



Hildale City Council Meeting

Wednesday, September 09, 2026 at 6:00 PM
320 East Newel Avenue, Hildale City, Utah 84784

Agenda

Notice is hereby given to the members of the Hildale City Council and the public, that the City Council will hold a public meeting on **Wednesday, September 09, 2026 at 6:00 p.m. (MDT)**, at 320 East Newel Avenue, Hildale City, Utah 84784.

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

Join Zoom Meeting

https://us06web.zoom.us/webinar/register/WN_vp5WjlykRoGYPKjjVhkyiQ

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

Welcome, Introduction and Preliminary Matters: Mayor Jessop

Roll Call of Council Attendees: City Recorder

Pledge of Allegiance: By Invitation of Mayor Jessop

Conflict of Interest Disclosures: Mayor and Council Members

Special Recognitions:

1. City Council Community Recognition and Appreciation Award
- [2.](#) Constitution Week Proclamation

Appointments to Boards or Commissions:

Public Presentations:

Approval of Minutes of Previous Meetings: Council Members

- [3.](#) City Council meeting minutes of August 12, 2026.

Oversight Items: 10 minutes - Mayor Jessop

- [4.](#) Financial Report and Invoice Register approval
- [5.](#) City Managers report (Department reports included)

Unfinished Council Business:

New Council Business:

- [6.](#) Consideration for adoption of a resolution authorizing the issuance and sale of not more than \$988,000 aggregate principal amount of Water Revenue Bonds, Series 2026 and related matters.
- [7.](#) Consider approval as recommended by the Planning Commission, of a request to rezone Parcel HD-SHCR-5-1 commonly addressed as 985 N Box Elder St., Hildale, UT from Public Facility (PF) to Highway Commercial (HC) Zone.

- [8.](#) Consider approval, as recommended by the Planning Commission, of a request to rezone Parcel HD-SHCR-2-31-B commonly addressed as 845 West Field Avenue, Hildale, UT from Residential Agriculture (RA-1) to Single-Family Residential .5 (RA-0.5) Zone
- [9.](#) Consider approval of chip seal paving with Lamb Excavation, Maxwell Park Infrastructure Project (from Williams Ave to the entrance of Maxwell Park), funded by Maxwell Park funds.
- [10.](#) Consider Approval to Execute Bureau of Land Management (BLM) Right-of-Way Grant Renewal (Serial No. UTUT106257989) and Authorize Payment of Associated Rental and Monitoring Fees for the City's Natural Gas Pipeline Crossing Federal Land
- [11.](#) Review of Hildale City's DRAFT Procurement Policy.

Public Comments: 3 minutes each - Discretion of Mayor Jessop

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

Calendar of Upcoming Events: 5 minutes - Mayor Jessop

- [12.](#) City Council Calendar

Closed Meeting: Request a closed meeting to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.

Adjournment: Mayor Jessop

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



**OFFICE OF THE MAYOR
PROCLAMATION
CONSTITUTION WEEK**

WHEREAS, September 17, 2026, marks the two hundred and thirty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, more than 200 years ago our forefathers adopted a Constitution that has since proven to be an enduring guide that has secured the blessings of liberty for every generation of Americans; and

WHEREAS, the Constitution's framework for establishing and preserving liberty, justice, and opportunity has enabled us to prosper as a Nation and thrive as a people; and

WHEREAS, it is fitting and proper to accord official recognition to this living document that defends the principles of democracy and freedom and allows our Nation to shine as a beacon of democracy, tolerance, compassion, and generosity; and

WHEREAS, educating our citizens about the principles of the Constitution allows us to reflect on the rights and privileges and citizenship and to work to ensure that the blessings of life, liberty and the pursuit of happiness endure and extend for generations to come; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW THEREFORE, I, Donia Jessop, Mayor of Hildale City, Utah, do proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

GIVEN, under my hand and Seal of Hildale City on this 9th day of September 2026.

Donia Jessop, Mayor
City of Hildale



Hildale City Council Meeting

Wednesday, August 12, 2026 at 6:00 PM

320 East Newel Avenue, Hildale City, Utah 84784

Minutes

Welcome, Introduction and Preliminary Matters: Mayor Jessop

Council Member Terrill Musser, acting as Mayor Pro Tempore, called the meeting to order at 6:01 pm.

Roll Call of Council Attendees: City Recorder

PRESENT

Council Member Luke Merideth
Council Member JVar Dutson
Council Member Terrill Musser
Council Member Darlene Stubbs (via zoom)

ABSENT

Mayor Donia Jessop (excused)
Council Member Lamont Black (excused)

STAFF

City Recorder Maxene Jessop
AP Clerk Miranda Jeffs
Police Chief Radley

Pledge of Allegiance: By Invitation of Mayor Jessop

Council Member Merideth led the pledge.

Conflict of Interest Disclosures: Mayor and Council Members

None

Special Recognitions:

Short Creek Festivities

1. City Council Community Recognition and Appreciation Award

Council Member Musser recognized the SE Festivities board and volunteers for eleven years of service, honoring their role in revitalizing the community through the Fourth of July tradition. Since 2015, the event has grown from an expected 250 attendees to thousands, fostering cohesion across Hildale, Colorado City, and St. George. The council presented the "Hildale City Welcome Home Appreciation Award," celebrating the group's dedication with the plaque's inscription: "The greatest traditions are built by willing hands, generous hearts, and a community that chooses to come together."

Kendall Pipkin (Vice President) recounted the event's origins in 2015 with George & Miriam, the unexpected turnout, the expansion to multiple events, the formation of a 501(c)(3), his service as president for three years, and the current leadership by Mayor Donia Jessop. He noted the event has worldwide fans and dedicated volunteers.

Council Member Dutson expressed gratitude for the volunteerism and the positive impact on the community.

Council Member Merideth offered supportive remarks, praising SC Festivities' perseverance and growth.

Appointments to Boards or Commissions:

None

Public Presentations:

None

Approval of Minutes of Previous Meetings: Council Members

2. City Council meeting minutes of: July 8, 2026, July 16, 2026 and August 05, 2026.

Council Member Musser noted a typographical correction in the July 8 minutes, a reference to "Council Member Duston" should be spelled "Dutson."

Motion made by Council Member Dutson to approve the minutes with the noted correction, seconded by Council Member Stubbs.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs

Motion Carried

Oversight Items: 10 minutes - Mayor Jessop

3. Financial Report and Invoice Register approval

Finance Director Sherrie Broadbent presented the financial report for June 2026, sharing her screen for the presentation.

Council Member Merideth asked if the budget could be expected to balance month-to-month following recent fiscal adjustments. Ms. Broadbent explained that revenues are time-dependent; for example, property tax revenue is primarily received in December, so a perfect monthly balance is not expected, but the overall financial health will be much better. She confirmed that the increased property tax rate will be reflected in the revenue received this December.

Council Member Dutson thanked Ms. Broadbent for her work, noting the improved clarity helps the council understand revenue fluctuations against consistent monthly expenses.

Council Member Musser asked for an explanation of the general fund's beginning negative balance of approximately \$1.5 million and ending balance of negative \$1.8 million, questioning how much was an operating deficit versus interfund obligations. Ms. Broadbent stated she is still working to fully reconcile these figures.

Council Member Dutson requested, for next month, an added checks-and-balances package for the "3.1 or 3.2 grant," clarified as the first grant the City received in the grant fund. He asked for a copy of the balance sheet for the grant fund and a breakdown of payments made against that grant over the last couple of years and the remaining balance. Ms. Broadbent confirmed she would compile a more thorough historical detail for Council review.

Motion made by Council Member Dutson to pay the bills as funds are made available, Seconded by Council Member Merideth. Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs

Motion Carried

4. City Admins report (Department reports included)

Council Member Musser noted that departmental reports were included in the council packet for review. He also expressed appreciation to Chief Radley and the volunteer firefighters for their work, as well as to Nathan Fischer and the City team for their service.

Public Hearings And Action Items:

5. The purpose of this hearing is to receive public comment on the proposed declaration and disposition of the following City-owned real property as surplus:

325 E Newel Ave, Parcel No. HD-SHCR-9-28

The purpose of this hearing was to receive public comments on the proposed declaration and disposition of City-owned real property as surplus. City Attorney Shawn Guzman noted the properties are considered "significant parcels" (anticipated value of at least \$500,000) under City ordinance, requiring a public hearing prior to declaration as surplus.

Properties Noticed:

- 325 East Noel Avenue (old WIC office location), Parcel No. HDSHCR-9-28
- 1340 West Uzona Avenue, Parcel No. HD-HDIP-27

Public hearing for item 5 & 7 were combined. Public hearing was opened at 6:29 pm.

Motion made by Council Member Dutson to open a public hearing for the purpose of receiving public comment on the disposition and declaration of City-owned real property at 325 East Newel Avenue and 1340 West Uzona Avenue, Seconded by Council Member Stubbs.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs

Public hearing for items 5 & 7 were combined. Public hearing was opened at 6:29 pm.

Mayor Pro Tem Musser invited public comment in person and online. No public comment was received.

Mayor Pro Tem Musser declared the public hearing was closed at 6:30 pm. City Attorney Guzman confirmed a motion was not required to close.

6. Consider approval of declaration and disposition of the following City-owned real property as surplus:

325 E Newel Ave, Parcel No. HD-SHCR-9-28

Action items 6 and 8 were combined.

City Attorney Shawn Guzman clarified the action is to declare the properties surplus, which enables but does not obligate the City to sell them.

Motion made by Council Member Dutson to approve the declaration and disposition of the following City-owned real property as surplus: 325 East Noel Avenue, Parcel No. HD-SHCR-9-28 and 1340 West Uzona Avenue, Parcel No. HD-HDIP-27, Seconded by Council Member Merideth.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs

Motion Carried

7. The purpose of this hearing is to receive public comment on the proposed declaration and disposition of the following City-owned real property as surplus:

1340 West Uzona Ave, Parcel No. HD-HDIP-27

8. Consider approval of declaration and disposition of the following City-owned real property as surplus:

1340 West Uzona Ave, Parcel No. HD-HDIP-27

9. The purpose of this hearing is to receive public comment regarding the adoption of the Water Conservation Plan dated February 27, 2026.

The public hearing was declared open at 6:35 PM.

Utility Director Postema presented remotely.

The Water Conservation Plan (dated February 27, 2026) is required by the State of Utah for grant eligibility, including the current booster pump station grant.

The plan was reviewed by the Utility Board and Planning & Zoning Board, with edits made based on comments. The State has confirmed the plan meets its criteria.

No public comments were received.

The public hearing was declared closed at 6:37 PM

10. Consider approval of Resolution number 2026-08-01 adopting the Water Conservation Plan.

Council Member Merideth asked if adoption changes current drought/rationing stages; Mr. Postema confirmed it does not.

Council Member Merideth asked about meter sizes for large users. Mr. Postema provided examples of meter sizes for various uses (residential, duplex, commercial).

Council Member Dutson asked if previously discussed changes were incorporated; Mr. Postema confirmed they were, noting a focus on outdoor use, future landscaping requirements, and indoor conservation rebates.

Council Member Dutson inquired whether the water conservation plan requires annual re-approval or re-submission for grant eligibility.

Utility Director Postema clarified that the plan is an ongoing program and does not expire annually, allowing the city to pursue state and federal grants without needing to re-adopt the entire document. He confirmed that the city can amend specific portions of the plan as requirements change without needing to replace the entire document

Motion made by Council Member Dutson to approve Resolution 2026-08-01 adopting the updated Water Conservation Plan as presented, Seconded by Council Member Merideth.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs

Motion Carried

Public Comments: 3 minutes each - Discretion of Mayor Jessop

Mayor Pro Tem Musser opened the floor for public comments. No public comments were received in person or online.

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

Council Member Merideth expressed gratitude to EMS and local law enforcement with the start of school, noting increased safety needs around intersections.

Council Member Dutson requested law enforcement conduct educational outreach with the school district to enhance safety at the start of the school year. Chief Radley responded that officers typically conduct such safety assemblies. Council Member Dutson also thanked law enforcement and staff for their preparedness and response during a recent local emergency. He requested that Council Member Musser's detailed public explanation on Facebook regarding property tax increases be formally added to the City's historical records. Mayor Pro Tem

Musser directed City Recorder Jessop to note and forward the request.

Council Member Musser thanked staff for their responsiveness to document requests and reminded the public that records are available and accessible at City Hall.

Calendar of Upcoming Events: 5 minutes - Mayor Jessop

11. City Council Calendar

Mayor Pro Tem Terrill Musser noted the events on the calendar included in the packet.

Adjournment: Mayor Jessop

Motion made by Council Member Dutson to adjourn meeting, Seconded by Council Member Merideth.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs

Meeting adjourned at 6:54 pm.

Minutes were approved at the City Council Meeting on _____.

Maxene Jessop, City Recorder

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title
0111750						
CUSTOMER DEPOSIT RE	6459701 08132	6459701 CUSTOMER OVERPAYMENT	08/13/2026	268.00	COMBINED CASH	01-11750 CASH - CLEARING
Total 0111750:				268.00		
1121312						
ARIZONA STRIP LANDFIL	COLL 0726	LANDFILL SERVICES	08/11/2026	43,116.80	GENERAL FUND	11-21312 DUE TO AZ ST
Total 1121312:				43,116.80		
1138248						
CUSTOMER DEPOSIT RE	26-001	PARK CLEAN-UP DEPOSIT REFUND	07/10/2026	100.00	GENERAL FUND	11-38-248 EVENT FEES
Total 1138248:				100.00		
1141110						
TOWN OF COLORADO CI	11879	GF PAYROLL	07/16/2026	305.06	GENERAL FUND	11-41-110 SALARIES-PE
TOWN OF COLORADO CI	11906	GF PAYROLL	07/29/2026	295.22	GENERAL FUND	11-41-110 SALARIES-PE
TOWN OF COLORADO CI	11934	GF PAYROLL	08/13/2026	295.09	GENERAL FUND	11-41-110 SALARIES-PE
Total 1141110:				895.37		
1141114						
TOWN OF COLORADO CI	11879	GF CITY TREASURER	07/16/2026	182.95	GENERAL FUND	11-41-114 TREASURER
TOWN OF COLORADO CI	11906	GF CITY TREASURER	07/29/2026	179.20	GENERAL FUND	11-41-114 TREASURER
TOWN OF COLORADO CI	11934	GF CITY TREASURER	08/13/2026	182.95	GENERAL FUND	11-41-114 TREASURER
Total 1141114:				545.10		
1141115						
TOWN OF COLORADO CI	11879	GF CITY RECORDER	07/16/2026	996.00	GENERAL FUND	11-41-115 RECORDER
TOWN OF COLORADO CI	11906	GF CITY RECORDER	07/29/2026	996.00	GENERAL FUND	11-41-115 RECORDER
TOWN OF COLORADO CI	11934	GF CITY RECORDER	08/13/2026	996.00	GENERAL FUND	11-41-115 RECORDER
Total 1141115:				2,988.00		
1141117						
SINTONIA INC	2026-017	CITY ATTORNEY - JULY 2026 - 33% GF	07/29/2026	1,650.00	GENERAL FUND	11-41-117 ATTORNEY
Total 1141117:				1,650.00		
1141130						
TOWN OF COLORADO CI	11879	GF PAYROLL TAXES	07/16/2026	167.50	GENERAL FUND	11-41-130 PAYROLL TAX
TOWN OF COLORADO CI	11906	GF PAYROLL TAXES	07/29/2026	176.07	GENERAL FUND	11-41-130 PAYROLL TAX
TOWN OF COLORADO CI	11934	GF PAYROLL TAXES	08/13/2026	170.41	GENERAL FUND	11-41-130 PAYROLL TAX
Total 1141130:				513.98		
1141140						
TOWN OF COLORADO CI	11879	GF BENEFITS	07/16/2026	664.71	GENERAL FUND	11-41-140 BENEFITS-OT
TOWN OF COLORADO CI	11906	GF BENEFITS	07/29/2026	250.39	GENERAL FUND	11-41-140 BENEFITS-OT
TOWN OF COLORADO CI	11934	GF BENEFITS	08/13/2026	260.24	GENERAL FUND	11-41-140 BENEFITS-OT

Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title
Total 1141140:				1,175.34		
1141210						
ZION'S BANK	0726 OS	Canva Subscription	07/01/2026	108.85	GENERAL FUND	11-41-210 BOOKS, SUBS
ZION'S BANK	0726 OS	Plaud LLC - Yearly Subscription	07/01/2026	255.47	GENERAL FUND	11-41-210 BOOKS, SUBS
Total 1141210:				364.32		
1141230						
ZION'S BANK	0726 LT	UT Association of Public Treasurers - Me	07/09/2026	75.00	GENERAL FUND	11-41-230 TRAVEL & TRA
Total 1141230:				75.00		
1141240						
ZION'S BANK	0726 OS	Amazon - Office Supplies	07/01/2026	13.61	GENERAL FUND	11-41-240 OFFICE EXPE
ZION TROPHIES AND AW	2362	COMMUNITY RECOGNITION PLAQUE-	08/10/2026	49.00	GENERAL FUND	11-41-240 OFFICE EXPE
Total 1141240:				62.61		
1141241						
LES OLSON COMPANY	EA1721906	MAINTENANCE CONTRACT - 25% AD	08/18/2026	83.66	GENERAL FUND	11-41-241 COPIER & PRI
Total 1141241:				83.66		
1141242						
TOWN OF COLORADO CI	11879	Admin Fee	07/16/2026	181.08	GENERAL FUND	11-41-242 PAYROLL FEE
TOWN OF COLORADO CI	11906	Admin Fee	07/29/2026	153.46	GENERAL FUND	11-41-242 PAYROLL FEE
TOWN OF COLORADO CI	11934	Admin Fee	08/13/2026	146.30	GENERAL FUND	11-41-242 PAYROLL FEE
Total 1141242:				480.84		
1141257						
TOWN OF COLORADO CI	11911	Gasoline Used from Public Works - Admi	08/03/2026	165.24	GENERAL FUND	11-41-257 FUEL
Total 1141257:				165.24		
1141271						
MOUNTAIN MESA, LLC	6907	REPLACEMENT WINDOW - INNOVATI	06/18/2026	1,184.00	GENERAL FUND	11-41-271 MAINT & SUPP
Total 1141271:				1,184.00		
1141280						
HILDALE CITY UTILITIES	6077001-0726	CITY HALL UTILITIES 33% ADMIN	08/11/2026	115.00	GENERAL FUND	11-41-280 UTILITIES
HILDALE CITY UTILITIES	6231904-0726	INNOVATION CENTER UTILITIES	08/11/2026	202.82	GENERAL FUND	11-41-280 UTILITIES
Total 1141280:				317.82		
1141285						
GARKANE ENERGY	1711203 0726	INNOVATION CENTER POWER	07/16/2026	298.32	GENERAL FUND	11-41-285 POWER
GARKANE ENERGY	1711203 0826	INNOVATION CENTER POWER	08/19/2026	322.83	GENERAL FUND	11-41-285 POWER
GARKANE ENERGY	1772500 0726	CITY HALL POWER 33% - ADMIN	07/16/2026	220.92	GENERAL FUND	11-41-285 POWER
GARKANE ENERGY	1772500 0826	CITY HALL POWER 33% - ADMIN	08/19/2026	246.12	GENERAL FUND	11-41-285 POWER
Total 1141285:				1,088.19		
1141287						
SOUTH CENTRAL COMM	8297800 0826	CITY HALL PHONES & FAX LINES - 33	08/01/2026	331.72	GENERAL FUND	11-41-287 TELEPHONE

Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title
VERIZON WIRELESS	6148635570	WIRELESS SERVICE - ADMIN 57%	07/14/2026	151.40	GENERAL FUND	11-41-287 TELEPHONE
Total 1141287:				483.12		
1141310						
ZION'S BANK	0726 DJ	Washington County Recorder - To Recor	07/08/2026	307.50	GENERAL FUND	11-41-310 PROFESSION
ZION'S BANK	0726 DJ	Washington County Recorder - To Recor	07/08/2026	64.58	GENERAL FUND	11-41-310 PROFESSION
ZION'S BANK	0726 OS	The Spectrum Newspaper - Tax Notice P	07/01/2026	73.69	GENERAL FUND	11-41-310 PROFESSION
ZION'S BANK	0726 OS	Paypal - Tax Notice Posting to the UT Le	07/01/2026	120.00	GENERAL FUND	11-41-310 PROFESSION
ZION'S BANK	0726 OS	The Spectrum Newspaper - Tax Notice P	07/01/2026	6.11	GENERAL FUND	11-41-310 PROFESSION
KCHM LLC	5748	PROFESSIONAL ACCOUNTING SERVI	08/05/2026	2,381.25	GENERAL FUND	11-41-310 PROFESSION
Total 1141310:				2,953.13		
1141316						
EXECUTECH UTAH, INC.	UTH-257802	OFFICE 365 G3 GCC (GOVERNMENT)	07/15/2026	246.34	GENERAL FUND	11-41-316 INFORMATION
EXECUTECH UTAH, INC.	UTH-257803	IT MANGEMENT SERVICES ADMIN 30	07/15/2026	1,415.88	GENERAL FUND	11-41-316 INFORMATION
Total 1141316:				1,662.22		
1141510						
WCF	8385523	WORKERS COMP. INSUR. - 20% GF	07/17/2026	259.55	GENERAL FUND	11-41-510 INSURANCE
OLYMPUS INSURANCE A	17744	INSURANCE FEES - 20% GF	08/14/2026	44,027.40	GENERAL FUND	11-41-510 INSURANCE
Total 1141510:				44,286.95		
1141743						
THE BANCORP BANK, N.	743385	2023 Toyota RAV4 Hybrid LE 4D SUV A	07/31/2026	2,940.25	GENERAL FUND	11-41-743 EQUIPMENT -
Total 1141743:				2,940.25		
1142110						
TOWN OF COLORADO CI	11879	COURT PAYROLL	07/16/2026	1,945.97	GENERAL FUND	11-42-110 SALARIES-PE
TOWN OF COLORADO CI	11906	COURT PAYROLL	07/29/2026	1,830.58	GENERAL FUND	11-42-110 SALARIES-PE
TOWN OF COLORADO CI	11934	COURT PAYROLL	08/13/2026	1,718.99	GENERAL FUND	11-42-110 SALARIES-PE
Total 1142110:				5,495.54		
1142130						
TOWN OF COLORADO CI	11879	COURT PAYROLL TAX & BENEFITS	07/16/2026	839.54	GENERAL FUND	11-42-130 PAYROLL TAX
TOWN OF COLORADO CI	11906	COURT PAYROLL TAX & BENEFITS	07/29/2026	328.01	GENERAL FUND	11-42-130 PAYROLL TAX
TOWN OF COLORADO CI	11934	COURT PAYROLL TAX & BENEFITS	08/13/2026	304.19	GENERAL FUND	11-42-130 PAYROLL TAX
Total 1142130:				1,471.73		
1142310						
Chris W. Burow	1567	UT STATE CERTIFIED COURT INTERP	08/20/2026	81.00	GENERAL FUND	11-42-310 PROFESSION
Total 1142310:				81.00		
1142550						
UTAH STATE TREASURE	TC-55 0726	COURT SURCHARGES JULY 2026	08/04/2026	3,586.97	GENERAL FUND	11-42-550 FINES, SURCH
Total 1142550:				3,586.97		
1143980						
TOWN OF COLORADO CI	11931	POLICE SERVICE IGA	08/03/2026	23,624.76	GENERAL FUND	11-43-980 INTRA-GOVT C

Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title	
Total 1143980:				23,624.76			
1144810							
Flagstar Public Funding Co	500491001070	AMBULANCE LOAN PAYMENT	07/01/2026	17,950.88	GENERAL FUND	11-44-810	FD BEMS GRA
Total 1144810:				17,950.88			
1144811							
FIRST RESPONDERS FIR	HILDALE CITY-	24/7 Support, Training, Therapy	08/07/2026	850.00	GENERAL FUND	11-44-811	FD ASSISTANC
Total 1144811:				850.00			
1144850							
DE LAGE LADEN FINANC	598338954	TAHOE - FIRST RESPONDER VEHICLE	08/19/2026	2,724.00	GENERAL FUND	11-44-850	DEBT SERVIC
Total 1144850:				2,724.00			
1144980							
COLORADO CITY FIRE D	2526110	FIRE DEPT IGA AUGUST 2026	08/01/2026	14,165.00	GENERAL FUND	11-44-980	INTRA-GOVT C
Total 1144980:				14,165.00			
1145110							
TOWN OF COLORADO CI	11879	BLDG PAYROLL	07/16/2026	862.37	GENERAL FUND	11-45-110	SALARIES-PE
TOWN OF COLORADO CI	11906	BLDG PAYROLL	07/29/2026	831.20	GENERAL FUND	11-45-110	SALARIES-PE
TOWN OF COLORADO CI	11934	BLDG PAYROLL	08/13/2026	910.30	GENERAL FUND	11-45-110	SALARIES-PE
Total 1145110:				2,603.87			
1146980							
TOWN OF COLORADO CI	11932	TOCC DISPATCH IGA MONTHLY PMT	08/03/2026	4,625.00	GENERAL FUND	11-46-980	INTRA-GOVT C
Total 1146980:				4,625.00			
1147110							
TOWN OF COLORADO CI	11879	PUBLIC WRKS STREETS PAYROLL	07/16/2026	1,610.00	GENERAL FUND	11-47-110	SALARIES-PE
TOWN OF COLORADO CI	11906	PUBLIC WRKS STREETS PAYROLL	07/29/2026	1,552.06	GENERAL FUND	11-47-110	SALARIES-PE
TOWN OF COLORADO CI	11934	PUBLIC WRKS STREETS PAYROLL	08/13/2026	1,596.22	GENERAL FUND	11-47-110	SALARIES-PE
Total 1147110:				4,758.28			
1147130							
TOWN OF COLORADO CI	11879	PUBLIC WRKS STREETS PAYROLL TA	07/16/2026	119.82	GENERAL FUND	11-47-130	PAYROLL TAX
TOWN OF COLORADO CI	11906	PUBLIC WRKS STREETS PAYROLL TA	07/29/2026	118.74	GENERAL FUND	11-47-130	PAYROLL TAX
TOWN OF COLORADO CI	11934	PUBLIC WRKS STREETS PAYROLL TA	08/13/2026	118.77	GENERAL FUND	11-47-130	PAYROLL TAX
Total 1147130:				357.33			
1147140							
TOWN OF COLORADO CI	11879	PUBLIC WRKS PAYROLL BENEFITS	07/16/2026	614.09	GENERAL FUND	11-47-140	BENEFITS-OT
TOWN OF COLORADO CI	11906	PUBLIC WRKS PAYROLL BENEFITS	07/29/2026	249.69	GENERAL FUND	11-47-140	BENEFITS-OT
TOWN OF COLORADO CI	11934	PUBLIC WRKS PAYROLL BENEFITS	08/13/2026	256.12	GENERAL FUND	11-47-140	BENEFITS-OT
Total 1147140:				1,119.90			
1147257							
TOWN OF COLORADO CI	11911	Gasoline Used from Public Works - Stree	08/03/2026	196.44	GENERAL FUND	11-47-257	FUEL

Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title
TOWN OF COLORADO CI	11911	Diesel Fuel Used from Public Works - Str	08/03/2026	660.00	GENERAL FUND	11-47-257 FUEL
TOWN OF COLORADO CI	11911	Administration Fee	08/03/2026	17.89	GENERAL FUND	11-47-257 FUEL
Total 1147257:				874.33		
1147272						
CENTURY EQUIPMENT C	CP89338	Thermostat for CASE	08/19/2026	161.66	GENERAL FUND	11-47-272 MAINT & SUPP
Total 1147272:				161.66		
1147286						
GARKANE ENERGY	1790000 0726	STREET LIGHTS POWER	07/16/2026	489.71	GENERAL FUND	11-47-286 STREET LIGHT
GARKANE ENERGY	1790000 0826	STREET LIGHTS POWER	08/19/2026	489.71	GENERAL FUND	11-47-286 STREET LIGHT
Total 1147286:				979.42		
1148110						
TOWN OF COLORADO CI	11879	PUBLIC WORKS PARKS	07/16/2026	2,205.49	GENERAL FUND	11-48-110 SALARIES-PE
TOWN OF COLORADO CI	11906	PUBLIC WORKS PARKS	07/29/2026	1,804.32	GENERAL FUND	11-48-110 SALARIES-PE
TOWN OF COLORADO CI	11934	PUBLIC WORKS PARKS	08/13/2026	1,825.10	GENERAL FUND	11-48-110 SALARIES-PE
Total 1148110:				5,834.91		
1148130						
TOWN OF COLORADO CI	11879	PUBLIC WORKS PARKS TAXES	07/16/2026	166.81	GENERAL FUND	11-48-130 PAYROLL TAX
TOWN OF COLORADO CI	11906	PUBLIC WORKS PARKS TAXES	07/29/2026	138.03	GENERAL FUND	11-48-130 PAYROLL TAX
TOWN OF COLORADO CI	11934	PUBLIC WORKS PARKS TAXES	08/13/2026	137.71	GENERAL FUND	11-48-130 PAYROLL TAX
Total 1148130:				442.55		
1148140						
TOWN OF COLORADO CI	11879	PUBLIC WORKS PARKS BENEFITS	07/16/2026	817.84	GENERAL FUND	11-48-140 BENEFITS-OT
TOWN OF COLORADO CI	11906	PUBLIC WORKS PARKS BENEFITS	07/29/2026	243.08	GENERAL FUND	11-48-140 BENEFITS-OT
TOWN OF COLORADO CI	11934	PUBLIC WORKS PARKS BENEFITS	08/13/2026	245.88	GENERAL FUND	11-48-140 BENEFITS-OT
Total 1148140:				1,306.80		
1148272						
ZION'S BANK	0726 OS	Amazon - Lawn Mower Blades - Park	07/01/2026	49.34	GENERAL FUND	11-48-272 MAINT & SUPP
Brady Industries	12029478 (2)	SMALL ORDER FEE	07/28/2026	.10	GENERAL FUND	11-48-272 MAINT & SUPP
Total 1148272:				49.44		
1148273						
BASIC AMERICAN SUPPL	793582 (2)	PARK INTERNET BOX	07/02/2026	14.49	GENERAL FUND	11-48-273 MAINT & SUPP
Total 1148273:				14.49		
1148280						
HILDALE CITY UTILITIES	6217001-0726	MAXWELL PARK UTILITIES	08/11/2026	301.55	GENERAL FUND	11-48-280 UTILITIES
Total 1148280:				301.55		
1148285						
GARKANE ENERGY	1684200 0726	MAXWELL PARK POWER	07/16/2026	168.23	GENERAL FUND	11-48-285 POWER
GARKANE ENERGY	1684200 0826	MAXWELL PARK POWER	08/19/2026	129.92	GENERAL FUND	11-48-285 POWER

Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title	
Total 1148285:				298.15			
1148287							
SOUTH CENTRAL COMM	16343900 0826	MAXWELL PARK INTERNET	08/01/2026	208.35	GENERAL FUND	11-48-287	TELEPHONE I
Total 1148287:				208.35			
1148850							
THE BANCORP BANK, N.	743385	2023 GMC Sierra 1500 W/T Crew Cab 4	07/31/2026	6,685.00	GENERAL FUND	11-48-850	DEBT SERVIC
Total 1148850:				6,685.00			
1149410							
ZION'S BANK	0726 NF	Costco Sports Program	06/30/2026	37.96	GENERAL FUND	11-49-410	SPECIAL PROJ
ZION'S BANK	0726 OS	Walmart - Snacks for Youth Sports	07/01/2026	65.60	GENERAL FUND	11-49-410	SPECIAL PROJ
ZION'S BANK	0726 OS	Walmart - Snacks for Youth Sports	07/01/2026	2.54	GENERAL FUND	11-49-410	SPECIAL PROJ
ZION'S BANK	0726 OS	Walmart - Snacks for Youth Sports	07/01/2026	.80	GENERAL FUND	11-49-410	SPECIAL PROJ
ZION'S BANK	0726 OS	Walmart - Snacks for Youth Sports	07/01/2026	3.06	GENERAL FUND	11-49-410	SPECIAL PROJ
ZION'S BANK	0726 OS	Walmart - Snacks for Youth Sports	07/01/2026	84.29	GENERAL FUND	11-49-410	SPECIAL PROJ
BASIC AMERICAN SUPPL	794351 (2)	YOUTH SPORTS EQUIPMENT & UNIF	07/06/2026	63.55	GENERAL FUND	11-49-410	SPECIAL PROJ
BASIC AMERICAN SUPPL	794856 (2)	SC FESTIVITIES/HILDALE CITY BIN @	07/08/2026	4.98	GENERAL FUND	11-49-410	SPECIAL PROJ
Total 1149410:				262.78			
4149700							
HILDALE CITY UTILITIES	6238007-0726	Maxwell Park Headquarters Building Utili	08/11/2026	107.51	HILDALE CITY GRA	41-49-700	G/L/A INDUST
TOWN OF COLORADO CI	11875	Public Works Time and Materials for Max	07/14/2026	9,128.00	HILDALE CITY GRA	41-49-700	G/L/A INDUST
GARKANE ENERGY	1755204 0726	Maxwell Park Headquarters Building Po	07/16/2026	31.74	HILDALE CITY GRA	41-49-700	G/L/A INDUST
GARKANE ENERGY	1755204 0826	Maxwell Park Headquarters Building Po	08/19/2026	31.67	HILDALE CITY GRA	41-49-700	G/L/A INDUST
JONES & DEMILLE ENGI	0142192	2025 MAXWELL PARK RENOVATION S	08/25/2026	22,842.55	HILDALE CITY GRA	41-49-700	G/L/A INDUST
PROSPECTION CONSUL	116	MAXWELL PARK IMPROVEMENT PRO	08/07/2026	5,678.00	HILDALE CITY GRA	41-49-700	G/L/A INDUST
PROSPECTION CONSUL	117	MAXWELL PARK IMPROVEMENT PRO	08/28/2026	5,678.00	HILDALE CITY GRA	41-49-700	G/L/A INDUST
Total 4149700:				43,497.47			
6541110							
TOWN OF COLORADO CI	11879	JAF PAYROLL	07/16/2026	25,563.82	JOINT ADMINISTR	65-41-110	SALARIES-PE
TOWN OF COLORADO CI	11906	JAF PAYROLL	07/29/2026	26,014.74	JOINT ADMINISTR	65-41-110	SALARIES-PE
TOWN OF COLORADO CI	11934	JAF PAYROLL	08/13/2026	24,360.66	JOINT ADMINISTR	65-41-110	SALARIES-PE
Total 6541110:				75,939.21			
6541114							
TOWN OF COLORADO CI	11879	JAF CITY TREASURER	07/16/2026	1,646.55	JOINT ADMINISTR	65-41-114	TREASURER
TOWN OF COLORADO CI	11906	JAF CITY TREASURER	07/29/2026	1,612.80	JOINT ADMINISTR	65-41-114	TREASURER
TOWN OF COLORADO CI	11934	JAF CITY TREASURER	08/13/2026	1,646.55	JOINT ADMINISTR	65-41-114	TREASURER
Total 6541114:				4,905.90			
6541115							
TOWN OF COLORADO CI	11879	JAF CITY RECORDER	07/16/2026	996.00	JOINT ADMINISTR	65-41-115	RECORDER
TOWN OF COLORADO CI	11906	JAF CITY RECORDER	07/29/2026	996.00	JOINT ADMINISTR	65-41-115	RECORDER
TOWN OF COLORADO CI	11934	JAF CITY RECORDER	08/13/2026	996.00	JOINT ADMINISTR	65-41-115	RECORDER
Total 6541115:				2,988.00			

Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title	
6541117							
SINTONIA INC	2026-017	CITY ATTORNEY - JULY 2026 - 67% JU	07/29/2026	3,350.00	JOINT ADMINISTR	65-41-117	ATTORNEY SA
Total 6541117:				3,350.00			
6541130							
TOWN OF COLORADO CI	11879	JAF PAYROLL TAXES	07/16/2026	2,061.06	JOINT ADMINISTR	65-41-130	PAYROLL TAX
TOWN OF COLORADO CI	11906	JAF PAYROLL TAXES	07/29/2026	2,189.69	JOINT ADMINISTR	65-41-130	PAYROLL TAX
TOWN OF COLORADO CI	11934	JAF PAYROLL TAXES	08/13/2026	1,969.05	JOINT ADMINISTR	65-41-130	PAYROLL TAX
Total 6541130:				6,219.80			
6541140							
TOWN OF COLORADO CI	11879	JAF BENEFITS	07/16/2026	9,970.49	JOINT ADMINISTR	65-41-140	BENEFITS-OT
TOWN OF COLORADO CI	11906	JAF BENEFITS	07/29/2026	4,040.29	JOINT ADMINISTR	65-41-140	BENEFITS-OT
TOWN OF COLORADO CI	11934	JAF BENEFITS	08/13/2026	3,811.67	JOINT ADMINISTR	65-41-140	BENEFITS-OT
TOWN OF COLORADO CI	11935	Tuition Reimbursement Fund Portion	08/01/2026	301.97	JOINT ADMINISTR	65-41-140	BENEFITS-OT
Total 6541140:				18,124.42			
6541144							
ZION'S BANK	0726 LT	Usps PO - Stamps & Shipping fees for L	07/09/2026	468.00	JOINT ADMINISTR	65-41-144	PRINT AND PO
The Data Center, LLC	72354	FULL COLOR STATEMENTS & POSTA	08/14/2026	847.26	JOINT ADMINISTR	65-41-144	PRINT AND PO
Total 6541144:				1,315.26			
6541230							
EMPLOYEE REIMBURSE	082026	TRAVEL/MEAL REIMBURSE. FOR TRIP	08/20/2026	58.00	JOINT ADMINISTR	65-41-230	TRAVEL & TRA
Total 6541230:				58.00			
6541240							
ZION'S BANK	0726 OS	Amazon - Office Supplies	07/01/2026	13.62	JOINT ADMINISTR	65-41-240	OFFICE EXPE
ZION'S BANK	0726 OS	Amazon - Office Supplies	07/01/2026	20.19	JOINT ADMINISTR	65-41-240	OFFICE EXPE
Total 6541240:				33.81			
6541242							
TOWN OF COLORADO CI	11879	Admin Fee	07/16/2026	336.28	JOINT ADMINISTR	65-41-242	PAYROLL FEE
TOWN OF COLORADO CI	11906	Admin Fee	07/29/2026	285.00	JOINT ADMINISTR	65-41-242	PAYROLL FEE
TOWN OF COLORADO CI	11934	Admin Fee	08/13/2026	271.71	JOINT ADMINISTR	65-41-242	PAYROLL FEE
Total 6541242:				892.99			
6541250							
LES OLSON COMPANY	EA1721906	MAINTENANCE CONTRACT - 75% UT	08/18/2026	250.97	JOINT ADMINISTR	65-41-250	EQUIPMENT S
WHEELER MACHINERY C	SS000634286	HYDRAULIC HOSES REPLACEMENT F	08/05/2026	5,003.26	JOINT ADMINISTR	65-41-250	EQUIPMENT S
ZION'S BANK	0726 OS	DJB Gas Service - Torch Tank Rental for	07/01/2026	29.14	JOINT ADMINISTR	65-41-250	EQUIPMENT S
ZION'S BANK	0726 OS	All Security Equipment - Gate Opener	07/01/2026	159.53	JOINT ADMINISTR	65-41-250	EQUIPMENT S
ZION'S BANK	0726 OS	All Security Equipment - Gate Opener	07/01/2026	159.53	JOINT ADMINISTR	65-41-250	EQUIPMENT S
ZION'S BANK	0726 OS	Amazon - LiftMaster Remote Garage Op	07/01/2026	56.99	JOINT ADMINISTR	65-41-250	EQUIPMENT S
ZION'S BANK	0726 OS	Amazon - Batteries for Lab Shop	07/01/2026	52.96	JOINT ADMINISTR	65-41-250	EQUIPMENT S
ZION'S BANK	0726 US	CMC Tire - Tube for Backhoe	06/30/2026	128.50	JOINT ADMINISTR	65-41-250	EQUIPMENT S
PREFERRED PARTS	15048-226641	MAINTENANCE FOR TRUCK #3181	08/06/2026	65.21	JOINT ADMINISTR	65-41-250	EQUIPMENT S
CENTURY EQUIPMENT C	CP89216	FILTERS FOR CASE 3802	07/27/2026	570.50	JOINT ADMINISTR	65-41-250	EQUIPMENT S
BASIC AMERICAN SUPPL	801350	ANT KILLER FOR THE SHOP	08/06/2026	8.99	JOINT ADMINISTR	65-41-250	EQUIPMENT S
BASIC AMERICAN SUPPL	805023	SHOP MAINTENANCE	08/24/2026	9.49	JOINT ADMINISTR	65-41-250	EQUIPMENT S

Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title
Total 6541250:				6,495.07		
6541257						
TOWN OF COLORADO CI	11911	Gas Utilities Amount	08/03/2026	3,652.76	JOINT ADMINISTR	65-41-257 FUEL
TOWN OF COLORADO CI	11911	Administration Fee Utilities	08/03/2026	71.39	JOINT ADMINISTR	65-41-257 FUEL
Total 6541257:				3,724.15		
6541260						
UNIFIRST CORPORATIO	2310084761	LAUNDRY	07/06/2026	37.37	JOINT ADMINISTR	65-41-260 TOOLS & EQUI
UNIFIRST CORPORATIO	2310087455	UNIFORM LAUNDRY	08/10/2026	46.08	JOINT ADMINISTR	65-41-260 TOOLS & EQUI
BASIC AMERICAN SUPPL	803476	SMALL TOOLS FOR UTILITY DEPT.	08/17/2026	29.99	JOINT ADMINISTR	65-41-260 TOOLS & EQUI
EMPLOYEE REIMBURSE	081226	BOOT REIMBURSEMENT	08/12/2026	200.00	JOINT ADMINISTR	65-41-260 TOOLS & EQUI
Total 6541260:				313.44		
6541280						
HILDALE CITY UTILITIES	3180001-0726	SEWER TREATMENT PLANT/LAB SHO	08/11/2026	288.85	JOINT ADMINISTR	65-41-280 UTILITIES
HILDALE CITY UTILITIES	6077001-0726	CITY HALL UTILITIES 67% UTILITIES	08/11/2026	233.49	JOINT ADMINISTR	65-41-280 UTILITIES
Total 6541280:				522.34		
6541285						
GARKANE ENERGY	1772500 0726	CITY HALL POWER 67% - UTILITIES	07/16/2026	448.53	JOINT ADMINISTR	65-41-285 POWER
GARKANE ENERGY	1772500 0826	CITY HALL POWER 67% - UTILITIES	08/19/2026	499.70	JOINT ADMINISTR	65-41-285 POWER
GARKANE ENERGY	1782300 0726	LAB SHOP POWER	07/16/2026	716.82	JOINT ADMINISTR	65-41-285 POWER
GARKANE ENERGY	1782300 0826	LAB SHOP POWER	08/19/2026	722.06	JOINT ADMINISTR	65-41-285 POWER
Total 6541285:				2,387.11		
6541287						
SOUTH CENTRAL COMM	8297800 0826	CITY HALL PHONES & FAX LINES - 67	08/01/2026	673.50	JOINT ADMINISTR	65-41-287 TELEPHONE
VERIZON WIRELESS	6148635570	WIRELESS SERVICE - UTILITIES 43%	07/14/2026	114.22	JOINT ADMINISTR	65-41-287 TELEPHONE
Total 6541287:				787.72		
6541310						
JERALD A POSTEMA	1113-26	Utilities Director Contract For June 2026	08/02/2026	9,623.58	JOINT ADMINISTR	65-41-310 PROFESSION
HOLIDAY RESORT MANA	072026	AUGUST 2026 RENT & TRANSACTION	07/20/2026	1,002.49	JOINT ADMINISTR	65-41-310 PROFESSION
HOLIDAY RESORT MANA	082026	SEPT 2026 RENT & TRANSACTION FE	08/20/2026	1,002.49	JOINT ADMINISTR	65-41-310 PROFESSION
KCHM LLC	5748	PROFESSIONAL ACCOUNTING SERVI	08/05/2026	5,556.25	JOINT ADMINISTR	65-41-310 PROFESSION
Total 6541310:				17,184.81		
6541318						
EXECUTECH UTAH, INC.	UTH-257802	OFFICE 365 G3 GCC (GOVERNMENT)	07/15/2026	574.81	JOINT ADMINISTR	65-41-318 INFORMATION
EXECUTECH UTAH, INC.	UTH-257803	IT MANAGEMENT SERVICES JUF 70%	07/15/2026	3,303.72	JOINT ADMINISTR	65-41-318 INFORMATION
Total 6541318:				3,878.53		
6541330						
ZION'S BANK	0726 MJ	Tagg-N-Go Car Wash - 4th of July	07/04/2026	25.00	JOINT ADMINISTR	65-41-330 PUBLIC EDUC
ZION'S BANK	0726 OS	Washington Co. Pub Lib. - Laminating for	07/01/2026	5.95	JOINT ADMINISTR	65-41-330 PUBLIC EDUC
ZION'S BANK	0726 OS	Washington Co. Pub Lib. - Laminating for	07/01/2026	6.30	JOINT ADMINISTR	65-41-330 PUBLIC EDUC
BASIC AMERICAN SUPPL	794019 (2)	4TH OF JULY PARADE FLOAT	07/03/2026	60.60	JOINT ADMINISTR	65-41-330 PUBLIC EDUC

Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title
Total 6541330:				97.85		
6541510						
TOWN OF COLORADO CI	11935	Risk Management Fund Monthly Pmt	08/01/2026	314.55	JOINT ADMINISTR	65-41-510 INSURANCE
WCF	8385523	WORKERS COMP. INSUR. - 80% JUF	07/17/2026	1,038.20	JOINT ADMINISTR	65-41-510 INSURANCE
OLYMPUS INSURANCE A	17744	INSURANCE FEES - 80% JUF	08/14/2026	176,109.60	JOINT ADMINISTR	65-41-510 INSURANCE
Total 6541510:				177,462.35		
8121350						
CUSTOMER DEPOSIT RE	3052206 07282	3052206 CUSTOMER DEPOSIT REFUN	07/28/2026	.88	WATER FUND	81-21350 CUSTOMER DE
CUSTOMER DEPOSIT RE	3072404 07272	3072404 CUSTOMER DEPOSIT REFUN	07/27/2026	203.45	WATER FUND	81-21350 CUSTOMER DE
CUSTOMER DEPOSIT RE	3297105 07272	3297105 CUSTOMER DEPOSIT REFUN	07/27/2026	107.49	WATER FUND	81-21350 CUSTOMER DE
CUSTOMER DEPOSIT RE	3341020 07272	3341020 CUSTOMER DEPOSIT REFUN	07/27/2026	209.21	WATER FUND	81-21350 CUSTOMER DE
CUSTOMER DEPOSIT RE	3369100 08132	3369100 CUSTOMER DEPOSIT REFUN	08/13/2026	142.24	WATER FUND	81-21350 CUSTOMER DE
CUSTOMER DEPOSIT RE	3394023 08122	3394023 CUSTOMER DEPOSIT REFUN	08/12/2026	145.16	WATER FUND	81-21350 CUSTOMER DE
CUSTOMER DEPOSIT RE	3470006 08122	3470006 CUSTOMER DEPOSIT REFUN	08/12/2026	152.72	WATER FUND	81-21350 CUSTOMER DE
CUSTOMER DEPOSIT RE	6015432 08112	6015432 CUSTOMER DEPOSIT REFUN	08/11/2026	95.16	WATER FUND	81-21350 CUSTOMER DE
CUSTOMER DEPOSIT RE	6073015 08122	6073015 CUSTOMER DEPOSIT REFUN	08/12/2026	209.93	WATER FUND	81-21350 CUSTOMER DE
CUSTOMER DEPOSIT RE	6830013 08132	6830013 CUSTOMER DEPOSIT REFUN	08/13/2026	899.11	WATER FUND	81-21350 CUSTOMER DE
Total 8121350:				2,165.35		
8121371						
TOWN OF COLORADO CI	WAT 0726	AZ Sales Tax Water	07/31/2026	4,818.06	WATER FUND	81-21371 AZ SALES TAX
Total 8121371:				4,818.06		
8141235						
ZION'S BANK	0726 NF	Costco - Food & Refreshments - Shop	06/30/2026	213.00	WATER FUND	81-41-235 FOOD & REFR
EMPLOYEE REIMBURSE	080726	TRIP TO SLC FOR WATER SAMPLES T	08/07/2026	36.00	WATER FUND	81-41-235 FOOD & REFR
Total 8141235:				249.00		
8141250						
ZION'S BANK	0726 OS	Lenovo - Laptop for Megan (50% Water	07/01/2026	478.49	WATER FUND	81-41-250 EQUIPMENT S
Total 8141250:				478.49		
8141257						
ZION'S BANK	0726 US	Maverik - Fuel to take Water Samples to	06/30/2026	50.80	WATER FUND	81-41-257 FUEL
Total 8141257:				50.80		
8141260						
BASIC AMERICAN SUPPL	799455 (2)	SMALL TOOLS FOR WATER DEPT.	07/28/2026	219.99	WATER FUND	81-41-260 TOOLS & EQUI
Total 8141260:				219.99		
8141273						
HILDALE CITY UTILITIES	3325002-0726	AZ LANDFILL SERVICES - WATER TRE	08/11/2026	75.86	WATER FUND	81-41-273 MAINT & SUPP
SCHOLZEN PRODUCTS	7004870-00	WATER METER PARTS	08/03/2026	480.33	WATER FUND	81-41-273 MAINT & SUPP
SCHOLZEN PRODUCTS	7005743-00	PIPE FITTINGS FOR WATER DEPT.	08/06/2026	238.26	WATER FUND	81-41-273 MAINT & SUPP
SCHOLZEN PRODUCTS	7009220-00	WATER METER LID	08/24/2026	455.85	WATER FUND	81-41-273 MAINT & SUPP
SCHOLZEN PRODUCTS	7009554-00	GATE VALVES FOR HYDRANT METER	08/25/2026	724.90	WATER FUND	81-41-273 MAINT & SUPP
SCHOLZEN PRODUCTS	7009946-00	WATER METER LID	08/26/2026	455.85	WATER FUND	81-41-273 MAINT & SUPP
ZION'S BANK	0726 OS	Amazon - Computer & IT Equipment for	07/01/2026	300.00	WATER FUND	81-41-273 MAINT & SUPP

Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title
ZION'S BANK	0726 OS	Amazon - Computer & IT Equipment for	07/01/2026	291.76	WATER FUND	81-41-273 MAINT & SUPP
HYDRO SPECIALTIES CO	31168	WATER METERS FOR CUSTOMER INS	08/04/2026	537.24	WATER FUND	81-41-273 MAINT & SUPP
BASIC AMERICAN SUPPL	795235 (2)	PARTS FOR WATER FILL STATION	07/09/2026	40.14	WATER FUND	81-41-273 MAINT & SUPP
BASIC AMERICAN SUPPL	795984 (2)	PARTS FOR WATER DEPT.	07/13/2026	52.96	WATER FUND	81-41-273 MAINT & SUPP
BASIC AMERICAN SUPPL	796035 (2)	WATER FILL STATION PARTS	07/13/2026	34.27	WATER FUND	81-41-273 MAINT & SUPP
BASIC AMERICAN SUPPL	796231 (2)	SIGNS FOR WATER TREATMENT PLA	07/14/2026	14.36	WATER FUND	81-41-273 MAINT & SUPP
BASIC AMERICAN SUPPL	796616 (2)	ELECTRICAL BOXES FOR WATER TRE	07/15/2026	19.24	WATER FUND	81-41-273 MAINT & SUPP
BASIC AMERICAN SUPPL	800871	PARTS FOR WATER DEPT.	08/04/2026	10.48	WATER FUND	81-41-273 MAINT & SUPP
BASIC AMERICAN SUPPL	802282	BOLTS FOR WATER TREATMENT PLA	08/10/2026	39.74	WATER FUND	81-41-273 MAINT & SUPP
Total 8141273:				3,771.24		
8141285						
GARKANE ENERGY	1709902 0726	POWER PLANT WELL	07/16/2026	71.40	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1709902 0826	POWER PLANT WELL	08/19/2026	62.01	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1734500 0726	EAST WATER TANKS	07/23/2026	64.22	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1734500 0826	EAST WATER TANKS	08/26/2026	75.44	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1768100 0726	WELL #8 POWER	07/23/2026	496.05	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1768100 0826	WELL #8 POWER	08/26/2026	506.36	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1772300 0726	WELL #10 POWER	07/23/2026	67.42	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1772300 0826	WELL #10 POWER	08/26/2026	42.60	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1772400 0726	WELL #4 POWER	07/23/2026	922.88	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1772400 0826	WELL #4 POWER	08/26/2026	900.72	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1775500 0726	WATER PLANT POWER	07/23/2026	5,790.82	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1775500 0826	WATER PLANT POWER	08/26/2026	5,196.83	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1780600 0726	WELL#19 POWER	07/23/2026	2,259.60	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1780600 0826	WELL#19 POWER	08/26/2026	2,322.12	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1781000 0726	WELL #17 POWER	07/23/2026	3,323.18	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1781000 0826	WELL #17 POWER	08/26/2026	958.91	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1782501 0726	WELL #22 POWER	07/16/2026	1,612.86	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1782501 0826	WELL #22 POWER	08/19/2026	1,788.78	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1793900 0726	MILLION GALLON TANK POWER	07/16/2026	67.07	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1793900 0826	MILLION GALLON TANK POWER	08/19/2026	68.50	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1945500 0726	ACADEMY AVE WELL	07/23/2026	3,580.90	WATER FUND	81-41-285 POWER
GARKANE ENERGY	1945500 0826	ACADEMY AVE WELL	08/26/2026	3,329.37	WATER FUND	81-41-285 POWER
GARKANE ENERGY	2026700 0726	WELL #21 POWER	07/23/2026	2,540.47	WATER FUND	81-41-285 POWER
GARKANE ENERGY	2026700 0826	WELL #21 POWER	08/26/2026	2,725.45	WATER FUND	81-41-285 POWER
Total 8141285:				38,773.96		
8141314						
CHEMTECH-FORD, LLC	26E1756	WATER TESTING	08/13/2026	2,730.00	WATER FUND	81-41-314 LABORATORY
CHEMTECH-FORD, LLC	26G1598	WATER TESTING	07/29/2026	275.00	WATER FUND	81-41-314 LABORATORY
Total 8141314:				3,005.00		
8141315						
SMITH HARTVIGSEN, PLL	75471	WATER RIGHTS ATTORNEY REVIEW	07/31/2026	324.50	WATER FUND	81-41-315 LEGAL - GENE
Total 8141315:				324.50		
8141431						
SUMMIT ENERGY, LLC	0726HILD	NATURAL GAS COMMODITY	08/06/2026	3,896.68	WATER FUND	81-41-431 COMMODITY
Total 8141431:				3,896.68		
8141432						
SCHOLZEN PRODUCTS	1036238-00	7 CHLORINE CYLINDERS FOR WATER	08/05/2026	2,310.00	WATER FUND	81-41-432 WATER CHEMI

Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title
SCHOLZEN PRODUCTS	3057935-00	ChLORINE TANK RENTAL FOR WATER	08/21/2026	96.00	WATER FUND	81-41-432 WATER CHEMI
Total 8141432:				2,406.00		
8142940						
JONES & DEMILLE ENGI	0141923	Pressure Booster Pump Project	07/29/2026	950.00	WATER FUND	81-42-940 PRESSURE B
Total 8142940:				950.00		
8241257						
TOWN OF COLORADO CI	11911	Vac Truck Fuel	08/03/2026	282.59	WASTEWATER FU	82-41-257 FUEL
Total 8241257:				282.59		
8241273						
HILDALE CITY UTILITIES	6011400-0726	WATER TO MAINTAIN THE SEWER SC	08/11/2026	695.46	WASTEWATER FU	82-41-273 MAINTENANC
SCHOLZEN PRODUCTS	7008132-00	GATE FOR SEWER LAGOON	08/19/2026	280.50	WASTEWATER FU	82-41-273 MAINTENANC
BASIC AMERICAN SUPPL	798228 (2)	ANT POISON FOR SEWER DEPT.	07/23/2026	37.98	WASTEWATER FU	82-41-273 MAINTENANC
BASIC AMERICAN SUPPL	799049 (2)	SMALL TOOLS FOR SEWER DEPT.	07/27/2026	3.54	WASTEWATER FU	82-41-273 MAINTENANC
BASIC AMERICAN SUPPL	799183 (2)	FILTER FOR THE SEWER SCREEN	07/27/2026	9.99	WASTEWATER FU	82-41-273 MAINTENANC
BASIC AMERICAN SUPPL	799260 (2)	ROPE FOR SEWER LINE CLEANING	07/28/2026	18.99	WASTEWATER FU	82-41-273 MAINTENANC
BASIC AMERICAN SUPPL	799535 (2)	SAFETY GLASSES FOR SEWER CLEA	07/29/2026	19.49	WASTEWATER FU	82-41-273 MAINTENANC
BASIC AMERICAN SUPPL	805487	SEWER PUMP BUILDING MAINTENAN	08/26/2026	41.45	WASTEWATER FU	82-41-273 MAINTENANC
Total 8241273:				1,107.40		
8241285						
GARKANE ENERGY	1717500 0726	CENTENNIAL PARK LIFT STATION	07/23/2026	1,006.40	WASTEWATER FU	82-41-285 POWER
GARKANE ENERGY	1717500 0826	CENTENNIAL PARK LIFT STATION	08/26/2026	1,319.95	WASTEWATER FU	82-41-285 POWER
GARKANE ENERGY	1763000 0726	SPRINKLER PUMP STATION	07/16/2026	1,372.78	WASTEWATER FU	82-41-285 POWER
GARKANE ENERGY	1763000 0826	SPRINKLER PUMP STATION	08/19/2026	303.72	WASTEWATER FU	82-41-285 POWER
GARKANE ENERGY	1763900 0726	SEWER HEADWORKS POWER	07/16/2026	3,999.00	WASTEWATER FU	82-41-285 POWER
GARKANE ENERGY	1763900 0826	SEWER HEADWORKS POWER	08/19/2026	4,350.26	WASTEWATER FU	82-41-285 POWER
Total 8241285:				12,352.11		
8421371						
TOWN OF COLORADO CI	PRO 0726	AZ Sales Tax Propane	07/31/2026	744.98	GAS FUND	84-21371 AZ SALES TAX
Total 8421371:				744.98		
8421375						
UTAH STATE TAX COMMI	STC 0726	SALES AND USE TAX	08/10/2026	234.29	GAS FUND	84-21375 SALES & USE T
Total 8421375:				234.29		
8421376						
HILDALE CITY	NAT 0726	NATURAL GAS ENERGY AND USE TAX	08/10/2026	313.70	GAS FUND	84-21376 ENERGY & US
Total 8421376:				313.70		
8441230						
ZION'S BANK	0726 US	SurveyMonkey - Public Education	06/30/2026	587.60	GAS FUND	84-41-230 TRAVEL & TRA
EMPLOYEE REIMBURSE	080726 (2)	TRAVEL REIMBURSE. FOR GAS MEET	08/07/2026	34.00	GAS FUND	84-41-230 TRAVEL & TRA
ZION VIEW DRIVING SCH	10931	CDL TRAINING FOR DAN FISCHER &	07/25/2026	2,266.00	GAS FUND	84-41-230 TRAVEL & TRA
Total 8441230:				2,887.60		

Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title	
8441250							
ZION'S BANK	0726 OS	Lenovo - Laptop for Megan (50% Gas Fu	07/01/2026	478.50	GAS FUND	84-41-250	EQUIPMENT S
Total 8441250:				478.50			
8441257							
TOWN OF COLORADO CI	11911	Propane Truck Fuel	08/03/2026	177.88	GAS FUND	84-41-257	FUEL
Total 8441257:				177.88			
8441260							
SCHOLZEN PRODUCTS	7002443-00	GAS PINCH TOOLS	08/03/2026	696.64	GAS FUND	84-41-260	TOOLS & EQUI
SCHOLZEN PRODUCTS	7009931-00	SMALL GAS TOOLS	08/26/2026	233.36	GAS FUND	84-41-260	TOOLS & EQUI
BASIC AMERICAN SUPPL	794428 (2)	SMALL TOOLS FOR GAS YARD	07/06/2026	15.65	GAS FUND	84-41-260	TOOLS & EQUI
Total 8441260:				945.65			
8441273							
ZION'S BANK	0726 NF	Paypal - Propane Tickets	06/30/2026	67.76	GAS FUND	84-41-273	MAINT & SUPP
PINNACLE GAS PRODUC	193398	REGULATOR SPRINGS FOR NATURAL	08/17/2026	575.45	GAS FUND	84-41-273	MAINT & SUPP
PINNACLE GAS PRODUC	193421	Natural gas regulators	08/18/2026	2,216.76	GAS FUND	84-41-273	MAINT & SUPP
BASIC AMERICAN SUPPL	794699 (2)	GAS YARD MAINTENANCE	07/07/2026	13.14	GAS FUND	84-41-273	MAINT & SUPP
BASIC AMERICAN SUPPL	803798	WEED KILLER FOR GAS YARD	08/18/2026	30.99	GAS FUND	84-41-273	MAINT & SUPP
Total 8441273:				2,904.10			
8441285							
ROCKY MOUNTAIN POW	68511976-001	POWER FOR APPLE VALLEY RECTIFI	08/04/2026	10.97	GAS FUND	84-41-285	POWER
GARKANE ENERGY	1787300 0726	PROPANE YARD POWER	07/16/2026	55.66	GAS FUND	84-41-285	POWER
GARKANE ENERGY	1787300 0826	PROPANE YARD POWER	08/19/2026	75.84	GAS FUND	84-41-285	POWER
Total 8441285:				142.47			
8441330							
ZION'S BANK	0726 NF	Wal-Mart - Gas Survey Raffle	06/30/2026	299.87	GAS FUND	84-41-330	PUBLIC EDUC
ZION'S BANK	0726 NF	Wal-Mart - RETURN Gas Survey Raffle	06/30/2026	299.87-	GAS FUND	84-41-330	PUBLIC EDUC
ZION'S BANK	0726 US	Az Mvd Fee -CDL Certification	06/30/2026	25.00	GAS FUND	84-41-330	PUBLIC EDUC
Total 8441330:				25.00			
8441434							
ENBRIDGE GAS UT WY I	5948550000 07	NATURAL GAS TRANSPORT	08/05/2026	1,599.31	GAS FUND	84-41-434	NAT GAS COM
Total 8441434:				1,599.31			
8441510							
TOWN OF COLORADO CI	11935	General and Professional Liability & Auto	08/01/2026	4,026.20	GAS FUND	84-41-510	INSURANCE
TOWN OF COLORADO CI	11935	Propane Liability	08/01/2026	291.67	GAS FUND	84-41-510	INSURANCE
Total 8441510:				4,317.87			
8441580							
HILDALE CITY UTILITIES	6428701-0726	PROPANE YARD LEASE	08/11/2026	100.00	GAS FUND	84-41-580	RENT OR LEA
TRUST LANDS ADMINIST	ESMT 285.0 20	LAND LEASE	08/20/2026	7,300.00	GAS FUND	84-41-580	RENT OR LEA
Total 8441580:				7,400.00			

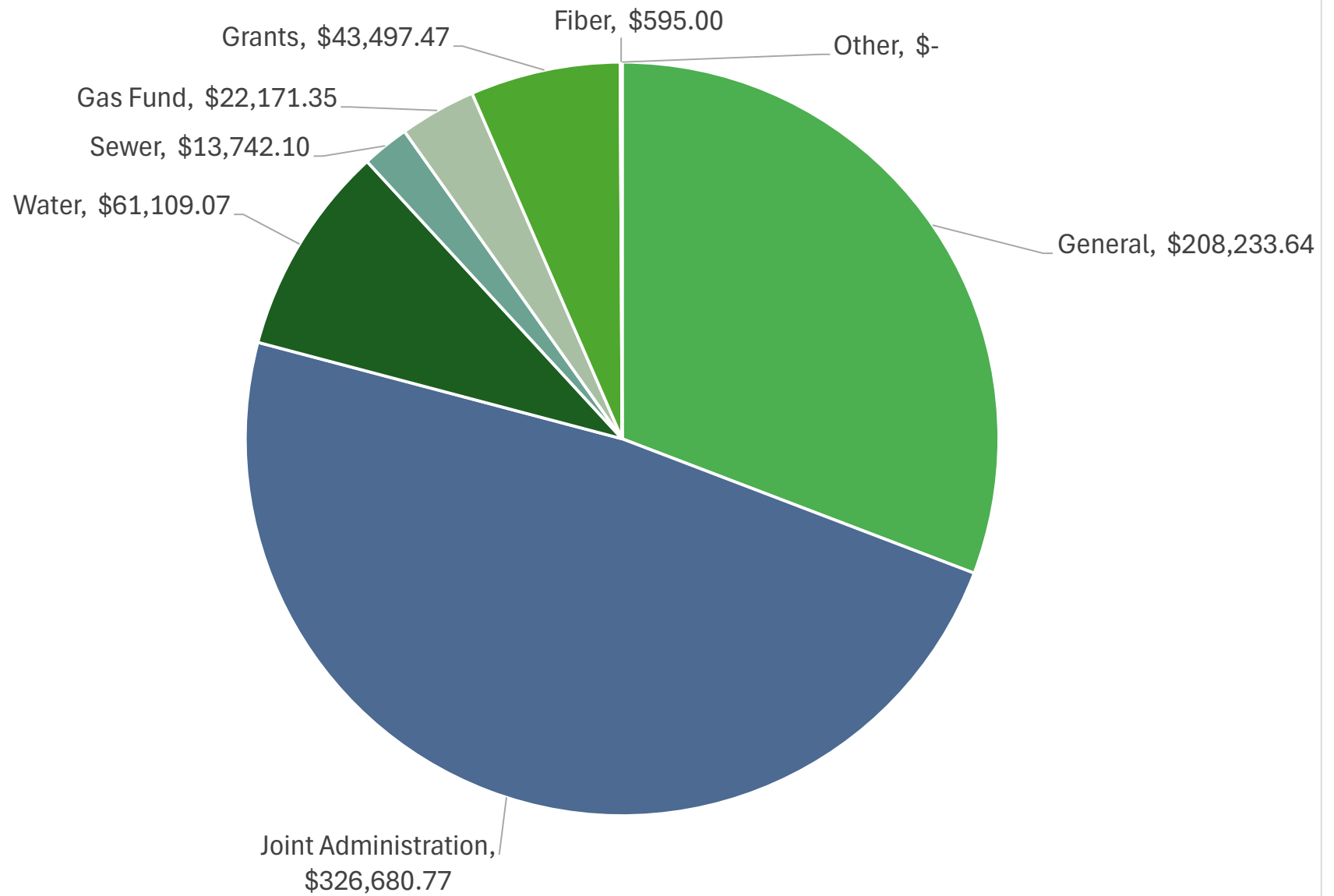
Vendor Name	Invoice Number	Description	Invoice Date	Extended Price	Segment Fund	GL Account and Title	
9041273							
ZION'S BANK	0726 US	Fiber Instrument Sales	06/30/2026	495.00	90 FUND HILDALE	90-41-273	MAINT & SUPP
Total 9041273:				495.00			
9041580							
CATALYST CONSTRUCTI	184	Fiber Server Office Rent	08/01/2026	100.00	90 FUND HILDALE	90-41-580	RENT OR LEA
Total 9041580:				100.00			
Grand Totals:				676,029.37			

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Total Expenses By Fund



HILDALE - COLORADO CITY FIRE DEPARTMENT

Fire Chief's Report to the Board

August 25, 2026

ADMINISTRATIVE ACTIONS:

The district was notified that the upcoming Fire Board election has been canceled because the number of qualified candidates did not exceed the number of available positions. The district has been provided a window of time to dispute the cancellation and request that the election proceed if we desire.

A significant amount of administrative time this month was dedicated to completing billing and reimbursement documentation for several wildland deployments. These included the Rock Canyon Fire in Kane County for a Medical Unit Leader, the Cottonwood Fire in Beaver County for Engine 1021, the Babylon Fire near Monticello for a Medical Unit Leader, and the Little Horse and Rocky Canyon Fires involving BR1011 as part of a Utah State Task Force. The Task Force completed a full 14-day deployment.

Work continued on the Rural Healthcare Training Program (RHTP) grant application. Sherrie and I traveled to Salt Lake City and met with the state administrator as the grant program was formally rolled out. During the meeting, we received the Notice of Funding Opportunity (NOFO) and other application materials and were able to discuss the requirements and expectations of the program. We have since begun drafting the application, which is a substantial and detailed grant process. For the first year of the program, our primary funding request will include six new ZOLL cardiac monitors, as well as electronic controlled-medication tracking and storage systems for all department ambulances and station medication storage.

Financing for the department's new Type I pumper has been secured, and the final financing documents have been signed with Republic First National. We are currently awaiting transfer of payment. Due to delays in that process, we have held off on finalizing transportation arrangements for the apparatus until the payment has been completed.

George Ream and Sherrie Knudson represented the department at the Arizona Ambulance Association (AZAA) Annual Conference held in Flagstaff, Arizona. Their attendance provided an opportunity to participate in EMS-related education and receive updates on issues affecting ambulance services throughout Arizona.

Following notification last month of the department's \$75,000 Utah Rural Competitive Grant award, the two Power-LOAD auto-loading cot systems have now been ordered and installation has been scheduled. The department was also notified this month that it was awarded an additional \$4,956 through the Utah EMS Per Capita Grant, which can be used to support EMS needs.

The department took delivery of a new Type 6 brush truck purchased through an Arizona Department of Forestry and Fire Management (DFFM) grant. The unit was built and upfitted by Rebel Stryke, and we are very pleased with the quality of their work and the finished apparatus. We are currently awaiting the final tools and equipment that have been ordered to complete the unit before placing it into service.

(Photo below.)

The department solicited bids for the purchase of a new side-by-side rescue vehicle. Bids were reviewed during the month as we continue the process of determining the best option for the department's operational needs.

TRAINING REPORT:

The August ALS Inservice focused on airway management and was led by Nordonna Draper. The training included a review of airway assessment and management techniques, with an emphasis on maintaining proficiency with the equipment and procedures available to our ALS providers. Case reviews were also completed on several recent incidents, providing an opportunity to review patient care and discuss outcomes with department personnel. A catered meal was provided for members.

The department's Advanced EMT (AEMT) course has now been completed, with all 12 students successfully completing the required practical skills testing. Students have moved on to the National Registry certification testing. As of this week, several students have already taken and successfully passed the National Registry written examination.

The EMT Basic course at Mohave Community College (MCC) is now underway, with Sherrie Knudson serving as the lead instructor. Six department members are currently enrolled in the course, with the department providing tuition assistance for five of the six students as part of our continued effort to support the education and development of our EMS personnel. I have also offered department sponsorship to members who enroll in MCC's 2027 Paramedic Program, which is scheduled to begin in March 2027.

The department currently has 16 firefighters enrolled in an in-house Rope Rescue Operations course. This is a fast-paced program, with classes being held four days each week. The course is intended to build the foundational skills necessary to prepare members for the more specialized Rope Rescue Technician course, which we intend to offer to department personnel later this year.

The department also completed Blue Card registrations for 8 members who will be participating in the incident command training program. Participants are required to complete approximately 30 hours of online coursework in preparation for the hands-on skills and simulation training scheduled for October.

MAINTENANCE REPORT:

Vehicle services and general maintenance continued throughout the month, with department personnel addressing routine apparatus servicing, repairs, equipment maintenance, and other day-to-day maintenance needs as they arose.

SU1011 was repaired and returned to service during the month after being out of service for several months. With this long-awaited repair completed, the department currently has no apparatus or major equipment out of service for maintenance.

Several station maintenance and improvement projects were completed or progressed during the month. A new evaporative cooler was installed in the maintenance shop. At Station 2, the water heater was replaced and repairs were also completed on the air-conditioning system. At Station 3, wall patching and painting were completed to repair damage resulting from a water leak that was corrected several months ago. At Station 1, the entire air-conditioning unit was replaced at a cost of approximately \$8,000. With the maintenance shop now empty and available, installation of the new vehicle hoist is currently underway.

FIRE PREVENTION:

The department partnered with the American Red Cross to facilitate a smoke detector drive focused on the Colorado City Trailer Park. The effort focused on improving residential fire safety by providing smoke alarms.

The CPR Training Center continued to support department personnel by conducting a Pediatric Advanced Life Support (PALS) course during the month. The Training Center also continued its community outreach by conducting CPR/BLS Provider courses, including a CPR course provided for Creek Valley Clinic personnel. A total of 4 individuals were certified through PALS training and 7 individuals through CPR/BLS Provider courses.

OTHER:

Department personnel provided a two-day EMS standby for the Annual Kaibab Indian Pow-Wow. Department members volunteered their time for the event, allowing the department to provide the community standby at no charge.

Chief Porter, Kendrick Johnson, and Samuel P. Barlow, Jr. traveled to Fort Mohave Mesa to attend the retirement ceremony for Chief Chris Pardi of the Fort Mojave Mesa Fire Department, one of the agencies currently dispatched by our communications center. Chief Pardi was instrumental in working with our dispatch center to develop the arrangements that allowed us to begin providing dispatch services for the southern Mohave County agencies. His retirement ceremony provided an opportunity to recognize his years of service and his contributions.

The department continued to support regional wildland fire operations during the month. Captain Sam Y. Barlow and two firefighters completed a wildland deployment with BR1011 as part of Utah Task Force Charlie. The task force was assigned to the Little Horse Fire in Duchesne County and later the Rocky Canyon Fire in Morgan and Summit Counties. The crew completed the deployment and has since returned home. Captain D.R. Barlow deployed this week as a Medical Unit Leader to the Hawk Fire near Reno, Nevada.

Monsoon rainfall has been a welcome change following the prolonged dry conditions. During the month, the department responded to several severe-weather incidents involving flooding and rising water. Crews

assisted with flooded homes and monitored and closed creek crossings as conditions required. The visible presence and coordination of fire and law enforcement personnel during these events helped discourage unnecessary risks around flooded roadways and crossings.

Sincerely,
Jesse Barlow, Chief

New BR1011)DFFM Grant







Public Works Report

August 2026

CITY & STREETS MAINTENANCE

Cleanup and maintenance: The road crew focused on maintaining and improving roads throughout the area, with much of the work centered around storm cleanup and road repairs. Crews filled potholes on Airport Road, Utah Avenue, Hildale Avenue, Government Avenue, Canyon Street, Maple, and Juniper. They also bladed, watered, and compacted roads including Academy, Barlow, Homestead, Cook, and other areas. Following several major storms, the crew cleaned debris from streets, storm drains, and creek crossings on Hildale, Central, Academy, Richard, Utah Avenue, Carling, and surrounding areas. They also removed excess dirt and storm debris, swept Utah Avenue and other streets, gathered tires for removal, and transported creek debris to the crusher yard.

Overall, the August work period focused on storm recovery, road maintenance, drainage and debris cleanup, sign and traffic-control repairs, pavement marking, surveying, and preparation for upcoming utility and resurfacing projects.

Sign replacement and addition: The crew also completed pavement-marking work, including painting crosswalks and turn lanes from Richard

Street through Hildale and Jessop, adding a new crosswalk on Memorial near the Library, and painting Utah. Additional work included surveying and collecting GPS/Trimble points on Edson and Harker for utility and road projects, reviewing slope requirements and road-shaping plans for Jessop, and preparing Academy and Willow for future striping and resurfacing.



Screen Plant Operations:

PARKS AND RECREATION

Completed regular mowing, weed-whacking, landscaping, and weed control at Town Hall, the Police Department, and surrounding areas. Maintained and repaired irrigation systems, including replacing filters, flushing lines, adjusting watering zones, and installing new drip lines. Completed general cleanup, shop organization, pest control, supply ordering, and assisted Utilities with locating underground lines.

Heritage Park: Regular mowing and grounds maintenance throughout the month. Work also included weed-whacking concrete edges, sidewalks, table areas, and planters, as well as blowing gravel back into the planters and cleaning up the surrounding areas. Weed control was also completed around the lawns, curbs, and planters. Irrigation work included repairing the sprinkler manifold and addressing a pump leak, along with adjusting watering zones and monitoring the system. The park was also temporarily opened for homeschool use and received general cleanup and beautification.

Lauritzen Park: Regular lawn and grounds maintenance, including mowing, weed removal, weed-whacking, and general cleanup. Weed control was applied along the sidewalks, rock feature, bathrooms, and perimeter fence. The park was watered and reopened following water repairs, and additional weed-control work was completed as needed.

Spraying equipment was cleaned and secured after use, and general upkeep was performed to keep the park looking clean and presentable.



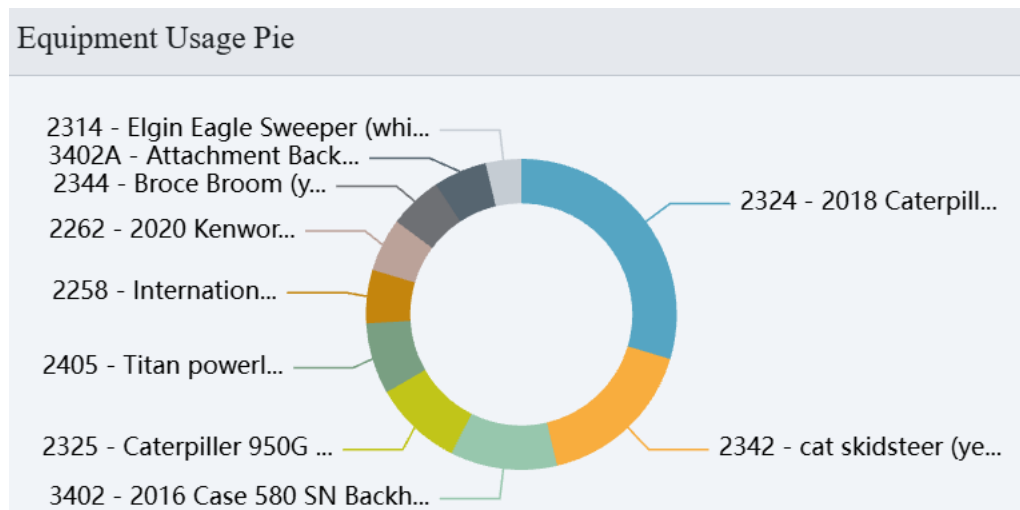
EQUIPMENT MAINTENANCE AND REPAIR

Repairs:

Repairs were completed on multiple vehicles and pieces of equipment throughout the month. Major work included electrical and wiring repairs on Vehicles #1118 and #4462; extensive electrical, hydraulic, brake, and A/C repairs on Equipment #4455; hydraulic repairs and packer ram replacement on Equipment #4468; transmission, suspension, tire, and washer system repairs on Vehicle #2806 and #2808; radiator and transmission work on Equipment #2257; fuel system work on Equipment #2258; PTO and air compressor repairs on Equipment #2260; alternator and battery repairs on Equipment #2342 and the Kawasaki Mule; sweeper repairs on Equipment #2314; pulley repairs on Equipment #2343; skid plate repairs on Attachment #3402A; and electrical troubleshooting on the shop backup generator.

Preventive Maintenance:

Routine preventive maintenance was completed on Vehicles/Equipment #1117, #1129, #2264, #2220, #2257, and #3402. Services included oil and filter changes, transmission fluid service, tire replacement and balancing, lubrication, fluid checks, inspections, and power washing. Additional inspections identified needed brake and other repairs to keep the fleet safe, reliable, and operational.

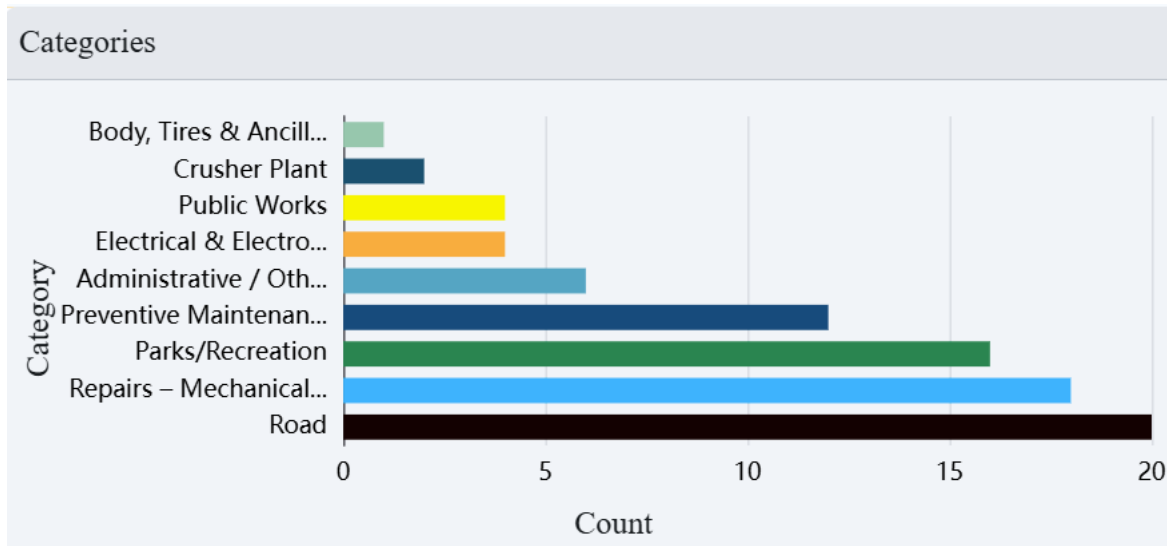


LANDFILL

During August, the landfill experienced significant rainfall and increased water accumulation, prompting the purchase of a pump and improvements to drainage pathways to better manage runoff and prepare for future weather events. General site maintenance was also completed, including mowing vegetation and weeds throughout the property to improve visibility, accessibility, and overall appearance. The landfill experienced one temporary closure due to a lightning related power outage, with operations resuming once power was restored and conditions were safe. Demand for roll-off services remained exceptionally high, with all available containers and 6-yard dumpsters rented and six additional customers on the waiting list. The FY 2025–2026 audit process began, with staff providing requested documentation and assisting with audit requirements.

The landfill accepted **768.9 tons of waste.**

ADMINISTRATIVE



Total man hours spent:

Arizona: 832

Utah: 141

The public works team takes pride in, and appreciates the opportunity, in working to improve the community and looks forward to its continued success.

Public Works Director.



Colorado City Police Department
Hildale City Police Department
Courage-Compassion-Integrity

Robbins A. Radley
 Chief of Police

Arizona (928) 875-9170 PI
 Utah (435) 874-2240

Police Department Report

August 2026

Patrol: In changing our way of presenting case information to you will now see the report numbers do not appear to be as numerous. There really is no change in volume of cases or calls taken, they will just be presented by category or location versus general/overall numbers. In the month of July of 2026 officers had 113 incidents with 6 cases in Apple Valley, 147 incidents with 55 cases in Hildale, 297 incidents with 35 cases in Colorado City requiring additional follow-up. Officers had two DUI arrests in the month. 164 citations were issued.

One case to highlight is the incident where a male subject ran from an officer and barricaded himself inside of a Hildale home. The man was known to carry a firearm so the Washington County Metro SWAT team was called to do the entry on the home. The subject ended up falling through a portion of ceiling and was taken into custody by team members. The subject was booked into jail on charges stemming from the night and previous incidents.

Administration: Here are some examples of results from the Traffic Speed trailer from SR 59. Any time you see the speed trailer out doing a traffic survey you can anticipate traffic enforcement in the area to follow. This is the information the police department uses to determine where officers need to focus on.

The following traffic surveys come from Apple Valley on SR 59:

Colorado City / Hildale PD

Speed Profile Report Survey Description Survey Details

Survey Location MM4 SR 59 AppleValley, Utah Survey GPS Coordinates 37.0319178,-113.0593113

Survey Dates Start Monday, 8/31/2026 9:03 AM Posted Speed Limit Traffic Zone File Name 65 mph
 Normal Stop Tuesday, 9/8/2026 7:04 AM

SurveyLocation MM4SR59AppleValley,Utah

SurveyGPSCoordinates 37.0319178,-113.0593113

Survey Dates

Start Stop

Monday,8/31/20269:03AM Tuesday,9/8/20267:04AM

Posted Speed Limit 65mph

TrafficZone Normal SurveyResult TotalVehicleCount 53233

TrafficDirection Closing Away Combined

Southeast

Northwest Vehicle Count

Combined

	25828	27405	53233
Posted Speed Limit 65mph			
Vehicles Under the Speed Limit Count	13989	9892	23881
VehiclesUndertheSpeedLimitPercentage	54.16%	36.1%	44.86%
Vehicles Over the Speed Limit Count	11839	17513	29352
VehiclesOvertheSpeedLimitPercentage	45.84%	63.9%	55.14%
Excessive Speed Threshold 80 mph			
Vehicles Over the Excessive Speed Count	254	579	833 Vehicles
Over the Excessive Speed Percentage	0.98%	2.11%	1.56%
AverageViolationSpeed	69.35 mph	70.32 mph	69.93 mph
Speed Profile Average Speed	64.27 mph	65.91 mph	65.11 mph
Minimum Speed	9 mph	7 mph	7 mph
Maximum Speed	109 mph	120 mph	120 mph
Standard Deviation	7 mph	10 mph	9 mph
85% Percentile Speed-Free Flow	71 mph	73 mph	72 mph
10 mph Pace-Free Flow	61-70 mph	62-71 mph	62-71 mph
In Pace Count-Free Flow	6425	11259	17684
Data Recording Limits			
Highest Speed Allowed	120 mph		
Lowest Speed Allowed	10 mph		
Minimum Following Time 5 Second(s)			

Thank you, *Robbins A. Radley*

MASTER RESOLUTION

OF

HILDALE CITY, UTAH

AS ISSUER

DATED AS OF

September 9, 2026

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MASTER RESOLUTION

WHEREAS, the City Council (the “Council”) of Hildale City, Utah (the “Issuer”) desires to (a) finance all or a portion of the costs of improvements to its water system (the “System”), including the construction of a booster pump station, pipeline improvements, a spring collection box, and all related improvements (collectively, the “Series 2026 Project”), [(b) fund a debt service reserve fund, if necessary], and (c) pay costs of issuance with respect to the Series 2026 Bonds herein described pursuant to this Master Resolution; and

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

WHEREAS, the Issuer does not have sufficient on hand money to pay the entire cost of the Series 2026 Project and the Net Revenues (as defined herein) to be derived by the Issuer from the operation of its System (as defined herein) will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Series 2026 Bonds; and

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

WHEREAS, as required by the Act, on October 7, 2026, the Issuer held a public hearing with respect to the Series 2026 Bonds, after at least fourteen (14) days public notice; and

WHEREAS, the State of Utah Department of Environmental Quality, Drinking Water Board (the “Drinking Water Board”) has offered to purchase the Issuer’s Series 2026 Bonds at par in the total principal amount of \$988,000; and

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

NOW, THEREFORE, it is hereby resolved by the City Council of Hildale City, Utah, as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. As used in this Master Resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

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

“Additional Bonds” means any bonds issued on a parity with the Series 2026 Bonds and in conformity with this Master Resolution.

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

“Average Annual Debt Service” means the sum total of the Annual Debt Service for all Bond Fund Years divided by the total number of Bond Fund Years during which any of the Series 2026 Bonds will remain outstanding.

“Bond Fund Year” means the twelve (12) month period beginning on July 1 of the calendar year and ending on the next succeeding June 30; provided, however, that the first Bond Fund Year will begin on the delivery date of the Series 2026 Bonds and will end on the next succeeding June 30.

“Bondholder” or “Registered Owner” means the registered holder of any Series 2026 Bond.

“Bonds” means the Series 2026 Bonds and any Additional Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Dated Date” means the initial delivery date of the Series 2026 Bonds.

“Default” and “Event of Default” mean, with respect to any default or event of default under this Master Resolution, any occurrence or event specified in and defined by **Error! Reference source not found.** hereof.

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

“Drinking Water Board” means the State of Utah Department of Environmental Quality, Drinking Water Board or any successor agency.

“Escrow Account” means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, said account to be used for the purpose of depositing the proceeds of

the sale of the Series 2026 Bonds and accounting for said proceeds pursuant to the terms of the Escrow Agreement.

“Escrow Agent” means the Utah State Treasurer or its successor, who shall so act pursuant to the terms of the Escrow Agreement.

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

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

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

“Interest Payment Date” means each [April 1] beginning [April 1, 2027].

“Issuer” means Hildale City, Utah, and its successors.

“Master Resolution” means this Master Resolution dated September 9, 2026.

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

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

“Outstanding” or “Outstanding Bonds” means any Bond which has been issued and delivered and not cancelled in accordance with the provisions hereof, except any Bond in lieu of or in substitution for which a new Bond shall have been delivered herewith, unless proof satisfactory to the Registrar is presented that such Bond is held by a bona fide holder in due course.

“Parity Bonds” means the Bonds, and any other outstanding bonds issued with a lien on the Net Revenues on a parity with the Series 2026 Bonds.

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

“Permitted Investments” means those investments specified in Sections 51-7-11, Utah Code Annotated 1953, as amended, including but not limited to the Public Treasurers Investment Fund (State Treasurer’s Pool).

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

“Revenues” means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, connection charges, impact fees imposed with respect to the Series 2026 Project and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter constructed or acquired, and all interest earned by and profits derived from the sale of investments made with the income and revenues of the System.

“Series 2026 Bonds” means the Issuer’s Water Revenue Bonds, Series 2026 in the total principal amount of \$988,000 authorized herein.

“Series 2026 Project” means the construction of a booster pump station, pipeline improvements, a spring collection box, and all related improvements.

“Series 2026 Reserve Account” means, the account described in Section 3.4 below.

“Series 2026 Reserve Account Requirement” means, with respect to the Series 2026 Bonds, an amount equal to \$28,000 maximum annual debt service on the Series 2026 Bonds.

“State” means the State of Utah.

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

“System” means, collectively, the water facilities of the Issuer, as such facilities now exist, and any other properties now or hereafter owned or operated by the Issuer relating to said facilities and as may hereafter be improved and extended, including specifically all properties of every nature owned by the Issuer and used or useful in the operation of said system, including real estate, personal and intangible properties, contracts, franchises, leases, whether lying within or without the boundaries of the Issuer, including the whole and each and every part of the water facilities of the Issuer, including the Series 2026 Project to be acquired and constructed pursuant to this Master Resolution, and all real, personal, and mixed property, of every nature now or hereafter owned by the Issuer and used or useful in the operation of said System, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while the Series 2026 Bonds remain Outstanding.

ARTICLE II ISSUANCE OF SERIES 2026 BONDS

Section 2.1 Principal Amount, Designation, Series, and Interest Rate. The Series 2026 Bonds are hereby authorized for issuance to (a) finance the construction of the Series 2026 Project and [(b) fund a debt service reserve fund, if necessary and] (c) pay costs incurred in connection with the issuance of the Series 2026 Bonds. The Series 2026 Bonds shall be limited to \$988,000 and shall be issued (a) if issued as State Bonds, in the form set forth in Exhibit A and (b) if issued as Exchange Bonds, in the form set forth in Exhibit B, in fully registered form. The Series 2026 Bonds shall bear interest at the rate of 0.5% per annum on the unpaid principal balance, and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2026 Bonds shall, to the extent possible, be in the denomination of \$1,000 or any integral multiple thereof. The Series 2026 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2026 Bonds shall be designated as and shall be distinguished from the bonds of all other series by the title, “Hildale City Water Revenue Bonds, Series 2026.”

The Series 2026 Bonds shall be in such form as to permit the Drinking Water Board to make incremental advances on its total loan commitment to the Issuer during the period of acquisition and construction of the Series 2026 Project.

Section 2.2 Advances of Proceeds. On or before fifteen (15) days prior to the first day of each calendar quarter beginning prior to the payment by the Issuer of costs of construction of the Series 2026 Project, or at such other time as shall be specified by the Drinking Water Board, the Issuer shall provide to the Drinking Water Board a certificate setting forth a schedule of the costs of construction which the Issuer estimates will become due and payable by the Issuer during the next calendar quarter. Advances made by the Drinking Water Board on the basis of such certificates shall be deposited in the Bond Account. All such advances shall be in the amount of \$1,000 or any integral multiple thereof. Upon receipt of evidence of deposit of each advance in the Bond Account, the City Recorder of the Issuer shall give telephonic authorization followed by written confirmation to the Drinking Water Board to stamp or write the date and amount of such advance made by the Drinking Water Board in the appropriate place on the Certificate of Dates of Payment and Amount appearing on the State Bonds. Each advance made by the Drinking Water Board on the State Bonds shall constitute proceeds of the State Bonds and shall be deemed to constitute the full purchase price of the corresponding principal amount of the State Bonds noted on the Certificate of Dates of Payment and Amount appearing on the State Bond(s).

Section 2.3 Date and Maturities. The Series 2026 Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section 2.3. The Series 2026 Bonds shall be initially issued as one single fully registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2026 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. Payment of interest payments shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner. All payments shall be made in any coin or currency

which on the date of payment is legal tender for the payment of debts due the United States of America.

So long as the Drinking Water Board is the Registered Owner of the Series 2026 Bonds, payments of principal and interest shall be made by check or draft and mailed to the Drinking Water Board as the Registered Owner at the address shown on the registration books maintained by the City Recorder.

The Issuer shall make annual principal payments on April 1 of each year beginning April 1, 2028, together with interest accruing at the rate of 0.5% per annum from the dated date of the Series 2026 Bonds on the principal amount outstanding payable on April 1 of each year beginning April 1, 2027, until the total principal sum shall be paid in full as follows:

Principal Installment Payment Date (April 1)	Principal Payable
2028	\$23,000
2029	23,000
2030	23,000
2031	23,000
2032	23,000
2033	24,000
2034	24,000
2035	24,000
2036	24,000
2037	24,000
2038	24,000
2039	24,000
2040	24,000
2041	25,000
2042	25,000
2043	25,000
2044	25,000
2045	25,000
2046	25,000
2047	25,000
2048	25,000
2049	26,000
2050	26,000
2051	26,000
2052	26,000
2053	26,000
2054	26,000
2055	26,000
2056	27,000
2057	27,000
2058	27,000

Principal Installment Payment Date (April 1)	Principal Payable
2059	27,000
2060	27,000
2061	27,000
2062	27,000
2063	27,000
2064	28,000
2065	27,000
2066	28,000

If less than \$988,000 is advanced on the Series 2026 Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in inverse order of payment (and the amount of the final remaining principal payment shall be reduced, if required) to correspond to the maximum repayable principal amount of the Series 2026 Bonds.

Section 2.4 Optional Redemption and Redemption Prices. Each principal payment of the Series 2026 Bonds is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in the order determined by the Issuer, upon notice as provided in Section 2.5 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Drinking Water Board with respect to the Series 2026 Bonds, and at a redemption price equal to one hundred percent (100%) of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.5 Notice of Redemption for Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.5. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

- (i) the complete official name of the Exchange Bonds, including series, to be redeemed, the identification numbers of the Exchange Bonds being redeemed;
- (ii) any other descriptive information needed to identify accurately the Exchange Bonds being redeemed, including, but not limited to, the original issue date of such Exchange Bonds;
- (iii) in the case of partial redemption of any Exchange Bonds, the respective principal amounts thereof to be redeemed;
- (iv) the date of mailing of redemption notices and the redemption date;
- (v) the redemption price;

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

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

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

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

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

Section 2.6 Execution and Delivery of the Series 2026 Bonds. The Mayor is hereby authorized to execute by manual or facsimile signature the Series 2026 Bonds and the City Recorder to countersign by manual or facsimile signature the Series 2026 Bonds and to have imprinted, engraved, lithographed, stamped, or otherwise placed on the Series 2026 Bonds the official seal of the Issuer. The City Recorder is hereby authorized to deliver to the Drinking Water Board the Series 2026 Bonds upon payment to the Issuer of the proceeds.

Section 2.7 Delinquent Payment. Payments of principal and interest on the Series 2026 Bonds which are delinquent from the due date thereof shall draw interest at the rate of eighteen percent (18%) per annum on the delinquent payment from said due date until paid in full.

Section 2.8 Exchange of State Bonds. As long as the Drinking Water Board is the sole Registered Owner of the Series 2026 Bonds, the Series 2026 Bonds shall be issued only as State Bonds in the form prescribed in Exhibit A. It is recognized that the Drinking Water Board may sell or otherwise transfer the Series 2026 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63B, Chapter 1b, Utah Code Annotated 1953, as amended, or otherwise. In the event the Drinking Water Board determines to sell or otherwise transfer all or a portion of the Series 2026 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the Series 2026 Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal

amount of Exchange Bonds in accordance with the provisions of this Section 2.8 and Section 3.1 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2026 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Drinking Water Board pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit B, and shall be executed pursuant to authorization contained in Section 2.6 hereof. Each principal payment on the Series 2026 Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2026 Bonds for Exchange Bonds, provided that the Drinking Water Board shall pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

In the event the Issuer issues additional bonds pursuant to a General Indenture of Trust and Supplemental Indenture of Trust, the Drinking Water Board agrees, at no cost to it, to issue an exchange bond to replace the Series 2026 Bonds to allow for a trustee to act as paying agent and bond registrar for the exchange bond.

ARTICLE III REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1 Execution of and Registration of Series 2026 Bonds; Persons Treated as Owners.

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

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

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

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

Section 3.2 Deposit of Bond Proceeds. The proceeds from the sale of the Series 2026 Bonds shall be deposited upon delivery in the Escrow Account and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Series 2026 Project including the payment of costs of issuance of the Series 2026 Bonds. Any unexpended balance remaining in the Escrow Account after completion of the Series 2026 Project shall be paid immediately into the Bond Account established in Section 3.4 hereunder, and shall be used only for the prepayment of the Series 2026 Bonds. Principal last to become due shall be prepaid first, and in the event less than all of the principal amount of the Series 2026 Bonds maturing on the last due date are to be redeemed, the Issuer shall select those portions of the Series 2026 Bond to be prepaid. Proceeds from the sale of the Series 2026 Bonds on deposit in the Escrow Account, may at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Any Series 2026 Bonds proceeds remaining after completion of the portion of the Series 2026 Project previously bid and approved by the Drinking Water Board may be used, with the written consent of the Drinking Water Board, for additional projects as described as the Series 2026 Project. Prior to the Drinking Water Board disbursing any funds, the Issuer agrees to provide to the Drinking Water Board, as applicable, the construction bids, together with an opinion of Issuer's counsel stating that the bidding for the additional projects has complied with the requirements imposed by Utah law. Following the transfer of unexpended funds from the Escrow Account to the Bond Fund, the Escrow Account will be closed.

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

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

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

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

Maintenance Expenses for which the amounts theretofore allocated to the Expense Account are insufficient. At the end of each Bond Fund Year all amounts in the Expense Account in excess of that required to pay Operation and Maintenance Expenses then due shall be transferred to the Bond Fund established as hereinafter provided.

(b) All amounts in the Revenue Fund not allocated to the Expense Account or applied to the payment and funding obligations of the Issuer (the Net Revenues) shall next be allocated to a bond fund (the “Bond Fund”) as follows:

(i) Of the amounts allocated to the Bond Fund there shall be allocated in monthly installments on or before the tenth day of each month following delivery of the Series 2026 Bonds to a subaccount established on the books of the Issuer known as the Hildale City Bond Account (the “Bond Account”) such amounts as will assure, to the extent of the availability of Net Revenues from the System, the prompt payment of the principal and interest on the Series 2026 Bonds as shall become due, and any Parity Bonds. The amount to be so set aside with respect to the Series 2026 Bonds shall, as nearly as may be practicable, be set aside and allocated to the Bond Account, following delivery of said Series 2026 Bonds, and shall equal one-twelfth (1/12) (in the case of the first Bond Fund Year, the fraction, the numerator of which is one and the denominator is the number of months remaining prior to the first principal payment date) of the amount of the principal and interest on the payment next due on the Series 2026 Bonds to the end that there will be sufficient funds allocated to the Bond Account to pay the principal and interest on the Series 2026 Bonds as and when the same become due. Amounts allocated to the Bond Account shall be used solely for the purpose of paying principal and interest on the Series 2026 Bonds and any Parity Bonds and shall not be reallocated, transferred or paid out for any other purpose.

In the event there are insufficient Net Revenues available to meet all payment obligations on the Series 2026 Bonds and any Parity Bonds as required by this Section 3.4(b)(i), then available Net Revenues shall be allocated pro rata to the Outstanding Series 2026 Bonds and any Parity Bonds based on the principal and interest amounts, if any, next coming due on such Series 2026 Bonds.

(ii) Of the amounts allocated to the Bond Fund after there shall have been allocated the amounts required to be allocated under Section 3.4(b)(i), there shall be allocated annually on or before May of each year following delivery of the Series 2026 Bonds to an account known as the “Series 2026 Reserve Account” established on the books of the Issuer, the sum of \$2,800, plus such additional amount as may be required to meet any annual installment to the Series 2026 Reserve Account not therefore made in whole or in part, such allocations shall continue until there shall have been accumulated in the Series 2026 Reserve Account an amount equal to the Series 2026 Reserve Account Requirement. Amounts allocated to the Series 2026 Reserve Account shall be used to pay the principal falling due on the Series 2026 Bonds at any time when there are not sufficient funds in the Bond Account to pay the same, but pending such use may be invested as hereafter provided. When the Series 2026 Reserve Account has been accumulated to the Series 2026 Reserve

Account Requirement, no further allocations to said Series 2026 Reserve Account need be made unless payments from said Series 2026 Reserve Account have reduced the same below the Series 2026 Reserve Account Requirement, in which event allocations shall be resumed until such deficiency has been remedied.

In the event there are insufficient Net Revenues available to meet all funding obligations as required by this Section 3.4(b)(ii), then available Net Revenues shall be allocated pro rata based on the amounts required to be deposited in the reserve accounts established for the Series 2026 Bonds.

(iii) From the amounts on deposit in the Revenue Fund after the payment of the amounts required by the above subsections, there shall be allocated annually and in accordance with its covenant to establish a Capital Facilities Replacement Reserve Account (the “Replacement Account”), the Issuer will deposit annually, on the tenth day of [April], into the Issuer’s Replacement Account an amount equal to 5% of the Issuer’s annual operating budget for the System, including debt service and depreciation, for the Issuer’s then current fiscal year. The Issuer shall continue to fund the Replacement Account until the Series 2026 Bonds have been paid in full (or provision is made for such payment) as provided in this Master Resolution.

(iv) All remaining Net Revenues, if any, in the Bond Fund after all of the payments required to be made under Section 3.4(b)(i), Section 3.4(b)(ii) and Section 3.4(b)(iii) have been made, may be used by the Issuer (A) to prepay or redeem the Series 2026 Bonds, in whole or in part, (B) to make extensions, improvements, additions, repairs, and replacements to the System, or (C) to be applied to any other lawful purpose as determined by the Issuer.

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

Section 3.5 Investment of Funds. Any funds allocated to the Bond Account or the Series 2026 Reserve Account and in the Escrow may at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the moneys of the Bond Account and the Replacement Account shall be maintained in said respective accounts, and funds disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Series 2026 Reserve Account shall at the end of each Bond Fund Year be transferred by the Issuer to the Bond Account so long as the Series 2026 Reserve Account after said transfer has funds equaling the Series 2026 Reserve Account Requirement. Should the Series 2026 Reserve Account have on deposit less than the Series 2026 Reserve Account Requirement, then said income shall be maintained in the Series 2026 Reserve Account until total deposits in the Series 2026 Reserve Account equals the Series 2026 Reserve Account Requirement. There shall not be required to be in the Bond Account and the Series 2026 Reserve Account at any time more than the total amount required to pay the total principal outstanding of the Series 2026 Bonds. Whenever the money in the Bond Account and

the Series 2026 Reserve Account equal the total principal amount of the Series 2026 Bonds outstanding, the money in said Accounts shall be used to prepay all of the Series 2026 Bonds.

ARTICLE IV COVENANTS

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

(a) The Issuer covenants that it shall fund and maintain as provided herein all funds and accounts referenced herein until the Series 2026 Bonds have been paid in full.

(b) The rates for all water service supplied by the System to the Issuer and its inhabitants and to all customers within or without the boundaries of the Issuer shall be sufficient for the retirement and/or redemption of the Series 2026 Bonds, provided such rates must be reasonable rates for the type, kind, and character of the service rendered. There shall be no free service and there shall be charged against all users of the System, including the Issuer, such rates and amounts as shall be adequate to meet the debt service payments on the Series 2026 Bonds when due, and to make available for purposes having priority junior to the Bond Fund in the application of the Net Revenues in each Bond Fund Year, at least twenty-five percent (25%) of the Annual Debt Service for each such year. All Net Revenues, including those received from the Issuer, shall be subject to distribution for the payment of the cost of operating and maintaining the System, and the payment of the Series 2026 Bonds as hereinabove provided.

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

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

(e) So long as any Series 2026 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Bond Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by the Bondholder; provided, however, during such periods of time as the Drinking Water Board is the Registered Owner of the State Bonds, each such audit will be supplied to the Drinking Water Board as soon as completed without prior request therefor by the Drinking Water Board. Each such audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

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

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

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

All expenses incurred in compiling the information required by this section shall be regarded and paid as an Operation and Maintenance Expense. If a Bondholder is other than the Drinking Water Board, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each Bond Fund Year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

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

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

(i) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Series 2026 Bonds have been paid in full, except that the Issuer may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

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

(k) The Issuer shall complete the acquisition and construction of the Series 2026 Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(l) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or which might impair the security of the Bonds, except when the Issuer in good faith contests its liability to pay the same.

(m) The Issuer will not grant a franchise for the operation of any competing water system within its corporate limits, as long as the Series 2026 Bonds authorized herein remain outstanding.

(n) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that

Operation and Maintenance Expenses are at no time in excess of the Revenues reasonably available for the payment thereof.

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

(p) The Issuer certifies that it has complied with the requirements of the prior bond resolutions with respect to the issuance of additional debt on a parity with the Outstanding Bonds.

(q) Notwithstanding any other provision in this Resolution, to the extent permitted by law, neither the Issuer, nor any holder of a Series 2026 Bond shall claim or accept the benefits of any federal guarantee unless there has been obtained an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds to the effect that acceptance of such federal guarantee will not adversely affect the status of the Series 2026 Bonds.

(r) The Issuer agrees, in accepting the proceeds of the Series 2026 Bonds, to comply with all applicable state and federal regulations related to the Utah State Revolving Fund administered by the Drinking Water Board. These requirements include, but are not limited to, Title XVI of the Safe Drinking Water Act of 1996, OMB Circular A-133, the Utah Federal State Revolving Fund (SRF) Program (R309-705) of the Utah Administrative Code, the Local Government Bonding Act, the Utah Money Management Act, the Utah Procurement Code, and the State of Utah Legal Compliance Audit Guide.

(s) The Issuer shall establish a Capital Facilities Replacement Reserve Account (the "Replacement Account") to be held by the Issuer and shall deposit annually therein an amount equal to at least 5% of the Issuer's annual operating budget for the System, including debt service and depreciation, as more fully described in Section 3.4(b)(iii) hereof. The Replacement Account shall never serve as security for or a source of payment of principal of or interest on the Series 2026 Bonds. The Issuer shall retain and continue to make deposits into the Replacement Account as long as the Series 2026 Bonds are outstanding. The Issuer shall limit the use of moneys on deposit in the Replacement Account to the acquisition and construction of (a) replacements of obsolete System equipment or facilities, (b) extensions or additions to the Issuer's System, and (c) other capital improvements necessary to keep the System in good working condition. No disbursements shall be made from the Replacement Account unless and until the Issuer has given at least 30 days' advance written notice to the Drinking Water Board specifying the amount of the proposed disbursement and the purpose for which the disbursement will be made. The Issuer shall not, however, be required to obtain the consent of the Drinking Water Board prior to making any disbursements from the Replacement Account.

Section 4.2 Additional Indebtedness. No additional indebtedness, bonds, or notes of the Issuer secured by a pledge of the Net Revenues senior to the pledge of Net Revenues for the payment of the Series 2026 Bonds herein authorized shall be created or incurred by the Issuer without the prior written consent of the Bondholders of 100% of the Outstanding Series 2026

Bonds. In addition, no Additional Bonds or other indebtedness, bonds or notes of the Issuer payable on a parity with the Series 2026 Bonds herein authorized out of the Net Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default is existing under the Master Resolution on the date of authentication of such Additional Bonds, unless Bondholders of all Outstanding Bonds have each consented to the issuance of such Additional Bonds despite the existence of an Event of Default.

(b) Net Revenues for the Bond Fund Year immediately preceding the proposed date of issuance of such Additional Bonds are at least equal to 125% of the Average Annual Debt Service on all Bonds; provided, however, that such Revenue coverage test shall not apply to the issuance of any Additional Bonds to the extent they are issued for refunding purposes and the Average Annual Debt Service for such Additional Bonds does not exceed the then remaining Average Annual Debt Service for the Bonds being refunded therewith.

(c) All payments required by the Master Resolution to be made into the Bond Fund must have been made in full, and there must be in the Series 2026 Reserve Account the full amount required by this Master Resolution to be accumulated therein at such time.

Section 4.3 Additional Representations.

(a) The Issuer represents that it is a “governmental unit” within the meaning of Section 141(b)(6) of the Code.

(b) The Issuer represents and certifies that it will not take or permit any action to be taken which would cause the Series 2026 Bonds to be “arbitrage bonds” under Sections 103 and 148 of the Code.

(c) The Issuer represents that no amounts disbursed from the Escrow Account will be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a “governmental unit” within the meaning of Section 141(b)(6) of the Code.

(d) The total principal amount of the Series 2026 Bonds does not exceed the costs of the Series 2026 Project.

ARTICLE V MISCELLANEOUS

Section 5.1 Default and Remedies. Failure of the Issuer to (i) pay principal or interest on the Series 2026 Bonds, when due and payable or (ii) perform any covenant or requirement of the Issuer under this Master Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure shall constitute an event of default hereunder and shall allow each Bondholder to take the following enforcement remedies:

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

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

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

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

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

Whenever the Issuer shall propose to amend or modify this Master Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Series 2026 Bonds then Outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Recorder for public inspection. Should a Bondholder consent to the proposed amendment to this Master Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder

consents representing at least seventy-five percent (75%) of the principal of Series 2026 Bonds outstanding, the governing body of the Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section 5.2 shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on delinquent payments, without the consent of the Bondholder of such Series 2026 Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any Fund or account established hereunder without the consent of the Bondholders of all the Series 2026 Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Series 2026 Bonds, the Bondholders of which are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Series 2026 Bonds then outstanding, without the consent of the Bondholders of all the Series 2026 Bonds at the time outstanding which would be affected by the action to be taken.

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

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

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

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

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

Section 5.5 Sale of Series 2026 Bonds Approved. The sale of the Series 2026 Bonds to the Drinking Water Board, at par, is hereby ratified, confirmed, and approved.

Section 5.6 Bondholders not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition or construction of the Series 2026 Project or for the failure of the System to function successfully after completion of the Series 2026 Project.

Section 5.7 Notice of Public Hearing and Bonds to be Issued. In accordance with the provisions of the Act, the Issuer has previously authorized the publication of a “Notice of Public Hearing and Bonds to be Issued” (the “Notice”) to be published as a Class A notice under Section 63G-30-102, Utah Code Annotated 1953, as amended (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the Issuer’s official website, (iii) in a public location within the offices of the Issuer that is reasonably likely to be seen by residents of the Issuer, and (iv) as required under Section 45-1-101, Utah Code Annotated 1953, as amended, no less than fourteen (14) days before the public hearing date. The Issuer hereby ratifies and confirms the publication of said notices. The public hearing was held on October 7, 2026.

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

Section 5.9 Severability. If any section, paragraph, clause, or provision of this Master Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Master Resolution. It is hereby declared by the governing body of the Issuer that it is the intention of the Issuer by the adoption of this Master Resolution to comply in all respects with the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended.

Section 5.10 Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Master Resolution are, to the extent of such conflict, hereby repealed.

Section 5.11 Effective Date of Resolution. This Master Resolution shall take effect immediately upon its approval and adoption.

Section 5.12 Counterparts. This Master Resolution may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when so executed and delivered, shall constitute but one and the same instrument.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

EXHIBIT A
 FORM OF STATE BONDS
 UNITED STATES OF AMERICA
 STATE OF UTAH
 HILDALE CITY
 WATER REVENUE BOND, SERIES 2026

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Issue Date</u>
[0.5%]	[April 1, 2066]	
Number R - 1		[\$988,000]
Registered Owner: STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY, DRINKING WATER BOARD		
Principal Amount: NINE HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS *****		

Hildale City (the “Issuer”), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the Net Revenues and sources hereinafter provided, to the Registered Owner last named on the Registration Certificate attached hereto, on the Payment Dates specified below, the Total Amount set forth in the “Certificate of Dates of Payment and Amount” set for at the end of this Bond (the “Certificate”), but in no even more than the maximum principal amount of \$[_____], together with interest accruing on the unpaid principal balance from the date of delivery of the Bonds, at the rate of [half a percent (0.5%)] per annum (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable annually on April 1 of each year with interest payable beginning [April 1, 2027] and principal payable beginning on [April 1, 2028]. Principal, together with accrued but unpaid interest shall be payable in registered installments on [April 1] of each of the years as set forth in the following Repayment Schedule.

Principal Installment Payment Date (April 1)	Principal Payable
2028	\$23,000
2029	23,000
2030	23,000
2031	23,000
2032	23,000
2033	24,000
2034	24,000
2035	24,000
2036	24,000
2037	24,000
2038	24,000
2039	24,000
2040	24,000
2041	25,000
2042	25,000
2043	25,000
2044	25,000
2045	25,000
2046	25,000
2047	25,000
2048	25,000
2049	26,000
2050	26,000
2051	26,000
2052	26,000
2053	26,000
2054	26,000
2055	26,000
2056	27,000
2057	27,000
2058	27,000
2059	27,000
2060	27,000
2061	27,000
2062	27,000
2063	27,000
2064	28,000
2065	27,000
2066	28,000

Except as provided in the following paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or

of any successor Paying Agent. Payment of interest payments shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner.

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

If any installment payment of Bond Principal and/or interest is not paid when due and payable, the Issuer shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to interest and then to principal.

This Bond is payable solely from a special fund designated the “Hildale City Bond Account,” into which account and into a reserve therefor, to the extent necessary to assure prompt payment of this Bond, shall be pledged one hundred percent (100%) of the Net Revenues (as defined in the Master Resolution) to be derived from the operation of the Issuer’s water system (the “System”), all as more fully described and provided in the Master Resolution (defined herein).

This Bond is issued pursuant to (a) a Master Resolution of the Issuer dated as of September 1, 2026 (the “Master Resolution”) and (b) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended (the “Act”), for the purpose of (i) financing all or a portion of the costs of improvements to its water system (the “System”), including the construction of a booster pump station, pipeline improvements, a spring collection box, and all related improvements (collectively, the “Series 2026 Project”), [(ii) fund a debt service reserve fund, if necessary,] and (iii) pay costs of issuance with respect to the Series 2026 Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

As provided in the Master Resolution, bonds, notes, and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates, and may otherwise vary as provided in the Master Resolution, and the aggregate principal amount of such bonds, notes, and other obligations which may be issued is not limited. This Bond and all other bonds, notes, and other obligations issued and to be issued under the Master Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Resolution.

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

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

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

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

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

The Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed therein. The holder or owner of this Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in said Master Resolution.

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

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and under the authority of and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby declared that all acts, conditions, and things required by the Constitution and statutes of the State of Utah, the Act and the Master Resolution to exist, happen, and be performed precedent to or in connection with the issuance of this Bond have existed, have happened, and have been performed in regular and due time, form, and manner as required, that the amount of Bond does not exceed any limitation prescribed by said Constitution and statutes, that the Net Revenues to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into

a special fund by the Issuer sufficient for the prompt payment of this Bond and all bonds issued on a parity with this Bond, if any, and, said Net Revenues are not pledged, hypothecated, or anticipated in any way other than by the issue of this Bond and all bonds issued on a parity with this Bond, if any.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the corporate seal of said Issuer this 9th day of September 2026.

(SEAL)

By: _____ (Do Not Sign)
Mayor

COUNTERSIGN:

By: _____ (Do Not Sign)
City Recorder

REGISTRATION CERTIFICATE

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

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
	State of Utah Department of Environmental Quality, Drinking Water Board	

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

The undersigned authorized representative of the State of Utah Department of Environmental Quality, Drinking Water Board (the “Board”), hereby certifies that the Board has received written authorization from the City Recorder of the Issuer to stamp or write the amount or amounts indicated below on the date or dates set forth opposite such amount(s); that the amount last inserted under the column “Total Principal Sum” is the total amount received by the issuer for the issuance of this Bond, and that the undersigned has placed his/her signature in the space provided opposite such amount(s) to evidence the same.

<u>Amount of Payment</u>	<u>Date of Payment</u>	<u>Total Principal Sum</u>	<u>Board Representative Signature</u>
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____

EXHIBIT B

FORM OF EXCHANGE BONDS

UNITED STATES OF AMERICA
STATE OF UTAH
HILDALE CITY
WATER REVENUE BONDS, SERIES 2026

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Issue Date</u>
%		_____, 20____
Number R -		\$ _____

Registered Owner: _____

Principal Amount: _____ Dollars

Hildale City (the “Issuer”), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, or on a redemption date, upon presentation and surrender thereof, the Principal Amount, and in like manner to pay interest on the unpaid principal balance hereof accruing from _____, at the Interest Rate specified above (calculated on the basis of a 360 day year of twelve thirty day months) and payable on _____ of each year (each an “Interest Payment Date”) identified above by the City Recorder of Hildale City (the “Paying Agent”), to the Registered Owner hereof

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

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of _____ Dollars (\$ _____), issued in exchange for the conversion of the Issuer's Water Revenue Bond, Series 2026 (the "Series 2026 Bonds") dated _____, 2026, in the Total Principal Sum of \$ _____, authorized by a Resolution of the Issuer duly adopted on September 9, 2026 authorizing a Master Resolution dated as of [_____] 1, 2026 (the "Master Resolution"). This Bond and the issue of Bonds of which it is a part is issued pursuant to the Master Resolution dated as of [_____] 1, 2026] (the "Master Resolution") and (b) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, for the purpose of (i) financing all or a portion of the costs of improvements to its water system (the "System"), including the construction of a booster pump station, pipeline improvements, a spring collection box, and all related improvements (collectively, the "Series 2026 Project"), [(ii) fund a debt service reserve fund, if necessary,] and (iii) pay costs of issuance with respect to the Series 2026 Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined

in the Master Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

As provided in the Master Resolution, bonds, notes, and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Master Resolution, and the aggregate principal amount of such bonds, notes, and other obligations which may be issued is not limited. This Bond and all other bonds, notes, and other obligations issued and to be issued under the Master Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Master Resolution.

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

This Bond is subject to redemption prior to maturity at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer, in whole or in part, in the order determined by the Issuer, upon not less than thirty (30) days' nor more than forty-five (45) days' prior notice, at a redemption price equal to one hundred percent (100%) of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of said Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

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

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

The Master Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed therein. The Registered Owner of this Bond shall have no right to enforce the provisions of the Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Master Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Master Resolution.

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

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and under the authority of and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby declared that all acts, conditions, and things required by the Constitution and statutes of the State of Utah, the Act and the Master Resolution to exist, happen, and be performed precedent to or in connection with the issuance of this Bond have existed, have happened, and have been performed in regular and due time, form, and manner as required, that the amount of Bond does not exceed any limitation prescribed by said Constitution and statutes, that the Net Revenues to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond and all bonds issued on a parity with this Bond, if any, and, said Net Revenues are not pledged, hypothecated, or anticipated in any way other than by the issue of this Bond and all bonds issued on a parity with this Bond, if any.

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

(SEAL)

By: _____ (Do Not Sign)
Mayor

COUNTERSIGN:

By: _____ (Do Not Sign)
City Recorder

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned sells, assigns, and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

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

Signature Guaranteed:

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

Hildale City, Utah

September 9, 2026

The City Council of Hildale City, Utah (the “Council”), met in regular public session at the regular meeting place of the Council in Hildale, Utah, on Wednesday, September 9, 2026, at the hour of 7:00 p.m., with the following members of the Council being present:

Donia Jessop	Mayor
Lamont Black	Councilmember
JVar Dutson	Councilmember
Luke Merideth	Councilmember
Terrill Musser	Councilmember
Darlene Stubbs	Councilmember

Also present:

Maxene Jessop	City Recorder
---------------	---------------

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 9, 2026, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF HILDALE CITY, UTAH (THE “ISSUER”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$988,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2026 (THE “SERIES 2026 BONDS”); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2026 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2026 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2026 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2026 BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2026 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF A MASTER RESOLUTION AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of Hildale City, Utah (the “Issuer”) desires to (a) finance all or a portion of the costs of improvements to its water system (the “System”), including the construction of a booster pump station, pipeline improvements, a spring collection box, and all related improvements (collectively, the “Series 2026 Project”), (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance with respect to the Series 2026 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Water Revenue Bonds, Series 2026 (the “Series 2026 Bonds”) (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), (b) this Resolution, and (c) a Master Resolution (the “Master Resolution”) in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit C; and

WHEREAS, the State of Utah Department of Environmental Quality, Drinking Water Board (the “Drinking Water Board”) has offered to purchase the Issuer’s Series 2026 Bonds; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2026 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Series 2026 Bonds, the Council desires to grant to any one of the Mayor (including any Mayor Pro Tem, the “Mayor”) or the City Manager (the “Designated Officers”), the authority to (a) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2026 Bonds shall be sold and (b) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, it is hereby resolved by the City Council of Hildale City, Utah, as follows:

Section 1. For the purpose of (a) financing the Series 2026 Project, (b) funding a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2026 Bonds, the Issuer hereby authorizes the issuance of the Series 2026 Bonds which shall be designated “Hildale City, Utah Water Revenue Bonds, Series 2026” (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the aggregate principal amount of not to exceed \$988,000. The Series 2026 Bonds shall mature in not more than thirty-nine (39) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed half a percent (0.50%) per annum, as shall be approved by the Designated Officers, all within the Parameters set forth herein.

Section 2. The Designated Officers are hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2026 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Master Resolution in substantially the form presented to this meeting and attached hereto as Exhibit C is hereby authorized, approved, and confirmed. Any one of the Designated Officers and the City Recorder are hereby authorized to execute and deliver the Master Resolution in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof.

Section 4. The Designated Officers or other appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Master Resolution, the Series 2026 Bonds or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2026 Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Series 2026 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Master Resolution. The Mayor and the City Recorder are hereby authorized and directed to execute and seal the Series 2026 Bonds. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution. The Series 2026 Bonds shall recite that the Series 2026 Bonds are issued under the authority of the Constitution of the State of Utah, the Act and other applicable law.

Section 6. The Designated Officers or other appropriate officials of the Issuer are hereby authorized and directed to authenticate and deliver the Series 2026 Bonds in accordance with the provisions of the Master Resolution.

Section 7. Upon their issuance, the Series 2026 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2026 Bonds and the Master Resolution. No provision of this Resolution, the Master Resolution, the Series 2026 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 8. The Designated Officers and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, any escrow agreement or tax compliance procedures) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. After the Series 2026 Bonds are delivered to the Drinking Water Board and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2026 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution.

Section 10. In accordance with the provisions of the Act, the Issuer directs its officers and staff to cause a “Notice of Public Hearing and Bonds to be Issued” (the “Notice”), to be published in substantially the form attached hereto as Exhibit B. The Issuer shall hold a public hearing on October 7 2026 to receive input from the public with respect to the issuance of the Series 2026 Bonds and the potential economic impact that the improvements to be financed with the proceeds of the Series 2026 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after the Notice is published (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended (“Utah Code”) (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City’s official website, and (iii) in a public location within the principal office of the City that is reasonably likely to be seen by residents of the City and (b) as required in Section 45-1-101, Utah Code. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the office of the City Recorder, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the initial date of publication thereof.

Section 11. The Issuer hereby reserves the right to opt not to issue the Series 2026 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 13. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Series 2026 Project. The Series 2026 Bonds are to be issued, and the reimbursements made, by the later of 18 months after the payment of the costs or after the Series 2026 Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2026 Bonds which will be issued to finance the reimbursed costs of the Series 2026 Project is not expected to exceed \$988,000.

APPROVED AND ADOPTED this September 9, 2026.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

I, Maxene Jessop, the duly appointed and qualified City Recorder of Hildale City, Utah (the “City”), do hereby certify according to the records of the City Council of the City (the “City Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on September 9, 2026, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 9, 2026, and pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued will be published no less than fourteen (14) days before the public hearing date (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended (“Utah Code”) (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City’s official website, and (iii) in a public location within the principal offices of the City that is reasonably likely to be seen by residents of the City and (b) as required by Section 45-1-101, Utah Code.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this September 9, 2026.

(SEAL)

By: _____
City Recorder

EXHIBIT A
 CERTIFICATE OF COMPLIANCE WITH
 OPEN MEETING LAW

I, Maxene Jessop, the undersigned City Recorder of Hildale City, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended (“Utah Code”), I gave not less than twenty-four (24) hours public notice (the “Notice”) of the agenda, date, time and place of the September 9, 2026, public meeting held by the City Council of the City (the “City Council”), by causing the Notice, in the form attached hereto as Schedule 1:

(i) to be posted at the City’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) to be posted to the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) to be posted on the City’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2026 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) (the “Annual Notice”) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Annual Notice to be posted at least annually (a) on the Utah Public Notice Website, (b) on the City’s official website, and (c) in a public location within the principal office of the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 9, 2026.

(SEAL)

By: _____
 City Recorder

SCHEDULE 1
NOTICE OF MEETING

SCHEDULE 2
ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Public Hearing and Bonds to be Issued)

EXHIBIT B

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), that on September 9, 2026, the City Council (the “Council”) of Hildale City, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Water Revenue Bonds, Series 2026 (the “Series 2026 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer), and called a public hearing to receive input from the public with respect to (a) the issuance of the Series 2026 Bonds and (b) any potential economic impact that the project described herein to be financed with the proceeds of the Series 2026 Bonds may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on October 7, 2026, at the hour of 7:00 p.m. at 320 East Newel Avenue, Hildale, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2026 Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2026 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2026 BONDS

The Series 2026 Bonds will be issued for the purpose of (a) financing all or a portion of the costs of improvements to its water system (the “System”), including the construction of a booster pump station, pipeline improvements, a spring collection box, and all related improvements (collectively, the “Series 2026 Project”), (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance with respect to the Series 2026 Bonds.

PARAMETERS OF THE SERIES 2026 BONDS

The Issuer intends to issue the Series 2026 Bonds in the aggregate principal amount of not more than Nine Hundred Eighty-Eight Thousand Dollars (\$988,000), to mature in not more than thirty-nine (39) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed half a percent (0.50%) per annum. The Series 2026 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a Master Resolution (the “Master Resolution”) which was before the Council in substantially final form at the time of the adoption of the Resolution and said Master Resolution is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2026 Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Series 2026 Bonds for any reason and at any time up to the issuance of the Series 2026 Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Series 2026 Bonds are special limited obligations of the Issuer payable from the net revenues of the System (the “Revenues”).

OUTSTANDING BONDS SECURED BY REVENUES

There are currently \$[193,381.85] of bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer’s outstanding bonds may be found in the Issuer’s financial report (the “Financial Report”) at: <https://reporting.auditor.utah.gov/searchreports/s/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Maxene Jessop at (435) 874-2323.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer’s current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2026 Bonds to be issued under the Act to finance the Series 2026 Project, if held until maturity is \$1,092,435.

A copy of the Resolution and the Master Resolution are on file in the office of the Hildale City Recorder located at 320 East Newel Ave, Hildale, Utah, where they may be examined during regular business hours of the City Recorder from 9:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Master Resolution or the Series 2026 Bonds, or any provision made for the security and payment of the Series 2026 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this September 9, 2026.

/s/ Maxene Jessop

City Recorder

EXHIBIT C
FORM OF MASTER RESOLUTION

**HILDALE CITY**

320 East Newel Ave.
P.O. Box 840490
Hildale, UT 84784
Phone: (435) 874-2323

STAFF REPORT – ZONE CHANGE APPLICATION*Hildale City Planning & Zoning*

TO:	Hildale City Planning Commission
FROM:	Office of the Zoning Administrator, Hildale City Planning & Zoning
DATE:	August 18, 2026
SUBJECT:	Zone Change Application (City-Initiated) - 985 N Box Elder Street, Innovation Center
APPLICANT:	Hildale City (city-initiated application, HCC 152-7-3(b))
PROPERTY OWNER:	Hildale Town Corporation
AGENT:	Mayor Donia Jessop, on behalf of the City as owner
PROPERTY:	985 N Box Elder Street, Hildale, UT - Lot 1, Short Creek Subdivision No. 5 (HD); corner of State Street (SR-59), Jessop Avenue, and Box Elder Street
PARCEL NO.:	HD-SHCR-5-1 4.76 acres / 207,346 sq. ft. Improved (3,770 sq. ft. two-story office building, the Innovation Center)
OWNERSHIP:	Warranty Deed, Doc. ID 20190005467, Washington County Recorder, Feb. 13, 2019 (Canaan Mountain Holdings, LLC to Hildale Town Corporation)
REQUEST:	Zone Change from PF (Public Facility) to HC (Highway Commercial)
FLU DESIGNATION:	Commercial (General Plan, Future Land Use Map, p. 18)

■ Request & Context

Hildale City initiates a zone change from PF (Public Facility) to HC (Highway Commercial) for Parcel HD-SHCR-5-1, a 4.76-acre parcel at 985 N Box Elder Street located at the corner of State Street (SR-59), Jessop Avenue, and Box Elder Street. The parcel is owned by Hildale Town Corporation and is improved with a 3,770 square foot two-story professional office building constructed in 2004, known as the Innovation Center.

The purpose of the request is to align the parcel's zoning with its established and intended use. The Innovation Center is leased to commercial tenants, and the City must retain the building as a condition of the federal grant tied to it. The current PF zone recognizes public and quasi-public facilities and does not permit general commercial business uses. As a result, business license applications from Innovation Center tenants cannot be processed, because the proposed uses do not appear in the PF use table –

(HCC Table 152-17-1). Rezoning the parcel to HC resolves that question by making the tenants' commercial uses permitted uses, which allows their business licenses to be issued.

Staff recommends a POSITIVE RECOMMENDATION to City Council for APPROVAL.



HILDALE CITY

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Phone: (435) 874-2323

■ Zone Analysis

The PF zone (HCC Chapter 17) provides for facilities owned by public and quasi-public entities that utilize relatively large areas of land, with typical uses including cemeteries, hospitals, public parks, public schools, and public utility facilities (HCC 152-11-2(f)(2)). General commercial business uses are not permitted in PF; retail, general office as a private commercial use, personal services, and repair services are all designated "N" in Table 152-17-1.

The HC zone (HCC Chapter 15) provides commercial areas with visibility and access from SR-59 and major arterial roads for the convenience of commuters and the traveling public (HCC 152-11-2(d)(3)). The commercial uses operating at the Innovation Center are permitted uses in HC: general office, media service, repair service, research service, personal care service, personal instruction service, and general retail are each designated "P" in Table 152-15-1. HC permits the parcel to continue serving public functions as well, because government service and operations center are also permitted uses in HC. The rezone therefore accommodates both the existing City-retained building and its commercial tenants.

The parcel abuts SR-59. HCC 152-15-7(d) provides that, for property abutting SR-59, the Highway Commercial Zone begins at the highway right-of-way line and extends five hundred feet from that line, "except as otherwise depicted by the zoning map." Rezoning the entire 4.76-acre parcel to HC is consistent with this provision and with the map-depiction exception.

■ General Plan Consistency Analysis

The Future Land Use Map (General Plan p. 18) designates the SR-59 frontage corridor, including the subject parcel, as Commercial. The map shows a Commercial band running directly along the highway, with Industrial behind it to the southwest and Residential behind it to the northeast. This mirrors the General Plan's written policy that the land use pattern "calls for commercial directly adjacent to the highway (1 to 1/2 block) with industrial and manufacturing behind," so that retail can leverage the traffic passing through the area (General Plan, Economic Development Element, p. 21). The proposed HC zone is a commercial zone directly consistent with this Commercial designation, and no General Plan amendment is required.

The zone change advances several General Plan goals and objectives. It implements Land Use Objective O3-1.2, which directs the City to "allow for proper commercial growth in appropriate areas, compatible with the overall goals of the General Plan" (General Plan, Land Use Element, p. 20). It advances Economic Development Goal G5-2, to increase the City's tax base through expanding commercial development, and Objective O5-2.1, to "provide commercial zoning in compliance with the General Plan at a pace that supports economic expansion" (General Plan, Economic Development Element, p. 21). The General Plan further anticipates that "commercial development is expected along State Street," and that properties near the highway may be "repurposed over time from a mix of commercial and industrial into commercial/office" (General Plan, Land Use Element, p. 7).

**HILDALE CITY**

320 East Newel Ave.
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The proposed HC zone is harmonious with the overall character of existing development in the vicinity. The parcels immediately across State Street and Newel Avenue to the south and east are zoned HC (Highway Commercial) and GC (General Commercial); land to the southwest across the highway is M-1 (Light Industrial). The subject parcel sits within this established commercial and highway-oriented context, and the rezone represents a logical extension of the surrounding commercial pattern rather than an intrusion into a residential or agricultural area (HCC 152-7-7(e)(2)).

■ Departmental Review

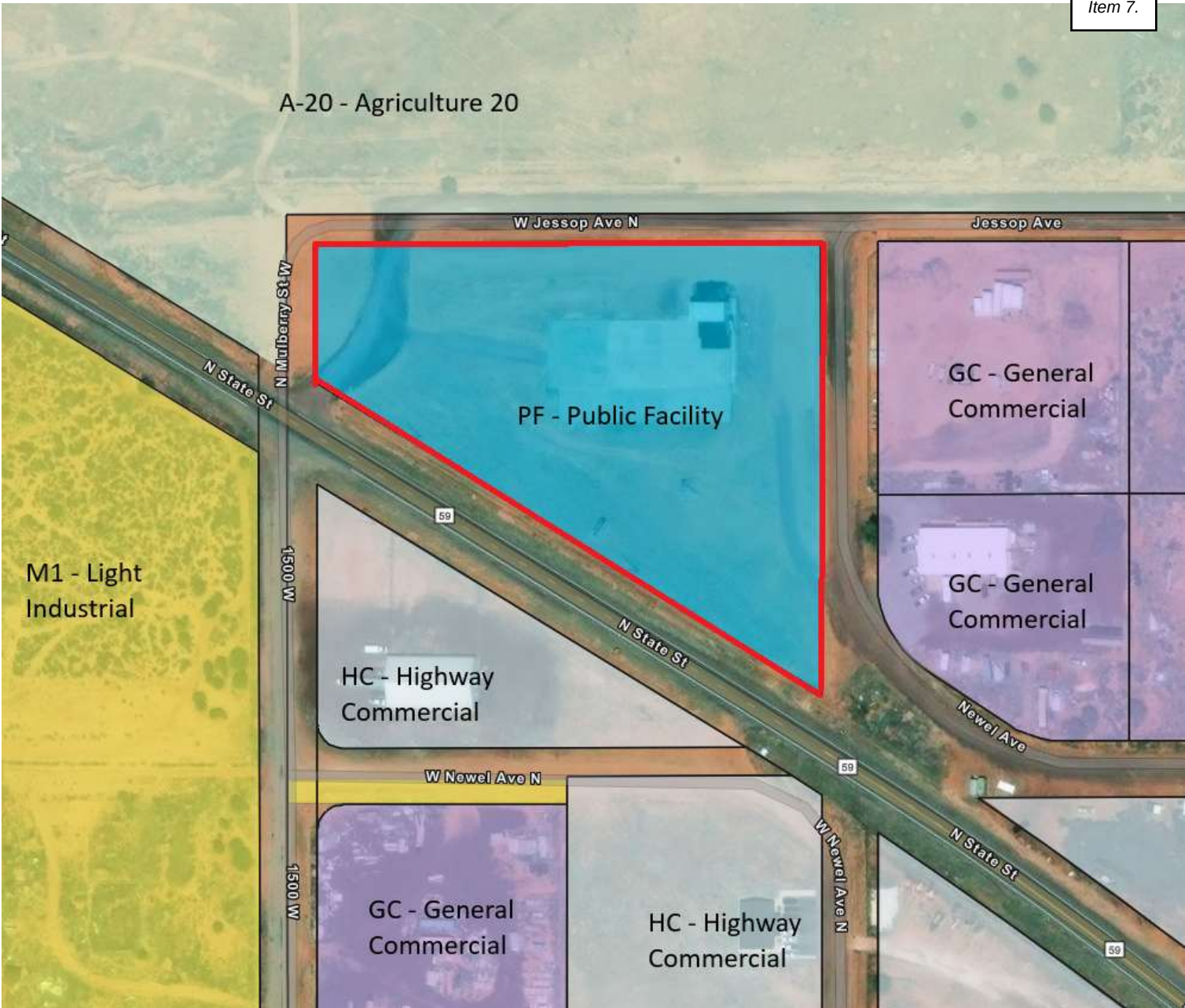
Because the parcel is already developed and served, and the request does not propose new construction, the rezone is not expected to change demand on City facilities and services.

■ Staff Recommendation

Staff recommends that the Planning Commission forward a POSITIVE RECOMMENDATION to City Council for APPROVAL of the zone change from PF (Public Facility) to HC (Highway Commercial) for Parcel HD-SHCR-5-1, 985 N Box Elder Street.

Mayor Donia Jessop

Zoning Administrator



HILDALE CITY ORDINANCE NO. 2026-009
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HILDALE,
UTAH,
ADOPTING AMENDMENTS TO HILDALE CITY ZONING MAP.

WHEREAS, the City of Hildale is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah Law, and is authorized pursuant to the Municipal Land Use Development and Management Act, Utah Code Annotated, Title 10, Chapter 9a to enact and amend its zoning map;

WHEREAS, on **August 18, 2026**, the Hildale City Planning Commission held a duly convened public hearing for the purpose of obtaining public input on a proposed amendment to the Zoning Map, and considered each written objection filed prior to the public hearing;

WHEREAS, the Planning Commission has prepared and recommended this proposed amendment for adoption by the City Council, and has forwarded to the City Council all objections that the Commission received;

WHEREAS, the City Council has considered the Planning Commission's recommendations, has provided notice and held a public meeting on the date set forth below, and hereby adopts amendments to the Zoning Map after making revisions, if any, that the Council considers appropriate;

WHEREAS, Applicant **Hildale City** has requested a zone change for **Parcel number HD-SHCR-5-1**, located at **985 N Box Elder**, from Public Facility (**PF**) to **Highway Commercial (HC)**; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety and welfare of the inhabitants of Hildale to amend the Zoning Map as requested.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF HILDALE, UTAH:

Section 1. The Hildale City Zoning Map is hereby amended to change the following described property from Public Facility (**PF**) to **Highway Commercial (HC)**:

**Lot 1, Short Creek Subdivision No. 5 (HD); corner of State Street (SR-59),
 Jessop Avenue, and Box Elder Street**

Section 2. This ordinance shall become effective immediately after publication or posting as required by law.

PASSED AND ADOPTED BY THE HILDALE CITY COUNCIL, STATE OF UTAH, ON
THIS 9th DAY OF **September, 2026.**

Council Member	Title	YES	NO	ABSTAIN	ABSENT
JVar Dutson	Council Member				
Luke Merideth	Council Member				
Terrill Musser	Council Member				
Darlene Stubbs	Council Member				
Lamont Black	Council Member				

Donia Jessop, Mayor

Attest:

(seal)

Maxene Jessop, City Recorder

**HILDALE CITY**

320 East Newel Ave.
P.O. Box 840490
Hildale, UT 84784
Phone: (435) 874-2323

STAFF REPORT – ZONE CHANGE APPLICATION*Hildale City Planning & Zoning*

TO:	Hildale City Planning Commission
FROM:	Office of the Zoning Administrator
DATE:	Tuesday, August 18, 2026
SUBJECT:	Zone Change, RA-1 to RA-.5, 845 W Field Avenue (Lot B)
APPLICANT:	Randal Serr and Allison Serr
PROPERTY OWNER:	Randal Serr and Allison Serr, as joint tenants
PROPERTY:	845 W Field Avenue (Lot B), Hildale, Utah
PARCEL NO.:	HD-SHCR-2-31-B (a portion of Lot 31, Short Creek Subdivision #2)
OWNERSHIP:	Corrective Warranty Deed from Billy Shem Stubbs, recorded with the Washington County Recorder on March 15, 2023, Doc ID 20230006997
REQUEST:	Rezone the 0.44-acre vacant lot from RA-1 Residential Agricultural to RA-.5 Residential Agricultural to allow utility service and future single-family construction
FLU DESIGNATION:	Residential (General Plan Future Land Use Map, p. 18)

■ Application Summary

Randal Serr and Allison Serr, owners of the vacant property at 845 W Field Avenue (parcel HD-SHCR-2-31-B, a portion of Lot 31 of Short Creek Subdivision #2), request a zone change from RA-1 Residential Agricultural to RA-.5 Residential Agricultural. In the applicant's own words on the application form, the request is "we would like to rezone to RA-0.5 to put in utilities and potentially build."

The property is a vacant lot of 0.44 acre. The owners purchased it in early 2023 as a long-term holding, with the intention of extending utilities to it and eventually either building a single-family home or selling it to someone who will. They discovered only after purchase that the lot cannot lawfully be built upon or served in its current zoning classification.

The request is a correction, not an expansion. Nothing about the rezone authorizes new construction, additional density, or a more intense use than the surrounding neighborhood already carries. It changes the minimum lot area that applies to a lot that already exists at its present size, so that the lot becomes a lawful building site rather than a parcel the City cannot serve.



HILDALE CITY

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■ Background: How the Lot Became Unbuildable

Parcel HD-SHCR-2-31-B was created by dividing a larger parent parcel, HD-SHCR-2-31, into two pieces. The division that created Lot B occurred well after the City placed this area in the RA-1 zone. The zoning map for this part of the City was established and repeatedly amended through Ordinances. The RA-1 designation was therefore in place before the 2022 division.

The RA-1 zone requires a minimum lot area of 0.8 acre (HCC §152-14-4, Table 152-14-2). Lot B is 0.44 acre. It has never satisfied the zone it sits in, and it could not have satisfied that zone on the day it was created.

The owners did not create this condition. They bought the lot as it was recorded, through a real estate transaction, and learned of the problem when they came to City Hall to ask how to bring utilities to their property.

■ Why the Rezone Is the Correct Remedy

Staff examined whether the owners have any path forward short of a rezone, and specifically whether the lot qualifies for the protections that Chapter 8 extends to non-conforming lots. It does not.

HCC §152-8-6(b) allows a new single-family dwelling to be constructed on a legally established lot that is non-conforming as to area or width, provided the lot "was legally non-conforming when the area or width requirements were changed." That provision reaches lots that complied when they were created and were later made deficient by a change in the ordinance. It does not reach lots that were deficient from the moment they came into existence.

The lot cannot be built upon or served while it remains in RA-1. A variance is not the appropriate alternative, because the five variance criteria in HCC §152-7-12 include a requirement that the circumstances not be of the applicant's own creation and that the hardship be tied to special circumstances attaching to the property, and a lot-area deficiency curable by applying the City's own half-acre zone is not the kind of hardship the variance mechanism is built to address. The clean remedy is the one the applicants have chosen, which is to place the lot in the zone whose standards it actually meets.

Rezoning the lot to RA-.5 resolves the deficiency completely. At 0.44 acre the lot exceeds the RA-.5 minimum lot area of 0.4 acre, and at approximately 138 feet of width it exceeds the RA-.5 minimum lot width of 100 feet (HCC §152-14-4, Table 152-14-2). The lot becomes fully conforming, with no residual non-conformity of any kind, and the City is then in a position to process a utility request and, in due course, a building permit through the ordinary channels.



HILDALE CITY

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■ Land Use Analysis

General Plan Consistency

RA-.5 is a residential agriculture zone. The General Plan and the City Code both describe the RA-1 and RA-.5 zones as serving the same purpose, which is "to foster very low and low density development with little impact on its surroundings and municipal services; to preserve the character of the city's semi-rural areas; and to promote and preserve conditions favorable to large-lot family life, including the keeping of limited numbers of farm animals and fowl," with the predominant use intended to be "large lot neighborhoods with detached single-family dwellings" (HCC §152-11-2(b)(1)). A half-acre lot holding one detached single-family home in an established residential grid is precisely the pattern that language describes.

Compatibility With the Surrounding Area

Field Avenue lies within the platted townsite grid between Utah Avenue and Uzona Avenue. The abutting and nearby properties are predominantly zoned RA-1, with a small number of parcels in the immediate vicinity carrying other designations, as shown on the zoning map excerpt submitted with the application. The established character is low-density residential on generously sized lots, which is the character both RA-1 and RA-.5 are written to protect.

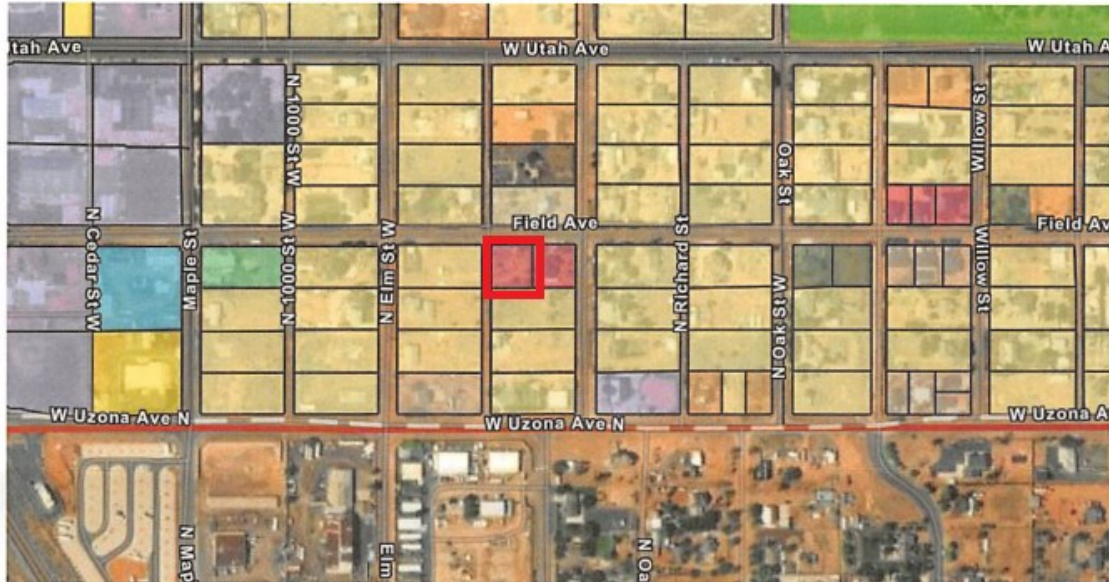
The rezone itself places no new demand on roadways, parks, police or fire protection, storm drainage, water supply, or wastewater collection, because it authorizes no construction. The demand question arises when the owners seek utility service and a building permit, and it is answered at that point through the Utility Department.

■ Recommendation

Staff recommends that the Planning Commission **forward a positive recommendation** to the City Council to approve the zone change of parcel HD-SHCR-2-31-B, 845 W Field Avenue (Lot B), from RA-1 Residential Agricultural to RA-.5 Residential Agricultural.

Mayor Donia Jessop

Zoning Administrator



Yellow = RA-1

Red = Other

B. Residential Agriculture Zones:

Residential agriculture zones allow a mix of agricultural and residential uses on large lots. Limited agriculture activities, the keeping of limited numbers of animals, and the enjoyment of a "gentleman farmer" type neighborhood are the purpose of these zones. 1. *The purpose of the RA-1 and RA-.5 zones is to foster very low and low density development with little impact on its surroundings and municipal services; to preserve the character of the city's semi-rural areas; and to promote and preserve conditions favorable to large-lot family life, including the keeping of limited numbers of farm animals and fowl.* The predominant use in these zones is intended to be large lot neighborhoods with detached single-family dwellings, protected from encroachment by commercial and industrial uses. Other major uses in these zones are small farms, hobby farms and agricultural developments. Ancillary uses include churches, schools, and parks to serve neighborhood areas.

HILDALE CITY ORDINANCE NO. 2026-010
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HILDALE,
UTAH,
ADOPTING AMENDMENTS TO HILDALE CITY ZONING MAP.

WHEREAS, the City of Hildale is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah Law, and is authorized pursuant to the Municipal Land Use Development and Management Act, Utah Code Annotated, Title 10, Chapter 9a to enact and amend its zoning map;

WHEREAS, on **August 18, 2026**, the Hildale City Planning Commission held a duly convened public hearing for the purpose of obtaining public input on a proposed amendment to the Zoning Map, and considered each written objection filed prior to the public hearing;

WHEREAS, the Planning Commission has prepared and recommended this proposed amendment for adoption by the City Council, and has forwarded to the City Council all objections that the Commission received;

WHEREAS, the City Council has considered the Planning Commission's recommendations, has provided notice and held a public meeting on the date set forth below, and hereby adopts amendments to the Zoning Map after making revisions, if any, that the Council considers appropriate;

WHEREAS, Applicants **Randal and Allison Serr** have requested a zone change for HD-SHCR-2-31-B, located at 845 W Field Ave. Lot B, from **Residential Agriculture 1 (RA-1)** to **Residential Agriculture .5 (RA- .5)** ; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety and welfare of the inhabitants of Hildale to amend the Zoning Map as requested.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF HILDALE, UTAH:

Section 1. The Hildale City Zoning Map is hereby amended to change the following described property from **Residential Agriculture 1 (RA-1)** to **Residential Agriculture .5 (RA- .5)**:

SHORT CREEK 2 (HD) Lot: 31 Section 2. This ordinance shall become effective immediately after publication or posting as required by law.

PASSED AND ADOPTED BY THE HILDALE CITY COUNCIL, STATE OF UTAH, ON
THIS 9th DAY OF **September, 2026.**

Council Member	Title	YES	NO	ABSTAIN	ABSENT
JVar Dutson	Council Member				
Luke Merideth	Council Member				
Terrill Musser	Council Member				
Darlene Stubbs	Council Member				
Lamont Black	Council Member				

Donia Jessop, Mayor

Attest:

(seal)

Maxene Jessop, City Recorder

LAMB EXCAVATING INC

P.O. Box 177
 Orderville, UT 84758
 +14356482318
 kellylamb1986@gmail.com



Estimate

ADDRESS

Hildale City
 P.O. Box 840490
 320 East Newel Ave
 Hildale, UT 84784 USA

SHIP TO

Hildale City
 P.O. Box 840490
 320 East Newel Ave
 Hildale, UT 84784 USA

ESTIMATE # 1179**DATE** 07/13/2026**EXPIRATION DATE** 10/01/2026**SHIP DATE**

07/13/2026

P.O. NUMBER

Maxwell Canyon Project 2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Chip Seal	Chip Seal (Double Chip)	27,040	2.00	54,080.00
	Chip Seal	Spray Oil	52	30.00	1,560.00
	Chip Seal	Chips	350	50.00	17,500.00
	Chip Seal	PMRE Oil	52	1,200.00	62,400.00
	Mobilization	Mobilization	1	5,000.00	5,000.00
	Transportation	Hauling Chips from Ballistic Pit	350	10.00	3,500.00

Estimate is for scope of work that has been discussed. If the work exceeds the scope, work will stop and invoices will be paid by customer. A new quote will be discussed with the customer before moving forward.

TOTAL**\$144,040.00**

Accepted By

Accepted Date

HILDALE CITY

Staff Report — City Council Agenda Item

Subject:	Bureau of Land Management (BLM) Right-of-Way Grant Renewal and Fee Payment — Natural Gas Pipeline (Serial No. UTUT106257989)
Prepared By:	Maxene, City Recorder
Date:	September 9, 2026
Requested Action:	Approve execution of the BLM Right-of-Way grant renewal and authorize payment of associated rental and monitoring fees.

Background

Hildale City holds an existing right-of-way (ROW) grant from the Bureau of Land Management (serial number UTUT106257989) authorizing the City's underground natural gas pipeline to cross approximately 29.11 acres of BLM-administered land in Washington County. On August 11, 2026, the BLM St. George Field Office sent the City an unsigned ROW grant (Form 2800-14) for renewal, along with a bill for the associated fees, as required under 43 CFR Part 2800.

The City's rental for this ROW has historically been approximately \$1,000 per year. The BLM's 2026 fee determination is substantially higher, as detailed below. This increase is a result of BLM's fair-market-value rental redetermination and monitoring fee schedule under federal regulations. It is not a fee the City requested, negotiated, or can decline while retaining the pipeline crossing.

Fee Summary

Fee	Authority	Amount
2026 Rental (remainder of year)	43 CFR 2806.24(a)(2)(ii)	\$12,850.92
Monitoring Fee (Category 2, 30-yr term)	43 CFR 2805.16	\$1,141.00
Total Due		\$13,991.92

Note: Processing fee for the ROW application was previously received and paid by BLM's office; it is not included in the amount above.

Why the Increase

- Rental is recalculated by BLM using fair market value under 43 CFR 2806.24, applying comparable commercial rental practices — not a fixed or negotiated municipal rate.
- The Monitoring Category fee (Category 2, \$1,141.00) reimburses BLM's cost to monitor the ROW over its 30-year term, per 43 CFR 2805.16.
- Both figures are set by federal formula at the time of grant issuance/renewal; the City has no ability to negotiate the amount.

Timeline / Urgency

BLM's letter requests payment and two signed copies of the ROW grant within 30 days of the August 11, 2026 letter (i.e., on or before approximately September 10, 2026). The letter states that if these requirements are not met, "your application may be denied," which would jeopardize the City's authorized right to maintain the pipeline crossing on federal land.

Budget Impact

This fee was budgeted at the prior year's rate (~\$1,000). The increase to \$13,991.92 represents an unbudgeted expense of approximately \$13,000. Funds will be paid from the Gas Fund, which has sufficient reserves to cover the cost; no budget amendment is required at this time.

Recommendation

Staff recommends the Council approve execution of the BLM Right-of-Way grant (Form 2800-14, Serial No. UTUT106257989) and authorize the Mayor to sign the grant and authorize payment of \$13,991.92 in rental and monitoring fees to the U.S. Department of the Interior, BLM, to preserve the City's gas pipeline right-of-way across federal land.

HILDALE CITY PROCUREMENT POLICY

Adopted by Ordinance No. _____ on _____, 20____
Effective _____, 20____

1. Purpose, Authority, and Application

This Policy explains how Hildale City buys goods, services, and construction. Its goals are fair treatment of vendors, honest competition, reasonable prices, and clear records. It is adopted under Utah Code Sections 10-6-122 and 63G-6a-107.4. The City Council is the City's rulemaking authority.

Parts of the Utah Procurement Code the City adopts. The City adopts Utah Code Section 63G-6a-506 (small purchases), Utah Code Section 63G-6a-2105 (cooperative procurement), 63G-6a-904 (suspension and debarment), and Part 24, Unlawful Conduct and Penalties. The City does not adopt Parts 16 through 19, which set out the state protest process, as the City is a nonadopting local government procurement unit under Utah Code Section 63G-6a-103. Protests are handled under Section 14 of this policy.

What this Policy covers. It applies to purchases made with City funds, including grant funds. It does not apply to real property, employment, or grants the City awards to others. If a state, federal, or grant requirement is stricter, that requirement controls. The definitions in Utah Code Section 63G-6a-103 apply, and "days" means calendar days.

Basic rules that always apply. Every purchase must have available budget authority before it is made and must follow any restrictions attached to grant or other restricted funds. A purchase or project may not be divided into smaller pieces to avoid this Policy, and related needs that can reasonably be anticipated must be counted together. The City may cancel a solicitation, reject any or all responses, or waive minor irregularities when that is in the City's best interest. Vendors pay their own response costs and are not entitled to lost profits. The City uses its sales tax exemption when the law allows, and vendors may request the City exemption form. Use of the City's tax exemption form or number for ineligible or personal purchases may be subject to disciplinary action.

2. Who Approves Purchases

Procurement Official. The Mayor or their designee is the Procurement Official and may designate another City officer or employee in writing. Any designation must state its scope and dollar limit and be kept with the procurement records. The Procurement Official may not approve, evaluate, or decide a protest on a purchase in which the Procurement Official has a personal or financial interest. In that case the City Council designates someone else for that purchase.

City Recorder. Keeps the procurement records, reviews purchase orders for budget and policy compliance, posts required public notices and receives protests.

Departments. Define the need, confirm budget is available, get approval before committing the City, and verify that the goods or services were received. Finance verifies budget authority and documentation before payment. Where staffing allows, the person who requests a purchase should not be the person who approves the payment.

The table below controls. The dollar figure is the total expected value of the purchase, including related items and any renewal terms.

Total expected value	Minimum process	Who approves the award
\$0 through \$5,000	Direct purchase at a reasonable price	Department head, within budget; Procurement Official where no department head exists.
Over \$5,000 through \$50,000	Three written quotes, or the qualifications review in Section 3	Procurement Official, within budget
Over \$50,000	Invitation for bids or request for proposals, unless Section 7 applies	City Council, before signing
Construction over \$50,000	Section 8 controls	City Council, before signing
Not in the adopted budget	The process that matches the value, plus a budget amendment	City Council, after the budget amendment

Contracts and purchase orders. The Mayor signs contracts unless authority is delegated in writing. Section 9 states when a written contract is required, and a receipt or purchase order is normally enough for purchases under \$5,000. A purchase order is required before the purchase for any goods or services costing \$5,000 or more. It confirms budget and policy compliance but does not replace the approval process. Purchasing cards may not be used to get around this Policy, and itemized receipts are required.

Annual vendor limit. The City may not spend more than \$75,000 with the same vendor in a fiscal year without competition or an exception under Section 7. Utilities, payroll, debt service, insurance, and payments under a contract that was already competed or awarded under Section 7 do not count toward the limit. The City Council may approve another exception for good cause in a public meeting.

3. Small Purchases and Quotes

\$5,000 or less. A department head may buy directly at a reasonable price.

Over \$5,000 through \$50,000. Get at least three written quotes when three are reasonably available. Award may be based on price and any other factors stated when the quotes were requested. If fewer than three quotes come in, the Procurement Official may proceed after documenting the effort made and why the price is reasonable.

Qualifications review. For professional or design professional services over \$5,000 through \$50,000, the City may negotiate directly with one provider after reviewing the qualifications of at least three providers. The file identifies the providers reviewed, the reason for the selection, and why the price is reasonable.

4. Invitation for Bids

An invitation for bids is used when the City can clearly describe what it needs and can award to the lowest responsive and responsible bidder. Section 12 governs when a bid may be rejected as not responsive or a bidder found not responsible. An invitation for bids must describe the purchase, submission requirements, the deadline, the award method, and any required bonds or insurance. Public notice is posted at least fourteen days before the bid opening on the City website and the Utah Public Notice Website. Construction projects follow Section 8 instead.

Bids are opened publicly. Bidder names and amounts are recorded. Awards go to the lowest responsive and responsible bidder. After the deadline, only minor clerical errors may be corrected, and the Procurement Official may allow withdrawal for a documented material mistake. Tie bids are broken by a fair method the Procurement Official writes down.

5. Requests for Proposals or Qualifications

A request for proposals is used when factors other than price matter. It states the City's needs, minimum requirements, evaluation criteria, how cost is evaluated, the deadline, contract terms, and how to file a protest. Solicitation notices are given at least fourteen days before the deadline, and proposals are opened privately.

A committee of at least three members evaluates the proposals using the stated criteria. Members disclose conflicts and keep proposals confidential. Award goes to the responsible offeror providing the best value, supported by a written evaluation. Scores become public after award to the extent the law allows.

6. Professional and Design Professional Services

Professional services are selected using the method that matches the work and the dollar value. The City may consider qualifications, experience, approach, availability, price, and risk. For services over \$5,000 through \$50,000, the qualifications review in Section 3 may be used.

For design professional services, the City ranks firms on qualifications and then negotiates a fair and reasonable price with the highest ranked firm. If they cannot agree, the City ends those negotiations and moves to the next ranked firm. Over \$50,000, the City publicly requests statements of qualifications using the fourteen-day notice period, and the file shows the criteria, the rankings, the negotiations, and the basis for the final price. Design work connected to a construction project is procured separately from the construction itself.

7. Exceptions to Competition

An exception still requires budget authority, approval, a reasonable price, ethics compliance, and documentation. The Procurement Official may approve an exception through \$50,000, and the City Council approves an exception over \$50,000. The reason must be written down before the purchase, except that an emergency may be documented promptly afterward. An emergency purchase made without prior approval is reported to the City Council at its next regular meeting for ratification.

- Sole source. Only one source is reasonably available, or competition is unlikely to produce other acceptable offers. Poor planning, an expired contract, or a preference for the current provider is not a justification.
- Emergency. Needed to avoid a lapse in a critical service or to address a threat to public health, safety, welfare, or property. The City may not buy more than is reasonably necessary.
- Time sensitive bargain. A public auction, closeout, or bankruptcy sale where the Procurement Official determines the price is well below market.
- Cooperative contracts. Under Utah Code Section 63G-6a-2105 the City may buy from state cooperative contracts and contracts of other public procurement units without its own solicitation. The file shows the contract used, the City's eligibility, the scope and term, and that the price is reasonable. The City may use a cooperative contract only after confirming that the City is eligible to use it and that all applicable requirements of Utah Code Section 63G-6a-2105 have been satisfied.
- Purchases from another public entity, as allowed by law.

8. Construction, Public Works, and Utility Projects

This Section applies to any project to construct or repair a City building or structure, or street and to any project to construct a park or recreation facility, a pipeline, culvert, dam, canal, or other water, sewer, gas, storm water, or flood control system.

City threshold. Utah Code Section 11-39-101 sets two separate bid limits, one for building improvements and one for public works projects. The City has chosen a stricter local rule and requires the competitive process in this Section for any project over \$50,000. If a project is \$50,000 or less, use the normal thresholds in Section 2. A project that exceeds the applicable state bid limit must also meet the requirements of Utah Code Section 11-39-103. Regardless of cost, a building improvement or public works project covered by Utah Code Section 11-39-102 must have the plans, specifications, and cost estimate required by that section. A construction project on a class B or class C City street over the bid limit in Utah Code Section 72-6-109 is governed by Utah Code Section 72-6-108 rather than by Utah Code Chapter 11-39, and follows the bidding, notice, and award requirements of that section. For a Class C road improvement project exceeding the bid limit in Utah Code Section 72-6-109, the Class A notice must be published for three weeks as required by Utah Code Section 72-6-108.

1. Write the plans and specifications, or a written scope of work, and a cost estimate.
2. Post the bid notice at least fourteen days before bids are opened on the Utah Public Notice Website, the City website, and the Utah Procurement website. For a project that exceeds the applicable state bid limit, the notice must also meet the requirements of Utah Code Section 11-39-103, which calls for a class A notice under Utah Code Section 63G-30-102 and for posting on the state procurement notice website.
3. State in the notice that the City may reject any or all bids.
4. Open the bids publicly in accordance with Utah law. Record the bidder names and amounts.
5. Award to the lowest responsive and responsible bidder. The City may weigh qualifications, experience, past performance, financial capacity, and reliability, but only if those factors were listed in the bid

notice. Section 12 governs when a bid may be rejected as not responsive or a bidder found not responsible.

6. Confirm the bid bond, the payment and performance bond, and all required licenses, permits, and insurance before the contract is signed.
7. Once the City Council approves the award, the Mayor or authorized official may sign the contract, subject to the vendor providing required bonds and insurance.
8. If the City rejects all bids and still wants the project, run the same bid process a second time. If the second round produces no satisfactory bid, the City Council may proceed with the project as it thinks best.
9. Name a contract administrator in the contract. Handle any change order under Section 9. Hold and release retainage as required by Utah Code Section 13-8-5.
10. Do not split a project into phases in order to circumvent the \$50,000 threshold.

Exceptions. Utah Code Section 11-39-104 provides that the state bidding requirements do not apply to three things:

- Emergency repairs. Handle these under Section 7. Document the emergency promptly and report it to the City Council at its next regular meeting.
- A project whose estimated cost is below the applicable state bid limit under Utah Code Section 11-39-101. That state limit is higher than the amount the City uses, so the City still applies this Section to any project over \$50,000, and applies the normal thresholds in Section 2 to anything at or below that amount.
- Work done by the City itself. The conduct or management of the City's own departments, business, or property. Work performed by City crews and City equipment is not a contract for bidding purposes. This exception does not cover materials or subcontracted work, which follow the normal thresholds in Section 2.

9. Contracts and Change Orders

Written contracts. Required for construction, professional services, continuing services, purchases with material risk, insurance, data access, and grant requirements. Work may not start before signature except in an emergency. Cost-plus-a-percentage-of-cost contracts are prohibited for federal projects.

Bonds. Utah Code Section 14-1-18 applies Utah Code Section 63G-6a-1103 to all contracts for the construction, alteration, or repair of a public building or public work of the City. Under that section, a contractor awarded a construction contract shall deliver a performance bond and a payment bond, each equal to 100 percent of the contract price, and each becomes binding when the contract is signed. The City may not require the contractor to obtain a bond from a particular surety, agent, or broker.

Threshold. Performance and payment bonds are required for a construction contract over \$50,000. For a construction contract of \$50,000 or less, bonds are not required unless the Procurement Official determines they are necessary to protect the City.

Required bonds are delivered before the contract is signed. If the successful bidder fails to deliver them, the bid may be rejected, the bid security may be enforced, and the City may award to the next lowest responsive and responsible bidder.

Waiver. The Procurement Official may waive a bid, performance, or payment bond if the Procurement Official determines in writing that:

- bonds cannot reasonably be obtained for the work involved;
- the cost of the bond exceeds the risk to the City; or
- the bond is not necessary to protect the City.

The written determination states the circumstances and goes in the procurement file. A waiver of a payment bond requires the consultation of the City Attorney prior to approval.

Change orders. A change order must stay within the original scope, be funded, be in writing, and be approved before the changed work begins. The Procurement Official may approve change orders that together do not exceed \$25,000, provided the change remains within the original scope, is funded, and does not require a budget amendment. The City Council approves anything larger, any material change in scope or term, and any change needing a budget amendment. Change orders may not be used to avoid competition.

Urgent change orders. If delaying a change order exceeding \$25,000 until the next regular City Council meeting would materially increase the project cost, interrupt an essential service, create a safety risk, or expose City property to damage, the Mayor or Procurement Official shall request a special City Council meeting. An emergency meeting may be used only when the requirements of Utah Code Section 52-4-202 are satisfied. If immediate work is necessary before the Council can meet, the Procurement Official may authorize only the work reasonably necessary to stabilize the condition or prevent further cost, damage, or interruption. The full change order shall be presented to the City Council as soon as practicable. Any immediate authorization shall be documented in writing, including the circumstances, work authorized, estimated cost, and reason Council approval could not be obtained beforehand.

Renewals. A contract may be renewed only if the original solicitation allowed renewal, performance was satisfactory, funds are available, and the price is still reasonable. Renewals are signed before expiration. A total term over five years requires City Council approval.

Unauthorized purchases. An unauthorized purchase does not bind the City unless it is subsequently ratified by the official or body that originally had authority to approve it. Ratification requires available budget authority, a reasonable price, a documented public purpose, and compliance with any legally required procurement process. An unauthorized purchase may result in denial of payment or reimbursement and appropriate disciplinary action.

An unauthorized purchase includes:

- A purchase made without the approval or purchase order required by this Policy;
- A purchase made by a person who lacks purchasing authority or that exceeds the person's approval limit;
- A purchase made without available budget authority;

- A purchase made without required quotes, competition, or an approved exception;
- A purchase divided to avoid a purchasing threshold;
- Work ordered outside the scope or amount of an approved contract, including an unapproved change order;
- A contract, subscription, or renewal signed by a person without authority; or
- A personal or otherwise prohibited purchase made using City funds, accounts, purchasing cards, tax-exempt status, or the City's name.

10. Ethics

Everyone involved in City purchasing must follow applicable municipal and procurement laws. No one involved in a City purchase may:

- Use their City position to further their own economic interest or obtain special privileges (Utah Code Section 10-3-1304).
- Offer, give, ask for, or accept a gratuity or kickback (Utah Code Section 63G-6a-2404).
- Fail to disclose a financial interest or conflict of interest (Utah Code Sections 10-3-1305 through 10-3-1308).
- Divide a purchase to avoid a required process (Utah Code Section 63G-6a-2404.3).

A conflict must be disclosed promptly and may require the person to step aside. Nonpublic procurement information may be used only for City business. A procurement professional who has actual knowledge of unlawful procurement conduct shall report it as required by Utah Code Section 63G-6a-2407. Other City officers and employees shall promptly report suspected violations to the Procurement Official, City Attorney, Mayor, or another person designated by the City.

11. Records

The City Recorder keeps records appropriate to each purchase, which may include the funding approval, quotes or bids, evaluations, written determinations, the award, the contract, insurance certificates or bonds, and change orders.

Utah Code Section 10-6-122 requires the City to keep all bids received, along with proof of advertisement, for at least three years after the contract is signed. If all bids under an advertisement are rejected, keep them three years after the first advertisement. All other procurement records shall be retained, classified, and disclosed in accordance with the Government Records Access and Management Act, Utah Code Title 63G, Chapter 2; the applicable records retention schedule; grant requirements; and any litigation hold.

12. Rejection of Bids, Proposals, and Quotes

This Section applies to any bid, proposal, or quote the City receives under Sections 3 through 8.

Responsive and responsible. A response is responsive if it meets the requirements of the solicitation in all material respects. A vendor is responsible if it has the capability, experience, integrity, financial resources, and record of performance needed to perform the contract. The definitions in Utah Code Section 63G-6a-103 apply.

Minor errors. The Procurement Official may allow a vendor to correct an immaterial error, or to clarify information already submitted, if the correction or clarification does not change the price and does not give that vendor an advantage over other vendors.

Grounds for rejection. The City may reject a bid, proposal, or quote if:

- The response is not responsive, violates a requirement of the solicitation, or arrives after the submission deadline.
- The vendor is not responsible, has violated this Policy, has had a prior City contract cancelled, has engaged in unethical conduct, or is subject to an outstanding tax lien.
- The vendor fails to sign an awarded contract within the time stated in the solicitation, or within ninety days after the award if the solicitation states no time.
- The vendor's circumstances change after the response is submitted in a way that would have caused rejection had it been known earlier.

Written determination. A rejection under this Section shall be made in writing by the Procurement Official, shall state the specific reason for the rejection, and shall be placed in the procurement file. The City shall deliver a copy to the vendor within three business days by email and by mail.

Effect. A rejected response is not evaluated further and is not eligible for award.

Protest. A vendor whose response is rejected under this Section may protest the rejection under Section 14.

13. Suspension and Debarment

Purpose. The City may suspend or debar a vendor from being considered for the award of City contracts. Suspension is temporary and is used while a matter is being looked into. Debarment is for a set period and follows a finding of cause.

Authority and limits. The Procurement Official may:

- Debar a vendor for cause for a period of not more than three years.
- Suspend a vendor if there is cause to believe the vendor has engaged in activity that could lead to debarment. A suspension may not last longer than three months, unless the vendor has been indicted for an offense that would be a cause for debarment, in which case the suspension may remain in effect until the case is tried.

Causes for debarment. Cause for debarment includes:

- Conviction of a criminal offense connected to obtaining or performing a public or private contract or subcontract.

- Conviction under state or federal law of embezzlement, theft, forgery, bribery, falsifying or destroying records, receiving stolen property, or another offense showing a lack of business integrity that seriously and directly affects the vendor's fitness to contract with the City.
- Conviction under state or federal antitrust law.
- Failure, without good cause, to perform under the terms of a contract.
- A violation of the Utah Procurement Code provisions adopted by the City, this Policy, or other applicable procurement law.
- Any other cause the Procurement Official finds serious and compelling enough to affect the vendor's fitness to contract with the City, including debarment by another government entity.

Before the City acts. Before suspending or debaring a vendor, the Procurement Official shall:

- Consult with the department involved and with the City Attorney.
- Give the vendor at least ten days written notice stating the reasons being considered and the date, time, and place of the hearing.
- Hold an informal hearing.

The informal hearing. The hearing is informal and the Rules of Evidence do not apply. The Procurement Official may gather additional facts and may hear from the vendor, City staff, and other people with relevant information. The Procurement Official shall record the hearing and shall keep all records and evidence relied on until the decision becomes final.

Written decision. The Procurement Official shall promptly issue a written decision unless the matter is settled by agreement, and shall deliver a copy to the vendor by mail or email. If suspension or debarment is ordered, the decision shall state the reasons and shall inform the vendor of the right to seek review.

Final decision and judicial review. The Procurement Official's decision is final and conclusive unless overturned by a court. A vendor that is suspended or debarred may seek judicial review in accordance with Utah Code Section 63G-6a-904. A petition for judicial review must be filed within 30 days after issuance of the Procurement Official's written decision.

Relationship to Section 14. Section 14 does not apply to a suspension or debarment decision under this Section. Review of such a decision is as stated above.

Effect. A vendor that is suspended or debarred is treated as not responsible and is not eligible for award of a City contract during the suspension or debarment period. This Section does not by itself cancel a contract already in effect.

Separate from responsibility decisions. The City may treat any cause listed in this Section as a basis for finding that a vendor responding to a solicitation is not responsible. The City may do so whether or not it begins a suspension or debarment proceeding and whether or not it chooses to pursue one.

Records. The Procurement Official shall keep a current list of suspended and debarred vendors and shall provide it to department heads and to the City Recorder.

14. Protests and Appeals

This Section is the City's complete administrative protest process. Because the City has not adopted Parts 16 through 19 of the Utah Procurement Code, there is no appeal to the Utah State Procurement Policy Board.

Filing. A bidder, offeror, or contractor who is directly affected may file a written protest with the City Recorder. A protest about the terms of the solicitation must be filed before the submission deadline. Any other protest must be filed within seven days after the date the City Council approves the award or, if the vendor is protesting the rejection of its own response under Section 12, within seven days after the date of the written notice of rejection. The protest must identify the procurement, the grounds, the supporting facts, the relief requested, and contact information.

Decision. The Procurement Official issues a written decision within fourteen days. If the Procurement Official has a conflict under Section 2, the City Council designates another City officer or employee to decide the protest. While a timely protest is pending, the City shall not proceed with award or performance unless the Procurement Official, after consulting the City Attorney, determines in writing that delay would materially harm the City.

Appeal to the City Council. A protester may appeal to the City Council by filing a written notice with the City Recorder within seven days after the decision. The Council reviews the existing record and issues a written decision, which is the City's final administrative action.

Court Review. Nothing in this Section limits any right to judicial review that may be available under Utah law. The City Attorney shall be notified when any protest or appeal is filed.

15. Administration

The Procurement Official may issue simple forms and written procedures consistent with this Policy. The Procurement Official shall periodically train staff responsible for purchasing or approving payments on this Policy.

The City should review this Policy at least every three years and after any material change in the law. If one provision is held invalid, the rest stays in effect. This Policy takes effect on the date shown on the ordinance. Existing contracts remain governed by their own terms.

Administrative Forms – Not Adopted as Part of the Policy

Quote Documentation Form for Non-Emergency

Use for purchases over \$5,000 through \$50,000. Attach the written quotes or written documentation of the quotes received.

Item or service requested: _____

Requesting department: _____ Budget line: _____

	Vendor 1	Vendor 2	Vendor 3
Company name			
Person contacted			
Date contacted			
Method (phone, email, in person)			
Phone or email			
Amount quoted			
Meets specifications (Y/N)			

Recommended vendor, and the reason if it is not the lowest quote:

If fewer than three quotes, state who was contacted, the responses, and why the price is reasonable:

Prepared by: _____ Date: _____ Approved: _____ Date: _____

Quick Reference

A summary for daily use. If it conflicts with the Procurement Policy, the Policy controls.

Amount	What to do	What goes in the file
\$0 through \$5,000	Department Head checks the budget and approves. The Procurement Official approves if no department head exists.	Copies of invoices/payment request are saved by AP
Over \$5,000 through \$50,000	Three written quotes, or the qualifications review for professional services. Procurement Official approves.	Quote Documentation Form plus the quotes
Over \$50,000	Invitation for bids or request for proposals, fourteen-days' notice. Council awards before signing.	Solicitation, notice, bids, evaluation, minutes, contract
Construction over \$50,000	Follow Section 8. Three notice postings, bonds, and Council award.	Scope, estimate, notices, bids, bonds, minutes, contract
No competition	Use an exception under Section 7 and write down the reason before the purchase.	Written determination and price justification

SEPTEMBER 2026

Item 12.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7 Labor Day Office Closed	8	9 Council Meeting	10 5 County Planning Training	11	12 Air Show
13	14	15 P&Z Meeting	16	17	18	19
20	21	22	23 Court	24	25	26
27	28	29	30			

OCTOBER 2026

Item 12.

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4	5	6	7 Council	8	9	10
11	12 Columbus Day Office Closed	13	14	15	16	17
18	19	20 P&Z	21	22	23	24 Potential P&Z/Council Work Session
25	26	27	28 ULCT	29	30	31