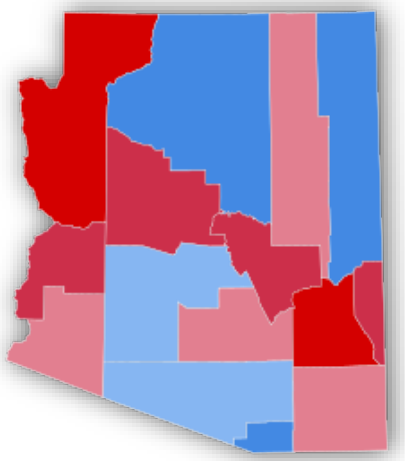


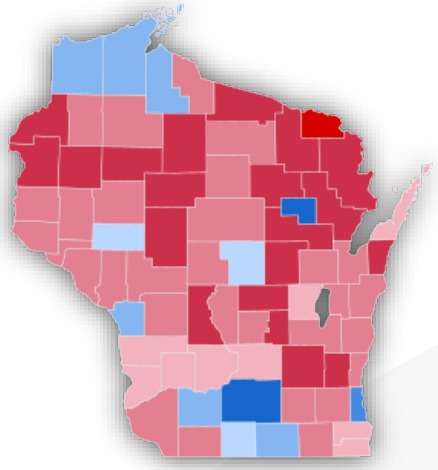

**2016**
Trump carried: AZ, WI, MI, PA and GA

**2020**
Biden carried: AZ, WI, MI, PA and GA

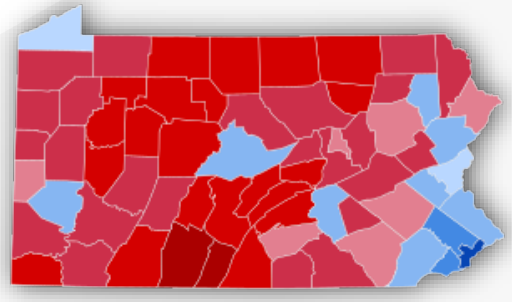
# *2016 and 2020 Election Maps*



**2016 vs. 2020 Arizona**
2020 difference: 10,457

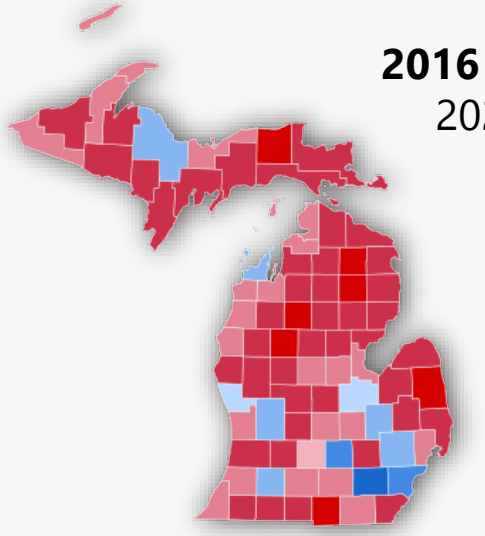


**2016 vs. 2020 Wisconsin**
2020 difference: 20,682



**2016 vs. 2020 Pennsylvania**
2020 difference: 80,555

**"The Blue Wall"**
WI, MI, and PA



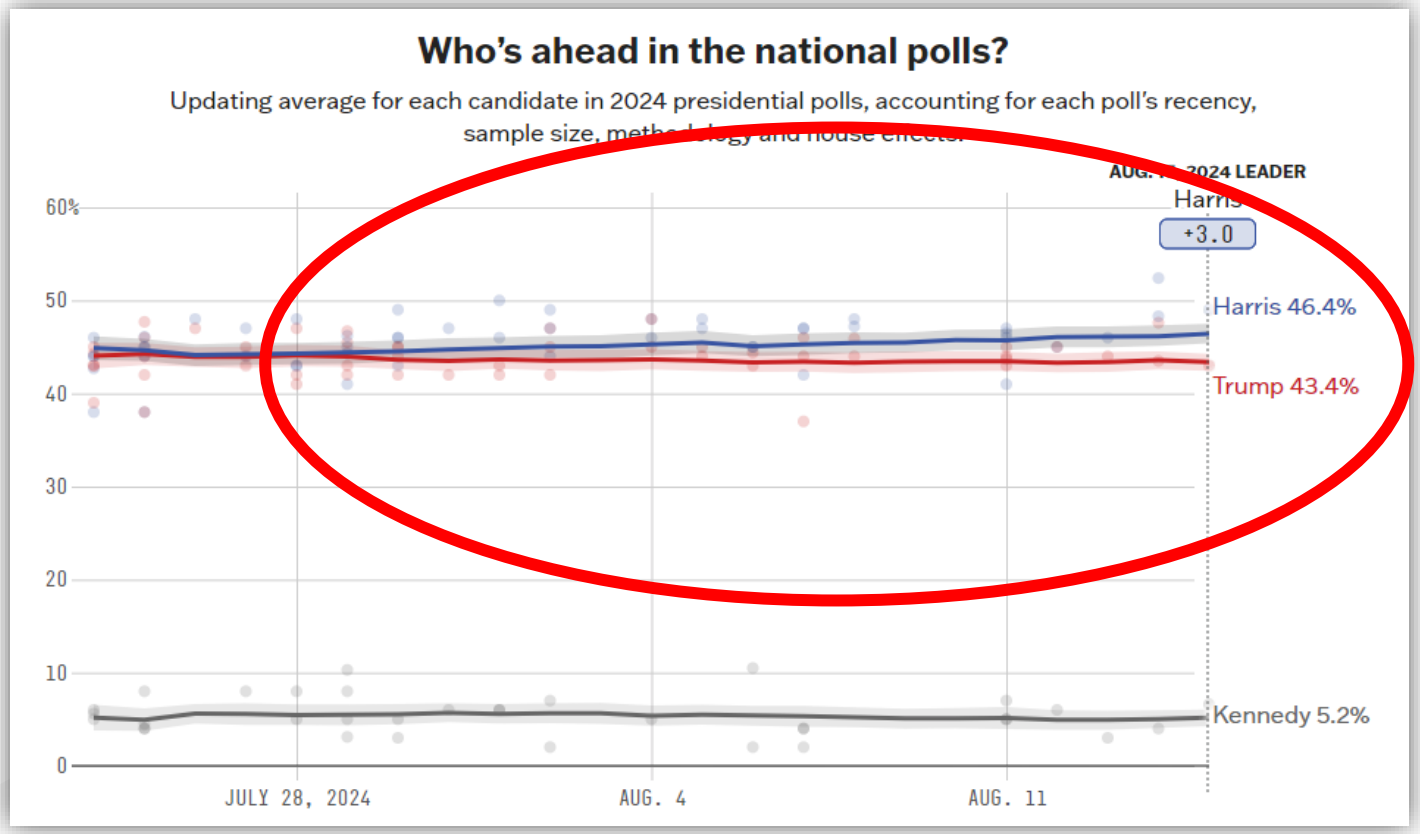
**2016 vs. 2020 Michigan**
2020 difference: 154,188

**"Sunbelt State(s)"**
AZ, NV, and GA

**Harris-Walz leads**

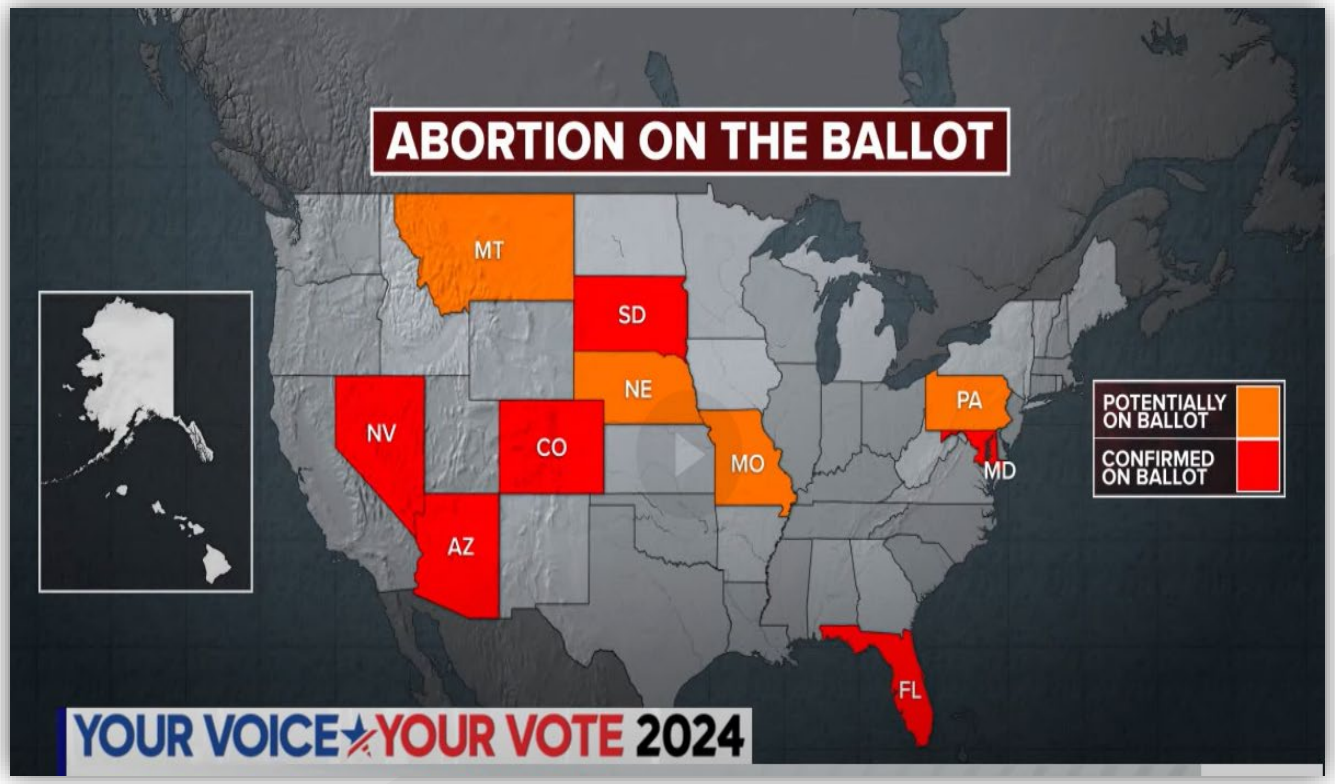
**Trump-Vance leads**

# *Trump v. Harris General Polls*




Why this matters: Momentum = money = media coverage = votes. In a close election such as this Democrats have a new candidate and it is changing the dynamic and ultimately the 2024 election map. It could change with time, but Harris reversed the positive trend and momentum that Trump had following the GOP Convention.

# Voter Turnout

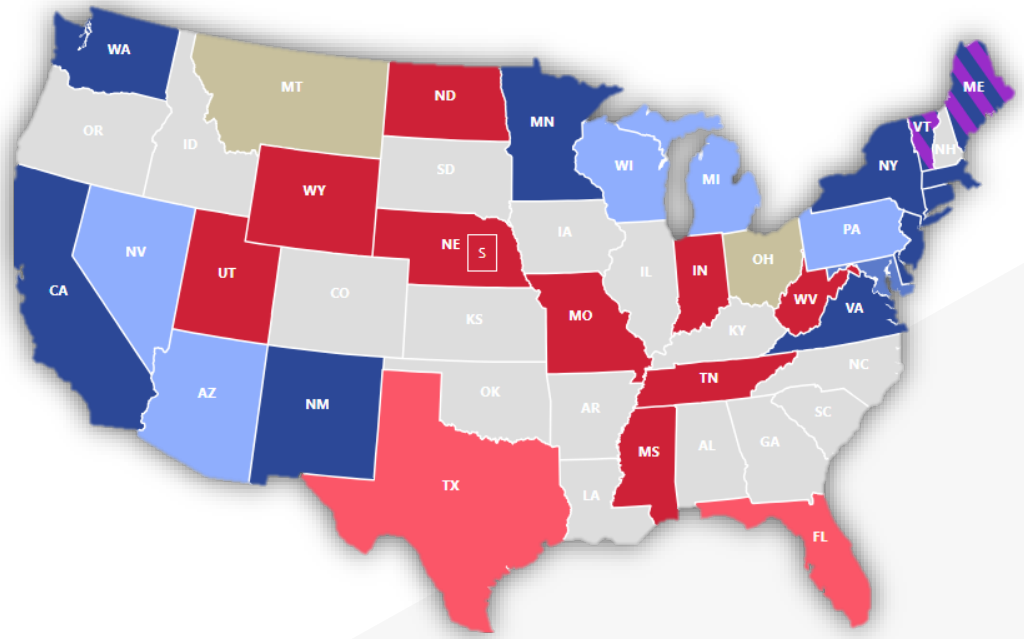



- **Abortion**
- **Border politics**
- **State issues**
- **Congressional elections**
- **Gubernatorial elections**

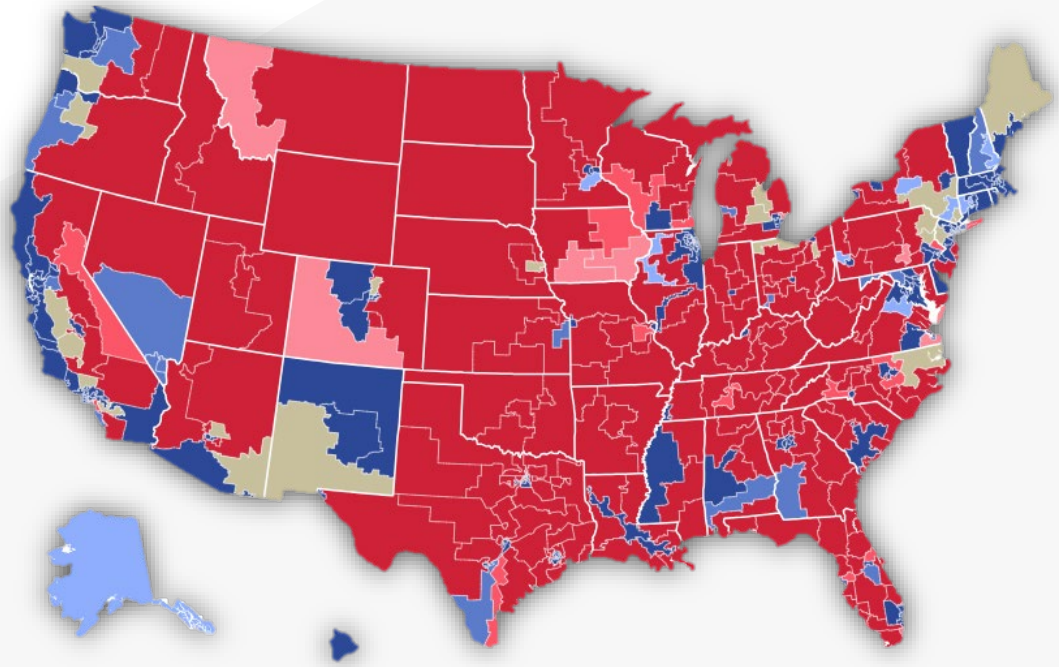
Why this matters: There will be several other issues and candidates driving voters to the polls in 2024 e.g. abortion, immigration, local issues and referenda,

# *Congressional Election Maps*

**U.S. Senate**
Note: OH, MT, AZ, PA




**U.S. Senate**
Note: 209 R 203 D



Why this matters: The control of Congress will come down to a few Senate seats, and perhaps just as many House seats. Election turnout in the presidential is helpful for turnout in congressional races, and vice versa. Some pundits anticipate that the winner of the White House will translate to victories in both chambers for the winning party.

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# *Utah Federal Election Update*



**U.S. Senate**
Curtis

**Renominated**



**U.S. House**
Maloy



**U.S. House**
Kennedy

**New to Washington**



**U.S. Senate**
Lee

**Likely ENR Chair**

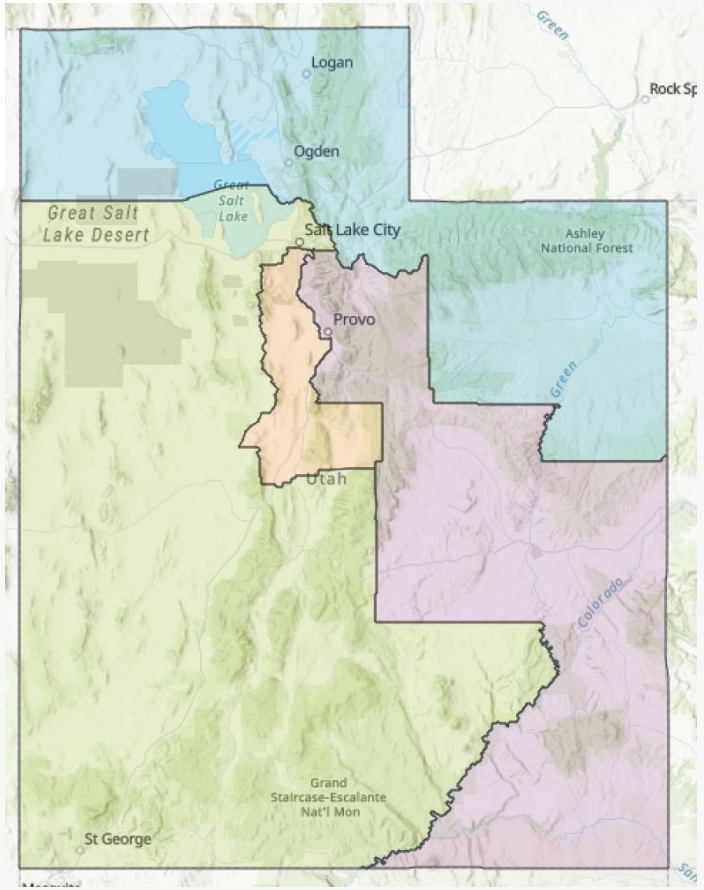
Why this matters: The Utah delegation hits above its weight and is generally quite cohesive. Both Congresswoman Maloy and Senator Lee have permitting reform bills. Senator Kennedy will be new, and likely more conservative than Congressman Curtis though on energy issues, there should not be an abrupt change.

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# *Utah Supreme Court Unanimous Decision*

*"We hold that the people's right to alter or reform the government through an initiative is* ***constitutionally protected from government infringement, including legislative amendment****, repeal, or replacement of the initiative in a manner that impairs the reform enacted by the people."*

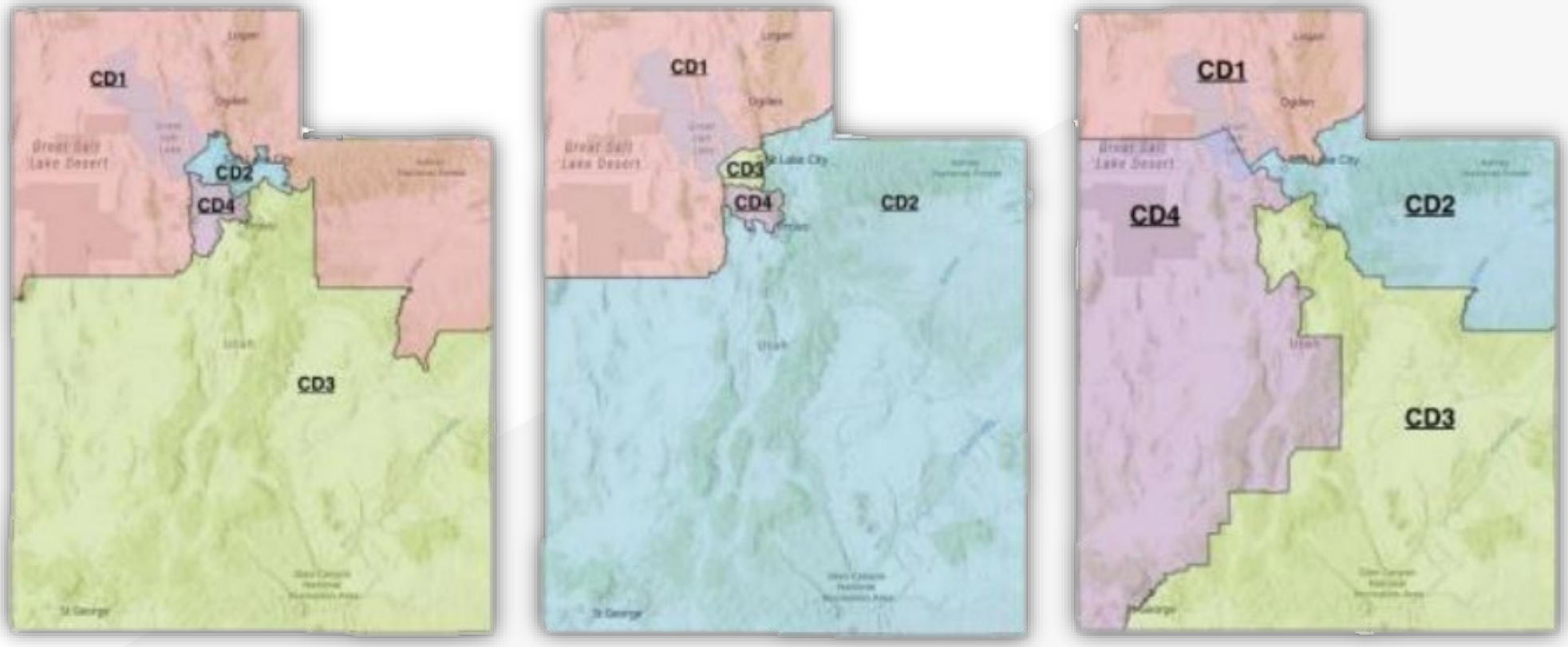
*¶227 p. 82 LWV v. Utah State Legislature*




Why this matters: The maps drawn by the Legislature may need to be reconfigured

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# *What could the new maps look like?*



# *Federal Legislative Update (see Meguire Whitney presentation)*

**H.R. 3746 – the Fiscal Responsibility Act (enacted)**

- Redefines major federal action
- Broadens categorical exclusions
- Establishes lead agency, page limits for NEPA
- Mountain Valley Pipeline

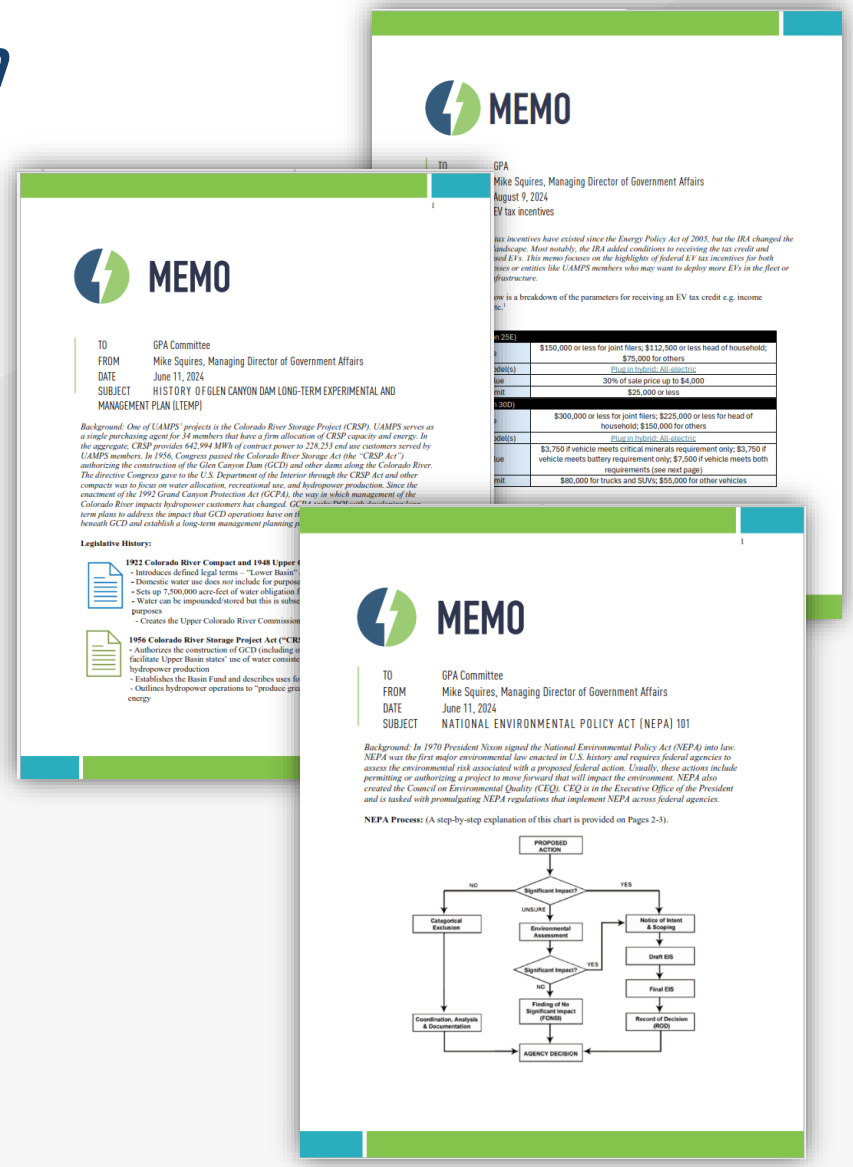
**S. 4753 – the Energy Permitting Reform Act (proposed)**

- 150-day Statute of Limitations and expedited judicial review
- Streamlined permitting on federal lands, including CatEx for transmission in existing ROW
- Cuts DOE out of National Interest Transmission Corridor process – FERC backstop authority & lead on NEPA
- Reasonable cost allocation provisions
- NERC grid assessments of regulations that may impact reliability
- 90-day LNG approvals
- Extends hydropower commence construction permits



# *Memo Discussion*

- FY 25 Communications and GPA Strategy highlights internal and external education communication
- Memos serve as a tool for internal *and* external education
- Developing library of relevant subjects for staff, board, governing boards
- Will be placed on UAMPS portal for access



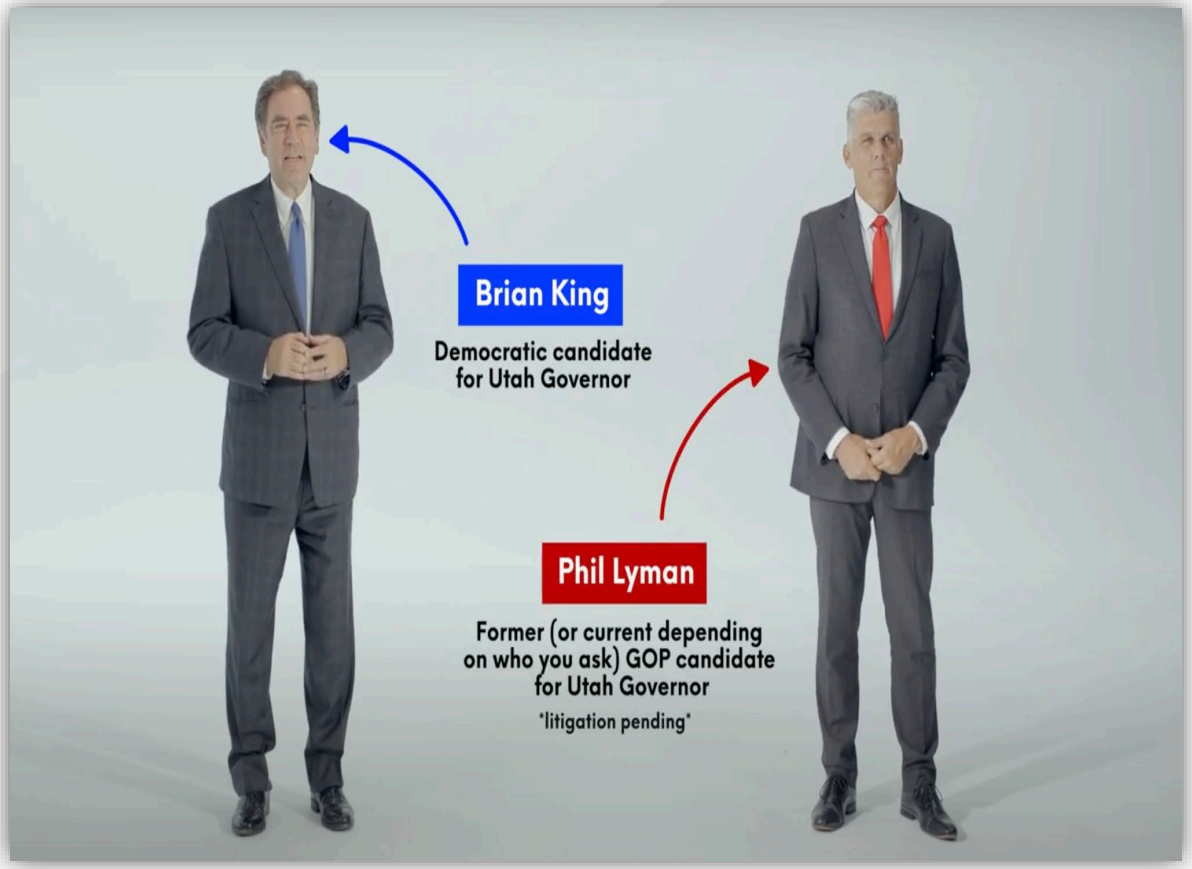
# *Utah Governor's Race*

**Primary:**

- Governor Cox narrowly defeated Rep. Phil Lyman – 54.40% to 45.60%
- The election took an interesting turn when Rep. Lyman did not concede the election then argued that there were irregularities with the signature process

**General:**

- Rep. Brian King will face Gov. Cox with Rep. Lyman launching a write-in campaign



# *State Legislative Update*

- Rocky Mountain Power has come under some fire because of proposed rate increases
- Legislators are contemplating a special session, though no specifics are known at this point
- Large new loads is an issue that UAMPS is following
- Joint lobbying likely to commence Q4
- DADA formed, but RFP process is delayed

ROCKY MOUNTAIN POWER

Why this matters: The Legislature's frustrations could pose a problem for bigger issues like deregulation. Large data centers with deep pockets could likely get involved.

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