Hildale City Council Meeting

Wednesday, November 06, 2024 at 6:00 PM

320 East Newel Avenue, Hildale City, Utah 84784

Agenda

Notice is hereby given to the members of the Hildale City Council and the public, that the City Council will hold a public meeting on **Wednesday, November 6, 2024 at 6:00 p.m. (MDT)**, at 320 East Newel Avenue, Hildale City, Utah 84784.

Councilmembers may be participating electronically by video or telephone conference. Members of the public may also watch the City of Hildale through the scheduled Zoom meeting.

Join Zoom Meeting

https://zoom.us/j/95770171318?pwd=aUVSU0hRSFFHcGQvcUlPT3ZYK0p5UT09

Meeting ID: 957 7017 1318
Passcode: 993804

Comments during the public comment or public hearing portions of the meeting may be emailed to manager@hildalecity.com. All comments sent before the meeting may be read during the meeting and messages or emails sent during the meeting may be read at the Mayor's discretion.

Welcome, Introduction and Preliminary Matters: Mayor Jessop

Roll Call of Council Attendees: City Recorder Barlow

Pledge of Allegiance: By Invitation of Mayor Jessop

Conflict of Interest Disclosures: Mayor and Council Members

Special Recognitions:

1. City Council Community Recognition and Appreciation Award

Public Presentations:

Approval of Minutes of Previous Meetings: Council Members

2. City Council meeting minutes of September 12, 2024, and October 2, 2024

Public Comments: 3 minutes each - Discretion of Mayor Jessop

Council Comments: For items not on the agenda (10 minutes total)

Oversight Items: 10 minutes - Mayor Jessop

3. Financial Report and Invoice Register approval

4. City Managers report (Department reports included)

Public Hearing:

NONE

Appointments to Boards or Commissions:

NONE

Unfinished Council Business:

5. Consideration, discussion, and possible action concerning the issuance of a contract for the "Sewer Headworks" project to Aardvark Underground Inc., in the amount of $68,440. (10 minutes Director Postema).

6. Update concerning the Utah Community Investment Fund Board approval of a grant for Maxwell Park infrastructure (IMP 25-DWS-0308), and review of documents. (5 minutes - Economic Development Director Lawrence Barlow)

7. Consideration, discussion, and review of documents and "next step" procedures concerning the Utah Drinking Water Board construction grant and for a water "booster station" to address the low water pressure zone. (10 minutes Utilities Director Postema).

8. Update concerning the purchase of real property at 325 E. Newel Ave. by Hildale City in the amount of $150,000, and review of documents (5 minutes - CM Duthie)

New Council Business:

9. Consideration, discussion, and possible ratification of the Fall 2024 Community Clean-up. (5 minutes - CM Duthie)

10. Consideration, discussion, and possible action concerning Hildale City application to enroll in the Utah Retirement System; Approval of Resolution 2024-001; and authorizing Mayor or staff to sign. (15 minutes Consultant Lori Wedemeyer Beck).

Calendar of Upcoming Events: 5 minutes **-** Mayor Jessop

11. City Council Calendar

Executive Session: As needed

Adjournment: Mayor Jessop

Agenda items and any variables thereto are set for consideration, discussion, approval, or other action. Council Members may be attending by telephone. Agenda is subject to change up to 24 hours prior to the meeting. Individuals needing special accommodations should notify the City Recorder at 435-874-2323 at least three days prior to the meeting.

Hildale City Council Work Session

Thursday, September 12, 2024 at 12:00 PM
320 East Newel Avenue, Hildale City, Utah 84784

Minutes

Notice is hereby given to the members of the Hildale City Council and the public, that the City Council will hold a work session on **Thursday, September 12, 2024 at 12:00 p.m. (MDT)**, at 320 East Newel Avenue, Hildale City, Utah 84784.

The meeting will be to introduce Council and invited stakeholders to the initial drafts of the Maxwell Park Renovation Project.

Welcome, Introduction and Preliminary Matters: Mayor Jessop

Roll Call of Council Attendees: City Recorder Barlow

Roll Call of Council Attendees: City Recorder Barlow

PRESENT
Mayor Donia Jessop
Council Member Luke Merideth
Council Member Darlene Stubbs

Pledge of Allegiance: By Invitation of Mayor Jessop

Conflict of Interest Disclosures: Mayor and Council Members

Adjournment: Mayor Jessop

Adjournment: Mayor Jessop

Minutes were approved at the City Council Meeting on _____.

_____

Sirrene J. Barlow, City Recorder

Pending For Approval

Hildale City Council Meeting

Wednesday, October 02, 2024 at 6:00 PM
320 East Newel Avenue, Hildale City, Utah 84784

Minutes

Pending For Approval

Welcome, Introduction and Preliminary Matters:

Mayor Jessop called meeting to order at 6:00pm

Roll Call of Council Attendees: City Recorder Barlow

PRESENT
Mayor Donia Jessop
Council Member Luke Merideth
Council Member JVar Dutson
Council Member Terrill Musser
Council Member Darlene Stubbs
Council Member Brigham Holm

Staff

Eric Duthie, SIrrene Barlow, Jerry Postema, Nathan Fischer, Robb Radley, Maxene Jessop, Bryan Bair

Pledge of Allegiance:

Council Member Dutson lead the pledge.

Conflict of Interest Disclosures: Mayor and Council Members

None

Special Recognitions:

1. **City Council Community Recognition and Appreciation Award**

   Council Member Dutson recognized The Border Store for being the Gateway to the Community.

   Council Member Merideth recognized Lee and Linda Peraldo for being a piler in the community.

Public Presentations:

2. **Washington County Alcohol Free Proclamation adoption.**

   Mayor Jessop read into the record proclamation for alcohol free zone for the year 2024-2025.

3. **Intermountain Health Annual Presentation, update, and report.**

   Representees from Intermountain Krista Hinton, Dr. Parick Carol, Cindy presented an update for Intermountain Hospital.

Approval of Minutes of Previous Meetings:

4. **Consideration, discussion and possible approval of City Council meeting minutes of August 2, 2024, September 17, 2024**

   Council Members reviewed minutes.

   Motion made by Council Member Musser to approve meeting minutes for September 17, 2024, Seconded by Council Member Holm.
   Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

   Motion Carries.

Public Comments:

Amamda Mathew announced October Domestic violence month. Asking the Mayor to read the proclamation into the record.

Council Comments:

Mayor Jessop read into the record Domestic Violence Awareness Month in October.

Council Member Musser shout out to First Responders and Police, also the Road Crew.

Council Member Stubbs asked about the water restrictions.

Jerry Postema explained the volume of water went down due to the power outage, cause the tanks to not be able to catch up.

Council Member Stubbs asked about the fighting that happened at Maxwell and if it was permitted.

Chief Radly explained the requirements for the future with the event not being permitted.

Council Member Dutson talked on the power outage a few nights ago.

Oversight Items:

5. **Financial Report and Invoice Register approval**

   City Manager Duthie reviewed the reports wit council.

   Motion made by Council Member Dutson to pay the bills with a side note with 5955 to approve 20,000 if it passes the legality of being paid, to pay the bills as funds become available, Seconded by Council Member Stubbs.
   Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

   Motion Carries.

6. **City Managers report (Department reports included)**

   City Manager Duthie will give a report next month.

Pending For Approval

Public Hearing:

7. **The public hearing is to receive public comment concerning a Hildale City Community Impact Board Letter of Intent submission and Emergency Application for funding Maxwell Canyon Public Utility and Access Improvements.**

   Lawerance Barlow explained the funding process to get funding for Maxwell Canyon Utility Improvement.

   Council Member Holm motioned to open public hearing at 7:26pm, Second by Council Member Dutson.
   Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

   Lawerence Barlow spoke on the water and its need in the community.

   Council Member Dutson motioned to close public hearing at 7:28pm

   All in Favor.

Appointments to Boards or Commissions: NONE

Unfinished Council Business: NONE

New Council Business:

8. **Consideration, discussion and possible action concerning Resolution 2024-10-001 ratifying a Community Impact Board Letter of Intent submission; and approving an Emergency Application for funding Maxwell Canyon Public Utility and Access Improvements.**

   Lawerence Barlow explained the need for a grant and not for a loan.

   Rylie with Jones and DeMille was present for questions.

   Motion made by Council Member Dutson approving the submission and Emergency Application for funding Maxwell Canyon Public Utility and Access Improvements, Seconded by Council Member Holm.
   Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

   Motion Carries

9. **Consideration, discussion, and possible action concerning renewal amendments of the Recreation, Arts, and Parks (RAP) Tax agreements with Washington County.**

   City Manager Duthie presented to process for the RAP tax.

   Motion made by Council Member Stubbs to renewal amendments of the Recreation, Arts, and Parks (RAP) Tax agreements with Washington County, Seconded by Council Member Dutson.
   Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

   Motion Carries

Pending For Approval

10. **Consideration, discussion, and possible action concerning the process for Hildale City Zoning Code and Subdivision review process.**

    City Manager Duthie presented to Hasen group viewing our zoning code. Updating all the processes from how to apply and who approves. The goal is to get everything in to state compliances.

    Motion made by Council Member Holm for the Hildale City Zoning Code and subdivision review process to be updated, as recommended by staff and identified by the Hasen Group to bring up to date with state law, Seconded by Council Member Musser.
    Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

    Motion Carries

Calendar of Upcoming Events:

11. City Council Calendar

Executive Session: As needed

Adjournment: Mayor Jessop

Mayor adjourned the meeting at 7:46pm

Agenda items and any variables thereto are set for consideration, discussion, approval, or other action. Council Members may be attending by telephone. Agenda is subject to change up to 24 hours prior to the meeting. Individuals needing special accommodations should notify the City Recorder at 435-874-2323 at least three days prior to the meeting.

Minutes were approved at the City Council Meeting on _____.

_____

Sirrene J. Barlow, City Recorder

Pending For Approval

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
11-31-100	PROPERTY TAX - CURRENT YEAR	22,450.02	22,450.02	123,081.00	100,630.98	18.2
11-31-200	PROP TAX - DELINQUENT PR YR	36,515.26	36,515.26	22,872.00	(13,643.26)	159.7
11-31-300	GENERAL SALES & USE TAX	100,098.50	100,098.50	240,000.00	139,901.50	41.7
11-31-301	RAP TAX	4,604.26	4,604.26	25,000.00	20,395.74	18.4
11-31-401	ENERGY & USE TAX	46,973.84	46,973.84	95,000.00	48,026.16	49.5
11-31-402	TELECOM LICENSE TAX	2,368.40	2,368.40	7,500.00	5,131.60	31.6
11-31-403	TRANSIENT ROOM TAX	14,697.74	14,697.74	29,627.00	14,929.26	49.6
11-31-700	FEE-IN-LIEU TX - PERSONAL PROP	3,671.04	3,671.04	17,415.00	13,743.96	21.1
11-31-900	PNLTY & INT ON DELINQ TAXES	691.52	691.52	2,088.00	1,396.48	33.1
	TOTAL TAXES	232,070.58	232,070.58	562,583.00	330,512.42	41.3
	LICENSES AND PERMITS					
11-32-100	BUSINESS LICENSE FEES	290.00	290.00	12,000.00	11,710.00	2.4
11-32-200	BUILDING PERMITS	21,716.93	21,716.93	35,417.00	13,700.07	61.3
11-32-300	LAND USE FEE'S	1,150.00	1,150.00	11,865.00	10,715.00	9.7
	TOTAL LICENSES AND PERMITS	23,156.93	23,156.93	59,282.00	36,125.07	39.1
	INTERGOVERNMENTAL REVENUE					
11-33-421	FD ASSISTANCE GRANT	.00	.00	91,000.00	91,000.00	.0
11-33-435	CIB GENERAL PLAN GRANT	.00	.00	18,000.00	18,000.00	.0
11-33-438	UDOT 2022 GRANT	.00	.00	25,000.00	25,000.00	.0
11-33-560	CLASS C ROAD FUND	35,542.00	35,542.00	83,000.00	47,458.00	42.8
11-33-565	HIGHWAY/TRANSIT TAX	19,235.86	19,235.86	38,000.00	18,764.14	50.6
11-33-580	LIQUOR FUND ALLOTMENT	.00	.00	3,000.00	3,000.00	.0
11-33-582	INNOVATION CENTER	.00	.00	600,000.00	600,000.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	54,777.86	54,777.86	858,000.00	803,222.14	6.4
	CHARGES FOR SERVICES					
11-34-110	COURT COSTS, FEES, CHARGES	.00	.00	3,000.00	3,000.00	.0
11-34-120	GRAMA, COPYING, ETC.	139.10	139.10	7,882.00	7,742.90	1.8
11-34-130	ZONING & SUBDIVISION FEES	.00	.00	40,000.00	40,000.00	.0
11-34-252	SRO POLICE	.00	.00	60,000.00	60,000.00	.0
11-34-910	SOLID WASTE- AZ STRIP LANDFILL	.00	.00	24,000.00	24,000.00	.0
11-34-915	GARKANE SERVICES	.00	.00	6,000.00	6,000.00	.0
	TOTAL CHARGES FOR SERVICES	139.10	139.10	140,882.00	140,742.90	.1

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FINES AND FORFEITURES					
11-35-110	COURT FINES	13,598.77	13,598.77	50,665.00	37,066.23	26.8
11-35-210	BAIL AND BOND FORFEITURE	.00	.00	1,000.00	1,000.00	.0
	TOTAL FINES AND FORFEITURES	13,598.77	13,598.77	51,665.00	38,066.23	26.3
	MISCELLANEOUS REVENUE					
11-36-100	INTEREST EARNINGS - GEN FUND	8,158.98	8,158.98	50,000.00	41,841.02	16.3
11-36-110	MISCELLANEOUS REVENUE	.00	.00	11,863.00	11,863.00	.0
11-36-210	RENTAL - OFFICES IN CITY BLDG	1,200.00	1,200.00	12,000.00	10,800.00	10.0
11-36-600	SUNDRY REVENUES	2,010.00	2,010.00	1,000.00	(1,010.00)	201.0
11-36-800	LOT LEASES	13,049.19	13,049.19	60,000.00	46,950.81	21.8
11-36-910	SUNDRY REV - GEN FUND	.00	.00	5,000.00	5,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	24,418.17	24,418.17	139,863.00	115,444.83	17.5
	CONTRIBUTIONS AND TRANSFERS					
11-38-248	EVENT FEES	7,826.17	7,826.17	.00	(7,826.17)	.0
11-38-701	HILDALE CITY COMMUNITY OUTREAC	29,680.00	29,680.00	.00	(29,680.00)	.0
11-38-702	CONTRIBUTIONS-COMM OUTREACH	.00	.00	29,500.00	29,500.00	.0
11-38-920	APPROP - CAPITAL PROJECTS	2,309,250.00	2,309,250.00	2,309,250.00	.00	100.0
	TOTAL CONTRIBUTIONS AND TRANSFERS	2,346,756.17	2,346,756.17	2,338,750.00	(8,006.17)	100.3
	TOTAL FUND REVENUE	2,694,917.58	2,694,917.58	4,151,025.00	1,456,107.42	64.9

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GEN GOVT ADMINISTRATION					
11-41-110	SALARIES-PERMANENT EMPLOYEES	17,312.72	17,312.72	99,000.00	81,687.28	17.5
11-41-111	SECRETARIAL STAFF	12,238.61	12,238.61	35,000.00	22,761.39	35.0
11-41-112	MAYOR	9,692.32	9,692.32	24,000.00	14,307.68	40.4
11-41-113	MANAGER	20,617.66	20,617.66	54,700.00	34,082.34	37.7
11-41-114	TREASURER	497.76	497.76	2,400.00	1,902.24	20.7
11-41-115	RECORDER	8,963.20	8,963.20	34,000.00	25,036.80	26.4
11-41-117	ATTORNEY	.00	.00	4,000.00	4,000.00	.0
11-41-130	PAYROLL TAXES	5,853.01	5,853.01	18,000.00	12,146.99	32.5
11-41-140	BENEFITS-OTHER	7,822.71	7,822.71	.00	(7,822.71)	.0
11-41-151	STIPENDS - CITY COUNCIL	1,545.36	1,545.36	4,800.00	3,254.64	32.2
11-41-152	STIPENDS - PLANNING COMMISSION	560.00	560.00	4,000.00	3,440.00	14.0
11-41-210	BOOKS, SUBSCR, & MEMBERSHIPS	733.49	733.49	3,000.00	2,266.51	24.5
11-41-230	TRAVEL & TRAINING	9,850.00	9,850.00	10,000.00	150.00	98.5
11-41-235	HEALTH & HYDRATION	1,220.58	1,220.58	2,000.00	779.42	61.0
11-41-240	OFFICE EXPENSE & SUPPLIES	549.58	549.58	1,000.00	450.42	55.0
11-41-241	COPIER & PRINTER	316.93	316.93	500.00	183.07	63.4
11-41-242	PAYROLL FEES	1,809.07	1,809.07	1,000.00	(809.07)	180.9
11-41-244	PRINT & POSTAGE	.00	.00	2,500.00	2,500.00	.0
11-41-250	EQUIPMENT SUPPLIES & MAINT	46.93	46.93	.00	(46.93)	.0
11-41-257	FUEL	1,566.14	1,566.14	4,000.00	2,433.86	39.2
11-41-260	TOOLS & EQUIPMENT-NON CAPITAL	255.20	255.20	.00	(255.20)	.0
11-41-271	MAINT & SUPPLY - BUILDING	422.29	422.29	1,000.00	577.71	42.2
11-41-272	MAINT & SUPPLY - IT	73.16	73.16	.00	(73.16)	.0
11-41-280	UTILITIES	255.66	255.66	1,800.00	1,544.34	14.2
11-41-285	POWER	579.16	579.16	1,800.00	1,220.84	32.2
11-41-287	TELEPHONE	1,773.54	1,773.54	9,000.00	7,226.46	19.7
11-41-310	PROFESSIONAL & TECHNICAL	1,475.78	1,475.78	10,000.00	8,524.22	14.8
11-41-311	ENGINEER	971.64	971.64	.00	(971.64)	.0
11-41-312	CONSULTANT	11,834.91	11,834.91	.00	(11,834.91)	.0
11-41-313	AUDITOR	.00	.00	20,000.00	20,000.00	.0
11-41-316	INFORMATION TECHNOLOGY - SERVI	5,814.39	5,814.39	25,000.00	19,185.61	23.3
11-41-318	INFORMATION TECHNOLOGY - SOFTW	553.20	553.20	2,000.00	1,446.80	27.7
11-41-319	CONTINGENCY	20,020.16	20,020.16	.00	(20,020.16)	.0
11-41-350	ELECTIONS	.00	.00	1,000.00	1,000.00	.0
11-41-510	INSURANCE	44,606.20	44,606.20	40,000.00	(4,606.20)	111.5
11-41-521	CREDIT CARD EXPENSE	367.43	367.43	150.00	(217.43)	245.0
11-41-720	BUILDINGS	.00	.00	1,000.00	1,000.00	.0
11-41-741	EQUIPMENT - OFFICE	1,997.10	1,997.10	.00	(1,997.10)	.0
11-41-743	EQUIPMENT - VEHICLE	8,885.23	8,885.23	6,500.00	(2,385.23)	136.7
11-41-785	INNOVATION CENTER	.00	.00	536,809.00	536,809.00	.0
	TOTAL GEN GOVT ADMINISTRATION	201,081.12	201,081.12	959,959.00	758,877.88	21.0

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MUNICIPAL COURT					
11-42-110	SALARIES-PERMANENT EMPLOYEES	16,118.18	16,118.18	49,000.00	32,881.82	32.9
11-42-130	PAYROLL TAXES & BENEFITS	4,469.76	4,469.76	4,000.00	(469.76)	111.7
11-42-240	OFFICE EXPENSE & SUPPLIES	17.93	17.93	.00	(17.93)	.0
11-42-310	PROFESSIONAL & TECHNICAL	5,601.89	5,601.89	12,000.00	6,398.11	46.7
11-42-550	FINES, SURCHARGES - AOC	4,170.64	4,170.64	16,000.00	11,829.36	26.1
11-42-551	RESTITUTION PAYMENTS	.00	.00	500.00	500.00	.0
11-42-552	BAIL, BOND PAYMENT RELEASE	700.00	700.00	.00	(700.00)	.0
11-42-620	MISC. SERVICES	2.31	2.31	.00	(2.31)	.0
	TOTAL MUNICIPAL COURT	31,080.71	31,080.71	81,500.00	50,419.29	38.1
	POLICE DEPARTMENT					
11-43-980	INTRA-GOVT CHARGES	75,155.66	75,155.66	412,066.00	336,910.34	18.2
11-43-989	JUDGEMENT RES	.00	.00	10,000.00	10,000.00	.0
	TOTAL POLICE DEPARTMENT	75,155.66	75,155.66	422,066.00	346,910.34	17.8
	FIRE DEPARTMENT					
11-44-810	FD BEMS GRANT TRANSFER	42,283.78	42,283.78	.00	(42,283.78)	.0
11-44-811	FD ASSISTANCE GRANT TRANSFER	16,630.65	16,630.65	.00	(16,630.65)	.0
11-44-980	INTRA-GOVT CHARGES	30,333.35	30,333.35	85,000.00	54,666.65	35.7
	TOTAL FIRE DEPARTMENT	89,247.78	89,247.78	85,000.00	(4,247.78)	105.0
	BUILDING DEPARTMENT					
11-45-110	SALARIES-PERMANENT EMPLOYEES	5,703.64	5,703.64	12,000.00	6,296.36	47.5
	TOTAL BUILDING DEPARTMENT	5,703.64	5,703.64	12,000.00	6,296.36	47.5
	PUBLIC SAFETY DISPATCH					
11-46-980	INTRA-GOVT CHARGES	21,958.00	21,958.00	114,168.00	92,210.00	19.2
	TOTAL PUBLIC SAFETY DISPATCH	21,958.00	21,958.00	114,168.00	92,210.00	19.2

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS - STREETS & ROADS					
11-47-110	SALARIES-PERMANENT EMPLOYEES	30,857.88	30,857.88	111,182.00	80,324.12	27.8
11-47-130	PAYROLL TAXES	2,300.77	2,300.77	9,000.00	6,699.23	25.6
11-47-140	BENEFITS-OTHER	8,947.62	8,947.62	9,000.00	52.38	99.4
11-47-230	TRAVEL	743.10	743.10	.00	(743.10)	.0
11-47-250	EQUIPMENT SUPPLIES & MAINT	1,537.00	1,537.00	.00	(1,537.00)	.0
11-47-257	FUEL	831.05	831.05	3,000.00	2,168.95	27.7
11-47-286	STREET LIGHTS	1,465.24	1,465.24	5,400.00	3,934.76	27.1
	TOTAL PUBLIC WORKS - STREETS & ROADS	46,682.66	46,682.66	137,582.00	90,899.34	33.9
	PUBLIC WORKS - PARKS					
11-48-110	SALARIES-PERMANENT EMPLOYEES	28,613.09	28,613.09	.00	(28,613.09)	.0
11-48-130	PAYROLL TAXES	2,188.93	2,188.93	.00	(2,188.93)	.0
11-48-250	EQUIPMENT SUPPLIES & MAINT	38.17	38.17	.00	(38.17)	.0
11-48-257	FUEL	1,036.87	1,036.87	.00	(1,036.87)	.0
11-48-271	MAINT & SUPPLY - OFFICE	297.00	297.00	.00	(297.00)	.0
11-48-272	MAINT & SUPPLY - OTHER	1,032.17	1,032.17	.00	(1,032.17)	.0
11-48-273	MAINT & SUPPLY - SYSTEM	582.00	582.00	.00	(582.00)	.0
11-48-274	MAINT & SUPPLY EQUIPMENT	3.14	3.14	.00	(3.14)	.0
11-48-280	UTILITIES	1,018.20	1,018.20	.00	(1,018.20)	.0
11-48-285	POWER	273.36	273.36	.00	(273.36)	.0
11-48-287	TELEPHONE INET	831.54	831.54	.00	(831.54)	.0
11-48-410	SPECIAL PROJECT	16,000.00	16,000.00	.00	(16,000.00)	.0
11-48-730	IMPROVEMENTS OTHER THAN BLDGS	25.23	25.23	2,309,250.00	2,309,224.77	.0
11-48-850	DEBT SERVICE - VEHICLE & EQUIP	6,685.00	6,685.00	.00	(6,685.00)	.0
	TOTAL PUBLIC WORKS - PARKS	58,624.70	58,624.70	2,309,250.00	2,250,625.30	2.5
	COMMUNITY OUTREACH DEPARTMENT					
11-49-230	TRAVEL, MEETINGS, AND TRAINING	20.00	20.00	.00	(20.00)	.0
11-49-250	EQUIPMENT SUPPLIES & MAINT	45.74	45.74	.00	(45.74)	.0
11-49-410	SPECIAL PROJECT	10,101.23	10,101.23	29,500.00	19,398.77	34.2
	TOTAL COMMUNITY OUTREACH DEPARTME	10,166.97	10,166.97	29,500.00	19,333.03	34.5
	TOTAL FUND EXPENDITURES	539,701.24	539,701.24	4,151,025.00	3,611,323.76	13.0
	NET REVENUE OVER EXPENDITURES	2,155,216.34	2,155,216.34	.00	(2,155,216.34)	.0

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GF DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE DEPT DEBT SERVICE					
31-44-723	2018 CIB DETENTION POND	97,000.00	97,000.00	.00	(97,000.00)	.0
31-44-724	2018 CIB DETEN POND INTEREST	11,296.68	11,296.68	.00	(11,296.68)	.0
	TOTAL FIRE DEPT DEBT SERVICE	108,296.68	108,296.68	.00	(108,296.68)	.0
	TOTAL FUND EXPENDITURES	108,296.68	108,296.68	.00	(108,296.68)	.0
	NET REVENUE OVER EXPENDITURES	(108,296.68)	(108,296.68)	.00	108,296.68	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

HILDALE CITY GRANTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERGOVERNMENTAL REVENUE					
41-33-438	INNOVATION CENTER GRANT	18,750.00	18,750.00	.00	(18,750.00)	.0
	TOTAL INTERGOVERNMENTAL REVENUE	18,750.00	18,750.00	.00	(18,750.00)	.0
	TOTAL FUND REVENUE	18,750.00	18,750.00	.00	(18,750.00)	.0

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

HILDALE CITY GRANTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GF ADMIN GRANTS/LOANS/ALLOT					
41-41-790	INNOVATION CENTER - GRANT EXP	67,053.13	67,053.13	.00	(67,053.13)	.0
	TOTAL GF ADMIN GRANTS/LOANS/ALLOT	67,053.13	67,053.13	.00	(67,053.13)	.0
	TOTAL FUND EXPENDITURES	67,053.13	67,053.13	.00	(67,053.13)	.0
	NET REVENUE OVER EXPENDITURES	(48,303.13)	(48,303.13)	.00	48,303.13	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

2017 JUDGMENT RESOLUTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
63-38-101	TRANSFER FROM GENERAL FUND	.00	.00	10,000.00	10,000.00	.0
63-38-102	TRANSFER FROM WATER FUND	.00	.00	10,000.00	10,000.00	.0
63-38-103	TRANSFER FROM WASTEWATER	.00	.00	10,000.00	10,000.00	.0
63-38-105	TRANSFER FROM GAS FUND	.00	.00	10,000.00	10,000.00	.0
	TOTAL REVENUES	.00	.00	40,000.00	40,000.00	.0
	TOTAL FUND REVENUE	.00	.00	40,000.00	40,000.00	.0

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

2017 JUDGMENT RESOLUTION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
63-41-310	PROFESSIONAL & TECHNICAL	8,636.64	8,636.64	20,000.00	11,363.36	43.2
63-41-315	LEGAL - GENERAL	.00	.00	20,000.00	20,000.00	.0
	TOTAL EXPENDITURES	8,636.64	8,636.64	40,000.00	31,363.36	21.6
	TOTAL FUND EXPENDITURES	8,636.64	8,636.64	40,000.00	31,363.36	21.6
	NET REVENUE OVER EXPENDITURES	(8,636.64)	(8,636.64)	.00	8,636.64	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

JOINT ADMINISTRATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUES					
65-38-102	TRANSFER FROM WATER FUND	.00	.00	388,229.00	388,229.00	.0
65-38-103	TRANSFER FROM WASTEWATER	.00	.00	465,186.00	465,186.00	.0
65-38-105	TRANSFER FROM GAS FUND	.00	.00	819,944.00	819,944.00	.0
65-38-910	LANDFILL REVENUES	6,000.00	6,000.00	20,000.00	14,000.00	30.0
65-38-915	GARKANE SERVICES	1,167.00	1,167.00	.00	(1,167.00)	.0
	TOTAL REVENUES	7,167.00	7,167.00	1,693,359.00	1,686,192.00	.4
	TOTAL FUND REVENUE	7,167.00	7,167.00	1,693,359.00	1,686,192.00	.4

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

JOINT ADMINISTRATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
65-41-110	SALARIES-PERMANENT EMPLOYEES	161,759.22	161,759.22	740,477.00	578,717.78	21.9
65-41-112	MAYOR	.00	.00	3,000.00	3,000.00	.0
65-41-113	MANAGER	8,836.17	8,836.17	32,820.00	23,983.83	26.9
65-41-114	TREASURER	4,479.81	4,479.81	41,600.00	37,120.19	10.8
65-41-115	RECORDER	8,963.20	8,963.20	25,759.00	16,795.80	34.8
65-41-120	SALARIES-TEMPORARY EMPLOYEES	.00	.00	31,247.00	31,247.00	.0
65-41-130	PAYROLL TAXES	13,826.62	13,826.62	41,815.00	27,988.38	33.1
65-41-140	BENEFITS-OTHER	42,133.25	42,133.25	125,000.00	82,866.75	33.7
65-41-144	PRINT AND POSTAGE	5,031.45	5,031.45	10,000.00	4,968.55	50.3
65-41-145	CONSULTANT	.00	.00	40,000.00	40,000.00	.0
65-41-150	STIPENDS - UTILITY BOARD	300.00	300.00	6,000.00	5,700.00	5.0
65-41-210	BOOKS, SUBSCR, & MEMBERSHIPS	246.98	246.98	3,000.00	2,753.02	8.2
65-41-230	TRAVEL	.00	.00	4,000.00	4,000.00	.0
65-41-235	FOOD & REFRESHMENT	778.43	778.43	5,400.00	4,621.57	14.4
65-41-240	OFFICE EXPENSE & SUPPLIES	170.50	170.50	3,000.00	2,829.50	5.7
65-41-242	PAYROLL FEES	1,809.56	1,809.56	6,000.00	4,190.44	30.2
65-41-250	EQUIPMENT SUPPLIES & MAINT	16,287.41	16,287.41	45,000.00	28,712.59	36.2
65-41-257	FUEL	5,612.74	5,612.74	50,000.00	44,387.26	11.2
65-41-260	TOOLS & EQUIPMENT-NON CAPITAL	4,509.28	4,509.28	30,000.00	25,490.72	15.0
65-41-271	MAINT & SUPPLY - OFFICE	674.92	674.92	7,000.00	6,325.08	9.6
65-41-274	MAINT & SUPPLY EQUIPMENT	474.83	474.83	.00	(474.83)	.0
65-41-280	UTILITIES	1,243.15	1,243.15	19,900.00	18,656.85	6.3
65-41-285	POWER	3,100.97	3,100.97	17,500.00	14,399.03	17.7
65-41-287	TELEPHONE	2,995.49	2,995.49	12,000.00	9,004.51	25.0
65-41-310	PROFESSIONAL & TECHNICAL	25,857.67	25,857.67	82,100.00	56,242.33	31.5
65-41-313	AUDITOR	.00	.00	40,000.00	40,000.00	.0
65-41-317	INFORMATION TECHNOLOGY - CONS	.00	.00	75,000.00	75,000.00	.0
65-41-318	INFORMATION TECHNOLOGY - SOFTW	18,271.21	18,271.21	.00	(18,271.21)	.0
65-41-319	INFORMATION TECHNOLOGY - SYSTE	2,331.25	2,331.25	.00	(2,331.25)	.0
65-41-330	EDUCATION	956.63	956.63	3,600.00	2,643.37	26.6
65-41-510	INSURANCE	108,799.80	108,799.80	108,000.00	(799.80)	100.7
65-41-520	COLLECTION COSTS	.00	.00	3,000.00	3,000.00	.0
65-41-521	CREDIT CARD EXPENSE	3,561.40	3,561.40	12,000.00	8,438.60	29.7
65-41-580	RENT OR LEASE	4,085.96	4,085.96	37,600.00	33,514.04	10.9
65-41-720	BUILDINGS	.00	.00	2,000.00	2,000.00	.0
65-41-741	EQUIPMENT - OFFICE	2,350.73	2,350.73	6,000.00	3,649.27	39.2
65-41-743	EQUIPMENT - VEHICLE	3,502.98	3,502.98	.00	(3,502.98)	.0
65-41-780	RESERVE PURCHASES	.00	.00	12,541.00	12,541.00	.0
65-41-850	DEBT SERVICE - VEHICLE & EQUIP	.00	.00	11,000.00	11,000.00	.0
65-41-901	SURVEY INCENTIVE PROGRAM	300.00	300.00	.00	(300.00)	.0
	TOTAL EXPENDITURES	453,251.61	453,251.61	1,693,359.00	1,240,107.39	26.8
	TOTAL FUND EXPENDITURES	453,251.61	453,251.61	1,693,359.00	1,240,107.39	26.8
	NET REVENUE OVER EXPENDITURES	(446,084.61)	(446,084.61)	.00	446,084.61	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING REVENUES					
81-37-111	WATER SALES - METERED	171,179.66	171,179.66	500,000.00	328,820.34	34.2
81-37-121	WATER SALES - FLAT RATE	137,650.10	137,650.10	480,000.00	342,349.90	28.7
81-37-160	CONSTRUCTION REVENUE	.00	.00	6,000.00	6,000.00	.0
81-37-331	CONNECTION CHARGES	8,428.68	8,428.68	42,000.00	33,571.32	20.1
81-37-332	CONSTRUCTION & REPAIR	1,634.67	1,634.67	22,000.00	20,365.33	7.4
81-37-351	SUNDRY OPERATING REVENUE	.00	.00	20,000.00	20,000.00	.0
81-37-411	INTEREST	8,171.13	8,171.13	36,000.00	27,828.87	22.7
81-37-412	PENALTIES	6,598.01	6,598.01	50,000.00	43,401.99	13.2
81-37-451	IMPACT FEE - UT	36,967.00	36,967.00	300,000.00	263,033.00	12.3
81-37-452	IMPACT FEE - AZ	.00	.00	400,000.00	400,000.00	.0
	TOTAL OPERATING REVENUES	370,629.25	370,629.25	1,856,000.00	1,485,370.75	20.0
	TOTAL FUND REVENUE	370,629.25	370,629.25	1,856,000.00	1,485,370.75	20.0

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING EXPENDITURES					
81-41-210	BOOKS, SUBSCR, & MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
81-41-230	TRAVEL & TRAINING	38.21	38.21	1,000.00	961.79	3.8
81-41-235	FOOD & REFRESHMENT	.00	.00	500.00	500.00	.0
81-41-250	EQUIPMENT SUPPLIES & MAINT	.00	.00	1,200.00	1,200.00	.0
81-41-257	FUEL	47.46	47.46	400.00	352.54	11.9
81-41-260	TOOLS & EQUIPMENT-NON CAPITAL	556.92	556.92	10,000.00	9,443.08	5.6
81-41-273	MAINT & SUPPLY - SYSTEM	33,104.67	33,104.67	133,000.00	99,895.33	24.9
81-41-285	POWER	58,376.40	58,376.40	130,000.00	71,623.60	44.9
81-41-311	ENGINEER	39,150.00	39,150.00	65,000.00	25,850.00	60.2
81-41-314	LABORATORY & TESTING	6,553.00	6,553.00	30,000.00	23,447.00	21.8
81-41-330	PUBLIC EDUCATION	729.98	729.98	2,000.00	1,270.02	36.5
81-41-340	SYSTEM CONSTRUCTION SERVICES	.00	.00	30,000.00	30,000.00	.0
81-41-341	CONST-CUSTOMER'S INSTALLATION	4,015.08	4,015.08	1,000.00	(3,015.08)	401.5
81-41-432	SPECIAL DEPT SUPPLIES	35,026.55	35,026.55	22,000.00	(13,026.55)	159.2
	TOTAL OPERATING EXPENDITURES	177,598.27	177,598.27	427,100.00	249,501.73	41.6
	NON-OPERATING EXPENDITURES					
81-42-600	IMPACT FEE - UT	.00	.00	300,000.00	300,000.00	.0
81-42-601	IMPACT FEE - AZ	.00	.00	400,000.00	400,000.00	.0
81-42-730	IMPROVEMENTS OTHER THAN BLDGS	.00	.00	2,000.00	2,000.00	.0
81-42-742	EQUIPMENT - FIELD	.00	.00	1,000.00	1,000.00	.0
81-42-750	SP PROJECTS CAPITAL	10,116.98	10,116.98	135,260.00	125,143.02	7.5
81-42-780	RESERVE PURCHASES	.00	.00	60,000.00	60,000.00	.0
81-42-815	PRINC. & INT W.RIGHTS LOAN	.00	.00	61,300.00	61,300.00	.0
81-42-911	TRANSFERS TO JOINT ADMIN FUND	.00	.00	388,229.00	388,229.00	.0
81-42-914	TRANSFERS TO 2017 JMT RES FUND	.00	.00	10,000.00	10,000.00	.0
81-42-960	TRANSFERS TO RESERVE FUNDS	.00	.00	48,200.00	48,200.00	.0
81-42-999	CONTINGENCY	.00	.00	22,911.00	22,911.00	.0
	TOTAL NON-OPERATING EXPENDITURES	10,116.98	10,116.98	1,428,900.00	1,418,783.02	.7
	TOTAL FUND EXPENDITURES	187,715.25	187,715.25	1,856,000.00	1,668,284.75	10.1
	NET REVENUE OVER EXPENDITURES	182,914.00	182,914.00	.00	(182,914.00)	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING REVENUES					
82-37-311	SERVICE CHARGES	215,015.63	215,015.63	840,000.00	624,984.37	25.6
82-37-312	SERVICE CHARGES - CPMCWID	32,337.02	32,337.02	200,000.00	167,662.98	16.2
82-37-331	CONNECTION CHARGES	.00	.00	20,000.00	20,000.00	.0
82-37-332	SERVICING CUSTOMER INSTALL	14,768.12	14,768.12	18,000.00	3,231.88	82.1
82-37-411	INTEREST	11,726.74	11,726.74	60,000.00	48,273.26	19.5
82-37-451	IMPACT FEE	3,750.00	3,750.00	110,000.00	106,250.00	3.4
82-37-452	IMPACT FEE - CPMCWID	11,650.00	11,650.00	631,425.00	619,775.00	1.9
82-37-600	LOAN PROCEEDS	.00	.00	500,000.00	500,000.00	.0
	TOTAL OPERATING REVENUES	289,247.51	289,247.51	2,379,425.00	2,090,177.49	12.2
	TOTAL FUND REVENUE	289,247.51	289,247.51	2,379,425.00	2,090,177.49	12.2

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING EXPENDITURES					
82-41-210	BOOKS, SUBSCR, & MEMBERSHIPS	418.00	418.00	1,000.00	582.00	41.8
82-41-230	TRAVEL	.00	.00	1,500.00	1,500.00	.0
82-41-250	EQUIPMENT SUPPLIES & MAINT	.00	.00	2,000.00	2,000.00	.0
82-41-257	FUEL	390.52	390.52	5,000.00	4,609.48	7.8
82-41-260	TOOLS & EQUIPMENT-NON CAPITAL	926.73	926.73	2,000.00	1,073.27	46.3
82-41-273	MAINTENANCE & SUPPLY - SYSTEM	16,717.46	16,717.46	35,000.00	18,282.54	47.8
82-41-274	MAINT & SUPPLY EQUIPMENT	2,463.73	2,463.73	1,000.00	(1,463.73)	246.4
82-41-285	POWER	15,822.28	15,822.28	60,000.00	44,177.72	26.4
82-41-311	ENGINEER	750.00	750.00	30,000.00	29,250.00	2.5
82-41-314	LABORATORY & TESTING	.00	.00	3,000.00	3,000.00	.0
82-41-330	EDUCATION	1,125.98	1,125.98	3,000.00	1,874.02	37.5
82-41-340	SYSTEM CONSTRUCTION SERVICES	.00	.00	367,975.00	367,975.00	.0
82-41-341	CONST-CUSTOMER'S INSTALLATION	.00	.00	10,000.00	10,000.00	.0
	TOTAL OPERATING EXPENDITURES	38,614.70	38,614.70	521,475.00	482,860.30	7.4
	NON-OPERATING EXPENSES					
82-42-560	BAD DEBT EXPENSE	.00	.00	10,000.00	10,000.00	.0
82-42-600	IMPACT FEE - UT	.00	.00	110,000.00	110,000.00	.0
82-42-602	IMPACT FEE - CPMCWID	.00	.00	631,425.00	631,425.00	.0
82-42-742	EQUIPMENT - FIELD	.00	.00	10,000.00	10,000.00	.0
82-42-780	RESERVE PURCHASES	.00	.00	150,000.00	150,000.00	.0
82-42-812	PRINCIPAL ON BONDS - RDA B	.00	.00	111,000.00	111,000.00	.0
82-42-822	INTEREST ON BONDS - RDA - B	.00	.00	38,400.00	38,400.00	.0
82-42-911	TRANSFERS TO JOINT ADMIN FUND	.00	.00	465,186.00	465,186.00	.0
82-42-914	TRANSFERS TO 2017 JMT RES FUND	.00	.00	10,000.00	10,000.00	.0
82-42-960	TRANSFERS TO RESERVE FUNDS	.00	.00	150,000.00	150,000.00	.0
82-42-999	CONTINGENCY	.00	.00	171,939.00	171,939.00	.0
	TOTAL NON-OPERATING EXPENSES	.00	.00	1,857,950.00	1,857,950.00	.0
	TOTAL FUND EXPENDITURES	38,614.70	38,614.70	2,379,425.00	2,340,810.30	1.6
	NET REVENUE OVER EXPENDITURES	250,632.81	250,632.81	.00	(250,632.81)	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GAS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING REVENUES					
84-37-111	GAS SALES - METERED NAT GAS	24,687.44	24,687.44	800,000.00	775,312.56	3.1
84-37-112	GAS SALES - LIQUID PROPANE	19,770.73	19,770.73	93,000.00	73,229.27	21.3
84-37-113	GAS SALES - CYLINDER	382.70	382.70	5,000.00	4,617.30	7.7
84-37-114	GAS SALES - CYLINDER EXCHANGE	199.95	199.95	1,000.00	800.05	20.0
84-37-115	GAS SALES - CC METERED NAT GAS	22,802.05	22,802.05	1,400,000.00	1,377,197.95	1.6
84-37-121	NATURAL GAS SALES - FLAT RATE	9,571.29	9,571.29	31,341.00	21,769.71	30.5
84-37-122	PROPANE GAS - FLAT RATE	11,903.98	11,903.98	40,654.00	28,750.02	29.3
84-37-160	CONSTRUCTION REVENUE	21,453.74	21,453.74	7,000.00	(14,453.74)	306.5
84-37-331	CONNECTION CHARGES	1,345.00	1,345.00	9,000.00	7,655.00	14.9
84-37-411	INTEREST	7,798.45	7,798.45	40,000.00	32,201.55	19.5
84-37-412	PENALTIES	2,878.16	2,878.16	20,000.00	17,121.84	14.4
	TOTAL OPERATING REVENUES	122,793.49	122,793.49	2,446,995.00	2,324,201.51	5.0
	NON-OPERATING REVENUES					
84-38-316	INTRAGOVERNMENTAL GRANTS	.00	.00	646,000.00	646,000.00	.0
	TOTAL NON-OPERATING REVENUES	.00	.00	646,000.00	646,000.00	.0
	TOTAL FUND REVENUE	122,793.49	122,793.49	3,092,995.00	2,970,201.51	4.0

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GAS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING EXPENDITURES					
84-41-140	BENEFITS-OTHER	.00	.00	3,000.00	3,000.00	.0
84-41-210	BOOKS, SUBSCR, & MEMBERSHIPS	637.24	637.24	4,000.00	3,362.76	15.9
84-41-230	TRAVEL & TRAINING	94.38	94.38	10,000.00	9,905.62	.9
84-41-235	FOOD & REFRESHMENT	118.72	118.72	500.00	381.28	23.7
84-41-250	EQUIPMENT SUPPLIES & MAINT	930.27	930.27	5,000.00	4,069.73	18.6
84-41-257	FUEL	564.80	564.80	3,500.00	2,935.20	16.1
84-41-260	TOOLS & EQUIPMENT-NON CAPITAL	(2,261.87)	(2,261.87)	10,000.00	12,261.87	(22.6)
84-41-273	MAINT & SUPPLY SYSTEM	3,461.95	3,461.95	64,500.00	61,038.05	5.4
84-41-285	POWER	995.04	995.04	1,500.00	504.96	66.3
84-41-311	ENGINEER	727.50	727.50	5,000.00	4,272.50	14.6
84-41-315	LEGAL - GENERAL	79.00	79.00	.00	(79.00)	.0
84-41-330	PUBLIC EDUCATION	4,556.21	4,556.21	1,500.00	(3,056.21)	303.8
84-41-340	SYSTEM CONSTRUCTION SERVICES	729.00	729.00	20,000.00	19,271.00	3.7
84-41-341	CONST-CUSTOMER'S INSTALLATION	2,787.05	2,787.05	40,000.00	37,212.95	7.0
84-41-431	NATURAL GAS COMMODITY SUPPLY	10,079.39	10,079.39	380,000.00	369,920.61	2.7
84-41-432	PROPANE GAS COMMODITY SUPPLY	39,145.20	39,145.20	135,000.00	95,854.80	29.0
84-41-434	NAT GAS COMMODITY TRANSPORT	4,339.97	4,339.97	130,000.00	125,660.03	3.3
84-41-510	INSURANCE	10,795.71	10,795.71	35,000.00	24,204.29	30.8
84-41-580	RENT OR LEASE	300.00	300.00	4,900.00	4,600.00	6.1
84-41-610	MISC. SUPPLIES	.00	.00	5,000.00	5,000.00	.0
	TOTAL OPERATING EXPENDITURES	78,079.56	78,079.56	858,400.00	780,320.44	9.1
	NON-OPERATING EXPENDITURES					
84-42-560	BAD DEBT EXPENSE	.00	.00	6,000.00	6,000.00	.0
84-42-710	LAND	.00	.00	5,000.00	5,000.00	.0
84-42-750	SP PROJECTS CAPITAL	.00	.00	646,000.00	646,000.00	.0
84-42-780	RESERVE PURCHASES	.00	.00	226,500.00	226,500.00	.0
84-42-911	TRANSFERS TO JOINT ADMIN FUND	.00	.00	819,944.00	819,944.00	.0
84-42-914	TRANSFERS TO 2017 JMT RES FUND	.00	.00	10,000.00	10,000.00	.0
84-42-960	TRANSFERS TO RESERVE FUNDS	.00	.00	337,000.00	337,000.00	.0
84-42-999	CONTINGENCY	.00	.00	184,151.00	184,151.00	.0
	TOTAL NON-OPERATING EXPENDITURES	.00	.00	2,234,595.00	2,234,595.00	.0
	TOTAL FUND EXPENDITURES	78,079.56	78,079.56	3,092,995.00	3,014,915.44	2.5
	NET REVENUE OVER EXPENDITURES	44,713.93	44,713.93	.00	(44,713.93)	.0

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

89 FUND COLO CITY FIBER DEPT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING EXPENDITURES					
89-41-273	MAINT & SUPPLY SYSTEM	452.44	452.44	.00	(452.44)	.0
	TOTAL OPERATING EXPENDITURES	452.44	452.44	.00	(452.44)	.0
	TOTAL FUND EXPENDITURES	452.44	452.44	.00	(452.44)	.0
	NET REVENUE OVER EXPENDITURES	(452.44)	(452.44)	.00	452.44	.0

CITY OF HILDALE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

90 FUND HILDALE CITY FIBER DEP

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING REVENUES					
90-37-111	FIBER SALES	1,388.07	1,388.07	4,627.00	3,238.93	30.0
90-37-412	PENALTIES	60.08	60.08	51.00	(9.08)	117.8
	TOTAL OPERATING REVENUES	1,448.15	1,448.15	4,678.00	3,229.85	31.0
	TOTAL FUND REVENUE	1,448.15	1,448.15	4,678.00	3,229.85	31.0

CITY OF HILDALE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

90 FUND HILDALE CITY FIBER DEP

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATING EXPENDITURES					
90-41-260	TOOLS & EQUIPMENT-NON CAPITAL	293.51	293.51	.00	(293.51)	.0
90-41-273	MAINT & SUPPLY SYSTEM	452.44	452.44	.00	(452.44)	.0
90-41-319	CONTINGENCY	.00	.00	3,478.00	3,478.00	.0
90-41-580	RENT OR LEASE	.00	.00	1,200.00	1,200.00	.0
	TOTAL OPERATING EXPENDITURES	745.95	745.95	4,678.00	3,932.05	16.0
	TOTAL FUND EXPENDITURES	745.95	745.95	4,678.00	3,932.05	16.0
	NET REVENUE OVER EXPENDITURES	702.20	702.20	.00	(702.20)	.0

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
1155 ARIZONA STRIP LANDFILL CORP									
COLL 0924	1	Invoice	LANDFILL SERVICES	10/07/2024	11/06/2024	42,187.65	0	10/24	11-21312
Total 1155 ARIZONA STRIP LANDFILL CORP:						42,187.65			
1430 CASELLE, INC.									
135799	1	Invoice	90% UTILITIES - SPLIT DISTRIBUTION	10/01/2024	10/31/2024	1,275.30	0	10/24	65-41-318
135799	2	Invoice	CONTRACT FOR APRIL 24 - 10% ADMIN - SPLIT DISTRIBUTION	10/01/2024	10/31/2024	141.70	0	10/24	11-41-318
Total 1430 CASELLE, INC.:						1,417.00			
1481 CHEMTECH-FORD LABORATORIES, INC.									
24J1333	1	Invoice	Water Tests	10/21/2024	11/20/2024	57.00	0	10/24	81-41-314
Total 1481 CHEMTECH-FORD LABORATORIES, INC.:						57.00			
1580 COLORADO CITY FIRE DEPARTMENT									
2425004	1	Invoice	FIRE DEPT IGA	09/01/2024	09/16/2024	7,583.34	0	10/24	11-44-980
2425005	1	Invoice	FIRE DEPT IGA	10/01/2024	10/16/2024	7,583.34	0	10/24	11-44-980
2425012	1	Invoice	FIRE DEPT IGA	11/01/2024	11/16/2024	7,583.34	0	10/24	11-44-980
Total 1580 COLORADO CITY FIRE DEPARTMENT:						22,750.02			
1632 BLUE STAKES OF UTAH, INC.									
UT20242616	1	Invoice	BLUE STAKING	09/30/2024	10/30/2024	64.80	0	10/24	65-41-310
Total 1632 BLUE STAKES OF UTAH, INC.:						64.80			
2160 HILDALE CITY									
NAT 0924	1	Invoice	NATURAL GAS ENERGY AND USE TAX	10/07/2024	10/22/2024	394.62	0	10/24	84-21376
Total 2160 HILDALE CITY:						394.62			
2170 HILDALE CITY UTILITIES									
3180001-092	1	Invoice	SEWER TREATMENT PLANT/ LAB SHOP	10/07/2024	10/22/2024	325.06	0	10/24	65-41-280
6077001-092	1	Invoice	CITY HALL UTILITIES - 33% Admin - Split Distribution	10/07/2024	10/22/2024	86.54	0	10/24	11-41-280
6077001-092	2	Invoice	CITY HALL UTILITIES - 67% Utilities - Split Distribution	10/07/2024	10/22/2024	175.71	0	10/24	65-41-280
6217001-092	1	Invoice	MAXWELL PARK UTILITIES	10/07/2024	10/22/2024	398.00	0	10/24	11-48-280
6231904-092	1	Invoice	INNOVATION CENTER UTILITIES	10/07/2024	10/22/2024	213.15	0	10/24	41-41-790
6428701-092	1	Invoice	Propane Yard Lease	10/07/2024	10/22/2024	100.00	0	10/24	84-41-580
Total 2170 HILDALE CITY UTILITIES:						1,298.46			
2220 HOME DEPOT									
623671	1	Invoice	SEWER RAKE & SUPPLIES	09/13/2024	10/13/2024	82.09	0	10/24	82-41-260
Total 2220 HOME DEPOT:						82.09			
2671 LES OLSON COMPANY									
EA1467090	1	Invoice	MAINTENANCE CONTRACT - 75% UTILITIES	10/21/2024	11/20/2024	213.19	0	10/24	65-41-250
EA1467090	2	Invoice	MAINTENANCE CONTRACT - 25% ADMIN	10/21/2024	11/20/2024	71.07	0	10/24	11-41-241

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
Total 2671 LES OLSON COMPANY:						284.26			
3450 SCHOLZEN PRODUCTS COMPANY, INC.									
3049382-00	1	Invoice	CHLORINE TANK RENTAL	10/16/2024	11/15/2024	96.00	0	10/24	81-41-273
6857910-01	1	Invoice	Security Fence Well 17	10/11/2024	11/10/2024	2,867.98	0	10/24	81-42-750
6860950-00	1	Invoice	Security Fence Well 17	10/03/2024	11/02/2024	207.88	0	10/24	81-41-273
6861144-00	1	Invoice	PRESSURE REGULATOR FOR UTILITY OFFICE	10/03/2024	11/02/2024	248.37	0	10/24	81-41-273
6861364-00	1	Invoice	Pressure test guages	10/04/2024	11/03/2024	119.75	0	10/24	81-41-273
6864125-00	1	Invoice	Fence posts for well 10	10/17/2024	11/16/2024	588.59	0	10/24	81-41-273
6864790-00	1	Invoice	Fire thtead hose adaptors	10/21/2024	11/20/2024	107.40	0	10/24	81-41-273
6864804-00	1	Invoice	Water meter reducer addaptors	10/21/2024	11/20/2024	442.68	0	10/24	81-41-273
6865130-00	1	Invoice	Pipe for the water treatment plant	10/22/2024	11/21/2024	182.24	0	10/24	81-41-273
6865567-00	1	Invoice	WELL 10 FENCING	10/24/2024	11/23/2024	142.95	0	10/24	81-41-273
6833784-001	1	Invoice	SOCKET FUSION TOOLS	08/22/2024	10/31/2024	2,940.34	0	10/24	84-41-260
6866231-00	1	Invoice	SOCKETS	10/28/2024	11/27/2024	17.06	0	10/24	84-41-340
Total 3450 SCHOLZEN PRODUCTS COMPANY, INC.:						7,961.24			
3560 SOUTH CENTRAL COMMUNICATIONS									
16343900 10	1	Invoice	MAXWELL PARK INTERNET	10/01/2024	10/16/2024	208.02	0	10/24	11-48-287
8297800 102	1	Invoice	CITY HALL PHONES & FAX LINES - 33% ADMIN - Split Distribution	10/01/2024	10/16/2024	320.90	0	10/24	11-41-287
8297800 102	2	Invoice	CITY HALL PHONES & FAX LINES - 67% UTILITIES - Split Distribution	10/01/2024	10/16/2024	651.53	0	10/24	65-41-287
Total 3560 SOUTH CENTRAL COMMUNICATIONS:						1,180.45			
3571 SOUTHERN CROSS CORP.									
10003167	1	Invoice	FLAME PACK 400	09/25/2024	10/25/2024	812.27	0	10/24	84-41-250
Total 3571 SOUTHERN CROSS CORP.:						812.27			
3692 STEPHEN WADE AUTO CENTER									
5594101	1	Invoice	Door Utility Truck #3131	08/26/2024	10/31/2024	1,016.25	0	10/24	65-41-250
Total 3692 STEPHEN WADE AUTO CENTER:						1,016.25			
3930 TOWN OF COLORADO CITY									
10981	1	Invoice	DOJ - KEITH	10/01/2024	10/16/2024	1,895.85	0	10/24	63-41-310
10980	1	Invoice	GENERAL & pROFESSIONAL LIABILITY	10/01/2024	10/16/2024	3,306.90	0	10/24	84-41-510
10980	2	Invoice	RISK MANAGEMENT	10/01/2024	10/16/2024	635.95	0	10/24	65-41-510
10980	3	Invoice	TUITION REIMBURSEMENT	10/01/2024	10/16/2024	254.38	0	10/24	65-41-140
10980	4	Invoice	PROPANE LIABILITY	10/01/2024	10/16/2024	291.67	0	10/24	84-41-510
10987	1	Invoice	GAS - PUBLIC WORKS ADMIN	10/08/2024	10/23/2024	136.95	0	10/24	11-41-257
10987	2	Invoice	GAS - PUBLIC WORKS PARKS	10/08/2024	10/23/2024	265.18	0	10/24	11-48-257
10987	3	Invoice	GAS - PUBLIC WORKS - STREETS & ROADS	10/08/2024	10/23/2024	43.82	0	10/24	11-47-257
10987	4	Invoice	ADMIN FEE	10/08/2024	10/23/2024	13.77	0	10/24	11-41-257
10987	5	Invoice	PROPANE TRUCK FUEL	10/08/2024	10/23/2024	218.16	0	10/24	84-41-257
10987	6	Invoice	VAC TRUCK FUEL	10/08/2024	10/23/2024	100.41	0	10/24	82-41-257
10987	7	Invoice	FUEL - UTILITIES	10/08/2024	10/23/2024	1,208.98	0	10/24	65-41-257
10987	8	Invoice	ADMIN FEE - UTILITIES	10/08/2024	10/23/2024	43.73	0	10/24	65-41-257
PROST 0924	1	Invoice	AZ SALES TAX PROPANE	09/30/2024	10/15/2024	875.51	0	10/24	84-21371
WAT 0924	1	Invoice	AZ SALES TAX WATER	09/30/2024	10/15/2024	3,508.05	0	10/24	81-21371

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
10992	1	Invoice	DOJ COST SHARING - CARTER	10/17/2024	11/01/2024	755.88	0	10/24	63-41-310
10996	1	Invoice	JUF PAYROLL	10/21/2024	11/05/2024	25,390.20	0	10/24	65-41-110
10996	2	Invoice	GF PAYROLL	10/21/2024	11/05/2024	716.51	0	10/24	11-41-110
10996	3	Invoice	BLDG PAYROLL	10/21/2024	11/05/2024	791.78	0	10/24	11-45-110
10996	4	Invoice	PUBLIC WRKS PAYROLL	10/21/2024	11/05/2024	4,500.71	0	10/24	11-47-110
10996	5	Invoice	COURT PAYROLL	10/21/2024	11/05/2024	1,714.46	0	10/24	11-42-110
10996	6	Invoice	GF CITY MANAGER	10/21/2024	11/05/2024	2,945.38	0	10/24	11-41-113
10996	7	Invoice	GF CITY RECORDER	10/21/2024	11/05/2024	1,285.50	0	10/24	11-41-115
10996	8	Invoice	JUF CITY MANAGER	10/21/2024	11/05/2024	1,262.31	0	10/24	65-41-113
10996	9	Invoice	JUF CITY RECORDER	10/21/2024	11/05/2024	1,285.50	0	10/24	65-41-115
10996	10	Invoice	INNOVATION CENTER	10/21/2024	11/05/2024	2,884.62	0	10/24	41-41-790
10996	11	Invoice	JUF PAYROLL TAXES	10/21/2024	11/05/2024	2,092.76	0	10/24	65-41-130
10996	12	Invoice	JUF BENEFITS	10/21/2024	11/05/2024	7,929.61	0	10/24	65-41-140
10996	13	Invoice	GF PAYROLL TAXES	10/21/2024	11/05/2024	428.36	0	10/24	11-41-130
10996	14	Invoice	GF BENEFITS	10/21/2024	11/05/2024	1,451.90	0	10/24	11-41-140
10996	15	Invoice	PUBLIC WRKS PAYROLL TAXES	10/21/2024	11/05/2024	334.38	0	10/24	11-47-130
10996	16	Invoice	PUBLIC WRKS PAYROLL TAXES	10/21/2024	11/05/2024	1,722.00	0	10/24	11-47-140
10996	17	Invoice	COURT PAYROLL TAX & BENEFITS	10/21/2024	11/05/2024	798.20	0	10/24	11-42-130
10996	18	Invoice	INNOVATION CENTER TAX & BENEFITS	10/21/2024	11/05/2024	1,014.38	0	10/24	41-41-790
10996	19	Invoice	ADMIN FEE	10/21/2024	11/05/2024	292.75	0	10/24	11-41-242
10996	20	Invoice	ADMIN FEE	10/21/2024	11/05/2024	292.75	0	10/24	65-41-242
10989	1	Invoice	JUF PAYROLL 10.11.24	10/08/2024	10/23/2024	22,170.73	0	10/24	65-41-110
10989	2	Invoice	GF PAYROLL 10.11.24	10/08/2024	10/23/2024	774.04	0	10/24	11-41-110
10989	3	Invoice	BLDG PAYROLL	10/08/2024	10/23/2024	797.07	0	10/24	11-45-110
10989	4	Invoice	PUBLIC WRKS PAYROLL 10.11.24	10/08/2024	10/23/2024	4,351.56	0	10/24	11-47-110
10989	5	Invoice	COURT PAYROLL 10.11.2024	10/08/2024	10/23/2024	1,840.66	0	10/24	11-42-110
10989	6	Invoice	GF CITY MANAGER	10/08/2024	10/23/2024	2,945.38	0	10/24	11-41-113
10989	7	Invoice	GF CITY RECORDER	10/08/2024	10/23/2024	1,285.50	0	10/24	11-41-115
10989	8	Invoice	JUF CITY MANAGER	10/08/2024	10/23/2024	1,262.31	0	10/24	65-41-113
10989	9	Invoice	JUF CITY RECORDER	10/08/2024	10/23/2024	1,285.50	0	10/24	65-41-115
10989	10	Invoice	INNOVATION CENTER PAYROLL	10/08/2024	10/23/2024	2,884.62	0	10/24	41-41-790
10989	11	Invoice	JUF PAYROLL TAXES	10/08/2024	10/23/2024	1,846.47	0	10/24	65-41-130
10989	12	Invoice	JUF BENEFITS	10/08/2024	10/23/2024	3,078.99	0	10/24	65-41-140
10989	13	Invoice	GF PAYROLL TAXES	10/08/2024	10/23/2024	433.16	0	10/24	11-41-130
10989	14	Invoice	GF BENEFITS	10/08/2024	10/23/2024	607.69	0	10/24	11-41-140
10989	15	Invoice	PUBLIC WRKS PAYROLL TAXES	10/08/2024	10/23/2024	322.90	0	10/24	11-47-130
10989	16	Invoice	PUBLIC WRKS PAYROLL TAXES	10/08/2024	10/23/2024	676.05	0	10/24	11-47-140
10989	17	Invoice	COURT PAYROLL TAX & BENEFITS	10/08/2024	10/23/2024	325.73	0	10/24	11-42-130
10989	18	Invoice	INNOVATION CENTER TAX & BENEFITS	10/08/2024	10/23/2024	493.26	0	10/24	41-41-790
10989	19	Invoice	ADMIN FEE	10/08/2024	10/23/2024	237.77	0	10/24	11-41-242
10989	20	Invoice	ADMIN FEE	10/08/2024	10/23/2024	237.76	0	10/24	65-41-242
10993	1	Invoice	WATER SAMPLE DELIVERY TO SLC	10/18/2024	11/02/2024	169.95	0	10/24	81-41-230
11015	1	Invoice	GENERAL & PROFESSIONAL LIABILITY & AUTO INSURANCE	11/01/2024	11/16/2024	3,306.90	0	10/24	84-41-510
11015	2	Invoice	RISK MANAGEMENT FUND	11/01/2024	11/16/2024	635.95	0	10/24	65-41-510
11015	3	Invoice	TUITION REIMBURSEMENT FUND	11/01/2024	11/16/2024	254.38	0	10/24	65-41-140
11015	4	Invoice	PROPANE LIABILITY	11/01/2024	11/16/2024	291.67	0	10/24	84-41-510
Total 3930 TOWN OF COLORADO CITY:						125,205.25			

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
4055 UNIFIRST CORPORATION									
2310036895	1	Invoice	Uniforms - Laundry	09/30/2024	10/30/2024	145.06	0	10/24	65-41-260
2310037383	1	Invoice	Uniforms - Laundry	10/07/2024	11/06/2024	145.06	0	10/24	65-41-260
2310037894	1	Invoice	Uniforms - Laundry	10/14/2024	11/13/2024	145.06	0	10/24	65-41-260
2310038476	1	Invoice	Uniforms - Laundry	10/21/2024	11/20/2024	145.06	0	10/24	65-41-260
2310038974	1	Invoice	Uniforms - Laundry	10/28/2024	11/27/2024	145.06	0	10/24	65-41-260
Total 4055 UNIFIRST CORPORATION:						725.30			
4202 ROCKY MOUNTAIN POWER									
68511976-00	1	Invoice	MONTHLY POWER	10/02/2024	11/01/2024	10.94	0	10/24	84-41-285
Total 4202 ROCKY MOUNTAIN POWER:						10.94			
4220 UTAH STATE TREASURER									
TC-55 0924	1	Invoice	SURCHARGES	09/30/2024	10/30/2024	1,115.30	0	10/24	11-42-550
Total 4220 UTAH STATE TREASURER:						1,115.30			
4221 UTAH STATE TAX COMMISSION									
STC 0924	1	Invoice	SALES AND USE TAX	10/09/2024	11/08/2024	307.20	0	10/24	84-21375
Total 4221 UTAH STATE TAX COMMISSION:						307.20			
4470 ZION'S BANK									
0924 AC	1	Invoice	SAFELITE AUTOGLASS - WINDSHIELD REPLACEMENT FOR TRUCK # 3151	09/30/2024	10/30/2024	466.45	0	10/24	65-41-250
0924 ANG	1	Invoice	AMAZON - BATTERIES	09/30/2024	10/30/2024	19.50	0	10/24	11-48-272
0924 ANG	2	Invoice	AMAZON - BATTERIES	09/30/2024	10/30/2024	19.49	0	10/24	11-41-271
0924 ANG	3	Invoice	AMAZON - BATTERIES	09/30/2024	10/30/2024	11.99	0	10/24	11-48-272
0924 ANG	4	Invoice	AMAZON - BATTERIES	09/30/2024	10/30/2024	11.99	0	10/24	11-41-271
0924 ANG	5	Invoice	UPS - HEATH CONSULTANTS - NAT. GAS ODORATOR SHIPPED FOR REPAIRS	09/30/2024	10/30/2024	8.50	0	10/24	84-41-273
0924 ANG	6	Invoice	UPS - SOUTHERN CROSS - FLAME IONIZER SHIPPED FOR REPAIRS	09/30/2024	10/30/2024	13.90	0	10/24	84-41-273
0924 ANG	7	Invoice	UPS - HEATH CONSULTANTS - NAT. GAS ODORATOR SHIPPED FOR REPAIRS	09/30/2024	10/30/2024	47.23	0	10/24	84-41-273
0924 ANG	8	Invoice	UPS - SOUTHERN CROSS - FLAME IONIZER SHIPPED FOR REPAIRS	09/30/2024	10/30/2024	76.28	0	10/24	84-41-273
0924 ANG	9	Invoice	UPS - SOUTHERN CROSS - SHIPPING FEE	09/30/2024	10/30/2024	2.97	0	10/24	84-41-273
0924 ANG	10	Invoice	AMAZON - CONTROL BOARD FOR ICE MACHINE	09/30/2024	10/30/2024	501.03	0	10/24	65-41-250
0924 ANG	11	Invoice	AMAZON - BRASS TAGS FOR GAS VALVES	09/30/2024	10/30/2024	31.00	0	10/24	84-41-273
0924 ANG	12	Invoice	AMAZON - UTILITY OFFICE SUPPLIES	09/30/2024	10/30/2024	76.90	0	10/24	65-41-271
0924 ANG	13	Invoice	AMAZON - UTILITIES TOOLS AND SUPPLIES	09/30/2024	10/30/2024	14.76	0	10/24	65-41-271
0924 ANG	14	Invoice	AMAZON - UTILITIES TOOLS AND SUPPLIES	09/30/2024	10/30/2024	69.95	0	10/24	84-41-273
0924 ANG	15	Invoice	AMAZON - GRINDER FOR GAS DEPARTMENT	09/30/2024	10/30/2024	329.00	0	10/24	84-41-260
0924 ANG	16	Invoice	AMAZON - TOOL RETURNED	09/30/2024	10/30/2024	19.98-	0	10/24	84-41-273
0924 BB	1	Invoice	BASIC AMERICAN SUPPLY - INNOVATION CENTER PAINT & SUPPLIES	09/30/2024	10/30/2024	738.60	0	10/24	41-41-790
0924 BB	2	Invoice	BASIC AMERICAN SUPPLY - INNOVATION CENTER PAINT SUPPLIES	09/30/2024	10/30/2024	57.91	0	10/24	41-41-790
0924 BB	3	Invoice	BEES MARKETPLACE -						

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
			FOOD FOR BUSINESS STARTUP MEETING	09/30/2024	10/30/2024	740.89	0	10/24	41-41-790
0924 BB	4	Invoice	UZONA CHAMBER OF COMMERCE	09/30/2024	10/30/2024	15.00	0	10/24	41-41-790
0924 BB	5	Invoice	BASIC AMERICAN SUPPLY - INNOVATION CENTER PAINT & SUPPLIES	09/30/2024	10/30/2024	1,135.60	0	10/24	41-41-790
0924 BB	6	Invoice	BASIC AMERICAN SUPPLY - INNOVATION CENTER REPAIRS	09/30/2024	10/30/2024	14.11	0	10/24	41-41-790
0924 DJ	1	Invoice	PILOT - ULCT CONF. TRAVEL	09/30/2024	10/30/2024	40.94	0	10/24	11-41-230
0924 DJ	2	Invoice	MCDONALDS - ULCT CONF. MEALS	09/30/2024	10/30/2024	13.51	0	10/24	11-41-230
0924 DJ	3	Invoice	THE IVEY - ULCT CONF. MEALS	09/30/2024	10/30/2024	64.20	0	10/24	11-41-230
0924 DJ	4	Invoice	ERNIES TRUCK STOP	09/30/2024	10/30/2024	48.92	0	10/24	11-41-230
0924 DJ	5	Invoice	ERNIES TRUCK STOP	09/30/2024	10/30/2024	79.06	0	10/24	11-41-230
0924 ED	1	Invoice	THE KIMBALL CONDOS - LODGING FOR TRAININGS IN SLC	09/30/2024	10/30/2024	160.52	0	10/24	11-41-230
0924 ED	2	Invoice	MAVERIK - TRAVEL TO TRAININGS IN SLC	09/30/2024	10/30/2024	62.09	0	10/24	11-41-257
0924 ED	3	Invoice	SIZZLER - MEALS WHILE IN SLC @ ULCT CONFRENCE	09/30/2024	10/30/2024	38.49	0	10/24	11-41-230
0924 ED	4	Invoice	WENDY'S - MEALS WHILE IN SLC @ ULCT CONFRENCE	09/30/2024	10/30/2024	26.48	0	10/24	11-41-230
0924 ED	5	Invoice	CEDAR BAND TRAVEL PLAZA - FUEL FOR ULCT CONFRENCE TRAVEL	09/30/2024	10/30/2024	48.67	0	10/24	11-41-230
0924 ED	6	Invoice	CARSON KITCHEN - MEAL WHILE IN SLC @ ULCT CONFRENCE	09/30/2024	10/30/2024	250.00	0	10/24	11-41-230
0924 ED	7	Invoice	RODRIZO GRILL - ULCT CONF. MEALS	09/30/2024	10/30/2024	150.00	0	10/24	11-41-230
0924 ED	8	Invoice	APPLE.COM SUBSCRIPTION	09/30/2024	10/30/2024	.99	0	10/24	11-41-316
0924 ED	9	Invoice	AC DOWNTOWN SLC - TRAVEL TO ULCT CONFRENCE	09/30/2024	10/30/2024	482.97	0	10/24	11-41-230
0924 ED	10	Invoice	JOE VERAS MEXICAN FIESTA - URLA MTG	09/30/2024	10/30/2024	47.33	0	10/24	11-41-230
0924 ED	11	Invoice	MAVERIK - URLA FINAL MTG TRAVEL	09/30/2024	10/30/2024	64.08	0	10/24	11-41-257
0924 ED	12	Invoice	MAVERIK - URLA MTG TRAVEL	09/30/2024	10/30/2024	58.61	0	10/24	11-41-257
0924 ED	13	Invoice	PROVO MARRIOTT - URLA MTG LODGING	09/30/2024	10/30/2024	142.04	0	10/24	11-41-230
0924 ED	14	Invoice	BURGER KING - URLA MTG MEAL	09/30/2024	10/30/2024	19.92	0	10/24	11-41-230
0924 ED	15	Invoice	UZONA CHAMBER OF COMMERCE	09/30/2024	10/30/2024	20.00	0	10/24	11-49-230
0924 ED	16	Invoice	ADOBE SUBSCRIPTION	09/30/2024	10/30/2024	21.28	0	10/24	11-41-210
0924 JB	1	Invoice	MAVERIK - APWA CONFRENCE TRAVEL	09/30/2024	10/30/2024	36.54	0	10/24	11-47-230
0924 JB	2	Invoice	APWA.NET - AMERICAN PUBLIC WORKS ASSOCIATION CONFRENCE	09/30/2024	10/30/2024	240.00	0	10/24	11-47-230
0924 JB	3	Invoice	OLIVE GARDEN - APWA CONF. TRAVEL TO SLC	09/30/2024	10/30/2024	32.84	0	10/24	11-47-230
0924 JB	4	Invoice	HYATT HOUSE - APWA TRAVEL TO SLC	09/30/2024	10/30/2024	391.46	0	10/24	11-47-230
0924 LB	1	Invoice	QUICK QUACK - CAR WASH	09/30/2024	10/30/2024	22.99	0	10/24	11-41-311
0924 LB	2	Invoice	MAVERIK - ULCT CONF. TRAVEL	09/30/2024	10/30/2024	49.03	0	10/24	11-41-311
0924 LB	3	Invoice	AC DOWNTOWN SLC - ULCT CONF	09/30/2024	10/30/2024	377.98	0	10/24	11-41-311
0924 LB	4	Invoice	POWERHOUSE EVENTS - ONE UTAH SUMMIT	09/30/2024	10/30/2024	370.27	0	10/24	11-41-311
0924 LT	1	Invoice	USPS - COURT	09/30/2024	10/30/2024	2.31	0	10/24	11-42-620
0924 LT	2	Invoice	BASIC AMERICAN SUPPLY - INNOVATION CENTER	09/30/2024	10/30/2024	487.98	0	10/24	41-41-790
0924 LT	3	Invoice	TEXAS ROADHOUSE - COURT TRAINING	09/30/2024	10/30/2024	47.25	0	10/24	11-42-310

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
0924 LT	4	Invoice	CHEF ALFRADOS	09/30/2024	10/30/2024	117.62	0	10/24	11-41-230
0924 LT	5	Invoice	CHICK-FIL-A	09/30/2024	10/30/2024	16.45	0	10/24	11-41-230
0924 LT	6	Invoice	STARBUCKS	09/30/2024	10/30/2024	11.45	0	10/24	11-41-230
0924 LT	7	Invoice	WYNDHAM - COURT & BUSINESS LICENSE TRAINING LODGING	09/30/2024	10/30/2024	534.64	0	10/24	11-42-310
0924 LT	8	Invoice	BEES MARKETPLACE - SNACKS FOR COUNCIL CHAMBERS	09/30/2024	10/30/2024	45.65	0	10/24	11-41-310
0924 LT	9	Invoice	DIXIE SPIN - LAUNDRY FOR APARTMENT	09/30/2024	10/30/2024	13.25	0	10/24	65-41-310
0924 LT	10	Invoice	DIXIE SPIN - APARTMENT LAUNDRY	09/30/2024	10/30/2024	8.25	0	10/24	65-41-310
0924 NB	1	Invoice	PREFERRED PARTS - PARKS EQUIPMENT MAINTENANCE	09/30/2024	10/30/2024	38.17	0	10/24	11-48-250
0924 NB	2	Invoice	WESTWING AVIATION - FUEL	09/30/2024	10/30/2024	44.45	0	10/24	11-48-257
0924 NB	3	Invoice	STEVE REGAN - TURF FERTILIZER	09/30/2024	10/30/2024	582.00	0	10/24	11-48-273
0924 NF	1	Invoice	AMERICAN WATER COLLEGE - J. MOODY	09/30/2024	10/30/2024	229.99	0	10/24	81-41-330
0924 NF	2	Invoice	AMERICAN WATER COLLEGE - N. FISCHER	09/30/2024	10/30/2024	349.99	0	10/24	82-41-330
0924 NF	3	Invoice	FIBER INSTRUMENT SALES	09/30/2024	10/30/2024	452.44	0	10/24	90-41-273
0924 NF	4	Invoice	TRACTOR SUPPLY - MEDICINE FOR GOATS	09/30/2024	10/30/2024	109.35	0	10/24	82-41-273
0924 NF	5	Invoice	PSI SERVICES - SEWER TESTING	09/30/2024	10/30/2024	106.00	0	10/24	82-41-330
0924 NF	6	Invoice	FSP WEAU - ONSITE TRAINING FOR NATHAN, MITCH & ALVEY	09/30/2024	10/30/2024	270.00	0	10/24	82-41-330
0924 NF	7	Invoice	GOLDSTONE LLC - HAY FOR GOATS	09/30/2024	10/30/2024	650.00	0	10/24	82-41-273
0924 NF	8	Invoice	DEQ STORM WATER - SEWER EDUCATION	09/30/2024	10/30/2024	50.00	0	10/24	82-41-330
0924 NF	9	Invoice	TRACTOR SUPPLY -	09/30/2024	10/30/2024	16.84	0	10/24	82-41-273
0924 NF	10	Invoice	COSTCO - REFRESHMENTS FOR UTILITY OFFICE	09/30/2024	10/30/2024	167.93	0	10/24	65-41-235
0924 NF	11	Invoice	HOTEL.COM - GAS MEETING IN SLC	09/30/2024	10/30/2024	94.38	0	10/24	84-41-230
0924 NF	12	Invoice	OCTOBER 2024 LAS VEGAS - COMPUTE TRAINING FOR DAN FISCHER	09/30/2024	10/30/2024	956.63	0	10/24	65-41-330
0924 NF	13	Invoice	COSTCO	09/30/2024	10/30/2024	129.99	0	10/24	65-41-235
0924 OS	1	Invoice	BROTHERS BISTRO - LUNCH FOR LORI & STAFF	09/30/2024	10/30/2024	26.36	0	10/24	11-41-312
0924 OS	2	Invoice	DOLLAR GENERAL - TABLE CLOTHS FOR MAXWELL PARK MTG/LUNCHEON	09/30/2024	10/30/2024	6.52	0	10/24	11-48-730
0924 OS	3	Invoice	BASIC AMERICAN SUPPLY - ICE CHEST FOR LUNCHEONS	09/30/2024	10/30/2024	18.71	0	10/24	11-48-730
0924 OS	4	Invoice	THE BUGNAPPERS - CITY HALL PEST CONTROL	09/30/2024	10/30/2024	72.50	0	10/24	65-41-271
0924 OS	5	Invoice	THE BUGNAPPERS - CITY HALL PEST CONTROL	09/30/2024	10/30/2024	72.50	0	10/24	11-41-271
0924 OS	6	Invoice	THE BUGNAPPERS - INNOVATION CENTER PEST CONTROL	09/30/2024	10/30/2024	135.00	0	10/24	41-41-790
0924 OS	7	Invoice	THE BUGNAPPERS - MAXWELL PARK PEST CONTROL	09/30/2024	10/30/2024	99.00	0	10/24	11-48-271
0924 OS	8	Invoice	BASIC AMERICAN SUPPLY - TOOL SETS	09/30/2024	10/30/2024	255.20	0	10/24	11-41-260
0924 OS	9	Invoice	BASIC AMERICAN SUPPLY - TOOL SET	09/30/2024	10/30/2024	255.20	0	10/24	65-41-260
0924 SB	1	Invoice	THE BORDER STORE - FUEL	09/30/2024	10/30/2024	61.65	0	10/24	11-41-257
0924 SB	2	Invoice	PRICELINE BEST WESTERN - REFUND	09/30/2024	10/30/2024	648.20-	0	10/24	11-41-230
0924 SB	3	Invoice	DELL BUSINESS ONLINE - UTILITIES DEPT. LAPTOP	09/30/2024	10/30/2024	2,331.25	0	10/24	65-41-319
0924 SB	4	Invoice	TAGG'N'GO - CARWASH	09/30/2024	10/30/2024	15.00	0	10/24	11-41-257
0924 SB	5	Invoice	PANDA EXPRESS	09/30/2024	10/30/2024	15.19	0	10/24	11-41-230

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
0924 SB	6	Invoice	MAVERIK	09/30/2024	10/30/2024	23.84	0	10/24	11-41-230
0924 SB	7	Invoice	AMAZON - INTERNET CABLES	09/30/2024	10/30/2024	38.62	0	10/24	11-41-272
0924 SB	8	Invoice	ITTO SUSHI - SLC	09/30/2024	10/30/2024	46.00	0	10/24	11-41-230
0924 SB	9	Invoice	TIN ROOF GRILL	09/30/2024	10/30/2024	25.33	0	10/24	11-41-230
0924 SB	10	Invoice	AC DOWNTOWN SLC	09/30/2024	10/30/2024	557.97	0	10/24	11-41-230
0924 SB	11	Invoice	FLYING J	09/30/2024	10/30/2024	40.00	0	10/24	11-41-230
0924 SB	12	Invoice	PRICELINE WINGATE	09/30/2024	10/30/2024	722.50	0	10/24	11-41-230
0924 SB	13	Invoice	PRICELINE WINGATE - REFUND	09/30/2024	10/30/2024	515.16-	0	10/24	11-41-230
0924 SB	14	Invoice	BROTHERS BISTRO	09/30/2024	10/30/2024	11.65	0	10/24	11-41-310
0924 SB	15	Invoice	UT MUNICIPAL CLERKS	09/30/2024	10/30/2024	125.00	0	10/24	11-41-310
0924 SB	16	Invoice	DELL - LAPTOP SUPPLIES	09/30/2024	10/30/2024	1,858.95	0	10/24	11-41-230
0924 SB	17	Invoice	REDBRICK PIZZA - STAFF LUNCH WITH LORI	09/30/2024	10/30/2024	42.91	0	10/24	11-41-235
0924 SB	18	Invoice	BROTHERS BISTRO	09/30/2024	10/30/2024	43.48	0	10/24	11-41-235
0924 SB	19	Invoice	BROTHERS BISTRO	09/30/2024	10/30/2024	8.69	0	10/24	11-41-235
0924 SB	20	Invoice	BEES MARKETPLACE - MEALS FOR LORI	09/30/2024	10/30/2024	72.20	0	10/24	11-41-310
0924 SB	21	Invoice	DELL BUSINESS ONLINE - COMPUTER ACCESSORIES	09/30/2024	10/30/2024	153.38	0	10/24	11-41-230
0924 SB	22	Invoice	DELL BUSINESS ONLINE - COMPUTER ACCESSORIES	09/30/2024	10/30/2024	158.96	0	10/24	11-41-230
0924 SB	23	Invoice	MAVERIK - TRAVEL TO TRAININGS	09/30/2024	10/30/2024	27.29	0	10/24	11-41-230
0924 SB	24	Invoice	LONGHORN STEAKHOUSE - MEALS WHILE TRAVELING FOR TRAINING	09/30/2024	10/30/2024	129.52	0	10/24	11-41-230
0924 SB	25	Invoice	BURGER KING - MEAL WHILE TRAVELING FOR TRAINING	09/30/2024	10/30/2024	10.23	0	10/24	11-41-230
0924 SB	26	Invoice	SAKURA - MEAL WHILE TRAVELING TO TRAINING	09/30/2024	10/30/2024	84.28	0	10/24	11-41-230
0924 SB	27	Invoice	COSTCO - SNACKS FOR COUNCIL CHAMBER	09/30/2024	10/30/2024	86.03	0	10/24	11-41-240
0924 SB	28	Invoice	AMAZON - COMPUTER ACCESSORIES AND CABLES	09/30/2024	10/30/2024	172.30	0	10/24	11-41-741
0924 SB	29	Invoice	LINS MARKETPLACE - OFFICE REFRESHMENTS	09/30/2024	10/30/2024	20.95	0	10/24	11-41-235
0924 SB	30	Invoice	TAGG'N'GO - CAR WASH	09/30/2024	10/30/2024	15.00	0	10/24	65-41-743
0924 SB	31	Invoice	FARMSTEAD - MEAL WHILE TRAVELING FOR TRAINING	09/30/2024	10/30/2024	64.38	0	10/24	11-41-230
0924 SB	32	Invoice	BEES MARKETPLACE - STAFF APPRECIATION	09/30/2024	10/30/2024	69.22	0	10/24	11-49-410
0924 SB	33	Invoice	SMITHS - COMMUNITY/CITIZEN APPRECIATION	09/30/2024	10/30/2024	74.69	0	10/24	11-49-410
0924 SB	34	Invoice	MICROSOFT STORE - UPGRADE TO WINDOWS 10/11 PRO	09/30/2024	10/30/2024	105.38	0	10/24	65-41-318
0924 SB	35	Invoice	MO'BETTAHS	09/30/2024	10/30/2024	45.74	0	10/24	11-49-250
0924 SB	36	Invoice	TAGG'N'GO - CAR WASH	09/30/2024	10/30/2024	15.00	0	10/24	65-41-743
0924 SB	37	Invoice	MAVERIK - FUEL FOR TRAVEL TO TRAINING	09/30/2024	10/30/2024	20.36	0	10/24	11-41-230
0924 SB	38	Invoice	PANDA EXPRESS - MEAL FOR TRAVEL TO TRAINING	09/30/2024	10/30/2024	29.95	0	10/24	11-41-230
0924 SB	39	Invoice	CHEVRON - FUEL FOR TRAVEL TO TRAINING	09/30/2024	10/30/2024	53.16	0	10/24	11-41-230
0924 SB	40	Invoice	WINGERS - MEAL WHILE TRAVELING FOR TRAINING	09/30/2024	10/30/2024	64.95	0	10/24	11-41-230
0924 SB	41	Invoice	UT MUNICIPIAL CLERKS - TRAINING	09/30/2024	10/30/2024	350.00	0	10/24	11-41-310
0924 SB	42	Invoice	PRICELINE SURESTAY PLUS - LODGING FOR TRAINING REIMBURSEMENT	09/30/2024	10/30/2024	214.90-	0	10/24	11-41-230
0924 SB	43	Invoice	UPTOWN STEAKHOUSE - MEAL WHILE TRAVELING FOR TRAINING	09/30/2024	10/30/2024	67.71	0	10/24	11-41-230
0924 SB	44	Invoice	PINNACLE BREWING - FUEL FOR TRAVEL FOR TRAINING	09/30/2024	10/30/2024	95.48	0	10/24	11-41-230
0924 SB	45	Invoice	TACO TIME - MEAL WHILE TRAVELING FOR TRAINING	09/30/2024	10/30/2024	26.57	0	10/24	11-41-230

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
0924 US	1	Invoice	CHEVRON - FUEL WHILE OUR TANKS WERE BEING UPGRADED	09/30/2024	10/30/2024	84.24	0	10/24	65-41-257
0924 US	2	Invoice	THE BORDER STORE - FUEL WHILE OUR TANKS WERE BEING UPGRADED	09/30/2024	10/30/2024	119.25	0	10/24	65-41-257
0924 US	3	Invoice	UT STATE FIRE MARSHAL - EXAM FOR N. LEROY FISCHER	09/30/2024	10/30/2024	70.00	0	10/24	84-41-330
0924 US	4	Invoice	UT STATE FIRE MARSHALL - EXAM FOR UTILITY STAFF	09/30/2024	10/30/2024	30.00	0	10/24	84-41-330
0924 US	5	Invoice	UT STATE FIRE MARSHALL - UTILITY STAFF EXAM	09/30/2024	10/30/2024	70.00	0	10/24	84-41-330
0924 US	6	Invoice	TRAVEL URO - LODGING FOR TRAINING IN PHOENIX	09/30/2024	10/30/2024	330.72	0	10/24	84-41-330
0924 US	7	Invoice	J & L HYDROLICS - RESEAL BIG CYLINDER	09/30/2024	10/30/2024	125.00	0	10/24	65-41-250
0924 US	8	Invoice	MFCP - PARTS FOR VAC TRUCK	09/30/2024	10/30/2024	19.23	0	10/24	82-41-274
Total 4470 ZION'S BANK:						21,669.22			
4561 UTAH STATE DIVISION OF FINANCE									
B1601 - 2024	1	Invoice	LOAN NO. B1601 - PRINCIPAL	09/30/2024	10/30/2024	77,000.00	0	10/24	31-44-723
B1601 - 2024	2	Invoice	LOAN NO. B1601 - INTEREST	09/30/2024	10/30/2024	2,371.67	0	10/24	31-44-724
B1813 - 2024	1	Invoice	LOAN NO. B1813 - PRINCIPAL	09/30/2024	10/30/2024	20,000.00	0	10/24	31-44-723
B1813 - 2024	2	Invoice	LOAN NO. B1813 - INTEREST	09/30/2024	10/30/2024	8,925.01	0	10/24	31-44-724
Total 4561 UTAH STATE DIVISION OF FINANCE:						108,296.68			
4605 SUMMIT ENERGY, LLC									
0924HILD	1	Invoice	NATURAL GAS COMMODITY	10/03/2024	11/02/2024	3,105.94	0	10/24	84-41-431
Total 4605 SUMMIT ENERGY, LLC:						3,105.94			
4613 NEWBY BUICK									
5041378	1	Invoice	Utility Truck #3131 Door Parts	09/12/2024	10/12/2024	78.84	0	10/24	65-41-250
Total 4613 NEWBY BUICK:						78.84			
4620 VERIZON WIRELESS									
9973891299	1	Invoice	WIRELESS SERVICE	10/06/2024	11/05/2024	115.20	0	10/24	11-41-287
9973891299	2	Invoice	WIRELESS SERVICE	10/06/2024	11/05/2024	86.91	0	10/24	65-41-287
Total 4620 VERIZON WIRELESS:						202.11			
4675 GENEVA PIPE COMPANY									
SG435844	1	Invoice	MANHOLE CAST RING COVER	08/12/2024	10/31/2024	315.93	0	10/24	82-41-273
Total 4675 GENEVA PIPE COMPANY:						315.93			
4691 PRESTON'S OFFICE PLUS									
12729	3	Adjustmen	PAPER SHREDDING 50% ADMIN	04/01/2022	04/30/2022	75.00-	0	10/24	11-41-240
12729	4	Adjustmen	PAPER SHREDDING 50% UTILITIES	04/01/2022	04/30/2022	75.00-	0	10/24	65-41-271
Total 4691 PRESTON'S OFFICE PLUS:						150.00-			
4694 PREFERRED PARTS									
15048-17387	1	Invoice	hydro oil for bucket truck	09/30/2024	10/31/2024	131.37	0	10/24	65-41-250
15048-17401	1	Invoice	Alternator for Bucket truck	10/01/2024	10/31/2024	243.62	0	10/24	65-41-250
15048-17451	1	Invoice	Filters for the crane	10/08/2024	10/31/2024	57.05	0	10/24	65-41-250

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
15048-17515	1	Invoice	LIGHT BULBS FOR TRUCKS	10/15/2024	10/31/2024	12.70	0	10/24	65-41-250
15048-17516	1	Invoice	OIL FOR AIR COMPRESSOR	10/15/2024	10/31/2024	50.45	0	10/24	82-41-273
15048-17537	1	Invoice	Brake Pads for Truck# 3115	10/17/2024	10/31/2024	47.97	0	10/24	65-41-250
15048-17583	1	Invoice	PARTS FOR TRUCK DOOR HANDLE	10/23/2024	10/31/2024	9.14	0	10/24	65-41-250
15048-17589	1	Invoice	DOOR HANDLE FOR TRUCK# 3131	10/23/2024	10/31/2024	84.57	0	10/24	65-41-250
15048-17621	1	Invoice	SERVICE FOR DODGE DURANGO	10/28/2024	10/31/2024	59.81	0	10/24	65-41-250
15048-17631	1	Invoice	Windshield Wipers for truck # 3131	10/29/2024	10/31/2024	50.14	0	10/24	65-41-250
Total 4694 PREFERRED PARTS:						746.82			
4750 DJB GAS SERVICES, INC.									
0001539794	1	Invoice	CYLINDER RENTAL	09/30/2024	10/30/2024	29.14	0	10/24	65-41-250
Total 4750 DJB GAS SERVICES, INC.:						29.14			
4771 FORESTRY SUPPLIERS INC.									
611247-00	1	Invoice	FIRE DEPARTMENT SUPPLIES - FD ASSISTANCE GRANT	10/10/2024	10/31/2024	7,930.65	0	10/24	11-44-811
Total 4771 FORESTRY SUPPLIERS INC.:						7,930.65			
5057 GARKANE ENERGY									
1684200 102	1	Invoice	MAXWELL PARK POWER	10/16/2024	10/31/2024	89.43	0	10/24	11-48-285
1709902 102	1	Invoice	POWER PLANT WELL	10/16/2024	10/31/2024	3,700.53	0	10/24	81-41-285
1711203 102	1	Invoice	INNOVATION CENTER	10/16/2024	10/31/2024	256.48	0	10/24	41-41-790
1717500 102	1	Invoice	CENTENNIAL PARK LIFT STATION	10/23/2024	10/31/2024	1,039.38	0	10/24	82-41-285
1734500 102	1	Invoice	EAST WATER TANKS	10/23/2024	10/31/2024	72.68	0	10/24	81-41-285
1763000 102	1	Invoice	SPRINKLER PUMP STATION	10/16/2024	10/31/2024	1,102.41	0	10/24	82-41-285
1763900 102	1	Invoice	SEWER HEADWORKS	10/16/2024	10/31/2024	3,184.82	0	10/24	82-41-285
1768100 102	1	Invoice	Well #8	10/23/2024	10/31/2024	467.61	0	10/24	81-41-285
1772300 102	1	Invoice	Well #10	10/23/2024	10/31/2024	504.33	0	10/24	81-41-285
1772400 102	1	Invoice	Well #4	10/23/2024	10/31/2024	886.17	0	10/24	81-41-285
1772500 102	1	Invoice	CITY HALL POWER 67%	10/16/2024	10/31/2024	336.86	0	10/24	65-41-285
1772500 102	2	Invoice	CITY HALL POWER 33%	10/16/2024	10/31/2024	165.92	0	10/24	11-41-285
1775500 102	1	Invoice	WATER PLANT POWER	10/23/2024	10/31/2024	4,964.70	0	10/24	81-41-285
1780600 102	1	Invoice	Well #19	10/23/2024	10/31/2024	2,296.53	0	10/24	81-41-285
1781000 102	1	Invoice	Well #17	10/23/2024	10/31/2024	56.99	0	10/24	81-41-285
1782300 102	1	Invoice	LAB SHOP POWER	10/16/2024	10/31/2024	594.68	0	10/24	65-41-285
1782501 102	1	Invoice	Well #22	10/16/2024	10/31/2024	3,740.40	0	10/24	81-41-285
1787300 102	1	Invoice	PROPANE YARD	10/16/2024	10/31/2024	84.02	0	10/24	84-41-285
1790000 102	1	Invoice	STREET LIGHTS	10/16/2024	10/31/2024	488.60	0	10/24	11-47-286
1793900 102	1	Invoice	MILLION GALLON TANK	10/16/2024	10/31/2024	57.61	0	10/24	81-41-285
1945500 102	1	Invoice	ACADEMY AVE WELL	10/23/2024	10/31/2024	517.32	0	10/24	81-41-285
2026700 102	1	Invoice	Well #21	10/23/2024	10/31/2024	2,833.09	0	10/24	81-41-285
Total 5057 GARKANE ENERGY:						27,440.56			
5172 KENWORTH SALES									
006P21779	1	Invoice	brakes for volvo dump truck	10/10/2024	10/31/2024	166.41	0	10/24	65-41-250
006P21965	1	Invoice	Differential for dump truck	10/21/2024	10/31/2024	3,922.23	0	10/24	65-41-250
Total 5172 KENWORTH SALES:						4,088.64			
5288 TOWN OF COLORADO CITY DISPATCH									
11012	1	Invoice	TOCC DISPATCH IGA	11/01/2024	11/30/2024	10,979.00	0	10/24	11-46-980

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
Total 5288 TOWN OF COLORADO CITY DISPATCH:						10,979.00			
5290 TOWN OF COLORADO CITY POLICE									
11013	1	Invoice	POLICE SERVICE IGA	11/01/2024	11/30/2024	37,577.83	0	10/24	11-43-980
Total 5290 TOWN OF COLORADO CITY POLICE:						37,577.83			
5336 WCF									
8011577	1	Invoice	WORKERS COMP. INSUR. - 20% GEN. FUND	10/01/2024	10/31/2024	113.58	0	10/24	11-41-510
8011577	2	Invoice	WORKERS COMP. INSUR. - 80% JUF	10/01/2024	10/31/2024	454.32	0	10/24	65-41-510
0722	2	Adjustmen	WORK COMP INSURANCE	07/01/2022	07/31/2022	511.20-	0	10/24	11-41-510
Total 5336 WCF:						56.70			
5401 SHRED ST GEORGE									
5334710212	1	Invoice	65 GAL BULK SHRED - PAPER SHREDDING - 50% ADMIN	10/21/2024	10/31/2024	68.69	0	10/24	11-41-240
5334710212	2	Invoice	65 GAL BULK SHRED - PAPER SHREDDING - 50% UTILITIES	10/21/2024	10/31/2024	68.69	0	10/24	65-41-271
Total 5401 SHRED ST GEORGE:						137.38			
5406 ALLEGION ACCESS TECHNOLOGIES									
907230140	1	Invoice	INSPECTION ONLY	09/30/2024	10/31/2024	252.50	0	10/24	11-41-271
Total 5406 ALLEGION ACCESS TECHNOLOGIES:						252.50			
5471 PINNACLE GAS PRODUCTS									
171627	1	Invoice	gas regulator	10/01/2024	10/31/2024	167.44	0	10/24	84-41-341
171627	2	Invoice	gas regulator and fittings	10/01/2024	10/31/2024	29.47	0	10/24	84-41-341
172193	1	Invoice	parts for customer istalation	10/16/2024	10/31/2024	224.80	0	10/24	84-41-341
Total 5471 PINNACLE GAS PRODUCTS:						421.71			
5518 CUSTOMER DEPOSIT REFUND									
3088003 093	1	Invoice	3088003 CUSTOMER DEPOSIT REFUND	09/30/2024	10/31/2024	74.66	0	10/24	81-21350
3182101 093	1	Invoice	3182101 CUSTOMER DEPOSIT REFUND	09/30/2024	10/31/2024	63.36	0	10/24	81-21350
6030027 093	1	Invoice	6030027 CUSTOMER DEPOSIT REFUND	09/30/2024	10/31/2024	3.86	0	10/24	81-21350
6427303 101	1	Invoice	6427303 CUSTOMER DEPOSIT REFUND	10/16/2024	10/31/2024	2.62	0	10/24	81-21350
6442902 101	1	Invoice	6442902 CUSTOMER DEPOSIT REFUND	10/16/2024	10/31/2024	142.87	0	10/24	81-21350
3012103 101	1	Invoice	3012103 CUSTOMER DEPOSIT REFUND	10/17/2024	10/31/2024	137.81	0	10/24	81-21350
6449703 101	1	Invoice	6449703 CUSTOMER DEPOSIT REFUND	10/17/2024	10/31/2024	643.23	0	10/24	81-21350
3461108 102	1	Invoice	3461108 CUSTOMER DEPOSIT REFUND	10/28/2024	10/31/2024	84.39	0	10/24	81-21350
3860001 102	1	Invoice	3860001 CUSTOMER DEPOSIT REFUND	10/29/2024	10/31/2024	621.94	0	10/24	81-21350
644981201	2	Adjustmen	6449812 CUSTOMER DEPOSIT REFUND	04/25/2022	06/01/2022	483.00-	0	10/24	81-21350
Total 5518 CUSTOMER DEPOSIT REFUND:						1,291.74			
5553 EXECUTECH UTAH, INC.									
32755	1	Invoice	OFFICE 365 G3 GCC						

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
			(GOVERNMENT) 70% SPLIT	09/30/2024	10/31/2024	752.54	0	10/24	65-41-318
32755	2	Invoice	OFFICE 365 G3 GCC (GOVERNMENT) 30% SPLIT	09/30/2024	10/31/2024	322.51	0	10/24	11-41-316
32772	1	Invoice	IT MANAGEMENT SERVICES 70% SPLIT	10/01/2024	10/31/2024	2,793.00	0	10/24	65-41-318
32772	2	Invoice	IT MANGEMENT SERVICES ADMIN 30% SPLIT	10/01/2024	10/31/2024	1,197.00	0	10/24	11-41-316
Total 5553 EXECUTECH UTAH, INC.:						5,065.05			
5607 DOMINION ENERGY									
5948550000-	1	Invoice	Natural Gas Commodity	09/30/2024	10/31/2024	1,609.80	0	10/24	84-41-434
Total 5607 DOMINION ENERGY:						1,609.80			
5633 RATON, LLC									
2141	1	Invoice	Well 17 NEW ELECTRIC SERVICE	10/11/2024	10/31/2024	1,876.13	0	10/24	81-42-750
1415	1	Invoice	XMAS TREE ELECTRICAL	12/20/2021	10/31/2024	394.15	0	10/24	11-49-410
2151	1	Invoice	WELCOME CENTER ELECTRICAL - INNOVATION CENTER	10/16/2024	10/31/2024	3,527.92	0	10/24	41-41-790
Total 5633 RATON, LLC:						5,798.20			
5637 BASIC AMERICAN SUPPLY									
650067	1	Invoice	WATER DEPT. TOOLS	10/01/2024	10/31/2024	68.30	0	10/24	81-41-273
650418	1	Invoice	FILTER FOR WATER SYSTEM AT UTILITY OFFICE	10/03/2024	10/31/2024	105.27	0	10/24	65-41-720
650464	1	Invoice	PLUMBING PARTS FOR THE WATER SYSTEM @ UTILITY OFFICE	10/03/2024	10/31/2024	221.46	0	10/24	65-41-720
650465	1	Invoice	SALT FOR WATER SOFTENER @ UTILITY SHOP	10/03/2024	10/31/2024	26.97	0	10/24	65-41-250
653260	1	Invoice	TORCH FOR GAS SERVICE INSTALL	10/15/2024	10/31/2024	70.98	0	10/24	84-41-273
654388	1	Invoice	PAINT FOR BOLLARDS	10/21/2024	10/31/2024	59.99	0	10/24	84-41-273
655043	1	Invoice	KEYS FOR BUILDINGS	10/23/2024	10/31/2024	21.89	0	10/24	65-41-250
655096	1	Invoice	SMALL TOOLS AND GLOVES	10/24/2024	10/31/2024	128.07	0	10/24	65-41-260
655211	1	Invoice	PIPE FITTING	10/24/2024	10/31/2024	1.79	0	10/24	81-41-273
Total 5637 BASIC AMERICAN SUPPLY:						704.72			
5646 XPRESS BILL PAY									
INV-XPR016	1	Invoice	Xpress Bill Pay Trans. & Account Maintenance	09/30/2024	10/31/2024	684.59	0	10/24	65-41-318
Total 5646 XPRESS BILL PAY:						684.59			
5706 FERGUSON WATERWORKS #1600									
1026700	1	Invoice	Fire hydrant parts	09/04/2024	10/31/2024	151.13	0	10/24	81-41-273
1027432	1	Invoice	PARTS FOR FIRE HYDRANTS	09/24/2024	10/31/2024	713.98	0	10/24	81-41-273
1028070	1	Invoice	PARTS FOR FIRE HYDRANTS	10/04/2024	10/31/2024	299.46	0	10/24	81-41-273
Total 5706 FERGUSON WATERWORKS #1600:						1,164.57			
5712 CATALYST CONSTRUCTION									
156	2	Adjustmen	Fiber Server Office Rent	05/01/2024	05/31/2024	100.00-	0	10/24	90-41-580
Total 5712 CATALYST CONSTRUCTION:						100.00-			
5736 Owen Equipment									
00117690	1	Invoice	VAC TRUCK REPAIR PARTS	09/30/2024	10/31/2024	713.98	0	10/24	82-41-274

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
Total 5736 Owen Equipment:						713.98			
5745 PUBLIC MANAGEMENT PARTNERS									
09-2024	1	Invoice	COURT MONITOR FEES	10/10/2024	10/31/2024	796.83	0	10/24	63-41-310
Total 5745 PUBLIC MANAGEMENT PARTNERS:						796.83			
5803 RHINO PUMPS									
RI-1899	1	Invoice	lift station pumps	10/29/2024	10/31/2024	16,597.00	0	10/24	82-41-273
Total 5803 RHINO PUMPS:						16,597.00			
5821 JONES & DEMILLE ENGINEERING									
0135370	1	Invoice	HILDALE BOOSTER PUMP STATION DESIGN - PAY REQUEST 4	09/16/2024	10/31/2024	27,845.00	0	10/24	81-41-311
0135578	1	Invoice	HILDALE BOOSTER PUMP STATION DESIGN - PAY REQUEST 5	10/10/2024	10/31/2024	7,915.00	0	10/24	81-41-311
0133697	1	Invoice	HILDALE BOOSTER PUMP STATION DESIGN - PAY REQUEST 3	03/18/2024	10/31/2024	2,640.00	0	10/24	81-41-311
Total 5821 JONES & DEMILLE ENGINEERING:						38,400.00			
5836 FISCHER ENTERPRISES									
101009	2	Adjustmen	MAXWELL PARK SHAREHOLDER LUNCHEON	09/12/2024	09/30/2024	375.90-	0	09/24	11-48-272
Total 5836 FISCHER ENTERPRISES:						375.90-			
5864 AMERICAN PUBLIC GAS ASSOCIATION									
2025 APGA	1	Invoice	AMERICAN PUBLIC GAS ASSOCIATION ANNUAL SUBSCRIPTION	10/10/2024	10/31/2024	637.24	0	10/24	84-41-210
Total 5864 AMERICAN PUBLIC GAS ASSOCIATION:						637.24			
5894 JERALD A POSTEMA									
1059-24	1	Invoice	UTILITIES DIRECTOR CONTRACT	10/03/2024	10/31/2024	5,000.00	0	10/24	65-41-310
1059-24	2	Invoice	FOOD AND TRAVEL REIMBURSEMENT	10/03/2024	10/31/2024	1,280.45	0	10/24	65-41-310
Total 5894 JERALD A POSTEMA:						6,280.45			
5921 LORI WEDEMEYER									
090424 TRA	1	Invoice	TRAVEL REIMBURSEMENT - 50% split	09/30/2024	10/31/2024	81.40	0	10/24	11-41-312
090424 TRA	2	Invoice	TRAVEL REIMBURSEMENT - 50% split	09/30/2024	10/31/2024	81.40	0	10/24	65-41-310
102024 TRA	1	Invoice	TRAVEL REIMBURSEMENT - 50% split	10/03/2024	10/31/2024	302.30	0	10/24	65-41-310
102024 TRA	2	Invoice	TRAVEL REIMBURSEMENT - 50% split	10/03/2024	10/31/2024	302.31	0	10/24	11-41-312
10302024	1	Invoice	HR CONSULTING 50% SPLIT - ADMIN	10/03/2024	10/31/2024	750.00	0	10/24	11-41-312
10302024	2	Invoice	HR CONSULTING SPLIT 50% - UTILITIES	10/03/2024	10/31/2024	750.00	0	10/24	65-41-310
10302024FIN	1	Invoice	HR CONSULTING 50% SPLIT - ADMIN	10/03/2024	10/31/2024	750.00	0	10/24	11-41-312
10302024FIN	2	Invoice	HR CONSULTING SPLIT 50% - UTILITIES	10/03/2024	10/31/2024	750.00	0	10/24	65-41-310

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
Total 5921 LORI WEDEMEYER:						3,767.41			
5923 SmartCover Systems									
35237	1	Invoice	Renewal Subscription for Monitoring System (Sewer Lift Station)	10/15/2024	10/31/2024	418.00	0	10/24	82-41-210
Total 5923 SmartCover Systems:						418.00			
5928 TYLER BONZO									
102824	1	Invoice	PROSECUTION IN HILDALE JUSTICE COURT	10/28/2024	10/31/2024	1,300.00	0	10/24	11-42-310
Total 5928 TYLER BONZO:						1,300.00			
5930 HOLIDAY RESORT MANAGEMENT, PC									
10012024	1	Invoice	APARTMENT RENT	10/01/2024	10/31/2024	1,030.99	0	10/24	65-41-580
08012024	3	Adjustmen	APARTMENT RENT	08/01/2024	08/31/2024	1,002.49-	0	08/24	65-41-580
08012024	4	Adjustmen	APARTMENT RENT	08/01/2024	08/31/2024	28.50-	0	08/24	65-41-580
09012024	2	Adjustmen	APARTMENT RENT	09/01/2024	09/30/2024	1,030.99-	0	09/24	65-41-580
Total 5930 HOLIDAY RESORT MANAGEMENT, PC:						1,030.99-			
5932 The Data Center, LLC									
67430	1	Invoice	FULL COLOR STATEMENTS & POSTAGE	10/10/2024	10/31/2024	924.41	0	10/24	65-41-144
Total 5932 The Data Center, LLC:						924.41			
5936 UPPER MESA ECONOMIC DEVELOPMENT GROUP									
10012024	1	Invoice	CONSULTING SERVICES	10/01/2024	10/31/2024	1,500.00	0	10/24	11-41-312
Total 5936 UPPER MESA ECONOMIC DEVELOPMENT GROUP:						1,500.00			
5939 PROSPECTION CONSULTING, LLC									
106	1	Invoice	MAXWELL PARK IMPROVEMENT PROJECT	10/01/2024	10/31/2024	4,000.00	0	10/24	11-48-410
Total 5939 PROSPECTION CONSULTING, LLC:						4,000.00			
5940 FLAGSTAR PUBLIC FUNDING CORP.									
50049100110	1	Invoice	AMBULANCE LOAN PAYMENT	10/02/2024	10/31/2024	17,950.88	0	10/24	11-44-810
Total 5940 FLAGSTAR PUBLIC FUNDING CORP.:						17,950.88			
5953 PRESTON G ZUMWALT									
WO 00-0085	1	Invoice	tires for truck 3151	10/13/2024	10/31/2024	644.00	0	10/24	65-41-250
1007	1	Invoice	tires for truck # 3171	10/30/2024	10/31/2024	745.28	0	10/24	65-41-250
Total 5953 PRESTON G ZUMWALT:						1,389.28			
5956 SRT CONSULTING GROUP, LLC									
HILDALE CIT	1	Invoice	July 24/7 Support & Therapy	10/09/2024	10/31/2024	700.00	0	10/24	11-44-811
Total 5956 SRT CONSULTING GROUP, LLC:						700.00			
5960 FLORENCE DIANNE ROUNDY									
1010	1	Invoice	COALITION - 8 PIZZAS	10/10/2024	10/31/2024	122.00	0	10/24	11-49-410

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
Total 5960 FLORENCE DIANNE ROUNDY:						122.00			
5962 THE DREAM INSTITUTE INC									
1056116669	1	Invoice	STRING LIGHTS FOR FALL STREET FEST - REIMBURSEMENT	08/25/2024	10/31/2024	879.21	0	10/24	11-49-410
Total 5962 THE DREAM INSTITUTE INC:						879.21			
5970 RICK WHITE									
092524	1	Invoice	REIMBURSEMENT FOR PERSON FUNDS USED AT COMPANY TRAINING	09/25/2024	10/31/2024	42.26	0	10/24	11-47-230
Total 5970 RICK WHITE:						42.26			
5971 JASON BARLOW									
1067	1	Invoice	SIGNS FOR WELCOME CENTER	10/15/2024	10/31/2024	502.20	0	10/24	41-41-790
Total 5971 JASON BARLOW:						502.20			
Grand Totals:						541,782.68			

Report GL Period Summary

GL Period	Amount
08/24	1,030.99-
10/24	544,220.56
09/24	1,406.89-
Grand Totals:	541,782.68

Vendor number hash:	801916
Vendor number hash - split:	1666179
Total number of invoices:	171
Total number of transactions:	369

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Net 15	150,828.80	.00	150,828.80
NET 30	188,912.03	.00	188,912.03
Open Terms	202,041.85	.00	202,041.85
Grand Totals:	541,782.68	.00	541,782.68

Hildale City
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435-874-2603
www.hildalecity.com

To: Hildale City Mayor and Council
From: City Manager Eric Duthie
Date: November 1, 2024
Re: Monthly update and report for September AND October 2024

This is a general report of actions and administrative issues addressed during the previous month and advisory of actions and issues to address during the new month. If you have a specific question, please contact me directly.

General Information:

- Met with various residents to discuss issues and concerns.
- Staff meeting in person.
- Updated Facebook messaging.
- Coordinated issues with the Upper Mesa Economic Development Group
- Labor Day Holiday Office Closed
- Columbus Day Holiday Office Closed

Actions taken:

❖ External Agency/Group interchange:
- Well certification issues are continuing to be processed.
- Innovation Center training and assistance continuing.
- Reviewed Federal Grant opportunities.
- Conducted various water strategies meetings
- Attended the ULCT Fall 2024 Conference
  - Community Engagement
  - Mayor Jessop presentation to URLA ZOOM
  - Development Agreements
  - Rural Caucus
- Finalized Utah Rural Leadership Academy presentations @ Utah Assoc. of Counties
- Coordinated Rural Utah Mayors meeting for the One Utah Summit
- Attended the Zions Bank Municipal Conference in St. George
- Attended the TOCC Council meeting
- Attended the mandatory CASI training
- Attended UZONA C of C Luncheons
- Attended a mandatory CDBG How to Apply Workshop
- Attended the Mohave College Campus Advisory Council meeting

❖ Internal interchange:
- Continued drafting the GOEO Innovation Grant renewal.
- Met with developers to discuss issues

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- Addressed multiple building permit inquiries
- Water Restrictions and Updates implemented
- Completed Hildale Subdivision Process Update
- ARPA Water project continued support for TOCC
- Coordinated risk control issues with insurance
- Coordinate FY24 Audit issues
- Coordinated w/ Short Creek Prevention Coalition
- Attended Dixie Metropolitan Planning Organization and Coordinating Council meetings
- Prepared Utah Statutory requirement to modify .COM address to .GOV address
- Participated in the Future Ready Utah Regional Coordinating Council
- Hosted annual Court Monitor, Law Enforcement Consultant, Mayors and Managers meeting
- Notified of Justice Court reform determination
- Reviewed Jones DeMille Maxwell Park initial drafts
- Conducted a Utility Advisor Board meeting
- Attended the annual mandatory Injunction training
- Hosted a Maxwell Park Stakeholder lunch meeting
- Coordinated USEDA/UT grant opportunity briefing
- Hosted a Maxwell Park Project introduction to all staff
- Attended the 5 County Mayors meeting w/ Mayor Jessop
- Hosted Kanab Chamber of Commerce Director
- Received the City Alliance verification letter
- Coordinated HR/Payroll transition issues
- Collaborated with Mayor Jessop for UZONA Chamber of Commerce presentation
- Prepared and submitted CIB application documents
- Coordinated Future Ready Utah presentations to the UZONA CofC in November
- Hildale City - Maxwell Park | Weekly Check-In
- Utah Clerks Association presentation prepared by SB
- Attended the 2024 One Utah Summit in Cedar City
    - Rural Matters Appreciation
    - Rural Mayors Meeting
    - Rural Utah Chamber Coalition (Mayor Jessop spoke)
    - Rural Mayors Meeting (ULCT - Donia Jessop hosted)
    - URLA Graduation & Project Showcase completion
    - Championing Preservation in Utah's Natural Landscape. Working for a Sustainable Future
    - The Future of Flight in Utah
    - Utah's Logistics Leap: Paving the Way for a New Era of Connectivity
    - Utah's Energy Future

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  - Getting a Drink in Rural Utah: How Safe Drinking Water Fuels Rural Utah Prosperity
  - Building Success in Rural Utah: Strategic Site Selection, Infrastructure Investments, and Community Impact
  - State of Rural Utah
  - Rural Utah's National Asset Propels Rockets into Space & National Defense
  - Where Utah Stands on Public Lands
  - What's Happening in Utah: The Startup Capital of the World
  - Public Lands
  - Strong Communities: A together Utah
  - A case for Rail
  - Powering Utah Forward
  - Connecting Utah through Aerial Transportation
  - Leading through Transformational Leadership
  - What you don't know about Rural Utah Breakout host
- Coordinated staff Christmas Tree lighting meeting and prep
- Coordinated Welcome Center issues
- Continued DDW Grant/Bond docs Booster Pump Station issues
- Attended the ULCT Legislative Policy Committee (LPC)
- Hosted a Utah Tech meeting and area tour
- Coordinated a potential MCC Student Internship for 2025
- ULCT LPC survey responded concerning housing issues
- Met with TKS concerning account issues
- Met w/ Utilities staff for a fiber system overview and next steps
- Building Permit rejection resolved
- Completed CIB contract documents
- Finalized "Green Building" purchase
- Hosted Congresswoman Malloy to area tour
- Pilot USDA Housing program coordinated w/ ED Director

<u>Future actions</u>

  - Respond to 2017 Lease Purchase Escrow inquiry.
  - Prepare Utility Board recommended Preliminary Plat adjustments to Council.
  - Prepare Utility Board recommended sewer regulation adjustments to Council.
  - Continuing coordination of the Utah Tech City Alliance program

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Mayor: Donia Jessop
Councilmembers: JVar Dutson, Brigham Holm, Luke Merideth, Terrill Musser, Darlene Stubbs
City Manager: Eric Duthie



Utilities Monthly Report
October 2024

Gas Operations:

Natural Gas

Gas staff delivered and hooked up two (2) propane tanks for customers. Staff installed 260 feet of one (1) inch gas service line on Central Street south of Mohave Avenue which will serve a new institution building. Staff installed 960 feet of three quarter (3/4) inch gas service line south of Mohave Avenue and Hildale Street that will serve seventeen (17) new connections. Staff installed a gas rotary meter on Central Street south of Johnson Avenue to serve a new business. Mitch Jessop and Jay Moody attended the Pipeline Safety Seminar in Pheonix Arizona on October 11, 2024. They are now certified members of the Pipeline Hazardous Materials Safety Administration (PHMSA) agency.

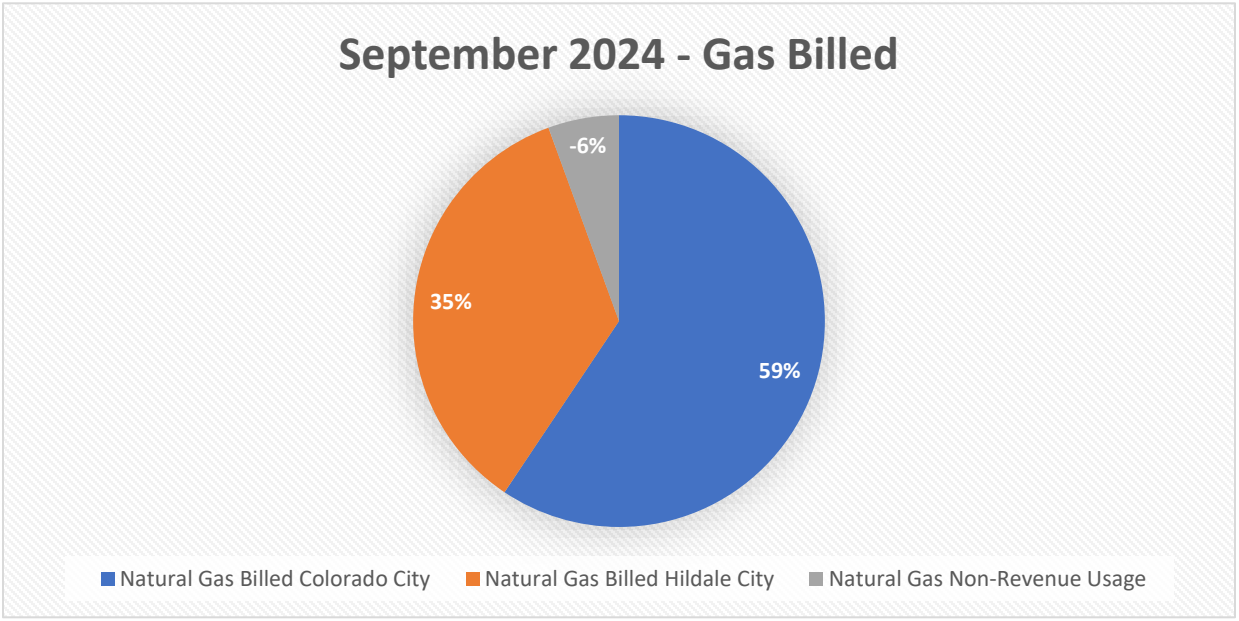






Natural Gas billed Colorado City and Hildale City customers for September 2024.

Description	Quantity Billed*	Number of Customers
Natural Gas Purchased	1,299,500	
Natural Gas Billed Colorado City	868,400	393
Natural Gas Billed Hildale City	512,500	315
Natural Gas Non-Revenue Usage	(81,400)	
*Numbers are in Corrected Cubic Feet (100 Corrected Cubic Feet = 1 Therm)		



Propane Service

Gas Staff delivered 5,497 gallons of propane to tank customers in September.



Sewer Operations:

The Utility Crew cleaned approximately 800 feet of sewer main line this month and will continue sewer jetting in the cooler months as water restrictions are reduced. Staff cleaned out the Sewer Lift Sation and inspected pump #1 as part of the maintenance and inspection program. The Vac-Truck was used to remove the grease, rags, and sediment from the vault. The pumps were removed cleaned and reinstalled as well as the back check valves.





Water Operations:

The Utility Crew repaired damaged water main valves and hydrants. There have been some delays with receiving the fire hydrant parts and we expect to finish up repairs next month. The Utility Team participated in the Lead and Copper Rule Survey by inspecting water service lines on approximately seventy (70) residential and commercial connections. In addition, staff documented pipe composition and ensured that all services have proper materials to maintain drinking water quality. The Crew is working with the engineers on getting the Water Treatment Plant certified through Arizona Department of Environmental Quality (ADEQ).

Well 17

The Crew finished the fence and hung the gates around Well 17.





Well 25

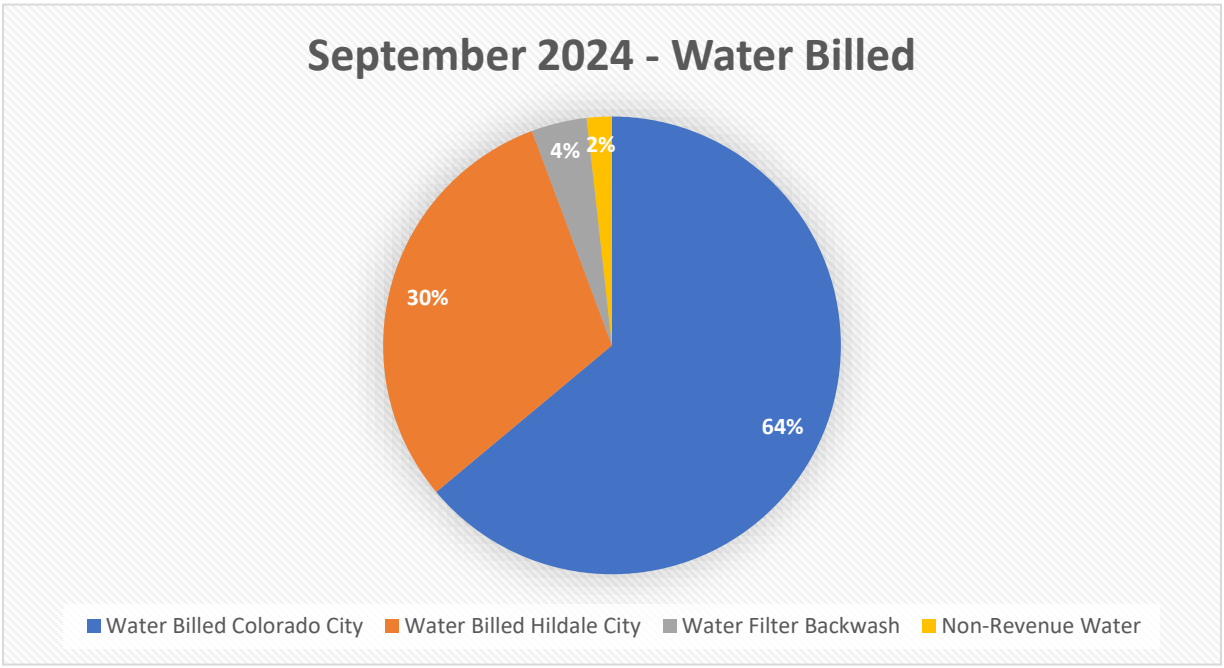
Well 25 is being drilled at the Water Plant yard with steady progress. The current depth of the well as of October 28, 2024 was over 500 feet below ground surface (bgs).





Water billed to Colorado City and Hildale City customers for September 2024.

Description	Quantity Billed*	Number of Customers
Water Produced	33,636,000	
Water Billed Colorado City	21,506,000	807
Water Billed Hildale City	10,216,000	377
Water Filter Backwash	1,320,000	
Non-Revenue Water	594,000	
*Numbers are in gallons		





Administration:

Work on the $1.4 million Colorado City Mohave County ARPA Grant for Water Improvements is estimated to be substantially completed by early December of 2024. The Raw Water main is installed and will be connected to the system after the line is flushed, disinfected and sampled. Well #25, at the Water Treatment Plant site, has been drilled to over 500 feet and the 18" casing installed. Once the well is drilled and the water tested, the well will be capped until funding is available for the electrical work, pump and motor installation.

Permitting is still being worked on with our engineer and Arizona Department of Environmental Quality (ADEQ) and Utah Division of Drinking Water (DDW) for the Academy Well and Well #17. Due to a lack of permitting when the original system was installed, we are providing water treatment and blending data to ADEQ and Utah DDW along with receiving the proper permits. In addition, the Water Treatment Plant was not permitted and is now being permitted through ADEQ and DDW. This permitting work is being done through ADEQ and a Grant from the Technical Assistance program for about $150,000.00.

Discussions continue with Centennial Park about the expansion of their Wastewater System and the impact it will have on our current Lift Station, Force Main and lagoon system. To do a comprehensive study, we will need to update the 2017 Sewer Master Plan, Facilities Plan and Impact Fees. The Sewer Master Plan update will include Colorado City, Centennial Park, Hildale and the Hildale Annexation Area. We have a Scope and Fee to do the work from the engineering firm selected for this project. Staff is working with the engineer and the Utah DEQ/DDW on securing a grant for the Utah portion of the Master Plan update, and we are reaching out to Arizona to find funding opportunities for the Arizona portion of the Master Plan. We are negotiating an Interagency Agreement (IGA) with Centennial Park for payment of the study.



WIFA has introduced a new Water Program with a $2.0 million Grant and up to $3.0 million Loan. We have a list of projects from the Water Master Plan and from internal reviews which are not Impact Fee eligible to submit for the $2.0 million grant. We can apply for multiple projects under the new grant program.

The last sewer rate increase was in 2017 as part of the Sewer Master Plan and needs to be updated. The newly revised Water Rate Increase was completed by the Rural Corporation Assistance Company (RCAC) through a Grant from the USDA-RD for over $75,000.00. There was no cost for the study by the community. We are requesting their assistance for the sewer rates, under another grant through USDA-RD.

Under the new Environmental Protection Agency (EPA) revised Lead and Copper Rules, the water system had to conduct and create an inventory of the water service lines to each building we serve as Phase I. Phase II will require us to have the results of the service line study be available to the Public. This access allows people to see the type of materials used for the service lines when buying houses, for Public Institutions to show the students and community are safe from Lead poisoning and to help physicians to see if any disease they are treating is caused by service line materials. Phase III will be determined based on the results of the inventory. It is the agency's intent to have all lead removed from water systems by 2030. We have received a Grant for Phase II & Phase III to cover all the work required. The amount of the grant would be at least $150,000.00.

PFAS treatment funding from the EPA are available for doing pilot cleaning of the wells which tested positive for PFAS this year. We will work with EPA and DDW to implement the treatment. All costs will be covered by an EPA Grant of at least $1.0 million.



On August 28, 2024, the Utah Drinking Water Board authorized a construction grant of $237,500.00 and a loan of $551,000.00 at 1.73% interest for 30 years to Hildale City for the design and construction of a Pressure Booster Station. The Booster Station design is currently under review by the Utah DDW for approval and to get the permit to begin construction. We anticipate the permit being issued in November and going out to bid in December or January.
The City is working with a Bonding Attorney to work with the state to receive funds for the Project and provide clear evidence, through mapping systems and zoning, the water system mains are in existing roads and easements owned/controlled by the city.

Staff are reviewing the data on water delivery to current customers and new growth.

Utility Advisory Board Recommendation Memorandum

To: Hildale City Manager & City Council and Colorado City Town Manager and Town Council

From: Hildale/Colorado City Utility Advisory Board Chair, Ezra Nielsen

Date: October 24, 2024

Cc: Jerald A Postema, Utility Director, Nathan Fischer, Utility Superintendent, Athena Cawley, Utility Administrative Assistant, Sirrene Barlow, City Recorder

Re: **Recommendations to award the Sewer Headworks Building project to Aardvark Underground Inc. in the amount of $68,440 and large purchase of the garage door for the building not to exceed $10,625. The project improvements are considered 30% Impact Fee Eligible as stated in the Sewer Facilities Master Plan and the remaining 70% have been budgeted to the Wastewater Fund - System Construction Services (GL: 82-41-340)**

On October 24, 2024, 6:00 pm at Hildale City Hall during the regularly scheduled meeting of the Utility Advisory Board, the members reviewed and acted on the following.

1. The Utility Advisory Board recommends the City Council to award the Sewer Headworks Building Project to the apparent lowest qualified bidder, Aardvark Underground Inc., in the amount of $68,440. The second bidder submitted a cost of $117,000.00. Awarded bidder will be held to bid amount with no change orders for additional work outside the contract/scope.

2. The Utility Advisory Board recommends to the City Council to approve the large purchase of the garage door for the building of the Sewer Headworks Building project to not exceed $10,625.

Hildale City Sewer Headworks Building

Bid Opening Date: Friday, October 4th, 2024 at 1:00 pm at Hildale City Hall, 320 E. Newel Avenue.

All bids must be submitted before the bid opening date in a sealed envelope. This is a lump sum bid. Bidders must provide insurance covering the city, be licensed and insured in the state of Utah.
No bid bond is required. The city may reject any bid at it's own discretion. The project must be completed within 75 calendar days of the time the project is awarded. Liquidated damages: $500 per day. By signing below, the contractor agrees to complete the job according to the plans and local building codes to the satisfaction of the city's representative for the lump sum listed below.

Bid Schedule:

Company Name: Aardvark Underground, Inc.

License number: 5390111-5501

Address: PO Box 842247 Hildale, UT 84784

Lump Sum Dollar Amount Spelled out: Sixty Eight Thousand, Four Hundred Forty Dollars

Lump Sum Dollar amount numbers: $68,440.00

Company Representative: Thomas A. Holm

Representative signature: [signature]

Date: October 4, 2024

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: 08/31/2016

EXPIRATION DATE: 11/30/2025

ISSUED TO: AARDVARK UNDERGROUND, INC.
P O BOX 842247
HILDALE UT 84784

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

5390111-5501 Contractor With LRF DBAs: None Associated

E100

122 South 1200 East
St. George, Utah 84790

Phone: 435-673-9644
Fax: 435-628-4727
www.jonespg.com

QUOTE NUMBER
SGGQ00012396

Quote Date: 09/11/2024

BILL TO:
Hildale City
P.O. Box 840490
Hildale, UT 84784-0490

SHIP TO:
Hildale City
P.O. Box 840490
Hildale, UT 84784-0490
P: (435) 874-2323
F: (435) 874-2603

WHEN YOU HEAR THE CRASH... THINK OF JONES PAINT & GLASS!

CUSTOMER ID	PO REQ.	PO NUMBER	PAYMENT TERMS	SALES PERSON	QUOTE TAKER
HD666-SG	Y		2%10TOFM-T	SG-HOUSE	sean.calkins

QTY ORDER	QTY SHIP	QTY BO	U of M	ITEM	DESCRIPTION	PRICE	AMOUNT
1	0	0	Each	SGOHD-	12 x 14 Clopay 160C	6,442.88	6,442.88
					White *W6 Windload Rated* *Chain Hoist - Right Side*		
1	0	0	EA	NOTES:	Door to be available for will call at our Industrial Road location	0.00	0.00

**** PRICES ON THIS QUOTE ARE ONLY GOOD FOR 60 DAYS FROM THE QUOTE DATE ****

Thank You For Choosing Jones Paint & Glass!

Subtotal	$6,442.88
Estimated Sales Tax	$0.00
Freight and Handling	$0.00
Total Amount	$6,442.88

Billing email: ap@hildalecity.com

Authorized Name:

*Authorized Signature:*_____

DEPARTMENT OF WORKFORCE SERVICES

GRANT AGREEMENT

Utah Permanent Community Impact Fund Board Program

Maxwell Canyon Public Utility and Access Improvements

This Interagency Agreement is entered into by and between the **Utah Department of Workforce Services**, 140 East 300 South, Salt Lake City, UT 84111, hereinafter referred to as the **Department** or **DWS**, and the following, hereinafter referred to as Grantee or Contractor.

Organization: **Hildale City**

Address: **320 East Newel Avenue**
PO Box 840490

City, State Zip: **Hildale, Utah 84784**

Vendor Number:	VC0000154863	**Commodity Code:**	99999	**UEI#:**	N/A
Contractor Type:	Government	**Subrecipient/Contractor:**	N/A		
Funding Source:	25 CIB Mineral Lease Fund				

PURPOSE
The Permanent Community Impact Fund Board provides loans and grants to counties, cities and towns that are impacted by mineral resource development on federal lands. Because local communities cannot collect taxes from federal lands, their ability to provide necessities like roads, municipal buildings, water and sewer service is diminished. To reduce that burden, a portion of the federal lease fees are returned to the Community Impact Board to distribute to the impacted communities.

PERIOD OF PERFORMANCE
This Agreement shall be effective **10/3/2024** through **10/1/2029**. This Agreement shall remain in effect unless terminated sooner in accordance with the terms and conditions herein. The Grantee may have obligations that will survive the termination of this Agreement, including obligations for which performance is due after termination, whether or not the Agreement expressly states the obligation will survive termination.

CONTRACT COSTS
Grantee shall be paid up to a maximum of **$3,079,000.00** for costs authorized under this Interagency Agreement. Notwithstanding any other provision of this Agreement, disbursement of grant funds is subject to legislative appropriation. All expenditures and activities must be in accordance with all Attachments herein and must occur within the grant period. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

STATE FISCAL YEAR BILLING DEADLINE
DWS must receive billing for services for the month of June no later than **July 15th**, due to the DWS fiscal year end. Billings **submitted after this date may be denied**.

ATTACHMENTS
Attachment A – State of Utah Standard Terms and Conditions for Services

Attachment B – DWS Interagency Supplemental Terms and Conditions

Attachment C – Scope of Work

Attachment D – Budget

RATIFICATION
It is understood and agreed that the effective date of this Agreement is the date of commencement of services as provided in the Period of Performance paragraph above, and that any and all appropriate costs within budget incurred by the Grantee between said effective date and the date on which this Agreement is fully executed are hereby approved and ratified for payment.

CONTACTS

DWS
Candace Powers
CIB Fund Manager
140 East 300 South
Salt Lake City, Utah 84111
385-341-0199
cpowers@utah.gov

GRANTEE
Eric Duthie
City Manager
PO Box 840490
Hildale City, Utah 84784
435-874-2323
ericd@hildalecity.com

SIGNATURE AND ACKNOWLEDGEMENT

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

ATTEST: **HILDALE CITY**

Donia Jessop (Oct 28, 2024 12:00 MDT) 10/28/2024

Signature Date

Donia Jessop Hildale Mayor

Print Name and Title

ATTEST: **UTAH DEPARTMENT OF WORKFORCE SERVICES**

Rebecca Bar 10/28/2024

Casey Cameron, Executive Director Date

RECEIVED AND PROCESSED BY DIVISION OF FINANCE

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

   a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

   b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.

   c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.

   d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.

   e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.

   f) "Proposal" means Contractor's response to the State Entity's Solicitation.

   g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.

   h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).

   i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

   j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED

6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED

7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

    Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

    If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.

15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

16. **INSURANCE:** INTENTIONALLY DELETED

17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.

18. **ADDITIONAL INSURANCE REQUIREMENTS**: INTENTIONALLY DELETED

19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agre that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.

21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

    If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.

24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.

25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract aft determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

    Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

    Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.

34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.

35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED

39. **PROCUREMENT ETHICS**: Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.

41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.

43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

ATTACHMENT B
DEPARTMENT OF WORKFORCE SERVICES
INTERAGENCY SUPPLEMENTAL TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:**
   a. CONTRACTOR certifies, through the execution of the Contract, that none of its owners, directors, officers, or employees are employees of DWS. CONTRACTOR will not hire or subcontract with any person having such conflicting interest(s).
   b. CONTRACTOR will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
   c. CONTRACTOR certifies, through the execution of the Contract that none of its owners, directors, officers, or employees working under this Contract, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
   d. CONTRACTOR shall not use Contract funds to make any payments to an organization which has in common with CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

2. **CITING WORKFORCE SERVICES IN PROGRAM PROMOTION:** CONTRACTOR agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services. It is within DWS's sole discretion whether to approve the advertising and publicity.

3. **IMPOSITION OF FEES:** CONTRACTOR will not impose any fees upon clients provided services under this Contract except as authorized by DWS. The State of Utah and DWS will not allow CONTRACTOR to charge end users electronic payment fees of any kind.

4. **HUMAN-SUBJECTS RESEARCH:** CONTRACTOR shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.

5. **CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS**
   a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Contract may not be assigned by CONTRACTOR without the written consent of DWS. Any assignment by CONTRACTOR without DWS's written consent shall be wholly void.
   b. If CONTRACTOR enters into subcontracts the following provisions apply:
      i. Duties of Subcontractor: Regardless of whether a particular provision in this Contract mentions subcontractor, a subcontractor must comply with all provisions of this Contract including, insurance requirements and the fiscal and program requirements. CONTRACTOR retains full responsibility for the Contract compliance whether the services are provided directly or by a subcontractor.
      ii. Provisions Required in Subcontracts: If CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).

6. **MONITORING:**
   a. DWS shall have the right to monitor CONTRACTOR'S performance under this Agreement. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DWS which will include but is not limited to CONTRACTOR'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
   b. If it is discovered that CONTRACTOR is in default (not in compliance with the Agreement), CONTRACTOR may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between CONTRACTOR and DWS.
   c. CONTRACTOR understands that DWS may conduct customer-satisfaction surveys. CONTRACTOR agrees to cooperate with all DWS-initiated customer feedback.
   d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
      i. PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
      ii. REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.

7. **CODE OF CONDUCT** (attached if applicable)**:** CONTRACTOR agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.

8. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**
   a. At all times during this Contract, CONTRACTOR, and all services performed under this Contract, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
   b. CONTRACTOR is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If CONTRACTOR is receiving federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders.

      CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
   c. By accepting this Contract, the CONTRACTOR assures that is has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Contract:
      i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
      ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
      iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

d. CONTRACTOR acknowledges that grant funds may not be used for the purpose of a "prohibited discriminatory practice," as that term is defined in Utah Code 53B-1-118. Prohibited discriminatory practices include practices that are based in part on an individual's race, color, ethnicity, sex, sexual orientation, national origin, religion, or gender identity. CONTRACTOR certifies that it will not use grant funds to engage in a prohibited discriminatory practice during the term of this Contract, and that if it does, it shall promptly notify the State in writing. Using state funds for a prohibited discriminatory practice may result in termination.

e. CONTRACTOR also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

i. If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained CONTRACTOR will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.

ii. The CONTRACTOR shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.

9. **COMPLIANCE WITH ENVIRONMENTAL REVIEW REQUIREMENTS:** If applicable, DWS funding is contingent upon the CONTRACTOR complying with 24 CFR Part 58 by, among other things, completing the following: (1) Prepare and submit electronically an Environmental Review Record (ERR) to DWS; (2) As required, publish public notices and submit documentation; (3) Receive an environmental clearance letter or an Authorization to Use Grant Funds (AUGF); and (4) Perform the mitigation actions identified by the ERR. CONTRACTOR must adhere to the requirements of 24 CFR Part 58. Should CONTRACTOR violate 24 CFR Part 58 prior to, during, or following completion of the construction of the project, funds disbursed under this Agreement shall be immediately due and payable to DWS.

10. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.

11. **ACCOUNTS AND PAYMENTS AT TERMINATION:** Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to CONTRACTOR for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Contract relieve the CONTRACTOR of any liability to DWS for any damages or claims arising under this Contract.

12. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).

13. **WARRANTY:** Grantee warrants, represents, and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

14. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.

15. **BILLINGS AND PAYMENTS:** Payments to CONTRACTOR will be made upon receipt of itemized billing for authorized service(s) supported by appropriate documentation. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. Billing for services for the month of June must be received no later than July 15th due to DWS's fiscal year end. Billings submitted after this date may be denied.
DWS will not allow claims for goods or services furnished by CONTRACTOR which are not specifically authorized by this contract. DWS has the right to adjust or return any invoice reflecting incorrect pricing.

16. **PAYMENT RATES (Does not apply to contracts with DWS set rates or fee-for-performance rates):** Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term unless rate change is specifically stated in the contractual terms.

17. **PAYMENT WITHHOLDING:** CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of DWS, CONTRACTOR'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.

18. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** CONTRACTOR agrees that if during or subsequent to the CONTRACTOR'S CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Contract and adjust the payments.

To be eligible for reimbursement, CONTRACTOR expenditures must be adequately documented. Upon written request, CONTRACTOR will immediately refund to DWS any overpayments, as determined by audit or DWS. CONTRACTOR further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other contracts with CONTRACTOR until recoupment of overpayment is made.

19. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS'S right to terminate this Contract.

20. **FINANCIAL/COST ACCOUNTING SYSTEM:** CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.

21. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:**
    a. Federal cost principles determine allowable costs in DWS Contracts. CONTRACTOR may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
    b. Compliance with Federal Cost Principles: For CONTRACTOR'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular CONTRACTOR depend upon CONTRACTOR'S legal status.

Table 1: Cost Principles

Subrecipient	Federal Cost Principles
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	
For-Profit Entity	48 CFR Part 31.2

    c. Compensation for Personal Services - Additional Cost Principles:
    In addition to the cost principles in the federal circulars concerning compensation for personal services, the following cost principles also apply:
        i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
        ii. Employees who are compensated from one or more contracts or from programmatic functions must maintain time reports, which reflect the distribution of their activities.

iii. If total work time exceeds 40 hours and CONTRACTOR wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) A perpetual time record must be maintained and 2) Prior written approval must be obtained from DWS'S Finance- Contracting Division.

iv. Compensation for Personal Expenses: DWS will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse are unrelated to the business activity, telecommunications and cell phones for personal use, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).

d. Third-Party Reimbursement and Program Income: CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

22. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. CONTRACTOR with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.

23. **CHANGES IN BUDGET (cost reimbursement contracts only):** The budget attached hereto shall be the basis for payment. CONTRACTOR may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. CONTRACTOR may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.

24. **WORKFORCE SERVICES JOB LISTING:** CONTRACTOR must post employment opportunities with DWS for the duration of the Contract.

25. **GRIEVANCE PROCEDURE:** CONTRACTOR agrees to establish a system whereby recipients of services provided under this Contract may present grievances about the operation of the program as it pertains to and affects said recipient. CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. CONTRACTOR will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, CONTRACTOR will notify DWS contract owner of the grievance and its disposition of the matter.

26. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** CONTRACTOR shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov.

27. **PROTECTION AND USE OF CLIENT RECORDS:** CONTRACTOR shall comply with the Government Data Privacy Act (GDPA), Title 63A, Chapter 19, under which a CONTRACTOR that enters into or renews an agreement with a governmental entity and processes or has access to personal data as part of the CONTRACTOR's duties under the agreement, is subject to the requirements of the GDPA with regard to the personal data processed or accessed by the CONTRACTOR to the same extent as required of the governmental entity. The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this contract, for any purpose not directly connected with the administration of DWS'S or CONTRACTOR'S responsibilities with respect to this contract is prohibited except as required or allowed by law.
CONTRACTOR shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. CONTRACTOR shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by CONTRACTOR or anyone for whom the CONTRACTOR is liable.
This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

ATTACHMENT C
SCOPE OF WORK
PERMANENT COMMUNITY IMPACT FUND BOARD
Maxwell Canyon Public Utility and Access Improvements
Hildale City

I. Purpose/Background

A. This project consists of Maxwell Canyon public Utility and Access Improvements in Hildale City, Utah.

B. The Grantee is a recipient of funding under the Permanent Community Impact Fund provisions contained in Utah Code 35A-8-301 et seq. and is a county, city, town, county service area, special service district, special improvement district, water conservancy district, water improvement district, sewer improvement district, housing authority, building authority, school district, or public postsecondary institution organized under the laws of this state. The project scope of work is for the intended statutory purpose of planning, construction or maintenance of a public facility or provides the provision of public services.

II. Grantee Responsibilities

A. The Grantee shall complete the Maxwell Canyon Public Utility and Access Improvement project in Hildale City, Utah to include:

1. Excavation;
2. Road demolition and temporary chip seal;
3. 5,260 linear feet of 8-inch waterline;
4. 1,960 linear feet of 12-inch waterline;
5. Waterline valves, hydrants, appurtenances and testing;
6. 4,380 linear feet of 8-inch sewer line;
7. 13 60-inch concrete manholes;
8. 2 manhole connections;
9. 10 4-inch sanitary service laterals;
10. Sewer line testing;
11. 80 foot X 40 foot box culvert/bridge structure;
12. 100 linear feet of guard rail;
13. 4,600 tons of 12-inch rip rap for bank armoring on Maxwell Creek;
14. Lighting; and
15. Engineering.

B. The Grantee certifies the project is not a pass-through of public funds to a private entity.

C. The Grantee shall comply with all Permanent Community Impact Fund rules and regulations.

D. If the Grantee has not commenced work on the project within six months of executing this Contract, the contract may be terminated by written notice from the Department. Work performed after the date of contract termination is not reimbursable.

E. The project must be completed within the specified contract period.

F. Compliance with Utah Procurement Code

1. Grantee shall follow the Utah Procurement Code policy provisions contained in Utah Code 63G-6a-603 and must solicit bids according to §63G-6a-112 prior to awarding contract for services.
2. Projects with funding over $1,000,000 are encouraged to use State Purchasing (https://purchasing.utah.gov/for-agencies/) to solicit bids for the project.

G. If any district, site, building, structure, or specimen included in or eligible for inclusion in the National Register of Historic Places or the State Register ("cultural/paleontological resources") is discovered during the Project the Grantee shall immediately stop all construction on the Project and notify the Department of the discovery. The Grantee shall not proceed with the Project until it receives written approval from the Department, which may require or result in modification of the Project. The Grantee shall notify the Utah Division of State History of the discovery and comply with all of the requirements of the Utah Division of State History, including obtaining a permit, if necessary, prior to proceeding.

III. Modification Approval

A. Project modifications are prohibited unless the Board authorizes proposed modifications by written amendment. The Grantee must submit a written request for any proposed modification to the Board-approved Project, the Scope of Work, or the contract amount. The Board may reject proposed changes.

B. The Board may require Grantee to return funds if Project modifications are made without prior Board approval. Surplus funds shall not be expended on items not directly related to the specifically approved Project.

IV. Outcomes/Deliverables

A. Grantee shall complete Maxwell Canyon utility improvements as described in the Grantee Responsibilities.

V. Monitoring

A. Monitoring requires review and approval of all invoices submitted for reimbursement and must be for expenses within the Scope of Work.

B. Planning project Grantees will submit a copy of the plan prior to final reimbursement.

VI. Budget

A. Invoicing

1. The Grantee may only submit for reimbursement those expenses authorized under the approved Scope of Work. The CIB staff, representing the Board, shall reject a reimbursement request for an ineligible expense. The Department shall re-capture, and Grantee shall repay, any funds disbursed to Grantee that Grantee did not use for the approved Project or funds used for any purpose in violation of the terms of this contract or in violation of the law.
2. Reimbursement requests must be submitted on the CIB reimbursement form.
3. Required back-up documentation includes signed reimbursement form, copy of contractor invoice and copy of Grantee check paying the invoice.
4. Processing time for payments is determined by accuracy of invoices and approval by the DWS Finance Division.

B. Funding may be withdrawn for a significant delay to the commencement of the project.

C. Upon contract expiration, any remaining grant funds are returned to the Fund.

D. All interest accrued or allocated to grant funds is deemed property of the Permanent Community Impact Fund and shall be returned to the Fund upon completion of the project.

Attachment D Budget

Project Budget

Construction Estimates	Total
Construction	$5,178,000.00
Construction Contingency	$380,000.00
Engineering	$580,000.00
Special Studies	$0.00
Land/Rights-of-Way/Water Rights	$0.00
Equipment	$0.00
Administration/Legal (Bonding only)	$20,000.00
Administration/Financial Advisor	$0.00
Administration	$0.00
Totals	**$6,158,000.00**

Budget Total

Loan 1 Amount	$0.00
Grant Amount	$3,079,000.00
Loan 2 Amount	$0.00
Total CIB Funds	$3,079,000.00

Cost Sharing

Funding Source	Source	Description	Cost Share
Applicant Cash			$0.00
Applicant In-kind			$0.00
Other Local Cash			$0.00
Other Local In-kind			$0.00
Federal Grant			$0.00
Federal Loan			$0.00
State Grant	Utah Business, Economic Development and Labor Committee (BEDL)	Engineering & Park Improv.	$3,079,000.00
State Loan			$0.00
Totals			**$3,079,000.00**

Totals

Total CIB Funds	$3,079,000.00
Cost Sharing Total	$3,079,000.00
Grand Total	$6,158,000.00

HOUSING & COMMUNITY DEVELOPMENT DIVISION

Permanent Community Impact Fund

WEBGRANTS 3 REQUEST FOR FUNDS

CONTRACT NUMBER: ***25-DWS-0308***

CONTRACTOR NAME AND ADDRESS:
Hildale City
320 E Newel Avenue, PO Box 940490
Hildale, Utah 84784

CONTACT PERSON: Eric Duthie *TELEPHONE*:435-874-2323

REQUEST # _____

a. CONTRACT AMOUNT: $3,079,000
b. PRIOR REQUESTS: $_____
c. THIS REQUEST: $_____
d. REMAINING FUND BALANCE: (a-b-c=d) $_____

AUTHORIZED SIGNATURE: _____ DATE:_____

Reimbursement for the above listed payments totaling $ is to be made to ("Entity") by transfer of funds to (CHECK ONE):

☐ Entity's general account in the Public Treasurers' Investment Fund (PTIF #): or to

☐ Entity's checking account at ("Bank"). Account number

Grantee must attach supporting documentation behind this cover sheet, which includes itemized billings and a copy of the check paying for such billings, for carrying out the approved scope of work for this contract. Please upload this document in Webgrants 3 (webgrants.utah.gov) as an "attachment" and create a claim for reimbursement.

.....

(HCD Use Only)

Approvals:

Program Manager _____ Vendor # 87279A

HCD/DWS Accounting _____ Org Code 1000-600-7502-NTE-KIBG

CIB Payment Process



Contractor Or Engineer

5. Payment

CIB Loan and Grant

Local Match (if any)

Other Agency (if any)

1. Invoice



City County Or District

4a. Wire Transfer



Escrow Account (State Treasurer Or Bank)

2. Email Signed Disbursement Form w/copies of invoices & checks to Candace Powers



3. CIB review

Candace Powers
Fund Manager, Mineral Lease Funds
140 East Broadway – 1st Floor
SLC UT 84111
Office: 385-341-0199
cpowers@utah.gov

Heather Poulsen
Program Specialist, Mineral Lease Funds
140 East Broadway – 1st Floor
SLC UT 84111
435-660-1382
hpoulsen@utah.gov

WEBGRANTS REIMBURSEMENT PROCESS FY2024

To request reimbursement for grant only projects please log into your account in Webgrants 3 (https://webgrants.utah.gov/home.do). Please fill out and sign the reimbursement form for your project and attach a copy of the invoice(s) and check(s) to the form and then upload to the claim. Please create a 'claim' and then 'edit' the claim to complete the 4 items needed to submit the claim. Please note that you need to mark each item "complete" and then after the documents are uploaded you will need to 'submit' the claim. At this point, CIB will receive and email that you have filed a claim for review. If you have any questions, please call Heather Poulsen (435-660-1382) or email hpoulsen@utah.gov .

Please feel free to email cib@utah.gov if you are unsure if your claim was submitted or there seems to be a delay in the reimbursement.

Please note that on ***planning*** projects that as there is a 50% cash match requirement, all claims will be paid at 50% of invoice. Also, please note that before the final funds are released, a copy of the final plan needs to be emailed or uploaded for attachment to your project. Please contact us if you have any questions.

Of note: As the State of Utah has a year end of 6-30, every year any invoice for services rendered on or before that date need to be submitted for payment as close to July 5 as possible to avoid the delay of reimbursement. If the contractor is unable to send you the invoice for submission, please contact me with the amount (ballpark if need be) that will be invoiced in the "new year" for the "old year" services, and finance can do an accrual for that amount. Even if the *invoice* is dated in the new year if it includes any *services* dated 6-30 or earlier, it is considered 'old year' and will need an accrual. Again, please contact us if you have any questions.

Outlook

Booster Pump Station

From Jerry Postema <jerryp@hildalecity.com>
Date Wed 10/30/2024 4:55 PM
To Eric Duthie <EricD@hildalecity.com>
Cc Nathan Fischer <NathanF@hildalecity.com>; Athena Cawley <athenac@hildalecity.com>; Sirrene Barlow <sirreneb@hildalecity.com>

4 attachments (522 KB)
HCC Asset Inventory 5.12.23.pdf; Hildale auth letter 8-28-2024 - signed (1).pdf; Asset Management Plan.xlsm; Asset Management Plan Checklist.docx;

Hi Eric! Attached is the letter from DDW outlining the steps needed to receive the funding for the Pressure Booster Station.

We need to secure a Bond Attorney for the legal determination of the Bond Sales, ownership of water pipes and assets in City ROW/Easements, working with the state attorney for the review and legal determination of all documents submitted for the Grant/Loan.

We need to send a Rate Study showing enough revenue to cover the new debt payments. This is included in the RCAC work and schedule of rate increases over the five (5) year period.

We need to develop and adopt a Water Conservation Plan for the communities and have it in the Water Ordinance.

We need to develop an Asset Management Plan and five (5) year Capital Improvement Plan (CIP) and provide the document to the DDW. We have the majority of an Asset Management Plan from staff working with RCAC on the water rate study. We will need to transfer the data to the proper state DDW format. We will have to develop a five (5) year CIP, which has been started as part of the Water Master Plan and the Rate Study.

The City Council will need to adopt a resolution for the agreement of bonding and grant spending, a separate resolution for the bonding and bond sales.

I have attached examples of the DDW required Asset Management Plan, the Capital Improvement Plan and the work completed by RCAC.

Please let me know if you have any questions.

Thanks

Jerry

Jerald A Postema
Utility Director

cell:602.614.6912
fax: 435.874.2603

HCC UTILITY DEPARTMENT
MAKING CONNECTIONS

320 E Newel Ave
PO Box 840490, Hildale, UT 84784

(3) The asset management plan shall address the following 5 core components:

(a) **The current state of the utility's assets**

(i) Prepare an asset inventory

(ii) Develop a system map

(iii) Develop a method to assess and prioritize assets based on condition

(iv) Assess remaining useful life of the asset

(v) Determine asset value and replacement cost

(b) **The utility's required "sustainable" level of service**

(i) Analyze current customer demand and satisfaction

(ii) Analyze anticipated customer demand and satisfaction

(iii) Understand current regulatory requirements

(iv) Communicate system performance goals with the public

(v) Identify standard levels of service and track system performance

(c) **Assets that are critical to sustained performance**

(i) Conduct a failure analysis on all assets

(ii) Determine probability of failure

(iii) Analyze risk and consequences of failure

(iv) Prioritize system assets based on criticality to system operation

(v) Develop specific response plans based on potential asset failure

(d) **Minimum infrastructure life-cycle cost**

(i) Implement an appropriate maintenance schedule including costs for all assets

(ii) Identify life cycle costs for all assets

(iii) Develop a capital improvement plan and an operations and maintenance strategy

(iv) Identify and compare the cost of rehabilitation versus replacement

(v) Determine the related costs of responding to asset failure

(e) **Long term budgeting strategy**

(i) Regularly review system budget

(ii) Establish and fund a capital facilities account

(iii) Implement a rate structure to ensure financial sustainability

(iv) Explore asset renewal and replacement financing

(v) Identify financial assistance options for major asset repair or replacement

(vi) Prioritize financial resources based on asset condition and importance

Capital Replacement Program **AWWA Cash-Needs Approach** **Exhibit 1**

Hildale-Colorado City

Date: 5/12/23
System Number: 0
Service Connections: 1,035

Quantity	Asset	Year Acquired	Unit Cost (Historic, Current or Future)	Cost Type (H, C, F)	% Belonging to Water	Estimated Historic Cost (Water only)	Normal Estimated Life	Current Age	Estimated Current Cost	Planned Remaining Life	Estimated Remaining Life	Estimated Future Cost	Fund with Cash	Fund with Grant	Fund with Loan	Existing Reserves	Annual Reserve Required
	Replacement of Existing Capital Assets																
	Wells				100%								0%	0%	100%	0	0
1	Well 4 - 140' 8" 190gpm	2021	200,000	H	100%	$200,000	50	2	210,125	48	49	1,133,848	5%	40%	55%	6,639	826
1	Well 4B - 140' 6"	1985	200,000	C	100%	$76,420	50	38	200,000	12	13	312,791	15%	40%	45%	18,958	1,991
1	Well 4 Pump (15 horsepower)	2021	200,000	H	100%	$200,000	30	2	210,125	28	29	569,833	5%	40%	55%	6,639	654
1	Well 4B Pump (5hp)	2018	5,000	C	100%	$4,405	30	5	5,000	25	26	12,230	100%	0%	0%	3,160	306
1	Well 8 - 140' 8" 60gpm	1995	200,000	C	100%	$98,437	50	28	200,000	22	23	441,223	15%	40%	45%	18,958	1,823
1	Well 8 Pump (15 horsepower)	1995	20,000	C	100%	$9,844	30	28	20,000	2	3	22,174	100%	0%	0%	12,639	3,123
1	Well 10 - 100' 8" 85gpm	1995	200,000	C	100%	$98,437	50	28	200,000	22	23	441,223	15%	40%	45%	18,958	1,823
1	Well 10 Pump (15 horsepower)	1995	20,000	C	100%	$9,844	30	28	20,000	2	3	22,174	100%	0%	0%	12,639	3,123
					100%								0%	0%	100%	0	0
1	Well 11 - 140' 8" 130 gpm	1995	200,000	C	100%	$98,437	50	28	200,000	22	23	441,223	15%	40%	45%	18,958	1,823
1	Well 11 Pump (15 horsepower)	1995	20,000	C	100%	$9,844	30	28	20,000	2	3	22,174	100%	0%	0%	12,639	3,123
1	Well 15 - 65' 10"SS	2022	30,000	C	100%	$29,250	100	1	30,000	99	100	935,742	5%	40%	55%	948	306
1	Well 15 Pump (15 horsepower)	2022	20,000	C	100%	$19,500	30	1	20,000	29	30	56,136	25%	0%	75%	3,160	314
1	Well 19 - 580' 8" 145gpm	1980	300,000	C	100%	$101,000	50	43	300,000	7	8	395,043	15%	40%	45%	28,437	3,660
1	Well 19 Pump (40 horsepower)	2019	12,000	C	100%	$10,844	30	4	12,000	26	27	30,379	100%	0%	0%	7,583	738
1	Well 21 - 600' 12" 210gpm	1985	300,000	C	100%	$114,630	50	38	300,000	12	13	469,187	15%	40%	45%	28,437	2,987
1	Well 21 Pump (60 horsepower)	2022	14,000	C	100%	$13,650	30	1	14,000	29	30	39,295	100%	0%	0%	8,847	878
					100%								0%	0%	100%	0	0
1	Well 22 - 600' 14" 120gpm	2021	300,000	H	100%	$300,000	50	2	315,188	48	49	1,700,772	5%	40%	55%	9,959	1,239
1	Well 22 Pump (75 horsepower) (Will replace with smaller	2021	12,000	C	100%	$11,408	30	2	12,000	28	29	32,543	100%	0%	0%	7,583	747
					100%								0%	0%	100%	0	0
1	Well 24 - 140' 8" 80gpm	1995	200,000	C	100%	$98,437	50	28	200,000	22	23	441,223	15%	40%	45%	18,958	1,823
1	Well 24 Pump (15 horsepower)	1995	20,000	C	100%	$9,844	30	28	20,000	2	3	22,174	100%	0%	0%	12,639	3,123
					100%								0%	0%	100%	0	0
1	Academy Well - 600' 12" 265gpm	2018	250,000	H	100%	$250,000	50	5	282,852	45	46	1,376,624	5%	40%	55%	8,937	1,064
1	Academy Well Pump (60 horsepower)	2016	14,000	C	100%	$11,726	30	7	14,000	23	24	31,967	100%	0%	0%	8,847	852
					100%								0%	0%	100%	0	0
	Power Plant Well - 6" 244gpm Out of Service?	1996			100%		50	27		23	24		0%	0%	100%	0	0
	Power Plant Well Pump (60 hp)	2022			100%		30	1		29	30		0%	0%	100%	0	0
	Power Plant Well Building				100%								0%	0%	100%	0	0
	Springs				100%								0%	0%	100%	0	0
1	Jans Canyon Spring Collection - 2" 16gpm	1980	50,000	C	100%	$16,833	100	43	50,000	57	58	367,714	15%	40%	45%	4,739	681
					100%								0%	0%	100%	0	0
5,146	Jans Canyon Spring Transmission Line - 2"	2015	3	C	100%	$12,607	75	8	15,438	67	68	160,153	25%	0%	75%	2,439	418
1	Maxwell Canyon Spring Collection - 4" 64gpm	1980	100,000	C	100%	$33,667	100	43	100,000	57	58	735,428	5%	40%	55%	3,160	454
1	Maxwell Canyon Spring Box	1910	10,000	C	100%	$572	100	113	10,000	-13	20	19,898	100%	0%	0%	6,319	610
7,960	Maxwell Canyon Spring Transmission Line - 4"	2015	13	C	100%	$84,507	75	8	103,480	67	68	1,073,495	5%	40%	55%	3,270	560
	Storage				100%								0%	0%	100%	0	0
-	Saddle Tank - 60k gallons	1960 ish?			100%		55	#VALUE!		#VALUE!			0%	0%	100%	0	0
1	800k gallon tank	1998	1,250,000	C	100%	$663,782	55	25	1,250,000	30	31	3,631,289	5%	40%	55%	39,495	3,950
1	600k gallon tank	1970	950,000	C	100%	$248,295	55	53	950,000	2	3	1,053,282	5%	40%	55%	30,016	7,418
1	Elm Street Tank (Concrete) - 1MG	2000	1,825,000	C	100%	$1,019,457	80	23	1,825,000	57	58	13,421,565	5%	40%	55%	57,663	8,284
	Treatment				100%								0%	0%	100%	0	0
1	Treatment Plant Building	1975	75,000	C	100%	$22,248	50	48	75,000	2	3	83,154	25%	0%	75%	11,849	2,928
3	Pressure Tanks (West Side) (Recoated in 2021)	2001	110,000	C	100%	$189,067	30	22	330,000	8	9	449,756	15%	40%	45%	31,280	3,798
3	Pressure Tanks (East Side) (Recoated in 2004)	1975	110,000	C	100%	$97,889	30	48	330,000	-18	15	552,865	5%	40%	55%	10,427	1,053

8	Treatment Plant Pumps (40hp)	2005	6,250	H	100%	$50,000	20	18	77,983	2	3	86,461	25%	0%	75%	12,320	3,045
	Distribution System				100%								0%	0%	100%	0	0
14,232	2" Pipe	1995	3	C	100%	$21,014	100	28	42,696	72	73	526,057	5%	40%	55%	1,349	253
5,029	4" Pipe	1995	13	C	100%	$32,178	100	28	65,377	72	73	805,509	5%	40%	55%	2,066	388
73,286	6" Pipe	1995	46	C	100%	$1,659,245	100	28	3,371,174	72	73	41,536,199	5%	40%	55%	106,517	20,013
107,290	8" Pipe	1995	50	C	100%	$2,640,322	100	28	5,364,480	72	73	66,095,694	5%	40%	55%	169,498	31,847
5,280	12" Pipe	1995	65	C	100%	$168,918	100	28	343,200	72	73	4,228,563	5%	40%	55%	10,844	2,037
16	2" Valve	1995	200	C	100%	$1,575	40	28	3,200	12	13	5,005	100%	0%	0%	2,022	212
5	4" Valve	1995	750	C	100%	$1,846	40	28	3,750	12	3	4,158	100%	0%	0%	2,370	Not Cap.
159	6" Valve	1995	1,250	C	100%	$97,822	40	28	198,750	12	13	310,836	15%	40%	45%	18,839	1,979
155	8" Valve	1995	2,900	C	100%	$221,238	40	28	449,500	12	13	702,998	5%	40%	55%	14,203	1,492
4	12" Valve	1995	6,750	C	100%	$13,289	40	28	27,000	12	13	42,227	25%	0%	75%	4,265	448
173	Hydrants	1995	7,000	C	100%	$596,037	50	28	1,211,000	22	23	2,671,605	5%	40%	55%	38,263	3,679
12	Hydrants	1970	7,000	C	100%	$21,955	50	53	84,000	-3	5	99,766	25%	0%	75%	13,270	2,260
	Shop				100%								0%	0%	100%	0	0
	Vehicles and Equipment				100%								0%	0%	100%	0	0
1	Dump Truck (Replace with used)	1985	80000	C	30%	$9,170	20	38	24,000	-18	5	28,504	100%	0%	0%	15,166	2,583
1	Mini Trackhoe	2020	80,000	C	30%	$22,245	15	3	24,000	12	13	37,535	100%	0%	0%	15,166	1,593
-	Backhoe	2014			30%			9		-9			0%	0%	100%	0	0
1	Skidder	2012	90,000	C	30%	$20,437	15	11	27,000	4	5	32,068	100%	0%	0%	17,062	2,906
1	Utility Trucks	2010	80,000	C	30%	$17,269	10	13	24,000	-3	1	24,840	100%	0%	0%	15,166	9,674
1	Utility Trucks	2014	80,000	C	30%	$19,110	10	9	24,000	1	2	25,709	100%	0%	0%	15,166	5,224
1	Utility Trucks	2015	80,000	C	30%	$19,600	10	8	24,000	2	3	26,609	100%	0%	0%	15,166	3,748
1	Utility Trucks	2015	80,000	C	30%	$19,600	10	8	24,000	2	3	26,609	100%	0%	0%	15,166	3,748
1	Utility Trucks	2022	89,000	H	30%	$26,700	10	1	27,368	9	10	38,605	100%	0%	0%	17,294	2,003
-	Utility Trucks (Lease)	2022			30%			1		-1	0		0%	0%	100%	0	0
1	Side by Side	2014	16,000	H	30%	$4,800	10	9	5,995	1	2	6,422	100%	0%	0%	3,788	1,305
1	Utility Truck	2013	80,000	C	30%	$18,632	15	10	24,000	5	6	29,502	100%	0%	0%	15,166	2,298
2	Utility Truck	2017	55,000	H	30%	$33,000	10	6	38,270	4	5	45,453	25%	0%	75%	6,046	1,030
					100%								0%	0%	100%	0	0
	Subtotal Replacement of Existing Capital Assets					$9,900,881			19,352,950			147,935,511	6%	40%	55%	1,021,354	170,268

Quantity	Asset	Year Acquired	Unit Cost (Current or Future)	Cost Type (C, F)	% Belonging to Water		Normal Estimated Life	Time to Complete	Estimated Current Cost	Planned Remaining Life	Estimated Remaining Life	Estimated Future Cost	Fund with Cash	Fund with Grant	Fund with Loan	Existing Reserves	Annual Reserve Required
	Replacement of Funded Project Assets																
	Mohave County ARPA Project												0%	0%	0%	0	0
2	Additional Vessels	2024	225,000	C	100%		30	1	450,000	31	32	1,353,018	5%	40%	55%	0	1,878
1	Pretreatment System	2024	80,000	C	100%		15	1	80,000	16	17	143,574	25%	0%	75%	0	1,988
1	Piping and Appurtenances	2024	60,000	C	100%		50	1	60,000	51	52	358,963	15%	40%	45%	0	850
							50				52		0%	0%	0%	0	0
							75				77		0%	0%	0%	0	0
1000	Treatment Yard Fencing	2024	30	C	100%		30	1	30,000	31	32	90,201	25%	0%	75%	0	626
1	12" Raw Water Transmission Line	2024	998,800	C	100%		50	1	998,800	51	51	5,773,463	5%	40%	55%	0	4,668
1	Replace wells 15 and 17 and treatment plant wells	2024	2,577,300	C	100%		50	1	2,577,300	51	51	14,897,823	5%	40%	55%	0	12,044
					100%								0%	0%	0%	0	0
	Subtotal Replacement of Funded Project Assets								4,196,100			22,617,042	5%	40%	55%		22,054

Enter Existing Reserves for Replacement of Funded Project Assets

Quantity	Asset	Year to be Purchased	Unit Cost (Current or Future)	Cost Type (C, F)	% Belonging to Water		Normal Estimated Life	Years to save	Estimated Current Cost			Estimated Future Cost	Fund with Cash	Fund with Grant	Fund with Loan	Existing Reserves	Annual Reserve Required
	Reserves for Additional Capital Assets																
-					100%		50						5%	0%	95%	0	
1	Fire Hydrants	2024	1,733,500	F	100%		50	1	1,672,828			1,733,500	5%	40%	55%	0	86,675
1	Sandhill Tank - 1MG	2024	3,983,400	F	100%		55	1	3,843,981			3,983,400	5%	40%	55%	0	199,170
1	Trailhead Well 1 and Jessop Ave Line	2025	3,254,020	F	100%		50	2	3,030,225			3,254,020	5%	40%	55%	0	81,047
1	Trailhead Well 2, Squirrel Canyon Tank (1MG), and Can	2028	3,952,100	F	100%		50	5	3,307,231			3,952,100	5%	40%	55%	0	38,933
1	University Ave Line	2030	326,000	F	100%		100	7	254,044			326,000	15%	40%	45%	0	6,830
1	Hildale Groundwater Project Phase 1	2032	3,691,800	F	100%		50	9	2,679,070			3,691,800	5%	40%	55%	0	19,902
1	Hildale Groundwater Project Phase 2	2036	4,220,100	F	100%		50	13	2,655,693			4,220,100	5%	40%	55%	0	15,513
1	Hildale Groundwater Project Phase 3 and Annexation Tr	2040	5,219,750	F	100%		50	17	2,848,486			5,219,750	5%	40%	55%	0	14,452
1	New Annexation Area Tank - 1MG	2042	3,658,500	F	100%		55	19	1,859,182			3,658,500	5%	40%	55%	0	8,994
	Subtotal Reserves for Additional Capital Assets								22,150,738			30,039,170	5%	40%	55%	0	471,516

Enter Existing Reserves for Additional Capital Assets

	Total Capital Reserves								45,699,788			200,591,724	6%	40%	55%	1,021,354	663,838

PURCHASE AGREEMENT

DATE: October 29, 2024 ("**Effective Date**")

PARTIES: **THE UNITED EFFORT PLAN TRUST dated November 9, 1942, as Amended and Restated on November 3, 1998 and Reformed on October 25, 2006**
PO BOX 840959
Hildale, UT 84784
Telephone: 435-874-1126
Email: jeff@ueptrust.com
("**Seller**")

HILDALE CITY, UTAH ("**Buyer**")

FIRST AMERICAN TITLE INSURANCE COMPANY
50 E 100 S, Suite 100
St. George, UT 84770
Attention: Jeff Barnes
Telephone: 435-673-5491
Fax: 866-877-4531
("**Title Company**" or "**Escrow Agent**")

PROPERTY: The Property is one parcel of approximately 0.24 acres of land located at 325 E. Newel Avenue, Hildale, Utah 84784, and is legally described as Short Creek Subdivision 9 AMD & Ext (HD) Lot 28, according to the official plat thereof on file and of record in the Washington County Recorder's Office [HD-SHCR-9-28] (referred to as "**Property**").

The parties agree as follows.

1. SALES PRICE AND PAYMENT TERMS

1.1. The purchase price ("**Purchase Price**"), regardless of the exact acreage of the Property, is $150,000.00. Such Purchase Price will be payable in immediately available funds at closing ("**Closing**," defined in Section 3.2). In addition to the Purchase Price, Buyer shall pay the Closing Costs, defined in Section 3.4.

1.2. Disbursements. Upon Closing, the Purchase Price paid by Buyer, less any costs payable hereunder by Seller, will be disbursed to Seller.

1.3. Release of Claims. As an essential element of the consideration given by Buyer to Seller for the Property, Buyer hereby waives and releases all claims, known or unknown, against Seller, the UEP Board of Trustees, their attorneys, accountants, advisors, employees, and agents.

2. TITLE, SURVEY, AND ENVIRONMENTAL MATTERS

2.1. Survey. Seller shall have no responsibility to provide Buyer with a survey of the Property. Buyer may, at its expense, order a survey of the Property. Notwithstanding the foregoing, no adjustment will be made to the Purchase Price due to any discrepancy between the acreage of the Property as reflected in a survey and the acreage as estimated above by the parties.

2.2. Water. No water rights are included with the Property in this transaction. Any and all water rights appurtenant to or heretofore used in connection with the Property are reserved to Seller.

2.3. Commitment for Title Insurance. Buyer may, at Buyer's expense, order a commitment for title insurance (the "**Report**") on the Property from Title Company.

2.4. Satisfaction of Due Diligence. Buyer's obligation to purchase the Property and pay the Purchase Price to Seller is not conditioned upon any inspection of the Property, or any approval of a lender, or any government entitlement approval, or the results of any appraisal of the Property. Buyer has made all investigations and studies which Buyer deems necessary to approve or disapprove of any matter relating to the Property, including without limitation, any matter regarding the status of title or the condition of the Property. All title matters contained within the Report are deemed approved by Buyer and are hereinafter referred to as the "**Permitted Exceptions.**" Buyer is taking title to the Property subject to all liens and encumbrances existing on the Property at the date of Closing, including all unpaid taxes, and without warranties of any kind as to the condition of the Property or improvements thereon.

2.5. Deed. At Closing, Seller shall convey title to the Property to Buyer (or such other designee specified by Buyer in writing prior to Closing) by special warranty deed ("**Deed**"), subject to no defects, exceptions, leases, rights of possession or occupancy, easements, encumbrances, covenants, conditions, restrictions, mining claims or liens, except (i) the Permitted Exceptions; and (ii) any additional matters accepted in writing by Buyer.

2.6. Title Policy. Buyer may, at Buyer's expense, purchase an ALTA standard coverage owner's policy of title insurance issued by Title Company (the "**Title Policy**") insuring Buyer that fee simple title to the Property is vested in Buyer, subject only to the permitted exceptions. Buyer shall pay the cost of the Title Policy and any additional premium for any extended coverage the Buyer may wish to obtain.

3. ESCROW; CLOSING; AND PRORATIONS

3.1. Escrow. An escrow for this transaction will be established with Escrow Agent, and Escrow Agent is hereby employed to handle the escrow. This agreement constitutes escrow instructions to Escrow Agent and Seller shall deposit a copy with Escrow Agent for this purpose. Should Escrow Agent require the execution of its standard form printed escrow instructions, Buyer and Seller shall execute the same; however, such instructions will be construed as applying only to Escrow Agent's employment, and if there are conflicts between the terms of this agreement and the terms of the printed escrow instructions, the terms of this agreement will control.

3.2. Closing Date. The Closing of this transaction and escrow (referred to in this agreement as "**Closing**") must occur within 60 days of the Effective Date. If Closing does

not occur within this time, Seller may cancel this agreement, whereupon approval of the sale by Seller's Board of Trustees will be deemed revoked and the Property may be offered for sale to another party. Closing will be deemed to occur upon the recording of the Deed with the County Recorder for Washington County, Utah.

3.3. Escrow Cancellation Charges. If escrow fails to close because of Seller's default, Seller shall pay for all customary escrow cancellation charges. If escrow fails to close because of Buyer's default, Buyer shall pay for all customary escrow cancellation charges. If escrow fails to close for any other reason (including without limitation, a failure to satisfy contingencies), Seller and Buyer shall each pay for onehalf of all customary escrow cancellation charges.

3.4. Closing Costs.

(a) Upon Closing, Buyer shall pay all costs of the escrow charges, including the entire cost of the Title Policy;

(b) ~~Buyer~~ SELLER shall pay all real property taxes and assessments due or past due on the Property;

(c) Buyer shall pay all past due rent and any other fees owed to Seller;

(d) Buyer shall pay all other costs of Closing.

3.5. Form 1099S. If applicable, upon Closing, Escrow Agent is hereby authorized and instructed to file Form 1099S with the U.S. Internal Revenue Service.

4. MATTERS RELATING TO THE ESCROW PERIOD

4.1. Possession. Legal right to possession of the Property will be transferred to Buyer upon Closing. Buyer acknowledges that (a) prior to the date of this agreement, third parties may have possessed or claimed a right of possession of all or a portion of the Property and, notwithstanding any prior eviction proceedings, third-parties may continue to claim such right; (b) Seller disputes such third party claims and contends that they are without merit; (c) after Closing, Seller will reasonably cooperate with Buyer in establishing Buyer's right to possession if necessary, provided that Seller shall not have any obligation to pursue legal action or to incur attorney's fees or related costs with respect to Buyer's establishment of possessory rights to the Property.

4.2. Risk of Loss. Seller shall bear the entire risk of loss or damage to the Property and all liability to third persons until Closing, upon which Buyer shall bear that risk and liability.

5. REPRESENTATIONS AND WARRANTIES

5.1. Seller's Covenants, Representations, and Warranties. Seller makes the following representations and warranties applicable to the Property, which are true and accurate as of the Effective Date and will be true and accurate as of Closing:

(a) Seller has full power and authority to enter into and perform its obligations under this agreement. The persons executing this agreement on behalf of Seller have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated hereby.

(b) This agreement and each document and agreement to be delivered by Seller at Closing, constitute a legal, valid and binding obligation of Seller, enforceable against Seller.

(c) Neither the execution of this agreement nor the performance hereof by Seller will result in a breach or violation of any law, rule, ordinance, or regulation, or of any judgment or order to which Seller is a party now in effect from any court or governmental body. Except as otherwise provided in this agreement, there are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in order to carry out the transactions contemplated by this agreement. The execution and delivery of this agreement and performance hereof by Seller will not conflict with, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under or result in the creation of any new, or the acceleration of any existing, lien, charge, or encumbrance upon the Property, or any indenture, mortgage, lease, agreement, or other instrument to which Seller is a party or by which Seller or any of its assets may be bound.

(d) Seller has no Knowledge and has not received any written notice that Seller is a party to any pending or threatened action, suit, proceeding or investigation, at law or in equity or otherwise, in, for or by any court or governmental board, commission, agency, department or officer arising from or relating to the Property or to the past or present operations and activities of Seller upon or relating to the Property; however, the parties acknowledge that (i) prior to the date of this agreement the Seller's Court-Appointed Special Fiduciary had been a party to or involved in multiple lawsuits in different State and Federal courts challenging his authority to dispose of or act with respect to Seller's assets; and, (ii) the validity of the Court's orders in the Utah Action granting the Special Fiduciary's powers with respect to Seller's assets have been upheld on appeal by the Utah Supreme Court and the United States Tenth Circuit Court of Appeals.

(e) Seller has no Knowledge and has not received any written notice that Seller or any party acting through Seller has caused any material violation of applicable environmental law, regulation, ordinance or order of any government entity, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, the Federal Toxic Substances Control Act, as amended, and any regulations promulgated thereunder, or any other federal, state or local laws relating to contamination of or adverse effects on the environment.

(f) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debt or relief laws which have been filed by Seller, or contemplated by Seller, or are pending in current judicial or administrative proceedings against Seller.

(g) Seller has no Knowledge, and has received no notice to the contrary, of any plan, study or effort of regulatory authorities which would materially affect the

use of the Property, or any portion thereof, for its intended uses or any intended public improvements which will result in any charge being levied against, or any lien assessed upon, or any special assessment lien on the Property or any portion thereof.

(h) Seller has no Knowledge of any pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof.

(i) Seller has not entered, and shall not enter into any contracts, options, or other obligations or rights for the purchase and sale of the Property, nor has Seller entered into any leases, rights of occupancy or first refusals or options to purchase the Property.

(j) No notices of violation of any governmental regulations relating to the Property have been received by Seller and, to Seller's Knowledge, no such violations exist.

(k) Seller has no Knowledge of any special assessments or charges which have been levied against the Property or any existing water, sewer or building moratoria on the Property.

(l) Seller will not, without the prior written consent of Buyer, consent to or convey any interest in the Property or subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights-of-way, or similar matters which cannot be eliminated on or prior to the Closing.

(m) To Seller's Knowledge, no portion of the Property is now being or has ever been used for the discharge or disposal of a pollutant or waste, for the treatment or disposal of refuse or sewage or for the operation of any underground storage tanks.

(n) To Seller's Knowledge, there are no wells, well sites, tanks (leech field, septic, underground storage or otherwise), or buried trash pits on the Property. There are no well, water rights or water or drainage agreements or obligations respecting the Property.

(o) To Seller's Knowledge, there are no boundary line disputes.

(p) To Seller's Knowledge, the information furnished by Seller to Buyer in accordance with the provisions of this agreement is true, complete and accurate and there is no material information or document not disclosed or provided by Seller to Buyer, directly or indirectly relating to the ownership or use of the Property.

The term "Seller's Knowledge" or similar terms used in this agreement mean the actual and personal knowledge of the members of Seller's Board of Trustees concerning the existence of such fact, without investigation or inquiry of any kind. "Seller's Knowledge" does not include constructive knowledge or information that may be imputed to Seller, its Executive Director, or members of Seller's Board of Trustees as a result of knowledge by any third person concerning the existence of such fact.

6. BROKERAGE

Both parties represent that no broker is involved in this agreement and each hereby agree to defend, indemnify and hold the other harmless for, from and against any and all brokerage commissions in connection with this transaction resulting from the indemnifying party's actions. This indemnity will survive Closing or the cancellation of this agreement.

7. CLOSING DOCUMENTS

7.1. Closing Documents. On or before Closing, Buyer and Seller shall each deposit into escrow all documents necessary to complete this transaction.

8. REMEDIES

8.1. Notice and Cure. If either party defaults in its obligations hereunder, the non-defaulting party may exercise its remedies hereunder only if the non-defaulting party gives written notice to the defaulting party in accordance with this agreement of the existence of such default and the defaulting party fails to fully cure the same within five business days after receipt of the notice.

8.2. Seller's Remedies for Failure to Close. Subject to the provisions of Section 9.6, if Buyer fails to close the transaction evidenced by this agreement, then Seller's sole and exclusive remedy for Buyer's failure to close will be to seek judicial enforcement of this agreement or sue for damages caused by Buyer's breach.

8.3. Buyer's Remedies. Subject to the provisions of Section 9.6, if Seller fails to perform when due any act required by this agreement to be performed, then, as its sole remedy in law or in equity, Buyer may cancel this agreement and the escrow, without further liability hereunder, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and Escrow Agent, or Buyer may enforce delivery of Seller's Deed through a suit for specific performance. Buyer shall not seek a claim for monetary damages against Seller arising from Seller's breach of this agreement.

9. GENERAL PROVISIONS

9.1. Binding Effect. The provisions of this agreement are binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

9.2. Attorneys' Fees. If any action is brought by either party with respect to its rights under this agreement, the losing party shall pay the prevailing party's reasonable attorneys' fees and court costs as determined by the court.

9.3. Waivers. A waiver of any provision of this agreement does not constitute a waiver of any other provision, whether or not similar, nor is any waiver a continuing waiver. Except as expressly provided in this agreement, no waiver is binding unless executed in writing by the party making the waiver. Either party may waive any provision of this agreement intended for its benefit; provided, however, such waiver in no way excuses the other party from the performance of any of its other obligations under this agreement.

9.4. Time. Time is of the essence with respect to this agreement.

9.5. Notices.

(a) Notices must be in writing and be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, or by express delivery service, freight prepaid, in each case to Seller and Buyer at the addresses set forth on the first page of this agreement or at such other address as a party may designate in writing. The date

notice is given is the date on which the notice is delivered, if notice is given by personal delivery, or the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail or by express delivery service. Notice will be deemed to have been received on the date on which the notice is delivered, if notice is given by personal delivery, or one business day after deposit with the express delivery service if notice is sent by express delivery service, or three calendar days after deposit in the mail if notice is sent through the United States mail. A copy of any default notice given to a party must also be given to Escrow Agent by regular mail.

(b) A copy of each notice to Seller must also be sent by regular mail to:

Zachary T. Shields
Strong & Hanni
9350 South 150 East, Suite 500
Sandy, Utah 84070

9.6. Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this agreement.

9.7. Time Periods. Except as expressly provided for herein, the time for performance of any obligation or taking any action under this agreement expires at **5:00 p.m. (Utah time)** on the last day of the applicable time period provided for herein. If the time for the performance of any obligation or taking any action under this agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will extend to the next day that is not a Saturday, Sunday, or legal holiday.

9.8. Headings and Counterparts. The headings of this agreement are for reference only and do not limit or define the meaning of any provision. This agreement may be executed in any number of counterparts, each of which will be an original but all of which shall constitute one and the same instrument. Facsimile signatures and pdf-format images of signatures transmitted via email will have the same force and effect as original signatures.

9.9. Agreement Binding Only Upon Execution. The delivery of this agreement in unexecuted form by Buyer or Seller does not constitute either an agreement or an offer. This agreement is binding only upon execution by both parties.

9.10. Entire Agreement. This agreement constitutes the entire agreement between the parties. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this agreement. No supplement, modification or amendment of this agreement is binding unless in writing and executed by Buyer and Seller.

9.11. Disclosure. The parties may disclose this agreement to any board, official, officer, party or person as the parties or their counsel may determine is necessary, including entry into any public record and disclosure at any public meeting or hearing.

9.12. Construction and Jurisdiction. The laws of the state of Utah govern all matters arising out of this agreement, including the interpretation, construction and enforcement of this agreement. Venue lies in the Fifth District Court in Washington County, Utah. Each party has either consulted with or knowingly chosen not to consult with legal counsel regarding this

agreement, such that each party is deemed to have negotiated this agreement and no provision will be construed against the other party as the drafting party.

9.13. No legal advice. Buyer has either consulted with legal counsel regarding its rights and duties under this agreement or has knowingly chosen not to seek such advice. Buyer is not relying on Seller or Seller's attorneys for legal advice regarding Buyer's duties and rights under this agreement or the interpretation of any provision herein.

Seller, Buyer, and Recipient have executed this agreement as of the Effective Date above.

SELLER:

UNITED EFFORT PLAN TRUST

By: _____
Jeff J Barlow
Executive Director

BUYER:

HILDALE CITY, UTAH

By: ERIC DUTHIE
Title: CITY MANAGER

First American Title™

Jeff Barnes
First American Title Insurance Company
50 East 100 South, Suite 100
St. George, UT 84770
Phone: (435)673-5491
Fax: (866)877-4531
Email: TeamBarnes@firstam.com

October 30, 2024
File No: 363-6334452

Re: Buyer: Hildale City, Utah
Property: 325 E Newel Ave
Hildale, UT 84784

Welcome!

We are pleased to be working with you and your Realtor to close the purchase of the above referenced property. My name is Jeff Barnes, and I will be your escrow officer. My goal is to provide you with the best possible service, please contact either myself or my assistant at any time if you need information or have any questions about your transaction. Please note that your file number and our contact information are listed above.
Our escrow team will be working closely with all parties involved to complete your transaction, including: the Realtor and the Lender. Working as a team will ensure an accurate and timely closing.

What Happens Now?

Commitment for Title Insurance: Our Customer Service Department opens a new order for a title search on the property. Once complete, you or your agent will receive a Commitment for Title Insurance. Please review this information carefully and retain a copy for your files.
Real Estate Purchase Contract (REPC): The earnest money contract / sale agreement is received by the escrow officer
Lender: According to our records, your lender is . If you change lenders during this transaction, please call our office immediately. Also, please give our name and phone number to your new lender.
Homeowners' Insurance: If you are getting a new loan, you will be required to provide a new Homeowner's Insurance Policy prior to the close of Escrow. You should select your agent and provide them with the information needed to write your policy as soon as possible.
Closing Figures: We will contact you or your agent prior to closing to give you the amount to be deposited into our trust account. **If a loan is part of your transaction, our ability to provide you with this figure is dependent upon our receipt of your loan package from your Lender.**
Appointment and Signatures: Once the loan has been approved, the lender will contact myself or my assistant to coordinate the closing date. An appointment will then be scheduled for you to sign documents in our office.
Closing Documents: The lender's instructions and documents are sent to the escrow officer (preferably 1 day prior to closing).
Settlement Statements: The escrow officer prepares the Settlement Statement and delivers a copy to the lender and agent for approval.
Closing: The closing is completed and all necessary documents are signed.
Lender Approval: The signed documents are sent back to the lender for approval (typically 24 hour approval required). The lender then calls the escrow officer to give approval for the recording of all documents and wires the loan proceeds to our trust account.
Recordation of Documents: Documents are recorded at the County Recorder's office.
Disbursement: Funds will be disbursed (if any) following Recordation.



First American Title Insurance Company
50 East 100 South, Suite 100
St. George, UT 84770
(435)705-7361
Fax: (866)877-4531

File: 363-6334452

Hildale City, Utah

Important Facts to Help Reduce Cyber Risk

Real estate transactions are frequently targeted for cyber fraud. Parties to transactions can take steps to reduce the risk of falling victim. Here are some important facts you should know:

Settlement Agent banks with First American Trust, FSB, ABA #122241255. Your escrow officer's email address is TeamBarnes@firstam.com and any instructions sent from an email address with a different email domain that directs you to send funds elsewhere may be fraudulent. Prior to wiring your funds, contact us at (435)673-5491.

With cyber-fraud on the increase, we suggest you mail, use an overnight service or hand-deliver any items containing banking or other private information and not send via email.

See more information and resources on our website at https://www.firstam.com/security-and-privacy/.

First American Title™

Register for First American's Transactions Portal

First American is proud to announce that we now provide a Transactions portal where you can send secure messages, eSign opening documents, receive documents, view transaction status and provide information needed to process your transaction with us.

We strongly encourage you to utilize our Transactions portal. Please contact your Escrow Officer and provide your email address and phone number so that we can send you a link to register.

All of the information needed within the opening package can be provided through the Transactions portal.

For security reasons, do not email us your phone and email address but please call us with this information.

Call your Escrow Officer and/or the team at:

Jeff Barnes (435)705-7361
Christi Lincoln (435)705-7365

File No: 363-6334452 (JB)

Thank you for working with First American Title.



Jeff Barnes

(435)673-5491

Keep My Name in Your Contacts!

Feel free to call at any time in the future if you have questions or need assistance.

Repeat customers are critical to our success. If I have earned your business with excellent service, please keep my name and pass it to your Realtor or Loan Officer and request that I close your next transaction.

Other important information to note is:

Identification: For notarization purposes, and to satisfy the lender's requirements, you must bring two current forms of identification to the closing. One must be issued by a federal or state government with your picture, signature and physical description, and the second can be a Social Security card, Costco card, or other current ID with a picture.

Possession and Keys: These items are not handled by the Escrow Agent/Title Insurer. Possession dates and delivery of keys are part of the many services handled by your professional Real Estate Agent.

Utilities: You will be responsible to contact all applicable Utility companies to initiate service once you have taken possession of the property. A list with contact information for applicable Utility companies is available from your escrow officer.

Closing Funds: The Good Funds Law requires that all title companies adhere to guidelines set forth by the State of Utah Insurance Department. In the event that funds are required from you at close of escrow, please note that wire transfers are highly recommended. Please contact your escrow officer shown below for wiring instructions.

Jeff Barnes

(435)673-5491

Want to know more? Do you have questions about:
What is Title Insurance?
What is Escrow?
What to Expect at Your Signing?

Visit: www.firstam.tv to see informative videos explaining what to expect as your transaction moves forward.

Confidentiality: Through the title search and closing process, we may have access to information that would be considered personal or confidential. As is explained in First American's Privacy Policy (see copy attached), you can be assured that we are committed to safeguarding this information. You can also call at any time if you have any questions about confidentiality.

We value the trust you have placed in us and look forward to meeting you soon.

First American Title™

First American Title Insurance Company
50 East 100 South, Suite 100
St. George, UT 84770
(435)705-7361
Fax: (866)877-4531

To: **First American Title Insurance Company "Escrow Holder"**
Jeff Barnes, Escrow Officer

File No.: **363-6334452**
Date: **October 30, 2024**

Re: **325 E Newel Ave, Hildale, UT 84784, "Property"**
Hildale City, Utah, "Buyer"
United Effort Plan Trust, "Seller"
Collectively, "Parties"

Purchase/Sale Settlement Instructions

This document contains the Buyer's and Seller's (the "Parties") agreed-upon instructions to the Settlement Agent (also known as and referred to as "Escrow Holder", "Escrow Agent" or "Closing Agent" in documents used in this transaction) for providing settlement services in addition to the issuance of title insurance. If applicable, this document may be modified by state-specific supplemental Settlement Instructions.

Settlement Agent is either a direct operation or wholly owned operation of First American Title Insurance Company, a national title insurance underwriter.

Settlement Agent may decline to provide settlement services if no title insurance policy is to be issued.

Important Facts to Help Reduce Cyber Fraud Risk

Real estate transactions are frequently targeted for cyber fraud. Parties to transactions can take steps to reduce the risk of falling victim. Here are some important facts you should know:

- **Settlement Agent banks with First American Trust, FSB ABA Routing Number 122241255. Your escrow officer's email address is TeamBarnes@firstam.com and any instructions sent from an email address with a different email domain that directs you to send funds elsewhere may be fraudulent. Prior to wiring your funds, contact us at (435)673-5491.**
- **Parties requesting that funds be wired will be asked to provide accurate and complete instructions prior to closing.**
- **Any changes to a party's wiring instructions must be verified in person.**

Split or Bi-Furcated Closing Disclosure

This transaction is in a state that has a practice of "split closings" or closings that are handled by two different title/escrow companies. If this is a split closing, the Party for whom the Settlement Agent is handling this transaction understands that the other Party ("Other Party") may not receive a copy of this instruction and will not be asked to sign it; statements regarding the Other Party are included only for the purpose of describing the scope of our services. The settlement agent handling the Other Party's closing may perform some of the listed services.

A. Settlement Agent Responsibilities

Settlement Agent's obligations and responsibilities are limited ***only*** to those it has agreed to in writing and as required to comply with applicable laws. No other obligation or duty will be assumed or implied.

B. Parties' Instructions to Settlement Agent

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The Parties instruct and authorize Settlement Agent to perform the following services to complete and process the settlement of the purchase and sale of the Property pursuant to a real estate purchase contract that has been provided to the Settlement Agent by the Parties:

- Order a title insurance commitment or preliminary report for the purpose of issuing a policy or policies (collectively the "Policy") of title insurance upon the completion of the sale and transfer of the Property to the Buyers. The Policy to be issued to Buyer and/or Buyer's lender(s) will be issued by a title insurance company ("Title Insurer") that may be the Settlement Agent or an affiliated company.
- Deposit funds presented into Settlement Agent's general escrow account. This account is non-interest bearing but may provide certain benefits to the Settlement Agent if permitted by applicable law.
- Obtain payoffs of loans, liens and assessments shown in the title insurance commitment or preliminary report that are to be paid as part of the settlement or as required to issue the Policy.
- Prepare a settlement statement itemizing charges to the Parties, including:
    - invoices submitted by or on behalf of the Parties;
    - payoff demands submitted by any person having a lien or interest in the Property;
    - property taxes, property owner's association dues and/or rents;
    - prorations of property taxes or other items between the Parties such as property owner's association dues, rents, or deposits;
    - fees and charges due to Settlement Agent and the Title Insurer;
    - fees due to a lender;
    - fees due pursuant to the contract or other instructions provided by the Parties;
    - other items that are part of this transaction.
- Adjust prorations based on the actual settlement date without further instruction from the Parties. Any adjustments or re-prorations after closing will be made between the Parties without Settlement Agent's involvement.
- Prepare or select a provider to prepare needed documents, including deeds, mortgages and deeds of trust, as permitted by law if customary in the property jurisdiction.
- Deliver copies of documents it receives to real estate agents, mortgage brokers, lenders and attorneys identified in the transaction in relation to their role. Documents delivered to an agent, attorney, or representative of any Party, or to a Party that is registered with our Transactions portal to the portal, will be deemed delivered to the Party.
- Coordinate with the Buyer's lender(s), if any, including providing requested information, and receiving and processing loan documents.
- Share taxpayer identification numbers of the respective Parties if required for federal withholding purposes, or in relation to financing provided by the Seller for the benefit of the Buyer's purchase of the Property.
- Make non-material corrections to documents, such as correction of typographical errors.
- Once all conditions precedent are satisfied, released, approved or waived, proceed to close the transaction absent written instructions to the contrary provided prior to the disbursement of funds or recording of documents.
- Deliver and disburse funds and documents to the Parties at the addresses provided.
- Deliver for filing with the appropriate government entity, documents delivered by the Parties to transfer and/or encumber the title to the Property.
- Deliver or cause to be delivered the Policy containing the exceptions shown on the title commitment or preliminary report other than those being paid or released in this transaction, and deeds of trust, mortgages or other voluntary liens, encumbrances or other restrictions or agreements executed or agreed to by Buyer in this transaction, subject to terms, provisions and conditions of the Policy.
- May, in its sole discretion, hold funds for title curative matters for which it does not have a final amount available to pay at time of closing.
- Report the sale to the IRS via form 1099-S with the Seller's U.S. taxpayer identification number (provided by the Seller) unless the Seller can prove an exemption from reporting. Settlement Agent may report the sale under federal regulations, even if the Seller claims an exemption.
- Submit payment and required forms for any state income tax withholding obligations of the Buyer from the Seller, resulting from the sale of real property if and as required by law.
- As a courtesy, issue payment for federal income tax withholding obligations of the Buyer from the Seller, due as a result of the sale of real property by a foreign seller per FIRPTA. ("FIRPTA" is the Foreign Investment in Real Property Tax Act of 1980, a United States tax law that imposes income tax on foreign persons disposing of US real property interests. Purchasers of real property interests sold by a foreign person are required to

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withhold tax on payment for the property. The amount of withholding may vary and purchasers may be liable if the withholding is not paid timely to the IRS.)
- Retain records of transactions in accordance with Settlement Agent's record retention policy.
- Provide other services as may be required by law or specified in written instructions by the parties and agreed to by Settlement Agent in writing.

C. Parties Obligations and Responsibilities

The Parties agree:

- to execute documents required to complete the transaction and issue the Policy;
- to provide any additional instructions to Settlement Agent or modify existing instructions to Settlement Agent ***in writing***;
- to disclose in advance to Settlement Agent any deposits of funds to be made by third parties, such as gift funds; all such deposits are subject to Settlement Agent's acceptance of the funds and conditions and terms to be specified by Settlement Agent including providing contact information for any third-party depositors, furnishing their government issued identification, taxpayer identification (social security) number, address and occupation, and signing separate instructions regarding deposit and use of their funds;
- to notify Settlement Agent of any error or omission in the settlement statement immediately upon receipt;
- to comply with cancellation requirements of the Settlement Agent including payment of any service or cancellation fees required by Settlement Agent or applicable law;
- to make up any shortages in funds due from the respective Party inadvertently omitted by the Settlement Agent or as a result of incorrect amounts shown on the settlement statement; and if any documents do not accurately contain all of the agreed terms of the transaction due to an error by Settlement Agent, any of the Parties, or others, the Parties will execute new documents to correct the error upon request by the other Party or Settlement Agent.
- Parties will deposit funds in a timely manner, pursuant to contract terms, in the form of payment acceptable to Settlement Agent which payment must be made in compliance with the respective state's good funds laws; payments made in any manner other than via wire transfer may delay final closing while Settlement Agent verifies the payment.
- Buyer will be the withholding agent as prescribed under FIRPTA if the seller is subject to federal withholding; and
- at closing, after review of the title commitment or preliminary report, Seller will represent and warrant that all outstanding bills on the Property are paid current, and that there are no liens on the Property, and there are no tenants or parties in possession of any of the Property, except as disclosed in the title commitment or preliminary report. Seller also agrees not to borrow any more funds from a line of credit secured by the Property and authorizes Settlement Agent to close the line of credit on Seller's behalf.

D. Parties Acknowledge Limits of Settlement Agent Responsibilities

As the Settlement Agent's obligations are limited to the specific matters described above, unless otherwise provided for in these Instructions, the Parties and their agents will also be responsible for:

- obtaining their own legal, tax or financial services for which a license is required;
- obtaining fire, hazard or liability insurance from an insurance company or agent of Buyer's choice.
- coordinating delivery of possession (including keys) after closing;
- verifying the condition of the Property and the completion or sufficiency of repairs;
- tracking contract contingencies;
- handling personal property issues such as transferring title to equipment, fixtures and other personal property, clearing any loans or liens on those items, and payment of personal property taxes;
- transferring utilities;
- paying bills not secured by the Property other than those shown on the settlement statements (if payment of an unsecured debt or bill not associated with the transaction is required by the Buyer's lender, additional instructions are to be executed by buyer);
- resolving conflicting instructions between the Parties before Settlement Agent closes the transaction;
- paying or prorating any post-closing retroactive property tax assessment not insured against by the Policy including reassessment in value, change in land usage, including changes caused by natural disasters,

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construction of new improvements, failure to timely remove property tax exemptions, or loss of any homestead status; and
- Buyer acting as the withholding agent under FIRPTA.

E. Other Agreements of Parties

Copies of Documents; Electronic Signatures, Executed in Counterpart: Settlement Agent is authorized to rely upon a copy of any document as if it were an original, may agree to accept electronically signed documents, and may rely on documents executed in counterpart. If requested, original documents shall be delivered to Settlement Agent, which may withhold performing escrow functions such as providing documents or funds due to the party until the requested original documents are delivered to Settlement Agent. Documents to be recorded MUST contain original ink signatures unless use of a digital original has been approved in advance.

Remote Online Notary (RON) Authorization: Any document for use in this transaction may be executed electronically and any document, including deeds, mortgages, or deeds of trust that requires notarization, may be executed and notarized digitally using a notary in a state where there is a currently effective RON law.

This authorization permits, but does not require, electronic execution of documents or notarization via RON and is subject to requirements of Settlement Agent and Title Insurer. This authorization is contingent upon the governmental recorder of the Property accepting RON notarized documents for recording in electronic or paper form.

Additional Fees for Third Party Services: Settlement Agent may incur additional costs for services performed by third parties. The fees charged by Settlement Agent for such services including, but not limited to, wire transfers, overnight deliveries, messengers or other third-party services, may include a markup to cover costs incurred by the Settlement Agent, if and as permitted by applicable law.

Payoffs to Lenders/Lienholders: Payoffs of existing loans or liens may be made as required by the lender. Payoffs may include additional days of interest to account for delivery. Certain payments, such as home equity line of credit payoffs, may require additional time to process. Settlement Agent will not be responsible for obtaining a refund of any overages or return of escrow account balances.

Property Survey Matters: The title insurance commitment or preliminary report may disclose a standard policy survey exception, which will show on the Policy unless a survey meeting Settlement Agent's or government requirements is provided to the Settlement Agent prior to closing. Any encroachments or other matters disclosed on a survey may be added as additional exceptions on the Policy.

Indemnity, Hold Harmless and Limit of Liability: The Parties agree to indemnify and hold Settlement Agent harmless from any loss or damage arising from or pertaining to the Parties' conduct, requirements, action or inaction regarding the matters addressed herein or for any other loss or damage that is not caused by Settlement Agent. Settlement Agent's sole responsibility arises under the instructions given to and agreed to by Settlement Agent. **The Parties further waive any special, incidental, punitive or consequential damages arising out of or in connection with the instructions given to Settlement Agent.**

Interpleader Action: In the event of a dispute that may limit or affect Settlement Agent's performance or duties to provide its escrow services or any time after escrowed funds become dormant as determined by Settlement Agent, Settlement Agent may, AT ITS SOLE DISCRETION, file an action in interpleader, or file any other appropriate and necessary action, and deposit the escrowed funds with the clerk of the court. All costs, fees and expenses including attorney's fees incurred by the Settlement Agent in an action may be deducted from the escrowed funds held prior to or upon depositing any of the remaining escrowed funds with the clerk of the court. Upon filing of an action in interpleader, or other appropriate and necessary action, the Settlement Agent will be deemed fully released and discharged from any obligations, duties or requirements imposed by these or other instructions given to Settlement Agent. This paragraph does not limit any interpleader or other rights Settlement Agent may have under applicable law.

State Escheatment Requirements: Settlement Agent may forward any balance of escrowed funds held to the applicable state agency or department requiring the disposition or handling of unclaimed property pursuant to the applicable state's unclaimed property act or administrative rules (known as escheatment). Once funds have been

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escheated, it may be necessary for the Parties to file a claim with the State in order to receive the escheated funds. Settlement Agent will have no further duty with respect to the funds or to assist with any Party's claim to receive the funds.

Force Majeure: Settlement Agent shall not be liable for a failure or delay in performing any of its obligations to the extent that such failure or delay is due to causes beyond the reasonable control of the Settlement Agent, including but not limited to: (a) unusually severe weather or other acts of God; (b) fire, explosion or earthquake; (c) war, invasion, terrorism, riot or other civil unrest; (d) governmental laws, orders, restrictions, embargoes or blockages; (e) national or regional emergency; (f) highly infectious diseases, epidemics, pandemics; (g) injunctions, strikes, lockouts, or other industrial disturbances, (h) inability to obtain or use necessary transportation, power or infrastructure, (i) inability to obtain or use necessary products or materials, (j) cyber or ransomware attacks, unavailability of communications, data, or computer systems resulting from unauthorized actions or activity, business cessation, failure of any financial institution, or other forms of business interruption, or (k) other causes whether similar or dissimilar to the foregoing ("force majeure").

F. Dispute Resolution: Please read this arbitration provision carefully. It requires the resolution of disputes by arbitration on an individual basis rather than by jury trials or class actions.

(a) The Parties acknowledge that they are entering into this arbitration agreement in connection with escrow services related to a real estate transaction. The Parties agree that all disputes and claims involving Settlement Agent that arise out of or relate to the escrow services in any way must be resolved by arbitration. This arbitration agreement is intended to be broadly interpreted, and the obligation to arbitrate includes disputes or claims brought by or against the Parties' respective affiliates, owners, agents, employees, representatives, predecessors, successors, assigns, and any beneficiaries of the escrow services, such as those with an interest in the underlying real estate transaction or who are or intend to be occupants, tenants, or owners of the property. Notwithstanding the foregoing, any party may bring an individual action in small claims court, so long as the action remains in that court. Any dispute as to the arbitrability of claims or the scope or enforceability of this arbitration provision, or as to the interpretation of paragraph (d) below, is for the court to decide. The services provided by Settlement Agent evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of the Escrow.

(b) Arbitration Procedures. The arbitrator shall be bound by the terms of this arbitration provision. The arbitration will be governed by the Commercial Arbitration Rules or, where applicable, the Consumer Arbitration Rules (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The AAA shall administer the arbitration. If the AAA is unavailable, the arbitration will be administered by another arbitration provider that the Parties agree to or that the court selects. Arbitrators may consider but shall not be bound by rulings in prior arbitrations involving different customers. Arbitrators shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law. Unless the Parties agree otherwise, any in-person arbitration hearings shall be in the county in which the underlying real estate at issue in the transaction is located.

(c) Arbitration Costs. The Settlement Agent will pay all AAA filing, administrative, and arbitrator fees for any arbitration that the Settlement Agent commences. If another party commences arbitration and the value of that claim is $75,000 or less (to either party), the Settlement Agent will pay all AAA fees. If, however, the arbitrator finds that the substance of such a claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA fees shall be governed by the AAA Rules.

(d) Prohibition of Class or Representative Actions and Non-Individualized Relief. UNDER THIS AGREEMENT, ANY CLAIM MUST BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS A PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless all Parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. The arbitrator may award any relief that a court could award, so long as the relief is individualized to the claimant and would not affect other persons. No party may seek non-individualized relief that would affect persons other than the Parties themselves. If a court decides that

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applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or request for a particular remedy (such as a request for injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this agreement.

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Buyer(s):

Hildale City, Utah

By:_____
Name: Eric Duthie
Title: City Manager

Seller(s):

United Effort Plan Trust dated November 9, 1942, as Amended and Restated on November 3, 1998 and Reformed on October 25, 2006

_____
Jeff J. Barlow, Executive Director

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Purchase/Sale Settlement Instructions - Supplemental - Utah

These instructions are not intended to alter, modify or change the purchase contract and/or Purchase/Sale Settlement Instructions between the parties, with any addendums/amendments thereto, for the above referenced Property except with respect to the following:

Water Rights: Settlement Agent shall not be responsible for the transfer of water rights or shares unless specifically instructed by the parties.

☐ Water rights/shares #_____ are excluded from this transaction

☐ Water rights/shares #_____ are included in this transaction and are being transferred pursuant to separate written instructions

☐ No Water rights/shares are being transferred in connection with this transaction

Real Property Taxes: The Parties agree that the proration for general property taxes as provided in the settlement statements was calculated as indicated below. Accordingly, the Parties hold Settlement Agent harmless from any liability or damages caused by an inaccurate proration for general property taxes assessed for the current year if information is unavailable.

☐ Taxes have been prorated based upon the tax amount for the prior tax year and are to be readjusted by and between the Buyer and Seller when the present year's tax notice is available.

☐ Taxes have been prorated based upon an estimate for the current year and are to be readjusted by and between Buyer and Seller when the present year's tax notice is available.

☐ Taxes have not been prorated through escrow and are to be adjusted by and between Buyer and Seller outside of closing.

☐ Taxes have been prorated based on the tax amount for the current tax year and the proration is being considered a **FINAL** statement.

GAP INDEMNITY: In consideration of the Title Insurer issuing its policy(ies) of title insurance contemplated by the Commitment without making exception therein of matters which may arise between the most recent effective date of the Commitment (the last date upon which the search of title is effective) and the date the documents creating the interest being insured have been filed for record (the "Gap Period"), which matters may constitute an encumbrance on or affect the title, Seller agrees to promptly defend, remove, bond, or otherwise dispose of any encumbrance, lien, or objectionable matter to title (collectively, "Title Objection(s)") which may arise or be filed, as the case may be, against the Property during the Gap Period, and to hold harmless and indemnify the Title Insurer against all expenses, costs and reasonable attorney fees which may arise out of its failure to so remove, bond, or otherwise dispose of any Title Objection(s).

CANCELLATION OF ESCROW: Any party desiring to cancel this escrow shall deliver written notice of cancellation to Settlement Agent. Within a reasonable time after receipt of such notice, Settlement Agent shall send by regular mail to the address provided by the Parties, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Settlement Agent by a party within 10 days after date of mailing, Settlement Agent is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Settlement Agent, Settlement Agent is authorized, at its option, to hold all funds and documents in escrow (subject to the funds held fee) and to take no other action until otherwise directed by either the Parties' mutual written instructions or a final order of a court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the contract, Settlement Agent's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Settlement Agent and all documents and remaining funds held in escrow shall be returned to the Parties depositing same.

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Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at https://www.firstam.com/privacy-policy/, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found here.

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit https://www.firstam.com/privacy-policy/.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit https://www.firstam.com/privacy-policy/.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

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International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Policy: We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit https://www.firstam.com/privacy-policy/.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

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ARIZONA STRIP LANDFILL CORPORATION

2024
HILDALE/COLORADO CITY COMMUNITY FALL CLEAN-UP!

WE ARE OFFERING ANOTHER FALL CLEANUP!

All residents are encouraged to clean yards and surroundings *Construction material (Sheetrock, concrete etc...) will be charged normal rate ($31 a ton) *

WHEN

Week of November 4th – 8th

Monday-Friday 9 AM-4:00 PM, UT TIME

WHERE

The Cities will have roll offs positioned for the public to use. One near each City office.

Hildale City Hall address:

320 East Newel Avenue

Colorado City Town Hall address:

25 South Central Street

The Landfill is open every week Monday, Tuesday, Wednesday, Thursday, and Friday from 9:00 am until 4:00 pm, UT Time.

**The Landfill will not be open Saturday

FREE DUMPING!

City residents can haul Household and yard debris to the Landfill during this week free of charge with proof of residency, such as a utility bill.

*Construction material (Sheetrock, concrete etc..) will be charged normal rate ($31 a ton) *

SPONSORS

*Arizona Strip Landfill Corporation
*Hildale City
*Town of Colorado City

QUESTIONS?

Call the Arizona Strip Landfill at 928-875-9168

*All loads taken to the Landfill must be secured & covered. The Landfill does not accept tires, asbestos, paint, oil/fuel, medical waste, or any liquid waste. Each load is subject to inspection and accepted upon these terms *

435-874-2323
435-874-2603
www.hildalecity.com

Hildale City Corporation

RESOLUTION NO. 2024-11-001

A RESOLUTION REQUESTING ADMISSION TO THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, Hildale City Corporation is authorized to employ personnel on a full-time basis; and

WHEREAS, it is in the public interest to provide benefits authorized by Utah state law for the personnel by the City; and

WHEREAS, it is the intent of the City Council to approve and authorize coverage under Public Employees' Retirement Systems for Hildale City personnel.

NOW THEREFORE, be it resolved by the City Council of Hildale City, Utah that the City Manager, City Recorder, and Mayor are authorized to undertake all of the necessary actions to enroll the City in the benefit programs of the Public Employees' Retirement Systems offered by Utah Retirement Systems, including the retirement coverage and death benefit coverage for qualified employees under the laws and regulations of the Utah Retirement Systems.

ADOPTED by the City Council of Hildale City, Utah, this 6th day of November 2024.

Hildale City Corporation

VOTING:

Council Member Dutson	Yea ___ No ___
Council Member Holm	Yea ___ No ___
Council Member Musser	Yea ___ No ___
Council Member Merideth	Yea ___ No ___
Council Member Stubbs	Yea ___ No ___

_____
Donia Jessop, Mayor

SEAL

ATTEST:

_____
Sirrene Barlow, Recorder

435-874-2323
435-874-2603
www.hildalecity.com

Mayor: Donia Jessop
Councilmembers: JVar Dutson, Brigham Holm, Luke Merideth, Terrill Musser, Darlene Stubbs
City Manager: Eric Duthie

Utah Retirement Systems
PO Box 1590
Salt Lake City, Utah 84110-1590
801-366-7318
800-753-7318
801-366-7759 Fax

PERSONNEL AUTHORIZATION

INSTRUCTIONS:
1. An Employer Representative should complete this form with each person being authorized.
2. Notify your web administrator to remove website accesses for person(s) listed in Section D, as appropriate.
3. Confirm all required signatures are included in Section E.
4. Keep a photocopy of this form for your records; mail or fax the original to URS.

SECTION A - EMPLOYER INFORMATION (Please type or print clearly in black ink.)

Employer Name (State agency name, if applicable)	Employer Number	Agency Number (if applicable)

SECTION B - AUTHORIZED PERSONNEL

Name of Person Being Authorized	Title	Phone Number
		- -
Mailing Address for Correspondence	E-mail Address	
City / State / Zip		Fax Number
		- -

The person named above is authorized to represent the employer regarding the following retirement systems:

☐ **Public Employees'** ☐ **Public Safety** ☐ **Firefighters'** ☐ **Judges'**

SECTION C - CONTACT FUNCTIONS

Designate one person only, if any, as a contact for the functions listed below. A new authorization cancels a previous authorization for these functions.

- ☐ Executive administrator (AD)
- ☐ Business administrator (BA)
- ☐ Receives contribution billings (BL)
- ☐ Receives contribution credit notices (CK)
- ☐ Chief of police or sheriff (CP)
- ☐ Provides contribution information and payments (CR)
- ☐ Receives payroll deductions notices (DC)
- ☐ Fire chief (FC)
- ☐ Information technology applications interface (IT)
- ☐ Receives long-term disability notices (LT)
- ☐ New hire contact (NH)
- ☐ Receives public safety certification requests (PS)
- ☐ Receives verification of termination requests (VT)
- ☐ Website access administrator (WA)

Designate one or more persons, if any, as a contact for the functions listed below. Complete Section D below to cancel any previous authorizations for these functions.

- ☐ External accountant or accounting service (AC)
- ☐ Provides and receives requests for employee benefit plan coverage dates, hours worked, pay rates and eligibility status (SR)

Designate one or more persons as a contact to receive the URS materials listed below. Complete Section D below to cancel any previous authorizations for these functions.

- ☐ *Employer's Guide* (EG)
- ☐ *The Inside Story* (IS)
- ☐ Quarterly retirement counseling schedule (QC)

SECTION D - PERSONNEL AND FUNCTIONS TO BE REMOVED AS AUTHORIZED

* Your web administrator must remove website accesses that no longer apply to persons listed in this Section.

Name of Person and/or Function(s)	☐ All functions* ☐ Only Function Codes:
Name of Person and/or Function(s)	☐ All functions* ☐ Only Function Codes:

SECTION E - SIGNATURES

Signature of Newly Authorized Person		Date (mm/dd/yyyy)
Signature of Employer Representative	Title	Date (mm/dd/yyyy)

Utah Retirement Systems
PO Box 1590
Salt Lake City, UT 84110-1590
801-366-7720 | 800-688-4015
www.urs.org **Fax:** 801-366-7445 | 800-753-7445

BENEFIT PROTECTION CONTRACT REQUEST

INSTRUCTIONS:

1. Use this form to select benefit protection you, as the employer, elect to offer to your employees through URS through either long-term disability, workers' compensation benefits or both pursuant to Utah Code Section 49-11-404. This request must be approved by URS. *Please note that under Utah Code Sections 49-14-602, 49-15-602 and 49-23-602 (effective July 1, 2022) it is mandatory to have this coverage in place for Tier 1 Public Safety Service Employees and Tier 2 Public Safety and Firefighter Service Employees.
2. If you choose to offer benefit protection through a long-term disability plan, you must submit your long-term disability insurance policy to URS Employer Services for review and acceptance. The long-term disability program benefits must be substantially similar to the PEHP Long-Term Disability Program.
3. There is no additional cost for maintaining a disability benefit protection contract for Tier 1 employees because the funding is paid through the Tier 1 contribution rates you pay to URS every pay period (except for Tier 1 Firefighter Service Employees). The cost for a benefit protection contract is not paid through Tier 1 Firefighter or Tier 2 contribution rates but is paid by each employer for each disabled employee when that employee is approved for disability benefits. An employer continues to pay the requisite contributions (or employer nonelective contributions to the employee's 401(k) if on the Tier 2 DC plan) for that disabled employee as if they were an active employee for as along as they are receiving disability or benefits or until they qualify for an unreduced retirement benefit. The retirement contributions are based on the employee's base wages with annual cost of living increases at the time the disability coverage was approved.
4. The workers' compensation benefit protection contract is funded by the employer for each disabled employee when an employee is granted workers' compensation benefits for both Tier 1 and Tier 2. An employer continues to pay the requisite Tier 1 and Tier 2 contributions (or employer nonelective contributions to the employee's 401(k) if on the Tier 2 DC plan) for that employee as if they were an active employee for as long as they are receiving monthly workers' compensation benefits or until retirement. The retirement contributions are based on the employee's base wages with annual cost of living increases at the time the workers' compensation coverage was approved.
5. Complete all applicable sections and check all boxes that apply.

SECTION A » EMPLOYER INFORMATION

Name of Employer	Unit Number
Employer Representative Name	Phone Number

SECTION B » LONG-TERM DISABILITY

Complete this section if you elect to offer benefit protection through your long-term disability program.

Please provide the name of your long-term disability insurance carrier and the renewal date for the policy:

Name _____

Policy Date _____

The employer authorizes the following:

Tier 1

☐ All Participation – Check the box if you elect benefit protection for all your Tier 1 employees.

☐ Tier 1 Public Safety Service Employees-Check the box if you elect benefit protection for your Tier 1 Public Safety Service Employees.

☐ Tier 1 Firefighter Service Employees-Check the box if you elect benefit protection for your Tier 1 Firefighter Service Employees.

Tier 2

☐ All Participation-Check the box if you elect benefit protection for all of your Tier 2 employees.

☐ Tier 2 Public Safety Service Employees-Check the box if you elect benefit protection for your Tier 2 Public Safety Service Employees.

☐ Tier 2 Firefighter Service Employees-Check the box if you elect benefit protection for your Tier 2 Firefighter Service Employees.

SECTION C » WORKERS' COMPENSATION

Complete this section if you elect to offer benefit protection through your Workers' Compensation Indemnity Benefits.

The employer authorizes the following:

Tier 1

☐ All Participation – Check the box if you elect benefit protection for all your Tier 1 employees.

☐ Tier 1 Public Safety Service Employees-Check the box if you elect benefit protection for your Tier 1 Public Safety Service Employees.

☐ Tier 1 Firefighter Service Employees-Check the box if you elect benefit protection for your Tier 1 Firefighter Service Employees.

Tier 2

☐ All Participation-Check the box if you elect benefit protection for all of your Tier 2 employees.

☐ Tier 2 Public Safety Service Employees-Check the box if you elect benefit protection for your Tier 2 Public Safety Service Employees.

☐ Tier 2 Firefighter Service Employees-Check the box if you elect benefit protection for your Tier 2 Firefighter Service Employees.

SECTION D » EFFECTIVE DATE OF THE BENEFIT PROTECTION CONTRACT

Desired Effective Date of Coverage upon URS approval: _____(mm/dd/yyyy).

SECTION E» EMPLOYER AUTHORIZATION

By signing and submitting this Benefit Protection Contract for processing, I certify that:

- I have the power and authority to sign and make changes on behalf of the named employer;
- I understand and agree on behalf of the named employer to comply with the employer requirements and obligations as found in Utah Code Title 49 and applicable URS rules and policies;
- I understand that this is entered into for the purpose of complying with the requirements of Utah Code Section 49-11-404;
- I understand that employees who are either disabled or receiving a monthly workers' compensation indemnity benefit shall continue to accrue full time service and salary credits, or retirement contributions for members of Tier 2 DC only, based on the employee's full rate of pay in effect at the time the disability or workers' compensation benefits began, and the employer will pay the requisite retirement contributions on behalf of their employees as elected on this request;
- I agree that the named employer will indemnify URS from and against any claims or other liability including attorney fees based upon the named employer's failure to comply with its obligations pursuant to this request;
- I understand that the employer shall provide notification of application, approval, termination of long-term disability benefits, and a signed authorization from the member allowing the insurance company to release information to URS;
- I understand that the employer shall provide notification of application, approval, termination of workers' compensation benefits, and a signed authorization from the member allowing the workers' compensation carrier to release information to URS;
- I understand that this request must be approved by URS and may be terminated by URS whenever it is determined that the coverage fails to comply with the laws of Utah, fails to provide protection to the member's retirement, or is not substantially equivalent to the PEHP LTD Program; and
- I understand that this request shall not affect any other benefit protection contract on file with URS.

Print Name	Title
Authorized Signature	Date

Utah Retirement Systems
PO Box 1590
Salt Lake City, UT 84110-1590
801-366-7720 | 800-688-4015
www.urs.org **Fax:** 801-366-7445 | 800-753-7445

SERVICE AGREEMENT FORM

INSTRUCTIONS:

1. Use this form to select URS savings plans and/or programs you, as the employer, elect to offer to your employees through URS outside of the mandated participation and requisite contributions for employees in the Tier 2 retirement systems. Please note, if you are currently a participating employer any changes will supersede previous selections.
2. Complete all applicable sections and check all boxes that apply. You must check the box for any plan or program you wish to participate in. If you do not check the box for a particular option, your employees will not be able to participate in that plan or program through payroll deduction (even if you have previously participated).
3. In order to formally elect an employer pick-up of retirement contributions in the Tier 2 Public Safety and Firefighter Contributory Retirement System, please see form *MEMS-50*.
4. Employers are required to have clearly defined policies outlining non-elective contributions, matching contributions, and/or restrictions to employee elective deferrals, in addition to those required by Utah Code Title 49.
5. Employers participating in the Automatic Enrollment Plan are required to have a clear and defined policy regarding automatic contributions.
6. The *401(k) and 457(b) Plan Documents*, *401(k) and 457(b) Summary Plan Descriptions, IRA Disclosures, and IRA Guidebook* are available at www.urs.org or by contacting the Savings Plans Department.

SECTION A » EMPLOYER INFORMATION

Name of Employer	Unit Number
Email Address	Phone Number

SECTION B » TIER 1 401(k) PLAN SELECTION

The employer authorizes the following:

☐ Tier 1 401(k) Plan Participation – Check the box if you permit your Tier 1 employees to participate and make elective deferrals to the 401(k) Plan.

Please Note: Contributions and deferrals into the 401(k) Plan must be coordinated with contributions to other qualified defined contribution plans and code 403(b) plans, for maximum limit testing.

SECTION C » 401(k) PLAN MATCHING AND RESTRICTIONS

The employer authorizes the following (check all that apply):

☐ 401(k) Matching – Check the box if you offer a 401(k) match for your employees.

Specify your matching formula (e.g. 100% match up to 5%, dollar for dollar match up to $200, 50% match up to 8%) and which tier (Tier 1, Tier 2, or both) the match applies to:

_____

_____

_____

_____

_____

_____

_____

_____

Continue Section C on Next Page >>

SECTION C » 401(k) PLAN MATCHING AND RESTRICTIONS

☐ 401(k) Restrictions – Check the box if you have restrictions to 401(k) elective deferrals and/or matching contributions.

List any restrictions you have to employee elective deferrals and/or matching contributions:

_____

_____

_____

_____

_____

_____

Please Note: Contributions and deferrals into the 401(k) Plan must be coordinated with contributions to other qualified defined contribution plans and code 403(b) plans, for maximum limit testing.

SECTION D » 457(b) PLAN SELECTION, MATCHING, AND RESTRICTIONS

The employer authorizes the following (check all that apply):

☐ 457(b) Plan Participation – Check the box if you permit your employees to participate and make elective deferrals to the 457(b) Plan.

☐ 457(b) Matching – Check the box if you offer a 457(b) match for your employees.

Specify your matching formula (e.g. 100% match up to 5%, dollar for dollar match up to $200, 50% match up to 8%) and which tier (Tier 1, Tier 2, or both) the match applies to:

_____

_____

_____

_____

_____

_____

☐ 457(b) Restrictions – Check the box if you have restrictions to 457(b) elective deferrals and/or matching contributions.

List any restrictions you have to employee elective deferrals and/or matching contributions:

_____

_____

_____

_____

_____

_____

Please Note: Contributions and deferrals into the 457(b) Plan must be coordinated with contributions to other employer sponsored governmental 457(b) plans, for maximum limit testing.

SECTION E » ROTH AND TRADITIONAL IRA PARTICIPATION AND RESTRICTIONS

The employer authorizes the following (check all that apply):

☐ Roth and Traditional IRA – Check the box if your employees are allowed to participate in the IRA program through after-tax payroll deduction.

☐ Roth and Traditional IRA Restrictions – Check the box if you have restrictions to Roth and Traditional IRA participation.

List any restrictions you have to employee contributions through after-tax payroll deduction:

_____

_____

_____

_____

SECTION F » LOANS FROM THE 401(k) and 457(b)

The employer authorizes the following:

☐ Loans from the 401(k) and 457(b) – Check the box to allow loans from the 401(k) and 457(b) Plans through after-tax payroll deductions for loan repayments.

SECTION G » AUTOMATIC ENROLLMENT PLAN

The employer authorizes the following:

☐ Automatic Enrollment Plan – Check the box if you automatically enroll new employees in the 401(k) or 457(b) Plan. List the plan type and the amount of automatic contributions below:

Plan type: ☐ 401(k) - Automatic contribution of _____% or $_____

☐ 457(b) - Automatic contribution of _____% or $_____

For questions regarding automatic enrollment, please contact URS at the phone number listed at the top of page 1.

SECTION H » EFFECTIVE DATE OF SERVICE AGREEMENT

These changes will only be made prospectively and URS is prohibited from making retroactive changes.

Desired effective date: ☐ As soon as administratively possible or ☐ Future Date:_____

SECTION I » EMPLOYER AUTHORIZATION

By signing and submitting this Service Agreement Form for processing, I certify that:

- I have the power and authority to sign and make changes on behalf of the namedemployer;
- I understand and agree on behalf of the named employer to comply with the employer requirements and obligations as found in Utah Code Title 49 and applicable URS rules and policies;
- I understand the URS 401(k) and 457(b) Plans are established and governed by Utah Code Title 49 and are administered as federally qualified plans, which means they must comply with the Internal Revenue Code and applicable IRS regulations and guidance;
- The named employer has reviewed the *401(k) and 457(b) Plan Documents*, *401(k) and 457(b) Summary Plan Descriptions, IRA Disclosures, and IRA Guidebook*;
- I agree that the named employer will indemnify URS from and against any claims or other liability including attorney fees based upon the named employer's failure to comply with its obligations under this Agreement;
- I understand the named employer is required to have clearly defined policies outlining non-elective contributions, matching contributions, and or restrictions to employee elective deferrals, in addition to those required by Utah Title 49;
- I understand participating in the Automatic Enrollment Plan requires the employer to have a clear and defined policy regarding automatic contributions;
- I understand and agree that it is the named employer's responsibility to know and comply with its rights, responsibilities, and obligations under Utah Code Title 49.

Print Name	Title
Authorized Signature	**Date**

Utah Retirement Systems
Final Condensed Retirement Contribution Rates as a Percentage of Salary and Wages
Fiscal Year July 1, 2024 - June 30, 2025

	Tier 1 DB System			Tier 1 Post Retired		Tier 2 - DB Hybrid System					Tier 2 - DC Plan				
	Contribution Reporting Fields Tier 1 2024-2025 RATES			Post Retired Employment after 6/30/2010 - NO 401(k)	Post Retired Employment before 7/1/2010		Contribution Reporting Fields Tier 2 2024-2025 RATES					Contribution Reporting Fields Tier 2 2024-2025 RATES				
	Employee	Employer	TOTAL	Amortization of UAAL**	Optional 401(k) Cap	Tier 2 Fund	Employee	Employer	401(k)	TOTAL	Tier 2 Fund	Employee	Employer	401(k)	TOTAL
Public Employees															
Contributory Retirement System															
11- Local Government	6.00	12.96	18.96	6.87	12.09	111	0.70	16.95	0.00	17.65	211	0.00	6.95	10.00	16.95
12- State and School [1]	6.00	17.20	23.20	11.75	11.45										
17- Higher Education	6.00	17.70	23.70	12.25	11.45										
Public Employees															
Noncontributory Retirement System															
15- Local Government	-	16.97	16.97	5.11	11.86	111	0.70	15.19	0.00	15.89	211	0.00	5.19	10.00	15.19
16- State and School [1]	-	21.69	21.69 *	9.44	12.25	112	0.70	19.52	0.00	20.22	212	0.00	9.52	10.00	19.52
18- Higher Education	-	22.19	22.19 *	9.94	12.25	117	0.70	20.02	0.00	20.72	217	0.00	10.02	10.00	20.02
Public Safety															
Contributory Retirement System															
Division A															
23- Other Division A With 2.5% COLA	12.29	22.29	34.58	11.27	23.31	122	4.73	25.35	0.00	30.08	222	0.00	11.35	14.00	25.35
Public Safety															
Noncontributory Retirement System															
Division A															
42- State With 4% COLA	-	40.85	40.85	17.96	22.89	122	4.73	32.04	0.00	36.77	222	0.00	18.04	14.00	32.04
43- Other Division A With 2.5% COLA	-	33.54	33.54	11.25	22.29	122	4.73	25.33	0.00	30.06	222	0.00	11.33	14.00	25.33
75- Other Division A With 4% COLA	-	35.21	35.21	12.41	22.80	122	4.73	26.49	0.00	31.22	222	0.00	12.49	14.00	26.49
48- Bountiful With 2.5% COLA	-	50.38	50.38	26.89	23.49	122	4.73	40.97	0.00	45.70	222	0.00	26.97	14.00	40.97
Division B															
44- Salt Lake City With 2.5% COLA	-	46.71	46.71	24.20	22.51	122	4.73	38.28	0.00	43.01	222	0.00	24.28	14.00	38.28
45- Ogden With 2.5% COLA	-	48.72	48.72	26.30	22.42	122	4.73	40.38	0.00	45.11	222	0.00	26.38	14.00	40.38
46- Provo With 2.5% COLA	-	42.23	42.23	19.61	22.62	122	4.73	33.69	0.00	38.42	222	0.00	19.69	14.00	33.69
47- Logan With 2.5% COLA	-	41.47	41.47	18.87	22.60	122	4.73	32.95	0.00	37.68	222	0.00	18.95	14.00	32.95
49- Other Division B With 2.5% COLA	-	32.57	32.57	9.95	22.62	122	4.73	24.03	0.00	28.76	222	0.00	10.03	14.00	24.03
76- Other Division B With 4% COLA	-	36.97	36.97	13.94	23.03	122	4.73	28.02	0.00	32.75	222	0.00	14.02	14.00	28.02
Firefighters' Retirement System															
Division A															
31- Division A	15.05	1.61	16.66	-	16.66	132	4.73	14.08	0.00	18.81	232	0.00	0.08	14.00	14.08
Division B															
32- Division B	16.71	4.34	21.05	-	21.05	132	4.73	14.08	0.00	18.81	232	0.00	0.08	14.00	14.08
Judges' Retirement System															
37- Judges' Noncontributory	-	45.76	45.76												

** Does not include the required 1.5% 401(k) contribution.*

*** Unfunded Actuarial Accrued Liability*

1 Public School Districts and Charter School rates are effective September 1, 2024 - August 31, 2025

Utah Retirement Systems
Preliminary Condensed Retirement Contribution Rates as a Percentage of Salary and Wages
Fiscal Year July 1, 2025 - June 30, 2026

	Tier 1 DB System				Tier 1 Post Retired		Tier 2 - DB Hybrid System					Tier 2 - DC Plan				
	Contribution Reporting Fields Tier 1 2025-2026 RATES				Post Retired Employment after 6/30/2010 - NO 401(k)	Post Retired Employment before 7/1/2010	Contribution Reporting Fields Tier 2 2025-2026 RATES					Contribution Reporting Fields Tier 2 2025-2026 RATES				
	Employee	Employer	TOTAL		Amortization of UAAL**	Optional 401(k) Cap	Tier 2 Fund	Employee	Employer	401(k)	TOTAL	Tier 2 Fund	Employee	Employer	401(k)	TOTAL
Public Employees																
Contributory Retirement System																
11- Local Government	6.00	11.96	17.96		5.87	12.09	111	0.81	15.95	0.00	16.76	211	0.00	5.95	10.00	15.95
12- State and School [1]	6.00	16.70	22.70		11.25	11.45										
17- Higher Education	6.00	17.70	23.70		12.25	11.45										
Public Employees																
Noncontributory Retirement System																
15- Local Government	-	15.97	15.97		4.11	11.86	111	0.81	14.19	0.00	15.00	211	0.00	4.19	10.00	14.19
16- State and School [1]	-	21.19	21.19	*	8.94	12.25	112	0.81	19.02	0.00	19.83	212	0.00	9.02	10.00	19.02
18- Higher Education	-	22.19	22.19	*	9.94	12.25	117	0.81	20.02	0.00	20.83	217	0.00	10.02	10.00	20.02
Public Safety																
Contributory Retirement System																
Division A																
23- Other Division A With 2.5% COLA	12.29	22.29	34.58		11.27	23.31	122	4.73	25.35	0.00	30.08	222	0.00	11.35	14.00	25.35
Public Safety																
Noncontributory Retirement System																
Division A																
42- State With 4% COLA	-	40.35	40.35		17.46	22.89	122	4.73	31.54	0.00	36.27	222	0.00	17.54	14.00	31.54
43- Other Division A With 2.5% COLA	-	33.04	33.04		10.75	22.29	122	4.73	24.83	0.00	29.56	222	0.00	10.83	14.00	24.83
75- Other Division A With 4% COLA	-	34.71	34.71		11.91	22.80	122	4.73	25.99	0.00	30.72	222	0.00	11.99	14.00	25.99
48- Bountiful With 2.5% COLA	-	50.38	50.38		26.89	23.49	122	4.73	40.97	0.00	45.70	222	0.00	26.97	14.00	40.97
Division B																
44- Salt Lake City With 2.5% COLA	-	46.71	46.71		24.20	22.51	122	4.73	38.28	0.00	43.01	222	0.00	24.28	14.00	38.28
45- Ogden With 2.5% COLA	-	48.72	48.72		26.30	22.42	122	4.73	40.38	0.00	45.11	222	0.00	26.38	14.00	40.38
46- Provo With 2.5% COLA	-	42.23	42.23		19.61	22.62	122	4.73	33.69	0.00	38.42	222	0.00	19.69	14.00	33.69
47- Logan With 2.5% COLA	-	40.97	40.97		18.37	22.60	122	4.73	32.45	0.00	37.18	222	0.00	18.45	14.00	32.45
49- Other Division B With 2.5% COLA	-	32.57	32.57		9.95	22.62	122	4.73	24.03	0.00	28.76	222	0.00	10.03	14.00	24.03
76- Other Division B With 4% COLA	-	35.97	35.97		12.94	23.03	122	4.73	27.02	0.00	31.75	222	0.00	13.02	14.00	27.02
Firefighters' Retirement System																
Division A																
31- Division A	15.05	1.61	16.66		-	16.66	132	4.73	14.08	0.00	18.81	232	0.00	0.08	14.00	14.08
Division B																
32- Division B	16.71	2.34	19.05		-	19.05	132	4.73	14.08	0.00	18.81	232	0.00	0.08	14.00	14.08
Judges' Retirement System																
37- Judges' Noncontributory	-	46.05	46.05													

Preliminary

** Does not include the required 1.5% 401(k) contribution.*

*** Unfunded Actuarial Accrued Liability*

1 Public School Districts and Charter School rates are effective September 1, 2025 - August 31, 2026

Utah Retirement Systems

Retirement Office
560 East 200 South | Salt Lake City, UT 84102-2021
801-366-7700 | 800-365-8772 | Fax: 801-366-7734
www.urs.org

Daniel D. Andersen
Executive Director

URS EMPLOYER TERMS AND CONDITIONS

Participating employers have responsibilities in administering coverage for employees in the Utah Retirement Systems (URS). In signing the Qualifying Employer Application, the applicant organization agrees to these terms and conditions of participation.

1. The employer is responsible for certifying the eligibility of employees for membership in URS in a format which URS designates. All certifications are completed online. URS provides employers with instructions for certifying member eligibility for use in meeting this requirement.

2. The employer is responsible for notifying URS of a member change in status, for example, becoming ineligible because of a reduction in hours below the minimum hours required for eligibility or terminating employment. URS provides employers with online processes for use in meeting this requirement.

3. The employer is responsible for notifying URS of a member taking a leave of absence for 10 or more continuous working days, with a suspension or reduction in pay, and the member returning to work. URS provides employers with forms or other processes for use in meeting these requirements.

4. If the employer elects to allow certain employees, who are eligible for coverage in any system, to exempt from coverage, the employer is limited in allowing exemptions and is responsible for having an approved exemption plan. URS provides employers with information, forms, and other processes for use in meeting exempt employee requirements.

5. If the employer hires as employees, individuals who are receiving a defined benefit allowance from URS and are not eligible to earn additional service credit, the employer is responsible for notifying URS within 30 days of their employment and for reporting their earnings to URS. URS provides employers with information, forms, and other processes for use in meeting post-retired employee requirements.

6. If the employer discovers an error in determining a member's eligibility or status or reporting contributions, the employer is responsible for notifying URS and correcting the error. URS provides employers with instructions for reporting corrections and with forms or other processes for use in meeting this requirement.

7. The employer is responsible for providing certifications and notifications, as described in the items above, as soon as administratively possible and not later than 30 days after the date in which the member became eligible, changed status, began a leave of absence, or returned to work from a leave of absence.

8. The employer is responsible to allow access and provide records for Compliance Audits conducted by the Office or its independent auditor.

9. The employer is responsible for reporting compensation and contributions for members in a format which URS designates and within 30 days of the end of the pay period. URS provides employers with report format information, automated reporting, and other processes for use in meeting this requirement. All reporting will be through the URS secure website.

10. The employer is responsible for making payment for contributions within 30 days of the end of the pay period. Payments can be made by ACH process initiated on the website.

11. The employer is responsible for maintaining records related to defined benefit coverage for members for the applicable time period as follows:

    a. Three years after the date of retirement for a member from a system or plan.
    b. Three years after the date of death for a member.
    c. Sixty-five years from the start date of coverage for a member with the employer.

12. If the employer is responsible for making non-elective 401(k) or 457 plan contributions for employees and uses plans with URS, the employer is responsible for making those payments within 30 days of the end of the pay period.

13. If the employer fails to perform any of the responsibilities stated above, URS may impose financial penalties on the employer.

Utah Retirement Systems

Retirement Office
560 East 200 South | Salt Lake City, UT 84102-2021
801-366-7700 | 800-365-8772 | Fax: 801-366-7734
www.urs.org

Daniel D. Andersen
Executive Director

URS ELECTRONIC TRADING PARTNER AGREEMENT

The provisions of this Agreement are intended to govern the rules of conduct and methods of operation between the Utah Retirement Systems (hereinafter referred to as URS), and Employer Units who have previously entered into arrangements (hereinafter referred to as Employer(s) with URS, in relation to the interchange of data by use of the "*URS for Employers*" website.

The *URS for Employers* website provides a means by which an Employer may inquire about its employer profile, fund participation, contribution rates, contribution reporting, and other information and or services that may be added or deleted from time to time (hereinafter referred to as Services).

Therefore, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. SERVICES

1.1 Availability This Agreement applies to the Services described, as modified and supplemented from time to time. Unless otherwise indicated in the related description, the *URS for Employers* website is available to Employers twenty-four (24) hours a day, seven (7) days a week. URS may temporarily suspend access and services at its discretion.

1.2 Training and Support URS will provide training in the use of the *URS for Employers* website and may publish a fee schedule related to this training. URS will provide support and help desk services to Employers between 8:00 a.m. and 5:00 p.m., Mountain Standard Time (Mountain Daylight Savings time), Monday through Friday, excluding holidays, weekends, and off-hours. URS reserves the right to bill for on-site support requested by the Employer, and as such Employer agrees to pay for time, materials, and travel expenses at URS's rates then in effect.

2. CONDITIONS OF USE AND ACCESS

2.1 Employers Responsibility for Use Employers will use the *URS for Employers* website in a manner consistent with applicable laws. Employers are solely responsible for all use of their *URS for Employers* account and for any violation of the terms of this Agreement by anyone using its account. For purposes of this Agreement, Employer's "**use**" (a) means (i) use by Employer's employees, agents, and contractors who have obtained Employer's Signatures in their employment or engagement, (ii) use by Employer's employees, agents, and contractors following their separation from employment or engagement by Employer enabled by the use of Signatures obtained in their employment or engagement, (iii) use by any person who obtains Employer's Signatures because of Employer's negligence, (iv) and use by any person who obtains Employer's Signatures from any person described in (i), (ii) or (iii) above; and (b) specifically excludes the unauthorized use of Employer's *URS for Employers* account by any person not described in (i) – (iv) above or unauthorized access or use of Employer's Signature.

2.2 URS shall provide Employer with access to a Service Master Account, which shall be used by the Employer to establish, reset, lock, unlock, or delete individual user rights for its authorized employees. The Service Master Account shall not be used for routine Employer Transactions.

3. CONFIDENTIALITY, PRIVACY, AND SECURITY

3.1 Use and Disclosure of Protected Information The following provisions apply specifically to the possession, use, and disclosure of Protected Information obtained by means of a Transaction, and is intended to document each party's assurances that it will appropriately use and safeguard such data:

(a) Definition "Protected Information" shall have the broadest meaning given under applicable laws, and generally refers to individually identifiable information transmitted or maintained in any form or medium.

(b) Standard URS may use any information (i) for URS's proper management and administrative services or (ii) to carry out URS's legal responsibilities.

(c) Obligations Regarding Protected Information URS and Employer each agree, for the benefit of each other and additionally for the benefit of entities to whom URS or Employer may be a "business associate" that:

(i) it will not use or further disclose Protected Information in a manner that would violate the requirements of applicable laws, if so used or disclosed by the originator of the Transaction;

(ii) it will not use or further disclose Protected Information other than [A] as permitted or required by this Agreement or supplemental agreements now or hereafter existing which govern its business relationship or arrangement with other entities or [B] as required by law;

(iii) it will implement appropriate safeguards to prevent use or disclosure of Protected Information, other than as provided by this Agreement; including safeguards to prevent the sharing of individual user Signatures.

(iv) it will have a written policy to prevent the improper use or disclosure of Protected Information;

(v) it will require that any third parties, including agents and contractors, to whom it provides Protected Information agree to the same restrictions and conditions that apply to the Employer with respect to such information, including those in this Section 3.1(c);

(vi) it will make its internal practices, books, and records relating to the use and disclosure of Protected Information available for purposes of determining its compliance with applicable laws pertaining to Protected Information; and

(vii) at termination of this Agreement, if feasible, it will return or destroy all Protected Information received in a Transaction that it still maintains in any form and retain no copies of such information or; if such return or destruction is not feasible, extend the protections of this Agreement and this Section 3.1 to the information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Information infeasible.

(d) Breach If URS or Employer breaches a material obligation under this Section 3.1 or is in violation of the requirements of applicable laws respecting Protected Information, the non-breaching party in its sole discretion may take, but is not obligated to take, reasonable steps to cure the breach or terminate this Agreement.

(e) Incorporation of Additional Requirements; Construction. The requirements of applicable law

pertaining to Protected Information are, to the extent not adequately provided for in this Section 3.1 or elsewhere in this Agreement, hereby incorporated by reference and shall become a part of this Agreement. This Agreement and this Section 3.1 shall be construed as broadly as necessary to implement and comply with applicable privacy laws, including URS Board Resolutions. This Section 3.1 is intended to document the assurances and other requirements respecting the use and disclosure of Protected Information that must be obtained by entities from contracting parties who are "business associates".

3.2 Interception of Transactions To the maximum extent permitted by law, URS is not liable for the interception by improper means or the theft by persons, other than URS employees, agents, or contractors, of Transactions carried on the *URS for Employers* website.

3.3 Signatures Access to the *URS for Employers* website and use of Services require an electronic identification which may consist of user names, passwords, symbols or codes ("**Signatures**"). EMPLOYER SHALL MAINTAIN THE CONFIDENTIALITY, AND CONTROL THE USE OF ITS SIGNATURE. EMPLOYER SHALL PROVIDE INDIVIDUAL AND DISTINCT USER SIGNATURES FOR EACH AUTHORIZED EMPLOYEE, AGENT, OR CONTRACTOR. SUCH SIGNATURES SHALL BE DEEMED "CONFIDENTIAL INFORMATION" UNDER SECTION 3.1 OF THIS AGREEMENT.

3.4 Governmental Entities Employers that are Utah governmental entities may be subject to the Government Records Access and Management Act (Utah Code Ann. (1953), §§ 63-2-101 *et seq.*, as amended, "**GRAMA**"). Under GRAMA, certain records within a governmental entity's possession or control may be subject to public disclosure. Notwithstanding anything to the contrary in this Agreement, an Employer that is a Utah governmental entity subject to GRAMA may disclose information to the extent required by GRAMA or as otherwise required by law. URS is not subject to GRAMA. Nothing in this Agreement shall require URS to be subject to GRAMA or any other State or federal law, which requires disclosure of information.

4. AUDIT

4.1 If URS has reasonable cause to believe that Employer's use of the *URS for Employers* website is not in compliance with this Agreement, URS may audit stored Transactions for compliance, *provided that* URS first notifies Employer of the audit and gives Employer the opportunity to have a representative present. Any audit shall be conducted so as not to cause the improper disclosure or use of Transactions or their content.

5. CONTRACTORS

5.1 URS may perform its obligations under this Agreement directly or through contractors. URS shall cause its contractors to comply with the obligations, restrictions and conditions applicable to URS regarding the contents of Transactions and Confidential Information, security and privacy contained in Section 3. Notwithstanding that URS may contract certain communication and support services, URS shall remain primarily responsible for the performance of such Services.

6. INTERNET (ISP) ACCESS AND OTHER EMPLOYER RESOURCES

6.1 Employer, at its own expense, will provide and maintain the hardware, software, equipment and services necessary to effectively and reliably access the *URS for Employers* website and to format, transmit, and receive Transactions complying with the Standards and use of other Services. This means, at a minimum, an internet service provider and internet browser that supports the use of 128 byte SSL encryption. The Employers web browser must be enabled to accept "cookies".

7. COMPLIANCE WITH LAW

7.1 Generally URS and Employer will each comply with laws applicable to this Agreement, to the use of the *URS for Employers* website and other Services, and to the content of Transactions. This Agreement will be interpreted, to the maximum extent possible, so as to be consistent with such laws.

7.2 No Agency URS provides specific *URS for Employers* services to Employers but does not act for Employers as a general matter. URS is not responsible for the contents of Transactions.

8. STORAGE AND RETENTION

8.1 Employer is solely responsible for providing and maintaining data backup and retention adequate for its needs, for maintaining adequate source records (which may be electronic) relating to Transactions, and for complying with applicable laws relating to the storage, maintenance, and retention of such records.

9. LIMITED WARRANTY; DISCLAIMERS

9.1 URS warrants that it will use its best efforts to correctly provide Services of the *URS for Employers* website in a timely manner. URS MAKES NO OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES OR RESOURCES PROVIDED BY IT, OR USE OF SERVICES NOT COMPLYING WITH APPLICABLE LAW. URS DISCLAIMS LIABILITY RELATING TO ITS OR ITS EMPLOYERS' CONNECTION TO THE INTERNET OR THE INTERNET SERVICE PROVIDER, FOR THE FAILURE OF EMPLOYERS TO COMPLY WITH THIS AGREEMENT (INCLUDING ANY FAILURE TO COMPLY WITH APPLICABLE LAWS, RULES, OR REGULATIONS RELATING TO THE SECURITY OR PRIVACY OF PROTECTED INFORMATION), OR FOR THE CONTENT AND USE OF SAID SERVICES. URS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION, COMPATIBILITY WITH ANY PARTICULAR HARDWARE OR SOFTWARE, OR INTER-CONNECTIBILITY WITH OTHER NETWORKS OR SERVICES.

10. LIMITATION OF LIABILITY

10.1 Regardless whether any remedy set forth herein fails in its essential purpose or otherwise, neither Employer nor URS will be liable to the other for lost profits or data, or any special, incidental, indirect, exemplary or consequential damages arising from or as a result of any delay, omission or error in the transmission or receipt of any Transactions or use of other Services or other claim arising out of this Agreement, even if advised in advance of the possibility of such damages.

11. INDEMNIFICATION

11.1 By Employer Except for claims arising out of URS's breach of this Agreement, its negligent acts or omissions, or willful misconduct, Employer agrees to indemnify, defend and hold harmless URS, its employees, directors, agents, and contractors, from and against all damages and costs, including reasonable attorney's fees, that result from the claims of third parties arising out of Employer's use of the *URS for Employers* website and Services, including Employer's connection to the internet, the content and use of the *URS for Employers* website by Employer, and compliance by Employer with applicable laws (including those relating to the security and privacy of Protected Information), provided that URS notifies Employer in writing promptly upon discovery of any such third party claim and fully cooperates with Employer in the defense and settlement of such claim. For purposes of this Section an Employer's "**use**" of the *URS for Employers* website and Services (a) means (i) use by Employer's employees, agents, and contractors who have obtained Employer's Signatures in their employment or engagement, (ii) use by Employer's employees, agents, and contractors following their separation from employment or engagement by Employer enabled by the

use of Signatures obtained in their employment or engagement, (iii) use by any person who obtains Employer's Signatures because of Employer's negligence, (iv) and use by any person who obtains Employer's Signatures from any person described in (i), (ii) or (iii) above; and (b) specifically excludes the unauthorized use of Employer's *URS for Employers* website account by any person not described in (i) - (iv) above or who accesses or uses Employer's Signature without authorization from same.

12. LIMITATION OF ACTION

12.1 No action, regardless of form, arising out of this Agreement may be brought by either party more than three years after the cause of action has arisen.

13. TERMINATION

13.1 By Either Party This Agreement will remain in effect until terminated by either party with not less than thirty (30) days prior notice to the other party.

13.2 By URS for Cause URS may terminate this Agreement (a) if Employer fails to comply with any of its material terms or conditions and fails to cure such non-compliance within thirty (30) days of notice, or (b) if Employer uses or attempts to use the *URS for Employers* website or Services for any fraudulent or illegal purpose. URS may immediately suspend Employer's access to the *URS for Employers* website and Services, with or without terminating this Agreement, (i) if Employer uses or attempts to use the *URS for Employers* website or Services for any fraudulent or illegal purpose, or (ii) Employer fails to comply with applicable state and/or federal laws.

13.3 Obligations on Termination Upon termination for a reason other than stated in Section 13.2, URS and Employer will agree on a reasonable time, not to exceed thirty (30) days, within which Employer may pursue alternatives to the Services. During this time period, Employer may continue to use the *URS for Employers* website and Services in accordance with this Agreement, and the parties shall be subject to this Agreement for such time period. The effective date of termination will be the date on which Employer ceases to use the *URS for Employers* website and Services or thirty (30) days following notice of termination, whichever first occurs. Employer will, within thirty (30) days of the effective date of termination, turn over to URS or, if agreed to by URS, certify the destruction of, all property belonging to or provided by URS.

14. MODIFICATION

14.1 The terms and conditions of this Agreement cannot be modified or waived except (a) in writing and signed by both parties or (b) by URS giving Employer thirty (30) days advance written notice of changes, in which case Employer's use of Services after the thirty (30) day notice period will constitute Employer's acceptance of the modification or waiver stated in the notice.

15. APPEALS

15.1 Any action arising out of this Agreement shall be considered a "legal right" under Title 49 of the Utah Code Annotated and such action shall be subject to the appeals procedure as set forth in Utah Code Annotated Section 49-11-613.

16. GENERAL PROVISIONS

16.1 Assignment Neither URS nor Employer may transfer or assign its rights or obligations under this Agreement.

16.2 Attorney's Fees The prevailing party in any legal action concerning this Agreement is entitled to recover its reasonable attorney's fees and costs following a final judgment.

16.3 Construction; Severability. To the maximum extent possible, this Agreement and its provisions will be interpreted consistently with applicable law. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions. The words "law" or "laws" shall have the broadest meaning in the context used and will generally refer to Utah state and federal laws, rules and, regulations.

16.4 Entire Agreement This Agreement contains the parties' entire agreement respecting the subject matter hereof, supersedes, and replaces all prior agreements between URS and Employer pertaining to the provision of Services, and may be modified only as provided herein. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT. ALL PRIOR ORAL DISCUSSIONS ARE MERGED IN THIS AGREEMENT. No course of dealing or failure or delay in exercising any right, privilege, remedy, or option will operate as a waiver of any right, privilege, remedy, or option under this Agreement.

16.5 Excusable Delays No party will be liable for any failure to perform its obligations hereunder, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure).

16.6 Governing Law This Agreement is governed by the laws of Utah, excluding laws pertaining to choice of law.

16.7 Headings Section headings are for convenience and will not affect the construction or interpretation of any provisions of this Agreement.

16.8 Notice All notices hereunder will be by e-mail (excluding notices under Sections 3.1(c), 3.1(d), 14, and 16) or in writing sent by United States certified mail, postage prepaid, to the address of the other party which is set forth in this Agreement, or to such other addresses as the party will designate in writing. Any notice will be deemed to be effective upon delivery. Notice may be waived by mutual written consent of the parties.

16.9 Ownership Employer has no rights of ownership or other property rights in any Services or other materials furnished by URS in connection with this Agreement.

16.10 Survival The provisions of Sections 3, 7, 8, 9, 10, 11, 15, and 16 will survive the termination of this Agreement.

16.11 Third Party Rights Nothing in this Agreement confers any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to any party to this Agreement, nor will any provision give any third party any right of subrogation or action against any party to this Agreement.

Utah Retirement Systems

Retirement Office
560 East 200 South | Salt Lake City, UT 84102-2021
801-366-7700 | 800-365-8772 | Fax: 801-366-7734
www.urs.org

Daniel D. Andersen
Executive Director

URS ELECTRONIC TRADING PARTNER AGREEMENT

EXECUTED this _____ day of _____, 20__ .
(date) (month)

Employer (entity name): _____

Designated Employer Representative:

Name: _____

Title: _____

Authorized Binding Official(s):

Name(s): _____

Title(s): _____

Signature(s): _____

UTAH RETIREMENT SYSTEMS

Designated Representative:

Name: James D. Hammer

Title: URS Employer Services Director

Authorized Binding Official:

Name: James D. Hammer

Title: URS Employer Services Director

Signature: _____

URS
Utah Retirement Systems
PO Box 1590
Salt Lake City, UT 84110-1590
801-366-7700 | 800-365-8775
Fax: 801-366-7734

DANIEL D. ANDERSEN
EXECUTIVE DIRECTOR

Utah Retirement Systems Qualifying Application

1) This application is designed to determine the eligibility of an agency or other entity, referred to hereafter as Entity, regarding coverage by Utah Retirement Systems (URS) and to apply for participation with URS.

2) If you are not applying for participation at this time, please use the Eligibility Questionnaire.

3) Please answer all of the following questions in detail.

4) If the question is not applicable to your Entity, indicate with "not applicable."

EMPLOYER INFORMATION	
Entity Name	Email address
Address City St Zip	Telephone Number - -
Employer Representative Name	Title

Desired Effective Date of Coverage Upon Approval _____ (mm/dd/yyyy)

Contributions are required back to date of Coverage. Interest is charged on contributions more than 60 days old (Date entered should coincide with the first day of a valid pay period).

1. Was the Entity created and/or maintained pursuant to specific statutory authorization?
   ☐ Yes ☐ No
   If yes, explain and cite to statute. _____

2. Does the Entity have taxing authority?
   ☐ Yes ☐ No
   If yes, please cite to the authority for taxing powers. _____

3. Can the Entity exercise the power of eminent domain?
   ☐ Yes ☐ No
   If yes, please explain. _____

4. Does the Entity have police powers?
   ☐ Yes ☐ No
   If yes, please explain. _____

5. Is the Entity's budget subject to governmental review and approval?
   ☐ Yes ☐ No
   If yes, please explain. _____

6. Are the Entity's financial records subject to periodic audit by the State Auditor?

☐ Yes ☐ No

If yes, please explain. _____

7. Are the Entity's employment decisions reviewed by a governmental body?

☐ Yes ☐ No

If yes, please explain. _____

8. Does the Entity provide payroll, policy and HR functions under its own Tax ID Number?

☐ Yes ☐ No

If no, please explain. _____

9. Who has the authority to make executive decisions for the Entity? _____

How are these positions filled? (i.e. elected, appointed by elected officials, etc.) _____

10. Does the Entity have the authority to adopt administrative rules that preempt other law?

☐ Yes ☐ No

If yes, please explain. _____

11. Does the Entity hold unit hearings with respect to services offered?

☐ Yes ☐ No

If yes, please explain. _____

12. Are the Entity's records subject to public disclosure (Governmental Records Access and Management Act, etc.)?

☐ Yes ☐ No

If yes, please explain. _____

_____

13. Is the Entity non-profit?

☐ Yes ☐ No

If yes, please explain. _____

_____

14. Is the Entity tax exempt?

☐ Yes ☐ No

If yes, please provide tax exempt number. _____

15. Does the Entity receive governmental/taxpayer funds or subsidies?

☐ Yes ☐ No

If so, from what governmental source and in what amounts? _____

_____

16. Does the Entity have daily or periodic governmental supervision?

☐ Yes ☐ No

If yes, please explain. _____

_____

_____

17. Can the Entity enter into contracts or incur indebtedness without the approval of a governmental body?

☐ Yes ☐ No

If yes, please explain. _____

_____

_____

18. Does the Entity currently provide any retirement benefits?

☐ Yes ☐ No

If yes, please describe. _____

_____

By signing this form, I hereby apply for participation in URS on behalf of the Entity. I certify that:

a. I have the power and authority to sign and apply on behalf of the Entity;

b. The information I have provided on this form is true, complete, and correct;

c. Subject to approval of this application, I understand and agree on behalf of the Entity to comply with the employer requirements and obligations as found in Utah Code Title 49 and applicable URS rules and policies;

d. I understand and agree that an election to participate is irrevocable, and once admitted, the Entity will not be eligible to withdraw;

e. I understand and agree that once admitted, the Entity will be required to cover ALL qualifying employees under Title 49;

f. I understand and agree that contribution rates are subject to change each year to maintain the Plans on a financially and actuarially sound basis, and the Entity will be required to pay the certified contribution rates at the end of each pay period;

g. I understand and agree that failure to provide correct and complete information on this form, or to comply with any of the obligations and responsibilities under Title 49, including the payment of contributions, proper reporting, and other requirements, could result in limitation or termination of the Entity's participation with URS and/or liability for past contributions, incorrectly paid benefits, interest, and penalties;

h. I understand and agree that the terms and conditions of participation with URS are set by statute and administrative rule and are subject to change by the Utah Legislature or URS, respectively, at any time; and

i. I understand and agree that it is the Entity's responsibility to know and comply with its rights, responsibilities, and obligations under Title 49.

I have attached the following documentation: ☐ Bylaws ☐ Articles of Incorporation ☐ Resolution

☐ Other Creation Documents_____

SIGNATURE

This form was completed by:

_____

Name of Person Submitting Title

_____

Mailing Address

_____

Telephone Number

_____

Signature Date

Utah Retirement Systems
Final Condensed Retirement Contribution Rates as a Percentage of Salary and Wages
Fiscal Year July 1, 2024 - June 30, 2025

	Tier 1 DB System			Tier 1 Post Retired		Tier 2 - DB Hybrid System					Tier 2 - DC Plan				
	Contribution Reporting Fields Tier 1 2024-2025 RATES			Post Retired Employment after 6/30/2010 - NO 401(k)	Post Retired Employment before 7/1/2010		Contribution Reporting Fields Tier 2 2024-2025 RATES					Contribution Reporting Fields Tier 2 2024-2025 RATES				
	Employee	Employer	TOTAL	Amortization of UAAL**	Optional 401(k) Cap	Tier 2 Fund	Employee	Employer	401(k)	TOTAL	Tier 2 Fund	Employee	Employer	401(k)	TOTAL
Public Employees															
Contributory Retirement System															
11- Local Government	6.00	12.96	18.96	6.87	12.09	111	0.70	16.95	0.00	17.65	211	0.00	6.95	10.00	16.95
12- State and School [1]	6.00	17.20	23.20	11.75	11.45										
17- Higher Education	6.00	17.70	23.70	12.25	11.45										
Public Employees															
Noncontributory Retirement System															
15- Local Government	-	16.97	16.97	5.11	11.86	111	0.70	15.19	0.00	15.89	211	0.00	5.19	10.00	15.19
16- State and School [1]	-	21.69	21.69 *	9.44	12.25	112	0.70	19.52	0.00	20.22	212	0.00	9.52	10.00	19.52
18- Higher Education	-	22.19	22.19 *	9.94	12.25	117	0.70	20.02	0.00	20.72	217	0.00	10.02	10.00	20.02
Public Safety															
Contributory Retirement System															
Division A															
23- Other Division A With 2.5% COLA	12.29	22.29	34.58	11.27	23.31	122	4.73	25.35	0.00	30.08	222	0.00	11.35	14.00	25.35
Public Safety															
Noncontributory Retirement System															
Division A															
42- State With 4% COLA	-	40.85	40.85	17.96	22.89	122	4.73	32.04	0.00	36.77	222	0.00	18.04	14.00	32.04
43- Other Division A With 2.5% COLA	-	33.54	33.54	11.25	22.29	122	4.73	25.33	0.00	30.06	222	0.00	11.33	14.00	25.33
75- Other Division A With 4% COLA	-	35.21	35.21	12.41	22.80	122	4.73	26.49	0.00	31.22	222	0.00	12.49	14.00	26.49
48- Bountiful With 2.5% COLA	-	50.38	50.38	26.89	23.49	122	4.73	40.97	0.00	45.70	222	0.00	26.97	14.00	40.97
Division B															
44- Salt Lake City With 2.5% COLA	-	46.71	46.71	24.20	22.51	122	4.73	38.28	0.00	43.01	222	0.00	24.28	14.00	38.28
45- Ogden With 2.5% COLA	-	48.72	48.72	26.30	22.42	122	4.73	40.38	0.00	45.11	222	0.00	26.38	14.00	40.38
46- Provo With 2.5% COLA	-	42.23	42.23	19.61	22.62	122	4.73	33.69	0.00	38.42	222	0.00	19.69	14.00	33.69
47- Logan With 2.5% COLA	-	41.47	41.47	18.87	22.60	122	4.73	32.95	0.00	37.68	222	0.00	18.95	14.00	32.95
49- Other Division B With 2.5% COLA	-	32.57	32.57	9.95	22.62	122	4.73	24.03	0.00	28.76	222	0.00	10.03	14.00	24.03
76- Other Division B With 4% COLA	-	36.97	36.97	13.94	23.03	122	4.73	28.02	0.00	32.75	222	0.00	14.02	14.00	28.02
Firefighters' Retirement System															
Division A															
31- Division A	15.05	1.61	16.66	-	16.66	132	4.73	14.08	0.00	18.81	232	0.00	0.08	14.00	14.08
Division B															
32- Division B	16.71	4.34	21.05	-	21.05	132	4.73	14.08	0.00	18.81	232	0.00	0.08	14.00	14.08
Judges' Retirement System															
37- Judges' Noncontributory	-	45.76	45.76												

** Does not include the required 1.5% 401(k) contribution.*

*** Unfunded Actuarial Accrued Liability*

1 Public School Districts and Charter School rates are effective September 1, 2024 - August 31, 2025

Hildale Council Calendar *November 2024*

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6 ***Hildale City Council meeting 6pm***	7	8	9
10	11 ***Veterans Day Holiday Office Closed***	12	13	14 ***UDOT Commission Area Tour St. George 8am***	15 ***UDOT Commission meeting St. George 9:30am***	16
17	18	19	20	21 ***Hildale Planning and Zoning mtg. 6pm***	22	23
24	25	26	27	28 ***Thanksgiving Holiday Office Closed***	29 ***Thanksgiving Holiday Office Closed***	30
Dec 1	Dec 2	Dec 3	Dec 4	Dec 5	Dec 6 ***Annual Christmas Tree Lighting 5:00pm Innovation Center***	Dec 7

December 11, 2024, Hildale City Council meeting 6pm