



**EPHRAIM CITY COUNCIL
REGULAR MEETING AGENDA**
Council Chambers – Ephraim City Hall
5 South Main, Ephraim, Utah
Wednesday, April 1, 2026
7:00 PM

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

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

Live Stream on YouTube at 7:00 P.M.

<https://www.youtube.com/@EphraimCityUtah/streams>

7:00 PM

CALL TO ORDER

- 1) ROLL CALL
- 2) PRAYER OR THOUGHT
- 3) PLEDGE OF ALLEGIANCE.

PUBLIC COMMENT

Members of the public may address the Council on items related to City business or the current agenda. A comment form must be submitted to the Mayor prior to the meeting. Comments are limited to three minutes per person. The Council cannot take action during this portion of the meeting but may respond briefly, refer the matter to staff, or place it on a future agenda. Please state your name and city of residence for the record.

Consent Items

- A. [Ratification of Warrant Register between March 13, 2026, and March 26, 2026](#)
- B. [Approval of March 18, 2026, City Council Meeting Minutes](#)

Pages 3-9

II. Action Agenda

- Pages 10-11 A. Ephraim City Resolution 26-06 Municipal Wastewater Planning Program Survey 2025 (Jeff Jensen)
- Pages 12-43 B. Ephraim City Resolution 26-07 Amended Power Pooling Agreement (Cory Daniels)
- Pages 44-51 C. Ephraim City Ordinance 26-05 Road Width and Sidewalk Requirement on Private Streets Amendment (Megan Spurling)
- Pages 52-55 D. Conditional Use Permit Cook Duplex (Megan Spurling)
1. The applicant, Brian Cook, is requesting a Conditional Use Permit to add another duplex to his previously approved permit. The applicant would provide another duplex for rental purposes and would build green space for the tenants. The property is located at 130 E 480 S.

III. Council Reports

CLOSED SESSION

The City Council may vote to discuss matters in a closed session for reasons allowed by law, including, but not limited to, the provisions of Utah Code § 52-4-205 of the Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137.

ADJOURNMENT

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

CERTIFICATE OF POSTING

I, the undersigned duly appointed City Recorder for Ephraim City, hereby certify that the above notice and agenda were posted in accordance with the Utah Open and Public Meetings Act on the 30th day of March 2026.

Notice was posted:

- On the Utah Public Notice Website;
- On the Ephraim City website (ephrain.gov); and
- At a physical location at Ephraim City offices, a place reasonably accessible to the public.

Candice Maudsley
Ephraim City Recorder

MEETING MINUTES
EPHRAIM CITY COUNCIL
CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL
5 SOUTH MAIN, EPHRAIM, UTAH
MARCH 18, 2026
7:00 PM

CALL TO ORDER & ROLL CALL

The Ephraim City Council Meeting, having been properly noticed, was called to order at 7:00 p.m. by Mayor Larsen.

MEMBERS PRESENT

Chris Larsen; Mayor, Dennis Nordfelt; Mayor Pro Tem, Anthony Beal, Troy Birch, Loren Steck, Jack Dalene

MEMBERS EXCUSED

STAFF PRESENT

Candice Maudsley; City Recorder, Bryan Kimball; Community Development, Colby Zeeman; Police Chief, Megan Spurling; Planner, Jeff Hermansen; Fire Chief, Jon Knudsen; Finance Director, Jeff Jensen; Public Works, Cory Daniels; Power Director

PLEDGE AND INVOCATION

The Pledge of Allegiance was led by Thomas Peterson.

The prayer was offered by Bryan Kimball.

PUBLIC COMMENT

- **Margie Anderson:** Former Councilmember Margie Anderson spoke regarding the Scandinavian Festival. She stated the festival is a valued community tradition with strong Scandinavian roots and statewide cultural connections. She expressed concern that *The Phat Old Professors*, a local musical group with a long history of performing at the festival, are not currently included in this year's lineup. Ms. Anderson noted the importance of supporting local talent alongside traditional Scandinavian performers and encouraged consideration of a balanced approach that would allow for both.

PRESENTATIONS

A) Water Rate Study (Rita Trick, RCAC)

Rita Trick, representing the Rural Community Assistance Partnership (RCAC), presented the City's water rate study. She explained that rate studies are conducted to determine whether current revenues are sufficient to cover the full cost of operating, maintaining, and replacing water system infrastructure.

Key points included:

- The study evaluates whether current user rates reflect the true cost of service, including operations, maintenance, debt obligations, and long-term capital replacement.
- Financial projections include an assumed 4% annual inflation rate, which may be adjusted in future analyses.
- The study incorporates required debt reserve funds and recommended system reserve contributions.
- Several funding scenarios were analyzed to evaluate long-term system sustainability.
- The study is available for public review at the City Recorder's Office and on the Public Notice Website.

Conclusion: Current water rates are not sufficient to cover system costs, resulting in inadequate funding for operations, maintenance, and reserve requirements.

B) Sewer Rate Study (Chad Busch)

Chad Busch, also from the Rural Community Assistance Partnership (RCAC), presented the sewer rate study, noting that the work was fully funded through grant resources and did not result in any direct cost to the City.

Key points included:

- The study evaluates the ability of current sewer rates to fund ongoing operations, maintenance, and future capital needs.
- Assumptions include 4% annual inflation and approximately 1% annual customer growth.
- Three rate scenarios were developed to illustrate different approaches to achieving financial stability.

Conclusion: The sewer utility is currently underfunded. Scenario 2A was recommended as the most balanced approach, providing gradual rate increases while maintaining system sustainability and affordability.

CONSENT AGENDA

CONSENT AGENDA ITEMS

A) APPROVAL OF WARRANT REGISTER

B) APPROVAL OF MARCH 4, 2026 MINUTES

Councilmember Beal moved to approve the Consent Agenda. The motion was seconded by Councilmember Birch. The vote was unanimous. The motion carried.

STUDY AGENDA

A) WATER AND SEWER RATE STUDY DISCUSSION

City Engineer Bryan Kimball reviewed the findings of both studies and emphasized concerns regarding aging infrastructure and insufficient reserve funding. He stated that the City has deferred necessary investments over time, contributing to current financial challenges.

Public Works Director Jeff Jensen discussed several infrastructure needs and ongoing projects, remarking that many recent repairs have been temporary (“band-aid”) solutions rather than long-term fixes, due to funding limitations.

Additional discussion included:

Current utility rates are not generating sufficient revenue to meet operational costs or fund long-term infrastructure replacement.

Analysis indicates that the City is effectively subsidizing utility services, with approximately \$17 per connection per month needed to reach a break-even point.

Without rate adjustments, utility reserves are projected to be depleted by approximately 2031.

The City has historically relied on grant funding and deferred maintenance, which has helped limit rate increases but is not sustainable long term.

Potential reductions in federal and state funding sources may further impact future infrastructure projects. Staff presented multiple rate adjustment scenarios for both water and sewer systems, including:

- Immediate (one-time) rate increases
- Gradual annual increases
- Hybrid approaches combining both strategies

The need for improved long-term planning was recommended and emphasized:

- Development of a comprehensive Capital Improvement Plan (CIP)
- Completion of a full asset management plan and engineering evaluation
- Prioritization of infrastructure repair and replacement projects

B) AMENDED POWER POOLING AGREEMENT

Power Director Cory Daniels reviewed the **Amended and Restated Power Pooling Agreement** with UAMPS, noting the current agreement has not been updated since 1980 and must be modernized to align with current power market requirements.

The update is required due to participation in the **Energy Day-Ahead Market**, effective **May 1, 2026**. Under the new structure, each participant will be responsible for meeting its own power needs, with any shortfall purchased on the market at that participant's expense.

Key points included:

- **Resource Planning:** Participants must plan for load needs through forecasting and annual purchase plans, with UAMPS authorized to procure power as needed.
- **Cost Allocation:** Costs are assigned based on use; directly attributable costs are charged to individual participants, while shared costs are distributed based on load ratio.
- **Governance:** Establishes a Project Management Committee with one voting representative per member, along with an advisory committee.
- **Financial Safeguards:** Includes payment obligations, audit requirements, and transparency measures.
- **Term:** Effective May 1, 2026, and remains in place unless terminated with five years' notice.

Mr. Daniels noted that Ephraim is experiencing approximately **8% annual load growth**, emphasizing the need for proactive planning under the new structure. Council approval will be required at an upcoming meeting.

ACTION AGENDA

A) EPHRAIM CITY ORDINANCE 26-02 UTAH WILDLAND URBAN INTERFACE

(WUI) building standards and associated boundary map. Staff explained that House Bill 48, effective January 1, 2026, requires municipalities to adopt and enforce WUI standards.

The ordinance applies to areas where development meets undeveloped wildland and includes requirements such as vegetation management, ignition-resistant construction, and restrictions on fireworks within designated WUI areas.

Staff noted that adoption will bring the City into compliance with state law, provide a clear regulatory framework, and improve predictability for property owners and builders in wildfire-risk areas. Alternatives to adopt, revise, or not adopt were presented, with staff recommending approval as proposed.

Councilmember Dalene moved to approve ECO 26-02 Utah Wildland Urban Interface. The motion was seconded by Councilmember Nordfelt. The vote was unanimous. The motion carried.

B) EPHRAIM CITY ORDINANCE 26-04 FIRE INSPECTION AMENDMENT

This item was skipped and will return to a future meeting.

C) EPHRAIM CITY RESOLUTION 26-05 AWARD ROAD WORK BID

The Council reviewed bids for the 2026 chip seal overlay project. Staff reported that seven bids were received this year, compared to four in the previous year, resulting in more competitive pricing and lower costs. Staff recommended awarding the contract to Christensen Ready Mix, noting that the company has been reviewed and successfully utilized by Manti City.

Councilmember Steck moved to approve ECR 26-05 Award Road Work Bid to Christensen Ready Mix. The motion was seconded by Councilmember Beal. The vote was unanimous. The motion carried.

D) CONDITIONAL USE PERMIT-MARZ KENNEL LICENSE

The Council reviewed a Conditional Use Permit application submitted by Hau Yi Marz to operate a kennel license for a small-scale animal rescue program at a residential property. The proposal allows for the temporary housing and care of animals, with the intent to rehome them. All animals will receive vaccinations and be spayed or neutered as appropriate. Staff reported that the application meets the requirements of the Ephraim City Municipal Code. The Planning Commission unanimously recommended approval, subject to the conditions outlined in the staff report.

Key conditions of approval include:

- A kennel license must be obtained prior to housing more than four animals.
- Proof of vaccinations must be provided with annual license renewal.
- Animals are limited to household pets (cats and dogs only).
- The property must be maintained in a clean and sanitary condition.
- Animals must be kept in the rear yard and properly contained within a solid fence or structure.
- Outdoor enclosures must be set back at least 10 feet from property lines.
- A maximum of **10 animals** may be kept on the property at any time, including the applicant's own pets.

Staff recommended approval of the Conditional Use Permit, provided all conditions are met.

Councilmember Nordfelt moved to approve the CUP for the Marz Kennel License. The motion was seconded by Councilmember Beal. The vote was unanimous. The motion carried.

E) REZONE REQUEST-CVG EPHRAIM SOUTH R2 TO R1B

The Council reviewed a request from Mike Ballard with CVG-Ephraim South LLC to amend the Ephraim City Zoning Map and rezone property located near 250 West 490 South and 275 West 500 South from R2 (medium-density residential) to R1B (low-density residential).

The proposed rezone is intended to ensure consistency with the existing single-family residential development to the north and to provide a transitional buffer between higher-density residential and nearby commercial areas. The request represents a step down in density and aligns with the City's Future Land Use Map designation for low-density residential.

Staff reported that the application meets the requirements of the Ephraim City Municipal Code. The Planning Commission unanimously recommended approval, subject to conditions outlined in the staff report, including:

- Maintaining lot frontages between 60–80 feet
- No lots smaller than 6,000 square feet

Staff recommended approval of the rezone request.

Councilmember Nordfelt moved to approve the rezone request for CVG from R2 to R1B. The motion was seconded by Councilmember Birch. The vote was unanimous. The motion carried.

F) PARRY GENERAL PLAN AMENDMENT

The Council reviewed a request from Cody Parry to amend the Ephraim City General Plan Land Use Map for parcel S-625x3, which is currently designated as medium-density residential. Staff explained that approval of the General Plan Amendment would allow consideration of a corresponding zone change to support a potential commercial use on the property. Discussion included the long-term implications of modifying the General Plan and how the amendment may impact surrounding land uses.

***Councilmember Beal moved to approve the Parry General Plan Amendment. The motion was seconded by Councilmember Steck. Vote:
Aye: Beal, Steck, Birch, Dalene
Nay: Nordfelt. The motion carried.***

G) REZONE REQUEST-PARRY R3 TO C2

Following approval of the General Plan Amendment, the Council considered a request from Cody Parry to amend the Ephraim City Zoning Map and rezone parcel S-625x3 from R3 (medium-density residential) to C2 (commercial). The applicant indicated the intent to develop the property as an RV park for public use.

Staff reported that while the application meets the minimum requirements of the Ephraim City Municipal Code, it was originally not consistent with the General Plan prior to amendment. Staff outlined several concerns, including:

- The property's location within an established residential area
- Compatibility of a commercial RV park with surrounding uses
- Traffic circulation and safety concerns related to large vehicles
- Limited site access, currently restricted to emergency access

The Planning Commission issued a split recommendation, with two members in favor and two opposed. Concerns included inconsistency with the prior General Plan designation and insufficient detail regarding the proposed use. Staff did not recommend approval, but noted that if approved, the applicant must demonstrate legal access to the property prior to development.

The Council discussed the proposal, including the need for additional RV accommodation, potential economic benefits, and challenges associated with the site's location.

Councilmember Steck moved to approve Rezone Request-Parry R3 to C2. The motion was seconded by Councilmember Dalene. Vote:

Aye: Beal, Steck, Birch, Dalene

Nay: Nordfelt. The motion carried.

COUNCIL REPORTS

Dennis Nordfelt

- Scandinavian Festival: The pickleball courts will not be completed prior to the festival, and alternative arrangements will be made. The participation of *The Phat Old Professors* will be reviewed and addressed by the Festival Board.

Anthony Beal

- Library Board: Library policies were reviewed.
- Youth City Council: The local Youth City Council will collaborate on activities this summer. Mr. Beal noted that Troy Shelley did an excellent job hosting the Youth City Council during the recent legislative session.

ADJOURNMENT

There being no further business to come before the Council for consideration, Councilmember Birch moved the Regular Council Meeting adjourn at 9:02 p.m. The motion was seconded by Councilmember Beal. The vote was unanimous. The motion carried.

The next regular City Council meeting is scheduled to be held on Wednesday, April 1, 2026, starting at 7:00 p.m. in the Ephraim City Council room.

MINUTES APPROVED:

Chris Larsen, Mayor

Date

ATTEST:

Candice Maudsley, City Recorder

Date

**EPHRAIM CITY
ORDINANCE ECR 26-06**

CONFIRMING REVIEW OF THE ANNUAL MWPP REPORT

**A RESOLUTION OF THE EPHRAIM CITY COUNCIL CONFIRMING ITS
REVIEW OF THE ANNUAL MUNICIPAL WASTEWATER PLANNING
PROGRAM (MWPP) REPORT.**

WHEREAS, WHEREAS, Ephraim City (the “City”) is a political subdivision of the State of Utah; and

WHEREAS, the City owns and operates a municipal wastewater collection system; and

WHEREAS, the City, in accordance with its wastewater permitting and assistance program participation, is required to submit an annual report to the Utah Division of Water Quality (DWQ); and

WHEREAS, DWQ desires formal action of the Ephraim Council confirming its annual review of the MWPP Report; and

WHEREAS, the Council confirms it has reviewed the MWPP Report, attached as Exhibit A.

NOW THEREFORE, be it ordained by the Council of the Ephraim City that the Council hereby confirms its review of the MWPP report and approves its submission to DWQ.

SECTION 1: **ADOPTION** “ECR 26-06 MWPP Survey 2025” of the Ephraim City Municipal Resolutions is hereby *added* as follows:

ADOPTION

ECR 26-06 MWPP Survey 2025(*Added*)

PASSED AND ADOPTED BY THE EPHRAIM CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Nordfelt	_____	_____	_____	_____
Councilmember Birch	_____	_____	_____	_____
Councilmember Beal	_____	_____	_____	_____
Councilmember Steck	_____	_____	_____	_____
Councilmember Dalene	_____	_____	_____	_____

Presiding Officer

Attest

Chris Larsen, Mayor, Ephraim City

Candice Maudsley, Recorder,
Ephraim City

Executive Summary

Amended & Restated Power Pooling Agreement

Utah Associated Municipal Power Systems (UAMPS) & Ephraim City

Effective Date: May 1, 2026

1

Overview

UAMPS has updated its Power Pooling Agreement for the first time since 1980 to align with the rapidly changing western energy markets, including PacifiCorp's participation in the **Extended Day-Ahead Market (EDAM)**. The amended agreement fully replaces the prior pooling framework and ensures that Ephraim City can reliably, economically, and compliantly participate in organized day-ahead and real-time energy markets.

1

Key Enhancements

1. Modern Market Integration

The agreement is fully redesigned to support participation in EDAM and other organized wholesale markets. It clarifies UAMPS' role in bidding, scheduling, dispatching, and settling market activity on behalf of participants.

1

2. Formal Planning Requirements

Participants must work with UAMPS to produce:

- A **Load & Resource Forecast**
 - An annual **Annual Purchase Plan**, approved by the Project Management Committee (PMC)
- These tools determine purchase needs and guide UAMPS' market activity.

1

3. Authority for Market Purchases

UAMPS is authorized to make:

- **Resource Sufficiency** purchases as required by EDAM
 - **Forecasted Deficiency** purchases to meet load needs under the approved plan
- Participants may opt out of deficiency purchases only under PMC-approved conditions.

1

4. Consignment of Outside Resources

Except for Limited Participants, all non-UAMPS resources must be consigned to UAMPS, allowing centralized scheduling and EDAM-compliant dispatch.

1

5. Governance Updates

The agreement establishes a formal **Project Management Committee (PMC)** with one representative per participant, responsible for operational and planning decisions and subject to ratification by the UAMPS Board. Advisory committees may also be formed.

1

6. Updated Cost Allocation

Charges and revenues are allocated using:

- **Cost Causation** for participant-specific impacts
- **Load Ratio Share** for shared market costs
This improves fairness and transparency.

1

7. Strengthened Financial Provisions

Participants commit to:

- A **rate covenant** ensuring revenue sufficiency
- Full payment of market, capacity, transmission, and administrative costs
- Supporting UAMPS' ability to enter **Credit Agreements**, when approved by the PMC

1

8. Annual Audit Requirements

UAMPS must conduct an annual audit of market operations and settlements and present findings to the PMC.

1

Implications for Ephraim City

Ephraim City agrees to:

- Use UAMPS for all market-based purchases exceeding owned resources.
- Provide required operational and forecast data.
- Consign non-UAMPS generating resources to UAMPS for scheduling.
- Maintain electric system rates adequate to meet payment obligations.

1

These provisions ensure Ephraim remains compliant with EDAM requirements and supports reliable, cost-effective municipal power operations.

Action Needed

The governing board should **approve the Authorizing Resolution** adopting the amended agreement and enabling Ephraim City to continue full participation in UAMPS' Pool Project under the new market framework.

RESOLUTION NO. ECR 26-07

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDED AND RESTATED POWER POOLING AGREEMENT WITH THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS FOR THE POOL PROJECT; AUTHORIZING EXECUTION AND DELIVERY THEREOF; AND RELATED MATTERS.

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

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

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is assisting its members in providing reliable, competitive, supplies of electric power and energy and related services through joint and cooperative action;

WHEREAS, UAMPS has developed and administers a power pooling project, known as the “Pool Project,” pursuant to which UAMPS procures, schedules, dispatches, and sells electric power and electric energy, including participation in organized wholesale electric markets for the collective benefit of participating members;

WHEREAS, the Member is currently a party to a prior power pooling agreement with UAMPS governing its participation in the Pool Project;

WHEREAS, UAMPS has presented to the Member an Amended and Restated Power Pooling Agreement (the “*Amended Pooling Agreement*”), which amends and restates the Prior Pooling Agreement in its entirety and updates the terms and conditions governing participation in the Pool Project, including provisions relating to market participation, allocation of costs and revenues, governance through a project management committee, payment obligations, and related matters;

WHEREAS, the governing board of the Member (“*Governing Body*”) has reviewed, or caused to be reviewed on its behalf, the Amended Pooling Agreement and related materials provided by UAMPS, has had the opportunity to ask questions and receive additional information, and has determined that entering into the Amended Pooling Agreement is in the best interests of the Member and the efficient, reliable, and economical operation of its electric system; and

WHEREAS, the Member now desires to authorize and approve the Amended Pooling Agreement and its execution and delivery by the Member;

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

Section 1. Approval of the Amended Pooling Agreement. The Amended and Restated Power Pooling Agreement, in substantially the form presented to the Governing Body and attached hereto as EXHIBIT A, is hereby authorized and approved. The Mayor is hereby authorized, empowered, and directed to execute and deliver the Amended Pooling Agreement on behalf of the Member, and the City Recorder is hereby authorized to attest and countersign such execution and affix the corporate seal of the Member, with such changes therein as shall be approved by the Mayor, such approval to be conclusively evidenced by execution thereof.

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

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

Section 3. Further Authority. The Mayor, City Recorder and other appropriate officers and employees of the Member are hereby authorized and directed to execute and deliver such certificates and additional undertakings of the Member as shall be necessary in connection with financing related to the Amended Pooling Agreement. Legal counsel for the Member is hereby authorized to provide an approving opinion with respect to the authorization, execution and enforceability of the Amended Pooling Agreement.

Section 4. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrevocable until the expiration or termination of the Amended Pooling Agreement in accordance with its terms.

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

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

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

ADOPTED AND APPROVED this 1st day of April, 2026.

EPHRAIM CITY

By _____
Mayor

ATTEST:

City Recorder

[SEAL]

EXHIBIT A

[AMENDED POOLING AGREEMENT]

**AMENDED AND RESTATED POWER POOLING AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
EPHRAIM CITY**

This Amended and Restated Power Pooling Agreement made and entered into as of May 1, 2026 (“*Agreement*”), is by and between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah (“*UAMPS*”) and Ephraim City (the “*Participant*”).

RECITALS

WHEREAS, UAMPS is a political subdivision of the state of Utah organized under the Interlocal Cooperation Act (the “*Act*”) and the Joint Action Agreement to provide joint and cooperative action, including securing present and future power supply resources for its members;

WHEREAS, UAMPS has the power under the Act and Joint Action Agreement to (i) enter into contracts to obtain a supply of electric power and electric energy and ancillary services and transmission services, (ii) enter into contracts for the sale of wholesale energy services with its Members and others and (iii) adopt and implement risk management policies and enter into related agreements, including but not limited to forward purchase and sale contracts, hedging, tolling and swap agreements, and other instruments;

WHEREAS, balancing areas in the western electric markets, including the PacifiCorp East balancing area where most Members are located, are moving toward mandatory participation in organized markets;

WHEREAS, the Participant has entered into, or contemplates entering into power sales contracts with UAMPS and other instruments for the purchase or sale of electric power and electric energy; and

WHEREAS, subject to the terms and conditions of this Agreement, each Participant desires to appoint UAMPS as such Participant’s agent for (i) scheduling and dispatching electric power; (ii) purchasing power, energy, and related products to meet load and reserve requirements; (iii) selling Participant’s power and energy inside or outside organized markets; (iv) managing transmission rights and services; (v) handling payments/receipts and distributing market revenues; (vi) conducting transmission studies; and (vii) optimizing Participant’s resources and transmission.

NOW THEREFORE, the Participant and UAMPS hereby agree, as follows:

Section 1. Definitions and Rules of Construction.

(a) As used in this Agreement and in the Recitals set out above:

“*Act*” means the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

“*Agreement*” means this Amended and Restated Power Pooling Agreement as dated above between UAMPS and the Participant and any duly authorized amendments.

“*Amended and Restated Power Pooling Agreement*” means, collectively, this Agreement and the other Amended and Restated Power Pooling Agreements between UAMPS and the other Participants.

“*Annual Purchase Plan*” means the plan approved by the Project Management Committee setting forth the projected timing and pricing for market purchases over the fiscal year it is in effect. A form of the Annual Purchase Plan is attached to this Agreement as Exhibit 1, which shall be completed for each fiscal year upon the approval of, and may be modified from time to time by, the Project Management Committee.

“*Authorized Officer of UAMPS*” means the Chairman of the Board of Directors, the Vice Chairman of the Board, the Chairman of the Project Management Committee, the Secretary, the Treasurer and the Chief Executive Officer of UAMPS and any other officer or employee authorized or having delegated authority to perform specific acts or duties under the Amended and Restated Power Pooling Agreement by resolution duly adopted by the Board.

“*Billing Period*” means such period of time as shall be established from time to time by UAMPS for the preparation, calculation and billing of the amounts payable by the Participant hereunder and includes (i) all charges, credits, settlements, and other amounts attributable in that period of time, and (ii) any resettlements, recalculations, adjustments, or true-ups issued by any applicable organized market and received by UAMPS during that same calendar month, regardless of the market period to which such resettlements or adjustments relate.

“*Board*” means the Board of Directors of UAMPS or such other governing body of UAMPS as may be established from time to time pursuant to the Joint Action Agreement and the Act.

“*Commercially Reasonable*” or “*Commercially Reasonable Efforts*” means, with respect to any action required to be made, attempted or taken by a party under this Agreement, such efforts as a reasonably prudent business would undertake, consistent with good industry practice and the past practices of such party, for the protection of its own interest under the conditions affecting such action, including the amount of notice of the need to take such action, the duration and type of the action, the competitive environment in which such action occurs, and the contractual and legal obligations of, and the risk to, such party in connection with such action; *provided, however*, an obligation to act in a “Commercially Reasonable” manner or to exercise “Commercially Reasonable Efforts” does not include taking actions that would, individually or in the aggregate,

cause the party subject to such obligation to incur costs, or suffer any other detriment, that is out of reasonable proportion to the benefits to the other party under this Agreement.

“Cost Causation” means the principle that market charges and revenues should be allocated to the Participants whose actions directly cause such costs to be incurred or revenues to be received, including but not limited to charges and revenues relating to Resource Sufficiency Obligations and congestion charges and revenue.

“Credit Agreement” means (i) lines of credit and other credit arrangements to provide working capital, liquidity and/or reserves in connection with the operation and administration of the Project and (ii) any portion of the borrowing capacity under a line of credit or other credit arrangement that is dedicated, set aside or used to provide working capital, liquidity and/or reserves for the Project.

“Effective Date” means such date as shall be approved by the Project Management Committee as set forth in Section 2 of this Agreement.

“Electric System” means the Participant’s electric utility system as established, maintained and operated pursuant to applicable State and local law. With respect to any Participant that does not own and operate an electric utility system that serves retail customers, the term “Electric System” shall be deemed to refer to the applicable utility system.

“Entitlement Share” means the percentage determined by dividing (i) the sum of the Participant’s purchases through the Project for the previous fiscal year (ii) the sum of the total Project purchases during the previous fiscal year. For the avoidance of doubt, each Participant’s Entitlement Share under this Agreement shall be its Percentage Entitlement Share for purposes of the Joint Action Agreement.

“Forecasted Deficiency” means the forecasted electricity need for each Participant for the following fiscal year taking into account Load and Resource Forecasts as determined in advance of Project Management Committee approval of the Annual Purchase Plan.

“Joint Action Agreement” means the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended and supplemented from time to time.

“Limited Participant” means a Participant that does not use UAMPS to schedule its full load and whose obligations with respect to purchases and sales are governed by a Pooling Appendix.

“Load Ratio Share” means for the applicable Billing Period, the ratio of (i) the total quantity of electric power and electric energy purchased by a Participant through the Project during such Billing Period excluding resources that are not participating in an organized market to (ii) the total quantity of electric power and electric energy purchased by all Participants through the Project during such Billing Period, taking into account any resources excluded from participation in an applicable organized market.

“Load and Resource Forecast” means the forward-looking estimate prepared by UAMPS, in consultation with Participant, of such Participant’s projected electric load and available electric supply resources for a specified planning period, including owned resources, contracted resources, Outside Resources, and applicable regulatory or market obligations. A form of Load and Resource Forecast is attached to this Agreement as Exhibit 2, which shall be approved and may be modified from time to time by the Project Management Committee.

“Members” means, collectively, each entity which has executed the Joint Action Agreement or a supplement thereto.

“Outside Resource” means any Participant resource that is not a UAMPS project, a purchase through a UAMPS project or a market purchase through UAMPS.

“Participant” means the party defined as the Participant in the preamble of this Agreement and its permitted successors and assigns hereunder.

“Participants” means the parties, including the Participant, other than UAMPS, to the Amended and Restated Power Pooling Agreement.

“Participant’s Representative” means (i) the officer, employee or other agent of the Participant designated from time to time by the Participant as the Representative of the Participant for purposes of the Joint Action Agreement, to whom all notices and other communications to be given by UAMPS to the Participant hereunder shall be sent or (ii) in the event that the individual appointed as the Participant’s Representative is unavailable to act on behalf of the Participant, the individual duly appointed or designated by the Participant as its alternate Representative pursuant to the Joint Action Agreement.

“Prior Agreement” means, collectively, the Power Pooling Agreements of various dates between UAMPS and the Members.

“Project” means the UAMPS project created by this Agreement to procure, schedule, dispatch, and sell electric power and energy, including the bidding of such resources into organized markets for the collective benefit of the Participants.

“Project Management Committee” means the committee of the Participants established pursuant to Section 5 which shall make certain decisions and recommendations with respect to the management and acquisition of electric power, electric energy and transmission service as provided herein.

“Pooling Appendix” means an appendix to this agreement that sets forth specific terms relating to the purchase and sale of Participant resources.

“Required Approvals” means all governmental, regulatory and lender approvals, consents and authorizations required or necessary for (i) the execution, delivery and performance of this Agreement (or any amendment hereto) by the Participant and (ii) this Agreement (or any amendment hereto) to be the legal, valid and binding obligation of the Participant.

“*Resource Sufficiency Obligation*” means a requirement from an organized market that is imposed on UAMPS to demonstrate sufficient supply, flexibility, and reserves to meet its own forecasted demand and uncertainty in advance or during real-time operations.

“*UAMPS*” means Utah Associated Municipal Power Systems, a political subdivision organized and existing under the laws of the State of Utah, the Act and the Joint Action Agreement, and its successors. All references to UAMPS in this Agreement shall include Authorized Officers of UAMPS and their delegates acting pursuant to specific authorization by the Board.

“*Uncontrollable Force*” means any cause beyond the control of the party affected, including failure of facilities, flood, earthquake, storm, lightning, fire, explosion, epidemic, pestilence, war, riot, an act of domestic or international terrorism, civil disturbance, labor disturbances, sabotage, or an act of civil or military authorities, including court orders, injunctions, or orders of governmental agencies with proper jurisdiction, which by due diligence and foresight such party could not reasonably have been expected to avoid.

(b) References to Articles, Sections, Schedules and Exhibits are to the Articles and Sections of and Schedules and Exhibits to this Agreement, unless otherwise provided. Article and Section headings are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the defined terms may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use of the word “include” or its derivations shall not be construed as language of limitation.

Section 2. Effective Date; Term; and Termination.

(a) The Effective Date of the Amended and Restated Power Pooling Agreement shall be May 1, 2026. As of the Effective Date, the Amended and Restated Power Pooling Agreement shall replace the Prior Agreement in its entirety, except that the Prior Agreement shall remain in effect with respect to any Participants that have not obtained all Required Approvals until such Approvals have been received. Appendices to the Power Pooling Agreement shall become appendices to the Amended and Restated Power Pooling Agreement unless substituted and signed by the affected Participant. A Member of UAMPS becomes a Participant by executing this Agreement as a separate contract from other agreements between UAMPS and the Participant.

(b) The Agreement shall remain in effect from the Effective Date until terminated by written notice by either party served at least five years prior to the stated termination date, unless a shorter notice period is approved by the Project Management Committee, or the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, whichever is later. However, such termination shall not (i) relieve such Participant or UAMPS of any obligation incurred under or pursuant to this Agreement before such termination or (ii) result in the loss or availability of any right or benefit of such Participant or UAMPS which exists under any agreement or arrangement made hereunder between the Participant and UAMPS before such termination which extends beyond the noticed date of termination.

(c) No Agreement between UAMPS and a Participant may be entered into or amended so as to provide terms and conditions that are substantially and materially different from those herein contained except upon approval of the Project Management Committee, and upon similar amendment being made to the Agreement of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

Section 3. Pool Administration

(a) Participants hereby establish the Project Management Committee, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative or in the absence of the Participant's Representative its Alternate Representative) and shall be chaired by a Participant Representative elected by the Project Management Committee. The Participant has delegated full and complete authority to its Participant's Representative to act on all matters and decisions that come before the Project Management Committee. Each Representative appointed by the Participant shall serve on the Project Management Committee until the Participant appoints a successor. An Authorized Officer of UAMPS shall attend all meetings of the Project Management Committee and shall cause minutes to be kept of all such meetings.

(b) The Joint Action Agreement and the bylaws of UAMPS shall govern the procedures for and the voting rights on the Project Management Committee, *provided that*:

(i) The Participant's Representative of any Participant that is in default hereunder (A) shall not be entitled to vote on any matter during the period of such default, and the consent or approval of such Participant or such Participant's Representative shall not be required during the existence of such default and (B) shall be disregarded for purposes of determining whether a quorum of the Project Management Committee is present at any meeting;

(ii) All decisions made by the Project Management Committee shall be made by resolution, order or other appropriate action of the Project Management Committee and, except in those instances when the Project Management Committee is acting pursuant to delegated authority from the Board, before such resolution, order or action of the Project Management Committee shall take effect, the same shall be ratified and approved by resolution, order or action of the Board, acting in accordance with the Joint Action Agreement and the bylaws of UAMPS.

(iii) The Participants acknowledge that the Joint Action Agreement provides, among other things, that decisions of the Board with respect to the Project shall be made only upon the recommendation of the Project Management Committee and that weighted votes may be called for on any recommendation or decision to be made by the Project Management Committee or the Board, respectively, all as more fully provided in the Joint Action Agreement.

(c) The Project Management Committee may from time to time direct UAMPS to commission, obtain and provide such power supply and transmission studies as it deems reasonably necessary or desirable with respect to the Project.

(d) With the approval of the Project Management Committee, UAMPS may enter into Credit Agreements for the Project. UAMPS may require reasonable credit support or adequate assurance of payment from Participants consistent with market or lender requirements.

Section 4. Electric Power and Electric Energy Sales, Purchases and Allocation of Charges and Revenues

(a) UAMPS shall prepare an individual Load and Resource Forecast with each Participant to determine its Forecasted Deficiency. UAMPS and each Participant shall work in good faith to mutually agree upon the Participant's Load and Resource Forecast. Each Participant shall provide UAMPS with such load data, resource information, and other inputs as UAMPS may reasonably request in order to prepare and update such forecasts, including periodic updates as conditions change.

(b) Based on the Forecasted Deficiencies determined pursuant to Section 4(a), UAMPS shall develop, and the Project Management Committee shall approve, an Annual Purchase Plan to meet the aggregate Forecasted Deficiency of the Participants. The individual Participant Forecasted Deficiencies will be aggregated to determine the total UAMPS purchasing need, which will be included in the Annual Purchase Plan.

(c) UAMPS is hereby authorized to make purchases without additional authorization from the Participant

(i) to meet Resource Sufficiency Obligation according to policies adopted by the Project Management Committee. Purchases to meet Resource Sufficiency Obligation shall be allocated to Participants during market settlements based on Participant's contribution to deficiency and

(ii) to meet Forecasted Deficiency, provided that (x) Participants may withdraw UAMPS' authorization to make purchases under this clause (ii) only upon such terms and conditions as shall be approved by the Project Management Committee and (y) UAMPS purchases will be based on the aggregate Forecasted Deficiency of all Participants who have not withdrawn their authorization. Purchases to meet Forecasted Deficiency shall be allocated to Participants at the time the purchase is made.

(d) Except for Limited Participants, each Participant shall be obligated to purchase through the Project all of its electric power and electric power requirements and associated Resource Sufficiency Obligations in excess of its purchased or owned resources. UAMPS may schedule or bid Participant contracted or consigned resources into an organized market and may purchase from the market to meet the load of Participants. Notwithstanding the foregoing, any Outside Resource shall not be scheduled, dispatched, or bid into any organized market by UAMPS unless and until such Resource is expressly declared available for such scheduling or bidding by the

Participant. In addition, UAMPS must relay and not deviate from the schedule provided by the Participant.

(e) Except for Limited Participants, each Participant must consign the output of all Outside Resources to UAMPS pursuant to a Pooling Appendix, a form of which is attached to this Agreement as Exhibit 3, which may be modified from time to time by the Project Management Committee. UAMPS shall act as scheduling agent for consigned Outside Resources. UAMPS shall not be obligated to pay for Outside Resources. Consignment of the output of Outside Resources shall not relieve the Participant of responsibility under any resource-related contracts. Absent approval by the Project Management Committee, a Participant may not consign more resources to UAMPS than is reasonably necessary to meet its forecasted load. With Project Management Committee Approval, UAMPS may impose a scheduling fee for consigned resources to participate in an organized market.

(f) A Limited Participant may recall Outside Resources previously consigned to UAMPS for its own needs upon reasonable notice to UAMPS, taking into account any market scheduling requirements, UAMPS' established schedule, commitments to other Participants, and the needs of the recalling Participant.

(g) UAMPS may offer excess Participant resources that are not Outside Resources for sale to other Participants or may bid such resources into an organized market without additional authorization from the Participant. UAMPS shall prioritize contracted resources for which it has made firm contractual commitments when making bilateral sales.

(h) UAMPS will allocate other charges and revenues incurred or received through participation in an organized market to Participants according to Cost Causation. Charges and revenues directly attributable to a specific Participant's actions, resources or deficiencies shall be allocated to that Participant. Charges and revenues not attributable to a specific Participant will be allocated among the Participants according to the Load Ratio Share, or such other reasonable method as determined by the Project Management Committee

(i) The Project Management Committee shall adopt policies and procedures to govern the allocation charges and revenues consistent with the foregoing principles.

(j) The Project Management Committee may, from time to time and in its discretion, establish one or more advisory committees to assist in the development, review, and recommendation of policies, procedures and related exhibits under this Agreement. Any such advisory committee shall consist of representatives designated by the chair of the Project Management Committee and approved by the Project Management Committee and shall include representatives representing different size and resource composition. The advisory committee shall work in coordination with UAMPS staff and may evaluate and make recommendations regarding, among other matters, forecasting methodologies, billing practices, scheduling procedures, data requirements, reporting formats, and proposed exhibits or amendments to exhibits addressing such matters. Advisory committees shall serve solely in an advisory capacity and shall have not authority to bind UAMPS or the Participants. Any policies, procedures, or exhibits developed by an advisory committee shall be recommended to the Project Management

Committee for consideration in accordance with this agreement. The Project Management Committee may define the scope and duration of any advisory committee and may dissolve such committee at any time.

(k) Nothing in this Agreement shall limit the Participant from contracting for, incurring debt to build or otherwise obtaining an ownership interest in resources for such Participant's own needs. Such additional resources, if any, shall not relieve the Participant of any prior obligations incurred by such Participant to UAMPS.

(l) Unless otherwise approved by UAMPS, the Participant shall use all of the power and energy it purchases under this Agreement to serve retail customers located in the established service area of its electric utility system and to meet its own requirements.

(m) UAMPS shall use Commercially Reasonable Efforts to provide each Participant with timely access to data necessary for operational decision-making to the extent such data is available. The Project Management Committee shall adopt policies specifying data formats, delivery methods, and reporting timelines.

Section 5. Participant Payment Obligations.

(a) Each Participant shall pay UAMPS for all electric power, electric energy, energy capacity, ancillary services, and other electricity-related products or services purchased, scheduled, or otherwise procured by UAMPS on behalf of such Participant to meet such Participant's Forecasted Deficiency or contribution to Resource Sufficiency Obligation deficiency as described in Section 4(c). Such payment obligation shall apply without regard to whether the Participant ultimately uses, resells, or requires such power or energy, and the Participant shall bear all market benefits and detriments associated with such purchases, including price differences, congestion losses, imbalance charge, and settlement adjustments.

(b) In addition to payments for power, energy, and transmission, each Participant shall pay its Entitlement Share of all administrative, general, overhead, and other costs and expenses of UAMPS related to the Project, including but not limited to professional services, software and systems, financing costs, credit support, market participation fees, and other expenses incurred by UAMPS that are not otherwise recovered through market settlements or specific Participant charges relating to market participation. To the extent that revenues received by UAMPS from market settlements, bilateral sales, or other sources are insufficient to fully recover the costs and expenses described in this Section 5, the unrecovered balance shall be billed to Participants in proportion to their respective Entitlement Shares, unless otherwise allocated pursuant to Cost Causation principles approved by the Project Management Committee.

(c) Participant acknowledges and agrees that it is necessary for UAMPS to recover all of the costs and expenses associated with the Project, including the repayment of amounts due under Credit Agreements, through billings to and payments by the Participants under this Agreement.

(d) Payments required to be paid by the Participant to UAMPS shall be due and payable to UAMPS at its principal office or by wire transfer to such account as UAMPS shall designate in

writing to the Participant, on the 10th day of the Month following the Month in which the billing statement was rendered (or if such day is not a business day, the next succeeding business day) or at such other time as may be established by UAMPS through its annual budgeting process. Upon approval of the Project Management Committee, UAMPS may modify the billing schedule, frequency, due date, or other payment terms. Any such modification shall be communicated in writing to Participants and shall thereafter be binding as if originally stated in this Agreement.

(e) If payment in full is not made by the Participant on or before the close of business on the due date, UAMPS shall impose a delayed payment charge on the unpaid amount due for each day overdue at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Participant; provided, however, that UAMPS, acting upon the direction of the Project Management Committee, may elect to waive such delayed payment charge (or portion thereof) but only to the extent that any such waiver will not adversely affect the ability of UAMPS to meet its payment obligations under any contract entered into pursuant to this Agreement.

(f) The obligation of the Participant to make the payments under this Agreement is a several obligation and not a joint obligation with those of any other Participant. The obligation of the Participant to make such payments shall constitute a cost of purchased electric power and electric energy. In all cases, the obligation of the Participant to make the payments required by this Section shall be payable as an operating expense and solely from the revenues and other legally available funds of its Electric System. In no event shall the Participant be obligated or required to levy or collect ad valorem property taxes or assessments to meet its payment obligations under this Agreement. Such payments shall be made whether or not any market structure, program, or arrangement is modified, suspended, or terminated, and notwithstanding any interruption, curtailment, or limitation of market access, transmission availability, or other services, for any reason whatsoever, in whole or in part. The obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be conditioned upon the performance by UAMPS under this or any other agreement or instrument

(g) In the event of any dispute as to any portion of the billing statement for such Billing Period, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such billing statement was submitted. Such notice shall identify the disputed billing statement, state the amount in dispute and set forth a full statement of the grounds for such dispute. No adjustment shall be considered or made for disputed charges unless such notice is given by the Participant. UAMPS shall give consideration to and shall consult with the Project Management Committee with respect to such dispute and shall advise the Participant with regard to its position relative thereto within sixty (60) days following receipt of such written notice. Upon final determination (whether by agreement or determination by the Project Management Committee) of the correct amount, any difference between such correct amount and such full amount shall be accounted for in the billing statement next submitted to the Participant after such determination.

Section 6. Rate Covenant. Each Participant covenants and agrees to establish, maintain, and collect rates, fees, and charges for electric service furnished through its Electric System that are sufficient together with other legally available funds of its Electric System to (1) pay all amounts payable by the Participant to UAMPS under this Agreement, including costs associated with power, energy, capacity, transmission, ancillary services, market settlements, administrative fees, and all other charges allocated pursuant to this Agreement; (2) pay all operation and maintenance expenses of the Participant's Electric System; (3) provide for the payment of principal and interest on any bonds or other indebtedness payable from the revenues of the Participant's Electric System, as and when the same become due and payable; and (4) establish reasonable reserves and margins, consistent with prudent utility practice, to ensure continued financial stability of the Participant's Electric System and compliance with any financial covenants imposed by bond resolutions, ordinances, or other financing agreements. Each Participant shall enforce the collection of such rates, fees, and charges and shall not furnish free electric service to any person, firm, or corporation, except as permitted under applicable law.

Section 7. Audit Rights.

(a) UAMPS shall conduct, or cause to be conducted, an annual review of market operations and settlement activity associated with the Project, settlements received from organized markets and related charge and revenue allocations to Participants. Such review shall be performed for the purpose of verifying the accuracy and consistency of settlement processing and allocation methodologies and evaluating operational decision making in the market for the purposes of improving future market operations. UAMPS shall report the results of such review to the Project Management Committee, including a summary of findings, any identified material discrepancies, and any corrective actions taken or proposed. The Project Management Committee may provide direction regarding follow-up actions or process improvements based on such report. Nothing in this Section shall be construed to expand or limit any audit rights of a Participant under this Agreement, nor to require UAMPS to engage an independent auditor unless otherwise directed by the Project Management Committee.

(b) At its cost, the Participant may, upon the giving of not less than 60 days' prior written notice to UAMPS, but not more often than once during any two-year period, inspect and audit the books and records of UAMPS for the purpose of verifying the amounts payable by the Participant under this Agreement within the three-year period preceding the commencement of the audit. UAMPS agrees to make available to the Participant, to the extent Commercially Reasonable, all relevant records and all requested information relating to the subject matter of any such audit, subject in all cases to any confidentiality restrictions applicable to third-party information or contracts; provided that UAMPS shall make Commercially Reasonable Efforts to obtain a waiver of such restrictions for purposes of the audit and the Participant shall execute such non-disclosure agreements as may be reasonably requested by UAMPS. Any audit shall be conducted during normal business hours, and the Participant will use Commercially Reasonable Efforts to complete any audit within one month, subject to the availability of relevant records and information and the absence of material accounting irregularities

(c) If any audit discloses that an overpayment or underpayment has been made during the three-year period described above, the amount of the overpayment or underpayment will be

promptly paid by the appropriate party, together with interest calculated at an annual rate equal to the Secured Overnight Funding Rate (SOFR) reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of SOFR, plus 100 basis points, compounded daily and on the basis of a 360-day year, from the date or dates of any such overpayment or underpayment through and including the date of the payment correcting the overpayment or underpayment. Any payment made by UAMPS pursuant to this Section shall constitute a cost of electric power and electric energy.

Section 8. Representations and Warranties.

(a) The Participant represents and warrants to UAMPS as follows:

(i) the Participant is a political subdivision, duly created and validly existing under the laws of the State of Utah, and has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(ii) the Participant has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(iii) this Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by the Participant of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to the Participant and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which the Participant is a party or to which any of the property, assets or revenues of its Electric System is subject;

(v) all Required Approvals have been obtained; and

(vi) to the Participant's knowledge, there is no pending or threatened action or proceeding affecting the Participant which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.

(b) UAMPS represents and warrants to the Participant as follows:

(i) UAMPS is a political subdivision of the State of Utah and an energy services interlocal entity, duly created and validly existing under the Act and the Joint Action Agreement;

(ii) UAMPS has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(iii) This Agreement has been duly approved by the Project Management Committee and the Board and has been duly authorized, executed and delivered by UAMPS and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by UAMPS of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to UAMPS and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which UAMPS is a party or to which any of its property, assets or revenues is subject; and

(v) to UAMPS' knowledge, there is no pending or threatened action or proceeding affecting UAMPS which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.

Section 9. Indemnification and Liability

(a) UAMPS and the Participant shall defend and hold each other harmless from any and all claims, liability, and expense, including attorneys' fees, litigation expenses, and any judgment arising out of any bodily injury, death, or damage to property (other than bodily injury, death, or damage to property proximately caused by the other party or its servants or employees), occurring on their respective properties, including such injury, death, or damage as may be suffered by UAMPS or the Participant or by third parties, except that UAMPS and the Participant shall each be responsible for all claims of its respective employees, agents, and servants under workmen's compensation laws or any similar statutes. In no event shall either UAMPS or the Participant be liable to each other for any indirect, special, incidental, or consequential damages with respect to any claim arising out of this Agreement whether based on contract, tort, strict liability, or otherwise.

(b) The Participant acknowledges that (i) effective performance by UAMPS of its obligations under this Contract will require exercise of business judgment by UAMPS officers, directors, managers, personnel, and consultants on the basis of information available to them, and (ii) while UAMPS' aim will be to enhance value and reduce risk to the Participants, it is not reasonable to expect that value will be ideally maximized or that risk will be fully eliminated. In no event shall a claim of breach or event of default by UAMPS be based on the dissatisfaction of one or more of the Participants with transactions managed or entered into by UAMPS pursuant to this Contract, or with the nature or level of savings, costs, or risks associated therewith, absent a showing of gross negligence or willful misconduct by UAMPS. The sole remedy available to the Participant or another Participant that is dissatisfied with UAMPS' ability to achieve UAMPS' goals is to terminate this Contract in accordance with the Agreement; provided that upon a showing of gross negligence or willful misconduct by UAMPS the Participant may terminate this Agreement upon written notice to UAMPS, notwithstanding the five-year notice period otherwise applicable under Section 2, which notice will not become effective until the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, and

shall not relieve the Participant or UAMPS of any obligation incurred prior to the effective date of termination.

(c) No member of the Board or the Project Management Committee, no officer or employee of UAMPS, no member of the governing body of the Participant nor any officer or employee of the Participant shall be individually or personally liable for any amount payable under this Power Supply Contract or be subject to any personal liability or accountability by reason of the execution and performance of this Power Supply Contract; *provided, however*, that this Section shall not be construed to relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 10. Uncontrollable Force. Neither UAMPS nor the Participant shall be considered to be in default in respect to any obligation hereunder (other than the obligation of the Participant to pay obligations under Section 5) if prevented from fulfilling such obligations by reason of an Uncontrollable Force. The party claiming an Uncontrollable Force shall give notice and reasonable details of any potential or actual Uncontrollable Force to the other party as soon as is reasonably practicable, shall provide regularly updated information as to the anticipated occurrence or duration of the Uncontrollable Force, and shall provide prompt notice when it is able to resume performance of those obligations that were affected as a result of the Uncontrollable Force. Either party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove such inability with all reasonable dispatch.

Section 11. Default; Dispute Resolution

(a) In the event of a failure of the Participant to observe, keep and perform any of the covenants, agreements or obligations on its part contained in the Agreement, UAMPS may, in addition to its other rights hereunder, bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement against the Participant.

(b) In the event of any default by UAMPS under any covenant, agreement or obligation of this Agreement, the Participant's sole remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate and in no event shall the Participant withhold or offset any payment owed to UAMPS hereunder.

(c) Prior to and as a condition to the filing of any action with respect to this Agreement under paragraph (a) above, the Participant shall first submit the dispute or matter in question to the Project Management Committee for mediation by giving notice in writing to UAMPS and the Chair of the Project Management Committee describing the dispute or matter and the issue or issues to be resolved. The Participant agrees to participate fully and in good faith in all mediation proceedings of the Project Management Committee. In the event that the Project Management Committee is unable to resolve or mediate such dispute or matter within 120 days

after UAMPS has received written notice of the dispute, the Participant shall have the right to initiate such proceedings as it may deem necessary.

(d) No member of the governing body, nor any officer or employee of UAMPS or the Participant shall be individually or personally liable for any payment under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement; *provided, however*, that this Section shall not relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 12. Notices.

(a) All notices, demands or other communications made pursuant to this Contract (each, a "Notice") may be sent by electronic mail, other mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivery. Notice shall be deemed given when received by the addressee, unless received on a day that is not a business day or received after 5:00 p.m. (receiving party's local time) on a business day, in which case Notice shall be deemed to have been received on the next following business day. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) Notice sent by electronic mail shall be deemed to have been received upon the sending party's receipt of electronic confirmation of successful transmission; (ii) Notice sent by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party; and (iii) Notice sent by first class mail shall be deemed to have been received five business days after mailing.

(b) All Notices shall be sent by UAMPS to the business address or e-mail address of the Participant's Representative. All Notices shall be sent by the Participant to the business address or designated e-mail address of UAMPS. Either party may change its Notice address(es) by Notice to the other party.

Section 13. Miscellaneous.

(a) **Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by either party without the prior written consent of the other party.

(b) **Severability.** If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

(c) **No Merger.** This Agreement constitutes the entire and complete agreement of UAMPS and the Participant in respect of the Project and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject.

(d) No Waiver. No failure or delay by UAMPS or the Participant in exercising any right, remedy, or power under this Agreement shall operate as a waiver of such right, remedy, or power. No single or partial exercise of any right, remedy, or power shall preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. Any waiver of a provision of this Agreement shall be effective only if made in writing and signed by the party against whom the waiver is asserted, and no such waiver shall be deemed a continuing waiver unless expressly stated.

(e) Relationship between the Parties. This Contract is not intended to create, nor shall it be deemed to create, any relationship between UAMPS and the Participant other than that of independent parties contracting with one another for the purpose of effectuating the provisions of this Contract.

(f) Survival. The termination of this Contract shall not discharge either party thereto from any obligation it owes to the other party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract. Cancellation, expiration, or termination of this Contract shall not relieve the parties of obligations that expressly survive or by their nature should survive such cancellation, expiration, or termination.

(g) No Third-Party Beneficiary. This Contract is intended solely for the benefit of the parties hereto. Except as necessary to enter into a Credit Agreement, subject to approval by the Project Management Committee, nothing in this Contract shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Contract.

(h) Governing Law. This Agreement is made under and shall be governed by the law of the State of Utah; provided however, that if the Participant is organized or created pursuant to the laws of another state, then the authority of the Participant to execute and perform its obligations under this Agreement shall be determined under the laws of such state. All judicial proceedings brought against either party arising out of or relating hereto shall be brought exclusively in the courts of the State of Utah or of the United States of America for the District of Utah. By executing and delivering the Agreement, each party irrevocably accepts generally and unconditionally the nonexclusive jurisdiction and venue of such courts, waives any defense of *forum non conveniens*; agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the party; and agrees that service as provided above is sufficient to confer personal jurisdiction over the party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

(i) Entire Agreement. This Contract supersedes all previous representations, understandings, negotiations, and agreements, either written or oral, between the parties or their representatives

with respect to the subject matter hereof and constitutes the entire agreement of the parties with respect to the subject matter hereof.

(j) Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

Dated this _____ day of _____, 2026.

EPHRAIM CITY

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

Mayor

Chairman

ATTEST

ATTEST

City Recorder

Secretary

**EXHIBIT 1
FORM OF ANNUAL PURCHASE PLAN**

Plan Information

Fiscal Year	
PMC Approval Date	
Effective Period	

Planning Overview

Aggregate Forecasted Deficiency (MWh)	
Peak Forecasted Deficiency (MW)	
Planning Assumptions / Notes	

Forecasted Deficiency Purchase Targets

Procurement Horizon	Target Coverage
12 months → 1 month ahead	Up to 80%
1 month → 2 days ahead	Up to 100%
Day Ahead / Real-Time	As needed

Planned Purchase Volumes

Month	Forecasted Deficiency	Purchased to Date	Remaining Uncovered
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Resource Sufficiency Evaluation (RSE)

Standard Approach	100% procured Day Ahead
Exceptions / Notes	

Flexible Resource Strategies (if applicable)

Tolling Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dispatchable Resource	<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm Market Purchase	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other	

Fine-tuned Load-following Purchases

Specific plans for shaping to be added here.

Attribution Statement

Forecasted Deficiency purchases are attributed to Participants at the time of purchase based on forecasted need. RSE purchases are made at the UAMPS level and allocated after-the-fact to Participants with RSE need.

Approval

PMC Chair	
Date	

**EXHIBIT 2
FORM OF MEMBER LOAD & RESOURCE FORECAST**

Forecast Information

Participant	
Fiscal Year	
Forecast Version	<input type="checkbox"/> Draft <input type="checkbox"/> Final
Date Prepared	

Summary Forecast

Gross Load (MWh)	
Gross Load (MW – Peak)	
Total Resources Capacity (MW)	
Total Resources (MWh)	
Forecasted Deficiency / (Surplus)	

Monthly Energy Summary

Month	Gross Load (MWh)	Resources (MWh)	Deficiency / (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Monthly Peak Summary

Month	Gross Peak Load (MW)	Resources (MW)	Deficiency / (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

Jan			
Feb			
Mar			

Resource Detail

Resource Name	Type	Capacity (MW)	Energy (MWh)	Notes

Forecast Assumptions & Notes

Member Review & Confirmation

Approval Status	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with corrections
Member Representative	
Date	

EXHIBIT 3
CONSIGNED RESOURCE [Non-UAMPS RESOURCE]

WHEREAS, [*Participant*] (the “Member”) is a participant of the UAMPS Pool Project;

WHEREAS, in order for the Member to schedule its [*Non-UAMPS Resource*] as part of their resource portfolio, it is necessary for the Member to enter into this Pooling Appendix to provide for responsibilities and authorities of each party and document the procedures to be used, and;

WHEREAS, Member desires that UAMPS act as its scheduling agent for scheduling services (“Scheduling Agent”) for its [*Non-UAMPS Resource*].

NOW, THEREFORE, the Member and UAMPS agree to the following.

SECTION 1. TERM

The term of this Pooling Appendix will begin May 1, 2026 and extends through the earlier of 1) the termination of the Amended and Restated Power Pooling Agreement; or 2) termination at the option of either Party upon the later of 30 days or the end of the scheduling month with written notice to the other Party or as provided for in Section 2 of the Amended and Restated Pooling Agreement and alternative procedures acceptable to UAMPS are in place.

SECTION 2. PURPOSE

This Pooling Appendix specifies the procedures for scheduling [*Non-UAMPS Resource*] as part of its resource portfolio due to the implementation of Extended Day-Ahead Market protocols (“EDAM Protocols”) administered by PacifiCorp in conjunction with the California Independent System Operator (“CAISO”). Member agrees that their scheduling of [*Non-UAMPS Resource*] is subject to the terms and conditions of this Pooling Appendix which may be amended from time to time by the agreement of the parties.

SECTION 3. MEMBER OBLIGATIONS, AUTHORITIES AND LIABILITIES

The Member shall provide preschedules to UAMPS according to the timeline specified in Attachment A hereto. Attachment A may be amended by UAMPS upon written notice to the Member. All scheduling of the [*Non-UAMPS Resource*] by the Member will be submitted through the UAMPS web scheduling interface. Except in instances where the web interface is not available, submittal of schedules by phone, email or other means of communication will not be acceptable.

For the purposes of UAMPS power billing, [*Non-UAMPS Resource*] will be deemed to [*information will be entered here on whether or not the Non-UAMPS Resource is in the CAISO*]

Full Network Model and whether or not the Non-UAMPS Resource incurs transmission costs] and the UAMPS pool will continue to be used to balance the Member's load pursuant to EDAM Protocols or policies established by the Pool Project's Project Management Committee. Differences, if any, between scheduled output that the Member has entered into UAMPS' billing database and the output measured by [*Non-UAMPS Resource*] meter(s) will be invoiced as imbalance energy.

SECTION 4. UAMPS OBLIGATIONS, AUTHORITIES AND LIABILITIES

UAMPS shall use the [*Non-UAMPS Resource*] schedules submitted from the Member according to the timeline specified in Attachment A in integrating and scheduling the Member's resources scheduled and billed by UAMPS to serve the Member's loads.

UAMPS will bid and schedule the Member's [*Non-UAMPS Resource*] in accordance with the Member's specific instructions.

SECTION 5. SCHEDULING AGENT SERVICE CHARGE

The Member will be charged a scheduling fee, transmission fee, and any other fee as adopted by the UAMPS Board of Directors from time to time.

Member also agrees to pay any other costs, if any, and any applicable administrative overheads as approved by the UAMPS Board of Directors that UAMPS may incur in the performance of this Pooling Appendix.

DATED this _____ day of _____, 2026.

[PARTICIPANT]

UAMPS

Attachment A

Duration for 1 Month and Longer (Term) Schedules:

The Member must notify UAMPS by the 19th of the prior month.

Day-Ahead Schedules:

The Member must notify UAMPS by 6:00 AM, 7 business days prior to the trade date. To the extent allowed under WECC and Balancing Authority criteria, UAMPS will accept changes to the 7 day schedule made by 6:00 a.m. [2] business days prior to the trade date.

Notification parties for Term, Balance of the Month, and Day Ahead transactions:

Pre-Scheduler prescheduling@uamps.com 801-568-0497

Kelton Andersen kelton@uamps.com 801-214-6406

Notification parties for unplanned outages or emergency situations:

Shift Scheduler sched@uamps.com 801-568-0496
801-568-0596

To report scheduling problems:

Jordan Garcia jordan@uamps.com 385-377-2567

OPINION OF COUNSEL TO THE PARTICIPANT

March 25, 2026

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

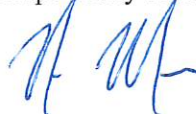
I have acted as counsel to Ephraim City, Utah (the "*Participant*") in connection with the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the "*Agreement*"), between the Participant and Utah Associated Municipal Power Systems ("*UAMPS*").

In connection with the opinions set forth herein, I have examined (i) the resolution adopted by the Participant's governing body authorizing the execution and delivery of the Agreement, (ii) an executed counterpart of the Agreement, and (iii) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant has full legal right, power and authority to enter into the Agreement and to perform its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation and is enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.
3. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which purports to affect the authorization, legality, validity or enforceability of the Agreement.
4. The execution, delivery and performance by the Participant of the Agreement will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

Respectfully submitted,



Nicholas C. Mills
City Attorney
Ephraim City

**EPHRAIM CITY
ORDINANCE ECO 26-05**

**AMENDMENTS TO DEVELOPMENT STANDARDS INCLUDING SIDEWALK
REQUIREMENTS AND STREET WIDTH UPDATES TO ALIGN WITH
INTERNATIONAL FIRE CODE**

WHEREAS, Ephraim City seeks to update development standards, including modifying provisions for developments, to better reflect current growth patterns and community needs;

WHEREAS, the City desires to revise sidewalk requirements to improve pedestrian safety, accessibility, and connectivity throughout developing areas;

WHEREAS, street width standards are being updated to align with International Fire Code requirements and ensure adequate emergency vehicle access;

NOW THEREFORE, be it ordained by the Council of Ephraim City, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “11.20.060 Large Lot Subdivisions” of the Ephraim City Municipal Code is hereby *amended* as follows:

AMENDMENT

11.20.060 Large Lot Subdivisions

A. Applicability:

1. This Section shall apply only to applications consisting of two (2) or fewer large lots that meet the minimum lot size requirements herein.
2. This process is not intended to apply to multi-lot subdivisions.
3. Large lot subdivision approval shall not be permitted for multi-lot subdivision developments located within, adjacent to, or abutting existing platted subdivisions.
4. Exception: An application for a single residential lot may qualify for a large lot subdivision if the parcel is at least one and one-half (1.5) acres in size, even if the property is located within, adjacent to, or abutting an existing platted subdivision, provided that the applicant installs public improvements along a minimum of seventy-five (75) feet of frontage directly in front of the dwelling.
5. Improvement Requirements: Any applicant seeking large lot exceptions under this section shall comply with the applicable inner-layer subdivision improvement requirements if the property is located within, adjacent to, or abutting a platted subdivision.
6. Proximity to Improvements: If the subject property is located within one

hundred fifty (150) feet of existing public improvements, the applicant shall be required to either install frontage improvements for at least seventy-five (75) feet in front of the dwelling or extend improvements to connect with the nearest existing frontage improvements, whichever is greater.

B. Layered Zone Boundaries: This Section applies to Large Lot subdivisions in the following areas:

1. **Inner Layer** (Urban):

a. Any real property located within the following describe geographic area:

- (1) 700 South heading east to 500 East heading north to 500 North heading west to 200 West heading south and ending at 600 South.

2. **Middle Layer** (Suburban):

a. Any real property located within the following describe geographic area:

- (1) 1000 South heading east to 700 East heading north to 800 North heading west to 400 West heading south and ending at 1000 South.

3. **Outer Layer** (Rural):

a. Any real property located within the following describe geographic area:

- (1) Any real property located within Ephraim City that lies beyond the “Middle Layer” and any future annexed areas.

C. Development Requirements: The following standards and development requirements apply specifically to Large Lot subdivisions:

1. **Inner Layer:** All real property developed within this layer shall comply with the existing development code currently in place.

2. **Middle Layer:** All real property developed within this layer shall comply with the existing development code currently in place. However, in the case of a Large Lot development the following frontage improvements shall be required:

- a. Verification submitted to the City Planner that the lot to be developed is in fact at least one and a-half acres in size.
- b. Curb and gutter shall be waived but must provide a swale and provide evidence to the City Planner of adequate storm drainage. Owner may choose to install full improvements.
- c. Must have frontage on an improved asphalt road at least 264 feet in width. However, the Planning Commission and City Council may waive the asphalt requirement if the large lot subdivision frontage is contiguous with other unimproved roads. Improvements apply only to main, existing roads. Does not apply to possible future roads.
- d. Must provide a sidewalk or other acceptable walking trail/path.
- e. Must dedicate at least a 40 foot right of way to City.
- f. Setbacks sufficient to preserve a 66 foot corridor.

- g. Properties over 1 ½ acres may be required to improve frontage if adjacent to existing improvements and justified by pedestrian need as decided by the Land Use Authority.
3. **Outer Layer:** All real property developed within this layer shall comply with the existing development code currently in place. However, in the case of a Large Lot development the following frontage improvements shall be what is required:
- a. Verification submitted to the City Planner that the lot to be developed is in fact at least one and a-half acres in size.
 - b. Curb and gutter shall be waived but must provide a swale and provide evidence to the City Planner of adequate storm drainage. Owner may choose to install full improvements.
 - c. Must have frontage on a 264 foot road improved adequately to allow access for emergency vehicles. At a minimum this will require gravel.
 - d. Sidewalks may be waived in lieu of a dirt or gravel walking trail.
 - e. Must dedicate at least a 40 foot right of way to the City.
 - f. Setbacks sufficient to preserve a 66 foot corridor

D. Large Lot Subdivision Approvals and Exceptions:

- 1. Must be approved by the Land Use Authority.
- 2. The frontage improvements required will be determined by what layered zone the subdivision is within. If the subdivision lies within two or more layered zones then the requirements for the most restrictive layer shall be applied to the subdivision. (I.e., if a subdivision crosses from the middle zone into the outer zone then the entire subdivision must comply with the requirements of the middle zone.)
- 3. Exceptions may be given for the outer two layers. Those with large lots in middle zones may be required to improve their frontage. Those with small lots in outer zones may be allowed to waive frontage improvements in exchange for a bond for improvements.

SECTION 2: AMENDMENT “11.24.040 Streets” of the Ephraim City Municipal Code is hereby *amended* as follows:

AMENDMENT

11.24.040 Streets

All existing and proposed roads within, adjacent to, or directly impacted by the proposed development shall meet existing Construction Standards or be upgraded to meet these

standards unless otherwise approved by the City Council due to unusual circumstances or terrain.

- A. Major Streets: Arterial, collector, and local streets shall conform to the width designated in the Ephraim City Construction Standards. Half streets along the boundary of land proposed for subdivision or within any part of a subdivision will not be permitted. (See also paragraph B,2)
- B. Grading and Surfacing: All on-site streets dedicated to the public shall be graded and surfaced, from curb to curb, in accordance with the standards and specifications of Ephraim City.
 - 1. In subdivisions within the established block system of Ephraim City, with previously- surfaced streets, the developer shall surface the area from the existing oiled surface to the curb and gutter with asphalt pavement in accordance with Ephraim City Construction Standards.
 - 2. For subdivisions where existing streets are not presently surfaced to City standards, the developer shall surface with pavement to the greater of:
 - a. The portion from the curb on the subdivision side of the street to and including the traveled portion of the street, or
 - b. To a minimum pavement width of 264 feet. (2006)
 - c. Curbs and Gutters – Concrete curbs and gutters shall be installed by the subdivider on the development side of all existing streets upon which the subdivision abuts unless waived by the Planning Committee and the City Council due to unusual circumstances or terrain. Concrete curbs and gutters shall be installed by the subdivider on both sides of all streets dedicated to the public use in accordance with the specifications of Ephraim City.
- C. Turning Area: Where a street longer than one lot is designed to remain, even temporarily, as a dead-end street, an adequate turning area shall be provided as follows:
 - 1. Where the street dead-ends into a subsequent phase of the same subdivision, a temporary, graveled, 100-foot diameter turnaround and a permanent easement of right- of-way on the subsequent phase property shall be provided. However, if the subsequent subdivision phase is not recorded at the time of roadway paving in the preceding phase, a 100-foot diameter asphalt-surfaced turnaround or other hard surfaced turnaround as approved by the City Engineer shall be placed at the subsequent phase property. If parking is allowed on the street side of the curb within the cul-de-sac the radius shall not be less than 120 feet. Other turn around methods as shown in the Ephraim City Construction Standards may be substituted for that described above.
 - 2. Where the street dead-ends against property which is not part of a subsequent subdivision phase, an all weather turnaround shall be placed, as approved by the Fire Chief and meeting the diameter requirements for cul-de-sacs below. Other turn around methods as shown in the Ephraim City Construction Standards may be substituted for that described above.
- D. Cul-de-sac Streets:

1. Cul-de-sacs shall not be longer than six hundred fifty (650) feet from the centerline of the adjoining street to the center of the cul-de-sac, (see also second access requirements, (4.3.0) Any street over 650 feet requires a second access to a different location. (2006)
 2. Each cul-de-sac shall be terminated by a turnaround of not less than 100 feet in diameter. If parking is allowed on the street side of the curb within the cul-de-sac the diameter shall not be less than 120 feet.
 3. Cul-de-sacs should be graded such that storm water will not drain towards the turnaround, where possible. If special conditions make it impractical or impossible to drain water away from the turnaround, the City Engineer may require additional measures to mitigate potential flood water/damage. These may include, but are not limited to: requiring storm drains, additional catch basins, and easements, grading lots such that water will flow to the outside edge of the lot, requiring minimum floor elevations for the house/building, and other measures as deemed necessary by the City Engineer.
 4. If the street slopes towards the turnaround, the maximum slope shall be less than 4% to allow for snow removal. If slopes exceed 4%, space at the bottom of the cul-de-sac shall be provided for piling of snow, and cul-de-sac diameter shall be increased to 130 feet. (2006)
- E. Intersections: The intersection of more than two streets at one point shall not be allowed. Streets shall intersect at a substantially ninety degree (90°) angle. Street intersections shall have a corner radius as shown in the Ephraim City Construction Standards. Survey monuments shall be placed at all intersections in accordance with City construction standards by a licensed surveyor. Coordinates for each monument shall be given in state plane coordinates and shown on the final recorded plat.
- F. Standard Street Sections: All proposed streets to be dedicated to the City shall conform to the City street standards as adopted by the City.
- G. Whenever possible, streets shall bear the names of existing aligned streets. There shall be no duplication of street names. All street names shall be approved by the City.
- H. Street Grades: Street grades, except for cul-de-sacs which are defined above, shall not exceed the following percentages: on arterial streets eight percent (8%); on local and collector streets ten percent (10%). Street grades near intersections shall be designed for adequate stopping and starting by adjusting grade on both sides of the intersection. Street grades, cross slopes and grade changes shall be designed in accordance with Ephraim City Construction Standards. Any difference in curb elevations shall be approved by the City Engineer; however, in no case shall the difference exceed one foot (1').
- I. Subdivisions on the Canyon Road shall be designed such that individual driveways access internal road networks and not exit directly onto Canyon Road, except as provided in the City Access Management Plan.
- J. Alleys: Alleys may be required in the rear of business lots, but will not be accepted in residential blocks except under unusual conditions where such alleys are considered necessary by the Planning Commission. Alley widths shall be consistent with applicable fire and safety access codes.
- K. Bridges: Design and construction of new bridges, whether essential for the overall

circulation plan of the City or required only to serve a subdivision, shall be approved in advance by the City.

- L. Protection Strips: Where subdivision streets parallel contiguous property of other owners, the subdivider may retain a protection strip of not less than one foot (1') in width between the street and adjacent property. Protection strips will be allowed only at the discretion of the legislative body, after recommendation of the Planning Commission, and in accordance with all City ordinances. An agreement with the City, approved by the City attorney, shall be made by the subdivider, contracting to dedicate the one foot or larger protection strip free of charge to the City for street purposes upon payment by the present owners of the contiguous property to the subdivider of a consideration named in the agreement. Such consideration is to be equal to the cost, at the time of the agreement, of the street improvements properly chargeable to the contiguous property, plus the value of the land from the right-of-way line to the centerline of the street at the time of the agreement, together with interest at a fair rate from the time of agreement until the time of subdivision of such contiguous property. All charges to be associated with the protection strip, as well as the interest rate, shall be recorded as part of the aforementioned agreement. All property owned by the subdivider shall be included on the plat.
- M. Stubbed Streets: Any road or street to be built or improved as part of the proposed subdivision shall provide for connection to future streets as identified in the General Plan. The connection to the future street shall be provided by the developer at the location of the future street and shall extend to the (developer's) property line, the street, curb, gutter, sidewalk, and other utilities/improvements as deemed necessary by the City Engineer. Additional stubbed streets may be required to facilitate connectivity between present and possible future developments. (2006)
- N. Relation to Adjoining Street System: The arrangement of streets in new subdivisions shall comply with the General Plan and shall connect the fully improved streets to the adjoining property line along with any other improvements required by the City Engineer. Where appropriate to the design and terrain, proposed streets shall be continuous and in alignment with existing planned or platted streets, or, if offset, streets shall be offset a minimum of 100 feet between centerlines of intersecting residential streets and a minimum of 400 feet between centerlines of intersecting major streets. The street arrangement shall not be landlocked or cause unnecessary hardship to owners of adjoining property when they plat their own land and seek to provide for convenient access to it. Half streets along the boundary of land proposed for subdivision or within any part of a subdivision will not be permitted, but 264 foot asphalt improvements shall be required at the outer boundaries along streets which adjoin a subdivision. (2006)
- O. Second Access Requirements: No street, or series of connecting streets shall exceed 650' in length, as measured from the center line of intersecting streets to the center of a cul-de-sac, without providing a second access. The second access must exit to a different location, providing for traffic circulation and flow. The second access must be at least 264 feet wide, with at least 6 inches of compacted road base to accommodate all weather emergency vehicle access.
- P. Private Road:

1. All private roads must be at least 264 feet wide.
2. Sidewalk Requirement on Private Roads.
 - a. Five-foot sidewalks, including curb and gutter, shall be required along private roads serving developments with multiple dwelling units, multiple homes, or multiple tenants. Sidewalks shall be designed to provide safe, accessible, and continuous pedestrian circulation between dwelling units, parking areas, common open spaces, and public rights-of-way where applicable.
 - b. Purpose.
 - (1) This requirement is intended to promote pedestrian safety, ensure accessibility for residents of all ages and abilities, and reduce conflicts between vehicles and pedestrians within private road developments.
3. In no case shall more than 10 homes be allowed on any private road without a second access.
4. Any non-large lot subdivision on a private road shall be required to follow current road requirements for subdivisions regardless of the zone the subdivision is in.
5. Homeowners with property on a private road will not be assessed a road impact fee.
6. In no case will the City receive the private road as a public road unless the road meets current City standards.
7. Must preserve an adequate right of way by using required setbacks, plus a signed agreement recorded with the property that if the property is further divided, the road may be required to be upgraded and deeded to the City.
8. The road improved adequately to allow access for emergency vehicles.
9. Easements must be in place to prevent landowners from closing off their portion of the road.
10. Approved turnaround required for any private road longer than 200 feet which has a dead end. (2012)

SECTION 3: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 4: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5: EFFECTIVE DATE This Ordinance shall be in full force and effect from April 1, 2026 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE EPHRAIM CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Nordfelt	_____	_____	_____	_____
Councilmember Birch	_____	_____	_____	_____
Councilmember Beal	_____	_____	_____	_____
Councilmember Steck	_____	_____	_____	_____
Councilmember Dalene	_____	_____	_____	_____

Presiding Officer

Attest

Chris Larsen, Mayor, Ephraim City

Candice Maudsley, Recorder,
Ephraim City



STAFF REPORT

To: Ephraim City Council
From: Megan Spurling
Date of Meeting: April 1, 2026
Type of Item: Conditional Use Permit
Process: Legislative Review

RECOMMENDATION: Staff has reviewed the application for compliance with all standards in the Ephraim City Municipal Code and found that it meets the minimum required for approval. Accordingly, staff recommends that the Ephraim City Council review the proposed Conditional Use Permit.

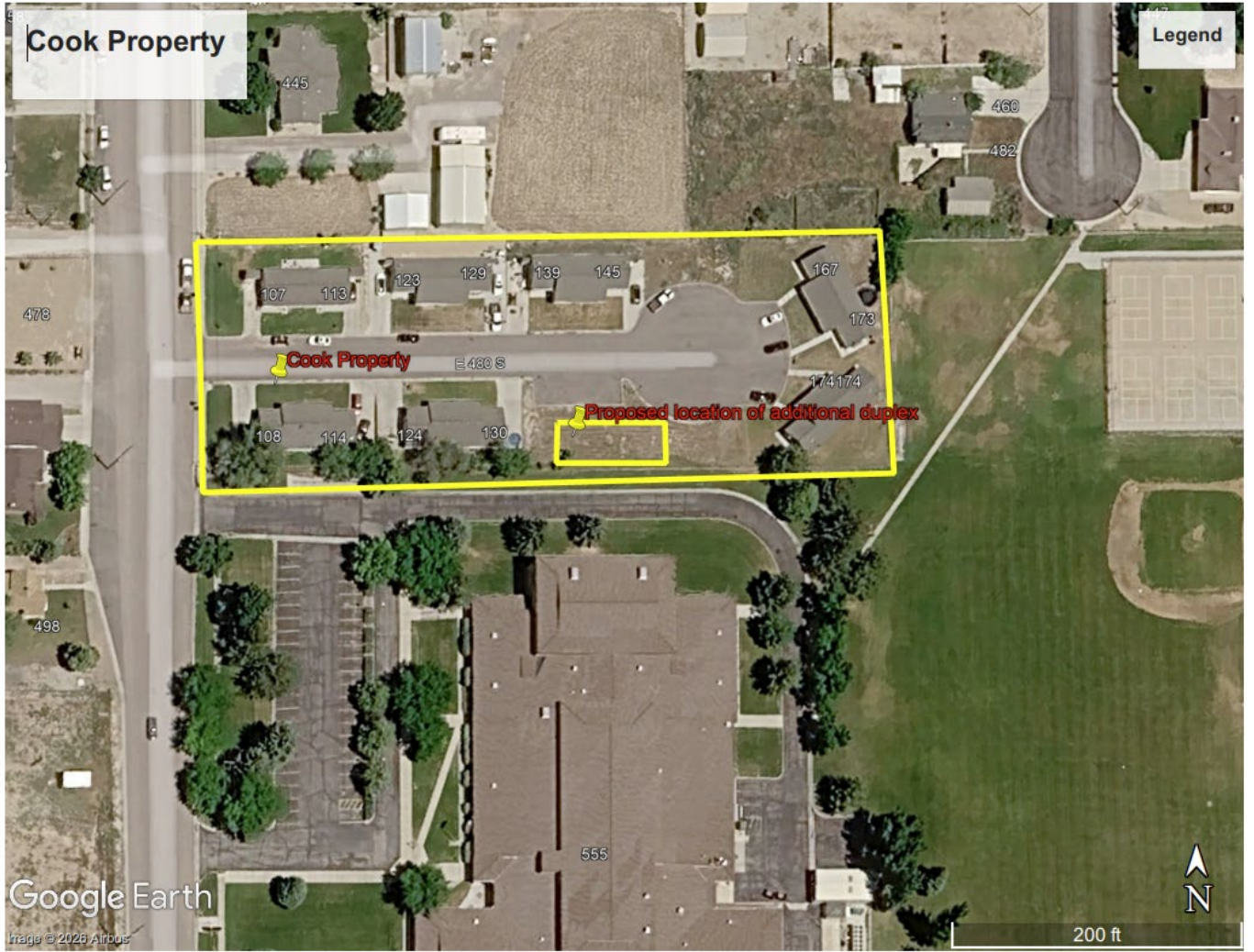
Project Description

Project Name: Cook Duplex
Applicant(s): Brian Cook
Property Owner(s): Phillip Brian Cook
Location: 130 E 480 S
Zone District: PUD
Parcel Number and Size: Sage Manor PUD approximately 2 acres
Type of Process: Legislative
Final Land Use Authority: City Council

Proposal

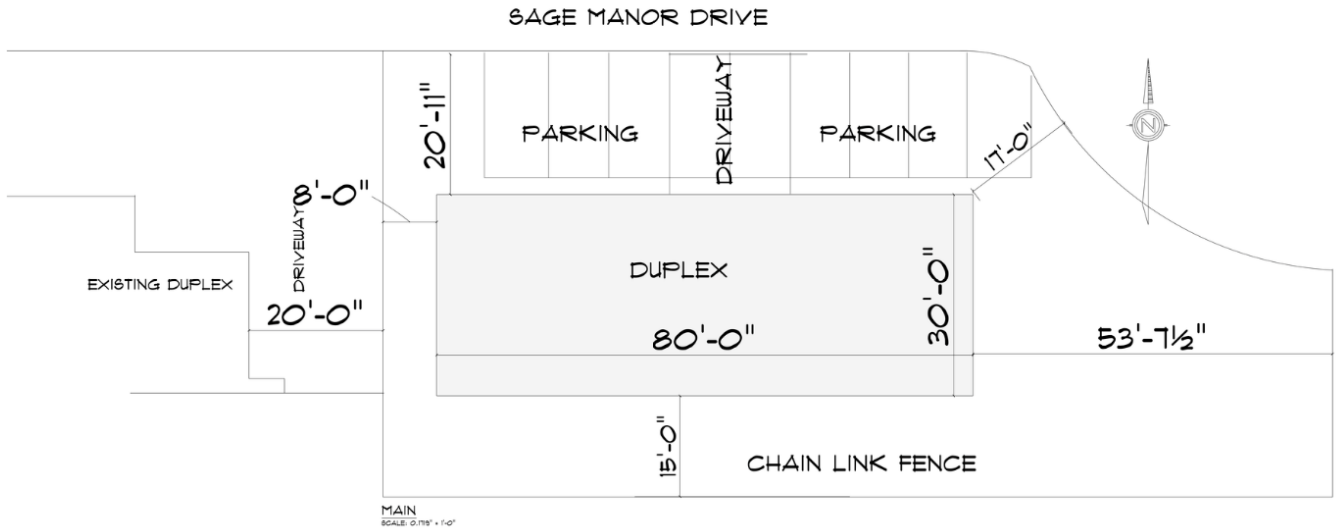
The applicant, Brian Cook, is requesting a Conditional Use Permit to add another duplex to his previously approved PUD. The applicant would provide another duplex for rental purposes and would build green space for the tenants.

Vicinity Map



Proposed Configuration

Phillip Cook Duplex 814X8



Analysis and Findings

The City Council may recommend approval, approval with conditions, or denial of the proposed Plat to the DRC.

Title 11 of the Ephraim City Code provides the standards which should be met to divide property within the city. Section 11.24.020 of the Code provides standards for the recommendation of approval of the Plat to the DRC. Staff has verified that the proposed Plat complies with the standards.

Recommendation

Staff recommends that the Council consider the issues outlined in this report regarding the proposed Conditional Use Permit Plat and vote to recommend to approve the Cook Duplex Permit based upon the following Findings of Fact and Conclusions of Law:

Findings of Fact

1. Philip Brian Cook is the fee title owner for the Sage Manor PUD
2. Parcel is approximately 2 acres in size.
3. Parcel is located at approximately 130 E 480 S
4. Parcel is a recorded PUD
5. The applicant is proposing to add an additional duplex to his previously recorded PUD.
6. The Planning Commission unanimously approved this application.
7. This application was noticed appropriately.

Conditions of Approval

1. Applicant must provide a 6-foot site obscuring fence around the sides and rear of the property. The minimum requirement is chain link with privacy slats.
2. Applicant must provide 1.5 parking spaces per bedroom.
3. All areas designed for parking must be paved.
4. Separate meters will be required for each unit.
5. 20% of the lot shall be maintained for landscaping or open green space. Water-wise landscaping is highly encouraged.
6. Applicant must provide amenities for tenants in the green space as was previously required in the approval of the PUD.
7. Lighting for safety must be provided, but all outdoor lighting must be dark sky compliant, warm in color and downward facing.
8. Applicant will work with Ephraim City Staff to ensure development meets Ephraim City Code and standards.
9. Applicant will apply for zoning and building permits separate from this approval.
10. Impact fees will be assessed as part of the zoning permit application.
11. Occupancy for the duplex will not be granted until the green space/amenities are provided for the tenants