



# Regular City Council Meeting

Tuesday, January 13, 2026 at 6:00 pm

## AGENDA

A regularly scheduled meeting of the Duchesne City Council will be held at the Duchesne City Office Building, 500 East Main, Duchesne, UT at the above date and time. The agenda will be as follows:

- 1. Roll Call, Prayer, Pledge**
- 2. Minutes**
- 3. Bills**
- 4. Charges and Credits**
- 5. Business License**

The Chili Spot - Scott or Carree Whitten

- 6. Planning And Zoning**
- 7. PUBLIC HEARING: RESOLUTION 26-01, A RESOLUTION AUTHORIZING SEWER REVENUE BONDS, SERIES 2026, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$767,000 (THE "SERIES 2026 BONDS"); TO FINANCE SEWER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS, AND RELATED MATTERS.**
- 8. PUBLIC HEARING: RESOLUTION 26-02, A RESOLUTION AUTHORIZING WATER REVENUE BONDS, SERIES 2026, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$378,000 (THE "SERIES 2026 BONDS"); TO FINANCE WATER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS, AND RELATED MATTERS.**
- 9. RESOLUTION 26-03, A RESOLUTION OF DUCHESNE CITY ADOPTING THE WILDLAND-URBAN INTERFACE (WUI) CODE AND OFFICIAL WUI MAPPING IN ACCORDANCE WITH UTAH HOUSE BILL 48**
- 10. Training - Open Public Meeting**

<https://www.youtube.com/watch?v=QNVBuXB7vkM>

- 11. Animal Control Officer Logistics - Bryce Hamilton**
- 12. 304 Sick Leave Benefits - Proposed Changes - Myra Young**
- 13. Addressing Penny Shortage - Stephanie Skewes**
- 14. 15-Minute Open Session**

The City of Duchesne welcomes you and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the Council. Your comments will be limited to three (3) minutes. The Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of City Staff for follow-up. Thank you.

**15. Book Of Complaints, Concerns And Comments**

**16. Mayor And Council Review Of Old Business**

**17. Work Meeting: Discussion of City Projects, Budget and Operational Matters, Council Initiatives and Priorities and Other Items Properly Brought Before the Council**

Note: "Other Items Properly Brought Before the Council" refers to topics that may arise during the meeting that are related to city business but were not specifically listed on the agenda. These items will be discussed in accordance with Utah's Open and Public Meetings Act and are intended to provide flexibility for timely city matters while keeping the public informed.

**18. Closed Meeting (Utah Code §52-4-205): Pending Litigation & Tribal Litigation Discussions**

Closed Meeting: Closed meeting of the Duchesne City Council to discuss one or more closed meeting categories based on UCA 52-4-2-4: (1) character, professional competence, physical, mental health of an individual; (2) pending or reasonably imminent litigation; (3) purchase, exchange, or lease of real property; (4) sale of real property; (5) deployment of security personnel, devices or systems; (6) investigative proceedings regarding allegations of criminal misconduct.

**19. Adjournment**

**Attest:**

Myra Young, Recorder: *Myra Young*

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Contact: Myra Young (myoung@duchesnecity.com 435-738-2464) | Agenda published on 01/12/2026 at 3:38 PM



# Regular City Council Meeting

## Minutes

**Tuesday, December 9, 2025 at 6:00 pm**

## AGENDA

A regularly scheduled meeting of the Duchesne City Council will be held at the Duchesne City Office Building, 500 East Main, Duchesne, UT at the above date and time. The agenda will be as follows:

### 1. Roll Call, Prayer, Pledge

#### Minutes:

Mayor Rowley conducted the meeting. City Recorder, Myra Young took minutes. City Council Members present were Matt Skewes, Jenny Adams, Cody Ivie and Jason Baker. Council Member Bryce Hamilton was absent. Mayor Rowley offered the prayer. Mayor Rowley led the Pledge of Allegiance.

Duchesne City Employee Attendees: Jessica North, Stephanie Skewes, Lane Genereux

Public Attendees: Chuck Richins, Ashley Richins, Karie Morril, Dylan Morril, Shelley Brennan, Janice Shipman, Jenni Thompson, Heather Ivie, Eric Johnson, Guy Taylor, Janice Taylor, Deborah Herron, Mark Nielsen, Kori Wilde

### 2. Minutes

#### Minutes:

The Council reviewed the minutes.

MOTION by Council Member Adams seconded by Council Member Baker to approve the minutes from Special City Council 11/18/2025 and Regular City Council Meeting 11/25/2025.

- Council Member Hamilton – Absent
- Council Member Skewes - Aye
- Council Member Adams - Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

### 3. Bills

#### Minutes:

The City Council reviewed the bills.

MOTION by Council Member Ivie, seconded by Council Member Baker to pay the bills.

- Council Member Hamilton - Absent
- Council Member Skewes - Aye

- Council Member Adams - Aye
- Council Member Ivie – Aye
- Council Member Baker - Aye

Motion carried by unanimous vote.

#### **4. Charges and Credits**

##### **Minutes:**

The Council reviewed the Charges & Credits

#### **5. Business License**

##### **Minutes:**

The Council reviewed the Business License issued to Life Elevated Physical Therapy, Lori Thompson.

#### **6. Planning And Zoning**

##### **Minutes:**

Deborah Herron, Planning and Zoning Commissioner stated there was nothing to report as they had not met again. Council Member Ivie stated we will not have a planning and zoning commission come January 1, 2026. Deborah confirmed this, there is only one person left and that is Valorie who may also step down from the position.

#### **7. PUBLIC HEARING: RESOLUTION 25-06 A RESOLUTION AUTHORIZING NOT MORE THAN \$767,000 SEWER REVENUE BONDS, IN ONE OR MORE SERIES, FOR SEWER SYSTEM IMPROVEMENTS AND NOT MORE THAN \$378,000 WATER REVENUE BONDS, IN ONE OR MORE SERIES, FOR WATER SYSTEM IMPROVEMENTS; FIXING THE MAXIMUM PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES, AND DISCOUNTS; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.**

##### **Minutes:**

Eric Johnson, Bond Counsel for Duchesne City for over 25 years, explained his role and outlined the financing process for the City's water and sewer projects.

Mr. Johnson stated that under the Utah Constitution, public entities are generally required to hold an election before incurring debt, due to constitutional limits intended to prevent excessive public debt. However, an exception applies to water and sewer projects because they are not funded by property taxes. For these types of projects, an election is not required, but a public hearing must be held.

He explained that the City will hold a public hearing in January to authorize the loans, with the intent to close on the loans one to two months later. The loan amounts are \$767,000 for the sewer project and \$378,000 for the water project, both at an interest rate of 0.5%. The loans may be repaid at any time without penalty.

Mr. Johnson emphasized that the interest rate is heavily subsidized compared to current municipal bond rates, which are approximately 5% for 20 to 30-year terms. In addition to the low interest rate, the projects are further subsidized through grants totaling approximately \$1.781 million for the sewer project and \$881,000 for the water

project.

He explained that if the projects were financed at full value with current market interest rates, the City would repay approximately \$7.5 million. Under the current loan and grant structure, the City will repay just over \$1 million for both projects combined. Mr. Johnson concluded by noting that these projects are significantly subsidized and represent a substantial financial benefit to the community.

Mayor Rowley opened the public hearing for public comment at 6:10 p.m.

Shelley Brennan provided public comment, stating her full support of the resolution. She thanked the Mayor and Council for the time and effort spent securing funding for the projects, noting the importance of the projects for expanding and improving the City's infrastructure.

There were no further public comments.

Mayor Rowley closed the public hearing at 6:11 p.m.

MOTION by Council Member Ivie, seconded by Council Member Baker to accept Resolution 25-06.

- Council Member Hamilton – Absent
- Council Member Skewes - Aye
- Council Member Adams - Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

## **8. Karie Morrill 514 E 400 N - Zone Amendment from Residential-to-Residential Agriculture**

### **Minutes:**

The City Council addressed a request from Dylan and Karie Morrill to rezone their property from Residential (R) to Residential Agricultural (RA) to allow the keeping of livestock.

Council Member Ivie stated his primary concern was that the request was limited to a zone change and did not address the minimum square footage requirements for keeping animals. He explained that rezoning the property alone would not resolve the issue, as the property would still not meet the required acreage. He noted that while some lots in the city are smaller than the minimum acreage, lot size and zoning classification are separate matters, and square footage requirements apply regardless of zoning.

Karie Morrill stated that when the property was purchased, the seller disclosure represented the property as a half-acre and zoned Residential Agricultural (RA). The Morrill's relied on this information at the time of purchase and moved into the property under that understanding. She stated that only after complaints were received regarding livestock were they informed sheep were not permitted under the existing zoning. Following those complaints, the Morrill's appeared before Planning & Zoning to request a rezoning, at which time the acreage issue was identified. Karie Morrill further stated that after Planning & Zoning discussions, Deborah Herron reviewed records at the County Recorder's Office in coordination with City Recorder Shelley Brennan.

At the request of Council Member Ivie, Shelley Brennan explained that she reviewed the tax records and legal description on the deed. She stated that Lots 7 and 8 measure 50 feet by 150 feet, with an additional 10-foot strip on the west side and a 25-foot-wide

vacated street on the north, resulting in a total depth of 175 feet. Based on the legal description, she calculated the property size to be approximately 19,192 square feet. She stated that while the Morrill's may obtain a survey, she did not believe a survey would materially change the square footage due to the limitations of the existing legal description unless additional vacated property exists that is not included in the deed. Council Member Baker stated that any inaccuracies in the seller disclosure are a matter between the buyer and seller and are not within the City's authority to resolve. He stated that while the situation was unfortunate, zoning decisions must be based on current ordinances and verified property information.

Mayor Rowley asked how square footage related to zoning. Council Member Ivie responded that square footage directly affects what animals may be allowed and that rezoning a property that does not meet the minimum requirements would likely result in enforcement issues or additional variance requests or special permits. Council Member Baker noted that such actions would require further Council approvals the Council had previously agreed to avoid.

Karie Morrill stated that her intent was to have the property zoned correctly so that requirements would be clearly defined and applied fairly for both her family and neighboring properties. She noted that Residential Agricultural zoning exists immediately adjacent to the property and stated that the rezoning would not negatively impact surrounding properties. She further stated that the request was tied to religious practices and that the family was attempting to comply with City ordinances. She stated that she gathered signatures in support of the rezoning request.

Council Member Baker stated that opposition from neighboring property owners was submitted during the public hearing process and that this opposition was a factor in his decision. Karie Morrill stated that she believed the opposition was based on incorrect information regarding livestock activity. Council Member Baker responded that public comments and signed statements submitted during the hearing must be accepted at face value as part of the public input process.

Karie Morrill stated they were not seeking to keep the maximum number of animals and compared the situation to owning household pets. Council Member Ivie responded that animal numbers and density are policy issues separate from the zoning request. He stated that if zoning changes were to be considered, the City would also need to address animal density and requirements citywide, noting that current ordinances lack specificity. He emphasized that failing to follow adopted ordinances undermines their purpose and that he opposed creating loopholes through selective rezoning.

Council Member Baker stated that the Council had repeatedly directed Planning & Zoning over the past six months to review the City's zoning comprehensively, noting that decades of variances and special permits had created inconsistencies. He expressed sympathy for the Morrill family but stated that rezoning the property would not resolve the issue due to insufficient square footage and would likely require additional approvals the Council was unwilling to grant.

Council Member Ivie made a motion to deny the zone change request and refund the application fee, citing the extended delay and stating that the issue should have been addressed earlier in the Planning & Zoning process

Council Member Skewes commented that the Morrill's appeared to be making a good-faith effort to comply and noted that other properties in the City have animals without sufficient acreage, stating he would be inclined to approve the request. Council Member Ivie responded that approval would not resolve the square footage issue.

Mayor Rowley noted that approval would at least move the applicants one step forward. Council Member Ivie stated that alternative options, such as a conditional use permit, may be available and reiterated that a zoning change was not the appropriate solution. He stated that the Council could not bend ordinances to fit individual circumstances.

Council Member Baker added that if other properties within the City are not complying with animal regulations, those matters should be reported and addressed separately. MOTION by Council Member Ivie, seconded by Council Member Adams to deny the request of a zone change and refund the Morrill's application fee of \$200.

- Council Member Hamilton – Absent
- Council Member Skewes - Aye
- Council Member Adams - Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

## **9. Kinder Morgan Pipeline Easement Agreement- Heather Ivie, Land Agent**

### **Minutes:**

Heather Ivie, Land Agent with Kinder Morgan, presented proposed right-of-way agreements and reviewed project details including both airport and non-airport properties using visual slides.

She stated that last time she met with the Council she believed most items were in order, with a few adjustments required. She noted that the proposed compensation rate of \$0.12 per square foot was workable for Kinder Morgan and beneficial to the City.

Heather explained that the project alignment was revised after Crescent indicated plans to install a future water line within its existing easement. As a result, Kinder Morgan relocated its line to avoid that easement. She stated that engineers were able to utilize much of the existing infrastructure, significantly reducing impacts, particularly on airport property.

She explained that the project was divided into two separate right-of-way agreements: one for non-airport property with a one-time payment, and one for airport property with an annual payment. Compensation was calculated at a rate of \$0.12 per square foot for all permanent and temporary easements. The agreements were separated for clarity, recording, and tracking purposes.

For the non-airport property agreement, she reviewed the easement widths and noted that Council-requested stipulations were included, including a requirement that any above-ground appurtenances be less than 10 feet in height. She stated that the total one-time payment for this portion would be slightly over \$23,000.

She explained that the agreement requires coordination with the Airport Manager for any work occurring on airport property, except in emergency situations. She noted that a memorandum of agreement would be recorded with the Duchesne County Recorder, while the full agreement would be retained at the City office.

For the airport property agreement, Heather reviewed the proposed easement segments, widths, and associated compensation. She explained that this portion of the project would result in a one-time payment of approximately \$56,000 and an annual payment of \$13,735 to the City. She also reviewed the location of above-ground

appurtenances, stating that valve sets would mirror existing structures, remain under 10 feet in height, and be located entirely within the proposed right-of-way.

Mayor Rowley questioned why the airport agreement reflected a rate of \$0.12 per square foot rather than \$0.18 per square foot. Heather stated that she believed the Council had previously agreed to reduce the airport rate to \$0.12 per square foot and that this understanding was the reason for the project delay.

Mayor Rowley stated that the City's airport policy was updated approximately two years ago to require \$0.18 per square foot for new airport easements, while older agreements remain at \$0.12 per square foot. Council members recalled discussion regarding a reduction to \$0.12 per square foot and expressed agreement with that rate, questioning whether the rate discrepancy was the remaining issue.

Heather stated that the rate clarification was the reason for returning to the Council and confirmed that Kinder Morgan was seeking consistency with Crescent's existing agreement.

Heather stated that construction is anticipated to occur between January and May, noting that the timeline may vary due to weather and construction conditions.

MOTION by Council Member Ivie, seconded by Council Member Adams, to accept the Kinder Morgan Pipeline Easement Agreement as presented.

- Council Member Hamilton – Absent
- Council Member Skewes - Aye
- Council Member Adams - Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

## **10. Duchesne County Mosquito Abatement - Acknowledgement of Tentative Budget Review**

### **Minutes:**

The City Council reviewed the documents.

## **11. Personnel Policies and Procedures Manual**

### **Minutes:**

The Council reviewed the Personnel Policies and Procedures.

MOTION by Council Member Baker, seconded by Council Member Adams, to approve the Personnel Policies and Procedures Manual.

- Council Member Hamilton – Absent
- Council Member Skewes - Aye
- Council Member Adams - Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

## **12. Privacy Policy of Duchesne City . Ordinance 25-3: AN ORDINANCE TO INITIATE THE ESTABLISHMENT OF THE CITY OF DUCHESNE DATA PRIVACY PROGRAM; DESIGNATE CHIEF ADMINISTRATIVE AND AUTHORIZED RECORDS OFFICERS; REQUIRE RECORDS FOR PROOF OF OFFICER AND EMPLOYEE PRIVACY**

## **TRAINING; PREPARE WEBSITE DATA PRIVACY NOTICE; ENDORSE THE STATE OF UTAH'S DATA PRIVACY POLICY; AND COMPLETE CITY OF DUCHESNE INTERNAL DATA PRIVACY PROGRAM REPORT**

### **Minutes:**

AN ORDINANCE TO INITIATE THE ESTABLISHMENT OF THE CITY OF DUCHESNE DATA PRIVACY PROGRAM; DESIGNATE CHIEF ADMINISTRATIVE AND AUTHORIZED RECORDS OFFICERS; REQUIRE RECORDS FOR PROOF OF OFFICER AND EMPLOYEE PRIVACY TRAINING; PREPARE WEBSITE DATA PRIVACY NOTICE; ENDORSE THE STATE OF UTAH'S DATA PRIVACY POLICY; AND COMPLETE CITY OF DUCHESNE INTERNAL DATA PRIVACY PROGRAM REPORT

MOTION by Council Member Baker, seconded by Council Member Ivie, to approve Ordinance 25-3 Duchesne City Data Privacy Program.

- Council Member Hamilton – Absent
- Council Member Skewes - Aye
- Council Member Adams - Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

## **13. 15-Minute Open Session**

### **Minutes:**

- Janice Shipman provided an update on the Rainbow Bridge project. She stated that she plans to install a 5-foot bridge in front of her home as a pilot project and monitor it over the course of one year to assess vandalism, usage, and whether it is used and respected as intended. She indicated that after one year, she would return to the Council to discuss the feasibility of expanding the project on a larger scale within the City.
- Chuck Richins with Horrocks Engineering provided an update on the project, stating that punch list items are being finalized. He explained that asphalt work cannot be completed until next year. Mr. Richins recommended releasing a portion of the five percent retainage, approximately \$75,000 to \$100,000 while holding the remaining balance until the contractor can return to complete the asphalt repairs. He noted that there are several areas requiring significant asphalt work.

## **14. Book Of Complaints, Concerns And Comments**

### **Minutes:**

There was one entry made into the book. Myra Young, City Recorder read it aloud. December 3rd, 2025, Dear City Council and Mayor Rowley. Thank you all for your efforts to help encourage the drivers of tanker trucks with pups not to drive or park on city streets. I have noticed an encouraging change. Thank you again and Merry Christmas, Teresa Baker.

## **15. Mayor And Council Review Of Old Business**

### **Minutes:**

It was decided to cancel the meeting on the 23rd.

**16. Work Meeting: Discussion of City Projects, Budget and Operational Matters, Council Initiatives, and Other Items Properly Brought Before the Council**

**Minutes:**

There was no work meeting held.

**17. Closed Meeting: Closed meeting of the Duchesne City Council to discuss one or more closed meeting categories based on UCA 52-4-2-4: (1) character, professional competence, physical, mental health of an individual; (2) pending or reasonably imminent litigation; (3) purchase, exchange, or lease of real property; (4) sale of real property; (5) deployment of security personnel, devices or systems; (6) investigative proceedings regarding allegations of criminal misconduct.**

**Minutes:**

There was no closed meeting held.

**18. Adjournment**

**Minutes:**

MOTION by Council Member Ivie seconded by Council Member Baker to adjourn the regular City Council meeting at 6:57 pm.

- Council Member Hamilton- Absent
- Council Member Skewes- Aye
- Council Member Adams- Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

**Attest:**

Myra Young, Recorder: \_\_\_\_\_

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Contact: Myra Young (myoung@duchesnecity.com 435-738-2464)

**Duchesne City  
Open Invoice Listing**

1/12/2026

<b>Vendor Id</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>PO#</b>	<b>Invoice Date</b>	<b>Due Date</b>	<b>Amount</b>
4516095	Allred's Amazing Maids	94354		12/4/2025	12/4/2025	\$106.00
4516095	Allred's Amazing Maids	94545		12/18/2025	12/18/2025	\$106.00
4516095	Allred's Amazing Maids	94684		12/31/2025	12/31/2025	\$106.00
	<b>Vendor Total:</b>					\$318.00
4309309	Arrow Oilfield & Sanitation	28369		1/1/2026	1/1/2026	\$360.00
4514824	Basinwide Dumpsters Inc.	1017		12/31/2025	12/31/2025	\$13,706.00
4517702	BDA. Utah Code	2518		11/26/2025	11/26/2025	\$101.25
4517702	BDA. Utah Code	2601		1/5/2026	1/5/2026	\$101.25
4517702	BDA. Utah Code	2602		1/6/2026	1/6/2026	\$198.89
	<b>Vendor Total:</b>					\$401.39
4516015	Blue Stakes Of Utah 811	UT202503500		12/31/2025	12/31/2025	\$52.20
0	Business Solutions Group	17165		1/5/2026	1/5/2026	\$338.00
150	Central Utah Water Conservancy Dist	675		12/31/2025	12/31/2025	\$21,515.00
4517607	Despain, Kyson	12222025		11/20/2025	11/20/2025	\$40.00
4516714	Dorsett Technologies	2512-90857		12/29/2025	12/29/2025	\$270.00
4198198	Duchesne City	01082026		1/8/2026	1/8/2026	\$536.76
236	East Duchesne Culinary Water	12312025		12/31/2025	12/31/2025	\$45.00
4516685	Fuel Network	F2606E00738		1/2/2026	1/2/2026	\$1,078.14
B092	Gateway Sinclair	12222025		12/31/2025	12/31/2025	\$41.07
4517535	Hanberg Civic Services	00012		11/3/2025	11/3/2025	\$1,537.50
4517535	Hanberg Civic Services	00013		11/12/2025	11/12/2025	\$1,281.25
	<b>Vendor Total:</b>					\$2,818.75
4516698	J-U-B Engineers, Inc	01082026		1/8/2026	1/8/2026	(\$1,461.36)
4516698	J-U-B Engineers, Inc	191497		11/29/2025	11/29/2025	\$10,391.05
4516698	J-U-B Engineers, Inc	191504		11/29/2025	11/29/2025	\$661.20
	<b>Vendor Total:</b>					\$9,590.89
410	Kohls	12312025		12/31/2025	12/31/2025	\$1,165.58
4515548	Marta-Co Supply Inc.	0500761-IN		12/29/2025	12/29/2025	\$498.37
B025	Moon Lake Electric	01092026		12/29/2025	12/29/2025	\$4,325.35
493	Mount Olympus Water Inc.	10208831 121925		12/19/2025	12/19/2025	\$78.04
4517001	Mountainland Power Equipment	196479		12/10/2025	12/10/2025	\$119.51
462	Mountainland Supply, LLC	S107421153.001		12/1/2025	12/1/2025	\$14.93
462	Mountainland Supply, LLC	S107484560.001		12/3/2025	12/3/2025	\$406.67
	<b>Vendor Total:</b>					\$421.60
4517136	Precision Pumping Systems	RMS000718		1/2/2026	1/2/2026	\$600.00
4517352	Precision Tire Services	112971		12/1/2025	12/1/2025	\$159.65
4517352	Precision Tire Services	113384		12/23/2025	12/23/2025	\$1,403.76
4517352	Precision Tire Services	113442		12/30/2025	12/30/2025	\$65.00
4517352	Precision Tire Services	113474		12/30/2025	12/30/2025	\$118.80
4517352	Precision Tire Services	113475		12/31/2025	12/31/2025	\$1,409.28
	<b>Vendor Total:</b>					\$3,156.49
0	Smith Hartvigsen, PLLC	72584		1/2/2026	1/2/2026	\$506.00
0	Smith Hartvigsen, PLLC	72585		1/2/2026	1/2/2026	\$2,410.50
	<b>Vendor Total:</b>					\$2,916.50
B058	Strata Networks	006221329		11/19/2025	11/19/2025	\$50.00
B058	Strata Networks	006254842		12/31/2025	12/31/2025	\$1,447.86
	<b>Vendor Total:</b>					\$1,497.86
4517359	The Floating Petal	000027		1/12/2026	1/12/2026	\$150.00
4514876	Wonderware Inc. dba Core Business	INV-34150		12/31/2025	12/31/2025	\$184.00
4515636	World Fuel Services	1171081		12/30/2025	12/30/2025	\$24,820.44
808	Zions Bank	01092026		1/6/2026	1/6/2026	\$4,527.46
	<b>Report Total:</b>					\$95,572.40

**Duchesne City  
Open Invoice Listing**

12/16/2025

<u>Vendor Id</u>	<u>Vendor Name</u>	<u>Invoice No.</u>	<u>PO#</u>	<u>Invoice Date</u>	<u>Due Date</u>	<u>Amount</u>
4515914	Basin Lube and Tire LLC	6772		11/14/2025	11/14/2025	\$25.00
4515914	Basin Lube and Tire LLC	6790		11/24/2025	11/24/2025	\$118.48
	<b>Vendor Total:</b>					<b>\$143.48</b>
150	Central Utah Water Conservancy Dist	655		11/30/2025	11/30/2025	\$24,050.00
4515901	Duchesne County-Event Center	2307		12/8/2025	12/8/2025	\$320.00
4516685	Fuel Network	F2605E00778		12/1/2025	12/1/2025	\$1,079.65
4516380	Shred-It USA/ Stericycle	8012776433		11/30/2025	11/30/2025	\$93.80
0	Smith Hartvigsen, PLLC	72455		11/30/2025	11/30/2025	\$450.00
0	Smith Hartvigsen, PLLC	72456		11/30/2025	11/30/2025	\$2,806.00
	<b>Vendor Total:</b>					<b>\$3,256.00</b>
4516135	Spectra LLC	03215		12/11/2025	12/11/2025	\$1,084.00
4517695	Uintah Precision	12/2025		12/4/2025	12/4/2025	\$610.85
720	Utah Local Governments Trust	M1623511		12/15/2025	12/15/2025	\$8.06
720	Utah Local Governments Trust	M1623512		12/15/2025	12/15/2025	\$1,092.68
	<b>Vendor Total:</b>					<b>\$1,100.74</b>
	<b>Report Total:</b>					<b>\$31,738.52</b>

**Duchesne City**  
**Open Invoice Listing**

12/17/2025

<u>Vendor Id</u>	<u>Vendor Name</u>	<u>Invoice No.</u>	<u>PO#</u>	<u>Invoice Date</u>	<u>Due Date</u>	<u>Amount</u>
4517291	DHHS-Unified State Laboratories	26L0000552		12/4/2025	12/4/2025	\$659.03
4517007	Les Olson Company	EA1627851		12/10/2025	12/10/2025	\$120.80
B025	Moon Lake Electric	12172025		12/17/2025	12/17/2025	\$32.97
4514887	Public Employees Health Program	696496		12/15/2025	12/15/2025	\$27,161.68
4516267	Reinhardt Refrigeration Inc.	109921		12/12/2025	12/12/2025	\$600.00
4515971	SCI Automation, Inc.	1291-0629		12/15/2025	12/15/2025	\$215.00
<b>Report Total:</b>						<b>\$28,789.48</b>

**Duchesne City  
Open Invoice Listing**

12/22/2025

<b><u>Vendor Id</u></b>	<b><u>Vendor Name</u></b>	<b><u>Invoice No.</u></b>	<b><u>PO#</u></b>	<b><u>Invoice Date</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
4516248	Al's Foodtown	12222025		11/30/2025	11/30/2025	\$1,910.17
3118500	Horrocks Engineers LLC	99507		10/24/2025	10/24/2025	\$9,028.85
171	Washington National Ins Co	P2602118		12/15/2025	12/15/2025	\$683.98
<b>Report Total:</b>						<b>\$11,623.00</b>

**ZIONS BANK**

RODNEY ROWLEY  
DUCHESNE CITY  
Account Number :  
xxxx xxxx xxxx 0700

**VISA**PC 1/6/26 Conf #2026010614284200000**ACCOUNT SUMMARY**

Account Number	xxxx xxxx xxxx 0700	Previous Balance	\$0.00
Credit Limit	\$5,000.00	Payments	\$0.00
Available Credit	\$2,755.00	Credits	\$0.00
Statement Closing Date	January 02, 2026	Purchases	\$2,244.80
Payment Due Date	January 22, 2026	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$56.00	Finance Charges	\$0.00
Days in Billing Cycle	31	New Balance	\$2,244.80

TOTAL \*FINANCE CHARGE\* PAID IN 2025 \$0.00

**TRANSACTIONS**

Trans Date	Post Date	Reference Number	Transaction Description	Amount
12/29	12/29	2405523BQHDHYG3S6	PUMPERS INC ROOSEVELT UT	\$70.05
12/31	12/31	2468807QH0FV4Y1M2	MYPILOTSTORE.COM 480-556-0500 AZ	\$2,174.75

Aviation  
Supplies  
Aviation  
Supplies

Finance Charge Summary	Daily Periodic Rate (May Vary)	Total Finance Charge	Balance Subject to Finance Charge	Annual Percentage Rate
Purchase	0.04314%	\$0.00	\$0.00	15.75%
Cash Advances	0.06229%	\$0.00	\$0.00	22.74%

**ZIONS BANK**

PO BOX 30833  
SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.  
Payment sent to any other location may delay crediting your account.  
Please detach this portion and return it with your payment to ensure proper credit.

**Make Checks Payable to :**

BANKCARD CENTER  
PO BOX 30833  
SALT LAKE CTY UT 84130-0833

**PAYMENT INFORMATION**

Account Number	xxxx xxxx xxxx 0700
Payment Due Date	01/22/26
New Balance	\$2,244.80
Minimum Payment Due	\$56.00
Past Due Amount	\$0.00
Cash Enclosed	

Total Payment Amount

\$ 

RODNEY ROWLEY  
DUCHESNE CITY  
PO BOX 974  
DUCHESNE UT 84021-0974

[Return to Your Account Page](#)

MyPilotStore

[service@MyPilotStore.com](mailto:service@MyPilotStore.com)**Ship To:**

Duchesne City  
 Rodney Rowley  
 500 East Main Street  
 Duchesne, UT 84021 USA

**Bill To:**

Duchesne City  
 Rodney Rowley  
 500 East Main Street  
 Duchesne, UT 84021 USA

**Payment Method: Credit Card****Order Date:** 12/30/2025**Order Number:** 211904578**Customer Number:** 142455649

Qty	Item Description	Status (see below)	Method (see below)	Price
1	Icom IC-A120 - VHF Air Band Transceiver - Base Station	Shipped 1/2/2026	UPS Ground	1,449.95
1	External Speaker Kit for Icom IC-A110	Shipped 1/2/2026	UPS Ground	99.95
1	Base Station Antenna System for Icom Transceivers (B-ANT)	Shipped 1/2/2026	UPS Ground	539.95
1	Icom SP-35 External Speaker	Shipped 1/2/2026	UPS Ground	69.95
				<b>Subtotal:</b> \$2,159.80
				<b>Shipping:</b> \$14.95
				<b>Sales Tax:</b> \$0.00
				<b>Total:</b> \$2,174.75

**Thank you for shopping at MyPilotStore.com!**  
**RECEIPT ONLY - DO NOT PAY**

[Return to Your Account Page](#)**Delivery Time:**

You can track the current status and estimated delivery date of any UPS Shipment by clicking on the UPS tracking number shown below.

UPS Shipment: [1Z8E14730358581607](#)

Delivery Method	Ave. Time in Transit
US Mail	3-6 Days
US Priority Mail	2-5 Days
UPS Ground	2-6 Days
UPS Blue	2 Days
UPS Red	1 Day

**What does the status **above** mean?**

**Submitted:** We have successfully received your order. Your credit/debit card has not yet been charged. Please allow 1-2 business days for your order to process and ship.

Page 16



P.O. BOX 1015 • 3411 West Hwy 40 • ROOSEVELT, UTAH 84066

**PHONE (435) 722-5061**

**MACHINISTS  
STEEL FABRICATORS  
FITTINGS, STEEL & PIPE SALES  
INSTRUMENTS SOLD AND SERVICED  
PUMPS & ASSEMBLIES  
PRODUCTION EQUIPMENT**

**INVOICE**  
**250589**

Sold To Y3

Date 12-29-23

**Shipped To** \_\_\_\_\_

**TERMS AND CONDITIONS OF SALE:** 1. All prices shown are subject to change without notice. 2. Seller shall not be responsible for delay in delivery caused by Federal or State laws and/or regulations, or any causes beyond seller's control, but will use best efforts. Seller's responsibility terminates with delivery to either carrier, buyer's representatives or to buyer's designated locations. 3. Invoice terms are net 30 days due and payable to Pumpers, Inc. Roosevelt, Utah. Interest will be charged on overdue accounts at the rate of 1½ % per month, plus a monthly service charge of \$10.00 per month will also be assessed. 4. Special order goods can only be returned upon written consent by seller. Regular stock order goods can be returned within sixty (60) days after delivery without written approval. Any regular stock order goods can only be returned after sixty (60) days from delivery upon seller's written consent. All returned goods shall be subject to a restocking charge of twenty percent (20%), unless a higher or lesser re-stocking charge assessed by agreement of the parties. In no event shall re-stocking charge be less than the re-stocking charge assessed by the manufacturer, plus ten percent (10%). All returned goods must be deemed in saleable condition by seller and/or manufacturer or manufacturer's representative. 5. Seller does not express or imply any guarantees or warranties beyond those expressly granted by manufacturer. 6. All items are F.O.B. Roosevelt, Utah, and subject to all State and Local Taxes. 7. Title to all merchandise shall remain in seller until paid for in full. 8. Time is of the essence of this agreement, and the Buyer agrees to strictly perform all obligations herein imposed, and in the event of default, to pay all cost of enforcing this agreement, including a reasonable attorney's fee. 9. This bill becomes due immediately if the purchaser suspends payment, removes, sells out, becomes insolvent or bankrupt or is sued. 10. Not responsible for loss by Fire or Theft.

<b>SUB TOTAL</b>	<b>65</b>	<b>87</b>
<b>SALES TAX</b>	<b>4</b>	<b>18</b>
<b>PRO-RATED FREIGHT</b>		
<b>TOTAL AMOUNT</b>	<b>70</b>	<b>05</b>

Date

Received by

AWPVA 5/17/11

PUPIPERS INC  
3411 US 40  
ROOSEVELT, UT 840660000  
12/29/2025 14:20:38

CREDIT CARD

VISA SALE

Card # XXXXXXXXXX0700  
Network: VISA  
Chip Card: VISA CREDIT  
AID: A0000000031010  
SEQ #: 7  
Batch #: 458  
INVOICE 7  
Approval Code: 029168  
Entry Method: Chip Read  
Mode: Issuer  
Tax Amount: \$4.18

SALE AMOUNT \$70.05

CUSTOMER COPY

**ZIONS BANK**
 STEPHANIE SKEWES  
 DUCHESNE CITY  
 Account Number :  
 xxxx xxxx xxxx 6114
**VISA**Pd 116126 Conf # 202101014344800000**ACCOUNT SUMMARY**

Account Number	xxxx xxxx xxxx 6114	Previous Balance	\$3,063.78
Credit Limit	\$10,000.00	Payments	\$3,063.78
Available Credit	\$9,484.00	Credits	\$43.22
Statement Closing Date	January 02, 2026	Purchases	\$558.41
Payment Due Date	January 22, 2026	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$30.00	Finance Charges	\$0.00
Days in Billing Cycle	31	New Balance	<u>\$515.19</u>

TOTAL \*FINANCE CHARGE\* PAID IN 2025 \$28.40

**TRANSACTIONS**

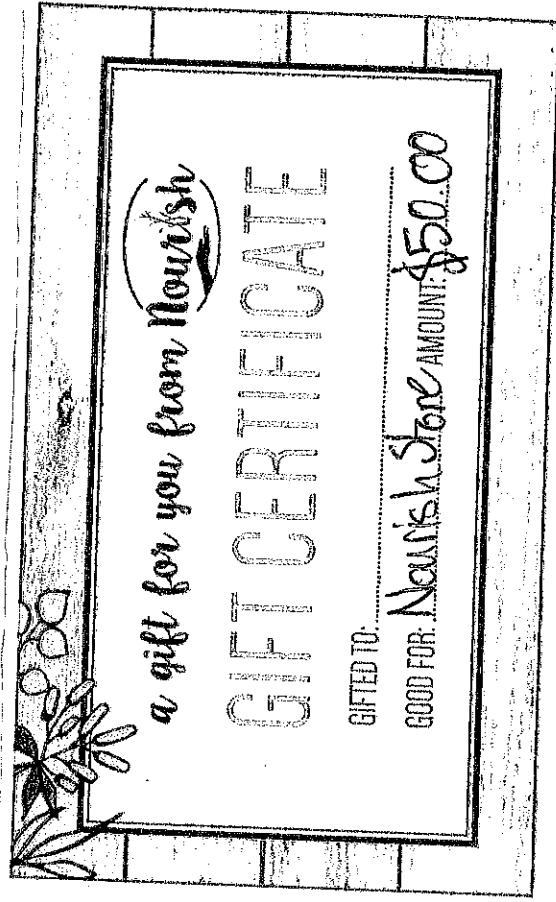
Trans Date	Post Date	Reference Number	Transaction Description	Amount
12/04	12/04	2442733AJM83SLRJY	AL'S FOODTOWN DUCHESNE UT	\$43.28
12/04	12/04	7442733AJM83SLNJV	AL'S FOODTOWN SSS DUCHESNE CREDIT	-\$43.22
12/04	12/04	2480197AKGL4S0V6M	NOURISH LLC DUCHESNE UT	\$50.00
12/05	12/05	7476800AKF3AESQJ2	PAYMENT - THANK YOU	-\$3,063.78
12/14	12/14	2469216AW34001BGM	AMAZON MKTPL*FO1FF5LT3 Amzn.com/bill WA	\$45.82
12/15	12/15	2469216AX34T19QJD	AMAZON MKTPL*1U2936WU3 Amzn.com/bill WA	\$30.81
12/17	12/17	2469216AZ2Y0LLZKN	AMERICAN RED CROSS 800-733-2767 DC	\$200.00
12/19	12/19	2469216B12ZB93PXG	AMAZON MKTPL*BS5FD68H3 Amzn.com/bill WA	\$88.50
12/20	12/20	2469216B22XQPKHFQ	LT GOVERNORS OFFICE 801-538-1041 UT	\$75.00
12/20	12/20	2469216B22XT4V7RZ	LT. GOVERNOR - ONLINE 801-538-1041 UT	\$25.00

**ZIONS BANK**PO BOX 30833  
SALT LAKE CITY UT 84130-0833
 For prompt credit, mail payment to location shown below.  
 Payment sent to any other location may delay crediting your account.  
 Please detach this portion and return it with your payment to ensure proper credit.
**Make Checks Payable to :**
 BANKCARD CENTER  
 PO BOX 30833  
 SALT LAKE CTY UT 84130-0833
**PAYMENT INFORMATION**

Account Number	xxxx xxxx xxxx 6114
Payment Due Date	01/22/26
New Balance	\$515.19
Minimum Payment Due	\$30.00
Past Due Amount	\$0.00
Cash Enclosed	

**Total Payment Amount**
 \$ 

 STEPHANIE SKEWES  
 DUCHESNE CITY  
 PO BOX 974  
 DUCHESNE UT 84021-0974

**Nourish Duchesne**

34 EAST 100 NORTH STREET  
DUCHESNE, UT 84021  
8018425912

<https://www.nourishduchesne.com>

**Dine In**

Cashier: Alisia  
04-Dec-2025 12:02:37P

Transaction 105222

1	Custom Item	\$50.00
<b>Total</b>		<b>\$50.00</b>
CREDIT CARD SALE		\$50.00
VISA 6114		

Retain this copy for statement validation

04-Dec-2025 12:02:46P  
\$50.00 | Method: CONTACTLESS  
VISA CREDIT XXXXXXXXXXXX6114  
VISA CARDHOLDER  
Reference ID: 533800514541  
Auth ID: 004523  
MID: \*\*\*\*\*5881  
AID: A0000000031010  
AthNtwkNm: VISA

Online: <https://clover.com/p/S87Q9CEV2GWTW>

Clover ID: AQJE3PDR7WNVE  
Payment S87Q9CEV2GWTW

[Clover Privacy Policy](https://clover.com/privacy)  
<https://clover.com/privacy>



## Final Details for Order #111-0755687-5100226

Order Placed: December 9, 2025

Amazon.com order number: 111-0755687-5100226

Order Total: \$45.82

Shipped on December 14, 2025

Items Ordered	Price
1 of: YOSCO Paper Clip Holder Ceramic Marbling Paper Clip Dispenser for Desk Paper Clip Organizer Office Binder Clip Holder (Pink)	\$8.99
Sold by: YOSCO ( <a href="#">seller profile</a> )	
Condition: New	
1 of: SUNEET 12 Pack Steno Pads 6x9, Gregg Rule, 60 Sheets, 6 Assorted Color Spiral Notebook 6x9, White Paper, Take Notes with Top Spiral Notebook, for School, University, College, Work, Office	\$17.99
Sold by: Suneet Merchants ( <a href="#">seller profile</a> )	
Condition: New	
2 of: Mead Spiral Notebook, 6 Pack, 1 Subject, College Ruled Paper, 7-1/2" x 10-1/2", 70 Sheets per Notebook, Assorted Pastel Colors (830049)	\$9.42
Sold by: Amazon ( <a href="#">seller profile</a> )	
Business Price	
Condition: New	
<b>Shipping Address:</b> Duchesne City 500 E Main Box 974 DUCESNE, UT 84021-0974 United States	 Item(s) Subtotal: \$45.82 Shipping & Handling: \$6.99 Free Shipping: -\$6.99  Total before tax: \$45.82 Sales Tax: \$0.00  <b>Total for This Shipment:</b> \$45.82
<b>Shipping Speed:</b> FREE Shipping	

## Payment information

<b>Payment Method:</b> Visa   Last digits: 6114	Item(s) Subtotal: \$45.82 Shipping & Handling: \$6.99 Promotion applied: -\$6.99  Total before tax: \$45.82 Estimated Tax: \$0.00  <b>Grand Total:</b> \$45.82
<b>Billing address</b> Duchesne City 500 E Main Box 974 DUCESNE, UT 84021-0974 United States	
<b>Credit Card transactions</b>	Visa ending in 6114: December 14, 2025: \$45.82

To view the status of your order, return to [Order Summary](#).



## Final Details for Order #111-3594876-2667445

Order Placed: December 12, 2025

Amazon.com order number: 111-3594876-2667445

Order Total: \$30.81

Shipped on December 14, 2025

Items Ordered	Price
1 of: <i>LaserCrafting Personalized Office Name Plate/Name Tag With Wall or Desk Holder - 2x8 - CUSTOMIZE. Choose from a variety of colors and fonts to match your style. Great Christmas gift idea.</i> Sold by: LaserCrafting ( <a href="#">seller profile</a> ) Business Price Condition: New	\$7.99
1 of: <i>LaserCrafting Personalized Office Name Plate/Name Tag With Wall or Desk Holder - 2x8 - CUSTOMIZE. Choose from a variety of colors and fonts to match your style. Great Christmas gift idea.</i> Sold by: LaserCrafting ( <a href="#">seller profile</a> ) Business Price Condition: New	\$7.99
1 of: <i>LaserCrafting Personalized Office Name Plate/Name Tag With Wall or Desk Holder - 2x8 - CUSTOMIZE. Choose from a variety of colors and fonts to match your style. Great Christmas gift idea.</i> Sold by: LaserCrafting ( <a href="#">seller profile</a> ) Business Price Condition: New	\$7.99
<b>Shipping Address:</b> Duchesne City 500 E Main Box 974 DUCESNE, UT 84021-0974 United States	Item(s) Subtotal: \$23.97 Shipping & Handling: \$6.84 Total before tax: \$30.81 Sales Tax: \$0.00
<b>Shipping Speed:</b> Standard Shipping	<b>Total for This Shipment:</b> \$30.81

### Payment information

<b>Payment Method:</b> Visa   Last digits: 6114	Item(s) Subtotal: \$23.97 Shipping & Handling: \$6.84 Total before tax: \$30.81 Estimated Tax: \$0.00
<b>Billing address</b> Duchesne City 500 E Main Box 974 DUCESNE, UT 84021-0974 United States	<b>Grand Total:</b> \$30.81
<b>Credit Card transactions</b>	Visa ending in 6114; December 15, 2025: \$30.81

To view the status of your order, return to [Order Summary](#).

CC  
Venmo  
PayPal

John

Page 22

# Order Receipt: New Cart

no-reply  
jessi\_north@outlook.com  
Wed, Dec 17, 2025, 9:40 AM

## ORDER CONFIRMATION O-0021296033

City of Duchesne  
PO Box 974  
Duchesne, UT 84021, US  
EMAIL: jessi\_north@outlook.com

ORDER DATE: December 17, 2025  
STATUS: Shipped

Card Type:  
Charge Amount: \$200.00

Item	Class ID	Class Date	Gty	UOM	Price	Extension
LTS Facility Fee: 0-75 enrollees with Red Cross Lifeguarding			1	Each	\$200.00	\$200.00
						<b>TOTAL \$200.00</b>

*REC'D  
4/20/2026*

Thank you for your order. If you paid for this order with a credit card this document serves as your receipt.

Please visit the Red Cross Learning Center ([www.redcrosslearningcenter.org](http://www.redcrosslearningcenter.org)) to view information about your order and account. Instructors can view student certificates and rosters and access digital materials in the Red Cross Learning Center.

For questions related to training:

Live chat with a representative: [www.redcross.org/take-a-class](http://www.redcross.org/take-a-class)  
Email: [support@redcrosstraining.org](mailto:support@redcrosstraining.org)  
Phone: 1-800-REDCROSS (1-800-733-2767)  
Select the option for Training & Certification

For questions related to Invoicing/billing:

Email: [billing@redcross.org](mailto:billing@redcross.org)  
Phone: 1-888-284-0607

HOURS OF OPERATION (Eastern Time)

- M-F: 7:30am-10pm
- Sat: 7:30am-8pm
- Sun: Closed



## Final Details for Order #111-0076956-1789036

Order Placed: December 5, 2025

Amazon.com order number: 111-0076956-1789036

Order Total: \$88.50

Shipped on December 19, 2025

Items Ordered	Price
1 of: ENGPOW Accordion File Organizer, Preproof Expanding File Folder with 13 Pockets Document Organizer with Handle & Labels, Portable Home Travel Safe Storage for Letter A4 Files and More, Black Sold by: ENGPOW ( <a href="#">seller profile</a> ) Business Price Condition: New	\$22.78
1 of: Saunders Metal Clipboard with Storage, Letter Size Heavy Duty Contractor Grade Clipboard, Dual Storage Form Holder with High Capacity Clip Made in USA Sold by: Saunders USA ( <a href="#">seller profile</a> ) Business Price Condition: New	\$23.74
1 of: KICNIC Sticky Index Tabs 480 Pieces, 1 Inch Divider Tabs Stick On, Page Marker Bookmark, Write Tab Flags Self Adhesive, 6 Dispensers, 20 Pcs/Color Sold by: KIMCOME ( <a href="#">seller profile</a> ) Condition: New	\$7.99
1 of: Two Pocket Folders, RAZCC 100 Pack File Folders with Pockets Fit Letter Size Paper, Thick Paper File Folder for School Office Business Home, Assorted 5 Colors Sold by: RAZCC Direct ( <a href="#">seller profile</a> ) Condition: New	\$33.99
<b>Shipping Address:</b> Duchesne City 500 E Main Box 974 DUCESNE, UT 84021-0974 United States	Item(s) Subtotal: \$88.50 Shipping & Handling: \$6.99 Free Shipping: -\$6.99  Total before tax: \$88.50 Sales Tax: \$0.00  <b>Total for This Shipment:</b> \$88.50
<b>Shipping Speed:</b> FREE Shipping	

## Payment information

<b>Payment Method:</b> Visa   Last digits: 6114	Item(s) Subtotal: \$88.50 Shipping & Handling: \$6.99 Promotion applied: -\$6.99  Total before tax: \$88.50 Estimated Tax: \$0.00  <b>Grand Total:</b> \$88.50
<b>Billing address</b> Duchesne City 500 E Main Box 974 DUCESNE, UT 84021-0974 United States	



## Lieutenant Governor Deidre M. Henderson

Utah State Capitol  
350 N State Street  
Suite 220  
Salt Lake City, Utah 84114

(801) 538-1041

Receipt Number **376039**

Name **City Of Duchesne** 12/19/2025  
Payment **Credit Card**

Qty	Item	Detail	Amount	Total
1	Entity Registration Renewal Fee	2022	25	\$25.00
1	Entity Registration Renewal Fee	2023	25	\$25.00
1	Entity Registration Renewal Fee	2024	25	\$25.00

Printed 12/19/2025

jordanschwanke

\$75.00

Admin

# Credit Card Payment Receipt

Your payment was successfully processed.

Please print this page as a receipt for your records.

Item	Quantity	Item Amount	Total
ECR-00019772	1	\$25.00	\$25.00
<i>Payment for Entity Registration</i>			<b>\$25.00</b> <i>Admin</i>

## Payment Processing Details

**Order Number:**

a00Qq0000nbRumIAE

**Date Of Transaction:**

12/19/2025

**Amount Charged:**

\$25.00

**Name On Card:**

Stephanie Skewes

**Credit Card Number:**

\*\*\*\*\*6114

**Credit Card Type:**

**ZIONS BANK**

MYRA YOUNG  
DUCHESNE CITY  
Account Number:  
xxxx xxxx xxxx 0844

**VISA**

Pd 1/6/26 Conf # 2026010614374300000

**ACCOUNT SUMMARY**

Account Number	xxxx xxxx xxxx 0844	Previous Balance	\$1,300.86
Credit Limit	\$10,000.00	Payments	\$1,300.86
Available Credit	\$8,860.00	Credits	\$0.00
Statement Closing Date	January 02, 2026	Purchases	\$1,139.90
Payment Due Date	January 22, 2026	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$30.00	Finance Charges	\$0.00
Days in Billing Cycle	31	New Balance	\$1,139.90

TOTAL \*FINANCE CHARGE\* PAID IN 2025 \$11.97

**TRANSACTIONS**

Trans Date	Post Date	Reference Number	Transaction Description	Amount
12/05	12/05	2444500AK8R0JB320	SMITHS #4214 HEBER UT	\$35.47-
12/05	12/05	2444500ALBLRHN7QL	WM SUPERCENTER #2207 MIDVALE UT	\$99.59-
12/05	12/05	2471705ALJP6WKKJA	SPORTSMANS WAREHOUSE 240 HEBER CITY UT	\$20.15-
12/05	12/05	7476800AKF3AESQJ2	PAYMENT - THANK YOU	-\$1,300.86
12/17	12/17	2439900AZELEK9NVT	BESTBUYMKT807124159008 888BESTBUY MN	\$964.71
12/17	12/17	2439900AZELKP73Y4	BESTBUYCOM807124172103 888BESTBUY MN	\$19.98

Finance Charge Summary	Daily Periodic Rate (May Vary)	Total Finance Charge	Balance Subject to Finance Charge	Annual Percentage Rate
Purchase	0.04314%	\$0.00	\$0.00	15.75%
Cash Advances	0.06229%	\$0.00	\$0.00	22.74%

**ZIONS BANK**

PO BOX 30833  
SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.  
Payment sent to any other location may delay crediting your account.  
Please detach this portion and return it with your payment to ensure proper credit.

**Make Checks Payable to :**

BANKCARD CENTER  
PO BOX 30833  
SALT LAKE CTY UT 84130-0833

<b>PAYMENT INFORMATION</b>	
Account Number	xxxx xxxx xxxx 0844
Payment Due Date	01/22/26
New Balance	\$1,139.90
Minimum Payment Due	\$30.00
Past Due Amount	\$0.00
Cash Enclosed	

Total Payment Amount

MYRA YOUNG  
DUCHESNE CITY  
PO BOX 974  
DUCHESNE UT 84021-0974

# Smith's

FRESH  
FOR  
EVERYONE.

744 North Main Street  
(435) 654-1250

Your cashier was MARAE

SC	PACIFIC PLNTR	32.99 T
	UHC Tax 20 Msg	0.01-B
	FRESH VALUE CUSTOMER	*****8833
	TAX	2.49
	**** BALANCE	35.47
Heber	UT 84032	
VISA	CREDIT Purchase	
*****	*****0844 - H	
REF#:	005143 TOTAL: 35.47	
AID:	A0000000031010	
TC:	AB43CD1EFA2D35EC	

Heber UT 84032 *Senate*  
VISA CREDIT Purchase *House*  
\*\*\*\*\*0844 - H *City Council*

REF#: 005143 TOTAL: 35.47

AID: A0000000031010

TC: AB43CD1EFA2D35EC

VISA 35.47  
CHANGE 0.00

TOTAL NUMBER OF ITEMS SOLD = 1

FreshValues Savings \$ 0.01

Total Savings (0 Percent) \$ 0.01

12/05/25 05:59pm 214 11 120 124

\*\*\*\*\*

Annual Card Savings \$161.49

\*\*\*\*\*

Total Dec Fuel Points: 120

\*\*\*\*\*

## CONGRATULATIONS!

With your \$20-\$39.99 purchase, you qualify for an exclusive Utah Mammoth \$15 ticket offer that includes a free hot dog and drink for Smith's shoppers

Offer is valid for up to two (2) single Goal View tickets for any 25-26 Utah Mammoth regular season game, subject to availability. Visit [nhl.com/utah/tickets/value-tickets](http://nhl.com/utah/tickets/value-tickets) and use code SMITHS20 to get your tickets. Offer valid for up to two (2) weeks after Smith's purchase.

\*\*\*\*\*

## EARN 50 FUEL POINTS

### BY GIVING US FEEDBACK

Go to [smithsfoodanddrug.com/feedback](http://smithsfoodanddrug.com/feedback)

Date: 12/05/25

Time: 05:59PM

Entry ID: 706-403-120-214-11-131

\*\*\*\*\*

## Apply Now

Earn \$100 Statement Credit when you spend \$500 with your card in the first 90 days\* and get up to 5% CASH BACK

on eligible net purchases\* with your Smith's Rewards World Elite Mastercard

### APPLY TODAY!

[www.smithsmastercard.com/87407](http://www.smithsmastercard.com/87407)

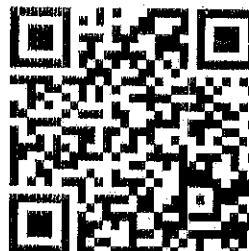
\*Restrictions apply, see website for details.

\*\*\*\*\*

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**\$0.01**

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Give us feedback @ [survey.walmart.com](http://survey.walmart.com)  
Thank you! ID #:7VRNHSRWYTF

**Walmart** 

WM Supercenter  
801-255-0224 Mgr. SAMANTHA  
7250 UNION PARK AVE  
MIDVALE UT 84047  
ST# 02207 DP# 003778 TE# 05 TR# 03997

# ITEMS SOLD 9  
TC# 1558 8565 6691 2592 2858



SANITIZER	072785125100	5.82 X
SANITIZER	072785125100	5.82 X
SANITIZER	072785125100	5.82 X
SITE MERCH	082721410890	13.47 X
FMC 60CT	099900719460 F	9.94 R
CC KISSES	034000144080 F	14.82 R
KISS AST	034000461460 F	14.82 R
HSY SHPS GUS	034000946090 F	19.88 R
CHERRYKISS	034000135040 F	4.97 R

christine office supply

	SUBTOTAL	95.36
TAX1	7.4500 %	2.30
TAX2	3.0000 %	1.93
	TOTAL	99.59

VISA TEND	99.59
CHANGE DUE	0.00

VISA CREDIT - 0344 T 1 APPR#005200

99.59 TOTAL PURCHASE

REF # U455Ch640912

TRANS. ID - 345339844741667

VALIDATION - D6M4

PAYMENT SERVICE - E

AID A0000000031010

TERMINAL # 55505716

\*No Signature Required

12/05/25 16:27:53



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12/05/25 16:27:56

SPORTSMAN'S WHSE HEBER CITY  
1276 S US 189  
HEBER CITY, UT 84032  
435-654-5600  
3 2 0 4 2 1 2 3 2 4

Customer Name: MELIA RUSSELL YOUNG  
Customer Id: 0240-1420092

1928857 Q4 UH FIXED/FOLDER 24.99 T  
Promo Discount: 6.25 -

SUBTOTAL 18.74

Sales Tax @ 7.550% 1.41

TOTAL 20.15

VISA 20.15

VISA SALE \$20.15

XXXXXXXXXXXX0844 CHIP

APPR: 005732

JOURNAL: 0240116498686344

AID: A0000000031010

Application Label: VISA CREDIT

Cryptogram Type: ARQC 44 1028

Cryptogram: D985360F1BEBFA33

Loyalty Id: 100100864733

Loyalty Status:

Reward Available: \$0.00

Tran. Code: 0A01JNJ00B00K7



\* 0 A 0 1 J N J 0 0 B 0 0 K 7 \*

REDACTED

0079200 11 # 20

Register: REG11 Dec 05 2025 7:08 PM

0079200 11 # 20

Thank you for shopping at

SPORTSMAN'S WAREHOUSE!

For more information, visit us online at [www.sportmans.com](http://www.sportmans.com).

PLEASE NOTE:

We have updated our return policy,

which is available at

[www.sportmans.com>Returns](http://www.sportmans.com>Returns)

This updated policy replaces the policy  
printed on the back of this receipt.

Did you get

5 points per

\$1 spent today?

If not, apply for an Explorers rewards  
credit card and start earning points  
for free gear!

Fw: Thanks for your order.

From Myra Young <MYoung@duchesnecity.com>  
Date Fri 1/9/2026 9:41 AM  
To Jessica North <jnorth@duchesnecity.com>

Thank you,

*Myra Young*

Duchesne City Recorder  
500 E Main St  
435-738-2464



From: Best Buy Notifications <BestBuyInfo@email.info.bestbuy.com>  
Sent: Wednesday, December 17, 2025 9:05 AM  
To: Myra Young <MYoung@duchesnecity.com>  
Subject: Thanks for your order.

[View Web](#)



## Thanks for shopping with us.

We split your purchase into 2 orders because it includes an item sold and shipped by a Marketplace Seller.

### Summary

Order 1 (Items from Best Buy)	\$19.98
Order 2 (Items from Marketplace sellers)	\$964.71
<b>Total</b>	<b>\$984.69</b>

### Order 1

Order number: BBY01-807124172103

[View order details](#)

Status:

**Waiting to be shipped**

Shipping to:

Duchesne, UT 84021

### Product Details



Logitech - M325s Wireless Optical Compact Ambidextrous Mouse - Wireless - Black

**\$9.99**  
Save \$13.00  
Comp. Value \$22.00

Model #: 910-007623

Qty: 1

Sold by Best Buy



Logitech - Mouse Pad Studio Series with Spill-Resistant Surface (Medium) - Graphite

\$9.99

Model #: 956-000035

Qty: 1

Sold by Best Buy

### Order 1 Summary

Subtotal	\$19.98
Shipping	FREE
Estimated Sales Tax	\$0.00
Total	\$19.98

### Order 2

Order number: BBY03-807124159008

[View order details](#)

Status:

**Waiting to be shipped**

Shipping to:

Duchesne, UT 84021

#### Product Details



Lenovo - ThinkPad E16 Gen 1 16" Laptop - i7-1355U with 16GB Memory - 512GB SSD - Black

\$964.71  
Save \$65.28  
Comp. Value \$1,029.99

Model #: 21JN0073US

Qty: 1

Sold & shipped by Beach Audio Inc

### Order 2 Summary

Subtotal	\$964.71
Shipping	FREE
Estimated Sales Tax	\$0.00
Total	\$964.71

### What you should know.

For Shipping

When Your Order Ships.

We'll send a separate email with tracking details.



Track your orders faster with real-time updates in the Best Buy app.

[Continue in the app](#)

**ZIONS BANK**

NATHAN LANE GENEREAUX  
 DUCHESNE CITY  
 Account Number :  
 xxxx xxxx xxxx 2250

**VISA**

Pd 1/6/26 Conf # 2026010614305300000

**ACCOUNT SUMMARY**

Account Number	xxxx xxxx xxxx 2250	Previous Balance	\$1,045.23
Credit Limit	\$5,000.00	Payments	\$1,045.23
Available Credit	\$4,724.00	Credits	\$0.00
Statement Closing Date	January 02, 2026	Purchases	\$275.82
Payment Due Date	January 22, 2026	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$30.00	Finance Charges	\$0.00
Days in Billing Cycle	31	New Balance	\$275.82

TOTAL \*FINANCE CHARGE\* PAID IN 2025 \$9.53

**TRANSACTIONS**

Trans Date	Post Date	Reference Number	Transaction Description	Amount
12/02	12/03	2402415AHGJ1LJVLS	COWAN'S CAFE DUCHESNE UT	\$158.10
12/05	12/05	7476800AKF3AESQJ2	PAYMENT - THANK YOU	-\$1,045.23
12/15	12/15	2402415AXGZ1S0A3T	CHUCK'S MEAT DUCHESNE UT	\$27.72
12/22	12/22	2403629B4LTVSENET	EB *2026 UNTAH BASIN 801-413-7200 CA	\$90.00

Finance Charge Summary	Daily Periodic Rate (May Vary)	Total Finance Charge	Balance Subject to Finance Charge	Annual Percentage Rate
Purchase	0.04314%	\$0.00	\$0.00	15.75%
Cash Advances	0.06229%	\$0.00	\$0.00	22.74%

**ZIONS BANK**

PO BOX 30833  
 SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.  
 Payment sent to any other location may delay crediting your account.  
 Please detach this portion and return it with your payment to ensure proper credit.

**Make Checks Payable to :**

BANKCARD CENTER  
 PO BOX 30833  
 SALT LAKE CTY UT 84130-0833

<b>PAYMENT INFORMATION</b>	
Account Number	xxxx xxxx xxxx 2250
Payment Due Date	01/22/26
New Balance	\$275.82
Minimum Payment Due	\$30.00
Past Due Amount	\$0.00
Cash Enclosed	

Total Payment Amount

\$

NATHAN LANE GENEREAUX  
 DUCHESNE CITY  
 PO BOX 974  
 DUCHESNE UT 84021-0974

**COWAN'S CAFE**

57 E MAIN ST  
DUCHESNE, UT 84021  
4357385609

Cashier: Kristin  
02-Dec-2025 12:08:21P

Transaction 000012

4	Special	\$51.96
2	Philly	\$27.98
1	Custom Item	\$1.00
1	Mbc	\$14.99
1	G H&C	\$10.99
1	Coffee	\$2.99
4	Lg Drink	\$13.96

<b>Subtotal</b>	<b>\$123.87</b>
Duchesne Tax	7.45%
<b>Total</b>	<b>\$133.10</b>

CREDIT CARD AUTH  
VISA 2250 \$133.10

Tip

Total

25<sup>00</sup>  
158<sup>10</sup> 20<sup>00</sup>

Retain this copy for statement validation

02-Dec-2025 12:08:44P  
\$133.10 | Method: CONTACTLESS  
VISA CREDIT XXXXXXXXXXXX2250  
VISA CARDHOLDER  
Reference ID: 533600564499  
Auth ID: 002016  
MID: \*\*\*\*\*6886  
AID: A0000000031010  
AthNtwkNm: VISA  
SIGNATURE

Online: <https://clover.com/p/QKXXC979JQCKW>

Clover ID: G2XC9K727HWCG  
Payment QKXXC979JQCKW

Clover Privacy Policy  
<https://clover.com/privacy>

CHUCK'S MEAT RETAIL  
17 E MAIN ST  
DUCESNE, UT 84021  
4356462220  
CHUCKSMEATINC.COM

Cashier: Kristy  
15-Dec-2025 12:23:52P

Transaction 008245

1	Pork Sausage	\$4.19
	1 lb @ \$4.19/lb	
1	Pork Sausage	\$4.19
	1 lb @ \$4.19/lb	
1	Center Cut Bacon	\$9.72
	1.39 lb @ \$6.99/lb	
1	Center Cut Bacon	\$8.81
	1.26 lb @ \$6.99/lb	

Subtotal	\$26.91
Food Tax	3%
Total	\$27.72

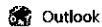
CREDIT CARD SALE  
VISA 2250

Retain this copy for statement  
validation

15-Dec-2025 12:24:14P  
\$27.72 | Method: CONTACTLESS  
VISA CREDIT  
XXXXXXXXXXXX2250  
VISA CARDHOLDER  
Reference ID: 534900522108  
Auth ID: 015652  
MID: \*\*\*\*\*7880  
AID: A000000031010  
AthNtwkNm: VISA

Clover ID: RD6TP0DQQDQCPJ  
Payment DAX721DZZ8MKT

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## Fw: Order Confirmation for 2026 Uintah Basin Water Summit

From: Lane Genereaux <LGenereaux@duchesnecity.com>

Date: Mon 12/22/2025 9:28 AM

To: Jessica North <jnorth@duchesnecity.com>

### Get [Outlook for iOS](#)

From: Eventbrite <noreply@order.eventbrite.com>

Sent: Monday, December 22, 2025 7:50:06 AM

To: Lane Genereaux <LGenereaux@duchesnecity.com>

Subject: Order Confirmation for 2026 Uintah Basin Water Summit

You don't often get email from noreply@order.eventbrite.com. [Learn why this is important](#)



**Eventbrite**

Your Tickets for 2026 Uintah Basin Water Summit



**Nathan,**  
**you've got tickets!**



**View and save your tickets before the event**

[Go to My Tickets](#)

Access your tickets in the Eventbrite app before your event, and add them to your phone's digital wallet for the fastest entry!

Or, to access via web, go to the [Tickets section](#) in your account on [Eventbrite.com](#) to view and download a Printable PDF of your tickets.

## 2026 Uintah Basin Water Summit



**2 x Tickets**  
Order total: 90.00 USD

**Thursday, January 8, 2026 from 7:30 AM to 4:30 PM (MT)**  
[Add to Google](#) • [Outlook](#) • [iCal](#) • [Yahoo](#)

**Uintah Conference Center, East 200 South, Vernal, UT, USA**  
313 East 200 South  
Vernal, UT 84078  
[View on map](#)

Questions about this event?

[Contact the organizer](#)  
[View event details](#)

## Order Summary

Order #13948258563 - December 22, 2026

\$90.00 paid by Visa

Appears on your card statement as EB \*2026 Uintah Basin

Nathan Genereaux	1 x General Admission	\$45.00
Nathan Genereaux	1 x General Admission	\$45.00

90.00 USD

WB  
Training

[View and manage your order in your Eventbrite account.](#)

[Refund Policy: Contact the organizer to request a refund. Eventbrite's fee is nonrefundable.](#) Learn More

[Contact the organizer for any questions related to this purchase.](#)

This order is subject to Eventbrite Terms of Service and Privacy Policy, and Cookie Policy.

## Ticket Information

[Ticket #1: General Admission - 45.00 USD](#)

Nathan Genereaux  
lgenereaux@duchesnecity.com

[Ticket #1: General Admission - 45.00 USD](#)

Nathan Genereaux  
lgenereaux@duchesnecity.com

[View ticket information](#)

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535 Mission Street, 8th Floor San Francisco, CA 94105

**ZIONS BANK**

EMPLOYEE TRAVEL  
DUCHESNE CITY  
Account Number :  
xxxx xxxx xxxx 6890

**VISA**Pd 116126 Conf # 20260101014360800002**ACCOUNT SUMMARY**

Account Number	xxxx xxxx xxxx 6890	Previous Balance	\$0.00
Credit Limit	\$30,000.00	Payments	\$0.00
Available Credit	\$29,648.00	Credits	\$0.00
Statement Closing Date	January 02, 2026	Purchases	\$351.75
Payment Due Date	January 22, 2026	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$30.00	Finance Charges	\$0.00
Days in Billing Cycle	31	New Balance	<u>\$351.75</u>

TOTAL \*FINANCE CHARGE\* PAID IN 2025 \$0.00

**TRANSACTIONS**

Trans Date	Post Date	Reference Number	Transaction Description	Amount
12/04	12/04	2400097AKTHDKST27	BEST WESTERN PLUS CANY MOAB UT	\$351.75

Finance Charge Summary	Daily Periodic Rate (May Vary)	Total Finance Charge	Balance Subject to Finance Charge	Annual Percentage Rate
Purchase	0.04314%	\$0.00	\$0.00	15.75%
Cash Advances	0.06229%	\$0.00	\$0.00	22.74%

**ZIONS BANK**

PO BOX 30833  
SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.  
Payment sent to any other location may delay crediting your account.  
Please detach this portion and return it with your payment to ensure proper credit.

**Make Checks Payable to :**

BANKCARD CENTER  
PO BOX 30833  
SALT LAKE CTY UT 84130-0833

<b>PAYMENT INFORMATION</b>	
Account Number	xxxx xxxx xxxx 6890
Payment Due Date	01/22/26
New Balance	\$351.75
Minimum Payment Due	\$30.00
Past Due Amount	\$0.00
Cash Enclosed	
Total Payment Amount	\$351.75

EMPLOYEE TRAVEL  
DUCHESNE CITY  
PO BOX 974  
DUCHESNE UT 84021-0974

12/05/2025 12:14 AM

## Registered To:

Garritson, Jay  
PBM  
PO Box 974  
500 East Main  
Duchesne, UT 84021

(435) 401-8654

Room #	217-A
Conf #	423467458-01
Arrival	12/02/25
Departure	12/05/25
Room Type	KNS - 1 KING SUITE
Guests	1 / 0
Payment	Visa/Master
Acct	XXXX-XXXX-XXXX-6890

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
12/02/25	LM	RC	ROOM CHRG REVENUE			\$101.15
12/02/25	LM	9	ROOM TAX			\$7.15
12/02/25	LM	91	SALES TAX			\$8.95
12/03/25	LM	RC	ROOM CHRG REVENUE			\$101.15
12/03/25	LM	9	ROOM TAX			\$7.15
12/03/25	LM	91	SALES TAX			\$8.95
12/04/25	LM	RC	ROOM CHRG REVENUE			\$101.15
12/04/25	LM	9	ROOM TAX			\$7.15
12/04/25	LM	91	SALES TAX			\$8.95
12/05/25	LM	VS	PAYMENT VISA/MC	6890 - 002681	Jay Garritson Wife: Mary Travelling	\$351.75-
				Balance Due		\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Signature on File  
GUEST SIGNATURE

**Duchesne City**  
**Transaction Register - 11/18/2025 to 01/11/2026**

Account No.	Customer Name	Transaction Type	Billing Code	Description	Reference	Date	Amount
8547	Leishman, Wendy	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232603	12/23/2025	104.00
8547	Leishman, Wendy	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232736	01/05/2026	107.00
8723	Thomas, James	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231508	11/18/2025	88.94
8723	Thomas, James	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232485	12/18/2025	88.94
8834	Schow, Janet	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231514	11/18/2025	88.94
8867	Rowley, Emily	Charges & Credits	WA - 513713 Water service sales	remove penalties	313744	12/02/2025	-1.75
8881	Adventure Flights	Charges & Credits	AP - 103437 Airport Rental	Hangar Rental Lease Fee	314889	01/05/2026	612.00
1167000	Abplanalp, Kevin (Helen)	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232474	12/18/2025	88.94
1233000	Hirst, Michelle	Balance Transfer	GB - 513732 Sanitation collection re	Transfer To: 3800000	313745	12/03/2025	42.50
1233000	Hirst, Michelle	Balance Transfer	PN - 513714 Late payment penalties	Transfer To: 3800000	313745	12/03/2025	28.13
1233000	Hirst, Michelle	Balance Transfer	SW - 513717 Sewer service charges	Transfer To: 3800000	313745	12/03/2025	89.88
1233000	Hirst, Michelle	Balance Transfer	WA - 513713 Water service sales	Transfer To: 3800000	313745	12/03/2025	48.17
1270002	Bodily, Markee	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231611	11/20/2025	90.54
2148001	U.S. Post Office	Reading Correction	WA - 513713 Water service sales	READ CORRECTION: Water	314887	12/31/2025	-1,550.40
3135000	Duchesne School - High School	Charges & Credits	WA - 513713 Water service sales	Did not get bill with the other bills write off lat	313736	11/25/2025	-21.02
3720001	Kielbasa, Kevin	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231626	11/20/2025	134.52
3720001	Kielbasa, Kevin	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231628	11/20/2025	134.52
3800000	Hirst, Michael & Michelle	Balance Transfer	GB - 513732 Sanitation collection re	Transfer From: 1233000	313746	12/03/2025	-42.50
3800000	Hirst, Michael & Michelle	Balance Transfer	PN - 513714 Late payment penalties	Transfer From: 1233000	313746	12/03/2025	-28.13
3800000	Hirst, Michael & Michelle	Balance Transfer	SW - 513717 Sewer service charges	Transfer From: 1233000	313746	12/03/2025	-89.88
3800000	Hirst, Michael & Michelle	Balance Transfer	WA - 513713 Water service sales	Transfer From: 1233000	313746	12/03/2025	-48.17
4443443	Cowan, Jerry	Charges & Credits	PN - 513714 Late payment penalties	paid bill in full wrote off last penalty of \$12.2	314900	01/08/2026	-12.23
4466466	Horrocks, Sheldon Glenn	Balance Transfer	GB - 513732 Sanitation collection re	Transfer To: 4517688	313748	12/03/2025	-2.06
4466466	Horrocks, Sheldon Glenn	Balance Transfer	SW - 513717 Sewer service charges	Transfer To: 4517688	313748	12/03/2025	-4.35
4466466	Horrocks, Sheldon Glenn	Balance Transfer	WA - 513713 Water service sales	Transfer To: 4517688	313748	12/03/2025	-2.14
4514749	Andrew, Kristy	Charges & Credits	WA - 513713 Water service sales	Wrote off Penalties of 347.51 she paid for w	313742	12/02/2025	-347.51
4515116	Ivie (Bucky), Dorothy	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232156	12/16/2025	100.00
4515536	Bb Transportation	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231569	11/19/2025	15.00
4515580	Wilson, Sarah	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232621	12/26/2025	177.00
4515614	Gamble, Amy & Gerry	Charges & Credits	WA - 513713 Water service sales	closed water account credited the \$15 dollar	313752	12/08/2025	-15.00
4516185	Boren, Margaret	Charges & Credits	WA - 513713 Water service sales	write off penalties	313739	11/25/2025	-16,468.65
4516551	Bertola, Britney & Zack	Charges & Credits	WA - 513713 Water service sales	Wrote off \$136.65 of Zacks water bill. ok'd b	313743	12/02/2025	-136.65
4516762	Oliveros, Frankie	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231570	11/19/2025	31.50
4516762	Oliveros, Frankie	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232223	12/18/2025	31.50
4516764	Leonard, Lucas	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232695	01/04/2026	189.17
4516788	Duchesne County Emergency Mana	Charges & Credits	FPF - 103422 Fire protection fees	11/12/2025 F25-0995 Koch Rd Illegal Burn	313741	12/01/2025	206.70
4516788	Duchesne County Emergency Mana	Charges & Credits	FPF - 103422 Fire protection fees	11/15/2025 F25-1004 Connies Trail Flare	313741	12/01/2025	91.08
4516788	Duchesne County Emergency Mana	Charges & Credits	FPF - 103422 Fire protection fees	11/16/2025 F25-1009 MM75 Oil Spill FA	313741	12/01/2025	118.56
4516788	Duchesne County Emergency Mana	Charges & Credits	FPF - 103422 Fire protection fees	11/27/2025 F25-1033 Borham Rd Hazmat	313741	12/01/2025	200.22
4516788	Duchesne County Emergency Mana	Charges & Credits	FPF - 103422 Fire protection fees	11/29/2025 F25-1038 Argyle Car Fire	313741	12/01/2025	239.40
4516788	Duchesne County Emergency Mana	Charges & Credits	FPF - 103422 Fire protection fees	12/05/2025 F25-1057 Hwy 40 Tire Fire	314888	01/05/2026	279.18
4516788	Duchesne County Emergency Mana	Charges & Credits	FPF - 103422 Fire protection fees	12/07/2025 F25-1060 MM 11 CO Detector	314888	01/05/2026	100.80
4516788	Duchesne County Emergency Mana	Charges & Credits	FPF - 103422 Fire protection fees	12/22/2025 F25-1086 Big Buck East	314888	01/05/2026	263.67
4516788	Duchesne County Emergency Mana	Charges & Credits	FPF - 103422 Fire protection fees	12/27/2025 F25-1091 US191 MM292 Hazm	314888	01/05/2026	511.56
4516788	Duchesne County Emergency Mana	Charges & Credits	FPF - 103422 Fire protection fees	12/28/2025 F25-1092 Chain Fire	314888	01/05/2026	186.30
4517026	Rodriguez-Herrera, Juan Manuel	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231480	11/18/2025	15.00
4517026	Rodriguez-Herrera, Juan Manuel	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232457	12/18/2025	31.50
4517039	Pinales, Ana Maria	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231491	11/18/2025	186.77
4517039	Pinales, Ana Maria	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232467	12/18/2025	294.39
4517056	Sergent, Sue	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231608	11/20/2025	88.94
4517056	Sergent, Sue	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232225	12/18/2025	186.77
4517057	Sweeney, Vincent	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231964	12/10/2025	207.32
4517076	Robbins, Karson	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231489	11/18/2025	186.77
4517170	Ruff N Tuff Services	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232563	12/19/2025	411.20
4517174	Montague, Mallory	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232691	01/03/2026	2.38
4517234	Heaton, Hailey	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231493	11/18/2025	91.34

**Duchesne City**  
**Transaction Register - 11/18/2025 to 01/11/2026**

Account No.	Customer Name	Transaction Type	Billing Code	Description	Reference	Date	Amount
4517234	Heaton, Hailey	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232469	12/18/2025	88.35
4517293	Osborne, Lateasla	Charges & Credits	WA - 513713 Water service sales	thought account was closed wrote off delinu	314878	12/23/2025	-208.94
4517357	Poulson, Weston	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232580	12/21/2025	71.16
4517357	Poulson, Weston	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232582	12/21/2025	71.16
4517474	Simmitt, Rick and Heather	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232560	12/19/2025	210.53
4517493	Duchesne Property Mammagement	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	232640	12/29/2025	354.62
4517585	Gutierrez, Reme	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231243	11/18/2025	46.00
4517585	Gutierrez, Reme	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231245	11/18/2025	46.00
4517585	Gutierrez, Reme	Payment Reversal	NSF - 101310 A/R customers	PAYMENT	231247	11/18/2025	46.00
4517599	Haslem, Joe	Charges & Credits	SW - 513717 Sewer service charges	Final bill	313738	11/25/2025	19.37
4517599	Haslem, Joe	Charges & Credits	WA - 513713 Water service sales	Final meter read	313737	11/25/2025	9.75
4517628	Olsen, Gavin	Balance Transfer	GB - 513732 Sanitation collection re	Transfer To: 4517629 - Account is duplicate,	314879	12/29/2025	66.59
4517628	Olsen, Gavin	Charges & Credits	GB - 513732 Sanitation collection re	Account is a duplicate account	314881	12/29/2025	-109.09
4517628	Olsen, Gavin	Charges & Credits	PN - 513714 Late payment penalties	Account is a duplicate account	314881	12/29/2025	-6.59
4517629	Olsen, Gavin	Balance Transfer	GB - 513732 Sanitation collection re	Transfer From: 4517628 - Account is dupli	314880	12/29/2025	-66.59
4517671	Veliotis, James	Charges & Credits	WA - 513713 Water service sales	Penaltie write off didnt get bill wrong addres	313733	11/21/2025	-4.50
4517688	Hatch, Scott	Balance Transfer	CF - 513712 Water connects, reconn	Transfer From: 4466466	313749	12/03/2025	4.35
4517688	Hatch, Scott	Balance Transfer	DP - 512152 Customer deposits - util	Transfer From: 4466466	313749	12/03/2025	2.14
4517688	Hatch, Scott	Balance Transfer	WM - 513716 Sewer connects, recon	Transfer From: 4466466	313749	12/03/2025	2.06

(\$11,937.03)



500 E Main St. Duchesne, Utah 84021  
PO Box 974, Duchesne, Utah 84021  
phone (435) 738-2464  
fax (435) 738-5394  
[dherron@duchesnecity.com](mailto:dherron@duchesnecity.com)

## BUSINESS LICENSE APPLICATION

*Application and all other items must be completed on the attached checklist BEFORE a business license is issued.*

BUSINESS LICENSE #

*(OFFICE USE ONLY)*

### APPLICANT INFORMATION

Applicant Name:

Scott or Carree Whitten

Date of Birth:

10/30/68 9/18/69

Home Address:

[REDACTED]

City, State and Zip Code:

[REDACTED]

Mailing Address:

Same

Home Telephone:

[REDACTED]

Cell Phone: [REDACTED]

Email Address:

Thechilisspot@gmail.com

### BUSINESS INFORMATION

Legal Name of Business:

The Chili Spot

Home Based

Commercial Based \_\_\_\_\_

Unknown \_\_\_\_\_

Business Address:

[REDACTED]

City, State and Zip Code:

[REDACTED]

Business Telephone:

[REDACTED]

Business Fax: \_\_\_\_\_

Business Email:

Thechilisspot@gmail.com

Professional License #:

(Contractor, Real Estate, Federal Firearms, Cosmetology, etc.)

Utah Entity #:

14518691-0160

(you must register your business with the Utah Department of Commerce)

Utah Sales and Use Tax #:

16453239-002-STC

(if you are selling goods you must file for a sales tax number with the Utah State Tax Commission)



500 E Main St. Duchesne, Utah 84021  
PO Box 974, Duchesne, Utah 84021  
phone (435) 738-2464  
fax (435) 738-5394  
[office@duchesnecity.com](mailto:office@duchesnecity.com)

## BUSINESS INFORMATION CONT'D

Describe the nature of your business:

Food Truck.

Please list the location of where your equipment, tools, and supplies to conduct your business will be stored:

Home

If storage is located at home, what percentage will be stored and where?

30

%

70% stored in Trailer

## LICENSE STIPULATIONS

*Please initial next to each item*

CW All Business Licences are issued for a period of one year, which extends from July 1st to June 30th.

CW License fees are due and payable July 1st, or upon approval of application.

*To engage in the business for which this license is issued, you must comply with all City Ordinances and County Health and Safety Codes. These include zoning, building codes, accessibility codes, health and fire safety. If at any time if there is any criminal activity now, or in the future, or if you do not comply with these codes, this license may be revoked upon the majority vote of Duchesne City Council.*

CW I am responsible to read and understand the requirements of Duchesne City's Business License Ordinance and agree to comply with the same.

*(Note: To read about Duchesne City Business and License requirements visit Duchesne City Offices or go to Title 3 of the Municipal Code found at [https://duchesnecity.com/government/municipal\\_code.php](https://duchesnecity.com/government/municipal_code.php))*

CW Duchesne City requires at least 20 days after application submittal for investigative purposes.

CW Business License Certificate, once issued, shall be posted in a conspicuous place on the wall of the building, room or office of the place of business so that the same may be easily seen.

## AFFIDAVIT

I, Carree Whitten

BEING DULY SWORN, DEPOSE AND SAY  
THAT I AM THE ABOVE NAMED APPLICANT AND THAT THE STATEMENTS CONTAINED IN THIS  
APPLICATION ARE TRUE AND CORRECT.

Applicant Signature:

Carree Whitten

Dated:

1-8-2024



500 E Main St. Duchesne, Utah 84021  
PO Box 974, Duchesne, Utah 84021  
phone (435) 738-2464  
fax (435) 738-5394  
[office@duchesnecity.com](mailto:office@duchesnecity.com)

## BUSINESS LICENSE CHECKLIST

*All items listed below must be completed BEFORE a business license is issued. Application fees will be due and payable upon successful completion of the application process.*

Completed Application

Letter of Permission (if you are not the property owner)

Copy of Required State License (contractor, cosmetology, real estate, daycare, etc.)

Copy of Entity Registration

Copy of Sales Tax License (if applicable)

Building Inspection (if applicable)

*Wasatch County*  
 Fire Inspection, \$50 Fee

*Wasatch County*  
 Health Inspection (if applicable)

Department of Commerce (801) 530-4849 or visit  
[www.corporations.utah.gov](http://www.corporations.utah.gov)

Utah State Tax Commission (801) 530-4849 or visit  
[www.tax.utah.gov/sales](http://www.tax.utah.gov/sales)

Cody Fisher, Inspector  
(801) 719-9337

Russ Young, Fire Marshall  
(435) 630-4113

Board of Health  
(435) 722-6300

You may need to appear before Duchesne City Council to present your business and application



# MFM LICENSE ISSUED ...

tap.tax.utah.gov



CHILI SPOT LLC

Account Number  
16453239



1 / 4

## Summary of Account Numbers

We have issued an account number(s) for CHILI SPOT LLC. Any account number(s) and any doing-business-as (DBA) name(s) are listed in the *Account Summary* later in this notice.

### What to Do

- You must file a tax return and pay your taxes for every filing period and tax type. You must file a tax return, even if no tax is due.
- Please register your account at our Taxpayer Access Point (TAP), [tap.utah.gov](http://tap.utah.gov), for electronic filing, paying and managing your account.
- Set up a separate bank account to deposit Sales Taxes or Withholding Taxes. A separate account will help make sure taxes do not get used as normal operating funds and are available for tax payment when you file your tax return.
- Check for current tax rates. Sales Tax rates may change quarterly and Withholding rates may change annually.
- You must contact us immediately if any of your business names or DBAs are rejected or changed by the Department of Commerce.

### Taxpayer Access Point (TAP) - [tap.utah.gov](http://tap.utah.gov)

- File your tax returns. Sales, Withholding, IFTA and others...
- Pay your taxes. ACH Debit (e-check) is free. There is a fee to use your credit card.
- Manage your accounts. Name, Address, Phone & Business Locations.

### Utah State Tax Commission Online

- Tax Commission Home Page go to [tax.utah.gov](http://tax.utah.gov).
- Tax Instruction & Training go to [tax.utah.gov/training](http://tax.utah.gov/training).
- Sales Tax Rates & General Information go to [tax.utah.gov/sales](http://tax.utah.gov/sales).
- Withholding Rates & General Information go to [tax.utah.gov/withholding](http://tax.utah.gov/withholding).
- Current Forms & Publications go to [tax.utah.gov/forms-pubs](http://tax.utah.gov/forms-pubs).
- Software Developers go to [tax.utah.gov/developers](http://tax.utah.gov/developers).

### Please Note

- We may assess penalties and interest if you do not file your tax return or pay your taxes in full by the due date.
- We may assess penalties if you file using unapproved tax forms or methods.
- If any of your tax accounts require a license, we will mail them to you.

The Utah Taxpayer Bill of Rights (Pub 2) is available on the Tax Commission's website [tax.utah.gov](http://tax.utah.gov) or upon request. This publication describes your rights and obligations and the Tax Commission's procedures for appeals, refund claims and collections. If you need an accommodation under the Americans with Disabilities Act, contact the Tax Commission at 801-297-3811 or TDD 801-297-2020. Please allow three working days for a response.



Utah State Tax Commission  
FINANCIAL OPERATIONS DIVISION 210 N 1850 W SALT LAKE CITY UT 84134-0700

Website: [tax.utah.gov](http://tax.utah.gov)

41007 09/2024

CHILI SPOT LLC

July 31, 2025

### Contact Information

If you have any questions, please call the Taxpayer Services Division at 801-297-2200 or toll free at 1-800-662-4336 or send us a fax at 801-297-6358. You may also write to the Taxpayer Services Division at the address at the top of this notice.

Respectfully,  
Taxpayer Services Division

### Account Summary

Account Number	Liability Start Date	Filing Frequency	Payment Frequency	Tax Return Forms	First Return Due Date	First Payment Due Date
16453239-002-3TC	October 1, 2025	Quarterly	Quarterly	TC-62M Schedule A Schedule J	February 2, 2026	February 2, 2026

Account Type >>> Sales and Use Tax (SUT) DBA (if any) >>>

16453239-002-SUT October 1, 2025 Quarterly Quarterly TC-62F February 2, 2026 February 2, 2026

Account Type >>> Restaurant Tax (SRT) DBA (if any) >>>

**StateFoodSafety**  
ACERTUS COMPANY



**StateFoodSafety**  
**FOOD MANAGER CERTIFICATION**

PRESENTED TO

*Scott Miller*

for successfully completing the StateFoodSafety Food Protection Manager Certification Exam.

This exam is accredited by the National Accreditation Board (NAB).

JUN 17, 2025

DATE OF ISSUE

2020EL-K8b69J1



EXAMINATION FORM

*Scott Miller*

APPROVAL NUMBER  
2020EL-K8b69J1

EXAMINATION FORM

APPROVAL NUMBER

2020EL-K8b69J1



AMERICAN MANAGEMENT ASSOCIATION

# MOBILE FOOD PERMIT

## PERMIT# MF-003



WASATCH COUNTY  
HEALTH DEPARTMENT

INSPECTION YEAR

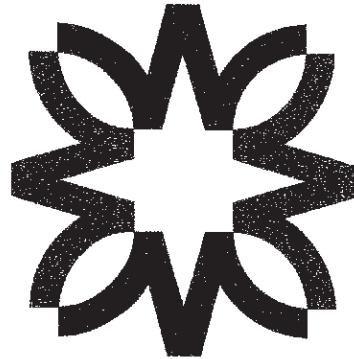
PERMIT EXPIRES DECEMBER 31<sup>st</sup> OF  
INSPECTION YEAR



This mobile food business is permitted to operate within Wasatch County, Utah.

Permit is the property of Wasatch County Health Department and may be suspended or revoked for cause; it is only valid when the current inspection year sticker is in place and accompanied with a current permit certificate.

This sticker is not transferable and must be posted on the outside rear of the vehicle, clearly visible to the public.



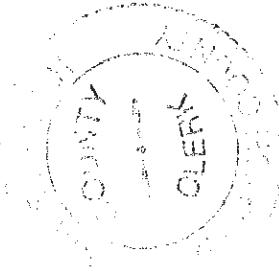
## Wasatch County Standard

License # 25-99

Expiration Date: 10/31/2026

By Authority of the Wasatch County Manager, State of Utah

This license is granted to SCOTT WHITTEN in pursuance to the laws of the State of Utah and the ordinances of the County of Wasatch, State of Utah, to carry on the business of THE CHILLI SPOT a [REDACTED] for the period of one (1) year and expiring on 10/31/2026, in accordance with the ordinances of said Board, and is by said Board duly authorized.



Given under my hand and official seal this 30 day of October 2025

*Jay D. Granger*

County Clerk, Wasatch County

*Minelle W. Cook*

Deputy Clerk

# WASATCH COUNTY



WASATCH COUNTY  
HEALTH DEPARTMENT

Health Department  
55 South 500 East  
Heber City UT 84032  
435-657-3264

Permit #: MF-003  
Expiration: 12/31/26  
License # 031818Z

*NOTICE: THIS CERTIFICATE MUST BE  
POSTED IN A CONSPICUOUS PLACE*

ISSUED TO: The Chili Spot LLC

## MOBILE FOOD PERMIT

LOCATED: [REDACTED]  
[REDACTED]

OWNER/OPERATOR: Scott Whitten

*This food service establishment has met the  
requirements of the Wasatch County Health  
Department and is hereby issued this permit.*

**THIS PERMIT IS NONTRANSFERABLE**

Wasatch County Health Official



# UTAH DEPARTMENT OF COMMERCE

## Division of Corporations and Commercial Code

SPENCER J. COX  
*Governor*

MARGARET W. BUSSE  
*Executive Director*

ADAM WATSON  
*Division Director*

DEIDRE M. HENDERSON  
*Lieutenant Governor*

11/19/2025

Filing Type	Domestic Limited Liability Company - Annual Report / Renewal with changes		
Filing/Effective Date	11/19/2025 8:29:34 AM effective, 11/19/2025 8:29:34 AM		
Entity Name	THE CHILI SPOT LLC		
Entity Number	14518691-0160	Entity Status	Active Current

The Domestic Limited Liability Company Annual Report / Renewal with changes for THE CHILI SPOT LLC was/were filed with the Utah Division of Corporations and Commercial Code on 11/19/2025, effective 11/19/2025.

### Reference Information:

Work Order Item #	Tracking/Filing #	Submitter Name	Submitter Number
W202511191170856 - 763679	251119659663B	Scott A Whitten	321624



## Food Truck Inspection

Address

City

Zip

Business Name

THE CHILLI SPOT

### LPG (Propane) Containers and Piping:

✓ Pass

**ITEM:** LPG piping is code compliant

✓ Pass

**ITEM:** Approved LPG containers

**CODE:** NFPA 58 - 6.26.3.2 - ASME containers and cylinders utilized for the purposes covered by Section 6.26 shall not be installed, transported, or stored (even temporarily) inside any vehicle covered by Section 6.26, except for ASME containers installed in accordance with 6.26.3.4(I), Chapter 9, or DOT regulations.

✓ Pass

**ITEM:** Containers installed outside or in vapor-tight cabinets accessible from outside

**CODE:** NFPA 58 - 6.26.3.3 - The LP-Gas supply system, including the containers, shall be installed either on the outside of the vehicle or in a recess or cabinet vaportight to the inside of the vehicle but accessible from and vented to the outside, with the vents located near the top and bottom of the enclosure and 3 ft (1 m) horizontally away from any opening into the vehicle below the level of the vents.

✓ Pass

**ITEM:** LPG containers mounted securely

**CODE:** NFPA 58 - 6.26.3.4 - Containers mounted on the interior of passenger-carrying vehicles shall be installed in compliance with Section 11.9. Pressure relief valve installations for such containers shall comply with 11.8.5.

✓ Pass

**ITEM:** Containers protected against impact

**CODE:** NFPA 58 - 6.26.3.4 - Containers mounted on the interior of passenger-carrying vehicles shall be installed in compliance with Section 11.9. Pressure relief valve installations for such containers shall comply with 11.8.5.

✓ Pass

**ITEM:** Protection of cylinder valve

**CODE:** NFPA 58 - 6.26.3.4 - Containers mounted on the interior of passenger-carrying vehicles shall be installed in compliance with Section 11.9. Pressure relief valve installations for such containers shall comply with 11.8.5.

✓ Pass

**ITEM:** Shut off valve is readily accessible

**CODE:** NFPA 58 - 6.26.4.1 - Container appurtenances shall be installed in accordance with the following: (1) Pressure relief valve installation on ASME containers installed in the interior of vehicles complying with Section 11.9 shall comply with 11.8.5. (2) Pressure relief valve installations on ASME containers installed on the outside of vehicles shall comply with 11.8.5 and 6.26.3.3. (3) Main shutoff valves on containers for liquid and vapor shall be readily accessible. (4) Cylinders shall be designed to be filled in either the vertical or horizontal position, or if they are the universal type, they are permitted to be filled in either position. (5) All container inlets, outlets, or valves installed in container inlets or outlets, except pressure relief devices and gauging devices, shall be labeled to designate whether they communicate with the vapor or liquid space. (6) Containers from which only vapor is to be withdrawn shall be installed and equipped with connections to minimize the possibility of the accidental withdrawal of liquid.

✓ Pass

**ITEM:** Flexibility between regulator and fixed piping

**CODE:** NFPA 58 - 6.26.5.1 - Piping systems, including hose, shall be proven free of leaks in accordance with Section 6.16.

✓ Pass

**ITEM:** LPG cylinders shall not be installed, transported, or stored inside the vehicle

**CODE:** NFPA 58 - 6.26.3.2 - ASME containers and cylinders utilized for the purposes covered by Section 6.26 shall not be installed, transported, or stored (even temporarily) inside any vehicle covered by Section 6.26, except for ASME containers installed in accordance with 6.26.3.4(l), Chapter 9, or DOT

regulations,

✓ Pass

**ITEM:** No fueling or tank exchange during event or with public present

**CODE:** IFC - 313.1.1 - Removal. - The fire code official is authorized to require removal of fueled equipment from locations where the presence of such equipment is determined by the fire code official to be hazardous.

### LPG (Propane) Appliances:

✓ Pass

**ITEM:** All appliances installed on vehicles shall be approved

**CODE:** NFPA 58 - 6.26.7.2 - All appliances covered by 6.26.7 installed on vehicles shall be approved.

✓ Pass

**ITEM:** Appliances shall be readily accessible

**CODE:** NFPA 58 - 6.26.7.7 - Appliances installed in the cargo space of a vehicle shall be readily accessible whether the vehicle is loaded or empty.

✓ Pass

**ITEM:** Appliances shall be protected to minimize damage in transit

**CODE:** NFPA 58 - 6.26.7.8 - Appliances shall be constructed or otherwise protected to minimize possible damage or impaired operation due to cargo shifting or handling.

✓ Pass

**ITEM:** Appliances shall not block egress

**CODE:** NFPA 58 - 6.26.7.9 - Appliances shall be located so that a fire at any appliance will not block egress of persons from the vehicle.

✓ Pass

**ITEM:** Install permanent caution plate

**CODE:** NFPA 58 - 6.26.7.10 - A permanent caution plate shall be affixed to either the appliance or the vehicle outside of any enclosure, shall be adjacent to the container(s), and shall include the following instructions: CAUTION: (1) Be sure all appliance valves are closed before opening container valve. (2)

Connections at the appliances, regulators, and containers shall be checked periodically for leaks with soapy water or its equivalent. (3) Never use a match or flame to check for leaks. (4) Container valves shall be closed when equipment is not in use.

### **Hood System:**

**✓ Pass**

**ITEM:** Type 1 hood with grease laden vapors

**CODE:** NFPA 96 - 4.1.9 - Cooking equipment used in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, tents, or any form of roofed enclosure, shall comply with this standard.

**✓ Pass**

**ITEM:** Fire ext. system in hood with tag

**CODE:** NFPA 96 - 10.1.1 - Fire-extinguishing equipment for the protection of grease removal devices, hood exhaust plenums, and exhaust duct systems shall be provided.

**✓ Pass**

**ITEM:** Proper ventilation and grease filters

**CODE:** NFPA 96 - 8.2.2.1 - Exhaust air volumes for hoods shall be of a sufficient level to provide for capture and removal of grease-laden cooking vapors.

NFPA 96 - 7.1.7 - Listed grease ducts shall be installed in accordance with the terms of the listing and the manufacturer's instructions.

**✓ Pass**

**ITEM:** Hood cleaned at regular intervals

**CODE:** IFC - 607.3.3.1 - Inspection. - Hoods, grease-removal devices, fans, ducts and other appurtenances shall be inspected at intervals specified in Table 607.3.3.1 or as approved by the fire code official. Inspections shall be completed by qualified individuals.

NFPA 96 - 8.2.2.1 - Exhaust air volumes for hoods shall be of a sufficient level to provide for capture and removal of grease-laden cooking vapors.

**✓ Pass**

**ITEM:** Ext. system serviced every 6 mo

**CODE:** IFC - 904.12.5.2 - Extinguishing system service. - Automatic fire-extinguishing systems shall be serviced not less frequently than every six months and after activation of the system. Inspection shall be by qualified individuals, and a certificate of inspection shall be forwarded to the fire code official upon

completion.

## Fire Extinguishers:

✓ Pass

**ITEM:** All cooking vehicles 2A10BC fire extinguisher mounted

**CODE:** NFPA 58 - 6.26.1 - Application. - Section 6.26 shall apply to the following: (1) Nonengine fuel systems on all vehicles (2) Installations served by exchangeable (removable) cylinder systems and by permanently mounted containers

✓ Pass

**ITEM:** K extinguisher mounted if hood is required

**CODE:** IFC - 906.4.2 - Class K portable fire extinguishers for deep fat fryers. - Where hazard areas include deep fat fryers, listed Class K portable fire extinguishers shall be provided as follows: 1. For up to four fryers having a maximum cooking medium capacity of 80 pounds (36.3 kg) each: one Class K portable fire extinguisher of a minimum 1.5-gallon (6 L) capacity. 2. For every additional group of four fryers having a maximum cooking medium capacity of 80 pounds (36.3 kg) each: one additional Class K portable fire extinguisher of a minimum 1.5-gallon (6 L) capacity shall be provided. 3. For individual fryers exceeding 6 square feet (0.55 m<sup>2</sup>) in surface area: Class K portable fire extinguishers shall be installed in accordance with the extinguisher manufacturer's recommendations.

## Out of Service:

✓ Pass

**ITEM:** LPG system shall be leak free

**CODE:** NFPA 58 - 6.26.8.2 - The fuel system shall be leak-free, and the container(s) shall not be filled beyond the limits specified in Chapter 7.

✓ Pass

**ITEM:** Cylinders and/or containers shall be closed

**CODE:** NFPA 58 - 6.26.8.3 - The container shutoff valve shall be closed, except that the container shutoff valve shall not be required to be closed when fuel is required for test or repair.

✓ Pass

**ITEM:** Vehicle shall not be parked near heat sources, open flame, other ignition sources, or open pits.

**CODE:** NFPA 58 - 6.26.8.4 - The vehicle shall not be parked near sources of heat, open flames, or similar sources of ignition, or near unventilated pits.

**Access:****✓ Pass****ITEM:** Fire apparatus access roads shall not be obstructed**CODE:** IFC - 503.4 - Obstruction of fire apparatus access roads. - Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times.**Electrical:****✓ Pass****ITEM:** Electrical hazards shall be abated**CODE:** IFC - 604.1 - Abatement of electrical hazards. - Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the responsible code official. Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used.**✓ Pass****ITEM:** Electrical panels shall be accessible**CODE:** IFC - 604.3 - Working space and clearance. - A working space of not less than 30 inches (762 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches (762 mm), the working space shall be not less than the width of the equipment. Storage of materials shall not be located within the designated working space. Exceptions: 1. Where other dimensions are required or allowed by NFPA 70. 2. Access openings into attics or under-floor areas that provide a minimum clear opening of 22 inches (559 mm) by 30 inches (762 mm).**✓ Pass****ITEM:** Extension cords shall not replace permanent wiring**CODE:** IFC - 604.5 - Extension cords. - Extension cords and flexible cords shall not be a substitute for permanent wiring and shall be listed and labeled in accordance with UL 817. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances. Extension cords marked for indoor use shall not be used outdoors.**✓ Pass****ITEM:** No open junction boxes

**CODE:** IFC - 604.6 - Unapproved conditions. - Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

✓ Pass

**ITEM:** Safe use of generators

**CODE:** IFC - 313.1.1 - Removal. - The fire code official is authorized to require removal of fueled equipment from locations where the presence of such equipment is determined by the fire code official to be hazardous.

### General Requirements:

✓ Pass

**ITEM:** No Smoking sign

**CODE:** IFC - 310.3 - "No Smoking" signs. - The fire code official is authorized to order the posting of "No Smoking" signs in a conspicuous location in each structure or location in which smoking is prohibited. The content, lettering, size, color and location of required "No Smoking" signs shall be approved. Exception: In Group I-2 occupancies where smoking is prohibited, "No Smoking" signs are not required in interior locations of the facility where signs are displayed at all major entrances into the facility.

✓ Pass

**ITEM:** No public in vehicle

**CODE:** R710 - R710-14-5. - Inspection Procedures and Criteria. - (1) The AHJ shall use the inspection check list approved by the Board. (2) A food truck shall comply with the following standards to pass inspection: (a) no patrons are allowed inside the food truck; (b) patron seating may not be located within any food truck or mobile or temporary cooking vehicle; (c) gas fired appliances shall be secured to the food truck; (d) generators may be used according to their listing and are not required to be mounted on the food truck; and (e) a listed LPG liquid petroleum gas detector shall be installed in the truck at floor level near the cooking equipment. (3) The AHJ may re-inspect a food truck, after it has passed an inspection, for the following items: (a) damage to truck or equipment; (b) removal or replacement of appliances or other equipment; (c) additions to the food truck that were not included in the original inspection; (d) remodel of the food truck; (e) issues not included in the original inspection such as: (i) free standing LPG tanks; (ii) generator location; (iii) cooking outside; (iv) exterior seating; or (v) truck placement; (f) parking and location; (g) cleanliness issues that create a potential fire hazard such as an accumulation of grease; (h) imminent hazards to life or property; or (i) current tag on fire extinguishing system. (4) If a food truck passes an inspection, the AHJ will provide the food truck operator with a fire safety inspection sticker.

✓ Pass

**ITEM:** Business license

**ITEM:** No fueling during event or with public present

**CODE:** IFC - 313.1.1 - Removal. - The fire code official is authorized to require removal of fueled equipment from locations where the presence of such equipment is determined by the fire code official to be hazardous.

**ITEM:** LPG gas detector installed

**CODE:** R710 - R710-14-5. - Inspection Procedures and Criteria. - (1) The AHJ shall use the inspection check list approved by the Board. (2) A food truck shall comply with the following standards to pass inspection: (a) no patrons are allowed inside the food truck; (b) patron seating may not be located within any food truck or mobile or temporary cooking vehicle; (c) gas fired appliances shall be secured to the food truck; (d) generators may be used according to their listing and are not required to be mounted on the food truck; and (e) a listed LPG liquid petroleum gas detector shall be installed in the truck at floor level near the cooking equipment. (3) The AHJ may re-inspect a food truck, after it has passed an inspection, for the following items: (a) damage to truck or equipment; (b) removal or replacement of appliances or other equipment; (c) additions to the food truck that were not included in the original inspection; (d) remodel of the food truck; (e) issues not included in the original inspection such as: (i) free standing LPG tanks; (ii) generator location; (iii) cooking outside; (iv) exterior seating; or (v) truck placement; (f) parking and location; (g) cleanliness issues that create a potential fire hazard such as an accumulation of grease; (h) imminent hazards to life or property; or (i) current tag on fire extinguishing system. (4) If a food truck passes an inspection, the AHJ will provide the food truck operator with a fire safety inspection sticker.

Next inspection scheduled to be conducted on or after 10/28/2026

## FAMILY DOLLAR

— Application for the Chil. Spot Food Truck to park County Dollars in the parking lot \$ 200.00 the Chil.

**CITY OF DUCHESNE, UTAH  
SEWER REVENUE BONDS, SERIES 2026  
FINAL BOND RESOLUTION  
JANUARY 13, 2026**

RESOLUTION NO. 26-01

A RESOLUTION AUTHORIZING SEWER REVENUE BONDS, SERIES 2026, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$767,000 (THE “SERIES 2026 BONDS”); TO FINANCE SEWER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS, AND RELATED MATTERS.

WHEREAS, the City of Duchesne, Duchesne County, Utah (the “Issuer”) desires to construct improvements to its sewer system (the “System”) and desires to finance said improvements by issuing its Sewer Revenue Bonds, Series 2026 in the total principal amount of \$767,000 (the “Series 2026 Bonds”); and

WHEREAS, the Issuer has previously issued its Outstanding Obligations (as defined herein) for improvements to the Issuer’s sewer system; and

WHEREAS, the Series 2026 Bonds shall be issued on a parity with the Outstanding Obligations such that the Series 2026 Bonds and Outstanding Obligations shall be equally secured by a first lien pledge on the Net Revenues of the Issuer’s System (as said terms are defined herein); and

WHEREAS, the Issuer does not have on hand money to pay the cost thereof, but with the exception of the Issuer’s Outstanding Obligations, the revenues to be derived by the Issuer from the operation of its System will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Series 2026 Bonds; and

WHEREAS, the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), provides that the Issuer may issue nonvoted revenue bonds as long as revenues generated from the revenue producing facilities of the Issuer are sufficient to pay for operation and maintenance of such facilities and debt service on all outstanding obligations secured by the revenues of such facilities; and

WHEREAS, the Issuer has been advised that its System will generate sufficient revenues to pay for operation and maintenance of the System as well as debt service on all proposed and outstanding obligations secured by the revenues of the System, including the Series 2026 Bonds authorized herein and the Issuer’s Outstanding Obligations; and

WHEREAS, the State of Utah Permanent Community Impact Fund Board (the “Community Impact Board”) has offered to purchase at par the Issuer’s Series 2026 Bonds in the total principal amount of \$767,000 and bearing interest at the rate of 0.50% per annum on the unpaid principal amount; and

WHEREAS, the Issuer desires to accept the offer of the Community Impact Board and to confirm the sale of the Series 2026 Bonds to the Community Impact Board; and

WEHREAS, the Community Impact Board has approved a grant to the Issuer in the amount of \$1,789,000 that will not need to be repaid:

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

## ARTICLE I

### DEFINITIONS

As used in this resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Act” means the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

“Annual Debt Service” means the annual payment of principal, premium or penalty, if any, and interest, if any, to be paid by the Issuer during any Sinking Fund Year on the Series 2026 Bonds and all Outstanding Obligations or other forms of indebtedness issued on a parity with the Series 2026 Bonds and which are secured by the Revenues of the System.

“Bonds” means the Outstanding Obligations, the Series 2026 Bonds, and all Parity Bonds issued pursuant to Section 4.2 hereof.

“Bondholder” or “Registered Owner” means the registered holder of any Series 2026 Bond, the issuance of which is authorized herein.

“Community Impact Board” means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

“Depository Bank” means a “Qualified Depository” as defined in the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated, 1953, as amended, selected by the Issuer to receive deposits for the Sewer Revenue Account as herein described, the deposits of which Bank shall be insured by the Federal Deposit Insurance Corporation.

“Escrow Account” means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, said account to be used for the purpose of depositing the proceeds of the sale of the Series 2026 Bonds and accounting for said proceeds pursuant to the terms of the Escrow Agreement.

“Escrow Agent” means Utah State Treasurer, Salt Lake City, Utah, who shall so act pursuant to the terms of the Escrow Agreement.

“Escrow Agreement” means the agreement entered into among the Issuer, the Community Impact Board, and the Escrow Agent on the date of delivery of the Series 2026 Bonds.

“Exchange Bonds” means the fully registered Series 2026 Bonds issued in substantially the form set forth in Exhibit A-2, in exchange for the State Bonds representing the Series 2026 Bonds or in exchange for other Exchange Bonds, in the denomination of \$1,000 or any integral multiple thereof.

“Fully Registered Bond” means any single Bond that is fully registered in the denomination(s) equal to the aggregate principal amount of the applicable Series 2026 Bonds authorized herein.

“Issuer” means the City of Duchesne, Duchesne County, Utah or its successors.

“Net Revenues” means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all expenses reasonably incurred in connection with the operation and maintenance of the System, including the cost of water or wastewater treatment, whether incurred by the Issuer or paid to any other municipality or company pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, fees of the paying agents on the Bonds, payment of premiums for insurance on the System hereafter required and, generally, all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to operation and maintenance of the System, but only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

“Outstanding Obligations” means the Issuer’s (1) Taxable Sewer Revenue and Refunding Bonds, Series 2009 in the original principal amount of \$2,064,000, (2) Sewer Revenue Bonds, Series 2017 in the original principal amount of \$2,700,000, and (#) Sewer Revenue Bonds, Series 2025 in the original principal amount of \$588,000 bearing interest at the rate of 1.0% per annum and purchased by the Community Impact Board.

“Paying Agent” means the person or persons authorized by the Issuer to pay the principal of and interest on the Series 2026 Bonds on behalf of the Issuer. The initial paying agent for the Series 2026 Bonds is the City Recorder of the Issuer.

“Project” means the improvements to the Issuer's System, and all equipment and necessary appurtenances thereto and related improvements.

“Registrar” means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2026 Bonds on behalf of the Issuer. The initial Registrar for the Series 2026 Bonds is the City Recorder of the Issuer.

“Revenues” means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, connection charges, and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter

constructed or acquired, and all interest earned by and profits derived from the sale of investments made with the income and Revenues.

“Series 2026 Bond or Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2026 in the total principal amount of \$767,000 bearing interest at the rate of 0.50% per annum on the unpaid principal balance and purchased by the Community Impact Board.

“Sinking Fund Year” means the twelve-month period beginning on July 1 of the calendar year and ending on the next succeeding June 30; provided, however, that the first Sinking Fund Year will begin on the delivery date of the Series 2026 Bonds and will end on the next succeeding June 30.

“State Bonds” means the fully registered Series 2026 Bonds issued in substantially the form set forth in Exhibit A-1 in the denominations equal to the aggregate principal amount of the Series 2026 Bonds.

“System” means the whole and each and every part of the sewer system of the Issuer, including the Project to be acquired and constructed pursuant to this Bond Resolution, and all property, real, personal and mixed, of every nature now or hereafter owned by the Issuer and used or useful in the operation of said System, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while any of the Bonds remain outstanding.

## ARTICLE II

### ISSUANCE OF SERIES 2026 BONDS

#### Section 2.1.

#### Principal Amount, Designation Series and Interest

Rate. The Series 2026 Bonds are hereby authorized for issuance for the purpose of providing funds (i) to finance a portion of the Project and (ii) to pay costs of issuing the Bonds. The Series 2026 Bonds shall be limited to \$767,000 in aggregate principal amount, shall be issued (i) if issued as a State Bond(s), in the form set forth in Exhibit A-1 and (ii) if issued as Exchange Bonds, in the form set forth in Exhibit A-2, in fully registered form, shall bear interest at the rate of 0.50% per annum on the unpaid principal amount and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2026 Bonds shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2026 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2026 Bonds shall be designated as, and shall be distinguished from the bonds of all other series by the title, "Sewer Revenue Bonds, Series 2026".

The Series 2026 Bonds are issued on parity with the Issuer's Outstanding Obligations, such that the Series 2026 Bonds are secured by a pledge of the Net Revenues of the Issuer's System, which pledge is on parity with and equal to the pledge of the Outstanding Obligations.

Section 2.2 Date and Maturities. The Series 2026 Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section. The Series 2026 Bonds shall be initially issued as one Fully Registered Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2026 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. Payment of interest, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner. All payments shall be made 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. If the Series 2026 Bonds are not issued during the calendar year 2026, then the denomination of the Bonds will be changed to correspond to the calendar year in which they are issued.

So long as the Community Impact Board is the Registered Owner of the Series 2026 Bonds, payments of principal and interest on the Series 2026 Bonds shall be made by check or draft and mailed to the Community Impact Board as the Registered Owner at the address shown on the registration books maintained by the Registrar. So long as the Community Impact Board is the Registered Owner of the Series 2026 Bond, in lieu of presentation or the surrender of the Series 2026 Bond to the Paying Agent for notations

by the Paying Agent of such payments, the Community Impact Board, by its Chairman or his designee, shall endorse such payments upon the Series 2026 Bond.

Interest at the rate of 0.50% per annum on the outstanding principal amount of the Series 2026 Bonds shall begin to accrue as of July 1, 2026 and shall be payable annually on July 1 of each year, beginning on July 1, 2027.

The Issuer shall make the principal payments stated for each year, beginning July 1, 2027, and continuing on each July 1 thereafter until the total principal sum shall be paid in full, as follows:

<u>July 1</u>	<u>Principal Maturing</u>	<u>July 1</u>	<u>Principal Maturing</u>
		2042	\$26,000
		2043	26,000
2027	\$24,000	2044	26,000
2028	24,000	2045	26,000
2029	24,000	2046	26,000
2030	24,000	2047	26,000
2031	24,000	2048	27,000
2032	24,000	2049	27,000
2033	24,000	2050	27,000
2034	24,000	2051	27,000
2035	25,000	2052	27,000
2036	25,000	2053	27,000
2037	25,000	2054	27,000
2038	25,000	2055	27,000
2039	25,000	2056	27,000
2040	25,000		
2041	25,000		

In the event the bid from the lowest responsible bidder on the Project shows that the costs of the Project will exceed the amount of financing commitments the Issuer has already obtained, then, as authorized in Section 11-14-302 of the Acts, the Issuer hereby authorizes the Mayor and City Recorder, as a pricing committee, to approve a final principal amount and repayment schedule for the Series 2026 Bonds within the parameters set forth in the Notice of Public Hearing and Bonds to Be Issued published at least 14 days before this resolution and also posted on the Utah Public Notice Website, on the Issuer's website and at the Issuer's office at least 14 days before this resolution, which parameters are in the aggregate principal amount of not to exceed \$767,000 to bear interest at 0.50%, to mature in not more than Thirty-five (35) years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof and all other terms of the Series 2026 Bonds, and to approve and execute all documents related to the issuance of the Series 2026 Bonds. The City Recorder is

authorized to attest such signatures and apply the City seal as appropriate. If the Series 2026 Bonds are not issued during the calendar year 2026, then the denomination of the Bonds will be changed to correspond to the calendar year in which they are issued. The Mayor and City Recorder are hereby appointed to be a Pricing Committee to amend the terms of the Series 2026 Bonds as the Mayor and City Recorder deem advisable within the foregoing maximum parameters pursuant to a Master Resolution of the Pricing Committee.

Section 2.3 Optional Redemption and Redemption Prices. Each principal payment of the Series 2026 Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the Series 2026 Bonds of a particular due date are to be redeemed, upon notice as provided in 2.4 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Community Impact Board with respect to the Series 2026 Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.4 Notice of Redemption for Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this 0. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

- (i) the complete official name of the Exchange Bonds, including series, to be redeemed, the identification numbers of the Exchange Bonds being redeemed;
- (ii) any other descriptive information needed to identify accurately the Exchange Bonds being redeemed, including, but not limited to, the original issue date of such Exchange Bonds;
- (iii) in the case of partial redemption of any Exchange Bonds, the respective principal amounts thereof to be redeemed;
- (iv) the date of mailing of redemption notices and the redemption date;
- (v) the redemption price;
- (vi) that on the redemption date the redemption price will become due and payable upon each such Exchange Bond or portion thereof called for redemption; and

(vii) the place where such Exchange Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) Upon the payment of the redemption price of Exchange Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Exchange Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give notice of such a redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

Notice of redemption shall be given, not more than forty-five (45) days nor less than thirty (30) days prior to the redemption date, to Registered Owners of the Exchange Bonds, or portions thereof, to be redeemed. A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Exchange Bonds or portions thereof redeemed but who failed to deliver Series 2026 Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner of such Series 2026 Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Series 2026 Bonds.

In case any Exchange Bond is to be redeemed in part only, the notice of redemption which relates to such Exchange Bond shall state also that on or after the redemption date, upon surrender of such Series 2026 Bond, a new Series 2026 Bond in principal amount equal to the unredeemed portion of such Series 2026 Bond will be issued.

**Section 2.5 Execution and Delivery of the Series 2026 Bonds.** The Mayor is hereby authorized to execute by manual or facsimile signature the Series 2026 Bonds and the City Recorder to countersign by manual or facsimile signature the Series 2026 Bonds and to have placed on the Series 2026 Bonds the official seal of the Issuer. The City Recorder is hereby authorized to deliver to the Community Impact Board the Series 2026 Bonds upon payment to the Issuer of the initial incremental advance of proceeds on the Series 2026 Bonds.

**Section 2.6 Delinquent Payment.** Payments of principal and interest, if any, on the Series 2026 Bonds which are delinquent from the due date thereof shall draw interest at the rate of eighteen percent (18%) per annum on the delinquent payment from said due date until paid in full.

Section 2.7 Exchange of State Bonds. As long as the Community Impact Board shall be issued only as the State Bonds in the form prescribed in Exhibit A-1. It is recognized that the Community Impact Board may sell or otherwise transfer the Series 2026 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated 1953, as amended, or otherwise. In the event the Community Impact Board determines to sell or otherwise transfer all or a portion of the Series 2026 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the Series 2026 Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section and Section 3.1 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2026 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Community Impact Board pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit A-2, and shall be executed pursuant to authorization contained in Section 2.5 hereof. Each principal payment on the Series 2026 Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2026 Bonds for Exchange Bonds, provided that the Community Impact Board pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

## ARTICLE III

### REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1. Execution of and Registration of Series 2026 Bonds; Persons Treated as Owners. The Series 2026 Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2026 Bonds to be kept by the City Recorder who is hereby appointed the Registrar of the Issuer with respect to the Series 2026 Bonds. Any Series 2026 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2026 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2026 Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Series 2026 Bond surrendered for transfer. Series 2026 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2026 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2026 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2026 Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2026 Bond for redemption.

Series 2026 Bonds surrendered for payment, redemption or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2026 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2026 Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026 Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2026 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2026 Bond shall be delivered.

Section 3.2. Deposit of Bond Proceeds. The proceeds from the sale of the Series 2026 Bonds shall be deposited upon delivery in the Escrow Account and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of costs of issuance of the Series 2026 Bonds. Any unexpended balance remaining in the Escrow Account after completion of the Project shall be paid as provided in the Escrow Agreement. Proceeds from the sale of the Series 2026 Bonds on deposit in the Escrow Account, may at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Following the transfer of unexpended funds from the Escrow Account to the Sinking Fund, the Escrow Account will be closed.

Section 3.3. The Series 2026 Bonds Constitute Special Limited Obligations. Notwithstanding anything in this Bond Resolution elsewhere contained, the principal and interest, if any, on the Series 2026 Bonds shall be payable out of 100% of the Net Revenues, and in no event shall the Series 2026 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the System. The Net Revenues are pledged to secure the Series 2026 Bonds.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Revenues to pay the Series 2026 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make said funds available and has not pledged any of such funds for such purpose.

Section 3.4. Flow of Funds. From and after the earlier of the delivery date of the Series 2026 Bonds, and until all the Series 2026 Bonds have been fully paid, the Revenues shall be set aside into the City of Duchesne, Duchesne County, Utah Sewer Revenue Fund referred to herein as "Sewer Revenue Fund", hereby established, to be held by the Depository Bank. The Issuer will thereafter make accounting allocations of the funds deposited in said Revenue Fund for the following purposes and in the following priority:

(a) From the amounts in the Revenue Fund there shall first be paid all Operation and Maintenance Expenses of the System. For this purpose the Issuer shall establish on its books an account known as the "Expense Account" to which shall be allocated monthly, on or before the tenth day of each month, such portion of the Revenue Fund as is estimated to be required for Operation and Maintenance Expenses of the System for the following month. There shall be allocated to the Expense Account from time to time during the month such additional amounts as may be required to make payments of Operation and Maintenance Expenses for which the amounts theretofore allocated to the Expense Account are insufficient. At the end of each Sinking Fund Year all amounts in the Expense Account in excess of that required to pay Operation and

Maintenance Expenses then due shall be transferred to the Sinking Fund established as hereinafter provided.

(b) All amounts in the Revenue Fund not allocated to the Expense Account shall be allocated to the Sinking Fund hereby establish:

(i) Of the amounts allocated to the Sinking Fund there shall be allocated the following amounts to a subaccount established on the books of the Issuer known as the “Bond Account” such amounts as will assure, to the extent of the availability of Net Revenues from the System, the prompt payment of the principal and interest, if any, on the Series 2026 Bonds as the same shall become due and all bonds or obligations issued in parity therewith, including the Outstanding Obligations. (A) The amount to be set aside monthly on or before the tenth day of each month with respect to the Outstanding Obligations is set forth in the documents authorizing the Outstanding Obligations. (B) The amount to be so set aside with respect to the Series 2026 Bonds shall, as nearly as may be practicable, be set aside and allocated to the Bond Account monthly, on or before the tenth day of each month, beginning July 10, 2027, and shall equal 1/12 of the amount of the principal and interest on the payment next due on the Series 2026 Bonds, to the end that there will be sufficient funds allocated to the Bond Account to pay the principal and interest, if any, on the Series 2026 Bonds as and when the same become due. In the event insufficient moneys are available to make prompt payment of the full principal and interest, if any, on the Series 2026 Bonds as shall become due and all Outstanding Obligations issued on parity therewith, such moneys shall be allocated pro rata based on the amount of principal next coming due to the monthly allocation requirement for each such parity bond or obligation. Amounts allocated to the Bond Account shall be used solely for the purpose of paying principal and interest on the Outstanding Obligations and Series 2026 Bonds and shall not be reallocated, transferred or paid out for any other purpose; and

(ii) Of the amounts allocated to the Sinking Fund after there shall have been allocated the amounts required to be allocated under (i) above, there shall be allocated monthly on a parity basis (1) those amounts, if any, as shall be required for the Outstanding Obligations to be deposited in a reserve account; and (2) on or before the tenth day of each month, beginning July 10, 2027 to the “Reserve Account – Series 2026” established on the books of the Issuer the sum of \$392, plus such additional amount as may be required to meet any monthly installment to the Reserve Account – Series 2026 not theretofore made in whole or in part, such allocation shall continue until there shall have been accumulated an amount equal to \$28,215 over a period not to exceed 72 months. In the event insufficient moneys are available to make full allocation to each reserve account, such moneys shall be allocated pro rata to the monthly allocation requirement of each such reserve fund. Amounts allocated to

the Reserve Accounts shall be used to pay the principal and interest, if any, falling due on the respective Outstanding Obligations and Series 2026 Bonds at any time when there are not sufficient funds in the Bond Account to pay the same, but pending such use may be invested as hereafter provided. When the Reserve Accounts have been accumulated as in this paragraph provided, no further allocations to the Reserve Accounts need be made unless payments from the Reserve Account have reduced the same below the amounts required by this paragraph, in which event allocations shall be resumed until such deficiency has been remedied; and

(iii) With respect to the Series 2026 Bonds, the Issuer is not required to set aside any month for an Emergency Repair and Replacement Account. However, with respect to the Issuer's outstanding Sewer Revenue Bonds, Series 2017 (the "Series 2017 Bonds") that are held by the Utah Water Quality Board, as the Issuer has previously covenanted with respect to the Series 2017 Bonds, monthly on the tenth day of each month the Issuer shall set aside the amount of \$650 to the "Emergency Repair and Replacement Account" established on the books of the Issuer with respect to its Series 2017 Bonds until the Issuer accumulates an amount of \$46,765. To the extent the amount in the said account shall be less than \$46,765, the Issuer shall allocate monthly monies from the Sinking Fund until there shall have been accumulated in the Emergency Repair and Replacement Account an amount equal to \$46,765. Funds on deposit in the Emergency Repair and Replacement Account shall be used solely for emergency repairs and replacements to the System as the need arises.

(iv) All funds, if any, remaining in the Sinking Fund after all of the payments required to be made into the Bond Account and Reserve Accounts have been made, may be used by the Issuer (a) to prepay or redeem the Outstanding Obligations and/or the Series 2026 Bonds in whole or in part, (b) to make extensions, improvements, additions, repairs, and replacements to the System, or (c) to be applied to any other lawful purpose as determined by the Issuer.

(c) If at any time, the Net Revenues derived by the Issuer from the operation of the System shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified, the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Net Revenues thereafter derived by the Issuer from the operation of the System.

**Section 3.5. Investment of Funds.** Any funds allocated to the Bond Account, the Emergency Repair and Replacement Account and Reserve Accounts may, at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the funds of the Bond Account shall be maintained in said fund and disbursed along with the other moneys on deposit therein as

herein provided. All income derived from the investment of the reserve accounts for the Outstanding Bonds and Series 2026 Bonds shall at the end of each Sinking Fund Year be transferred by the Issuer to the Bond Account so long as the reserve accounts for the Outstanding Obligations and the Series 2026 Bonds after said transfer are fully funded. Should said reserve accounts have less than required, then said income shall be maintained in each respective reserve account until total deposits in said reserve accounts shall equal the amount required to fully fund said reserve accounts. There shall not be required to be in the Bond Account and the reserve account at any time more than the total amount required to pay the total principal and interest outstanding of the Outstanding Obligations and the Series 2026 Bonds. Whenever the money in the Bond Account and said reserve accounts equal the total principal amount of the Outstanding Obligations and Series 2026 Bonds outstanding, the money in said Accounts shall be used to prepay all of the Outstanding Obligations and Series 2026 Bonds outstanding.

## ARTICLE IV

### COVENANTS

Section 4.1. Covenants of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Series 2026 Bonds the following:

(a) The rates for all sewer service supplied by the System to the Issuer and its inhabitants and to all customers within or without the boundaries of the Issuer shall be sufficient to pay the Bonds at maturity or upon prior redemption, provided such rates must be reasonable rates for the type, kind, and character of the service rendered. There shall be no free service and there shall be charged against all users of the System, including the Issuer, such rates and amounts as shall be sufficient to produce Net Revenues that are equal to 125% of Annual Debt Service. All Net Revenues, including those received from the Issuer, shall be subject to distribution for the payment of the cost of operating and maintaining the System, and the payment of the Bonds, as provided herein. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4(b)(i)-(iii) of this Final Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

(b) Each Bondholder shall have a right, in addition to all other rights afforded it by the laws of Utah, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge and collect reasonable rates for services supplied by the System sufficient to meet all requirements of the resolutions authorizing the Outstanding Obligations and this Bond Resolution.

(c) The Issuer will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost.

(d) So long as any Series 2026 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by the Bondholder; provided, however, during such periods of time as the Community Impact Board is the Registered

Owner of the Series 2026 Bonds, each such audit will be supplied to the Community Impact Board as soon as completed without prior request therefore by the Community Impact Board. Each such audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

- (i) A statement in detail of the revenues and expenditures of the System for such Sinking Fund Year;
- (ii) A balance sheet as of the end of such Sinking Fund Year;
- (iii) The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Bond Resolution, and the accountant's recommendations for any change or improvement in the operation of the System;
- (iv) A list of the insurance policies in force at the end of the Sinking Fund Year, setting out as to each policy, the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy;
- (v) An analysis of all funds and accounts created in this Bond Resolution, setting out all deposits and disbursements made during the Sinking Fund Year and the amount in each fund or account at the end of the Sinking Fund Year;
- (vi) The number of sewer connections within the boundaries of the Issuer, and applications for sewer service on hand at the end of the Sinking Fund Year;
- (vii) The total billings for such Sinking Fund Year; All schedules of rates and charges imposed for sewer service during the Sinking Fund Year.

The Bondholder may, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular Sinking Fund Year set forth in this Section 4.1(d), provided, however, that such waiver shall not apply to the reporting requirements of the Issuer set forth in Section 4.1(e) herein.

(e) In addition to the reporting requirements set forth in Section 4.1(d) above, the Issuer shall submit to the Community Impact Board within one hundred eighty (180) days following the close of each Sinking Fund Year, a summary report substantially in the form as provided by the Community Impact Board to the Issuer upon purchase of the Series 2026 Bonds.

All expenses incurred in compiling the information required by this section shall be regarded and paid as an Operation and Maintenance Expense. If a

Bondholder is other than the Community Impact Board, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each Sinking Fund Year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(f) The Bondholder shall have the right at all reasonable times to inspect the System, and all records, accounts and data of the Issuer relating thereto, and upon request, the Issuer will furnish to it financial statements and other information relating to the Issuer and the System as it may from time to time reasonably require.

(g) The Issuer, in its operation of the System, will carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Sinking Fund.

(h) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Bonds have been paid in full, except that the Issuer may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

(i) The Issuer may consolidate the bills submitted for sewer service with those submitted for water service, if applicable, for those persons who are liable for the payment of charges for such services and require that each such consolidated bill be paid in full as a unit, and refuse to permit payment of one portion without payment of the remainder. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any sewer bill remains delinquent for more than sixty (60) days, it will initiate proceedings to cause all water service to the water user concerned to be cut off immediately.

(j) The Issuer shall commence and complete the acquisition and construction of the Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(k) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Revenues, as well as any

lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or which might impair the security of the Bonds, except when the Issuer in good faith contests its liability to pay the same.

(l) The Issuer will not grant a franchise for the operation of any competing Sewer system within its service area and/or corporate limits, as long as the Series 2026 Bonds authorized herein remain outstanding.

(m) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that Operation and Maintenance Expenses are at no time in excess of the Revenues reasonably available for the payment thereof.

(n) All payments falling due on the Series 2026 Bonds shall be made to the Bondholder thereof at par and all charges made by the Depository Bank for its services shall be paid by the Issuer.

(o) The Issuer will maintain its corporate identity, will make no attempt to cause its corporate existence to be abolished and will resist all attempts by other political subdivisions to annex all or any part of the territory now or hereafter in the Issuer or served by the System.

(p) The Issuer covenants and agrees to and for the benefit of the Bondholders of the Series 2026 Bonds that no use will be made of any of the proceeds from the sale of the Series 2026 Bonds, or any funds or accounts of the Issuer which may be deemed to be proceeds of the Series 2026 Bonds pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, (the "Code") and applicable Treasury regulations promulgated there under (the "Regulations") which use, if it had been reasonably expected on the date of issuance of the Series 2026 Bonds, would have caused the Series 2026 Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series 2026 Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated there under. The Issuer further covenants and agrees to and for the benefit of the Registered Owners of the Series 2026 Bonds that the Issuer (i) will not take any action that would cause interest on the Series 2026 Bonds to become includable in gross income for purposes of federal income taxation, (ii) will not omit to take any action, which omission would cause the interest on the Series 2026 Bonds to become includable in gross income for purposes of federal income taxation and (iii) will take all reasonable and lawful actions to comply with any other requirements of federal tax law applicable to the

Series 2026 Bonds, including any new tax laws, in order to preserve the exclusion from gross income for purposes of federal income taxation of the interest on the Series 2026 Bonds. The Mayor or another officer of the Issuer charged with responsibility for issuing the Series 2026 Bonds (an “Authorized Officer”) shall provide an appropriate certificate of the Issuer, all as of the date of the delivery and payment for the Series 2026 Bonds and for inclusion in the transcript of proceedings, (1) setting forth the reasonable expectations of the Issuer regarding the amount and use of the proceeds of the Series 2026 Bonds and the facts and estimates upon which such expectations are based and (2) certifying that the Issuer can and covenanting that the Issuer will comply with the applicable provisions of the Code and Regulations so that the interest on the Series 2026 Bonds will be and continue to be excludible from gross income for federal income tax purposes under Section 103(a) of the Code.

(q) The Issuer will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, on or before the fifteenth day of the second calendar month after the close of the calendar quarter in which the Series 2026 Bonds are issued, a Form 8038-G, Information Return for Tax-Exempt Governmental Bond Issues, with respect to the Series 2026 Bonds.

**Section 4.2. Additional Indebtedness.** No additional indebtedness, bonds or notes of the Issuer payable on a priority superior to the Series 2026 Bonds out of the Net Revenues from the System shall be created or incurred by the Issuer without the prior written consent of all holders of the Series 2026 Bonds. Furthermore, the Series 2026 Bonds shall not be entitled to any priority one over the other in application of the Net Revenues of the System, regardless of the time or times of their issuance, it being the intention of the Issuer that there shall be no priority among the Series 2026 Bonds authorized to be issued pursuant to this Bond Resolution regardless of the fact that they may be actually issued and delivered at different times. It is expressly agreed and covenanted that the Issuer will not hereafter issue any bonds or obligations payable from the Net Revenues of the System, or any part thereof, or which constitutes a lien on such Net Revenues or on the System until all Series 2026 Bonds have been paid in full unless such additional bonds are issued in such manner that they are in all respects subordinate to the Series 2026 Bonds.

The provisions of the foregoing paragraph are subject to the following two exceptions:

(a) The Series 2026 Bonds or any part thereof may be refunded. The refunding bonds so issued shall enjoy a lien on the Net Revenues on a parity with the Series 2026 Bonds except that if fewer than all of the Series 2026 Bonds outstanding at the time are so refunded, no refunding bonds shall bear interest at a rate higher or mature at a date earlier than the corresponding Bond refunded thereby without the consent of the owners and holders of all of the unrefunded Series 2026 Bonds. In all other respects, refunding bonds may be secured in such manner and may be payable from such sources and be subject to other terms and provisions that may be provided in the resolution authorizing their issuance.

Refunding bonds may be exchanged with the consent of the Bondholder for not less than a like principal amount of the Series 2026 Bonds authorized to be refunded, may be sold or may be exchanged in part or sold in part. If sold, the proceeds of the sale not required for the payment of expenses shall be used to refund that portion of the Series 2026 Bonds refunded.

(b) Additional bonds may be issued on a parity with the Series 2026 Bonds herein authorized if all of the following conditions are met at the time of the issuance of such additional bonds (herein referred to as "Parity Bonds"):

(i) The Net Revenues of the System in the Sinking Fund Year preceding the year in which the Parity Bonds are to be issued were 125% of the average Annual Debt Service on all of the Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued; provided, this limitation may be waived or modified by the written consent of the registered owners and holders of 100% of the principal amount of the Bonds and Parity Bonds then outstanding. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4(b)(i)-(iii) of this Final Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

(ii) All payments required by this Bond Resolution to be made into the Sinking Fund must have been made in full and there must be in each reserve fund the full amount required by this Bond Resolution to be accumulated therein.

(iii) The Parity Bonds must be payable as to principal on July 1 of each year in which principal falls due.

(iv) The proceedings authorizing such Parity Bonds must raise the amount to which the reserve funds shall be accumulated to an amount no less than the highest future Annual Debt Service of all Outstanding Obligations, Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued and must require the accumulation of such amount in the Reserve Account to be accomplished within six (6) years after delivery of such Parity Bonds.

(v) The proceeds of the Parity Bonds must be used for the making of improvements, extensions, renewals, replacements or repairs to the System.

Section 4.3 Bank Designation. For purposes of and in accordance with Section 265 of the Code, the Issuer hereby designates the Series 2026 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule

denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2026 will not exceed \$10,000,000. For purposes of this Section, “aggregated issuer” means any entity which, (i) issues obligations on behalf of the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and 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 and (b) the total amount of obligations so designated by the Issuer and all aggregated issuers for the calendar year 2026, does not exceed \$10,000,000.

**Section 4.4 Small Issuer Exemption from Rebate.** In accordance with Section 148 (f)(4)(B) of the Code, the Issuer covenants that it is a governmental unit with general taxing powers; that the Series 2026 Bonds are not “private activity bonds” as defined in Section 141 of the Code; that ninety-five percent (95%) or more of the net proceeds of the Series 2026 Bonds are to be used for local governmental activities of the Issuer; and that the aggregate face amount of all tax-exempt obligations (other than “private activity bonds”) issued by the Issuer and all entities that issue obligations on behalf of the Issuer, derive their issuing authority from the Issuer or are subject to substantial control by the Issuer, during the calendar year 2026 will not exceed \$5,000,000. If for any reason the Issuer does not qualify for an exception to rebate under Section 148 (f) of the Code, the Issuer covenants that it will take all necessary steps to comply with the rebate requirements of the Code.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer under this Bond Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure, shall constitute an event of default hereunder and shall allow each Bondholder to take the following enforcement remedies:

(a) The Bondholder may require the Issuer to pay an interest penalty equal to eighteen percent (18%) per annum of the outstanding principal amount on the Series 2026 Bonds, said interest penalty to accrue from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured by the Issuer. Said interest penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(b) The Bondholder may appoint a trustee bank to act as a receiver of the Revenues of the System for purposes of applying said Revenues toward the Revenue allocations required in Section 3.4 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing said function shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon a default shall impair any such right, power or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as may be deemed expedient.

Section 5.2. Amendments to Bond Resolution. Provisions of this Bond Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2026 Bonds, no change, variation or alteration of any kind in the provisions of this Bond Resolution shall be made in any manner until such time as all of the Series 2026 Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Bond Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Bond Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Series 2026 Bonds then outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Recorder for public

inspection. Should a Bondholder consent to the proposed amendment to this Bond Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least 75% of the principal of the respective Series 2026 Bonds outstanding, the governing body of the Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on delinquent payments, without the consent of the Bondholder of such Series 2026 Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any fund or account established hereunder without the consent of the Bondholders of all the Series 2026 Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Series 2026 Bonds, the Bondholders of which are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Series 2026 Bonds then outstanding, without the consent of the Bondholders of all the Series 2026 Bonds at the time outstanding which would be affected by the action to be taken.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, said Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 5.3. Maintenance of Proceedings. A certified copy of this Bond Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the City Recorder where it shall be made available for inspection by any Bondholder or his agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Bond Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Bond Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal of or interest, if any, on the Series 2026 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2026 Bonds.

Section 5.4. Defeasance of Series 2026 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Series 2026 Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Bond Resolution and any and all estate, right, title and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2026 Bonds) shall be cancelled and discharged.

Any Series 2026 Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2026 Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2026 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2026 Bonds).

Section 5.5. Sale of Series 2026 Bonds Approved. The sale of the Series 2026 Bonds to the Community Impact Board, is hereby ratified, confirmed and approved.

Section 5.6. Bondholders not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition or construction of the Project or for the failure of the System to function successfully after completion of the Project.

Section 5.7. Notice of Bonds to be Issued. In accordance with the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), the City Recorder has caused a “Notice of Bonds to be Issued” (the “Notice”) to be posted on the Utah Public Notice Website, to be posted on the Issuer’s website, and to be posted at the Issuer’s main office all at least 14 days prior to the public hearing.

Section 5.8. Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Bond Resolution and the documents authorized and approved herein.

Section 5.9. Severability. If any section, paragraph, clause or provision of this Bond Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Resolution.

Section 5.10. Statutory Authority for the Series 2026 Bonds. The Series 2026 Bonds are issued under the authority of the Act and each Series 2026 Bond certificate shall so recite. By the adoption of this Bond Resolution, it is the intention of the Issuer to

comply in all respects with the applicable provisions of the Act and the Series 2026 Bonds issued hereby shall be incontestable for any reason whatsoever after their delivery for value.

Section 5.11. Record of Proceedings. The City Recorder of the Issuer is hereby directed to complete and execute the Record of proceedings attached hereto as Exhibit B to officially record the proceedings at which this Bond Resolution was considered for adoption.

Section 5.12. Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

Adopted and approved this January 13, 2026.

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Mayor

ATTEST:

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City Recorder

( S E A L )

**EXHIBIT A-1**

**FORM OF STATE BONDS**

UNITED STATES OF AMERICA  
STATE OF UTAH  
COUNTY OF DUCHESNE  
CITY OF DUCHESNE  
SEWER REVENUE BOND  
SERIES 2026

\$767,000

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

The City of Duchesne, Duchesne County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the State of Utah acting through the Permanent Community Impact Fund Board (the "Community Impact Board") or registered assigns last noted in the Registration Certificate attached to the end of this Bond (the "Registered Owner"), or registered assigns last named on the Registration Certificate attached hereto, the principal amount of \$767,000, together with interest accruing on the unpaid principal balance at the rate of 0.50% per annum (calculated on the basis of a 360-day year, comprised of twelve 30-day months), payable annually on July 1 of each year, with interest beginning to accrue on July 1, 2026 and payments of principal, together with accrued but unpaid interest, shall be payable in registered installments beginning July 1, 2027, and each July 1 thereafter in each of the years and in the amounts as set forth in the following Repayment Schedule:

### REPAYMENT SCHEDULE

<u>July 1</u>	<u>Principal Maturing</u>	<u>July 1</u>	<u>Principal Maturing</u>
		2042	\$26,000
		2043	26,000
2027	\$24,000	2044	26,000
2028	24,000	2045	26,000
2029	24,000	2046	26,000
2030	24,000	2047	26,000
2031	24,000	2048	27,000
2032	24,000	2049	27,000
2033	24,000	2050	27,000
2034	24,000	2051	27,000
2035	25,000	2052	27,000
2036	25,000	2053	27,000
2037	25,000	2054	27,000
2038	25,000	2055	27,000
2039	25,000	2056	27,000
2040	25,000		
2041	25,000		

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent. Payments of interest for delinquent installments shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar, or at such other address as is furnished to the Registrar in writing by such Registered Owner.

As long as the Community Impact Board is the registered holder of this Bond, installment payments of principal and interest for delinquent installments shall be made by check or draft mailed to the Community Impact Board as the registered holder at the address shown on the registration books maintained by the Registrar.

If any installment payment of Bond principal or interest, if any, is not paid when due and payable, the Issuer shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid. All payments shall be made 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. All payments shall be applied first to interest, if any, and then to principal.

This Bond is issued on a parity with the Issuer's Outstanding Obligations (as defined in the Bond Resolution adopted by the governing body of the Issuer on January 13, 2026 (the "Bond Resolution")) such that this Bond and the Outstanding Obligations

are equally and ratably secured by a pledge of Issuer's Net Revenues (as defined in the Bond Resolution).

This Bond is payable solely from a special fund designated "City of Duchesne, Duchesne County, Utah Sewer Revenue Bond Sinking Fund", into which fund and into a reserve therefore, to the extent necessary to assure prompt payment of this Bond, shall be pledged 100% of the Net Revenues (as defined in the Bond Resolution) derived and to be derived from the operation of the Issuer's sewer system (the "System"), all as more fully described and provided in the Bond Resolution.

This Bond is issued pursuant to (i) a Parameters Resolution adopted by the governing body of the Issuer on December 9, 2025 and the Bond Resolution, and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, (the "Act") for the purpose of financing improvements to the Issuer's System, including all equipment and necessary appurtenances thereto. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

Upon issuance and delivery for value, this Bond shall be incontestable in accordance with the Act.

As provided in the Bond Resolution, bonds, notes and other obligations 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 Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond 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 Bond Resolution.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefore or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this

Bond addressed to such owner at its address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for sewer service sufficient to pay when due this Bond, and the principal and interest, if any, on all bonds and obligations issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Bond Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds and obligations issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution 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 Bond Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in an appropriate book in the office of the City Recorder of the Issuer, who shall be the Registrar. This Bond is transferable only by notation upon said book by the registered owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues (as defined in the Bond Resolution) to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond and all bonds and obligations issued on a parity with this Bond, if any, and that with the exception of the pledge of the Revenues of the System for the payment of the Outstanding Obligations and Series 2026 Bonds said Net

Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all bonds and obligations issued on a parity with this Bond, if any.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the corporate seal of the Issuer this \_\_\_\_\_, 2026.

/s/ \_\_\_\_\_ (Do Not Sign)  
Mayor

Countersigned:

/s/ \_\_\_\_\_ (Do Not Sign)  
City Recorder

( S E A L )

## REGISTRATION CERTIFICATE

(No writing to be placed herein except by  
the Bond Registrar)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>

**EXHIBIT A-2**

**FORM OF EXCHANGE BOND**

UNITED STATES OF AMERICA  
STATE OF UTAH  
COUNTY OF DUCHESNE  
CITY OF DUCHESNE  
SEWER REVENUE BONDS, SERIES 2026

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

INTEREST RATE

MATURITY DATE

ISSUE DATE

0.50%

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ Dollars

The City of Duchesne, Duchesne County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above Interest accruing from the Issue Date specified above, at the Interest Rate specified above on the Principal Amount hereof (calculated on the basis of a year of 360 days comprised of twelve 30-day months) shall be payable by check or draft mailed by the City Recorder at the City Offices (the "Paying Agent") to the Registered Owner hereof beginning July 1, 20\_\_ and on each July 1 thereafter until this Bond is paid in full. The principal and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment on the Maturity Date or the date set for prior redemption as provided herein.

If this Bond or any installment of interest hereon is not paid when due and payable, the Issuer shall pay interest on the unpaid amount at the rate of eighteen percent (18%) per annum from the due date thereof until paid in full.

This Bond is issued on a parity with the Issuer's Outstanding Obligations (as defined in the Bond Resolution adopted by the governing body of the Issuer on January 13, 2026 (the "Bond Resolution")) such that this Bond and the Outstanding Obligations are equally and ratably secured by a pledge of Issuer's Net Revenues (as defined in Bond Resolution).

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of \$\_\_\_\_\_, issued in exchange for the conversion of the Issuer's Sewer Revenue Bond, Series 2026 dated \_\_\_\_\_, 2026, in the total principal sum of \$767,000, authorized by a Parameters Resolution of the Issuer duly adopted on December 9, 2025 (the "Parameters Resolution") and the Bond Resolution. This Bond and the issue of Bonds of which it is a part is issued pursuant to (i) the Parameters Resolution and the Bond Resolution and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, (the "Act") for the purpose of financing, in part, the cost of improvements to the Issuer's sewer system (the "System"), and all associated equipment and necessary appurtenances thereto. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

Upon issuance and delivery for value this Bond shall be incontestable in accordance with the Act.

As provided in the Bond Resolution, bonds, notes and other obligations 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 Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond 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 Bond Resolution.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefore or to make any appropriation for its payment.

The Bonds are subject to redemption prior to maturity at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed,

upon not less than thirty (30) days' nor more than forty-five (45) days' prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of said Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Series 2026 Bonds (as defined in the Bond Resolution) are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 or any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for sewer service sufficient to pay this Bond when due, and principal and interest on all bonds and obligations issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Bond Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds and obligations issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution 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 Bond Resolution. The Registered Owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the City Recorder (the "Registrar") in Duchesne, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefore.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and will be set aside into said special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part and all bonds and

obligations issued on a parity with this Bond, if any, and that with the exception of the Outstanding Obligations and Series 2026 Bonds said Net Revenues of the System are not pledged, hypothecated or anticipated in any way other than by the issue of Series 2026 Bonds of which this Bond is one and all bonds and obligations issued on a parity with this Bond, if any.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder with the seal of said Issuer affixed, all as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By /s/ (Do Not Sign)  
Mayor

COUNTERSIGNED:

/s/ (Do Not Sign)  
City Recorder

( S E A L )

## ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned, hereby sells, assigns and transfers unto

\_\_\_\_\_ (Tax Identification or Social Security No. \_\_\_\_\_) the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

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

Signature Guaranteed:

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THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO SEC RULE 17Ad-15.

## **EXHIBIT B**

### **RECORD OF PROCEEDINGS**

The City Council (the “Governing Body”) of the City of Duchesne, Duchesne County, Utah (the “Issuer”), met in public session at the regular meeting place of the Governing Body in Duchesne, Utah, on January 13, 2026 (the “Meeting”), at the hour of 6:00 p.m., with the following members of the Governing Body being present:

Deborah Heron	Mayor
Bryce Hamilton	Councilmember
Mark E. Nielsen	Councilmember
Marty A. Herrera	Councilmember
Cody Ivie	Councilmember
Jason Baker	Councilmember

Also present:

Myra Young	City Recorder
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Absent:

which constituted all the members thereof.

After the Meeting had been duly called to order and other matters were discussed, the foregoing resolution (the “Resolution”) was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_, and the Resolution was put to a vote and carried, the vote being as follows:

Those voting YEA:

Those voting NAY:

Those Abstaining:

Other business not pertinent to the Resolution appears in the minutes of the Meeting. Upon the conclusion of all business on the Agenda and motion duly made and carried, the Meeting was adjourned.

## **CERTIFICATE OF CITY RECORDER**

I, Myra Young, the duly appointed and qualified City Recorder of the City of Duchesne, Duchesne County, Utah (the “Issuer”), do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the Governing Body of the Issuer at a regular meeting duly held on January 13, 2026 (the “Meeting”). The Meeting was called and noticed as required by law as is evidenced by the attached Notice of Special Meeting and Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on January 13, 2026, and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this January 13, 2026.

( S E A L )

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City Recorder

**CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW**

I, Myra Young, the undersigned City Recorder of the City of Duchesne, Duchesne County, Utah (the “Issuer”) do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the January 13, 2026, public meeting held by the Issuer as follows:

- (a) By causing a notice, in the form attached hereto as Schedule 1 (the “Meeting Notice”), to be posted at the principal office of the Issuer at least twenty-four (24) hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and
- (b) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) hours prior to convening the meeting.
- (c) By causing a copy of the Meeting Notice to be posted on the City website at least 24 hours prior to convening the meeting.
- (d) By causing a copy of the Meeting Notice to be provided to each member of the City Council

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this January 13, 2026.

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City Recorder

( S E A L )

*[Attach Schedule 1, Meeting Notice]*

**CITY OF DUCHESNE, UTAH  
WATER REVENUE BONDS, SERIES 2026  
FINAL BOND RESOLUTION  
JANUARY 13, 2026**

RESOLUTION NO. 26-02

A RESOLUTION AUTHORIZING WATER REVENUE BONDS, SERIES 2026, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$378,000 (THE “SERIES 2026 BONDS”); TO FINANCE WATER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS, AND RELATED MATTERS.

WHEREAS, the City of Duchesne, Duchesne County, Utah (the “Issuer”) desires to construct improvements to its Water system (the “System”) and desires to finance said improvements by issuing its Water Revenue Bonds, Series 2026 in the total principal amount of \$378,000 (the “Series 2026 Bonds”); and

WHEREAS, the Issuer has previously issued its Outstanding Obligations (as defined herein) for improvements to the Issuer’s Water system; and

WHEREAS, the Series 2026 Bonds shall be issued on a parity with the Outstanding Obligations such that the Series 2026 Bonds and Outstanding Obligations shall be equally secured by a first lien pledge on the Net Revenues of the Issuer’s System (as said terms are defined herein); and

WHEREAS, the Issuer does not have on hand money to pay the cost thereof, but with the exception of the Issuer’s Outstanding Obligations, the revenues to be derived by the Issuer from the operation of its System will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Series 2026 Bonds; and

WHEREAS, the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), provides that the Issuer may issue nonvoted revenue bonds as long as revenues generated from the revenue producing facilities of the Issuer are sufficient to pay for operation and maintenance of such facilities and debt service on all outstanding obligations secured by the revenues of such facilities; and

WHEREAS, the Issuer has been advised that its System will generate sufficient revenues to pay for operation and maintenance of the System as well as debt service on all proposed and outstanding obligations secured by the revenues of the System, including the Series 2026 Bonds authorized herein and the Issuer’s Outstanding Obligations; and

WHEREAS, the State of Utah Permanent Community Impact Fund Board (the “Community Impact Board”) has offered to purchase at par the Issuer’s Series 2026 Bonds in the total principal amount of \$378,000 and bearing interest at the rate of 0.50% per annum on the unpaid principal amount; and

WHEREAS, the Issuer desires to accept the offer of the Community Impact Board and to confirm the sale of the Series 2026 Bonds to the Community Impact Board; and

WEHREAS, the Community Impact Board has approved a grant to the Issuer in the amount of \$881,000 that will not need to be repaid:

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

## ARTICLE I

### DEFINITIONS

As used in this resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Act” means the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

“Annual Debt Service” means the annual payment of principal, premium or penalty, if any, and interest, if any, to be paid by the Issuer during any Sinking Fund Year on the Series 2026 Bonds and all Outstanding Obligations or other forms of indebtedness issued on a parity with the Series 2026 Bonds and which are secured by the Revenues of the System.

“Bonds” means the Outstanding Obligations, the Series 2026 Bonds, and all Parity Bonds issued pursuant to Section 4.2 hereof.

“Bondholder” or “Registered Owner” means the registered holder of any Series 2026 Bond, the issuance of which is authorized herein.

“Community Impact Board” means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

“Depository Bank” means a “Qualified Depository” as defined in the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated, 1953, as amended, selected by the Issuer to receive deposits for the Water Revenue Account as herein described, the deposits of which Bank shall be insured by the Federal Deposit Insurance Corporation.

“Escrow Account” means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, said account to be used for the purpose of depositing the proceeds of the sale of the Series 2026 Bonds and accounting for said proceeds pursuant to the terms of the Escrow Agreement.

“Escrow Agent” means Utah State Treasurer, Salt Lake City, Utah, who shall so act pursuant to the terms of the Escrow Agreement.

“Escrow Agreement” means the agreement entered into among the Issuer, the Community Impact Board, and the Escrow Agent on the date of delivery of the Series 2026 Bonds.

“Exchange Bonds” means the fully registered Series 2026 Bonds issued in substantially the form set forth in Exhibit A-2, in exchange for the State Bonds representing the Series 2026 Bonds or in exchange for other Exchange Bonds, in the denomination of \$1,000 or any integral multiple thereof.

“Fully Registered Bond” means any single Bond that is fully registered in the denomination(s) equal to the aggregate principal amount of the applicable Series 2026 Bonds authorized herein.

“Issuer” means the City of Duchesne, Duchesne County, Utah or its successors.

“Net Revenues” means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all expenses reasonably incurred in connection with the operation and maintenance of the System, including the cost of water or wastewater treatment, whether incurred by the Issuer or paid to any other municipality or company pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, fees of the paying agents on the Bonds, payment of premiums for insurance on the System hereafter required and, generally, all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to operation and maintenance of the System, but only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

“Outstanding Bonds” means collectively the Issuer’s (a) Issuer’s Water Revenue Bonds, Series 2002, originally issued in the aggregate principal amount of \$700,000 and purchased by the State of Utah Department of Environmental Quality, Drinking Water Board, (b) Issuer’s Taxable Water Revenue Bonds, Series 2006, originally issued in the aggregate principal amount of \$644,000 and purchased by the Community Impact Board, and (c) Issuer’s Water Revenue Bonds, Series 2011, originally issued in the aggregate principal amount of \$1,000,000 bearing interest at the rate of 2.5% per annum, and purchased by the Community Impact Board, (d) Issuer’s Taxable Water Revenue Bonds, Series 2013 issued in the original principal amount of \$293,000 and purchased by the Community Impact Board, and (e) Issuer’s Water Revenue Bonds, Series 2025 issued in the original principal amount of \$317,000 bearing interest at the rate of 1.0% per annum and purchased by the Community Impact Board.

“Paying Agent” means the person or persons authorized by the Issuer to pay the principal of and interest on the Series 2026 Bonds on behalf of the Issuer. The initial paying agent for the Series 2026 Bonds is the City Recorder of the Issuer.

“Project” means the improvements to the Issuer’s water System, and all equipment and necessary appurtenances thereto and related improvements.

“Registrar” means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2026 Bonds on behalf of

the Issuer. The initial Registrar for the Series 2026 Bonds is the City Recorder of the Issuer.

“Revenues” means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, connection charges, and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter constructed or acquired, and all interest earned by and profits derived from the sale of investments made with the income and Revenues.

“Series 2026 Bond or Bonds” means the Issuer’s Water Revenue Bonds, Series 2026 in the total principal amount of \$378,000 bearing interest at the rate of 0.50% per annum and purchased by the Community Impact Board.

“Sinking Fund Year” means the twelve-month period beginning on July 1 of the calendar year and ending on the next succeeding June 30; provided, however, that the first Sinking Fund Year will begin on the delivery date of the Series 2026 Bonds and will end on the next succeeding June 30.

“State Bonds” means the fully registered Series 2026 Bonds issued in substantially the form set forth in Exhibit A-1 in the denominations equal to the aggregate principal amount of the Series 2026 Bonds.

“System” means the whole and each and every part of the drinking Water system of the Issuer, including the Project to be acquired and constructed pursuant to this Bond Resolution, and all property, real, personal and mixed, of every nature now or hereafter owned by the Issuer and used or useful in the operation of said System, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while any of the Bonds remain outstanding.

## ARTICLE II

### ISSUANCE OF SERIES 2026 BONDS

#### Section 2.1.

#### Principal Amount, Designation Series and Interest

Rate. The Series 2026 Bonds are hereby authorized for issuance for the purpose of providing funds (i) to finance a portion of the Project and (ii) to pay costs of issuing the Bonds. The Series 2026 Bonds shall be limited to \$378,000 in aggregate principal amount, shall be issued (i) if issued as a State Bond(s), in the form set forth in Exhibit A-1 and (ii) if issued as Exchange Bonds, in the form set forth in Exhibit A-2, in fully registered form, shall bear interest at the rate of 0.50% per annum on the unpaid principal amount and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2026 Bonds shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2026 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2026 Bonds shall be designated as, and shall be distinguished from the bonds of all other series by the title, "Water Revenue Bonds, Series 2026".

The Series 2026 Bonds are issued on parity with the Issuer's Outstanding Obligations, such that the Series 2026 Bonds are secured by a pledge of the Net Revenues of the Issuer's System, which pledge is on parity with and equal to the pledge of the Outstanding Obligations.

Section 2.2 Date and Maturities. The Series 2026 Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section. The Series 2026 Bonds shall be initially issued as one Fully Registered Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2026 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. Payment of interest, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner. All payments shall be made 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. If the Series 2026 Bonds are not issued during the calendar year 2026, then the denomination of the Bonds will be changed to correspond to the calendar year in which they are issued.

So long as the Community Impact Board is the Registered Owner of the Series 2026 Bonds, payments of principal and interest on the Series 2026 Bonds shall be made by check or draft and mailed to the Community Impact Board as the Registered Owner at the address shown on the registration books maintained by the Registrar. So long as the Community Impact Board is the Registered Owner of the Series 2026 Bond, in lieu of presentation or the surrender of the Series 2026 Bond to the Paying Agent for notations

by the Paying Agent of such payments, the Community Impact Board, by its Chairman or his designee, shall endorse such payments upon the Series 2026 Bond.

Interest at the rate of 0.50% per annum on the outstanding principal amount of the Series 2026 Bonds shall begin to accrue as of the dated date of the Series 2026 Bonds, and shall be payable annually on January 1 of each year, beginning on January 1, 2027.

The Issuer shall make the principal payments stated for each year, beginning January 1, 2027, and continuing on each January 1 thereafter until the total principal sum shall be paid in full, as follows:

<u>January 1</u>	Principal <u>Maturing</u>	<u>January 1</u>	Principal <u>Maturing</u>
		2042	\$13,000
		2043	13,000
2027	\$12,000	2044	13,000
2028	12,000	2045	13,000
2029	12,000	2056	13,000
2030	12,000	2047	13,000
2031	12,000	2048	13,000
2032	12,000	2049	13,000
2033	12,000	2050	13,000
2034	12,000	2051	13,000
2035	12,000	2052	13,000
2036	12,000	2053	13,000
2037	12,000	2054	13,000
2038	12,000	2055	13,000
2039	12,000	2056	14,000
2040	13,000		
2041	13,000		

In the event the bid from the lowest responsible bidder on the Project shows that the costs of the Project will exceed the amount of financing commitments the Issuer has already obtained, then, as authorized in Section 11-14-302 of the Acts, the Issuer hereby authorizes the Mayor and City Recorder, as a pricing committee, to approve a final principal amount and repayment schedule for the Series 2026 Bonds within the parameters set forth in the Notice of Public Hearing and Bonds to Be Issued posted on the Utah Public Notice Website, on the Issuer's website and at the Issuer's office at least 14 days before this resolution, which parameters are in the aggregate principal amount of not to exceed \$378,000 to bear interest at 0.50%, to mature in not more than Thirty-five (35) years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof and all other terms of the Series 2026 Bonds, and to approve and execute all documents related to the issuance of the Series 2026 Bonds. The City Recorder is authorized to attest such signatures and apply the City seal as appropriate. If

the Series 2026 Bonds are not issued during the calendar year 2026, then the denomination of the Bonds will be changed to correspond to the calendar year in which they are issued. The Mayor and City Recorder are hereby appointed to be a Pricing Committee to amend the terms of the Series 2026 Bonds as the Mayor and City Recorder deem advisable within the foregoing maximum parameters pursuant to a Master Resolution of the Pricing Committee.

Section 2.3 Optional Redemption and Redemption Prices. Each principal payment of the Series 2026 Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the Series 2026 Bonds of a particular due date are to be redeemed, upon notice as provided in 2.4 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Community Impact Board with respect to the Series 2026 Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.4 Notice of Redemption for Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this 0. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Exchange Bonds, including series, to be redeemed, the identification numbers of the Exchange Bonds being redeemed;

(ii) any other descriptive information needed to identify accurately the Exchange Bonds being redeemed, including, but not limited to, the original issue date of such Exchange Bonds;

(iii) in the case of partial redemption of any Exchange Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Exchange Bond or portion thereof called for redemption; and

(vii) the place where such Exchange Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) Upon the payment of the redemption price of Exchange Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Exchange Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give notice of such a redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

Notice of redemption shall be given, not more than forty-five (45) days nor less than thirty (30) days prior to the redemption date, to Registered Owners of the Exchange Bonds, or portions thereof, to be redeemed. A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Exchange Bonds or portions thereof redeemed but who failed to deliver Series 2026 Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner of such Series 2026 Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Series 2026 Bonds.

In case any Exchange Bond is to be redeemed in part only, the notice of redemption which relates to such Exchange Bond shall state also that on or after the redemption date, upon surrender of such Series 2026 Bond, a new Series 2026 Bond in principal amount equal to the unredeemed portion of such Series 2026 Bond will be issued.

**Section 2.5 Execution and Delivery of the Series 2026 Bonds.** The Mayor is hereby authorized to execute by manual or facsimile signature the Series 2026 Bonds and the City Recorder to countersign by manual or facsimile signature the Series 2026 Bonds and to have placed on the Series 2026 Bonds the official seal of the Issuer. The City Recorder is hereby authorized to deliver to the Community Impact Board the Series 2026 Bonds upon payment to the Issuer of the initial incremental advance of proceeds on the Series 2026 Bonds.

**Section 2.6 Delinquent Payment.** Payments of principal and interest, if any, on the Series 2026 Bonds which are delinquent from the due date thereof shall draw interest at the rate of eighteen percent (18%) per annum on the delinquent payment from said due date until paid in full.

Section 2.7 Exchange of State Bonds. As long as the Community Impact Board shall be issued only as the State Bonds in the form prescribed in Exhibit A-1. It is recognized that the Community Impact Board may sell or otherwise transfer the Series 2026 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated 1953, as amended, or otherwise. In the event the Community Impact Board determines to sell or otherwise transfer all or a portion of the Series 2026 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the Series 2026 Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section and Section 3.1 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2026 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Community Impact Board pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit A-2, and shall be executed pursuant to authorization contained in Section 2.5 hereof. Each principal payment on the Series 2026 Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2026 Bonds for Exchange Bonds, provided that the Community Impact Board pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

## ARTICLE III

### REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1. Execution of and Registration of Series 2026 Bonds; Persons Treated as Owners. The Series 2026 Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2026 Bonds to be kept by the City Recorder who is hereby appointed the Registrar of the Issuer with respect to the Series 2026 Bonds. Any Series 2026 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2026 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2026 Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Series 2026 Bond surrendered for transfer. Series 2026 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2026 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2026 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2026 Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2026 Bond for redemption.

Series 2026 Bonds surrendered for payment, redemption or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2026 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2026 Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026 Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2026 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2026 Bond shall be delivered.

Section 3.2. Deposit of Bond Proceeds. The proceeds from the sale of the Series 2026 Bonds shall be deposited upon delivery in the Escrow Account and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of costs of issuance of the Series 2026 Bonds. Any unexpended balance remaining in the Escrow Account after completion of the Project shall be paid as provided in the Escrow Agreement. Proceeds from the sale of the Series 2026 Bonds on deposit in the Escrow Account, may at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Following the transfer of unexpended funds from the Escrow Account to the Sinking Fund, the Escrow Account will be closed.

Section 3.3. The Series 2026 Bonds Constitute Special Limited Obligations. Notwithstanding anything in this Bond Resolution elsewhere contained, the principal and interest, if any, on the Series 2026 Bonds shall be payable out of 100% of the Net Revenues, and in no event shall the Series 2026 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the System. The Net Revenues are pledged to secure the Series 2026 Bonds.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Revenues to pay the Series 2026 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make said funds available and has not pledged any of such funds for such purpose.

Section 3.4. Flow of Funds. From and after the earlier of the delivery date of the Series 2026 Bonds, and until all the Series 2026 Bonds have been fully paid, the Revenues shall be set aside into the City of Duchesne, Duchesne County, Utah Water Revenue Fund referred to herein as "Water Revenue Fund", hereby established, to be held by the Depository Bank. The Issuer will thereafter make accounting allocations of the funds deposited in said Water Revenue Fund for the following purposes and in the following priority:

(a) From the amounts in the Water Revenue Fund there shall first be paid all Operation and Maintenance Expenses of the System. For this purpose the Issuer shall establish on its books an account known as the "Expense Account" to which shall be allocated monthly, on or before the tenth day of each month, such portion of the Water Revenue Fund as is estimated to be required for Operation and Maintenance Expenses of the System for the following month. There shall be allocated to the Expense Account from time to time during the month such additional amounts as may be required to make payments of Operation and Maintenance Expenses for which the amounts theretofore allocated to the Expense Account are insufficient. At the end of each Sinking Fund Year all amounts in the Expense Account in excess of that required to pay Operation and

Maintenance Expenses then due shall be transferred to the Sinking Fund established as hereinafter provided.

(b) All amounts in the Water Revenue Fund not allocated to the Expense Account shall be allocated to the Sinking Fund hereby establish:

(i) Of the amounts allocated to the Sinking Fund there shall be allocated the following amounts to a subaccount established on the books of the Issuer known as the “Bond Account” such amounts as will assure, to the extent of the availability of Net Revenues from the System, the prompt payment of the principal and interest, if any, on the Series 2026 Bonds as the same shall become due and all bonds or obligations issued in parity therewith, including the Outstanding Obligations. (A) The amount to be set aside monthly on or before the tenth day of each month with respect to the Outstanding Obligations is set forth in the documents authorizing the Outstanding Obligations. (B) The amount to be so set aside with respect to the Series 2026 Bonds shall, as nearly as may be practicable, be set aside and allocated to the Bond Account monthly, on or before the tenth day of each month, beginning the dated date of the Series 2026 Bonds, and shall equal 1/12 of the amount of the principal and interest on the payment next due on the Series 2026 Bonds (in the case of the first Sinking Fund Year, a fraction, the numerator of which is one and the denominator is the number of monthly remaining until the first principal and interest payment date), to the end that there will be sufficient funds allocated to the Bond Account to pay the principal and interest, if any, on the Series 2026 Bonds as and when the same become due. In the event insufficient moneys are available to make prompt payment of the full principal and interest, if any, on the Series 2026 Bonds as shall become due and all Outstanding Obligations issued on parity therewith, such moneys shall be allocated pro rata based on the amount of principal next coming due to the monthly allocation requirement for each such parity bond or obligation. Amounts allocated to the Bond Account shall be used solely for the purpose of paying principal and interest on the Outstanding Obligations and Series 2026 Bonds and shall not be reallocated, transferred or paid out for any other purpose; and

(ii) Of the amounts allocated to the Sinking Fund after there shall have been allocated the amounts required to be allocated under (i) above, there shall be allocated monthly on a parity basis (1) those amounts, if any, as shall be required for the Outstanding Obligations to be deposited in a reserve account; and (2) on or before the tenth day of each month, beginning January 10, 2027 to the “Reserve Account – Series 2026” established on the books of the Issuer the sum of \$196, plus such additional amount as may be required to meet any monthly installment to the Reserve Account – Series 2026 not theretofore made in whole or in part, such allocation shall continue until there shall have been accumulated an amount equal to \$14,110 over a period not to exceed 72 months. In the

event insufficient moneys are available to make full allocation to each reserve account, such moneys shall be allocated pro rata to the monthly allocation requirement of each such reserve fund. Amounts allocated to the Reserve Accounts shall be used to pay the principal and interest, if any, falling due on the respective Outstanding Obligations and Series 2026 Bonds at any time when there are not sufficient funds in the Bond Account to pay the same, but pending such use may be invested as hereafter provided. When the Reserve Accounts have been accumulated as in this paragraph provided, no further allocations to the Reserve Accounts need be made unless payments from the Reserve Account have reduced the same below the amounts required by this paragraph, in which event allocations shall be resumed until such deficiency has been remedied; and

(iii) All funds, if any, remaining in the Sinking Fund after all of the payments required to be made into the Bond Account and Reserve Accounts have been made, may be used by the Issuer (a) to prepay or redeem the Outstanding Obligations and/or the Series 2026 Bonds in whole or in part, (b) to make extensions, improvements, additions, repairs, and replacements to the System, or (c) to be applied to any other lawful purpose as determined by the Issuer.

(c) If at any time, the Net Revenues derived by the Issuer from the operation of the System shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified, the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Net Revenues thereafter derived by the Issuer from the operation of the System.

**Section 3.5. Investment of Funds.** Any funds allocated to the Bond Account and Reserve Accounts may, at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the funds of the Bond Account shall be maintained in said fund and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the reserve accounts for the Outstanding Bonds and Series 2026 Bonds shall at the end of each Sinking Fund Year be transferred by the Issuer to the Bond Account so long as the reserve accounts for the Outstanding Obligations and the Series 2026 Bonds after said transfer are fully funded. Should said reserve accounts have less than required, then said income shall be maintained in each respective reserve account until total deposits in said reserve accounts shall equal the amount required to fully fund said reserve accounts. There shall not be required to be in the Bond Account and the reserve account at any time more than the total amount required to pay the total principal and interest outstanding of the Outstanding Obligations and the Series 2026 Bonds. Whenever the money in the Bond Account and said reserve accounts equal the total principal amount of the Outstanding Obligations and Series 2026 Bonds outstanding, the money in said Accounts shall be used to prepay all of the Outstanding Obligations and Series 2026 Bonds outstanding.

## ARTICLE IV

### COVENANTS

Section 4.1. Covenants of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Series 2026 Bonds the following:

(a) The rates for all Water service supplied by the System to the Issuer and its inhabitants and to all customers within or without the boundaries of the Issuer shall be sufficient to pay the Bonds at maturity or upon prior redemption, provided such rates must be reasonable rates for the type, kind, and character of the service rendered. There shall be no free service and there shall be charged against all users of the System, including the Issuer, such rates and amounts as shall be sufficient to produce Net Revenues that are equal to 125% of Annual Debt Service. All Net Revenues, including those received from the Issuer, shall be subject to distribution for the payment of the cost of operating and maintaining the System, and the payment of the Bonds, as provided herein. Balances held in the Water Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4(b)(i)-(iii) of this Final Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

(b) Each Bondholder shall have a right, in addition to all other rights afforded it by the laws of Utah, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge and collect reasonable rates for services supplied by the System sufficient to meet all requirements of the resolutions authorizing the Outstanding Obligations and this Bond Resolution.

(c) The Issuer will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost.

(d) So long as any Series 2026 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by the Bondholder; provided, however, during such periods of time as the Community Impact Board is the Registered

Owner of the Series 2026 Bonds, each such audit will be supplied to the Community Impact Board as soon as completed without prior request therefore by the Community Impact Board. Each such audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

- (i) A statement in detail of the revenues and expenditures of the System for such Sinking Fund Year;
- (ii) A balance sheet as of the end of such Sinking Fund Year;
- (iii) The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Bond Resolution, and the accountant's recommendations for any change or improvement in the operation of the System;
- (iv) A list of the insurance policies in force at the end of the Sinking Fund Year, setting out as to each policy, the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy;
- (v) An analysis of all funds and accounts created in this Bond Resolution, setting out all deposits and disbursements made during the Sinking Fund Year and the amount in each fund or account at the end of the Sinking Fund Year;
- (vi) The number of Water connections within the boundaries of the Issuer, and applications for Water service on hand at the end of the Sinking Fund Year;
- (vii) The total billings for such Sinking Fund Year; All schedules of rates and charges imposed for Water service during the Sinking Fund Year.

The Bondholder may, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular Sinking Fund Year set forth in this Section 4.1(d), provided, however, that such waiver shall not apply to the reporting requirements of the Issuer set forth in Section 4.1(e) herein.

(e) In addition to the reporting requirements set forth in Section 4.1(d) above, the Issuer shall submit to the Community Impact Board within one hundred eighty (180) days following the close of each Sinking Fund Year, a summary report substantially in the form as provided by the Community Impact Board to the Issuer upon purchase of the Series 2026 Bonds.

All expenses incurred in compiling the information required by this section shall be regarded and paid as an Operation and Maintenance Expense. If a

Bondholder is other than the Community Impact Board, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each Sinking Fund Year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(f) The Bondholder shall have the right at all reasonable times to inspect the System, and all records, accounts and data of the Issuer relating thereto, and upon request, the Issuer will furnish to it financial statements and other information relating to the Issuer and the System as it may from time to time reasonably require.

(g) The Issuer, in its operation of the System, will carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Sinking Fund.

(h) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Bonds have been paid in full, except that the Issuer may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

(i) The Issuer may consolidate the bills submitted for water service with those submitted for sewer service, if applicable, for those persons who are liable for the payment of charges for such services and require that each such consolidated bill be paid in full as a unit, and refuse to permit payment of one portion without payment of the remainder. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any Water bill remains delinquent for more than sixty (60) days, it will initiate proceedings to cause all water service to the water user concerned to be cut off immediately.

(j) The Issuer shall commence and complete the acquisition and construction of the Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(k) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Revenues, as well as any

lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or which might impair the security of the Bonds, except when the Issuer in good faith contests its liability to pay the same.

(l) The Issuer will not grant a franchise for the operation of any competing Water system within its service area and/or corporate limits, as long as the Series 2026 Bonds authorized herein remain outstanding.

(m) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that Operation and Maintenance Expenses are at no time in excess of the Revenues reasonably available for the payment thereof.

(n) All payments falling due on the Series 2026 Bonds shall be made to the Bondholder thereof at par and all charges made by the Depository Bank for its services shall be paid by the Issuer.

(o) The Issuer will maintain its corporate identity, will make no attempt to cause its corporate existence to be abolished and will resist all attempts by other political subdivisions to annex all or any part of the territory now or hereafter in the Issuer or served by the System.

(p) The Issuer covenants and agrees to and for the benefit of the Bondholders of the Series 2026 Bonds that no use will be made of any of the proceeds from the sale of the Series 2026 Bonds, or any funds or accounts of the Issuer which may be deemed to be proceeds of the Series 2026 Bonds pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, (the "Code") and applicable Treasury regulations promulgated there under (the "Regulations") which use, if it had been reasonably expected on the date of issuance of the Series 2026 Bonds, would have caused the Series 2026 Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series 2026 Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated there under. The Issuer further covenants and agrees to and for the benefit of the Registered Owners of the Series 2026 Bonds that the Issuer (i) will not take any action that would cause interest on the Series 2026 Bonds to become includable in gross income for purposes of federal income taxation, (ii) will not omit to take any action, which omission would cause the interest on the Series 2026 Bonds to become includable in gross income for purposes of federal income taxation and (iii) will take all reasonable and lawful actions to comply with any other requirements of federal tax law applicable to the

Series 2026 Bonds, including any new tax laws, in order to preserve the exclusion from gross income for purposes of federal income taxation of the interest on the Series 2026 Bonds. The Mayor or another officer of the Issuer charged with responsibility for issuing the Series 2026 Bonds (an “Authorized Officer”) shall provide an appropriate certificate of the Issuer, all as of the date of the delivery and payment for the Series 2026 Bonds and for inclusion in the transcript of proceedings, (1) setting forth the reasonable expectations of the Issuer regarding the amount and use of the proceeds of the Series 2026 Bonds and the facts and estimates upon which such expectations are based and (2) certifying that the Issuer can and covenanting that the Issuer will comply with the applicable provisions of the Code and Regulations so that the interest on the Series 2026 Bonds will be and continue to be excludible from gross income for federal income tax purposes under Section 103(a) of the Code.

(q) The Issuer will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, on or before the fifteenth day of the second calendar month after the close of the calendar quarter in which the Series 2026 Bonds are issued, a Form 8038-G, Information Return for Tax-Exempt Governmental Bond Issues, with respect to the Series 2026 Bonds.

**Section 4.2. Additional Indebtedness.** No additional indebtedness, bonds or notes of the Issuer payable on a priority superior to the Series 2026 Bonds out of the Net Revenues from the System shall be created or incurred by the Issuer without the prior written consent of all holders of the Series 2026 Bonds. Furthermore, the Series 2026 Bonds shall not be entitled to any priority one over the other in application of the Net Revenues of the System, regardless of the time or times of their issuance, it being the intention of the Issuer that there shall be no priority among the Series 2026 Bonds authorized to be issued pursuant to this Bond Resolution regardless of the fact that they may be actually issued and delivered at different times. It is expressly agreed and covenanted that the Issuer will not hereafter issue any bonds or obligations payable from the Net Revenues of the System, or any part thereof, or which constitutes a lien on such Net Revenues or on the System until all Series 2026 Bonds have been paid in full unless such additional bonds are issued in such manner that they are in all respects subordinate to the Series 2026 Bonds.

The provisions of the foregoing paragraph are subject to the following two exceptions:

(a) The Series 2026 Bonds or any part thereof may be refunded. The refunding bonds so issued shall enjoy a lien on the Net Revenues on a parity with the Series 2026 Bonds except that if fewer than all of the Series 2026 Bonds outstanding at the time are so refunded, no refunding bonds shall bear interest at a rate higher or mature at a date earlier than the corresponding Bond refunded thereby without the consent of the owners and holders of all of the unrefunded Series 2026 Bonds. In all other respects, refunding bonds may be secured in such manner and may be payable from such sources and be subject to other terms and provisions that may be provided in the resolution authorizing their issuance.

Refunding bonds may be exchanged with the consent of the Bondholder for not less than a like principal amount of the Series 2026 Bonds authorized to be refunded, may be sold or may be exchanged in part or sold in part. If sold, the proceeds of the sale not required for the payment of expenses shall be used to refund that portion of the Series 2026 Bonds refunded.

(b) Additional bonds may be issued on a parity with the Series 2026 Bonds herein authorized if all of the following conditions are met at the time of the issuance of such additional bonds (herein referred to as "Parity Bonds"):

(i) The Net Revenues of the System in the Sinking Fund Year preceding the year in which the Parity Bonds are to be issued were 125% of the average Annual Debt Service on all of the Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued; provided, this limitation may be waived or modified by the written consent of the registered owners and holders of 100% of the principal amount of the Bonds and Parity Bonds then outstanding. Balances held in the Water Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4(b)(i)-(iii) of this Final Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

(ii) All payments required by this Bond Resolution to be made into the Sinking Fund must have been made in full and there must be in each reserve fund the full amount required by this Bond Resolution to be accumulated therein.

(iii) The Parity Bonds must be payable as to principal on January 1 of each year in which principal falls due.

(iv) The proceedings authorizing such Parity Bonds must raise the amount to which the reserve funds shall be accumulated to an amount no less than the highest future Annual Debt Service of all Outstanding Obligations, Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued and must require the accumulation of such amount in the Reserve Account to be accomplished within six (6) years after delivery of such Parity Bonds.

(v) The proceeds of the Parity Bonds must be used for the making of improvements, extensions, renewals, replacements or repairs to the System.

Section 4.3 Bank Designation. For purposes of and in accordance with Section 265 of the Code, the Issuer hereby designates the Series 2026 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule

denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2026 will not exceed \$10,000,000. For purposes of this Section, “aggregated issuer” means any entity which, (i) issues obligations on behalf of the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and 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 and (b) the total amount of obligations so designated by the Issuer and all aggregated issuers for the calendar year 2026, does not exceed \$10,000,000.

**Section 4.4 Small Issuer Exemption from Rebate.** In accordance with Section 148 (f)(4)(B) of the Code, the Issuer covenants that it is a governmental unit with general taxing powers; that the Series 2026 Bonds are not “private activity bonds” as defined in Section 141 of the Code; that ninety-five percent (95%) or more of the net proceeds of the Series 2026 Bonds are to be used for local governmental activities of the Issuer; and that the aggregate face amount of all tax-exempt obligations (other than “private activity bonds”) issued by the Issuer and all entities that issue obligations on behalf of the Issuer, derive their issuing authority from the Issuer or are subject to substantial control by the Issuer, during the calendar year 2026 will not exceed \$5,000,000. If for any reason the Issuer does not qualify for an exception to rebate under Section 148 (f) of the Code, the Issuer covenants that it will take all necessary steps to comply with the rebate requirements of the Code.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer under this Bond Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure, shall constitute an event of default hereunder and shall allow each Bondholder to take the following enforcement remedies:

(a) The Bondholder may require the Issuer to pay an interest penalty equal to eighteen percent (18%) per annum of the outstanding principal amount on the Series 2026 Bonds, said interest penalty to accrue from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured by the Issuer. Said interest penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(b) The Bondholder may appoint a trustee bank to act as a receiver of the Revenues of the System for purposes of applying said Revenues toward the Revenue allocations required in Section 3.4 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing said function shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon a default shall impair any such right, power or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as may be deemed expedient.

Section 5.2. Amendments to Bond Resolution. Provisions of this Bond Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2026 Bonds, no change, variation or alteration of any kind in the provisions of this Bond Resolution shall be made in any manner until such time as all of the Series 2026 Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Bond Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Bond Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Series 2026 Bonds then outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Recorder for public

inspection. Should a Bondholder consent to the proposed amendment to this Bond Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least 75% of the principal of the respective Series 2026 Bonds outstanding, the governing body of the Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on delinquent payments, without the consent of the Bondholder of such Series 2026 Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any fund or account established hereunder without the consent of the Bondholders of all the Series 2026 Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Series 2026 Bonds, the Bondholders of which are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Series 2026 Bonds then outstanding, without the consent of the Bondholders of all the Series 2026 Bonds at the time outstanding which would be affected by the action to be taken.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, said Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 5.3. Maintenance of Proceedings. A certified copy of this Bond Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the City Recorder where it shall be made available for inspection by any Bondholder or his agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Bond Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Bond Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal of or interest, if any, on the Series 2026 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2026 Bonds.

**Section 5.4. Defeasance of Series 2026 Bonds.** If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Series 2026 Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Bond Resolution and any and all estate, right, title and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2026 Bonds) shall be cancelled and discharged.

Any Series 2026 Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2026 Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2026 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2026 Bonds).

**Section 5.5. Sale of Series 2026 Bonds Approved.** The sale of the Series 2026 Bonds to the Community Impact Board, is hereby ratified, confirmed and approved.

**Section 5.6. Bondholders not Responsible.** The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition or construction of the Project or for the failure of the System to function successfully after completion of the Project.

**Section 5.7. Notice of Bonds to be Issued.** In accordance with the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), the City Recorder has caused a “Notice of Bonds to be Issued” (the “Notice”) to be posted on the Utah Public Notice Website, to be posted on the Issuer’s website, and to be posted at the Issuer’s main office all at least 14 days prior to the public hearing.

**Section 5.8. Additional Certificates, Documents, and Other Papers.** The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Bond Resolution and the documents authorized and approved herein.

**Section 5.9. Severability.** If any section, paragraph, clause or provision of this Bond Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Resolution.

**Section 5.10. Statutory Authority for the Series 2026 Bonds.** The Series 2026 Bonds are issued under the authority of the Act and each Series 2026 Bond certificate shall so recite. By the adoption of this Bond Resolution, it is the intention of the Issuer to

comply in all respects with the applicable provisions of the Act and the Series 2026 Bonds issued hereby shall be incontestable for any reason whatsoever after their delivery for value.

Section 5.11. Record of Proceedings. The City Recorder of the Issuer is hereby directed to complete and execute the Record of proceedings attached hereto as Exhibit B to officially record the proceedings at which this Bond Resolution was considered for adoption.

Section 5.12. Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

Adopted and approved this January 13, 2026.

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Mayor

ATTEST:

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City Recorder

( S E A L )

**EXHIBIT A-1**

**FORM OF STATE BONDS**

UNITED STATES OF AMERICA  
STATE OF UTAH  
COUNTY OF DUCHESNE  
CITY OF DUCHESNE  
WATER REVENUE BOND  
SERIES 2026

\$378,000

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

The City of Duchesne, Duchesne County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the State of Utah acting through the Permanent Community Impact Fund Board (the "Community Impact Board") or registered assigns last noted in the Registration Certificate attached to the end of this Bond (the "Registered Owner"), or registered assigns last named on the Registration Certificate attached hereto, the principal amount of \$378,000, together with interest accruing on the unpaid principal balance at the rate of 0.50% per annum (calculated on the basis of a 360-day year, comprised of twelve 30-day months), payable annually on January 1 of each year, with interest beginning to accrue on the dated date of this Bond and payments of principal, together with accrued but unpaid interest, shall be payable in registered installments beginning January 1, 2027, and each January 1 thereafter in each of the years and in the amounts as set forth in the following Repayment Schedule:

## REPAYMENT SCHEDULE

<u>January 1</u>	Principal <u>Maturing</u>	<u>January 1</u>	Principal <u>Maturing</u>
		2042	\$13,000
		2043	13,000
2027	\$12,000	2044	13,000
2028	12,000	2045	13,000
2029	12,000	2056	13,000
2030	12,000	2047	13,000
2031	12,000	2048	13,000
2032	12,000	2049	13,000
2033	12,000	2050	13,000
2034	12,000	2051	13,000
2035	12,000	2052	13,000
2036	12,000	2053	13,000
2037	12,000	2054	13,000
2038	12,000	2055	13,000
2039	12,000	2056	14,000
2040	13,000		
2041	13,000		

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent. Payments of interest for delinquent installments shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar, or at such other address as is furnished to the Registrar in writing by such Registered Owner.

As long as the Community Impact Board is the registered holder of this Bond, installment payments of principal and interest for delinquent installments shall be made by check or draft mailed to the Community Impact Board as the registered holder at the address shown on the registration books maintained by the Registrar.

If any installment payment of Bond principal or interest, if any, is not paid when due and payable, the Issuer shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid. All payments shall be made 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. All payments shall be applied first to interest, if any, and then to principal.

This Bond is issued on a parity with the Issuer's Outstanding Obligations (as defined in the Bond Resolution adopted by the governing body of the Issuer on January 13, 2026 (the "Bond Resolution")) such that this Bond and the Outstanding Obligations are equally and ratably secured by a pledge of Issuer's Net Revenues (as defined in the Bond Resolution).

This Bond is payable solely from a special fund designated "City of Duchesne, Duchesne County, Utah Water Revenue Bond Sinking Fund", into which fund and into a reserve therefore, to the extent necessary to assure prompt payment of this Bond, shall be pledged 100% of the Net Revenues (as defined in the Bond Resolution) derived and to be derived from the operation of the Issuer's Water system (the "System"), all as more fully described and provided in the Bond Resolution.

This Bond is issued pursuant to (i) a Parameters Resolution adopted by the governing body of the Issuer on December 9, 2025 and the Bond Resolution, and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, (the "Act") for the purpose of financing improvements to the Issuer's System, including all equipment and necessary appurtenances thereto. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

Upon issuance and delivery for value, this Bond shall be incontestable in accordance with the Act.

As provided in the Bond Resolution, bonds, notes and other obligations 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 Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond 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 Bond Resolution.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefore or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for Water service sufficient to pay when due this Bond, and the principal and interest, if any, on all bonds and obligations issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Bond Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds and obligations issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution 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 Bond Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in an appropriate book in the office of the City Recorder of the Issuer, who shall be the Registrar. This Bond is transferable only by notation upon said book by the registered owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues (as defined in the Bond Resolution) to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond and all bonds and obligations issued on a parity with this Bond, if any, and that with the exception of the pledge of the Revenues of the System

for the payment of the Outstanding Obligations and Series 2026 Bonds said Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all bonds and obligations issued on a parity with this Bond, if any.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the corporate seal of the Issuer this \_\_\_\_\_, 2026.

/s/ (Do Not Sign)  
Mayor

Countersigned:

/s/ (Do Not Sign)  
City Recorder

( S E A L )

## REGISTRATION CERTIFICATE

(No writing to be placed herein except by  
the Bond Registrar)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>

**EXHIBIT A-2**  
**FORM OF EXCHANGE BOND**

**UNITED STATES OF AMERICA  
STATE OF UTAH  
COUNTY OF DUCHESNE  
CITY OF DUCHESNE  
WATER REVENUE BONDS, SERIES 2026**

**THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.**

INTEREST RATE	MATURITY DATE	ISSUE DATE
0.50%		

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ Dollars

The City of Duchesne, Duchesne County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above Interest accruing from the Issue Date specified above, at the Interest Rate specified above on the Principal Amount hereof (calculated on the basis of a year of 360 days comprised of twelve 30-day months) shall be payable by check or draft mailed by the City Recorder at the City Offices (the "Paying Agent") to the Registered Owner hereof beginning January 1, 20\_\_ and on each January 1 thereafter until this Bond is paid in full. The principal and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment on the Maturity Date or the date set for prior redemption as provided herein.

If this Bond or any installment of interest hereon is not paid when due and payable, the Issuer shall pay interest on the unpaid amount at the rate of eighteen percent (18%) per annum from the due date thereof until paid in full.

This Bond is issued on a parity with the Issuer's Outstanding Obligations (as defined in the Bond Resolution adopted by the governing body of the Issuer on January 13, 2026 (the "Bond Resolution")) such that this Bond and the Outstanding Obligations are equally and ratably secured by a pledge of Issuer's Net Revenues (as defined in Bond Resolution).

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of \$\_\_\_\_\_, issued in exchange for the conversion of the Issuer's Water Revenue Bond, Series 2026 dated \_\_\_\_\_, 2026, in the total principal sum of \$378,000, authorized by a Parameters Resolution of the Issuer duly adopted on December 9, 2025 (the "Parameters Resolution") and the Bond Resolution. This Bond and the issue of Bonds of which it is a part is issued pursuant to (i) the Parameters Resolution and the Bond Resolution and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, (the "Act") for the purpose of financing, in part, the cost of improvements to the Issuer's Water system (the "System"), and all associated equipment and necessary appurtenances thereto. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

Upon issuance and delivery for value this Bond shall be incontestable in accordance with the Act.

As provided in the Bond Resolution, bonds, notes and other obligations 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 Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond 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 Bond Resolution.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefore or to make any appropriation for its payment.

The Bonds are subject to redemption prior to maturity at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed,

upon not less than thirty (30) days' nor more than forty-five (45) days' prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of said Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Series 2026 Bonds (as defined in the Bond Resolution) are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 or any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for Water service sufficient to pay this Bond when due, and principal and interest on all bonds and obligations issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Bond Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds and obligations issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution 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 Bond Resolution. The Registered Owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the City Recorder (the "Registrar") in Duchesne, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefore.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and will be set aside into said special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part and all bonds and

obligations issued on a parity with this Bond, if any, and that with the exception of the Outstanding Obligations and Series 2026 Bonds said Net Revenues of the System are not pledged, hypothecated or anticipated in any way other than by the issue of Series 2026 Bonds of which this Bond is one and all bonds and obligations issued on a parity with this Bond, if any.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder with the seal of said Issuer affixed, all as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By /s/ (Do Not Sign)  
Mayor

COUNTERSIGNED:

/s/ (Do Not Sign)  
City Recorder

( S E A L )

## ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned, hereby sells, assigns and transfers unto

\_\_\_\_\_ (Tax Identification or Social Security No. \_\_\_\_\_) the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

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

Signature Guaranteed:

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THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO SEC RULE 17Ad-15.

## **EXHIBIT B**

### **RECORD OF PROCEEDINGS**

The City Council (the “Governing Body”) of the City of Duchesne, Duchesne County, Utah (the “Issuer”), met in public session at the regular meeting place of the Governing Body in Duchesne, Utah, on January 13, 2026 (the “Meeting”), at the hour of 6:00 p.m., with the following members of the Governing Body being present:

Deborah Herron	Mayor
Bryce Hamilton	Councilmember
Mark E. Nielsen	Councilmember
Marty A. Herrera	Councilmember
Cody Ivie	Councilmember
Jason Baker	Councilmember

Also present:

Myra Young	City Recorder
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Absent:

which constituted all the members thereof.

After the Meeting had been duly called to order and other matters were discussed, the foregoing resolution (the “Resolution”) was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_, and the Resolution was put to a vote and carried, the vote being as follows:

Those voting YEA:

Those voting NAY:

Those Abstaining:

Other business not pertinent to the Resolution appears in the minutes of the Meeting. Upon the conclusion of all business on the Agenda and motion duly made and carried, the Meeting was adjourned.

## **CERTIFICATE OF CITY RECORDER**

I, Myra Young, the duly appointed and qualified City Recorder of the City of Duchesne, Duchesne County, Utah (the “Issuer”), do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the Governing Body of the Issuer at a regular meeting duly held on January 13, 2026 (the “Meeting”). The Meeting was called and noticed as required by law as is evidenced by the attached Notice of Special Meeting and Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on January 13, 2026, and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this January 13, 2026.

( S E A L )

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City Recorder

**CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW**

I, Myra Young, the undersigned City Recorder of the City of Duchesne, Duchesne County, Utah (the “Issuer”) do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the January 13, 2026, public meeting held by the Issuer as follows:

- (a) By causing a notice, in the form attached hereto as Schedule 1 (the “Meeting Notice”), to be posted at the principal office of the Issuer at least twenty-four (24) hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and
- (b) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) hours prior to convening the meeting.
- (c) By causing a copy of the Meeting Notice to be posted on the Issuer’s website at least 24 hours prior to convening the meeting.
- (d) By causing a copy of the Meeting Notice to be provided to each member of the City Council

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this January 13, 2026.

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City Recorder

( S E A L )

*[Attach Schedule 1, Meeting Notice]*

## **DUCHESNE CITY RESOLUTION 26-03**

### **A RESOLUTION OF DUCHESNE CITY ADOPTING THE WILDLAND-URBAN INTERFACE (WUI) CODE AND OFFICIAL WUI MAPPING IN ACCORDANCE WITH UTAH HOUSE BILL 48**

**WHEREAS**, Utah House Bill 48 requires municipalities to adopt the Wildland-Urban Interface (WUI) Code and official WUI mapping to promote wildfire resilience and public safety; and

**WHEREAS**, Duchesne City has reviewed the Wildland-Urban Interface mapping prepared or approved by the Utah State Fire Marshal and understands that the city is **not currently designated as a high-risk Wildland-Urban Interface area**; and

**WHEREAS**, Wildfire risk conditions may change over time due to vegetation growth, climate conditions, development patterns, and updated mapping methodologies; and

**WHEREAS**, The City Council finds it prudent and in the public interest to adopt the WUI Code and official WUI mapping in order to ensure compliance with state law, provide clarity for future development, and prepare for potential future changes in wildfire risk designation; and

**WHEREAS**, The adoption of the WUI Code and mapping does not impose additional requirements on properties not designated as Wildland-Urban Interface areas but establishes a regulatory framework should such designation occur in the future;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DUCHESNE CITY:**

#### **SECTION 1. ADOPTION OF WILDLAND-URBAN INTERFACE CODE:**

Duchesne City hereby adopts the **Wildland-Urban Interface Code**, as adopted and amended by the State of Utah, including all state-mandated amendments now in effect or hereafter adopted, as part of the city's building and fire regulations.

#### **SECTION 2. ADOPTION OF OFFICIAL WUI MAPPING:**

Duchesne City hereby adopts the **official Wildland-Urban Interface Map** as prepared or approved by the Utah State Fire Marshal. The map is incorporated herein by reference and shall be kept on file at the city offices for public review.

#### **SECTION 3. CURRENT APPLICABILITY:**

Based on the currently adopted WUI mapping, the city is **not designated as a high-risk Wildland-Urban Interface area**, and therefore the provisions of the WUI Code shall not presently apply to properties within the city unless and until such properties are identified as WUI through updated mapping.

#### **SECTION 4. FUTURE UPDATES:**

The city acknowledges that WUI mapping may be updated periodically by the Utah State Fire Marshal. Any future designation of Wildland-Urban Interface areas within the city shall be subject to the WUI Code as adopted herein, without the need for additional legislative action by the City Council.

#### **SECTION 5. ADMINISTRATION AND ENFORCEMENT:**

The WUI Code and mapping shall be administered and enforced by the city's designated official(s) in coordination with the Utah State Fire Marshal, consistent with Utah law.

#### **SECTION 6. SEVERABILITY:**

If any provision of this resolution or its application is held invalid, such invalidity shall not affect the remaining provisions of this resolution.

#### **SECTION 7. EFFECTIVE DATE:**

This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED by the City Council of Duchesne City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

By:

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Deborah Herron, Mayor

(Seal)

ATTEST:

By: \_\_\_\_\_  
Myra Young, City Recorder

## **304 Sick Leave Benefits**

**Effective Date:**

**Revision Date:**

Each full-time employee will accrue sick leave equal to twelve point nineteen (12.19) days, or ninety-seven point five (97.5) hours each year. This will accrue at three point seven five (3.75) hours per pay period. As stated under Section 20, sick leave will accrue during the ninety (90) day probationary period and applied and usable thereafter. Sick leave will not accrue if an employee takes leave-without-pay. Upon retirement from city employment, and after 15 years of service, employees may use any remaining sick leave for health insurance premiums.

Employees absent from work due to illness will be carried on the payroll in the following successive manner:

1. leave-with-pay status – for the time equal to accrued sick leave, until all accrued sick leave is exhausted; followed by
2. leave-with-pay status – for the time equal to accrued comp-time, until all accrued annual leave is exhausted; followed by
3. leave-with-pay status – for the time equal to accrued annual leave, until all accrued annual leave is exhausted; followed by
4. leave-without-pay status during which the employee will not accrue further sick leave or annual leave until the employee resumes regular employment status.

At any time during the above procedure, an employee may seek protection under the Family Medical Leave Act (FMLA). See article II, section IV for details regarding the use of FMLA.

Each employee absent due to illness will notify his/her direct supervisor or the Mayor on or before the morning of the first day of absence due to illness or injury. Three (3) consecutive workdays without an approved absence will be considered grounds for suspension and/or termination of employment, pending an investigation.

Absence for three (3) consecutive workdays without notice will be considered voluntary resignation. A doctor signed medical statement or certificate, or other acceptable evidence of illness or injury, will provide supporting evidence of an application for sick leave that exceeds three consecutive workdays within seven (7) calendar days.

Abuse of sick leave may be considered grounds for dismissal. Sick leave with pay shall not be granted to part time (emergency, hourly, seasonal, or temporary) employees. Absence for three (3) consecutive working days without notice will be considered a voluntary resignation.

## 304 Sick Leave Benefits

### **Effective Date:**

### **Revision Date:**

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1. leave-with-pay status – for the time equal to accrued sick leave, until all accrued sick leave is exhausted; followed by
2. leave-with-pay status – for the time equal to accrued comp-time, until all accrued comp-time is exhausted; followed by
3. leave-with-pay status – for the time equal to accrued annual leave, until all accrued annual leave is exhausted; followed by
4. leave-without-pay status, during which the employee will not accrue further sick leave or annual leave until the employee resumes regular employment status.

**Accrued sick leave may also be used for the illness, injury, medical appointment, or recovery care of an employee's immediate family member, including a spouse, child, or parent, when the employee's presence is necessary.**

**Pregnancy, childbirth, and related medical recovery shall be treated as a medical condition and eligible for use of accrued sick leave. Extended leave may be subject to the Family Medical Leave Act (FMLA) or other approved leave provisions.**

At any time during the above procedure, an employee may seek protection under the Family Medical Leave Act (FMLA). See Article II, Section IV for details regarding the use of FMLA.

Each employee absent due to illness will notify his/her direct supervisor or the Mayor on or before the morning of the first day of absence due to illness or injury. Three (3) consecutive workdays without an approved absence will be considered grounds for suspension and/or termination of employment, pending an investigation. Absence for three (3) consecutive workdays without notice will be considered voluntary resignation. A doctor-signed medical statement or certificate, or other acceptable evidence of illness or injury, will provide supporting evidence of an application for sick leave that exceeds three (3) consecutive workdays within seven (7) calendar days.

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