EPHRAIM CITY COUNCIL REGULAR MEETING AGENDA

Council Chambers – Ephraim City Hall
5 South Main, Ephraim, Utah
Wednesday, November 6, 2024 5:10 PM

Today's meeting will be held in person in the Council Chambers and is open to the public. Members of the press and public are also invited to view this meeting live on YouTube.

To participate in the public comment period or any scheduled public hearings, please email candicem@ephraimcity.org before 3:00 PM on the day of the meeting.

Live Stream on YouTube at 6:00 P.M.
https://www.youtube.com/@CityofEphraim/streams

5:10 PM Work Meeting

- **Roll Call**
- **Department Reports**
- **Agenda and Warrant Register Review**

6:00 PM Business Meeting

CALL TO ORDER

OPENING CEREMONY

The Ephraim City Council invites any community organization, church, or individual resident to present a thought, reading, or invocation in the opening ceremony portion of the public meeting. Those wishing to participate in an Opening Ceremony should contact the City Recorder by the Friday morning preceding the meeting. City Council meetings are held the first and third Wednesdays of each month.

PUBLIC COMMENT

Members of the public may address the City Council on matters not listed on the agenda. Those interested should fill out a public comments form to be given to the Mayor prior to the meeting. Each individual will have five minutes to address the Council and may

submit documents outlining their issue. The Council cannot take legal action on public comment at this time. At the conclusion of each public comment, the Council may respond to criticism made by those who have addressed them, may ask staff to review a matter or may ask that a matter be placed on a future agenda. All City Council meetings are recorded.

1. Possible Action Items

- **Presentation**

  1) **Introduction of the new City Manager**

- **Consent Items**

Pages 4-6

1) **Awarding of the Mill Road/Canyon Road Trail Project Bid (Jordan Howe)**

Pages 7-43

2) **Consideration of a resolution authorizing the issuance and sale of up to $6,500,000 of the City's Sales Tax Revenue Bonds and providing for related matters. (Japheth Mcgee)**
   - ECR 24-13 Sales Tax Revenue Bond for the new Public Works Yard.

Pages 44-74

3) **Vehicle Lease Financing (Japheth Mcgee)**
   - ECR 24-14 consideration of a lease purchase agreement between Zions Bancorporation and Ephraim City

Pages 75-77

4) **A Resolution authorizing and approving the Millard County Power Project Power Sales Contract with Utah Associated Municipal Power Systems; and related matters (Cory Daniels)**
   - ECR 24-15 Millard County Power Project Power Sales Contract

Pages 78-80

5) **A Resolution authorizing and approving the Power County Power Project Power Sales Contract with Utah Associated Municipal Power Systems; and related matters (Cory Daniels)**
   - ECR 24-16 Power County Power Project Power Sales Contract

Pages 81-94

6) **Approval of the November 4, 2024, Warrant Register**

Pages 95-99

7) **Approval of OCTOBER 16, 2024, City Council Meeting Minutes**

2. COUNCIL REPORTS

3. CITY MANAGER REPORT

CLOSED SESSION ADJOURNMENT

From time to time, matters are discussed by the City Council that do not appear on the posted agenda. Items that require/request action taken by the City Council will appear in the posted agenda. Submitted Action Items for the Council agenda must be received by the City Recorder's office by the Friday prior to the Council meeting and should be accompanied by any and all supporting written documentation. Without such documentation, the recorder reserves the right to postpone the hearing of any item until such documentation has been submitted.

In Accordance with the Americans with Disabilities Act (ADA) this facility is wheelchair accessible and handicap parking is available. Request for accommodations and interpretive services must be made three (3) working days prior to the meeting. Please contact the city office at 283-4631 for information or assistance.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda were posted this 4th day of November 2024. A copy was also provided to the local media and posted on the Utah State, and city websites.

Candice Maudsley,
EPHRAIM CITY RECORDER

Drain Pro LLC

9494 South 2555 West | South Jordan, Utah 84095
801-440-2459 | Mitchell@drainproutah.com | www.drainproutah.com

RECIPIENT:

Jordan Howe
5 South Main Street
Ephraim, Utah 84627

Quote #10

Sent on	Oct 17, 2024
Total	$12,000.00

Product/Service	Description	Qty.	Unit Price	Total
Road Material	Screen/movement of onsite road material to 2" to 1.5" minus as needed to fill large gaps and rough areas along trail. Bring in Road material as needed to finish trail.	1	$5,700.00	$5,700.00
Mobilization	Moving equipment to job site. Note: This bid does not include any state or local permits that may be needed to complete the job	1	$500.00	$500.00
Labor	Includes all labor associated with job	1	$4,000.00	$4,000.00
Equipment	Includes: Back hoe, skid steer and screen for material. Note: This bid does not include any equipment involving the use of water or any compaction method of road material	1	$1,500.00	$1,500.00
Water bars	This include one water bar as needed. Using a 4x4 wood material with rebar to set in place. Water bar needs to have the location identified by owner prior to starting the job. If any additional water bars need to be installed there will an increase in the final bid of $300 per additional water bar	1	$300.00	$300.00

Total $12,000.00

Projected start date will be 11/08/2024 with a projected end date of 11/13/2024.
These dates are subject to change due to weather or any unforeseen circumstances that are out of the owner or contractors control.
This quote is valid for the next 30 days, after which values may be subject to change.

Hobble Creek Services, LLC HC 13 Box 4046 Fairview, UT US 801-491-3900
dave@qualityasphaltservices.com

Estimate

ADDRESS
Jordan Howe Ephraim City- Trail Repair

ESTIMATE #	DATE	
2256	10/29/2024	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Trail connecting Mill Road to Canyon Road			
Mobilization	Mobilization	1	600.00	600.00
Base Prep	Surface leveling and smoothing of .3 mile section of trail 8' to 12' wide. Lump sum	1	2,000.00	2,000.00
Road base	Purchase, deliver, place and roller compact 2"-4" road base as needed on 8' min to 12' max width on 1,428 lin. ft. of trail. Lump sum	1	5,600.00	5,600.00
Water Bar	Water Bar- per each	4	200.00	800.00
	Note: Completion by Nov. 15 2024			

TOTAL **$9,000.00**

Accepted By

Accepted Date

CARLISLE EXCAVATING

640 West 1550 South Salina, UT 84654

Phone: 435-529-7368

Project Estimate

Ephraim Trail Repair

Utah DBE Company

Line #	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS	$2,500.00	$2,500.00
2	Surface Level (4 yards wide)	1,800	LF	$0.70	$1,260.00
3	Road Base (2-4 inches) with water bars	270	CY	$30.00	$8,100.00
				Total Bid Price	$11,860.00

Excludes: survey, staking, testing, and permits.

RESOLUTION NO. ECR 24-13

A RESOLUTION AUTHORIZING THE ISSUANCE AND THE SALE OF NOT TO EXCEED $6,500,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, FOR THE PURPOSE OF FINANCING CAPITAL IMPROVEMENT PROJECTS, INCLUDING A NEW PUBLIC WORKS BUILDING AND RELATED FACILITIES; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF SUCH BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH SUCH BONDS MAY MATURE, THE MAXIMUM INTEREST RATES THAT SUCH BONDS MAY BEAR AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH SUCH BONDS MAY BE SOLD; PROVIDING FOR THE HOLDING OF A PUBLIC HEARING AND THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED WITH RESPECT TO SUCH BONDS; AND PROVIDING FOR RELATED MATTERS.

*** *** ***

WHEREAS, the City of Ephraim, Utah (the *"City"*), is a duly organized and existing city of the fifth class, operating under the general laws of the State of Utah (the *"State"*);

WHEREAS, the City considers it necessary and desirable and for the benefit of the City to issue its sales tax revenue bonds as hereinafter provided for the purpose of (a) financing all or a portion of the cost of (i) acquiring, constructing and improving capital improvement projects, including a new public works building and related facilities, and (ii) acquiring, constructing, improving and remodeling various other capital improvement program projects (collectively, the *"Project"*); (b) funding any necessary reserves and contingencies in connection with the Bonds (defined below) and (c) paying all related costs authorized by law pursuant to authority contained in the the Local Government Bonding Act, Chapter 14 of Title 11 (the *"Act"*), Utah Code Annotated 1953, as amended (the *"Utah Code"*), and other applicable provisions of law;

WHEREAS, for the purposes set forth above, the City has determined (a) to issue its Sales Tax Revenue Bonds in an aggregate principal amount not to exceed $6,500,000 (the *"Bonds"*) (subject to the further limitations outlined herein) pursuant to Resolution No. ECR-07-01 Providing for the Issuance of Sales Tax Revenue Bonds, adopted by the City Council of the City (the *"City Council"*) on January 3, 2007, as heretofore supplemented, a copy of which is hereto as *Exhibit A* (the *"Master Resolution"*), and a Supplemental Resolution, in substantially the form attached hereto as *Exhibit B* (the *"Supplemental Resolution"* and, collectively with the Master Resolution, the *"Bond Resolution"*), and (b) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Bond Resolution;

WHEREAS, the City is authorized by the Act to finance the Project, to adopt the Master Resolution and the Supplemental Resolution, and to issue the Bonds to finance all or a portion of the costs of financing the Project, to fund any necessary reserves, and to pay all related costs authorized by law;

WHEREAS, Section 11-14-316 of the Utah Code provides for the publication of a Notice of Bonds to be Issued (the *"Notice of Bonds"*) and the running of a 30-day contest period, and the City desires to cause the publication of such Notice of Bonds at this time in compliance with said section with respect to the Bonds;

WHEREAS, Section 11-14-318 of the Utah Code requires that a public hearing be held to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector and that notice of such public hearing be given as provided by law and, in satisfaction of such requirement, the City desires to publish a Notice of Public Hearing and Intent to Issue Sales Tax Revenue Bonds (the *"Notice of Public Hearing"*) pursuant to such Section;

WHEREAS, Section 11-14-307(7) of the Utah Code requires the City to submit the question of whether or not to issue the Bonds to voters for their approval or rejection if, within 30 calendar days after the publication of the Notice of Public Hearing, a written petition requesting an election and signed by at least 20% of the registered voters in the City is filed with the City;

WHEREAS, the City has made and is planning to make expenditures relative to the Project from its Capital Improvement Fund (the *"Fund"*); and

WHEREAS, all or a portion of the expenditures relating to the Project (the *"Expenditures"*) (i) have been paid from the Fund within the 60 days prior to the passage of this Resolution or (ii) will be paid from the Fund on or after the passage of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ephraim, Utah, as follows:

Section 1. Bonds to be Issued. The City Council hereby finds and determines that it is in the best interest of the residents of the City for the City to issue not more than Six Million Five Hundred Thousand Dollars ($6,500,000) aggregate principal amount of its Sales Tax Revenue Bonds to bear interest at a rate of not to exceed six percent (6.0%) per annum or fifteen percent (15%) per annum for any such Bond that shall bear interest at a variable interest rate (provided that in the event the Bonds are sold in a private placement and a default rate is required by the purchaser, such default rate shall not exceed eighteen percent (18.00%) per annum), to mature in not more than twenty-six (26) years from their date or dates and to be sold at a discount from par, expressed as a percentage of principal amount, of not to exceed two percent (2.0%), for the purpose of obtaining funds with which to finance a portion of the costs of acquiring, constructing and completing the Project, to provide necessary reserves and to pay all costs incident to the authorization and issuance of the Bonds. The Bonds are to be issued pursuant to the provisions of the Master and (ii) a supplemental resolution thereto authorizing and confirming the issuance and sale of the Bonds (the *"Supplemental Resolution"*) to be adopted by the City Council at a future date. A copy of the Master Resolution and a substantially final form of the Supplemental Resolution are attached hereto as *Exhibit A* and *Exhibit B*, respectively. The City Council hereby declares its intention to issue the Bonds according to the provisions of this Section and the Bond Resolution.

Section 2. Preliminary Official Statement. To the extent deemed necessary by the City Finance Director, the preparation and distribution of a Preliminary Official Statement for the Bonds in connection with the sale thereof is hereby authorized.

Section 3. Authorization. The City Council hereby authorizes and approves the issuance of the Bonds pursuant to this resolution and the Bond Resolution, *provided* that the principal amount and maturity of and interest rates and discounts for the Bonds shall not exceed the maximums set forth in Section 1 hereof. In the event of a private placement of the Bonds, prior to the adoption of the Supplemental Resolution, the Mayor, the City Manager and the City Finance Director are each individually authorized to execute and deliver any term sheet, rate lock letter or agreement or similar document necessary in order to award the Bonds to the purchaser who provides the bid or proposal deemed by the Mayor, the City Manager or the City Finance Director, as applicable, to be in the best interest of the City.

Section 4. Notice of Bonds to be Issued; Contest Period. In accordance with the provisions of Section 11-14-316 of the Utah Code, the City Recorder or any Deputy City Recorder shall cause the Notice of Bonds, in substantially the form attached hereto as *Exhibit C,* to be published (i) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, which may require publication in *The Sanpete Messenger* a newspaper of general circulation in the City, and (ii) as a class A notice under Section 63G-30-102 (a) on the Utah Public Notice Website created under Section 63A-16-601 Utah Code Annotated 1953, as amended, (b) on the City's website and (c) in a public location within Ephraim City, Utah, that is reasonably likely to be seen by residents of the City.

For a period of thirty (30) days from and after publication of the Notice of Bonds, any person in interest shall have the right to contest the legality of this resolution (including the Supplemental Resolution attached hereto) or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this resolution (including the Supplemental Resolution) or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 5. Public Hearing. In satisfaction of the requirements of Section 11-14-318 of the Act, a public hearing shall be held by the City Council on Wednesday, December 4, 2024, during the City Council meeting which begins at 6:00 p.m., which, as determined by the Mayor, shall be held either virtually, at the regular meeting place of the City Council, Room 326 in the City and County Building, 5 South Main Street, in Ephraim, Utah, or any combination thereof, to receive input from the public with respect to the issuance by the City of the Bonds and the potential economic impact that the Project will have on the private sector.

Section 6. Publication of Notice of Public Hearing. The City Recorder or any Deputy City Recorder (the *"City Recorder"*) shall publish or cause to be published the Notice of Public Hearing (a) on the Utah Public Notice Website created under Section 63A-16-601 Utah Code Annotated 1953, as amended, (b) on the City's website and (c) in a public location within Ephraim, Utah, that is reasonably likely to be seen by residents of the City, no less than 14 days before the

public hearing. The Notice of Public Hearing shall be in substantially the form attached hereto as *Exhibit D*.

Section 7. Form of Petition. The form of the petition to be used by registered voters in requesting that an election be called to authorize the Bonds shall be in substantially the form attached hereto as *Exhibit E*.

Section 8. Issuance of Bonds After Thirty-Day Period. In accordance with the provisions of Section 11-14-307(7) of the Act, if within thirty days after the publication of the Notice of Public Hearing as required by Section 6 hereof, a petition or petitions, in the form specified by Section 7 hereof, are filed with the City Recorder, signed by not less than twenty percent (20%) of the registered voters of the City (as certified by the County Clerk of Sanpete County) requesting that an election be called to authorize the Bonds, then the City Council shall proceed to call and hold an election on the Bonds. If such election is held and a majority of the registered voters of the City voting thereon approve the Bonds, then, in accordance with the provisions of the Act, the City shall thereupon be authorized to issue the Bonds. If no petition is filed within the thirty-day period after the date of the final publication of such notice, or if it is determined that the number of signatures on the petitions filed within the thirty-day period after the date of the final publication of such notice is less than the required number, the City shall proceed to issue the Bonds.

Section 9. City Recorder to Perform Certain Acts. The City Recorder is hereby directed to maintain a copy of this Resolution (together with all exhibits hereto and a copy of the Master Resolution and the form of the Supplemental Resolution on file in the City Recorder's office during regular business hours for public examination by registered voters of the City and other interested persons until at least thirty (30) days from and after the date of publication of the Notice of Bonds and upon request to supply copies of the form of petition specified in Section 7 hereof.

Section 10. Reimbursement. (a) The City reasonably expects to reimburse the Fund for the Expenditures from the proceeds of the Bonds.

(b) The principal amount of the Bonds expected to be issued for the Project (including costs of construction, interest on the Bonds during construction, costs of issuing the Bonds, and any necessary or desirable reserves) is not more than $6,500,000.

Section 11. Prior Acts Ratified, Approved and Confirmed. All acts of the officers and employees of the City in connection with the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 12. Resolution Irrepealable. Following the execution and delivery of the Supplemental Resolution, this resolution shall be and remain irrepealable until all of the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 13. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of

such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 14. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

(*Signature page follows.*)

ADOPTED AND APPROVED by the City Council of the City of Ephraim, Utah, this 6th day of November, 2024.

EPHRAIM CITY, UTAH

_____
Mayor

ATTEST:

_____
City Recorder

[SEAL]

EXHIBIT A

[ATTACH COPY OF MASTER RESOLUTION]

EXHIBIT B

[ATTACH FORM OF SUPPLEMENTAL RESOLUTION]

CITY OF EPHRAIM, SANPETE COUNTY, UTAH

SUPPLEMENTAL RESOLUTION NO. _____
AUTHORIZING THE ISSUANCE AND SALE OF $_____
SALES TAX REVENUE BONDS, SERIES 2024

ADOPTED DECEMBER 4, 2024

TABLE OF CONTENTS

SECTION		PAGE
ARTICLE I	DEFINITIONS	1
Section 101.	Definitions	1
Section 102.	Authority for Series 2024 Supplemental Resolution	3
ARTICLE II	AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2024 BONDS	3
Section 201.	Authorization of Series 2024 Bonds, Principal Amount, Designation and Series	3
Section 202.	Findings and Purpose	3
Section 203.	Issue Date	3
Section 204.	Series 2024 Bonds	4
Section 205.	Mandatory Sinking Fund Redemption	4
Section 206.	Paying Agent	5
Section 207.	Optional Redemption	5
Section 208.	Sale of Series 2024 Bonds	5
Section 209.	Execution and Delivery of Series 2024 Bonds	5
Section 210.	Further Authority	5
Section 211.	Initial Registration of Series 2024 Bonds	6
ARTICLE III	APPLICATION OF SERIES 2024 BOND PROCEEDS AND ESTABLISHMENT OF SUBACCOUNTS	6
Section 301.	Establishment of and Disbursements from the Series 2024 Project Account	6
Section 302.	Establishment of Series 2024 Debt Service Subaccount	6
Section 303.	Application of Bond Proceeds	6
Section 304.	Special Rebate Funds	6
ARTICLE IV	AMENDMENT AND RESTATEMENT OF MASTER RESOLUTION	6
Section 401.	Amendment and Restatement of Master Resolution	6
ARTICLE V	SPECIAL COVENANTS AND MISCELLANEOUS	7
Section 501.	Tax Covenants	7
Section 502.	Designation of the Series 2024 Bonds as "Qualified Tax-Exempt Obligations"	8
Section 503.	Reporting Requirements	8
Section 504.	Limitation of Duties of Trustee	9
Section 505.	Article and Section Headings	9
Section 506.	Partial Invalidity	9
Section 507.	Effective Date	9
SIGNATURES		10

EXHIBIT A — AMENDED AND RESTATEMENT MASTER RESOLUTION
EXHIBIT B — FORM OF SERIES 2024 BOND

SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE AND CONFIRMING THE SALE OF $_____ SALES TAX REVENUE BONDS, SERIES 2024 OF THE CITY OF EPHRAIM, SANPETE COUNTY, UTAH; AND RELATED MATTERS.

*** *** ***

WHEREAS, on January 3, 2007, the City Council (the *"Council"*) of the City of Ephraim, Sanpete County, Utah (the *"Issuer"*), adopted a resolution entitled "Resolution Providing for the Issuance of Sales Tax Revenue Bonds" (the *"Master Resolution"*);

WHEREAS, the Council deems it advisable and in the interests of the Issuer to provide for the issuance and sale by the Issuer of $_____ Sales Tax Revenue Bonds, Series 2024 (the *"Series 2024 Bonds"*) in order to obtain funds to finance a portion of the costs of the Series 2024 Project (as hereinafter defined);

WHEREAS, a Notice of Public Hearing and Intent to Issue Sales Tax Revenue Bonds of the Issuer was published in accordance with the provisions of the Act, and a public hearing has been held with respect to the issuance of the Series 2024 Bonds in accordance with the provisions of the Act;

Whereas, in accordance with Section 8.01(a) of the Master Resolution, the Issuer desires now to amend and restate the Master Resolution, to read as attached hereto as *Exhibit A,* in order to provide for a trustee with respect to the Bonds and to make certain other related changes and updates; and

Whereas, as required by Section 8.01(a)(1) of the Master Resolution, the Issuer has received the written consent of at least sixty percent in principal amount of the Bonds currently Outstanding;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Ephraim, Sanpete County, Utah, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions.

(a) Except as provided in subparagraph (b) of this Section, all defined terms contained in the Resolution when used in this Series 2024 Supplemental Resolution shall have the same meanings as set forth in the Master Resolution.

(b) As used in this Series 2024 Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

"Bond Counsel" means Chapman and Cutler LLP, or other counsel of nationally recognized standing in matters pertaining to the issuance of obligations by states and their political subdivisions and the tax-exempt status thereof, duly admitted to the practice of law before the highest court of any state of the United States.

"Issue Date" means the date of issuance and delivery of the Series 2024 Bonds, as provided in Section 203 hereof.

"Principal Corporate Trust Office" means, with respect to the Trustee, the office of the Trustee at One South Main Street, Suite 1200, Salt Lake City, Utah 84133-1109, Attention: Corporate Trust Department, or such different or additional offices as may be specified in writing by the Trustee to the Issuer and the Holders of Series 2024 Bonds.

"Purchaser" means _____.

[*"Record Date"* means, with respect to any interest payment date for the Series 2024 Bonds, the first day of the calendar month preceding such interest payment date or, if such day is not a Business Day, the Business Day immediately preceding such day.]

"Resolution" means the Resolution Providing for the Issuance of Sales Tax Revenue Bonds, adopted by the Council on January 3, 2007 and as amended and restated as of the date hereof and as from time to time amended or supplemented by Supplemental Resolutions, including this Series 2024 Supplemental Resolution.

"Series 2024 Bonds" means the $_____ Sales Tax Revenue Bonds, Series 2024 of the Issuer authorized by this Series 2024 Supplemental Resolution.

"Series 2024 Debt Service Reserve Requirement" means $0.

"Series 2024 Debt Service Subaccount" means the Series Subaccount established in the Debt Service Account in the Bond Fund pursuant to Section 5.02 of the Resolution and Section 302 hereof.

"Series 2024 Project" means the acquisition and construction of a new public works building and related facilities and improvements.

"Series 2024 Project Account" means the Series 2024 Project Account established in the Construction Fund pursuant to Section 5.03 of the Resolution and Section 301 hereof.

"Series 2024 Supplemental Resolution" means this Supplemental Resolution of the Issuer.

"Tax Exemption Certificate" means any agreement or certificate of the Issuer executed in order to assure the exclusion from gross income of interest received on the Series 2024 Bonds by the holders thereof.

"Trustee" means Zions Bancorporation, National Association, in Salt Lake City, Utah, and its successors and permitted assigns under the Resolution.

The terms *"hereby", "hereof", "hereto", "herein", "hereunder",* and any similar terms as used in this Series 2024 Supplemental Resolution, refer to this Series 2024 Supplemental Resolution.

Section 102. Authority for Series 2024 Supplemental Resolution. This Series 2024 Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2024 BONDS

Section 201. Authorization of Series 2024 Bonds, Principal Amount, Designation and Series. A Series of Sales Tax Revenue Bonds is hereby authorized to be issued for the purpose specified in Section 202. The Series 2024 Bonds shall be issued in fully registered form in substantially the form provided in *Exhibit A* attached hereto and made a part hereof, in denominations of $_____ or _____. The Series 2024 Bonds shall be numbered from one (1) consecutively upwards in order or authentication and delivery by the Trustee . The Series 2024 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Sales Tax Revenue Bonds, Series 2024."

Section 202. Findings and Purpose. The Issuer hereby finds, determines and declares that:

(1) The requirements of Sections 2.02 and 2.03 of the Master Resolution will have been complied with upon the delivery of the Series 2024 Bonds.

(2) The Series 2024 Bonds are being issued for the purpose of paying a portion of the Cost of Construction of the Series 2024 Project, (ii) funding the Series 2024 Debt Service Reserve Subaccount, and (iii) paying all expenses properly incident thereto and to the issuance of the Series 2024 Bonds.

(3) The Series 2024 Bonds are being issued in an amount, together with other funds devoted to the purpose, sufficient to acquire, construct and complete the Series 2024 Project.

(4) The acquisition and construction of the Series 2024 Project is hereby approved, ratified and confirmed.

Section 203. Issue Date. The Issue Date of Series 2024 Bonds shall be the date of issuance and delivery thereof.

Section 204. Series 2024 Bonds. The Series 2024 Bonds shall mature on the dates and in the principal amounts and shall bear interest from the date of delivery thereof, payable semi-annually thereafter on May 1 and November 1 in each year, beginning May 1, 2025, at the rates shown below:

MATURITY (NOVEMBER 1)	PRINCIPAL AMOUNT	INTEREST RATE

Each Series 2024 Bond shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless it is registered as of an interest payment date, in which event it shall bear interest from the date thereof, or unless it is registered prior to the first interest payment date, in which event it shall bear interest from its date, or unless, as shown by the records of the Trustee, interest on the Series 2024 Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

[***Section 205. Mandatory Sinking Fund Redemption.*** The [Series 2024 Bonds] are subject to mandatory sinking fund redemption, by lot in such manner as the Trustee may determine, at a price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

REDEMPTION DATE (NOVEMBER 1)	PRINCIPAL AMOUNT

* Final Maturity

If less than all of the Series 2024 Bonds then Outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be

credited at 100% of the principal amount thereof by the Trustee against the obligation of the Issuer on such mandatory sinking fund redemption dates for the Series 2024 Bonds in such order as directed by the Issuer.]

Section 206. Paying Agent. Zions Bancorporation, National Association, as Trustee, is hereby appointed the Paying Agent for the Series 2024 Bonds, subject to the Paying Agent executing and delivering an acceptance to the Issuer and the Trustee as contemplated in Section 7.02 of the Resolution. Principal and Redemption Price of the Series 2024 Bonds shall be payable at the principal corporate trust office of the Paying Agent or of any successor as Paying Agent in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. Payment of interest on any Series 2024 Bonds shall be (i) made to the registered owner thereof and shall be paid by check or draft mailed to the registered owner thereof as of the close of business on the Record Date at his or her address as it appears on the registration books of the Issuer maintained by the Bond Registrar or at such other address as is furnished to the Bond Registrar in writing by such registered owner or (ii) made by wire transfer to the registered owner upon written notice by such owner to the Bond Registrar given not less than 15 days prior to such interest payment date, subject to the provisions of Section 3.01 of the Resolution.

Section 207. Optional Redemption. {To be updated with applicable redemption provisions.} The Series 2024 Bonds are subject to redemption [at any time,] in whole or in part, at the election of the Issuer from such maturities as shall be determined by the Issuer in its discretion and within each maturity as selected by the Trustee, upon notice as provided in Section 4.03 of the Resolution, and at a Redemption Price equal to 100% of the Principal amount of each Series 2024 Bond or portion thereof to be so redeemed, plus accrued interest to the redemption date.

Section 208. Sale of Series 2024 Bonds. The Series 2024 Bonds are authorized to be sold to the Purchaser at an aggregate price of $_____ (being the par amount of the Series 2024 Bonds). The Council hereby ratifies, confirms, and approves all actions heretofore taken on behalf of the Issuer by the Mayor, the City Recorder, the City Manager, the City Finance Director and other officials of the Issuer in connection with the sale of the Series 2024 Bonds.

Section 209. Execution and Delivery of Series 2024 Bonds. (a) The Series 2024 Bonds shall be executed on behalf of the Issuer by the Mayor by his or her manual or facsimile signature, and attested by the City Recorder by his or her manual or facsimile signature, with the seal of the Issuer impressed thereon or with a facsimile of the seal of the Issuer imprinted thereon.

(b) The Series 2024 Bonds shall be delivered to the Trustee, upon compliance with the provisions of Sections 2.02, 2.03 and 3.02 of the Resolution.

Section 210. Further Authority. The Mayor, the City Manager, the City Finance Director, the City Recorder and other officers of the Issuer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Series 2024 Bonds, including without limitation, any Tax Exemption Certificate prepared by Bond Counsel and an information return with the Internal Revenue Service in accordance with the requirements of Section 149(e) of the Code.

Section 211. Initial Registration of Series 2024 Bonds. Upon initial issuance, the ownership of each such Series 2024 Bond shall be registered in the registration books of the Issuer kept by the Bond Registrar in the name of the Purchaser.

ARTICLE III

APPLICATION OF SERIES 2024 BOND PROCEEDS AND ESTABLISHMENT OF SUBACCOUNTS

Section 301. Establishment of and Disbursements from the Series 2024 Project Account. (a) There is hereby established a Project Account in the Construction Fund designated as the "Series 2024 Project Account," moneys in which shall be used for the purposes and as authorized by Section 5.03 of the Resolution.

(b) Disbursements of moneys in the Series 2024 Project Account shall be made in accordance with the provisions of Section 5.03 of the Resolution for the payment of Costs of Construction of the Series 2024 Project, including the costs of issuance of the Series 2024 Bonds.

Section 302. Establishment of Series 2024 Debt Service Subaccount. Pursuant to the provisions of Sections 5.02 and 5.06 of the Resolution, there is hereby established in the Debt Service Account in the Bond Fund a separate Series Subaccount for the Series 2024 Bonds designated as the "Series 2024 Debt Service Subaccount."

Section 303. Application of Bond Proceeds. The [all of the] proceeds of the Series 2024 Bonds shall be paid for deposit [as follows] into the Series 2024 Project Account in the Construction Fund.

Section 304. Special Rebate Funds. The Issuer may establish one or more special rebate funds as contemplated by a Tax Exemption Certificate. Money in any such fund shall not be considered moneys held for the benefit of the holders of the Series 2024 Bonds but shall be held in trust for the payment to the United States of "rebate" as provided for in the Tax Exemption Certificate.

ARTICLE IV

SPECIAL COVENANTS AND MISCELLANEOUS

Section 401. Amendment and Restatement of Master Resolution. In accordance with Section 8.01(a) of the Master Resolution, the Issuer, having obtained the written consent of at least 60% of in principal amount of the Bonds currently outstanding, hereby amends and restates the Master Resolution in its entirety. Such amended and restated Master Resolution to read as set forth in *Exhibit B* hereto.

The provision of the Master Resolution, as amended and restated hereby, shall apply to this Series 2024 Supplemental Resolution as if such provisions had been in place immediately prior to the adoption of this Series 2024 Supplemental Resolution.

ARTICLE V

SPECIAL COVENANTS AND MISCELLANEOUS

Section 501. Tax Covenants. (a) In order to establish and preserve the tax-exempt status of the Series 2024 Bonds, the Mayor, the City Manager, the City Finance Director and the City Recorder and other appropriate officials of the Issuer are hereby authorized and directed to execute such Tax Exemption Certificates as shall be necessary to establish that (i) the Series 2024 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, (ii) the Series 2024 Bonds are not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section will be complied with and (v) interest on the Series 2024 Bonds is not and will not become includible in gross income of the Owners thereof for federal income tax purposes under the Code and applicable regulations promulgated or proposed thereunder.

(b) The Issuer covenants and certifies to and for the benefit of the Owners from time to time of the Series 2024 Bonds that:

(i) the Issuer will at all times comply with the provisions of the Tax Exemption Certificate relating to the Series 2024 Bonds;

(ii) the Issuer will at all times comply with the rebate requirements contained in Section 148(f) of the Code, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated;

(iii) no use will be made of the proceeds of the Series 2024 Bonds or any funds or accounts of the Issuer that may be deemed to be proceeds of the Series 2024 Bonds, pursuant to Section 148 of the Code and applicable regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2024 Bonds, would have caused the Series 2024 Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iv) the Issuer will not permit the Series 2024 Project to be used in such manner that such sale, disposition or use would cause the Series 2024 Bonds to be "private activity bonds" described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Series 2024 Bonds and ending 15 days following the delivery of the Series 2024 Bonds, other than the Series 2024 Bonds;

(vi) the Issuer will not take any action that would cause interest on the Series 2024 Bonds to be or to become ineligible for the exclusion from gross income of the Owners of the Series 2024 Bonds as provided in Section 103 of the Code, nor will the Issuer omit to take or cause to be taken, in timely manner, any action, which omission would cause interest on the Series 2024 Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Series 2024 Bonds as provided in Section 103 of the Code; and

(vii) in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Series 2024 Bonds, under present rules, the Issuer would be treated as the "taxpayer" in such examination and the Issuer agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Series 2024 Bonds with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder as they pertain to the Series 2024 Bonds.

Section 502. Designation of the Series 2024 Bonds as "Qualified Tax-Exempt Obligations". The Issuer recognizes that Section 265(b)(3) of the Code provides that a "qualified tax-exempt obligation" (as therein defined) may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Issuer hereby designates each of the Series 2024 Bonds that is outstanding from time to time as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the Issuer certifies, represents, covenants, warrants and agrees that (a) none of the Series 2024 Bonds will be at any time a "private activity bond" (as defined in Section 141 of the Code), (b) as of the date of original issuance of the Series 2024 Bonds, the Issuer will not have issued any tax-exempt bonds in calendar year 2024 other than the Series 2024 Bonds, (c) the reasonably anticipated amount of tax-exempt bonds (other than "private activity bonds" that are not "qualified 501(c)(3) bonds", as such terms are defined in Section 141 of the Code) that will be issued by the Issuer and subordinate entities thereof during calendar year 2024 (including the Series 2024 Bonds) does not exceed $10,000,000 and (d) not more than $10,000,000 of obligations (including the Series 2024 Bonds) issued by the Issuer during calendar year 2024 will be designated by the Issuer for purposes of Section 265(b)(3) of the Code. As used in this Section 702, *"tax-exempt bonds"* means obligations of any kind the interest on which is not includible in the gross income of the owners thereof for purposes of federal income taxation. Terms used in this Section 702 that are not otherwise defined herein shall have the same meanings herein as in the provisions of the Code that relate to tax-exempt bonds.

*[**Section 503. Reporting Requirements.*** So long as the Purchaser is the owner of the Series 2024 Bonds, the Issuer shall, _____.]

Section 504. Limitation on Duties of Trustee. The Trustee shall not be required to expend, advance, or risk its own funds or incur any financial liability in the performance of its duties or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or satisfactory indemnity against such risk or liability is not assured to it.

Section 505. Article and Section Headings. The headings or titles of the several articles and sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this First Supplemental Indenture.

Section 506. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in this First Supplemental Indenture to be performed shall be contrary to law (other than Section 12.01 of the Indenture and any other provisions of the Indenture and the Series 2024 Bonds limiting the liability of the City to make payments on such Series 2024 Bonds solely from Revenues and other amounts pledged therefore by the Indenture), then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this First Supplemental Indenture or of the Series 2024 Bonds; but the Holders of the Series 2024 Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 507. Effective Date. This Series 2024 Supplemental Resolution shall take effect immediately.

(*Signature page follows.*)

ADOPTED AND APPROVED this 4th day of December, 2024.

CITY OF EPHRAIM, SANPETE COUNTY,
UTAH

_____
Mayor

ATTEST:

_____
City Recorder

[SEAL]

STATE OF UTAH)
)
COUNTY OF SANPETE)

I, Candice Maudsley, the duly chosen, qualified and acting City Recorder of the City of Ephraim, Sanpete County, Utah, do hereby certify that the foregoing resolution entitled "Supplemental Resolution Authorizing the Issuance and Sale of $_____ Sales Tax Revenue Bonds, Series 2024," was duly adopted by the City Council at a regular meeting held at the regular meeting place of the City Council, at 5 South Main Street, City of Ephraim, Utah, on December 4, 2024, and became effective as of said date, that said resolution has been compared by me with the original thereof, recorded in the minute book of the City and that said resolution is a correct transcript of the whole thereof, and that said resolution has not been altered, amended or repealed but is in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Ephraim, Sanpete County, Utah, this 4th day of December, 2024.

_____
City Recorder

[SEAL]

EXHIBIT A

[ATTACH COPY OF AMENDED AND RESTATED MASTER RESOLUTION]

EXHIBIT B

[FORM OF SERIES 2024 BOND]

REGISTERED REGISTERED

No. R-____ $_____

UNITED STATES OF AMERICA

STATE OF UTAH

CITY OF EPHRAIM, SANPETE COUNTY, UTAH
SALES TAX REVENUE BOND, SERIES 2024

INTEREST RATE	MATURITY DATE	ISSUE DATE
_____%	November 1, 20__	December [12], 2024

Registered Owner:

Principal Amount: ---------- DOLLARS ----------

The City of Ephraim, Sanpete County, Utah (*"Issuer"*), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner named above or registered assigns the principal amount specified above on the Maturity Date specified above and to pay, in the manner and from the source hereinafter provided, to the registered owner hereof interest on the balance of said principal amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event this Bond shall bear interest from the dated date specified above, or unless, as shown by the records of the hereinafter referred to Trustee, interest on the hereinafter referred to Series 2024 Bonds shall be in default, in which event this Bond shall bear interest from the date to which interest has been paid in full, [at the rate per annum specified above] (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable in each year on May 1 and November 1, beginning May 1, 2025, until payment in full of such principal amount, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto. Principal and premium, if any, shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation,

National Association, Corporate Trust Department, Salt Lake City, Utah (*"Trustee"* and *"Paying Agent"*) or its successors. Interest on this Bond shall be payable by (i) check or draft mailed to the registered owner thereof as of the close of business on the Record Date at his or her address as it appears on the registration books of the Issuer maintained by the Bond Registrar or at such other address as is furnished to the Bond Registrar in writing by such registered owner or (ii) wire transfer to the registered owner upon written notice by such owner to the Bond Registrar given not less than 15 days prior to such interest payment date. The Record Date shall be [the first day of the calendar month preceding such interest payment date or, if such day is not a Business Day, the Business Day immediately preceding such day]. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is a special obligation of the Issuer and is one of the Sales Tax Revenue Bonds of the Issuer (the *"Bonds"*) and is issued under the provisions of the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (the *"Act"*), for the purpose of financing part of the cost of acquiring and constructing a new public works building and related facilities and improvements[, funding a debt service reserve fund] and paying the costs incurred in connection with the issuance and sale of the Bonds.

The Bonds are issued under the terms of the Resolution Providing for the Issuance of Sales Tax Revenue Bonds of the Issuer adopted on January 3, 2007, as amended and restated on December 4, 2024 (the *"Master Resolution"*), and a Supplemental Resolution adopted on December 4, 2024 (the *"Supplemental Resolution"*), as the same may from time to time be amended or supplemented by further resolutions of the Issuer (such Master Resolution and Supplemental Resolution and any and all such further resolutions being herein collectively called the *"Resolution"*).

The Issuer is obligated to pay principal, redemption price of, and interest on this Bond solely from the sales tax revenues (the *"Revenues"*) and other funds of the Issuer, as pledged therefor under the terms of the Resolution. This Bond is not a debt of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness. Pursuant to the Resolution, sufficient Revenues have been pledged and will be set aside into special funds by the Issuer to provide for the prompt payment of the principal of and interest on this Bond and all Bonds of the series of which it is a part.

As provided in the Resolution, Bonds may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates, and may otherwise vary as provided in the Resolution, and the aggregate principal amount of Bonds which may be issued is not limited. All Bonds issued and to be issued under the Resolution and certain other obligations entered into or to be entered into by the Issuer under the Resolution are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Resolution.

This Bond is one of a total authorized issue of Bonds of $_____ (the *"Series 2024 Bonds"*) designated as "Sales Tax Revenue Bonds, Series 2024," dated as of the Issue Date, and duly issued under and by virtue of the Act and under and pursuant to the Resolution. Copies of

the Resolution are on file at the office of the City Recorder in the City of Ephraim, Utah, and at the principal corporate trust office of the Trustee, in Salt Lake City, Utah, and reference to the Resolution and to the Act is made for a description of the pledge and covenants securing the Bonds, the nature, manner and extent of enforcement of such pledge and covenants, the terms and conditions upon which the Series 2024 Bonds are issued and additional bonds and other obligations payable from the Revenues may be issued thereunder on a parity with the Series 2024 Bonds, and a statement of the rights, duties, immunities and obligations of the Issuer. Such pledge and other obligations of the Issuer under the Resolution may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provisions for the payment thereof on the terms and conditions set forth in the Resolution.

To the extent and in the respects permitted by the Resolution, it may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Resolution.

This Bond is transferable, as provided in the Resolution, only upon the books of the Issuer kept for that purpose at the principal corporate trust office of the Trustee, by the registered owner hereof in person or by his or her attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer in a form approved by the Trustee, duly executed by the registered owner or his duly authorized attorney, and thereupon the Issuer shall issue in the name of the transferee a new registered Series 2024 Bond or Bonds of the same aggregate principal amount, denominations, Series designation and maturity as the surrendered Series 2024 Bond, all as provided in the Resolution and upon the payment of the charges therein prescribed. The Issuer, the Trustee, and any paying agent may treat and consider the person in whose name this Series 2024 Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

The Series 2024 Bonds are issuable in the form of fully-registered Bonds, without coupons, in the denomination of $_____ and _____.

The Series 2024 Bonds are subject to redemption, in whole or in part, at the election of the Issuer [at any time], from such maturities as shall be determined by the Issuer in its discretion and within each maturity as selected by the Trustee, upon notice given as hereinafter set forth, at a redemption price equal to 100% of the principal amount of each Series 2024 Bond or portion thereof to be so redeemed, plus accrued interest to the redemption date.

Notice of redemption shall be given by the [Issuer] by registered or certified mail, not less than 30 nor more than 45 days prior to the redemption date, to the registered owner of this Bond, at his address as it appears on the bond registration books of the Bond Registrar, or at such address as he may have filed with the Bond Registrar for that purpose. Each notice of redemption shall state the redemption date, the place of redemption, the source of the funds to be used for such redemption, the principal amount and, if less than all of the Series 2024 Bonds of like maturity are to be redeemed, the distinctive numbers of the Series 2024 Bonds to be redeemed, and shall also state that the interest on the Series 2024 Bonds or portions thereof in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there

will become due and payable on each of said Series 2024 Bonds the redemption price thereof and interest accrued thereon to the redemption date.

If notice of redemption shall have been given as aforesaid, the Series 2024 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2024 Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2024 Bonds shall cease to accrue and become payable.

This Bond and the issue of Series 2024 Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto.

Pursuant to Section 11-14-307(3) of the Act, the State of Utah has pledged and agreed with the holders of the Series 2024 Bonds that the State of Utah will not alter, impair or limit the Revenues in a manner that reduces the amounts to be rebated to the Issuer which are devoted or pledged by the Resolution until the Series 2024 Bonds, together with applicable interest, are fully met and discharged, and the Issuer agrees that it will not take any action that would alter, impair or limit such amounts until the Series 2024 Bonds, together with applicable interest, are fully met and discharged; *provided, however*, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of the Series 2024 Bonds; and *provided further* that, if any such alteration, impairment or limitation of Revenues has occurred and, in the reasonable judgment of the holders of the Series 2024 Bonds, adequate provision has not been made by law for the protection of such Bondholders, the Issuer shall make such adequate provision for the protection of the Bondholders, and the Issuer and the Bondholders shall negotiate in good faith to cause the Issuer to take such actions as are necessary to ensure that adequate provision for the protection of such Bondholders has been made.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah or by the Act or the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this Series 2024 Bond exist, have happened and have been performed and that the issue of the Series 2024 Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Resolution.

IN WITNESS WHEREOF, THE CITY OF EPHRAIM, SANPETE COUNTY, UTAH, has caused this Bond to be signed in its name and on its behalf by the Mayor and its corporate seal to be impressed hereon, attested by the City Recorder, all as of the Issue Date specified above.

CITY OF EPHRAIM, SANPETE COUNTY, UTAH

_____
Mayor

COUNTERSIGN AND ATTEST:

_____
City Recorder

[SEAL]

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds described in the within-mentioned Resolution and is one of the Sales Tax Revenue Bonds, Series 2024, of the City of Ephraim, Sanpete County, Utah.

Date of registration and authentication: _____.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT—
TEN ENT	—	as tenants by the entirety	_____ Custodian _____
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) under Uniform Transfers to Minors Act of _____

_

(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto

Insert Social Security or Other
Identifying Number of Assignee

_____
(Please Print or Typewrite Name and Address of Assignee)

the within Bond of the CITY OF EPHRAIM, SANPETE COUNTY, UTAH, and hereby irrevocably constitutes and appoints _____ Attorney to register the transfer of said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ Signature: _____

SIGNATURE GUARANTEED:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (*e.g.*, the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT C

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-14-316, Utah Code Annotated 1953, as amended, that on November 6, 2024, the City Council (the *"City Council"*) of Ephraim City, Utah (the *"City"*), adopted a resolution (the *"Resolution"*) in which it authorized and approved the issuance of its sales tax revenue bonds (the *"Bonds"*), in an aggregate principal amount of not to exceed $6,500,000, to bear interest at a rate or rates of not to exceed 6.00% per annum or 15% per annum for any such Bond that shall bear interest at a variable interest rate (provided that in the event the Bonds are sold in a private placement and a default rate is required by the purchaser, such default rate shall not exceed 18.00%) per annum and to mature not later than 26 years from their date or dates and to be sold at a discount from par not to exceed 2.00%. The Bonds shall be subject to such optional and mandatory redemption and other provisions as are contained in the final form of the Bonds, the Master Resolution and a Supplemental Resolution, described below.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of paying all or part of the cost of (a) (i) acquiring, constructing and improving capital improvement projects, including a new public works building and related facilities, and (ii) acquiring, constructing, improving and remodeling various other capital improvement program projects; (b) funding any necessary reserves and contingencies in connection with the Bonds and (c) paying all related costs authorized by law. The Bonds are to be issued and sold by the City pursuant to the Resolution, including as part of the Resolution a copy of Resolution No. ECR-07-01 Providing for the Issuance of Sales Tax Revenue Bonds, adopted by the City Council on January 3, 2007, as heretofore supplemented (the *"Master Resolution"*), and a substantially final form of a Supplemental Resolution (the *"Supplemental Resolution"* and, collectively with the Master Resolution, the *"Bond Resolution"*), that were before the City Council and attached to the Resolution at the time of the adoption of the Resolution. The Supplemental Resolution will be adopted by the City Council at a future date prior to the issuance of the Bonds, in substantially the form attached to the Resolution, with such changes thereto as shall be approved by the City Council upon the adoption thereof; *provided* that the principal amount, interest rate or rates, maturity and discount pertaining to the Bonds will not exceed the maximums set forth above.

The repayment of the Bonds will be secured by a pledge of the legally available revenues from the Local Sales and Use Taxes received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code (currently levied and collected pursuant to Chapter 3 of the Ephraim City Code (the *"Pledged Taxes"*)).

The City currently has $130,000 of other sales tax revenue bonds or notes outstanding that are secured by the Pledged Taxes. More detailed information relating to the City's outstanding bonds can be found in the City's most recent Comprehensive Annual Financial Report that is available on the Office of the Utah State Auditor's website (www.sao.state.ut.us).

Assuming a final maturity for the Bonds of approximately 21 years from the date hereof and that the Bonds are issued in an aggregate principal amount of $5,575,000 and are held until

maturity, based on the City's currently expected financing structure and interest rates in effect around the time of publication of this notice, the estimated total cost to the City of the proposed Bonds is $8,569,262.25.

A copy of the Resolution (including the copy of the Master Resolution and the draft of the Supplemental Resolution attached to the Resolution) may be examined during regular business hours (8:00 am – 5:00 pm, Monday through Friday) at the office of the City Recorder, 5 South Main Street, Ephraim, Utah. 84627. The Resolution shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Resolution (including the Supplemental Resolution attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or the provisions for their security or payment for any cause.

DATED this 6th day of November, 2024.

EPHRAIM CITY, UTAH

By _____
City Recorder

[SEAL]

EXHIBIT D

SALT LAKE CITY, UTAH
NOTICE OF PUBLIC HEARING AND INTENT TO ISSUE
SALES AND EXCISE TAX REVENUE BONDS

PUBLIC NOTICE IS HEREBY GIVEN that on November 6, 2024, the City Council (the *"City Council"*) of Ephraim City, Utah (the *"City"*), adopted a resolution (the *"Resolution"*), calling for a public hearing to receive input from the public with respect to the issuance of its sales tax revenue bonds (the *"Bonds"*) to finance all or a portion of the cost of (a) (i) acquiring, constructing and improving capital improvement projects, including a new public works building and related facilities, and (ii) acquiring, constructing, improving and remodeling various other capital improvement program projects (collectively, the *"Project"*) and the potential economic impact that the Project will have on the private sector, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the *"Act"*).

PURPOSE FOR ISSUING BONDS

The City intends to issue the Bonds for the purpose of (1) financing all or a portion of the costs of the Project, (2) funding any necessary reserves and contingencies in connection with the Bonds, and (3) paying the costs incurred in connection with the issuance and sale of the Bonds.

MAXIMUM PRINCIPAL AMOUNT OF THE BONDS

The City intends to issue the Bonds in one or more series and in an aggregate principal amount not exceeding Six Million Five Hundred Thousand Dollars ($6,500,000) to finance the Project.

SALES TAXES PROPOSED TO BE PLEDGED

The City proposes to pledge to the payment of the Bonds all of the legally available revenues from the Local Sales and Use Taxes received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code (currently levied and collected pursuant to Chapter 3 of the Ephraim City Code).

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City will hold a public hearing during its City Council meeting which begins at 6:00 p.m. on December 3, 2024. The public hearing will be held either virtually, at the regular meeting place of the City Council, 5 South Main Street, in Ephraim, Utah, or any combination thereof, as determined by the Chair of the City Council. All members of the public are invited to attend and participate in the public hearing in the manner that will be described in the agenda for the meeting. Written comments may be submitted to the City, to the attention of the City Recorder, prior to the public hearing.

PURPOSE FOR HEARING

The purpose of the hearing is to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector.

NOTICE OF RIGHT TO FILE PETITION TO HOLD AN ELECTION

NOTICE IS FURTHER GIVEN that pursuant to Section 11-14-307(7), Utah Code, if within 30 calendar days of the publication of this notice on November 8, 2024, by posting (a) on the Utah Public Notice Website created under Section 63A-16-601 Utah Code Annotated 1953, as amended, (b) on the City's website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City, a written petition requesting an election and signed by at least twenty percent (20%) of the registered voters of the City is filed with the City, then the City shall submit the question of whether or not to issue the Bonds to the voters of the City for their approval or rejection.

If no written petition is filed or if fewer than 20% of the registered voters of the City sign a written petition, in either case, within 30 calendar days of the posting of this notice on November 8, 2024, the City may proceed to issue the Bonds without an election.

EPHRAIM CITY, UTAH

By _____
City Recorder

EXHIBIT E

PETITION

To: City Recorder
City of Ephraim, Utah

We, the undersigned citizens and registered voters of the City of Ephraim, Utah (the *"City"*), respectfully request that an election be called by the City Council of the City (the *"City Council"*), pursuant to the provisions of Section 11-14-307(7), Utah Code Annotated 1953, as amended, to authorize the issuance by the City of its sales tax revenue bonds, in a maximum principal amount not exceeding $6,500,000 as to which notice of intention to issue was published on November 8, 2024, by posting (a) on the Utah Public Notice Website created under Section 63A-16-601 Utah Code Annotated 1953, as amended, (b) on the City's website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City, pursuant to the provisions of a resolution passed by the City, at a regular meeting of the City Council held on November 6, 2024, and each for himself or herself says: I have personally signed this petition; I am a registered voter of the City of Ephraim, Utah; my residence and post office address are correctly written after my name:

WARNING

It is a felony for any one to sign any initiative or referendum petition with any other name than one's own, or knowingly to sign one's name more than once for the same measure, or to sign such petition when one knows that he or she is not a registered voter.

REGISTERED VOTER'S PRINTED NAME (MUST BE LEGIBLE TO BE COUNTED)	SIGNATURE OF REGISTERED VOTER	STREET ADDRESS, CITY, STATE, ZIP CODE

[The following certification shall appear on the reverse side of each page
[attached to the Petition containing the signature of voters]

STATE OF UTAH)
: ss.
COUNTY OF SANPETE)

I, _____, of _____, hereby certify that I am a registered voter of the City of Ephraim, Sanpete County, Utah, that all the names which appear on this sheet were signed by persons who professed to be the persons whose names appear thereon, and each of them signed his or her name thereto in my presence, I believe that each has printed and signed his or her name, and written his or her post office address and residence correctly, and that each signer is a registered voter of the City of Ephraim, Sanpete County, Utah.

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public (or other official title)

EPHRAIM CITY RESOLUTION
ECR 24-14

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

***Whereas*,** The City Council (the "Governing Body") of Ephraim City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

***Whereas*,** the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

***Whereas*,** either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of Ephraim City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement. C-2

APPROVED, PASSED, and ADOPTED this 6th day of November 2024.

EPHRAIM CITY

_____
John Scott, Mayor

ATTEST

_____
Candice Maudsley, Recorder

COUNCIL VOTE

Dennis Nordfelt	Aye ___	Nay ___
Margie Anderson	Aye ___	Nay ___
Chad Parry	Aye ___	Nay ___
Lloyd Stevens	Aye ___	Nay ___
Anthony Beal	Aye ___	Nay ___

EXHIBIT A

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity:	Ephraim City
Address:	5 South Main Street
City, State Zip:	Ephraim, UT 84627
Attention:	Jon Knudsen
Public Finance Office:	Finance Director
County:	Sanpete
Amount:	498,933.46
Rate:	4.78
Maturity Date:	November 20, 2029
First Pmt Date:	November 20, 2025
Payment Dates:	November 20
Auto Extend:	5
Governing Body:	City Council
Resolution Date:	November, 2024
Dated Date:	November, 2024
Day:	20th
State:	Utah

$498,933.46
Ephraim City
Lease Purchase Agreement

---

1. Lease/Purchases Agreement of the Ephraim City
2. Exhibit A. Calculation of Interest Component
3. Exhibit B. Description of Leased Property
4. Exhibit C. Resolution of Governing Body
5. Exhibit D. Opinion of Lessee's Counsel
6. Exhibit E. Security Documents
7. Exhibit F. Delivery and Acceptance Certificate
8. Form 8038-G
9. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of November 20, 2024

by and between

ZIONS BANCORPORATION, N.A.,
as Lessor

and

EPHRAIM CITY,
as Lessee

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction 1
SECTION 1.2 Exhibits.....2

ARTICLE II

REPRESENTATIONS COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee 2
SECTION 2.2 Representations, Covenants and Warranties of the Bank 8

ARTICLE III

LEASE; LEASE PAYMENTS

SECTION 3.1 Lease.....8
SECTION 3.2 Term 8
SECTION 3.3 Termination.....9
SECTION 3.4 Lease Payments 9
SECTION 3.5 Possession of Leased Property Upon Termination 9
SECTION 3.6 No Withholding.....9
SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee 10
SECTION 3.8 Net Lease 10
SECTION 3.9 Offset.....10

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance.....10
SECTION 4.2 Damage to or Destruction of the Leased Property 10

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property 11
SECTION 5.2 Interest in the Leased Property and this Lease 11
SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.....11
SECTION 5.4 Modification of the Leased Property.....12
SECTION 5.5 Permits 12
SECTION 5.6 Bank's Right to Perform for Lessee.....13
SECTION 5.7 Bank's Disclaimer of Warranties.....13
SECTION 5.8 Indemnification 13
SECTION 5.9 Inclusion for Consideration as Budget Item. 13
SECTION 5.10 Annual Financial Information.....13

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank 13
SECTION 6.2 Assignment and Subleasing by the Lessee 14

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined.....14
SECTION 7.2 Remedies on Default 14
SECTION 7.3 No Remedy Exclusive 15
SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses 15
SECTION 7.5 Waiver of Certain Damages.....15

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds.....15
SECTION 8.2 Option to Purchase Leased Property 15

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices.....16
SECTION 9.2 System of Registration.....16
SECTION 9.3 Instruments of Further Assurance.....16
SECTION 9.4 Binding Effect 16
SECTION 9.5 Amendments 16
SECTION 9.6 Section Headings.....16
SECTION 9.7 Severability 17
SECTION 9.8 Entire Agreement 17
SECTION 9.9 Execution in Counterparts.....17
SECTION 9.10 Arbitration 17
SECTION 9.11 Applicable Law 17

Schedule of Lease Payments.....Exhibit A
Legal Description of the Leased Property.....Exhibit B
Resolution of Governing Body .....Exhibit C
Opinion of Lessee's Counsel .....Exhibit D
Security Documents.....Exhibit E
Delivery and Acceptance Certificate.....Exhibit F

LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of November 20, 2024, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank" or "Lessor"), and Ephraim City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

"Governing Body" means the governing body of the Lessee.

"Lease Payments" means the rental payments described in Exhibit A hereto.

"Lease Payment Date" shall have the meaning set forth in Section 3.4(a) hereof.

"Leased Property" shall have the meaning set forth in the Whereas clauses hereof.

"Lessee" shall have the meaning set forth in the Preamble hereof.

"Net Proceeds" means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

"Obligation Instrument" shall have the meaning set forth in Section 2.1(c) hereof.

"Original Term" shall have the meaning set forth in Section 3.2 hereof.

"Permitted Encumbrances" means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

"Rebate Exemption" shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

"Regulations" shall have the meaning set forth in Section 2.1(l)(i) hereof.

"Renewal Term" shall have the meaning set forth in Section 3.2 hereof.

"Scheduled Term" shall have the meaning set forth in Section 3.2 hereof.

"State" shall have the meaning set forth in the Preamble hereof.

"Term" or "Term of this Lease" means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would

have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the

yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate

arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed $5,000,000 in face amount, or $15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than $5,000,000 under Section 148(f)(4)(D) of the Code ($15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest

components of the Lease Payments hereunder as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all "aggregated issuers," will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of $10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 5 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on November 20, 2029, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease

will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

(a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;

(c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than $1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will,

to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In

exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic’s lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:	If to the Lessee:
ZIONS BANCORPORATION, N.A. One South Main Street, 17th Floor Salt Lake City, Utah 84133 Attention: Kirsi Hansen	Ephraim City 5 South Main Street Ephraim, UT 84627 Attention: Jon Knudsen

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZIONS BANCORPORATION, N.A., as Lessor

By:_____
Authorized Officer

EPHRAIM CITY, as Lessee

By:_____

_____
Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of four and seventy-eight hundredths' percent (4.78 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/20/2024	-	-	-	-	-
11/20/2025	93,108.98	4.780%	23,849.02	116,958.00	116,958.00
11/20/2026	97,559.53	4.780%	19,398.41	116,957.94	116,957.94
11/20/2027	102,222.89	4.780%	14,735.06	116,957.95	116,957.95
11/20/2028	100,616.30	4.780%	9,848.81	110,465.11	110,465.11
11/20/2029	105,425.76	4.780%	5,039.35	110,465.11	110,465.11
Total	**$498,933.46**	**-**	**$72,870.65**	**$571,804.11**	**-**

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

1FTFW5LDRFB33589	Ford	F-150
3GNAXWEG0RL281992	Chevy	Equinox
3GNAXWEG6RS221933	Chevy	Equinox
1GNSKPKL2RR182917	Chevy	Tahoe
1GNSKPKL4RR163432	Chevy	Tahoe
1FTFW1E88PKG00101	Ford	F-150
1FTFW1E8XPKG00326	Ford	F-150
1FTFW1E86PKG00548	Ford	F-150
1FTFW1E81PKG00618	Ford	F-150
1FTFW1E83PKF99892	Ford	F-150

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the "Governing Body") of Ephraim City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of Ephraim City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of November, 2024.

By _____

Print Name_____

Title _____

Attest:

By _____

Print Name _____

Title_____

STATE OF UTAH)
) ss.
COUNTY OF SANPETE)

I, _____ hereby certify that I am the duly qualified and acting _____ of Ephraim City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on November 6, 2024, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on November___, 2024.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of November 2024.

By _____

Print Name_____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for Ephraim City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 20th day of November, 2024, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").

2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.

5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.

6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.

7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

_____
Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZIONS BANCORPORATION, N.A. (the "Bank"), dated November 20, 2024 , (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. The vehicle identification number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

EPHRAIM CITY

By: _____
(Authorized Signature)

Date: _____

RESOLUTION NO. ECR 24-15

A RESOLUTION AUTHORIZING AND APPROVING THE MILLARD COUNTY POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Ephraim City, Utah (the *"Participant"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the *"Joint Action Agreement"*);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire and construct a natural gas-fired electric generating facility consisting of multiple reciprocating internal combustion engines to be known as the "Millard County Power Project" (the *"Project"*) to be located at a site in Millard County, Utah, and to sell the capacity and output of the Project pursuant to the Millard County Power Project Power Sales Contracts (the *"Power Sales Contracts"*) between UAMPS and the Participants (capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contracts);

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project and the Power Sales Contracts, and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant's electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) its current and projected needs for electric power and energy and information with respect to the Project prepared by UAMPS setting forth, among other things, preliminary estimates of the

Development Costs, the Cost of Acquisition and Construction, the estimated timeline for the development and construction of the Project and related matters, and now desires to authorize and approve the Power Sales Contract;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Ephraim City, Utah, as follows:

Section 1. Approval of Power Sales Contract; Development Share. (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the City Recorder is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

(b) A Development Share representing _____ kW of capacity in the Project is hereby authorized and approved. The Participant acknowledges that (i) its Development Share may be increased to provide for a full allocation of the Project Output and (ii) by virtue of its Development Share, the Participant will have an Entitlement Share with the same amount of Electric Power as its Development Share from and after the Completion of Development through the remaining term of the Power Sales Contract, all as provided in the Power Sales Contract.

Section 2. Participant's Representative. (a) The appointment of Cory Daniels as the Participant's Representative to UAMPS is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share, and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

Section 3. Compliance with Tax Covenants. The Participant agrees in the Power Sales Contract that it will apply all of the electric power and energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that it will observe and comply with such instructions as may be provided from time to time by UAMPS with respect to the Qualified Use of the electric power and energy acquired under the Power Sales Contract.

Section 4. Further Authority. (a) The Mayor and the City Recorder are hereby authorized, empowered and directed to (i) execute the Certificate of the Participant in substantially

the form attached as EXHIBIT III to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Certificate of the Participant in substantially the form attached as *Exhibit IV* to the Power Sales Contract and to deliver the same to UAMPS.

(b) The Participant's legal counsel is hereby authorized, empowered and directed to (i) execute the Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT V to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT VI to the Power Sales Contract and to deliver the same to UAMPS.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrepealable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on _____, 2024.

EPHRAIM CITY

By _____
Mayor

ATTEST:

_____
City Recorder

[SEAL]

RESOLUTION NO. ECR 24-16

A RESOLUTION AUTHORIZING AND APPROVING THE POWER COUNTY POWER PROJECT POWER SALES CONTRACT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Ephraim City, Utah (the *"Participant"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the *"Joint Action Agreement"*);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is the acquisition and construction of electric generating, transmission and related facilities in order to secure reliable, economic sources of electric power and energy for its members;

WHEREAS, UAMPS proposes to acquire and construct a combined cycle natural gas-fired electric generating facility plant known as the "Power County Power Project" (the *"Project"*) to be located at a site in Power County, Idaho, and to sell the capacity and output of the Project pursuant to the Power County Power Project Power Sales Contracts (the *"Power Sales Contracts"*) between UAMPS and the Participants (capitalized terms used and not defined herein have the meanings assigned to them in the Power Sales Contracts);

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) certain descriptions and summaries of the Project and the Power Sales Contracts, and representatives of the Participant have participated in discussions and conferences with UAMPS and others regarding the Project and have received from UAMPS all requested information and materials necessary for the decision of the Governing Body to authorize and approve the Power Sales Contract;

WHEREAS, the Participant acknowledges that the obligation of the Participant to make the payments provided for in the Power Sales Contract will be a special obligation of the Participant and an operating expense of the Participant's electric system, payable from the revenues and other available funds of the electric system, and that the Participant shall be unconditionally obligated to make the payments required under the Power Sales Contract whether or not the Project or any portion thereof is acquired, constructed, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output thereof for any reason whatsoever; and

WHEREAS, the Governing Body has reviewed (or caused to be reviewed on its behalf) its current and projected needs for electric power and energy and information with respect to the Project prepared by UAMPS setting forth, among other things, preliminary estimates of the Development Costs, the Cost of Acquisition and Construction, the estimated timeline for the

development and construction of the Project and related matters, and now desires to authorize and approve the Power Sales Contract;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Ephraim City, Utah, as follows:

Section 1. Approval of Power Sales Contract; Development Share. (a) The Power Sales Contract, in substantially the form attached hereto as *Annex A*, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Sales Contract on behalf of the Participant, and the City Recorder is hereby authorized, empowered and directed to attest and countersign such execution and to affix the corporate seal of the Participant to the Power Sales Contract, with such changes to the Power Sales Contract from the form attached hereto as *Annex A* as shall be necessary to conform to the Participant's legal status, to complete the form of the Power Sales Contract or to correct any minor irregularities or ambiguities therein and as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

(b) A Development Share representing _____ kW of capacity in the Project is hereby authorized and approved. The Participant acknowledges that (i) its Development Share may be increased to provide for a full allocation of the Project Output and (ii) by virtue of its Development Share, the Participant will have an Entitlement Share with the same amount of Electric Power as its Development Share from and after the Completion of Development through the remaining term of the Power Sales Contract, all as provided in the Power Sales Contract.

Section 2. Participant's Representative. (a) The appointment of Cory Daniels as the Participant's Representative to UAMPS is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the utilization of the Participant's Entitlement Share, and (ii) act on all matters that may come before the Project Management Committee established by the Power Sales Contract, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee.

Section 3. Compliance with Tax Covenants. The Participant agrees in the Power Sales Contract that it will apply all of the electric power and energy acquired under the Power Sales Contract to a Qualified Use and that it will not take or omit to take any action which could adversely affect the Tax Status of any Bond or Bonds theretofore issued or thereafter issuable by UAMPS. In furtherance of that agreement, the Governing Body of the Participant hereby agrees that it will observe and comply with such instructions as may be provided from time to time by UAMPS with respect to the Qualified Use of the electric power and energy acquired under the Power Sales Contract.

Section 4. Further Authority. (a) The Mayor and the City Recorder are hereby authorized, empowered and directed to (i) execute the Certificate of the Participant in substantially the form attached as EXHIBIT III to the Power Sales Contract and to deliver the same to UAMPS,

and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Certificate of the Participant in substantially the form attached as *Exhibit IV* to the Power Sales Contract and to deliver the same to UAMPS.

(b) The Participant's legal counsel is hereby authorized, empowered and directed to (i) execute the Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT V to the Power Sales Contract and to deliver the same to UAMPS, and (ii) from time thereafter and upon the request of UAMPS, execute the Bring-Down Opinion of Counsel to the Participant in substantially the form attached as EXHIBIT VI to the Power Sales Contract and to deliver the same to UAMPS.

Section 5. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrepealable until the expiration or termination of the Power Sales Contract in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on _____, 2024.

EPHRAIM CITY, UTAH

By _____
Mayor

ATTEST:

_____
City Recorder

[SEAL]

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
AAGARD, JUSTIN								
11587	AAGARD, JUSTIN	2410	10-54-240 OFFICE SUPPLIES	POLICE-REIMB HALLOWEEN CANDY- MAIN ST EVENT	10/30/2024	113.07	.00	
	Total AAGARD, JUSTIN:					113.07	.00	
ACCURATE MOBILE MIX CONCRETE								
14055	ACCURATE MOBILE MIX CONCRETE	11140	53-40-480 ELECTRIC SUPPLIES	POWER-CEMENT FOR LIGHT POLES-S 300 W-EC	10/22/2024	203.00	.00	
	Total ACCURATE MOBILE MIX CONCRETE:					203.00	.00	
ALSCO								
325	ALSCO	2916320	10-51-260 BLDGS SUPPLIES & MAINTENANCE	GEN GOVT-CITY HALL MATS & CLOTHS	10/23/2024	109.40	.00	
325	ALSCO	2916321	10-79-260 BLDGS SUPPLIES & MAINTENANCE	COMMUNITY CENTER-MATS	10/23/2024	65.64	.00	
325	ALSCO	2918630	10-75-265 CLEANING	LIBRARY-MATS-OCT	10/30/2024	50.03	.00	
	Total ALSCO:					225.07	.00	
BAT ELECTRIC, INC.								
15925	BAT ELECTRIC, INC.	7209	53-40-620 HYDRO MAINT	POWER-HYDRO MAINT	10/21/2024	120.52	.00	
	Total BAT ELECTRIC, INC.:					120.52	.00	
BLACKBURN, JAMES								
15764	BLACKBURN, JAMES	2410	10-51-310 PROFESSIONAL & TECHNICAL	GEN GOVT-SOFTWARE-SECURITY CONSULTING	10/31/2024	1,000.00	.00	
	Total BLACKBURN, JAMES:					1,000.00	.00	
BLINDMASTERS								
945	BLINDMASTERS	2993	10-51-260 BLDGS SUPPLIES & MAINTENANCE	GEN GOVT BLDGS-BLIND CLEANING	10/24/2024	1,120.00	.00	
	Total BLINDMASTERS:					1,120.00	.00	
C & J SPECIALTIES, INC.								
16193	C & J SPECIALTIES, INC.	7104	10-80-701 GOEO GRANT - C&J SPECIALTIES	ECON DEVT-REIMB EQUIP-TOYOTA FORKLIFT	10/25/2024	14,927.97	.00	
	Total C & J SPECIALTIES, INC.:					14,927.97	.00	
CASELLE, INC								
1365	CASELLE, INC	136430	10-51-483 COMPUTER SOFTWARE	GEN GOVT-SOFT SUPP-DEC	11/01/2024	1,901.00	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CASELLE, INC:						1,901.00	.00	
CENTRAL ELECTRIC SUPPLY CO.								
1415	CENTRAL ELECTRIC SUPPLY CO.	111966	53-40-480 ELECTRIC SUPPLIES	POWER-CREDIT-PARTS	10/18/2024	94.41-	.00	
1415	CENTRAL ELECTRIC SUPPLY CO.	351378	53-40-480 ELECTRIC SUPPLIES	POWER-WIDE RANGE SERVICE GRIP	10/30/2024	189.00	.00	
Total CENTRAL ELECTRIC SUPPLY CO.:						94.59	.00	
CHERRY, ROB								
15441	CHERRY, ROB	2410A	52-40-610 MISCELLANEOUS	SEWER-REIMB 50% FENCING MATERIALS	10/31/2024	510.50	.00	
15441	CHERRY, ROB	2410B	52-40-310 PROFESSIONAL SERVICES	SEWER-REIMB 50% FENCING LABOR	10/31/2024	627.00	.00	
Total CHERRY, ROB:						1,137.50	.00	
CIVICPLUS, LLC								
14487	CIVICPLUS, LLC	321836	10-51-489 WEB SITE	GEN GOVT-SSL MGT-CP PROVIDED	11/04/2024	93.45	.00	
Total CIVICPLUS, LLC:						93.45	.00	
COWDELL LAW								
1495	COWDELL LAW	152504	10-43-310 PROFESSIONAL & TECHNICAL	ADMIN-CITY ATTORNEY-NOV	10/29/2024	5,000.00	.00	
Total COWDELL LAW:						5,000.00	.00	
CURPA								
14094	CURPA	MEM-24-25-08	10-70-210 TRAINING & MEMBERSHIP	REC-MEMBERSHIP-HOWE, WILKINSON, HANSEN	10/24/2024	100.00	.00	
Total CURPA:						100.00	.00	
DAVID J. ANGERHOFER, P.C.								
14523	DAVID J. ANGERHOFER, P.C.	2410	10-42-310 PROFESSIONAL & TECHNICAL	COURT-PROF SERV-PUB DEF-OCT	11/02/2024	1,470.00	.00	
Total DAVID J. ANGERHOFER, P.C.:						1,470.00	.00	
DAVIS, SHANE								
12919	DAVIS, SHANE	2410A	10-72-230 TRAVEL	PARKS-MEALS, INCIDENTALS-URPA PARKS TURF WORK	10/21/2024	68.00	.00	
Total DAVIS, SHANE:						68.00	.00	
DESIGN WEST DECORATING, INC.								
16310	DESIGN WEST DECORATING, INC.	24152	10-51-260 BLDGS SUPPLIES & MAINTENANCE	GEN GOVT BLDGS-STREET BANNERS	10/08/2024	2,407.00	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total DESIGN WEST DECORATING, INC.:					2,407.00	.00	
DS ACCOUNTING SERVICES, LLC								
16138	DS ACCOUNTING SERVICES, LLC	2024-0850	10-44-310 PROFESSIONAL & TECHNICAL	FINANCE-CITY ACCOUNTING-OCT	10/31/2024	1,500.00	.00	
	Total DS ACCOUNTING SERVICES, LLC:					1,500.00	.00	
DUNCAN, MICHAEL								
2435	DUNCAN, MICHAEL	2410	10-79-481 PROGRAMS	REC-REIMBURSE BINGO PRIZES	10/22/2024	10.75	.00	
	Total DUNCAN, MICHAEL:					10.75	.00	
DYRENG REAL ESTATE SERVICES, LLC								
15499	DYRENG REAL ESTATE SERVICES, LLC	24.138.C/24.14	11-60-310 PROFESSIONAL & TECHNICAL	STREETS-APPRAISAL-600 W LARSEN, 400 S 600 W	10/29/2024	966.67	.00	
15499	DYRENG REAL ESTATE SERVICES, LLC	24.138.C/24.14	51-40-310 PROFESSIONAL SERVICES	WATER-APPRAISAL-600 W LARSEN LN, 400 S 600 W	10/29/2024	966.67	.00	
15499	DYRENG REAL ESTATE SERVICES, LLC	24.138.C/24.14	52-40-310 PROFESSIONAL SERVICES	SEWER-APPRAISAL-600 W LARSEN LN, 400 S 600 W	10/29/2024	966.66	.00	
	Total DYRENG REAL ESTATE SERVICES, LLC:					2,900.00	.00	
EPHRAIM AUTO PARTS-NAPA								
2660	EPHRAIM AUTO PARTS-NAPA	2411A	11-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-AUTO PARTS	10/31/2024	124.49	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2411A	10-54-250 EQUIP. SUPPLIES & MAINTENANCE	POLICE-AUTO PARTS	10/31/2024	325.36	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2411A	11-60-480 DEPARTMENT SUPPLIES	STREETS-AUTO PARTS	10/31/2024	53.32	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2411A	51-40-480 DEPARTMENT SUPPLIES	WATER-AUTO PARTS	10/31/2024	53.32	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2411A	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-AUTO PARTS	10/31/2024	53.32	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2411A	53-40-250 EQUIP SUPPLIES & MAINTENANCE	POWER-AUTO PARTS	10/31/2024	79.98	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2411A	10-54-250 EQUIP. SUPPLIES & MAINTENANCE	POLICE-AUTO PARTS	10/31/2024	26.66	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2411A	53-40-480 ELECTRIC SUPPLIES	POWER-AUTO PARTS	10/31/2024	32.29	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2411A	10-72-262 GROUNDS MAINTENANCE	PARKS-GROUNDS MAINT	10/31/2024	35.70	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2411A	52-40-480 DEPARTMENT SUPPLIES	SEWER-AUTO PARTS	10/31/2024	99.90	.00	
	Total EPHRAIM AUTO PARTS-NAPA:					884.34	.00	
EPHRAIM CITY CORP.								
2670	EPHRAIM CITY CORP.	2410A	59-40-270 UTILITIES	UTIL-AIRPORT-N HANGAR-5228002	11/04/2024	43.88	.00	
2670	EPHRAIM CITY CORP.	2410B	59-40-270 UTILITIES	UTIL-AIRPORT-AWOS-6312001	11/04/2024	23.90	.00	
2670	EPHRAIM CITY CORP.	2410C	59-40-270 UTILITIES	UTIL-AIRPORT-SO-5226001	11/04/2024	76.76	.00	
2670	EPHRAIM CITY CORP.	2410D	59-40-270 UTILITIES	UTIL-AIRPORT-LOUNGE-5224002	11/04/2024	115.18	.00	
2670	EPHRAIM CITY CORP.	2410E	10-51-270 UTILITIES	GEN GOVT BLDG-UTILITIES-HANSEN HOUSE	11/04/2024	24.06	.00	
2670	EPHRAIM CITY CORP.	2410F	10-79-270 UTILITIES	COMM CENTER-UTILITIES-9144001	11/04/2024	281.35	.00	
2670	EPHRAIM CITY CORP.	2410G	10-79-270 UTILITIES	COMM CENTER-SHED-UTILITIES-9144011	11/04/2024	27.90	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total EPHRAIM CITY CORP.:					593.03	.00	
EPHRAIM PIONEER PARK PROJECT								
16120	EPHRAIM PIONEER PARK PROJECT	2410	10-85-825 PIONEER PARK PROJECT	PIONEER PARK PROJECT-MUSEUM, PARK, OFFICE, FUR	10/16/2024	335.58	.00	
16120	EPHRAIM PIONEER PARK PROJECT	2410A	10-85-825 PIONEER PARK PROJECT	PIONEER PARK PROJECT-MUSEUM, WAGON, FURNACE,	10/31/2024	354.69	.00	
	Total EPHRAIM PIONEER PARK PROJECT:					690.27	.00	
EPHRAIM TIRE PROS & SERVICE								
14029	EPHRAIM TIRE PROS & SERVICE	104871	11-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-STIHL PARTS-USED FLYWHEEL	09/03/2024	11.66	.00	
14029	EPHRAIM TIRE PROS & SERVICE	104871	51-40-250 EQUIP SUPPLIES & MAINTENANCE	WATER-STIHL PARTS-USED FLYWHEEL	09/03/2024	11.67	.00	
14029	EPHRAIM TIRE PROS & SERVICE	104871	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-STIHL PARTS-USEDF FLYWHEEL	09/03/2024	11.67	.00	
14029	EPHRAIM TIRE PROS & SERVICE	105083	11-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-STIHL PARTS-SPRING, SPOOL INSERT	09/19/2024	21.97	.00	
14029	EPHRAIM TIRE PROS & SERVICE	105167	11-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-STIHL PARTS-BASE	09/25/2024	13.99	.00	
	Total EPHRAIM TIRE PROS & SERVICE:					70.96	.00	
FERGUSON GROUP, THE								
14298	FERGUSON GROUP, THE	INV2765	51-40-310 PROFESSIONAL SERVICES	WATER-PROF SERV-DEC	11/01/2024	5,000.00	.00	
	Total FERGUSON GROUP, THE:					5,000.00	.00	
GUERRERO, MANUEL								
16307	GUERRERO, MANUEL	2410	10-63-401 COMMUNITY EVENTS	COMM EVENTS-FALL FESTIVAL MUSIC	10/19/2024	200.00	.00	
	Total GUERRERO, MANUEL:					200.00	.00	
HARRISON, CURTIS								
14740	HARRISON, CURTIS	2410	53-21350 CUSTOMER DEPOSITS	ELECTRIC-REFUND-UTIL DEP	10/16/2024	80.08	.00	
	Total HARRISON, CURTIS:					80.08	.00	
HERMANSEN'S COMPANY INC.								
3550	HERMANSEN'S COMPANY INC.	2410	53-40-250 EQUIP SUPPLIES & MAINTENANCE	POWER-EQUIP SUPP & MAINT	10/31/2024	133.98	.00	
3550	HERMANSEN'S COMPANY INC.	2410	11-60-480 DEPARTMENT SUPPLIES	STREETS-DEPT SUPPLIES	10/31/2024	212.64	.00	
3550	HERMANSEN'S COMPANY INC.	2410	51-40-480 DEPARTMENT SUPPLIES	WATER-DEPT SUPPLIES	10/31/2024	212.64	.00	
3550	HERMANSEN'S COMPANY INC.	2410	52-40-480 DEPARTMENT SUPPLIES	SEWER-DEPT SUPP	10/31/2024	212.65	.00	
3550	HERMANSEN'S COMPANY INC.	2410	10-57-250 EQUIP. SUPPLIES & MAINTENANCE	FIRE-EQUIP SUPP & MAINT	10/31/2024	25.77	.00	
3550	HERMANSEN'S COMPANY INC.	2410	10-54-630 ANIMAL CONTROL	POLICE-ANIMAL CONTROL	10/31/2024	31.92	.00	
3550	HERMANSEN'S COMPANY INC.	2410	10-70-250 EQUIP SUPPLIES & MAINTENANCE	REC-EQUIP SUPP & MAINT	10/31/2024	1.71	.00	
	Total HERMANSEN'S COMPANY INC.:					831.31	.00	

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HERMANSEN'S EQUIPMENT, INC.								
3545	HERMANSEN'S EQUIPMENT, INC.	IH 16026	11-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-HYD FITTING, SCREWDRIVER	10/08/2024	4.22	.00	
3545	HERMANSEN'S EQUIPMENT, INC.	IH 16026	51-40-250 EQUIP SUPPLIES & MAINTENANCE	WATER-HYD FITTTING, SCREWDRIVER	10/08/2024	4.23	.00	
3545	HERMANSEN'S EQUIPMENT, INC.	IH 16026	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-HYD FITTINGF, SCREWDRIVER	10/08/2024	4.23	.00	
3545	HERMANSEN'S EQUIPMENT, INC.	IH16215	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-PARTS-1 5/16 CLEVIS	10/08/2024	10.56	.00	
3545	HERMANSEN'S EQUIPMENT, INC.	IH16339	10-57-250 EQUIP. SUPPLIES & MAINTENANCE	FIRE-PARTS-FITTING	10/08/2024	18.82	.00	
	Total HERMANSEN'S EQUIPMENT, INC.:					42.06	.00	
HORSESHOE MOUNTAIN HOME CENTER								
3680	HORSESHOE MOUNTAIN HOME CENTER	2144112	10-72-262 GROUNDS MAINTENANCE	PARKS-PVC PARTS	10/24/2024	3.59	.00	
	Total HORSESHOE MOUNTAIN HOME CENTER:					3.59	.00	
I-FOUR MEDIA LLC								
3810	I-FOUR MEDIA LLC	27929	10-54-250 EQUIP. SUPPLIES & MAINTENANCE	POLICE-FLEET GRAPHICS-BLACK EQUINOX	10/11/2024	395.00	.00	
	Total I-FOUR MEDIA LLC:					395.00	.00	
INTERMOUNTAIN FARMERS ASSOC								
3910	INTERMOUNTAIN FARMERS ASSOC	1021695113	53-40-480 ELECTRIC SUPPLIES	POWER-PROPANE	10/30/2024	29.94	.00	
	Total INTERMOUNTAIN FARMERS ASSOC:					29.94	.00	
IPSA-INTERMOUNTAIN POWER SUPERINT. ASSOC								
3975	IPSA-INTERMOUNTAIN POWER SUPERINT	3580	53-40-210 TRAINING & MEMBERSHIP	POWER-HOTLINE REG-CHRISTIANSEN,TREE	09/26/2024	800.00	.00	
	Total IPSA-INTERMOUNTAIN POWER SUPERINT. ASSOC:					800.00	.00	
JONES & DEMILLE ENGINEERING								
4275	JONES & DEMILLE ENGINEERING	0135444	40-37-400 IMPACT - STREET FACILITIES	IMPACT FEES-ROAD INVENTORY VIALYTICS	09/23/2024	1,600.00	.00	
4275	JONES & DEMILLE ENGINEERING	0135444	11-60-310 PROFESSIONAL & TECHNICAL	STREETS-ROAD INVENTORY VIALYTICS	09/23/2024	1,600.00	.00	
4275	JONES & DEMILLE ENGINEERING	0135739	40-37-400 IMPACT - STREET FACILITIES	IMPACT FEES-ROAD INVENTORY VIALYTICS	10/22/2024	400.00	.00	
4275	JONES & DEMILLE ENGINEERING	0135739	11-60-310 PROFESSIONAL & TECHNICAL	STREETS-ROAD INVENTORY VIALYTICS	10/22/2024	400.00	.00	
	Total JONES & DEMILLE ENGINEERING:					4,000.00	.00	
KUSTOM SIGNALS, INC.								
4540	KUSTOM SIGNALS, INC.	615231	10-54-480 DEPARTMENT SUPPLIES	POLICE-DIRECTIONAL RADAR UNIT	10/10/2024	545.00	.00	
	Total KUSTOM SIGNALS, INC.:					545.00	.00	
LARSEN, MATTHEW								
16305	LARSEN, MATTHEW	2410	53-21350 CUSTOMER DEPOSITS	ELECTRIC-REFUND-UTILITY DEPOSIT	10/18/2024	108.35	.00	

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	Total LARSEN, MATTHEW:					108.35	.00	
LES OLSON COMPANY								
4800	LES OLSON COMPANY	EA1468687	10-43-250 EQUIP. SUPPLIES & MAINTENANCE	ADMIN-EQUIP SUPP & MAINT-COPIES	10/22/2024	2.32	.00	
4800	LES OLSON COMPANY	EA1468687	10-45-250 EQUIP. SUPPLIES & MAINTENANCE	COMM DEVT-EQUIP SUPP & MAINT-COPIES	10/22/2024	.03	.00	
4800	LES OLSON COMPANY	EA1468687	10-42-250 EQUIP. SUPPLIES & MAINTENANCE	COURT-EQUIP SUPP & MAINT-COPIES	10/22/2024	15.15	.00	
4800	LES OLSON COMPANY	EA1468687	10-44-250 EQUIP. SUPPLIES & MAINTENANCE	FINANCE-EQUIP SUPP & MAINT-COPIES	10/22/2024	19.85	.00	
4800	LES OLSON COMPANY	EA1468687	10-51-250 EQUIP. SUPPLIES & MAINTENANCE	GEN GOVT-EQUIP SUPP & MAINT-COPIES	10/22/2024	149.19	.00	
4800	LES OLSON COMPANY	EA1468687	10-75-250 EQUIP SUPPLIES & MAINTENANCE	LIBRARY-EQUIP SUPP & MAINT-COPIES	10/22/2024	250.59	.00	
4800	LES OLSON COMPANY	EA1468687	10-54-250 EQUIP. SUPPLIES & MAINTENANCE	POLICE-EQUIP SUPP & MAINT-COPIES	10/22/2024	70.72	.00	
4800	LES OLSON COMPANY	EA1468687	10-70-250 EQUIP SUPPLIES & MAINTENANCE	REC-EQUIP SUPP & MAINT-COPIES	10/22/2024	1.86	.00	
	Total LES OLSON COMPANY:					509.71	.00	
LINDE GAS & EQUIPMENT, INC.								
16011	LINDE GAS & EQUIPMENT, INC.	45841134	53-40-630 SUBSTATION MAINTENANCE	POWER-CYLINDER RENTAL AND ENVIRONMENTAL FEE	10/21/2024	41.85	.00	
	Total LINDE GAS & EQUIPMENT, INC.:					41.85	.00	
LIVINGSTON, BRODY								
16308	LIVINGSTON, BRODY	2410	10-42-610 MISCELLANEOUS	COURT-CASH BAIL REFUND-245500234	10/28/2024	160.00	.00	
	Total LIVINGSTON, BRODY:					160.00	.00	
LOOKOUT BOOKS								
13352	LOOKOUT BOOKS	ARU0377554	10-75-320 BOOKS AND PERIODICALS	LIBRARY- BOOKS	10/16/2024	907.26	.00	
	Total LOOKOUT BOOKS:					907.26	.00	
MAIN AUTO & TRUCK SUPPLY								
5110	MAIN AUTO & TRUCK SUPPLY	15071-128814	11-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-CHEV SADDLE BLANKET	10/29/2024	73.73	.00	
5110	MAIN AUTO & TRUCK SUPPLY	15071-128814	51-40-250 EQUIP SUPPLIES & MAINTENANCE	WATER-CHEV SADDLE BLANKET	10/29/2024	73.73	.00	
5110	MAIN AUTO & TRUCK SUPPLY	15071-128814	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-CHEV SADDLE BLANKET	10/29/2024	73.74	.00	
5110	MAIN AUTO & TRUCK SUPPLY	15071-U128813	11-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-CREDIT-RET SADDLE BLANKET	10/29/2024	65.40-	.00	
5110	MAIN AUTO & TRUCK SUPPLY	15071-U128813	51-40-250 EQUIP SUPPLIES & MAINTENANCE	WATER-CREDIT-RET SADDLE BLANLKET	10/29/2024	65.40-	.00	
5110	MAIN AUTO & TRUCK SUPPLY	15071-U128813	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-CREDIT-RET SADDLE BLANKET	10/29/2024	65.40-	.00	
5110	MAIN AUTO & TRUCK SUPPLY	15071-UD1288	11-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-CHEV SADDLE BLANKET	10/29/2024	65.40	.00	
5110	MAIN AUTO & TRUCK SUPPLY	15071-UD1288	51-40-250 EQUIP SUPPLIES & MAINTENANCE	WATER-CHEV SADDLE BLANKET	10/29/2024	65.40	.00	
5110	MAIN AUTO & TRUCK SUPPLY	15071-UD1288	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-CHEV SADDLE BLANKET	10/29/2024	65.40	.00	
	Total MAIN AUTO & TRUCK SUPPLY:					221.20	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MANTI TELEPHONE COMPANY								
5165	MANTI TELEPHONE COMPANY	2410110124	10-51-280 TELEPHONE	GEN GOVT-PHONES	11/06/2024	1,829.68	.00	
5165	MANTI TELEPHONE COMPANY	2410110124	53-40-280 TELEPHONE	POWER-PHONES	11/06/2024	37.15	.00	
5165	MANTI TELEPHONE COMPANY	2410110124	52-40-280 TELEPHONE	SEWER-PHONE	11/06/2024	79.07	.00	
5165	MANTI TELEPHONE COMPANY	2410110124	10-75-280 TELEPHONE	LIBRARY-PHONES	11/06/2024	168.75	.00	
5165	MANTI TELEPHONE COMPANY	2410110124	10-57-280 TELEPHONE	FIRE-PHONE	11/06/2024	51.59	.00	
5165	MANTI TELEPHONE COMPANY	2410110124	10-79-280 TELEPHONE	COMMUNITY CTR-PHONES, INTERNET	11/06/2024	102.43	.00	
5165	MANTI TELEPHONE COMPANY	2410110124	59-40-280 TELEPHONE	AIRPORT-PHONES	11/06/2024	143.06	.00	
5165	MANTI TELEPHONE COMPANY	2410110124	51-40-280 TELEPHONE	WATER-WELL PHONE & WATER TOWER	11/06/2024	169.09	.00	
5165	MANTI TELEPHONE COMPANY	2410110124	53-40-280 TELEPHONE	POWER-SCADA	11/06/2024	1,277.30	.00	
5165	MANTI TELEPHONE COMPANY	2410110124	10-54-280 TELEPHONE	POLICE-PHONES	11/06/2024	55.07	.00	
	Total MANTI TELEPHONE COMPANY:					3,913.19	.00	
MASON, MARLIN								
5255	MASON, MARLIN	93202	10-51-310 PROFESSIONAL & TECHNICAL	CONTRACT FOR COMPUTERS	11/01/2024	3,000.00	.00	
	Total MASON, MARLIN:					3,000.00	.00	
MOTOROLA SOLUTIONS, INC								
5620	MOTOROLA SOLUTIONS, INC	1411128976	10-54-310 PROFESSIONAL SERVICES	POL-DATA STORAGE BODY CAMS-SEP 2024	10/21/2024	263.94	.00	
	Total MOTOROLA SOLUTIONS, INC:					263.94	.00	
MOUNTAINLAND SUPPLY, LLC								
5640	MOUNTAINLAND SUPPLY, LLC	S1063531030.0	51-40-480 DEPARTMENT SUPPLIES	WATER-FIRE HYDRANT & WATER PARTS	10/15/2024	644.58	.00	
5640	MOUNTAINLAND SUPPLY, LLC	S106531030.00	51-40-480 DEPARTMENT SUPPLIES	WATER-FIRE HYDRANT & WATER PARTS	10/16/2024	311.77	.00	
5640	MOUNTAINLAND SUPPLY, LLC	S106531030.00	51-40-480 DEPARTMENT SUPPLIES	WATER-FIRE HYDRANT & WATER PARTS	10/23/2024	7.65	.00	
5640	MOUNTAINLAND SUPPLY, LLC	S106541935.00	51-40-480 DEPARTMENT SUPPLIES	WATER-HYDRANT PARTS	10/23/2024	320.57	.00	
	Total MOUNTAINLAND SUPPLY, LLC:					1,284.57	.00	
MPOWER TECHNOLOGIES, INC.								
15125	MPOWER TECHNOLOGIES, INC.	5917	53-40-310 PROFESSIONAL SERVICES	POWER-MAPPING & DATA CLEAN-UP	10/24/2024	1,406.25	.00	
	Total MPOWER TECHNOLOGIES, INC.:					1,406.25	.00	
NORTH SANPETE DISPOSAL								
5945	NORTH SANPETE DISPOSAL	92016	10-51-250 EQUIP. SUPPLIES & MAINTENANCE	CITY HALL DUMPST SERV-SEP	10/11/2024	71.34	.00	
5945	NORTH SANPETE DISPOSAL	92016	53-40-250 EQUIP SUPPLIES & MAINTENANCE	POWER-DUMPSTER-SEP	10/11/2024	71.34	.00	
5945	NORTH SANPETE DISPOSAL	92016	11-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-DUMPSTER-SEP	10/11/2024	35.67	.00	
	Total NORTH SANPETE DISPOSAL:					178.35	.00	

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OFFICE DEPOT								
5990	OFFICE DEPOT	393304374001	10-43-240 OFFICE SUPPLIES AND EXPENSE	ADMIN-POST-ITS, COPY PAPER, STAPLES	10/30/2024	69.31	.00	
5990	OFFICE DEPOT	393322043001	10-44-250 EQUIP. SUPPLIES & MAINTENANCE	FINANCE-PHONE POWER ADAPTER	10/30/2024	17.17	.00	
	Total OFFICE DEPOT:					86.48	.00	
ON THE GO SERVICES								
6085	ON THE GO SERVICES	40434	59-40-630 EVENT EXP	AIRPORT-SERVICE & RENTAL- FLY IN	10/17/2024	575.00	.00	
	Total ON THE GO SERVICES:					575.00	.00	
PATINO, KELLY								
16230	PATINO, KELLY	2410	10-42-310 PROFESSIONAL & TECHNICAL	COURT-INTERPRETING SERVICES-10-15-24	10/15/2024	50.00	.00	
	Total PATINO, KELLY:					50.00	.00	
PAYSON LOCK & KEY								
14637	PAYSON LOCK & KEY	46621	10-51-260 BLDGS SUPPLIES & MAINTENANCE	GEN GOVT-CITY BLDG-POLICE DOORS	10/18/2024	885.00	.00	
	Total PAYSON LOCK & KEY:					885.00	.00	
PRECISION POWER, INC.								
16111	PRECISION POWER, INC.	54426	53-40-615 DIESEL MAINTENANCE	POWER-W WELL-CAT 250 KW INSPECTION	10/08/2024	1,213.00	.00	
16111	PRECISION POWER, INC.	54427	53-40-615 DIESEL MAINTENANCE	POWER-FIRE STAT-CAT 50KW INSPECTION	10/08/2024	737.00	.00	
16111	PRECISION POWER, INC.	54460	53-40-615 DIESEL MAINTENANCE	POWER-CITY HALL-CAT 100 KW INSPECTION	10/11/2024	988.00	.00	
16111	PRECISION POWER, INC.	54461	53-40-615 DIESEL MAINTENANCE	POWER-S WELL-CAT 80 KW INSPECTION	10/11/2024	968.00	.00	
	Total PRECISION POWER, INC.:					3,906.00	.00	
REDMOND MINERALS, INC.								
6915	REDMOND MINERALS, INC.	438030	11-60-480 DEPARTMENT SUPPLIES	STREETS-BULK SUPPLIES	10/17/2024	1,069.00	.00	
	Total REDMOND MINERALS, INC.:					1,069.00	.00	
REID, JAYLYN								
16306	REID, JAYLYN	2410	10-63-401 COMMUNITY EVENTS	COMM EVENTS-FALL FESTIVAL MUSIC	10/19/2024	100.00	.00	
	Total REID, JAYLYN:					100.00	.00	
ROCKY MOUNTAIN AIR SOLUTIONS								
15267	ROCKY MOUNTAIN AIR SOLUTIONS	30554383	11-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-CYL LEASE-5 YEAR-LSE OX S 5-LSE AC SMC 5	10/20/2024	77.02	.00	
15267	ROCKY MOUNTAIN AIR SOLUTIONS	30554383	51-40-250 EQUIP SUPPLIES & MAINTENANCE	WATER-CYL LEASE-5 YR-LSE OX S 5, LSE AC SMC 5	10/20/2024	77.03	.00	
15267	ROCKY MOUNTAIN AIR SOLUTIONS	30554383	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-CYL LEASE-5 YR-LSE OX S 5, LSE AC SMC 5	10/20/2024	77.03	.00	
15267	ROCKY MOUNTAIN AIR SOLUTIONS	30554383	53-40-250 EQUIP SUPPLIES & MAINTENANCE	POWER-CYL LEASE-5 YR-LSE OX S 5, LSE AC SMC 5	10/20/2024	77.03	.00	

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15267	ROCKY MOUNTAIN AIR SOLUTIONS	30554383	10-54-250 EQUIP. SUPPLIES & MAINTENANCE	POLICE-CYL LEASE-5 YR-LSE OX S 5, LSE AC SMC 5	10/20/2024	77.03	.00	
	Total ROCKY MOUNTAIN AIR SOLUTIONS:					385.14	.00	
SAFE LIFE DEFENSE, LLC								
16289	SAFE LIFE DEFENSE, LLC	32408601 A	10-54-250 EQUIP. SUPPLIES & MAINTENANCE	POLICE-BODY ARMOR-DONALDSON	10/10/2024	1,050.73	.00	
	Total SAFE LIFE DEFENSE, LLC:					1,050.73	.00	
SAFETY SUPPLY AND SIGN CO INC								
7280	SAFETY SUPPLY AND SIGN CO INC	191425	11-60-495 BEAUTIFICATION AND CLEANUP	STREETS-GREEN WASTE SIGNS	10/14/2024	142.40	.00	
	Total SAFETY SUPPLY AND SIGN CO INC:					142.40	.00	
SANPETE COUNTY TREASURER								
12510	SANPETE COUNTY TREASURER	2410A	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-6099	10/28/2024	21.08	.00	
12510	SANPETE COUNTY TREASURER	2410B	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-6100	10/28/2024	10.36	.00	
12510	SANPETE COUNTY TREASURER	2410C	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-63910	10/28/2024	8.44	.00	
12510	SANPETE COUNTY TREASURER	2410D	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5965	10/31/2024	9.24	.00	
12510	SANPETE COUNTY TREASURER	2410E	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-0952	10/31/2024	5.44	.00	
12510	SANPETE COUNTY TREASURER	2410F	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-0778	10/31/2024	98.32	.00	
12510	SANPETE COUNTY TREASURER	2410G	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5304	10/31/2024	112.92	.00	
12510	SANPETE COUNTY TREASURER	2410H	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5308	10/31/2024	17.32	.00	
12510	SANPETE COUNTY TREASURER	2410I	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5311	10/31/2024	31.28	.00	
12510	SANPETE COUNTY TREASURER	2410J	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5324	10/31/2024	7.32	.00	
12510	SANPETE COUNTY TREASURER	2410K	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5325	10/31/2024	5.56	.00	
12510	SANPETE COUNTY TREASURER	2410L	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5328	10/31/2024	4.84	.00	
12510	SANPETE COUNTY TREASURER	2410M	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5329	10/31/2024	6.56	.00	
12510	SANPETE COUNTY TREASURER	2410N	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5359	10/31/2024	156.56	.00	
12510	SANPETE COUNTY TREASURER	2410O	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5361	10/31/2024	34.88	.00	
12510	SANPETE COUNTY TREASURER	2410P	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5372	10/31/2024	54.56	.00	
12510	SANPETE COUNTY TREASURER	2410Q	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5375	10/31/2024	27.88	.00	
12510	SANPETE COUNTY TREASURER	2410R	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5378	10/31/2024	125.60	.00	
12510	SANPETE COUNTY TREASURER	2410S	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5308X	10/31/2024	92.76	.00	
12510	SANPETE COUNTY TREASURER	2410T	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5321X	10/31/2024	31.28	.00	
12510	SANPETE COUNTY TREASURER	2410U	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-6084	10/31/2024	111.72	.00	
12510	SANPETE COUNTY TREASURER	2410V	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-6087	10/31/2024	21.92	.00	
12510	SANPETE COUNTY TREASURER	2410W	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-6090	10/31/2024	41.16	.00	
12510	SANPETE COUNTY TREASURER	2410X	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5372X	10/31/2024	5.44	.00	
	Total SANPETE COUNTY TREASURER:					1,042.44	.00	
SCHOLZEN PRODUCTS CO INC								
7505	SCHOLZEN PRODUCTS CO INC	3049356-00	51-40-265 WATER QUALITY TESTS & CHLORINE	WATER-CYLINDER MONTHLY RENTAL	10/16/2024	96.00	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total SCHOLZEN PRODUCTS CO INC:					96.00	.00	
SEVIER OFFICE SUPPLY								
7575	SEVIER OFFICE SUPPLY	1046211-0	10-75-240 OFFICE SUPPLIES AND EXPENSE	LIBRARY-THERMAL PAPER ROLLS	10/17/2024	47.00	.00	
7575	SEVIER OFFICE SUPPLY	1046211-0	10-43-240 OFFICE SUPPLIES AND EXPENSE	ADMIN-PENCIL SHARPENERS	10/17/2024	3.57	.00	
7575	SEVIER OFFICE SUPPLY	1046507-0	10-43-240 OFFICE SUPPLIES AND EXPENSE	ADMIN-SHARPIE MARKERS	10/24/2024	18.67	.00	
	Total SEVIER OFFICE SUPPLY:					69.24	.00	
SILENCER CO								
15470	SILENCER CO	INV/2024/61383	10-54-600 IMPACT - EMERGENCY SERVICES	POLICE-SILENCER, MOUNT,PARTS-IMPACT	10/21/2024	497.20	.00	
	Total SILENCER CO:					497.20	.00	
SKAGGS COMPANIES, INC								
7730	SKAGGS COMPANIES, INC	450_A_241656	10-54-160 UNIFORM ALLOWANCE	POLICE-NAME TAPE-WILLARDSON	10/08/2024	11.99	.00	
7730	SKAGGS COMPANIES, INC	450_A_249553	10-54-160 UNIFORM ALLOWANCE	POLICE-POLOS-POWELL	09/30/2024	163.83	.00	
7730	SKAGGS COMPANIES, INC	450_A_250241	10-54-160 UNIFORM ALLOWANCE	POLICE-UNFORM FLASHLIGHT, HOLDERS-AAGARD	09/17/2024	351.78	.00	
7730	SKAGGS COMPANIES, INC	450_A_253430	10-54-160 UNIFORM ALLOWANCE	POLICE-SHIRTS-DONALDSON	10/09/2024	277.96	.00	
7730	SKAGGS COMPANIES, INC	450_A_253556	10-54-160 UNIFORM ALLOWANCE	POLICE-BELT, BOOTS-ZEEMAN	10/09/2024	190.98	.00	
7730	SKAGGS COMPANIES, INC	450_A_253838	10-54-160 UNIFORM ALLOWANCE	POLICE-CHEVRONS, SHIRT, BELT-AAGARD	10/09/2024	121.83	.00	
	Total SKAGGS COMPANIES, INC:					1,118.37	.00	
SOUTHWEST PLUMBING SUPPLY								
7990	SOUTHWEST PLUMBING SUPPLY	S4811813.001	10-77-262 GROUNDS MAINTENANCE	CEMETERY-GROUNDS MAINT-SPRINKLERS	10/30/2024	7.36	.00	
7990	SOUTHWEST PLUMBING SUPPLY	S4812614.001	10-72-262 GROUNDS MAINTENANCE	PARKS-GROUNDS MAINT-CANYON VIEW	10/30/2024	104.20	.00	
7990	SOUTHWEST PLUMBING SUPPLY	S4812627.001	10-77-250 EQUIPMENT SUPPLIES & MAINT	CEMETERY-TUBING CUTTER	10/22/2024	83.18	.00	
7990	SOUTHWEST PLUMBING SUPPLY	S4812627.001	10-72-250 EQUIP SUPPLIES & MAINTENANCE	PARKS-TUBING CUTTER	10/22/2024	83.18	.00	
7990	SOUTHWEST PLUMBING SUPPLY	S4813277.001A	10-51-260 BLDGS SUPPLIES & MAINTENANCE	GEN GOVT BLDGS-WATER HEATER REPAIR	10/23/2024	42.88	.00	
7990	SOUTHWEST PLUMBING SUPPLY	S4813571.001	10-51-260 BLDGS SUPPLIES & MAINTENANCE	GEN GOVT BLDGS-WATER HEATER REPAIR	10/23/2024	184.66	.00	
	Total SOUTHWEST PLUMBING SUPPLY:					505.46	.00	
SPRINKLER SUPPLY CO.								
16078	SPRINKLER SUPPLY CO.	WC4277	10-72-262 GROUNDS MAINTENANCE	PARKS-VALVE BOX	10/14/2024	150.70	.00	
16078	SPRINKLER SUPPLY CO.	WC8870	10-72-262 GROUNDS MAINTENANCE	PARKS-COUPLING, REPAIR COUPLER	10/22/2024	63.61	.00	
16078	SPRINKLER SUPPLY CO.	WD2873	10-72-262 GROUNDS MAINTENANCE	PARKS-STOCK	10/29/2024	103.53	.00	
	Total SPRINKLER SUPPLY CO.:					317.84	.00	
STAKER & PARSON COMPANIES								
11727	STAKER & PARSON COMPANIES	6491635	11-60-480 DEPARTMENT SUPPLIES	STREETS-1/2" ASPHALT WM	10/23/2024	693.88	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total STAKER & PARSON COMPANIES:					693.88	.00	
STAPLES ADVANTAGE								
11522	STAPLES ADVANTAGE	7002590015	10-54-480 DEPARTMENT SUPPLIES	POLICE-CANON INK	10/14/2024	203.64	.00	
	Total STAPLES ADVANTAGE:					203.64	.00	
STATE OF UTAH-HEAT PROGRAM								
13670	STATE OF UTAH-HEAT PROGRAM	2410	53-21360 HEAT Assistance Liability	HEAT REFUND-13 ACCOUNTS	10/18/2024	3,201.64	.00	
	Total STATE OF UTAH-HEAT PROGRAM:					3,201.64	.00	
STUART C IRBY CO								
14712	STUART C IRBY CO	S014072856.00	53-40-480 ELECTRIC SUPPLIES	POWER-RETROFIT BIRD GUARD	10/29/2024	11,562.00	.00	
14712	STUART C IRBY CO	S014092566.00	53-40-480 ELECTRIC SUPPLIES	POWER-40A FUSES (6)	10/23/2024	1,080.00	.00	
	Total STUART C IRBY CO:					12,642.00	.00	
TOP NOTCH HEATING & AIR								
15987	TOP NOTCH HEATING & AIR	762	10-51-260 BLDGS SUPPLIES & MAINTENANCE	GEN GOVT BLDGS-HVAC MAINTENANCE	10/03/2024	670.00	.00	
15987	TOP NOTCH HEATING & AIR	784	11-60-260 BLDGS SUPPLIES & MAINTENANCE	STREETS-PW BDLG-THERMOSTAT	10/31/2024	61.66	.00	
15987	TOP NOTCH HEATING & AIR	784	51-40-260 BLDGS SUPPLIES & MAINTENANCE	WATER-PW BLDG-THERMOSTAT	10/31/2024	61.67	.00	
15987	TOP NOTCH HEATING & AIR	784	52-40-260 BLDGS SUPPLIES & MAINTENANCE	SEWER-PW BLDG-THERMOSTAT	10/31/2024	61.67	.00	
	Total TOP NOTCH HEATING & AIR:					855.00	.00	
TRACTOR SUPPLY CREDIT PLAN								
14414	TRACTOR SUPPLY CREDIT PLAN	2409	10-54-630 ANIMAL CONTROL	POLICE-ANIMAL CONTROL-STRING STRAW	09/29/2024	27.16	27.16	10/21/2024
14414	TRACTOR SUPPLY CREDIT PLAN	2410	10-54-630 ANIMAL CONTROL	POLICE-ANIMAL CONTROL-MOUSE TRAPS	10/31/2024	32.96	.00	
	Total TRACTOR SUPPLY CREDIT PLAN:					60.12	27.16	
UAMPS								
8920	UAMPS	2409	53-40-360 POWER PURCHASE	POWER-POWER BILL-SEP	10/23/2024	228,878.02	.00	
	Total UAMPS:					228,878.02	.00	
USDA FOREST SERVICE								
9050	USDA FOREST SERVICE	BF041001AF00	53-40-300 OPERATING LEASE	POWER-SPECIAL USE POWER LINE	10/24/2024	248.51	.00	
	Total USDA FOREST SERVICE:					248.51	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
UTAH DEPT OF TRANSPORTATION								
14038	UTAH DEPT OF TRANSPORTATION	RE_256*069	10-60-765 EPHRAIM CROSSING PHASE 1 WEST	STREETS-750 S INTERSECTION-PRELIMINARY ENGINEE	10/18/2024	6,581.56	.00	
	Total UTAH DEPT OF TRANSPORTATION:					6,581.56	.00	
UTAH LOCAL GOVERNMENTS TRUST								
9235	UTAH LOCAL GOVERNMENTS TRUST	1613464	10-51-510 INSURANCE	GEN GOVT BLDGS-PROPERTY INSURANCE	11/04/2024	13,172.74	.00	
9235	UTAH LOCAL GOVERNMENTS TRUST	1613464	10-57-510 INSURANCE	FIRE-PROPERTY INSURANCE	11/04/2024	2,713.16	.00	
9235	UTAH LOCAL GOVERNMENTS TRUST	1613464	11-60-510 INSURANCE	STREETS-PROPERTY INSURANCE	11/04/2024	1,036.87	.00	
9235	UTAH LOCAL GOVERNMENTS TRUST	1613464	10-72-510 INSURANCE	PARKS-PROPERTY INSURANCE	11/04/2024	2,519.26	.00	
9235	UTAH LOCAL GOVERNMENTS TRUST	1613464	10-77-510 INSURANCE	CEMETERY-PROPERTY INSURANCE	11/04/2024	120.34	.00	
9235	UTAH LOCAL GOVERNMENTS TRUST	1613464	51-40-510 INSURANCE	WATER-PROPERTY INSURANCE	11/04/2024	8,131.91	.00	
9235	UTAH LOCAL GOVERNMENTS TRUST	1613464	52-40-510 INSURANCE	SEWER-PROPERTY INSURANCE	11/04/2024	1,024.01	.00	
9235	UTAH LOCAL GOVERNMENTS TRUST	1613464	53-40-510 INSURANCE	POWER-PROPERTY INSURANCE	11/04/2024	5,224.86	.00	
9235	UTAH LOCAL GOVERNMENTS TRUST	1613464	59-40-510 INSURANCE AND SURETY BONDS	AIRPORT-PROPERTY	11/04/2024	266.71	.00	
	Total UTAH LOCAL GOVERNMENTS TRUST:					34,209.86	.00	
UTAH STATE TREASURER								
9335	UTAH STATE TREASURER	2410	10-42-620 STATE SURCHARGE	COURT-STATE SURCHARGE	10/31/2024	9,491.87	.00	
15982	UTAH STATE TREASURER	2410 A	53-21350 CUSTOMER DEPOSITS	UNCLAIMED PROPERTY-C MASAQUAPTEWA	10/22/2024	11.65	11.65	10/23/2024
15982	UTAH STATE TREASURER	2410 B	53-21350 CUSTOMER DEPOSITS	UNCLAIMED PROPERTY-M PORTER	10/22/2024	27.14	27.14	10/23/2024
15982	UTAH STATE TREASURER	2410 C	53-21350 CUSTOMER DEPOSITS	UNCLAIMED PROPERTY-C TREVIZO	10/22/2024	85.22	85.22	10/23/2024
15982	UTAH STATE TREASURER	2410 D	53-21350 CUSTOMER DEPOSITS	UNCLAIMED PROPERTY-H WRIGHT	10/22/2024	27.95	27.95	10/23/2024
15982	UTAH STATE TREASURER	2410 E	53-21350 CUSTOMER DEPOSITS	UNCLAIMED PROPERTY-A POLLOCK	10/22/2024	4.47	4.47	10/23/2024
15982	UTAH STATE TREASURER	2410 F	10-42-610 MISCELLANEOUS	UNCLAIMED PROPERTY-S CAPINPIN	10/22/2024	6.00	6.00	10/23/2024
	Total UTAH STATE TREASURER:					9,654.30	162.43	
VERIZON WIRELESS								
9480	VERIZON WIRELESS	9975740690	11-60-280 TELEPHONE	STREETS-PHONES	10/07/2024	97.36	97.36	10/21/2024
9480	VERIZON WIRELESS	9975740690	51-40-280 TELEPHONE	WATER-PHONES	10/07/2024	197.40	197.40	10/21/2024
9480	VERIZON WIRELESS	9975740690	52-40-280 TELEPHONE	SEWER-PHONES	10/07/2024	97.35	97.35	10/21/2024
9480	VERIZON WIRELESS	9975740690	10-42-280 TELEPHONE	COURT-PHONES	10/07/2024	43.01	43.01	10/21/2024
9480	VERIZON WIRELESS	9975740690	10-43-280 TELEPHONE	ADMIN-PHONE	10/07/2024	83.02	83.02	10/21/2024
9480	VERIZON WIRELESS	9975740690	10-45-280 TELEPHONE	COMM DEVT-PHONES	10/07/2024	43.01	43.01	10/21/2024
9480	VERIZON WIRELESS	9975740690	10-54-280 TELEPHONE	POLICE-PHONES	10/07/2024	744.71	744.71	10/21/2024
9480	VERIZON WIRELESS	9975740690	10-57-280 TELEPHONE	FIRE-PHONE	10/07/2024	40.03	40.03	10/21/2024
9480	VERIZON WIRELESS	9975740690	10-70-280 TELEPHONE	REC- PHONES	10/07/2024	43.01	43.01	10/21/2024
9480	VERIZON WIRELESS	9975740690	53-40-280 TELEPHONE	POWER-PHONES	10/07/2024	146.06	146.06	10/21/2024
	Total VERIZON WIRELESS:					1,534.96	1,534.96	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
VLCM								
12564	VLCM	IN145411	10-51-483 COMPUTER SOFTWARE	GEN GOVT-COMP SW-MS SQL SERVER	10/21/2024	3,128.35	.00	
	Total VLCM:					3,128.35	.00	
WALMART								
9540	WALMART	1658668150	10-43-615 EMPLOYEE WELLNESS PROGRAM	ADMIN-WELLNESS SUPPLIES	10/24/2024	148.48	.00	
9540	WALMART	1658668150	10-43-240 OFFICE SUPPLIES AND EXPENSE	ADMIN-KITCHEN SUPPLIES	10/24/2024	48.14	.00	
9540	WALMART	1658668150	10-63-401 COMMUNITY EVENTS	COMMUNITY EVENTS-FALL FESTIVAL	10/24/2024	83.34	.00	
9540	WALMART	1658668150	10-57-480 DEPARTMENT SUPPLIES	FIRE-HALLOWEEN CANDY	10/24/2024	85.82	.00	
9540	WALMART	1658668150	10-79-481 PROGRAMS	COMM CTR-BINGO EXPENSES	10/24/2024	13.38	.00	
	Total WALMART:					379.16	.00	
WILLARDSON, BURL								
16312	WILLARDSON, BURL	2411	10-54-230 TRAVEL	POLICE-MEALS & INCIDENTALS-HIGH RISK ENCOUNTER	11/04/2024	69.00	.00	
	Total WILLARDSON, BURL:					69.00	.00	
ZEEMAN, COLBY R								
14814	ZEEMAN, COLBY R	2410A	10-54-230 TRAVEL	POLICE-MEALS-ADDIT MEALS & INCIDENTALS-FBI COMM	11/04/2024	91.00	.00	
	Total ZEEMAN, COLBY R:					91.00	.00	
	Grand Totals:					374,879.47	1,724.55	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above $0.00 included.

Paid and unpaid invoices included.

MEETING MINUTES
CITY COUNCIL

CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL
5 SOUTH MAIN, EPHRAIM, UTAH
OCTOBER 16, 2024
5:30 PM

ROLL CALL

MEMBERS PRESENT
John Scott, Mayor
Margie Anderson
Anthony Beal
Chad Parry

Daniel Van Beuge, City Attorney
Candice Maudsley, City Recorder
Bryan Kimball, Community Development

Megan Spurling, Planner
Jon Knudsen, Finance Dir.
Jeff Jensen, Public Works
Cory Daniels, Power Dir.
Colby Zeeman, Police
Jeff Hermansen, Fire Chief
Jordan Howe, Rec Dir.

STAFF PRESENT

MEMBERS EXCUSED
Dennis Nordfelt
Lloyd Stevens

DEPARTMENT REPORTS

Jon Knudsen, Finance Director

- Monthly Financial Report: Jon referred to page 22 of a provided finance packet. There have been more than normal expenditures at the airport because we have grants that we have not been reimbursed for yet. The Mayor gave a brief explanation of how finances will go once Manti takes on more responsibilities at the Manti/Ephraim airport.
- The garbage fund is performing well. Jon reviewed various categories of expenses and revenues, explaining how the new accountant is processing transactions, which may differ from previous practices. Attention will be required to ensure the general fund remains positive; this will be further addressed in the upcoming Department Director meeting.
- Councilmember Beal sought clarification regarding the warrant register for the Christmas lights at Pioneer Park. Jon provided an explanation of the expense, and the Mayor requested that Jon obtain further details from Recreation Director Jordan Howe.
-

AGENDA REVIEW

- Community Development Director Bryan Kimball provided an overview of the presentation that Jones and Demill will be delivering. The focus will be on innovative technology that allows for real-time assessment of road quality and necessary repairs.

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- Bryan also reviewed the consent item on the agenda, which pertains to sidewalk and road repairs in a cul-de-sac near the college. Public Works Director Jeff Jense will be overseeing the inspection of this project, which will include the installation of a low back curb.
- Megan addressed the matter concerning the revocation of Bonnie Nielson's business license.

6:00 PM

CALL TO ORDER

The Ephraim City Council convened in a Regular City Council Meeting on Wednesday, October 16, 2024, in the City Council Room. Mayor Scott called the meeting to order at 6:00 p.m.

OPENING CEREMONY

At the invitation of the Mayor, Margie Anderson offered an invocation. Chad Parry led the audience in the Pledge of Allegiance.

PUBLIC COMMENT

No public comment presented.

PRESENTATIONS

SWEARING IN: OFFICER TYLER DONALDSON

The new Ephraim City police officer Tyler Donaldson was given the oath of office by City Recorder Candice Maudsley

JONES & DEMILLE VIALYTICS ROAD ANALYSIS PRESENTATION

Micklane Farmer from Jones and Demille delivered the same presentation he presented to staff a few months ago detailing the software's capabilities. This software conducts a comprehensive pavement assessment for the entire city, providing impartial data on road conditions to identify areas requiring maintenance and repair. Additionally, it collects information on traffic signs and manholes. The system is continually updated, improving with increased usage. Importantly, it safeguards confidential information by blurring out faces and license plates. Access to the system is granted by invitation only.

CONSENT AGENDA

AWARDING OF BID: 500 E SIDEWALK PROJECT

The Council reviewed the information presented by Community Development Director Bryan Kimball regarding the cul-de-sac located at 500 E 100 N. The existing sidewalk is considerably aged and has settled significantly, leading to safety concerns and potential accidents. Two bids were received for the project: one from Todd Alder and another from True North Excavating. It is

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recommended that we accept the bid from Todd Alder, which was the lowest. The project is expected to be completed by May 2025. Additionally, asphalt installation will follow the completion of the curb and sidewalk work.

Councilmember Beal moved to approve the bid to Todd Alder. The motion was seconded by Councilmember Parry. The vote was unanimous. The motion carried.

BONNIE NEILSON BUSINESS LICENSE DISCUSSION AND ACTION

Cameron Nielson presented information and provided a packet outlining the reasons why Ms. Nielson is hesitant to sign her license. The group expressed a desire for greater clarity in the application process, particularly for older individuals. Cameron indicated that he would consult with Bonnie and may secure a signature tomorrow. If no signatures are obtained by October 31, 2024, this matter will be revisited at the next meeting.

No Motion was made regarding this agenda item.

APPROVAL OF WARRANT REGISTER

The Council reviewed the Warrant Register of October 16, 2024.

Councilmember moved to approve Anderson the October 16, 2024; Warrant Register as presented. The motion was seconded by Councilmember Beal. The vote was unanimous. The motion carried.

APPROVAL OF MINUTES

The Council reviewed the minutes of the October 2, 2024 City Council Meeting.

Councilmember Beal moved to approve the October 2, 2024; City Council Meeting Minutes as presented. The motion was seconded by Councilmember Parry. The vote was unanimous. The motion carried.

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APPOINTMENTS AND COUNCIL REPORTS

Margie Anderson

- State Legislative Liaison- Margie provided a report on the study conducted regarding Ranked Choice Voting. Additionally, she addressed the prosecution of child violence crimes and discussed the topic of Accessory Dwelling Units during the session.

Anthony Beal

- Library Board- The OPMA training has been completed. We are pleased to welcome three new board members, who are excellent additions to our team. During the recent elections, Jenny Harris accepted the nomination for board chair. Additionally, the library is exploring opportunities to provide resources to neighboring communities.
- Youth City Council- The council is currently preparing for Spook Alley. Additionally, a grant has been awarded to support youth participation in an upcoming leadership conference.

Chad Parry

- Cemetery Board- The flags will be installed for Veterans Day on November 6th and will be removed on November 13th at 9:00 AM. In addition, military flags will also be displayed. Chad has reported on necessary improvements at the cemetery, specifically concerning the fence and flagpoles. The dead trees will be addressed, and bids for their removal have already been received.

- **Mayor Scott**
- The Mayor, along with Bryan and Candice, met with representatives from the Ferguson Group this afternoon.
- Modifications to airport management will be implemented, with Manti assuming the managerial role while our team will focus more on maintenance responsibilities.
- The position of landfill administrator remains unfilled; this issue was discussed in greater detail during the recent meeting with the Mayor and Commissioners.
- There are currently 15 applicants for the city manager position. Out of these, five candidates will be selected for interviews, which are tentatively scheduled for November 2.
- The Mayor reported positively on today's meeting with Soapcreek, noting it was highly productive. Additionally, Soapcreek has acquired the Abundance building and intend to operate as Abundance once did.

CITY MANAGER REPORT

- Marlin will be available in the office for one hour to assist with the server switchover. Candice has provided an update on the new email addresses and related matters.
- The groundbreaking ceremony for the new medical clinic is scheduled for tomorrow at 12:30 PM.
- The launch of the new website will take place tomorrow.
- The recent airport meeting with Kent Barton from Manti was productive. Manti will assume managerial responsibilities for the airport. On November 6, there will be a joint city council meeting between Manti and Ephraim, along with the airport board. During this meeting, they will propose the establishment of an airport board authority and discuss the possibility of appointing a part-time airport manager. The logistics of the maintenance and managerial transition were also addressed.
- Candice met with Beverly Thomas to discuss the Memorandum of Understanding (MOU) and the desired content of the document. This will be sent to the attorney for finalization before being presented to the council.

ADJOURNMENT

There being no further business to come before the Council for consideration, Councilmember Anderson moved the Regular Council Meeting adjourn at 7:43 p.m. The motion was seconded by Councilmember Beal. The vote was unanimous. The motion carried.

The next regular City Council meeting is scheduled to be held on Wednesday, November 6, 2024, starting at 6:00 p.m. in the Ephraim City Council room.

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MINUTES APPROVED:

_____ _____

John Scott, Mayor Date

ATTEST:

_____ _____

Candice Maudsley, City Recorder Date

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